

OAK RIDGE CONDOMINIUM

**300 Glazier Way
Ann Arbor, MI.**

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OAK RIDGE CONDOMINIUM

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MASTER DEED

OAK RIDGE CONDOMINIUM

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

THIS MASTER DEED is made this 8th day of February, 1988 by Guenther Building Co., a Michigan corporation, having its principal place of business at 2864 Carpenter Road, Ann Arbor, Michigan, which company is referred to in this Master Deed as DEVELOPER. This Master Deed is executed by Robert F. Guenther, President of Guenther Building Co., by authority of its Board of Directors.

1. Construction of Oak Ridge Condominium. DEVELOPER is constructing, on the parcel of land described in 5 below, a residential condominium project called Oak Ridge Condominium (OAK RIDGE), Washtenaw County Subdivision Plan No. 86, established in accordance with the provisions of Act No. 59, Public Acts of 1978, as amended. OAK RIDGE consists of one building containing 18 units.

2. Exhibits to Master Deed

2.1 Condominium Subdivision Plan. The building is built in accordance with the condominium subdivision plan, a copy of which is attached to this Master Deed as Exhibit 1 and incorporated herein by reference. Architectural plans used to construct OAK RIDGE are on file with the City of Ann Arbor.

2.2 Condominium Bylaws. The Condominium Bylaws, which are attached to this Master Deed as Exhibit 2 and incorporated herein by reference, govern the condominium and determine the rights and duties of each co-owner. The Condominium Bylaws have been adopted by the Oak Ridge Condominium Association, a Michigan non-profit association which has been established to manage the affairs of OAK RIDGE. Each co-owner is a member of Oak Ridge Condominium Association.

2.3 Association Bylaws. In addition to the Condominium Bylaws, the Oak Ridge Condominium Association has adopted Association Bylaws to regulate its internal business affairs. The Association Bylaws are attached to this Master Deed as Exhibit 3 and incorporated herein by reference.

3. Establishment of OAK RIDGE. The DEVELOPER, upon the recording of this Master Deed, does establish OAK RIDGE as a condominium project under Act No. 59, Public Acts of 1978, as amended, and declares that OAK RIDGE shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved and in any other matter utilized subject to the provisions of Act No. 59, Public Acts of 1978, as amended, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed, all of which shall be deemed to run with the land and shall be a burden and benefit to the DEVELOPER, its successors and assigns, and any person acquiring or owning an interest in the property constituting OAK RIDGE, their grantees, successors, heirs, personal representatives and assigns.

4. Definitions. Certain terms are used in this Master Deed and may be used in other documents relating to OAK RIDGE, including but not limited to the Articles of Incorporation of Oak Ridge Condominium Association, rules and regulations of the Association, deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of transfer of interests in OAK RIDGE. Wherever used in

Washtenaw County Treasurer
 Certificate No. 0261 CAC

09-26-200-044PT

THE 1987 RETURN SHALL BE NOT
 THE 1987 RETURN SHALL BE NOT
 WASHTENAW COUNTY TREASURER
 CAC

such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

4.1 OAK RIDGE is Oak Ridge Condominium, the condominium project established by this Master Deed.

4.2 The "Act" is Act No. 59, Public Acts of 1978, as amended.

4.3 "Association" is the Oak Ridge Condominium Association, a non-profit corporation, the members of which are the co-owners in OAK RIDGE. The Association shall administer, operate, manage and maintain OAK RIDGE. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by applicable law or condominium documents.

4.4 "Condominium Bylaws" means the Bylaws setting forth the substantive rights and obligations of the co-owners, required to be recorded as part of the Master Deed by Section 53 of the Act. The Condominium Bylaws are Exhibit 2 to this Master Deed.

4.5 "Association Bylaws" means the corporate Bylaws of the Association as provided for under the Michigan General Corporation Act. The Association Bylaws are Exhibit 3 to this Master Deed.

4.6 "Unit" means the enclosed space constituting a single, complete residential unit in OAK RIDGE as such space may be described in the Condominium Subdivision Plan, attached as Exhibit 1 to this Master Deed.

4.7 "Condominium documents" means the Master Deed, including Exhibits 1, 2 and 3 thereto, the Articles of Incorporation of the Association, the OAK RIDGE Disclosure Statement and the rules and regulations of the Association, if any.

4.8 "Condominium Subdivision Plan" means Exhibit 1 to this Master Deed.

4.9 "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof, who owns a condominium unit in OAK RIDGE.

4.10 "Common elements", where used without modification, means both general and limited common elements described herein and in the Act.

4.11 "Limited common elements" means a portion of the common elements reserved in this Master Deed for the exclusive use of less than all the co-owners.

4.12 "Developer" means Guenther Building Co., a Michigan corporation, which has made and executed this Master Deed, and its successor and assigns.

5. Legal Description. OAK RIDGE consist of the following-described real property and all improvements thereon:

Commencing at the NW Corner Section 26, T2S, R6E, in the City of Ann Arbor, Michigan; thence S 1°04'50" E 40.00 feet along the west line of said section for a PLACE OF BEGINNING; thence N 89°05'30" E 223.49 feet along a line parallel to and 40.00 feet south of the north line of said section;

thence S 19°19'00" E 358.60 feet; thence S 77°28'00" W 146.10 feet; thence along the 788 contour line through the following seven points: N 15°26'20" W 53.42 feet, N 19°14'40" W 52.52 feet, N 28°20'00" W 39.69 feet, N 44°50'10" W 42.27 feet, N 28°05'10" W 48.08 feet, N 51°11'50" W 48.15 feet, N 31°46'10" W 31.51 feet; thence N 20°10'30" W, 53.90 feet; thence N 57°50'50" W 27.50 feet; thence N 1°04'50" W 36.00 feet along the west line of said section to the Place of Beginning, being part of the NW 1/4 of said section, containing 1.50 acres of land more or less.

Subject to and benefitted by all easements shown on the Condominium Subdivision Plan.

6. Description of Project. OAK RIDGE is one building containing 18 individual units, all for residential purposes. Each unit is capable of individual utilization as each has its own exit to a common element. Each co-owner will have a particular and exclusive property right to an individual unit and an undivided and inseparable interest in the common elements of OAK RIDGE as is described below.

7. Percentages of Value. The units are described particularly in the Condominium Subdivision Plan. They are listed below with the percentage of value of OAK RIDGE that each represents listed opposite. The percentages of value of all units shall total 100%. Percentages of value shall be determinative of the co-owner's vote under Article 1, Section 2(C) of the Condominium Bylaws, the determination of monthly assessments under Article II, Section 4, assessments for costs of repairs as provided in Article V, Section 5, and compensation for taking by eminent domain as provided in Article VII, Section 1. The percentage of value of each unit is determined on the basis of the square footage of the unit, the terraces and/or patios being part of the square footage of the unit to which they pertain.

<u>Unit</u>	<u>Percentage of Value</u>
110	5.87✓
120	4.54✓
130	5.46✓
140	5.34✓
150	4.01✓
160	9.48✓
210	5.58✓
220	4.24✓
230	5.17✓
240	5.05✓
250	3.71✓
260	8.90✓
310	5.58✓
320	4.24✓
330	5.17✓
340	5.05✓
350	3.71✓
360	8.90

8. General Common Elements. The general common elements of OAK RIDGE, as described in the Condominium Subdivision Plan, are as follows:

8.1 The land described in 5 above.

8.2 All electrical and telephone wiring network, the gas and water distribution system, and the storm and sanitary drainage system, all up to the point of connection with any individual unit.

8.3 The foundations, walls, unit perimeter walls (including windows, doors and chimneys therein) except the interior surfaces thereof, floor construction between unit levels, roofs, stairways, elevators and shafts, halls, trash areas, security equipment, alarms, driveways, sidewalks, exterior parking spaces and garage areas (excepting the storage areas and certain parking spaces therein, described hereinafter as limited common elements) as shown on the Condominium Subdivision Plan.

8.4 Such other elements of OAK RIDGE as are not designated in this Master Deed as general or limited common elements which are not enclosed within the boundaries of a unit.

9. Limited Common Elements. The limited common elements are as follows:

9.1 Each storage room shown on the Condominium Subdivision Plan shall be a limited common element appurtenant to the unit which is designated in the Condominium Subdivision Plan.

9.2 Each numbered parking space shown on the Condominium Subdivision Plan shall be a limited common element appurtenant to the unit which is designated in the Condominium Subdivision Plan.

9.3 Fireplaces.

10. Unit. Each condominium unit in OAK RIDGE is described in the Condominium Subdivision Plan. Each unit shall include all that space within the interior unfinished, unpainted walls and ceilings and the finished sub-floor. For all purposes, each unit may be described and defined by reference to this Master Deed and the individual number assigned to the unit in the Condominium Subdivision Plan.

11. Maintenance, Repair and Replacement.

11.1 The Association shall be responsible for the maintenance, repair and replacement of all general and limited common elements, except as is otherwise explicitly set out in the condominium documents. Each co-owner shall be responsible for the maintenance, repair and replacement of all parts of the co-owner's unit including terraces. Notwithstanding the foregoing, any maintenance, repair or replacement of any general or limited common element necessitated by the negligence, fault or neglect of any co-owner shall be the responsibility of such co-owner.

11.2 Specifically, but not in limitation of the foregoing, the Association is responsible for perpetual maintenance of the subsurface infiltration systems downhill from the building. The Association shall commence any maintenance work or repairs upon notification by the City of Ann Arbor that maintenance is necessary to assure continued functioning of the system and shall complete such repairs within a reasonable time. If the maintenance is not completed within a reasonable time, the City of Ann Arbor may complete the work and bill the Association for the cost of the work. If the

bill is not paid, it may become a lien against the real property constituting OAK RIDGE and shall be placed on the next City of Ann Arbor tax roll.

12. 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, reconstruction or repair, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings, improvements, and walls (including interior unit walls) contained therein for the continuing maintenance and repair of all utilities in the Condominium. There shall exist easements of support with respect to any unit interior wall which supports a common element. 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.

13. Amendments

13.1 By the Developer. The Developer may amend the condominium documents at any time without the consent of any person to achieve the following purposes:

13.1.1 To make changes as desired by the Developer which do not materially affect the rights of any co-owner, including but not limited to the correction of survey or scrivener's errors.

13.1.2 To change the dimensions or other specifications of any unit still owned by the Developer and any limited common elements appurtenant to them and to adjust percentages of value to reflect such changes, provided that the method or formula of determining percentages of value is unaffected.

13.1.3 To comply with the Act or rules promulgated thereunder, or with any requirements of any governmental or quasi-governmental agency or any financing institution providing mortgages on units in OAK RIDGE.

13.1.4 To clarify or explain any provisions in the condominium documents.

13.2 By the Association. The Association may amend the condominium documents:

13.2.1 Without the consent of any person, if the amendment does not materially alter or change the rights of a co-owner or mortgagee;

13.2.2 If the amendment will materially alter or change the rights of the co-owners or mortgagees, consent of not less than 2/3 of the votes of the co-owners and mortgagees. A mortgagee shall have 1 vote for each mortgage held.

13.3 Restrictions. Notwithstanding the above, the method or formula used to determine the percentage of value of units in the project for other than voting purposes, and any provisions relating to the ability or terms under which a co-owner may rent a unit, may not be modified without the consent of each affected co-owner and mortgagee. A co-owner's condominium unit dimensions or appurtenant limited common elements may not be modified without the co-owner's consent.

13.4 Notification. Co-owners and mortgagees of record shall be notified of proposed amendments, not less than 10 days before the amendment is recorded.

13.5 Costs. A person causing or requesting an amendment to the condominium documents shall be responsible for the costs and expenses of the amendment except for amendments based upon a vote of a prescribed majority of the co-owners and mortgagees or based upon the advisory committee's decision, the costs of which shall be expenses of administration.

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

If there is a co-owner other than the Developer, then OAK RIDGE shall be terminated only by the agreement of the Developer and unaffiliated co-owners of condominium units to which 4/5 of the votes in the Association of co-owners appertain and their mortgagees. Mortgagees shall have 1 vote for each mortgage held.

Agreement of the required majority of co-owners and mortgagees to termination of OAK RIDGE 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.

Upon recordation of an instrument terminating OAK RIDGE the property constituting the condominium project 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.

Upon recordation of an instrument terminating OAK RIDGE any rights the co-owners may have to the assets of the Association of co-owners 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 Act.

15. Warranties. The Developer gives a written limited warranty to each purchaser of a unit which covers defects in workmanship and materials for the period of 1 year from conveyance to the purchaser of the unit. This warranty is good for the initial purchaser of the unit only and is non-transferable to any subsequent purchasers. The Developer gives the Association a written limited warranty on all limited and general common elements covering defects in workmanship and materials for the period of 1 year from their completion. These warranties shall not apply against defects or damage which are the result of contraction or expansion of building materials or the result of other normal or ordinary characteristics of building materials.

