

GATEWAYS OF PLYMOUTH
PURCHASER INFORMATION BOOKLET

A Condominium Project Developed by:
TARA GATEWAYS LLC
51410 Milano Drive, Ste. 115
Macomb, MI 48042

GATEWAYS OF PLYMOUTH PURCHASER INFORMATION BOOKLET INDEX OF DOCUMENTS

- ◆ Receipt and Instruction Sheet
- ◆ Section 84 and 84a of the Michigan Condominium Act
- ◆ The Gateways of Plymouth Disclosure Statement
- ◆ Master Deed of Gateways of Plymouth
 - Bylaws (Exhibit “A”)
 - Condominium Subdivision Plan (Exhibit “B”)
 - First Amendment to Master Deed
 - Second Amendment to Master Deed
 - Third Amendment to Master Deed
- ◆ Gateways of Plymouth Association Articles of Incorporation
- ◆ Escrow Agreement
- ◆ State of Michigan Condominium Buyers Handbook

GATEWAYS OF PLYMOUTH RECEIPT AND INSTRUCTION SHEET

Unit No.: _____

Dear Co-owner:

Date: _____

We are furnishing you with this Gateways of Plymouth Purchaser Information Booklet, which includes the Gateways of Plymouth Master Deed and all of the Condominium Documents defined in the Master Deed, together with the Gateways of Plymouth Disclosure Statement and all other documents, if any, pursuant to the Michigan Condominium Act. A listing of the documents contained herein is listed on the following pages.

As provided in Section 84 of the Michigan Condominium Act, your Purchase Agreement (a copy of which you previously received or which is delivered herewith) cannot become binding until the expiration of nine (9) business days from the date that you acknowledge receipt of the Condominium Documents described on the reverse side of this sheet. If you do not receive all of the documents, do not sign this acknowledgement. During the nine day document review period you should carefully read the accompanying documents which control operation of the Condominium. The Condominium Documents are of extreme importance to you in understanding the nature of the interest which you are purchasing and your relationship with the Condominium Project, its Co-owners and the Developer. Section 84a of the Condominium Act prescribes the information which must be given to you as a condominium purchaser and which is included in the accompanying documents. Section 84a(3) provides that, upon signing this receipt, you will be presumed to have received and understood such documents. In addition to the foregoing explanation, we have printed and attached a copy of Sections 84 and 84a in full for your information and review.

Please sign and return to us the additional copy of this instruction sheet to acknowledge that it and the documents described on the following pages have been delivered to you.

Very truly yours,

TARA GATEWAYS LLC

Acknowledgement of receipt of documents described on the following pages of this document.

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Unit No.: _____

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Please sign and return to us the additional copy of this instruction sheet to acknowledge that it and the documents described on the following pages have been delivered to you.

Very truly yours,

TARA GATEWAYS LLC

Acknowledgement of receipt of documents described on the following pages of this document.

GATEWAYS OF PLYMOUTH DOCUMENTS FURNISHED WITH RECEIPT AND INSTRUCTION SHEET

Purchase Agreement

Purchaser Information Booklet containing:

- ◆ Receipt and Instruction Sheet
- ◆ Section 84 and 84a of the Michigan Condominium Act
- ◆ The Gateways of Plymouth Disclosure Statement
- ◆ Master Deed of Gateways of Plymouth
 - Bylaws (Exhibit "A")
 - Condominium Subdivision Plan (Exhibit "B")
 - First Amendment to Master Deed
 - Second Amendment to Master Deed
 - Third Amendment to Master Deed
- ◆ Gateways of Plymouth Association Articles of Incorporation
- ◆ Escrow Agreement

Other Documents

- ◆ State of Michigan Condominium Buyers Handbook

GATEWAYS OF PLYMOUTH

SECTION 84 AND 84A OF THE MICHIGAN CONDOMINIUM ACT

(Act No. 59 of Public Acts of 1978, as amended)

Sec. 84. (1) This section shall not apply to a business condominium unit.

(2) Except as provided in subsection (5), a signed purchase agreement shall not become binding on a purchaser and a purchaser may withdraw from a signed purchase agreement without cause and without penalty before conveyance of the unit and within 9 business days after receipt of the documents required in section 84a. The calculation of the 9 business day period shall include the day on which the documents required under section 84a are received if that day is a business day.

(3) Upon receipt of payment under a purchase agreement, the developer shall deposit all funds in an escrow account with an escrow agent. Funds due a developer from the closing of a unit sale need not be deposited in escrow if such funds are not required by other provisions of this act to be retained in escrow after such closing. After the expiration of the withdrawal period provided in subsection (2), the developer shall retain amounts in escrow or provide other adequate security as provided in section 103b to assure completion of only those uncompleted structures and improvements labeled under the terms of the condominium document "must be built".

(4) A purchase agreement shall contain all of the following:

(a) A statement that all funds paid by the prospective purchaser in connection with the purchase of a unit shall be deposited in an escrow account with an escrow agent and shall be returned to the purchaser within 3 business days after withdrawal from the purchase agreement as provided in subdivision (b). The statement shall include the name and address of the escrow agent.

(b) A statement that unless the purchaser waives the right of withdrawal, the purchaser may withdraw from a signed purchase agreement without cause and without penalty if the withdrawal is made before the conveyance of the unit and within 9 business days after receipt of the documents required in section 84a including the day on which the documents are received if that day is a business day.

(c) A statement that after the expiration of the withdrawal period provided in subsection (2), the developer is required to retain sufficient funds in escrow or to provide sufficient security to assure completion of only those uncompleted structures and improvements labeled under the terms of the condominium documents "must be built".

(d) The following paragraph:

"At the exclusive option of the purchaser, any claim which might be the subject of a civil action against the developer which involves an amount less than \$2,500.00, and arises out of or relates to this purchase agreement or the unit or project to which this agreement relates, shall be settled by binding arbitration conducted by the American arbitration association. The arbitration shall be conducted in accordance with applicable law and the currently applicable rules of the American Arbitration Association. Judgment upon the award rendered by arbitration may be entered in a circuit court of appropriate jurisdiction."

(e) A statement that the escrow agreement between the developer and the escrow agent is incorporated by reference.

(5) The right of withdrawal in subsection (2) may be waived in exceptional cases, by a purchaser who is provided all of the documents listed in subsection (4) and who knowingly and voluntarily waives in writing the purchaser's right to the protection provided by the right of withdrawal. The waiver form shall include an explanation of this section.

Sec. 84a. (1) The developer shall provide copies of all of the following documents to a prospective purchaser of a condominium unit, other than a business condominium unit:

(a) The recorded master deed.

(b) A copy of a purchase agreement that conforms with Section 84, and that is in a form in which the purchaser may sign the agreement, together with a copy of the escrow agreement.

(c) A condominium buyer's handbook. The handbook shall contain, in a prominent location and in boldface type, the name, telephone number, and address of the person designated by the Association to respond to complaints. The handbook shall contain a listing of the available remedies as provided in section 145.

(d) A disclosure statement relating to the project containing all of the following:

(i) An explanation of the Association of co-owners' possible liability pursuant to section 58.

(ii) The names, addresses, and previous experience with condominium projects of each developer and any management agency, real estate broker, residential builder, and residential maintenance and alteration contractor.

(iii) A projected budget for the first year of operation of the Association of co-owners.

(iv) An explanation of the escrow arrangement.

(v) Any express warranties undertaken by the developer, together with a statement that express warranties are not provided unless specifically stated.

(vi) If the condominium project is an expandable condominium project, an explanation of the contents of the master deed relating to the election to expand the project described in section 32, and an explanation of the material consequences of expanding the project.

(vii) If the condominium project is a contractible condominium project, an explanation of the contents of the master deed relating to the election to contract the project described in section 33, an explanation of the material consequences of contracting the project, and a statement that any structures or improvements proposed to be located in a contractible area need not be built.

(viii) If section 66(2)(j) is applicable, an identification of all structures and improvements labeled pursuant to section 66 "need not be built".

(ix) If section 66(2)(j) is applicable, the extent to which financial arrangements have been provided for completion of all structures and improvement labeled pursuant to section 66 "must be built".

(x) Other material information about the condominium project and the developer that the Association requires by rule.

(e) If a project is a conversion condominium, the developer shall disclose the following additional information:

(i) A statement, if known, of the condition of the main components of the building, including the roofs; foundations; external and supporting walls; heating, cooling, mechanical ventilating, electrical, and plumbing systems; and structural components. If the condition of any of the components of the building listed in this subparagraph is unknown, the developer shall fully disclose that fact.

(ii) A list of any outstanding building code or other municipal regulation violations and the dates the premises were last inspected for compliance with building and housing codes.

(iii) The year or years of completion of construction of the building or buildings in the project.

(2) A purchase agreement may be amended by agreement of the purchaser and developer before or after the agreement is signed. An amendment to the purchase agreement does not afford the purchaser any right or time to withdraw in addition to that provided in section 84(2). An amendment to the condominium documents effected in the manner provided in the documents or provided by law does not afford the purchaser any right or time to withdraw in addition to that provided in section 84(2).

(3) At the time purchaser receives the documents required in subsection (1) the developer shall provide a separate form that explains the provisions of this section. The signature of the purchaser upon this form is prima facie evidence that the documents required in subsection (1) were received and understood by the purchaser.

(4) Promptly after recording a master deed for a condominium project containing a business condominium unit, the developer shall provide to a prospective purchaser of a business condominium unit a copy of the recorded master deed for the project.

(5) With regard to any documents required under this section, a developer shall not make an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading.

(6) The developer promptly shall amend a document required under this section to reflect any material change or to correct any omission in the document.

(7) In addition to other liabilities and penalties, a developer who violates this section is subject to section 115.

DISCLOSURE STATEMENT GATEWAYS OF PLYMOUTH

**Gateways of Plymouth is a 35 Unit residential
condominium located in Plymouth Township,
Wayne County, Michigan**

A Condominium Project Developed by:

TARA GATEWAYS LLC

51410 Milano Drive, Ste. 115

Macomb, MI 48042

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.

GATEWAYS OF PLYMOUTH DISCLOSURE STATEMENT

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GATEWAYS OF PLYMOUTH DISCLOSURE STATEMENT

I. Introduction.

Condominium development in Michigan is governed largely by Act 59 of the Michigan Public Acts of 1978, as amended (the Condominium Act), and by rules adopted by the Michigan Department of Consumer and Industry Services. Under the Condominium Act, the developer of a condominium project must disclose to purchasers of units in the condominium project certain characteristics of the condominium project.

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

This Disclosure Statement is not a substitute for a thorough review of the Master Deed of Gateways of Plymouth and all the other documents pertaining to the creation and operation of Gateways of Plymouth. Any purchaser having any questions regarding this Disclosure Statement or any of the Gateways of Plymouth documents referenced concerning this Condominium Project should consult a lawyer.

II. The Condominium Concept.

Condominium is a method of subdividing, describing, and owning real property. A condominium unit has the same legal attributes as any other form of real property under Michigan law and may be sold, mortgaged, or leased, subject only to such restrictions as are contained in the condominium documents and as otherwise may be applicable to the property. A condominium project is established by recording a master deed in the Office of the Register of Deeds in the county where the condominium is located.

Upon the purchase of a unit, each owner receives a deed to his individual condominium unit. Each owner owns, in addition to his unit, an undivided interest in the other components of the condominium known as "common elements." Title to the common elements is included as part of, and is inseparable from, title to the individual condominium units. Each owner's proportionate share of the common elements is determined by the percentage of value assigned to his unit as described in Article V of the Master Deed and as set forth in Section VI of this Disclosure Statement.

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

The units and the general and limited common elements are described in the master deed. Individual unit boundaries are shown on the Condominium Subdivision Plan, attached as Exhibit B to the Master Deed.

The Project is administered and managed by an Association. Initially, the developer will run the Association on behalf of all co-owners. As Units are sold, the Association will be transferred from the developer and turned over to non-developer co-owners. The Association is obligated to administer the affairs of the condominium and to maintain the common elements of the condominium in good repair on behalf of the co-owners. The nature and duties of the Association are more fully described more fully in Section VI of this Disclosure Statement.

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

Although the foregoing is generally accurate as applied to most condominium developments, the details of each development may vary substantially. Accordingly, each purchaser is urged to review carefully all of the documents contained in the Gateways of Plymouth Purchaser Information Booklet as well as any other documents that the Developer has delivered to the purchaser in connection with this development.

ANY PURCHASER HAVING QUESTIONS PERTAINING TO THE LEGAL ASPECTS OF GATEWAYS OF PLYMOUTH CONDOMINIUM IS ADVISED TO CONSULT HIS OWN LAWYER OR OTHER PROFESSIONAL ADVISOR.

III. Description of the Condominium Project.

A. Size, Scope and Physical Characteristics of the Project.

Gateways of Plymouth consists of thirty-five Condominium Units. Each Unit has its own entrance from and exit to public property or to a Common Element of the Project.

Each Condominium Unit consists of the air space that is enclosed within the interior finished unpainted walls and ceilings and the finished subfloor, all as shown on the floor plans and section drawings in the Condominium Subdivision Plan attached as Exhibit "B" of the Master Deed. The exterior structural components (exclusive of the interior air space) of the condominium building consist of General Common Elements and easements. The Condominium Association maintains the General Common Elements unless otherwise provided by the Condominium Documents on behalf of all Unit owners. Residential units are restricted to use for residential purposes consistent with single-family residential use.

THE LANDSCAPING AND OTHER ELEMENTS DEPICTED ON DRAWINGS, BROCHURES, AND/OR REDUCED SITE MODELS PREPARED BY THE DEVELOPER ARE CONCEPTUAL RENDERING ONLY AND MAY BE MODIFIED OR ELIMINATED BY THE DEVELOPER AT THE DEVELOPER'S DISCRETION.

Recreational Facilities. There are no recreational areas or facilities in the Condominium.

Community. The Condominium Project is located in Plymouth Township and the Plymouth Canton District Schools.

Real Property Taxes. Taxes upon the Condominium Units are assessed by Plymouth Township, the County of Wayne and Plymouth Canton District Schools. During the year in which the Condominium Master Deed is originally recorded, real property taxes attributable to each of the Units established by such Master Deed or amendment may not be separately billed by the taxing authority, but may be assessed and paid by the Association as an expense of Association, to be shared by the Co-owners of the Units in proportion to their respective percentages of value. Thereafter, each Co-owner's taxes should be separately assessed directly to the Condominium Unit.

Building Inspections. Although Plymouth Township will have inspected the construction undertaken by the Developer, the Developer does not represent that the Condominium complies with all applicable codes. The Developer is presently unaware of any violations of applicable codes with respect to the construction of Gateways of Plymouth.

B. Utilities.

Gateways of Plymouth is served by public water and sanitary sewer systems. The water and sanitary sewer systems throughout the Condominium, including the meters, are Common Elements. Water, sanitary sewer charges and trash collection are metered to each building, borne by the Association and assessed to the Co-owners. Natural gas service is furnished by Consumers Energy and is metered to each Co-owner. Electricity is furnished by Detroit Edison and is individually metered to each unit for individual service for payment by the Co-owner. Telephone, cable television service, Internet access and other telecommunication services are provided by others and arranged by individual Co-owners.

C. Reserved Rights of Developer.

1. Subdivision, Consolidation and Other Modifications.

The Developer has reserved the right to modify the size, location, design or elevation of the Units and Common Elements as need arises so long as such modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute or amenity of any Unit. The Developer further reserves the right to modify the floor plan of any Unit.

2. Right to Contract and Withdraw Land.

The Developer has reserved the right to contract the condominium by withdrawing unsold units, but in no event shall the number of Units be less than two (2). Furthermore, in connection with such contraction, the Developer reserves the right to withdraw the land such portions of the land as is not reasonably necessary to provide access to or otherwise serve the Units included in the Condominium Project.

3. Right to Convert.

The Developer has reserved the right to convert, modify the size, location, design or elevation of unsold Units and General and Limited Common Elements so long as such modifications do not unreasonably impair or diminish the appearance of the Project or other significant attribute or amenity of any Unit.

4. Conduct of Commercial Activities.

The Developer has reserved the right, until all of the Units in the Project have been sold, to maintain on the Condominium Premises a sales office, a business office, model units, storage areas, and such access to, from and over the Condominium Premises as may be reasonable to enable development and sale of the entire Project.

5. 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 unless the amendment would materially affect the rights of a Co-owner or mortgagee, in which event the Co-owner or mortgagee's consent shall be required.

6. Easements.

(a) Easement for Maintenance, Repair and Replacement. The Developer has reserved such easements over the Condominium Project (including all units and Common Elements) as may be required to perform any of the Developer's maintenance, repair, decoration or replacement obligations which it may be required or permitted to perform under the Condominium Documents or by law.

(b) Easement for Use of Utilities. The Developer has reserved the right to grant easements for utilities to appropriate governmental agencies and public utilities. The Developer has also reserved an easement for itself, its successors and assigns to utilize, tap, or tie into, extend or enlarge any water, gas, storm and sanitary sewers and any other utility located upon the Condominium Premises.

(c) Easement for Ingress and Egress. The Developer has reserved an easement for itself, its successors and assigns, and all future owners of the land for ingress and egress into and throughout the Condominium or any adjacent property owned by the Developer.

(d) Other Easements. The Developer has reserved the right to create and dedicate to the public rights-of-way and easements as may be required without Co-owner consent. In addition, the Association has similar rights permitting the granting of easements which are more fully described in Article VIII of the Master Deed.

7. General.

In the Condominium Documents and in the Condominium Act, certain rights and powers are granted or reserved to the Developer to facilitate the construction and sale of the Project as a Condominium, including the power to approve or disapprove a variety of proposed acts upon the Condominium and Units and uses of the Condominium and Units. In addition, the Developer has reserved the power to secure representation on the Board of Directors of the Association for so long as the Developer owns any Units in the Project.

IV. Legal Documentation.

A. General.

Gateways of Plymouth was established as a Condominium Project pursuant to the Master Deed recorded in the Wayne County Records. A copy of the Master Deed and its exhibits are contained in the Gateways of Plymouth Purchaser Information Booklet. The Master Deed includes the Bylaws as Exhibit "A", and the Condominium Subdivision Plan as Exhibit "B".

B. Master Deed.

"Master Deed" means the Master Deed that was recorded with the Wayne County Register of Deeds to establish Gateways of Plymouth as a Condominium Project. The Master Deed contains the definitions of certain terms used in the Condominium Documents, the percentage of value assigned to each Unit in the Condominium 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 IV describes the Common Elements of the Project and the respective responsibilities for maintenance, decoration, and replacement. Article V describes the Unit and associated percentage of value assigned to each Unit. Article VI describes the rights of the mortgagee. Article VII describes for damage to condominium. Article VIII describes the describes the easements contained in the Master Deed. Article IX provides for amendment or termination of the Master Deed.

C. Bylaws.

"Bylaws" means the Bylaws of Gateways of Plymouth (which are also the Bylaws of the Gateways of Plymouth Association), that are attached to the Master Deed as Exhibit "A". The Bylaws contain provisions relating to the operation, management, and fiscal affairs of the condominium and, in particular, set forth the provisions relating to assessments of Association for the costs of operating the Condominium Project. Article I sets forth the governance of the Condominium by the Association. Article II provides for assessment for all expenses arising out of the management, Association and operation of the Condominium. Article III provides for dispute resolution to resolve claims among and between Co-owners and between Co-owners and the Developer. Article IV contains provisions concerning matters of insuring the Condominium and individual Units. Article V provides for the reconstruction or repair of the Condominium in the event of damage or destruction. Article VI contains certain restrictions upon the ownership, occupancy, and use of the Condominium Project, including use and occupancy of the Unit, alterations, activities, pets, aesthetics, vehicles, advertising, landscaping, antennas, maintenance, etc. Article VI also contains provisions permitting the adoption of rules and regulations governing the Common Elements. At the present time no rules and regulations have been adopted other than the restrictions provided in the Master Deed and Bylaws. Article VII pertains to mortgages on the Units. Articles VIII through XV govern the operation of the Association. Article XVI governs amendments to the Bylaws. Articles XVII through XX pertain to remedies for default and fines. Rights reserved to Developer are contained in Article XII, and Article XIII pertains to severability.

D. Condominium Subdivision Plan.

"Condominium Subdivision Plan" means the Condominium Subdivision Plan of the

Gateways of Plymouth Project, most recently amended by by GLA Surveyors & Engineers, the address of which is 8495 North Territorial Road, Plymouth, MI 48170, that is attached to the latest amendment to the Master Deed as Exhibit "B". The Condominium Subdivision Plan is a three-dimensional survey depicting the physical location and boundaries of each of the Units and all of the Common Elements in the Project. The structures and improvements labeled "must be built," must be built by the Developer. Structures and improvements labeled "need not be built," are not required to be built by the Developer.

E. Purchase Agreement.

The "Purchase Agreement" means the Gateways of Plymouth Purchase Agreement. The Purchase Agreement contains specific conditions governing the purchase and sale of Units in the Gateways of Plymouth Project, including specific conditions under which the Purchase Agreement may be terminated. Pursuant to the Michigan Condominium Act, a purchaser is provided the right to withdraw from the purchase of a condominium within 9 days, with or without cause and without penalty, following the making of the Purchase Agreement and receipt of the Condominium Documents (MCL 559.184). In addition, the Purchase Agreement includes specific conditions under which the Purchase Agreement may be terminated by the Developer. Accordingly, each purchaser is urged to review carefully the Purchase Agreement as well as any other documents that the Developer has delivered to the purchaser in connection with this Condominium Project. Any purchaser having questions pertaining to the Purchase Agreement or any legal aspects of the Project is advised to consult his or her own lawyer or other professional advisor.

V. **The Developer and Other Service Organizations.**

A. Developer's Background and Experience.

The Developer, Tara Gateways LLC, a Michigan limited liability corporation, located at 51410 Milano Drive, Ste. 115, Macomb, MI 48042, was specifically formed to develop the Gateway of Plymouth Condominiums. Tara Gateways LLC and its members have residential and commercial development experience, including condominium development.

B. Sales Affiliate.

The Developer, Tara Gateways LLC, has retained a real estate broker, Landtec Realty Group, LLC, to handle the sales of Units in Gateways of Plymouth.

C. Builder.

The Developer has contracted with a licensed residential builder, Gateways of Woodbridge, LLC, to construct the units.

D. Legal Proceedings Involving the Condominium Project or the Developer.

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

VI. Operation and Management of the Condominium Project.

A. The Condominium Association.

The responsibility for management and maintenance of the Project is vested in Gateways of Plymouth Association, which has been incorporated as a non-profit corporation under Michigan law. The Articles of Incorporation of the Association are contained in the Purchaser Information Booklet. The Bylaws include provisions that govern the procedural operations of the Association.

Each Co-owner (including the Developer) is a member of the Association and is entitled to vote at meetings of the Association in accordance with the provisions of the Condominium Documents. The Board of Directors of the Association, the initial members of which are designees of the Developer, are empowered to serve pursuant to the provisions of the Bylaws until other directors are elected.

The Condominium Documents provide that the Board of Directors has the necessary powers and duties required for the association of the affairs of the Association and the Condominium Project. Except as provided by the Condominium Documents, the Board of Directors may do all such acts and things that are not specifically required to be done by the Members (Co-owners) and may otherwise act in all instances on behalf of the Association. The specific powers and duties of the Board of Directors are set out in Gateways of Plymouth Bylaws.

The Bylaws provide that within 120 days after closing the sales of 1/3 of the Units or one year from the date of the first conveyance, whichever first occurs, the Developer must establish an advisory committee to serve as liaison between the non-developer owners and the Developer.

Within 120 days after closing the sales of 25% of the Units, one of the directors will be selected by the non-developer Co-owners; within 120 days after closing the sales of 50% of the Units, 1/3 of the directors shall be selected by the non-developer Co-owners; and within 120 days after closing the sales of 75% of the Units, the non-developer Co-owners will elect all of the directors, except that the Developer will have the right to designate a least one director as long as it owns at least 10% of the Units in the Project. Regardless of the number of Units conveyed, 54 months after the first conveyance, non-developer Co-owners may elect directors in proportion to the number of Units that they own.

The first annual meeting may be held any time after 50% of the Units that may be created have been sold and must be held on or before the expiration of 120 days after 75% of the Units that may be created have been sold or within 54 months after conveyance of the first Unit, whichever first occurs. At the first annual meeting, the members of the Association will elect directors, and the directors in turn will elect officers for the Association. The Developer may retain a seat on the board so long as it owns 10% of the Units to be created in the Project.

B. Percentages of Value.

The Developer has assigned percentages of value for the Units in Gateways of Plymouth, based on a review of several factors, including, square footage of each unit, the market value, and the use and location of Common Elements and services. The percentage of value assigned to each Unit are set forth in Article V of the Master Deed, as amended, and determines each owner's share of the Common Elements, the value of votes at meetings of the Association, and the owner's proportionate share of regular and special Association assessments and of the proceeds of Association of the Project.

C. Project Finances.

1. Budget.

Article II of the Bylaws requires the Board of Directors to establish an annual budget for the operation of the Condominium including a reasonable amount for contingencies and reserves. The budget of the Condominium is intended to provide for the normal and reasonably predictable expenses of Association of the Project and includes a reserve for major repairs to and replacement of Common Elements. An initial budget for Gateways of Plymouth has been prepared by the Developer. Inasmuch as the budget must necessarily be prepared in advance, it reflects estimates of expenses made by the Developer. To the extent that estimates prove inaccurate during actual operation and to the extent that the goods and services necessary to service the Condominium Project change in cost in the future, the budget and the expenses of the Association will require revision. The current budget of the Association has been included as Appendix I to this Disclosure Statement.

THE CURRENT BUDGET IS ONLY AN ESTIMATE OF THE EXPENSES THAT MAY BE INCURRED IN ADMINISTERING THE CONDOMINIUM. THE ACTUAL EXPENSES OF ASSOCIATION 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.

The only source of revenue to fund the Condominium Budget is through the assessment of its members. The annual assessment must be paid to the Association by each Co-owner in equal monthly payments. Each owner of a Unit, including the Developer for so long as the Developer owns any completed Units in the Condominium as provided in the Condominium Documents, must contribute to the Association to defray expenses of Association. Assessments are based upon the percentages of value assigned to the Units. The percentages of value for each Unit are set forth in the Master Deed. In addition, it may be necessary to levy special assessments in accordance with the Bylaws. A Co-owner may also become obligated to pay a percentage share of assessment delinquencies incurred by other Co-owners. This situation may occur if a Co-owner defaults on a first mortgage and the mortgage is foreclosed. In such case, the delinquent assessment becomes a common expense as provided in section 58 of the Michigan Condominium Act.

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/her assessment in a timely manner. In addition, each Co-owner must also pay other charges in connection with his/her ownership of a Unit in the Condominium. For example, each Co-owner is responsible for paying real estate taxes levied on his/her Unit and his/her undivided interest in the Common Elements. The amount of real estate taxes will be determined by the Plymouth Township tax assessor.

At closing, each first-time purchaser of a Unit in the Condominium will also be responsible for the payment of a sum equal to two (2) monthly assessments to

establish an initial working capital account for the Association, which shall be nonrefundable.

3. Foreclosure of Lien.

The Association has a lien on each Unit to secure payment of Association assessments. The Bylaws provide that the Association may foreclose its lien in the same fashion that mortgages may be foreclosed by action or by advertisement under Michigan law. By closing on the purchase of a Unit, each purchaser will be deemed to have waived notice of any proceedings brought by the Association to foreclose its lien by advertisement and notice of a hearing prior to the sale of his Unit.

4. Other Possible Liabilities.

Each purchaser is advised of the possible liability of each Co-owner under Section 58 of the Condominium Act:

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

D. Condominium Association Management Contract.

The Condominium may employ a professional management agent or agents to perform such of the Association's duties or responsibilities as may be more conveniently or efficiently performed by someone other than by the Association.

The Developer may lend funds to the Association, in the Developer's sole discretion, if additional Association funds are necessary for the management fee and to cover certain fixed expenses such as, by way of example, liability insurance, snow removal, etc., until the Association is adequately funded or until turnover of control of the Association from the Developer to the Co-owners, whichever occurs first. In such case, said funds shall be repaid to the Developer with a market rate of interest.

E. Insurance.

1. Title Insurance.

The Purchase Agreement provides that the Developer shall furnish each purchaser a commitment for an owner's title insurance policy issued by Chirco Title Agency Inc., at or prior to closing, and that the policy itself shall be issued and 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 Agreement.

2. Other Insurance.

The condominium documents require that the Association carry fire and extended coverage for vandalism and malicious mischief and liability insurance and workers' compensation insurance, if applicable, with respect to all of the Common Elements of the Project. The Association is responsible for losses to the extent that the insurance policies have deductible clauses or for amounts not otherwise covered by insurance. The Board of Directors 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 monthly assessment. The Association insurance policies are available for inspection during normal working hours. A copy of the certificate of insurance with respect to the Condominium Project will be furnished to each Co-owner upon request.

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

EACH CO-OWNER IS RESPONSIBLE FOR OBTAINING, AND SHALL OBTAIN, INSURANCE COVERAGE WITH RESPECT TO THE INTERIOR AND EXTERIOR OF HIS/HER UNIT TO THE EXTENT INDICATED IN ARTICLE IV OF THE BYLAWS, AND FOR LIABILITY FOR INJURY WITHIN HIS/HER UNIT AND UPON THE COMMON ELEMENTS, IF ANY, ASSIGNED TO HIS/HER UNIT.

F. Restrictions on Ownership, Occupancy and Use.

Owners of Condominium Units are bound by various restrictions applying to the use of Units and Common Elements. Article VI of the Bylaws sets forth restrictions on the ownership, occupancy and use of individual Units and Common Elements in the Condominium Project. It is impossible to paraphrase these restrictions without risking the omission of some provision that may be of significance to a purchaser. Consequently, each purchaser should examine the restrictions with care to be sure that they do not infringe upon an important intended use. The following is a list of certain of the more significant restrictions:

1. Residential Use.

Residential units are to be used only for single-family residential purposes.

2. Alterations and Modifications.

No alterations in the exterior appearance or structural modification to Units or Common Elements are permitted.

3. Activities.

The activities carried on upon the Condominium Premises shall not become an annoyance or a nuisance to the other Unit Co-owners of the Condominium. Unreasonably noisy activity is prohibited. No Co-owner shall do or permit anything

to be done or kept in his/her Unit that would increase the rate of insurance of the Condominium. See Article VI of the Bylaws for a complete description of the prohibited activities.

4. Aesthetics.

The aesthetics of the Condominium are to be maintained as provided in the Bylaws. The Common Elements shall not be used for the storage of supplies, materials, personal property, trash or refuse. Garage doors shall be kept closed. No unsightly conditions shall be maintained on any porch or balcony. No air drying or clothing or fabrics is permitted. See Article VI of the Bylaws for a complete description of aesthetic restrictions.

5. Antennas.

Co-owners shall not install any antenna or satellite dish, and will be required to use cable or rocket fiber access. This Section is intended to comply with the rule governing antennas adopted by the Federal Communication Commission ("FCC") effective October 14, 1996, as amended by Order on Reconsideration released September 25, 1998, and is subject to review and revision to conform to any changes in the content of the FCC rules or the Telecommunications Act of 1996. This section may be amended or modified through rules and regulations promulgated by the Board of Directors.

6. Signs and Advertising.

Except as permitted by the Board of Directors, 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, including signs advertising Unit or space "For Sale" or rent or lease.

7. Animals or Pets.

No animals (except household pets) shall be kept or maintained on any Unit except as provided in the Bylaws. The Bylaws limit Co-owners to maintaining one domesticated dog or domesticated cat, unless an exception is specifically approved by the Association. In addition, the Board of Directors may, from time to time, adopt other rules regarding the maintenance of pets within the Condominium Project. Any pets kept in the Condominium shall have such care and restraint as not to be obnoxious on account of noise, odor or unsanitary conditions. For more information regarding animals and pets see Article VI of the Bylaws.

8. Balconies and Terraces.

Balcony and terrace areas are to be maintained and used by Co-owners in a manner that will maintain the appearance and safety of the Project.

9. Rental/Lease.

Co-owners may lease their Unit at any time for any term of occupancy not less than one-year subject to the approval of the other Unit Co-owner (which approval shall not be unreasonably withheld). The Developer shall have the right to

rent any Unit or Units for any duration it desires. See Article VI of the Bylaws for complete leasing requirements and restrictions.

10. Miscellaneous Other Restrictions.

Purchaser's should be aware of the inclusion of restrictions contained in the Bylaws including but not limited barbecues, window treatments, hot tubs, Common Element maintenance, and Co-owner's obligations to maintain individual Units. Specific details pertaining to use and occupancy restrictions and enforcement can be found in Article VI of Gateways of Plymouth Bylaws. Further restrictions can be found in the Gateways of Plymouth Association Articles of Incorporation.

11. Assent of Co-owners.

All present or future Co-owners, their families, present or future tenants and their guests and invitees, and any other person using the facilities of the Condominium Project in any manner are subject to the Condominium Documents, including the Bylaws and any rules adopted by the Association.

VII. Rights and Obligations as Between Developer and Owners.

A. Before Closing.

The respective obligations of the Developer and the purchaser of a Unit in the Project prior to closing are set forth in the Purchase Agreement and accompanying Escrow Agreement. Those documents should be closely examined by all purchasers in order to ascertain the disposition at closing of earnest money deposits advanced by the purchaser, anticipated closing adjustments, and other important matters. The Escrow Agreement provides, pursuant to Section 103b of the Condominium Act, that the escrow agent shall maintain sufficient funds or other security to complete those improvements shown as "must be built" on the Condominium Subdivision Plan until such improvements are substantially complete. Funds retained in escrow are not to be released to the Developer until issuance of a certificate of occupancy, if applicable, conveyance to a purchaser of title to a Unit and confirmation by the escrow agent that all improvements labeled "must be built" are substantially complete, unless the Developer has provided to the Escrow Agent adequate security. Furthermore, funds held in Escrow may be released to the Developer on the event of purchasers default.

B. At Closing.

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

C. After Closing.

1. General.

Subsequent to the purchase of the Unit, relations between the Developer and the owner are governed by the Master Deed and the Condominium Act, except to the extent that any contractual provisions of the Purchase Agreement are intended to

survive the closing.

2. Condominium Project Warranties.

Express warranties are not provided unless specifically stated in the purchase agreement.

LIMITED ONE (1) YEAR WARRANTY. The Developer is warranting each of the Units against defects in workmanship and materials for a period of one year from the date of closing the sale of the pertinent Unit, as is more particularly set forth in and limited by the Developer's Limited Warranty that accompanies the Purchase Agreement and delivered to the Purchaser at closing. Further the Developer is warranting the Common Elements, Limited and General, for a period of one year from the date the specific Common Element was placed in service or the date of the closing of the first Unit sold in the Condominium, whichever occurs first and continues for a period of one year. DEVELOPER'S OBLIGATIONS UNDER THE DEVELOPER'S LIMITED WARRANTY ARE LIMITED TO REPAIR OR REPLACEMENT AS DETERMINED IN THE SOLE DISCRETION OF THE DEVELOPER.

Except for emergencies or, in other extraordinary circumstances, all warranty claims must be submitted in writing to the Developer, at its address appearing on the cover sheet of this Disclosure Statement within the applicable one-year warranty period. In the case of emergencies or in other extraordinary circumstances where written communications would be inappropriate, purchasers should contact the Developer by email at the address shown on the cover of this Disclosure Statement. The warranties are extended only to the first purchaser of each Unit and are not transferable. The warranties do not cover consequential or incidental damages. Further, any implied warranty is limited to the one-year period applicable to the Developer's express warranty. It is recommended that you examine the Limited Warranty of the Developer and review it with advisors of your choice prior to the execution of the Purchase Agreement and the closing on the purchase of your Unit.

NO OTHER WARRANTIES. THE LIMITED WARRANTY IS THE ONLY WARRANTY WE GIVE YOU WITH RESPECT TO YOUR UNIT AND THE COMMON ELEMENTS. THERE ARE NO ADDITIONAL EXPRESS WARRANTIES AND NO IMPLIED WARRANTIES OF ANY KIND AND/OR FOR THE BENEFIT OF ANY PERSON, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, HABITABILITY, CONFORMANCE WITH PLANS AND SPECIFICATIONS AND FITNESS FOR A PARTICULAR PURPOSE, REGARDLESS OF WHETHER WE THE WARRANTOR DISCHARGES ANY OR ALL OF THEIR RESPECTIVE RESPONSIBILITIES TO YOU UNDER THE LIMITED WARRANTY. THIS WARRANTY ALSO EXCLUDES ANY CONDITION WHICH MAY BE DEEMED A VIOLATION OF ENVIRONMENTAL LAWS, RULES, POLICIES, OR REGULATIONS, AND ANY CONDITION RESULTING IN UNHABITABILITY OR HEALTH RISK DUE TO RADON, FORMALDEHYDE, MOLD, CARCINOGENIC MATERIAL, ELECTROMAGNETIC FIELDS, POLLUTION, ANY OTHER SOLID, LIQUID, OR GASEOUS CONTAMINANT OR TOXIN. YOU MAY BE REQUIRED TO PAY SUBSTANTIAL SUMS FOR THE REPAIR OF DEFECTS WHICH MAY OCCUR AND WHICH ARE NOT COVERED BY THIS LIMITED WARRANTY.

BY EXECUTING THE PURCHASE AGREEMENT, YOU ALSO ACKNOWLEDGE THAT WE HAVE ADVISED YOU, AND YOU AGREE, THAT THE SALES REPRESENTATIVES ARE NOT AUTHORIZED TO MAKE ANY REPRESENTATION, WARRANTY OR PROMISE, NOR ANY MODIFICATION OR ADDITION TO THE PURCHASE AGREEMENT, WHICH IS BINDING UPON US, UNLESS THE REPRESENTATION, WARRANTY, PROMISE, MODIFICATION OR ADDITION IS CONTAINED IN A SEPARATE WRITTEN DOCUMENT SIGNED BY OUR PRESIDENT OR A VICE PRESIDENT. NO SALES REPRESENTATIVE IS AUTHORIZED TO WAIVE OR DIMINISH THIS PROVISION.

LIMITATION OF LIABILITY. THE DEVELOPER'S LIABILITY, WHETHER IN CONTRACT, IN TORT, OR UNDER WARRANTY, IN NEGLIGENCE OR OTHERWISE, IS LIMITED TO THE COST TO REPAIR OR REPLACE THE DEFECTIVE ITEM OR THE DECREASE IN MARKET VALUE OF THE ITEM AFFECTED AS A RESULT OF THE DEFECT. THE DEVELOPER SHALL NOT BE LIABLE OR RESPONSIBLE TO COMPENSATE OR INDEMNIFY PURCHASER FOR ANY DAMAGES, CLAIM, DEMAND, LOSS, COST, OR EXPENSE RESULTING FROM AN ALLEGED CLAIM OF BREACH OF WARRANTY, WHETHER RELATING TO INJURY TO PERSONS, PROPERTY, OR OTHERWISE, OR RELATING TO THE PRESENCE OF ANY TOXIC OR HAZARDOUS WASTE, SUBSTANCE, OR CONTAMINANT IN, ON, OR UNDER THE PROPERTY, THE CONDOMINIUM OF WHICH THE PROPERTY IS A PART, OR THE REAL ESTATE ADJACENT TO OR IN CLOSE PROXIMITY WITH SUCH DEVELOPMENT.

UNDER NO CIRCUMSTANCES SHALL THE DEVELOPER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY DAMAGES BASED ON CLAIMED DIMINUTION OF THE VALUE OF THE UNIT AND/OR ANY STRUCTURE OR DWELLING THEREON, OR LOSS OF USE, EVEN IF DEVELOPER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EACH PURCHASER AGREES THAT ALL OF PURCHASER'S RIGHTS RELATING TO THE PURCHASE AGREEMENT AND THE PURCHASER'S UNIT MAY BE ASSERTED ONLY BY THE PURCHASER AND NOT BY ANY ASSOCIATION OR ANY CLASS REPRESENTATIVE; AND EACH PURCHASER ACKNOWLEDGES THAT DEVELOPER WOULD NOT AGREE TO SELL THE UNIT TO THE PURCHASER WITHOUT SUCH AGREEMENT BY THE PURCHASER. YOU MAY BE REQUIRED TO PAY SUBSTANTIAL SUMS FOR THE REPAIR OF DEFECTS WHICH MAY OCCUR AND WHICH ARE NOT COVERED BY THIS LIMITED WARRANTY.

Except as provided in the Limited Warranty, we have not made, and will not make, and you agree that you are not relying upon and will not commence any action or proceeding to enforce, any warranty of any kind whatsoever, express or implied.

At the time of Closing, you will provide a written notice listing reasonable times and dates when the Unit will be assessable for repair of any alleged defects.

Certain components and appliances installed in your Unit also carry a limited warranty offered by their manufacturer which we will assign to you on the Closing

Date.

3. Radon Gas.

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

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

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

The EPA, as well as state and local regulatory authorities, are best equipped to render advice regarding the risks which may exist in a particular area, the risks associated with radon exposure, the methods available to detect and measure radon levels, and whether remedial measures may be advisable in particular circumstances to reduce the risk of radon exposure. The EPA has published two guides which are available to interested persons: "A Citizen's Guide to Radon: What It Is and What To Do About It" and "Radon Reduction Methods: A Homeowner's Guide."

4. Mold.

Residential home construction is not, and cannot be, designed to exclude mold spores. The presence of mold spores in the air and on building materials is beyond the control of the Developer.

Mold is a type of fungus. It occurs naturally in the environment, and it is necessary for the natural decomposition of plant and other organic material. It spreads by means of microscopic spores borne on the wind, and is found everywhere life can be supported.

Most homeowners are familiar with mold growth in the form of bread mold, and mold that may grow on bathroom tile. In order for mold to grow, mold requires a food source. This might be supplied by items found in the home, such as fabric, carpet or even wallpaper, or by building materials, such as drywall, wood and insulation, to name a few. Also, mold growth requires a temperate climate. The best growth occurs at temperatures between 40° F and 100° F. Finally, mold growth requires moisture. Moisture is the only mold growth factor that can be controlled in a

residential setting. By minimizing moisture, a homeowner can reduce or eliminate mold growth.

Moisture in the home can have many causes. Spills, leaks, overflows, condensation, and high humidity are common sources of home moisture. Good housekeeping and home maintenance practices are essential in the effort to prevent or eliminate mold growth. If moisture is allowed to remain on the growth medium, mold can develop within 24 to 48 hours.

