

Michigan Department of Consumer and Industry Services

Filing Endorsement

This is to Certify that the ARTICLES OF INCORPORATION - NONPROFIT

for

ARBOR COVE CONDOMINIUM ASSOCIATION

ID NUMBER: 776553

received by facsimile transmission on June 28, 2002 is hereby endorsed

Filed on June 28, 2002 by the Administrator.

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



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 28th day of June, 2002.

A handwritten signature in black ink, appearing to read "Andrew S. Heston".

, Director

Bureau of Commercial Services

**NON-PROFIT
ARTICLES OF INCORPORATION**

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

**ARTICLE I
NAME**

The name of the corporation is Arbor Cove Condominium Association.

**ARTICLE II
PURPOSES**

The purposes for which the corporation is formed are as follows:

- (a) To manage and administer the affairs of and to maintain Arbor Cove Condominium, a condominium (hereinafter called "Condominium");
- (b) To levy and collect assessments against and from the members of the corporation and to use the proceeds thereof for the purposes of the corporation;
- (c) To carry insurance and to collect and allocate the proceeds thereof;
- (d) To rebuild improvements after casualty;
- (e) To contract for and employ persons, firms or corporations to assist in management, operation, maintenance and administration of said Condominium;
- (f) To make and enforce reasonable regulations concerning the use and enjoyment of said Condominium;
- (g) To own, maintain and improve, and to buy, sell, convey, assign, mortgage, or lease (as landlord or tenant) any real and personal property, including, but not limited to, any Unit in the Condominium, any easements or licenses or any other real property, whether or not contiguous to the Condominium, for the purpose of providing benefit to the members of the corporation and in furtherance of any of the purposes of the corporation;
- (h) To borrow money and issue evidences of indebtedness in furtherance of any or all of the objects of its business; to secure the same by mortgage, pledge or other lien;
- (i) To enforce the provisions of the Master Deed and Bylaws of the Condominium and of these Articles of Incorporation and such Bylaws and Rules and Regulations of this corporation as may hereinafter be adopted;
- (j) To do anything required of or permitted to it as administrator of said Condominium by the Condominium Master Deed or Bylaws or by Act No. 59 of Public Acts of 1978, as amended; and
- (k) In general, to enter into any kind of activity in connection with the foregoing purposes, to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement and operation of said Condominium and to the accomplishment of any of the purposes thereof.

**ARTICLE III
ADDRESSES**

Address of the first registered office is 30100 Telegraph Road, Suite 100, Bingham Farms, Michigan 48125

Post office address of the first registered office (if different than above): _____

(Street Address)

_____, Michigan _____
(City)

(Zip Code)

**ARTICLE IV
RESIDENT AGENT**

The name of the first resident agent is Stephen J. Taglione.

**ARTICLE V
BASIS OF ORGANIZATION AND ASSETS**

Said corporation is organized upon a non-stock, membership basis.

The value of assets which said corporation possesses is- Real Property: None
Personal Property: None

Said corporation is to be financed under the following general plan: Assessment of members

**ARTICLE VI
INCORPORATOR**

The name of the incorporator is H. William Freeman and his place of business is 33 Bloomfield Hills Parkway, Suite 100, Bloomfield Hills, Michigan 48304.

**ARTICLE VII
EXISTENCE**

The term of corporate existence is perpetual.

**ARTICLE VIII
MEMBERSHIP AND VOTING**

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

- (a) The Developer of the Condominium and each Co-owner of a Unit in the Condominium shall be members of the corporation, and no other person or entity shall be entitled to membership; except that the subscriber hereto shall be a member of the corporation until such time as his membership shall terminate, as hereinafter provided.
- (b) Membership in the corporation (except with respect to the incorporator, who shall cease to be a member upon the recording of the Master Deed) shall be established by acquisition of fee simple title to a Unit in the Condominium and by recording with the Register of Deeds of Washtenaw County, Michigan, a deed or other instrument establishing a change of record title to such Unit and the furnishing of evidence of same satisfactory to the corporation (except that the Developer of the Condominium shall become a member immediately upon establishment of the Condominium) the new Co-owner thereby becoming a member of the corporation, and the membership of the prior Co-owner thereby being terminated. The Developer's membership shall continue until no Units remain to be created in the Condominium and until the Developer no longer owns any Unit in the Condominium.
- (c) The share of a member in the funds and assets of the corporation cannot be assigned, pledged, encumbered or transferred in any manner except as an appurtenance to his Unit in the Condominium.
- (d) Voting by members shall be in accordance with the provisions of the Bylaws of this corporation.