16. Development Period. During the development and sale period, which is defined as until all of the units have been sold to the first co-owner thereof, the Developer may use one or more units owned by it as model units or sales offices, provided that the Developer shall pay all costs related to such unit or units during such use. Developer

Page 1 of 3

P4
PA 12ADDENDUM #1 TO OAKRIDGE CONDOMINIUMS PLANNED UNIT DEVELOPMENTSITE DEVELOPMENT AGREEMENT

This addendum modifies the Oakridge Condominiums Planned Unit Development Site Development Agreement approved on September 15, 1986 by the Ann Arbor City Council (Liber 2196, pages 578 through 580) as recorded with the Washtenaw County Register of Deeds by revising Paragraph 6 of pages 1 and 2 to read as follows:

(6) Prior to the issuance of certificates of occupancy, to dedicate 2.38 acres of the site as public parkland to the CITY to be used as a nature preserve for the preservation and protection of the flora and fauna found on the site. The only improvements to the parkland will be restricted to the provision of a controlled and limited public access using either a woodchipped trail and/or boardwalk and observation deck of timber construction intended for nature study use with potential for an interpretative panel explaining what the site has to offer and signed as a public park with the name of the park and the Ann Arbor Department of Parks and Recreation. The CITY shall be responsible for the management and maintenance of the park parcel. The above-mentioned improvements to the park parcel may be completed by the CITY. The PROPRIETOR agrees to pay to the CITY a \$5,000 cash contribution to be used by the CITY for making neighborhood park improvements to serve the residents of this development.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day first above written. This agreement shall be binding on the successors and assigns to the parties hereto. The obligation of the PROPRIETOR contained herein shall be binding on successors and assigns in ownership of the property described in the September 15, 1986 agreement and the following described property:

Commencing at the Northwest corner of Section 26, T2S, R6E, Ann Arbor Township, Washtenaw County, Michigan; thence S 88°-49'-00" E along the North line of said Section 210.29 feet; thence S 17°-13'-30" E along a line as monumented 585.65 feet; thence S 86°-58'-00" W 394.55 feet; thence N 01°-00'-40" E along the West line of said Section 584.69 feet to the Point of Beginning, said parcel being part of the Northwest 1/4 of Section 26, T2S, R6E, Ann Arbor Township, Washtenaw County, Michigan and containing 3.98 acres of land more or less. Also being subject to the rights of the public over the Northerly portion of said parcel as occupied by Glacier Way.

Witnesses:

Juliette S. Teorey
Juliette S. Teorey

CITY OF ANN ARBOR
100 North Fifth Avenue
Ann Arbor, Michigan 48107

By Gerald Jernigan
Gerald Jernigan, Mayor

Addendum #1 to Oakridge Condominium PUD
Site Development Agreement
Page Two

Vivian West
LIVIAN WEST

By W. Northcross
W. Northcross, City Clerk

Approved as to Substance

By Del D. Borgsdorf
Del D. Borgsdorf
City Administrator

Approved as to Form

By R. Bruce Laidlaw
R. Bruce Laidlaw
City Attorney

Witness:

Mary Lutz
Mary Lutz

GUENTHER BUILDING COMPANY
2864 Carpenter Road
Ann Arbor, Michigan 48104

By Robert F. Guenther
Robert F. Guenther, President

9/5/89
MWO/lgh/m

DRAFTED BY: Martin W. Overhiser, Planning Director, City Planning Department,
100 North Fifth Avenue, P.O. Box 8647, Ann Arbor, Michigan 48107

Addendum #1 to Oakridge Condominiums PUD
 Site Development Agreement
 Page Three

RECORDED

WASHTENAW COUNTY MI

Oct 25 9 43 AM '89

ROBERT H. HARRISON
 COUNTY CLERK/REGISTER

STATE OF MICHIGAN)
) ss:
 County of Washtenaw)

On this 27th day of Sept., 1989, before me personally appeared Gerald Jernigan, Mayor, and W. Northcross, Clerk of the City of Ann Arbor, a Michigan Municipal Corporation, to me known to be the persons who executed this foregoing instrument, and to me known to be such Mayor and Clerk of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the free act and deed of said Corporation by its authority.

Janet L. Chapin

JANET L. CHAPIN

NOTARY PUBLIC

Washtenaw County, Michigan

My Commission Expires: 9/5/93

STATE OF MICHIGAN)
) ss:
 County of Washtenaw)

On this 19th day of September, 1989, before me personally appeared Robert F. Guenther, President, Guenther Building Company, to me known to be the person who executed the foregoing instrument, and acknowledged that he executed the foregoing instrument as his free act and deed.

Frances A. Corona

NOTARY PUBLIC

Washtenaw County, Michigan

My Commission Expires: _____

FRANCES A. CORONA
 NOTARY PUBLIC-WASHTENAW COUNTY, MICH.
 MY COMMISSION EXPIRES 1-2-91

SECOND AMENDMENT TO MASTER DEED
OAK RIDGE CONDOMINIUM

THIS AMENDMENT is made this 8th day of March, 1989 by Guenther Building Co., a Michigan corporation, 2864 Carpenter Road, Ann Arbor, Michigan 48108, Developer of Oak Ridge Condominium.

RECITALS

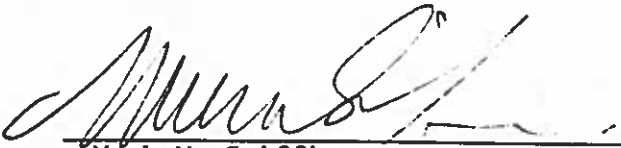
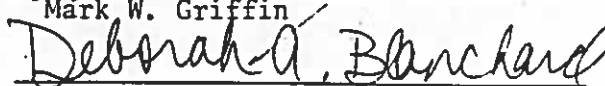
The Master Deed of Oak Ridge Condominium was recorded in the office of the Washtenaw County Register of Deeds on the 9th day of February, 1988 at Liber 2207, Pages 351 through 392.

The purpose of this amendment is to change and reallocate certain limited common elements consisting of certain storage rooms and numbered parking spaces. This amendment is made by the Developer pursuant to Paragraph 13 of the Master Deed.

AMENDMENT

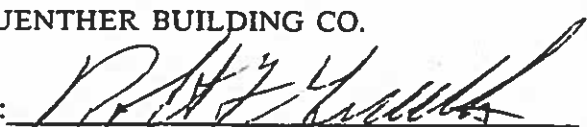
Page 5 of the Condominium Subdivision Plan, Exhibit 1 to the Master Deed of Oak Ridge Condominium is hereby amended as follows:

The designations of Unit C on the Parking Level Plan as recorded in Liber 2207, Page 387 will hereby be changed to the designations shown on Exhibit 1 attached hereto and incorporated herein. The net effect of these changes is to change the storage and parking units previously allocated as 160 to 260 and to change the units previously allocated as 260 to 160, plus the allocation of a previously unnumbered parking space as 160.


Mark W. Griffin

Deborah A. Blanchard

GUENTHER BUILDING CO.

By:


Robert F. Guenther, President

STATE OF MICHIGAN)
) ss.
COUNTY OF WASHTENAW)

Subscribed and sworn to before me this 8th day of March, 1989, by Robert F. Guenther, President of Guenther Building Co., on behalf of the Corporation.


Mark W. Griffin Notary Public
Washtenaw County, Michigan
My commission expires: 6-16-90

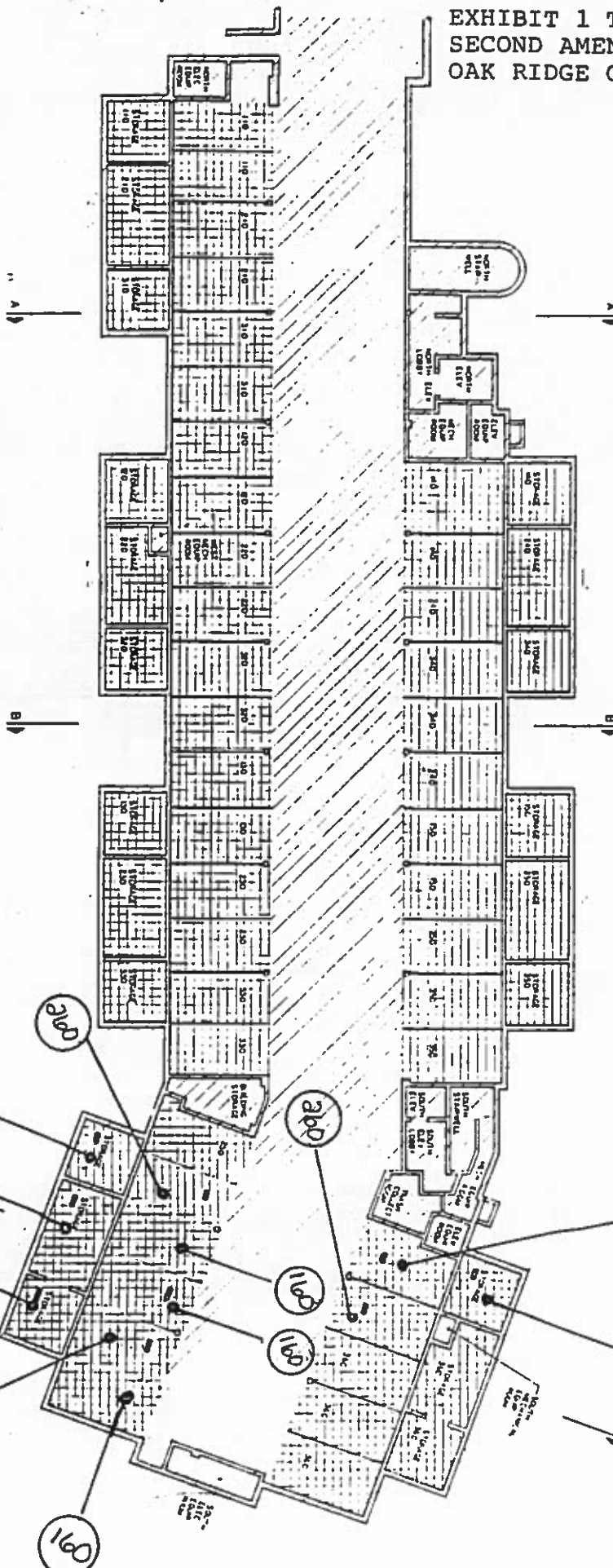
Drafted by and Return to:

Mark W. Griffin
BODMAN, LONGLEY & DAHLING
500 City Center Building
Ann Arbor, Michigan 48104
(313) 761-3780

RECORDED
WASHTENAW COUNTY MI
MAR 13 11 54 AM '89
ROBERT L. HARRISON
COUNTY CLERK/REGISTER

EXHIBIT 1 TO
SECOND AMENDMENT TO MASTER DEED
OAK RIDGE CONDOMINIUM

LIBER 2301 PAGE 49
page 2 of 2



LEGEND
GENERAL COMMON ELEMENT
LIMITED COMMON ELEMENT

Parking Level Plan
SCALE

Parking Level Plan
SCALE

HOB
+BLA
ASSOCIATES
ARCHITECTS
3008
OAK RIDGE
CONDOMINIUM
ASSOCIATION

OAK RIDGE CONDOMINIUM

CONDOMINIUM BYLAWS

ARTICLE I

ASSOCIATION OF CO-OWNERS

Section 1. Oak Ridge Condominium Association. OAK RIDGE CONDOMINIUM, a condominium project located in the City of Ann Arbor, Washtenaw County, Michigan, shall be administered by an association of co-owners (hereinafter the ASSOCIATION) which shall be a non-profit corporation organized under the applicable laws of the State of Michigan. The ASSOCIATION shall be responsible for the management, maintenance, operation and administration of the common elements, easements and affairs of OAK RIDGE CONDOMINIUM in accordance with the Master Deed, these Bylaws, the Articles of Incorporation, ASSOCIATION Bylaws and duly adopted rules and regulations of the ASSOCIATION and laws of the State of Michigan. All co-owners in the condominium project and all persons using or entering upon or acquiring any interest in any unit therein or the common elements thereof shall be subject to the provisions and terms set forth in the aforesaid condominium documents.

Section 2. Membership and Voting. 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 or her unit.

(c) Except as limited in these Bylaws, each co-owner shall be entitled to one vote for each unit owned. The value of each vote shall be equal unless the issue being voted upon is one required by these Bylaws to be voted upon by value, in which event and for which issues the value of each vote shall be the percentage of value of the unit owned by the co-owner as defined in the Master Deed.