As a homeowner you can take certain positive steps to reduce or eliminate the occurrence of mold growth in the home, and thereby minimize any possible adverse effects that may be caused by mold. These steps include the following:

- a. Before bringing items into the home, check for signs of mold. Potted plants (roots and soil), furnishings, or stored clothing and bedding material, as well as many other household goods, could already contain mold growth.
- b. Regular vacuuming and cleaning will help reduce mold levels. Mild bleach solutions and most tile cleaners are effective in eliminating or preventing mold growth.
- c. Keep the humidity in the home low. Vent clothes dryers to the outdoors. Ventilate kitchens and bathrooms by opening the windows, by using exhaust fans, by running the air conditioning, or by running a dehumidifier to remove excess moisture in the air, and to facilitate evaporation of water from wet surfaces.
- d. Promptly clean up spills, condensation, and other sources of moisture. Thoroughly dry any wet surfaces or material. Do not let water pool or stand in your home. Promptly replace any materials that cannot be thoroughly dried, such as drywall or insulation.
- e. Inspect for leaks on a regular basis. Look for discolorations or wet spots. Repair any leaks promptly. Inspect condensation pans (refrigerators and air conditioners) for mold growth. Take notice of musty odors, and any visible signs of mold.
- f. If mold develops, thoroughly clean the affected area with a mild solution of bleach. First, test to see if the affected material or surface is color safe. Porous materials, such as fabric, upholstery, or carpet should be discarded. If the mold growth be severe, call on the services of a qualified professional cleaner.

5. Mold Disclaimer.

Whether or not your Unit experiences mold growth depends largely on how you manage and maintain your home. Our responsibility is limited to things that we can control. As explained in our written Limited Warranty, provided by separate instrument, we will repair or replace defects in our construction (defects defined as a failure to comply with reasonable standards of residential construction) for a period

of one (1) year from the date of closing. THE DEVELOPER IS NOT RESPONSIBLE FOR ANY DAMAGES CAUSED BY MOLD, OR ANY OTHER AGENT, THAT MAY BE ASSOCIATED WITH CONSTRUCTION, INCLUDING BUT NOT LIMITED TO PROPERTY DAMAGE, PERSONAL INJURY, LOSS OF INCOME, EMOTIONAL DISTRESS, DEATH, LOSS OF USE, LOSS OF VALUE, ALTERNATE LIVING EXPENSES, ADVERSE HEALTH EFFECTS, OR ANY OTHER EFFECT CAUSED BY MOLD OR ANY OTHER AGENT. ANY IMPLIED WARRANTIES, INCLUDING AN IMPLIED WARRANTY OF WORKMANLIKE CONSTRUCTION, HABITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, ARE WAIVED AND DISCLAIMED.

This notice, disclosure, and disclaimer agreement is hereby appended to and made a part of the Purchase Agreement. The consideration for this agreement shall be the same consideration as stated in the contract of sale. Should a court of competent jurisdiction rule any term or provision of this agreement invalid or unenforceable, the remainder of this agreement shall nonetheless stand in full force and effect.

6. Noise.

Due to the type of design and construction, occupants of the unit may be subject to noise from adjoining units and noise from external sources normally found in an urban environment. These noises may be from the water and plumbing system (i.e.: toilets flushing, running dishwashers, showers, washing machines, etc.), noise from garage doors opening and closing, and cars driving in and out, noise from neighboring property and business and traffic. By purchasing a Unit in the Condominium and accepting a deed to your Unit, Purchaser's agree to release the Developer and their respective agents from any and all claims arising from any audible noises that originate outside of your Unit. Residential home construction is not, and cannot be, designed to exclude all sources of noise within a Unit.

IX. Purpose of Disclosure Statement.

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

The Michigan Department of Commerce publishes the Condominium Buyers Handbook that the Developer has delivered to you. The Developer assumes no obligation, liability, or responsibility as to the statements contained therein or omitted from The Condominium Buyers 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 Commerce, legal phraseology, technical terms and terms of art have been minimized and brevity has been the objective to the extent consistent with the purposes of the Disclosure Statement and rules of the Michigan Department of Commerce.

Lumberg Freeman Gleeson Hicks & Khalil PLLC has served as legal counsel to Tara Gateways LLC in connection with the preparation of this Disclosure Statement and the Gateways of Plymouth Master Deed, Bylaws, Purchaser Information Book and other Condominium Documents. Lumberg Freeman Gleeson Hicks & Khalil PLLC has relied upon sources of information we believe to be accurate in an effort to fully disclose material facts about the project. In relying upon the information provided to us, we have not passed on the accuracy of the factual matters contained in the Gateways of Plymouth Master Deed, Bylaws, Condominium Subdivision Plan, or factual matters contained in the Condominium Documents and this Disclosure Statement.

**GATEWAYS OF PLYMOUTH
MASTER DEED**

FEB 23 2006

LI-44074 Po-372
2006/2561 2/23/2006 09:00AM
Barford J. "Dunsblood"
Janna Co. Register of Deeds

10007321

EXAMINED AND APPROVED

DATE 02/23/2006

BY alm A/L/U

NORMAN C. DUPLIE

PLAT ENGINEER

MASTER DEED

GATEWAYS OF PLYMOUTH

(Act 59, Public Acts of 1978, As Amended)

THIS MASTER DEED is made and executed on this 2nd day of February, 2006, by Gateways of Plymouth L.L.C., a Michigan limited liability company, hereinafter referred to as the "Developer," whose office is situated at 40400 E. Ann Arbor Road, Suite 100, Plymouth, Michigan 48170, in pursuance of the provisions of the Michigan Condominium Act as amended (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act."

WITNESSETH:

WHEREAS, the Developer is the owner of certain real property located in the Township of Plymouth, County of Wayne, Michigan, and more particularly described as follows:

Part of Lot 51 and all of Lots 49 and 50 of The Supervisors Plymouth Plat No. 3 of Holcomb's Addition to the Village of Plymouth Township and part of Section 23, T1S, R8E, Plymouth Township, Wayne County, Michigan as recorded in Liber 66 of Plats, Page 38, Wayne County Records. Being more particularly described as: Beginning at the Southwest corner of said Lot 49; thence N 13°01'20" W, 120.19 feet; thence S 76°32'08" W, 26.99 feet; thence N 13°01'20" W, 159.83 feet; thence N 76°32'08" E, 400.00 feet; thence N 13°01'23" W, 114.98 feet to a point on the southerly limited access right-of-way line of M-14; thence 217.28 feet along the arc of a non-tangent curve to the right having a radius of 2,544.42 feet, a central angle of 04°53'34" and a long chord bearing N 84°53'29" E, 217.22 feet along said limited access right-of-way to a point on the westerly line of Phoenix Park Subdivision, as recorded in Liber 47, Page 14, Wayne County Records; thence along said subdivision S 02°20'30" E, 64.94 feet; thence S 12°49'50" E, 299.53 feet; thence S 76°30'58"W, 575.13 feet to the Point of Beginning. Subject to any and all easements or rights-of-way of record if any. Property as described contains 4.281 acres of land more or less.

No. 225 Removal by Date 2-23-06
This is to certify that there are no tax liens or titles on this property and that taxes are paid for FIVE YEARS previous to date of this instrument EXCEPT not examined

WAYNE COUNTY TREASURER Clerk [Signature]

Tax Code #: R-78-017-03-0049-002, R-78-017-03-0049-003 and R-78-017-03-0051-005

02-23-2006 44CL7175

DEED'S 12.00

MDC 204-GR

6600

(A)

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

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

ARTICLE I

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 in limitation, the Articles of Incorporation and corporate By-Laws and Rules and Regulations of the Gateways of Plymouth Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements, and other instruments affecting the establishment of or transfer of interests in Gateways of Plymouth 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 Gateways of Plymouth Association, 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 of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium documents or the laws of the State of Michigan.

3. "Association By-Laws" means the corporate By-Laws of Gateways of Plymouth Association, the Michigan non-profit corporation organized to manage, maintain and administer the Condominium.
4. "Common elements," where used without modification, shall mean both the general and limited common elements described in Article IV hereof.
5. "Condominium By-Laws" means Exhibit "A" hereto, being the By-Laws 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.
6. "Condominium documents" wherever used means and includes this Master Deed and Exhibits "A" and "B" hereto, the Articles of Incorporation, the By-Laws, and the Rules and Regulations, if any, of the Association.
7. "Condominium" means and includes the land and the buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Gateways of Plymouth as a condominium project established in conformity with the provisions of the Act.
8. "Condominium Subdivision Plan" means Exhibit "B" hereto.
9. "Construction and sales period" means, for the purposes of the Condominium documents and the rights reserved to the Developer thereunder, the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any unit which it offers for sale.
10. "Co-owner" means a person, firm, corporation, partnership, association, trust, or other legal entity or any combination thereof who or which owns one (1) or more units in the Condominium. The term "owner," wherever used, shall be synonymous with the term "co-owner." "Co-owner" shall also include a land contract vendee, and both the land contract vendor and vendee shall have joint and several responsibility for assessments by the Association.
11. "Developer" means Gateways of Plymouth L.L.C., a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns.
12. "First annual meeting" means the initial meeting at which nondeveloper co-owners are permitted to vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting (a) may be held at any time, in the Developer's sole discretion, after fifty percent (50%) of the units which may be created are sold, and (b) must be held within (i) fifty-four (54) months from the date of the first unit conveyance, or (ii)

one hundred twenty (120) days after seventy-five percent (75%) of all units which may be created are sold, whichever occurs first.

13. "Mortgagee" means the individual, financial institution, corporation, partnership, or other entity holding a first mortgage on an individual condominium unit in Gateways of Plymouth.

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.

15. "Unit" means the enclosed space constituting a single complete condominium unit in Gateways of Plymouth, as such space may be described in Exhibit "B" hereto.

Whenever any reference herein is made to one (1) gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where the same would be appropriate.

ARTICLE II

TITLE OF CONDOMINIUM

The Condominium shall be known as Gateways of Plymouth, Wayne County Condominium Subdivision Plan No. 900. The architectural plans for the Condominium were approved by the Township of Plymouth, Wayne County, State of Michigan. The Condominium is established in accordance with the Act.

ARTICLE III

NATURE OF CONDOMINIUM

1. The buildings and units contained in the Condominium, including the number, boundaries, dimensions and area of each condominium unit therein, are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" hereto. Each building contains individual units for residential purposes and each unit is capable of individual utilization on account of having its own entrance from and exit to a common element of the Condominium.

2. Each co-owner in the Condominium shall have an exclusive right to his condominium unit and shall have undivided and inseparable rights to share with other co-owners the common elements of the Condominium as are designated by this Master Deed.

3. No co-owner shall use his condominium unit or the common elements in any manner inconsistent with the purposes of the Condominium or in any manner which will interfere with or impair the rights of any other co-owner in the use and enjoyment of his condominium unit or the common elements.

ARTICLE IV

COMMON ELEMENTS

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

1. The general common elements are:

a. The land described in page one hereof, including the open space, common roadway, common sidewalks, and parking spaces, which may be assigned by the Association for use by specific units if overcrowding occurs.

b. The electrical wiring network throughout the Condominium up to, but not including, the electric meter for each unit.

c. The natural gas line network throughout the Condominium up to, but not including, the gas meter for each unit.

d. The telephone, telecommunication and television wiring networks throughout the Condominium up to, but not including, connections to provide service to individual units.

e. The plumbing network throughout the Condominium, including that contained within unit walls, up to but not including the point of connection with plumbing fixtures within any unit. The Developer reserves the right to install separate water submeters for each unit so that the Association may bill units for actual individual usage, in which case the general common element plumbing network throughout the Condominium will be to the water submeter for each unit.

f. The water distribution system, sanitary sewer system and storm drainage system throughout the Condominium.

g. The foundations, supporting columns, unit perimeter walls (including windows, doors and heating ducts therein), roofs, ceilings, floor construction between unit levels, basement and garage floors, and chimneys.

h. Such other elements of the Condominium not herein designated as general or limited common elements which are not

enclosed within the boundaries of a unit and which are intended for common use or necessary to the existence, upkeep and safety of the Condominium.

i. Easements for all of the aforementioned utility systems that are provided by or for the benefit of third parties are hereby dedicated to them for that purpose in the locations as set forth in Exhibit "B" hereto.

Some or all of the utility lines (including mains and service leads) and equipment described in Article IV, paragraphs 1b, c, d, e, and f may be owned by the local municipal authority or by the company that is providing the pertinent utility service. Accordingly, such utility lines and equipment shall be general common elements only to the extent of the co-owners' interest therein, and the Developer makes no warranty whatever with respect to the nature or extent of such interest, if any.

2. The limited common elements are:

a. Each individual driveway, porch and adjacent sidewalk in the Condominium is restricted in use to the co-owner of the unit which opens into such driveway, porch and adjacent sidewalk, as shown on Exhibit "B" hereto.

b. Each individual balcony, deck and patio in the Condominium is restricted in use to the co-owner of the unit which opens into such balcony, deck and patio as shown on Exhibit "B" hereto.

c. Each individual exterior air conditioner compressor and the pad upon which it sits shall be restricted in use to the co-owner of the unit to which it is connected.

d. The interior surfaces of unit perimeter walls (including windows and doors therein), fireplaces, ceilings and floors contained within a unit shall be subject to the exclusive use and enjoyment of the co-owner of such unit.

3. The respective responsibilities for the insurance, maintenance, decoration, repair, and replacement of the common elements are as follows:

a. The cost of maintenance, repair and replacement of the limited common elements described in Article IV, paragraph 2c above shall be borne by the co-owner of the unit to which such limited common elements respectively appertain; provided, however, that any patio area consisting primarily of lawn area shall be mowed by the Association and any fences by patios installed by the Developer or the Association shall be maintained, repaired and replaced by the Association.

b. The cost of maintenance, repair and replacement of the doors (including garage doors), window glass, screens, and that portion of the window frame attached to the glass referred to in Article IV, paragraph 1g, and any other expense not covered by insurance provided by the Association, such as the deductible amount of the insurance coverage, shall be borne by the co-owner of the unit in which such general common elements are located.

c. The cost of insurance, maintenance, repair, and replacement of all other general and limited common elements described above shall be borne by the Association unless such maintenance, repair and replacement is necessitated by co-owner fault (which shall include actions by guests, agents, invitees, tenants, family members, or pets), in which case the co-owner at fault shall bear such costs as exceed any insurance proceeds, including any deductible amount. The cost of decoration (but not repair or replacement except in cases of co-owner fault) of all surfaces referred to in Article IV, paragraph 2d shall be borne by the co-owner of each unit to which such surfaces are appurtenant.

d. The cost of maintaining, repairing and replacing the water heater, garage door opener, internal unit plumbing, individual basement sump pumps, dishwasher, refrigerator, stove, oven, garbage disposal, heating and air conditioning equipment, lighting fixtures, and other items servicing a unit that are not common elements, whether or not they are within the unit they service, shall be the sole responsibility of the co-owner whose unit is serviced by such items.

e. The individual co-owners shall be responsible for the cost and installation of bulbs within the light fixtures at the front and back of their respective units, although the fixtures themselves shall be maintained by the Association.

f. In the event a co-owner fails to maintain, decorate, repair or replace any items for which he is responsible, the Association (and/or the Developer during the construction and sales period) shall have the right, but not the obligation, to take whatever action or actions it deems desirable to so maintain, decorate, repair or replace any of such common elements, all at the expense of the co-owner of the unit. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at a future time. All costs incurred by the Association or the Developer in performing any responsibilities under this Article IV which are required, in the first instance to be borne by any co-owner, shall be assessed against such co-owner and shall be due and payable with his monthly assessment next falling due; further, the lien for nonpayment shall attach as in all cases of regular assessments and

such assessments may be enforced by the use of all means available to the Association under the Condominium documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

4. Subject to any prior governmental approvals, co-owners of adjacent units may make the following changes to said units at their own expense, subject to architectural approval, required to protect the structural integrity of the building, of the Association Board of Directors:

a. Doorways and other such openings as are permitted by Section 47 of the Act, may be opened between adjacent units and such passageways shall become appurtenant to said units.

b. The co-owner or co-owners making any such change shall reimburse the Association for the cost of preparation and recording of any necessary amendment to the Master Deed and several co-owners making such changes may join together in one amendment.

5. Until the Developer has sold all of the units in the Condominium, it may, in its discretion, (a) modify the dimensions of unsold units, the general common elements and limited common elements appurtenant to any unit, by enlargement, combination, division or reduction in size and (b) make such structural alterations as it deems necessary or appropriate to any unsold units or common elements. However, no such modifications or alterations may be performed which would unreasonably impair or diminish the appearance of the Condominium or the view, privacy or other significant attribute or amenity of any unit sold by Developer which adjoins or is proximate to the modified unit. All space in the Condominium, since it is or could be affected by such a modification or structural alteration, is hereby designated as "convertible areas," whether or not so designated on the Condominium Subdivision Plan attached hereto as Exhibit "B." Such space may be converted, in the Developer's sole discretion, into portions of a unit, general common elements or limited common elements, or any combination of these, and the responsibility for maintenance, repair and replacement therefor may be assigned by an amendment to this Master Deed effected solely by Developer without the consent of any other person. No unit altered or modified in accordance with the provisions of this section shall be conveyed until an amendment to this Master Deed effectuating such modification is recorded. 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 unanimously consented to such amendment or amendments to this Master Deed and irrevocably appoint Developer 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.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

1. Each unit in the Condominium is described in this paragraph with reference to the Condominium Subdivision Plan of Gateways of Plymouth as surveyed by Jarrett-Mills-Schron & Associates, Inc., a Michigan corporation, and attached hereto as Exhibit "B." Each unit shall include: (1) with respect to each unit basement, all that space contained within the unpainted surfaces of the basement floor and walls and the uncovered underside of the first floor joists, and (2) with respect to the upper floors of units, all that space contained within the interior finished unpainted walls and ceilings and from the finished subfloor, all as shown on the floor plans and sections in Exhibit "B" hereto and delineated with heavy outlines. The dimensions shown on basement plans in Exhibit "B" have been physically measured by Jarrett-Mills-Schron & Associates, Inc. In the event that the dimensions on the measured basement plan of any specific unit differ from the dimensions on the typical basement plan for such unit shown in Exhibit "B," then the typical upper plans for such unit shall be deemed to be automatically changed for such specific unit in the same manner and to the same extent as the measured basement plan. The architectural plans and specifications for the Condominium have been filed with the Township of Plymouth.

2. The percentage of value assigned to each unit in this forty-one (41) unit condominium is set forth in subparagraph 3 below. The percentage of value assigned to each unit shall be determinative of the proportionate share of each respective co-owner in the common elements, proceeds and expenses of administration and the value of such co-owner's vote at meetings of the Association. Notwithstanding anything else contained herein to the contrary, expenses that are billed to the Association based on an equal amount for each unit, such as cable television or management services, shall be shared equally by all co-owners. The percentage of value assigned to each unit is based upon the fraction of the square footage of floor space contained in said unit (as is set forth on Exhibit "B"), not inclusive of the basement area, to the total (nonbasement) square footage of floor space in all units in the Condominium. The total value of the Condominium is one hundred percent (100%).

3. Set forth below are:

a. Each condominium unit number as it appears on the Condominium Subdivision Plan.

b. The percentage of value assigned to each condominium unit.

<u>Unit Number</u>	<u>Percentage of Value Assigned</u>
1	2.83
2	2.52
3	2.83
4	2.83
5	2.52
6	2.83
7	1.93
8	2.72
9	1.90
10	2.36
11	1.90
12	2.36
13	1.93
14	2.72
15	1.93
16	2.72
17	1.90
18	2.36
19	1.90
20	2.36
21	1.93
22	2.72
23	1.93
24	2.72
25	1.90
26	2.36
27	1.90
28	2.36
29	1.93
30	2.72
31	2.83
32	2.83
33	2.83
34	2.52
35	2.83
36	2.83
37	2.52
38	2.83
39	2.82
40	2.52
41	<u>2.82</u>
	100%

ARTICLE VI

RIGHTS OF MORTGAGEES

Notwithstanding any other provision in this Master Deed or the Condominium By-Laws or any other documents, the following provisions shall apply and may not be amended or deleted without the prior written consent of the holders of first mortgages on at least two-thirds (2/3) of the condominium unit of record:

1. A first mortgagee, at its request, is entitled to written notification from the Association of any default by the co-owner of such condominium unit in the performance of such co-owner's obligations under the Condominium documents which is not cured within sixty (60) days.

2. Any first mortgagee who obtains title to a unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage or deed (or assignment) in lieu of foreclosure shall be exempt from any "right of first refusal" contained in the Condominium documents and shall be free to sell or lease such unit without regard to any such provision.

3. Any first mortgagee who obtains title to a unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage or deed (or assignment) in lieu of foreclosure shall not be liable for such unit's unpaid dues or charges which accrue prior to the acquisition of title to such unit by the mortgagee.

4. Notwithstanding any provision of the condominium documents to the contrary, first mortgagees are entitled to vote on amendments to the condominium documents only under the circumstances listed in Section 90a of the Act.

5. Each first mortgagee has the right to examine the books and records of the Association and the Condominium.

6. No co-owner, or any other party, shall have priority over any rights of first mortgagees of condominium units pursuant to their mortgages in the case of a distribution to co-owners of insurance proceeds or condemnation awards for losses to or a taking of condominium units and/or common elements.

7. Any agreement for professional management of the condominium regime or any other contract providing for services which exists between the Association and the Developer or affiliates of the Developer is voidable by the Board of Directors of the Association on the transitional control date or within ninety (90) days thereafter,

and on thirty (30) days' written notice any time thereafter without cause or payment of a termination fee.

8. Notwithstanding anything provided hereinabove to the contrary, in the event of a vote for an amendment to the Condominium documents, any mortgagee ballots not returned within ninety (90) days of mailing shall be counted as approval for the change.

ARTICLE VII

DAMAGE TO CONDOMINIUM

In the event the Condominium is partially or totally damaged or destroyed or partially taken by eminent domain, the repair, reconstruction or disposition of the property shall be as provided by the By-Laws attached hereto as Exhibit "A."

ARTICLE VIII

EASEMENTS

In the event any portion of a unit or common element encroaches upon another unit or common element due to shifting, settling or moving of a building, or due to survey errors or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists and for maintenance easements to, through and over those portions of the land, structures, buildings, improvements, floors, and walls (including interior unit floors and walls) contained therein for the continuing maintenance and repair of all utilities in the Condominium as originally constructed by the Developer and for interior access to water shut-off valves that provide water to the common elements. There shall exist easements of support with respect to any unit interior wall which supports a common element. The Developer and/or the Board of Directors of the Association may grant easements over or through or dedicate any portion of any general common element of the Condominium for utility, roadway or safety purposes. In addition, the Developer reserves the right to grant easements on the general common elements along the exterior boundary of the Condominium to adjacent property owners to acknowledge the historic encroachments they have made on the Condominium property as required by the Township of Plymouth.

ARTICLE IX

AMENDMENT OR TERMINATION

Except as provided in preceding paragraphs as set forth above, the Condominium shall not be terminated or any of the provisions of this

Master Deed or Exhibits attached hereto amended unless done in compliance with the following provisions:

1. The Condominium documents may be amended without the consent of co-owners or mortgagees for any purpose if the amendment does not materially alter or change the rights of a co-owner or materially impair the security of a mortgagee, as defined in Section 90a of the Act. The Developer, for itself and for the Association (acting through a majority of its Board of Directors), hereby expressly reserves the right to amend the Condominium documents for such a purpose. Amendments modifying the types and sizes of unsold units and their appurtenant common elements, showing minor architectural variances and modifications to a unit, correcting survey or other errors made in the Condominium documents, changes required by the Township of Plymouth or any other public authority having jurisdiction over the Condominium, changes deemed necessary to comply with or include provisions permitted by the Act, or for the purpose of facilitating mortgage loan financing for existing or prospective co-owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration, the Department of Housing and Urban Development, and any other agency of the Federal government or the State of Michigan, or by any other institutional participant in the secondary mortgage market which purchases or insures mortgages, and to provide descriptions and assign responsibility for common elements constructed, but not previously disclosed in the Master Deed, shall be examples of amendments which do not materially alter or change the rights of a co-owner or mortgagee.

2. If there is no co-owner other than the Developer, the Developer, with the consent of any interested mortgagee, may unilaterally terminate the Condominium or amend the Master Deed. A termination or amendment under this section shall become effective upon the recordation thereof if executed by the Developer.

3. If there is a co-owner other than the Developer, then the Condominium shall be terminated only by the agreement of the Developer, eighty percent (80%) of the unaffiliated co-owners of condominium units to which all of the votes in the Association appertain and the mortgagees of two-thirds (2/3) of the first mortgages covering the condominium units. Any mortgagee ballots not returned within ninety (90) days of mailing shall be counted as approval for the termination.

4. Agreement of the required majority of co-owners and mortgagees to the termination of the Condominium shall be evidenced by their execution of the termination agreement or of ratifications thereof, and the termination shall become effective only when the agreement is so evidenced of record.

5. Upon recordation of an instrument terminating a Condominium, the property constituting the Condominium shall be owned by the co-owners as tenants in common in proportion to their respective undivided interests in the common elements immediately before recordation. As long as the tenancy in common lasts, each co-owner or the heirs, successors or assigns thereof shall have an exclusive right of occupancy of that portion of the property which formerly constituted the condominium unit.

6. Upon recordation of an instrument terminating a Condominium, any rights the co-owners may have to the assets of the Association shall be in proportion to their respective undivided interests in the common elements immediately before recordation, except that common profits shall be distributed in accordance with the Condominium documents and the Act.

7. The Condominium documents may be amended for a proper purpose, other than as set forth in this Article, even if the amendment will materially alter or change the rights of the co-owners, mortgagees or other interested parties, with the prior written consent of two-thirds (2/3) of the first mortgagees (based upon one (1) vote for each mortgage owned), but only as is required in accordance with Section 90a of the Act, and co-owners of the individual condominium units. A co-owner's condominium unit dimensions or appurtenant limited common elements may not be modified without his consent and that of his mortgagee. Any mortgagee ballots not returned within ninety (90) days of mailing shall be counted as approval for the change. The affirmative vote of two-thirds (2/3) of co-owners is considered two-thirds (2/3) of all co-owners entitled to vote as of the record date for such votes.

8. The Condominium documents may not be amended, so as to affect the site plan for the Condominium approved by the Township of Plymouth, without the advance written approval of the Township of Plymouth, and no provision in the Condominium documents which specifically applies to or grants rights to the Township of Plymouth may be released, changed, modified, or amended without the advance written approval of the Township of Plymouth.

9. A person causing or requesting an amendment to the Condominium documents shall be responsible for costs and expenses of the amendment to the Condominium documents except for amendments based upon a vote of a prescribed majority of co-owners or based upon the Advisory Committee's decision, the costs of which are expenses of administration.

10. A Master Deed amendment dealing with the addition, withdrawal or modification of units or other physical characteristics of the Condominium shall comply with the standards prescribed in the Act for preparation of an original Condominium Subdivision Plan for the

Condominium. A Consolidating Master Deed, if necessary, and any plans showing the condominium as built shall be recorded not later than one (1) year after completion of construction in order to consolidate all phases or amendments of this Condominium. A copy of any recorded Consolidating Master Deed shall be provided to the Association of co-owners.


11. During the construction and sales period, this Master Deed, and all Exhibits attached hereto, shall not be amended without the written consent of the Developer.

GATEWAYS OF PLYMOUTH L.L.C.,
Developer

By: 
Benito Scappaticci, Member

STATE OF MICHIGAN, COUNTY OF WAYNE

The foregoing document was acknowledged before me this 22nd day of February, 2006, by Benito Scappaticci, Member, on behalf of Gateways of Plymouth, L.L.C., a Michigan limited liability company, by authority of its Operating Agreement.


, Notary Public
County, Michigan
Acting in Wayne County
My commission expires:

PATRICIA CALICK
NOTARY PUBLIC MACOMB CO, MI
MY COMMISSION EXPIRES Mar 23, 2008
ACTING IN THE COUNTY OF WAYNE

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

EXHIBIT "A"**CONDOMINIUM BY-LAWS****GATEWAYS OF PLYMOUTH****ARTICLE I****ASSOCIATION OF CO-OWNERS**

Section 1. Gateways of Plymouth, a condominium, located in the Township of Plymouth, County of Wayne, and State of Michigan, shall be administered by an association of co-owners which shall be a non-profit corporation, hereinafter called the "Association," organized under the applicable laws of the State of Michigan and responsible for the management, maintenance, operation, and administration of the common elements, easements and affairs of the Condominium in accordance with the Master Deed, these By-Laws, the Articles of Incorporation, the Association By-Laws, the duly adopted Rules and Regulations of the Association, and the laws of the State of Michigan. All co-owners in the Condominium and all persons using or entering upon or acquiring any interest in any condominium unit therein or the common elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium documents.

Section 2. Membership in the Association and voting by members of the Association shall be in accordance with the following provisions:

a. Each co-owner shall be a member of the Association and no other person or entity shall be entitled to membership.

b. 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 condominium unit in the Condominium.

c. Except as limited by these By-Laws, each co-owner who is current in the payment of his assessments shall be entitled to one (1) vote for each condominium unit owned when voting by number and one (1) vote, the value of which shall equal the total of the percentage allocated to the condominium unit owned by such co-owner as set forth in Article V of the Master Deed, when voting by value. Voting shall be by value except in those instances when voting is specifically required to be both by value and by number.

d. No co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a condominium unit in the Condominium to

the Association, such as a copy of a recorded deed, signed land contract or title insurance policy. A land contract vendee shall be considered the co-owner for voting purposes. No co-owner, other than the Developer, shall be entitled to vote prior to the first annual meeting of members held in accordance with Section 6 of this Article I. The vote of each co-owner may only be cast by the individual representative designated by such co-owner in the notice required in subparagraph e below or by a proxy given by such individual representative. The Developer may only vote for those units for which it has a certificate of occupancy.

e. Each co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such co-owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the condominium unit or condominium units owned by the co-owner, and the name and address of each person, firm, corporation, partnership, association, trust, or other entity who is the co-owner. Such notice shall be signed and dated by the co-owner. The individual representative designated may be changed by the co-owner at any time by filing a new notice in the manner herein provided.

f. Each co-owner shall notify the Association in writing of the name and address of the mortgagee for his unit, as well as when there is no longer a mortgage on the unit.

g. There shall be annual meetings of the members of the Association, commencing with the first annual meeting held as provided in Section 6 of this Article I. Other meetings may be provided for in the By-Laws of the Association. Notice of time, place and subject matter of all meetings, as provided in the corporate By-Laws of the Association, shall be given to each co-owner by mail or delivery to each individual representative designated by the respective co-owners.

h. The presence in person or by proxy of twenty-five percent (25%) in number and in value 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 set forth herein to require a greater quorum. If a quorum shall not be present at any meeting, the members present may adjourn the meeting for not more than thirty (30) days, and the quorum for said rescheduled meeting shall be one-half (1/2) of that required at the preceding meeting. The written vote of any person, furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy, shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

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

j. A majority, except where otherwise provided herein, shall consist of more than fifty percent (50%) in value of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth and may be required to be one (1) of both number and value of designated voting representatives present in person or by proxy, or by written ballot, if applicable, at a given meeting of the members of the Association.

k. Other provisions as to voting by members not inconsistent with the provisions herein contained may be set forth in the Association By-Laws.

Section 3. The Association shall keep current copies of the recorded Master Deed, all amendments to the Master Deed and other Condominium documents for the Condominium, and detailed books of account showing all expenditures and receipts of administration 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 Condominium documents shall be available during reasonable working hours for inspection by co-owners, prospective purchasers and their mortgagees of condominium units in the Condominium. Such accounts shall be open for inspection by the co-owners during reasonable working hours, and the books and records shall be audited at least once each year by qualified independent auditors, if requested in writing by any co-owner; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. The cost of such professional accounting assistance shall be an expense of administration. Income, expenses and position statements shall be prepared at least once annually and distributed to each co-owner, the contents of which shall be defined by the Association. Any institutional holder of a first mortgage lien on any unit in the Condominium shall be entitled, upon request, to inspect the books and records of the Condominium during normal business hours and to receive the annual audited financial statement of the Condominium referred to above within ninety (90) days following the end of any fiscal year thereof. If an audited statement is not available, any holder of a first mortgage on a unit in the Condominium shall be allowed to have an audited statement prepared at its own expense.

Section 4. The affairs of the Association shall be governed by a Board of Directors, all of whom shall serve without compensation and who must be members of the Association, except for the first Board of Directors which is designated by the Developer prior to the first annual meeting of members held pursuant to Section 6 of this Article I. The number, terms of office, manner of election, removal and replacement, meetings, quorum and voting requirements, and other provisions of or relating to directors not inconsistent with the following shall be provided by the Association By-Laws.

a. The Board of Directors shall have all powers and duties necessary for the administration of the affairs of the Association and may do all acts and things that are not prohibited by the Condominium documents or required thereby to be exercised and done by the co-owners. In addition to the foregoing duties imposed by these By-Laws or any further duties which may be imposed by resolution of the members of the Association or which may be set forth in the Association By-Laws, the Board of Directors shall be responsible specifically for the following:

(1) To manage and administer the affairs and maintenance of the Condominium and the common elements thereof.

(2) To levy, collect and disburse assessments against and from the members of the Association and to use the proceeds thereof for the purposes of the Association, to enforce assessments through liens and foreclosure proceedings when appropriate and to impose late charges for nonpayment of said assessments.

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

(4) To rebuild improvements to the common elements after casualty.

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

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

(7) To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the business

of the Association, and to secure the same by mortgage, pledge or other lien on property owned by the Association; provided, however, that any such action shall also be approved by the affirmative vote of sixty percent (60%) of all of the members of the Association in number and in value.

(8) To contract for cable television or other equivalent telecommunication services to the Condominium that shall be available for all co-owners and the expenses for which may be assessed equally to all co-owners as part of their individual monthly assessments.

(9) To make reasonable rules and regulations governing the use and enjoyment of units and of the Condominium by co-owners and their tenants, guests, employees, invitees, families and pets and to enforce such rules and regulations by all legal methods, including, without limitation, imposing fines and late payment charges, or instituting eviction or legal proceedings.

(10) To enforce the provisions of the Condominium documents.

(11) To make rules and regulations and/or to enter into agreements with institutional lenders, the purposes of which are to enable obtaining mortgage loans by unit co-owners which are acceptable for purchase by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration, the Department of Housing and Urban Development, and any other agency of the Federal government or the State of Michigan, or by any other institutional participant in the secondary mortgage market which purchases or insures mortgages.

(12) To levy, collect and disburse fines against and from the members of the Association after notice and hearing thereon and to use the proceeds thereof for the purposes of the Association.

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

(14) To assert, defend or settle claims on behalf of all co-owners in connection with the common elements of the Condominium. The Board shall provide at least a ten (10) day

written notice to all co-owners on actions proposed by the Board with regard thereto.

(15) To do anything required of or permitted to it as administrator of the Condominium by the Condominium By-Laws or by the Michigan Condominium Act, as amended.

b. The Board of Directors shall employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto), at reasonable compensation established by the Board, to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 4a of this Article I, 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. Any agreement or contract for professional management of the Condominium shall provide that such management contract may be terminated by either party without cause or payment of a termination fee on thirty (30) days' written notice and that the term thereof shall not exceed one (1) year, renewable by agreement of the parties for successive one-year periods.

c. All of the actions (including, without limitation, the adoption of these By-Laws and any Rules and Regulations 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 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 or any subsequent annual meeting of members, so long as 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 5. The Association By-Laws shall provide the designation, number, terms of office, qualifications, manner of election, duties, removal, and replacement of the officers of the Association, and may contain any other provisions pertinent to officers of the Association in furtherance of the provisions and purposes of the Condominium documents and not inconsistent therewith. Officers may be compensated, but only upon the affirmative vote of sixty percent (60%) of all co-owners in number and in value.

Section 6. The first annual meeting of the members of the Association may be convened only by the Developer and may be called at any time after more than fifty percent (50%) in value and in number of all units in Gateways of Plymouth have been sold and the purchasers

thereof qualified as members of the Association, with said Condominium to be constructed with a maximum of forty-one (41) condominium units, but in no event later than fifty-four (54) months after the first conveyance of title to a unit in the Condominium to a nondeveloper co-owner. The Developer may call meetings of members of the Association 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 the first annual 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. Thereafter, the annual meetings shall be held as specified in the By-Laws of the Association. Upon the sale of seventy-five percent (75%) in value and in number of all units in the development, the transitional control date shall occur, which is the date on which a Board of Directors for 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.

a. The Developer shall provide for the election of a nondeveloper Advisory Committee composed of three (3) co-owners no later than one hundred twenty (120) days after conveyance of legal or equitable title to nondeveloper co-owners of one-third (1/3) of the units that may be created, or one (1) year after the initial conveyance of legal or equitable title to a nondeveloper co-owner of a unit in the Condominium, whichever occurs first. The Advisory Committee shall meet with the Board of Directors for the purpose of facilitating communication and aiding the transition of control to the Association. The Advisory Committee shall cease to exist when a majority of the Board of Directors of the Association is elected by the nondeveloper co-owners. Following the formation of the Advisory Committee, the first Board of Directors shall meet with it a minimum of four (4) times each year. The members of the Advisory Committee shall serve for a period of one (1) year or until their successors are elected.

b. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to nondeveloper co-owners of twenty-five percent (25%) of the units that may be created, at least one (1) director and not less than twenty-five percent (25%) of the Board of Directors of the Association shall be elected by nondeveloper co-owners. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to nondeveloper co-owners of fifty percent (50%) of the units that may be created, not less than thirty-three and one-third percent (33-1/3%) of the Board of Directors shall be elected by nondeveloper co-owners. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to nondeveloper co-owners of seventy-five percent (75%) of the units that may be created, and before conveyance of ninety percent (90%) of such units, the nondeveloper

co-owners shall elect all directors on 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 percent (10%) of the units in the Condominium or as long as ten percent (10%) of the units remain that may be created.

c. Notwithstanding the formula provided in subsection b, fifty-four (54) months after the first conveyance of legal or equitable title to a nondeveloper co-owner of a unit in the Condominium, if title to not less than seventy-five percent (75%) of the units that may be created has not been conveyed, the nondeveloper 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 of Directors of the Association 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 b. Application of this subsection does not require a change in the size of the Board as determined in the Condominium documents.

d. If the calculation of the percentage of members of the Board that the nondeveloper co-owners have the right to elect under subsection b, or if the product of the number of members of the Board multiplied by the percentage of units held by the nondeveloper co-owners under subsection c results in a right of nondeveloper co-owners to elect a fractional number of members of the Board, 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 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. Application of this subsection shall not eliminate the right of the Developer to designate one (1) member as provided in subsection b.

Section 7. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding 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 in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance, willful and wanton misconduct or gross negligence in the performance of his duties; provided, however, 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 only apply if the Board of Directors (with the director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interests 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. Ten (10) days' written notice of any proposed action by the Association to indemnify an officer or director shall be given to all co-owners. Where no judicial determination as to indemnification of the officer or director has been made, an opinion of independent legal counsel as to the propriety of indemnification shall be obtained if a majority of the co-owners vote to procure such opinion.

ARTICLE II

ASSESSMENTS

Section 1. 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 2. All costs incurred by the Association in satisfaction of any liability arising within, caused by or in connection with the common elements or the administration of the Condominium shall be expenses of administration within the meaning of Public Act 59 of 1978, as amended, and all sums received as proceeds of or pursuant to any policy of insurance carried by the Association securing the interests of the co-owners against liabilities or losses arising within, caused by or in connection with the common elements or the administration of the Condominium shall be receipts of administration.

Section 3. Assessments shall be determined in accordance with the following provisions:

a. 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. An adequate reserve fund for maintenance, major repair and replacement of those common elements that must be replaced on a periodic basis must be established in the budget and must be funded by regular monthly payments as set forth in Section 4 below rather than by special assessments. At a minimum, the reserve fund shall be equal to ten percent (10%) of the current annual budget on a noncumulative basis. Since the minimum standard required by this subparagraph may prove to be

inadequate for this particular Condominium, the Board of Directors 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 and, in the event of such a determination, the Board of Directors shall be empowered to establish such greater or other reserves without co-owner approval. Upon adoption of such 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. The requirement of establishing and furnishing a budget shall also apply to the first Board of Directors serving prior to the first meeting of members held in accordance with Article I, Section 6, hereof even though it will be difficult to determine a budget in advance. 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, maintenance and management of the Condominium, (2) to provide replacements of existing common elements, (3) to provide additions to the common elements not to exceed Six Thousand Dollars (\$6,000.00) annually for the entire Condominium (adjusted for increases in the Consumers Price Index used by the United States Department of Labor, Bureau of Vital Statistics, Metropolitan Detroit area, since the date of recording of the initial Master Deed), or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors also shall have the authority, without co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 5, hereof. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or of the members thereof.

b. Special assessments, in addition to those required in (a) above, may be made by the Board of Directors from time to time and approved by the co-owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to, (1) assessments for additions to the common elements of a cost exceeding Six Thousand Dollars (\$6,000.00) annually for the entire Condominium (adjusted for increases in the Consumers Price Index used by the United States Department of Labor, Bureau of Vital Statistics, Metropolitan Detroit area, since the date of recording of the initial Master Deed), (2) assessments to purchase a condominium unit upon foreclosure of the lien for assessments described in Section 6 hereof, or (3) assessments for any other

appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph b (but not including those assessments referred to in subparagraph 3a above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of at least sixty percent (60%) of all co-owners in value and in number. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or of the members thereof.

Section 4. 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, except as set forth below in subparagraphs a and b.

a. Common expenses associated with the maintenance, repair, renovation, restoration, or replacement of a limited common element shall be specially assessed against the condominium unit to which that limited common element was assigned at the time the expenses were incurred. If the limited common element involved was assigned to more than one (1) condominium unit, the expenses shall be specially assessed against each of the condominium units equally so that the total of the special assessments equals the total of the expenses.

b. Any other unusual common expenses benefiting less than all of the units, including individual unit water usage determined by water submeters, or any expenses incurred as a result of the conduct of less than all those entitled to occupy the Condominium, or their tenants or invitees, shall be specifically assessed against the unit or units involved, in accordance with such reasonable rules and regulations as shall be adopted by the Board of Directors of the Association.

c. Annual assessments as determined in accordance with Article II, Section 3a above shall be payable by co-owners in twelve (12) equal monthly installments, commencing with acceptance of a deed to a condominium unit or with acquisition of fee simple title to a condominium unit by any other means.

d. 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 and, if a delinquency occurs, the Board of Directors may accelerate the due date of the balance of the unpaid annual assessment.

e. Assessments in default shall bear interest at the rate of not less than seven percent (7%) per annum, plus such

additional interest rate surcharge as the Board of Directors shall approve, until paid in full. Provided, however, that the interest rate and interest rate surcharge combined applying to delinquent accounts shall not exceed the limit set by usury laws of the State of Michigan. The Board of Directors shall also adopt uniform late payment charges. Additionally, the Association may assess additional fines for chronic late payment or non-payment of assessments in accordance with the provisions of Article XI of these By-Laws. All of these remedies shall be cumulative and not alternative. Payments on account of installments of assessments in default shall be applied as follows: First, to the cost of collection and enforcement of payment, including actual attorney's fees (not limited to statutory fees); second, to late charges, interest and fines for late payment on such installments; and third, to installments in default in order of their due dates.

f. Each co-owner (whether one (1) or more persons) shall be and remain personally liable for the payment of all assessments pertinent to his condominium unit which may be levied while such co-owner is the owner thereof. A purchaser of a unit shall acquire the unit subject to any unpaid assessments against it and shall become personally liable therefor. A co-owner selling a unit shall not be entitled to any refund whatsoever from the Association with respect to any account, reserve or other asset of the Association.

