

RECORDED
1998 FEB 11 AM 10:11
BY: M. J. H. (100) 100
BOOK: 10000
PAGE: 10000
L. J. H. (100) 100

Fifth Amendment to Schultz Estates II Consolidating Master Deed Condo. Sub. Plan #115 Resolution

Schultz Estates II is a Macomb County Condominium Subdivision, being Plan No. 115, according to the Consolidating Master Deed recorded in Liber 5156, Pages 434 et seq., as amended in Four Amendments recorded respectively in Liber 5849, pps 786, 787; Liber 9839, p. 222 et seq.; Liber 18516, pp 891, et seq., and Liber 19969, pps 517 et seq., Resolution Macomb County Records.

MCL 559.190 provides for amendment of the Schultz Estates II Consolidating Master Deed and Exhibits by affirmative vote of two thirds of the qualified co-owners; and,

The Board of Directors of Schultz Estates II Association is the duly created administrator of the affairs of Schultz Estates II; and,

The Board of Directors of Schultz Estates II Association is desirous to amend the Bylaws attached as Exhibit A to the Consolidating Master Deed to effectuate an approved amendment; and,

The requisite approval of the unit owners of units and mortgagees in Schultz Estates II Association as required by MCL 559.190 has been obtained through written ballot and evidence of such written balloting is maintained in the Association records.

Therefore, the Consolidating Master Deed, Exhibit A, Condominium Bylaws, Article VI, Section 2(a), Right to Lease, is amended as follows:

No co-owner may lease more than two units during the same period of time or portion thereof. If units are owned by an entity or individual with any common ownership, all such units are deemed to be owned by the same co-owner, and therefore are subject to this limitation. No more than fifteen percent (15%) of the units in the condominium may be leased or rented, or occupied only by nonco-owners. The Board of Directors may, in the case of hardship, grant exceptions to this limitation, in its sole and absolute discretion.

Except as amended by this Resolution authorizing Fifth Amendment to the Consolidating Master Deed, Exhibit A, the Condominium Bylaws, the Schultz Estates II Consolidating Master Deed as amended as recorded remain unchanged and in full force and effect.

200

C

SCHULTZ ESTATES II ASSOCIATION
Michigan Nonprofit Corporation

BY:

Its: President

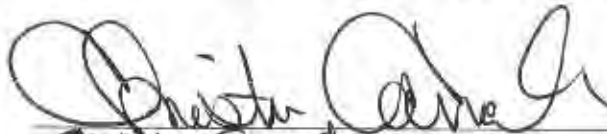

Lynn C. Peters-Porchia

STATE OF MICHIGAN

COUNTY OF MACOMB

} SS:
}

On this 11th day of February, 2014, the above Fifth Amendment Resolution Authorizing Fifth Amendment to the Consolidating Master Deed Exhibit A to the Condominium Bylaws was acknowledged before me, Lynn C. Peters-Porchia as President of Schultz Estates II Association, a Michigan Nonprofit Corporation, on behalf of the Association, pursuant to the requisite approval of the co-owners.


Christine Camarda, Notary Public
Macomb County, Michigan
My Commission Expires: 8/29/14
Acting in the County of Macomb

Drafted by and when
Recorded return to:

SCHLOTTMAN & WAGNER, P.C.
Judi M. Schlottman (P35479)
43642 Elizabeth
Clinton Township, MI 48036
(586) 465-1330

10/02/2009 01:02:59 P.M.
MACOMB COUNTY, MI SEAL
CARMELLA SABAUGH, REGISTER OF DEEDS

FOURTH AMENDMENT TO CONSOLIDATING MASTER DEED,
EXHIBIT A CONDOMINIUM BYLAWS OF SCHULTZ ESTATES II
MACOMB COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 115
MASTER DEED RECORDED IN LIBER 2912, PAGES 190 ET SEQ. ON FEBRUARY 15, 1978

The Schultz Estates II Condominium Bylaws provisions are amended by this Second Amendment to the Consolidating Master Deed as follows, by the duly elected Board of Directors of the Schultz Estates II Association, after having obtained the consent and approval of sixty (60%) percent of the co-owners of the condominium in compliance with Article VIII of the Schultz Estates II Condominium Bylaws and MCL 559.190. The First Amendment to the Master Deed of Schultz Estates II was recorded in Liber 3081, Pages 968 et seq.; the Second Amendment to the Master Deed Bylaws of Schultz Estates II was recorded in Liber 3482, Pages 1 et seq.; the Third Amendment to the Master Deed of Schultz Estates II was recorded in Liber 3642, Pages 202 et seq.; the Consolidating Master Deed of Schultz Estates II was recorded in Liber 5156, Pages 434 et seq.; and the First Amendment to the Consolidating Master Deed was recorded in Liber 5849, Pages 786 and 787; Second Amendment to the Consolidating Master Deed recorded in Liber 9839, Page 222, and Third Amendment to Consolidating Master Deed recorded in Liber 18516, Page 891 et seq., all Macomb County Records.

Bylaws Article IV, Section 1 is amended as follows:

Section 1. Extent of Coverage. The Association shall carry a standard "all risk" insurance policy, which includes, among other things, fire and extended coverage, vandalism and malicious mischief and liability insurance, and worker's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the Common Elements of the Condominium, and such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

(a) **Responsibilities of Association and of Co-owners; Mandatory Coverage and Association Remedy for Default.** All such insurance shall be purchased by the Association for the benefit of the Association, and the Co-owners and their mortgagees, as their interest may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners. It is mandatory that each Co-owner obtain and continuously maintain adequate HO6 insurance coverage or comparable at the Co-owner's own expense upon the Co-owner's Condominium Unit and Limited Common Elements for which the co-owner has maintenance, repair or replacement responsibility and personal property and upon the Co-owner's personal liability as set forth in this subsection. Notwithstanding anything contained in the Condominium Documents or in the Association

or Co-owner's insurance policy to the contrary, in all cases where the co-owner, his relatives, tenants, friends, or invitees cause a loss or damage Association property, as determined in the sole discretion of the Board of Directors, the Co-owner's insurance shall be primarily responsible to the fullest extent of its coverage. In the event a Co-owner fails to maintain the required coverage, that Co-owner shall be responsible to the Association for any damage or loss it may incur. It shall be each Co-owner's responsibility to determine by personal investigation or from the Co-owner's own insurance advisor the nature and extent of insurance coverage adequate to recompense the Co-owner for foreseeable losses for the Co-owner's personal property and any additional fixtures, equipment and trim (as referred to in subsection (b) below) located within the Co-owner's Unit or elsewhere on the Condominium and for the Co-owner's personal liability for occurrences within the Co-owner's Unit or upon Limited Common Elements appurtenant to the Co-owner's Unit and also for alternative living expense in the event of any circumstance, and the Association shall have absolutely no responsibility for obtaining such coverage. Co-owner insurance coverage as described in this subsection shall be maintained in at least such minimum amounts as the Board prescribes from time to time after consultation with the Board's insurance advisor as to actual changes in reconstruction costs or the level of Co-owner liability coverage that is appropriate; provided, liability coverage on a "per occurrence" basis shall be in an amount that is not less than Three Hundred Thousand Dollars (\$300,000.00) for injury to persons, which minimum amounts may be increased from time to time as determined appropriate by the Board of Directors after consultation with the Association's insurance advisor. If available, and to the extent appropriate, the Co-owner's coverage for property casualty and liability losses shall be written with a loss assessment endorsement in an amount that is one hundred percent (100%) of the Co-owner's individual responsibility for the current deductible amount under the Association's property casualty insurance policy. A loss assessment endorsement provides coverage for the Co-owner's percentage of value responsibility for any property damage or liability loss for which there is no coverage, or inadequate coverage, under the applicable Association insurance policy. Co-owners also shall request of their insurers that all Co-owner insurance coverage provide that the insurer shall mail to the Association notice of cancellation not less than thirty (30) days prior to any policy cancellation, although the insurer's refusal to do so shall not constitute a default by the Co-owner hereunder.

(b) Co-owner Duty to Provide Evidence of Mandatory Coverages; Association Remedy upon Default. Each Co-owner shall provide a copy of such insurance policy, or policies, including all endorsements thereon, or, in the Association's discretion, certificates of insurance or other satisfactory evidence of insurance, with the Association in order that the Association may be assured that such insurance coverage is in effect. In the event the Co-owner fails to do so, in addition to any other remedy which it may have under these Bylaws, the Association may, but shall not be under any obligation to, purchase such insurance coverage in respect of the Unit and its appurtenant Limited Common Elements upon the Co-owner's failure to deliver such evidence of insurance coverage to the Association within thirty (30) days after the Association provided written notice of its intention to do so. The premium cost incurred by the Association to purchase Co-owner mandatory insurance coverage upon a Unit may be assessed to and collected from the responsible Co-owner in the manner provided in Article II. In addition to any mandatory coverage, it is highly advisable for each Co-owner to obtain and maintain improvements and betterments insurance coverage for the Unit (sometimes known as "additions and alterations" insurance).

whenever used in these bylaws, improvements and betterments means and includes all fixtures, equipment, decorations, trim and furnishings which are located within the Unit, or within any Limited Common Element appurtenant to the Unit, which is not a "Unit standard interior improvement" as that term is defined in Section 1(c) below. The Association, as to all policies which it obtains, and all Co-owners, as to all policies which they obtain, shall use their best efforts to see that all property and liability insurance carried by the Association or any Co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association. 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) Insurance of Common Elements. All Common Elements of the Condominium shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association in consultation with the Association's insurance carrier and/or its representatives in light of commonly employed methods for the reasonable determination of replacement costs. Such coverage shall be effected upon an agreed-amount basis for the entire Condominium with appropriate inflation riders in order that no co-insurance provisions shall be invoked by the insurance carrier in a manner that will cause loss payments to be reduced below the actual amount of any loss (except in the unlikely event of total Project destruction if the insurance proceeds failed, for some reason, to be equal to the total cost of replacement). All information in the Association's records regarding insurance coverage shall be made available to all Co-owners and mortgagees upon request and reasonable notice during normal business hours so that Co-owners shall be enabled to judge the adequacy of coverage and, upon the taking of due Association procedures, to direct the Board at a properly constituted meeting, to change the nature and extent of any applicable coverage, if so determined. Upon such annual re-evaluation and effectuation of coverage, the Association shall notify all Co-owners of the nature and extent of all changes in coverage. Such coverage shall also include interior walls within any Unit and the pipes, wires, conduits and ducts, contained therein and shall further include all fixtures, equipment and trim within a Unit which were furnished with the Unit as standard items in accord with the plans and specifications thereof as are on file with the Association (or such replacements thereof as do not exceed the costs of such standard items). It shall be each Co-owner's responsibility to obtain insurance coverage for all fixtures, equipment, trim and other items or attachments within the Unit or any Limited Common Elements, appurtenant thereto which were installed in addition to said standard items (or as replacements for such standard items to the extent that replacement cost exceeded the original cost of such standard items) whether installed originally by the Developer or subsequently by the Co-owner, and the Association shall have no responsibility whatsoever for obtaining such coverage unless agreed specifically and separately between the Association and the Co-owner in writing; provided, however, that any such agreement between the Association and the Co-owner shall provide that any additional premium cost to the Association attributable thereto shall be assessed to and borne solely by said Co-owner and collected as part of the assessments against said Co-owner under Article II hereof.


(d) Premium Expenses. All premiums on insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

(e) Proceeds of Insurance Policies. Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, and the Co-owners and their mortgagees as their interest may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring the repair or reconstruction shall be applied for such repair or reconstruction and in no event shall hazard insurance proceeds be used for any purpose other than repair, replacement or reconstruction of the Condominium unless all of the intuitional holders of first mortgages on Units in the Condominium have given their prior written approval.

In all other respects the Master Deed and Exhibits A and B of the Schultz Estates II Condominium, Macomb County Subdivision Plan No. 115 remain unchanged and in full force and effect.

Dated: September 8, 2009


SCHULTZ ESTATES II ASSOCIATION

BY: 
LYNN C. PETERS-PORCHIA
Its President

STATE OF MICHIGAN)
)SS.
COUNTY OF MACOMB)

On this 8th day of SEPTEMBER, 2009, the foregoing instrument was acknowledged before me by LYNN C. PETERS-PORCHIA, President of Schultz Estates II Association, who attested that this document received the approval of sixty percent of the co-owners of Schultz Estates II Condominium Association at a special meeting of the Association duly called for that purpose on JULY 23, 2009.

Kenneth S. Stamper, Notary Public
State of Michigan, County of Macomb
My Commission Expires 4/21/2012
Acting in the County of MACOMB



Notary Public
MACOMB County, Michigan
My Commission Expires: 9/21/2012
Acting in MACOMB County

Second Amendment To Consolidating
Master Deed
Drafted By:

Schlottman & Wagner, P.C.
Judi M. Schlottman (P35479)
43642 Elizabeth
Clinton Township, MI 48036
(586) 465-1330

When recorded, return to drafter.

FIRST AMENDMENT TO MACOMB COUNTY CONDOMINIUM SUBDIVISION PLAN No. 115.

EXHIBIT B TO CONSOLIDATING MASTER DEED OF SCHULTZ ESTATES II

CLINTON TOWNSHIP, MACOMB COUNTY, MICHIGAN.

DEVELOPER
SCHULTZ HOMES INCORPORATED
A MICHIGAN CORPORATION
521 SHILDEN RD.
GROSSE POINTE, MICHIGAN.
48236

SURVEYOR
ROBERT SHANAYDA
REGISTERED LAND SURVEYOR
37014 KELLY RD.
MT. CLEMENS, MICHIGAN
48043

NOTE - ALL OF THE ATTACHED SHEETS OF THIS CONDOMINIUM SUBDIVISION PLAN HAVE PREVIOUSLY BEEN RECORDED AS A PART OF EXHIBIT B TO THE MASTER DEED OF SCHULTZ ESTATES II OR TO THE FIRST, SECOND OR THIRD AMENDMENT TO THE MASTER DEED. NO FIELD MEASUREMENTS OF UNITS HAVE CURRENTLY OR PREVIOUSLY BEEN PERFORMED DUE TO RELIANCE ON ARTICLES V-A AND VI-A OF THE ORIGINAL MASTER DEED AND OF THE CONSOLIDATING MASTER DEED FOR MAINTENANCE OF CONSTRUCTION DEVIATIONS, IF ANY.

SEE:
 THE CHARTER OF THE CITY OF GROSSE POINTE AND
 THE CHARTER OF THE CITY OF GROSSE POINTES
 RECORDED IN THE PUBLIC RECORDS OF THE
 COUNTY OF MACOMB, MICHIGAN.