(d) No co-owner, other than the developer, shall be entitled to vote at any meeting of the ASSOCIATION until that person has presented evidence of ownership of a unit in OAK RIDGE CONDOMINIUM to the ASSOCIATION. No co-owner other than the developer, shall be entitled to vote prior to the First Annual Meeting of Members held in accordance with Section 6 of 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. Subsequent to the First Annual Meeting of Members, except as is otherwise provided herein for the election of directors, the developer may vote only for units for which it is paying the full monthly assessment.

(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. The notice shall state the name and address of the individual representative designated, the number or numbers of the unit or units owned by the co-owner, and the name and address of the individual representative designated, the number or numbers of the unit or units owned by the co-owner, and the name and address of each person, firm, corporation, partnership association, trust or other entity who is the co-owner. The 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, provided, however, that the initial notice and any subsequent notices must be filed with the ASSOCIATION no later than three (3) days prior to a meeting of the ASSOCIATION, in order for the designated individual representative to vote at that meeting.

(f) There shall be an annual meeting of the members of the ASSOCIATION commencing with the First Annual Meeting held as provided in Section 6 of Article I. Other meetings may be provided for in the Bylaws of the ASSOCIATION. Notice of time, place and subject matter of all meetings, as provided in the corporate Bylaws of the ASSOCIATION, shall be given to each co-owner by mailing the same to each individual representative designated by the co-owner or to the unit owned by the co-owner if no representative has been designated.

(g) The presence in person or by proxy of fifty percent (50%) of the co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the ASSOCIATION, except for voting on questions specifically required herein to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

(h) 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.

(i) A majority, except where otherwise provided herein, shall consist of more than fifty percent (50%) 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.

(j) Other provisions as to voting by members, not inconsistent with the provisions herein contained, may be set forth in the ASSOCIATION Bylaws.

Section 3. Books of Account. The ASSOCIATION shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the common elements and any other expenses incurred by or on behalf of the ASSOCIATION and the co-owners. Such account shall be open for inspection by the co-owners during reasonable working hours. Summary financial statements, the contents of which shall be defined by the ASSOCIATION, shall be distributed at least twice per year to each co-owner, and all holders of mortgages on

units requesting the same. The cost of any accounting assistance shall be an expense of administration. The ASSOCIATION shall be assessed as the person in possession for any tangible personal property of the project owned or possessed in common by the co-owners. Personal property taxes based thereon shall be treated as expenses of administration. Expenditures affecting the administration of the project shall include all costs incurred in the satisfaction of any liability arising within, caused by, or connected with the common elements or the administration of the project, and the receipts affecting the administration of the project shall include all sums received as proceeds of or pursuant to any policy of insurance securing the interest of the co-owners against liabilities or losses arising within, caused by or connected with the common elements or the administration of the project.

Section 4. Board of Directors. The affairs of the ASSOCIATION shall be governed by a Board of Directors.

(a) The first Board of Directors is designated in the Articles of Incorporation of the ASSOCIATION. Any successors thereto shall be elected by the developer prior to the First Annual Meeting of Members held pursuant to Section 6 of Article I.

(b) Each member of the Board elected at or after the First Annual Meeting of Members by non-developer co-owners shall be a member of the ASSOCIATION and shall serve without compensation.

(c) The number, term of office, manner of election, removal and replacement, meetings, quorum and voting requirements and any other provisions relating to directors not inconsistent with these Bylaws shall be provided by the ASSOCIATION Bylaws.

(d) 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 as 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 Bylaws, or any further duties which may be imposed by resolution of the members of the ASSOCIATION, the Board of Directors shall be responsible specifically for the following:

(1) To manage and administer the affairs of and maintenance of OAK RIDGE CONDOMINIUM and the common elements thereof.

(2) To collect assessments from the members of the ASSOCIATION and to use the proceeds thereof for the purposes of the ASSOCIATION.

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

(4) To rebuild improvements after casualty.

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

(6) To acquire, maintain and improve, and to buy, sell, convey, assign, mortgage or lease any real or personal property (including 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.

(8) To make rules and regulations in accordance with Article VIII, Section 8 of these Bylaws.

(9) To enforce the provisions of the Condominium Documents, including collection of assessments and fines.

(e) The Board of Directors may employ for the ASSOCIATION, a professional manager (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 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.

(f) All of the actions (including, without limitation, the adoption of these Bylaws and any Rules and Regulations for the corporation, and any undertakings or contracts entered into with others on behalf of the corporation) of the first Board of Directors of the ASSOCIATION named in its Articles of Incorporation or any successors thereto elected 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.

Section 5. Officers. The ASSOCIATION Bylaws 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 approval of the Board of Directors.

 **Section 6. Transitional Board of Directors.** Pursuant to the provisions of Section 52 of the Condominium Act, as amended, not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer co-owners of twenty-five percent (25%) of the units, at least one (1) director and not less than twenty-five percent (25%) of the Board of Directors shall be elected by non-developer co-owners. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer co-owners of seventy-five percent (75%) of the units, and before conveyance of ninety percent (90%) of such units, the non-developer co-owners shall elect all directors of 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 project.

Notwithstanding the above, fifty four (54) months after the first conveyance of legal or equitable title to a non-developer co-owner of a unit, if title to not less than seventy five percent (75%) of the units has not been conveyed, the non-developer co-

owners have the right to elect a number of members of the Board equal to the percentage of units they hold, and the developer has the right to elect a number of members to the Board equal to the percentage of units that 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 the preceding paragraph.

Section 7. Advisory Committee. An advisory committee of non-developer co-owners shall be established either one hundred twenty (120) days after conveyance of legal or equitable title to non-developer 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 non-developer co-owner of a unit, whichever is earlier. The advisory committee shall meet with the condominium's Board of Directors for the purpose of facilitating communication and aiding in the transition of control of the ASSOCIATION of co-owners. The advisory committee shall cease to exist when a majority of the Board of Directors is elected by non-developer co-owners.

Section 8. Meetings of Members. Prior to the First Annual Meeting of Members, meetings of the co-owners may be called by the Developer as the Developer deems necessary and as may be required by these Bylaws. The First Annual Meeting of Members shall be called by the Developer not later than ninety (90) days after the conveyance of legal or equitable title to fifty percent (50%) of the units to the first non-developer co-owner thereof. In any event the First Annual Meeting of Members shall be held no later than fifty-four (54) months after the first conveyance of legal or equitable title to a unit to the first non-developer co-owner thereof.

Section 9. Condominium Documents. The ASSOCIATION shall keep copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for OAK RIDGE CONDOMINIUM available at reasonable hours to co-owners, prospective purchasers, and prospective mortgagees of condominium units in OAK RIDGE CONDOMINIUM.

ARTICLE II

ASSESSMENTS

Section 1. Personal Property Taxes. The ASSOCIATION shall be assessed as the person or entity in possession of any tangible personal property of OAK RIDGE 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. Receipts and Expenses. Except as otherwise provided herein, 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 OAK RIDGE CONDOMINIUM shall be expenses of administration within the meaning of Section 54 of Public Act No. 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 interest of the co-owners against liabilities or losses arising within, caused by or connected with the common elements or the administration of OAK RIDGE CONDOMINIUM shall be receipts of administration.

Section 3. Determination of Assessments. Assessments shall be determined pursuant to 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 OAK RIDGE CONDOMINIUM and a reasonable allowance for replacement reserves which accurately reflects current market value of the buildings and improvements and costs thereof from time to time obtaining and which allowance is kept as a separate fund solely for such purpose. The replacement reserve fund shall be equal to or greater than ten percent (10%) of the ASSOCIATION'S annual budget for the previous year. The minimum standard set herein may prove to be inadequate for a particular project. The ASSOCIATION of co-owners should carefully analyze OAK RIDGE CONDOMINIUM to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes. 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.

(b) Should the Board of Directors, at any time, determine in the sole discretion of the Board of Directors, that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of OAK RIDGE CONDOMINIUM, or to provide additions to the common elements not exceeding in amount ten percent (10%) of the ASSOCIATION'S annual operating budget for the year in question, the Board of Directors shall have the authority to levy such additional assessment or assessments as it shall deem to be necessary.

(c) Special assessments may be made by the Board of Directors to meet other needs or requirements of the ASSOCIATION including but not limited to, (1) assessments for capital improvements and (2) to purchase a unit upon foreclosure of the lien for assessments described in Article II, Section 7 hereof. The assessments referred to in this subsection shall not be valid unless approved by a majority of all the co-owners, at a duly constituted meeting convened for that purpose.

Section 4. Payment of Assessments

(a) All assessments levied against the co-owners to cover expenses of administration and otherwise shall be apportioned among and paid by the co-owners in accordance with the percentage of value allocated to each unit in the Master Deed without increase or decrease for the existence of any rights to the use of limited common elements appurtenant to a unit or for any improvements made thereto. Assessments shall be due and payable at such time as the Board of Directors shall determine, commencing with acceptance of a deed to a unit or with acquisition of fee simple title to a unit by any other means.

(b) 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. Assessments shall be due on the first day of each month and, if not paid in full by the fifteenth (15th) of the month, any amount due and owing shall thereafter bear interest at the maximum applicable legal rate until paid in full.

(c) In addition to said interest, a reasonable late fee shall be charged if not paid by the fifteenth (15th) of the month to defray costs.

(d) Each co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments pertinent to his unit which may be levied while such co-owner is the owner thereof. If a co-owner is more than one (1) person, each such person shall be jointly and severally liable with each other such person.

Section 5. Waiver Ineffective. No co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use of enjoyment of any of the common elements or by the abandonment of his unit.

Section 6. Enforcement of Collection of Assessments. The ASSOCIATION may enforce collection of delinquent assessments by suit at law for a money judgment or by foreclosure of the lien securing payment in the same manner that real estate mortgages may be foreclosed by action under Michigan law. The ASSOCIATION shall notify any mortgagee of a unit of such default. The expenses incurred in collecting unpaid assessments, including interest, costs, and attorneys' 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 or her unit. A co-owner in default shall not be entitled to vote at any meeting of the ASSOCIATION so long as such default continues.

Section 7. Lien for Unpaid Assessments

(a) Sums assessed to a co-owner by the ASSOCIATION of co-owners which are unpaid constitute a lien upon the unit or units in the project 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 unpaid on a first mortgage of record except that past due assessments which are evidenced by a notice of lien, recorded as set forth in subparagraph (c), 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 OAK RIDGE CONDOMINIUM on behalf of the other co-owners.

(b) A foreclosure shall be in the same manner as a foreclosure under the laws relating to foreclosure of real estate mortgages by advertisement or judicial action.

(c) A foreclosure proceeding may not be commenced without recordation and service of notice of lien in accordance with the following:

(1) Notice of lien shall set forth:

(i) The legal description of the condominium unit or condominium units to which the lien attaches.

(ii) The name of the co-owner of record thereof.

(iii) The amounts due the ASSOCIATION at the date of the notice, exclusive of interest, costs, attorney fees and future assessments.

(2) The notice of lien shall be in recordable form, executed by an authorized representative of the ASSOCIATION and may contain other information as the ASSOCIATION of co-owners may deem appropriate.

(3) The notice of lien shall be recorded in the office of Register of Deeds of Washtenaw County and shall be served upon the delinquent co-owner by first class mail, postage prepaid, addressed to the last known address of the co-owner at least ten (10) days in advance of commencement of foreclosure proceedings.

(d) The ASSOCIATION, acting on behalf of all co-owners, may bid at the foreclosure sale and acquire, hold, lease, mortgage, or convey the condominium unit.

(e) An action to recover money judgments for unpaid assessments may be maintained without foreclosing or waiving the lien.

(f) An action for money damages and foreclosure may be combined in one action.

(g) A receiver may be appointed in an action for foreclosure of the assessment lien and may be empowered to take possession of the condominium unit, if not occupied by the co-owner, and to lease the condominium unit and collect and apply the rental therefrom.

Section 8. Assessment and Sale of a Unit

(a) Upon the sale or conveyance of a condominium unit, all unpaid assessments against a 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:

(1) Amounts due the state, or any subdivision thereof, or any municipality for taxes and special assessments due and unpaid on the condominium unit.

(2) Payment due under a first mortgage having priority thereto.

(b) A purchaser or grantee is entitled to a written statement from the ASSOCIATION setting forth the amount of unpaid assessments 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 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 at least five (5) days before the sale, the purchaser or grantor shall be liable for any unpaid assessments against the unit together with interest, late fees, costs and attorneys' fees incurred in collection.

Section 9. Payment of Assessments by Developer. Until such time as the regular monthly assessments paid by co-owners other than the developer shall be sufficient to support the total costs of administration (excluding reserves), the developer shall pay the balance of such administrative costs (excluding reserves) on account of the units owned by it.