Section 5. 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 condominium unit.

Section 6. In addition to any other remedies available to it, the Association may enforce collection of delinquent assessments, together with all applicable late charges, interest, fines, costs, advances paid by the Association to protect its lien, actual attorney's fees (not limited to statutory fees), and other costs, by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. 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.

a. 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. The redemption period for a foreclosure is six (6) months from the date of sale unless the condominium unit is abandoned, in which

event the redemption period is one (1) month from the date of sale.

b. 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 Michigan law.

c. 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.

d. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for 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 ordinary mail addressed to the delinquent co-owner at his or their last known address and/or to the representative designated in the written notice required by Article I, Section 2e hereof to be filed with the Association, of a written notice that one (1) or more installments of the annual assessment levied against the pertinent unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing.

e. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (1) the affiant's capacity to make the affidavit, (2) the statutory and other authority for the lien, (3) the amount outstanding, (4) the legal description of the subject unit, and (5) the name(s) of the co-owner(s) of record.

f. Such affidavit shall be recorded in the Office of the Register of Deeds in the county in which the Condominium is located prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid.

g. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as it elects hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association

shall so notify the representative that he may request a judicial hearing by bringing suit against the Association.

h. The expenses incurred in collecting unpaid assessments, including late charges, 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.

i. In the event of default by any co-owner in the payment of any installment of the annual assessment levied against his unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any utilities or other services to a co-owner in default upon ten (10) 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, except as shall be necessary for purposes of ingress to and egress from his unit, and shall not be entitled to vote at any meeting of the Association, or be elected to or a voting member of the Board of Directors, and his percentage of value shall not be taken into consideration when determining the quorum requirements for such meetings, so long as such default continues.

j. 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 and, if the unit is not occupied, to lease the unit and collect and apply the rental there from to any delinquency owed to the Association. All of these remedies shall be cumulative and not alternative and shall not preclude the Association from exercising such other remedies as may be available at law or in equity.

Upon the sale or conveyance of a condominium unit, all unpaid assessments, interest, late charges, fines, costs, and actual attorney's fees (not limited to statutory fees) against the condominium unit shall be paid out of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature except the following:

a. Amounts due the State, or any subdivision thereof, or any municipality for taxes and special assessments due and unpaid on the condominium unit.

b. Payments due under a first mortgage having priority thereto.

c. A purchaser or grantee is entitled to a written statement from the Association setting forth the amount of unpaid assessments, interest, late charges, fines, costs, and actual attorney's fees (not limited to statutory fees) against the seller or grantor, and the purchaser or grantee is not liable for nor is the condominium unit conveyed or granted subject to a lien for any unpaid assessments, interest, late charges, fines, costs, and actual attorney's fees (not limited to statutory fees) against the seller or grantor in excess of the amount set forth in the written statement. Unless the purchaser or grantee requests a written statement from the Association as provided in the Act, at least five (5) days before the sale, the purchaser or grantee shall be liable for any unpaid assessments against the condominium unit together with interest, costs, fines, late charges and actual attorney's fees (not limited to statutory fees) incurred in the collection thereof. The Association may require the advance payment of a reasonable processing fee for the issuance of such written statement.

Sums assessed to a co-owner by the Association which are unpaid constitute a lien upon the unit or units in the Condominium owned by the co-owner at the time of the assessment before other liens except tax liens on the condominium unit in favor of any State or Federal taxing authority and sums paid on a first mortgage of record, except that past due assessments which are evidenced by a notice of lien, recorded according to the Act, have priority over a first mortgage recorded subsequent to the recording of the notice of lien. The lien upon each condominium unit owned by the co-owner shall be in the amount assessed against the condominium unit, plus a proportionate share of the total of all other unpaid assessments attributable to condominium units no longer owned by the co-owner but which became due while the co-owner had title to the condominium units. The lien may be foreclosed by an action or by advertisement by the Association in the name of the Condominium on behalf of the other co-owners.

Section 7. During the development and sale period (which shall be defined as the period up to the time of the first annual meeting of members held in accordance with the provisions of Article I, Section 6, hereof), the Developer of the Condominium, even though a member of the Association, shall not be responsible for payment of the monthly Association assessment. The Developer, however, shall, during the period up to the time of the first annual meeting, pay a proportionate share of the Association's current maintenance expenses actually incurred from time to time based upon the ratio of completed condominium units owned by the Developer at the time the expense is incurred to the total number of completed condominium units in the Condominium. In no event shall the Developer be responsible for payment, until after said first annual meeting, of any assessments for deferred maintenance, reserves for replacement, for capital

improvements, or other special assessments except with respect to occupied units owned by it. After the first annual meeting, the Developer shall be responsible for payment of the full monthly Association maintenance assessment for all completed units owned by it and shall also maintain, at its own expense, any incomplete units owned by it. The Developer shall not be responsible at any time for payment of said monthly assessment 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. Further, the Developer shall in no event be liable for any assessment levied in whole or in part to purchase any unit from the Developer or to finance any litigation or other claims against the Developer, any cost of investigating and preparing such litigation or claim, or any similar or related costs. "Occupied unit" shall mean a unit used as a residence. "Completed unit" shall mean a unit with respect to which a certificate of occupancy has been issued by the local public authority.

Section 8. Special assessments and property taxes shall be assessed against the individual condominium units identified as units on the Condominium Subdivision Plan and not on the total property of the Condominium or any other part thereof, except for the year in which the Condominium was established subsequent to the tax day. Taxes and special assessments which become a lien against the property in that year subsequent to the establishment of the Condominium shall be expenses of administration of the Condominium and paid by the co-owners as provided in Section 69 of the Act. The taxes and special assessments shall not be divided or apportioned on the tax roll, any provision of any law to the contrary notwithstanding. Special assessments and property taxes in any year in which the property existed as an established Condominium on the tax day shall be assessed against the individual condominium unit, notwithstanding any subsequent vacation of the Condominium. Condominium units shall be described for such purposes by reference to the condominium unit number on the Condominium Subdivision Plan and the caption thereof together with the liber and page of the county records in which the Master Deed is recorded. Assessments for subsequent real property improvements to a specific condominium unit shall be assessed to that condominium unit description only. For property tax and special assessment purposes, each condominium unit shall be treated as a separate single unit of real property and shall not be combined with any other unit or units, and no assessment of any fractions thereof shall be made, nor shall any division or split of the assessment or taxes of any single condominium unit be made notwithstanding separate or common ownership thereof.

Section 9. A construction lien concerning a condominium arising under Act No. 497 of the Public Acts of 1980, being Section 570.1101 to 570.1305 of the Michigan Compiled Laws, is subject to the following limitations:

a. Except as otherwise provided in this section, a construction lien for an improvement furnished to a condominium unit or to a limited common element shall attach only to the condominium unit to which the improvement was furnished.

b. A construction lien for an improvement authorized by the Developer of a condominium project and performed upon the common elements shall attach only to the condominium units owned by the Developer at the time of recording of the claim of lien.

c. A construction lien for an improvement authorized by the Association shall attach to each condominium unit only to the proportional extent that the co-owner of the condominium unit is required to contribute to the expenses of administration, as provided by the Condominium documents.

d. A construction lien shall not arise or attach to a condominium unit for work performed on the common elements if the work was not contracted for by the Developer or the Association.

Section 10. Any co-owner bringing an unsuccessful lawsuit against the Association and/or its Board of Directors for the administration of the affairs of the Association, found to be consistent with the provisions contained in the Condominium documents, shall be chargeable for all expenses incurred by the Association. Such expenses may be collected by the Association in the same manner as an assessment.

ARTICLE III

ARBITRATION

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

Section 2. 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. Such election and written consent by co-owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

Section 4. The Developer, the Association and the co-owners (by taking ownership of a unit) acknowledge and agree that to the extent permitted by applicable law (Section 144 of the Act), any claim by an co-owner which might be the subject of a civil action against the Developer, which involves an amount of Two Thousand Five Hundred Dollars (\$2,500.00) or more, and arises out of or relates to the Condominium or a unit, or which involves any claim by the Association against the Developer in excess of Ten Thousand Dollars (\$10,000.00), and arises out of or relates to the common elements of the Condominium, shall be settled by binding arbitration conducted pursuant to the Commercial Arbitration Rules of the American Arbitration Association, as amended and in effect from time to time hereafter. The parties shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real property is involved. Judgment upon the award by arbitration may be entered in a circuit court of appropriate jurisdiction.

Section 5. The commencement of any arbitration proceedings against the Developer shall require the approval of two-thirds (2/3) in number of all co-owners. This will ensure that the co-owners are fully informed regarding the prospects and any likely expenses of any arbitration proposed by the Association.

ARTICLE IV

INSURANCE

Section 1. The Association shall carry property coverage for all risks of direct physical loss and liability insurance, fidelity coverage and worker's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the common elements and condominium units of the Condominium, and such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

a. All such insurance shall be purchased by the Association for the benefit of the Association and the co-owners and their mortgagees, as their interests may appear, and provision shall be

made for the issuance of certificates of mortgagee endorsements to the mortgagees of co-owners. Each co-owner may obtain additional insurance coverage at his own expense upon his condominium unit. It shall be each co-owner's responsibility to obtain insurance coverage for his personal property located within his condominium unit or elsewhere in the Condominium, for improvements and betterments to his condominium unit or upon limited common elements, including windows, screens and doors appurtenant to his condominium unit, and also for alternative living expenses in event of fire or other catastrophe. The Association shall have absolutely no responsibility for obtaining such coverages; provided, however, that, if the Association elects to include improvements made to the limited common elements against loss in event of fire or other catastrophe under its insurance coverage, any additional premium cost to the Association attributable thereto shall be assessed to and borne solely by said co-owner and collected as a part of or in addition to the assessments against said co-owner under Article II hereof. The Association and all co-owners shall use their best efforts to see that all property and liability insurance carried by the Association or any co-owner shall contain appropriate provisions whereby the insurer waives its rights of subrogation as to any claims against any co-owner or the Association, and such insurance shall contain a severability of interest endorsement.

b. All common elements and condominium units of the Condominium shall be insured against all risks of direct physical loss in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs as determined annually by the Board of Directors of the Association. Such coverage shall also extend to the unpainted surface of interior walls within any condominium unit and include the pipes, wires, conduits, and ducts contained therein and shall further include all fixtures, equipment and trim within a condominium unit which were furnished with the unit as standard items in accordance with the plans and specifications thereof (or such replacements thereof as do not exceed the cost of such standard items). Any improvements made by a co-owner within his condominium unit shall be covered by insurance obtained by and at the expense of said co-owner; provided, however, that, if the Association elects to include such improvements under its insurance coverage, any additional premium cost to the Association attributable thereto shall be assessed to and borne solely by said co-owner and collected as a part of or in addition to the assessments against said co-owner under Article II hereof.

c. All premiums for insurance purchased by the Association pursuant to these By-Laws shall be expenses of administration and

collected as a part of or in addition to the assessments against said co-owner under Article II hereof.

d. Proceeds of all insurance policies owned by the Association shall be received by the Association held in a separate account and distributed to the Association, and the co-owners and their mortgagees, as their interests may appear; provided, however, that, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these By-Laws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied to such repair or reconstruction, and in no event shall hazard insurance proceeds be used for any purpose other than for repair, replacement or reconstruction of the Condominium unless two-thirds (2/3) of all of the institutional holders of first mortgages on units in the Condominium have given their prior written consent.

e. On any claim on any of the above-mentioned policies of insurance obtained and maintained by the Association which is subject to a deductible amount, said deductible amount shall be paid by the co-owner of the unit which is damaged or which unit has appurtenant to it the limited common element which is damaged. In the event that more than one (1) unit is damaged, then said deductible amount shall be apportioned between and paid by the co-owners of units which are damaged or which units have appurtenant to them the limited common element which is damaged, based upon a fraction the numerator of which is the dollar amount of the damage done to a particular unit and the denominator of which is the total dollar amount of damage done to all units from one (1) specific incident. If the damage is to a limited common element appurtenant to more than one (1) unit, then the deductible amount shall be paid proportionately by the appurtenant units based upon a fraction the numerator of which is the percentage of value assigned to a particular unit and the denominator of which is the sum of the percentages of value assigned to those units appurtenant to the limited common element which is damaged. In the case of damage to a general common element, the deductible shall be paid by the Association.

Section 2. Each co-owner, by ownership of a condominium unit in the Condominium, 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 property insurance, liability insurance, fidelity coverage, and worker's compensation insurance, if applicable, personal property insurance, and coverage for alternate living expenses in event of fire or other catastrophe pertinent to the Condominium, his condominium unit and the common elements appurtenant thereto with such insurer as may, from time to time, provide such insurance for the

Condominium. 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 their 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. Each individual co-owner shall indemnify and hold harmless every other co-owner, the Developer and the Association for all damages and costs, including actual attorney's fees (not limited to statutory fees), which the 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 an individual co-owner's unit. Each co-owner shall carry insurance to secure the indemnity obligations under this Section 3, if required by the Association, or if required by the Developer during the construction and sales period. This Section 3 is not intended to give any insurer any subrogation right or any other right or claim against any individual co-owner.

ARTICLE V

RECONSTRUCTION OR REPAIR

Section 1. If any part of the condominium property shall be damaged, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

a. If the damaged property is a common element or condominium unit, the property shall be rebuilt or repaired if any condominium unit in the Condominium is tenantable, unless it is determined by a unanimous vote of all of the co-owners in the Condominium that the Condominium shall be terminated and each institutional holder of a first mortgage lien on any unit in the Condominium has given its prior written approval of such termination.

b. If the Condominium is so damaged that no condominium unit is tenantable, and if each institutional holder of a first mortgage lien on any unit in the Condominium has given its prior written approval of the termination of the Condominium, the damaged property shall not be rebuilt and the Condominium shall be terminated, unless two-thirds (2/3) or more of the co-owners in value and in number agree to reconstruction by vote or in writing within ninety (90) days after the destruction.

Section 2. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications for the Condominium to a condition as comparable as possible to the condition existing prior to damage unless the co-owners shall unanimously decide otherwise.

Section 3. If the damage is only to a part of a condominium unit which is the responsibility of a co-owner to maintain and repair, it shall be the responsibility of the co-owner to repair such damage in accordance with Section 4 hereof. In all other cases, the responsibility for reconstruction and repair shall be that of the Association. In the event that a co-owner does not commence making repairs as required of such co-owner herein within thirty (30) days of the occurrence of the damage and diligently pursue such repairs to completion, the Board of Directors may make such repairs and the cost thereof shall constitute an additional assessment against such co-owner, due and enforceable as provided in these By-Laws for other assessments.

Section 4. Each co-owner shall be responsible for the reconstruction, repair and maintenance of the interior of his condominium unit, including, but not limited to, floor coverings, wall coverings, window shades, draperies, interior nonload-bearing walls (but not any common elements therein), walls contained wholly within the unit, and pipes, wires, conduits, and ducts therein (after connection with fixtures), interior trim, furniture, light fixtures, and all appliances and equipment, whether freestanding or built-in. In the event damage to interior walls within a co-owner's unit or to pipes, wires, conduits, ducts, or other common elements therein is covered by insurance held by the Association, then the reconstruction or repair shall be the responsibility of the Association in accordance with Section 8; provided, however, that any deductible amount be paid by the co-owner to whom the damage occurred. If any other interior portion of a unit is covered by insurance held by the Association for the benefit of the co-owner, the co-owner shall be responsible for the deductible amount, if any, and shall be entitled to receive the proceeds of insurance relative thereto and, if there is a mortgage endorsement, the proceeds shall be payable to the co-owner and the mortgagee jointly. In the event of substantial damage to or destruction of any unit or any part of the common elements, the Association shall promptly so notify each institutional holder of a first mortgage lien on any condominium unit in the Condominium. The Association shall have a lien for any funds advanced on behalf of any co-owner.

Section 5. Every co-owner shall perform promptly all maintenance and repair work within his own unit, which, if omitted, would affect the common elements or another unit or units, each co-owner being expressly responsible for the damages consequently resulting from such

omission. Repairs of installations within a unit such as telephone, heating and cooling systems, water, sewer and plumbing systems, windows, screens, doors, electrical fixtures, and all other accessories including water faucets, tanks and fixtures, but excluding water meters, shall be an expense of the co-owner of such unit. Each co-owner shall reimburse the Association for any expense incurred in repairing or replacing any common elements damaged through the fault of the co-owner.

Section 6. A co-owner who desires to make a repair or structural modification of his or her condominium unit shall first obtain written consent from the Association. The Association shall not give its consent if such repair or modification might jeopardize or impair the structural soundness, safety, utility, or harmonious appearance of the Condominium.

Section 7. Any person designated by the Association shall have access to each condominium unit as necessary during reasonable hours and upon notice to the occupant thereof for maintenance, repair or replacement of any of the common elements therein or accessible therefrom, and shall have access to each condominium unit without notice for making emergency repairs necessary to prevent damage to other condominium units or the common elements, or both.

Section 8. The Association shall be responsible for the replacement, reconstruction, repair, and maintenance of the common elements. An adequate reserve fund for replacement, reconstruction and repair of the common elements must be established and must be funded by regular monthly payments rather than by special assessments. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs 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 the estimated or actual cost of repair. Any excess proceeds of insurance shall belong to the Association.

Section 9. Section 133 of the Act and the following provisions shall control upon any taking by eminent domain:

a. In the event of any taking of an entire condominium unit by eminent domain, the co-owner of such condominium unit and his

mortgagee, as their interest may appear, shall be entitled to receive the award for such taking and, after acceptance thereof, he and his mortgagee shall be divested of all interest in the Condominium with regard to such unit. In the event that any condemnation award shall become payable to any co-owner whose condominium unit is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Association on behalf of such co-owner. If only a part of any condominium unit is taken, the Association shall rebuild the same as is necessary to make it habitable and remit the balance of the condemnation proceeds pertinent to such condominium unit to the co-owner thereof and his mortgagee, as their interests may appear.

b. If there is any taking of any portion of the Condominium other than any condominium unit, the condemnation proceeds relative to such taking shall be paid to the Association, and the affirmative vote of at least two-thirds (2/3) of the co-owners in number and in value shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate. If no such affirmative vote is obtained, such condemnation proceeds shall be remitted to the co-owners and their mortgagees, as their respective interests may appear, in accordance with their respective percentages of value set forth in Article V of the Master Deed.

c. In the event the Condominium continues after taking by eminent domain, then the remaining portion of the Condominium shall be resurveyed and the Master Deed amended accordingly and, if any condominium 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 one hundred percent (100%). Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any co-owner.

d. In the event any condominium 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 proceedings, or is otherwise sought to be acquired by a condemning authority, the Association shall promptly so notify each institutional holder of a first mortgage lien on any of the units in the Condominium, provided that the name and address of each has been provided to the Association.

e. If portions of a condominium unit are taken by eminent domain, the court shall determine the fair market value of the portions of the condominium unit not taken. The undivided

interest for each condominium unit in the common elements appertaining to the condominium units shall be reduced in proportion to the diminution in the fair market value of the condominium unit resulting from the taking. The portions of undivided interest in the common elements thereby divested from the co-owners of a condominium unit shall be reallocated among the other condominium units in the Condominium in proportion to their respective undivided interest in the common elements. A condominium unit partially taken shall receive the reallocation in proportion to its undivided interest as reduced by the court under this subsection. The court shall enter a decree reflecting the reallocation of undivided interests produced thereby, and the award shall include just compensation to the co-owner of the condominium unit partially taken for that portion of the undivided interest in the common elements divested from the co-owner and not re-vested in the co-owner pursuant to subsection f, as well as for that portion of the condominium unit taken by eminent domain.

f. If the taking of a portion of a condominium unit makes it impractical to use the remaining portion of that condominium unit for a lawful purpose permitted by the Condominium documents, then the entire undivided interest in the common elements appertaining to that condominium unit shall thenceforth appertain to the remaining condominium units, being allocated to them in proportion to their respective undivided interests in the common elements. The remaining portion of that condominium unit shall thenceforth be a common element. The court shall enter an order reflecting the reallocation of undivided interests produced thereby, and the award shall include just compensation to the co-owner of the condominium unit for the co-owner's entire undivided interest in the common elements and for the entire condominium unit.

g. Votes in the Association and liability for future expenses of administration appertaining to a condominium unit taken or partially taken by eminent domain shall thenceforth appertain to the remaining condominium units, being allocated to them in proportion to the relative voting strength in the Association. A condominium unit partially taken shall receive a reallocation as though the voting strength in the Association was reduced in proportion to the reduction in the undivided interests in the common elements.

Section 10. The Association, acting through its Board of Directors, may negotiate on behalf of all co-owners for any taking of common elements, and any negotiated settlement approved by at least two-thirds (2/3) of the co-owners based upon assigned voting rights shall be binding on all co-owners.

ARTICLE VI
RESTRICTIONS

Section 1.

a. No condominium unit shall be used for other than residential purposes as defined by the Township of Plymouth Zoning Ordinance. The operation of a family or group day care home within the Condominium is prohibited.

b. No more than four (4) persons may continuously occupy any unit described as a two (2) bedroom unit, and no more than six (6) persons may continuously occupy any unit described and/or utilized as a three (3) bedroom unit in the Master Deed. Continuous occupancy shall mean occupancy for more than thirty (30) nights in any calendar year.

Section 2.

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

b. No rooms in a condominium unit may be rented and no tenant shall be permitted to occupy a unit except under a lease, the initial term of which is at least six (6) months unless specifically approved in writing by the Association, which approval shall not be unreasonably withheld.

c. All leases and rental agreements shall be in writing and shall incorporate the Condominium documents by reference. Tenants or non co-owner occupants shall comply with all of the conditions of the Condominium documents.

d. If the Association determines that the tenant or non co-owner occupant failed to comply with the conditions of the

Condominium documents, the Association shall take the following action:

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

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

(3) If, after fifteen (15) days, the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf, or derivatively by the co-owners on behalf of the Association if it is under the control of the Developer, an action for both eviction against the tenant or non co-owner occupant and simultaneously for money damages in the same action against the co-owner and tenant or non co-owner occupant for breach of the conditions of the Condominium documents. The relief set forth in this section may be by summary proceeding. The Association may hold both the tenant and the co-owner liable for any damages to the general common elements caused by the co-owner or tenant in connection with the condominium unit or the Condominium.

e. When a co-owner is in arrearage to the Association for assessments, the Association may give written notice of the arrearage to the tenant occupying a co-owner's condominium unit under a lease or rental agreement, and the tenant, after receiving the notice, shall deduct from rental payments due the co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deduction shall not be a breach of the rental agreement or lease by the tenant. Any tenant failing to make such payments after receiving written notice from the Association shall become personally liable for their payment to the Association and the Association may do the following:

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

(2) Initiate proceedings pursuant to subsection d(3) hereinabove.

Section 3. No co-owner shall make alterations in exterior appearance or make structural modifications to his condominium unit (including interior walls through or in which there exist easements for

support or utilities) or make changes in any of the common elements, limited or general, without the express advance written approval of the Board of Directors, including (but not by way of limitation) exterior painting or the erection of antennas (except, within a unit, or, within a limited common element adjacent to a unit, when done in compliance with Federal Communication Commission Rules), lights, aerials, awnings, doors, windows, sky lights, shutters, or other exterior attachments or modifications, nor shall any co-owner damage or make modifications or attachments to common element walls between units which in any way impairs sound-conditioning provisions. With the prior written consent of the Board of Directors, a so-called "mini-dish communication device," not to exceed eighteen (18) inches in diameter, may be located outside of a unit for the sole purpose of servicing that unit. Such device shall be located and screened as determined by the Board of Directors in its sole discretion. The provisions of this Section shall not apply to those devices covered by 47 C.F.S. §1.4000, promulgated pursuant to the Telecommunications Act of 1996, Pub. L. No. 104.110, §207 Stat. 56 (1996). Except as provided above, no communication devices shall be located outside of or on the exterior of a unit. The Board of Directors may approve replacement of doors and windows and only such other modifications as do not impair the soundness, safety, utility, or harmonious appearance of the Condominium. This provision shall not in any way limit the rights of the Developer to develop and construct the Condominium and make alterations as part of such development.

Section 4. No noxious, improper, unlawful, or offensive activity shall be carried on in any condominium unit or upon the common elements, limited or general, nor shall anything be done which may be or become an annoyance or a nuisance to the co-owners of the Condominium, nor shall any unreasonably noisy activity be carried on in any unit or on the common elements. No co-owner shall do or permit anything to be done or keep or permit to be kept in his condominium unit or on the common elements anything that will increase the rate of insurance on the Condominium, 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, whether approved or not by the Association.

Section 5. No pets shall be maintained by any co-owner or tenant unless specifically approved in writing in advance by the Association. The word "pets" as used herein means ordinary household pets as that term is commonly understood. Any such Association approval shall be limited to no more than one (1) dog or two (2) domestic cats, or one (1) dog and one (1) domestic cat, small caged animals such as hamsters and gerbils, caged birds such as canaries and parakeets, and aquarium fish. Farm animals, large amphibians, snakes, birds of prey, and other "exotic" pets are prohibited.

a. No pet may be kept or bred for any commercial purpose, and all pets shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No dog that barks and can be heard on any frequent or continuing basis shall be kept in any unit or on the common elements.

b. No dog houses, invisible fences or unattended tethering of dogs shall be permitted on the general common elements. No pet may be permitted to run loose at any time upon the common elements, and any pet shall at all times be on a leash and attended by some responsible person while on the common elements, limited or general. No animal shall be left unattended outside of the dwelling between 11 o'clock p.m. and 7 o'clock a.m. No savage or dangerous pet shall be kept, and any co-owner who causes any pet to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as the result of the presence of such pet on the premises, whether or not the Association has given its permission therefor.

c. Deposits of fecal matter shall be made only in those areas specifically designated for such purpose by the Association or the Association may require that each co-owner shall be responsible for the collection and disposal of all fecal matter deposited by any pet maintained by such co-owner.

d. The Association may charge all co-owners maintaining pets a reasonable additional assessment to be collected in the manner provided in Article II of these By-laws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating pets within the Condominium. Initially this charge shall be Ten Dollars (\$10.00) per unit each month for a dog.

e. The Association may, without liability to the co-owner thereof, remove or cause to be removed any pet from the Condominium which it determines to be in violation of the restrictions imposed by this section.

f. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to pets as it may deem proper. In the event of any violation of this section, the Board of Directors may assess fines for such violation in accordance with these By-Laws and in accordance with duly adopted rules and regulations of the Association.

g. Dogs in the following breeds shall not be permitted to occupy a unit in the Condominium: Akita, Alaskan Malamute,

Anatolian Shepherd, Bernese Mountain Dog, Boxer, Bullmastiff, Chow Chow, Doberman Pinscher, German Shepherd Dog, Giant Schnauzer, Great Dane, Great Pyrenees, Greater Swiss Mountain Dog, Komondor, Kuvasz, Mastiff, Newfoundland, Pit Bull-type, Portuguese Water Dog, Presa Canario, Rottweiler, Saint Bernard, Samoyed, Siberian Husky, Staffordshire Bull Terrier, Standard Schnauzer, and Wolf-dog Hybrid.

Section 6. The common elements, limited or general, shall not be used for storage of supplies, materials, personal property, firewood, or trash or refuse of any kind, which shall be stored in enclosed garages or as otherwise provided in duly adopted rules and regulations of the Association. 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. The common elements shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. Automobiles may only be washed in areas approved by the Association. In general, no activity shall be carried on nor condition maintained by any co-owner, either in his condominium unit or upon the common elements, which spoils the appearance of the Condominium.

Section 7. Sidewalks, yards, landscaped areas, driveways, roads, parking spaces, and porches shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs, or benches may be left unattended on or about the common elements.

Section 8. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, snowmobiles, snowmobile trailers, recreational vehicles, or vehicles other than motor vehicles used for personal transportation and automobiles may be parked or stored upon the premises of the Condominium unless stored fully enclosed within a garage. No inoperative 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 (except as above provided) unless while making deliveries or pickups in the normal course of business. All automobiles shall be parked overnight in garages, or on the limited common element parking space in front of each garage, except where a co-owner maintains more than one (1) automobile, and has no parking space in front of a garage on which to park it, in which event one (1) automobile only may be parked in the duly designated but unassigned parking spaces on the common elements. In the event that there arises a shortage of parking spaces due to maintenance of more than one (1) automobile by a number of co-owners, the Association may allocate or assign parking spaces from time to time on an equitable basis. Maintenance of more than two (2) automobiles in the Condominium by the occupants of any one (1) condominium unit shall be prohibited, except with the revocable written approval of the Association in the event

space is reasonably available therefor. Co-owners shall, if the Association shall require, register with the Association all automobiles maintained on the Condominium premises. Overnight parking on any private road in the Condominium is prohibited except as the Association may make reasonable exceptions thereto from time to time.

Section 9. No co-owner shall use or permit the use by any occupant, agent, employee, invitee, guest, or member of his family of any firearms, air rifles, pellet guns, B-B guns, bows and arrows, sling shots, or other similar dangerous weapons, projectiles or devices anywhere on or about the Condominium premises.

Section 10. No signs or other advertising devices shall be displayed which are visible from the exterior of a condominium unit or on the common elements, excluding "for sale" signs which shall not exceed six (6) square feet in area per side, without written permission from the Association, and which shall also be in compliance with any sign ordinance of the Township of Plymouth.

Section 11. Reasonable regulations consistent with the Act, the Master Deed and these By-Laws concerning the use and enjoyment of the condominium units and common elements may be made and amended from time to time by any Board of Directors of the Association, including the first Board of Directors (or its successors elected by the Developer) prior to the first annual meeting of the entire Association held as provided in Article I, Section 6, of these By-Laws. Copies of all such regulations and amendments thereto shall be furnished to all co-owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each co-owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty percent (50%) of all co-owners in number and in value. Such rules may not be applied to limit the Developer's construction, sales or rental activities.

Section 12. The Association or its duly authorized agents shall have access to each condominium unit from time to time during reasonable working hours and upon notice to the co-owner thereof as may be necessary for the maintenance, repair or replacement of any of the common elements. The Association or its agents shall also have access to each condominium unit at all times without notice as may be necessary to make emergency repairs to prevent damage to that condominium unit, the common elements or to another condominium unit. It shall be the responsibility of each co-owner to provide the Association means of access to his condominium unit during all periods of absence and, in the event of the failure of such co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such co-owner for any necessary damage to his condominium unit caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

Section 13. No co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the common elements except in such co-owner's patio area landscape strip, between the limited common element sidewalk and the garage, appurtenant solely to his unit wherein landscaping and ornamentation shall be installed and maintained by the co-owner with the approval of materials and design by the Association. The Board of Directors may also designate such other areas adjacent to each unit wherein a co-owner may install approved landscaping.

Section 14. Use of motorized vehicles anywhere on the Condominium premises other than passenger cars, authorized maintenance vehicles and commercial vehicles as provided in Section 8 is prohibited. The Board of Directors may, by duly adopted regulations, make reasonable exceptions to this section.

Section 15. No unsightly condition shall be maintained on any balcony, deck or patio or any other place which is visible from the street or other common elements, and only furniture and equipment consistent with ordinary balcony, deck or patio use shall be permitted to remain there during seasons when balconies, decks or patios are reasonably in use, and no furniture or equipment of any kind shall be stored on balconies, decks or patios during seasons when balconies, decks or patios are not reasonably in use.

Section 16. Each co-owner shall maintain his condominium unit and any limited common elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each co-owner shall also use due care to avoid damaging any of the common elements, including, but not limited to, the telephone, water, gas, plumbing, electrical, or other utility conduits and systems and any other elements in a condominium unit which are appurtenant to any other condominium 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, tenants, agents, or invitees unless such damages or costs are covered by insurance carried by the Association, in which case there shall be no such responsibility (unless reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible co-owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the co-owner in the manner provided in Article II hereof.

Section 17. None of the restrictions contained in this Article VI shall apply to the commercial activities or signs, if any, of the Developer during the construction and sales period as hereinafter defined, or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation and

By-Laws, as the same may be amended from time to time. For the purposes of this section, the construction and sales period shall be deemed to continue so long as the Developer owns any condominium unit which it offers for sale. Until all condominium units in the entire Condominium are sold by the Developer, the Developer shall have the right to maintain a sales office, a business office, a construction office, model condominium units, storage areas, reasonable parking incidental to the foregoing, and such access to, from and over the Condominium as may be reasonable to enable construction and sale of the entire Condominium by the Developer. The Developer shall pay all costs related to the condominium units or common elements while owned by the Developer, and restore the facilities to habitable status upon termination of use.

Section 18. During the construction and sales period, no buildings, fences, walls, retaining walls, drives, walks or other structures or improvements shall be commenced, erected, maintained, nor shall any addition to, or change or alteration to any structure be made (including in color or design), except interior alterations which do not affect structural elements of any unit, nor shall any hedges, trees or substantial plantings or landscaping modifications be made, until plans and specifications, acceptable to the Developer, showing the nature, kind, shape, height, materials, color, scheme, location and approximate cost of such structure or improvement and the grading or landscaping plan of the area to be affected shall have been submitted to and approved in writing by Developer, its successors and assigns, and a copy of said plans and specifications, as finally approved, lodged permanently with Developer. Developer shall have the right to refuse to approve any such plans or specifications, or grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans, specifications, grading or landscaping, it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to effect the same, and the degree of harmony thereof with the Condominium as a whole and any adjoining properties under development or proposed to be developed by Developer. The purpose of this section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all co-owners.

Section 19. The Condominium shall at all times be maintained in a 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 By-Laws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these By-Laws throughout the construction and sales period notwithstanding that it may no longer own a unit in the Condominium, which right of enforcement shall include (without limitation) an action to restrain the Association or any co-owner from any activity prohibited by these By-Laws.

Section 20. All co-owners, their tenants and invitees, shall maintain the heat in their units to a minimum of 55 degrees because of the danger of freezing water pipes that would damage the common elements. For security and aesthetic reasons, garage doors shall remain closed at all times, except as may be reasonably necessary to gain access to and from any garage, when the garages are not in active use.

ARTICLE VII

MORTGAGES

Section 1. Any co-owner who mortgages his condominium 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 shall, at the written request of a mortgagee of any such unit, which shall provide its name and address, and the unit number or address of the unit on which it has a mortgage, give written notification to the mortgagee of any such condominium unit of any default by the co-owner of such condominium unit in the performance of his obligations under the Condominium documents which is not cured within sixty (60) days.

Section 2. The Association shall notify each mortgagee appearing in said book of the name of each company insuring the Condominium against fire, perils covered by "all risk" property coverage, fidelity coverage, public liability, and vandalism and malicious mischief, and the amount of such coverage, as well as of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

Section 3. The Association shall give written notification to each mortgagee appearing in said book at least thirty (30) days prior to the effective date of any change of manager (not including change in employees of a corporate manager) of the Condominium.

Section 4. Any mortgagee which acquires title to a condominium unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage or deed (or assignment) in lieu of foreclosure shall be exempt from any "right of first refusal" contained in the Condominium documents and shall be free to sell or lease such unit without regard

to any such provision, although no such provision exists at the present time.

Section 5. Whenever a ballot requirement appears in these By-Laws for the benefit of a mortgagee which requires a ballot in support of or against a proposal submitted by the Association, the mortgagee shall respond within ninety (90) days of mailing of said notice or the lack of response thereto shall be deemed as approval of the proposal.

Section 6. Upon written 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 notice of all meetings of members of the Association and to designate a representative to attend all such meetings.

Section 7. Notwithstanding any other provisions of the Condominium documents, the holder of any first mortgage covering any condominium unit in the Condominium which comes into possession of the condominium 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 condominium unit which accrue prior to the time such holder acquires title to the condominium unit.

Section 8. The Association shall give the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association and all other mortgagees of record notice (c/o Servicer at Servicer's address) in writing of any loss to or the taking of the common elements and related facilities of the Condominium if such loss or taking exceeds Ten Thousand Dollars (\$10,000.00), or damage to a condominium unit covered by a mortgage purchased in whole or in part by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association or any other mortgagee if such damage exceeds One Thousand Dollars (\$1,000.00). This section shall apply only if the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association or any other mortgagees hold a mortgage on a condominium unit in the Condominium and have given notice of this ownership to the Association.

Section 9. Nothing contained in the Condominium documents shall be construed to give a co-owner or any other party priority over any rights of first mortgagees of condominium units pursuant to their mortgages in cases of a distribution to co-owners of insurance proceeds or condemnation awards for losses to or taking of condominium units and/or common elements.

ARTICLE VIII

AMENDMENTS

Section 1. Amendments to these By-Laws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or by one-third (1/3) or more in number of the co-owners voting in person or by instrument in writing signed by them. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of the Association By-Laws.

Section 2. These By-Laws may be amended by an affirmative vote of a majority of the Board of Directors, provided that such amendments do not materially alter or change the rights of co-owners, mortgagees or other interested parties, and to keep these By-Laws in compliance with the Act.

Section 3. These By-Laws may be amended by the Association, at any regular annual meeting or a special meeting called for such purpose, by an affirmative vote of two-thirds (2/3) of all co-owners in number and in value. No consent of mortgagees shall be required to amend these By-Laws, except as otherwise provided in Section 90a of the Act, in which event the approval of two-thirds (2/3) of the first mortgagees shall be required, with each mortgagee to have one (1) vote for each mortgage held. Any mortgagee ballots not returned within ninety (90) days of mailing shall be counted as approval for the change. The affirmative vote of two-thirds (2/3) of co-owners is considered two-thirds (2/3) of all the co-owners entitled to vote as of the record date for such votes. A 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 a prescribed majority of co-owners or based upon the Advisory Committee's decision, the costs of which are expenses of administration.

Section 4. These By-Laws may be amended by the Developer, without approval from any co-owner or mortgagee, to keep these By-Laws in compliance with the Act and to make such other amendments to these By-Laws as do not materially alter or change the rights of any co-owner or mortgagee.

Section 5. A copy of each amendment to these By-Laws shall be recorded in the Office of the Wayne County Register of Deeds and shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these By-Laws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Condominium irrespective of whether such persons actually received a copy of the amendment.

Section 6. Eligible mortgage holders, those holders of a first mortgage on a unit who have requested the Association to notify them on any proposed action that requires the consent of a specified percentage of eligible mortgage holders, also shall have the right to join in the decision making about certain amendments to the Condominium documents.

Section 7. Any amendment to these By-Laws (but not the Association By-Laws) shall become effective upon recording such amendment in the Office of the Wayne County Register of Deeds. Without the prior written approval of two-thirds (2/3) of all institutional holders of first mortgage liens on any unit in the Condominium, no amendment to these By-Laws shall become effective which involve any change, direct or indirect, in Article I, Sections 3 and 4b, Article II, Sections 3a and 4, Article IV, Section 1d, Article V, Sections 1, 4 and 8, Article VII, Sections 1, 4, 5, 8, 9, and 10, Article VIII, Sections 3 and 6, or Article XI, Section 1, or to any other provision hereof that increases or decreases the benefits or obligations or materially affects the rights of any members of the Association, as further identified by Section 90a of the Act. Any mortgagee ballots not returned within ninety (90) days of mailing shall be counted as approval for the change.

ARTICLE IX

COMPLIANCE

The Association and all present or future co-owners, tenants, future tenants, 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 the mere acquisition, occupancy or rental of any unit or an interest therein or the utilization of or entry upon the Condominium premises shall signify that the Condominium documents are accepted and ratified. In the event the Condominium documents conflict with the provisions of the Act, the Act shall govern.

ARTICLE X

DEFINITIONS

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

ARTICLE XI

REMEDIES FOR DEFAULT

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

a. Failure to comply with any of the terms or provisions of the Condominium documents shall be grounds for relief, which may include, without limitations, an action to recover sums due for damages, injunctive relief, foreclosure of lien if default in payment of assessments, 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. In any proceedings arising because of alleged default by a co-owner, the Association or the co-owner or co-owners bringing the legal action, if successful, shall recover the costs of the proceedings and actual attorney's fees (not limited to statutory fees), but in no event shall any defending co-owner be entitled to recover such attorney's fees.

c. The violation of any of the provisions of the Condominium documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the common elements, limited or general, or into any condominium 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. The violation of any of the provisions of the Condominium documents by any co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless 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 the Association By-Laws. Thereafter, fines may be assessed only upon notice to the offending co-owner as prescribed in the Association By-Laws and after 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. All fines duly assessed may be collected in the same manner as provided in Article II of these By-Laws. No fine shall be levied for the first violation. No fine shall exceed Fifty Dollars (\$50.00) for the second violation, One Hundred Dollars (\$100.00) for the third violation, or be less than One Hundred Dollars (\$100.00) for any subsequent violation.

e. A co-owner may maintain an action against the Association and its officers and Directors to compel these persons to enforce the terms and provisions of the Condominium documents.

In such a proceeding, the Association, if successful, shall recover the costs of the proceeding and actual attorney's fees (not limited to statutory fees). 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 Michigan Condominium Act.

f. 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.

g. 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 (1) 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.