**ARTICLE IX
LIMITATION OF LIABILITY OF DIRECTORS**

No volunteer director, as that term is defined in Act 162, Public Acts of 1982, as amended ("Act"), shall be personally liable to the corporation or its members for monetary damages for breach of fiduciary duty as a director, provided that the foregoing shall not eliminate the liability of a director for any of the following: (i) breach of the director's duty of loyalty to the corporation or its members; (ii) acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law; (iii) a violation of Section 551(1) of the Act; (iv) a transaction from which the director derived an improper personal benefit; or (v) an act or omission that is grossly negligent. If the Act hereafter is amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the corporation, in addition to the limitation on personal liability contained herein, shall be limited to the fullest extent permitted by the amended Act. No amendment or repeal of this Article IX shall apply to or have any effect on the liability of any director of the corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

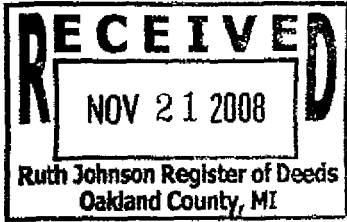
Signed this 28th day of June, 2002.

When filed, return to:

H. William Freeman, Esq.
FREEMAN, COTTON & NORRIS, P.C.
33 Bloomfield Hills Parkway, Suite 100
Bloomfield Hills, Michigan 48304



H. William Freeman, Incorporator



COPY

204151
LIBER 40731 PAGE 552
\$142.00 MISC RECORDING
\$4.00 RENOVATION
11/21/2008 04:06:17 P.M. RECEIPT# 97183

PAID RECORDED - OAKLAND COUNTY
RUTH JOHNSON, CLERK/REGISTER OF DEEDS

AMENDED AND RESTATED MASTER DEED ARBOR COVE CONDOMINIUM

THIS MASTER DEED is made and executed on this 31st day of October, 2008 by Glen Arbors LLC, hereinafter referred to as the "Developer," the post office address of which is 30100 Telegraph Road, Suite 366, Bingham Farms, Michigan 48025 in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act."

WHEREAS, the Developer desires by recording this Amended and Restated Master Deed, together with the Bylaws attached hereto as Exhibit "A" and the Condominium Subdivision Plan attached to the original Master Deed as Exhibit "B" (both of which are hereby incorporated herein by reference and made a part hereof), to establish the real property described in Article II below, together with the improvements located and to be located thereon, and the appurtenances thereto, as a completed residential Condominium Project under the provisions of the Michigan Condominium Act, amending and restating the Master Deed recorded June 14, 2002, in Liber 25887, Page 176, Oakland County Records.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Arbor Cove Condominium as a Condominium Project under the Act and does declare that Arbor Cove Condominium (hereinafter referred to as the "Condominium," "Project," or the "Condominium Project") shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Master Deed, the Bylaws and the Condominium Subdivision Plan, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Arbor Cove Condominium Association (the "Association") and any persons acquiring or owning an interest in the Condominium Project and their respective successors and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

ARTICLE I TITLE AND NATURE

The Condominium Project shall be known as Arbor Cove Condominium, Oakland County Condominium Subdivision Plan No. 1443. The Project consists of 94 duplex Condominium Units as shown on the Condominium Subdivision Plan. The engineering and architectural plans for the Project were approved by, and are on file with the City of Auburn Hills. The Condominium Project is established in accordance with the Michigan Condominium Act. The buildings contained in the Condominium, including the number, boundaries, dimensions, and area of each Unit therein, are set forth completely in the Condominium Subdivision Plan. Each building contains individual Units for residential purposes and each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have

an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project.

ARTICLE II LEGAL DESCRIPTION

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

A PART OF THE NORTHEAST 1/4 OF SECTION 1, T-3-N., R-10-E., CITY OF AUBURN HILLS, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 1; THENCE S. 89°28'57"W., 1256.19 FEET ALONG THE NORTH LINE OF SAID SECTION 1; THENCE THE FOLLOWING THREE COURSES BEING ALONG THE WESTERLY LINE OF "HAWTHORN FOREST" SUBDIVISION AS RECORDED IN LIBER 225, PAGES 24 THROUGH 30, OAKLAND COUNTY RECORDS: (1) S. 04°54'46"E., 725.62 FEET, AND (2) S. 02°24'51"E., 466.46 FEET, AND (3) S. 00°58'51"E., 501.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WESTERLY LINE S. 00°26'36"W., 290.79 FEET; THENCE S. 01°55'05"E., 1081.64 FEET (RECORDED AS S. 01°57'52"E., 1081.87 FEET) TO A CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF SAID "HAWTHORN FOREST" SUBDIVISION; THENCE S. 01 55'05"E., 11.11 FEET ALONG THE EXTENSION OF THE WESTERLY LINE OF SAID SUBDIVISION TO A POINT ON THE EAST-WEST 1/4 LINE OF SAID SECTION 1; THENCE N. 88°46'37"W., 1223.53 FEET ALONG SAID EAST-WEST 1/4 LINE TO A POINT ON THE EASTERLY 50 FOOT RIGHT OF WAY LINE OF SQUIRREL ROAD; THENCE THE FOLLOWING TWO COURSES ALONG SAID 50 FOOT RIGHT OF WAY LINE (1) N. 07°14'47"E., 984.64 FEET, AND (2) N. 05°35'01"E., 392.86 FEET; THENCE S. 89°23'15"E., 1026.55 FEET TO THE POINT OF BEGINNING AND CONTAINING 35.26 ACRES.

SUBJECT TO THE RIGHTS OF THE PUBLIC IN SQUIRREL ROAD.