After the time at which the regular monthly assessments paid by co-owners other than the developer are sufficient to support the total costs of administration (excluding reserves), the developer shall be assessed by the ASSOCIATION for actual costs, if any, incurred by the ASSOCIATION which are directly attributable to the units completed and still owned by the developer, together with a pro rata share of costs of administration other than costs attributable to the maintenance of dwellings, such as legal fees, accounting fees, liability insurance premiums and maintenance of the landscaping, drives and walks. Completion occurs when a Certificate of Occupancy is obtained for a unit. Provided, that if a unit owned by developer is leased or otherwise occupied on a permanent basis by a person holding under or through the developer, the developer shall pay all regular monthly assessments with respect to such unit forthwith.

10. Future Special Assessments for Glazier Way. Developer has agreed with the City of Ann Arbor to participate in a special assessment for the improvement of Glazier Way when undertaken by the City. These improvements shall include street paving, curb and gutter, street lighting, bikeway/walkway, storm sewer, etc. The amount of the assessment will be based upon 210 lineal feet of frontage on Glazier Way. The ASSOCIATION has and does assume the obligation of the developer. Each co-owner should expect to pay a per unit special assessment should such improvements ever be made.

ARTICLE III

ARBITRATION

Section 1. Submission to Arbitration. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Master Deed, these Bylaws, or the management agreement, if any, or any disputes, claims or grievances arising among or between co-owners and the ASSOCIATION shall, upon the election and written consent of the parties to any such disputes, claims or grievances and written notice to the ASSOCIATION, be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time thereafter shall be applicable to any such arbitration.

Section 2. Access to Courts. No co-owner or the ASSOCIATION shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

Section 3. Election to Arbitrate. Election by co-owners or the ASSOCIATION to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

ARTICLE IV

INSURANCE

Section 1. Coverage. The ASSOCIATION shall carry fire and extended coverage, vandalism and malicious mischief and liability insurance, and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the common elements of OAK RIDGE CONDOMINIUM and all other property covered by the form of policy of insurance providing this coverage, 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 interest 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 insurance coverage at his or her own expense upon his or her unit, but this shall in no way affect the policies carried by the ASSOCIATION or the assessment made therefor to this unit by the ASSOCIATION. It shall be each co-owner's responsibility to obtain insurance coverage for his personal property located within his unit or elsewhere in OAK RIDGE CONDOMINIUM, and for any upgrades to standard features of the unit, and for his personal liability for occurrences within his unit, and also for alternative living expenses in event of fire, and the ASSOCIATION shall have absolutely no responsibility for obtaining such coverages. 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 right of subrogation as to any claims against any co-owner or the ASSOCIATION.

(b) All common elements of OAK RIDGE CONDOMINIUM shall be insured against fire and other perils covered by a standard extended coverage endorsement, 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 include interior walls within any unit and the pipes, wires, conduits and ducts contained therein and shall further include all fixtures, equipment and trim within a unit which were furnished with the unit as standard items in accord with the plans and specifications thereof as do not exceed the cost of such standard items. Any improvements made by a co-owner within his unit shall be covered by insurance obtained by and at the expense of said co-owner; provided 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 assessments against said co-owner under Article II hereof.

(c) All premiums upon insurance purchased by the ASSOCIATION pursuant to these Bylaws shall be expenses of administration.

(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 interest may appear, provided, however, whenever repair or reconstruction of OAK RIDGE CONDOMINIUM shall be required as provided in Article V of these Bylaws, or by any regulatory agreement appurtenant thereto, the proceeds of any insurance received by the ASSOCIATION as a result of any loss requiring repair or reconstruction shall be applied for such repair and reconstruction, in the manner therein provided.

(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 case of damage to a general common element, the deductible shall be paid by the ASSOCIATION.

Section 2. Power of Attorney. Each co-owner, by ownership of a unit in OAK RIDGE 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 fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to OAK RIDGE CONDOMINIUM, his unit and the common elements appurtenant thereto for OAK RIDGE 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 respective mortgagees, as their interest 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 OAK RIDGE CONDOMINIUM as shall be necessary or convenient to the accomplishment of the foregoing.

ARTICLE V

RECONSTRUCTION OR REPAIR

Section 1. Determination. If any part of OAK RIDGE CONDOMINIUM shall be damaged, the determination of whether or not it shall be reconstructed or repaired shall be made as follows:

(a) If no more than fifty percent (50%) of the total number of units of OAK RIDGE CONDOMINIUM are damaged, the property shall be rebuilt or repaired.

(b) Otherwise, a vote of the co-owners and mortgagees shall be taken within thirty (30) days after the damage occurs, and the project shall be rebuilt only if a majority votes in favor thereof. For purposes of this section, voting shall be by value as to the co-owners and each mortgagee shall have one (1) vote per unit mortgaged.

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

Section 3. Responsibilities. If the damage is only to a part of the 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.

Section 4. Co-owner's Responsibilities. Each co-owner shall be responsible for the reconstruction, repair and maintenance of the interior of his unit, including but not limited to, floor coverings, wall coverings, window shades, draperies, interior nonload bearing walls, 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 free-standing or built-in. In the event of any damage to the above-enumerated items which is covered by insurance held by the ASSOCIATION for the benefit of a co-owner or the co-owners, then the reconstruction or repair shall be the responsibility of the ASSOCIATION up to the amount of the insurance proceeds, providing, however, that any deductible amount be paid by the co-owner to whom the damage occurred. If any other interior portion of a unit, not enumerated above, 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.

Section 5. Damage to General Common Elements. The ASSOCIATION shall be responsible for the reconstruction, repair and maintenance of the common elements except if any damage thereto is caused by a co-owner, which damage is not covered by insurance, then the co-owner may be held responsible therefor. 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. 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 Bylaws for other assessments.

Section 6. Structural Repair or Modifications. A co-owner who desires to make a structural repair or modification of his or her unit shall first obtain all approvals set forth in Article VIII, Section 2.

Section 7. Access to Units. Any person designated by the ASSOCIATION, shall have access to each unit as necessary during reasonable hours, 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 unit without notice for making emergency repairs necessary to prevent damage to other units or the common elements or both.

ARTICLE VI

EMINENT DOMAIN

Section 1. Taking by Eminent Domain. The following provisions shall control upon any taking by eminent domain:

- (a) If any portion of the common elements is taken by eminent domain, the award therefor shall be allocated to the co-owners in proportion to their

respective undivided interest in the common elements. 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 more than two-thirds (2/3) of co-owners and mortgagees based upon assigned voting rights shall be binding on all co-owners.

(b) If a condominium unit is taken by eminent domain, the undivided interest in the common elements appertaining to the 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 court shall enter a decree reflecting the reallocation of undivided interests produced thereby, and the award shall include, without limitation, just compensation to the co-owner of the condominium unit taken for the co-owner's undivided interest in the common elements as well as for the condominium unit. The award shall be paid to the co-owner and the co-owner's mortgagee jointly as their interests appear.

(c) 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 project in proportion to their respective undivided interests and 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 revested in the co-owner pursuant to subsection (d), as well as for that portion of the condominium unit taken by eminent domain.

(d) 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.

(e) 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.

ARTICLE VII

LEASING

Section 1. Restrictions on Leasing. 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 to a potential lessee, and at the same time, shall supply the ASSOCIATION with a copy of the exact lease form for its review for compliance with condominium documents. A copy of the executed lease shall be filed with the ASSOCIATION. If the proposed lease is for a term shorter than six (6) months, the co-owner lessor must obtain the Board of Directors' approval in writing prior to entering into the lease. The Board of Directors' approval shall not unreasonably be withheld. The co-owner lessor shall use the lease form prescribed by the ASSOCIATION. A developer proposing to rent condominium units before the transitional control date shall notify either the advisory committee or each co-owner in writing.

Section 2. Compliance with Condominium Documents. Tenants or non-co-owner occupants shall comply with all of the conditions of the condominium documents of the condominium project and all leases and rental agreements shall so state.

Section 3. Non-Compliance. 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:

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

(b) 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.

(c) 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 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 caused by the co-owner or tenant in connection with the condominium unit.

Section 4. Arrearage in Assessments. When a co-owner is in arrearage to the ASSOCIATION for assessments, the ASSOCIATION may give written notice of the arrearage to a 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 of co-owners. The deductions shall not be a breach of the rental agreement or lease by the tenant. Failure to so deduct and pay the arrearage on future assessments shall render the tenant personally liable for the assessments from and after the receipt of such notice.

ARTICLE VIII

RESTRICTIONS

Section 1. Use. No unit shall be used as other than one (1) single-family residence.

Section 2. Alterations. No co-owner shall make alterations in exterior appearance or make structural repairs or modifications to his unit or make changes in any of the common elements, limited or general, including the placement, erection or construction of any thing or structure, without the express written approval of the Board of Directors, including (but not by way of limitation) exterior painting or the erection of antennas, lights, aerials, awnings, doors, shutters or other exterior attachments or modification, 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. All window coverings visible from the exterior shall be off-white in color.

Section 3. Prohibited Activities. No immoral, improper, unlawful or offensive activity shall be carried on in any unit or upon the common elements, limited or general, nor shall anything be done which may be or become an annoyance or a nuisance to the co-owners of OAK RIDGE 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 unit or on the common elements anything that will increase the rate of insurance on OAK RIDGE 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 prohibited or not.

Section 4. Pets. Pets are permitted subject to the approval of the Board of Directors of the ASSOCIATION or of the Developer prior to the transitional control date. Such approval shall be obtained prior to the establishment of a pet in a unit. The ASSOCIATION may enact regulations regarding the care for and behavior of pets pursuant to its rule-making capacity hereunder. Repeated breach of the regulations may constitute grounds for revocation of permission to keep the pet.

Section 5. Storage of Vehicles. No housetrainers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, snowmobiles, snowmobile trailers or any vehicle other than an automobile or motorcycle may be stored or parked upon the premises of OAK RIDGE CONDOMINIUM, except in the concealed parking spaces allotted to the co-owner's unit. The seventeen (17) open air parking spaces are for the use of co-owner's guests; no co-owner shall appropriate one of these spaces for the co-owner's individual use, inconsistent with this general intent.

Section 6. Leasing of Parking Spaces. Parking spaces may be leased to other residents of the condominium. Parking spaces may be leased to non-residents only if the written approval of the Board of Directors is obtained prior to entering into the lease. Co-owners shall register with the ASSOCIATION all cars maintained on the premises at such time as the ASSOCIATION may require.

Section 7. Use of Common Elements. Sidewalks, yards, landscaped areas, driveways, roads, parking areas, stairways and hallways 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 or any other articles may be left unattended on or about the common elements. The doors to individual units

shall be kept closed at all times they are not in use. Trash shall be deposited in designated areas.

Section 8. Signs. No signs or other advertising devices, with the sole exception of construction signs and "For Sale" signs, in the discretion of the developer, shall be displayed which are visible from the exterior of a unit or on the common elements without written permission from the ASSOCIATION and the developer.

Section 9. Terraces and Patios. All terraces and patios shall be kept neat, orderly, and clear of clutter and debris. All carpeting of terraces and patios and deck furniture shall be in neutral colors approved by the Board of Directors of the ASSOCIATION. All patio, terrace and deck furniture shall be properly stored in the winter.

Section 10. Landscaping. All landscaping must be approved by the ASSOCIATION prior to installation.

Section 11. Regulations. Reasonable regulations consistent with the Condominium Act, the regulations promulgated thereunder, the Master Deed and these Bylaws, concerning the use of the common elements may be made and amended from time to time by any Board of Directors of the ASSOCIATION, including the First Board of Directors (or its successors elected by the developer) prior to the First Annual Meeting of Members. Prior to the transitional control date, all rules and regulations must be approved by the Developer. All copies of 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 except that the co-owners may not revoke any regulation or amendment prior to said First Annual Meeting of Members.

Section 12. Duty of Due Care. Each co-owner shall maintain his or her unit and any limited common elements appurtenant thereto 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 elements in a unit which are appurtenant to any other unit. Each co-owner shall be responsible for damages or costs to the ASSOCIATION resulting from negligent damage to or misuse of any of the common elements by him or her, or his family, guest, agents or invitees, unless such damages or costs are covered by insurance carried by the ASSOCIATION in which case the co-owner's responsibility shall be limited to the deductible amount thereunder. 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.

ARTICLE IX

MORTGAGEES

Section 1. Mortgagees. Any co-owner who mortgages his unit shall notify the ASSOCIATION of the name and address of the mortgagee, and the ASSOCIATION shall maintain such information in a book entitled "Mortgagees of Units." The ASSOCIATION may, at the written request of a mortgagee of any such unit, report any unpaid assessments due from the co-owner of such unit.

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

ARTICLE X

AMENDMENTS

Section 1. Amendment of Master Deed. The provisions for amendment of the Bylaws in this Article X are in addition to and not in limitation of the provisions for amendment of the Master Deed of which these Bylaws are a part.