ARTICLE XII

RIGHTS RESERVED TO DEVELOPER

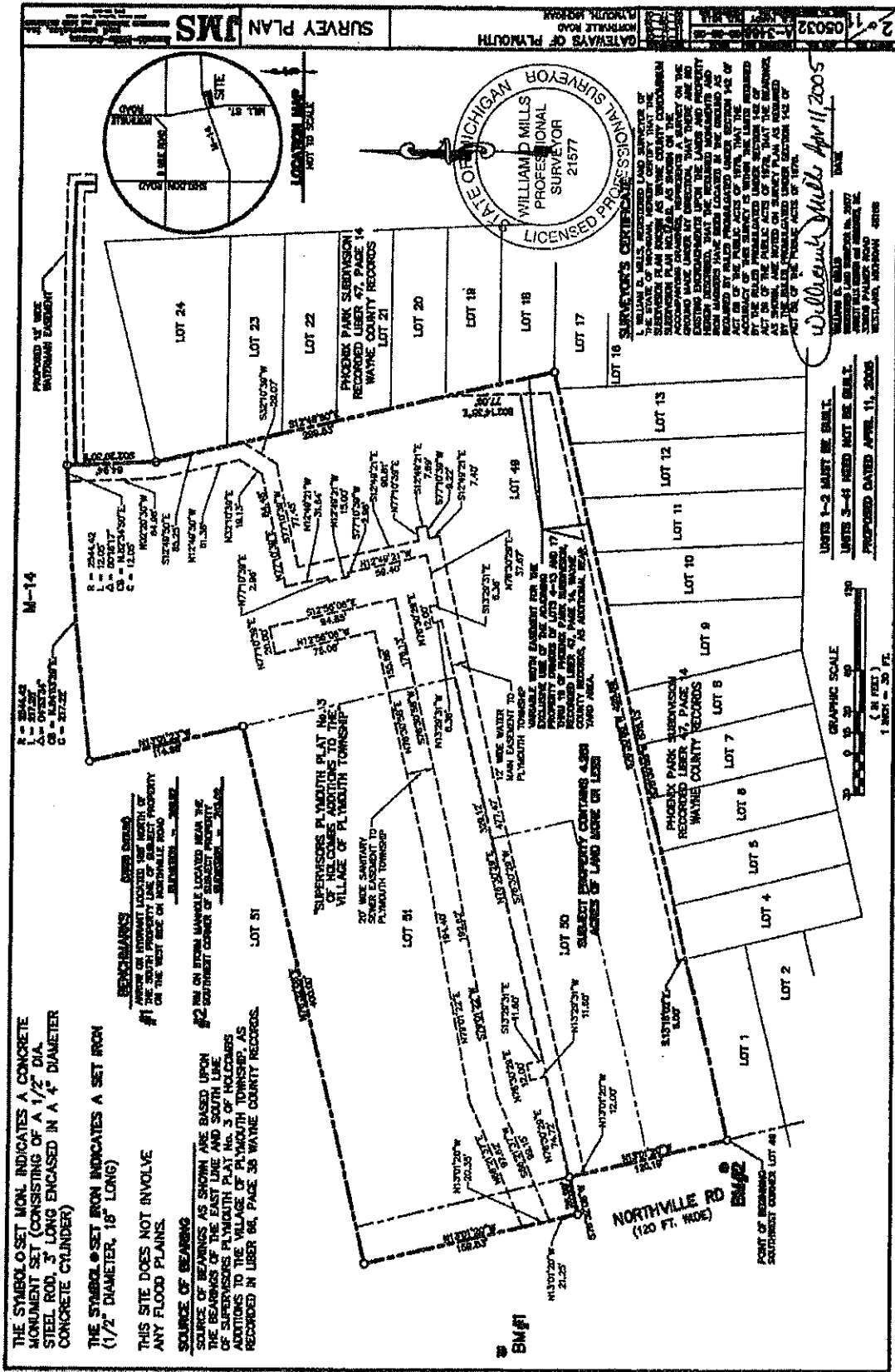
Any or all of the rights and powers granted or reserved to the Developer in the Condominium documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such 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 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 granted to the Developer or its successors shall terminate, if not sooner assigned to the Association, at the conclusion of the construction and sales period which shall continue for so long as the Developer is offering any unit in the Condominium for sale. The immediately preceding sentence dealing with the 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 of any real property rights granted or reserved to the Developer or its successors and assigns in the Master Deed or elsewhere.

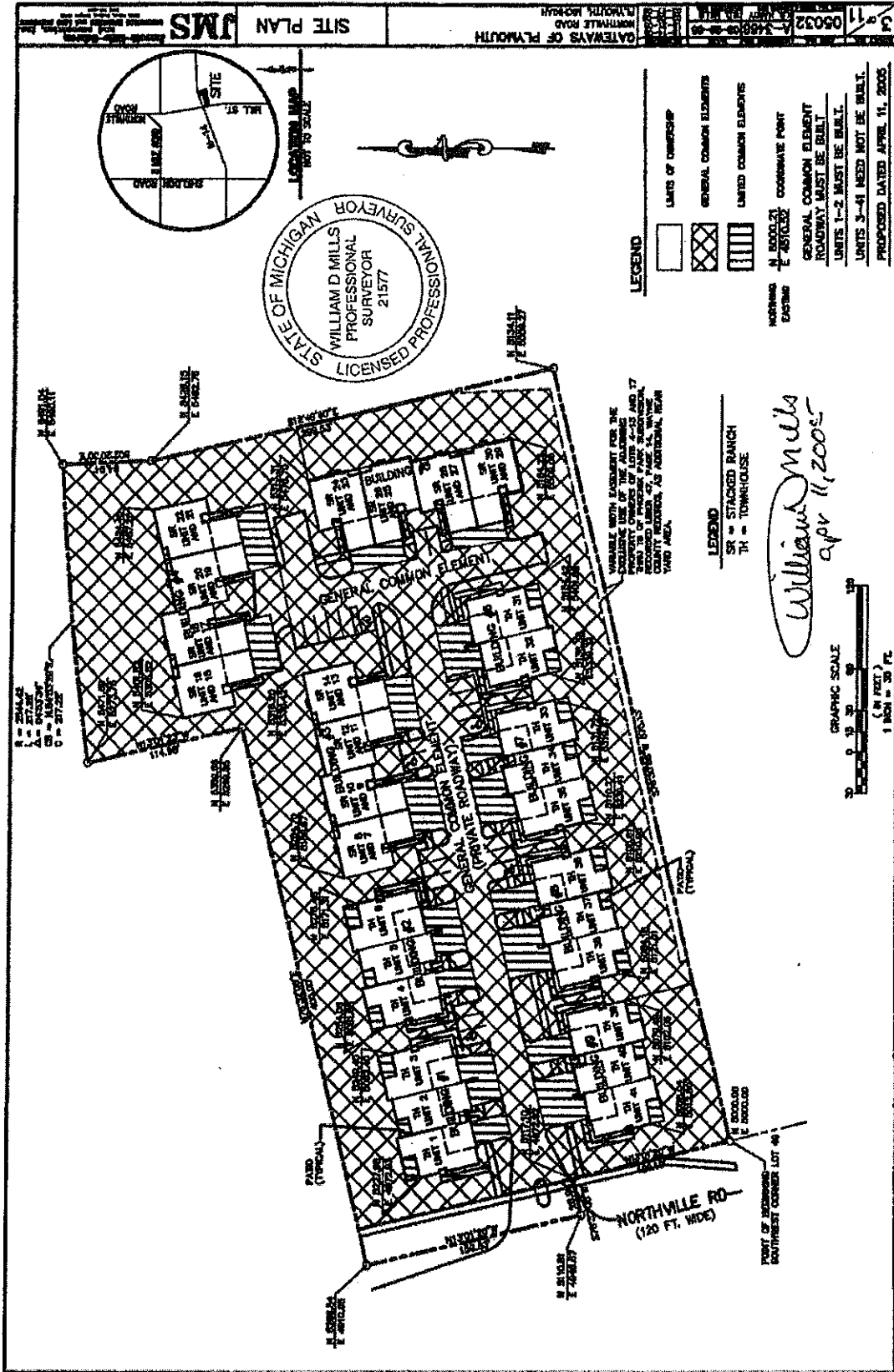
ARTICLE XIII

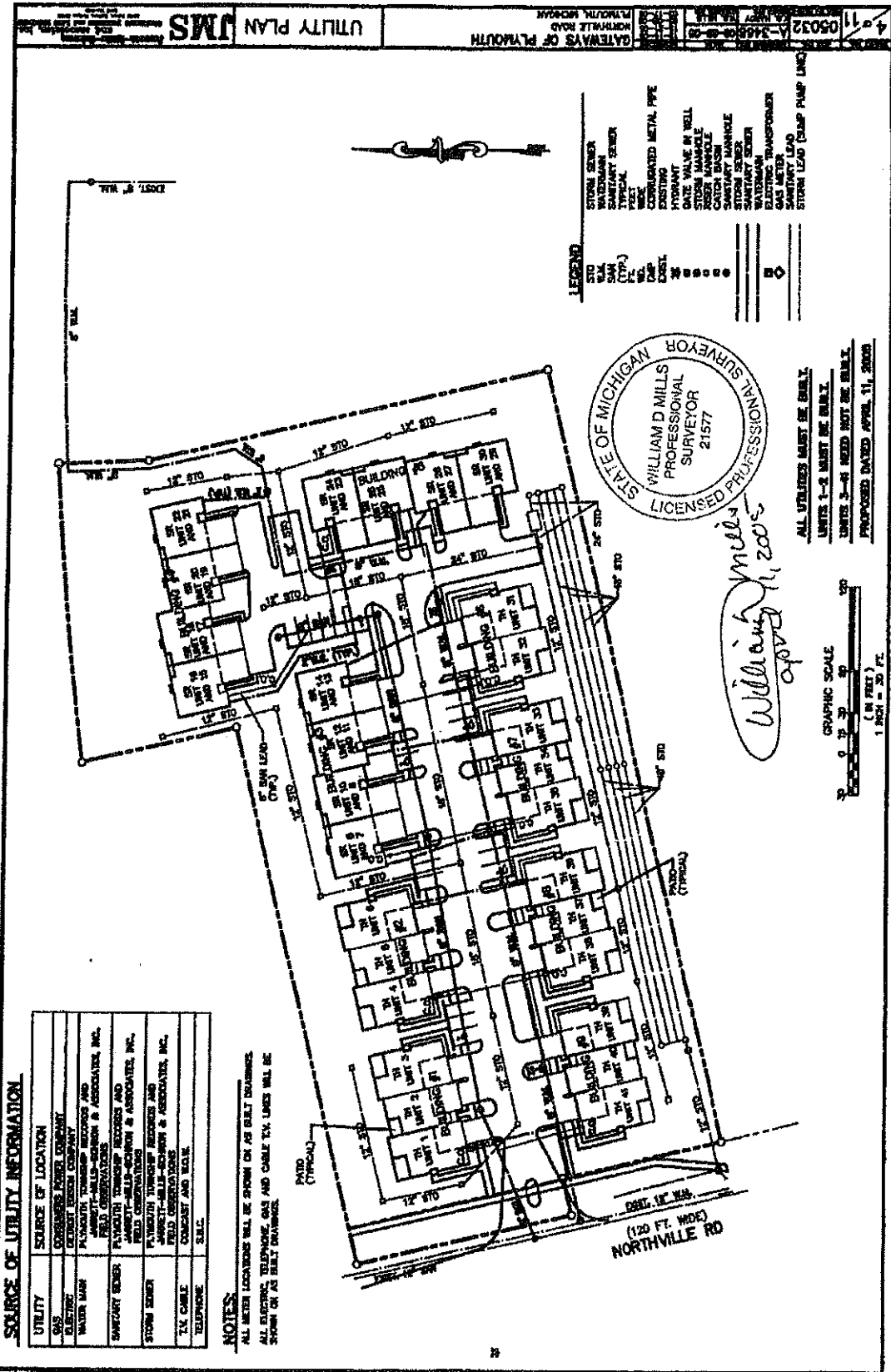
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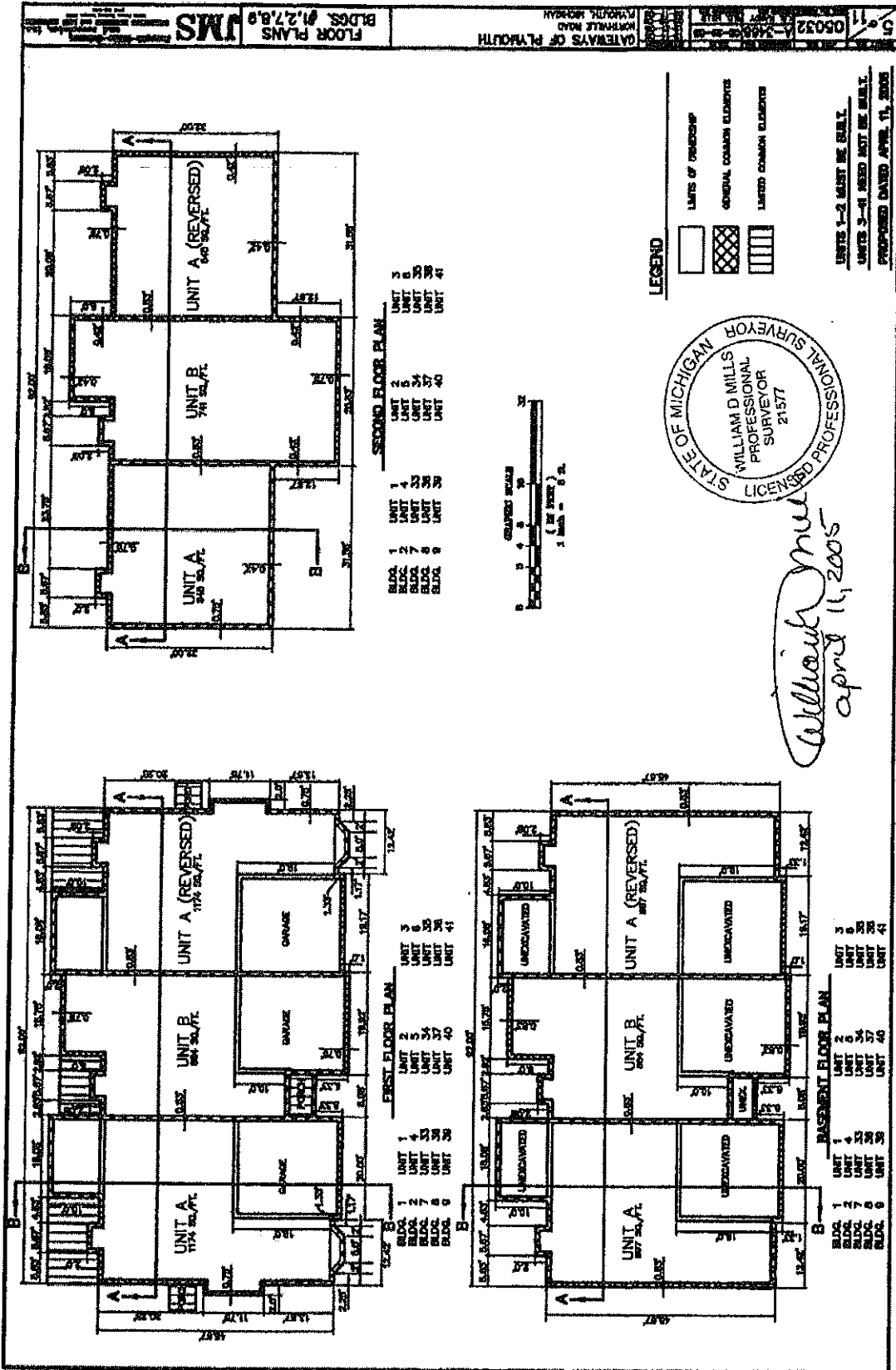
In the event that any of the terms, provisions or covenants of these By-Laws or the Condominium documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify, or impair in any manner whatsoever any of the other terms, provisions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

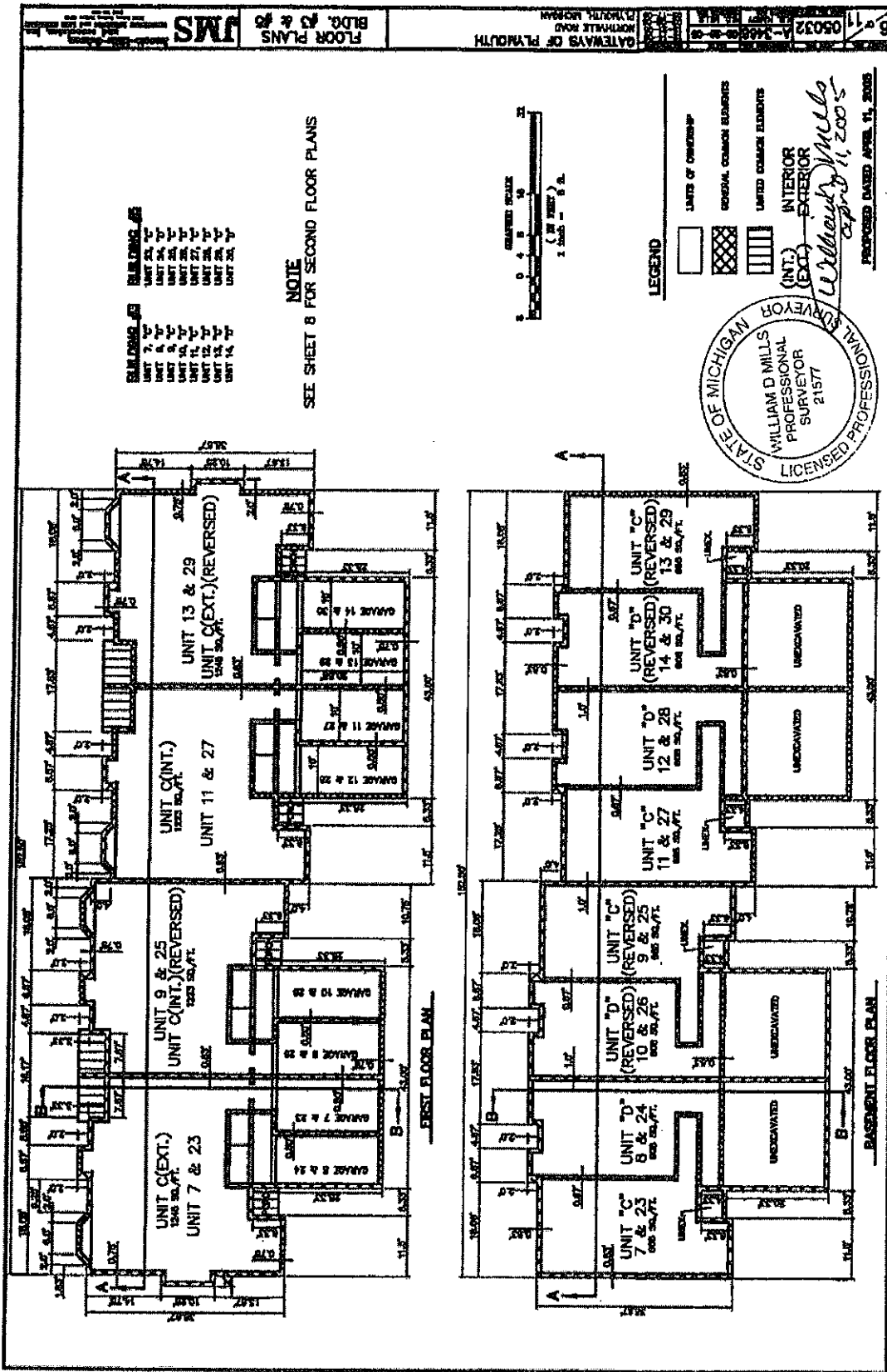
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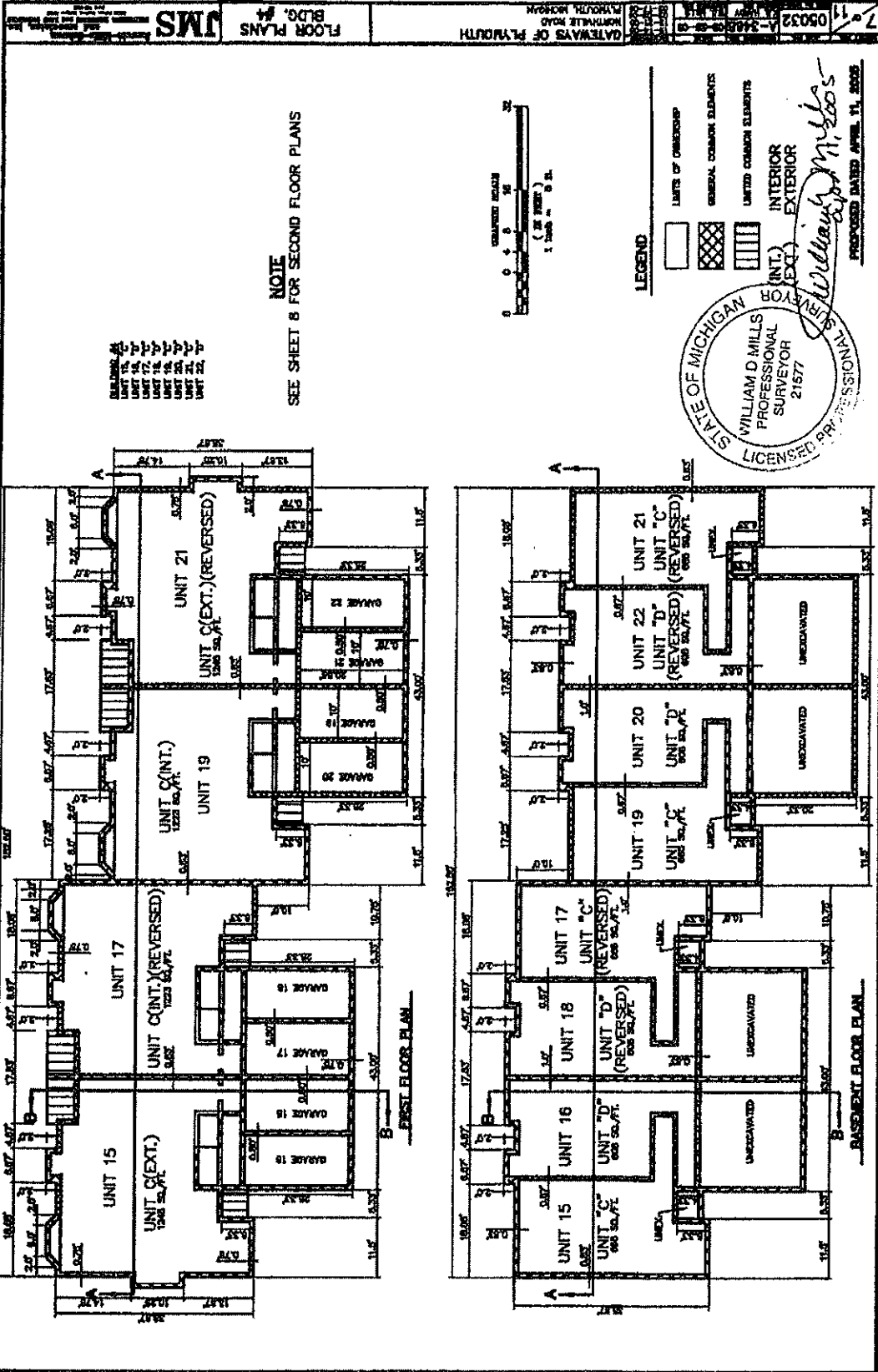


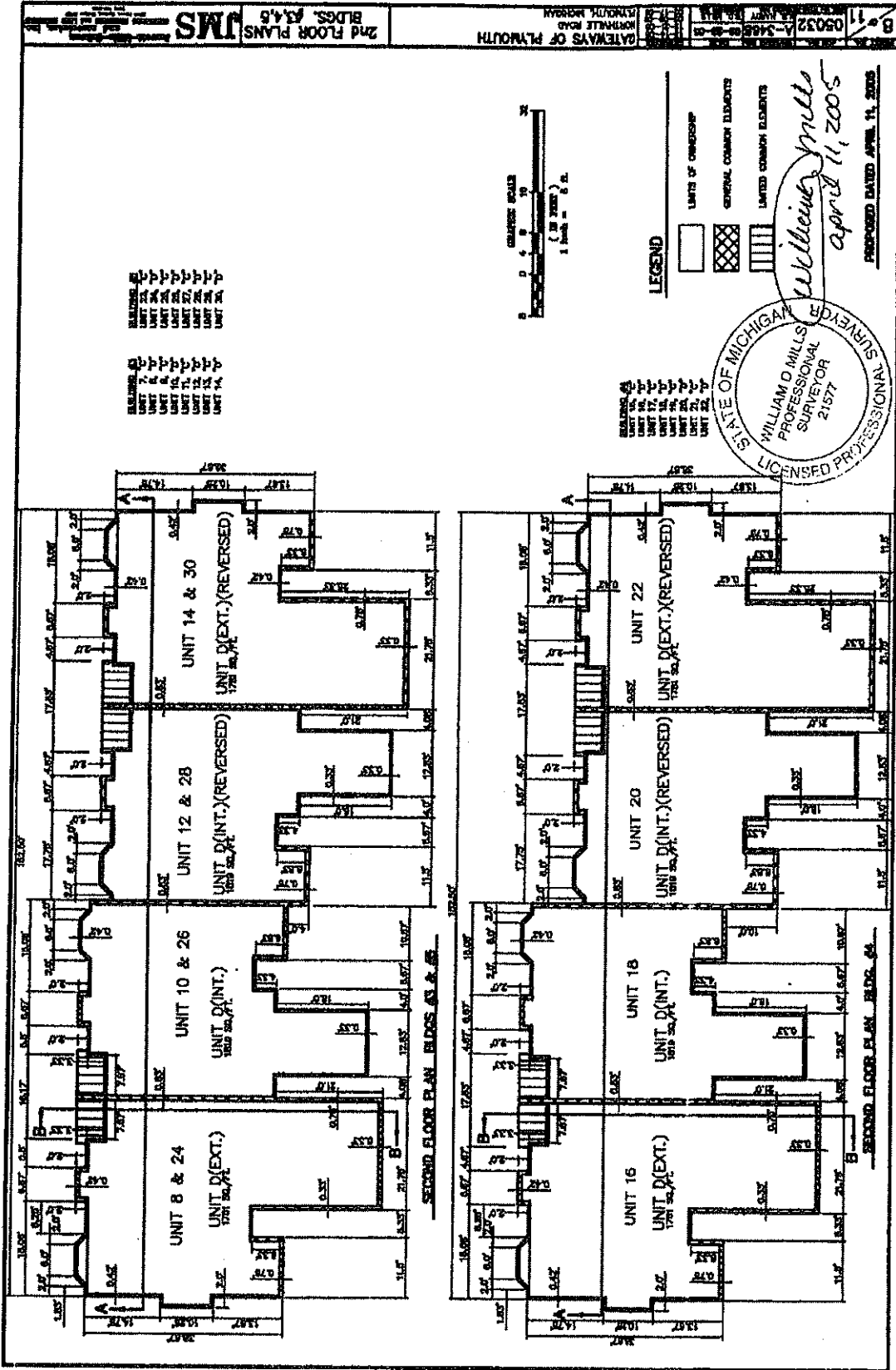


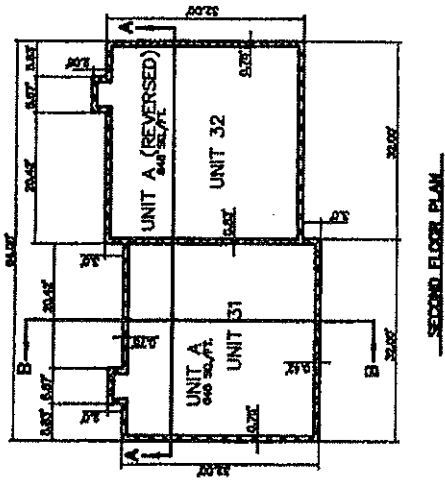
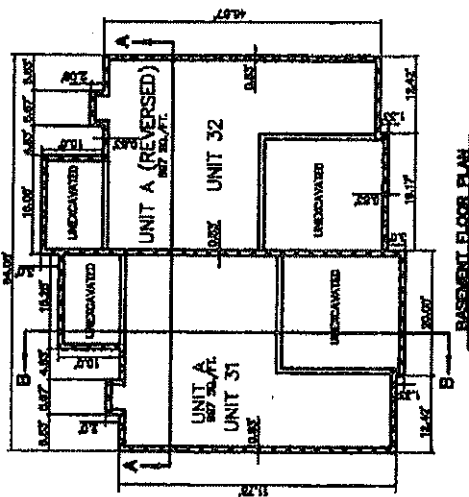
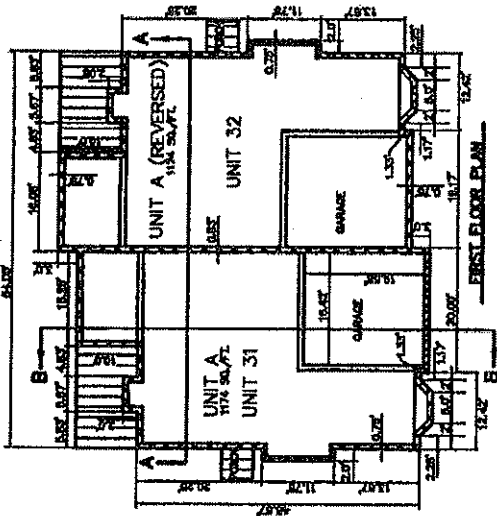






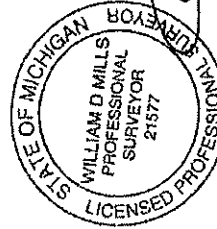






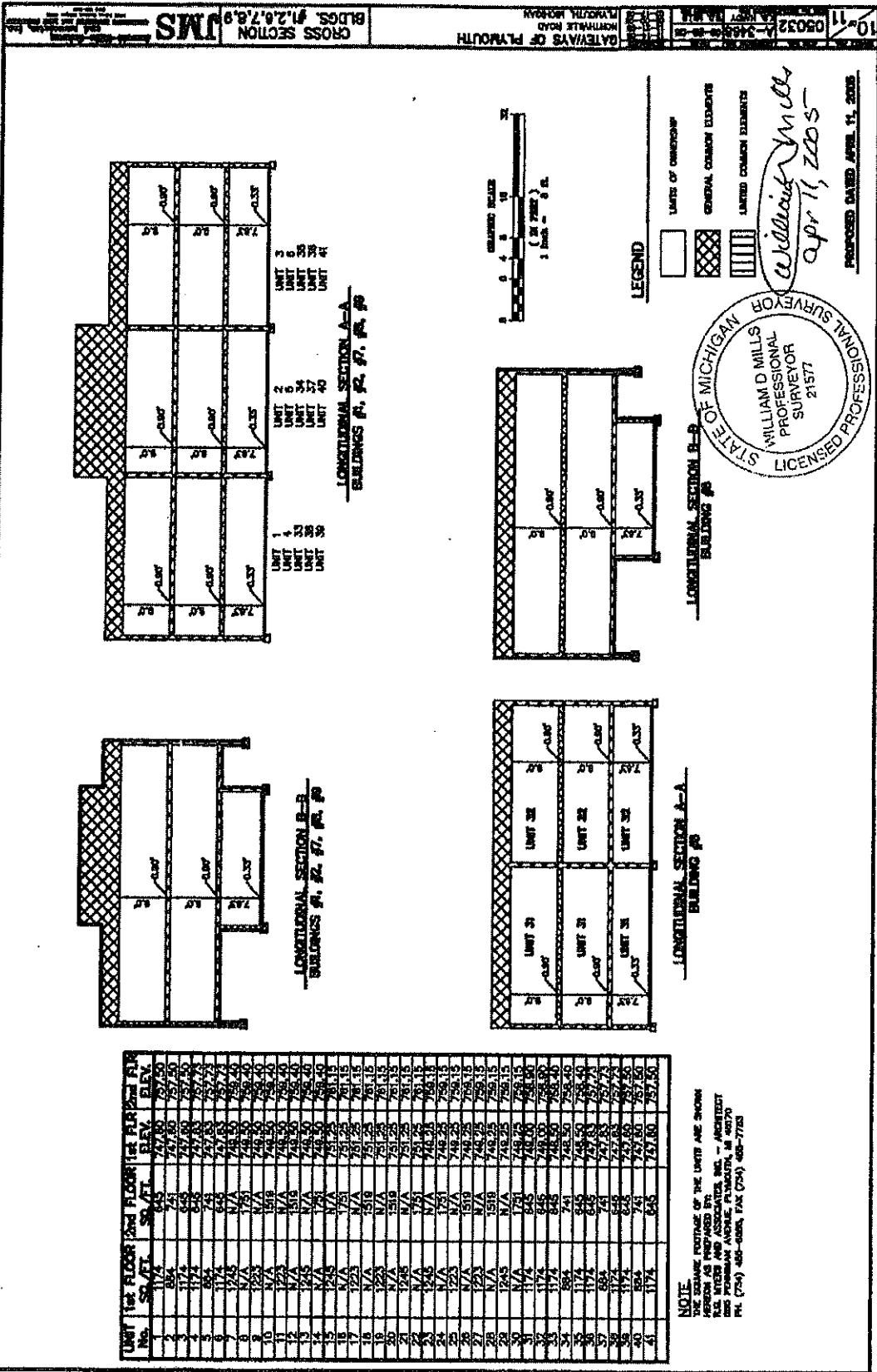
LEGEND

- LIMITS OF OWNERSHIP
- GENERAL COMMON ELEMENTS
- LIMITED COMMON ELEMENTS



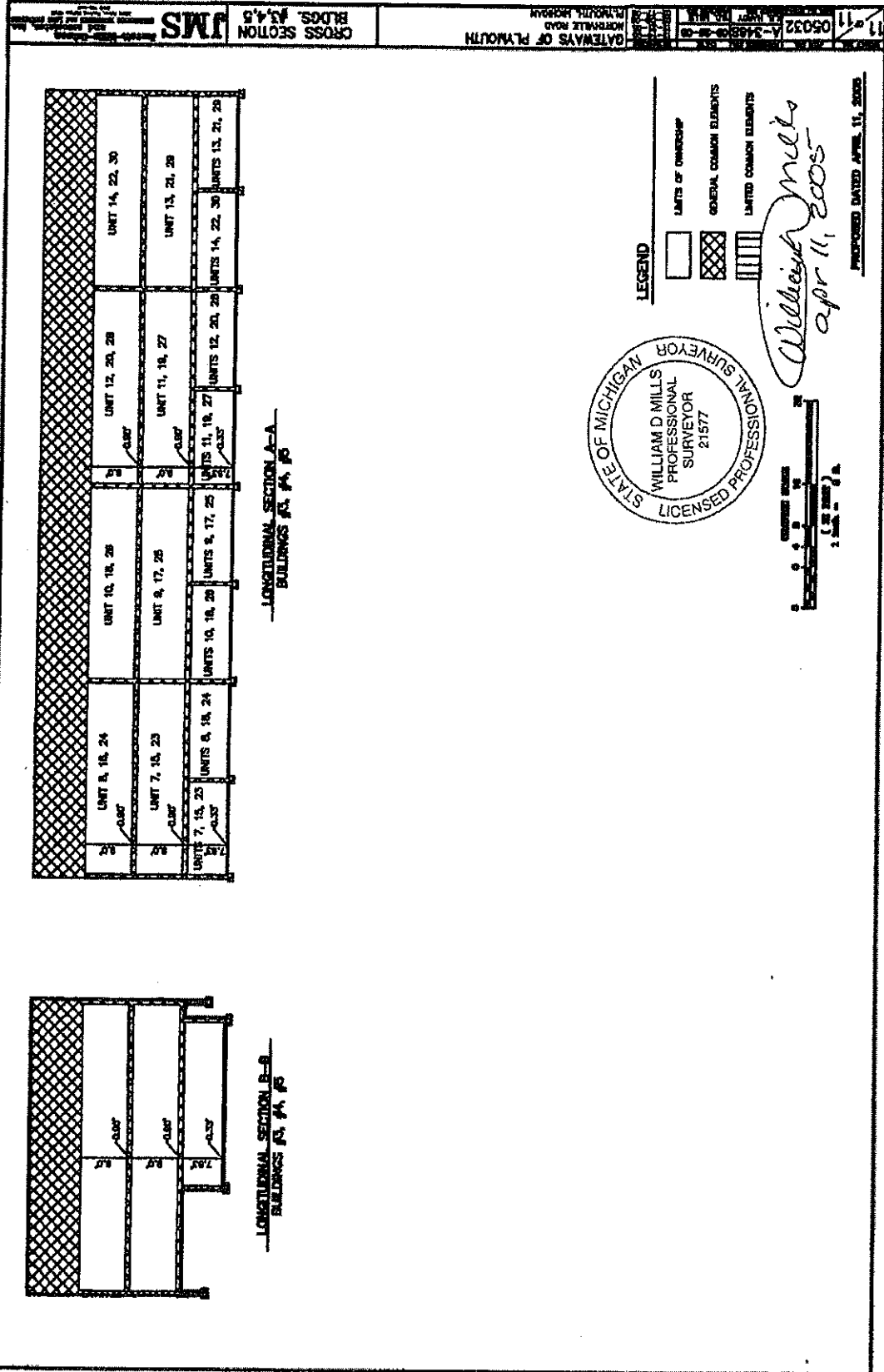
William D. Mills
Apr 11, 2005

PROPOSED DATED APRIL 11, 2005



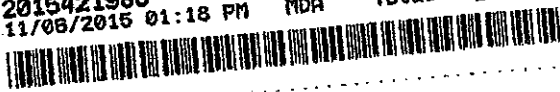
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2	1	864	747.80	747.80
3	1	1174	747.80	747.80
4	1	864	747.80	747.80
5	1	1174	747.80	747.80
6	1	864	747.80	747.80
7	1	1174	747.80	747.80
8	1	864	747.80	747.80
9	1	1174	747.80	747.80
10	1	864	747.80	747.80
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48	1	864	747.80	747.80
49	1	1174	747.80	747.80
50	1	864	747.80	747.80

NOTE:
 THE SQUARE FOOTAGE OF THE UNITS ARE SHOWN
 HEREON AS PROVIDED BY:
 F.L. WYLER AND ASSOCIATES, INC. - ARCHITECT
 800 PERIMETER AVENUE, PLYMOUTH, MI 48170
 PH. (734) 480-8888, FAX (734) 480-7785



2015 NOV -6 PM 1:15

Bernard J. Youngblood
Wayne County Register of Deeds
2015421988 L: 52567 P: 91
11/06/2015 01:18 PM MDA Total Pages: 25



EXAMINED AND APPROVED
DATE NOV 06 2015
BY SJK Aluwu
AMY L. MILLER-VANDAWAKER
PLAT ENGINEER

**FIRST AMENDMENT TO THE MASTER DEED OF
GATEWAYS OF PLYMOUTH**

On this 3rd day of November, 2015, Tara Gateways, LLC, a Michigan limited liability company, whose address is 5870 Glasgow, Troy, Michigan 48085, as "Developer" of a Condominium Project established pursuant to the Master Deed thereof, recorded February 23, 2006, in Liber 44094, Pages 373 through 438, hereby amends the Master Deed of Gateways of Plymouth pursuant to the authority reserved in Article IX thereof for the purpose of modifying the types and sizes of unbuilt units, create easements, and to add language to the Bylaws regarding Arbitration. Upon the recording of this Amendment in the office of the Wayne County Register of Deeds, said Master Deed and specifically the Bylaws in Exhibit A thereto shall be amended in the following manner.

1. Sheets 1 through 12 of Exhibit B to the Master Deed, are hereby deleted in their entirety, and the attached new sheets 1 through 12 shall be, and hereby are, substituted in lieu thereof. As a result, Units 15 to 41, inclusive shall be withdrawn and new Units 42 through 62, inclusive are hereby added.
2. The Master Deed Article V, Unit Description and Percentage of Value shall be deleted in its entirety and replaced with:

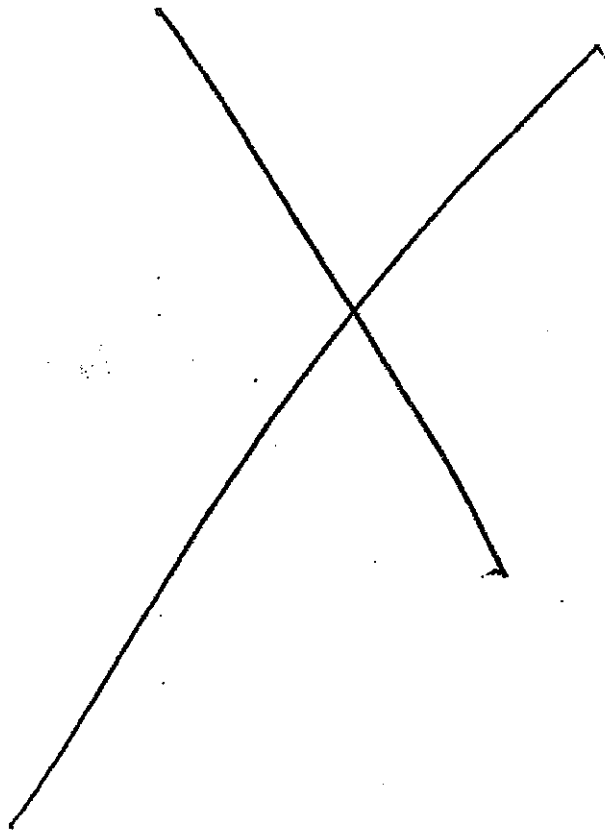
**ARTICLE V
UNIT DESCRIPTION AND PERCENTAGE OF VALUE**

Section 1. Description of Units. Each unit in the condominium is described in this paragraph with reference to the Condominium Subdivision Plan of Gateways of Plymouth as surveyed by Jarrett-Mills-Schron & Associates, Inc., a Michigan corporation, and attached hereto as Exhibit "B." Each unit shall include: (1) with respect to each unit basement, all that space contained within the unpainted surfaces of the basement floor and walls and the uncovered underside of the first floor joists, and (2) with respect to the upper floors of units, all that space contained within the interior finished unpainted walls and ceilings and from the finished subfloor, all as shown on the floor plans and sections in Exhibit "B" hereto and delineated with heavy outlines. The dimensions shown on the plans in Exhibit "B" have been physically measured by Jarrett-Mills-Schron & Associates, Inc. In the event that the dimensions on the

Gateways of Plymouth
First Amendment to the Master Deed

WAYNE COUNTY TREASURER
R.M. Aluwu 11-6-2015

measured plan of any specific unit differ from the dimensions on the typical plan for such unit shown in Exhibit "B," then the typical plans for such unit shall be deemed to be automatically



changed for such specific unit in the same manner and to the same extent as the measured plan. The architectural plans and specifications for the Condominium have been filed with the Township of Plymouth.

Section 2. Percentage of Value.

Unit Number	Square feet	Percent of Value Assigned
1	1819	2.83%
2	1625	2.52%
3	1819	2.83%
4	1819	2.83%
5	1625	2.52%
6	1819	2.83%
7	1245	1.93%
8	1751	2.72%
9	1223	1.90%
10	1519	2.36%
11	1223	1.90%
12	1519	2.36%
13	1245	1.93%
14	1751	2.72%
42	2025	3.15%
43	2025	3.15%
44	2025	3.15%
45	2010	3.12%
46	2025	3.15%
47	2025	3.15%
48	2010	3.12%
49	2025	3.15%
50	2025	3.15%
51	2010	3.12%
52	2025	3.15%
53	2025	3.15%
54	2010	3.12%
55	2010	3.12%
56	2010	3.12%
57	2025	3.15%
58	2010	3.12%
59	2010	3.12%
60	2010	3.12%
61	2010	3.12%

62	2010	3.12%
Total	64,362	100.00%

- f. The Master Deed is amended to add Article VIII, Easements and Restrictions, as follows:

**ARTICLE VIII
EASEMENTS AND RESTRICTIONS**

Section 1. Easement for Maintenance of Encroachments. In the event of any encroachments due to shifting, settling, moving of a Unit, or due to survey errors or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. This Section shall not allow or permit any encroachment upon, or an easement for an encroachment upon, Units described in this Master Deed being comprised of land and/or airspace above and/or below said land, without the consent of the Co-owner of the Unit to be burdened by the encroachment or easement.