SUBJECT TO ANY EASEMENTS, RIGHTS OF WAY, AND RESTRICTIONS RECORDED OR OTHERWISE AND ALL GOVERNMENTAL LIMITATIONS.

ARTICLE III DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits "A" and "B" hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of the Arbor Cove Condominium Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements, and other instruments affecting the establishment of, or transfer of, interests in Arbor Cove Condominium as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

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

Section 2. Association or Association of Co-owners. "Association" or "Association of Co-owners" means Arbor Cove Condominium Association, which is the non-profit corporation organized

under Michigan law of which all Co-owners shall be members, and which corporation shall administer, operate, manage, and maintain the Condominium.

Section 3. Board of Directors or Board. "Board of Directors" or "Board" means the Board of Directors of Arbor Cove Condominium Association, a Michigan non-profit corporation organized to administer, operate, manage, and maintain the Condominium.

Section 4. City. "City" means the City of Auburn Hills, Oakland County, Michigan.

Section 5. Condominium Bylaws or Bylaws. "Condominium Bylaws" or "Bylaws" means Exhibit "A" hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(8) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

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

Section 7. Condominium Documents. "Condominium Documents" means and includes this Master Deed, recorded pursuant to the Michigan Condominium Act, Exhibits "A" and "B" hereto, the Articles of Incorporation and rules and regulations, if any, of the Association, as all of the same may be amended from time to time, and any other instrument referred to in the Master Deed or Bylaws which affects the rights and obligations of Co-owners in the Condominium.

Section 8. Condominium Premises. "Condominium Premises" means and includes the land described in Article II above, all improvements, and structures thereon, and all easements, rights, and appurtenances belonging to Arbor Cove Condominium as described above.

Section 9. Condominium Project, Condominium or Project. "Condominium Project," "Condominium," or "Project" each mean Arbor Cove Condominium as a Condominium Project established in conformity with the Michigan Condominium Act.

Section 10. Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit "B" hereto. The Plan assigns a number to each Condominium Unit and includes a description of the location and approximate size of the Unit and certain Common Elements.

Section 11. Consolidating Master Deed. "Consolidating Master Deed" means this final amended Master Deed that shall describe Arbor Cove Condominium as a completed Condominium Project and reflects the entire land area in the Condominium Project resulting from parcels that may have been added to and/or withdrawn from the Condominium from time to time, and all Units and Common Elements therein, as constructed, and expresses percentages of value pertinent to each Unit as finally readjusted. This Consolidating Master Deed, shall be recorded in the office of the Oakland County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto. The Units and Common Elements in the Condominium are constructed in substantial conformance with the proposed Condominium Subdivision Plan attached to the original Master Deed as Exhibit "B". Accordingly, the Developer is satisfying the obligation to record an "as built" Condominium Subdivision Plan by filing a certificate in the office of the Oakland County Register of Deeds confirming that the Units and Common Elements "as built" are in substantial conformity with

the proposed Condominium Subdivision Plan and that no Consolidating Master Deed other than this final amended Master Deed need be recorded.

Section 12. Co-owner or Owner. "Co-owner" means a person, firm, corporation, partnership, association, trust, or other legal entity or any combination of those entities, which owns one or more Condominium Units in the Condominium Project. The term "Owner," wherever used, shall be synonymous with the term "Co-owner." "Co-owner" includes land contract vendees and land contract vendors, who are considered jointly and severally liable under the Condominium Act and the Condominium Documents, except as the recorded Condominium Documents provide otherwise.

Section 13. Developer. "Developer" means Glen Arbors LLC, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however, and wherever such term is used in the Condominium Documents.

Section 14. General Common Elements. "General Common Elements" means the Common Elements other than the Limited Common Elements.

Section 15. Limited Common Elements. "Limited Common Elements" a portion of the Common Elements reserved in this Master Deed for the exclusive use of less than all of the Co-owners.

Section 16. Unit or Condominium Unit. "Unit" or "Condominium Unit" each mean the enclosed space constituting a single complete residential Unit in Arbor Cove Condominium, as such space may be described in the Condominium Subdivision Plan, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

Section 17. Person. "Person" means an individual, firm, corporation, limited liability company, partnership, association, trust, the state, or an agency of the state or other legal entity, or any combination thereof.

Section 18. Gender Terms. Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference to the plural shall also be included where the same would be appropriate and vice versa.

Section 19. Miscellaneous. Other terms that may be utilized in the Condominium Documents and which are not defined in this Article shall have the meanings provided in the Act.

ARTICLE IV COMMON ELEMENTS

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

Section 1. General Common Elements. The General Common Elements of the completed Condominium are:

(a) **Land.** The land and beneficial easements described in Article II hereof, including the roads, condominium entryway and signage, parking spaces, common sidewalks adjacent to the

roads (except where they cross the driveways, where they will be limited common elements), mailbox structures, landscaped areas, retention ponds, gazebo, site lighting and light poles, retaining walls, bollards, and perimeter fences, if any, located thereon not identified as Limited Common Elements.