- UNIT 201:**
- 1. THE EASMENT OF UNIT 201, B.L.S. 2 (UNIT 201) PARCEL 201.
 - 2. THE EASMENT OF UNIT 201, B.L.S. 3 (UNIT 201) PARCEL 201.
 - 3. THE EASMENT OF UNIT 201, B.L.S. 4 (UNIT 201) PARCEL 201.
 - 4. THE EASMENT OF UNIT 201, B.L.S. 5 (UNIT 201) PARCEL 201.
 - 5. THE EASMENT OF UNIT 201, B.L.S. 6 (UNIT 201) PARCEL 201.
 - 6. THE EASMENT OF UNIT 201, B.L.S. 7 (UNIT 201) PARCEL 201.
 - 7. THE EASMENT OF UNIT 201, B.L.S. 8 (UNIT 201) PARCEL 201.
 - 8. THE EASMENT OF UNIT 201, B.L.S. 9 (UNIT 201) PARCEL 201.
 - 9. THE EASMENT OF UNIT 201, B.L.S. 10 (UNIT 201) PARCEL 201.
 - 10. THE EASMENT OF UNIT 201, B.L.S. 11 (UNIT 201) PARCEL 201.
 - 11. THE EASMENT OF UNIT 201, B.L.S. 12 (UNIT 201) PARCEL 201.
 - 12. THE EASMENT OF UNIT 201, B.L.S. 13 (UNIT 201) PARCEL 201.
 - 13. THE EASMENT OF UNIT 201, B.L.S. 14 (UNIT 201) PARCEL 201.
 - 14. THE EASMENT OF UNIT 201, B.L.S. 15 (UNIT 201) PARCEL 201.
 - 15. THE EASMENT OF UNIT 201, B.L.S. 16 (UNIT 201) PARCEL 201.
 - 16. THE EASMENT OF UNIT 201, B.L.S. 17 (UNIT 201) PARCEL 201.
 - 17. THE EASMENT OF UNIT 201, B.L.S. 18 (UNIT 201) PARCEL 201.
 - 18. THE EASMENT OF UNIT 201, B.L.S. 19 (UNIT 201) PARCEL 201.
 - 19. THE EASMENT OF UNIT 201, B.L.S. 20 (UNIT 201) PARCEL 201.
 - 20. THE EASMENT OF UNIT 201, B.L.S. 21 (UNIT 201) PARCEL 201.
 - 21. THE EASMENT OF UNIT 201, B.L.S. 22 (UNIT 201) PARCEL 201.
 - 22. THE EASMENT OF UNIT 201, B.L.S. 23 (UNIT 201) PARCEL 201.
 - 23. THE EASMENT OF UNIT 201, B.L.S. 24 (UNIT 201) PARCEL 201.
 - 24. THE EASMENT OF UNIT 201, B.L.S. 25 (UNIT 201) PARCEL 201.
 - 25. THE EASMENT OF UNIT 201, B.L.S. 26 (UNIT 201) PARCEL 201.
 - 26. THE EASMENT OF UNIT 201, B.L.S. 27 (UNIT 201) PARCEL 201.
 - 27. THE EASMENT OF UNIT 201, B.L.S. 28 (UNIT 201) PARCEL 201.
 - 28. THE EASMENT OF UNIT 201, B.L.S. 29 (UNIT 201) PARCEL 201.
 - 29. THE EASMENT OF UNIT 201, B.L.S. 30 (UNIT 201) PARCEL 201.
 - 30. THE EASMENT OF UNIT 201, B.L.S. 31 (UNIT 201) PARCEL 201.
 - 31. THE EASMENT OF UNIT 201, B.L.S. 32 (UNIT 201) PARCEL 201.
 - 32. THE EASMENT OF UNIT 201, B.L.S. 33 (UNIT 201) PARCEL 201.
 - 33. THE EASMENT OF UNIT 201, B.L.S. 34 (UNIT 201) PARCEL 201.
 - 34. THE EASMENT OF UNIT 201, B.L.S. 35 (UNIT 201) PARCEL 201.
 - 35. THE EASMENT OF UNIT 201, B.L.S. 36 (UNIT 201) PARCEL 201.
 - 36. THE EASMENT OF UNIT 201, B.L.S. 37 (UNIT 201) PARCEL 201.
 - 37. THE EASMENT OF UNIT 201, B.L.S. 38 (UNIT 201) PARCEL 201.
 - 38. THE EASMENT OF UNIT 201, B.L.S. 39 (UNIT 201) PARCEL 201.
 - 39. THE EASMENT OF UNIT 201, B.L.S. 40 (UNIT 201) PARCEL 201.
 - 40. THE EASMENT OF UNIT 201, B.L.S. 41 (UNIT 201) PARCEL 201.
 - 41. THE EASMENT OF UNIT 201, B.L.S. 42 (UNIT 201) PARCEL 201.
 - 42. THE EASMENT OF UNIT 201, B.L.S. 43 (UNIT 201) PARCEL 201.
 - 43. THE EASMENT OF UNIT 201, B.L.S. 44 (UNIT 201) PARCEL 201.
 - 44. THE EASMENT OF UNIT 201, B.L.S. 45 (UNIT 201) PARCEL 201.
 - 45. THE EASMENT OF UNIT 201, B.L.S. 46 (UNIT 201) PARCEL 201.
 - 46. THE EASMENT OF UNIT 201, B.L.S. 47 (UNIT 201) PARCEL 201.
 - 47. THE EASMENT OF UNIT 201, B.L.S. 48 (UNIT 201) PARCEL 201.
 - 48. THE EASMENT OF UNIT 201, B.L.S. 49 (UNIT 201) PARCEL 201.
 - 49. THE EASMENT OF UNIT 201, B.L.S. 50 (UNIT 201) PARCEL 201.
 - 50. THE EASMENT OF UNIT 201, B.L.S. 51 (UNIT 201) PARCEL 201.
 - 51. THE EASMENT OF UNIT 201, B.L.S. 52 (UNIT 201) PARCEL 201.
 - 52. THE EASMENT OF UNIT 201, B.L.S. 53 (UNIT 201) PARCEL 201.
 - 53. THE EASMENT OF UNIT 201, B.L.S. 54 (UNIT 201) PARCEL 201.
 - 54. THE EASMENT OF UNIT 201, B.L.S. 55 (UNIT 201) PARCEL 201.
 - 55. THE EASMENT OF UNIT 201, B.L.S. 56 (UNIT 201) PARCEL 201.
 - 56. THE EASMENT OF UNIT 201, B.L.S. 57 (UNIT 201) PARCEL 201.
 - 57. THE EASMENT OF UNIT 201, B.L.S. 58 (UNIT 201) PARCEL 201.
 - 58. THE EASMENT OF UNIT 201, B.L.S. 59 (UNIT 201) PARCEL 201.
 - 59. THE EASMENT OF UNIT 201, B.L.S. 60 (UNIT 201) PARCEL 201.
 - 60. THE EASMENT OF UNIT 201, B.L.S. 61 (UNIT 201) PARCEL 201.
 - 61. THE EASMENT OF UNIT 201, B.L.S. 62 (UNIT 201) PARCEL 201.
 - 62. THE EASMENT OF UNIT 201, B.L.S. 63 (UNIT 201) PARCEL 201.
 - 63. THE EASMENT OF UNIT 201, B.L.S. 64 (UNIT 201) PARCEL 201.
 - 64. THE EASMENT OF UNIT 201, B.L.S. 65 (UNIT 201) PARCEL 201.
 - 65. THE EASMENT OF UNIT 201, B.L.S. 66 (UNIT 201) PARCEL 201.
 - 66. THE EASMENT OF UNIT 201, B.L.S. 67 (UNIT 201) PARCEL 201.
 - 67. THE EASMENT OF UNIT 201, B.L.S. 68 (UNIT 201) PARCEL 201.
 - 68. THE EASMENT OF UNIT 201, B.L.S. 69 (UNIT 201) PARCEL 201.
 - 69. THE EASMENT OF UNIT 201, B.L.S. 70 (UNIT 201) PARCEL 201.
 - 70. THE EASMENT OF UNIT 201, B.L.S. 71 (UNIT 201) PARCEL 201.
 - 71. THE EASMENT OF UNIT 201, B.L.S. 72 (UNIT 201) PARCEL 201.
 - 72. THE EASMENT OF UNIT 201, B.L.S. 73 (UNIT 201) PARCEL 201.
 - 73. THE EASMENT OF UNIT 201, B.L.S. 74 (UNIT 201) PARCEL 201.
 - 74. THE EASMENT OF UNIT 201, B.L.S. 75 (UNIT 201) PARCEL 201.
 - 75. THE EASMENT OF UNIT 201, B.L.S. 76 (UNIT 201) PARCEL 201.
 - 76. THE EASMENT OF UNIT 201, B.L.S. 77 (UNIT 201) PARCEL 201.
 - 77. THE EASMENT OF UNIT 201, B.L.S. 78 (UNIT 201) PARCEL 201.
 - 78. THE EASMENT OF UNIT 201, B.L.S. 79 (UNIT 201) PARCEL 201.
 - 79. THE EASMENT OF UNIT 201, B.L.S. 80 (UNIT 201) PARCEL 201.
 - 80. THE EASMENT OF UNIT 201, B.L.S. 81 (UNIT 201) PARCEL 201.
 - 81. THE EASMENT OF UNIT 201, B.L.S. 82 (UNIT 201) PARCEL 201.
 - 82. THE EASMENT OF UNIT 201, B.L.S. 83 (UNIT 201) PARCEL 201.
 - 83. THE EASMENT OF UNIT 201, B.L.S. 84 (UNIT 201) PARCEL 201.
 - 84. THE EASMENT OF UNIT 201, B.L.S. 85 (UNIT 201) PARCEL 201.
 - 85. THE EASMENT OF UNIT 201, B.L.S. 86 (UNIT 201) PARCEL 201.
 - 86. THE EASMENT OF UNIT 201, B.L.S. 87 (UNIT 201) PARCEL 201.
 - 87. THE EASMENT OF UNIT 201, B.L.S. 88 (UNIT 201) PARCEL 201.
 - 88. THE EASMENT OF UNIT 201, B.L.S. 89 (UNIT 201) PARCEL 201.
 - 89. THE EASMENT OF UNIT 201, B.L.S. 90 (UNIT 201) PARCEL 201.
 - 90. THE EASMENT OF UNIT 201, B.L.S. 91 (UNIT 201) PARCEL 201.
 - 91. THE EASMENT OF UNIT 201, B.L.S. 92 (UNIT 201) PARCEL 201.
 - 92. THE EASMENT OF UNIT 201, B.L.S. 93 (UNIT 201) PARCEL 201.
 - 93. THE EASMENT OF UNIT 201, B.L.S. 94 (UNIT 201) PARCEL 201.
 - 94. THE EASMENT OF UNIT 201, B.L.S. 95 (UNIT 201) PARCEL 201.
 - 95. THE EASMENT OF UNIT 201, B.L.S. 96 (UNIT 201) PARCEL 201.
 - 96. THE EASMENT OF UNIT 201, B.L.S. 97 (UNIT 201) PARCEL 201.
 - 97. THE EASMENT OF UNIT 201, B.L.S. 98 (UNIT 201) PARCEL 201.
 - 98. THE EASMENT OF UNIT 201, B.L.S. 99 (UNIT 201) PARCEL 201.
 - 99. THE EASMENT OF UNIT 201, B.L.S. 100 (UNIT 201) PARCEL 201.



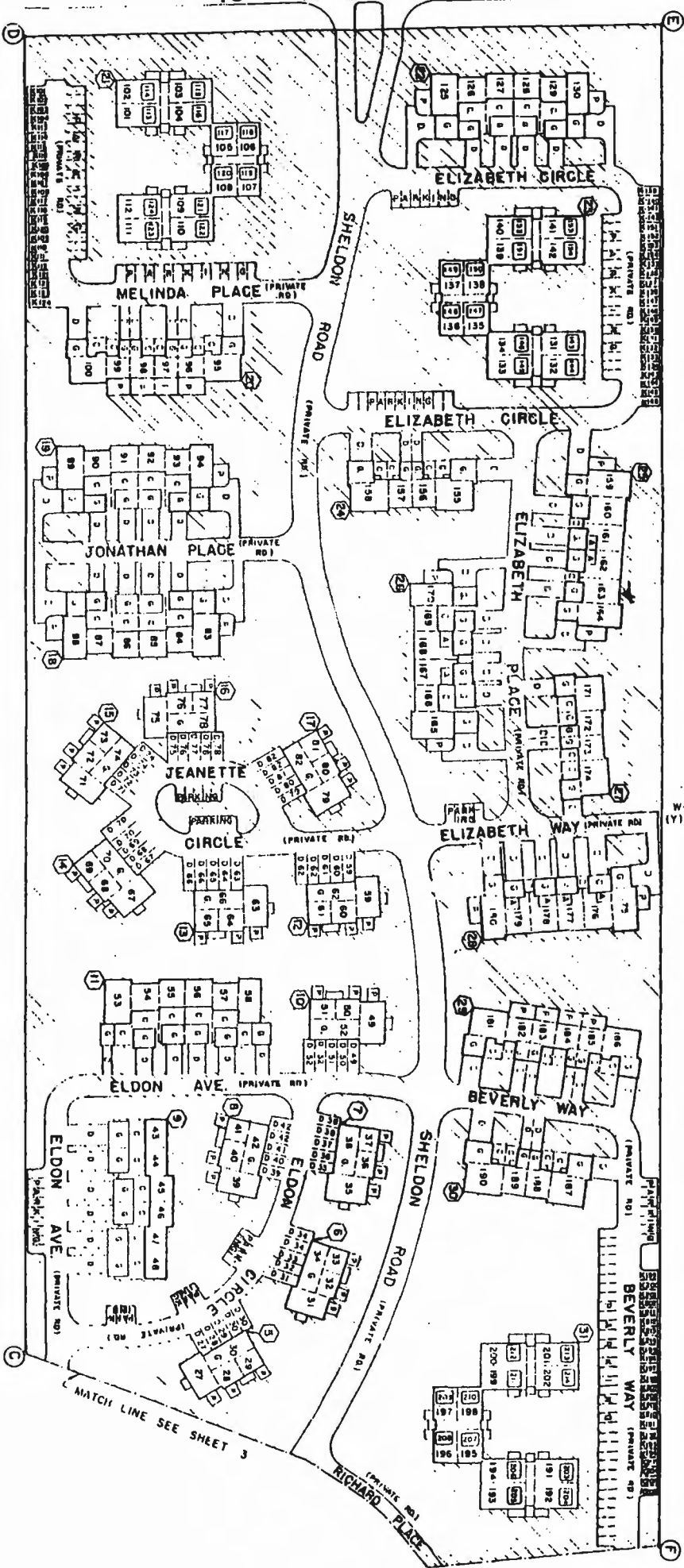
AMERIBUILD MARCH 28, 1993
 SHEET

PROPERTY DESCRIPTION: UNIT 201

CONTOUR OF THE UNIT 201 CONSIST OF THE EASMENT OF UNIT 201, B.L.S. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

PROPERTY DESCRIPTION: UNIT 201

CONTOUR OF THE UNIT 201 CONSIST OF THE EASMENT OF UNIT 201, B.L.S. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.



- BUILDING NUMBER AND BUILDING COORDINATE
- PROPERTY COORDINATE
- SECOND FLOOR APARTMENT
- P-PATIO AREA, LIMITED COMMON ELEMENT
- D-DRIVEWAY, LIMITED COMMON ELEMENT
- G-GARAGE, LIMITED COMMON ELEMENT
- C-COURT, LIMITED COMMON ELEMENT
- K-KAR PORTS, LIMITED COMMON ELEMENT
- A-ATRIUM, LIMITED COMMON ELEMENT

SCHEDULE OF COORDINATE POINTS

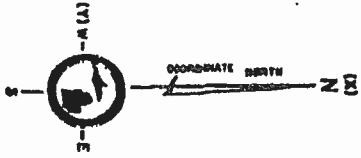
COORD. POINT (X)	NORTH (Y)	EAST (Z)
C	2575.39	1003.10
D	3997.17	1005.99
E	3997.17	1683.97
F	2363.26	1676.76
5	2398.04	1233.75
6	2691.28	1308.33
7	2814.54	1339.57
8	2820.45	1221.58
9	2824.30	1151.44
10	2941.99	1313.59
11	2975.21	1088.89
12	3038.59	1308.99
13	3028.52	1183.98
14	3101.17	1056.13
15	3246.33	1087.42
16	3276.47	1159.47
17	3236.78	1314.39
18	3317.98	1044.59
19	3347.17	1005.01
20	3516.72	1231.15
21	3947.17	1077.79
22	3947.17	1437.97
23	3769.17	1596.05
24	3476.30	1352.87
25	3301.23	1647.90
26	2656.71	1408.23
27	3175.50	1625.34
28	3005.47	1499.42
29	2941.6	1474.31
30	2741.70	1657.75
31	2581.55	1489.72

SCHULTZ ESTATES II
 SCALE: 1"=50'
 SITE PLAN
 AMENDED
 MARCH 26, 1993



ROBERT SMARUGA
 REGISTERED LAND SURVEYOR
 3704 KILLY ROAD
 TROY, MICHIGAN 48063
 58-013

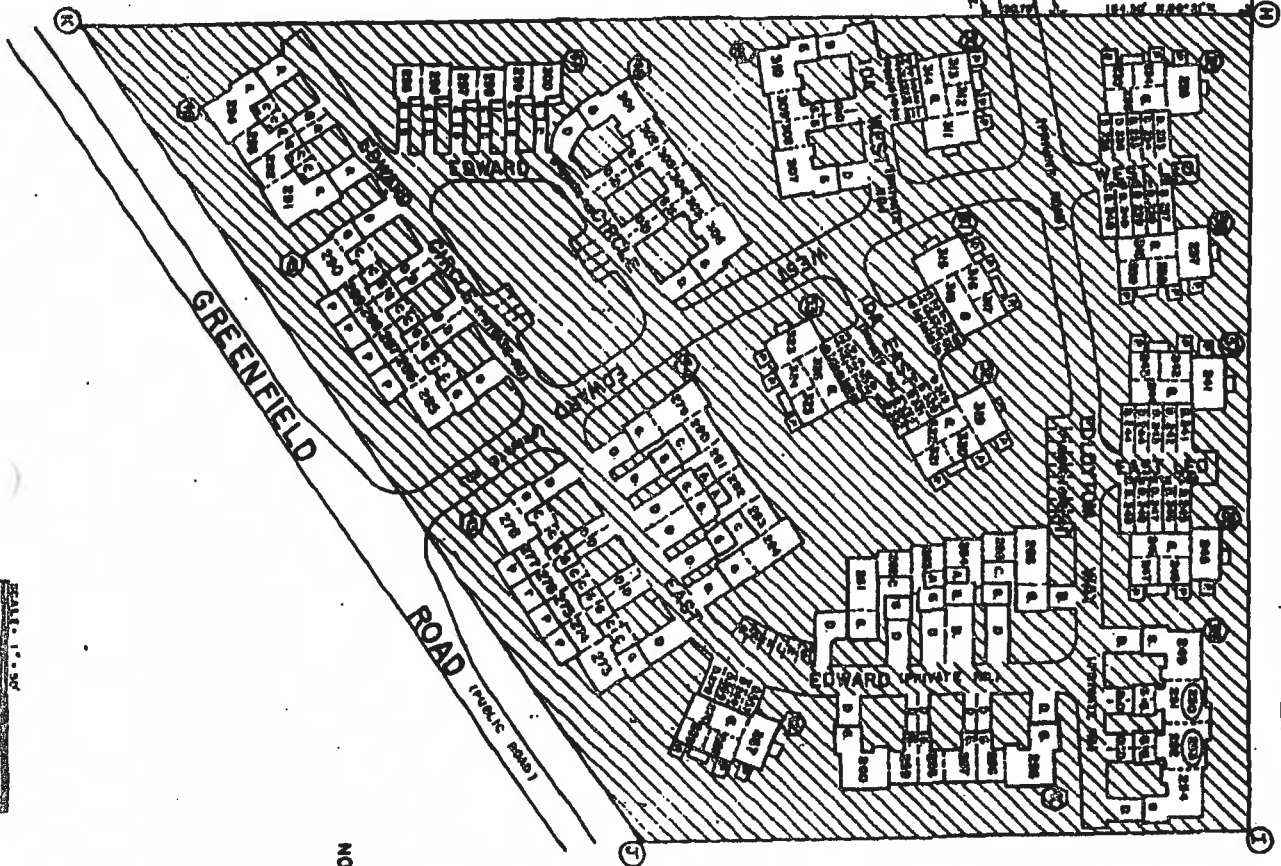
- ▨ GENERAL COMMON ELEMENT
- BUILDING NUMBER AND BUILDING COMPONENT
- PROPERTY COMPONENT
- P-RATIO AREA, LIMITED COMMON ELEMENT
- D-SUBDIVISION, LIMITED COMMON ELEMENT
- B-BALANCE, LIMITED COMMON ELEMENT
- C-COURT, LIMITED COMMON ELEMENT
- SECOND FLOOR UNIT NUMBER
- A-ATRIUM, LIMITED COMMON ELEMENT



NOTE:
EDLOYTOM WAY IS GENERAL COMMON ELEMENT.

NO RT. VARIATION FROM
THESE BOUNDARIES AND
UTILITIES.

MATCH LINE SEE SHEET 3



SCHEDULE OF COORDINATE POINTS

COORD. POINT	NORTH (N)	EAST (E)
6	2261.57	2097.60
7	2260.42	2118.27
8	2257.30	2023.37
9	1840.91	2028.53
10	1302.38	2323.72
11	2154.45	2056.83
12	2250.22	2384.09
13	2323.59	2307.12
14	2308.49	2753.18
15	2341.02	2893.59
16	2210.48	2898.37
17	2193.77	2730.38
18	2261.57	2097.60
19	2260.42	2118.27
20	2257.30	2023.37
21	1840.91	2028.53
22	1302.38	2323.72
23	2154.45	2056.83
24	2250.22	2384.09
25	2323.59	2307.12
26	2308.49	2753.18
27	2341.02	2893.59
28	2210.48	2898.37
29	2193.77	2730.38
30	2261.57	2097.60
31	2260.42	2118.27
32	2257.30	2023.37
33	1840.91	2028.53
34	1302.38	2323.72
35	2154.45	2056.83
36	2250.22	2384.09
37	2323.59	2307.12
38	2308.49	2753.18
39	2341.02	2893.59
40	2210.48	2898.37
41	2193.77	2730.38

NOTE-UNIT NUMBERS 271 AND 272 NOT USED.