Section 2. Proposal. Amendments to these Bylaws may be proposed by the Board of Directors of the ASSOCIATION acting upon the vote of the majority of the Directors, or by one-third (1/3) or more in number of the members of the ASSOCIATION either by a meeting as members, or by instrument in writing signed by them. Upon an amendment being so proposed, a meeting of the co-owners for consideration of the same shall be duly called in accordance with the provision of the ASSOCIATION Bylaws.

Section 3. Amendment by Board of Directors. These Bylaws 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 the co-owners, mortgagees or other interested parties.

Section 4. Amendment by the Association. These Bylaws may be amended by the affirmative vote of two-thirds (2/3) of the co-owners and mortgagees in writing or at a meeting duly constituted for that purpose. A mortgagee shall have one (1) vote for each mortgage held.

Section 5. Costs. A person causing or requesting an amendment to these Bylaws shall be responsible for costs and expenses of the amendment except for amendments approved under Section 2 or 3 hereof, in which case the cost shall be expenses of administration.

Section 6. Copies. When approved by the administrator under the Condominium Act, the amendment shall be recorded at the Register of Deeds for Washtenaw County and a copy delivered to each co-owner. The amendment shall not take effect until recording.

ARTICLE XI

COMPLIANCE

Section 1. Compliance. All present and future co-owners, tenants and any other persons or occupants having an interest in or using the facilities of OAK RIDGE CONDOMINIUM in any manner are subject to and shall comply with the Condominium Act, as amended, the Master Deed, Bylaws, the Articles of Incorporation of the ASSOCIATION, the ASSOCIATION Bylaws, and the rules and regulations adopted from time to time by the ASSOCIATION.

ARTICLE XII

DEFINITIONS

Section 1. Terms. All terms used herein shall have the same meaning as set forth in the Master Deed to which these Bylaws are attached as an Exhibit or as set forth in the Act.

ARTICLE XIII

REMEDIES FOR DEFAULT

Section 1. Notice and Remedies. Any default by a co-owner shall entitle the ASSOCIATION or other co-owner or co-owners to the following relief, after having first given such defaulting co-owner written notice of such default, which notice shall also state that if such default is not cured on or before a specified date which is at least thirty (30) days after the mailing of such notice of default, one (1) or more of the remedies for default specified in this Article shall be pursued:

(a) Failure to comply with any of the terms or provisions of the Condominium documents shall be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if for default in payment of assessment) or any combination thereof, and which relief may be sought by the ASSOCIATION or, if appropriate, by an aggrieved co-owner or co-owners.

(b) In any proceeding arising because of an alleged default by any co-owner, the ASSOCIATION, if successful, shall be entitled to recover the cost of the proceeding and such reasonable attorneys' fees (not limited to statutory fees) as may be determined by the Court, but in no event shall any co-owner be entitled to recover such attorneys' fees.

(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 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 any of the Condominium documents, including any rules and regulations adopted by the ASSOCIATION.

(d) In lieu of or in addition to the other remedies herein set out, the ASSOCIATION may establish fines for violation of any of the provisions of the Condominium documents, which fines may be levied and, if unpaid, added to the assessment and collected as is set out in Article II hereof. A co-owner shall have the right to be heard before the ASSOCIATION at a meeting convened for that purpose prior to a fine being added to the co-owner's assessment.

(e) 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, provisions, covenant or condition in the future.

(f) All rights, remedies and privileges granted to the ASSOCIATION or any co-owner or co-owners pursuant to any terms, provisions, covenants or conditions of the aforesaid Condominium documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

ARTICLE XIV

SEVERABILITY

Section 1. Severability. In the event that any of the terms, provisions, or covenants of these Bylaws or the Condominium documents are held to 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.

OAK RIDGE CONDOMINIUM

Amendment to Article VIII, Section 4 of the Condominium By-Laws "Pets" as approved by the Board of Directors June 6, 1995. Please attach to your copy of the Master Deed as part of your permanent records.

The following replaces in full the original language of this Section:

Excepting those animals residing at the Condominium as of July 1, 1995, no pets other than birds shall be permitted on the general or limited commons elements. Birds so kept shall be commonly residential in habit: ducks, chickens, geese and the like are prohibited. No cats or dogs or reptiles of any sort are to be allowed at any time. The ASSOCIATION may enact regulations regarding the care for and behavior of pets pursuant to its rule-making capacity hereunder.

Co-owners having pets as of July 1, 1995 shall send a description of their pet (breed, color, weight, and height) to the ASSOCIATION. No replacement of or addition to the pets in residence as of this date shall be allowed.

Visiting pets whose visit is longer than 24 hours' duration shall be described by the responsible Co-owner in a notice to the ASSOCIATION.

Penalties for violation of any portion of this policy shall be such fines as the Board may deem appropriate. Repeated breach of this policy may constitute grounds for revocation of permission to keep the pet.

OAK RIDGE CONDOMINIUM

ASSOCIATION

BYLAWS

ARTICLE I.

ADOPTION OF CONDOMINIUM BYLAWS

The Bylaws of OAK RIDGE CONDOMINIUM (hereinafter known as the Condominium Bylaws) as attached to the Master Deed and recorded in Liber _____, Pages _____ through _____, Washtenaw County Records, are hereby incorporated by reference and adopted in their entirety as a part of the Bylaws of this corporation.

ARTICLE II.

MEETINGS

Section 1. Meetings of the ASSOCIATION shall be held at the principal office of the ASSOCIATION or at such other suitable place convenient to the co-owners as may be designated by the Board of Directors. Voting shall be as provided in the Condominium Bylaws. Meetings of the ASSOCIATION shall be conducted in accordance with Roberts Rules of Order when not otherwise in conflict with the Articles of Incorporation, and Bylaws of the Corporation, or the Condominium Master Deed or the law of the State of Michigan.

Section 2. The first annual meeting of the members of the corporation shall be held in accordance with the Condominium bylaws. The date, time and place of the first Annual Meeting shall be set by the Developer and at least fifteen (15) days' written notice thereof shall be given to each co-owner by the Developer. Thereafter, the annual meetings of the members of the ASSOCIATION shall be hold on the first Tuesday of April each succeeding year. At such meetings there shall be elected by ballot of the co-owners a Board of Directors in accordance with the requirements of Article III of these Bylaws. The co-owners may also transact at annual meetings such other business of the Corporation as may properly come before them.

Section 3. It shall be the duty of the president to call a special meeting of the co-owners as directed by resolution of the Board of Directors or upon a petition signed by one-third of the co-owners presented to the Secretary of the ASSOCIATION. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting unless the subject matter thereof has been stated in the notice.

Section 4. It shall be the duty of the Secretary (or other ASSOCIATION officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each co-owner of record, at least ten (10) days but not more than sixty (60) days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each co-owner at the address shown in the notice required to be filed with the ASSOCIATION

by Article I, Section 2 (e) of the Condominium Bylaws shall be deemed notice served. Any member may, by written waiver of notice signed by each member, waive such notice, and such waiver, when filed in the records of the ASSOCIATION shall be deemed due notice.

Section 5. If any meeting of co-owners cannot be held because a quorum is not in attendance, the co-owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 6. Except as otherwise provided herein or in the Condominium Bylaws, a simple majority of those co-owners present is sufficient for approval or disapproval of any matter brought up at any meeting of the ASSOCIATION.

ARTICLE III

BOARD OF DIRECTORS

Section 1. The affairs of the corporation shall be governed by a Board of Directors all of whom must be members of the corporation, except for the first Board of Directors designated in the Articles of Incorporation of the ASSOCIATION. Directors shall serve without compensation.

Section 2. The first Board of Directors designated in the Articles of Incorporation shall be composed of three (3) persons. The directors shall hold office until their successors have been elected and hold their first meeting. Successor boards shall be elected as provided in the Condominium Bylaws. The number of directors may be increased by an affirmative vote of a majority of the co-owners present at any duly constituted meeting after ninety percent (90%) of the units have been sold to the first co-owner thereof.

Section 3. The Board of Directors shall have the power and duties set forth in the Condominium Bylaws.

Section 4. Vacancies in the Board of Directors (including the First Board of Directors named in the Articles of Incorporation) caused by any reason other than the removal of a director by a vote of the members of the ASSOCIATION shall be filled by vote of the majority of the remaining directors. Each person so elected shall be a director until a successor is elected at the next annual meeting of the ASSOCIATION. Prior to the First Annual Meeting of Members, the Developer may remove and replace any or all of the Directors from time to time at its sole discretion.

Section 5. At any regular or special meeting of the ASSOCIATION duly called, any one or more of the directors may be removed with or without cause by a majority of the co-owners and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the co-owners shall be given an opportunity to be heard at the meeting.

Section 6. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing a majority

of the whole board shall be present.

Section 7. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director, personally, by mail, telephone or telegraph, at least ten (10) days prior to the date named for such meeting.

Section 8. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each director, given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of one (1) director.

Section 9. Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meetings of the Board shall be deemed waiver of notice by him of the time and place thereof. If all directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 10. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for purposes of determining a quorum.

Section 11. The Board of Directors shall require that all officers and employees of the ASSOCIATION handling or responsible for ASSOCIATION funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

ARTICLE IV

OFFICERS

Section 1. The principal officers of the ASSOCIATION shall be a President, who shall be chosen from the Board of Directors, and a Vice-President, Secretary and a Treasurer who need not be chosen from the Board. The directors may appoint an assistant Treasurer, and an assistant Secretary, and such other officers as in their judgment may be necessary. Any two (2) offices except that of President and Secretary may be held by one (1) person.

Section 2. The officers of the ASSOCIATION shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 4. The President shall be the chief executive officer of the ASSOCIATION and of the Board of Directors. He shall preside at all meetings of the ASSOCIATION and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint committees from among the members of the ASSOCIATION from time to time as he may in his discretion deem appropriate to assist in the conduct of the affairs of the ASSOCIATION.

Section 5. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board of Directors shall appoint some other member of the Board to so act on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

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

Section 7. The Treasurer shall have responsibility for ASSOCIATION funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the ASSOCIATION. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the ASSOCIATION, in such depositories as may, from time to time, be designated by the Board of Directors.

Section 8. The officers shall have such other duties, powers, and responsibilities as shall, from time to time, be authorized by the Board of Directors.

ARTICLE V

FINANCE

Section 1. The finances of the corporation shall be handled in accordance with the Condominium Bylaws.

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

Section 3. The funds of the corporation shall; be deposited in such bank as may be designated by the Directors and shall be withdrawn only upon the check or order of

such officers, employees or agents as are designated by resolution of the Board of Directors from time to time.

ARTICLE VI

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. Every director and every officer of the corporation shall be indemnified by the corporation 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 party, or in which he may become involved, by reason of his being or having been a Director or Officer of the corporation, 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 or gross negligence in the performance of his duties; provided that, in the event of any claim for reimbursement of 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 interest of the ASSOCIATION, and ten (10) days' notice must be given to each of the co-owners before payment may be made hereunder. 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. The Board of Directors shall authorize and direct the purchase of insurance against the liabilities indemnified in this paragraph. This Article VI may not be amended except by an affirmative vote of a two-thirds (2/3rds) majority of all co-owners.

ARTICLE VII

AMENDMENTS

Section 1. Except as otherwise provided herein, these Bylaws (but not the Condominium Bylaws) may be amended by the ASSOCIATION at a duly constituted meeting for such purpose, by an affirmative vote of a simple majority of all co-owners.

Section 2. Amendments to these Bylaws may be proposed by the Board of Directors of the ASSOCIATION acting upon the vote of the majority of the Directors, or by one-third (1/3rd) or more in number of the members of the ASSOCIATION either by a meeting as members, or by instrument in writing signed by them.

Section 3. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of Article II of these Bylaws.

ARTICLE VIII

COMPLIANCE

Section 1. These Bylaws are set forth to comply with the requirements of Act

No. 59 of the Public Acts of Michigan of 1978, as amended, and with the duly recorded Master Deed of NATURE COVE and all Exhibits attached hereto. In case any of these Bylaws conflict with the provisions of said statute or with the provisions of said Master Deed or the Exhibits thereto, the provisions of the statute and said Master Deed shall be controlling.

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EXHIBIT 'B' TO THE MASTER DEED OF

OAK RIDGE CONDOMINIUM

TOWNSHIP OF ANN ARBOR, WASHTENAW COUNTY, MICHIGAN

ARCHITECT

Hobbs + Black Assoc. Inc.
100 N. State Str.
Ann Arbor, Michigan 48104

SURVEYOR

Atwell - Hicks, Inc.
1241 S. Maple Road
Ann Arbor, Michigan 48103

DEVELOPER / OWNER

Guenther Building Co.
2864 Carpenter Road
Ann Arbor, Michigan 48108

LEGAL DESCRIPTION

DESCRIPTION OF THE WORKING PART OF
MACHINE FOR INDICATION AS
PUBLIC LAW (RELATIVE 44)

constructed at the southwest corner of Section 16, T16S, R6E, in the City of Ann Arbor, Michigan, thence N89°09'W 218.26 feet along the north line of said section, thence S19°16'W 47.16 feet, thence S18°09'38W 333.49 feet, thence N1°01'30"W 65.66 feet to the Point of Beginning being part of the SW 1/4 of said section and containing 0.30 acres of land more or less.

