

MASTER DEED

MULBERRY SQUARE APARTMENTS
(Act 229, Public Acts of 1963, as amended)

In the Township of Bloomfield, County of Oakland, State of Michigan, on this 9th day of September, 1970, Mulberry Square Apartments, Inc., a corporation organized and existing under the laws of the State of Michigan, hereinafter referred to as "Developer", represented in this Master Deed by its President and Vice President, who are fully empowered and qualified to execute this Master Deed on behalf of said corporation, does hereby state:

FIRST: Developer is the owner of the land described below together with the buildings and improvements thereon, all as described in the Plans attached hereto as Exhibit B containing pages 1 through 36 inclusive, the project being known as Mulberry Square Apartments, a condominium, Oakland County Condominium Subdivision Plan No. 15. The architectural plans for the project were approved by the Township of Bloomfield, State of Michigan. The project is established as a condominium in accordance with Act 229 of the Public Acts of Michigan of 1963 as amended. The Bylaws attached hereto as Exhibit A and the Plans attached as Exhibit B are hereby incorporated in and made a part of this Master Deed.

SECOND: The land referred to in Paragraph FIRST is situated in the Township of Bloomfield, County of Oakland, State of Michigan, and described as follows:

That part of the S.E. 1/4 of Section 3, T. 2 N., R. 10 E., BLOOMFIELD TOWNSHIP, OAKLAND COUNTY, MICHIGAN, described as beginning at the South 1/4 corner of Section 3, T. 2 N., R. 10 E., and proceeding thence along the North and South 1/4 line, North 02 degrees 22 minutes 10 seconds West 1385.16 feet; thence South 41 degrees 14 minutes 30 seconds East 170.49 feet; thence South 40 degrees 45 minutes 40 seconds East 247.12 feet; thence South 37 degrees 43 minutes 00 seconds East 216.31 feet; the last three courses being along the Southwesterly line of Grand Trunk Railroad Right of Way, thence due South 897.50 feet; thence along the North line of Square Lake Road due West 348.81 feet to the point of beginning. Containing 425,976.3 square feet or 9.787102 acres. Except that part taken, used or deeded for Mulberry Road and subject to easements of record.

THIRD: The project consists of ten (10) buildings, each containing a basement, a ground floor, and one upper floor. Each building contains individual apartments, all for residential purposes and each capable of individual utilization on account of having its own exit to a common element of the project. Each co-owner of an apartment in the project will have a particular and exclusive property right to his apartment and an undivided and inseparable interest in the common elements of the project as hereinafter set forth in this Master Deed.

FOURTH: The buildings and apartments contained therein, including the number, boundaries, dimensions, area and volume of each apartment are described more particularly in Paragraph SIXTH hereof and in Exhibit B attached hereto. The buildings are lettered in series from "A" through "J" and the apartments in the project are numbered in series from "1" through "80".

FIFTH: The common elements of the project, described in Exhibit "B" attached hereto are as follows:

A. The general common elements are:

- (1) The land described in Paragraph "SECOND" hereof, including driveways and sidewalks and parking spaces not designated as limited common elements;

OAKLAND COUNTY TREASURER'S CERTIFICATE
No. X Payable: MULBERRY SQUARE APARTMENTS, INC.
I HEREBY CERTIFY that there are no TAX
LIENS or TITLES held by the State or any lo-
cality against the within description, and
all TAXES or other sums are paid for five years
preceding the date of this certificate, and
no other taxes or sums are due or payable
by the records in this office under
the name of MULBERRY SQUARE APARTMENTS, INC.
C. HUGH DONAHUE, County Treasurer
Sec. 135, Act 206, 1893 As Am.

16961

- (2) The electrical and telephone wiring network throughout the project;
- (3) Public connections for gas, electricity, light, telephone and water;
- (4) The foundations, main walls, (including windows and doors therein) roofs, ceilings and floors of the project as described in the Plans attached hereto as Exhibit "B";
- (5) The plumbing network throughout the project;
- (6) The swimming pool and community building;
- (7) Such other elements of the project not herein designated as general or limited common elements and which are not enclosed within the boundaries of an apartment.

B. The limited common elements are:

- (1) At least one carport in the project shall be appurtenant to each apartment as a limited common element. Carports have not been shown as appurtenant to any particular apartment nor have the locations of all proposed carports been shown on Exhibit "B", the Plans attached hereto, it being the purpose of the Developer to set forth and assign such carports in a subsequent recording of an amended Sheet 3 to such Plans. The right to construct such additional carports as Developer may deem necessary or advisable and the right to amend this Master Deed and the Plans attached as Exhibit "B" to set forth the locations of all such carports and to designate and identify all carports as limited common elements is hereby reserved solely unto Developer without the necessity of consent of or execution by any other person interested in the condominium project whether as owner, mortgagee or otherwise, and each person becoming interested in the condominium shall be deemed to irrevocably consent thereto. Each carport will be designated upon such amended sheet 3 with a number which corresponds to the apartment to which it shall appertain as a limited common element.
- (2) Each individual terrace in the project is limited in use to the co-owner of the apartment which opens into such terrace as shown on Exhibit B hereto.
- (3) Each hallway and stair in the project shall be limited in use to the co-owners of apartments to which access is gained by use of such hallway and/or stair.
- (4) Each basement meter room is limited in use to the co-owners of apartments which such meter room serves.

The surfaces of main walls (including windows and doors therein), ceilings and floors contained within an apartment shall be subject to the exclusive use and enjoyment of the co-owners of such apartment.

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

Public utilities furnishing services such as water, electricity, gas and telephone to the project shall have access to the common elements and the apartments as may be reasonable for the reconstruction, repair, or maintenance of such services, and any costs incurred in opening and repairing any wall of the project to reconstruct, repair or maintain such services shall be an expense of administration to be assessed in accordance with the Bylaws attached hereto as Exhibit "A".

SIXTH:

A. The apartments in the Condominium are described in this paragraph with reference to the Subdivision and Site Plan of Mulberry Square Apartments as surveyed by Basney & Smith, Inc. and attached hereto as Exhibit B. Each apartment shall include all that space contained within certain horizontal planes designated and delimited by "X" and "Y" coordinate lines and certain vertical planes designated and delimited by "Z" coordinate lines, less any common elements contained therein. Complete apartment descriptions by means of the coordinates pertinent to such apartment are set forth on Sheet No. 1A of the Plans attached as Exhibit B. In determining dimensions, each apartment shall be measured from interior finished, unpainted surfaces of the main walls and ceiling and from the interior surface of the finished sub-floor.

B. The percentage of value assigned to each apartment in the Condominium is set forth in subparagraph "C" hereof. The percentage of value assigned to each apartment shall be determinative of the proportionate share of each respective co-owner in the proceeds and expenses of the administration and the value of such co-owner's vote at meetings of the Association of co-owners. The total value of the project is 100.

C. Set forth below are:

- (a) Each apartment number as it appears on the Condominium Subdivision Plan.
- (b) The percentage of value assigned to each apartment.

<u>APARTMENT NUMBER</u>	<u>PERCENTAGE OF VALUE ASSIGNED.</u>
1	1.25%
2	1.25%
3	1.25%
4	1.25%
5	1.25%
6	1.25%
7	1.25%
8	1.25%
9	1.25%
10	1.25%

APARTMENT NUMBER	PERCENTAGE OF VALUE ASSIGNED.
11	1.25%
12	1.25%
13	1.25%
14	1.25%
15	1.25%
16	1.25%
17	1.25%
18	1.25%
19	1.25%
20	1.25%
21	1.25%
22	1.25%
23	1.25%
24	1.25%
25	1.25%
26	1.25%
27	1.25%
28	1.25%
29	1.25%
30	1.25%
31	1.25%
32	1.25%
33	1.25%
34	1.25%
35	1.25%
36	1.25%
37	1.25%
38	1.25%
39	1.25%
40	1.25%

APARTMENT NUMBER	PERCENTAGE OF VALUE ASSIGNED
41	1.25%
42	1.25%
43	1.25%
44	1.25%
45	1.25%
46	1.25%
47	1.25%
48	1.25%
49	1.25%
50	1.25%
51	1.25%
52	1.25%
53	1.25%
54	1.25%
55	1.25%
56	1.25%
57	1.25%
58	1.25%
59	1.25%
60	1.25%
61	1.25%
62	1.25%
63	1.25%
64	1.25%
65	1.25%
66	1.25%
67	1.25%
68	1.25%
69	1.25%
70	1.25%

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APARTMENT NUMBER	PERCENTAGE OF VALUE ASSIGNED
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71	1.25%
72	1.25%
73	1.25%
74	1.25%
75	1.25%
76	1.25%
77	1.25%
78	1.25%
79	1.25%
80	1.25%

SEVENTH: So long as the Developer owns one or more apartments in the project, the Developer shall be subject to the provisions of the Master Deed and Exhibits A and B attached hereto.

EIGHTH: The percentage of value allocated to each apartment in paragraph SIXTH hereof shall not be changed except with the unanimous consent of all of the co-owners expressed in an amendment to this Master Deed duly approved and recorded.

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

TENTH: In the event any portion of an apartment or common element encroaches upon another apartment or common element due to shifting, settling or moving of the building, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists.

There shall be a permanent easement for the maintenance and repair of common elements, which easement shall be administered by the Association.

There shall be easements to, through and over those portions of the land, structures, buildings, improvements and interior walls contained therein as may be reasonable for the installation, maintenance and repair of all public utilities necessary to the Condominium.

ELEVENTH. The condominium project shall not be vacated or revoked or any of the provisions herein amended (except as provided in Article FIFTH B(1)) unless all of the co-owners and the mortgagees of all of the mortgages covering the apartments, unanimously agree to such termination, revocation or amendment by duly approved and recorded instruments; PROVIDED, however, that prior to the first annual meeting of the members of Mulberry Square Apartments Association, the developer may, with the written consent of any institutional mortgagee of any apartment in the project and with the approval of the Michigan Department of Commerce,

(but without the consent of any co-owner) amend this Master Deed, the Bylaws attached hereto as Exhibit A and the Plans attached as Exhibit B in order to show precise locations of presently unbuilt or incomplete structures or to correct survey or other errors made in such documents.

WITNESSES

William T. Myers
William T. Myers
Marjorie H. Leonhardt
Marjorie H. Leonhardt

MULBERRY SQUARE APARTMENTS, INC.

BY: Harold Garber, President
BY: Ruth Garber, Vice President

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 9th day of September, 1970, before me a notary public in and for said County, appeared Harold Garber and Ruth Garber, to me known, who being by me sworn did say that they are respectively the President and Vice President of Mulberry Square Apartments, Inc., the corporation named in and which executed the within Master Deed and that said Master Deed was signed and sealed in behalf of said corporation by authority of its Board of Directors, and that said Harold Garber and Ruth Garber acknowledged said Master Deed to be the free act and deed of said corporation.

William T. Myers
William T. Myers, Wayne County
Notary Public, ^{acting in} Oakland County, Michigan
My Commission Expires: Jan. 13, 1973

Master Deed Drafted by: William T. Myers of
Dykema, Gossett, Spencer, Goodnow & Trigg
2700 Penobscot Building
Detroit, Michigan 48226



WILLIAM G. MILLIKEN, Governor

DEPARTMENT OF COMMERCE

SEVEN STORY STATE OFFICE BLDG LANSING MICHIGAN 48913

RICHARD E. WHITMER, Director

ORDER

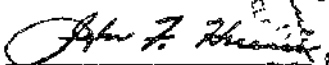
CERTIFICATE OF APPROVAL OF MASTER DEED

In re Application of Mulberry Square Apartments, Inc. 24385 Woodward Avenue,
Pleasant Ridge, Michigan, Developer, for a Certificate of approval
of the Master Deed for MULBERRY SQUARE APARTMENTS CONDOMINIUM,
Bloomfield Township, Oakland County, Michigan.

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1. Application having been duly made and examined,
2. A Certificate of Approval of the Master Deed for Mulberry Square Apartments Condominium is hereby given to Mulberry Square Apartments, Inc., Developer, pursuant to Act 229, Public Acts of 1963, as amended, subject to the following conditions:
 - a. That this order shall be recorded with the County Register of Deeds at the same time as the Master Deed itself is so recorded.
 - b. That consents to the submission of the real property to a condominium project or discharges of all mortgage liens be obtained from all mortgagees and recorded prior to the recordation of the Master Deed.
3. This Certificate of Approval of the Master Deed becomes effective immediately.

MICHIGAN DEPARTMENT OF COMMERCE
Richard E. Whitmer, Director

By 
John F. Hueni, Director
Securities Bureau

Lansing, Michigan
September 9, 1970



RECEIVED
MICHIGAN
DEPARTMENT OF COMMERCE
SEP 10 1970
ST. CLAIR COUNTY
CLERK

EXHIBIT A

BYLAWS

MULBERRY SQUARE APARTMENTS

ARTICLE I.

ASSOCIATION OF CO-OWNERS

Section 1. Mulberry Square Apartments, a condominium project, located at 225 et seq. Square Lake Road, Bloomfield Township, Oakland County, Michigan, shall be administered by an association of Co-owners which shall be a non-profit corporation, hereinafter called the "Association" organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the common elements, easements and affairs of the Condominium project in accordance with the Master Deed, these Bylaws, the Articles of Incorporation, Bylaws, and duly adopted Rules and Regulations of the Association and the 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 apartment therein or the common elements thereof shall be subject to the provisions and terms set forth in the aforesaid condominium documents.

Section 2. The Association may provide for independent management of the condominium project.

Section 3. 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 apartment in the Condominium.

(c) Except as limited in these bylaws, each co-owner shall be entitled to one vote for each apartment owned when voting by number and one vote, the value of which shall equal the total of the percentages allocated to the apartments owned by such co-owner as set forth in paragraph SIXTH of the Master Deed, when voting by value. Voting shall be by value except in those instances when voting is specifically required to be both in value and in number.

(d) No co-owner, other than the developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of an apartment in the condominium project to the Association. 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.

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

(f) There shall be an annual meeting of the members of the Association. 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 respective co-owners.

(g) The presence in person or by proxy of 25 percent in number and in value of the co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically 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 (50%) percent in value of those qualified to vote and present in person or by proxy (or written vote if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth and may require such majority to be one of both number and value of designated voting representatives present in person or by proxy, or by written ballot, if applicable, at a given meeting of the members of the Association.

Section 4. 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 accounts shall be open for inspection by the co-owners during reasonable working hours and shall be audited annually by qualified auditors. The cost of such audit shall be an expense of administration.

Section 5. Each member of the Board of Directors must be a member of the Association with the exception of the First Board of Directors designated in the Articles of Incorporation of the Association.

Section 6. The first meeting of the members of the Association shall be held within ninety (90) days after conveyance by the Developer of more than eighty (80%) percent in value and in number of the apartments in the condominium. Until the first meeting of members, the affairs of the Association shall be managed by the first Board of Directors named in the Articles of Incorporation of the Association who shall have the same powers and duties as the Board of Directors elected by the members at the First or any subsequent annual meeting thereof.

ARTICLE II

ASSESSMENTS

Section 1. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 2. All costs incurred by the Association in satisfaction of any liability arising within, caused by or in connection with the common elements or the administration of the Condominium shall be expenses of administration within the meaning of Sections 13 and 15 of Public Act 229 of 1963, as amended; and all sums received as proceeds of, or pursuant to, any policy of insurance carried by the Association securing the interests of the co-owners against liabilities or losses arising within, caused by or connected with the common elements or the administration of the Condominium shall be receipts of administration.

Section 3. All assessments levied against the co-owners to cover expenses of administration shall be apportioned among and paid by the co-owners in accordance with the percentage of value allocated to each Apartment in paragraph "SIXTH" of the Master Deed without increase or decrease for the existence of any rights to the use of limited common elements appurtenant to an apartment. Assessments shall be due and payable at such times as the Association shall determine, commencing with acceptance of a deed to an apartment or with acquisition of fee simple title to an apartment by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. Assessments in default shall bear interest at the rate of seven (7%) percent per annum until paid in full. Each co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments pertinent to his apartment which may be levied while such co-owner is the owner thereof.

Section 4. No co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the common elements or by the abandonment of his apartment.

Section 5. 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. In an action for foreclosure, a receiver may be appointed to collect a reasonable rental for the apartment from the co-owner thereof or any persons claiming under him. The expenses incurred in collecting unpaid assessments including interest, costs and attorneys' fees and any 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 apartment. The Association may also discontinue the furnishing of any utilities or other services to a co-owner in default upon seven (7) days written notice to such co-owner of its intent to do so. A co-owner in default shall not be entitled to vote at any meeting of the Association so long as such default continues.

Section 6. During the development and sale period, (which shall be defined as the period up to the time of the First Annual Meeting of members held within ninety (90) days after conveyance by the Developer of more than eighty (80%) percent of the apartments in the project) the Developer of the condominium, even though a member of the Association, shall not be responsible for payment of the monthly Association assessment. However, Developer shall be required to pay a proportionate share of the Association maintenance expenses actually incurred based upon the ratio of unsold apartments at the time the expense is incurred to the total number of apartments in the Condominium. In no event shall Developer be responsible for payment, until after said First Annual Meeting of any assessments for deferred maintenance, reserves for replacements, for capital improvements, or other special assessments.

ARTICLE III.

ARBITRATION

Section 1. 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. No co-owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances

Section 3. 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. 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 premises of the condominium project, and such insurance, other than title insurance, shall be carried in accordance with the following provisions:

(a) All such insurance shall be purchased by the Association for the benefit of the Association, and the co-owners and their mortgagees as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of co-owners. Co-owners may obtain insurance coverage at their own expense upon their apartments and personal property. The Board of Directors of the Association may, in its discretion, require that each co-owner obtain insurance covering liability for damage to person or property of others located within such co-owner's apartment, or in another apartment in the condominium project, or upon the common elements resulting from the negligence of the insured co-owner in such amounts as shall from time to time be determined by the Board of Directors of the Association.

(b) All buildings, improvements, personal property and other common elements of the Condominium project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. The Association shall also carry insurance to cover such other perils as from time to time shall be customarily covered with respect to buildings and improvements similar in construction, location and use, including but not limited to vandalism and malicious mischief. The liability insurance carried by the Association shall, where appropriate, contain cross-liability endorsements to cover liability of the co-owners as a group to another co-owner.

(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 interests may appear, provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction

tion shall be applied for such repair or reconstruction.

(e) Each co-owner, by ownership of an apartment in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance, and workmen's compensation insurance, if applicable, pertinent to the Condominium Project, his apartment and the common elements appurtenant thereto with such insurer as may, from time to time, provide such insurance for the Condominium project. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the co-owners and respective mortgagees, as their interests may appear (subject always to the Master Deed and these Bylaws) to execute releases of liability and to execute all documents and to do all things on behalf of such co-owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing. The Association shall not be responsible for procurement or maintenance of any insurance covering the contents of any apartment nor the liability of any co-owner for occurrences therein not caused by or connected with the common elements.

ARTICLE V.

RECONSTRUCTION OR REPAIR

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

(a) If the damaged property is a common element or an apartment, the property shall be rebuilt or repaired if any apartment in the Condominium is tenantable, unless it is determined that the Condominium shall be terminated.

(b) If the Condominium is so damaged that no apartment is tenantable, the damaged property shall not be rebuilt unless seventy-five (75%) percent or more of the co-owners in value and in number agree to reconstruction by vote or in writing within ninety (90) days after the destruction.

Section 2. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications for the project.

Section 3. If the damage is only to a part of an apartment 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. Each co-owner shall be responsible for the reconstruction, repair and maintenance of the interior of his apartment. Each co-owner shall also be responsible for the costs not otherwise covered by insurance carried by the Association of any reconstruction, repair or maintenance to any other portions of the Condominium necessitated by his negligence or misuse or the negligence or any misuse by his family, guests, agents, servants, employees or contractors. In the event damage to a co-owner's apartment is covered by insurance held by the Association for the benefit of the co-owner, the co-owner shall begin reconstruction or repair of the damage upon receipt of the insurance proceeds from the Association. The Association shall

be responsible for the reconstruction, repair and maintenance of the common elements and any incidental damage to an apartment caused by such common element or the reconstruction, repair or maintenance thereof.

Section 5. 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 costs to place the damaged property in a condition as good as that existing before the damage.

Section 6. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair by the Association, or if at any time during 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 the co-owners who are responsible for the costs of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated costs of repair.

Section 7. The portion of insurance proceeds representing damage for which the responsibility of reconstruction or repair lies with a co-owner shall be paid to the co-owner or if there is a mortgage endorsement, then to the co-owner and the mortgagee jointly, and such proceeds shall be used for reconstruction or repair when required by these Bylaws.

Section 8. After complete or partial destruction of the Condominium, as a result of any casualty, after any taking of the Condominium by eminent domain, or at any other time, the condominium may be modified or terminated by the unanimous agreement of the co-owners by vote or written consent, which agreement shall be evidenced by an instrument executed in the same manner as required for the conveyance of land. Any such termination or modification shall become effective when such agreement has been recorded with the appropriate County Register of Deeds. Any such termination or modification shall comply with the requirements of Section 9 of Public Acts 229 of 1963, as amended. In the event of any taking of the condominium by eminent domain, the remaining portion of the condominium project shall be resurveyed and the Master Deed and Exhibit B thereto shall be amended in accordance with law to reflect such taking and, in the event of the taking of any apartment, to proportionately readjust the percentages of value of the remaining co-owners based upon a continuing value of the project of 100.