SITE PLAN

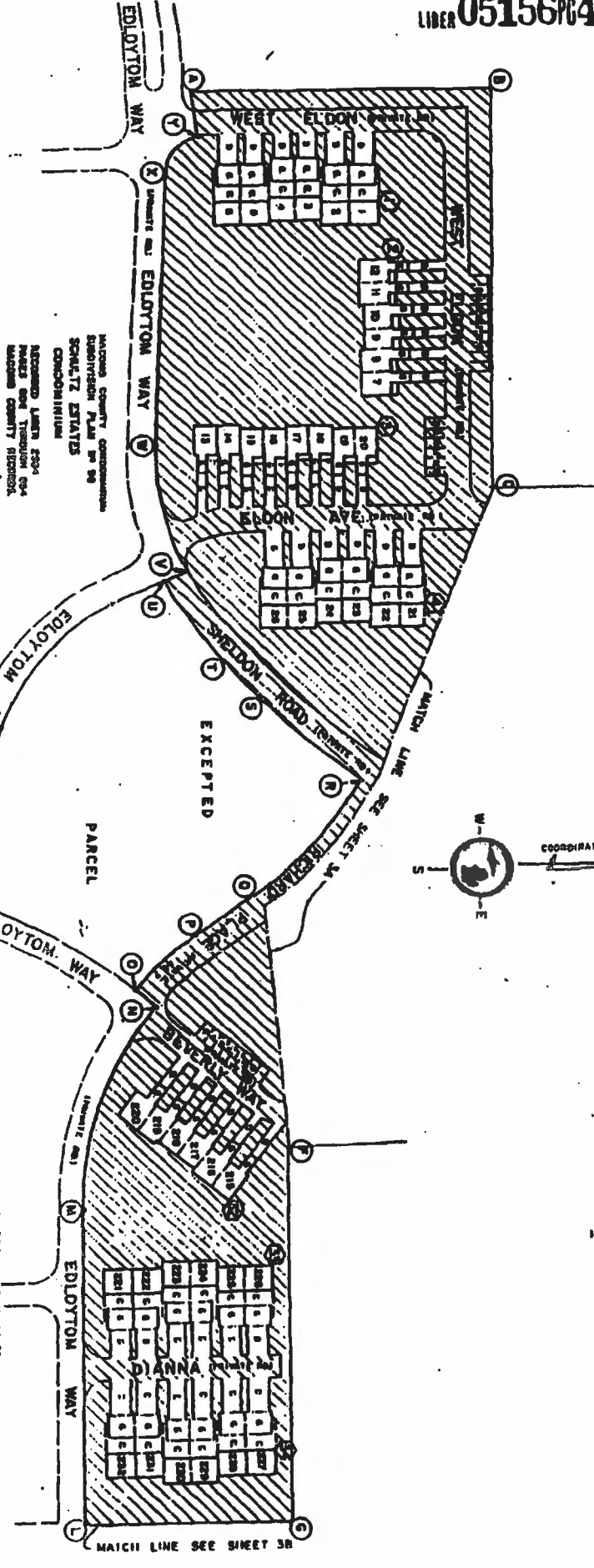
SCHULTZ ESTATES II



JANUARY 29, 1991

ROBERT SCHULTZ
REGISTERED LAND SURVEYOR
17000 HILLY ROAD
THE WOODBRIDGE

- ▨ GENERAL COMMON ELEMENT
- BUILDING NUMBER AND BUILDING COORDINATE
- PROPERTY COORDINATE
- PATIO AREA, LIMITED COMMON ELEMENT
- DRIVEWAY, LIMITED COMMON ELEMENT
- GARAGE, LIMITED COMMON ELEMENT
- COURT, LIMITED COMMON ELEMENT



NATIONAL COUNTY CORPORATION
 SUBDIVISION PLAN NO 88
 SCHULTZ ESTATES
 CONDOMINIUM
 RECORDED LIBER 2204
 PAGES 604 THROUGH 604
 MADISON COUNTY MISSOURI

NATIONAL COUNTY CORPORATION
 SUBDIVISION PLAN NO 88
 SCHULTZ ESTATES CONDOMINIUM
 RECORDED LIBER 2204
 PAGES 604 THROUGH 604
 MADISON COUNTY MISSOURI

SCHEDULE OF COORDINATE POINTS

POINT	NORTH (N)	EAST (E)	T	COORDINATE
A	2273.04	585.50	V	2299.19 1180.57
B	2273.33	582.01	U	2298.59 1097.75
C	2273.38	1003.10	W	2298.42 933.21
D	2261.36	1676.76	X	2278.24 689.92
E	2381.97	2057.80	Y	2278.26 631.91
F	2154.45	2096.83	Z	2478.24 782.94
G	2153.48	1733.79	1	2461.94 939.82
H	2231.02	1533.46	2	2390.30 1119.07
I	2208.39	1916.66	3	2305.05 1730.21
J	2274.08	1488.30	3S	2347.73 1783.68
K	2331.07	1418.30	34	2378.89 1885.58
L	2437.83	1300.56		
M	2351.02	1275.45		

SITE PLAN

JANUARY 28, 1981

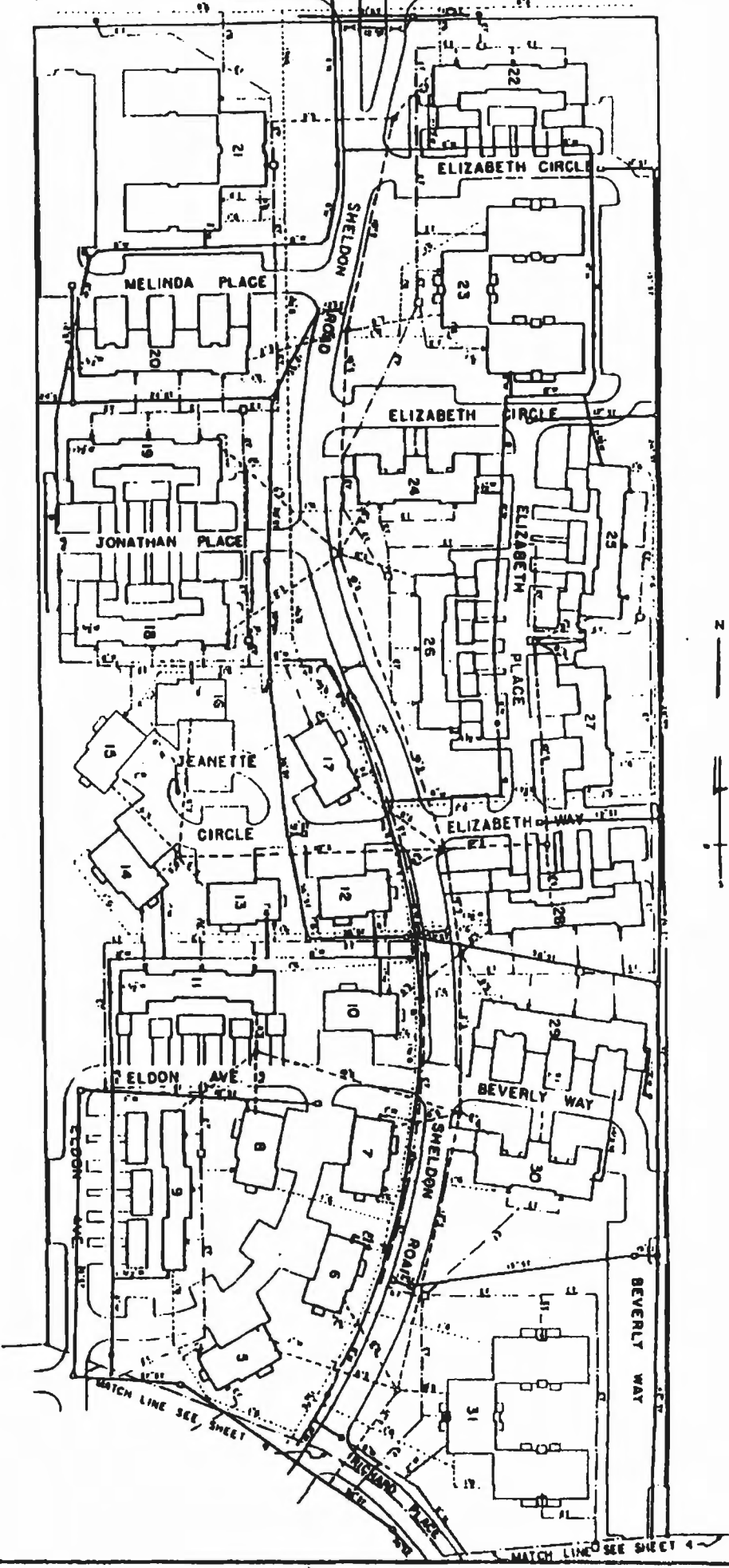
RWS



SCHULTZ ESTATES II

SCALE: 1" = 60'

ENGINEER: SCHULTZ
 REGISTERED LAND SURVEYOR
 NO. 17458
 MISSOURI



NOTES:

1. ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY.
2. THE LOCATION OF UTILITIES IS SUBJECT TO CHANGE WITHOUT NOTICE.
3. THE OWNER IS RESPONSIBLE FOR OBTAINING NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES.
4. THE UTILITIES SHOWN ARE NOT TO BE CONSIDERED AS A GUARANTEE OF SERVICE.
5. THE UTILITIES SHOWN ARE NOT TO BE CONSIDERED AS A GUARANTEE OF LOCATION.
6. THE UTILITIES SHOWN ARE NOT TO BE CONSIDERED AS A GUARANTEE OF DEPTH.
7. THE UTILITIES SHOWN ARE NOT TO BE CONSIDERED AS A GUARANTEE OF SIZE.
8. THE UTILITIES SHOWN ARE NOT TO BE CONSIDERED AS A GUARANTEE OF MATERIAL.
9. THE UTILITIES SHOWN ARE NOT TO BE CONSIDERED AS A GUARANTEE OF INSTALLATION.
10. THE UTILITIES SHOWN ARE NOT TO BE CONSIDERED AS A GUARANTEE OF MAINTENANCE.

UTILITY PLAN

NOTE: FOR UTILITY LEGEND SEE SHEET 4B.

APPROVED
MARCH 28, 1993

[Signature]

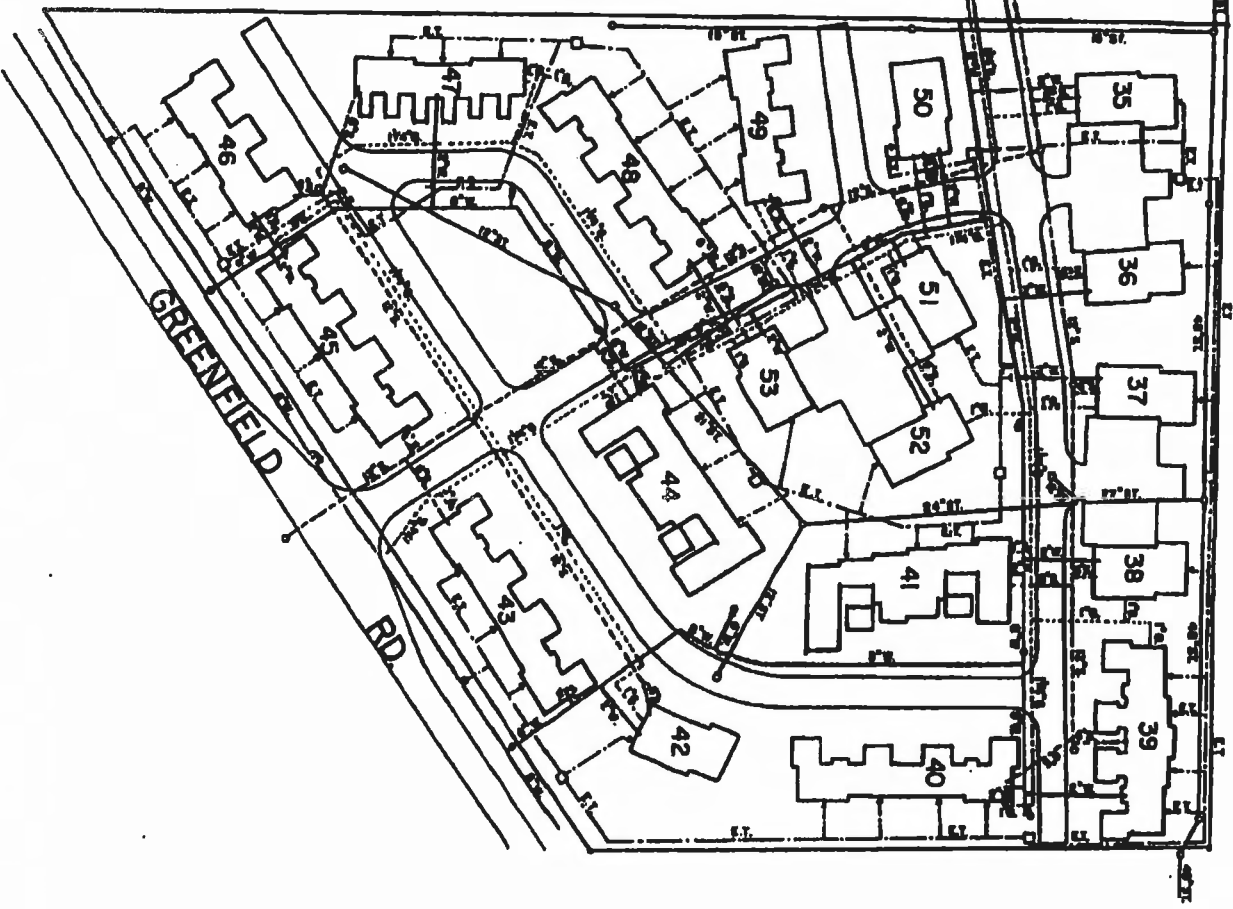
SCHULTZ ESTATES II

SCALE: 1" = 50'



ROBERT SCHULTZ
REGISTERED LAND SURVEYOR
1714 W. 14TH AVENUE
DENVER, COLORADO
80202
1993-000-0111

SCHULTZ ESTATE II
SEE SHEET 4A



UTILITY LEGEND

- SANITARY SEWER
- SANITARY MAN HOLE
- STORM SEWER
- STORM MAN HOLE
- CATCH BASIN
- WATER MAIN
- GATE AND WELL
- FIRE HYDRANT
- UNDERGROUND ELECTRIC AND TELEPHONE
- TRANSFORMER
- ELECTRIC METER
- CABLE POLE
- GAS MAIN

GENERAL NOTES

ALL UTILITIES ARE SHOWN WITH UNLESS OTHERWISE NOTED BY CLEARLY MARKED INTERSECTION AS SHOWN ON THIS PLAN. ALL UTILITIES ARE SHOWN WITH UNLESS OTHERWISE NOTED BY CLEARLY MARKED INTERSECTION AS SHOWN ON THIS PLAN. ALL UTILITIES ARE SHOWN WITH UNLESS OTHERWISE NOTED BY CLEARLY MARKED INTERSECTION AS SHOWN ON THIS PLAN.

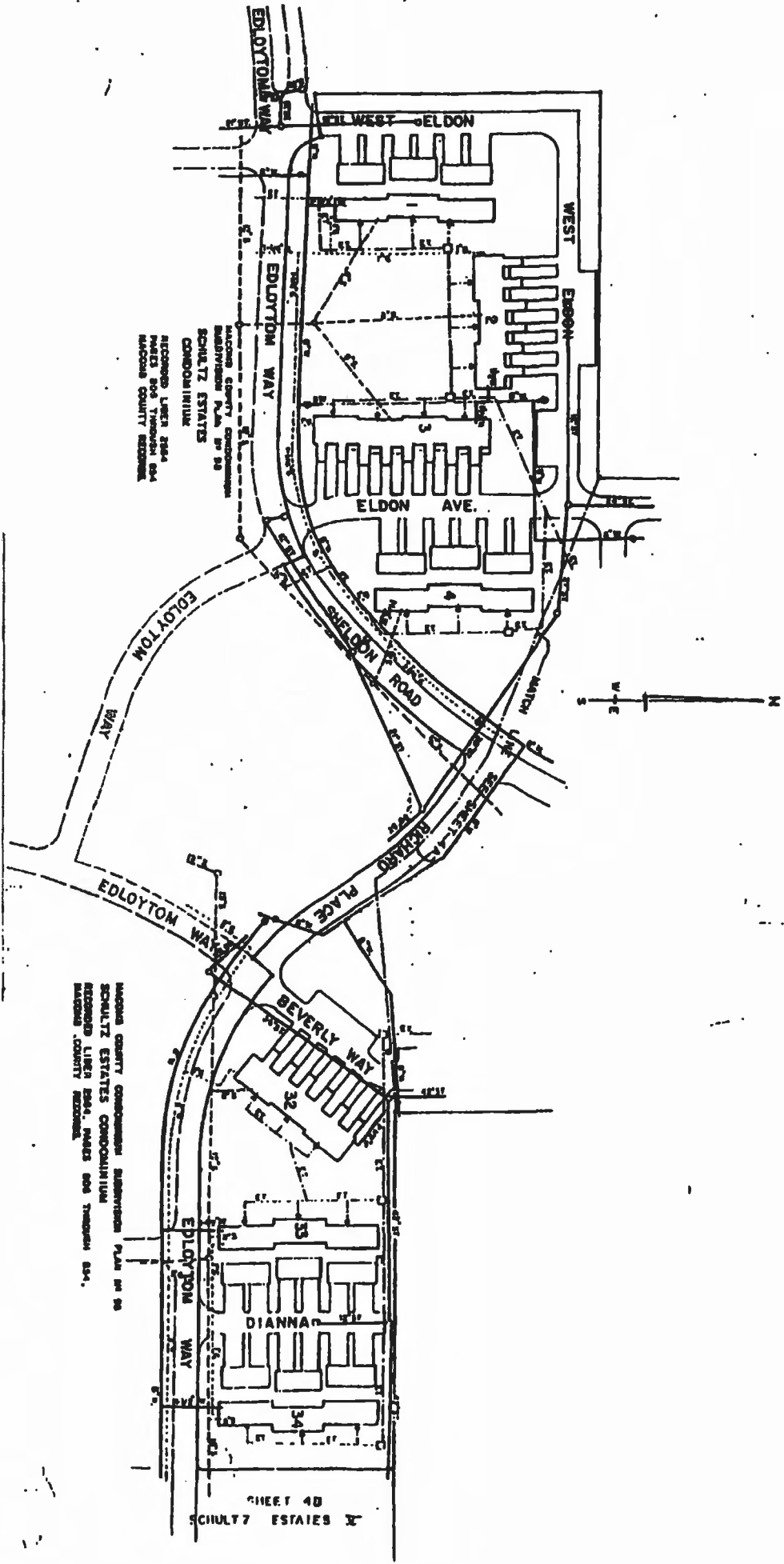
UTILITY PLAN

SCHULTZ ESTATES II



ROBERT S. SWANBERG
REGISTERED SURVEYOR
3704 S. HILLY RD., SEVENTON
MT. PLEASANT, MISSOURI 64153

JANUARY 28, 1991



RECORD LINES 2044
 PAGES 503 THROUGH 504
 MADISON COUNTY RECORDS
 RECORD LINES 2044
 PAGES 503 THROUGH 504
 MADISON COUNTY RECORDS
 SCHULTZ ESTATES
 CONDOMINIUM
 MADISON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 98

MADISON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 98
 SCHULTZ ESTATES CONDOMINIUM
 RECORD LINES 2044, PAGES 503 THROUGH 504.
 MADISON COUNTY RECORDS

UTILITY PLAN

NOTE: FOR UTILITY LEGEND SEE SHEET 4B.

SCHULTZ ESTATES TI

SCALE: 1" = 50'

JANUARY 29, 1987
R. H. H.