Section 2. Easement for Utilities. There shall be easements to, through, and over all portions of the land in the Condominium, including all areas lying within Unit boundaries, for installation and for the continuing existence, maintenance, repair, removal, replacement and enlargement of or tapping into all utilities in the Condominium including but not limited to: underground television cable, sanitary and storm sewer lines, water mains, drainage lines, surface drainage swales, and any other improvement or specific utility easement that would serve the Condominium as shown on the Condominium Subdivision Plan.

Section 3. Rights Retained by Developer.

(a) Ingress and Egress. The Developer hereby reserves permanent nonexclusive easements for ingress and egress over the driveways, and walks, if any, in the Condominium and permanent easements to use, tap into, enlarge or extend all driveways, walks, and utility lines in the Condominium, including without limitation, all communications, water, gas, electric, storm and sanitary sewer lines, and any pumps, sprinklers or water retention and detention areas, all of which easement shall be for the benefit of any other land adjoining the Condominium if now owned or hereafter acquired by Developer or its successors. This easement shall run with the land in perpetuity. The Developer has no financial obligation to support such easements.

(b) Utility Easements. The Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article II or any portion or portions thereof, and for the benefit of any other land adjoining the Condominium if now owned or hereafter acquired by Developer or its successors, perpetual easements to utilize, tap, tie into, extend, and enlarge all utility mains located in the Condominium, including, but not limited to, water, gas, and storm water drainage system. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends, or enlarges any utilities located in the Condominium, it shall be obligated to

pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying-in, extension, or enlargement. All expenses of maintenance, repair, and replacement of any utility mains referred to in this Section shall be shared by this Condominium and any developed portions of the land described in Article II that are served by such mains including any other land adjoining the Condominium now owned or hereafter acquired by Developer or its successors. This easement shall run with the land in perpetuity. The Developer has no financial obligation to support such easements.

I Public Utility Easements. The Developer reserves the right at any time during the Development and Sales Period to grant easements for utilities over, under and across the Condominium and all Units and Common Elements therein to appropriate governmental agencies, public utility companies, Co-owners or owners of property in proximity to the Condominium and to transfer title of 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, recorded in the Wayne County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be required to effectuate the foregoing grant of easements or transfers of title.

(d) Right to Dedicate. The Developer reserves the right at any time during the Development and Sales Period to dedicate to the public a right-of-way of such width as may be required by the local public authority over any or all of the roadways in Gateways of Plymouth, shown as General Common Elements in the Condominium Subdivision Plan. Any such right-of-way dedication may be made by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to the Condominium Subdivision Plan hereto, recorded in the Wayne County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing right-of-way dedication.

I Development and Sales Period. The Developer reserves the right at any time during the Development and Sales Period to maintain reasonable facilities, including but not limited to, signage, commercial lighting, marketing and sales offices, business offices, construction offices, model Units, storage areas, and parking facilities to facilitate the construction and sales of the Project. During the Development and Sales Period, the Developer may invite the general public, and/or government officials and entities, and/or the media to enter upon the Condominium for purposes of sales and marketing events of the Developer and of the Project. During the Development and Sales Period, and forever thereafter, the Developer reserves the unrestricted right to the use of the "Gateways of Plymouth" name and/or other identifying phrases, marks, logos,

photographs, drawings, designs, plans, signage, and marketing and promotional materials associated with the Project and may use them for any and all purposes. The Developer further reserves an access easement for ingress and egress over, across, and through the Project as may be necessary to enable the construction, marketing and sale of the entire Project. The Developer may assign the easements and rights contained in this paragraph without notice or consent of the Co-owners.

Section 4. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such reasonable easements, licenses, rights-of-entry, and rights-of-way over, under, and across the Condominium Premises for utility purposes or other lawful purposes as may be necessary for the benefit of the Condominium subject, however, to the approval of the Developer so long as the Development and Sales Period has not expired. No easements created under the Condominium Documents may be modified, nor may any of the obligations with respect thereto be varied, without the consent of each person benefited or burdened thereby.

Section 5. Easements for Maintenance, Repair and Replacement. The Developer, the Association and all public or private utility agencies or companies shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration, replacement, removal or upkeep which they or any of them are required or permitted to perform under the Condominium Documents or by law or to respond to any emergency or common need of the Condominium; provided, however, that the easements granted hereunder shall not entitle any person other than the Owner thereof to gain entrance to the interior of any dwelling or garage located within a Unit. While it is intended that each Co-owner shall be solely responsible for the performance and costs of all maintenance, repair, removal, and replacement of and decoration of the dwelling and all other appurtenances and improvements constructed or otherwise located within his or her Unit, it is nevertheless a matter of concern that a Co-owner may fail to maintain the exterior of his or her dwelling or structures appurtenant thereto in a proper manner and in accordance with the standards set forth in this Master Deed, the Bylaws and any rules and regulations promulgated by the Association. Therefore, in the event a Co-owner fails, as required by this Master Deed, the Bylaws or any rules and regulations of the Association, to properly and adequately maintain, decorate, repair, removal, replace, landscape, or otherwise keep his or her Unit, the dwelling thereon or any improvements or appurtenances located therein or any Limited Common Elements appurtenant thereto, the Association (and/or the Developer during the Development and Sales Period) shall have the right, and all necessary easements in furtherance thereof (but not the obligation), to take whatever action or actions it deems desirable to so maintain, decorate, repair, remove, or replace the dwelling or other structures within the Unit, its appurtenances or any of its Limited Common Elements, and any landscaping, all at the expense of the Co-owner of the Unit. Neither the Developer nor the Association shall be liable to the Co-owner of any Unit or any other person, in trespass or in any other form of action, for the exercise of rights pursuant to the provisions of this Section or any other provision of the Condominium Documents which grant such easements, rights of entry or other means of access. Failure of the Association (or the Developer) to take any such action shall not be

deemed a waiver of the Association's (or the Developer's) right to take any such action at a future time. All costs incurred by the Association or the Developer in performing any responsibilities which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his or her regular assessment next falling due; further, the lien for non-payment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

Section 6. Utility Easements and Locations of Utility Installations. Various utility installations exist within the Units and are depicted on the Condominium Subdivision Plan. Perpetual easements exist and are hereby created in this Master Deed and otherwise in favor of all Units and the Co-owners thereof for the continued existence, maintenance, repair, replacement, and removal of such utilities, whether located above or below ground. Also, other utility mains (including, without limitation, natural gas, electric, and telephone conduits) may be installed by or at the instance of Developer across all Units to serve some or all other Units in the Condominium. Developer reserves the right to create all such easements and to install or cause to be installed any and all utilities within and across all Units in such locations as Developer may elect, in Developer's sole and absolute discretion and, further, to tap into, extend, and enlarge such utilities as may be necessary, in Developer's judgment.

Section 7. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Development and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements, and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient, or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state, local law, or ordinance. Any and all sums paid by any telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

Section 8. Entryway Easement. There shall exist a perpetual easement in favor of all Units and the Co-owners thereof, and the Association for the installation, construction, maintenance, repair, and replacement of landscaping and monument walls at the entrance of the Condominium, and in, over, and on the median island of any roadways located within the Condominium Project. It shall be the responsibility of the Association to maintain, repair, and replace the landscaped areas, parks, monument walls, and median islands located throughout the Condominium Project.

Section 9. Sign Easement. There shall exist a perpetual easement in favor of all Units and the Co-owners thereof, and the Association for the construction, maintenance, repair, replacement, and illumination of signs in designating and identifying Gateways of Plymouth wherever located. The signs or any replacement signs shall bear the name "Gateways of Plymouth" in prominent letters. It shall be the responsibility of the Association to maintain, repair, replace, and illuminate the signs. If the Association fails to maintain, repair, replace or illuminate the signs, the Developer shall have the right, but not the obligation, at its own expense, to maintain, repair, replace, or illuminate the signs, and charge the cost thereof to the Association.

Section 10. Emergency Access Easement. There shall exist for the benefit of all Co-owners, their guests and invitees, the Township of Plymouth, Wayne County, the State of Michigan, and any and all emergency vehicles, an ingress and egress easement over the roads and Common Elements in the Condominium as depicted on the Condominium Subdivision Plan. This easement shall not obligate the Township, the County, or the State to any maintenance or repair obligations with respect to the private roads or Common Elements within the Condominium.

4. The Bylaws are amended to add Article XIV Arbitration and Litigation, as follows:

**ARTICLE III
ARBITRATION AND LITIGATION**

Section 1. Arbitration Among or Between Co-Owners or Co-Owners and the Association.

(a.) **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 out of disputes among or between the Co-owners or between Co-owners and the Association, shall be subject to Arbitration upon the election and written consent of the parties to any such disputes, claims or grievances.

(b.) **Arbitration.** With respect to all arbitration under this Section: (i) judgment of the circuit court of the State of Michigan for the jurisdiction in which the Condominium Project is located may be rendered upon any award entered pursuant to such arbitration and the parties thereto shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved; (ii) the Commercial Arbitration Rules of the American Arbitration Association, as amended and in effect from time to time hereafter, shall be applicable to such arbitration; (iii) the period of limitations prescribed by law for the bringing of a civil action shall apply equally to the requirement or agreement to settle by arbitration; (iv) all costs of arbitration shall be allocated in the manner provided by the arbitration association; (v) the method of appointment of the arbitrator or arbitrators shall be pursuant to rules of the arbitration association; (vi) the arbitration shall proceed according to MCL 600.5001 to 600.5065 of Act No. 236 of the Public Acts of 1961, as amended, which may be supplemented by the rules of the arbitration

association; and (vii) the agreement to arbitrate precludes the parties from litigating such claims in the courts.

(c.) **Judicial Relief.** In the absence of the election and written consent of the parties to arbitrate as provided pursuant to Section 1(a) above, no Co-owner or the Association adversely affected by a violation of or failure to comply with the Act or rules promulgated under the Act, or a provision of an agreement or master deed shall be precluded from petitioning a court of competent jurisdiction to resolve any dispute, claim or grievance.

(d.) **Election of Remedies.** Such election and written consent by Co-owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

Section 2. Arbitration between the Developer and Co-owner(s) and/or the Association. By purchase of a Unit, Co-owners agree as follows:

(a.) **Arbitration between the Developer and Co-owner(s).** With respect to any claim that might be the subject of a civil action between a purchaser, Co-owner, or person occupying a restricted Unit under Section 104b of the Act and the Developer, which claim involves an amount of Two Thousand Five Hundred Dollars (\$2,500.00) or less and arises out of or relates to the Common Elements of the Project, such claim shall be settled by arbitration at the exclusive option of the purchaser, Co-owner or person occupying a restricted Unit under Section 104b of the Act. All other claims may be settled by arbitration at the exclusive option of the Developer.

(b.) **Arbitration between the Developer and the Association.** With respect to any claim that might be the subject of a civil action between the Association and the Developer, which claim arises out of or relates to the Common Elements of the Condominium Project, if the amount of the claim is Ten Thousand Dollars (\$10,000.00) or less, such claim shall be settled by arbitration at the exclusive option of the Association. All other claims may be settled by arbitration at the exclusive option of the Developer.

(c.) **Arbitration.** With respect to all arbitration under this Section, (i) judgment of the circuit court of the State of Michigan for the jurisdiction in which the Condominium Project is located may be rendered upon any award pursuant to such arbitration and the parties thereto shall accept the arbitrator's decision as final and binding; (ii) the Commercial Arbitration Rules of the American Arbitration Association, as amended and in effect from time to time hereafter, shall be applicable to such arbitration; (iii) the period of limitations prescribed by law for the bringing of a civil action shall apply equally to the requirement or agreement to settle by arbitration; (iv) all costs of arbitration shall be allocated in the manner provided by the arbitration association; (v) the method of appointment of the arbitrator or arbitrators shall be pursuant to rules of the arbitration association; (vi) the arbitration shall proceed according to MCL 600.5001 to 600.5065 of Act No. 236 of the Public Acts of 1961, as

amended, which may be supplemented by the rules of the arbitration association; and (vii) the agreement to arbitrate precludes the parties from litigating such claims in the courts.

(d.) Judicial Relief. In the absence of the election and written consent of the parties to arbitrate as provided pursuant to Section 1(a) above, no Co-owner or the Association adversely affected by a violation of or failure to comply with the Act or rules promulgated under the Act, or a provision of an agreement or master deed shall be precluded from petitioning a court of competent jurisdiction to resolve any dispute, claim or grievance.

(e.) Section 107 Action by Co-owners. Nothing in this Section shall, however, prohibit a Co-owner from maintaining an action in court against the Association and its officers and directors to compel these persons to enforce the terms and provisions of the Condominium Documents, nor to prohibit a Co-owner from maintaining an action in court 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.

Section 3. Litigation / Arbitration on behalf of Association. Actions on behalf of and against the Co-owners shall be brought in the name of the Association. Subject to the express limitations on actions in these Bylaws and in the Association's Articles of Incorporation, the Association may assert, defend, or settle claims on behalf of all Co-owners in connection with the Common Elements of the Condominium. As provided in the Articles of Incorporation of the Association, the commencement of any civil action or arbitration (other than one to enforce these Bylaws or to collect delinquent assessments) shall require the approval of a majority in number and in value of the Co-owners, and shall be governed by the requirements of this Section. The requirements of this Section will ensure that the Co-owners are fully informed regarding the prospects and likely costs of any civil action the Association proposes to engage in, as well as the ongoing status of any civil actions actually filed by the Association. These requirements are imposed in order to reduce both the costs of litigation and the risk of improvident litigation, and in order to avoid the waste of the Association's assets in litigation through additional or special assessments where reasonable and prudent alternatives to the litigation exist. Each Co-owner shall have standing to sue to enforce the requirements of this Section. The following procedures and requirements apply to the Association's commencement of any civil action other than an action to enforce these Bylaws or to collect delinquent assessments:

(a.) Pre-Litigation Requirements. Prior to commencing a civil action on behalf of the Association, the Board of Directors shall (i) call a special meeting of the Co-owners for the express purpose of evaluating the merits of the proposed litigation ("Litigation Evaluation Meeting"); (ii) at least 10 days prior to the date scheduled for the Litigation Evaluation Meeting, issue a written report to all Co-owners outlining the Board's recommendation that a civil suit be filed, such report shall include a full disclosure of all attempts made by the Board to settle the controversy; (iii) present to the Co-owners, prior to or at the Litigation Evaluation Meeting, the Board of Director's

written recommendation of the proposed attorney for the civil action. Such recommendation shall include, the name and affiliations of the attorney, the number of years the attorney has practiced law, the name and address of every condominium and homeowner association for which the attorney has filed a civil action together with the case number, county and court in which each action was filed, the litigation attorney's proposed written fee agreement, the litigation attorneys total estimated cost of the civil action through a trial on the merits, including legal fees, court costs, expert witness fees and all other expenses expected to be incurred, the litigation attorney's written estimate of the amount the Association is likely to recover in the suit net of legal fees, court costs, expert witness fees and all other expenses expected to be incurred in the litigation, the attorney's billing and payment policies and the litigation attorney's commitment to provide written status reports of the litigation, settlement progress, and updated cost and recovery estimates no less than every 30 days; (iv) present to the Co-owners prior to or at the Litigation Evaluation Meeting the amount to be specially assessed against each Unit in the Condominium to fund the total estimated cost of the civil action through a trial on the merits in both total and on a monthly per Unit basis.

(b.) Co-owner Litigation Approval. At the Litigation Evaluation Meeting the Co-owners shall vote on whether to authorize the Board of Directors to proceed with the proposed civil action and whether the matter should be handled by the litigation attorney proposed by the Board of Directors. The commencement of any civil action by the Association (other than a suit to enforce these Bylaws or collect delinquent assessments) must be approved by 66 2/3% in number and value of the Co-owners.

(c.) Litigation Assessment. All fees estimated to be incurred in pursuit of any civil action subject to paragraph (a) above shall be paid only by special assessment of the Co-owners, which special assessment must be approved at the Litigation Evaluation Meeting. The total amount of the litigation special assessment shall be collected monthly over a period not to exceed twenty-four (24) months. If at any time during the course of the action, the Board of Directors determines that the approved special litigation assessment is inaccurate or requires revision, the Board of Directors shall immediately prepare a revised estimate of the total cost of litigation. If the revised estimate exceeds the litigation special assessment previously approved by the Co-owners, the Board of Directors shall call a special meeting of the Co-owners to review the status of the litigation, and to allow the Co-owners to vote on whether to continue the civil action and increase the litigation special assessment. The meeting shall have the same quorum and voting requirements as the litigation evaluation meeting.

(d.) Independent Expert Opinion. If the lawsuit relates to the condition of any of the Common Elements of the Condominium, the Board of Directors shall obtain a written independent expert opinion as to reasonable and practical alternative approaches to repairing the problems with the Common Elements, which shall set forth the estimated costs and expected viability of each alternative. In obtaining the independent expert opinion, the Board of Directors shall conduct its own investigation as to the qualification of any expert and shall not retain any expert recommended by the litigation attorney or any other attorney with whom the Board of Directors consults. The

purpose of the independent expert opinion is to avoid any potential confusion regarding the condition of the Common Elements that might be created by a report prepared as an instrument of advocacy for use in a civil action. The independent expert opinion will ensure that the Co-owners have a realistic appraisal of the condition of the Common Elements, the likely cost of repairs to or replacement of the same, and the reasonable and prudent repair and replacement alternatives. The independent expert opinion shall be sent to all Co-owners with the written notice of the Litigation Evaluation Meeting.

(e.) Litigation Reviews. The Board of Directors shall meet monthly during the course of any civil action to discuss and review: (i) the status of the litigation; (ii) the status of settlement efforts, if any; and (iii) the attorney's written report (hereinafter "litigation review meeting." A copy of the minutes from the litigation review meeting, together with a copy of any reports submitted to the Board of Directors, shall be mailed to each Co-owner within 30 days of each litigation review meeting. In addition, litigation expenses shall be made reasonably available for Co-owner review on written request of a Co-owner.


(f.) Disclosure of Litigation Expenses. The litigation expenses, including attorney's fees, court costs, expert witness fees and all other expenses of any civil action filed by the Association shall be fully disclosed to Co-owners in the Association's annual budget. In addition, litigation expenses shall be made reasonably available for Co-owner review upon the written request of a Co-owner.

[SIGNATURES ON THE FOLLOWING PAGE]

In all respects, other than as herein indicated, the original Master Deed of Gateways of Plymouth recorded February 23, 2006, including the Bylaws respectively attached thereto as Exhibit A, is hereby ratified, confirmed, and redeclared.

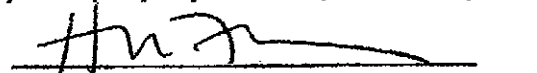
Dated this 3rd day of November, 2015.

TARA GATEWAYS, LLC,
a Michigan limited liability company

By: 
Dominic Liburdi
Its: Authorized Agent

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

On this 3rd day of November, 2015, the foregoing First Amendment to the Master Deed of Gateways of Plymouth was acknowledged before me by Dominic Liburdi, Authorized Agent of Tara Gateways, LLC, a Michigan limited liability company by authority of its Operating Agreement.


H. William Freeman, Notary Public,
Oakland County, Michigan
My commission expires: February 8, 2021
Acting in the County of Oakland, MI

Master Deed drafted by and
when recorded return to:

H. William Freeman, Esq.
Sullivan, Ward, Asher & Patton, P.C.
25800 Northwestern Highway, Suite 1000
Southfield, Michigan 48075

W1574422.DOC

THE SYMBOL O SET IRON INDICATES A CONCRETE MONUMENT SET (CONSISTING OF A 1/2" DIA. STEEL ROD, 3' LONG ENCASED IN A 4" DIAMETER CONCRETE CYLINDER)

THIS SITE DOES NOT INVOLVE ANY FLOOD PLAINS.

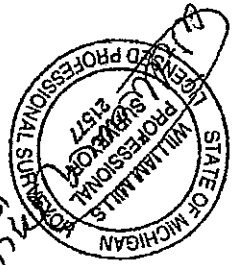
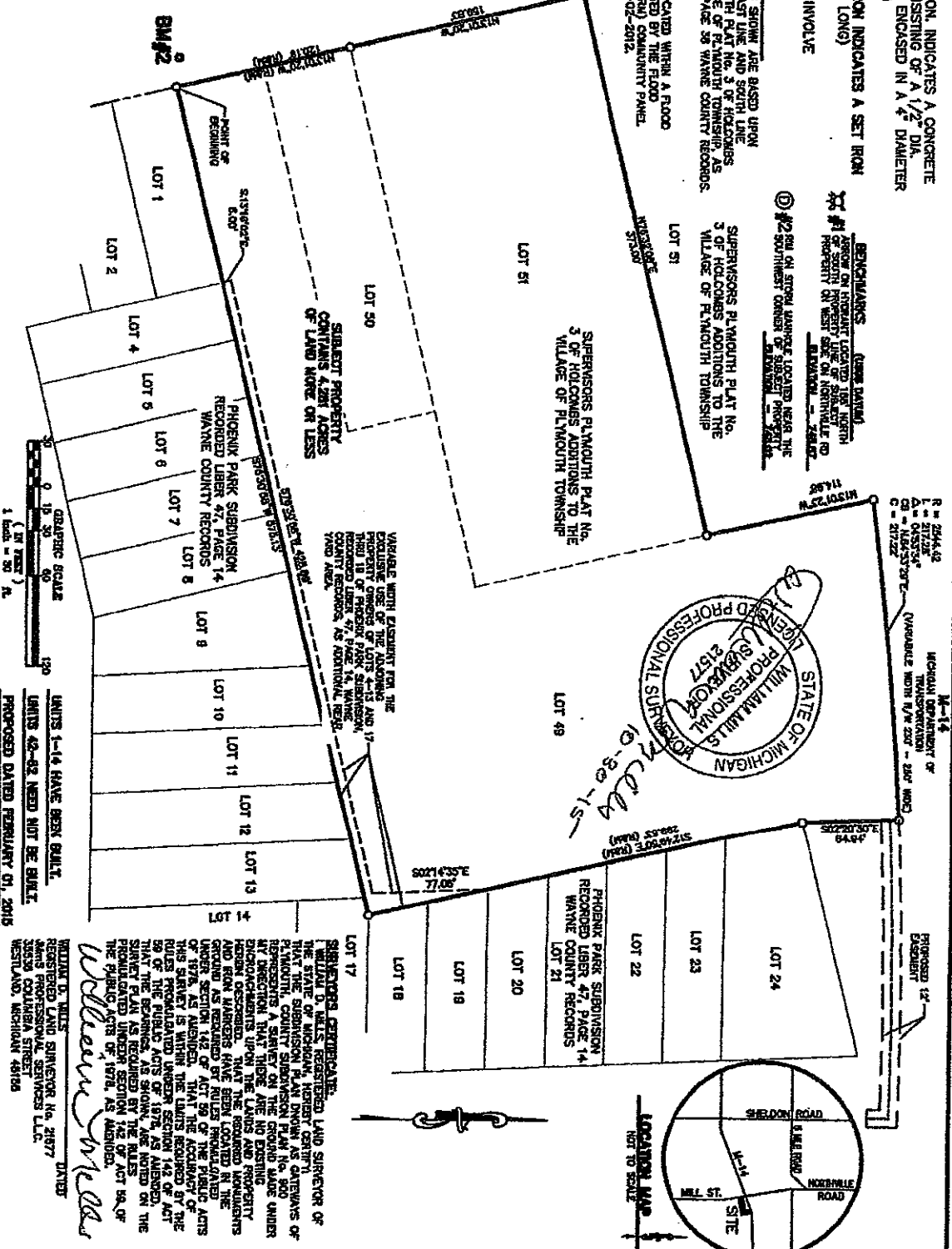
FLOOD HAZARD NOTES:
THE PROPERTY IS NOT LOCATED WITHIN A FLOOD HAZARD AREA AS SHOWN ON THE FLOOD INSURANCE RATE MAP (FIRM) FOR PLYMOUTH COUNTY, MISSOURI, DATED 02-07-2012.

BENCHMARKS: (SEE PLAN) A BENCHMARK IS LOCATED ON THE WEST LINE OF NORTHVILLE ROAD ON THE WEST SIDE OF NORTHVILLE ROAD. A SECOND BENCHMARK IS LOCATED ON THE SOUTH LINE OF NORTHVILLE ROAD ON THE WEST SIDE OF NORTHVILLE ROAD.

LOT 51 SUPERVISORS PLYMOUTH PLAT NO. 3 OF HOLLOWAYS ADDITIONS TO THE VILLAGE OF PLYMOUTH TOWNSHIP

LOT 49 SUPERVISORS PLYMOUTH PLAT NO. 3 OF HOLLOWAYS ADDITIONS TO THE VILLAGE OF PLYMOUTH TOWNSHIP

NORTHVILLE ROAD (120' RIGHT/WAY) WAYNE COUNTY ROAD COMMISSION



UNITS 1-14 HAVE BEEN BUILT.
UNITS 15-31 NEED NOT BE BUILT.
PROPOSED DATED FEBRUARY 01, 2015

SURVEYOR'S CERTIFICATE:
WILLIAM T. MILLS, REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFIES THAT THE SUBDIVISION IS CORRECT CENTER LINE PLYMOUTH COUNTY SUBDIVISION THAT HAS BEEN REPRESENTED A SURVEY ON THE GROUND MADE UNDER MY DIRECTION THAT THERE ARE NO EXISTING ENCUMBRANCES UPON THE LANDS AND PROPERTY AND THAT THE BENCHMARKS HAVE BEEN LOCATED IN THE MANNER AND FORM STIPULATED IN THE SUBDIVISION UNDER SECTION 142 OF ACT 206 OF THE PUBLIC ACTS OF 1978, AS AMENDED, THAT THE BENCHMARKS AS SHOWN ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES OF THE BOARD OF LAND SURVEYING UNDER SECTION 142 OF ACT 206 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

William T. Mills
WILLIAM T. MILLS
REGISTERED LAND SURVEYOR No. 21877
32530 COLUMBIAN STREET
BENTON, MICHIGAN 48108

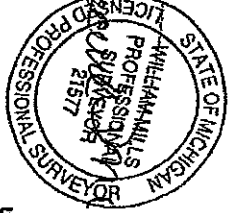
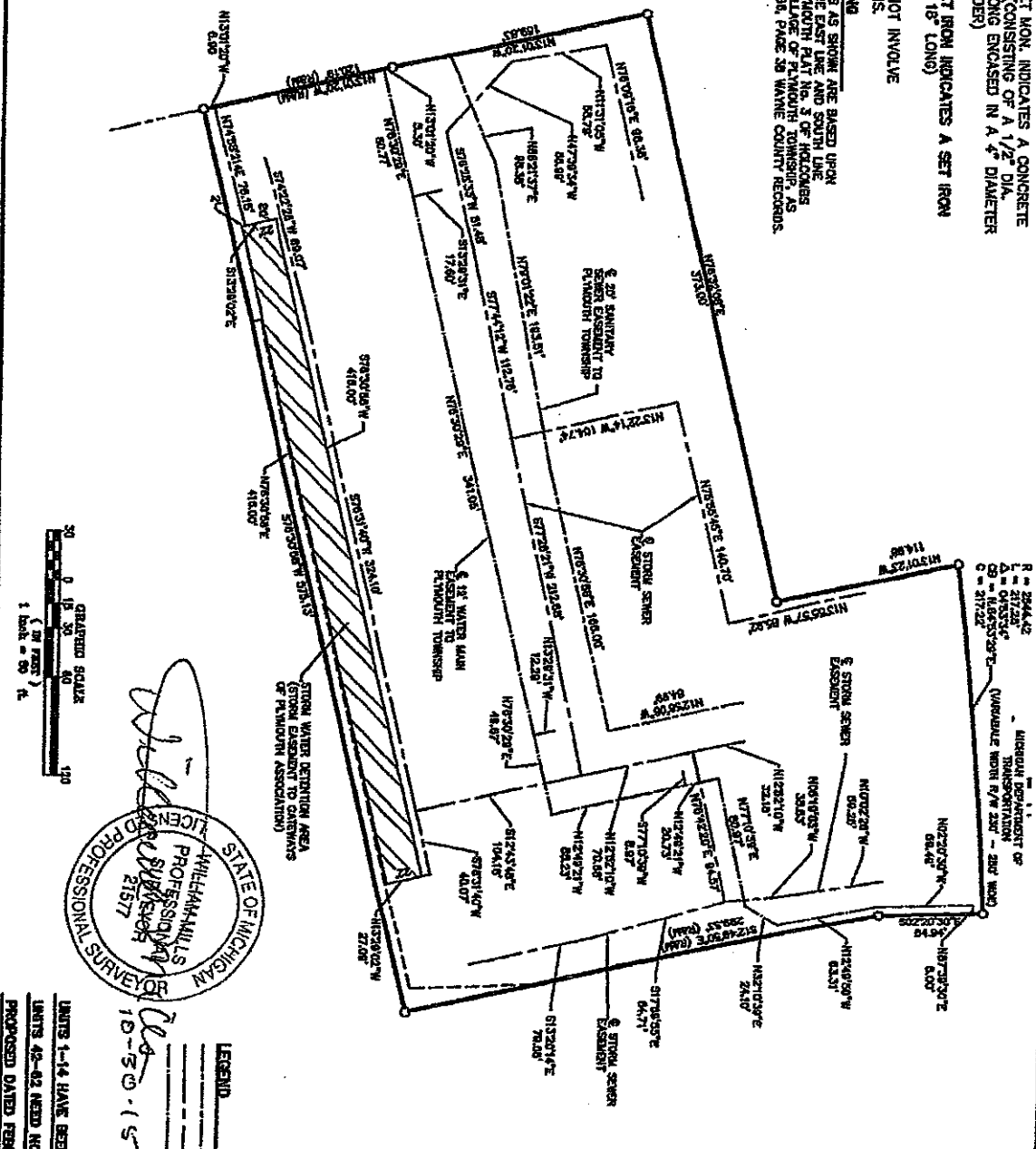
THE SYMBOL SET IRON INDICATES A CONCRETE MONUMENT SET (CONSISTING OF A 1 1/2" DIA. STEEL ROD, 3" LONG ENCASED IN A 4" DIA. CONCRETE CYLINDER)

THE SYMBOL SET IRON INDICATES A SET IRON (1/2" DIA. DIAMETER, 18" LONG)

THIS SITE DOES NOT INVOLVE ANY FLOOD PLAINS.

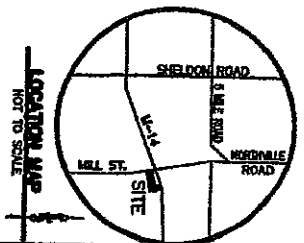
SOURCE OF BEARINGS
 SOURCE OF BEARINGS AS SHOWN ARE BASED UPON THE BEARINGS OF THE EAST LINE AND SOUTH LINE OF SUPERVISOR'S PLYMOUTH PLAT NO. 3 OF ADDITIONS TO THE VILLAGE OF PLYMOUTH TOWNSHIP, AS RECORDED IN LIBER 99, PAGE 39 WAYNE COUNTY RECORDS.

NORTHVILLE ROAD (120' RIGHT/WAY) WAYNE COUNTY ROAD COMMISSION



LEGEND
 --- QUARTRY SEWER
 --- STORM SEWER
 --- WATER MAIN

UNITS 1-14 HAVE BEEN BUILT.
 UNITS 45-62 NEED NOT BE BUILT.
 PROPOSED DATED FEBRUARY 01, 2016



17 NOV 16 PM 12:14

17 NOV 22 AM 11:03

EXAMINED AND APPROVED
DATE NOV 16 2017
BY SSK NJC
AMY L. MILLER-VANDAWAKER
PLAT ENGINEER

WAYNE COUNTY TREASURER
11-16-17 MJ

Bernard J. Youngblood
Wayne County Register of Deeds
2017366884 L: 54080 P: 908
11/22/2017 11:03 AM MDA Total Pages: 12



SECOND AMENDMENT TO MASTER DEED

**GATEWAYS OF PLYMOUTH
A RESIDENTIAL CONDOMINIUM
WAYNE COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 900**

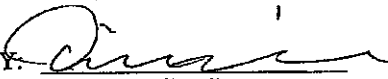
This Second Amendment to Master Deed is made and executed this 10th day of October, 2017, by Tara Gateways, LLC, a Michigan limited liability company, whose address is 5870 Glasgow, Troy, Michigan 48085, Developer of Gateways of Plymouth, a Condominium Project established pursuant to the Master Deed thereof, recorded on February 23, 2006 at Liber 44094, Page 373, Wayne County, Michigan records as amended by the First Amendment to Master Deed recorded on November 6, 2015 at Liber 52567, Page 91, Wayne County records (collectively, "Master Deed"), and known as Wayne County Condominium Subdivision Plan No. 900.

Developer hereby amends the Master Deed (this "*Amendment*"), pursuant to the authority reserved in Article VIII thereof for the purpose of identifying in the Condominium Subdivision Plan the phases of development to comply with certain requirements of mortgage loan lenders as set forth in revised Exhibit B attached hereto and incorporated by reference. Upon the recording of this Amendment in the office of the Wayne County Register of Deeds, said Master Deed and Exhibit B thereto shall be amended to set forth the phases referenced therein.

5. In all other respects, other than as hereinabove indicated, the Master Deed and the Bylaws and the Condominium Subdivision Plan attached thereto ~~respectively as Exhibits "A" and "B"~~ ^{is} hereby ratified, confirmed and redeclared.

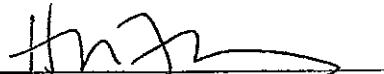
Dated this 10th day of October, 2017.

TARA GATEWAYS, LLC,
a Michigan limited liability company

BY: 
Dominic Liburdi
ITS: Authorized Agent

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

On this 10th day of October, 2017, the foregoing Second Amendment to Master Deed of Gateways of Plymouth was acknowledged before me by Dominic Liburdi, authorized agent of Tara Gateways, LLC, a Michigan limited liability company.


H. William Freeman, Notary Public
Oakland County, Michigan
Acting in Wayne County
My Commission Expires: February 8, 2021

DRAFTED BY AND WHEN
RECORDED RETURN TO:

H. William Freeman, Esq.
Sullivan, Ward, Asher & Patton, P.C.
25800 Northwestern Hwy., Suite 1000
Southfield MI 48075
(248) 746-2733

W2050372.DOCX

**REPLAT NUMBER 2 OF
WAYNE COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 900
EXHIBIT "B" TO THE AMENDED MASTER DEED OF
GATEWAYS OF PLYMOUTH
PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN**

ATTENTION REGISTER OF DEEDS
THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE WHEN A NUMBER HAS BEEN ASSIGNED TO THIS PROJECT IT MUST BE PROPERLY SHOWN IN THE TITLE ON THIS SHEET AND IN THE SURVEYORS CERTIFICATE ON SHEET 2.

THE ASTERISK (*)

AS SHOWN IN THE SHEET INDEX INDICATES NEW OR AMENDED DRAWINGS WHICH ARE DATED 10/09/17.
THESE DRAWINGS ARE TO REPLACE OR BE SUPPLEMENTAL TO THOSE PREVIOUSLY RECORDED.

SURVEYOR
G.L.A. SURVEYORS & ENGINEERS
8495 NORTH TERRITORIAL ROAD
PLYMOUTH, MI 48170
(734) 416-8650
(734) 416-8657 FAX

DEVELOPER
TARA GATEWAYS, LLC
5870 GLASSCOW STREET
TROY, MI 48065-3157

EXAMINED AND APPROVED
DATE NOV 16 2017
BY SSK N/C
AMY L. MILLER-VANDAWAKER
PLAT ENGINEER

NOTE

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

LEGAL DESCRIPTION

PART OF LOTS 49, 50 AND 51 OF SUPERVISORS PLYMOUTH PLAT NO. 3 OF HOLCOMB'S ADDITION TO THE VILLAGE OF PLYMOUTH TOWNSHIP AND PART OF SECTION 23, T. 1 S., R. 8 E., PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN AS RECORDED IN LIBER 66 OF PLATS, PAGE 38, WAYNE COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 49; THENCE N. 13°01'20" W. 120.18 FEET; THENCE N. 13°01'20" W. 159.83 FEET; THENCE N. 76°32'08" E. 373.00 FEET; THENCE N. 43°01'23" W. 114.98 FEET TO A POINT ON THE SOUTHERLY LIMITED ACCESS RIGHT OF WAY LINE OF M-14; THENCE 217.28 FEET ALONG THE ARC OF A NON TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2,544.42 FEET, A CENTRAL ANGLE OF 04°53'34" AND A LONG CHORD BEARING N. 84°53'29" E. 217.22 FEET ALONG SAID LIMITED ACCESS RIGHT OF WAY TO A POINT ON THE WESTERLY LINE OF PHOENIX PARK SUBDIVISION AS RECORDED IN LIBER 47 OF PLATS, PAGE 14, WAYNE COUNTY RECORDS; THENCE ALONG SAID SUBDIVISION S. 02°20'50" E. 64.94 FEET; THENCE S. 12°49'50" E. 298.53 FEET; THENCE S. 76°30'58" W. 575.13 FEET TO THE POINT OF BEGINNING. SUBJECT TO ANY AND ALL EASEMENTS OR RIGHTS OF WAY OF RECORD IF ANY. PROPERTY AS DESCRIBED CONTAIN 4.182 ACRES OF LAND MORE OR LESS.

SHEET INDEX

- * 1. TITLE PAGE
- 2. SURVEY PLAN
- 3. UTILITY EASEMENTS
- * 4. SITE PLAN
- * 5. UTILITY PLAN
- * 6. FLOOR PLANS BUILDING #7
- * 7. FLOOR PLANS BUILDINGS #8, #9, #10
- * 8. FOUNDATION & FLOOR PLAN BUILDING #11
- * 9. FOUNDATION & FLOOR PLAN BUILDING #12
- *10. SECOND FLOOR PLANS BUILDINGS #11, #12
- *11. CROSS SECTIONS BUILDINGS #7, #8, #9, #10, #11
- *12. CROSS SECTIONS BUILDING #12



Greg L. Ash
GREG L. ASH
PROFESSIONAL LAND SURVEYOR
REGISTRATION NO. 2840
DATE 10/26/17

**GATEWAYS OF PLYMOUTH
TITLE PAGE**

PROPOSED DATE 10/09/17
SHEET NO. 1 OF 12
DRAWN BY: G.L.A.
CHECKED BY: G.L.A.



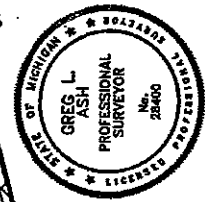
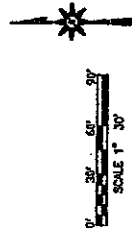
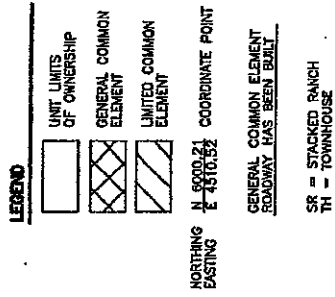
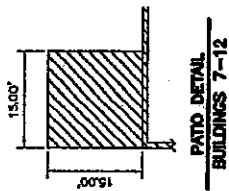
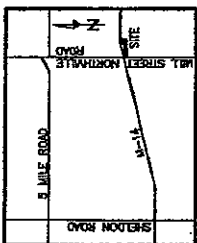
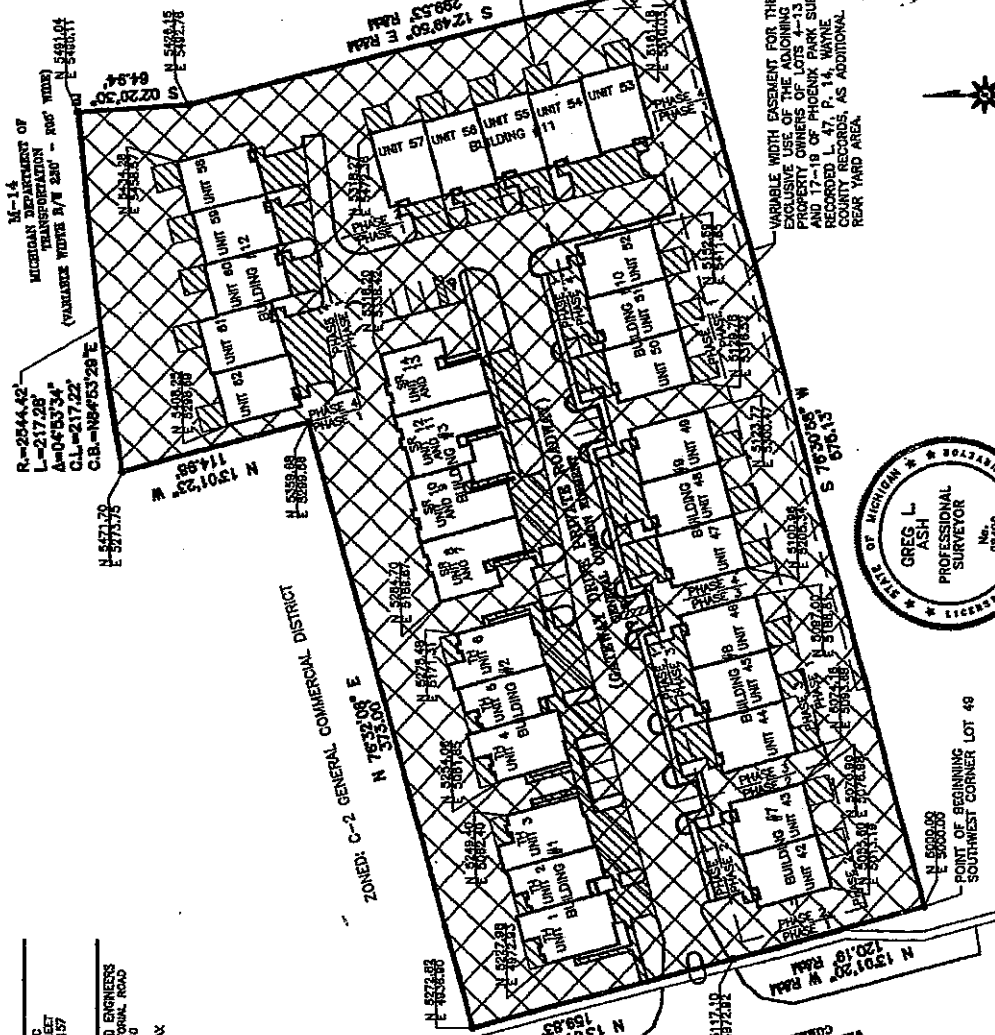
8495 NORTH TERRITORIAL RD
PLYMOUTH, MI 48170
(734) 416-8650 FAX
www.glasurveyors.com

DEVELOPER
TARA GATEWAYS, LLC
5670 GLASGOW STREET
REV. #: 4865-3157

SURVEYOR
JLA SURVEYING AND ENGINEERS
8465 NORTH TERRITORIAL ROAD
PLYMOUTH, MI 48170
(734) 418-8650
(734) 418-8657 FAX

ZONED: C-2 GENERAL COMMERCIAL DISTRICT

N 1301.20' W 159.43'
N 1301.20' W R.R.M.
N 1301.20' W R.R.M.
N 1301.20' W R.R.M.