Section 9. In the event of any taking of the condominium by eminent domain, the vote or written consent of seventy-five (75%) percent of the remaining co-owners in value and in number shall be determinative of whether to rebuild or repair the Condominium.

ARTICLE VI.

RESTRICTIONS

Section 1. No apartment in the condominium shall be used for other than single-family residence purposes, (except that persons not of the same immediate family residing together may occupy an apartment with the written consent of the Board of Directors which consent shall not be unreasonably withheld) and the common elements shall be used only for purposes consistent with the use of single-family residences.

Section 2. No co-owner shall make alterations or structural modifications to his apartment or to any of the common elements, limited or general, including the erection of antennas, aerials, awnings or other exterior attachments or modifications, without the written approval of the Association. The Association shall not approve of any alterations or structural modifications which would jeopardize or impair the soundness, safety or appearance of the Condominium project.

Section 3. A co-owner may lease his apartment for the same purposes set forth in section 1 of this Article and provided that approval of such lease transaction is obtained from the Association in the same manner required in sales transactions as specified in Section 10 of this Article VI. No rooms in an apartment may be rented and no transient tenants accommodated.

Section 4. No immoral, improper, unlawful or offensive activity shall be carried on in any apartment or upon the common elements, limited or general, nor shall anything be done which may be or become an annoyance or a nuisance to the co-owners of the condominium. No co-owner shall do or permit anything to be done or keep or permit to be kept in his apartment or on the common elements anything that will increase the rate of insurance on the condominium.

Section 5. No signs or other advertising devices shall be displayed which are visible from the exterior of any apartment or on the common elements, including "For Sale" signs, without written permission from the Association.

Section 6. No animal shall be kept except household pets. Such pets may not be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No savage or dangerous animal shall be kept. No more than one household pet may be kept without written permission of the Board of Directors. No such pets may be permitted to run loose upon the common elements, limited or general.

Section 7. The common elements shall not be used for storage of supplies, personal property or trash or refuse of any kind except common trash receptacles placed at the discretion of the Board of Directors; nor shall the common elements be used in any way for the drying, shaking, or airing of clothing or other fabrics. In general, no activities shall be carried on nor condition maintained by any co-owner either in his apartment or upon the common elements which despoils the appearance of the condominium.

Section 8. Reasonable regulations concerning the use of the Condominium may be made and amended from time to time by the Board of Directors of the Association; provided, however, that all such regulations and amendments thereto shall be approved by a majority of the co-owners in number and in value before the same shall become effective. Copies of such regulations and amendments thereto shall be furnished to all co-owners.

Section 9. The Association or its agent shall have access to each apartment from time to time during reasonable working hours, upon notice to co-owner, as may be necessary for the maintenance, repair or replacement of any of the common elements. The corporation or its agent shall also have access to each apartment at all times without notice as may be necessary to make emergency repairs to prevent damage to the common elements or to another apartment.

Section 10. No co-owner may dispose of or lease an apartment or any interest therein by sale or lease, as the case may be, without approval of the Association, which approval shall be obtained in the manner hereinafter provided.

(a) A Co-owner intending to make a sale or lease of an apartment or any interest therein shall give written notice to any officer of the Association of such intention, together with the name and address of the intended purchaser or lessee, and such other information as the Association may reasonably require. Such co-owner shall, by such notice, also furnish the Association with the terms and conditions of the proposed transaction. The giving of such notice shall constitute a warranty and representation by such co-owner to the Association and to any purchaser produced by said Association as hereinafter provided, that such co-owner believes the proposal to be bona fide in all respects. No proposed transaction shall be deemed bona fide which is not evidenced by an Agreement of Sale, or Lease, subject to the approval and right of first refusal contained herein, executed by the selling or leasing co-owner and the proposed purchaser or lessee and containing all pertinent terms of the sale or lease proposed to be made.

(b) Within twenty (20) days after receipt of such notice of intention to sell or lease, the Association shall either approve the transaction or furnish a purchaser or lessee satisfactory to it (and give notice thereof to the selling or leasing co-owner) who will immediately execute a contract of sale upon terms as favorable to the seller or lessor as the terms stated in the notice; provided, however, that a purchaser or lessee furnished by the Association may have not less than thirty (30) days subsequent to the date of his approval by the Association within which to close the transaction. Such seller or lessor shall be bound to consummate the transaction with such purchaser or lessee as may be approved and furnished by the Association. In case of sale, the approval of the Association shall be in recordable form, signed by any officer of the Association, and shall be delivered to the purchaser. Failure of the Association to either approve such sale or lease to or furnish an appropriate substitute purchaser or lessee within such twenty (20) day period for any reason whatsoever shall be deemed to constitute approval, following which the Association shall, nevertheless, prepare and deliver written approval, and in the event of sale, in recordable form.

(c) Developer shall not be subject to this Section 10 in the initial sale or lease of any apartment following establishment of the Condominium.

Section 11. None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards if any, of the Developer during the construction and sales period of the Condominium or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Association and Bylaws as the same may be amended from time to time.

ARTICLE VII.

MORTGAGES

Section 1. Any co-owner who mortgages his apartment shall notify the Association through the management agent, if any, of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Apartments". The Association may, at the written request of a mortgagee of any such apartment, report any unpaid assessments due from the co-owner of such apartment.

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

COMPLIANCE

Section 1. The Association of Co-owners and all present or future co-owners, tenants, future tenants, or any other persons using the facilities of the project in any manner are subject to and shall comply with Act 229, P.A. 1963, as amended, the Master Deed and the Bylaws and the Articles of Incorporation, Bylaws, rules and regulations of the Association and the mere acquisition, occupancy or rental of apartments in the Condominium shall signify that the Master Deed and Bylaws, and the Articles of Incorporation, Bylaws, rules and regulations of the Association are accepted and ratified. In the event the Master Deed or Bylaws or Articles of Incorporation, Bylaws, rules or regulations of the Association conflict with the provisions of the statute, the statute shall govern.

Section 2. When used in the Master Deed and these Bylaws, the definition of "co-owner" found in Section 2(1) of Act 229, P.A. 163, as amended, shall be controlling.

Section 3. These Bylaws may be amended by the members of the Association from time to time by approval of at least seventy-five (75%) percent of the co-owners in value and in number. The procedure for proposing amendments hereto shall be the same as provided for proposing amendments to the Association Bylaws.

ARTICLE IX.

REMEDIES FOR DEFAULT

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

(1) Failure to comply with any of the terms of the Master Deed, these Bylaws, the Articles of Incorporation or Bylaws or duly adopted Rules and Regulations of the Association 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, in which relief may be sought by the Association or, if appropriate, by an aggrieved co-owner or co-owners.

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

(3) The failure of the Association or of any co-owner to enforce any right, provision, covenant or condition which may be granted by the Master Deed, these Bylaws, the Articles of Incorporation, Bylaws or duly adopted Rules and Regulations of the Association shall not constitute a waiver of the right of the Association or of any such co-owner to enforce such right, provision, covenant or condition in the future.

(4) 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.

SEVERABILITY

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

USE 5524 PAGE 745

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OFFICE OF CLERK OF CIRCUIT COURT
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AMENDMENTS TO CONDOMINIUM BY-LAWS
OF
MULBERRY SQUARE APARTMENTS

Section 1 of Article VI of the By-Laws of Mulberry
Square Apartments/attached as Exhibit A to the Master Deed as
recorded in Liber 5556, page 90 and subsequent, Oakland County,
Michigan records, is hereby amended by adding thereto the
following:

Provided however, that no apartment shall
be used or occupied as the residence of a
child or children under sixteen (16) years
of age.

Said Section 1 is also hereby amended by adding thereto
the following:

and no part of the basement area shall be
used as sleeping quarters.

Section 6 of said Article VI is hereby amended to read
as follows:

Section 6. No animals other than those on
hand and in residence on the date of this
amendment shall be kept or maintained in or
on the condominium premises, and those on
hand shall not be replaced.

STATE OF MICHIGAN)
COUNTY OF OAKLAND) ss.

M. Eleanor Callahan, of Bloomfield Township, Oakland
County, Michigan, being duly sworn deposes and says that she is
the duly elected Secretary of Mulberry Square Apartments, a
Condominium Association and that on August 12, 1975, a special
meeting of the members of said Association was held at 7.30 P.M.
at the Condominium Association Club House, pursuant to notice
given or sent more than ten (10) days in advance to each of the

LAW OFFICES OF
HARTMAN BEIER, HOWLEY
MC CONNELL & GOODMAN
71 WEST LANSING AVE. SUITE 1
BLOOMFIELD HILLS MICH 48307

(212) 648 6400

members thereof, said notice containing the exact language of each of the amendments above set forth.

Deponent further says that at said meeting, seventy-one (71) out of eighty (80) members were present in person or by proxy and that the foregoing amendments were duly adopted by votes of sixty-seven (67) to three (3) in favor of the first stated amendment, sixty-one (61) to eight (8) in favor of the second stated amendment, and forty-nine (49) to twenty (20) in favor of the third stated amendment.

M. Eleanor Callahan
M. Eleanor Callahan, Secretary

STATE OF MICHIGAN
County of Oakland

Subscribed and sworn to before me this 14 day of

August, A.D., 1975, by M. Eleanor Callahan, Sec. of
Hilberry Square Apts.

Margaret K. Brookner
Margaret K. Brookner
Notary Public, Oakland Co., Mich.
My Commission Expires: 1-10-77

Countersigned and Witnessed.

Russell G. McCarty
Russell G. McCarty, President

Walter S. Hartman

UNE 5556 RE 100

**OAKLAND COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 15**

EXHIBIT B TO MASTER DEED OF THE
MULBERRY SQUARE APARTMENTS, A CONDOMINIUM OF
BLOOMFIELD TOWNSHIP, OAKLAND COUNTY, MICHIGAN

62nd PER
ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
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INTERNAL SECURITY

1. The above information was obtained from the records of the FBI and is being furnished to you for your information only. It is not to be used for any other purpose.

WILLIAM L. HENNING, JR.
WILLIAM L. HENNING, JR.
WILLIAM L. HENNING, JR.
WILLIAM L. HENNING, JR.
WILLIAM L. HENNING, JR.

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Figure 1

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Abstract

Wm. H. K. 9 6 c

1997年12月19日

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[Signature]

- Figure 1**

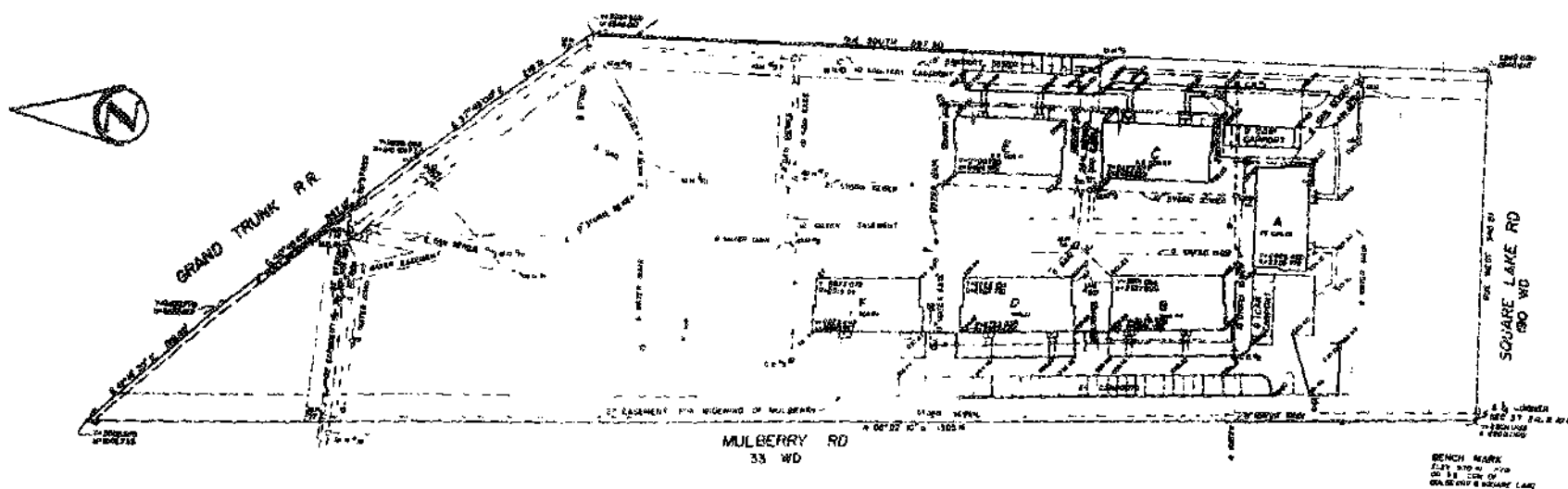
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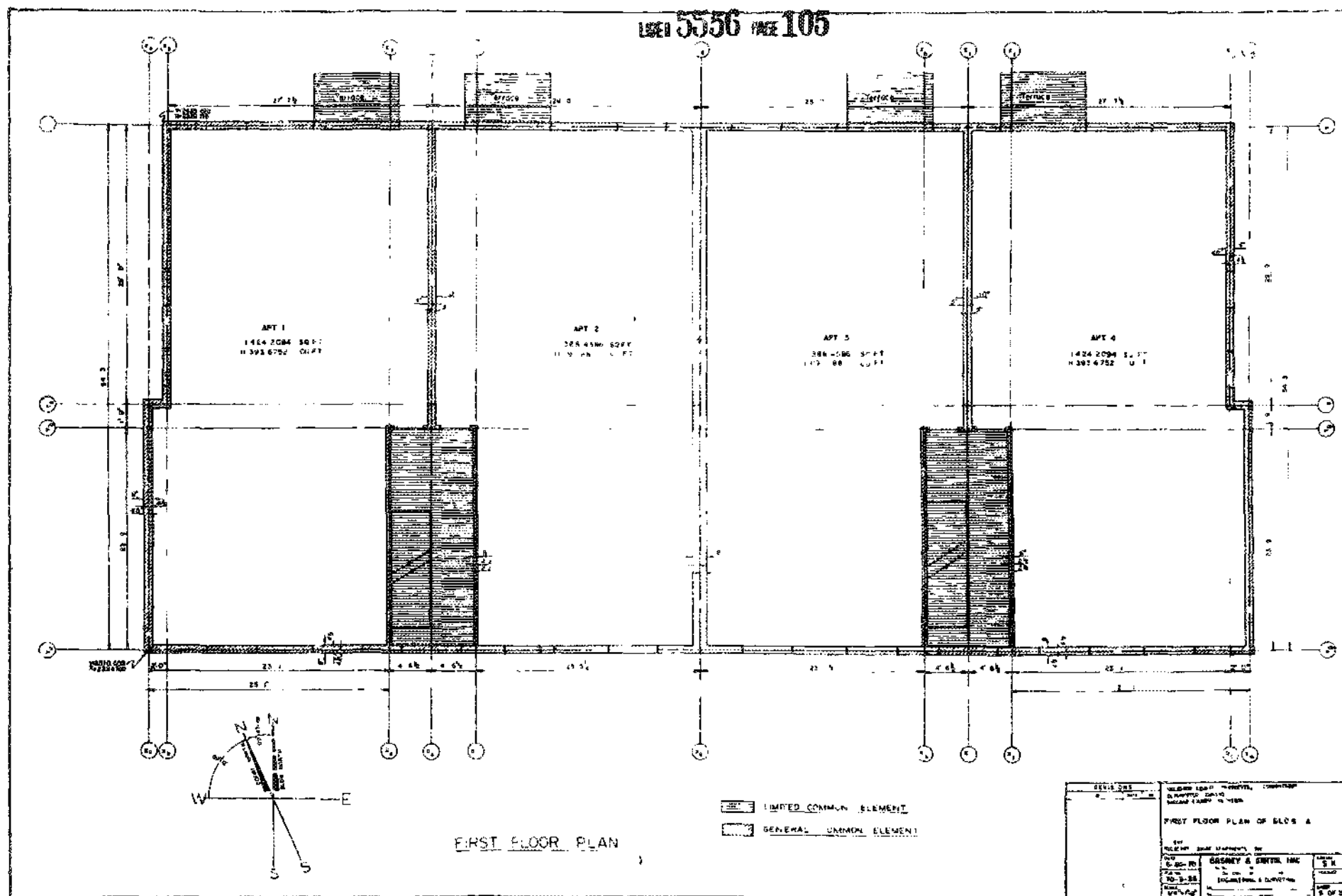
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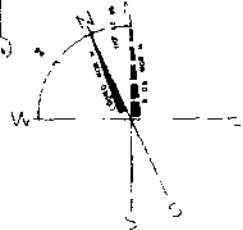
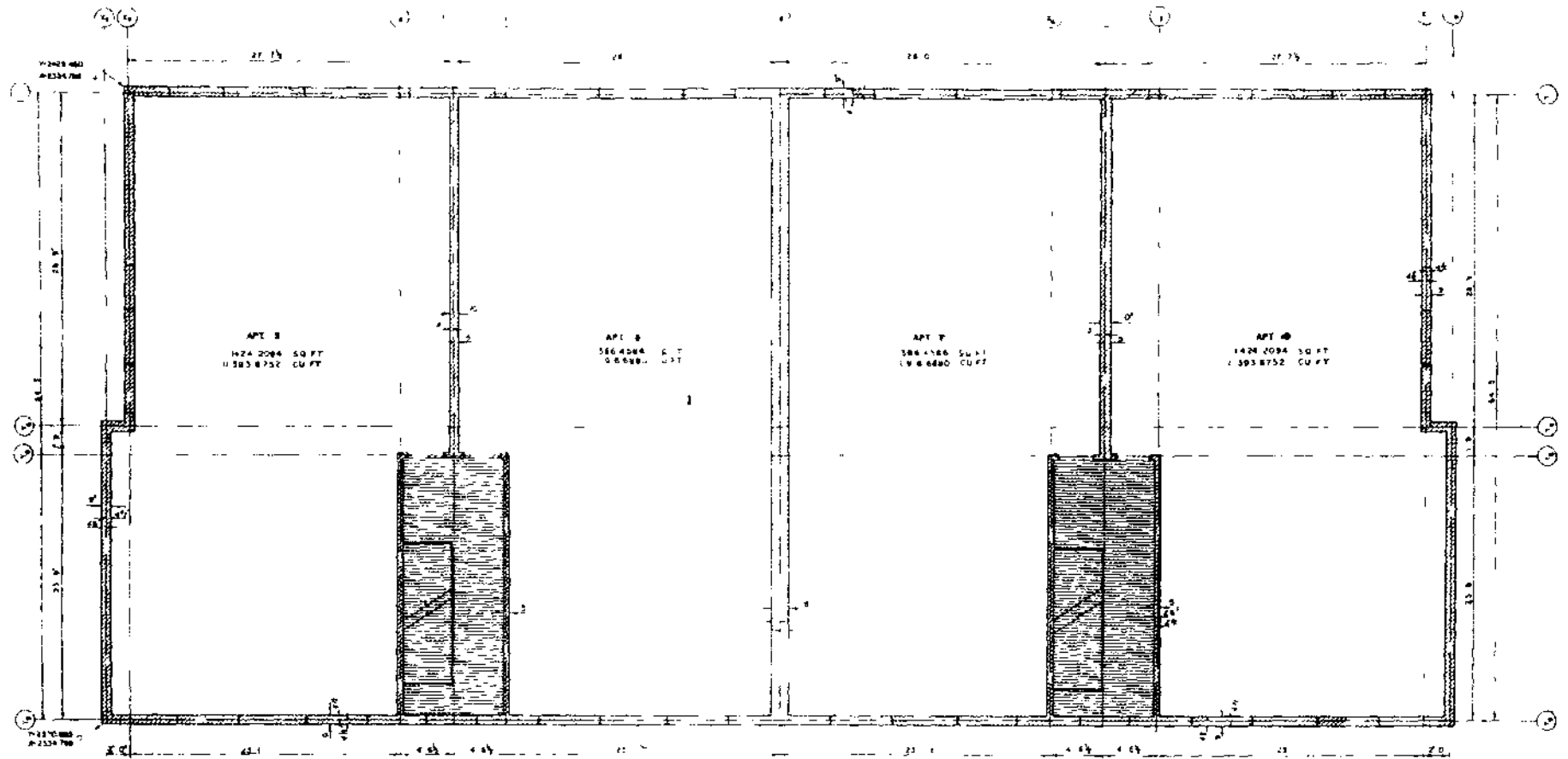
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 658. 3954" DRAIN
 659. 3960" DRAIN
 660. 3966" DRAIN
 661. 3972" DRAIN
 662. 3978" DRAIN
 663. 3984" DRAIN
 664. 3990" DRAIN
 665. 3996" DRAIN
 666. 4002" DRAIN
 667. 4008" DRAIN
 668. 4014" DRAIN
 669. 4020" DRAIN
 670. 4026" DRAIN
 671. 4032" DRAIN
 672. 4038" DRAIN
 673. 4044" DRAIN
 674. 4050" DRAIN
 675. 4056" DRAIN
 676. 4062" DRAIN
 677. 4068" DRAIN
 678. 4074" DRAIN
 679. 4080" DRAIN
 680. 4086" DRAIN
 681. 4092" DRAIN
 682. 4098" DRAIN
 683. 4104" DRAIN
 684. 4110" DRAIN
 685. 4116" DRAIN
 686. 4122" DRAIN
 687. 4128" DRAIN
 688. 4134" DRAIN
 689. 4140" DRAIN
 690. 4146" DRAIN
 691. 4152" DRAIN
 692. 4158" DRAIN
 693. 4164" DRAIN
 694. 4170" DRAIN
 695. 4176" DRAIN
 696. 4182" DRAIN
 697. 4188" DRAIN
 698. 4194" DRAIN
 699. 4200" DRAIN
 700. 4206" DRAIN
 701. 4212" DRAIN
 702. 4218" DRAIN
 703. 4224" DRAIN
 704. 4230" DRAIN
 705. 4236" DRAIN
 706. 4242" DRAIN
 707. 4248" DRAIN
 708. 4254" DRAIN
 709. 4260" DRAIN
 710. 4266" DRAIN
 711. 4272" DRAIN
 712. 4278" DRAIN
 713. 4284" DRAIN
 714. 4290" DRAIN
 715. 4296" DRAIN
 716. 4302" DRAIN
 717. 4308" DRAIN
 718. 4314" DRAIN
 719. 4320" DRAIN
 720. 4326" DRAIN
 721. 4332" DRAIN
 722. 4338" DRAIN
 723. 4344" DRAIN
 724. 4350" DRAIN
 725. 4356" DRAIN
 726. 4362" DRAIN
 727. 4368" DRAIN
 728. 4374" DRAIN