(b) **Internal Roads**. All internal roads and drives designated on the Condominium Subdivision Plan. The drives and roadways within the Condominium that provide internal traffic circulation for the Condominium, are privately owned in common by all Co-owners and will be maintained by the Association and not the board or county road commissioners or any other governmental agency. All land contained within such description shall be and remain a General Common Element of the Condominium subject only to the rights of the public in such roads.

(c) **Electrical**. The electrical transmission system located throughout the Project up to the point of connection with the electrical meter for individual Unit service.

(d) **Common Lighting**. The exterior lighting system located throughout the Project, including all electrical transmission lines, lighting fixtures on the exterior of each garage, pole lighting and related equipment.

(e) **Telephone**. The telephone system located throughout the Project up to the point of entry to each Unit.

(f) **Gas**. The gas distribution system located throughout the Project up to the point of connection for individual Unit service, but not including, the gas meter for each Unit.

(g) **Water**. The water distribution system located throughout the Project, including the water meter for each Building, up to the point the system branches off to service an individual Unit.

(h) **Irrigation System**. The irrigation system located throughout the Project, including all control clocks, meters, and all water distribution lines and fittings for the lawn irrigation systems.

(i) **Sanitary Sewer**. The sanitary sewer system located throughout the Project up to the point of connection for individual Unit service.

(j) **Storm Sewer**. The storm sewer system located throughout the Project.

(k) **Telecommunications**. The telecommunications system located throughout the Project, if and when it may be installed, wherever located, but not including, connections to provide service to individual Units.

(l) **Construction**. Foundations, supporting columns, Unit perimeter walls (but not including windows and doors therein), roofs, ceilings, and floor construction between Unit levels and the window wells and window well drains.

(m) **Other**. Such other elements of the Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary to the existence, upkeep, and safety of the Project. If any meter, appliance, or fixture services a Unit other than the Unit it is located within, then such meter, appliance, or fixture shall be a General Common Element.

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

Section 2. Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the Owner of the Unit to which the Limited Common Elements are appurtenant. The Limited Common Elements are:

(a) **Porches and Sidewalks.** Each individual Unit porch and appurtenant sidewalk is restricted in use to the Unit served thereby as shown on Exhibit "B" hereto.

(b) **Decks and Patios.** Each deck and/or patio is restricted in use to the Unit served thereby and to which it is adjacent.

(c) **Driveways.** Each driveway is restricted in use to the Unit served thereby and to which it is adjacent.

(d) **Air Conditioning Units.** Each individual air conditioner compressor, if any, its pad and other equipment, and accessories related thereto together with the ground surface immediately below the pad, are restricted in use to the Co-owner of the Unit that such air conditioner unit services.

(e) **Windows, Screens and Doors.** The windows, skylights, doorwalls, screens, and doors in the Project are restricted in use to the Co-owner of the Unit to which such windows, skylights, doorwalls, screens, and doors are appurtenant.

(f) **Garages, Garage Doors and Openers.** The garage door, and its hardware, including the electric garage door opener if any (openers are not standard equipment), shall be limited in use to the Co-owner of the Unit that it services.

(g) **Interior Walls, Ceilings and Floors.** Interior walls and ceilings are limited in use to the Co-owner of the Unit in which they are contained, except that there shall exist an easement through each of the foregoing for utilities or support necessary to other Units or Common Elements.

(h) **Interior Surfaces.** The interior surfaces of the Unit and including the garage perimeter walls, ceiling, and floor shall be subject to the exclusive use and enjoyment of the Co-owner of such Unit.

(i) **Sump Pumps.** Each individual sump pump and all of its related equipment located with a Unit shall be limited in use to the Units located in the building served thereby.

(j) **Fireplaces.** The gas fireplace located in a Unit, if any, the flue, fireplace combustion chamber, and chimney shall be limited in use to the Unit served thereby.

(k) **Utility Meters.** Gas and electric meters are limited to the Unit served thereby. Water and sewer meters serve each building containing two Units and are General Common Elements for which the Association is responsible.

(l) Heating and Cooling. Each heating and cooling system including, without limitation, all equipment and ductwork related throughout the Unit shall be limited to the Unit served thereby.

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

(a) General Common Elements. The costs of maintenance, decoration, repair, removal and replacement of all General Common Elements shall be borne by the Association, unless otherwise stated herein.

(b) Limited Common Elements. The cost of maintenance, decoration, repair, removal, and replacement of all Limited Common Elements shall be borne by the Co-Owner of the Unit, to which they are appurtenant, unless otherwise stated herein, including but not limited to the following:

(i) Porches, Entry Walks, Decks, Patios, Windows, Skylights, Doorwalls, Screens and Doors. The cost of maintenance, decoration, repair, removal, and replacement of all porches, entry walks, decks, patios, windows, skylights, doorwalls, screens and doors (including garage doors) referred to in Section 2 of this Article shall be borne by each Co-owner of the Unit to which they are appurtenant. The uniform appearance of all porches, entry walks, sidewalks, decks, patios, windows, skylights, doorwalls, screens, and doors (including garage doors) shall be maintained at all times in accordance with the Bylaws attached hereto and no changes in design, material or color may be made without the express written approval of the Association (and the Developer during the Construction and Sales Period). Notwithstanding the above, the Association will be responsible for painting of the exterior of all entry doors.