Greg L. Ash
DATE: 10/06/17
GREG L. ASH, P.L.S. #28490

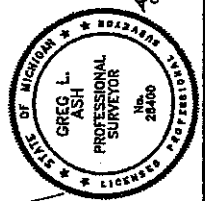
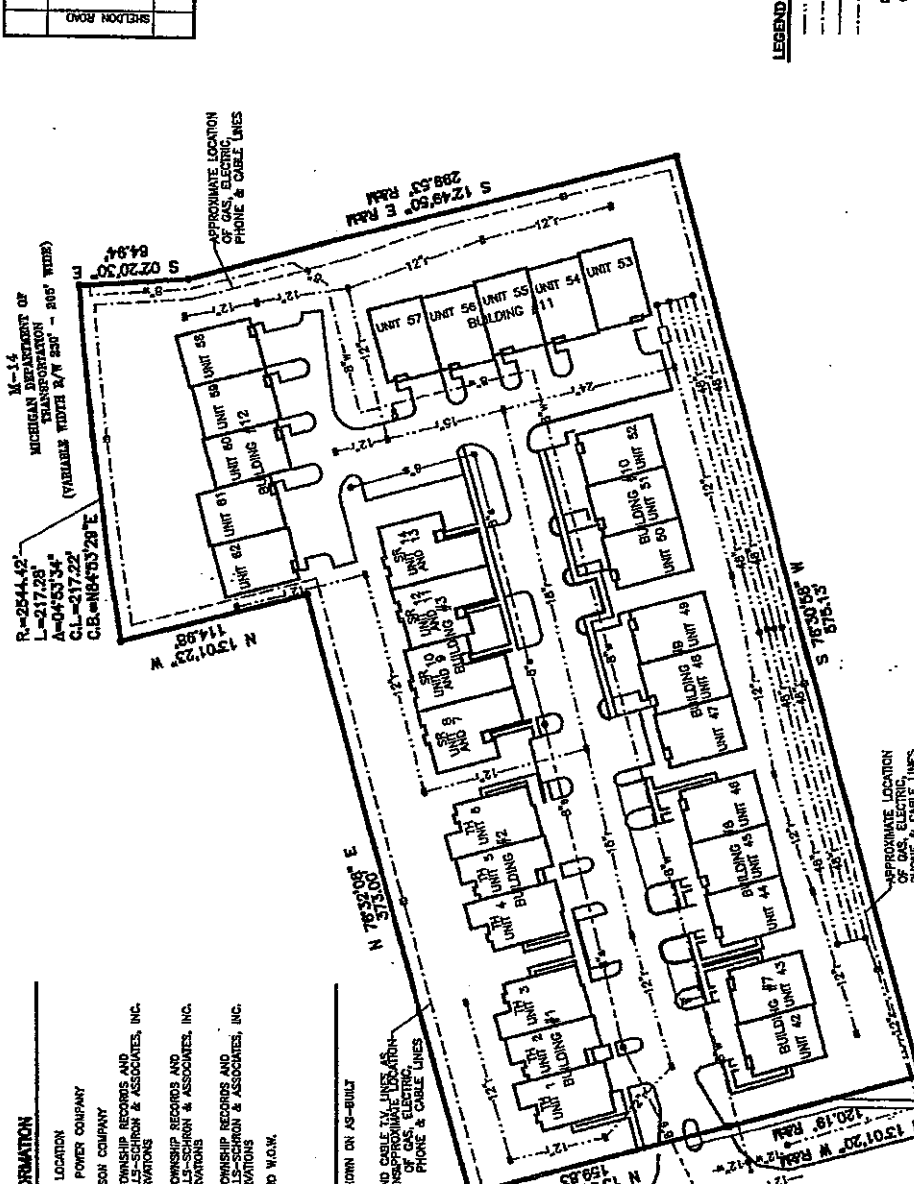
GLA
GATEWAYS & LANDS

8465 NORTH TERRITORIAL RD
PLYMOUTH, MI 48170
(734) 418-8650
(734) 418-8657 FAX
WWW.GLA-SURVEYS.COM

SOURCE OF UTILITY INFORMATION

UTILITY	SOURCE OF LOCATION
GAS	CONSUMERS POWER COMPANY
ELECTRIC	DETROIT EDISON COMPANY
WATER MAIN	PLYMOUTH TOWNSHIP RECORDS AND WARRETT-HILLS-SHIRON & ASSOCIATES, INC. FIELD OBSERVATIONS
SANITARY SEWER	PLYMOUTH TOWNSHIP RECORDS AND WARRETT-HILLS-SHIRON & ASSOCIATES, INC. FIELD OBSERVATIONS
STORM SEWER	PLYMOUTH TOWNSHIP RECORDS AND WARRETT-HILLS-SHIRON & ASSOCIATES, INC. FIELD OBSERVATIONS
T.V. CABLE	CONCAST AND W.O.W.
TELEPHONE	AT&T

NOTES:
 ALL UTILITY LOCATIONS WILL BE SHOWN ON AS-BUILT DRAWINGS.
 ALL ELECTRIC, TELEPHONE, GAS AND CABLE LINES SHOWN ARE APPROXIMATE LOCATIONS OF GAS, ELECTRIC, PHONE & CABLE LINES.

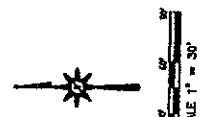


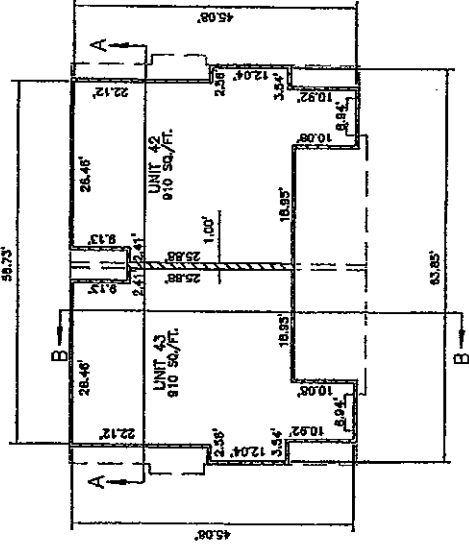
Greg L. Ash
 GREG L. ASH, P.L.S., 128400
 DATE 10/06/17
 UNITS 1-14 MUST BE BUILT
 UNITS 42-82 NEED NOT BE BUILT

**GATEWAYS OF PLYMOUTH
 UTILITY PLAN**

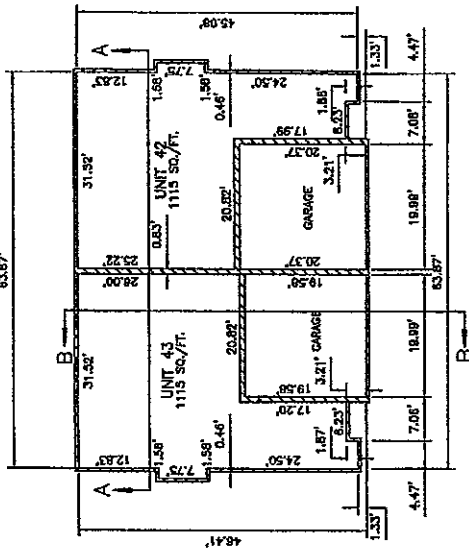
PROPOSED DATE: 10/06/17
 FILE NO.: 2382
 SHEET NO. 2 OF 12
 CHECKED BY: O.L.A.
 G.L. Ash & Associates
 6555 NORTH WENTWORTH RD.
 TROY, MI 48060
 (734) 415-0650
 (734) 415-0657 FAX
 www.glaash.com

- LEGEND**
- STORM SEWER
 - WATERMAIN
 - SANITARY SEWER
 - GAS, ELECTRIC, PHONE & CABLE LINES
 - CATCH BASIN
 - STORM MANHOLE
 - FLOWMANT
 - GATE VALVE IN WELL
 - WATER SHUT OFF
 - SANITARY MANHOLE
 - ELECTRIC TRANSFORMER

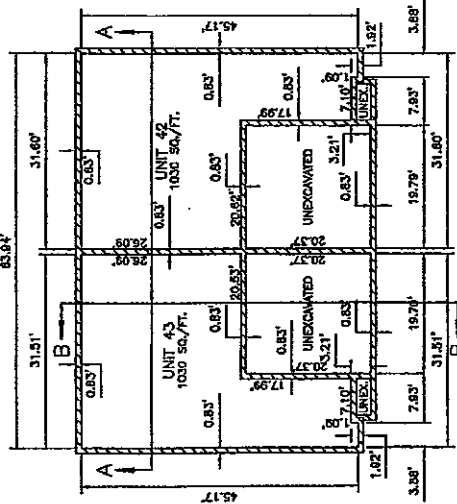




SECOND FLOOR PLAN
BUILDING 7

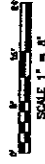


FIRST FLOOR PLAN
BUILDING 7



BASEMENT/FOUNDATION PLAN
BUILDING 7

NOTES:
ALL AREAS WITHIN ALL WALLS,
CORNERS AND IMPACTS ARE LIMITED
COMMON.



GATEWAYS OF PLYMOUTH
FLOOR PLANS BUILDING 7

PROPOSED DATE: 10/08/17
FILE NO.: 3992
DRAWN BY: G.L.B.
CHECKED BY: G.L.A.

6485 NORTH WENTWORTH RD.
PLYMOUTH, MI 48170
(734) 418-0850
(734) 418-8857 FAX
www.gla.com



Greg L. Ash
GREG L. ASH, P.L.S. #28400
DATE: 10/08/17

UNITS 1-14 MUST BE BUILT
UNITS 42-52 NEED NOT BE BUILT

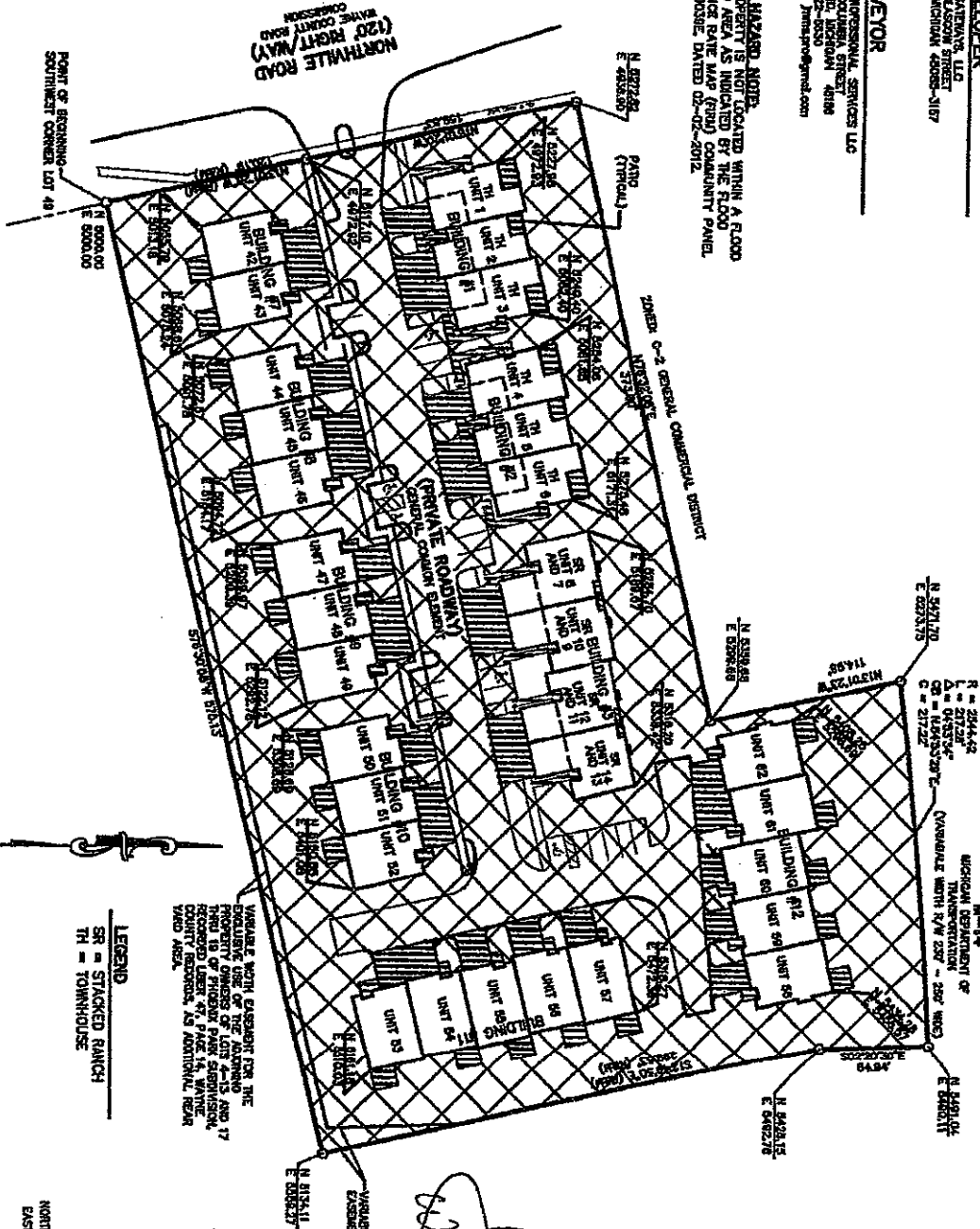
DEVELOPER

WMA OVERLANDS, LLC
 1400 SHERWOOD DRIVE
 TROY, MICHIGAN 48068-3107

SURVEYOR

JAMES PROFESSIONAL SERVICES LLC
 10100 WESTLAND AVENUE
 WESTLAND, MICHIGAN 48090
 (734) 722-6550
 E-MAIL: James.professional.com

FLOOD HAZARD NOTE:
 THE PROPERTY IS NOT LOCATED WITHIN A FLOOD HAZARD AREA AS INDICATED BY THE FLOOD INSURANCE RATE MAP (FIRM) COMMENTARY PANEL 2016030005E DATED 02-02-2012.



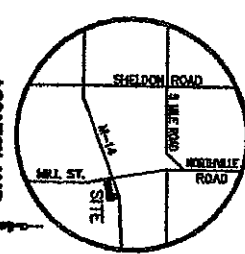
UNITS 1-14 HAVE BEEN BUILT.
 UNITS 42-49 NEED NOT BE BUILT.
 PROPOSED DATED FEBRUARY 01, 2015

LEGEND
 SR = STACKED RANCH
 TH = TOWNHOUSE

LEGEND
 [Symbol] LIMITS OF OWNERSHIP
 [Symbol] GENERAL COMMON ELEMENTS
 [Symbol] LIMITED COMMON ELEMENTS

VARIANCE WITH RESPECT FOR THE PROVISIONS OF THE ZONING ORDINANCE OF THE CITY OF PLYMOUTH, MICHIGAN, AS APPLIED TO THIS PROPERTY. THE PROPERTY IS ZONED C-2 (GENERAL COMMERCIAL) AND THE PROPOSED DEVELOPMENT IS ZONED C-2 (GENERAL COMMERCIAL). THE VARIANCE IS REQUESTED FOR THE DEVELOPMENT OF UNITS 1-14, WHICH ARE NOT PERMITTED BY THE ZONING ORDINANCE AS APPLIED TO THIS PROPERTY.

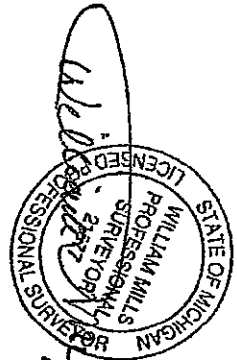
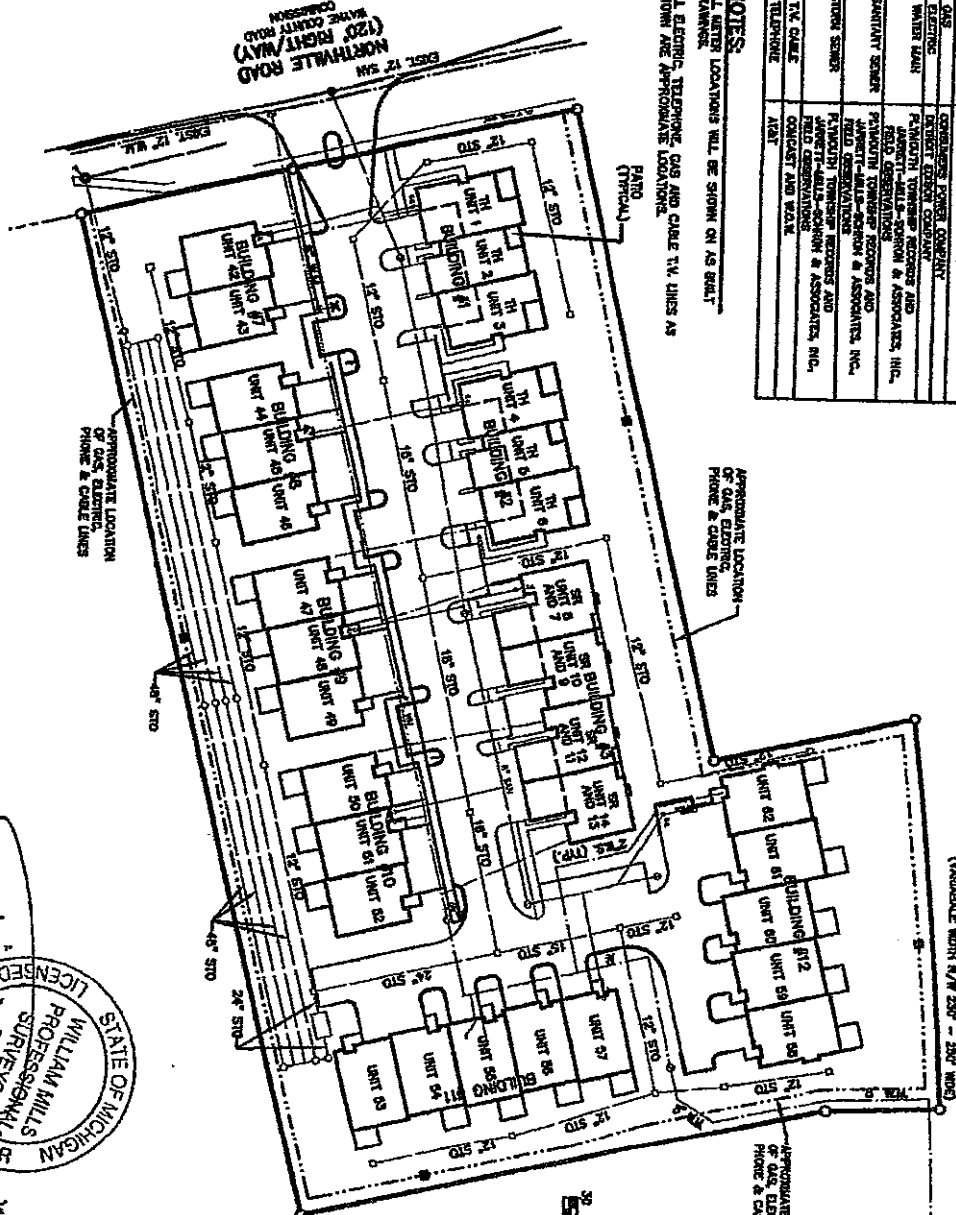
STATE OF MICHIGAN
 WILLIAM MILLS
 PROFESSIONAL
 SURVEYOR
 LICENSE NO. 21977
 10-30-15
William Mills



SOURCE OF UTILITY INFORMATION

UTILITY	SOURCE OF LOCATION
GAS	COMPAGNIE PLYMOUTH COMPANY
ELECTRIC	PLMOUTH ELECTRIC COMPANY
WATER MAIN	PLMOUTH WATERWORKS AND SEWER DEPARTMENT
SEWER	PLMOUTH WATERWORKS AND SEWER DEPARTMENT
TELEPHONE	PLMOUTH TELEPHONE DEPARTMENT
CABLE TV	PLMOUTH TELEVISION & CABLE COMPANY

NOTES:
 ALL UTILITY LOCATIONS WILL BE SHOWN ON AS BUILT.
 ALL ELECTRIC, TELEPHONE, GAS AND CABLE TV LINES AS SHOWN ARE APPROXIMATE LOCATIONS.

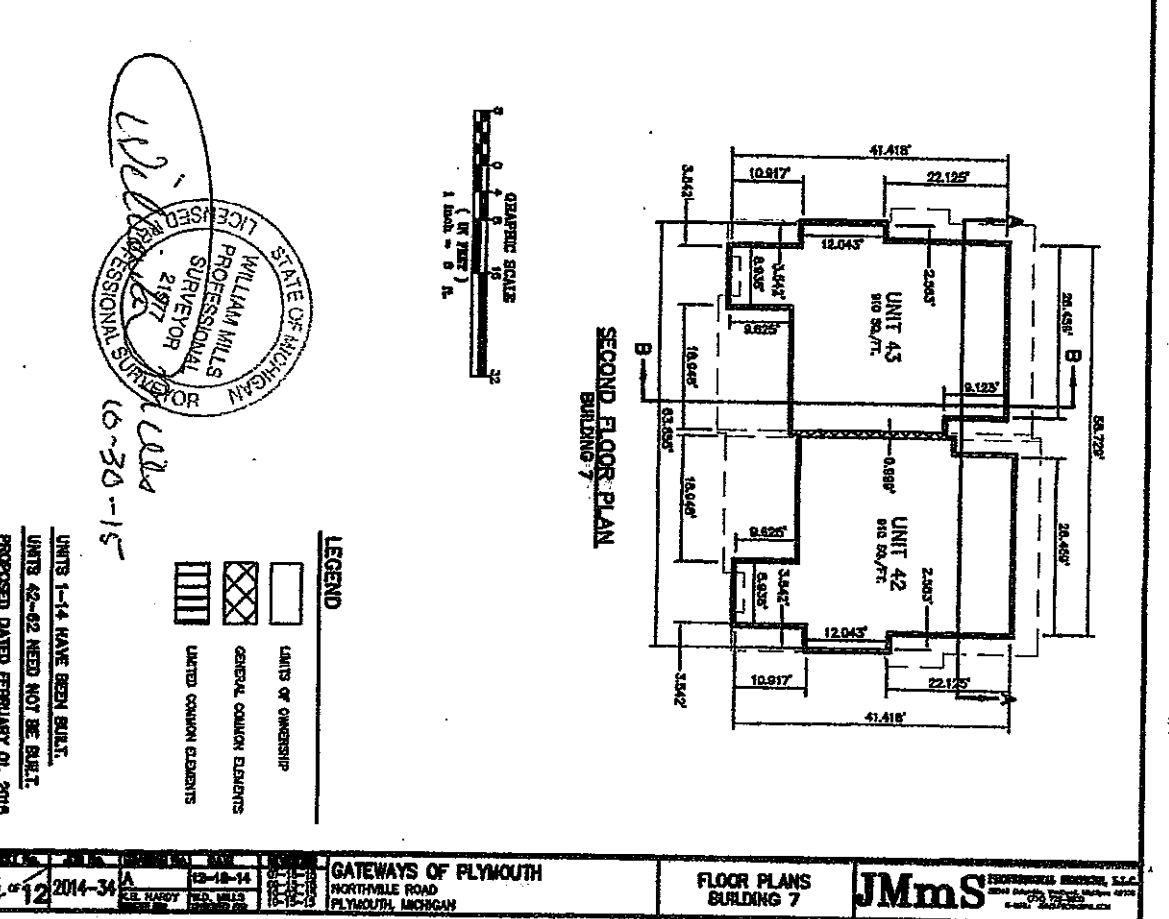
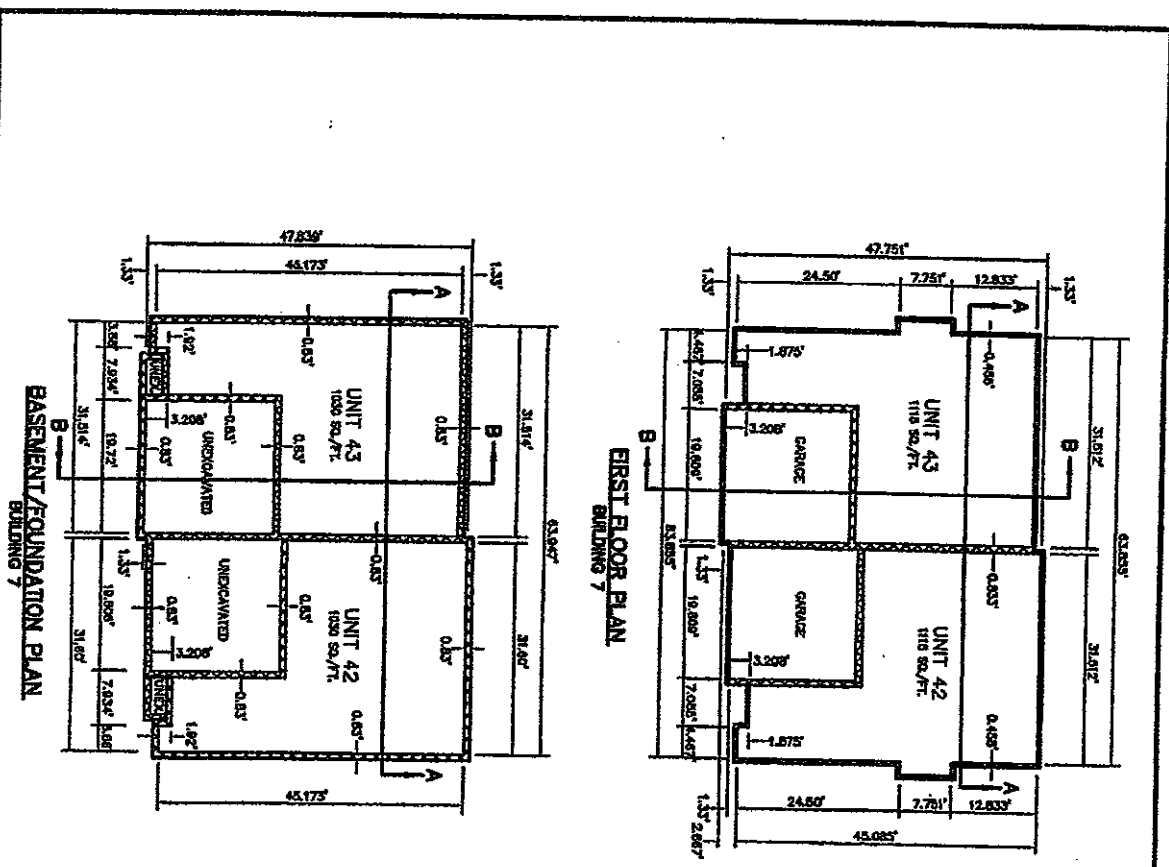


10-50-15

LEGEND

STO	STORAGE
W/L	WATER MAIN
RA	RAIN (TYP.)
SE	SEWER
VA	VALVE
CH	CHIMNEY
EX	EXIST.
○	APPROXIMATE LOCATION OF GAS, ELECTRIC, PHONE & CABLE LINES
—	EXISTING
—	PROPOSED
—	APPROXIMATE LOCATION OF GAS, ELECTRIC, PHONE & CABLE LINES
—	APPROXIMATE LOCATION OF GAS, ELECTRIC, PHONE & CABLE LINES
—	APPROXIMATE LOCATION OF GAS, ELECTRIC, PHONE & CABLE LINES

UNITS 1-14 HAVE BEEN BUILT.
 UNITS 42-62 NEED NOT BE BUILT.
 PROPOSED DATED FEBRUARY 01, 2016



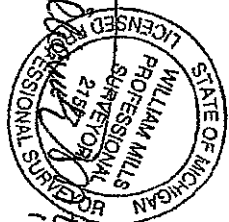
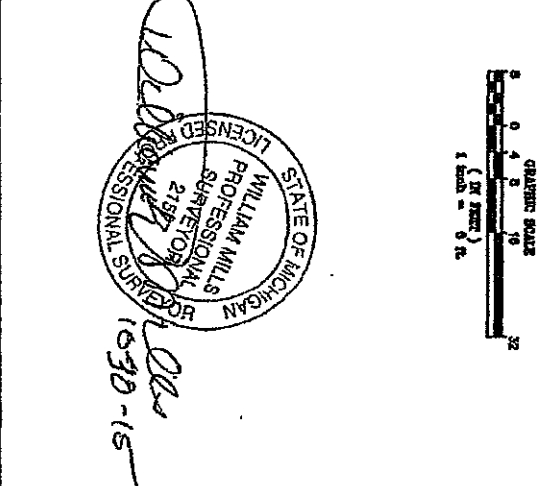
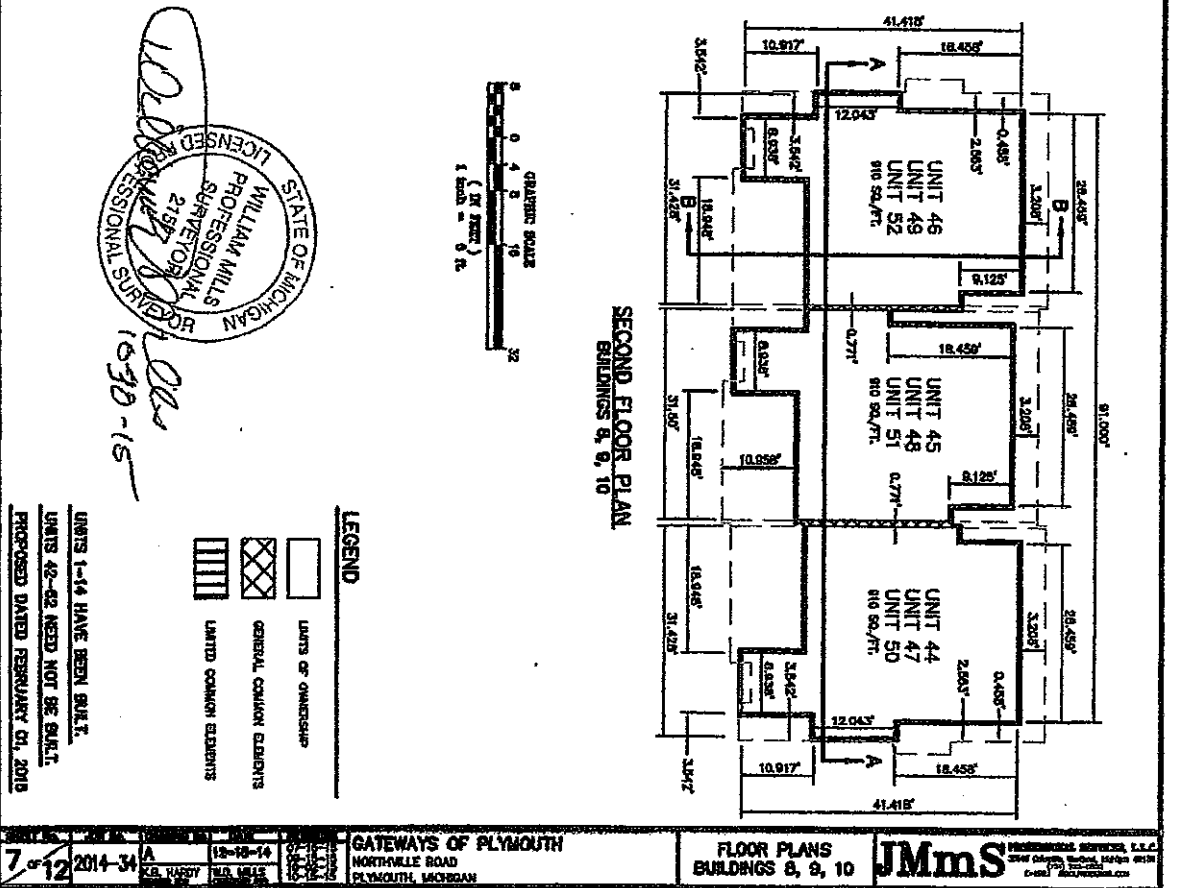
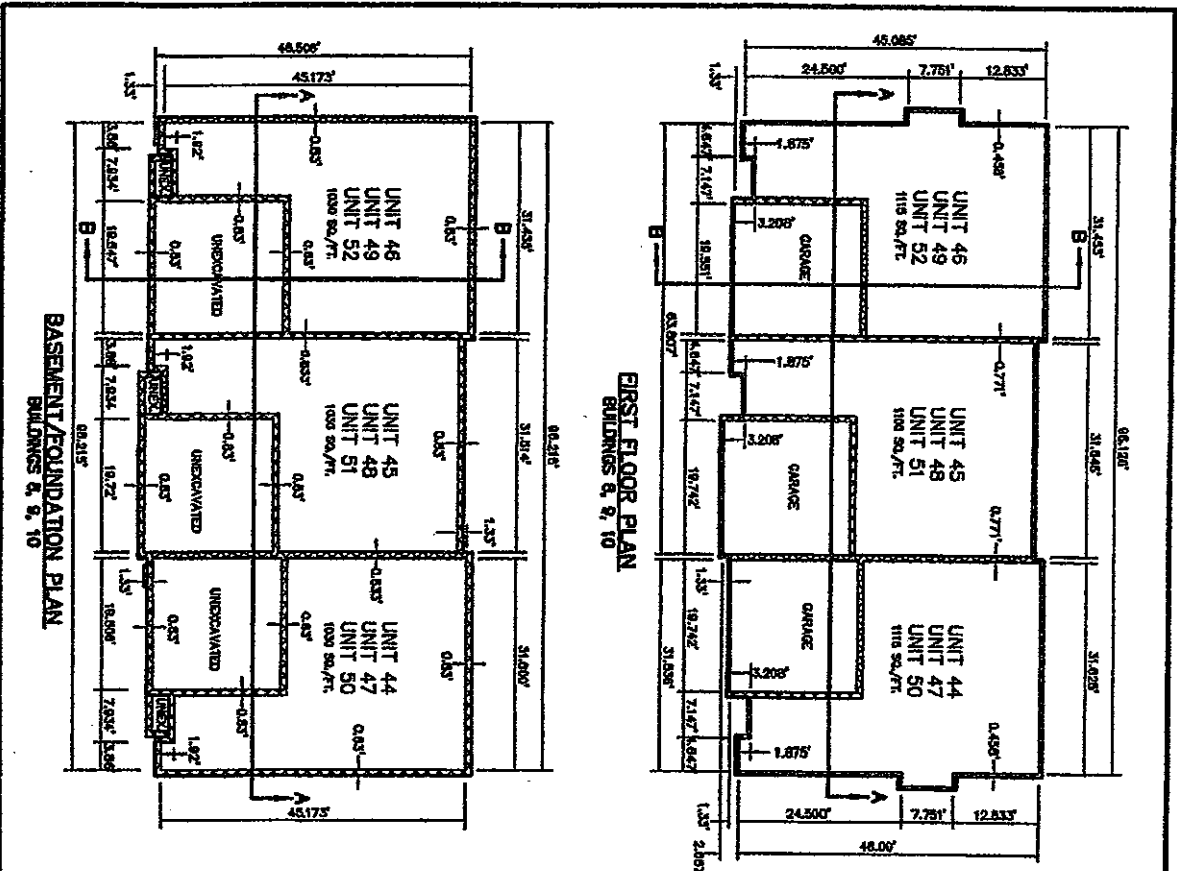
William Hills
 LICENSED PROFESSIONAL SURVEYOR
 STATE OF MICHIGAN
 WILLIAM HILLS
 PROFESSIONAL SURVEYOR
 21977
 16-30-15



LEGEND

- UNITS OF OWNERSHIP
- GENERAL COMMON ELEMENTS
- LIMITED COMMON ELEMENTS

UNITS 1-14 HAVE BEEN BUILT.
 UNITS 42-62 NEED NOT BE BUILT.
 PROPOSED DATED FEBRUARY 01, 2015

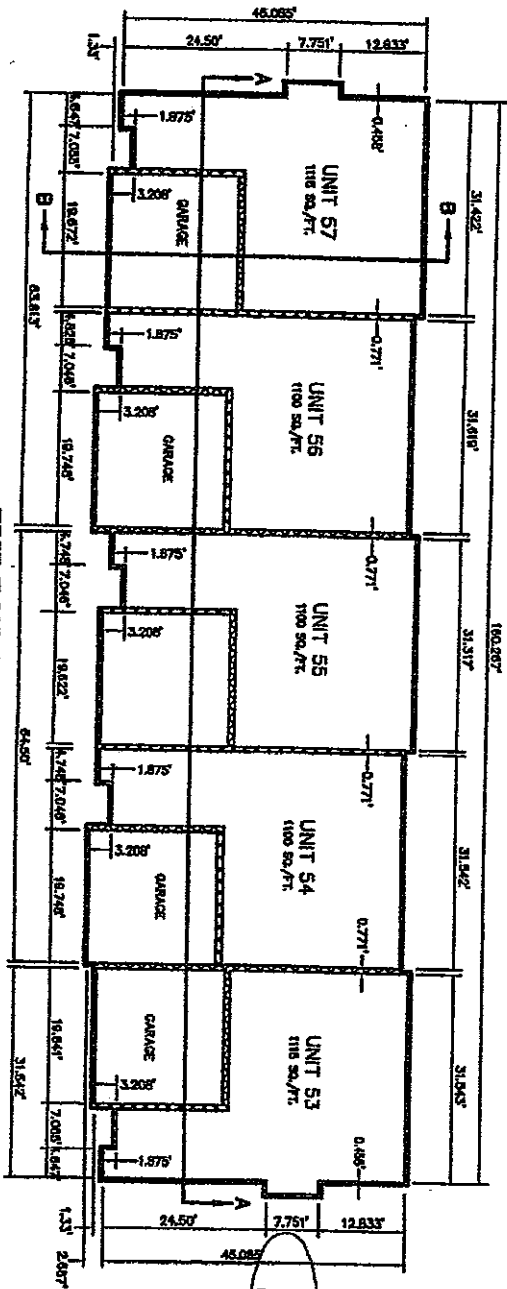


1530-15

LEGEND

- Units of Ownership
- General Common Elements
- Limited Common Elements

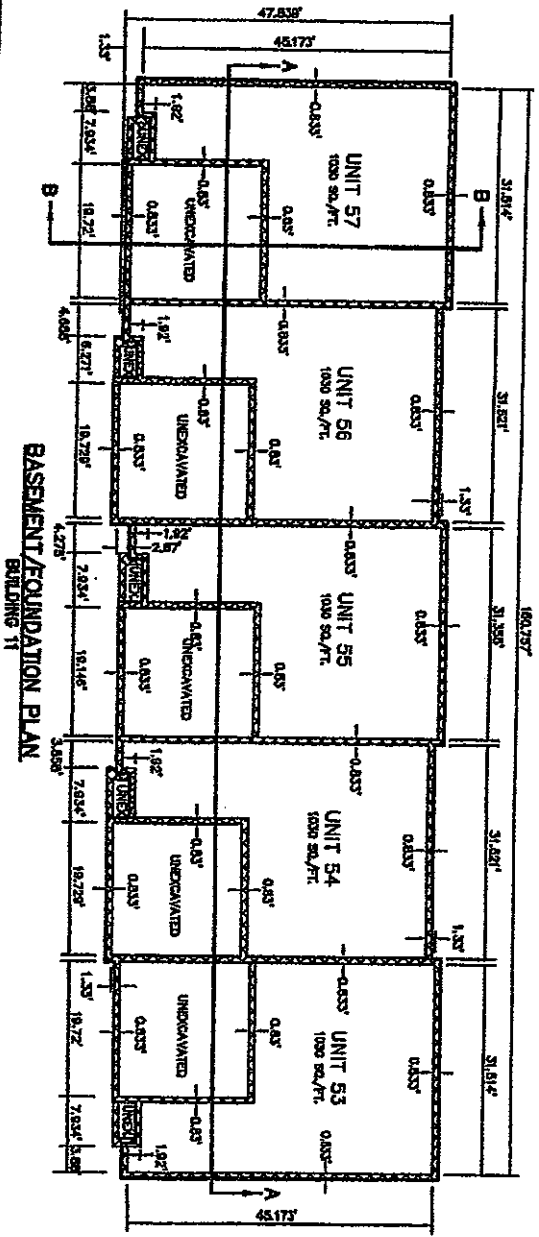
UNITS 1-14 HAVE BEEN BUILT.
UNITS 42-43 NEED NOT BE BUILT.
PROPOSED DATED FEBRUARY 01, 2018