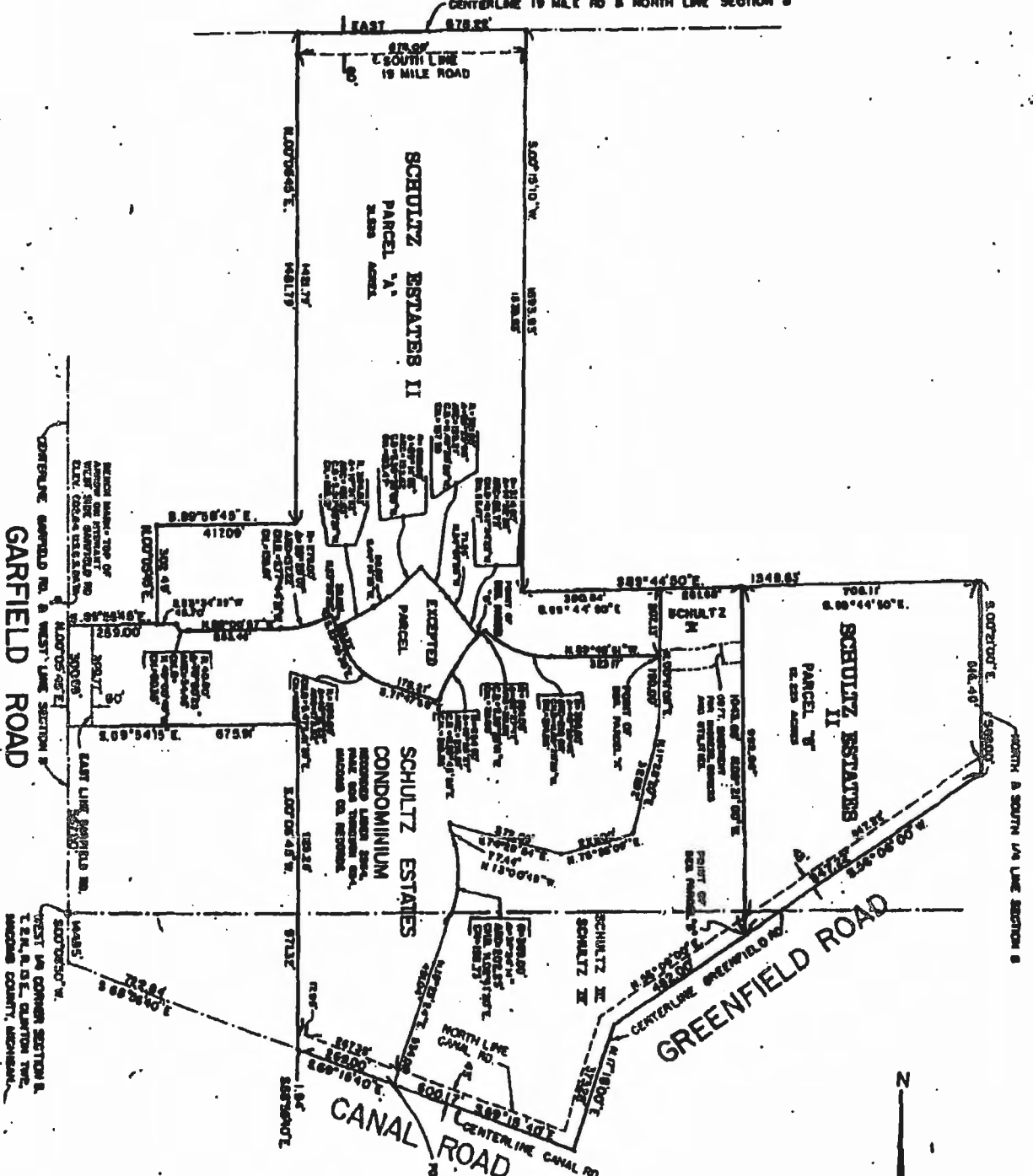


PROJECT: SCHULTZ ESTATES
 3100 S. ELLIOT ROAD
 CLAYTON, MISSOURI
 63017-48-410

SHEET 4B
 SCHULTZ ESTATES TI

19 MILE ROAD

CENTERLINE 19 MILE RD & NORTH LINE SECTION 8



GARFIELD ROAD

GREENFIELD ROAD

CANAL ROAD

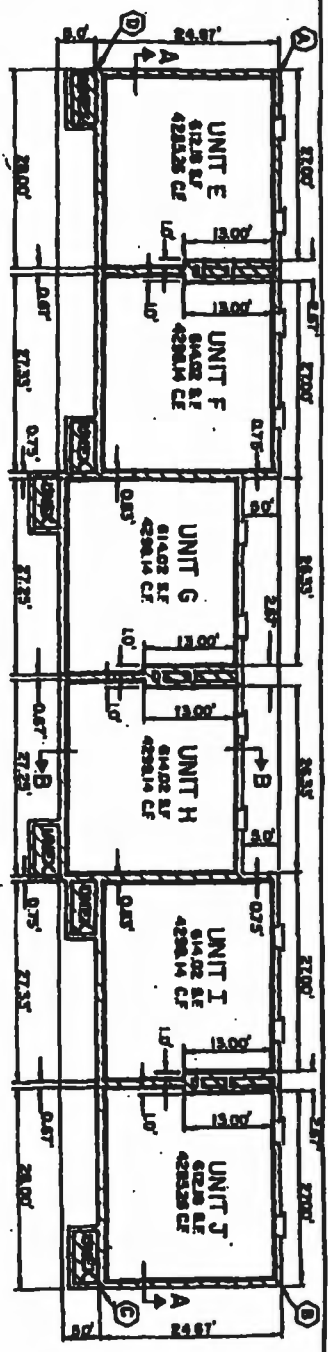


SURVEY PLAN

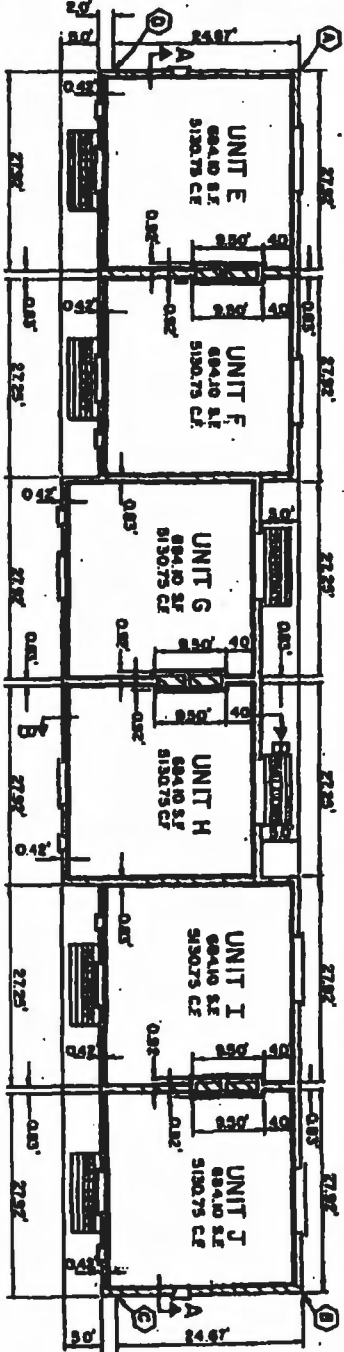
JANUARY 29, 1991



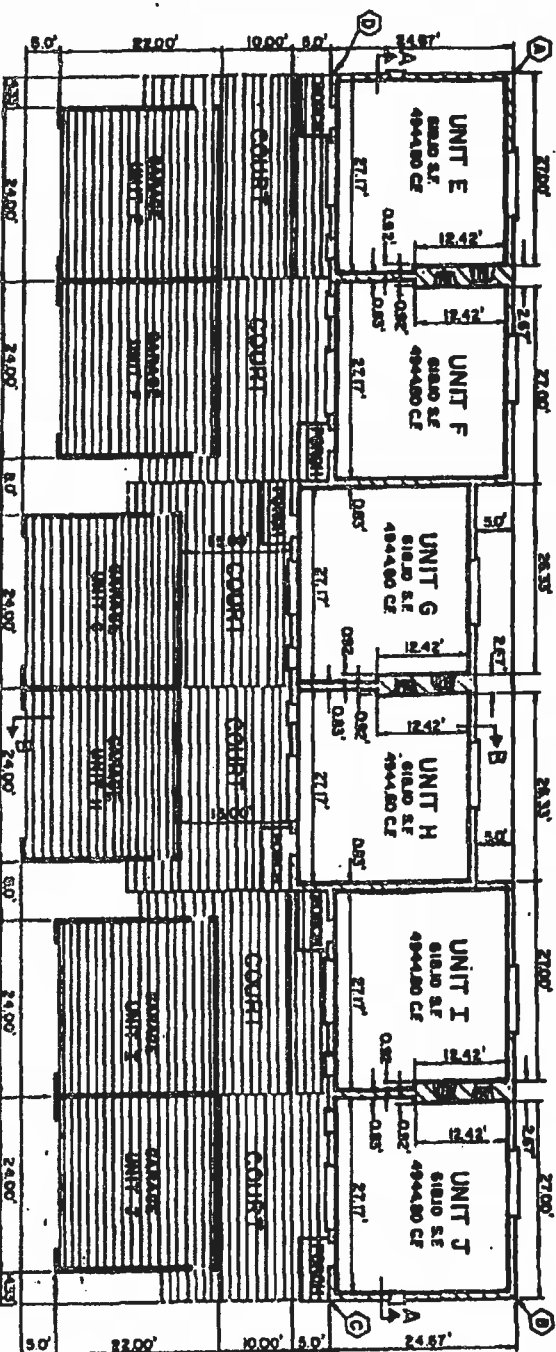
DATE OF SURVEY
 DATE OF RECORDING
 THIS IS TO CERTIFY THAT I HAVE SURVEYED THE PROPERTY
 HEREIN DESCRIBED AND THAT THERE ARE NO EXISTING
 ENCUMBRANCES UPON THE LANDS AND PROPERTY DESCRIBED
 EXCEPT AS SHOWN ON THIS PLAN
 ROBERT BALAMANDA
 REGISTERED LAND SURVEYOR
 REGISTRATION NO. 15395
 3704 KELLY ROAD
 MT. CLEMENS, MICHIGAN
 48043



BASEMENT FLOOR PLAN



SECOND FLOOR PLAN



FIRST FLOOR PLAN

- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- LIMITS OF OWNERSHIP
- LIMITS OF COURT AREA. (FENCE)
- COORDINATE POINT
- PRE-PLACE CONSTRUCTION CHANGES, LIMITED COMMON ELEMENT.

NOTE: ALL EXTERIOR FIRST FLOOR WALLS ARE 0.75'
 UNLESS OTHERWISE NOTED.

NOTE: ALL EXTERIOR AND INTERIOR GARAGE WALLS ARE 0.42'
 UNLESS OTHERWISE NOTED.

NOTE: ALL EXTERIOR SECOND FLOOR WALLS ARE 0.75'
 UNLESS OTHERWISE NOTED.

NOTE: FOR APARTMENT NUMBERING AND FLOOR ELEVATION SEE SHEET 7.

**TYPICAL FLOOR PLANS
 BUILDINGS. 1.4.**

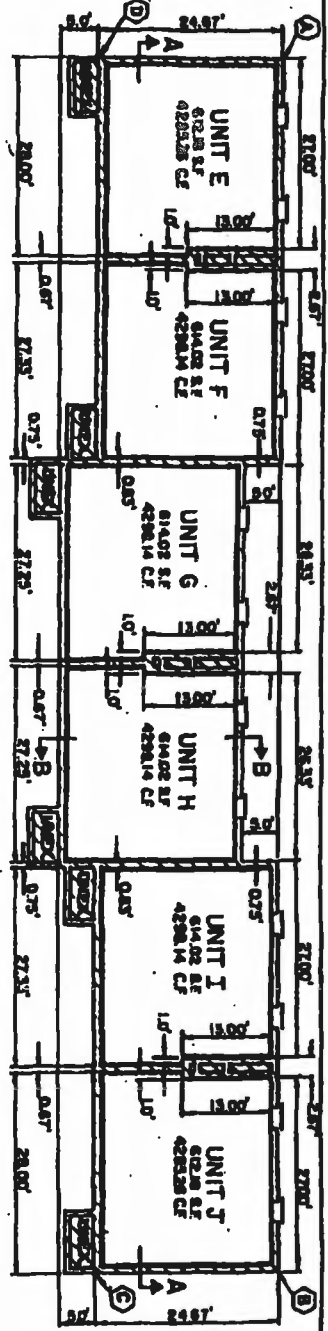
SCALE: 1/8" = 1'-0"

JANUARY 28, 1991

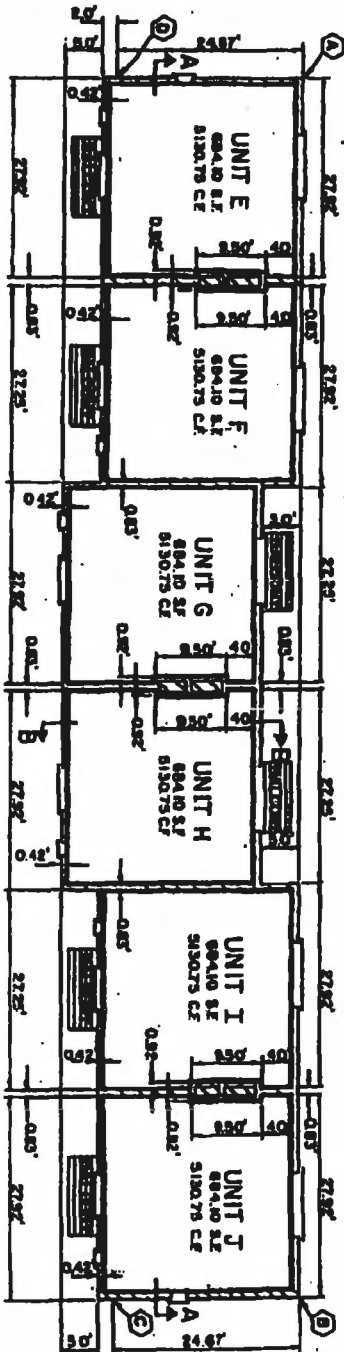


SCHULTZ ESTATES II

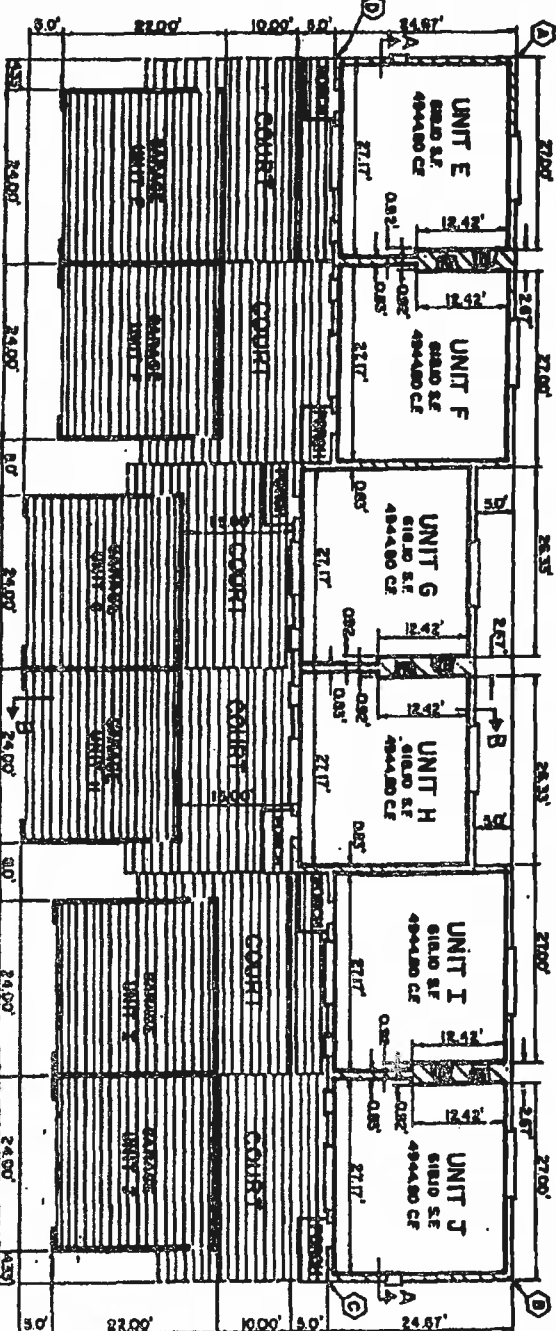
ROBERT SCHATZMAN
 REGISTERED LAND SURVEYOR
 14041 S. BROADWAY, CHICAGO, ILLINOIS
 PHONE: 434-4111



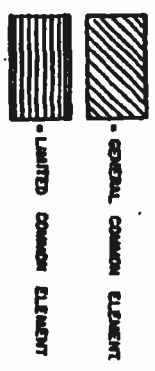
BASEMENT FLOOR PLAN



SECOND FLOOR PLAN



FIRST FLOOR PLAN



NOTE: ALL EXTERIOR BASEMENT WALLS ARE 0.75' UNLESS OTHERWISE NOTED.

NOTE: ALL EXTERIOR AND INTERIOR GARAGE WALLS ARE 0.42' UNLESS OTHERWISE NOTED.

NOTE: ALL EXTERIOR SECOND FLOOR WALLS ARE 0.75' UNLESS OTHERWISE NOTED.

NOTE: FOR APARTMENT NUMBERING AND FLOOR ELEVATION SEE SHEET 7.

TYPICAL FLOOR PLANS
BUILDINGS, 1.4.

SCHULTZ V.P.C. 1/24

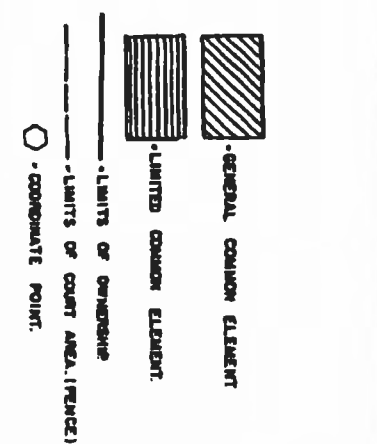
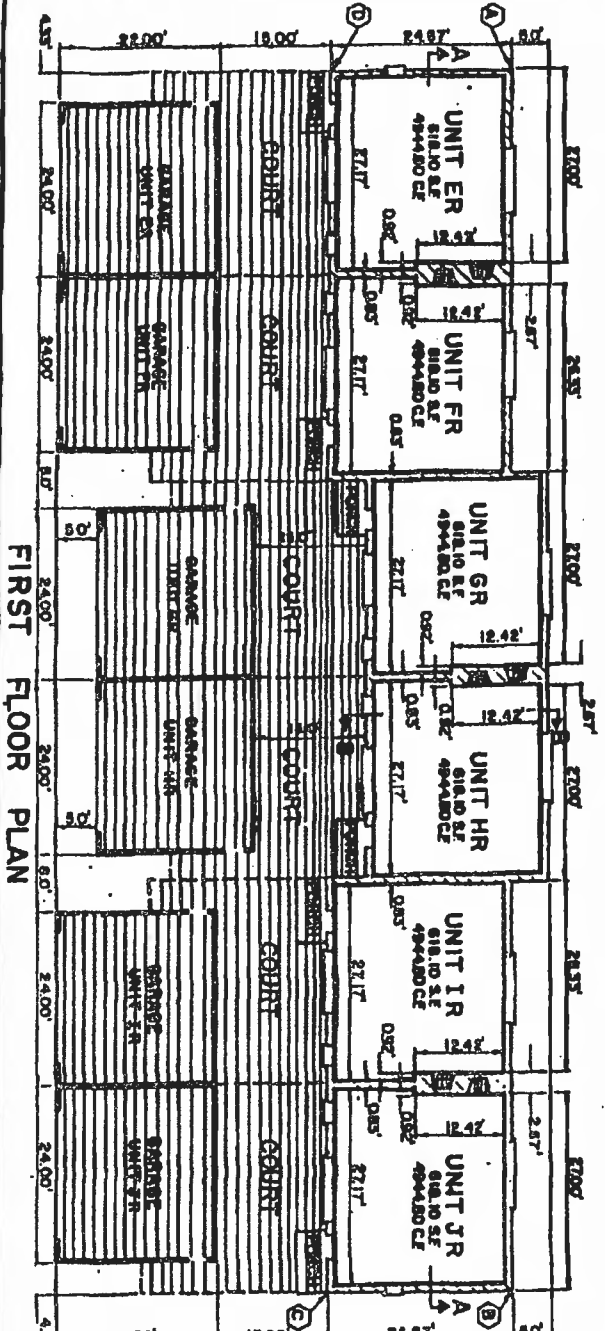
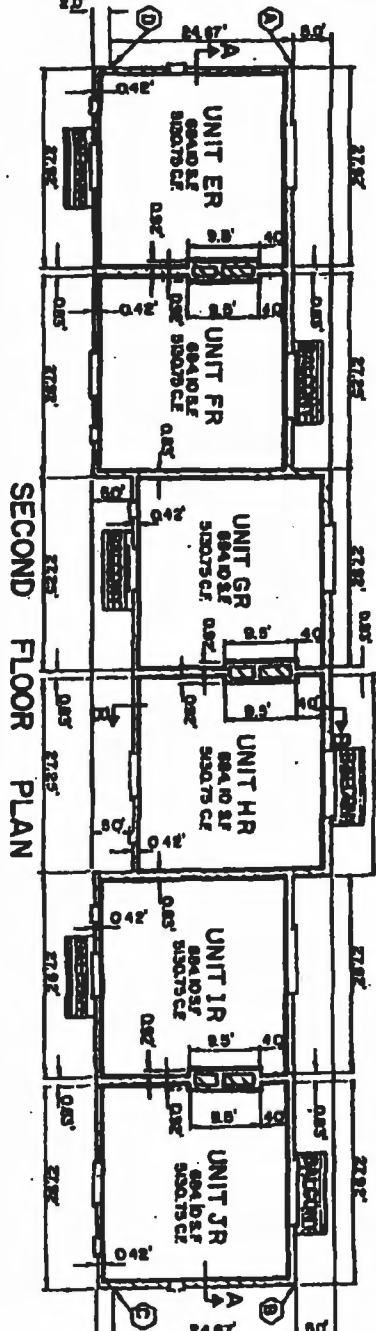
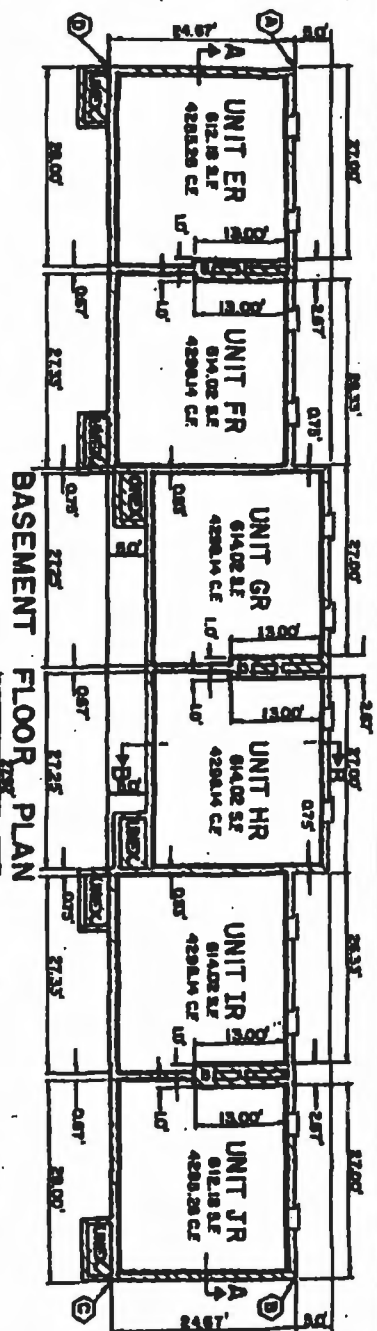
R/S