(ii) Sidewalks Along Roads and Driveways. The cost of maintenance, decoration, repair, removal and replacement of the sidewalks along the roads shall be borne by the Association, except for that portion that crosses driveways which shall be borne by the Co-owner along with responsibility for the driveway, with the exception of snow removal.

(iii) Heating and Cooling Systems. The cost of maintenance, repair, removal, and replacement of each heating and cooling system shall be borne by the Co-owner of the Unit to which such heating and cooling system is appurtenant.

(iv) Air Conditioner. The cost of maintenance, repair, removal, and replacement of each air conditioner referenced in Section 2 above, including its compressor, pad and other equipment and accessories related thereto, shall be borne by the Co-owner of the Unit to which such air conditioner compressor is appurtenant.

(v) Fireplaces. The costs of maintenance, repair, removal, and replacement of the gas fireplace located with a Unit, if any, the flue and the fireplace combustion chamber in any Unit shall be borne by the Co-owner of such Unit. Any maintenance, repair, removal, or replacement to said flue must receive the prior written approval of the Association to ensure the safety of the structures and residents of the Condominium.

(vi) **Garage Doors and Openers.** The costs of maintenance, repair, removal, and replacement of each garage door and optional electric garage door opener referred to in Section 2 shall be borne by the Co-owner of the Unit to which they are appurtenant; provided, however, that the Association shall be responsible for painting the garage doors.

(vii) **Interior Walls, Ceilings and Floors.** The costs of decoration, maintenance, repair, and replacement of all interior walls, ceilings and floors referred to in Article IV shall be borne by the Co-owner of each Unit to which such Limited Common Elements are appurtenant.

(viii) **Sump Pumps.** The costs of maintenance, repair, removal, and replacement of sump pumps, including the sump pit and all piping, wiring, and other material appurtenant thereto, shall be borne by Unit Co-owners served thereby. Co-owners shall not convert the portion of the Unit containing the sump pump and related equipment to living area without the prior written approval of the Association. The Association shall not be responsible for damage to floor, tile, carpeting, paneling, wall covering, or other improvements or property in the Unit which may be damaged in the course of a failure of equipment, maintenance, repair, removal, or replacement of such equipment. Damage to the Common Elements caused by malfunction of such equipment shall be borne by the Association, except that in the event a Co-owner has caused, altered, or damaged the sump pump, sump pit, piping, wiring, or other material appurtenant thereto, then such Co-owner shall bear such costs.

(ix) **Exterior Lights.** The responsibility for and costs of maintenance, repair, removal and replacement of front and rear exterior entrance lights shall be borne by the Co-owner of the Unit served thereby.. Co-owners shall not tamper with the photocell operation of any exterior lights. If a Co-owner adds lighting to his or her balcony, porch, or courtyard (with the written permission of the Association), the Co-owner shall be responsible for maintenance, repair, removal, and replacement thereof.

(x) **Utility Meters.** Co-owners shall be responsible for the maintenance, repair, removal, and replacement of the utility meters that serve only their respective Units.

(x) **Electric, Water and Gas Systems.** Co-owners shall be responsible for the maintenance, repair, removal, and replacement of the electric, water and gas systems from the point of connection to the meter, into and throughout their respective Units.

(xi) **Adjacent Areas.** Co-owners shall be permitted to plant flowers and, with written approval from the Association. The Association will mow unobstructed grass areas. Under no circumstances shall a Co-owner obstruct or interfere with the drain located in said area.

(xii) **Mailbox Structures.** The cost of maintenance, repair, removal and replacement of the mailbox structures shall be borne by the Association.

(c) **Utility Systems.** Some or all of the utility lines, systems (including mains and service leads) and equipment, and any telecommunication systems described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems, and equipment, and any telecommunication systems shall be General

Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatsoever with respect to the nature or extent of such interest, if any. Telephone, water, electric, and natural gas mains shall be installed within reasonable proximity to, but not necessarily within, the Units. Utilities shall be metered to each Unit for payment by the Co-owner thereof.

(d) **Sediment Basin System and Storm Water Drainage System.** The costs of maintenance, repair, and replacement of any sediment basin system and/or storm water drainage system shall be borne by the Association, pending dedication of the system, if and when it occurs. In the event the Association fails to provide adequate maintenance, repair, or replacement of the sediment basin system or the storm water drainage system, the City of Auburn Hills may serve written notice of such failure upon the Association. Such written notice shall contain a demand that the deficiencies of maintenance, repair, or replacement be cured within a stated reasonable time period. If such deficiencies are not cured, the City may undertake such maintenance, repair, or replacement and the cost thereof, plus a 15% administrative fee may be assessed against the Co-owners and collected as a special assessment on the next annual City of Auburn Hills tax roll.