FIRST FLOOR PLAN
BUILDING 11

STATE OF MICHIGAN
WILLIAM MILLS
PROFESSIONAL SURVEYOR
LICENSED PROFESSIONAL SURVEYOR
24577
Mills
10-20-15

NOTE
SEE SHEET 10 FOR
SECOND FLOOR PLANS



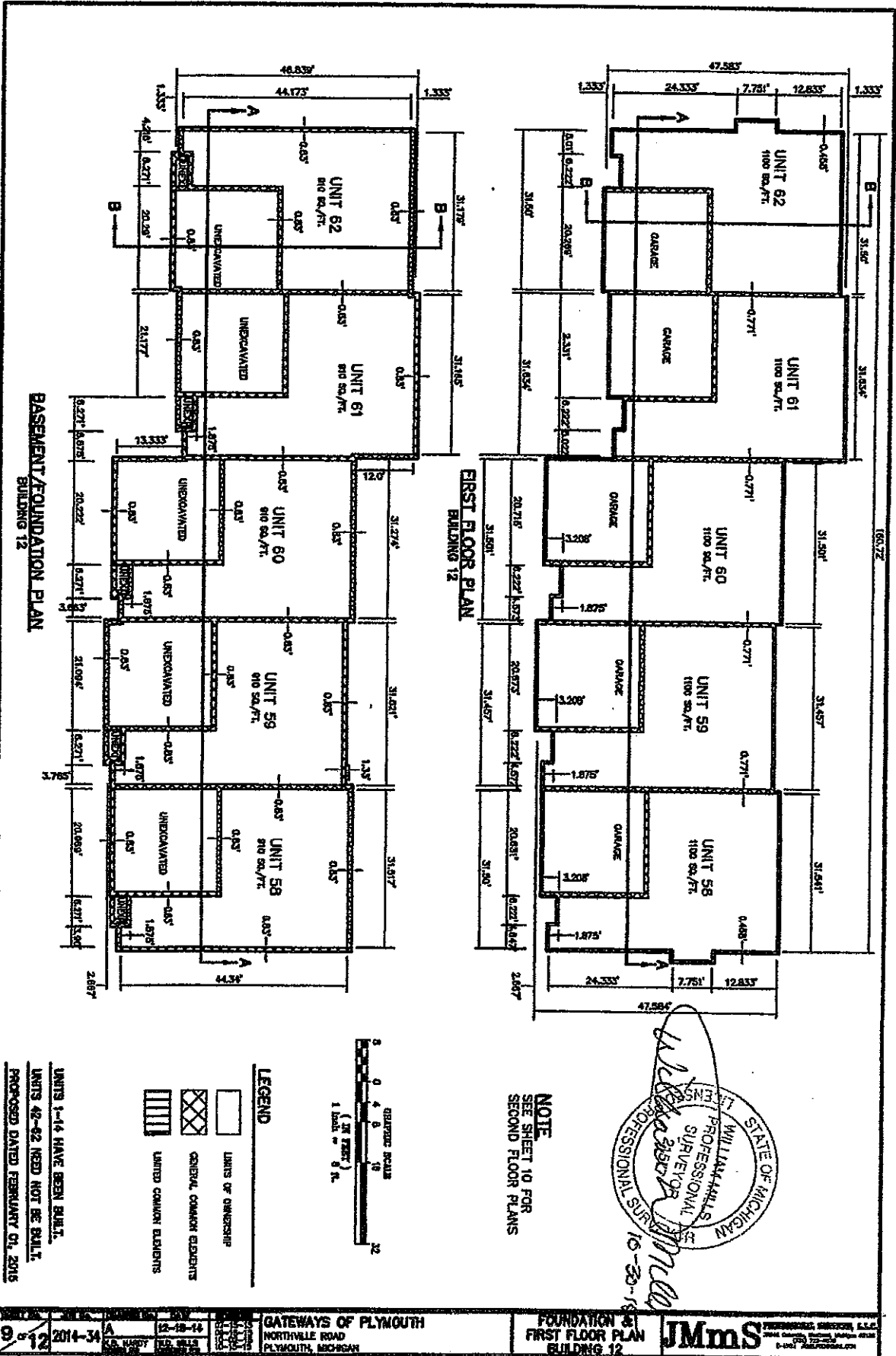
BASEMENT/FOUNDATION PLAN
BUILDING 11



LEGEND

- UNITS OF OWNERSHIP
- GENERAL COMMON ELEMENTS
- LIMITED COMMON ELEMENTS

UNITS 1-14 HAVE BEEN BUILT.
UNITS 42-62 NEED NOT BE BUILT.
PROPOSED DATED FEBRUARY 01, 2015



BASEMENT FOUNDATION PLAN
BUILDING 12

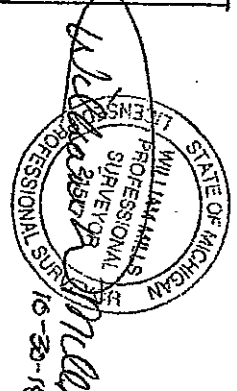
FIRST FLOOR PLAN
BUILDING 12

LEGEND

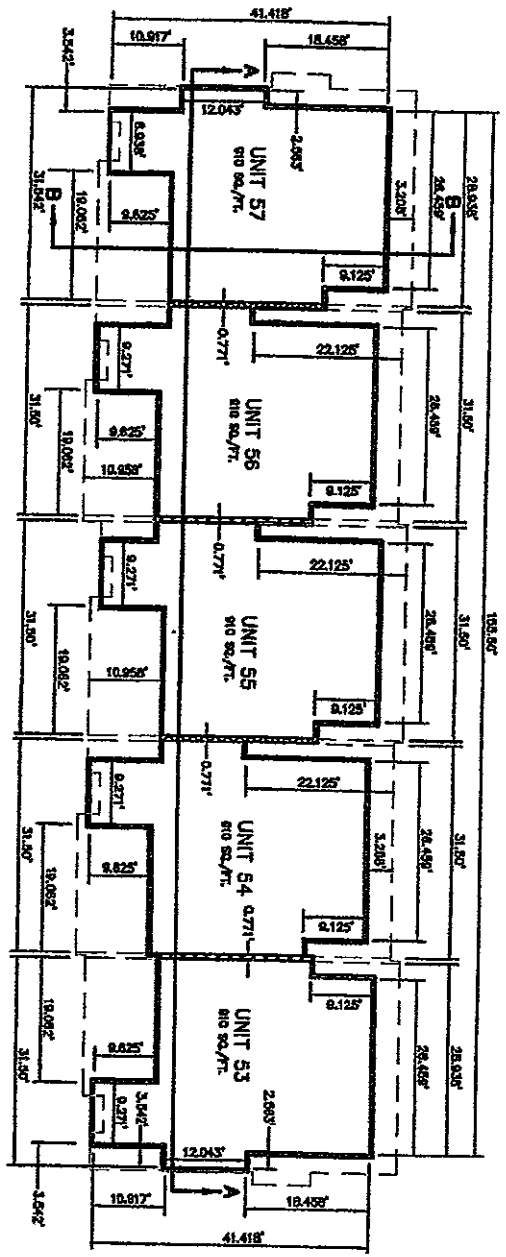
- UNITS OF OWNERSHIP
- GENERAL COMMON ELEMENTS
- UNITED COMMON ELEMENTS



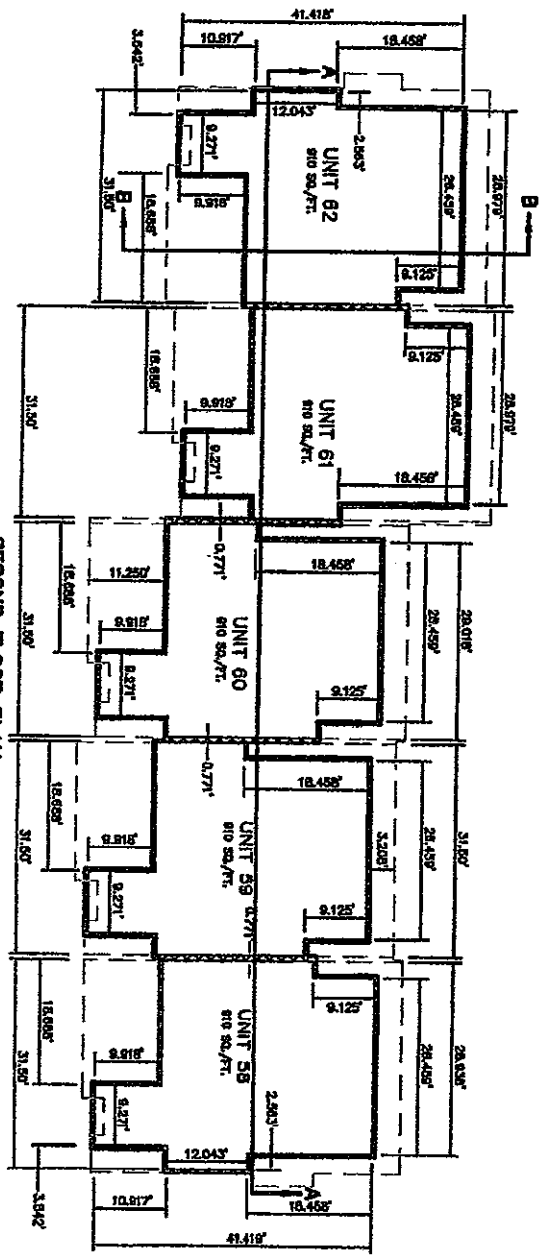
NOTE
SEE SHEET 10 FOR
SECOND FLOOR PLANS



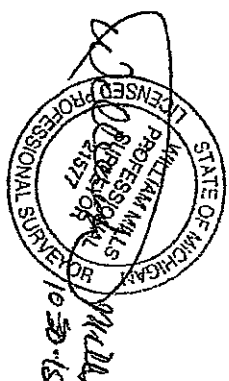
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PROPOSED DATED FEBRUARY 01, 2016



SECOND FLOOR PLAN
BUILDING 11



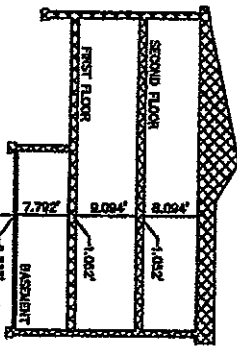
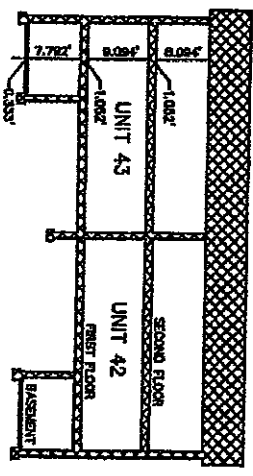
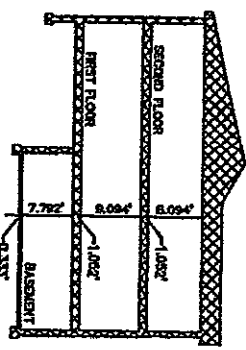
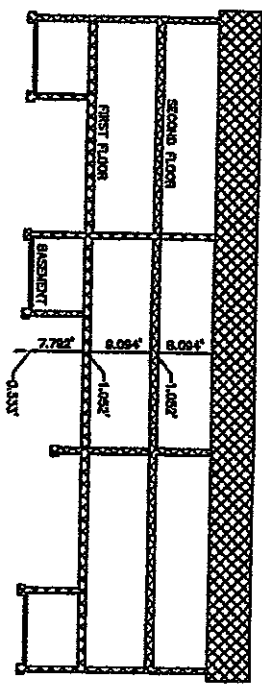
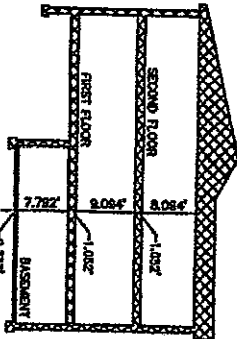
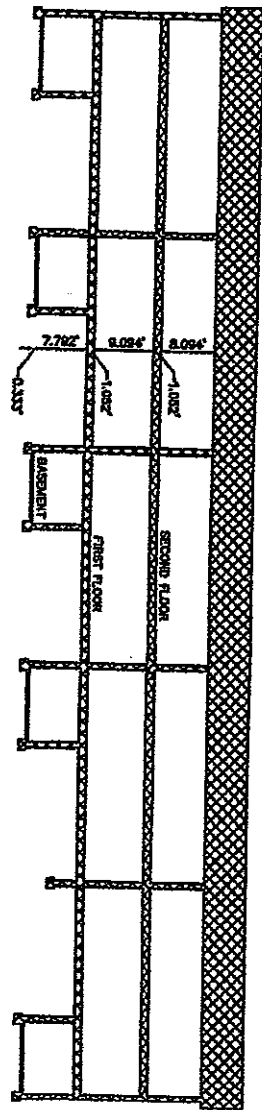
SECOND FLOOR PLAN
BUILDING 12



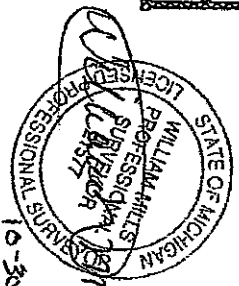
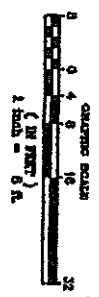
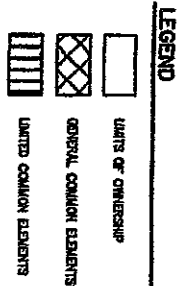
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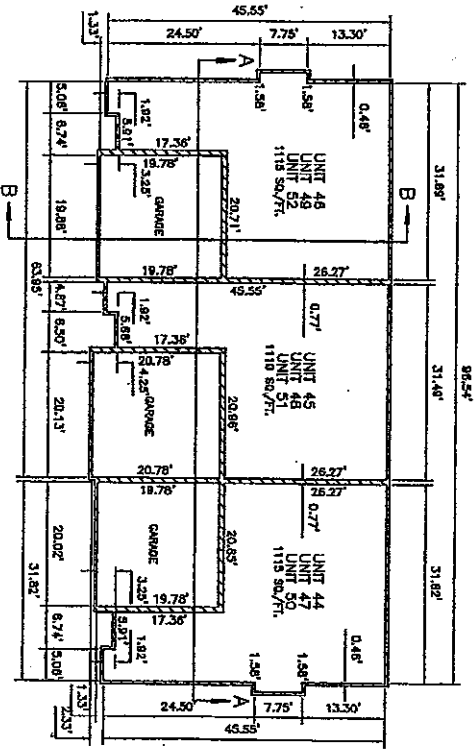
-  UNITS OF CONVEYOR
-  GENERAL COMMON ELEMENTS
-  LIMITED COMMON ELEMENTS

UNITS 1-14 HAVE BEEN BUILT.
UNITS 42-62 NEED NOT BE BUILT.
PROPOSED DATED FEBRUARY 01, 2015

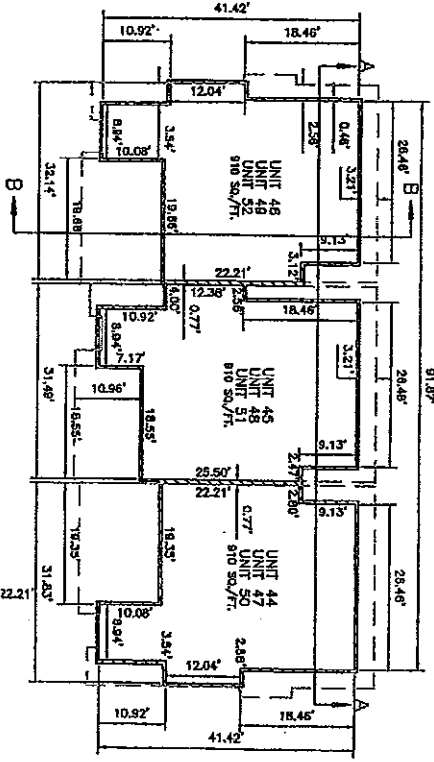


UNITS 1-14 HAVE BEEN BUILT.
 UNITS 42-43 NEED NOT BE BUILT.
 PROPOSED DATED FEBRUARY 01, 2015

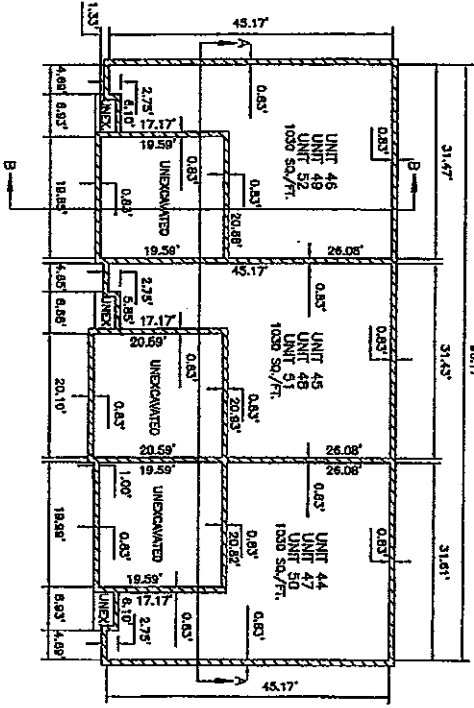




FIRST FLOOR PLAN
BUILDINGS 8, 9, 10



SECOND FLOOR PLAN
BUILDINGS 8, 9, 10



BASEMENT/FOUNDATION PLAN
BUILDINGS 8, 9, 10



UNITS 1-14 MUST BE BUILT
UNITS 42-62 NEED NOT BE BUILT



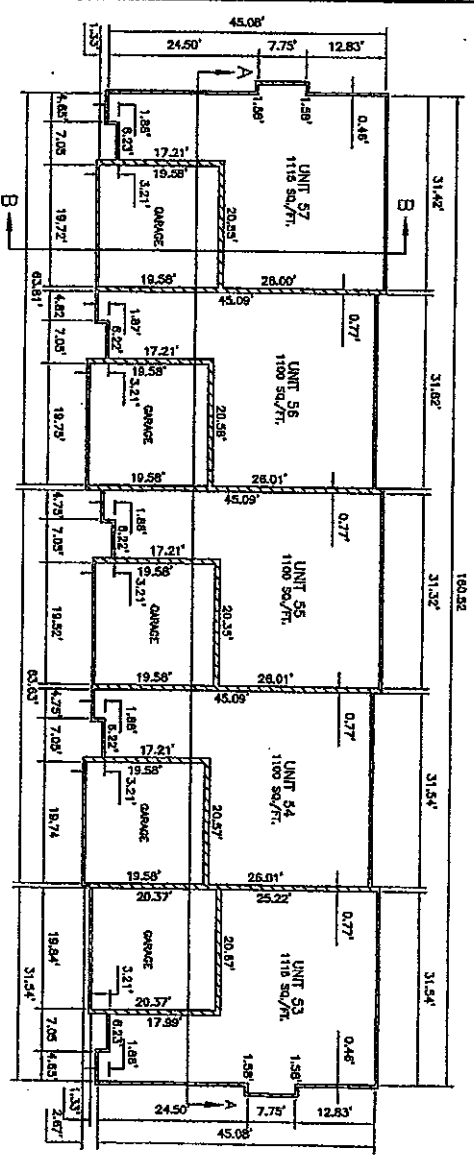
DATE: 10/08/17
PROPOSED DATE: 10/08/17
FILE NO.: 286 OF 12
DRAWN BY: G.L.A.
CHECKED BY: G.L.A.

GLA
SANDERS & ASSOCIATES
ARCHITECTS
8466 NORRIS TERRACE
PATENTON, NJ 08170
(734) 418-9850
(734) 418-9857 FAX
WWW.GLASANDERS.COM

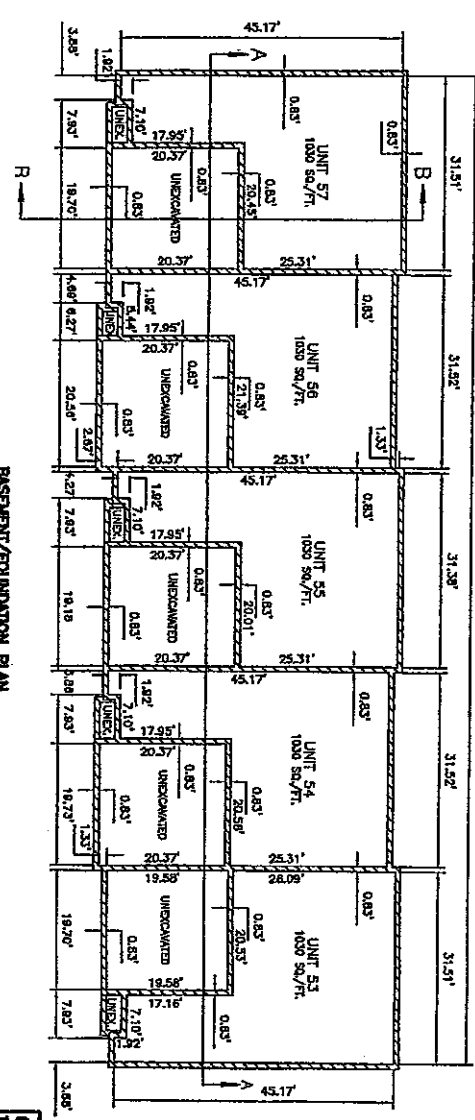
LEGEND

[Symbol]	UNIT LIMITS
[Symbol]	GENERAL COMMON
[Symbol]	ELEMENT
[Symbol]	LIMITED COMMON
[Symbol]	ELEMENT

NOTES:
ALL AREAS WITHIN ALL WALLS
DIMENSIONS AND FOOTINGS ARE LIMITED
COMMON.



FIRST FLOOR PLAN
BUILDING 11



BASEMENT/FOUNDATION PLAN
BUILDING 11

UNITS 1-14 MUST BE BUILT
UNITS 42-62 NEED NOT BE BUILT

NOTES:
ALL AREAS WITHIN THE WALLS
BEINGS AND PARTIES ARE LIMITED
COLUMNS.

NOTE:
SEE SHEET 10 FOR
SECOND FLOOR PLANS

LEGEND

[Symbol: Dashed line]	UNIT LIMITS OF OWNERSHIP
[Symbol: Diagonal lines /]	GENERAL COMMON ELEMENT
[Symbol: Diagonal lines \]	LIMITED COMMON ELEMENT



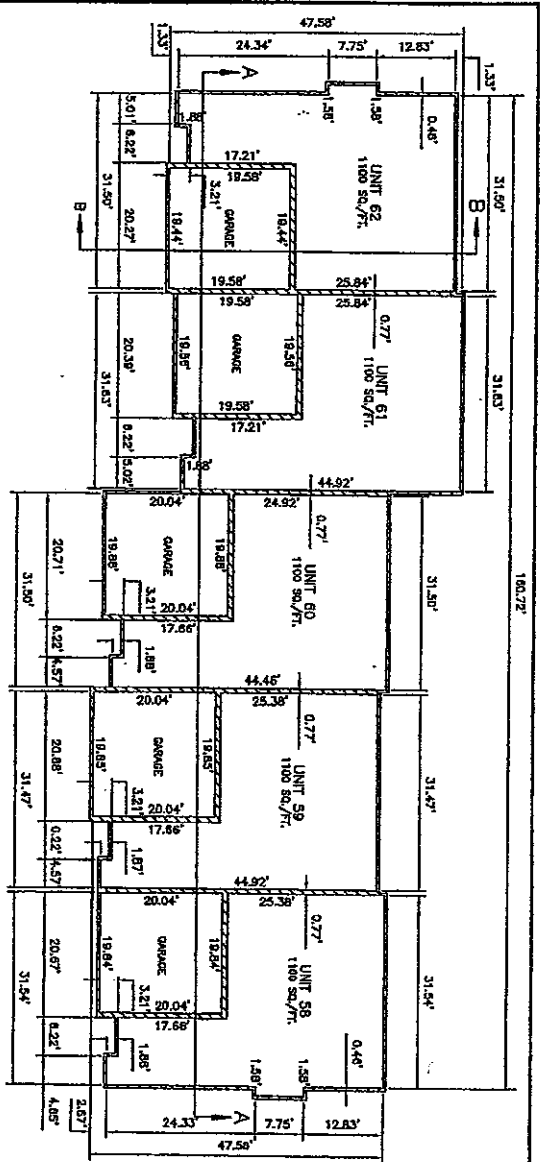
Greg L. Ash
GREG L. ASH, PLS. #28400
DATE 10/06/17

**GATEWAYS OF PLYMOUTH
FOUNDATION & FLOOR PLAN BUILDING 11**

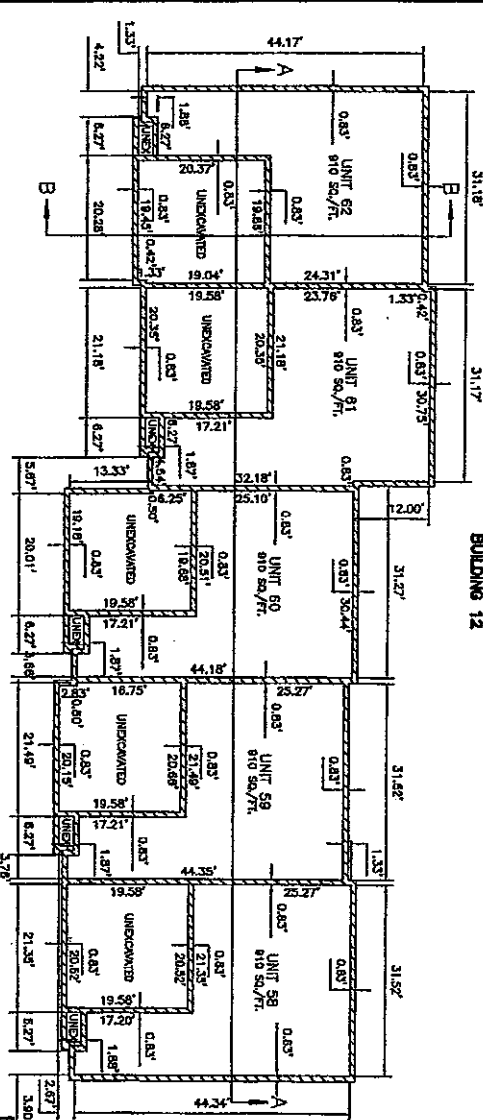
PROPOSED DATE: 10/06/17
FILE NO.: 3282 OF 12
DRAWN BY: G.L.A.
CHECKED BY: G.L.A.

GLA
ENGINEERS & ARCHITECTS

8405 NORRIS TERRITORIAL RD.
PLYMOUTH, MI 48170
(734) 416-8660
(734) 416-8607 FAX
WWW.GLAENGINEERS.COM



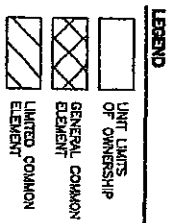
FIRST FLOOR PLAN
BUILDING 12



BASEMENT/FOUNDATION PLAN
BUILDING 12

UNITS 1-16 MUST BE BUILT
UNITS 42-62 NEED NOT BE BUILT

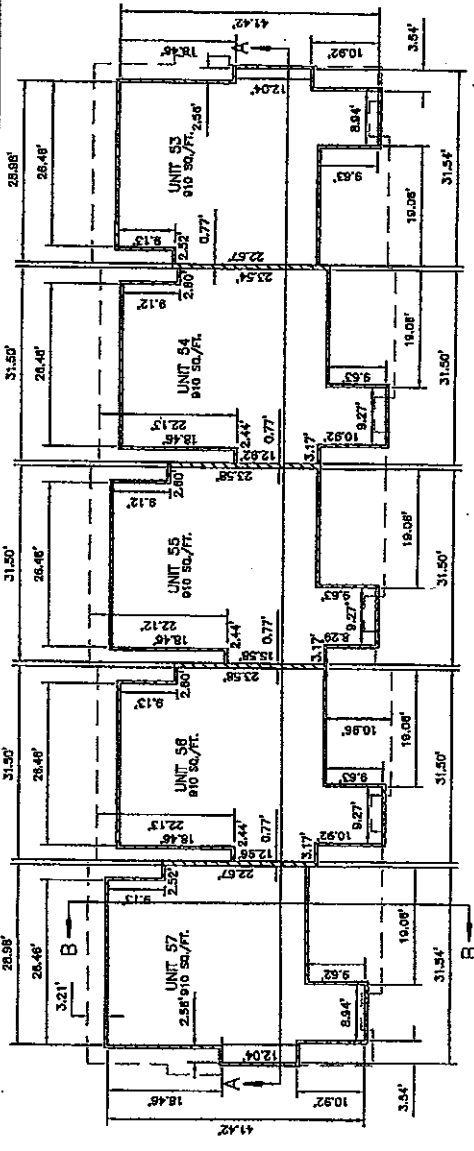
NOTES:
ALL AREAS WITHIN ALL WALLS
CEILING AND PARTERS ARE UNITED
COMMONS.
NOTE:
SEE SHEET 10 FOR
SECOND FLOOR PLANS



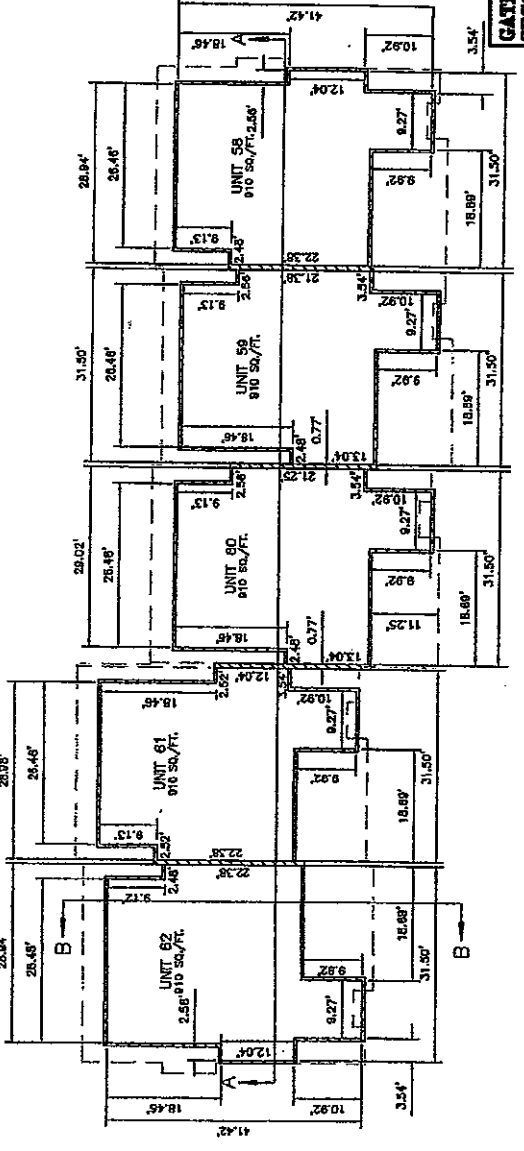
Greg L. Ash
GREG L. ASH, P.L.S. #28400
DATE 10/06/17

**GATEWAYS OF PYMYOTHE
FOUNDATION & FLOOR PLAN BUILDING 12**

PROPOSED DATE 10/06/17
SHEET NO. 8 OF 12
DRAWN BY G.L.A.
CHECKED BY G.L.A.
GLA
GATEWAYS OF PYMYOTHE & ASSOCIATES
2445 NORTH TERRITORIAL RD.
PYMYOTHE, MI 48170
(248) 418-4800 FAX
www.gatewaysofpymyothemichigan.com



SECOND FLOOR PLAN
BUILDING 11



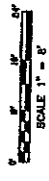
SECOND FLOOR PLAN
BUILDING 12

NOTES:

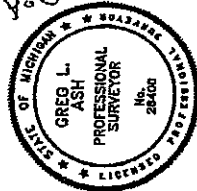
ALL AREAS WITHIN ALL WALLS,
CEILING AND RAFTERS ARE LIMITED
COMMONS.

LEGEND

- UNIT LIMITS OF OWNERSHIP
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT



Greg L. Ash
GREG L. ASH, P.L.S. #28400
DATE 10/06/17

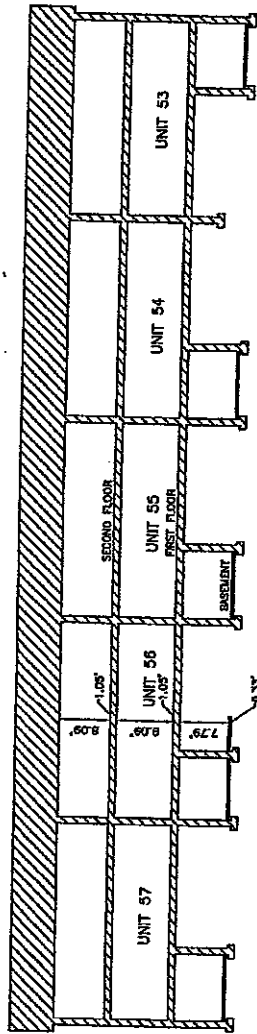


GATEWAYS OF PLYMOUTH
SECOND FLOOR PLANS BUILDINGS 11 & 12

PROPOSED DATE 10/06/17
DRAWN BY G.L.A.
CHECKED BY G.L.A.

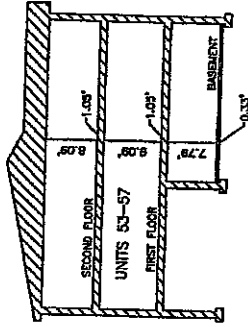
UNITS 1-14 MUST BE BUILT
UNITS 42-82 NEED NOT BE BUILT

GLA
8488 NORTH FARMERSBURG RD.
PLYMOUTH, MI 48170
(734) 418-9650
www.gla.com

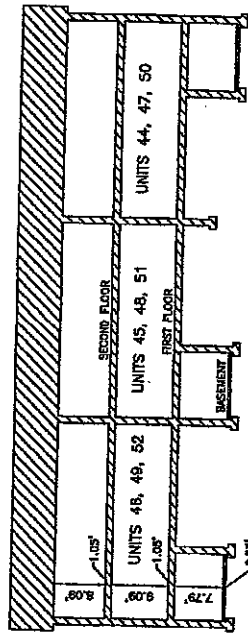


LONGITUDINAL SECTION A-A

BUILDING 11

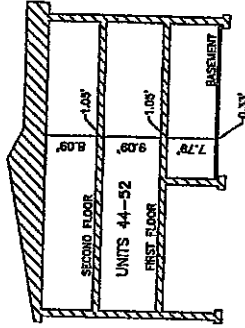


LONGITUDINAL SECTION B-B

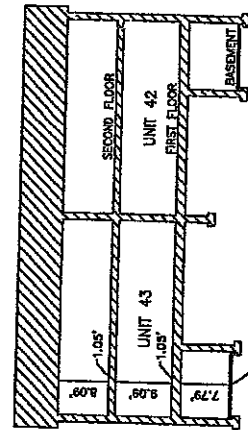


LONGITUDINAL SECTION A-A

BUILDINGS 8, 9, 10

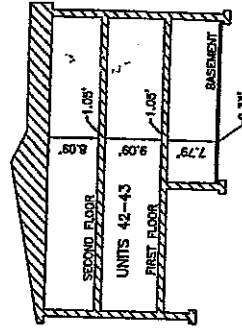


LONGITUDINAL SECTION B-B



LONGITUDINAL SECTION A-A

BUILDING 7



LONGITUDINAL SECTION B-B

NOTES:

ALL AREAS WITHIN ALL WALLS, CEILING AND FLOORS ARE UNITS COMMONS.

LEGEND:

- UNIT, UNITS OF OWNERSHIP
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

PROPOSED DATE: 10/09/17
 FILE NO.: 2001
 SHEET NO.: 11 OF 12
 DRAWN BY: G.L.B.
 CHECKED BY: G.L.A.
 www.glasurveyor.com

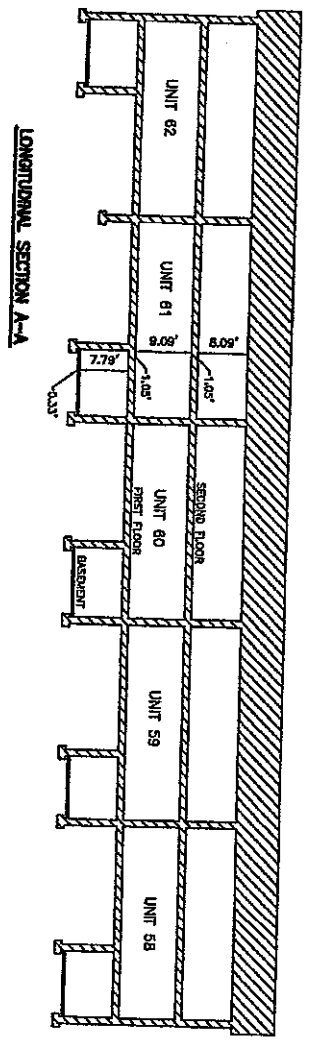


UNITS 1-14 MUST BE BUILT.
 UNITS 42-52 NEED NOT BE BUILT.

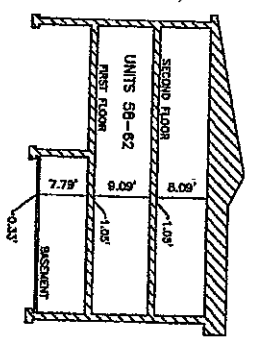
GATEWAYS OF PLYMOUTH
CROSS SECTIONS BUILDINGS 7, 8, 9, 10, 11

8408 WENTWORTH RD.
 PLYMOUTH, MI 48170
 (734) 418-6800
 (734) 418-6800 FAX
 www.glasurveyor.com

GLA
ENGINEERS



LONGITUDINAL SECTION A-A



LONGITUDINAL SECTION B-B

UNIT No.	1st FLOOR SQ./FT.	2nd FLOOR SQ./FT.	1st FLOOR ELEV.	2nd FLOOR ELEV.	TOTAL SQ. FT.
1	1174	845	742.00	757.00	1919
2	894	741	742.00	757.00	1635
3	1174	845	742.00	757.00	1919
4	894	741	742.00	757.00	1635
5	1174	845	742.00	757.00	1919
6	894	741	742.00	757.00	1635
7	1174	845	742.00	757.00	1919
8	894	741	742.00	757.00	1635
9	1174	845	742.00	757.00	1919
10	N/A	N/A	748.50	758.40	1506.90
11	N/A	N/A	748.50	758.40	1506.90
12	N/A	N/A	748.50	758.40	1506.90
13	N/A	N/A	748.50	758.40	1506.90
14	N/A	N/A	748.50	758.40	1506.90

U.S.G.S. DATA

NOTE: THE SQUARE FOOTAGE OF THE UNITS 1 THRU 14 ARE SHOWN HEREON AS PREPARED BY THE ARCHITECT AND THE SQUARE FOOTAGE OF THE UNITS 15 THRU 18 ARE SHOWN HEREON AS PREPARED BY THE ARCHITECT. THE SQUARE FOOTAGE OF THE UNITS 19 THRU 22 ARE SHOWN HEREON AS PREPARED BY THE ARCHITECT. THE SQUARE FOOTAGE OF THE UNITS 23 THRU 26 ARE SHOWN HEREON AS PREPARED BY THE ARCHITECT. THE SQUARE FOOTAGE OF THE UNITS 27 THRU 30 ARE SHOWN HEREON AS PREPARED BY THE ARCHITECT. THE SQUARE FOOTAGE OF THE UNITS 31 THRU 34 ARE SHOWN HEREON AS PREPARED BY THE ARCHITECT. THE SQUARE FOOTAGE OF THE UNITS 35 THRU 38 ARE SHOWN HEREON AS PREPARED BY THE ARCHITECT. THE SQUARE FOOTAGE OF THE UNITS 39 THRU 42 ARE SHOWN HEREON AS PREPARED BY THE ARCHITECT. THE SQUARE FOOTAGE OF THE UNITS 43 THRU 46 ARE SHOWN HEREON AS PREPARED BY THE ARCHITECT. THE SQUARE FOOTAGE OF THE UNITS 47 THRU 50 ARE SHOWN HEREON AS PREPARED BY THE ARCHITECT. THE SQUARE FOOTAGE OF THE UNITS 51 THRU 54 ARE SHOWN HEREON AS PREPARED BY THE ARCHITECT. THE SQUARE FOOTAGE OF THE UNITS 55 THRU 58 ARE SHOWN HEREON AS PREPARED BY THE ARCHITECT. THE SQUARE FOOTAGE OF THE UNITS 59 THRU 62 ARE SHOWN HEREON AS PREPARED BY THE ARCHITECT.

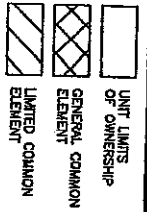
UNIT No.	1st FLOOR SQ./FT.	2nd FLOOR SQ./FT.	1st FLOOR ELEV.	2nd FLOOR ELEV.	TOTAL SQ. FT.
23	1100	810	748.00	759.05	1910
24	1115	810	748.00	759.05	1925
25	1100	810	748.00	759.05	1910
26	1115	810	748.00	759.05	1925
27	1100	810	748.00	759.05	1910
28	1115	810	748.00	759.05	1925
29	1100	810	748.00	759.05	1910
30	1115	810	748.00	759.05	1925
31	1100	810	748.00	759.05	1910
32	1115	810	748.00	759.05	1925
33	1100	810	748.00	759.05	1910
34	1115	810	748.00	759.05	1925
35	1100	810	748.00	759.05	1910
36	1115	810	748.00	759.05	1925
37	1100	810	748.00	759.05	1910
38	1115	810	748.00	759.05	1925
39	1100	810	748.00	759.05	1910
40	1115	810	748.00	759.05	1925
41	1100	810	748.00	759.05	1910
42	1115	810	748.00	759.05	1925

U.S.G.S. DATA

NOTE: THE SQUARE FOOTAGE OF THE UNITS 43 THRU 62 ARE SHOWN HEREON AS PREPARED BY THE ARCHITECT. THE SQUARE FOOTAGE OF THE UNITS 63 THRU 82 ARE SHOWN HEREON AS PREPARED BY THE ARCHITECT. THE SQUARE FOOTAGE OF THE UNITS 83 THRU 102 ARE SHOWN HEREON AS PREPARED BY THE ARCHITECT. THE SQUARE FOOTAGE OF THE UNITS 103 THRU 122 ARE SHOWN HEREON AS PREPARED BY THE ARCHITECT. THE SQUARE FOOTAGE OF THE UNITS 123 THRU 142 ARE SHOWN HEREON AS PREPARED BY THE ARCHITECT. THE SQUARE FOOTAGE OF THE UNITS 143 THRU 162 ARE SHOWN HEREON AS PREPARED BY THE ARCHITECT. THE SQUARE FOOTAGE OF THE UNITS 163 THRU 182 ARE SHOWN HEREON AS PREPARED BY THE ARCHITECT. THE SQUARE FOOTAGE OF THE UNITS 183 THRU 202 ARE SHOWN HEREON AS PREPARED BY THE ARCHITECT. THE SQUARE FOOTAGE OF THE UNITS 203 THRU 222 ARE SHOWN HEREON AS PREPARED BY THE ARCHITECT. THE SQUARE FOOTAGE OF THE UNITS 223 THRU 242 ARE SHOWN HEREON AS PREPARED BY THE ARCHITECT. THE SQUARE FOOTAGE OF THE UNITS 243 THRU 262 ARE SHOWN HEREON AS PREPARED BY THE ARCHITECT. THE SQUARE FOOTAGE OF THE UNITS 263 THRU 282 ARE SHOWN HEREON AS PREPARED BY THE ARCHITECT. THE SQUARE FOOTAGE OF THE UNITS 283 THRU 302 ARE SHOWN HEREON AS PREPARED BY THE ARCHITECT. THE SQUARE FOOTAGE OF THE UNITS 303 THRU 322 ARE SHOWN HEREON AS PREPARED BY THE ARCHITECT. THE SQUARE FOOTAGE OF THE UNITS 323 THRU 342 ARE SHOWN HEREON AS PREPARED BY THE ARCHITECT. THE SQUARE FOOTAGE OF THE UNITS 343 THRU 362 ARE SHOWN HEREON AS PREPARED BY THE ARCHITECT. THE SQUARE FOOTAGE OF THE UNITS 363 THRU 382 ARE SHOWN HEREON AS PREPARED BY THE ARCHITECT. THE SQUARE FOOTAGE OF THE UNITS 383 THRU 402 ARE SHOWN HEREON AS PREPARED BY THE ARCHITECT. THE SQUARE FOOTAGE OF THE UNITS 403 THRU 422 ARE SHOWN HEREON AS PREPARED BY THE ARCHITECT. THE SQUARE FOOTAGE OF THE UNITS 423 THRU 442 ARE SHOWN HEREON AS PREPARED BY THE ARCHITECT. THE SQUARE FOOTAGE OF THE UNITS 443 THRU 462 ARE SHOWN HEREON AS PREPARED BY THE ARCHITECT. THE SQUARE FOOTAGE OF THE UNITS 463 THRU 482 ARE SHOWN HEREON AS PREPARED BY THE ARCHITECT. THE SQUARE FOOTAGE OF THE UNITS 483 THRU 502 ARE SHOWN HEREON AS PREPARED BY THE ARCHITECT. THE SQUARE FOOTAGE OF THE UNITS 503 THRU 522 ARE SHOWN HEREON AS PREPARED BY THE ARCHITECT. THE SQUARE FOOTAGE OF THE UNITS 523 THRU 542 ARE SHOWN HEREON AS PREPARED BY THE ARCHITECT. THE SQUARE FOOTAGE OF THE UNITS 543 THRU 562 ARE SHOWN HEREON AS PREPARED BY THE ARCHITECT. THE SQUARE FOOTAGE OF THE UNITS 563 THRU 582 ARE SHOWN HEREON AS PREPARED BY THE ARCHITECT. THE SQUARE FOOTAGE OF THE UNITS 583 THRU 602 ARE SHOWN HEREON AS PREPARED BY THE ARCHITECT. THE SQUARE FOOTAGE OF THE UNITS 603 THRU 622 ARE SHOWN HEREON AS PREPARED BY THE ARCHITECT.