JANUARY 28, 1991



SCHULTZ ESTATES II

ROBERT SCHUMAYRA
REGISTERED LAND ENGINEER
STATE OF ILLINOIS
NO. 0484111
CHICAGO, ILLINOIS
PHONE 468-4111

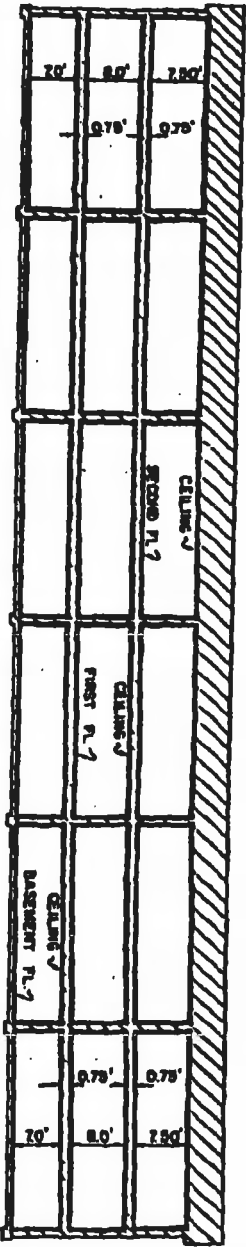


F - FINE CONSTRUCTION CHAMBER.
 NOTE: ALL EXTERIOR BASEMENT WALLS ARE 0.85' UNLESS OTHERWISE NOTED.
 NOTE: ALL EXTERIOR FIRST FLOOR WALLS ARE 0.75' UNLESS OTHERWISE NOTED.
 NOTE: ALL EXTERIOR SECOND FLOOR WALLS ARE 0.75' UNLESS OTHERWISE NOTED.
 NOTE: FOR APARTMENT NUMBERING AND FLOOR ELEVATIONS SEE SHEET 7.
 BALCONY - 44 SQ FT.
 PORCH - 32 SQ FT.

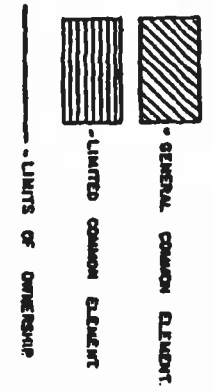
**TYPICAL FLOOR PLANS
 BUILDING 9.33.34.**



SCHULTZ ESTATES II
 SCHULTZ
 ARCHITECTS
 211 GARDEN STREET
 NEW YORK, N.Y. 10011
 JANUARY 28, 1991
 5



SECTION A-A
SCALE 1/8" = 1'-0"



LEGEND OF FIRST FLOOR ELEVATIONS ON U.S.G.S. DATA.

BUILDING NUMBER	FIRST FLOOR ELEVATION
1	602.50
9	603.10
33	602.80
34	602.90

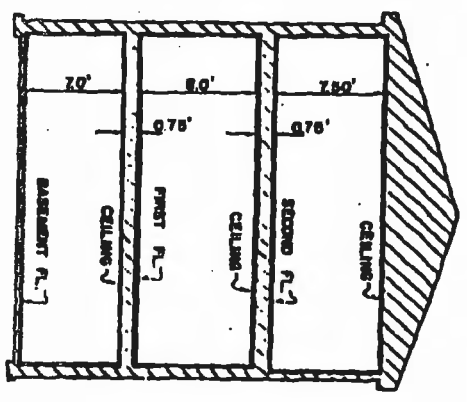
SCHEDULE OF APARTMENT NUMBERS

BUILDING NUMBER	UNIT	APARTMENT NUMBER
1	E	1
	F	2
	G	3
	H	4
	I	5
4	J	21
	K	22
	L	23
	M	24
	N	25

SCHEDULE OF BUILDING COORDINATES

BUILDING NUMBER	COORDINATES	BUILDING BEARING POINT A TO B
1	NORTH (X) 244.05 EAST (Y) 702.84	S 00° 05' 28" W
4	NORTH (X) 250.50 EAST (Y) 1115.07	S 00° 08' 08" E

SECTION B-B
SCALE 1/8" = 1'-0"



NOTE: FOR TYPICAL BUILDING FLOOR PLANS, APARTMENT SQUARE FOOT AND CURB FOOT SEE SHEETS 5 OR 6.

SCHEDULE OF APARTMENT NUMBERS

BUILDING NUMBER	UNIT	APARTMENT NUMBER
9	FR	44
	GR	45
	HR	46
	IR	47
	JR	48
33	201	222
	202	223
	203	224
	204	225
	205	226
34	227	228
	229	229
	230	230
	231	231
	232	232

SCHEDULE OF BUILDING COORDINATES

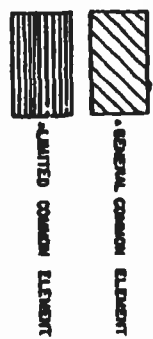
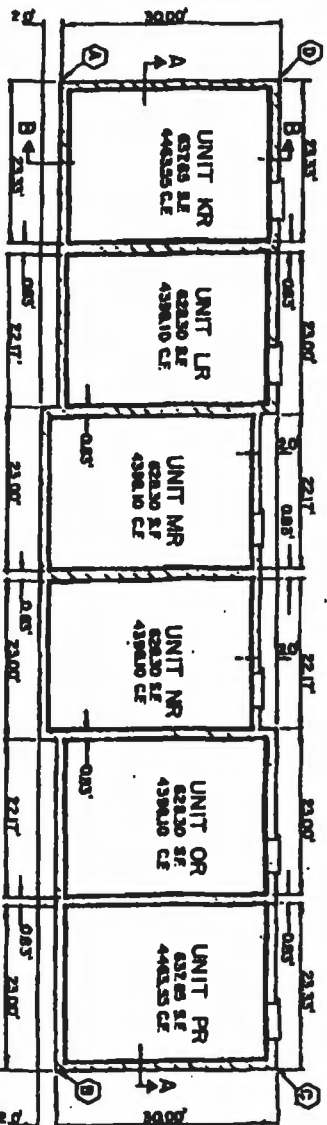
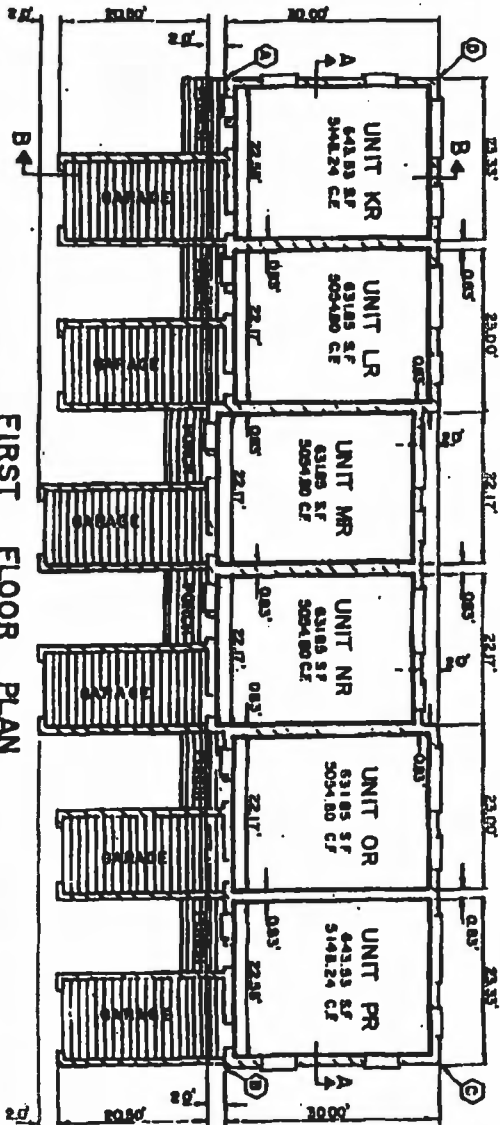
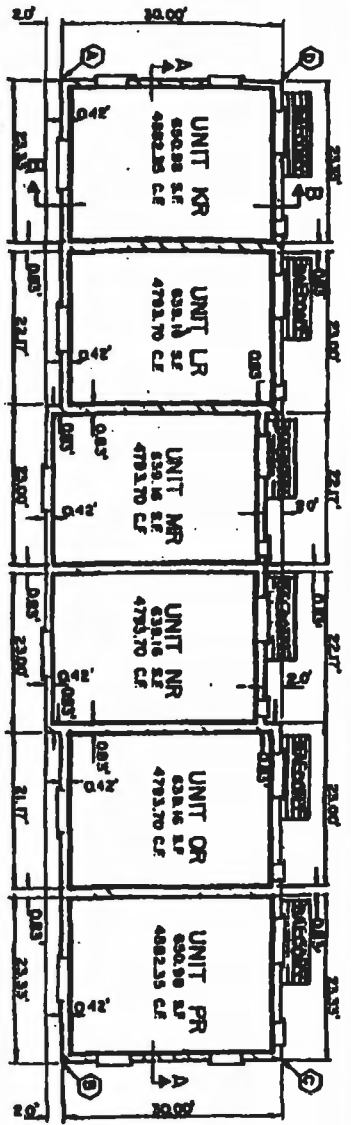
BUILDING NUMBER	COORDINATES	BUILDING BEARING POINT A TO B
9	NORTH (X) 2824.38 EAST (Y) 1151.94	S 00° 17' 40" E
33	NORTH (X) 2347.73 EAST (Y) 1785.66	N 00° 14' 19" E
34	NORTH (X) 2376.88 EAST (Y) 1882.58	S 00° 17' 09" W



DATE: 28, 1991

SCHULTZ ESTATES II

AGENT: SCHULTZ ESTATES II, INC. 10000 W. 10TH AVENUE, SUITE 100, DENVER, CO 80231



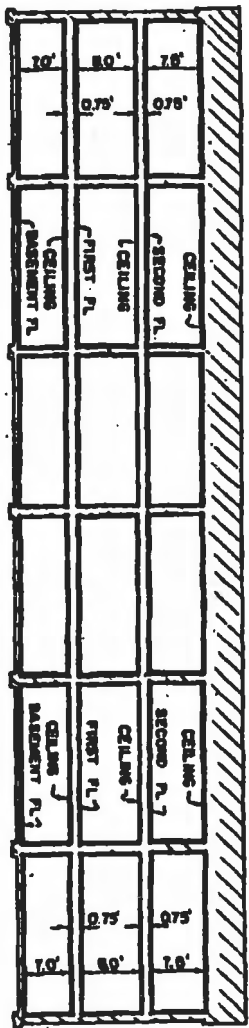
NOTE: ALL EXTERIOR BASEMENT WALLS ARE 0.85'
 NOTE: ALL EXTERIOR FIRST FLOOR WALLS ARE 0.75'
 UNLESS OTHERWISE NOTED.
 NOTE: ALL EXTERIOR SECOND FLOOR WALLS ARE 0.75'
 UNLESS OTHERWISE NOTED.
 NOTE: FOR APARTMENT NUMBERING AND FLOOR
 ELEVATIONS, SEE SHEET 9

**TYPICAL FLOOR PLANS
 BUILDINGS 2.**

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

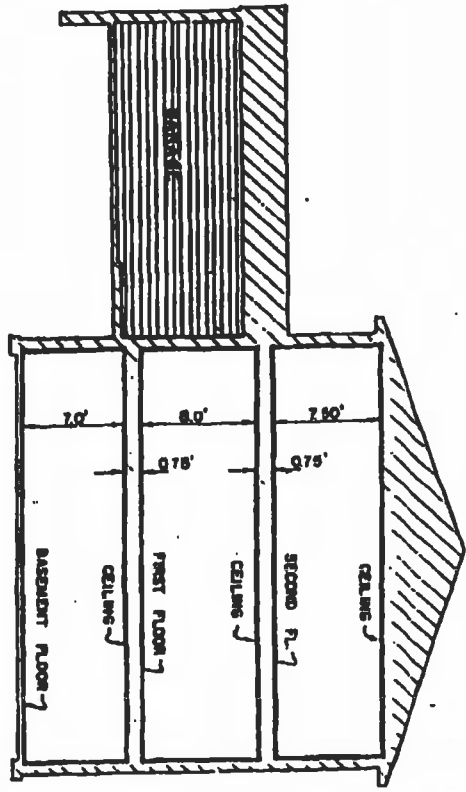


RS



SECTION A-A

SCALE: 1/4" = 1'-0"



SECTION B-B

SCALE: 1/4" = 1'-0"

LEGEND OF FIRST FLOOR ELEVATIONS ON THESE DATA.

UNIT NUMBER	FIRST FLOOR ELEVATION
2	602.50
32	602.80
47	603.40

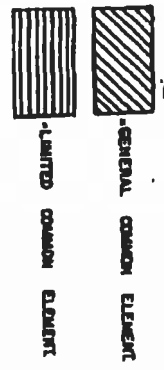
SCHEDULE OF APARTMENT NUMBERS

BUILDING NUMBER	APARTMENT NUMBERS											
	UNIT K	UNIT L	UNIT M	UNIT N	UNIT O	UNIT P	UNIT Q	UNIT R	UNIT S	UNIT T	UNIT U	UNIT V
2												
32	216	216	217	218	219	220						
47	205	205	207	208	209	200						

SCHEDULE OF BUILDING COORDINATES

BUILDING NUMBER (FOOT)	COORDINATES			BUILDINGS BOUNDING POINT A TO B
	BIRTH (3)	LAST (1)	RIGHT (4)	
2	2478.24	763.18	5.87°-46'57" W.	
32	2303.03	1730.21	5.38°-47'07" W.	
47	C	1778.60	2303.02	5.00°-21'00" E.

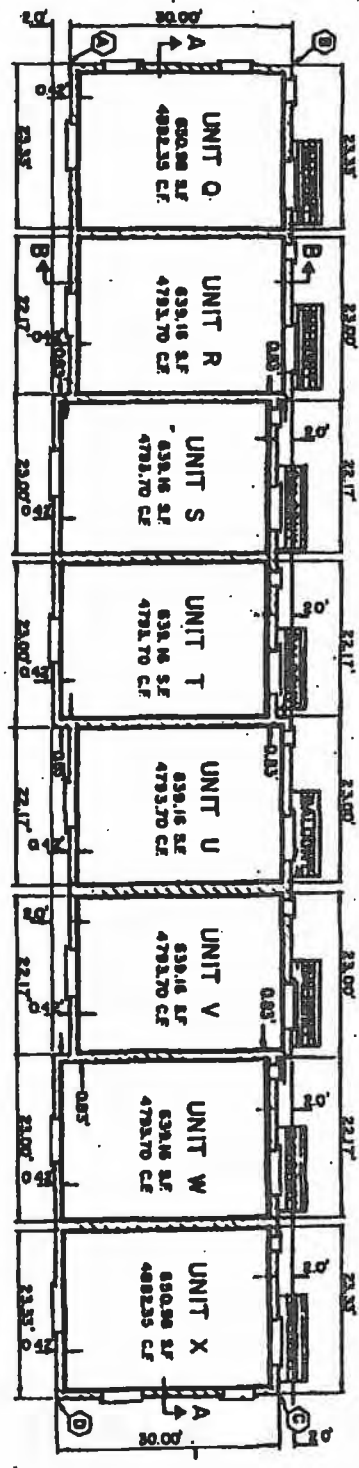
NOTE: FOR TYPICAL BUILDING FLOOR PLANS, APARTMENT SQUARE FOOT AND CUBIC FOOT, SEE SHEET 9 OR 31.