(e) **Association Responsibility for Private Roads.** It is the Association's responsibility to inspect and to perform preventative maintenance of the condominium roadways on a regular basis (including, without limitation, snow removal) in order to maximize the roadways useful life and to minimize repair and replacement costs of the roadways within the Project. The private roads as shown on the Condominium Subdivision Plan will be maintained, replaced, repaired, and resurfaced as necessary as determined by the Association. In the event the Association fails to provide adequate maintenance, repair, or replacement of the herein mentioned private roads, the City of Auburn Hills may serve written notice of such failure upon the Association. Such written notice shall contain a demand that the deficiencies of maintenance, repair, or replacement be cured within a stated reasonable time period. If such deficiencies are not cured, the City may undertake such maintenance, repair, or replacement and the costs thereof plus a 15% administrative fee may be assessed against the Co-owners and collected as a special assessment on the next annual City of Auburn Hills tax roll. Items constructed by the Developer in the road right of way including, without limitation, sidewalks, street trees, signage, monuments, and street lighting shall be maintained by the Association after installation.

(f) **Failure of Co-owner to Perform Maintenance Responsibilities.** In the event a Co-owner fails to maintain, decorate, repair or replace any items for which he is responsible, the Association shall have the right, but not the obligation, to take whatever action or actions it deems desirable to so maintain, decorate, repair and replace any of such Limited Common Elements, all at the expense of the Co-owner of the Unit. Failure of the Association to take any such action shall not be deemed a waiver of the Association's right to take any such action at a future time. All costs incurred by the Association in performing any responsibilities under this Article which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his monthly assessment next falling due; further, the lien for nonpayment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

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

Unit or the Common Elements. No Limited Common Element, if created, may be modified or its use enlarged or diminished by the Association without the written consent of the Co-owner to which Unit the same is appurtenant.

ARTICLE V UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Description of Units. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Arbor Cove Condominium as prepared by Giffels-Webster Engineers, 2871 Bond Street, Rochester Hills, Michigan 48309 and attached hereto as Exhibit "B." Each Unit shall include all that space contained within the interior finished unpainted walls and ceilings and from the finished sub floor, all as shown on the floor plans and sections in the Condominium Subdivision Plan and delineated with heavy outlines. The dimensions shown on foundation plans in the Condominium Subdivision Plan have been or will be physically measured by Giffels-Webster Engineers. In the event that the dimensions on the measured foundation plan of any specific Unit differ from the dimensions on the typical foundation plan for such Unit shown in the Condominium Subdivision Plan, then the typical upper-floor plans for such Unit shall be deemed to be automatically changed for such specific Unit in the same manner and to the same extent as the measured foundation plan.

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

ARTICLE VI SUBDIVISION, CONSOLIDATION AND OTHER MODIFICATIONS OF UNITS

Section 1. By Co-owners. Notwithstanding any other provision of the Master Deed or the Bylaws, Units in the Condominium may be subdivided, consolidated, modified and the boundaries relocated, in accordance with Sections 48 and 49 of the Act and this Article. Such changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed. One or more Co-owners may undertake:

(a) **Subdivision of Units.** The Co-owner of a Unit may subdivide his Unit upon request to and approval by the Association. Upon receipt of such request, the president of the Association shall present the matter to the Board of Directors for review and, if approved by the Board, cause to be prepared an amendment to the Master Deed, duly subdividing the Unit, separately identifying the resulting Units by number or other designation, designating only the Limited or General Common Elements in connection therewith, and reallocating the percentages of value (if necessary) in accordance with the Co-owner's request. The Co-owner requesting such subdivision shall bear all costs of such amendment. Such subdivision shall not become effective, however, until the amendment to the Master Deed, duly executed by the Association, has been recorded in the office of the Oakland County Register of Deeds.

(b) Consolidation of Units; Relocation of Boundaries. Co-owners of adjoining Units may relocate boundaries between their Units or eliminate boundaries between two or more Units upon written request to and approval by the Association. Upon receipt of such request, the president of the Association shall present the matter to the Board of Directors for review and, if approved by the Board, cause to be prepared an amendment to the Master Deed duly relocating the boundaries, identifying the Units involved, reallocating percentages of value and providing for conveyance between or among the Co-owners involved in relocation of boundaries. The Co-owners that request relocation of boundaries shall bear all costs of such amendment. Such relocation or elimination of boundaries shall not become effective, however, until the amendment to the Master Deed has been recorded in the office of the Oakland County Register of Deeds.

Section 2. Limited Common Elements. Limited Common Elements shall be subject to assignment and reassignment in accordance with Section 39 of the Act and in furtherance of the rights to subdivide, consolidate, or relocate boundaries described in this Article.

ARTICLE VII EASEMENTS

Section 1. Easement for Maintenance of Encroachments and Utilities. In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction, subject to the requirements of Section 40 of the Act. 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, removal, and repair of all utilities in the Condominium. There shall exist easements of support with respect to any Unit interior wall that supports a Common Element. This section shall not allow or permit any encroachment upon, or an easement for an encroachment upon, Units described in this Master Deed being comprised of land and/or airspace above and/or below said land, without the consent of the Co-owner of the Unit to be burdened by the encroachment or easement.

Section 2. Easements Retained by Developer and the Association.