NOTES:
ALL AREAS WITHIN ALL WALLS, COLUNNS AND PARTERS ARE LIMITED COMMONS.

LEGEND:
UNIT LIMITS OF OWNERSHIP
GENERAL COMMON ELEMENT
LIMITED COMMON ELEMENT



Scale 1" = 6'
DATE 10/06/17
CREG L. ASH, P.L.S. #28400

UNITS 1-14 MUST BE BUILT.
UNITS 42-62 NEED NOT BE BUILT.



GATEWAYS OF PLYMOUTH
GROSS SECTIONS BUILDING 12

PROPOSED DATE: 10/06/17
FILE NO.: 222
SHEET NO.: 12 OF 12
DRAWN BY: S.L.A.
CHECKED BY: S.L.A.

GLAVERS
6455 KOSTER TERRACE, 2ND FLOOR
PLYMOUTH, MI 48170
(734) 418-9880
(734) 418-9887 FAX
WWW.GLAVERS.COM

**GATEWAYS OF PLYMOUTH ASSOCIATION
ARTICLES OF INCORPORATION**

Tran Info:1 10104877-1 01/11/05
Chk#: 7703 Amt: \$20.00
ID: CONLIN MCKENNEY PHILBRICK

Mr. Karl R. Frankena
Conlin, McKenney & Philbrick, P.C.
350 S. Main Street, Suite 400
Ann Arbor, Michigan 48104-2131

FILED
JAN 21 2005
ADMINISTRATOR
BUREAU OF COMMERCIAL SERVICES

NON-PROFIT

ARTICLES OF INCORPORATION

CID #: 791 - 287

These Articles of Incorporation are signed by the incorporator for the purpose of forming a non-profit corporation, hereinafter referred to as Association, under the provisions of Act No. 162 of the Public Acts of 1982, as amended, as follows:

ARTICLE I

The name of the corporation is Gateways of Plymouth Association.

ARTICLE II

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

1. To manage and administer the affairs of and to maintain Gateways of Plymouth, a condominium (hereinafter called the "Condominium").
2. To levy, collect and disburse assessments against and from the members of the Association and to use the proceeds thereof for the purposes of the Association, to enforce assessments through liens and foreclosure proceedings when appropriate and to impose late charges for nonpayment of said assessments.
3. To carry insurance and collect and allocate the proceeds.
4. To rebuild improvements to the common elements after casualty.

JR

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

6. To own, maintain and improve and to buy, sell, convey, assign, mortgage, or lease any real or personal property (including any unit in the Condominium, easements, rights-of-way, and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.

7. To borrow money and issue evidences of indebtedness in furtherance of any and all of Association business purposes, 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 the affirmative vote of sixty percent (60%) of all of the members of the Association in number and in value.

8. To contract for cable television or other equivalent telecommunication services to the Condominium that shall be available for all co-owners and the expenses for which may be assessed equally to all co-owners as part of their individual monthly assessments.

9. To make reasonable rules and regulations governing the use and enjoyment of units and of the Condominium by co-owners and their tenants, guests, employees, invitees, families and pets and to enforce such rules and regulations by all legal methods, including, without limitation, imposing fines and late payment charges, or instituting eviction or legal proceedings.

10. To enforce the provisions of the Condominium documents.

11. To make rules and regulations and/or to enter into agreements with institutional lenders, the purposes of which are to enable obtaining mortgage loans by unit co-owners which are acceptable for purchase by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration, the Department of Housing and Urban Development, and any other agency of the Federal government or the State of Michigan, or by any other institutional participant in the secondary mortgage market which purchases or insures mortgages.

12. To levy, collect and disburse fines against and from the members of the Association after notice and hearing thereon and to use the proceeds thereof for the purposes of the Association.

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

14. To assert, defend or settle claims on behalf of all co-owners in connection with the common elements of the Condominium. The Board shall

provide at least a ten (10) day written notice to all co-owners on actions proposed by the Board with regard thereto.

15. To do anything required of or permitted to it as administrator of the Condominium by the Condominium Master Deed or By-Laws or by the Michigan Condominium Act, as amended.

ARTICLE III

Said Association is organized upon a non-stock membership basis.

The amount of assets which said Association possesses is:

Real Property	None
Personal Property	None

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

Assessment of Members

ARTICLE IV

Location of the first registered office is: 40400 E. Ann Arbor Road, Plymouth, Michigan 48170.

Post office address of the first registered office is: 40400 E. Ann Arbor Road, Plymouth, Michigan 48170.

The name of the first resident agent is: Benito Scappaticci

ARTICLE V

The name and place of business of the incorporator are as follows:

Karl R. Frankena
350 S. Main Street, Suite 400
Ann Arbor, Michigan 48104-2131

ARTICLE VI

Any action required or permitted to be taken at an annual or special meeting of members may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by members having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all members entitled to vote therein were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to members who have not consented in writing.

ARTICLE VII

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

1. Each co-owner (including the Developer) of a unit in the Condominium shall be a member of the Association, and no other person or entity shall be entitled to membership.

2. Membership in the Association shall be established by acquisition of fee simple title to a unit in the Condominium, or purchase of a unit on a land contract, and by recording with the Register of Deeds of Wayne County, Michigan, a deed or other instrument establishing a change of record title to such condominium unit and the furnishing of evidence of same satisfactory to the Association (except that the Developer of the Condominium shall become a member immediately upon establishment of the Condominium), the new co-owner thereby becoming a member of the Association, and the membership of the prior co-owner thereby being terminated.

3. The share of a member in the funds and assets of the Association cannot be assigned, pledged, encumbered, or transferred in any manner except as an appurtenance to his unit in the Condominium.

4. Voting by members shall be in accordance with the provisions of the By-Laws of the Association.

ARTICLE VIII

A volunteer director or volunteer officer shall not be personally liable to the Association or its co-owners for monetary damages for breach of the director's or officer's fiduciary duty, except where there is:

1. A breach of the director's or officer's duty of loyalty to the Association or its co-owners;

2. Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;

3. A violation of Michigan Compiled Laws Section 450.2551(1);

4. A transaction from which the director or officer derived an improper personal benefit; or

5. An act or omission that is grossly negligent.

If the Michigan Nonprofit Corporation Act is subsequently amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Association shall be eliminated or limited to the fullest extent permitted by the Michigan Nonprofit Corporation Act, as so amended.

Any repeal or modification of the foregoing provisions of this Article by the co-owners of the Association shall not adversely affect any right or protection of a director of the Association existing at the time of such repeal or modification.

ARTICLE IX

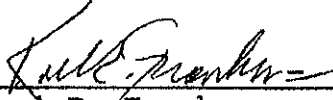
The Association assumes the liability for all acts and omissions of a volunteer director, volunteer officer or other volunteer if all of the following are met:

1. The volunteer was acting or reasonably believed that he or she was acting within the scope of his or her authority;
2. The volunteer was acting in good faith;
3. The volunteer's conduct did not amount to gross negligence or willful and wanton misconduct;
4. The volunteer's conduct was not an intentional tort; and
5. The volunteer's conduct was not a tort arising out of the ownership, maintenance or use of a motor vehicle for which tort liability may be imposed as provided in section 3135 of the Insurance Code of 1956, Act No. 218 of the Public Acts of 1956, being section 500.3135 of the Michigan Compiled Laws.

ARTICLE X

These Articles of Incorporation may be amended, altered, changed, or repealed only by the affirmative vote of not less than two-thirds (2/3) of the entire membership of the Association; provided, that in no event shall any amendment make changes in the qualification for membership or the voting rights of members without the unanimous consent of the membership.

I, the incorporator, sign my name this 10th day of January, 2005.



Karl R. Frankena

**GATEWAYS OF PLYMOUTH
ESCROW AGREEMENT**

GATEWAYS OF PLYMOUTH ESCROW AGREEMENT

Tara Gateways, LLC, a Michigan limited liability company, of 51410 Milano Drive, #115, Macomb, Michigan 48042, ("you", "your"), and Chirco Title Agency, Inc., a Michigan corporation, of 26800 Harper Ave., St. Clair Shores, Michigan 48081 ("we", "us", "our"), enter into this contract on Jan 25, 2020.

You have established or will establish a residential condominium project known as Gateways of Plymouth in the Township of Plymouth, Wayne County, Michigan, under applicable Michigan law. You intend to enter into preliminary reservation agreements and purchase agreements with persons who want to purchase condominium units in the project. These agreements will be substantially in the form of the attached exhibits A and B. These agreements require that all deposits made under them be held in escrow with an escrow agent for a specified period. Both parties are entering into this escrow agreement to establish an escrow account for your benefit and that of each purchaser who makes deposits under such an agreement. We are acting as an independent party pursuant to the provisions of this contract and of the Michigan Condominium Act, MCLA 559.101 et seq., for your benefit and that of each purchaser and not as the agent of any party.

Therefore, intending to be legally bound, both parties agree as follows:

1. **The deposit of funds.** Promptly after receipt, you will transmit to us all sums deposited with you under a reservation agreement or a purchase agreement, together with a fully signed copy of the agreement and a receipt signed by the purchaser for the condominium documents furnished to the purchaser by you, if any. No agreement may be amended in any manner that, in our opinion, would increase our liability or materially change our duties as stated in the agreement without our written consent. You will be depositing only the purchaser's initial deposit with us, to be held and delivered in accordance with the terms and conditions of this contract, said sum being deemed to relate to the purchase of the condominium unit described in the purchase agreement and/or reservation agreement. It is further understood and agreed that all other sums ("progress payments") under the purchase agreement relate to the construction of the home on the unit and that all such progress payments will be paid directly to you by the purchaser and will not be placed in escrow with us.

2. **The approval of condominium documents.** When a master deed for the project has been prepared, you will furnish us with a copy together with copies of the purchase agreement, preliminary reservation agreement, condominium bylaws, condominium subdivision plan, condominium association articles of incorporation and bylaws and any other condominium documents that we request. After we have had an opportunity to review these documents, we may continue the escrow, transfer all funds we hold under this contract to another qualified escrow agent selected by you, or return the funds to each purchaser, in complete satisfaction of our duties under this contract.

3. **The release of funds.** The sums paid to us under the terms of any reservation or purchase agreement will be held and released to you or to the purchaser only on the following conditions:

a. **Withdrawal by the purchaser.** The escrowed funds will be released to the purchaser under the following circumstances:

(1) If the purchaser withdraws from the reservation or purchase agreement before it becomes binding, we will, within three business days after receipt of notice of the withdrawal, release to the purchaser all the purchaser's deposits held under the agreement.

(2) If a purchase agreement is contingent on the purchaser obtaining a mortgage and the purchaser fails or is unable to do so, we will, on notice of withdrawal, release to the purchaser all sums held by us pursuant to the agreement.

(3) If you file a written objection to the withdrawal request of a purchaser with us,

claiming an interest in the sums held pursuant to this contract, we will hold or dispose of the funds as provided in provision 5 of this contract.

b. *Default by the purchaser.* If a purchaser's default in making any payments required by a binding purchase agreement or in fulfilling any other obligations under such an agreement continues for 10 days after written notice by you to the purchaser, we will release sums held pursuant to the purchase agreement to you in accordance with the terms of the agreement. However, if the purchaser files a written objection to the notice of default with us, claiming an interest in the sums held pursuant to this contract, we will hold or dispose of the funds as provided in provision 5 of this contract.

c. *Conveyance of title.* When you convey the title to a unit to the purchaser or sign a land contract with the purchaser in fulfillment of a purchase agreement and a certificate of occupancy is issued for the unit if required by local public ordinance, we will release to you all sums held in escrow under the agreement once we have received a certificate signed by a licensed professional engineer or architect confirming:

(1) that those portions of the phase of the project in which the purchaser's unit is located and which under the terms of the condominium documents "must be built," are substantially complete and that recreational facilities or other similar amenities and all similar common elements or improvements intended for common use, wherever located and which under the terms of the condominium documents "must be built," are substantially complete or

(2) that, if the elements or facilities referred to in provision 3(c)(1) are not substantially complete, sufficient funds to finance substantial completion of such elements or facilities are being retained in escrow or that other adequate security has been arranged as provided.

For the purpose of provision 3(c)(1), the phase of the condominium project in which the purchaser's unit is located and other facilities will be "substantially complete" when all utility mains and leads, major structural components of buildings, building exteriors, sidewalks, driveways, landscaping, and access roads that are designated in the condominium documents as "must be built" are substantially complete as evidenced by the type of certificates described in provision 4.

d. *The release of funds escrowed for completion.* When we are furnished with a certificate from a licensed professional architect or engineer evidencing substantial completion in accordance with the pertinent plans and specifications of a structure, an improvement, or a facility or an identifiable portion of an improvement for which funds or other security have been deposited in escrow, we will release to you the amount of the funds or other security specified by the issuer of the certificate as being attributable to the substantially completed items. However, if the amounts remaining in escrow after any partial release would be insufficient in the opinion of the issuer of the certificate to finance the substantial completion of the remaining incomplete items for which funds or other security have been deposited in escrow, we will release to you only the amount in escrow in excess of the estimated cost to substantially complete the remaining items. Notwithstanding any release of escrowed funds authorized or required under this contract, we may refuse to release escrowed funds if, in our judgment, we have sufficient cause to believe that the certificate confirming substantial completion or determining the amount necessary for substantial completion is fraudulent or without a factual basis.

e. *Interest earned on escrowed funds.* We have no obligation to earn interest on the sums held pursuant to this contract. However, if interest on the sums is earned, all interest will be separately accounted for by us and will be held in escrow and released when the principal deposits are released under this contract. However, all interest earned on deposits refunded to a purchaser on withdrawal from a purchase agreement will be paid to you.

f. **Other adequate security.** If you request that all the escrowed funds held under this contract or any part of them be delivered to you before you are otherwise entitled to receive the funds, we may release all such sums to you if you place with us an irrevocable letter of credit drawn in our favor in form and substance satisfactory to us and securing full repayment of the sums or place with us other security that is permitted by law and approved by us. We may present any letter of credit deposited pursuant to this provision for payment without prior notice to or consent from you.

g. **Incomplete elements or facilities.** If we are holding in escrow funds or other security for the completion of incomplete elements or facilities under MCL 559.203b(7), on the request of the Gateways of Plymouth Association or any interested co-owner, we will administer the funds or security in the following manner:

(1) On request, we will give all notices required under MCL 559.203b(7).

(2) If you, the Gateways of Plymouth Association, and any other parties asserting a claim to or an interest in the escrow deposit enter into a written agreement for our protection that is satisfactory to us, to dispose of the funds or security in escrow under MCL 559.203b(7), we will release the funds or security to the parties in accordance with the written agreement.

(3) In the absence of a written agreement as provided in provision 3(g)(2), we will be under no obligation to release any such escrowed funds or security, and we will initiate an interpleader action in any circuit court in Michigan naming you, the Gateways of Plymouth Association, and all other claimants and interested persons as parties and deposit all funds and other security in escrow under MCL 559.203b(7) with the clerk of the court in full release of our responsibilities under this contract.

4. **Proof of occurrences.** We may require reasonable proof of the occurrence of any of the events, actions, or conditions for releasing any sums held by us pursuant to this escrow agreement either to a purchaser or to you. Whenever we are required by this contract to confirm that any part of a facility, an element, a structure, or an improvement is substantially complete in accordance with the pertinent plans and specifications, we may base the confirmation entirely on the certificate of a licensed professional architect or engineer. Likewise, all estimates and determinations of the cost to substantially complete any incomplete elements, facilities, structures, and improvements for which escrowed funds are being specifically maintained under provision 3(d) will be entirely made by a licensed professional engineer or architect, and the determination of all amounts to be retained or maintained in the escrow account for the completion of any such elements, facilities, improvements, or structures will be entirely based on such determinations and estimates. We are not obligated under this contract to inspect any part of the project or to make any cost estimates or determinations. We may rely entirely on certificates, determinations, and estimates as described above in retaining and releasing all escrowed funds under this contract.

5. **Conflicting claims.** If we receive conflicting instructions or claims to the funds, securities, or documents held in escrow, we may take any one or more of the following actions:

a. We may release all or part of the funds to the party which we, in our sole judgment, determine is entitled to receive the funds under this contract.

b. We may hold all or part of the funds, securities, and documents affected by the conflicting instructions or claims in escrow and take no further action until otherwise directed, either by mutual written instructions from all interested parties or by the final order of a court of competent jurisdiction.

c. We may initiate an interpleader action in any circuit court in Michigan naming all interested persons as parties and depositing all or part of the funds, securities, and documents

affected by the adverse claims with the clerk of the court in full release of our responsibilities under this contract.

6. ***Our Rights and liabilities.***

a. On delivering the funds deposited with us pursuant to this escrow agreement and performing the obligations and services stated in this contract, we will be released from any further liability under this contract. Liability is limited by the provisions of this contract. This contract expressly sets forth all of our duties with respect to all matters pertinent to it. We have no implied duties or obligations in connection with this contract. We are not bound by any agreement among any other parties except this contract. By signing this contract, we are acting as a depository and are not, as such, responsible or liable for the sufficiency, correctness, genuineness, or validity of the documents submitted to us or for the marketability of the title to any unit in the project. We are not responsible for the failure of any bank that we use as an escrow depository for funds we receive under this contract.

b. We do not guarantee your performance of any purchase agreement under the condominium documents and undertake no responsibilities for your performance under those documents or for the conformity of your performance with the provisions of such documents, with the plans and specifications for the project, with local or state laws, or in any other particular. As long as we rely in good faith on the certificates, cost estimates, and determinations described in provision 4, we will have no liability to you, any purchaser, or any other party for any error in such a certificate, cost estimate, or determination.

c. Except in instances of gross negligence or willful misconduct, our liability under this contract is limited to the return, to the entitled party or parties, of the funds retained in escrow (or replaced by security) minus any reasonable expenses that we incur in administering the funds, including reasonable attorney fees and litigation expenses for defending, negotiating, or analyzing claims against us that arise out of the administration of such escrowed funds. We will be entitled to deduct these costs without notice from amounts on deposit under this contract.

d. We have no duty to give the escrowed funds any greater degree of care than we give our own similar property. We may:

(i) rely upon any order, judgment, certification, demand, notice, instrument or other writing delivered to us without being required to determine its authenticity or correctness, or the propriety or validity of service;

(ii) act in reliance upon any instrument or signature that we believe is genuine;

(iii) assume that the person purporting to give receipt or advice or make any statement or execute any document in connection with this contract has been duly authorized to do so;

(iv) conclusively presume that any person signing this contract on behalf of an entity has full power and authority to instruct us on your behalf unless you give us written notice to the contrary.

e. We may act on the advice of counsel with respect to any matter relating to this contract. We will not be liable for any action taken or not taken by us in good faith in accordance with that advice.

f. We do not have any interest in the escrowed funds but are serving as escrow holder only and having only possession of the escrowed funds. All payments of income from the escrowed funds

are subject to withholding regulations then in force with respect to United States taxes. You will provide us with appropriate Internal Revenue Service Forms W-9 for tax identification number certification, or non-resident alien certifications.

g. We will not be called upon to advise anyone about the wisdom in selling or retaining or taking or refraining from any action with respect to any securities or other property deposited with us.

7. **Notices.** All notices required or permitted under this contract and all notices of address changes will be deemed sufficient if personally delivered or sent by certified mail, postage prepaid and return receipt requested, addressed to the recipient, at the address shown below the party's signature on the pertinent reservation or purchase agreement. For the purpose of calculating time periods under the provisions of this contract, notice will be deemed effective when mailed or personally delivered.

8. **Indemnification.** Except for claims based upon gross negligence or willful misconduct that are successfully asserted against us, you will indemnify, defend and hold us harmless from and against all losses, liabilities, claims, actions, damages and expenses ("Claims"), including reasonable retained attorneys' fees and disbursements, arising out of and in connection with this contract and the escrowed funds.

9. **Miscellaneous.**

a. **Counterparts.** This contract may be executed in several counterparts, each of which is deemed an original and all of which constitute the same contract. The signature of any party to any counterpart is deemed to be a signature to, and may be attached to, any other counterpart.

b. **Headings.** The headings of this contract are intended solely for convenience of reference and will be given no effect in the construction and interpretation of this contract.

c. **Severability.** If any provision of this contract is adjudged or declared illegal, invalid or unenforceable, then that provision will (i) be deemed null and void to the extent of such illegality, invalidity or unenforceability, and (ii) be severable from and shall not limit or impair the operation or validity of any other provisions of this contract. This contract will remain in full force and effect as though such illegal, invalid or unenforceable provision or provisions had never existed.

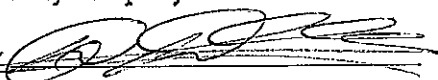
d. **Binding Nature.** This contract is binding upon, and inures to the benefit of, each of the parties and their respective successors and permitted assigns. This contract may not be assigned by you without our written consent. Any purported assignment in violation of this contract is void.

e. **Amendments.** This contract may not be modified, amended, altered or supplemented except by the execution and delivery of a written contract executed by all of the parties.

f. **Entire Agreement.** This contract and the exhibits attached to it contain the entire agreement and understanding among the parties with respect to its subject matter.

g. **Choice of Law.** This contract will be governed, construed and enforced in accordance with the laws of the State of Michigan, without regard to conflicts of laws principles.

Tara Gateways, LLC, a Michigan limited liability company

By 

Its MANAGER

Chirco Title Agency, Inc., a Michigan corporation

By 

Michael A. Luberto, President

THE CONDOMINIUM BUYERS HANDBOOK



THE CONDOMINIUM BUYER'S HANDBOOK

The Condominium Buyer's Handbook is created by the Michigan Department of Licensing and Regulatory Affairs as required by the Condominium Act (PA 59 of 1978, as amended).
This edition includes Public Act 170 of 2015 amendments.

PREFACE

The Department of Licensing & Regulatory Affairs has NO authority to enforce or regulate any provisions of the Act or the bylaws of condominium developments.

The Condominium Buyer's Handbook is a guide for people who are interested in buying a condominium. For your protection, you should read this booklet before you sign a purchase agreement. This handbook contains a summary of portions of the Condominium Act. Although the information is directed primarily toward residential condominium buyers, the Act also covers business, manufactured housing, campground and marina condominium developments. The last section of the handbook describes the legal remedies that are available to you based on the Condominium Act.

Although the Department of Licensing and Regulatory Affairs is the designated administrator in the Act, the Legislature repealed the Department's regulatory and enforcement responsibilities in 1983.

Additional information may be found on our website at: www.michigan.gov/condo

NOTE: A person or association of co-owners adversely affected by a violation of, failure to comply with, the Condominium Act, administrative rules, or any provision of your bylaws or master deed may take action in a court of competent jurisdiction.

CONDOMINIUM OWNERSHIP

Condominium unit co-owners have exclusive ownership rights to their unit and the right to share the common elements of the condominium development with other co-owners. The condominium subdivision plan, which is part of the master deed, identifies which areas are units and which areas are common elements.

The co-owners own and maintain the development once the developer has sold all the units, unless the local government agrees to take responsibility for maintaining a portion of the development. Roads are an example of a portion of a condominium development that may become public.

The master deed provides the percentage of ownership for each condominium unit in the development. This percentage is the basis for determining your obligation for payment of monthly maintenance fees, assessments for major repairs, and may determine your voting percentage at association meetings. The association of co-owners determines how much the monthly maintenance fee will be and assesses each owner for repairs to the common elements.

READ THE BYLAWS

Read the bylaws for the association and condominium development as they contain provisions outlining your rights and obligations as a co-owner.

You are obligated to pay the monthly maintenance fee and any assessments. If there are no restrictions in the bylaws that place limits on increasing the monthly fee, the association has the right to determine the amount. If the roads, or any other portion of the common elements in the development need repair, the association will determine the amount each owner is responsible for paying. If there are no restrictions in the bylaws regarding assessments, the association has the right to determine the amount. If you fail to pay an assessment or monthly fee, the association may place a lien on your unit.

Modifications or repairs to your unit may require approval of the co-owners association. If you do not obtain approval, the association may take legal action against you.

Before signing a purchase agreement, you should be aware of any restrictions on pets, renting, displaying items outdoors, and other prohibitions in the bylaws. Even if a restriction is not in the bylaws when you purchase, the association may amend the bylaws. Only changes that materially affect the co-owners require a vote of all co-owners.

You may not have the right to attend association meetings unless the bylaws specify that you may attend. The bylaws may not require associations to provide minutes of their meetings to co-owners.

PRELIMINARY RESERVATION AGREEMENTS

A preliminary reservation agreement gives you the opportunity, for a specified time, to purchase a particular condominium unit upon sale terms to be determined later. The developer must place the payment you make in an escrow account with an escrow agent. If you make a payment under a preliminary reservation agreement and cancel the agreement, the developer must fully refund the money. If you enter into a purchase agreement, the developer must credit the payment toward any payment due in the purchase agreement.

PURCHASE AGREEMENTS

A purchaser may withdraw from a signed purchase agreement without cause or penalty within nine business days as long as the property has not been conveyed to the purchaser. The nine-business day window starts the day the purchaser receives all the documents that the developer is required to provide. The developer must deposit payments made under a purchase agreement in an escrow account with an escrow agent.

Before signing an agreement, it is advisable to seek professional assistance to review all condominium documents.

Some issues to consider before buying include the following:

- **Do not rely on verbal promises** - insist that everything be in writing and signed by the appropriate parties involved in the transaction.
- The bylaws may contain a variety of restrictions. You may be required to receive association approval for certain actions. If you do not obtain prior approval, the association has authority to enforce the legal restrictions in the bylaws.
- You may be subject to a binding purchase agreement before construction is complete. Determine whether the agreement will provide you with adequate rights if the developer does not finish the unit in time to meet the occupancy date.
- You may wish to contact the local government to determine if the developer is contractually obligated to finish the development.
- Review all restrictions, covenants, and easements that might affect the condominium project or your unit.
- Determine if the developer has reserved any rights to alter the project.
- Before signing a purchase agreement, make sure you have financing, or that the agreement specifies it is dependent on your ability to obtain a mortgage commitment for the unit.
- When buying a condominium unit in a structure, you may also be a joint owner of the furnace, roof, pipes, wires and other common elements. Ask for an architect's or engineer's report on the condition of all building components, their expected useful life and building maintenance records.

- There is no governmental agency that regulates condominium associations and management companies. Only a judge has authority to order an association to comply with the Condominium Act and bylaws.

DOCUMENTS THE DEVELOPER MUST PROVIDE

The developer must provide copies of the following documents to a prospective purchaser:

1. The recorded master deed.
2. A copy of the purchase agreement and the escrow agreement.
3. This condominium buyer's handbook.
4. A disclosure statement that includes:
 - The developer's previous experience with condominium projects.
 - Any warranties undertaken by the developer.
 - The extent to which financial arrangements have been provided for completion of all structures and improvements labeled "must be built" on the subdivision plan.
 - An itemization of the association's budget.

ASSOCIATION OF CO-OWNERS (CONDOMINIUM BOARD)

Initially, the developer appoints the board of directors, who govern the development until the first annual meeting. The provisions for holding the annual meeting and designating the voting procedures should be included in the condominium development bylaws. The Condominium Act, (Section 52), describes the procedure for transitioning from the developer to the association of co-owners for the governing of the development. (Also see "Election of Association of Co-owners Board of Directors" later in this handbook.)

The co-owners elect the association, which is responsible for governing the development and maintaining the general common elements. The general common elements may consist of hallways, lobbies, building exteriors, lawns, streets (if the roads are private), recreation facilities, heating, water and electric systems. The association may hire a management company to provide services for the development. They also have the right to assess co-owners for repairs. After the creation of the association, the association may adopt bylaws for the operation of the association. Rules governing the condominium development are in the bylaws that the developer created for the condominium development.

A condominium association is a private, not public entity. Meetings of the association are not subject to the Open Meetings Act, which requires public agencies to make attendance at meetings open to the public and requires the provision of minutes that describe actions taken at the meeting.

Associations are required by law to keep books and records with a detailed account of the expenditures and receipts affecting the project and its administration, and which specify the operating expenses. The developer must provide a disclosure

statement itemizing the association's budget at the time you receive the master deed.

Associations are required to maintain a reserve fund for major repairs and replacement of common elements. The minimum amount is 10% of the annual budget on a non-cumulative basis. If the association needs additional funds for major repairs, they may have the right to assess each owner. Monthly fees and assessments are a lien on the condominium unit. You may not be exempt from monthly fees and assessments by nonuse of the common elements or by abandonment of the condominium unit.

If you have a complaint with the association or other co-owners, review the condominium bylaws to determine what recourse you have. Generally, only professional arbitrators or the courts have jurisdiction over complaints between these parties.

DOCUMENTS THE ASSOCIATION MUST PROVIDE

The association must provide a financial statement annually to each co-owner. The books, records, and contracts concerning the administration and operation of the condominium project must be available for examination by any of the co-owners at convenient times. An association with annual revenues more than \$20,000 shall have its books, records, and financial statements independently audited or reviewed by a certified public account on an annual basis. However, such an association may opt out of the requirement for an independent audit or review by a certified public account by an annual affirmative vote. The association must keep current copies of the master deed, all amendments to the master deed, and other condominium documents available at reasonable hours to co-owners, prospective purchasers and prospective mortgagees.

SITE CONDOMINIUMS

The term "site condominium" is not legally defined in the Condominium Act. It is used to describe a condominium development with single-family detached housing instead of two or more housing units in one structure.

Site condominium developments must comply with the Act. The Act requires developers to notify the appropriate local government of their intent to develop a condominium project. The type of review the development is subject to depends on the local government's ordinances. Site condominium documents are not reviewed by the State for conformance with the Condominium Act.

Another type of single-family-residential housing development in Michigan is a subdivision which is regulated according to the Land Division Act. Although a site condominium development may look like a subdivision developed in accordance with the Land Division Act, they are not the same. Subdivisions developed pursuant to the Land Division Act are subject to state review for conformance with the Land

Division Act. Subdivisions developed pursuant to the Land Division Act must be approved for compliance with the Land Division Act before the developer may sell any real estate.

LIMITED OR GENERAL COMMON ELEMENTS

Common elements mean the portions of the condominium project other than the condominium unit. Limited common elements are areas with usage restrictions. A carport space assigned to a unit is a limited common element. The yard of a single family detached unit, for use by the owner of that unit, may be a limited common element. General common elements such as roads, open space areas and recreation facilities are available for use by everyone in the development. The master deed specifies which areas of your condominium development are designated as limited or general common elements. Use of the common elements is governed by the bylaws for the condominium development.

ADVISORY COMMITTEE

The advisory committee is established when one of the following occurs, whichever happens first: 120 days after 1/3 of the units are sold or one year after a unit is sold to a non-developer co-owner.

The purpose of the advisory committee is to meet with the development's board of directors to facilitate communication and aid in the transition of control from the developer to the association of co-owners. The advisory committee ceases when a majority of the association of co-owners is elected by the (non-developer) co-owners.

ELECTION OF ASSOCIATION OF CO-OWNERS BOARD OF DIRECTORS

No later than 120 days after 25% of (non-developer) co-owners have title to the units; that may be created, at least one director, and not less than 25% of the board of directors shall be elected by the co-owners.

No later than 120 days after 50% of (non-developer) co-owners have title to the units that may be created, at least one third of the board of directors shall be elected by the co-owners.

No later than 120 days after 75% of (non-developer) co-owners have title to units, and before 90% are sold, the co-owners shall elect all but one director on the board. The developer shall have the right to designate one director only if the developer owns and offers for sale at least 10% of the units, or as long as 10% of the units remain to be created.

If titles to 75% to 100% of the units that may be created have not been sold 54 months after the first conveyance, the (non-developer) co-owners shall elect the number of board members equal to the percentage of units they hold. If the

developer has paid all assessments, the developer has the right to elect the number of board members equal to the percentage of units that are owned by the developer.

CONDOMINIUM DOCUMENTS

The condominium documents include the master deed, condominium subdivision plan, bylaws for the condominium project, and any other documents referred to in the master deed or bylaws. In addition, the developer is required to provide a disclosure statement.

Once the association is established, it may adopt another set of bylaws pertaining to the association's operation. The association or management company must keep books and records with a detailed account of the expenditures and receipts affecting the project and its administration, and which specify the operating expenses.

AMENDMENTS TO CONDOMINIUM DOCUMENTS

If the condominium documents contain a statement that the developer or association of co-owners has reserved the right to amend the documents for that purpose, then the documents may be amended without the consent of the co-owners, as long as the change does not materially alter or change the rights of a co-owner.

The master deed, bylaws and condominium subdivision plan may be amended, even if the amendment will materially alter or change the rights of a co-owner with the consent of at least 2/3 of the votes of the co-owners and mortgagees.

The method or formula used to determine the percentage of value of each unit for other than voting purposes cannot be modified without the consent of each affected co-owner.

A co-owner's condominium unit dimensions or limited common elements may not be modified without the co-owner's consent.

The association of co-owners may amend the condominium documents as to the rental of units or terms of occupancy. The amendment does not affect the rights of any lessors or lessees under a written lease executed before the effective date of the amendment, or condominium units that are owned or leased by the developer.

REMEDIES AVAILABLE PURSUANT TO THE CONDOMINIUM ACT

A developer who offers or sells a condominium unit in violation of the Act is liable to the purchaser for damages.

A person or association of co-owners adversely affected by a violation of, or failure to comply with, the Act, the administrative rules issued under the authority of the Act, or any provision of an agreement or a master deed may take action in a court with jurisdiction. The court may award costs to the prevailing party.

A co-owner may take action against the association of co-owners to compel the association to enforce the condominium documents. To the extent that the condominium documents expressly provide, the court shall determine costs of the proceeding and the successful party shall recover those costs.

A co-owner may take action against another co-owner for injunctive relief or for damages for noncompliance with the terms of the condominium documents or the Act.

For condominium projects established on or after May 9, 2002, the bylaws must contain a provision that disputes relating to the interpretation of the condominium documents or arising out of disputes among co-owners may be resolved through arbitration. Both parties must consent to arbitration and give written notice to the association. The decision of the arbitrator is final and the parties are prohibited from petitioning the courts regarding that dispute.

A co-owner, or association of co-owners, may execute a contract to settle by arbitration for any claim against the developer that might be the subject of a civil action. A purchaser or co-owner has the exclusive option to execute a contract to settle by arbitration for any claim against the developer that might be the subject of a civil action and involves less than \$2,500. All costs will be allocated in the manner provided by the arbitration association. A contract to settle by arbitration must specify that the arbitration association will conduct the arbitration. The method of appointment of the arbitrator will be pursuant to rules of the arbitration association. Arbitration will be in accordance with Public Act No. 236 of 1961, (MCL 600.5001 to 5065), which may be supplemented by rules of the arbitration association. An arbitration award is binding on the parties to the arbitration.

The Condominium Act provides the right to notify the governmental agency that is responsible for the administration and enforcement of construction regulations of an alleged violation of the state construction code, other applicable building code, or construction regulation.

A person who willfully and knowingly aids in misrepresentation of the facts concerning a condominium project, as described in the recorded master deed, is guilty of a misdemeanor and shall be punished by a fine, imprisonment, or both. Actions under MCC 559.258 shall be brought by the prosecuting attorney of the county in which the property is located, or by the department of attorney general.

A person cannot take action arising out of the development or construction of the common elements, or the management, operation, or control of a condominium project, more than three years from the transitional control date or two years from the date of the cause of the action, whichever occurs later. The transitional control date is the date the board of directors takes office by an election where the co-owners' votes exceed the developer's votes for the board members.

A condominium developer may be required to be a licensed residential builder under the Occupational Code (PA 299 of 1980, Article 24, as amended). A complaint for a violation of the **Michigan Occupational Code** or administrative rules, must be made within 18 months after completion, occupancy, or purchase of a residential structure. Conduct subject to penalty is described in the Occupational Code (MCL 339.2411). Complaints concerning construction may be filed with:

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
Compliance Division
P. O. Box 30254
Lansing, MI 48909
Phone: (517) 241-9309
Fax: (517) 241-0130
Email: lara-bcc-compliance@michigan.gov
www.michigan.gov/bcc

Construction of a condominium falls under the authority of the enforcing agency for that governmental subdivision. Check the link below to determine whether it is state, county, city, village or township jurisdiction.

https://www.michigan.gov/documents/lara/Statewide_Jurisdiction_List_621774_7.pdf

LEGAL REFERENCES

Condominium Act, P.A. 59 of 1978, as amended, MCL 559.101 et seq.

Condominium Rules, R559.101 et seq, 1985 Michigan Admin Code.

Occupational Code, P.A. 299 of 1980, as amended, MCL 339.101 et seq.

Stille-DeRossett-Hale Single State Construction Code Act, P.A. 230 of 1972, as amended, MCL 125.1501 et seq.

APPENDIX 1
PROPOSED BUDGET

GATEWAYS OF PLYMOUTH

STABILIZED ANNUAL BUDGET: 35 UNITS

ACCOUNT NAME		STABILIZED BUDGET	COMMENTS
INCOME:			
40000	ASSOCIATION DUES	\$ 120,000.00	
40040	INTEREST INCOME		
40050	LATE CHARGES		
40080	DEVELOPER CONTRIBUTION		
45000	TRANSFER FROM RESERVES		
TOTAL INCOME:		\$ 120,000.00	
EXPENSES:			
ADMINISTRATION EXPENSES			
50110	COPIES	\$ 500.00	
50120	POSTAGE	\$ 200.00	
50140	LEGAL COLLECTIONS	\$ 100.00	
50145	LEGAL OTHER	\$ 1,000.00	
50160	AUDIT/TAX RETURN	\$ 800.00	Review & Tax return
50200	MANAGEMENT SERVICES	\$ 6,048.00	
50240	MISC ADMIN	\$ 600.00	
50299	BAD DEBT EXPENSE		
TOTAL ADMIN EXPENSES		\$ 9,248.00	
UTILITY EXPENSE			
60010	ELECTRICITY		
60025	WATER/SEWER	\$ 31,000.00	
TOTAL UTILITY EXPENSE		\$ 31,000.00	
INSURANCE			
50550	UMBRELLA INSURANCE	\$ 400.00	
50560	PROPERTY & LIABILITY	\$ 10,000.00	
TOTAL INSURANCE & LOAN		\$ 10,400.00	
GROUNDS MAINTENANCE			
63000	GROUNDS MAINTENANCE	\$ 1,000.00	
63100	LAWN MAINT	\$ 12,000.00	
63110	LAWN FERT/WEED	\$ 2,100.00	
63115	TREE & SHRUB MAINT	\$ 1,000.00	
63145	MULCH	\$ 3,500.00	
63400	IRRIGATION	\$ 4,000.00	
63600	SNOW REMOVAL	\$ 14,000.00	
63700	ASPHALT ROADS		Developer to repair
63705	CONCRETE DRIVEWAYS/SIDEWALKS	\$ 5,000.00	
TOTAL GROUNDS EXPENSE		\$ 42,600.00	
BUILDING MAINT & REPAIR			
65000	STRUCTURAL	\$ 5,502.00	
65015	ELECTRICAL RPR	\$ 500.00	
65100	GUTTERS	\$ 3,000.00	2 Cleanings plus repairs
65105	ROOF MAINTENANCE / REPAIRS	\$ 3,000.00	
65110	PLUMBING	\$ 750.00	
65200	PAINTING EXTERIOR	\$ 2,000.00	
TOTAL BUILD MAINT & RPR		\$ 14,752.00	
RESERVE FUNDING			
90000	REPLACEMENT RESERVE	\$ 12,000.00	
90140	RESERVE INTEREST		
TOTAL RESERVE FUNDING		\$ 12,000.00	
TOTAL BUDGETED EXPENSE		\$ 120,000.00	
NET INCOME OR (LOSS)		\$ -	

Gateways of Plymouth Dues Calculations

Unit #	Square Feet	% unit value	\$ 120,000.00	Rounded
1	1819	2.681	3217.20	270.00
2	1625	2.395	2874.00	240.00
3	1819	2.681	3217.20	270.00
4	1819	2.681	3217.20	270.00
5	1625	2.395	2874.00	240.00
6	1819	2.681	3217.20	270.00
7	1245	1.835	2202.00	185.00
8	1751	2.581	3097.20	260.00
9	1223	1.802	2162.40	185.00
10	1519	2.239	2686.80	225.00
11	1223	1.802	2162.40	185.00
12	1519	2.239	2686.80	225.00
13	1245	1.835	2202.00	185.00
14	1751	2.581	3097.20	260.00
42	2025	2.985	3582.00	300.00
43	2025	2.985	3582.00	300.00
44	2200	3.242	3890.40	325.00
45	2200	3.242	3890.40	325.00
46	2200	3.242	3890.40	325.00
47	2200	3.242	3890.40	325.00
48	2200	3.242	3890.40	325.00
49	2200	3.242	3890.40	325.00
50	2200	3.242	3890.40	325.00
51	2200	3.242	3890.40	325.00
52	2200	3.242	3890.40	325.00
53	2200	3.242	3890.40	325.00
54	2200	3.242	3890.40	325.00
55	2200	3.242	3890.40	325.00
56	2200	3.242	3890.40	325.00
57	2200	3.242	3890.40	325.00
58	2200	3.242	3890.40	325.00
59	2200	3.242	3890.40	325.00
60	2200	3.242	3890.40	325.00
61	2200	3.242	3890.40	325.00
62	2200	3.242	3890.40	325.00
TOTAL	67852	99.996	119995.20	