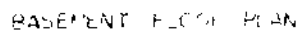


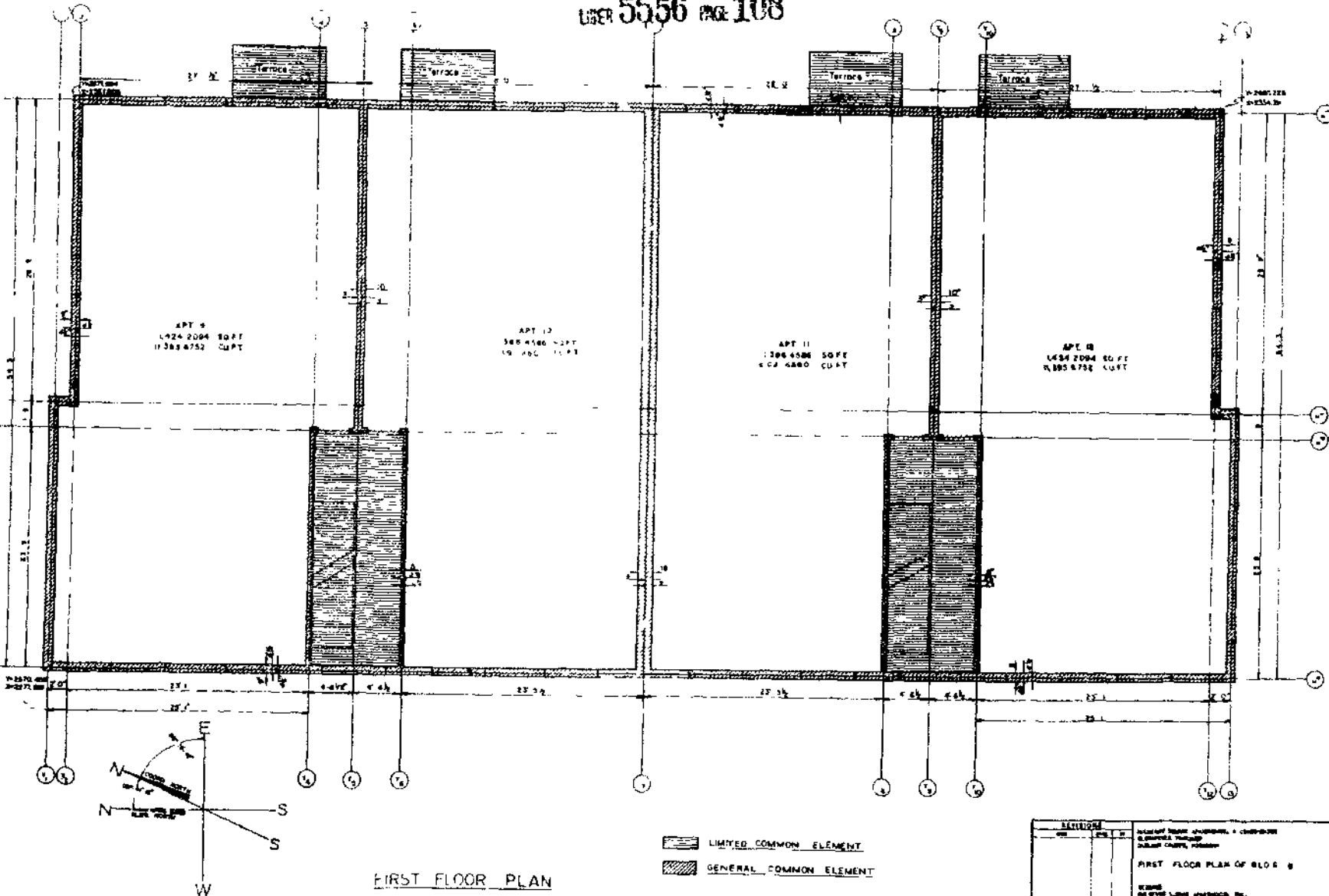


SECOND FLOOR PLAN

UNITED STATES DEPARTMENT OF THE ARMY
GENERAL INVESTIGATION

SECOND FLOOR PLAN OF BLOCK A DRAWN BY: [] CHECKED BY: [] DATE: []	
SCALE: 1" = 10'-0" DRAWN BY: [] CHECKED BY: [] DATE: []	BASNET & SMITH, INC. ENGINEERS & ARCHITECTS 1000 15th St. N.W. WASHINGTON, D.C. 20005

[illegible]



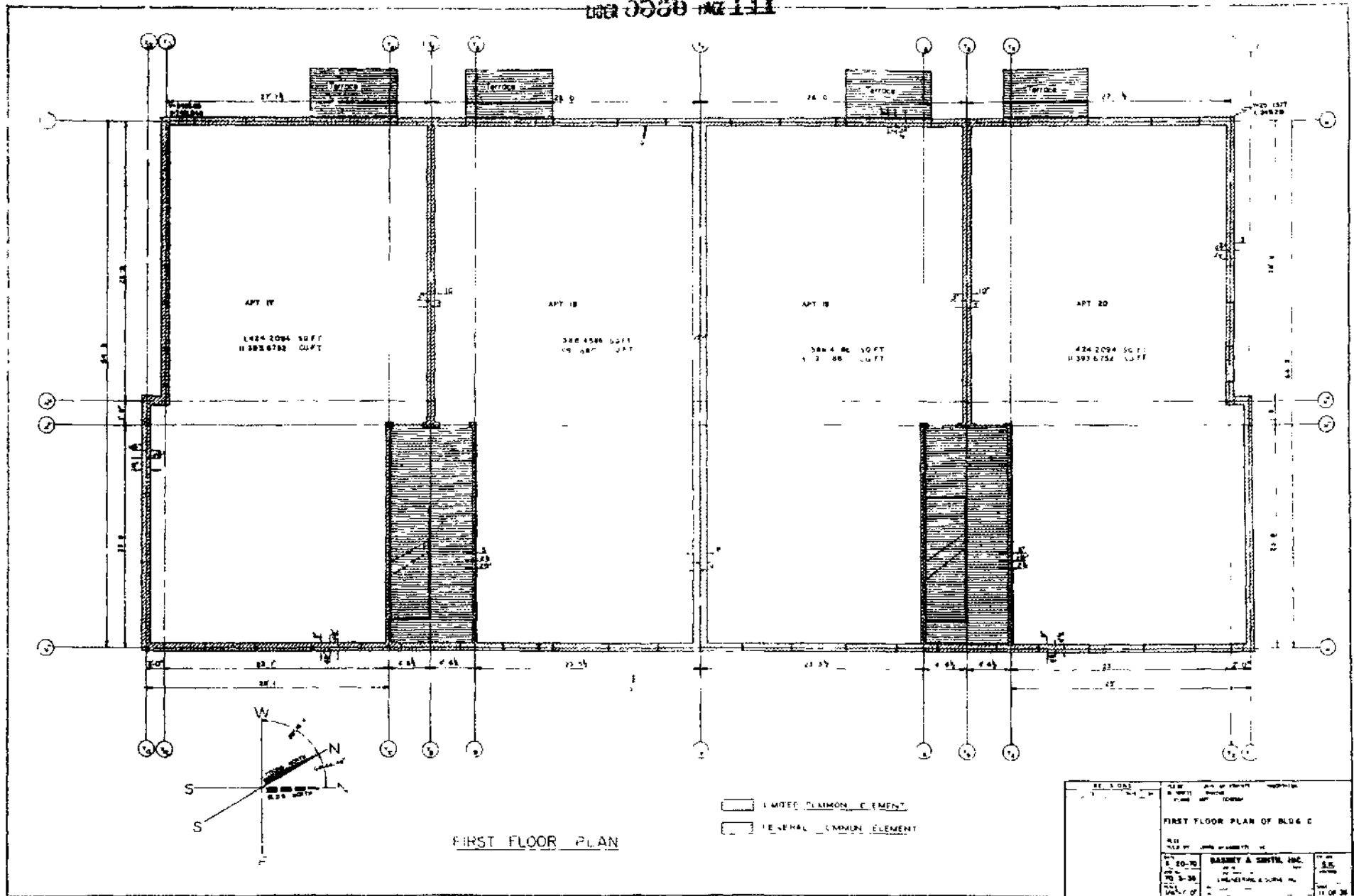
FIRST FLOOR PLAN

 LIMITED COMMON ELEMENT

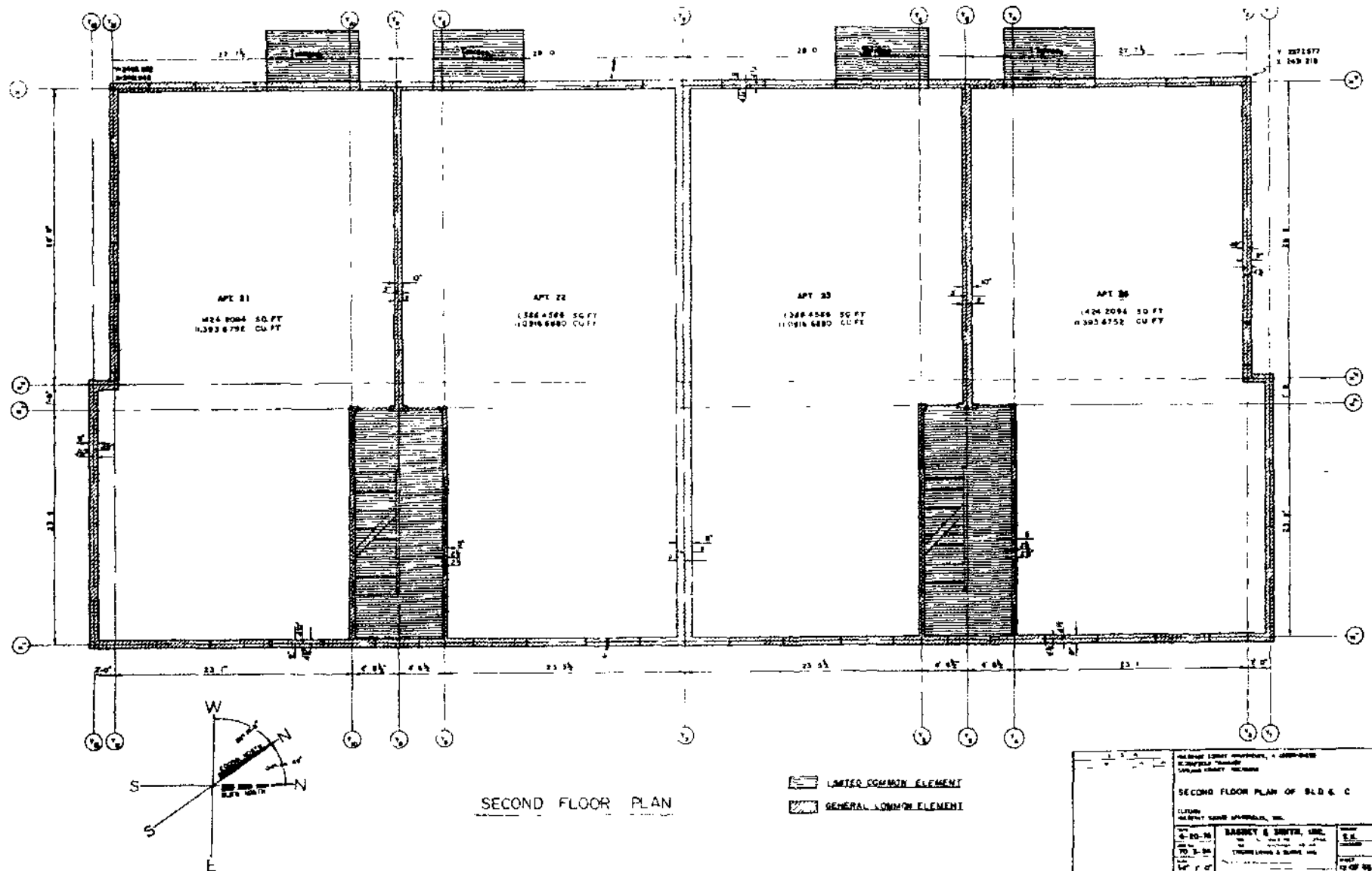
 GENERAL COMMON ELEMENT

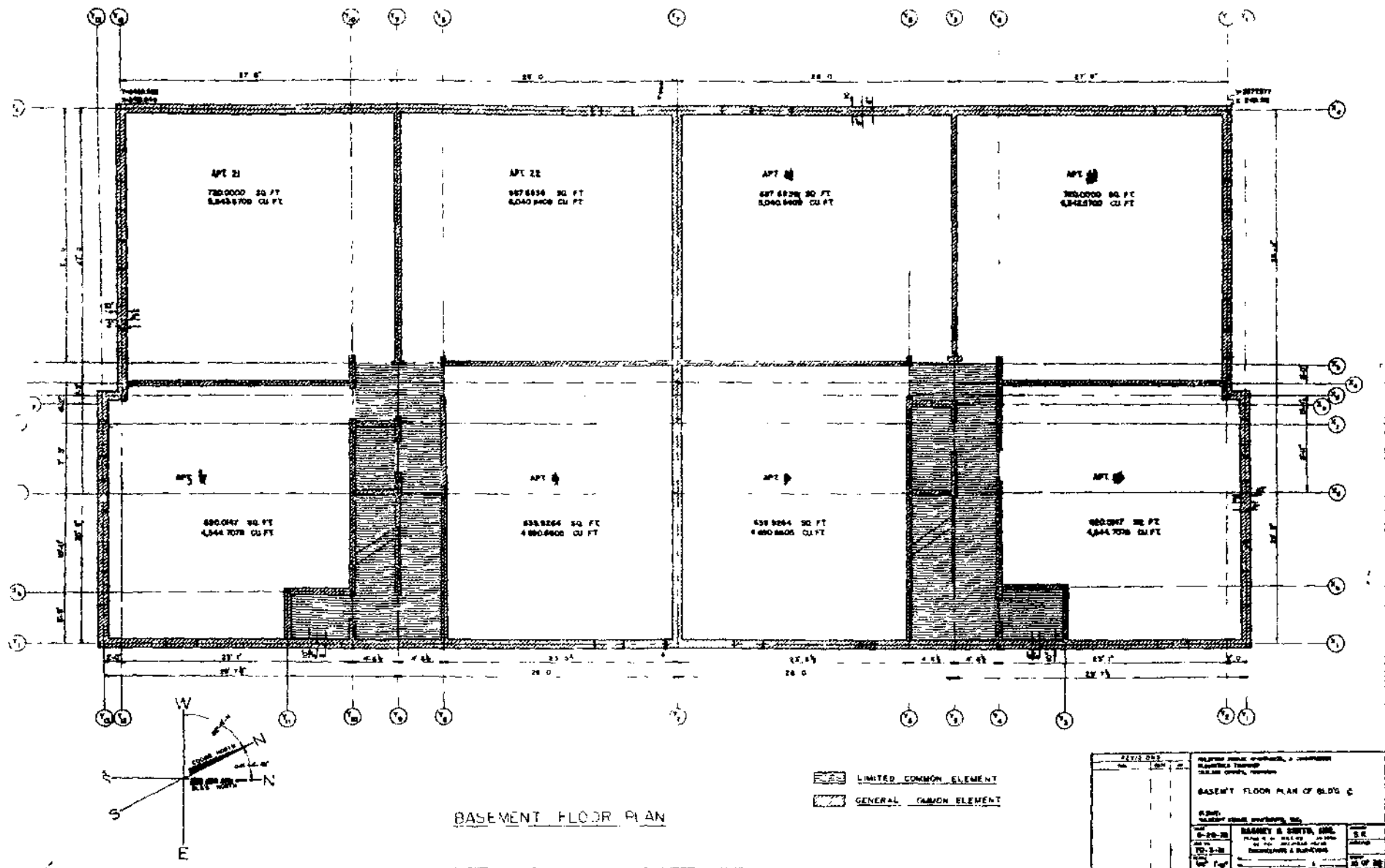
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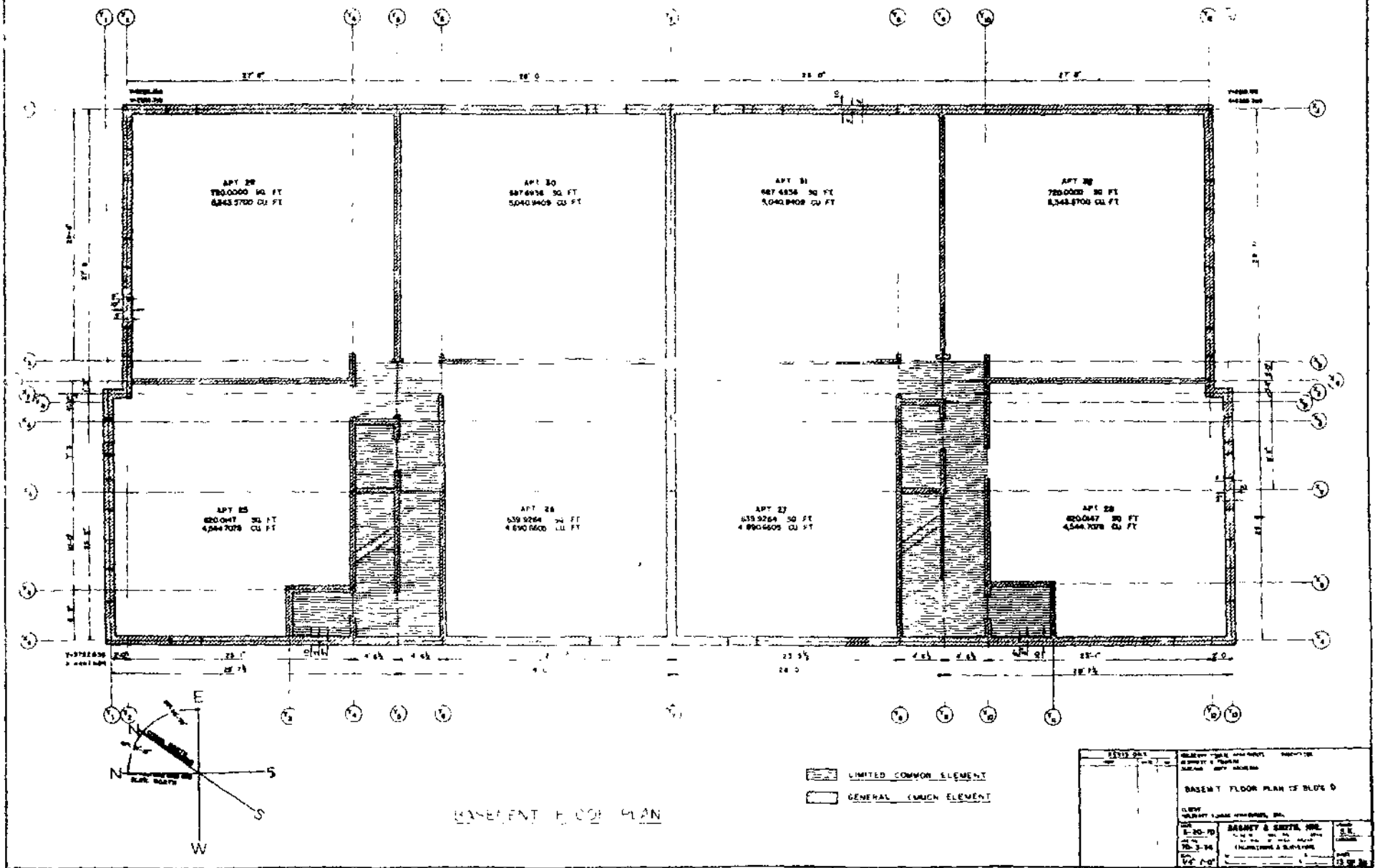
111-111-5555