[illegible]

DESCRIPTION OF A. 78-00 FROM EISEN
MOUNTAIN FOR PRELIMINARY ANALYSIS
70 PAGE PACKET, ACROSS SAMPLES COMPOSITION PACKET.

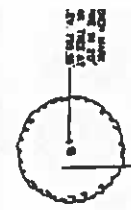
commencing the Northeast corner of Section 18, T7N, R6E, City of Assampong, Highland County 39°10'39"N - 60.00 feet along the West line of said section for a PLACE OF BEEHIVES; thence N89°10'39"E 39.90 feet along the proposed north line of Shiloh Way; thence S89°10'39"E 40.00 feet; thence S89°10'39"E 60.00 feet; thence S89°10'39"E 60.00 feet to the Place of Beginning, being a part of the NW 1/4 of said Section 18, containing 0.01 acres of land more or less, being subject to easements of Ewerly, if any.

**MEASUREMENTS OF 1-10 ACME PARTICLES PER
CUBIC METER POLLUTION AND PARTICLE**

[illegible]

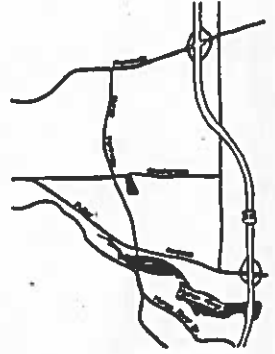
SHEET INDEX

- 1- Cover Sheet
- 2- Survey Plan
- 3- Site Plan
- 4- Utility Plan
- 5- Parking Level Plan
- 6- First Level Plan
- 7- Second Level Plan
- 8- Third Level Plan
- 9- Roof Plan
- 10- Building Sections

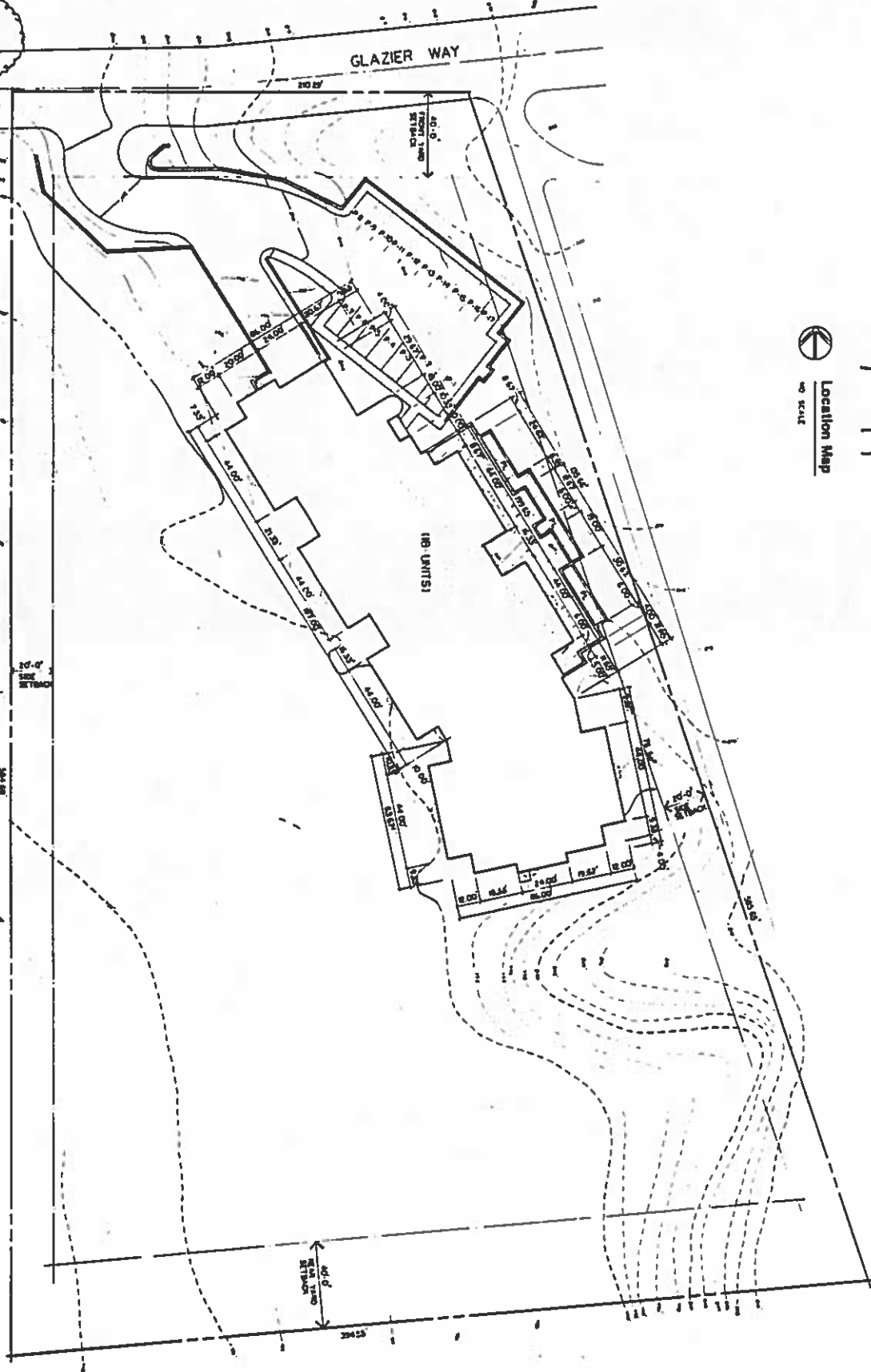


Site Plan

Location Map
 NO SCALE



- LEGEND
- GENERAL COMMON ELEMENT
 - LIMITED COMMON ELEMENT
 - PARKING SPACE
 - PLANTER



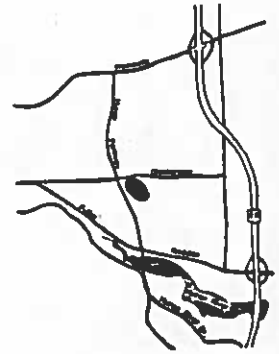
HOBBAS ASSOCIATES
 ARCHITECTS, PLANNERS
 & INTERIOR DESIGNERS
 100 N. Main St.
 Suite 200
 Portland, ME 04101
 Tel: 603.761.1234
 Fax: 603.761.1235
 Email: info@hobbas.com

GLAZIER WAY
 118 UNITS
 118 UNITS
 118 UNITS

Site Plan

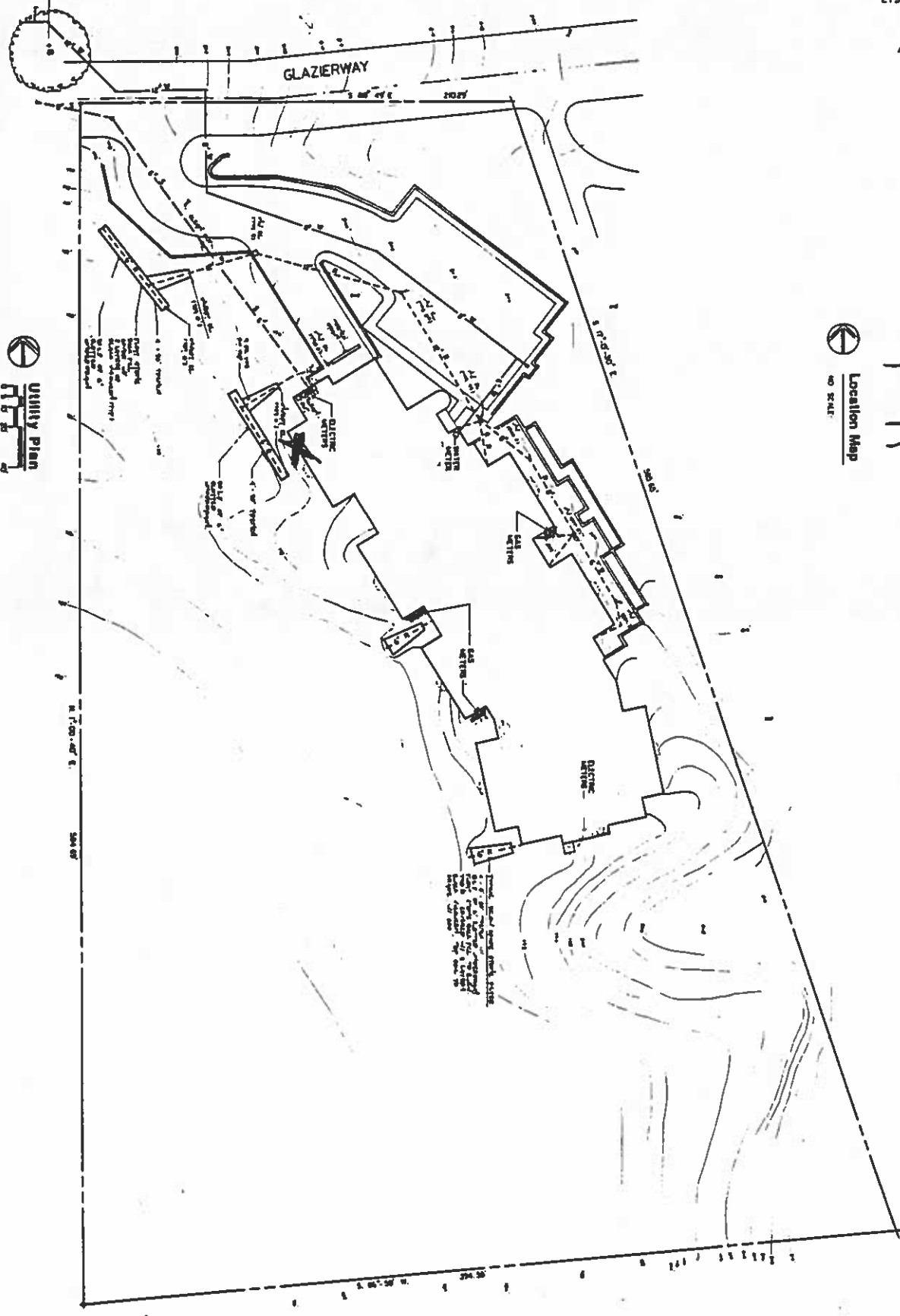
Page 35 of 42

HOBBAS ASSOCIATES



Location Map
 NO SCALE

- LEGEND
- STORM SEWER
 - SANITARY SEWER
 - WATER
 - HYDROELECTRIC
 - GAS
 - POWER
 - TELEPHONE
 - CABLE TELEVISION



Utility Plan
 1" = 100'