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

(b) Right to Dedicate. The Association has the right at any time to dedicate to the public a right-of-way of such width as may be required by the local public authority over any or all of the roadways, storm sewers and detention ponds in Arbor Cove Condominium, shown as General Common Elements in the Condominium Subdivision Plan. Any such right-of-way dedication may be exercised by the Association without the consent of any Co-owner, mortgagee, or other person and shall be evidenced by an appropriate amendment to this Master Deed and to the Condominium Subdivision Plan hereto, recorded in the Oakland County Records. All of the Co-

owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing right-of-way dedication.

Until such time as the roads, storm sewers, and detention ponds within the Project are dedicated to the public, it is the Association's responsibility to inspect and to perform preventative maintenance of the condominium roadways, storm sewers, and detention ponds on a regular basis (including, without limitation, snow removal) in order to maximize their useful life and to minimize repair and replacement costs. In the event the Association fails to provide adequate maintenance, repair, or replacement of the herein mentioned roads, the City of Auburn Hills may serve written notice of such failure upon the Association. Such written notice shall contain a demand that the deficiencies of maintenance, repair, or replacement be cured within a stated reasonable time period. If such deficiencies are not cured, the may undertake such maintenance, repair, or replacement and the costs thereof plus a 15% administrative fee may be assessed against the Co-owners and collected as a special assessment on the next annual City of Auburn Hills tax roll. Items constructed for the Association in the road right of way by the Developer, including, without limitation, sidewalks, street trees, and street lighting, shall be maintained by the Association after installation.

Subsequent to the dedication of the roads, storm sewers, or detention ponds to the public, it may become necessary to pave or improve some or all of the roads, storm sewers, and detention ponds, within or adjacent to the Condominium Premises. The improvements may be financed, in whole or in part, by the creation of a special assessment district or districts that may include Arbor Cove Condominium. The acceptance of a conveyance or the execution of a land contract by any Co-owner or purchaser, his/her heirs, executors, administrators, or assigns, shall provide that the Board of Directors of the Association shall be vested with full power and authority to obligate all Co-owners to participate in a special assessment district, sign petitions requesting a special assessment, and consider and otherwise act on all assessment issues on behalf of the Association and all Co-owners; provided, that prior to signature by the Association on a petition for improvement of such public roads, the desirability of such improvement shall be approved by an affirmative vote of not less than 51% of all Co-owners. No consent of mortgagees shall be required for approval of said public road improvement. In the event that a special assessment road improvement project is established pursuant to Michigan law, the collective costs of assessment to the condominium premises as a whole shall be borne equally by all Co-owners.

(c) **Granting Utility Rights to Agencies.** The Association has the right at any time to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of utilities to governmental agencies or to utility companies. Any such easement or transfer of title may be granted by the Association without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit "B" hereto, recorded in the Oakland County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be required to effectuate the foregoing grant of easement or transfer of title.

Section 3. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors shall be empowered and obligated to grant such easements, licenses, rights-of-entry, and rights-of-way over, under, and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium or for

the benefit of any other land, subject, however, to the approval of the Developer during the Construction and Sales Period.

Section 4. Easements for Maintenance, Repair, and Replacement. The Association and all public or private utility companies shall have such easements over, under, across, and through the Condominium Premises, including all Units and Common Elements as may be necessary to fulfill any responsibilities of maintenance, repair, decoration, or replacement which they or any of them are required or permitted to perform under the Condominium Documents or by law. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls, and valves and other Common Elements located within any Unit or its appurtenant Limited Common Elements.

Section 5. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors shall have the power to grant such easements, licenses, and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna, and similar services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state, or local law or ordinance. Any and all sums paid by any telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

Section 6. Galloway Drain Easement. There shall exist for the benefit of the Oakland County Drain Commissioner, the Galloway Drain Drainage District, and the County of Oakland (collectively referred to as "grantee") and grantee's successors, assigns and transferees, in, over, under and through the Condominium as depicted on the Condominium Subdivision Plan, a perpetual and permanent easement for the purposes of developing, establishing, constructing, repairing, maintaining, deepening, cleaning, widening and performing any associated construction activities and grading in connection with any type of drainage facilities, storm drains, or related appurtenances, in any size form, shape or capacity. The grantee shall have the right to sell, assign, transfer, or convey this easement to any other governmental unit. No Co-owner or the Association shall build or place on the area covered by the easement any type of structure, fixture or object, or engage in any activity or take any action, or convey any property interest or right, including conveyance to any other governmental unit, that would in any way either actually or threaten to impair, obstruct, or adversely affect the rights of grantee under the easement. The grantee and its agents, contractors and designated representatives shall have right of entry on, and to gain access to, the easement property. The Co-owners and the Association release grantee and its successors, assigns or transferees from any claims to damages in any way arising from or incidental to the construction and maintenance of the drain or sewer or otherwise arising from or incidental to the exercise by grantee of its rights under this easement, excepting damages arising from grantee, its agents, contractors and designated representatives gross negligence, and the owners covenant not to sue grantee for any such damages. The rights granted to grantee, and their successors and assigns, may not be amended without the express written consent of the grantee hereunder and any purported amendment or modification of the rights granted hereunder shall be void and without legal effect unless agreed to in writing by the grantee, its successors or assigns.