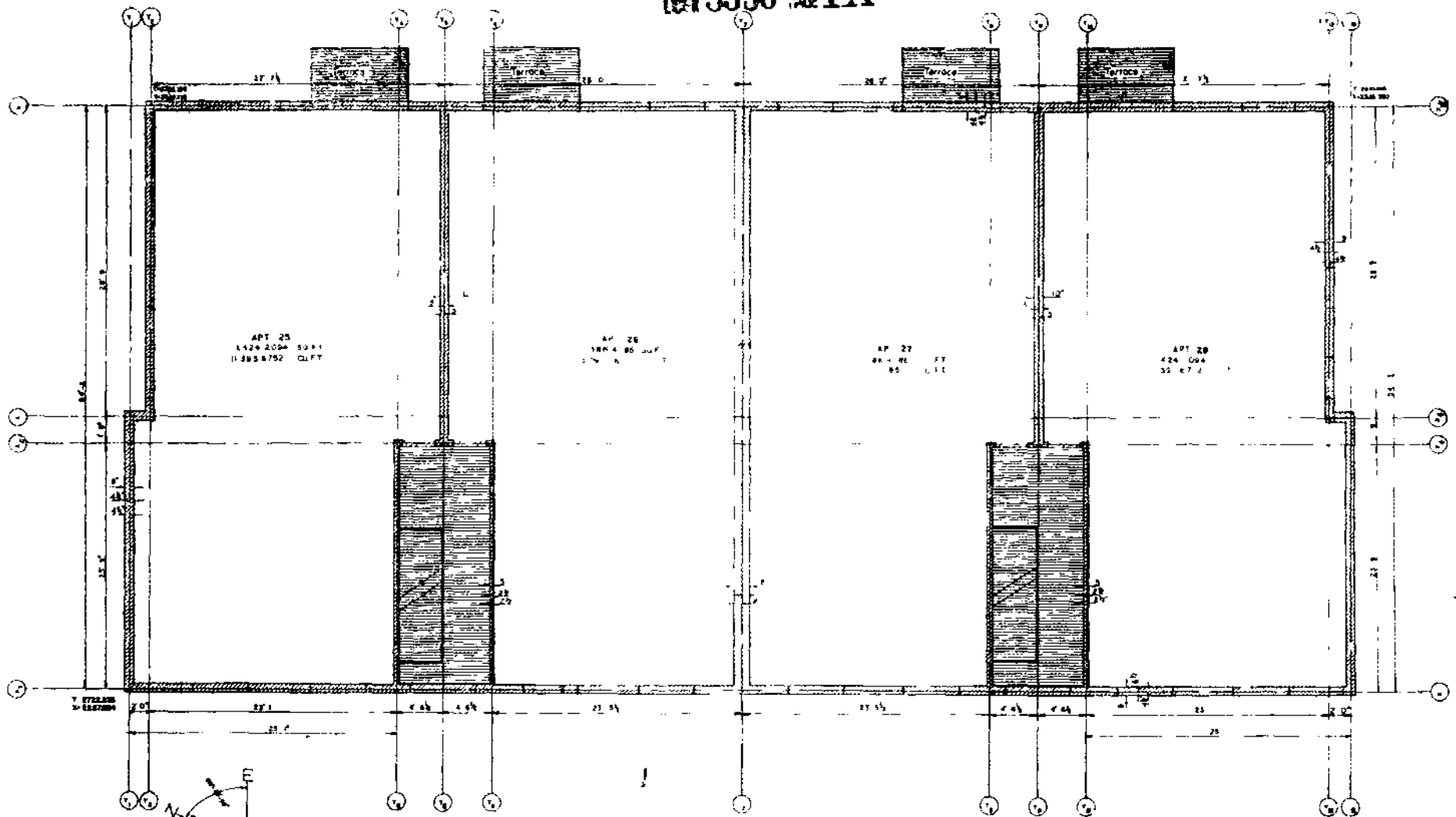
REV.	DATE	BY	CHKD.	DESCRIPTION
1	10-70	SAHNEY & SETHI, INC.		FIRST FLOOR PLAN OF BLDG C
2	10-70	SAHNEY & SETHI, INC.		
3	10-70	SAHNEY & SETHI, INC.		
4	10-70	SAHNEY & SETHI, INC.		
5	10-70	SAHNEY & SETHI, INC.		
6	10-70	SAHNEY & SETHI, INC.		
7	10-70	SAHNEY & SETHI, INC.		
8	10-70	SAHNEY & SETHI, INC.		
9	10-70	SAHNEY & SETHI, INC.		
10	10-70	SAHNEY & SETHI, INC.		
11	10-70	SAHNEY & SETHI, INC.		
12	10-70	SAHNEY & SETHI, INC.		
13	10-70	SAHNEY & SETHI, INC.		
14	10-70	SAHNEY & SETHI, INC.		
15	10-70	SAHNEY & SETHI, INC.		
16	10-70	SAHNEY & SETHI, INC.		
17	10-70	SAHNEY & SETHI, INC.		
18	10-70	SAHNEY & SETHI, INC.		
19	10-70	SAHNEY & SETHI, INC.		
20	10-70	SAHNEY & SETHI, INC.		







LOT 5556 PAGE 154

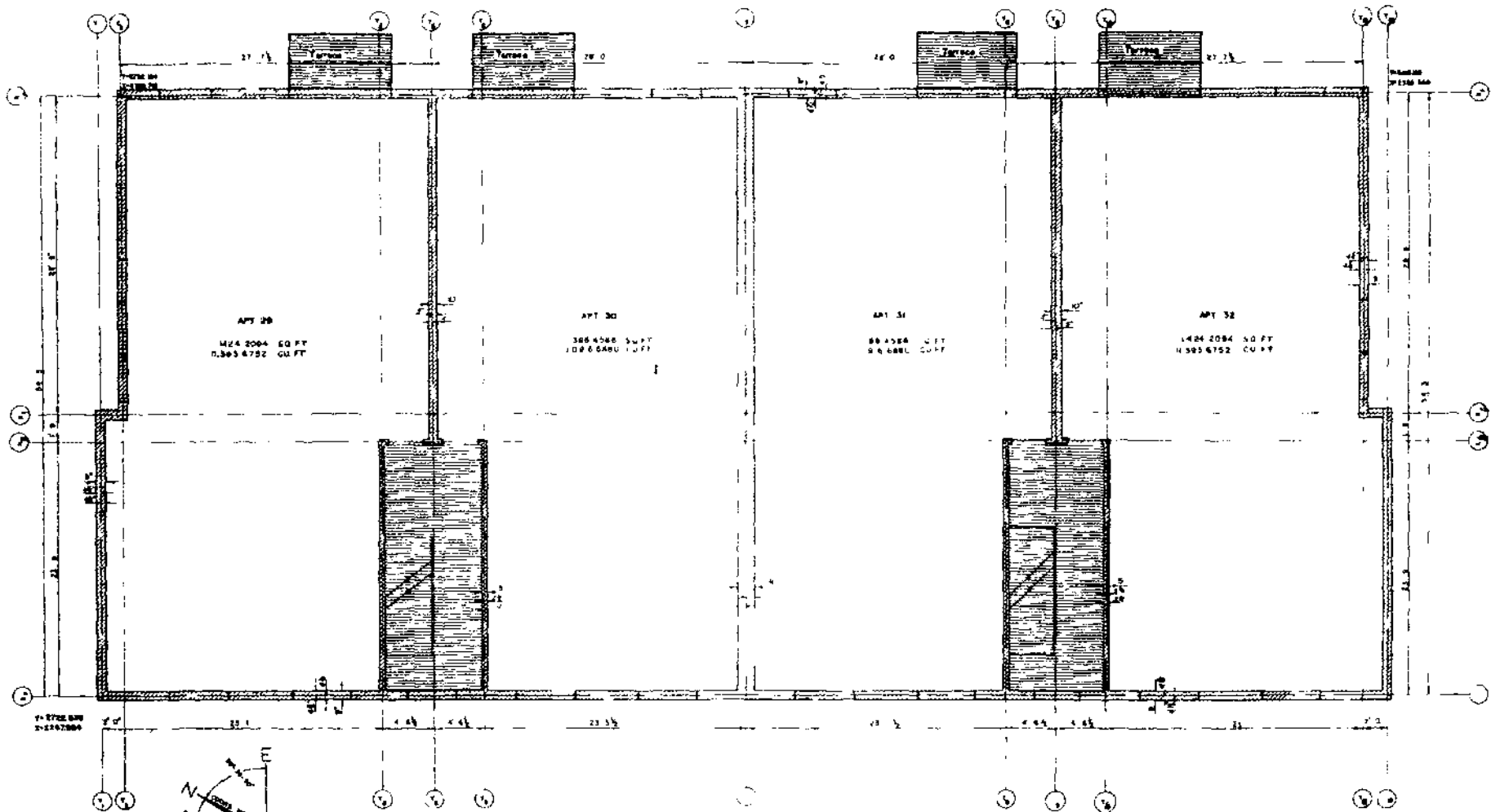


FIRST FLOOR PLAN

☐ LIMITED COMMON ELEMENT
☐ GENERAL COMMON ELEMENT

BUILDING NO. 1 DATE: 10/1/00		PROJECT NO. 1000000000 1000000000 1000000000
FIRST FLOOR PLAN OF BLDG. D		
DRAWN BY: J. J. J. CHECKED BY: J. J. J. DATE: 10/1/00	DESIGNED BY: J. J. J. CHECKED BY: J. J. J. DATE: 10/1/00	PROJECT NO. 1000000000 1000000000 1000000000

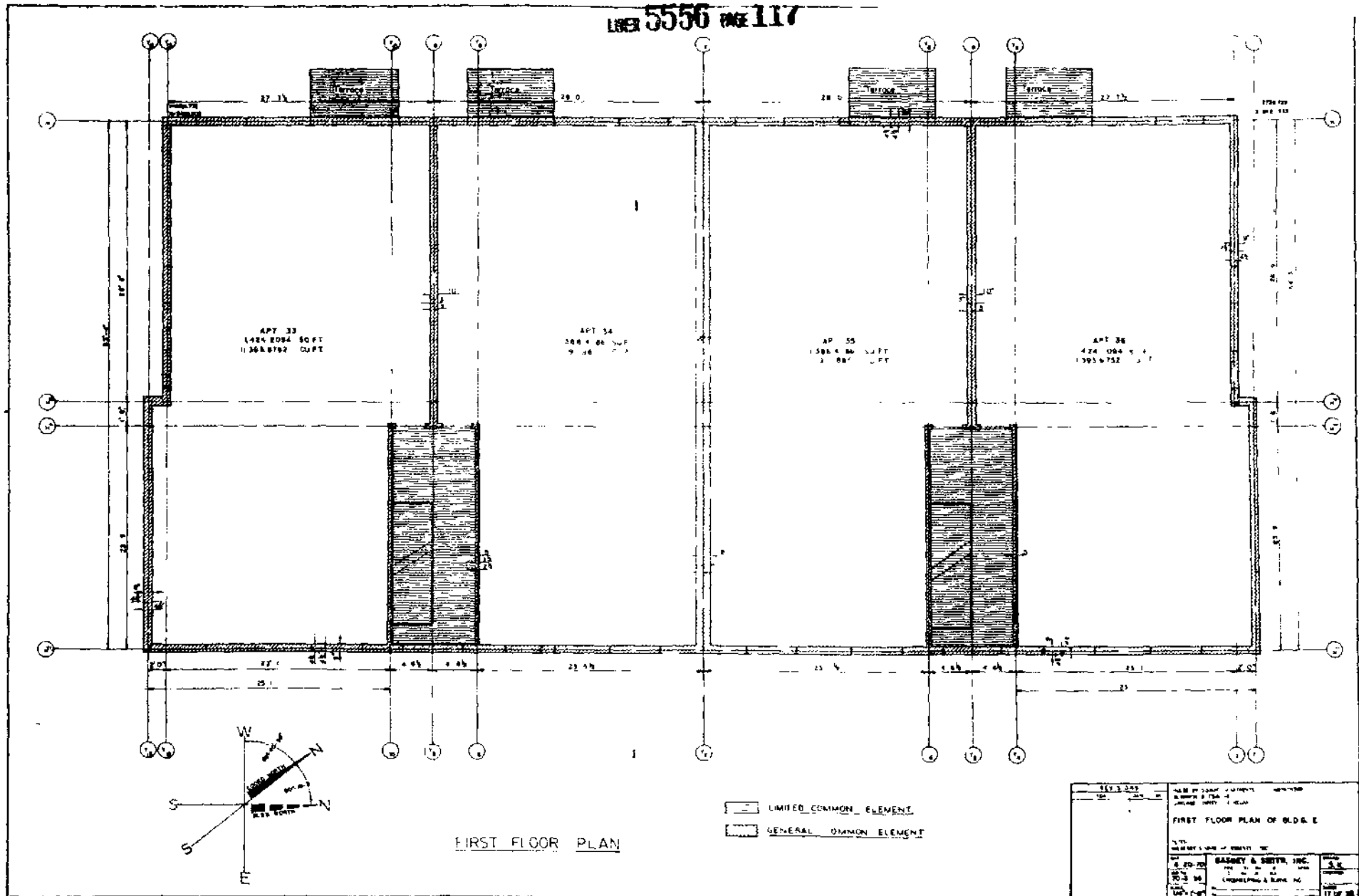
UNIT 5000 1000 110



SECOND FLOOR PLAN

UNITED COMMON ELEMENT
GENERAL COMMON ELEMENT

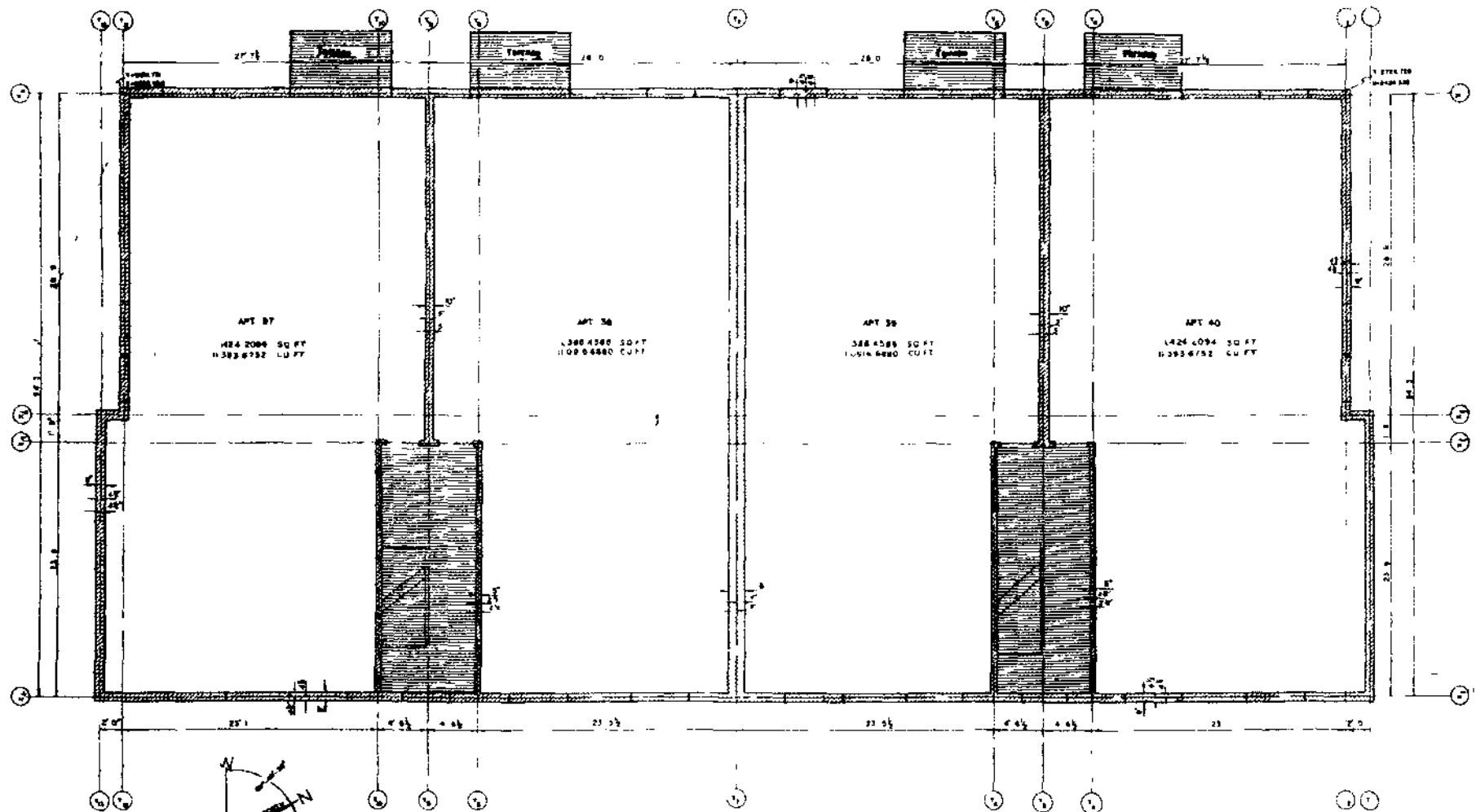
PROJECT NAME: UNIT 5000 1000 110	DATE: 10/1/2000
DESIGNER: BASREY & SMITH, INC.	SCALE: 1/8" = 1'-0"
PROJECT LOCATION: 1000 1000 110	DATE: 10/1/2000
PROJECT NO.: 1000 1000 110	DATE: 10/1/2000

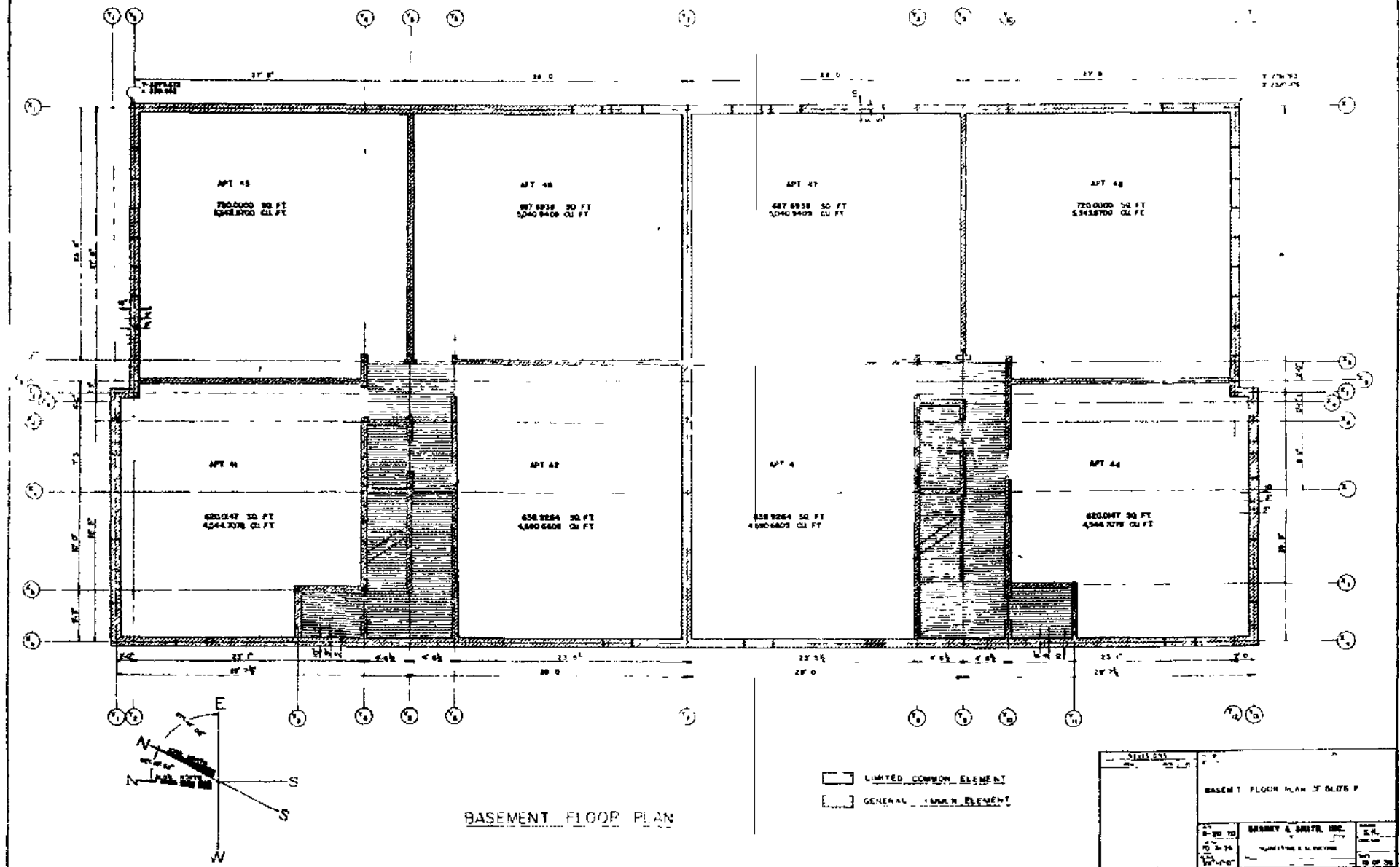


FIRST FLOOR PLAN

REV. 3.00		DATE OF CHANGE		REVISION	
1	10/1/80	1	10/1/80	1	10/1/80
FIRST FLOOR PLAN OF BLDG. E					
DESIGNED BY: S. S. SMITH, INC.					
CHECKED BY: S. S. SMITH, INC.					
DATE: 10/1/80					
PROJECT: 10/1/80					
SHEET: 17 OF 20					