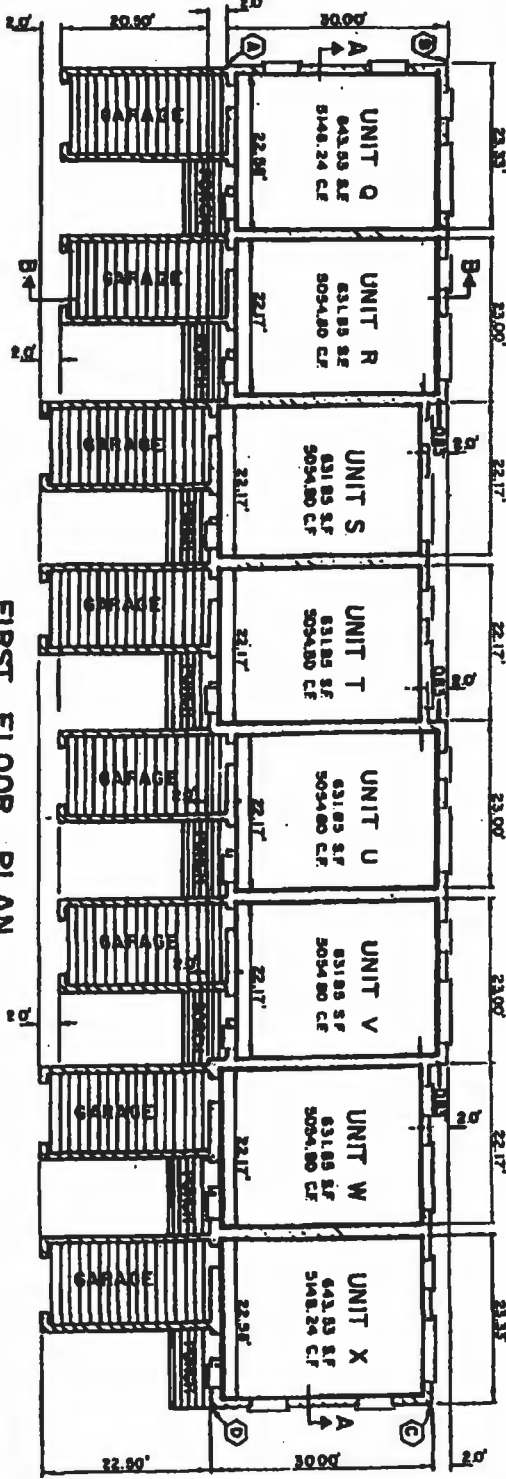
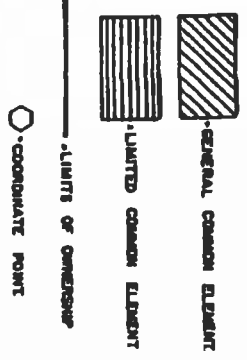
SCHULTZ ESTATES II



JANUARY 28, 1991



SECOND FLOOR PLAN



FIRST FLOOR PLAN

NOTE: ALL EXTERIOR AND EXTERIOR BASEMENT WALLS ARE 0.85'

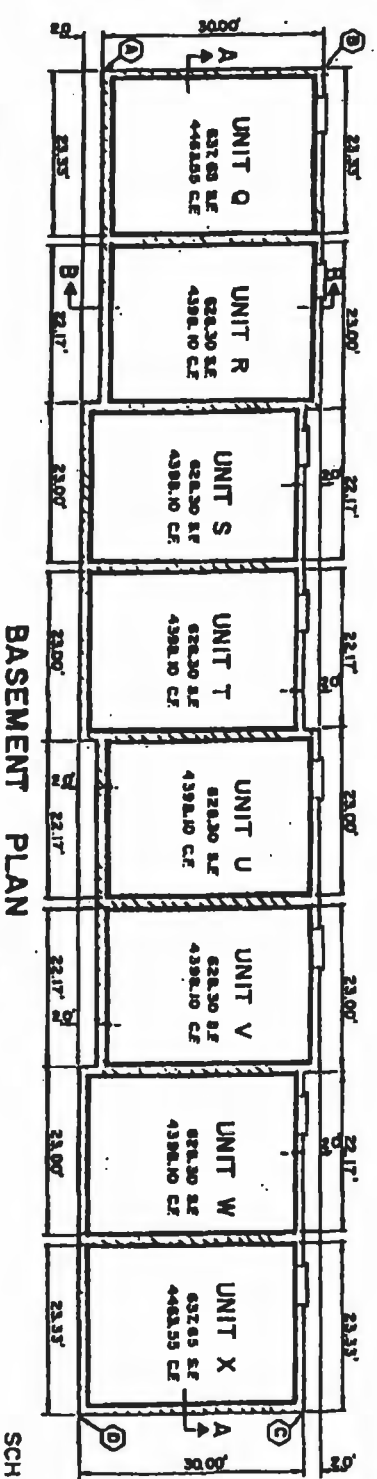
NOTE: ALL EXTERIOR FIRST FLOOR WALLS ARE 0.75' UNLESS OTHERWISE NOTED

NOTE: ALL INTERIOR FIRST FLOOR WALLS BETWEEN APARTMENTS ARE 0.85'

NOTE: ALL EXTERIOR SECOND FLOOR WALLS ARE 0.75' UNLESS OTHERWISE NOTED

NOTE: ALL INTERIOR SECOND FLOOR WALLS BETWEEN APARTMENTS ARE 0.85'

NOTE: FOR APARTMENT NUMBERS AND FLOOR ELEVATIONS SEE SHEET II.



BASEMENT PLAN

TYPICAL FLOOR PLAN
BUILDING 3.

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

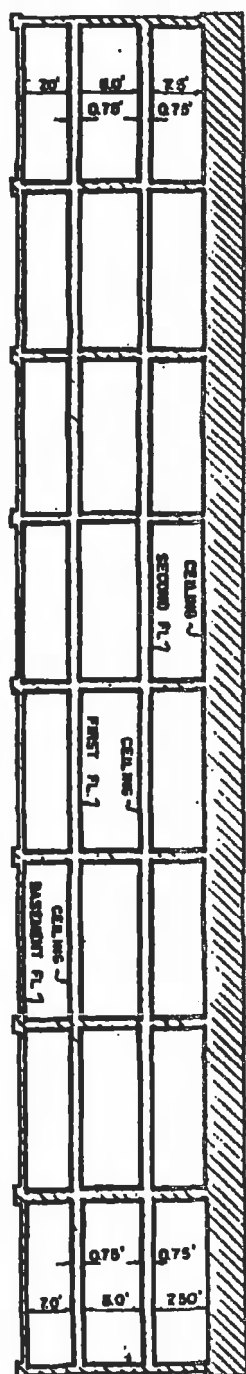
R.H. H.



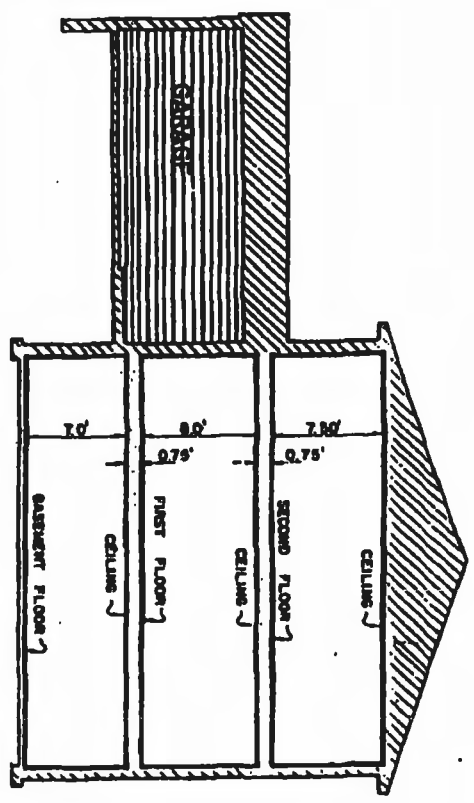
JANUARY 29, 1991

SCHULTZ ESTATES II




ROBERT SCHULTZ, ARCHITECT
2100 W. 10TH AVENUE, SUITE 100
DENVER, COLORADO 80202
(303) 442-1111



SECTION A - A
SCALE: 1/8" = 1'-0"



SECTION B - B
SCALE: 1/8" = 1'-0"

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

SCHEDULE OF APARTMENT NUMBERS

BUILDING NUMBER	UNIT	APARTMENT NUMBER	UNIT	APARTMENT NUMBER	UNIT	APARTMENT NUMBER	UNIT	APARTMENT NUMBER	UNIT	APARTMENT NUMBER	UNIT	APARTMENT NUMBER	UNIT	APARTMENT NUMBER	UNIT	APARTMENT NUMBER	UNIT	APARTMENT NUMBER
3	13	14	15	16	17	18	19	20	OR	AR	SR	TR	UR	VR	WR	XR		

SCHEDULE OF BUILDING COORDINATES

BUILDING CORNER NUMBER	COORDINATE	BUILDING CORNER POINT A TO B
3	C 2481.94	939.92
		1480.5702" ±

LEGEND OF FIRST FLOOR ELEVATIONS ON DESS DATA

BUILDING NUMBER	FIRST FLOOR ELEVATION
3	602.30

NOTE FOR TYPESA BUILDING FLOOR PLANS, APARTMENT SQUARE FOOT AND CUBIC FOOT SEE SHEET 10.

SCHULTZ ESTATES II

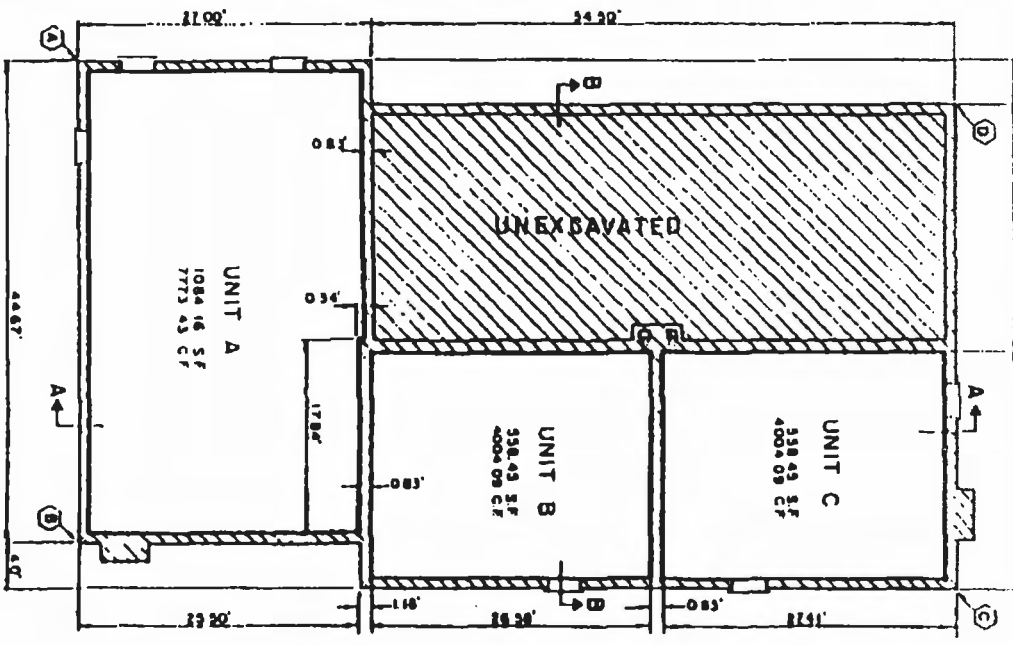
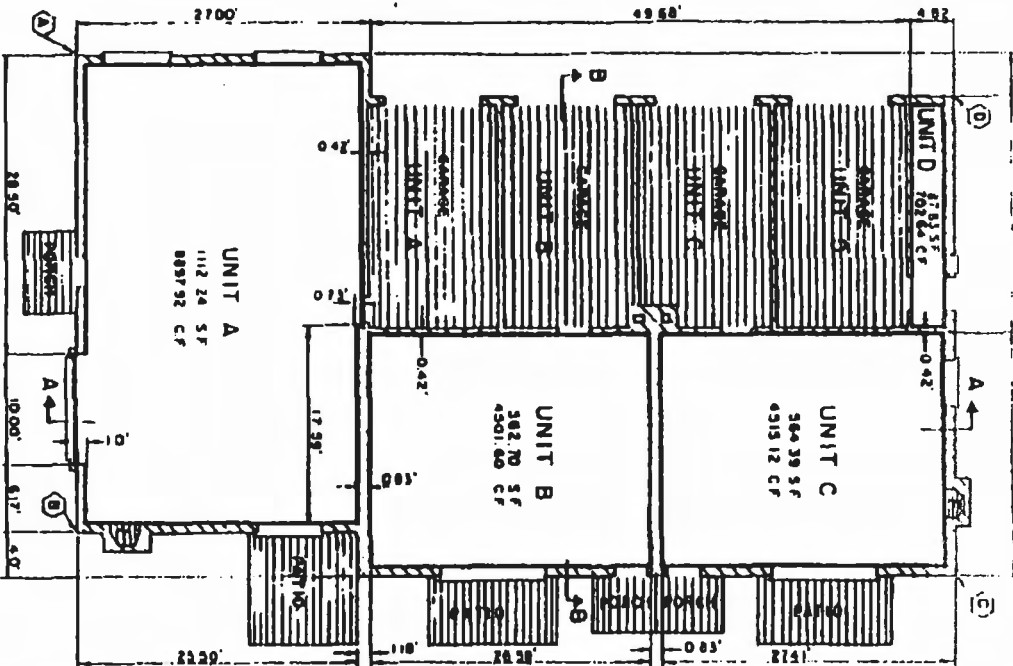
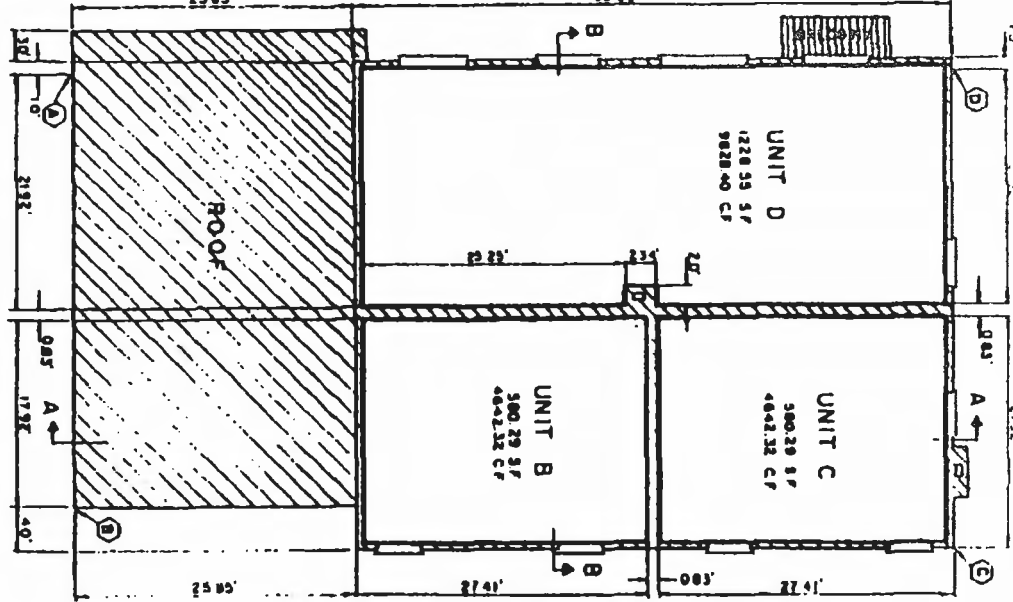
JANUARY 28, 1981

PR 5L



REGISTERED SURVEYOR
STATE OF CALIFORNIA
NO. 11111
1981-1982

SHEET



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

5-PINE COMBUSTION CHIMNEY.
 NOTE: ALL EXTERIOR BASEMENT WALLS ARE 0.81'.
 NOTE: ALL EXTERIOR FIRST FLOOR WALLS ARE 0.75'.
 NOTE: ALL EXTERIOR SECOND FLOOR WALLS ARE 0.62'.
 NOTE: FOR APARTMENT NUMBERING AND FLOOR ELEVATION, SEE SHEET 14.
 PORCH - 40 SQ. FT.
 PATIO - 72 SQ. FT.

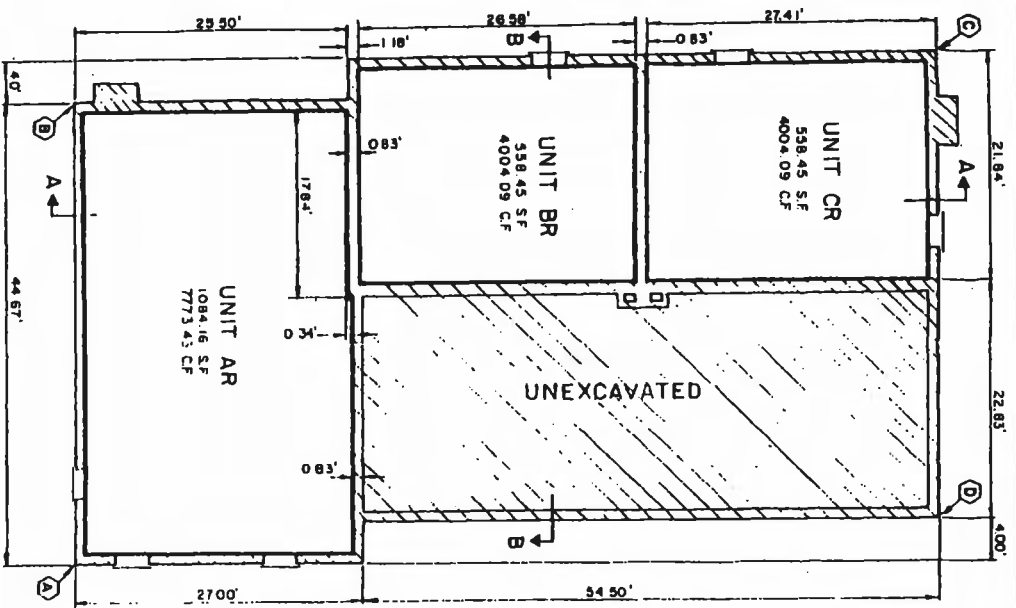
TYPICAL FLOOR PLANS
 BUILDINGS 5, 6, 7, 10, 17, 35
 37, 50, 53.
 SCALE: 1/8" = 1'-0"

SCHULTZ ESTATES II

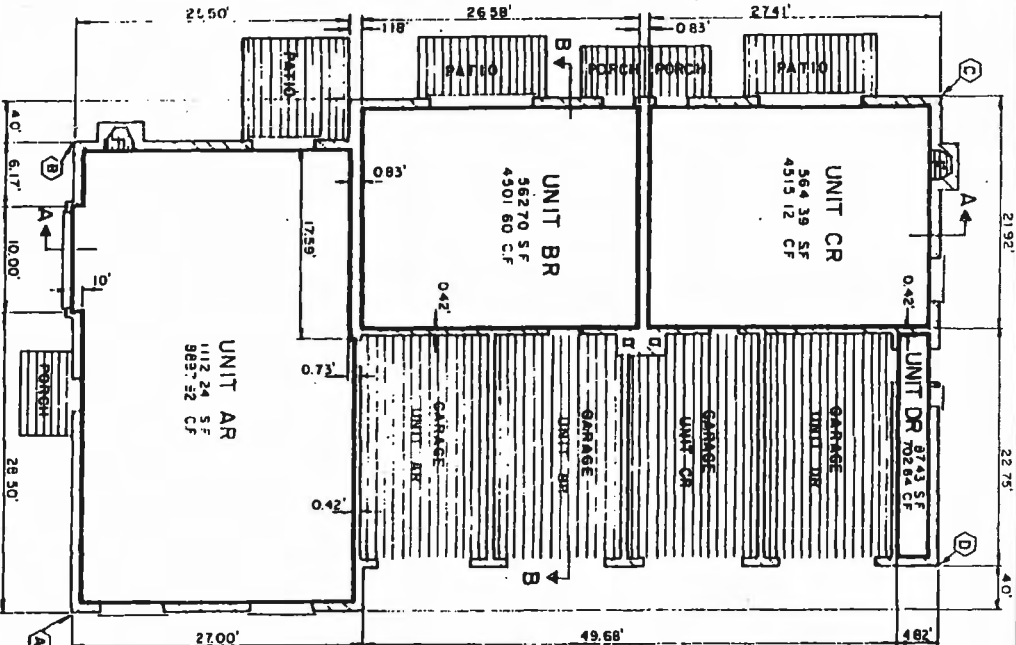
APPROVED
 MARCH 26, 1993

REGISTERED PROFESSIONAL ARCHITECT
 1700 N. 45TH AVENUE, SUITE 100
 DENVER, COLORADO 80202

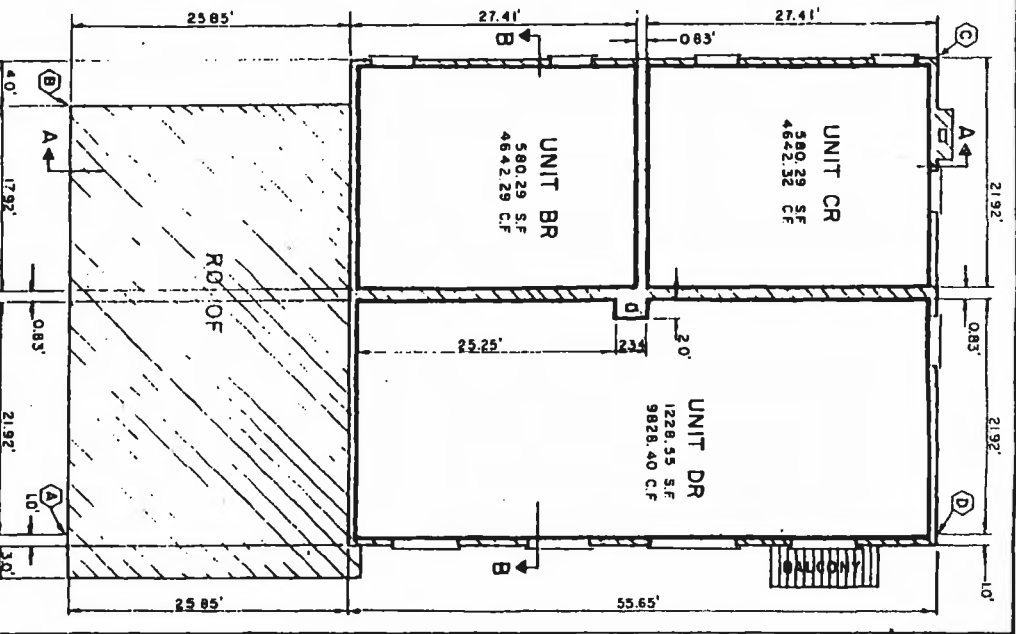




BASEMENT PLAN



FIRST FLOOR PLAN



SECOND FLOOR PLAN



○ - COORDINATE POINT
 - LIMITS OF OWNERSHIP

F - FIRE COMBUSTION CHAMBER
 NOTE: ALL EXTERIOR BASEMENT WALLS ARE 0.83'
 NOTE: ALL EXTERIOR FIRST FLOOR WALLS ARE 0.75'
 NOTE: ALL EXTERIOR SECOND FLOOR WALLS ARE 0.42'
 NOTE: FOR APARTMENT NUMBERING AND FLOOR ELEVATION, SEE SHEET 14

PORCH - 40 SQ.FT.
 PATIO - 72 SQ.FT.