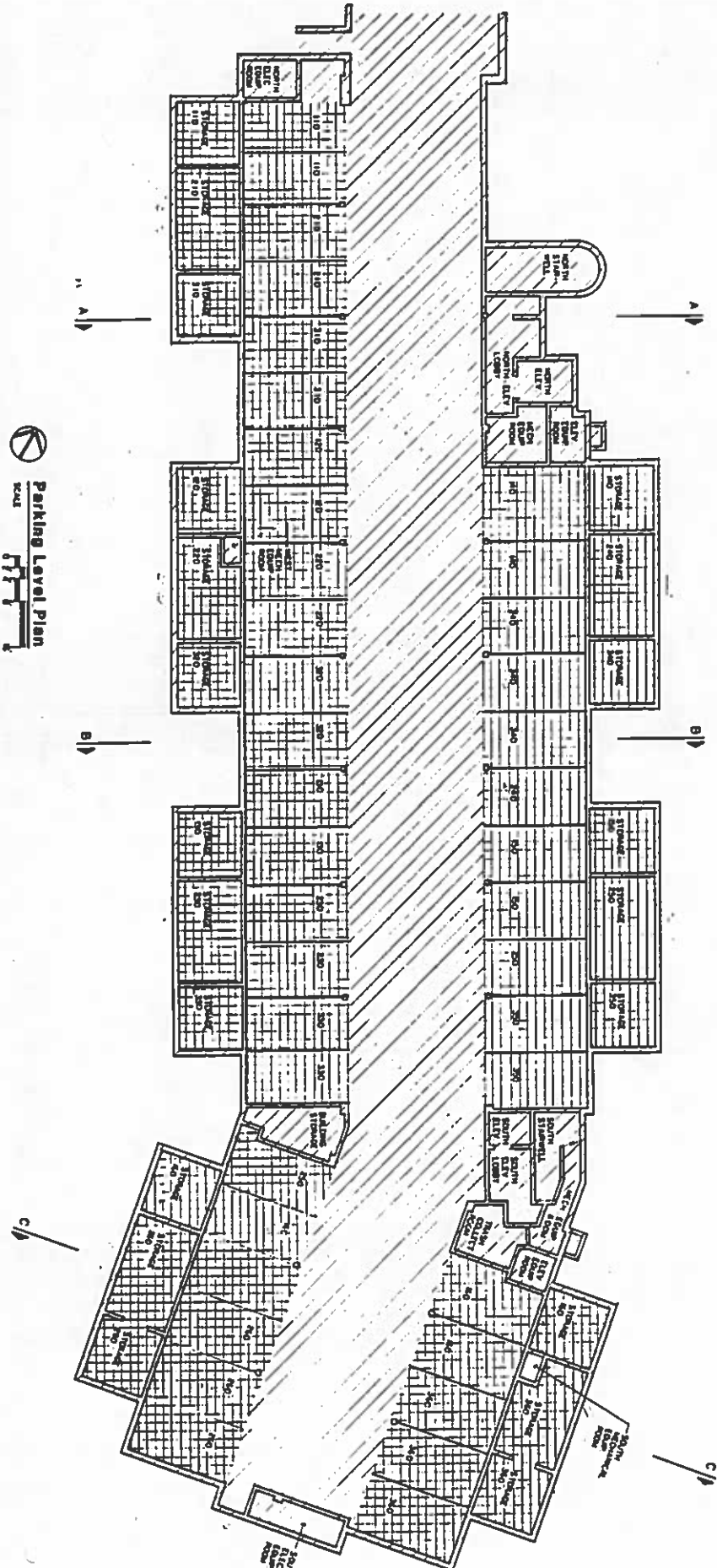
HOBBS & ASSOCIATES, INC.
 Architects, Planners
 & Interior Designers
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 E-mail: info@hobbsassoc.com



LEGEND

GENERAL COMMON ELEMENT

LIMITED COMMON ELEMENT

Parking Level Plan

SCALE

C/C

PROJECT NO.

DATE

DESIGN

DATE

3000 OAK RIDGE

CLARENCE WAY

ANN ARBOR, MI

HOBBS + ASSOCIATES

Architects, Planners

Interior Design

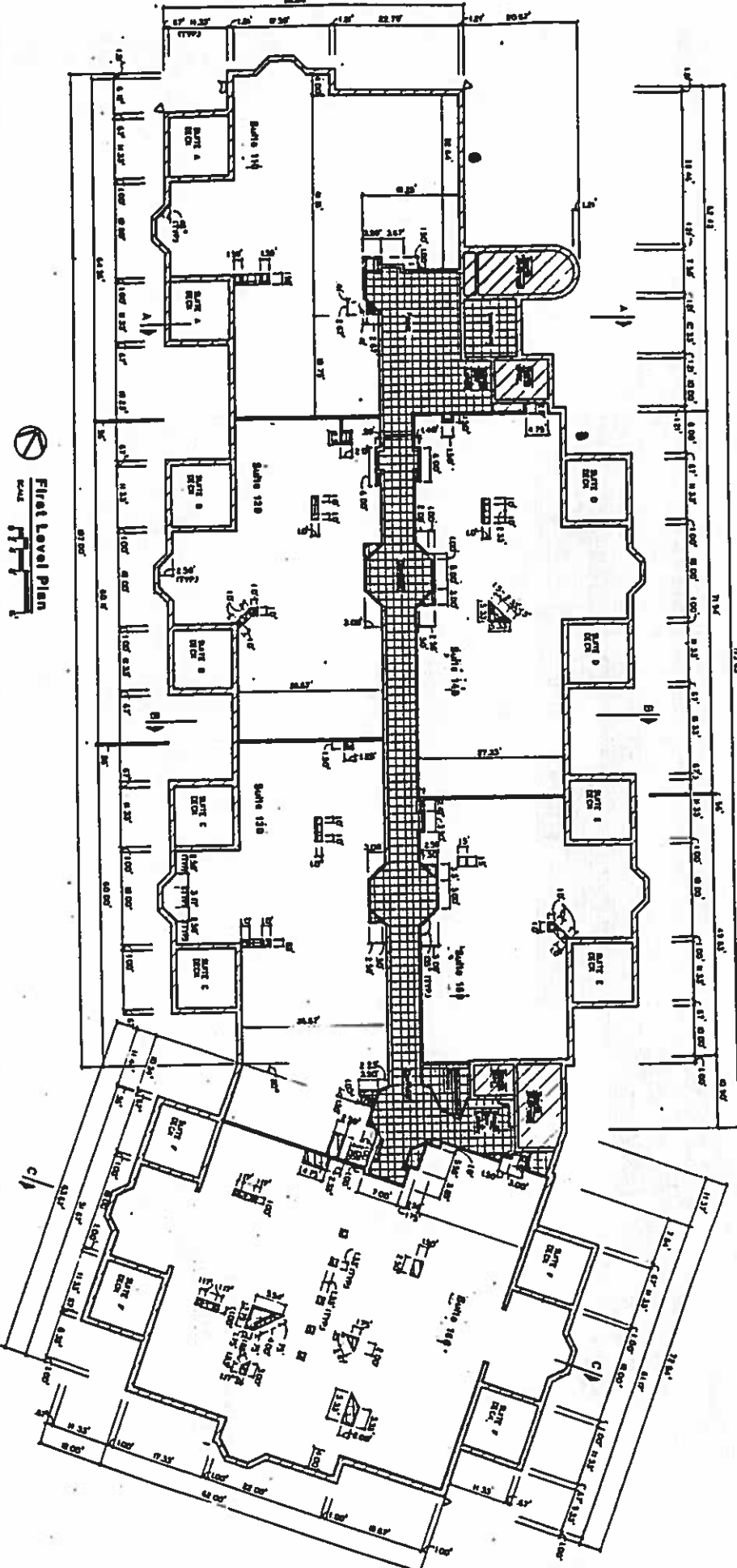
1000 South Zeeb Road

Ann Arbor, MI 48106

Phone: 313.769.1100

Fax: 313.769.1101

Internet: www.hobbsassoc.com



SECTION
GENERAL COMMON ELEMENT
LIMITED COMMON ELEMENT
LIMITS OF OWNERSHIP

▽ CORRIDOR POINT

ALL WALLS ARE CONSTRUCTED AT 90°
TO ONE ANOTHER

ALL EXTERIOR WALLS ARE 1.00 FOOT
THICK UNLESS OTHERWISE NOTED

ALL FLOOR AREAS SHOWN ARE CALCULATED
USING INTERIOR DIMENSIONS

HOBB
+BLAC
ASSOCIATE
IN

**Architecture, Planning
& Interior Design**

THE NEW YORK PUBLIC LIBRARY
ASTOR LENOX TILDEN FOUNDATION
155 E. 42ND STREET
NEW YORK 17, N.Y.



OAK
RIDGE

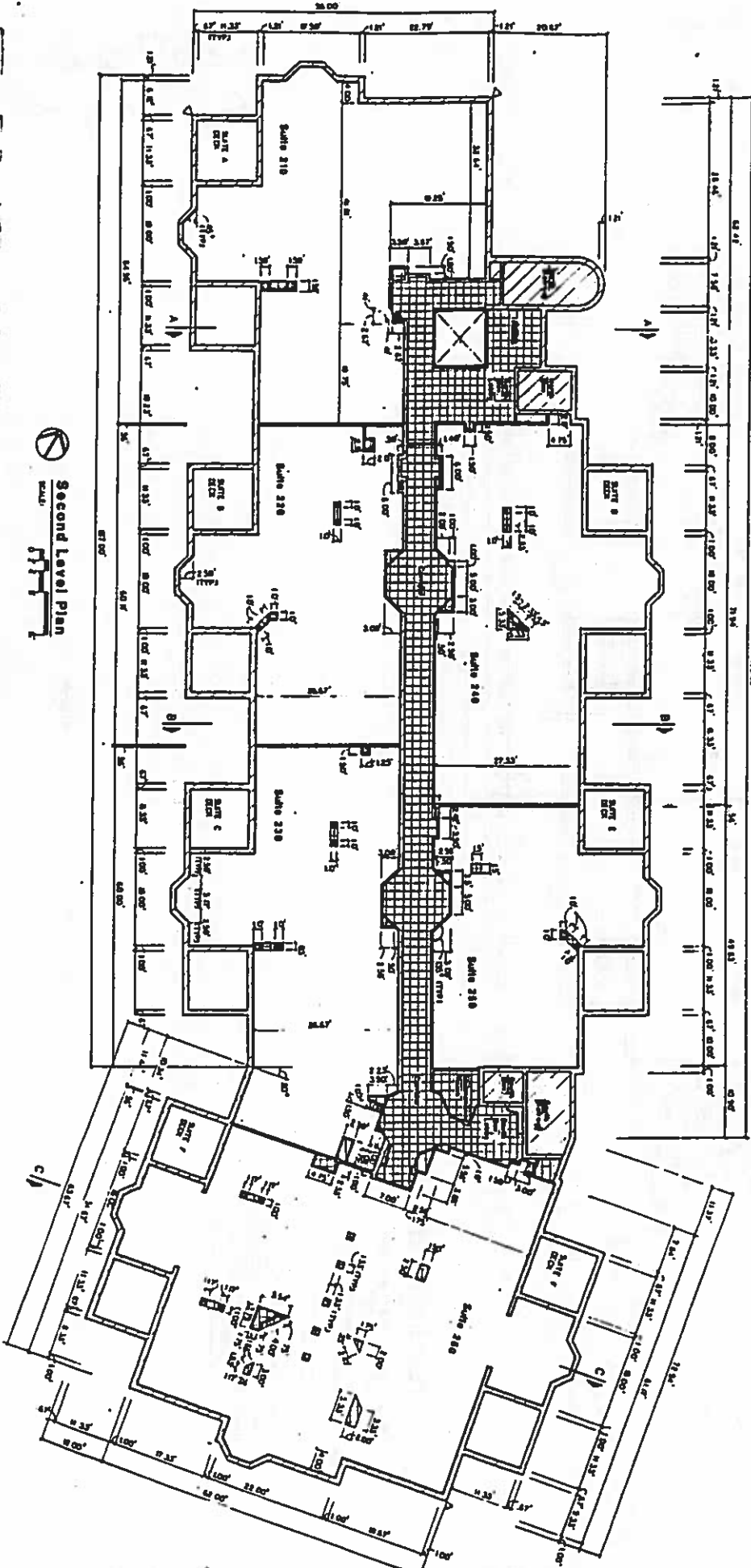
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43

1



Second Level Plan

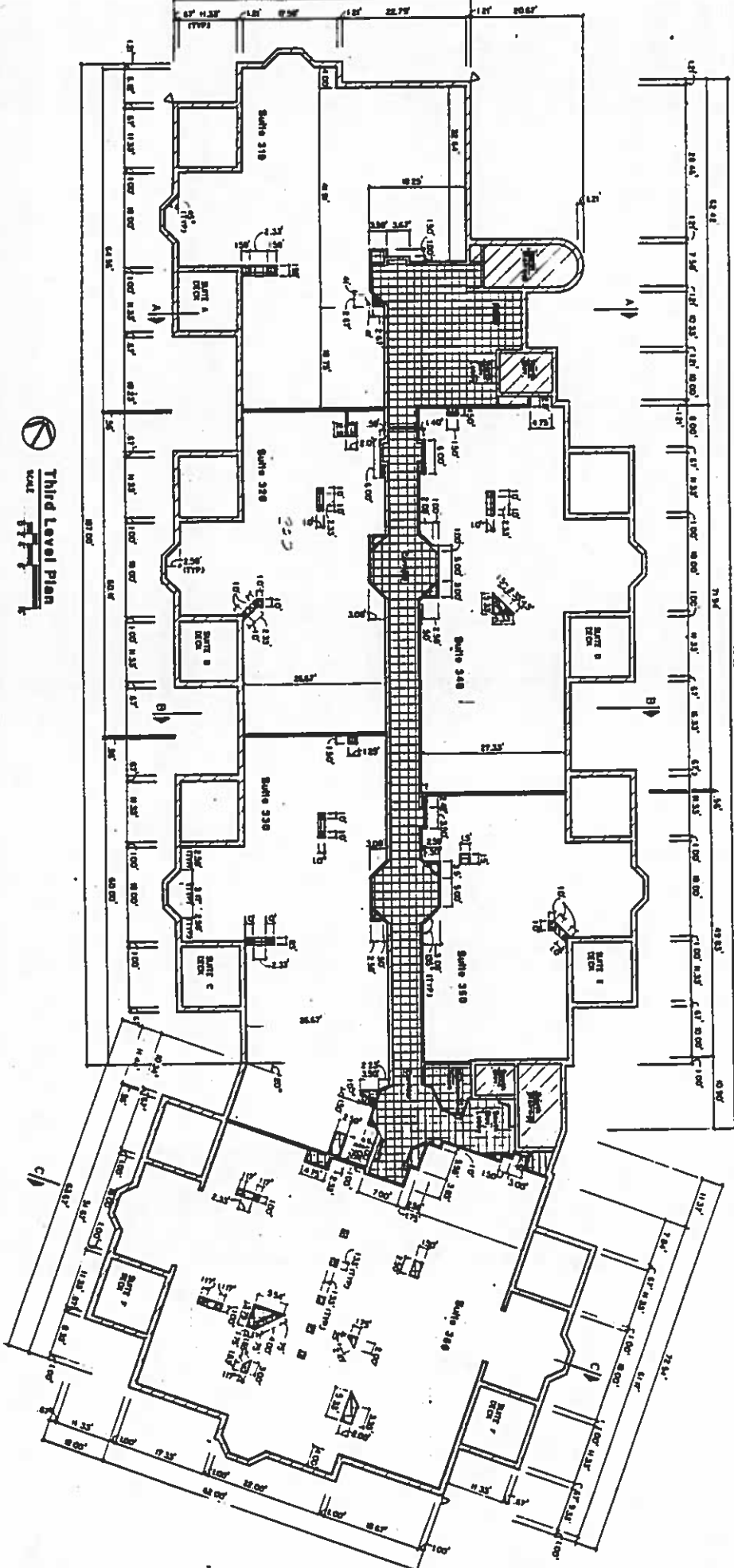
LEGEND

- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- LIMITS OF OWNERSHIP
- COORDINATE POINT