0000000000

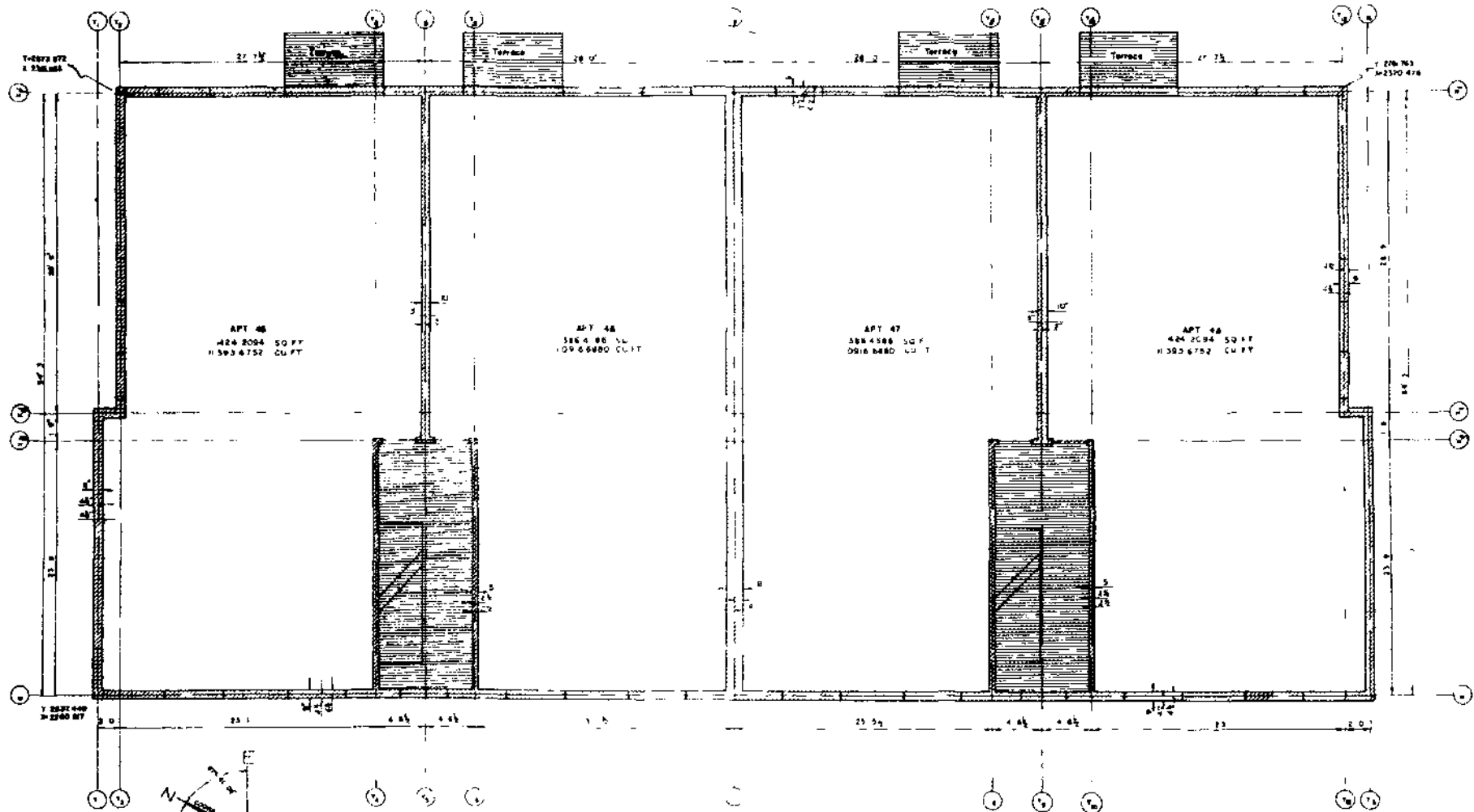




FIRST FLOOR PLAN

LIMITED COMMON ELEMENT
GENERAL COMMON ELEMENT

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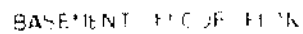


SECOND FLOOR PLAN

UNITED COMMON ELEMENT
GENERAL COMMON ELEMENT

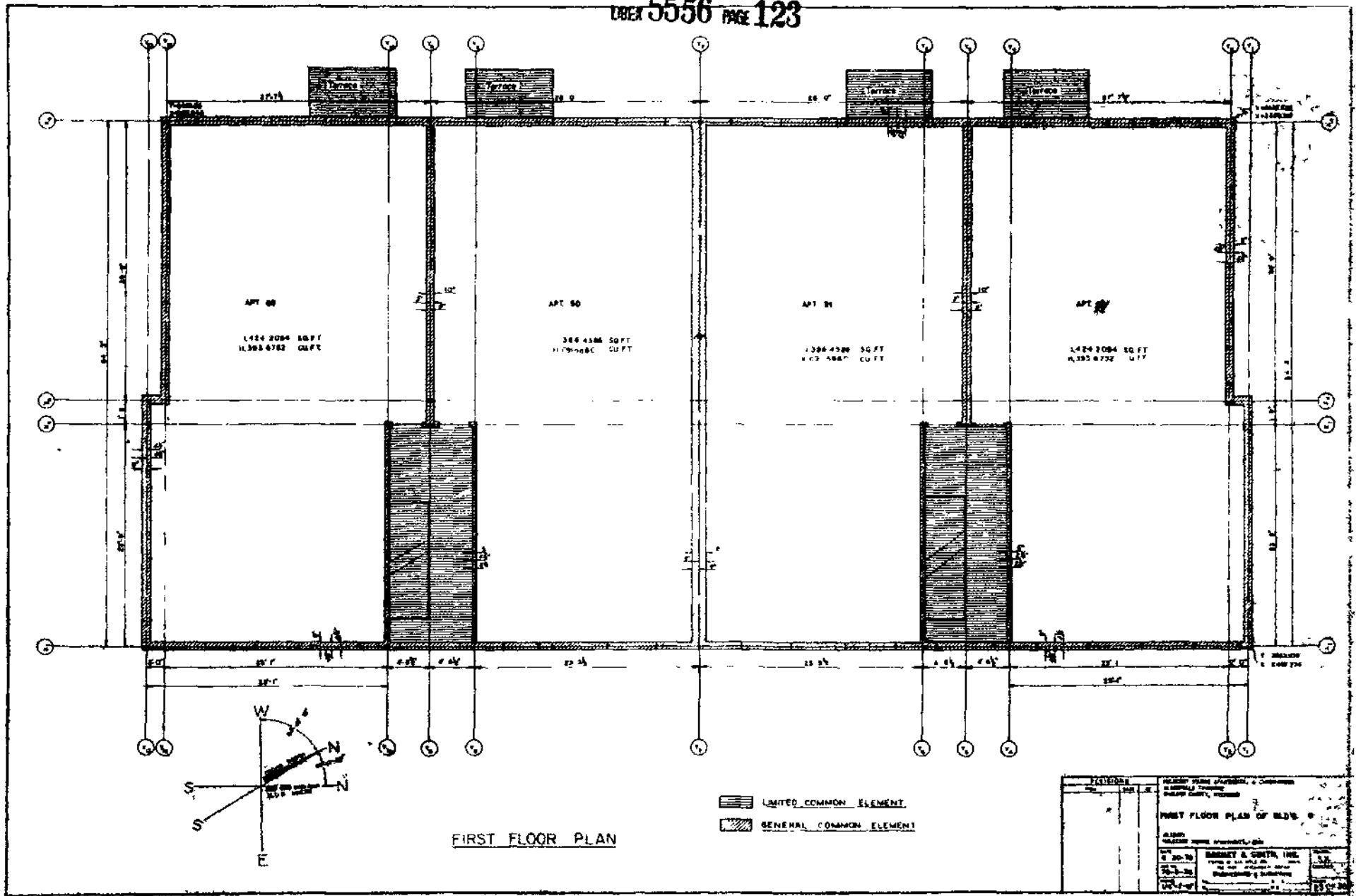
SECOND FLOOR PLAN OF BLDG F 1/12 5 20 10 20-3 34 14 1-11		SASHBY & SMITH, INC. ENGINEERING & SURVEYING 14 1-11
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LIB# 5556 PAGE 122

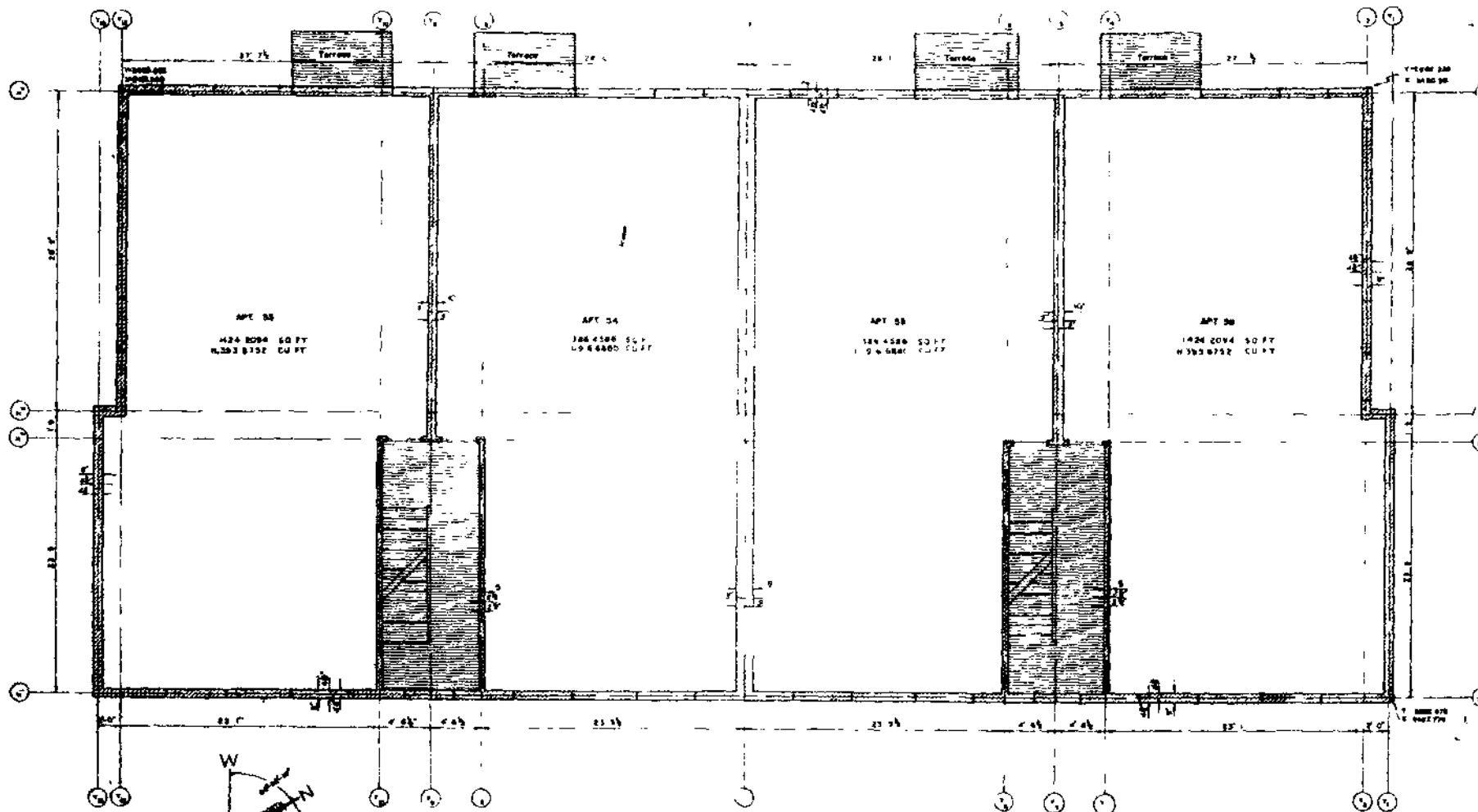


☐ LIMITED COMMON ELEMENT

[illegible]