**BUILDINGS 8, 12, 13, 14, 15, 16,
 36, 38, 42, 51, 52.**

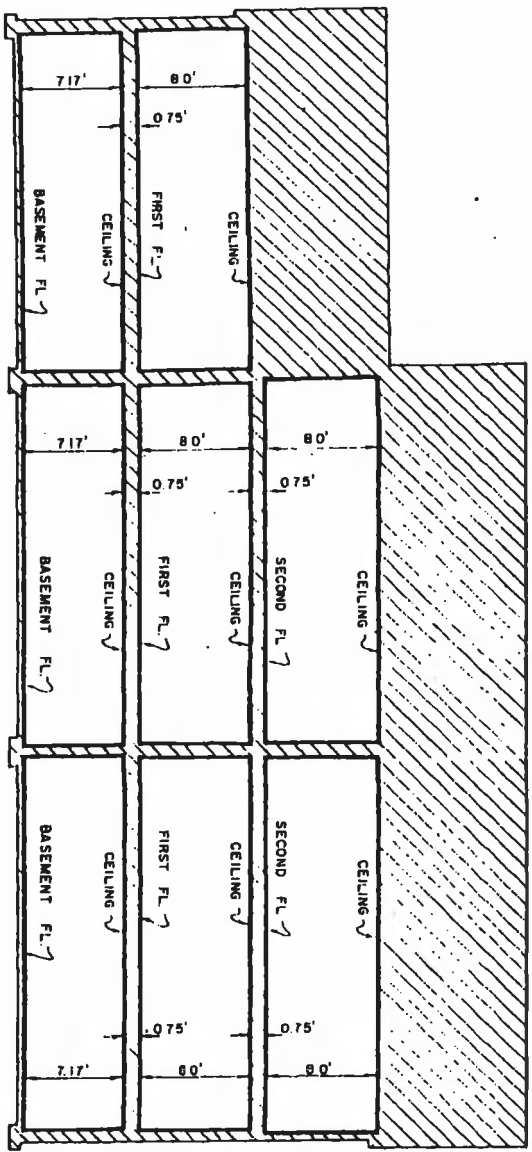
AMENDED
 MARCH 28, 1993

SCHULTZ ESTATES II
 SCALE - 3/8" = 1'-0"

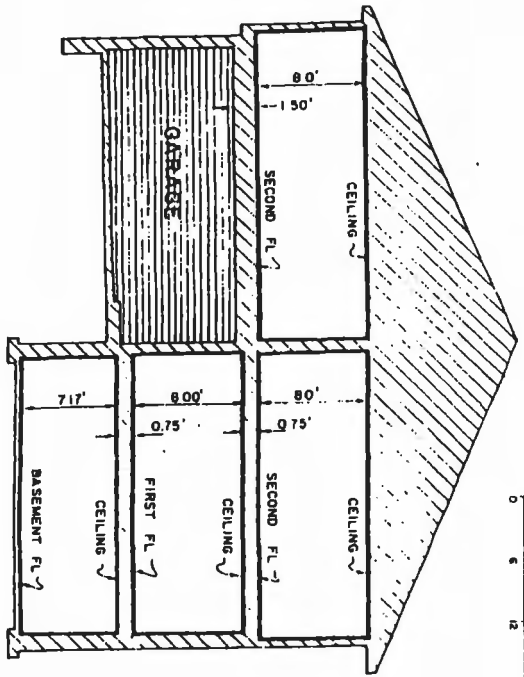
ROBERT SHAWAY
 REGISTERED LAND SURVEYOR
 MT. CLEMENS, MICHIGAN
 48043-468-6113



SME



SECTION A-A
SCALE: 3/16" = 1'-0"



SECTION B-B
SCALE: 3/16" = 1'-0"

SCHEDULE OF APARTMENT NUMBERS

BUILDING NUMBER	APARTMENT NUMBER			
	UNIT A	UNIT B	UNIT C	UNIT D
5	27	28	29	30
6	31	32	33	34
7	35	36	37	38
8	49	50	51	52
10				
12				
13				
14				
15				
16				
17				
35				
36				
37				
38				
42				
50				
51				
52				
53				

SCHEDULE OF BUILDING COORDINATES

BUILDING NUMBER	COORD. POINT	COORDINATES		BUILDING BEARING A TO B
		EAST (X)	NORTH (Y)	
5	D	2566.81	1214.54	S 30° 49' 06" E
6	D	2691.28	1308.33	S 70° 16' 02" E
7	D	2814.54	1359.57	S 80° 58' 44" E
8	C	2820.49	1221.58	N 75° 18' 36" W
10	C	2941.99	1313.59	N 00° 06' 45" E
12	C	3038.59	1308.89	S 00° 06' 45" W
13	C	3028.52	1183.98	S 00° 06' 45" W
14	C	3101.17	1056.13	N 52° 11' 0" E
15	C	3246.33	1087.42	N 42° 02' 00" W
16	C	3276.47	1159.47	N 00° 06' 45" E
17	C	3236.78	1314.39	N 56° 20' 45" E
35	A	2320.22	2364.09	S 84° 39' 40" W
36	A	2325.59	2507.12	N 84° 39' 40" E
37	A	2333.14	2605.18	N 89° 44' 50" W
38	A	2338.49	2795.18	S 89° 44' 50" E
42	A	1980.75	2927.78	S 70° 00' 00" E
50	C	2120.56	2351.62	N 08° 45' 30" W
51	B	2116.61	2515.77	N 23° 07' 00" W
52	A	2137.99	2642.62	N 64° 53' 00" W
53	A	1990.75	2586.54	S 25° 07' 00" E

LEGEND OF FIRST FLOOR ELEVATIONS ON U.S.G.S DATA

BUILDING NUMBER	FIRST FLOOR ELEVATION
5	602.25
6	602.30
7	602.30
8	602.40
10	602.50
12	602.70
13	602.90
14	603.00
15	603.20
16	603.50
17	603.80
35	603.80
36	603.50
37	603.30
38	603.30
42	603.30
50	603.50
51	603.50
52	603.70
53	603.50

NOTE: FOR TYPICAL BUILDING FLOOR PLANS, APARTMENT SQUARE FOOT AND CUBIC FOOT, SEE SHEET 12 OR 13.

= GENERAL COMMON ELEMENT
 = LIMITED COMMON ELEMENT
 = LIMITS OF OWNERSHIP

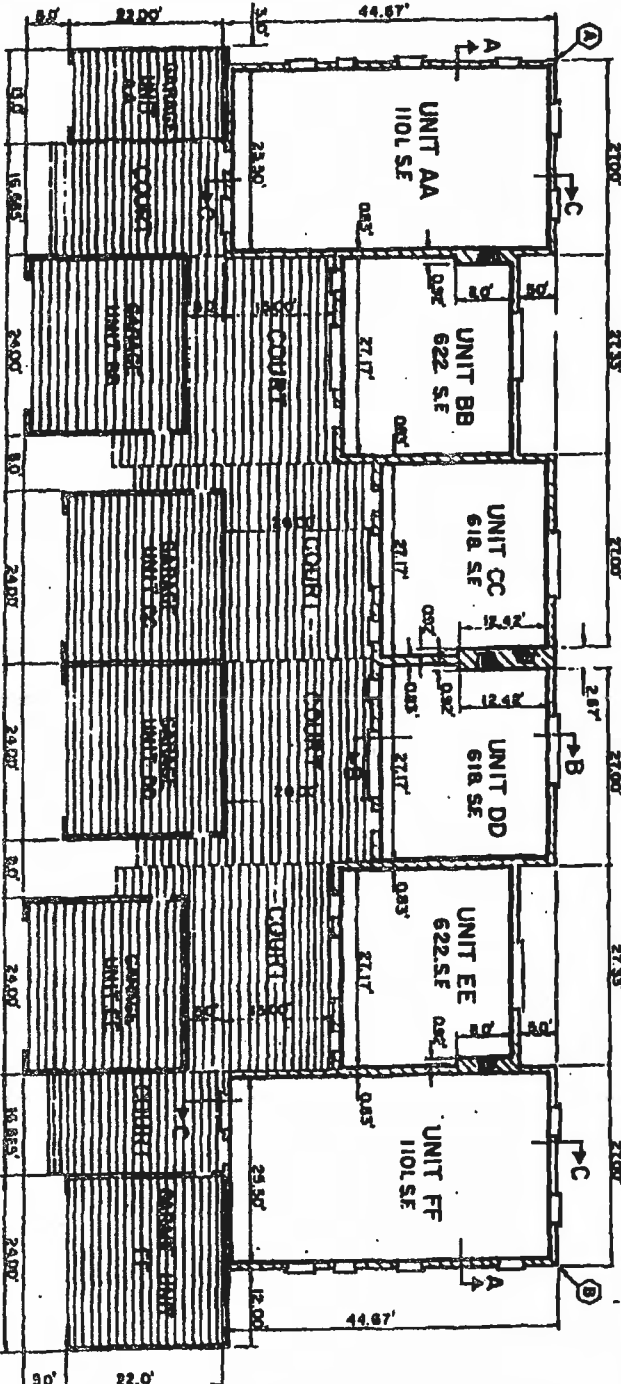
AMENDED MARCH 26, 1993

SCHULTZ ESTATES II

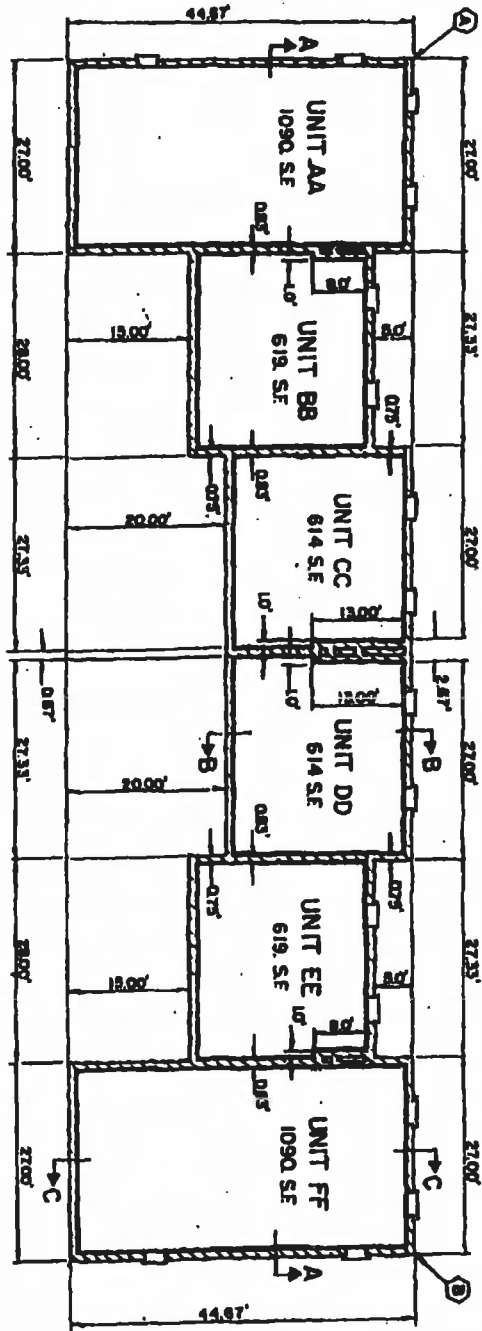
ROBERT SCHMIDT, ARCHITECT
 4801 J STREET, N.W.
 WASHINGTON, D.C. 20007
 PHONE: 492-4400



FIRST FLOOR PLAN



BASEMENT FLOOR PLAN



SCHULTZ ESTATES II

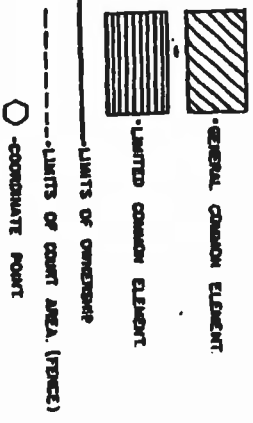
TYPICAL FLOOR PLAN
BUILDING 11
SCALE: 1/8" = 1'-0"



January 28, 1981

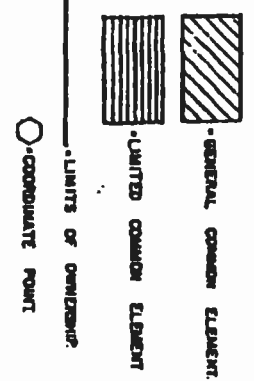
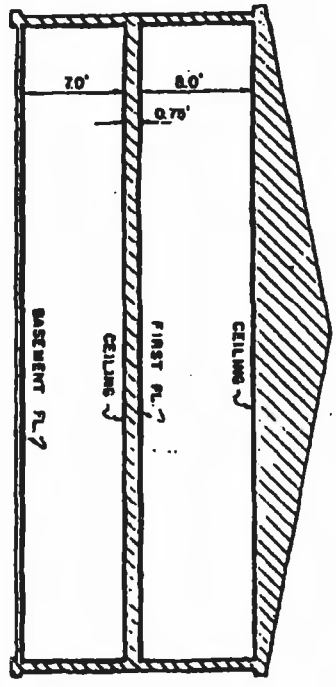
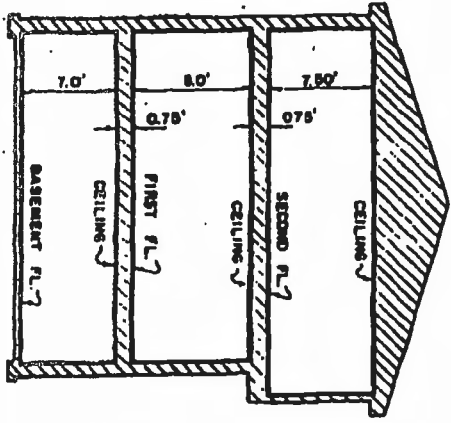
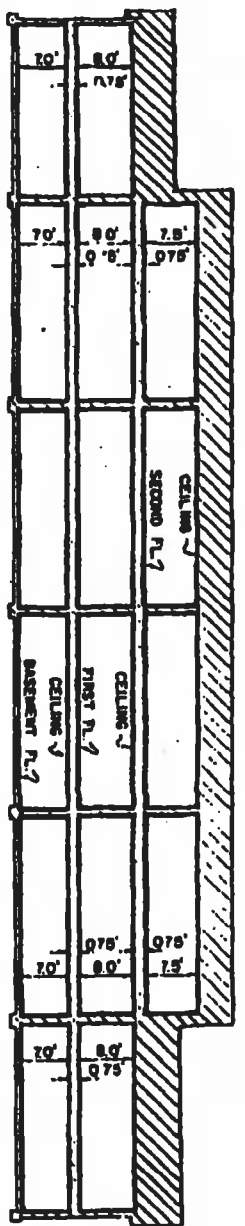
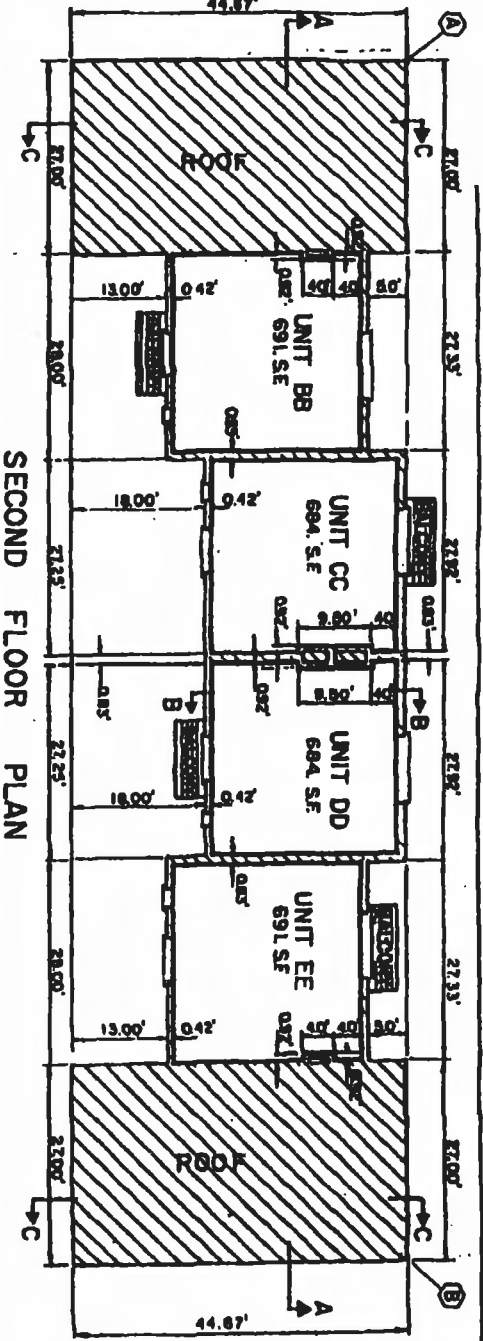
RESIDENT: BRANITZKY
GENERAL CONTRACTOR: LINC COMMERCIAL
17741 17th Avenue, Broomfield, CO 80020
Phone: 438-4111

- NOTE - ALL EXTERIOR FIRST FLOOR WALLS ARE 0.75' WALLS ARE 0.42'
- NOTE - ALL EXTERIOR AND INTERIOR GARAGE WALLS ARE 0.42'
- NOTE - FOR SECOND FLOOR PLAN SEE SHEET 16.
- NOTE - FOR APARTMENT NUMBERING AND FLOOR ELEVATIONS SEE SHEET 16.
- NOTE - FOR CROSS SECTION OF BUILDING SEE SHEET 16.
- NOTE - FOR BUILDING BEARINGS AND COORDINATES, SEE SHEET 16.
- NOTE - OWNERSHIP LINES ARE 80% TO EACH OTHER.



NOTE - ALL EXTENSION BASEMENT WALLS ARE 0.42' UNLESS OTHERWISE NOTED.

F - FIRE CONSTRUCTION CHAMBER.



NOTE: ALL EXTENSION SECOND FLOOR WALLS ARE 0.75" UNLESS OTHERWISE NOTED.
NOTE: FOR TYPICAL FIRST AND SECOND FLOOR PLANS APARTMENT SQ. FT. AND CASE F.L. SEE SHEET 1A.
NOTE: OWNERSHIP LINES ARE 90° TO EACH OTHER.