Section 7. Conservation Easements. The Condominium contains wetland areas worthy of preservation in their natural and undeveloped condition, which Developer has caused to be preserved, permanently in their natural and undeveloped condition by means of a Conservation Easement as shown on the Condominium Subdivision Plan and as described in Michigan Department of Environmental Quality Permit No. 00-63-0453P issued March 26, 2001. The Conservation Easement area shall be maintained in their natural and undeveloped condition. The alteration of topography, the placement of fill material, the dredging, removal, or excavation of any soils or materials, the draining of surface water, the construction or placement of any structure, plowing, tilling, or cultivating, and the alteration or removal of vegetation within the Conservation Easement shall be prohibited except to the extent that permits are approved or issued or amended, by governmental agencies having jurisdiction over the Conservation Easement. Nothing contained herein shall be interpreted as providing public ownership, possession, access, or use of the Conservation Easement. The Association, at its sole expense, shall maintain signs, fences, or other suitable marking along the boundary of the Conservation Easement to clearly demarcate the boundary of the Easement. The Conservation Easements created herein may be enforced by either an action in law or equity and shall be enforceable against the owner of the Conservation Easement area or any other person, including Co-owners, despite a lack of privity of estate or contract. The Conservation Easement shall run with the land in perpetuity unless modified or terminated by written agreement of the State of Michigan.

Section 8. Emergency Access Easement. There shall exist for the benefit of all Co-owners, their guests and invitees, the City, and any and all emergency vehicles, an ingress and egress easement over the roads in the Condominium as depicted on the Condominium Subdivision Plan. This easement shall not obligate the City or the County to any maintenance or repair obligations with respect to the private roads within the Condominium.

ARTICLE X AMENDMENT

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

Section 1. Modification of Units or Common Elements. No Unit dimension or appurtenant limited common element may be modified in any material way without the consent of the affected Co-owner

Section 2. Mortgagee Consent. Whenever a proposed amendment would materially alter or change the rights of mortgagees as defined in Section 90a of the Act, then such amendments shall require the approval of 2/3-majority vote of all first mortgagees of record, allocating one vote for each mortgage held. Mortgagees need not appear at any meeting of Co-owner except that their approval shall be solicited through written ballots. To the extent that a vote of mortgagees of Units are required for the amendment of the Condominium Documents, the procedure described in Section 90a of the Act, MCL 559.190a shall be followed.

Section 3. By the Developer. Pursuant to Section 90(1) of the Act, the Developer hereby reserves the right, on behalf of itself and on behalf of the Association, to amend materially this Master Deed and the other Condominium Documents without approval of any Co-owner or mortgagee for the purposes of correcting survey or other errors, unless the amendment would materially alter or change the rights of a Co-owner or mortgagee, in which event Co-owner and mortgagee consent shall be required as provided above.

Section 4. Change in Percentage of Value. The method or formula used to determine the percentage of value of Units for other than voting purposes shall not be modified without the written consent of each affected Co-owner and mortgagee, except as provided in this Master Deed or in the Bylaws.

Section 5. Termination, Vacation, Revocation or Abandonment. The Condominium may be terminated only in accordance with Section 50 of the Act.

Section 6. Proposal. A person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment, except for amendments based upon a vote of a prescribed majority of Co-owners and mortgagees or based upon the advisory committee's decision, the costs of which are expenses of administration. Amendments may be proposed by Co-owners or the Association acting upon the vote of the majority of directors. Upon any such amendment being proposed, a meeting for consideration of it shall be duly called in accordance with these Bylaws. Co-owners shall be notified of proposed amendments not less than 10 days before the amendment is recorded. An amendment shall be effective when recorded in the office of the Oakland County Register of Deeds. For purposes of this Article, the affirmative vote of a 2/3 of Co-owners is considered 2/3 of all Co-owners entitled to vote as of the record date for such vote.

Section 7. When Effective Date. Any amendment to this Master Deed shall become effective upon recording of such amendment in the office of the Oakland County Register of Deeds.

Section 8. Binding. A copy of each amendment to the Master Deed shall be furnished to every member of the Association after adoption; provided, however, that any amendment to the Master Deed that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the amendment.

Glen Arbors LLC, a Michigan limited liability company

By:

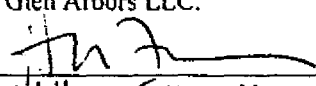

Laurence R. Goss

Its:

MEMBER

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 31st day of October 2008, Laurence R. Goss, the Member of Glen Arbors LLC, acknowledged the foregoing Master Deed before me on behalf of Glen Arbors LLC.


H. William Freeman Notary Public,
Oakland County, Michigan

My commission expires: 2-8-2015

Acting in Oakland County

Master Deed drafted by:
H. William Freeman, Esq.
Freeman, Cotton, & Gleason, P. C.
33 Bloomfield Hills Parkway, Suite 240
Bloomfield Hills, Michigan 48304
(248) 642-2255
When recorded, return to drafter.