UDEN CCCCC

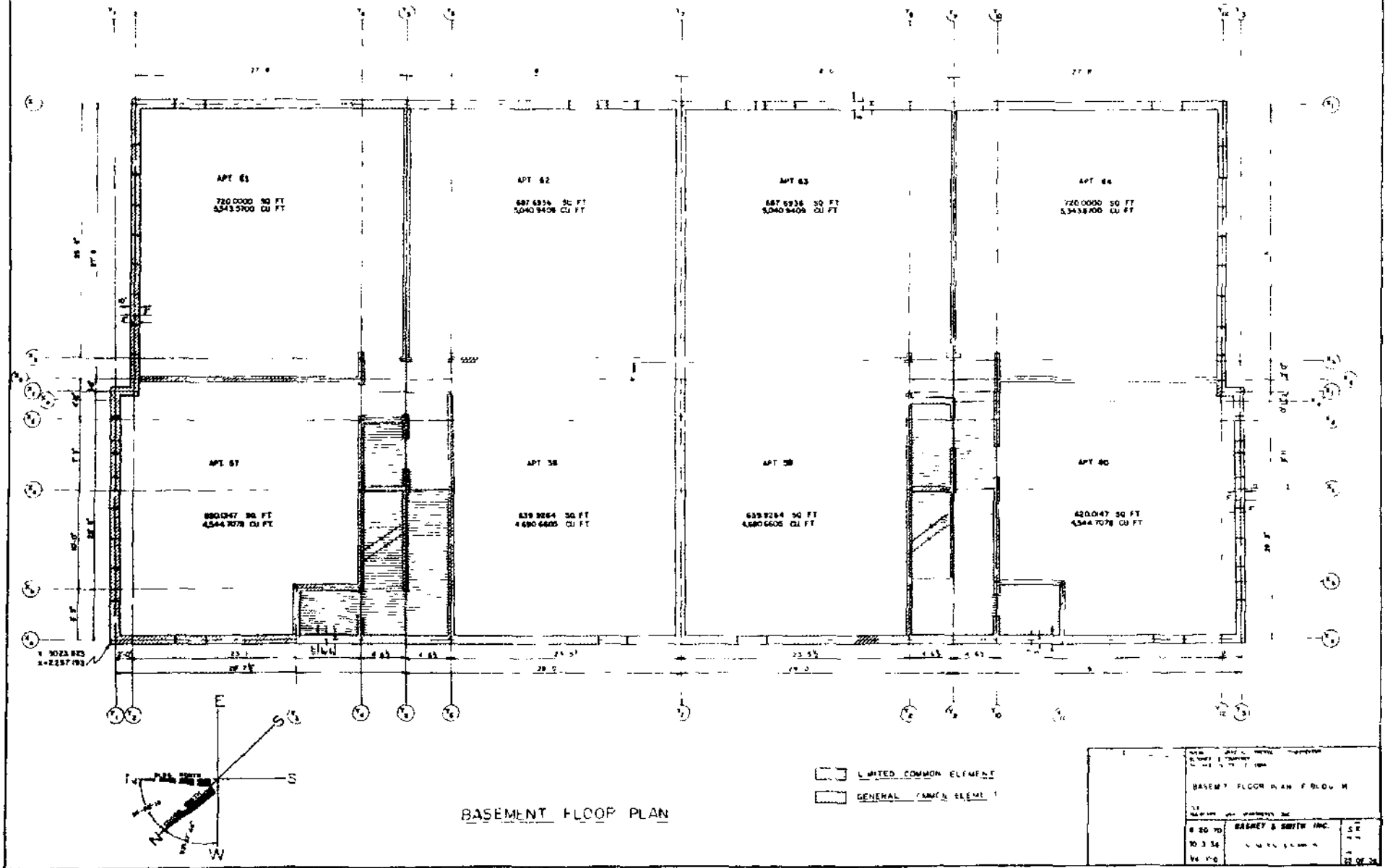


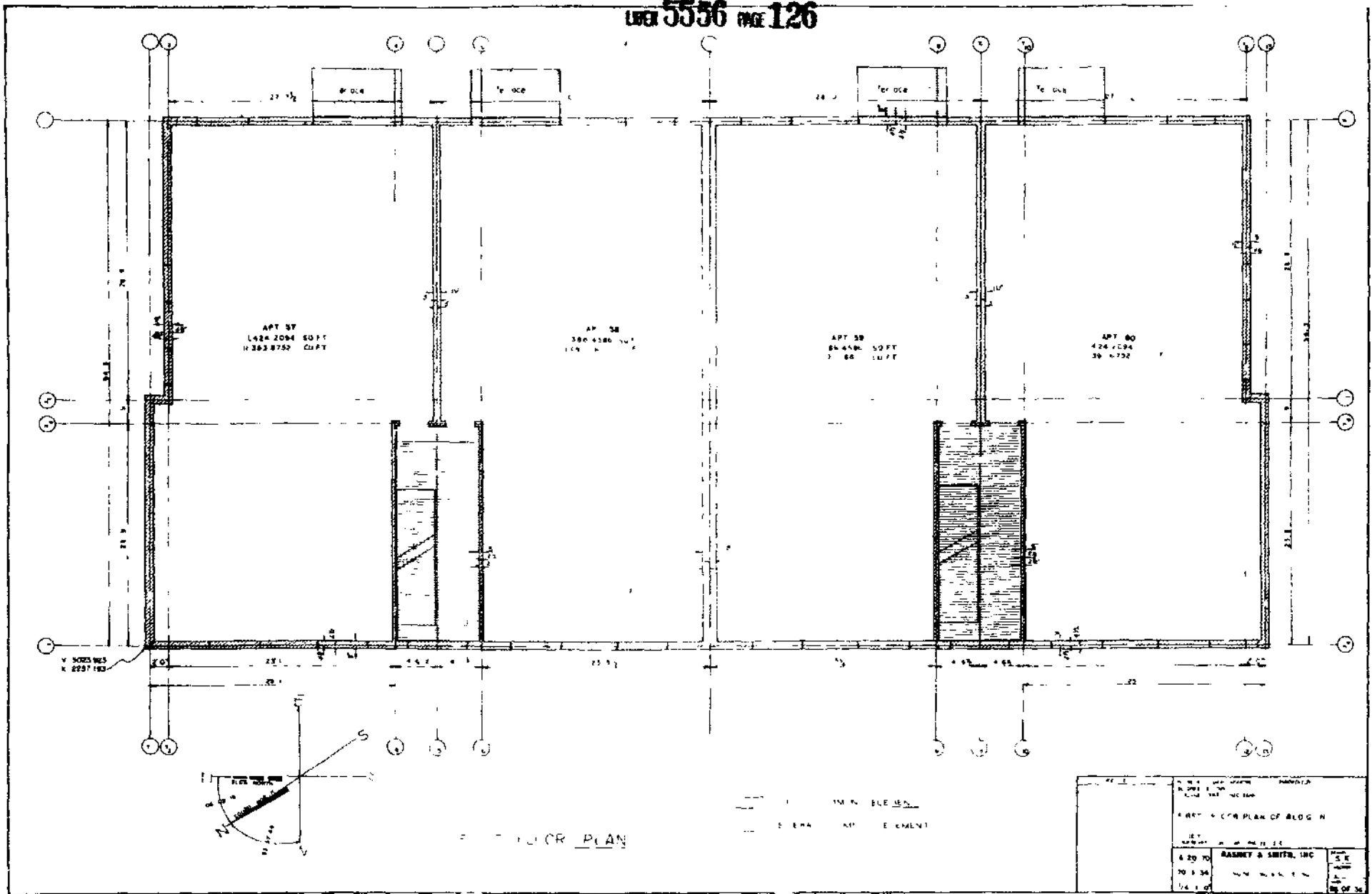
SECOND FLOOR PLAN

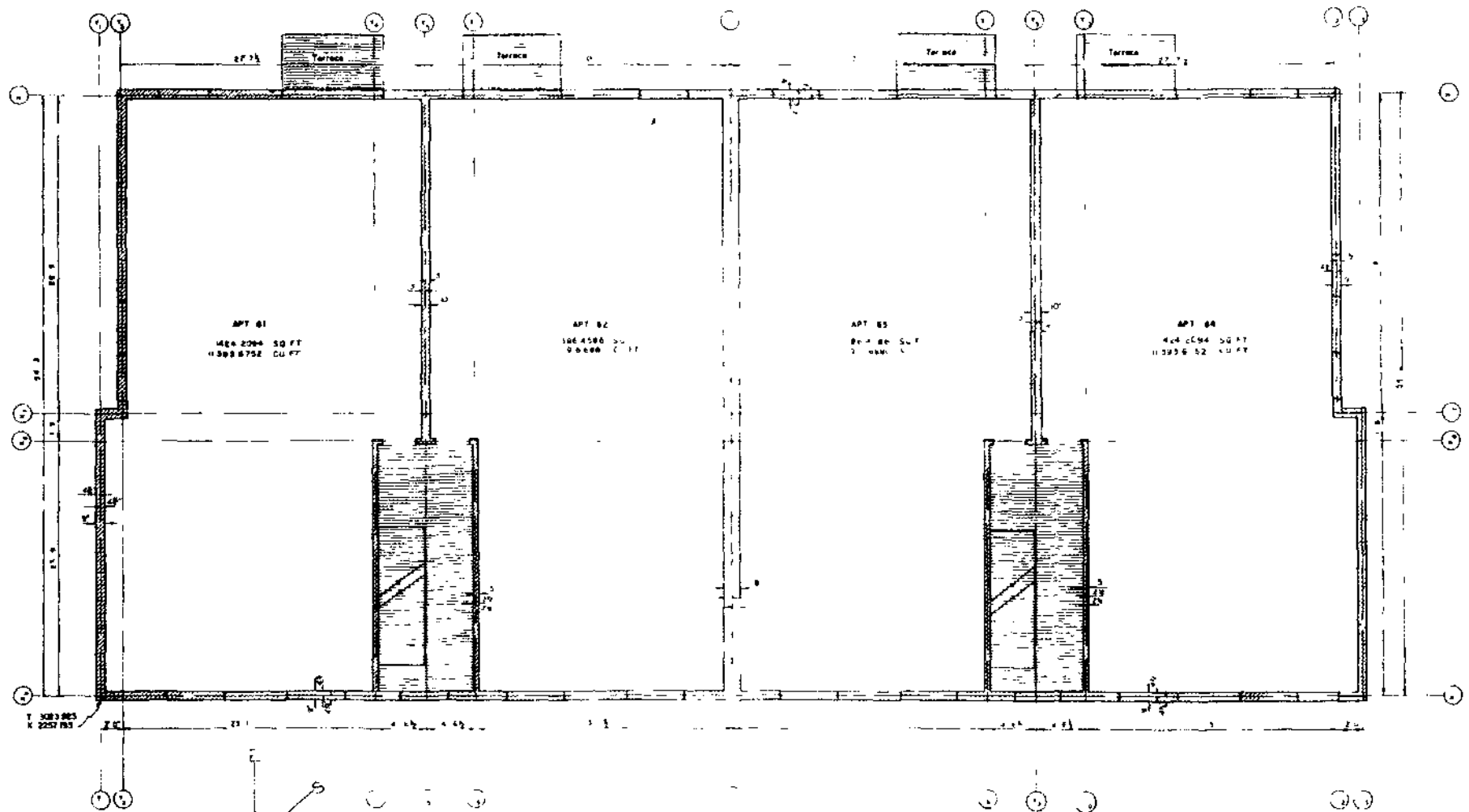
☐ UNITED COMMON ELEMENT

☐ GENERAL COMMON ELEMENT

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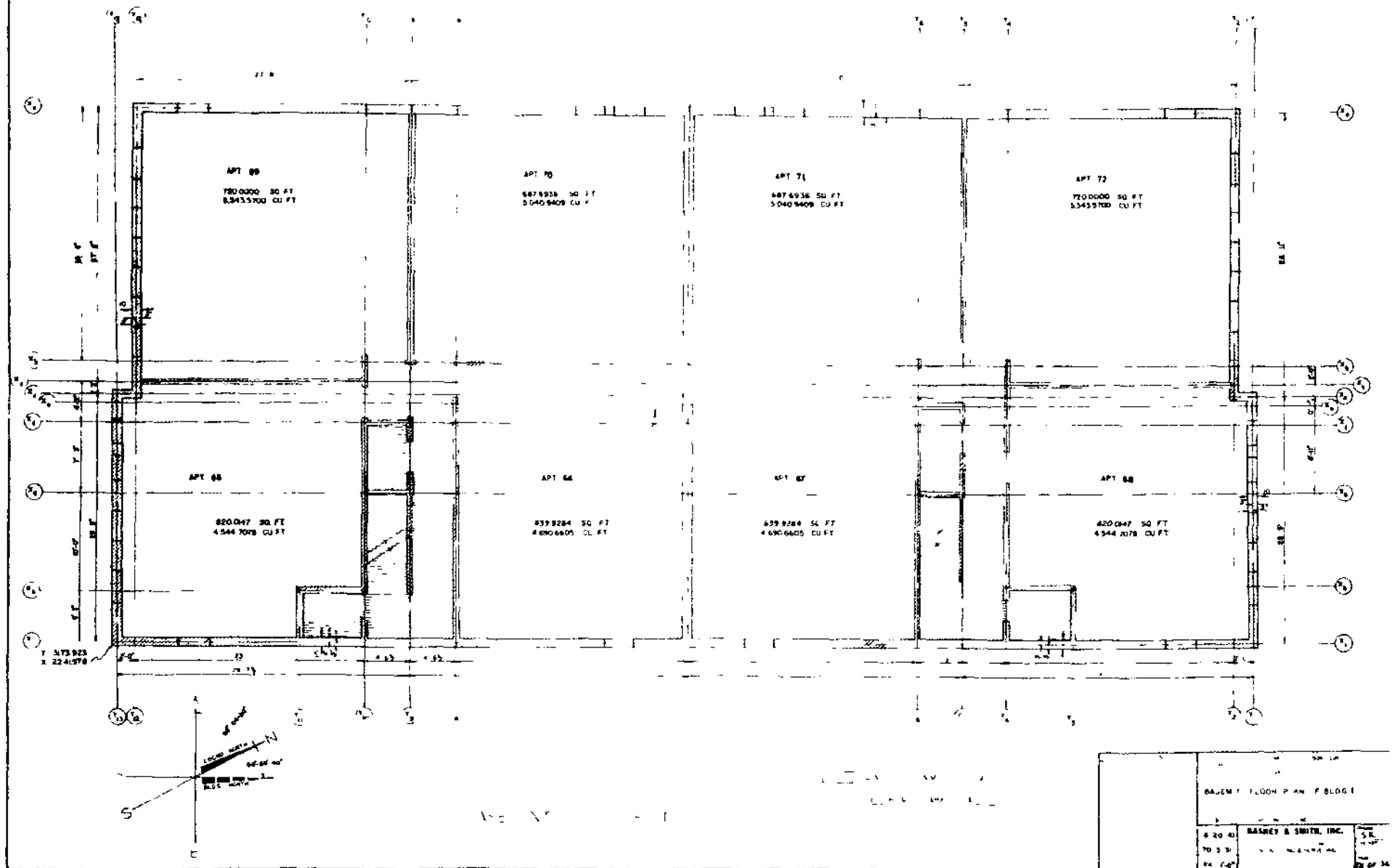


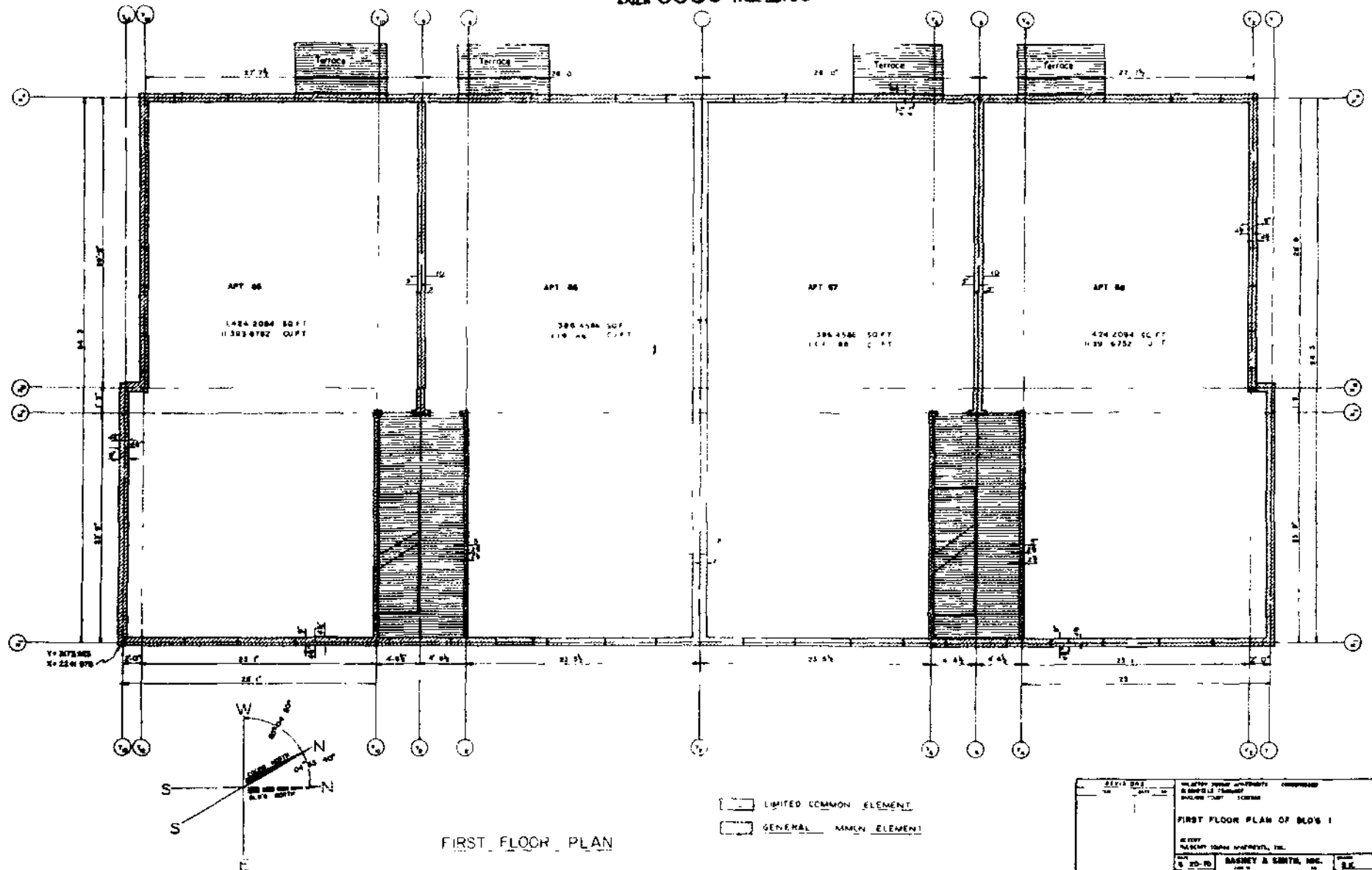


SECOND FLOOR PLAN OF BLOCK H

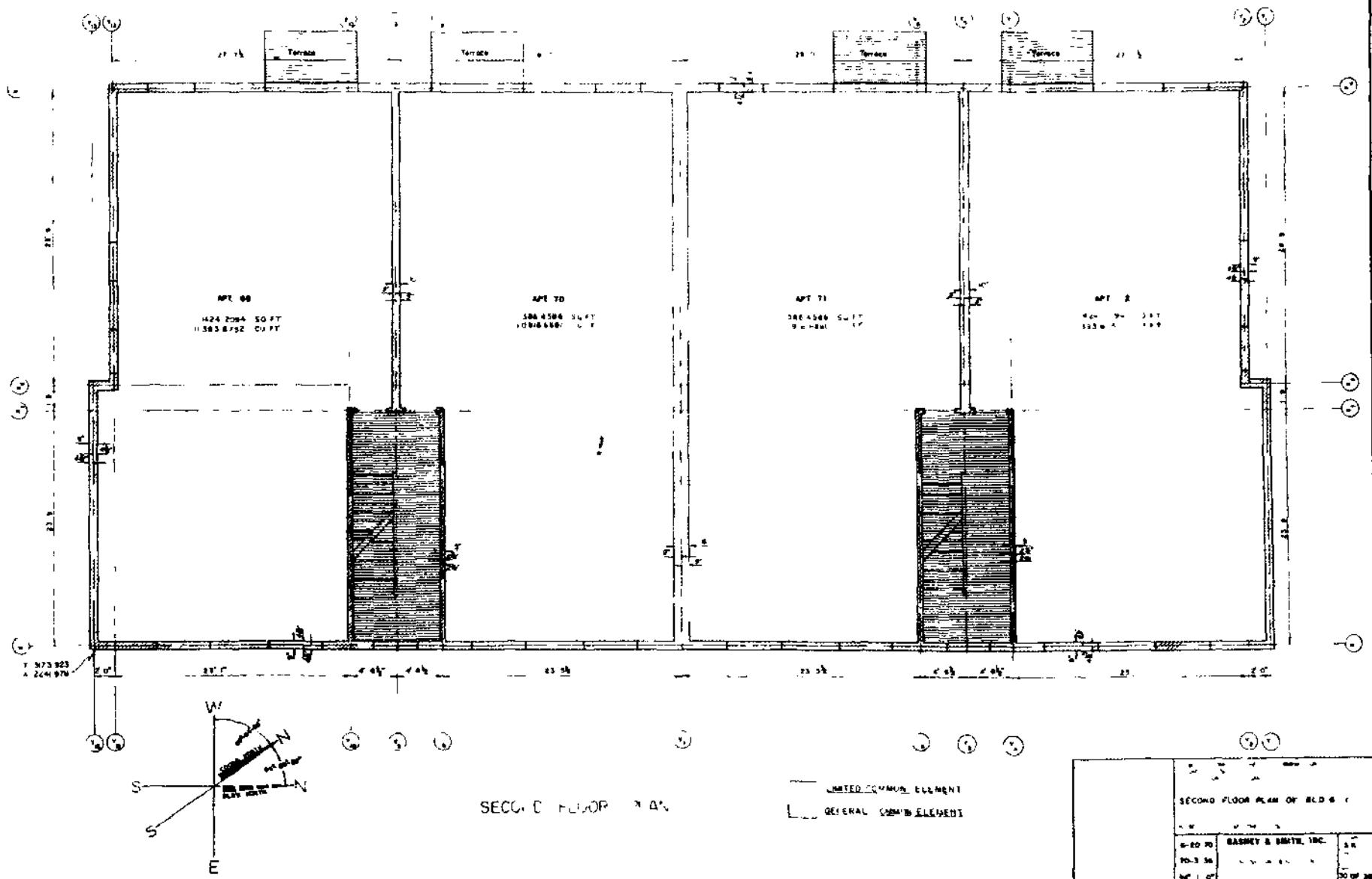
☒ LIMITED COMMON ELEMENT
☐ GENERAL COMMON ELEMENT

PROJECT INFORMATION		
SECOND FLOOR PLAN OF BLOCK H		
DATE	BY	CHK
6-20-79	BASNEY & SMITH, INC.	S.K.
70-338		
144 F.D.		17 OF 36