ALL WALLS ARE CONSTRUCTED AT 90° TO ONE ANOTHER

ALL EXTERIOR WALLS ARE 100 FOOT THICK UNLESS OTHERWISE NOTED

ALL FLOOR AREAS SHOWN ARE CALCULATED USING INTERIOR DIMENSIONS



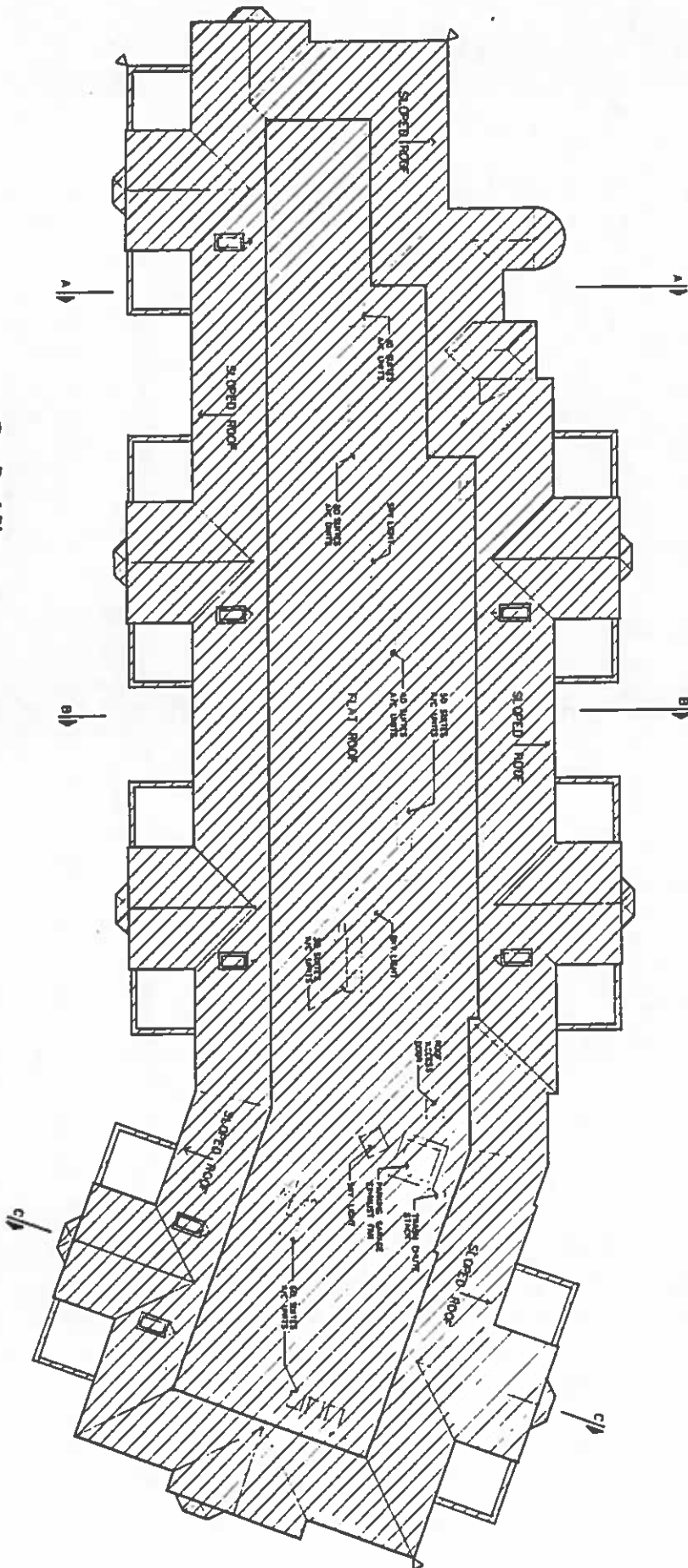
Third Level Plan
SCALE 1/8" = 1'-0"

ALL WALLS ARE CONSTRUCTED AT 90° TO ONE ANOTHER
ALL EXTERIOR WALLS ARE 100 FOOT THICK UNLESS OTHERWISE NOTED
ALL FLOOR AREAS SHOWN ARE CALCULATED USING INTERIOR DIMENSIONS

	GENERAL COMMON ELEMENT
	LIMITS OF OWNERSHIP
	COORDINATE POINT

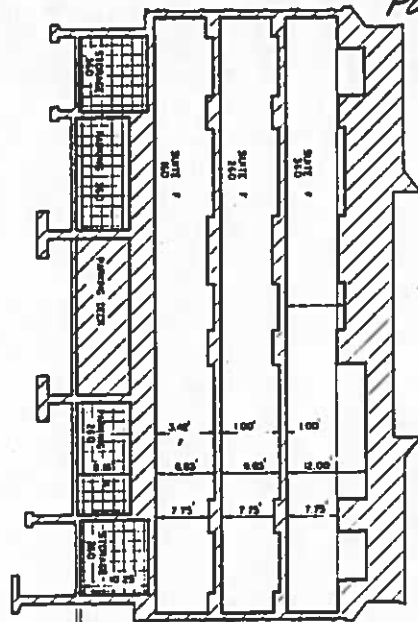


Roof Plan

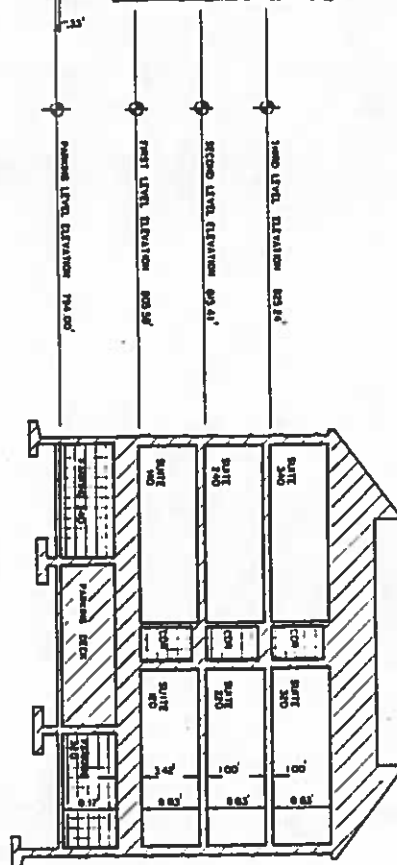
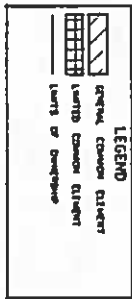


LEGEND	
	GENERAL COMMON ELEMENT
	LIMITED COMMON ELEMENT
	LIMITS OF OWNERSHIP
	COORDINATE POINT

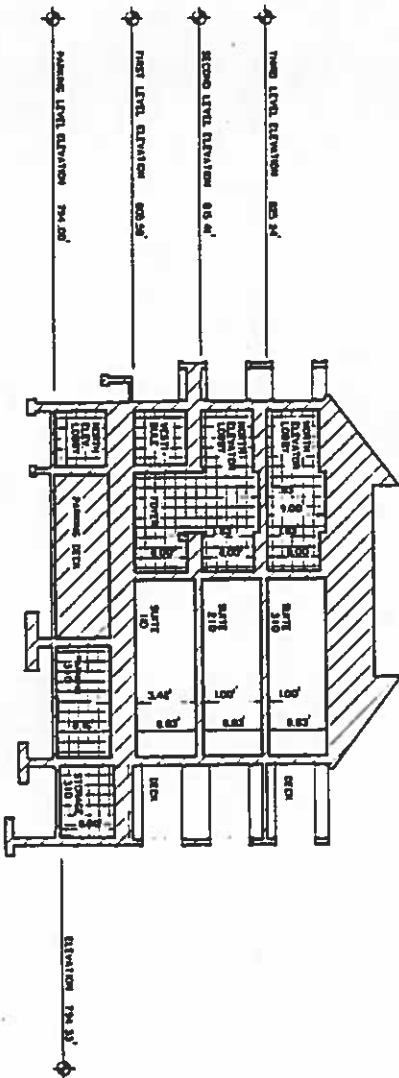
ALL WALLS ARE CONSTRUCTED AT 90° TO ONE ANOTHER
 ALL EXTERIOR WALLS ARE 100 FOOT THICK UNLESS OTHERWISE NOTED
 ALL FLOOR AREAS SHOWN ARE CALCULATED USING INTERIOR DIMENSIONS



Building Section C-C
SCALE: 1/8" = 1'-0"



Building Section B-B
SCALE: 1/8" = 1'-0"



Building Section A-A
SCALE: 1/8" = 1'-0"

3 2011 10
COURT REPORT CENTER

HOBBS
ASSOCIATES
ARCHITECTS
PLANNERS
& INTERIOR DESIGNERS
100 N. Main Street
New York, New York 10038
Tel: 212.691.1000
Fax: 212.691.1001
www.hobbsassociates.com



OAK RIDGE
PLANNING WAY
JAN ARSON, INC.

Building
Section
A-A

Scale: 1/8" = 1'-0"

MAR 9 8 58 AM '88

ROBERT F. GUENTHER
COUNTY CLERK/REGISTERFIRST AMENDMENT TO MASTER DEED
OAK RIDGE CONDOMINIUM

THIS AMENDMENT is made this 8th day of March, 1988 by Guenther Building Co., a Michigan corporation, developer of Oak Ridge Condominium.

RECITALS

The Master Deed of Oak Ridge Condominium was recorded in the office of the Washtenaw County Register of Deeds on the 9th day of February, 1988 at Liber 2207, Pages 351 through 392.

The purpose of this Amendment is to correct a scrivener's error, and is made by the Developer, pursuant to Paragraph 13 of the Master Deed.

AMENDMENT

Article VIII Section 1 of the OAK RIDGE CONDOMINIUM ASSOCIATION BYLAWS, Exhibit 3 to the Master Deed of Oak Ridge Condominium is hereby amended to read in its entirety as follows:

Section 1. These Bylaws are set forth to comply with the requirements of Act No. 59 of the Public Acts of Michigan of 1978, as amended, and with the duly recorded Master Deed of OAK RIDGE and all Exhibits attached hereto. In case any of these Bylaws conflict with the provisions of said statute or with the provisions of said Master Deed or the Exhibits thereto, the provisions of the statute and said Master Deed shall be controlling.

GUENTHER BUILDING CO.

By:

Robert F. Guenther, President

Beverly L. Sparrow
Deborah A. Blanchard
Deborah A. Blanchard

STATE OF MICHIGAN)
) ss.
COUNTY OF WASHTENAW)

Subscribed and sworn to before me this 8th day of March, 1988.

Deborah A. Blanchard
Deborah A. Blanchard Notary Public
Washtenaw County, Michigan
My commission expires: 12/3/91

Drafted by and Return to:

Margaret S. Austin
DOBSON, GRIFFIN, AUSTIN AND BERMAN, P.C.
500 City Center Building
Ann Arbor, Michigan 48104
(313) 761-3780