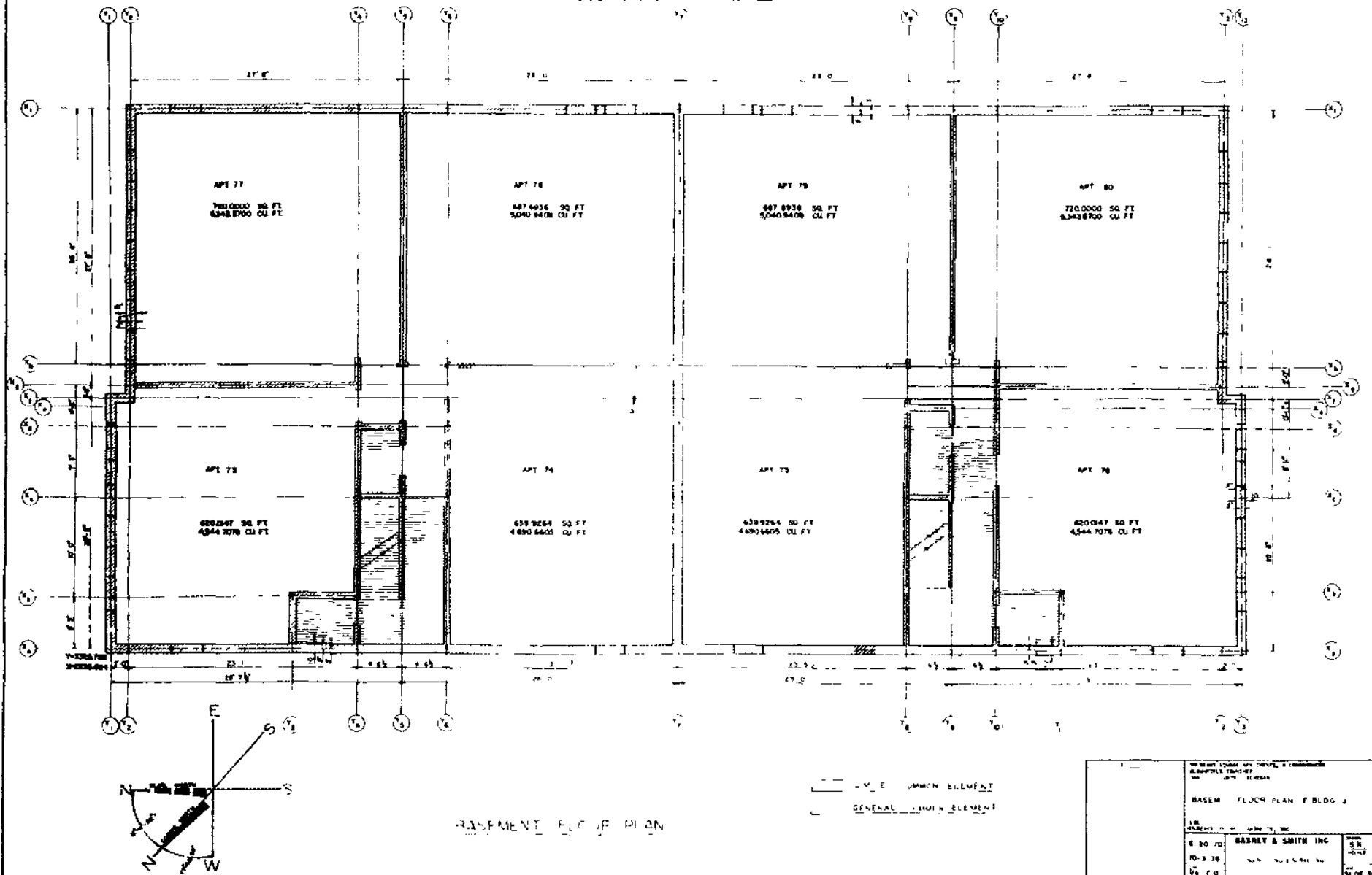


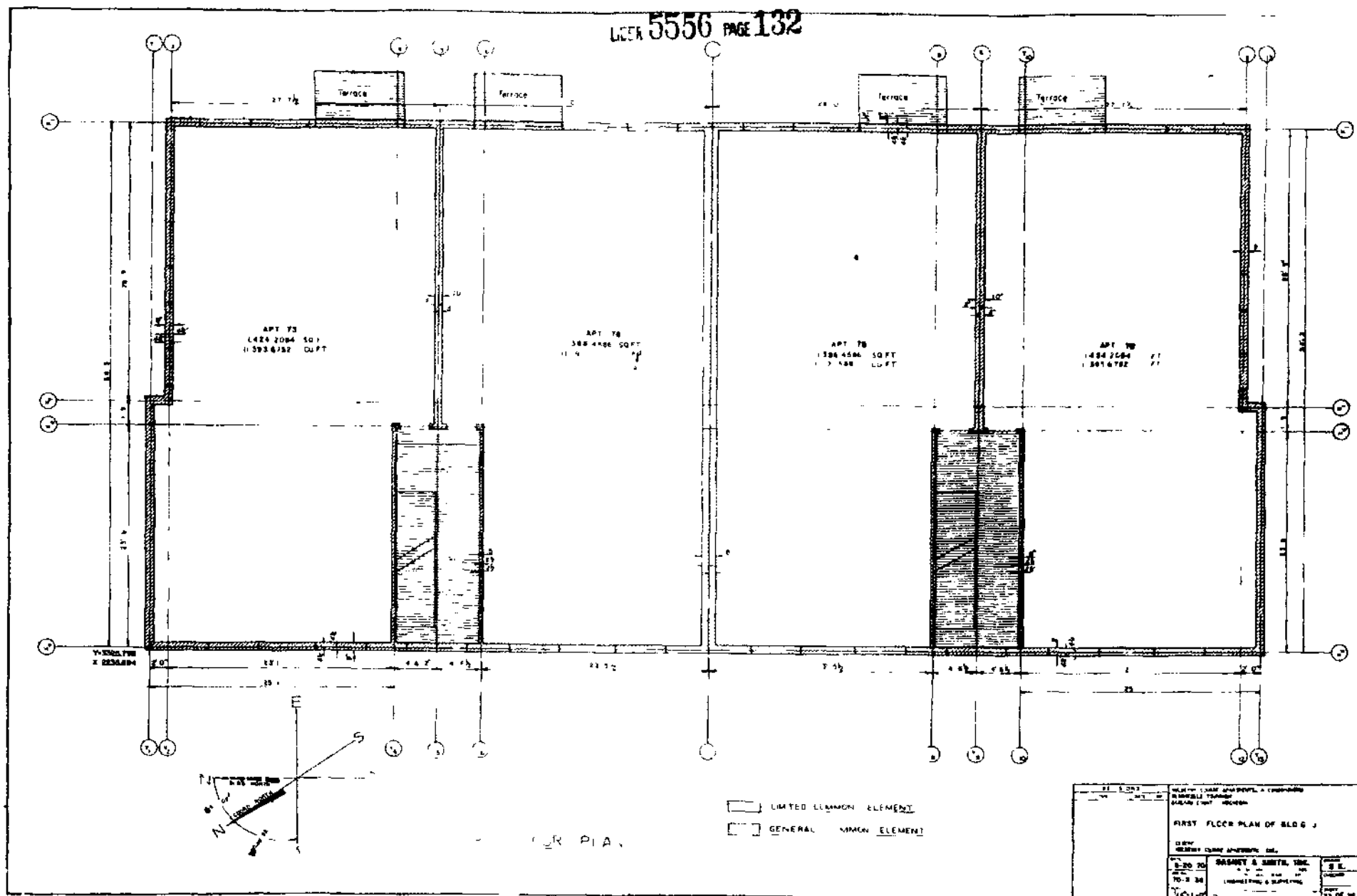


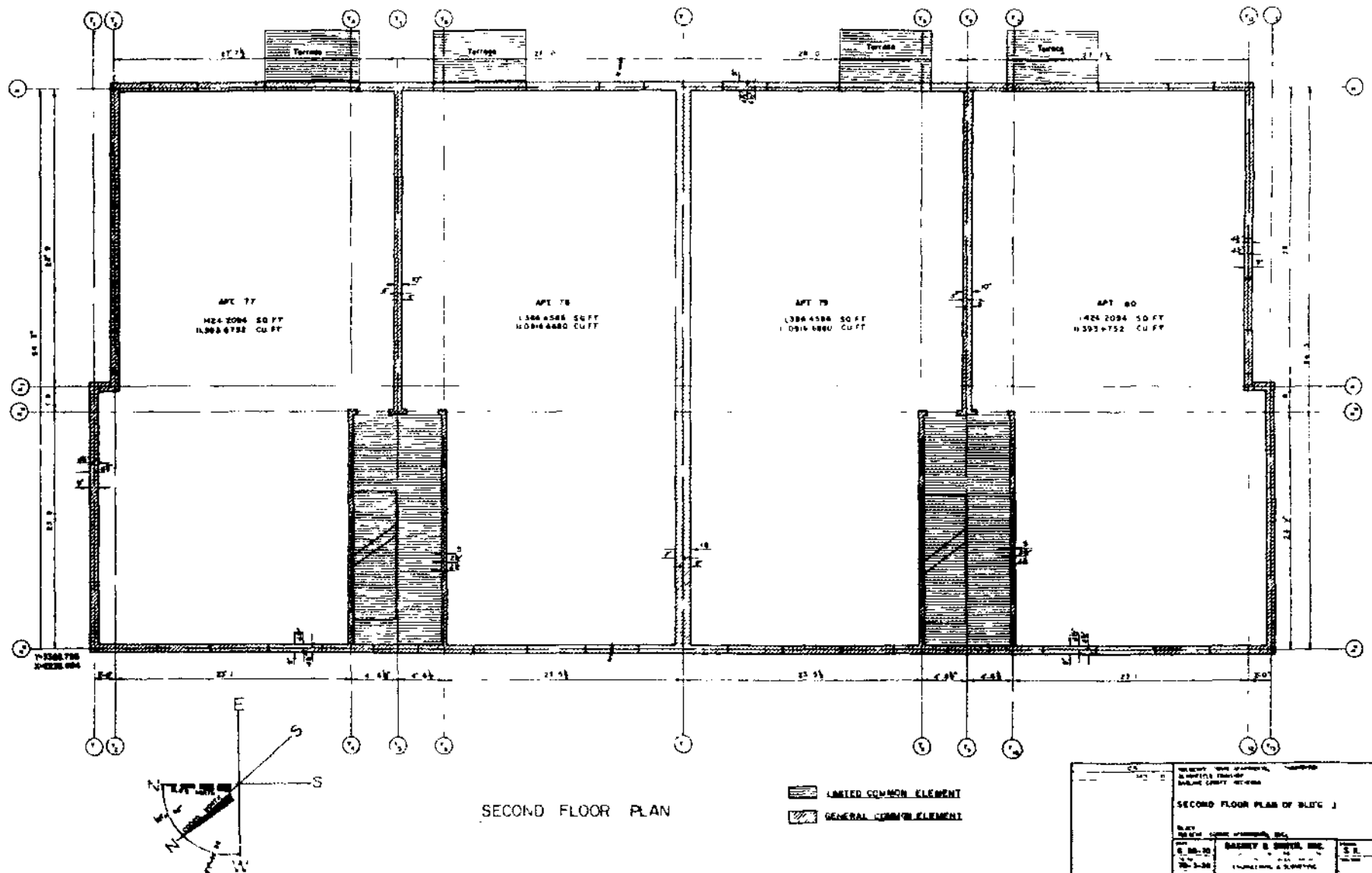
FIRST FLOOR PLAN



USE 5556 PAGE 131

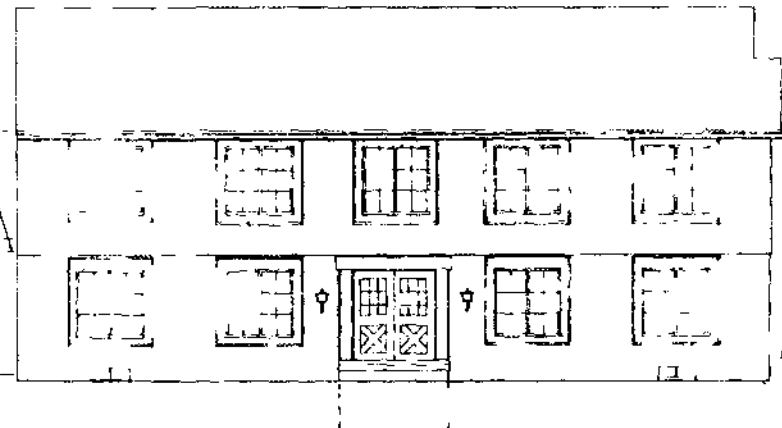






W.S. 5556 134

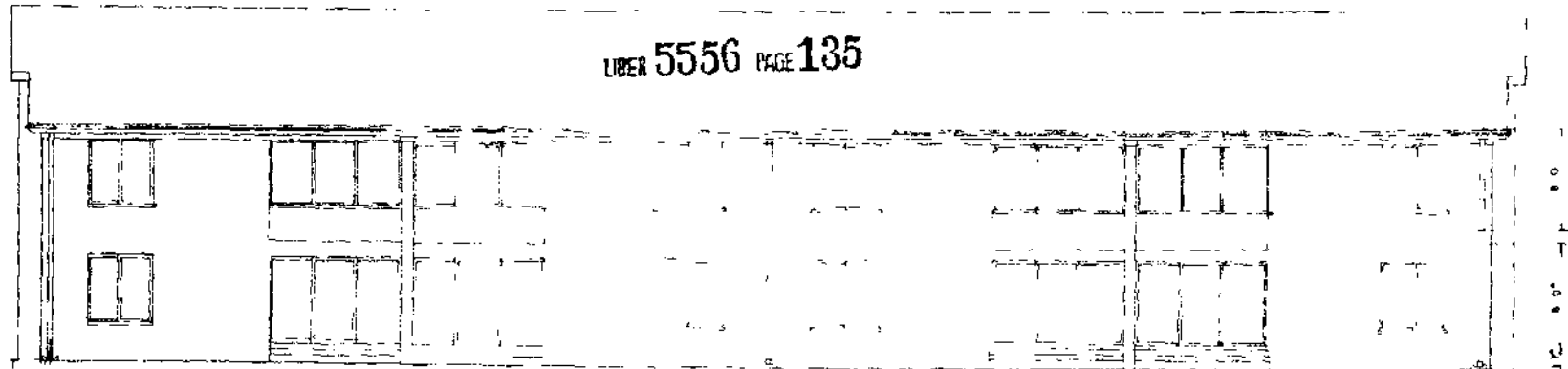
TYPICAL FRONT ELEVATION
FOR BUILDINGS AD G & J



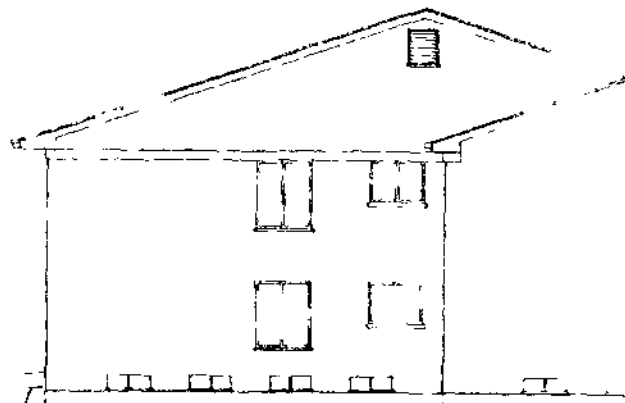
ALTERNATE FRONT ELEVATION "B"
FOR BUILDINGS C & F

ALTERNATE FRONT ELEV 'C'
FOR BUILDINGS B,E,H,&I

[illegible][illegible]



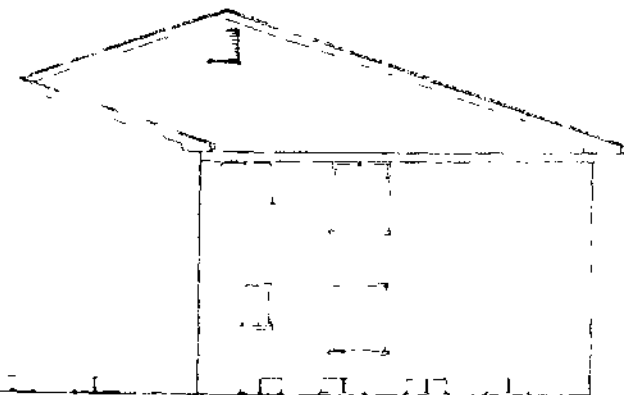
TYPICAL REAR ELEVATION



TYPICAL LEFT SIDE ELEVATION

WALL 1	24	120.00
WALL 2	24	120.00
WALL 3	24	120.00
WALL 4	24	120.00
WALL 5	24	120.00
WALL 6	24	120.00
WALL 7	24	120.00
WALL 8	24	120.00
WALL 9	24	120.00
WALL 10	24	120.00
WALL 11	24	120.00
WALL 12	24	120.00

1. WALL 1
2. WALL 2
3. WALL 3
4. WALL 4
5. WALL 5
6. WALL 6
7. WALL 7
8. WALL 8
9. WALL 9
10. WALL 10
11. WALL 11
12. WALL 12

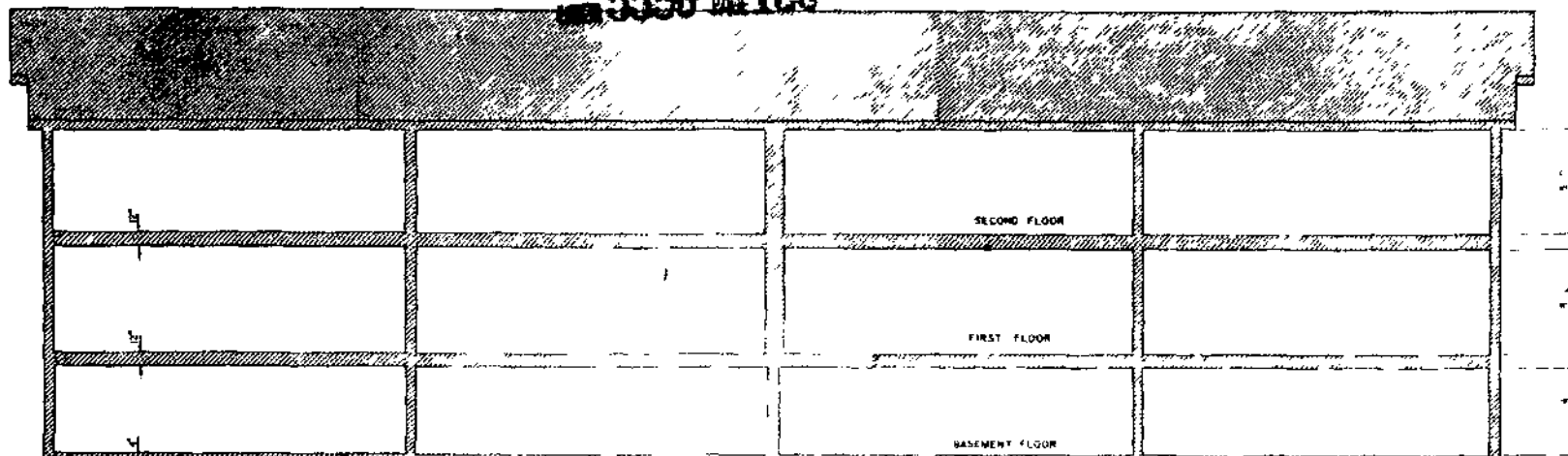


TYPICAL RIGHT SIDE ELEVATION

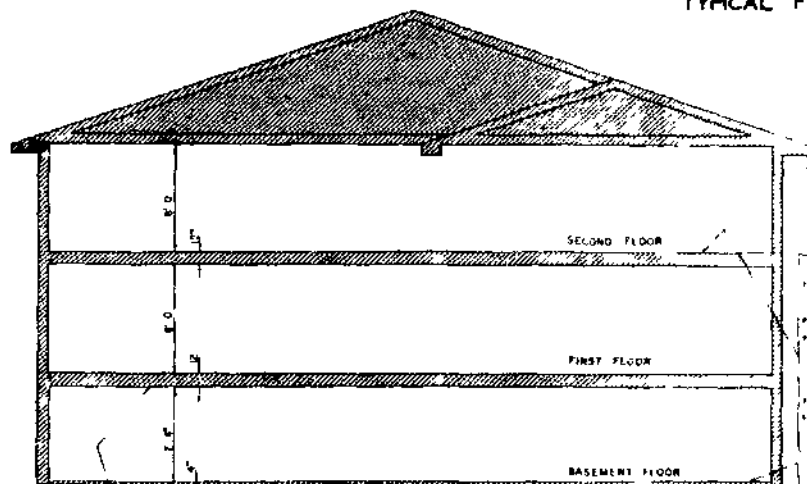
1. WALL 1
2. WALL 2
3. WALL 3
4. WALL 4
5. WALL 5
6. WALL 6
7. WALL 7
8. WALL 8
9. WALL 9
10. WALL 10
11. WALL 11
12. WALL 12

SECTIONS		RIGHT & LEFT SIDE AND REAR ELEVATIONS OF ALL BUILDINGS	
DATE	BY	PROJECT	SCALE
8-28-70	J. S. B.	BAGGETT & SMITH, INC.	1/8" = 1'-0"
TO 3-30		CONSTRUCTION & SURVEYING	25 OF 26

5556 136



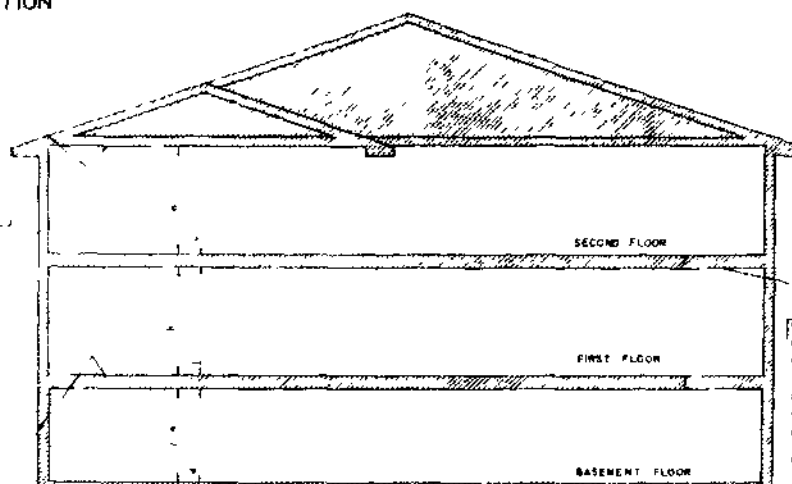
TYPICAL FRONT SECTION



TYPICAL LEFT SIDE ELEVATION

BUILDING A	24	155.34
BUILDING B	24	155.37
BUILDING C	24	93.7
BUILDING D	24	93.7
BUILDING E	24	93.7
BUILDING F	24	93.7
BUILDING G	24	93.7
BUILDING H	24	93.7
BUILDING I	24	93.7
BUILDING J	24	93.7

BUILDING A	24	155.34
BUILDING B	24	155.37
BUILDING C	24	93.7
BUILDING D	24	93.7
BUILDING E	24	93.7
BUILDING F	24	93.7
BUILDING G	24	93.7
BUILDING H	24	93.7
BUILDING I	24	93.7
BUILDING J	24	93.7



TYPICAL RIGHT SIDE SECTION

ORIGINAL COMMON ELEMENT

LOANED COMMON ELEMENT

TYPICAL SECTIONS OF ALL BUILDINGS	
24-10 24-11 24-12 24-13 24-14 24-15 24-16 24-17 24-18 24-19 24-20 24-21 24-22 24-23 24-24 24-25 24-26 24-27 24-28 24-29 24-30 24-31 24-32 24-33 24-34 24-35 24-36 24-37 24-38 24-39 24-40 24-41 24-42 24-43 24-44 24-45 24-46 24-47 24-48 24-49 24-50 24-51 24-52 24-53 24-54 24-55 24-56 24-57 24-58 24-59 24-60 24-61 24-62 24-63 24-64 24-65 24-66 24-67 24-68 24-69 24-70 24-71 24-72 24-73 24-74 24-75 24-76 24-77 24-78 24-79 24-80 24-81 24-82 24-83 24-84 24-85 24-86 24-87 24-88 24-89 24-90 24-91 24-92 24-93 24-94 24-95 24-96 24-97 24-98 24-99 24-100	24-101 24-102 24-103 24-104 24-105 24-106 24-107 24-108 24-109 24-110 24-111 24-112 24-113 24-114 24-115 24-116 24-117 24-118 24-119 24-120 24-121 24-122 24-123 24-124 24-125 24-126 24-127 24-128 24-129 24-130 24-131 24-132 24-133 24-134 24-135 24-136 24-137 24-138 24-139 24-140 24-141 24-142 24-143 24-144 24-145 24-146 24-147 24-148 24-149 24-150 24-151 24-152 24-153 24-154 24-155 24-156 24-157 24-158 24-159 24-160 24-161 24-162 24-163 24-164 24-165 24-166 24-167 24-168 24-169 24-170 24-171 24-172 24-173 24-174 24-175 24-176 24-177 24-178 24-179 24-180 24-181 24-182 24-183 24-184 24-185 24-186 24-187 24-188 24-189 24-190 24-191 24-192 24-193 24-194 24-195 24-196 24-197 24-198 24-199 24-200

NON-PROFIT

ARTICLES OF INCORPORATION

These Articles of Incorporation are signed and acknowledged by the incorporators for the purpose of forming a non-profit corporation under the provisions of Act No. 327 of the Public Acts of 1931, as amended, as follows:

ARTICLE I.

The name of the corporation is MULBERRY SQUARE APARTMENTS CONDOMINIUM ASSOCIATION.

ARTICLE II.

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

- (a) To manage and administer the affairs of and to maintain Mulberry Square Apartments, a condominium, (hereinafter called the "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 the 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 apartment in the Condominium 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 hereafter 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. 229 of Public Acts of 1963, as from time to time amended;
- (k) In general, to enter into any kind of activity; 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.

Location of the first registered office is: 24385 Woodward Avenue, Pleasant Ridge, Michigan 48067.

Post Office address of the first registered office is: 24385 Woodward Avenue, Pleasant Ridge, Michigan 48067.

ARTICLE IV.

The name of the first resident agent is Harold Garber.

ARTICLE V.

Said corporation is organized upon a non-stock basis;

The amount of assets which said corporation possesses is:

Real Property:	None
Personal Property:	None

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

Assessment of Members

ARTICLE VI.

The names and places of business of each of the incorporators are as follows:

Harold Garber	24385 Woodward, Pleasant Ridge, Michigan 48067
Ruth Garber	24385 Woodward, Pleasant Ridge, Michigan 48067
Carl M. Siegel	1134 Charrington, Birmingham, Michigan 48010

ARTICLE VII.

The names and addresses of the first Board of Directors are as follows.

Harold Garber	24385 Woodward, Pleasant Ridge, Michigan 48067
Ruth Garber	24385 Woodward, Pleasant Ridge, Michigan 48067
Carl M. Siegel	1134 Charrington, Birmingham, Michigan 48010

ARTICLE VIII.

The term of corporate existence is perpetual.




ARTICLE IX.

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) Each co-owner (including the Developer) of an apartment in the Condominium shall be a member of the corporation, and no other person or entity shall be entitled to membership; except that the subscribers hereto shall be members of the corporation until such time as their membership shall terminate, as hereinafter provided.

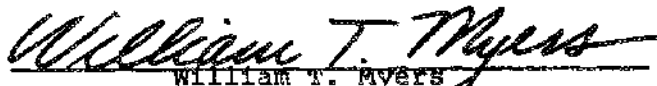
- (b) Membership in the corporation (except with respect to any non-coowner incorporators, who shall cease to be members upon the qualification for membership of any co-owner) shall be established by acquisition of fee simple title to an apartment in the Condominium and by recording with the Register of Deeds in the County where the Condominium is located, a deed or other instrument establishing a change of record title to such apartment 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.
- (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 apartment in the Condominium.
- (d) Voting by members shall be in accordance with the provisions of the Bylaws of this corporation.

WE, the incorporators, sign our names this 9th day of September, 1970.


HAROLD GARBER

RUTH GARBER

CARL M. SIEGEL

STATE OF MICHIGAN)
) ss.
COUNTY OF Wayne)

On this 9th day of September, 1970, before me personally appeared Harold Garber, Ruth Garber and Carl M. Siegel, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.


William T. Myers
Notary Public, Wayne County,
Michigan
My Commission Expires: Jan 13, 1973

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

(c) To carry insurance and to collect and to allocate the proceeds thereof;

(d) To rebuild improvements after casualty;

(e) To contract for and employ persons, firms, or corporations to assist in the management, operation, maintenance and administration of the 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 apartment in the Condominium 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 hereafter 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 the Public Acts of 1978, as amended;

(k) In general, to enter into any kind of activity; 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

Said Corporation is organized upon a nonstock basis.

The amount of assets which said Corporation possesses is:

Real Property	None
Personal Property - Cash	\$1,000.00 (cash)
(valuation as of December 31, 1996)	

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

Assessments of Members owning apartments in the Condominium.

The Corporation is organized on a membership basis.

ARTICLE IV

The address of the registered office is:

2353 Mulberry Square
Bloomfield Hills, Michigan 48302

The mailing address of the registered office is:

2353 Mulberry Square
Bloomfield Hills, Michigan 48302

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

Richard Williams

ARTICLE V

The names and business addresses of the incorporators were:

Harold Garber
24385 Woodward, Pleasant Ridge, Michigan 48067

Ruth Garber
24385 Woodward, Pleasant Ridge, Michigan 48067

Carl M. Siegel
1134 Charrington, Birmingham, Michigan 48010

ARTICLE VI

The term of the corporate existence is perpetual.

ARTICLE VII

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

(a) Each Co-owner of an apartment in the Condominium shall be a member of the Corporation, and no other person or entity shall be entitled to membership.

(b) Membership in the Corporation shall be established by the acquisition of fee simple title to an apartment in the Condominium and by recording with the Register of Deeds in the County where the Condominium is located, a Deed or other instrument establishing a change of record title to such apartment and the furnishing of evidence of same satisfactory to the Corporation, the new Co-owner thereby becoming a member of the Corporation, and the membership of the prior Co-owner thereby being terminated.

(c) The share of a member in the funds and assets of the Corporation cannot be assigned, pledged, encumbered or transferred in any manner except as an appurtenance to his apartment in the Condominium.

(d) Voting by members shall be in accordance with the provisions of the Bylaws of this Corporation.

ARTICLE VIII

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

- (A) A breach of the director's or officer's duty of loyalty to the Corporation or its members.
- (B) Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of the law.

- (C) A violation of Section 551(1) of Act No. 162 of the Public Acts of 1982, as amended.
- (D) A transaction from which the director or officer derived an improper personal benefit.
- (E) An act or omission occurring before the effective date of this Amendment.
- (F) An act or omission that is grossly negligent.

Section 2. The Corporation assumes the liability for all acts or omissions of a volunteer director, volunteer officer, or other volunteer occurring on or after the effective date of this Amendment if all of the following are met.

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

Section 3. If, after the adoption of this Article by the Corporation, the Michigan Nonprofit Corporation Act is amended to further limit or eliminate the liability of a volunteer director, volunteer officer, or other volunteer, then a volunteer director, volunteer officer, or other volunteer shall not be liable to the Corporation or its members as provided in the Michigan Nonprofit Corporation Act, as amended.

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

volunteer director, volunteer officer, or other volunteer occurring prior to such amendment, alteration, modification or repeal.

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

ARTICLE IX

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

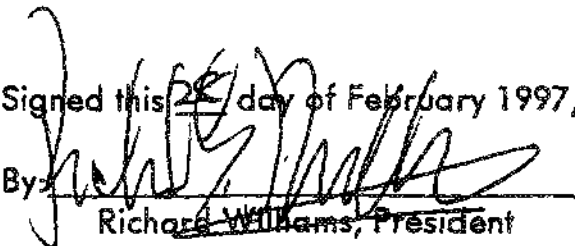
- (a) The number of responses needed to meet the quorum requirements;
- (b) The percentage of approvals necessary to approve the action; and
- (c) The time by which ballots must be received in order to be counted.

The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt within the time period specified in the solicitation of.

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

These Amended and Restated Articles of Incorporation were duly adopted on the 26th day of February 1997, in accordance with the provisions of Section 642 of the Act. These Amended and Restated Articles of Incorporation restate, integrate, and do further amend the provisions of the Articles of Incorporation and were duly adopted

by the vote of the members. The necessary votes were cast in favor of the Amended and Restated Articles of Incorporation.

Signed this 28 day of February 1997,
By: 
Richard Williams, President

DOCUMENT WILL BE RETURNED TO
MEISNER & ASSOCIATES, P.C.
30200 Telegraph Road, Suite 467
Bingham Farms, Michigan 48025-4506

Name of person or organization remitting
fees- Meisner & Associates, P.C.

Preparer's name and business address:
Robert M. Meisner, Esq.
Meisner & Associates, P.C.
30200 Telegraph Road, Suite 467
Bingham Farms, Michigan 48025-4506
(810) 644-4433

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MULBERRY SQUARE APARTMENTS CONDOMINIUM ASSOCIATION

PROPOSED AMENDED AND RESTATED ARTICLES OF INCORPORATION

IT IS HEREBY PROPOSED to amend and restate the Articles of Incorporation of Mulberry Square Apartments Condominium Association to provide, in their entirety, as follows

ARTICLE I

The name of the Corporation is Mulberry Square Apartments Condominium Association

ARTICLE II

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

- (a) To manage and administer the affairs of, and to maintain Mulberry Square Apartments, a condominium (hereinafter called the "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 to allocate the proceeds thereof,
- (d) To rebuild improvements after casualty,
- (e) To contract for and employ persons, firms, or corporations to assist in the management, operation, maintenance and administration of the 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 apartment in the Condominium 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 hereafter 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 the Public Acts of 1978, as amended,

(k) In general, to enter into any kind of activity; 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

Said Corporation is organized upon a nonstock basis

The amount of assets which said Corporation possesses is

Real Property	None
Personal Property - Cash	\$1,000.00 (cash)
(valuation as of December 31, 1996)	

Said Corporation is to be financed under the following general plan

Assessments of Members owning apartments in the Condominium

The Corporation is organized on a membership basis.

ARTICLE IV

The address of the registered office is

2353 Mulberry Square
Bloomfield Hills, Michigan 48302

The mailing address of the registered office is

2353 Mulberry Square
Bloomfield Hills, Michigan 48302

The name of the resident agent at the registered office is

Richard Williams

ARTICLE V

The names and business addresses of the incorporators were

Harold Garber
24385 Woodward, Pleasant Ridge, Michigan 48067

Ruth Garber
24385 Woodward, Pleasant Ridge, Michigan 48067

Carl M. Siegel
1134 Charrington, Birmingham, Michigan 48010

ARTICLE VI

The term of the corporate existence is perpetual

ARTICLE VII

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

(a) Each Co-owner of an apartment in the Condominium shall be a member of the Corporation, and no other person or entity shall be entitled to membership

(b) Membership in the Corporation shall be established by the acquisition of fee simple title to an apartment in the Condominium and by recording with the Register of Deeds in the County where the Condominium is located, a Deed or other instrument establishing a change of record title to such apartment and the furnishing of evidence of same satisfactory to the Corporation, the new Co-owner thereby becoming a member of the Corporation, and the membership of the prior Co-owner thereby being terminated

(c) The share of a member in the funds and assets of the Corporation cannot be assigned, pledged, encumbered or transferred in any manner except as an appurtenance to his apartment in the Condominium

(d) Voting by members shall be in accordance with the provisions of the Bylaws of this Corporation

ARTICLE VIII

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

- (A) A breach of the director's or officer's duty of loyalty to the Corporation or its members
- (B) Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of the law
- (C) A violation of Section 551(1) of Act No. 162 of the Public Acts of 1982, as amended
- (D) A transaction from which the director or officer derived an improper personal benefit.
- (E) An act or omission occurring before the effective date of this Amendment
- (F) An act or omission that is grossly negligent

Section 2 The Corporation assumes the liability for all acts or omissions of a volunteer director, volunteer officer, or other volunteer occurring on or after the effective date of this Amendment if all of the following are met

- (A) The volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority
- (B) The volunteer was acting in good faith
- (C) The volunteer's conduct did not amount to gross negligence or willful and wanton misconduct

- (D) The volunteer's conduct was not an intentional tort
- (E) The volunteer's conduct was not a tort arising out of the ownership, maintenance, or use of a motor vehicle for which tort liability may be imposed as provided in Section 3135 of the Insurance Code of 1956, Act No. 218 of the Public Acts of 1956, being Section 500 3135 of the Michigan Compiled Laws

Section 3 If, after the adoption of this Article by the Corporation, the Michigan Nonprofit Corporation Act is amended to further limit or eliminate the liability of a volunteer director, volunteer officer, or other volunteer, then a volunteer director, volunteer officer, or other volunteer shall not be liable to the Corporation or its members as provided in the Michigan Nonprofit Corporation Act, as amended

Section 4 No amendment, alteration, modification or repeal of this Article VIII shall have any effect on the liability of any volunteer director, volunteer officer, or other volunteer of the Corporation with respect to any act or omission of such volunteer director, volunteer officer, or other volunteer occurring prior to such amendment, alteration, modification or repeal

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

ARTICLE IX

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

- (a) The number of responses needed to meet the quorum requirements,
- (b) The percentage of approvals necessary to approve the action, and
- (c) The time by which ballots must be received in order to be counted

The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt within the time period specified in the solicitation of

- (i) The number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting, and
 - (ii) A number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast
-

MICHIGAN DEPARTMENT OF COMMERCE — CORPORATION AND SECURITIES BUREAU

(FOR BUREAU USE ONLY)

Item #3

ADJUSTED TO AGREE
WITH BUREAU RECORDS

FILED

DEC 04 1996

Administrator
MI DEPARTMENT OF COMMERCE & INDUSTRY SERVICES
CORPORATION, SECURITIES & LAND DEVELOPMENT BUREAU

Date Received

NOV 07 1996

0964W7955

1107

DRG&F1

\$10.0

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION

For use by Domestic Corporations

(Please read information and instructions on last page)

Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), or Act 162, Public Acts of 1982 (nonprofit corporations), the undersigned corporation executes the following Certificate

1 The present name of the corporation is **Mulberry Square Apartments Condominium Association**

2 The corporation identification number (CID) assigned by the Bureau is

7	2	0	-	0	5	5
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3 The location of its registered office is

2353 **Mulberry Square** , **Bloomfield Hills** , Michigan **48302**
(Street Address) (City) (ZIP Code)

4 Articles III and IV of the Articles of Incorporation ~~are~~ hereby amended to read as follows

SEE ATTACHED PAGES 2 AND 3

ARTICLE III

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

- (A) A breach of the director's duty of loyalty to the Corporation or its members
- (B) Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of the law
- (C) A violation of Section 551(1) of Act No. 162 of the Public Acts of 1982, as amended
- (D) A transaction from which the director derived an improper personal benefit.
- (E) An act or omission occurring before the effective date of this Amendment
- (F) An act or omission that is grossly negligent

Section 2 The Corporation assumes the liability for all acts or omissions of a nondirector volunteer occurring on or after the effective date of this Amendment if all of the following are met:

- (A) The volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority
- (B) The volunteer was acting in good faith
- (C) The volunteer's conduct did not amount to gross negligence or willful and wanton misconduct
- (D) The volunteer's conduct was not an intentional tort
- (E) The volunteer's conduct was not a tort arising out of the ownership, maintenance, or use of a motor vehicle for which tort liability may be imposed as provided in Section 3135 of the Insurance Code of 1956, Act No. 218 of the Public Acts of 1956, being Section 500 3135 of the Michigan Compiled Laws

Section 3 If, after the adoption of this Article by the Corporation, the Michigan Nonprofit Corporation Act is amended to further limit or eliminate the liability of a volunteer director or nondirector volunteer, then a volunteer director or nondirector

volunteer shall not be liable to the Corporation or its members as provided in the Michigan Nonprofit Corporation Act, as amended

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

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

ARTICLE IV

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

- (a) The number of responses needed to meet the quorum requirements,
- (b) The percentage of approvals necessary to approve the action, and
- (c) The time by which ballots must be received in order to be counted

The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt within the time period specified in the solicitation of

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

3 COMPLETE SECTION (a) IF THE AMENDMENT WAS ADOPTED BY THE UNANIMOUS CONSENT OF THE INCORPORATOR(S) BEFORE THE FIRST MEETING OF THE BOARD OF DIRECTORS OR TRUSTEES OTHERWISE COMPLETE SECTION (b)

a ☐ The foregoing amendment to the Articles of Incorporation was duly adopted on the _____ day of _____, 19____, in accordance with the provisions of the Act by the unanimous consent of the incorporator(s) before the first meeting of the board of directors or trustees

Signed this _____ day of _____, 19____

(Signatures of all incorporators, type or print name under each signature)

b ☒ The foregoing amendment to the Articles of Incorporation was duly adopted on the 24th day of September, 1996. The amendment. (check one of the following)

☒ was duly adopted in accordance with Section 611(2) of the Act by the vote of the shareholders if a profit corporation, or by the vote of the shareholders or members if a nonprofit corporation, or by the vote of the directors if a nonprofit corporation organized on a nonstock directorship basis. The necessary votes were cast in favor of the amendment.

☐ was duly adopted by the written consent of all the directors pursuant to Section 525 of the Act and the corporation is a nonprofit corporation organized on a nonstock directorship basis.

☐ was duly adopted by the written consent of the shareholders or members having not less than the minimum number of votes required by statute in accordance with Section 407(1) and (2) of the Act. Written notice to shareholders or members who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders or members is permitted only if such provision appears in the Articles of Incorporation.)

☐ was duly adopted by the written consent of all the shareholders or members entitled to vote in accordance with Section 407(3) of the Act.

Signed this 24 day of October, 1996

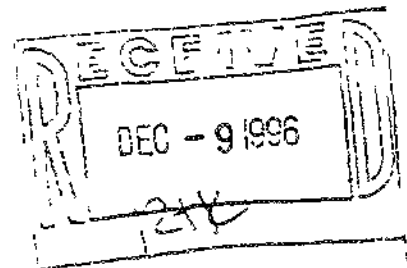
By Richard Williams

Richard Williams
Type or Print Name

President
Type or Print Title

DOCUMENT WILL BE RETURNED TO NAME AND MAILING ADDRESS
INDICATED IN THE BOX BELOW. Include name, street and number
(or P.O. Box) City, State and Zip code.

MEISNER & ASSOCIATES, P.C.
ATTORNEY AND COUNSELORS
30200 TELEGRPH RD., STE. 467
BINGHAM FARMS, MI 48025-4506



MULBERRY SQUARE APARTMENTS CONDOMINIUM
ASSOCIATION
BYLAWS

ARTICLE I.

ADOPTION OF CONDOMINIUM BYLAWS

The Bylaws of Mulberry Square Apartments, a condominium, (hereinafter known as the Condominium Bylaws) as attached to the Master Deed and recorded in Liber 5556, Pages 83 through 136, Oakland County Records, are hereby incorporated by reference and adopted in their entirety as a part of the Bylaws of this corporation (hereinafter known as the Association Bylaws).

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. 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 Bylaws or the law of the State of Michigan.

Section 2. The first annual meeting of the members of the Corporation shall be held within ninety (90) days after more than eighty (80%) percent of the apartments have been sold and deeds delivered to the purchasers. The date, time and place of such meeting shall be set by the Board of Directors, and at least ten (10) days written notice thereof shall be given to each co-owner. Thereafter, the annual meetings of the members of the Association shall be held on the third Tuesday of March 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 Section 1 of Article III of these Bylaws. The co-owners may also transact 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 (1/3) of the co-owners presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. 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 seven (7) 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 3(e) of the Condominium Bylaws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association shall be deemed due notice.

Section 5. If any meeting of owners cannot be held because a quorum is not in attendance, the 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.

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 and such first Board of Directors shall manage the affairs of the corporation until a successor Board of Directors is elected at the first meeting of members of the corporation convened at the time required by Article II, Section 2 of these Bylaws. At such first meeting of members of the corporation, the Board of Directors shall be increased in size from three (3) persons to five (5) persons and then and at each Annual meeting of the corporation held thereafter, five (5) directors shall be elected. The term of office (except for the Board of Directors elected at the First Annual Meeting of Members) of each director shall be one year. The directors shall hold office until their successors have been elected and hold their first meeting.

Section 3. The Board of Directors shall have all powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law, the Master Deed (including the Exhibits thereto) the Articles of Incorporation, or these Bylaws prohibited or directed to be exercised and done by the co-owners.

Section 4. In addition to the foregoing duties imposed by these Bylaws or any further duties which may be imposed by resolution of the members of the Association, the Board of Directors shall be responsible specifically for the following.

- a. Management and administration of the affairs of and maintenance of the condominium project and the common elements thereof
- b. To levy, collect and disburse 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 collect and allocate the proceeds thereof.
- d. To rebuild improvements after casualty
- e. To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the condominium project.
- f. To approve or disapprove proposed purchasers or lessees of apartments in the manner specified in the condominium Bylaws.
- g. To acquire, maintain, and improve, and to buy, sell, convey, assign, mortgage or lease any real or personal property on behalf of the corporation in furtherance of any of the purposes of the corporation, provided, however, that any purchase of any apartment in the condominium (except pursuant to foreclosure of a lien for non-payment of association assessments) or the purchase of any other real property, shall be first approved by a vote of seventy-five (75%) percent of the members of the corporation in number and in value.
- h. To borrow money and issue evidences of indebtedness in furtherance of any or all of the objects of the business of the corporation, and to secure the same by mortgage, pledge, or other lien, on property owned by the Association, provided, however, that any such action shall also be approved by affirmative vote of seventy-five (75%) percent of the members of the association in number and in value.
- i. To enforce the provisions of the Master Deed and Bylaws of the Condominium, and of the Articles of Incorporation, Bylaws and Rules and Regulations of this Corporation as in force from time to time.

Section 5. The Board of Directors shall propose regulations respecting the use and enjoyment of the apartments and common elements in the Condominium and such other regulations as are necessary for the maintenance and control of the Condominium. All such regulations and amendments thereto shall be approved by not less than a majority of members, in number and value, before such shall become effective. Members not present at meetings considering such regulations or amendments thereto may express their approval in writing. Any regulations proposed by the First Board of Directors and approved by the original members of the Association prior to the First Annual Meeting of Members shall be binding upon all subsequent members unless duly amended as provided herein.

Section 6. The Board of Directors may employ for the Association a management agent at compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Master Deed or Bylaws or by the Articles of Incorporation or Bylaws of this corporation required to be performed by or have the approval of the Board of Directors or the members of the corporation.

Section 7. 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 remaining directors, even though they may constitute less than a quorum. Each person so elected shall be a director until a successor is elected at the next annual meeting of the Association to act for the unexpired term of his predecessor (or for a full term if the predecessor's term would have expired at the time of such annual meeting)

Section 8. 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 9. 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 10. 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 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 11. 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 director.

Section 12. Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meetings of the Board shall be deemed a waiver of notice by him of the time and place thereof

If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 13. 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 14. 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 before the First Annual Meeting of Members shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the members of the Association at the first or any subsequent annual meeting of members so long as such actions are within the scope of the powers and duties which may be exercised by the Board of Directors as provided in the Master Deed and Condominium Bylaws and in the Articles of Incorporation or Bylaws of the Association.

Section 15. 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 a member of the Board of Directors, a Vice President, a Secretary and a Treasurer, all of whom shall serve without compensation. The directors may appoint an assistant Treasurer, and an assistant Secretary, and such other officers as in their judgment may be necessary. Any two offices except that of President and Vice President may be held by one 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 an 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. 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 do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

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 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.

OBLIGATIONS OF THE OWNERS

Section 1. A co-owner shall not make structural modifications or alterations to his apartment or the common elements, nor shall he make any decorations or modifications which alter the exterior appearance of the condominium without previously notifying the Association in writing through the Management Agent, if any, or through the President of

the Association if no management agent is employed. Such notice shall state the nature of the intended alteration or modification and shall contain in reasonable detail, the proposed manner of its implementation. The Association shall be obliged to approve or disapprove the said alteration in writing to the person seeking approval within twenty (20) days of receipt of such notification and failure to do so within the stipulated time shall constitute approval by the Association of the proposed modification or alteration.

ARTICLE VI.

SEAL

Section 1. The corporation shall have a seal which shall have inscribed thereon the name of the corporation, the words "corporate seal", and "Michigan".

ARTICLE VII

FINANCE

Section 1. 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 2. 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 VIII.

INDEMNIFICATION OF OFFICERS AND DIRECTORS

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 a 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 in the performance of his duties, provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or Officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors (with the Director seeking reimbursement abstaining) approves such settlement and

reimbursement as being in the best interests of the corporation. 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.

ARTICLE IX.

AMENDMENTS

Section 1. 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 majority of co-owners as defined in Article I, Section 3(1) of the Condominium Bylaws.

Section 2. Amendments to these Bylaws (and the Condominium 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 or more in number of the members of the Association whether 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.

Section 4. At any meeting held to consider such amendment or amendments to these Bylaws, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

ARTICLE X

COMPLIANCE

These Bylaws are set forth to comply with the requirements of Act No. 327 of the Public Acts of Michigan of 1931, as amended, Act No. 229 of the Public Acts of Michigan of 1963, as amended, and with the duly recorded Master Deed of the condominium and Exhibits A and B attached thereto. 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.

**MULBERRY SQUARE APARTMENTS
CONDOMINIUM ASSOCIATION, INC**

RECEIPT

The undersigned Member/Co-owner of Unit _____ at Mulberry Square Apartments hereby acknowledges receipt of a copy of the Amended and Restated Articles of Incorporation which was filed with the Michigan Department of Consumer & Industry Services on March 4, 1997

Signature of Co-owner

Address

Unit No(s)

Dated _____, 1997