SCHEDULE OF APARTMENT NUMBERS

BUILDING NUMBER	UNIT A.A.	UNIT B.B.	UNIT C.C.	UNIT D.D.	UNIT E.E.	UNIT F.F.
11	93	94	95	96	97	98

SCHEDULE OF BUILDING COORDINATES

BUILDING NUMBER	COORDINATES	BUILDING POINT A TO B
11	NORTH (N2) EAST (E1)	8.59° 53' 15" E

LEGEND OF FIRST FLOOR ELEVATIONS ON U.S.A.S. DATA

BUILDING NUMBER	FIRST FLOOR ELEVATION
11	601.20

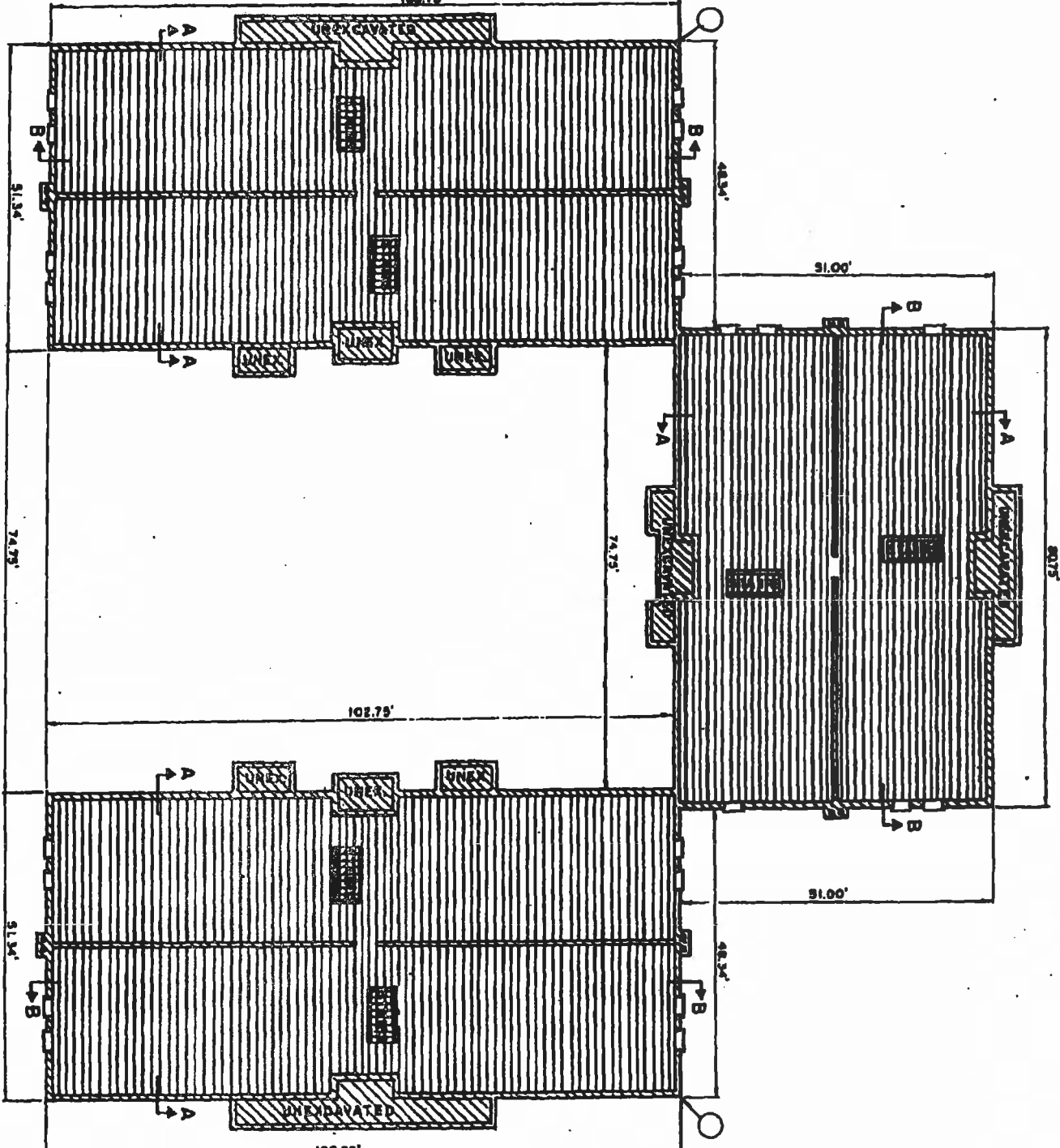
BUILDINGS 11.

SCHULTZ ESTATES II



JANUARY 28, 1981

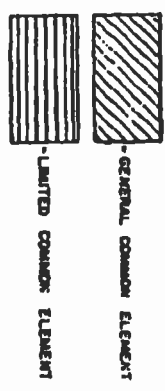
ROBERT SCHULTZ
REGISTERED LAND SURVEYOR
STATE OF CALIFORNIA
NO. 10000
OFFICE: 484-1111



NOTE: COORDINATE POINT B BUILDING 21:
 X: 3947.17 Y: 14077.79
 BUILDING 21 BUILDING BEARING
 COORDINATE POINT A TO B = NORTH

NOTE: COORDINATE POINT A BUILDING 23:
 X: 3782.17 Y: 15982.05
 BUILDING 23 BUILDING BEARING
 COORDINATE POINT A TO B = S. 00° 15' 10" W

NOTE: COORDINATE POINT A BUILDING 31:
 X: 2387.65 Y: 15982.72
 BUILDING 31 BUILDING BEARING
 COORDINATE POINT A TO B = S. 00° 15' 10" W



NOTE: ALL EXTERIOR BASEMENT WALLS ARE 100"

BASEMENT PLAN
BUILDING 21, 23, 31.

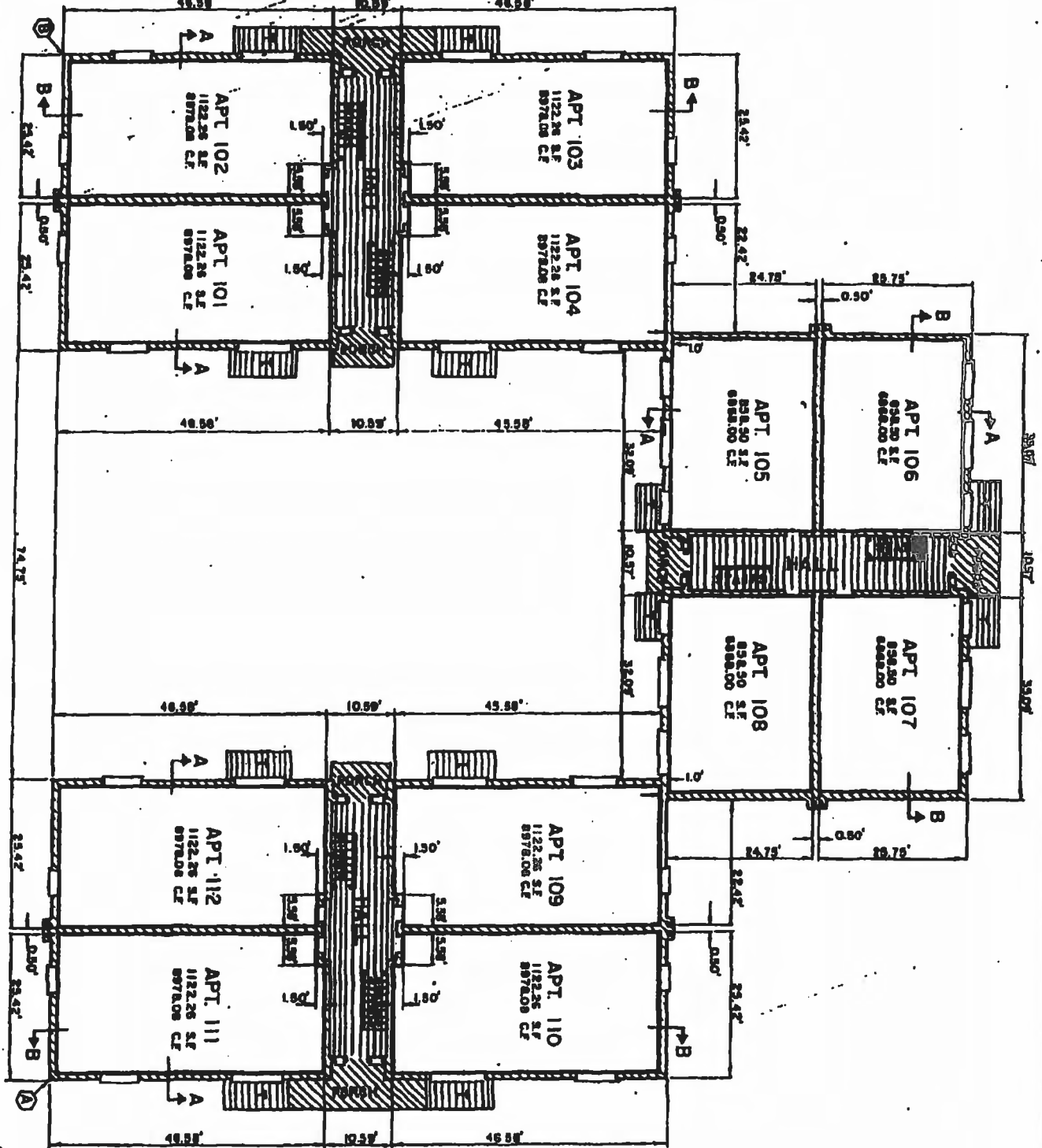
Ruff



JANUARY 28, 1991

SCHULTZ ESTATES III





PROJECT: 30000178
 ADDRESS: 10000 10000
 CITY: 48200
 STATE: MI
 PHONE: (313) 480-4117



**FIRST FLOOR PLAN
BUILDING 21**



Robert Schultze

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

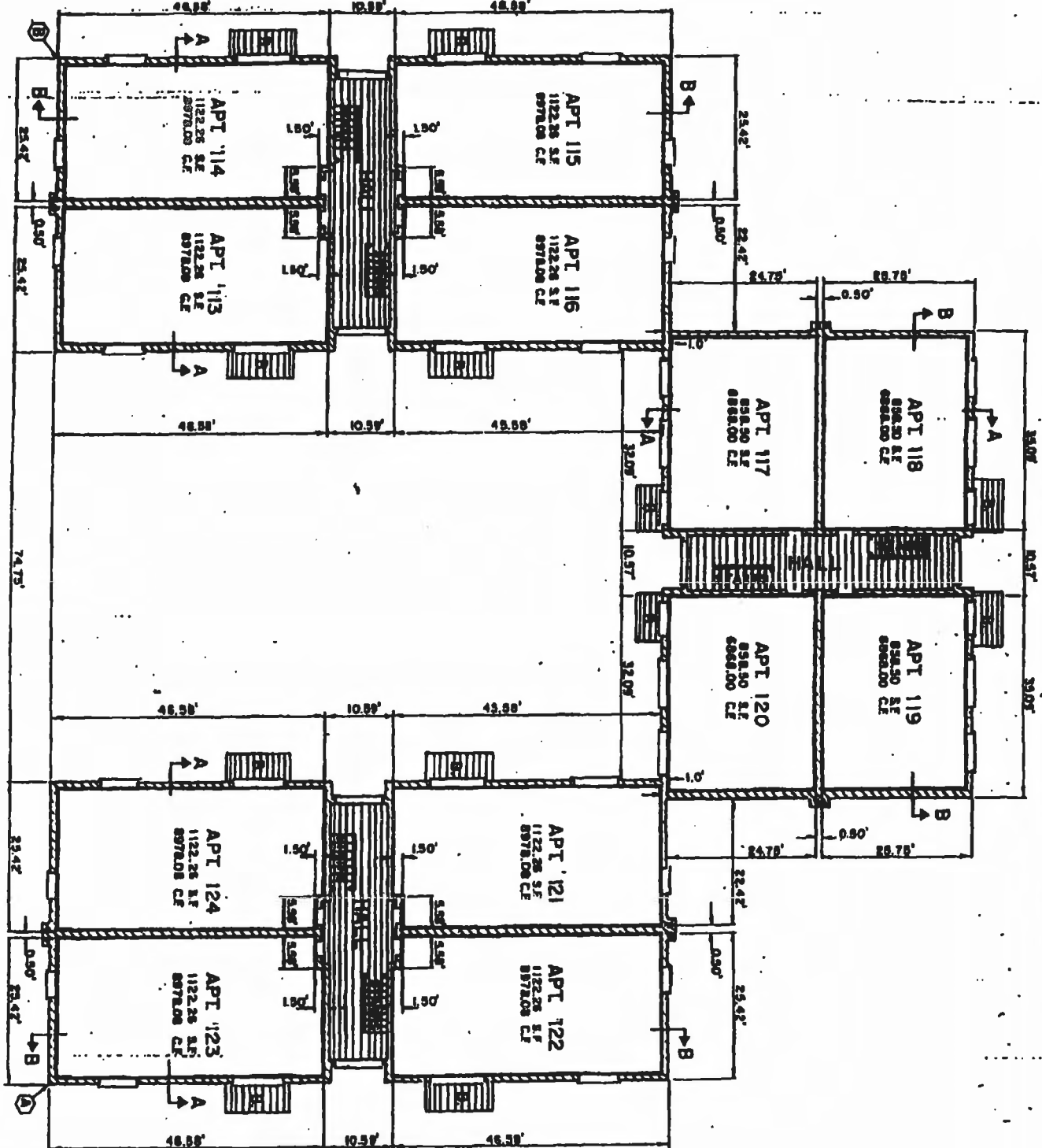
NOTE - ALL EXTERIOR WALLS ARE 0.75'
T-TERRACE, LIMITED COMMON ELEMENT

NOTE - COORDINATE POINT B = 2-38-4217 7'-10 1/2"-79
BUILDING BEARING COORDINATE POINT A TO B = NORTH.

SCHULTZ ESTATES II
SCALE: 1/8" = 1'-0"





JANUARY 28, 1981

ROBERT SCHULTZE,
REGISTERED LAND SURVEYOR
15704 KELLY BLVD.
SAN DIEGO, CALIFORNIA
92128
PHONE: 455-8115



**SECOND FLOOR PLAN
BUILDING 21**



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

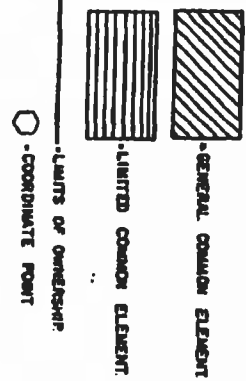
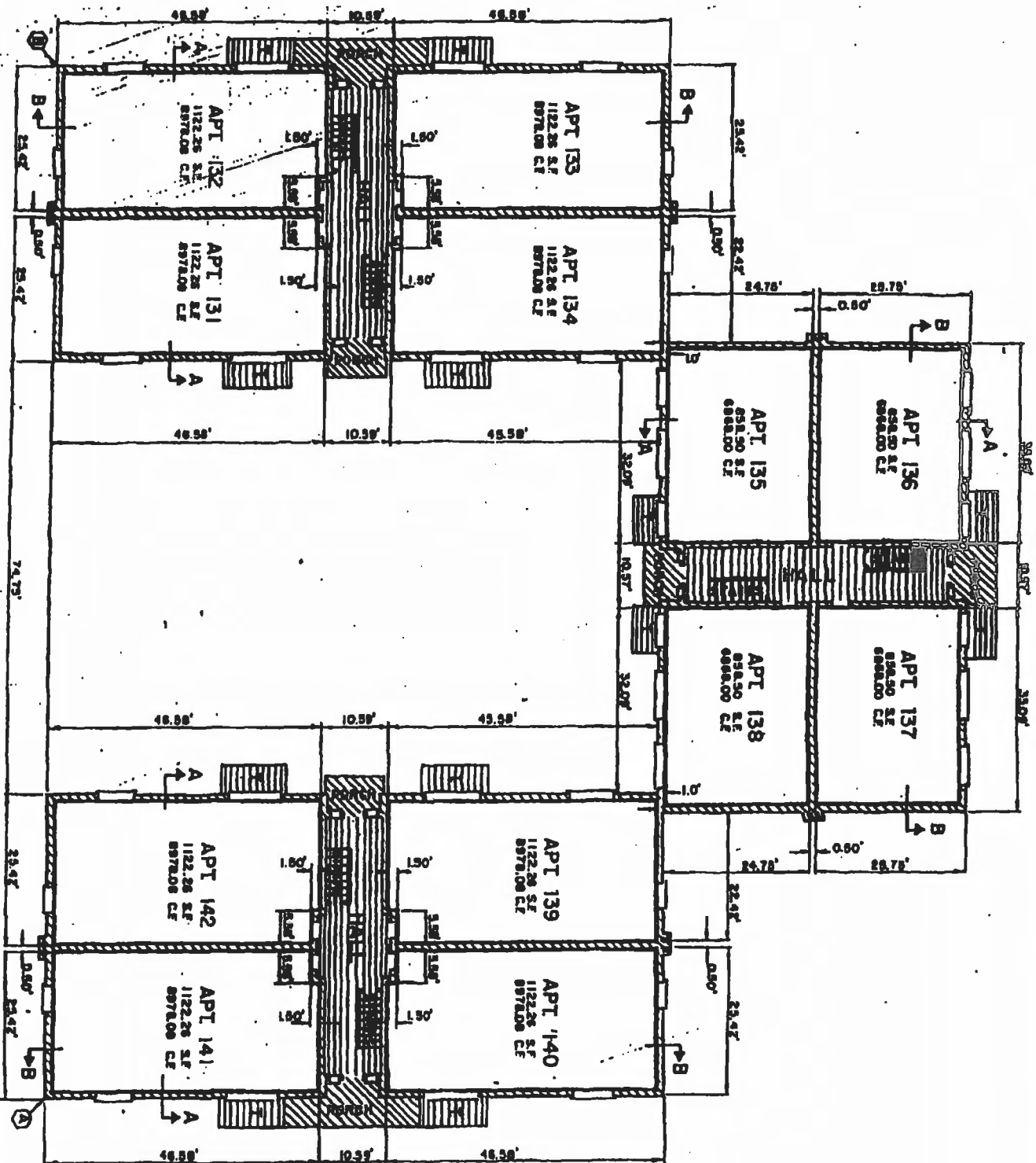
NOTE - ALL EXTERIOR WALLS ARE 0.75"
B-BALCONY, LIMITED COMMON ELEMENT

NOTE - COORDINATE POINT B = 3'-3 1/2" (17") TO 07/7.79"
BUILDING BEARING COORDINATE POINT A TO B - NORTH

SCHULTZ ESTATES II
SCALE: 1/8" = 1'-0"

JANUARY 28, 1988

REGISTERED ARCHITECT
SCHULTZ ESTATES II
4500 J. EDGAR HOOVER BLVD.
FARMINGTON, CONNECTICUT 06031
TEL: 860-646-0113



NOTE - ALL EXTERIOR WALLS ARE 0.75'
 T. TERRACE, LIMITED COMMON ELEMENT

NOTE - COORDINATE POINT A = 2'-37 1/2" J' 7'-15 1/2" OS
 BUILDING SEAMING COORDINATE POINT A TO B =
 8.00' 15' 10" W.

FIRST FLOOR PLAN
 BUILDING 23

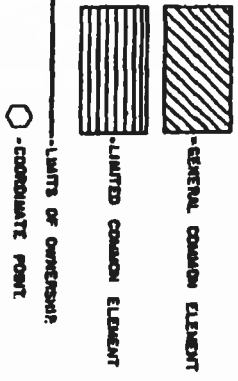
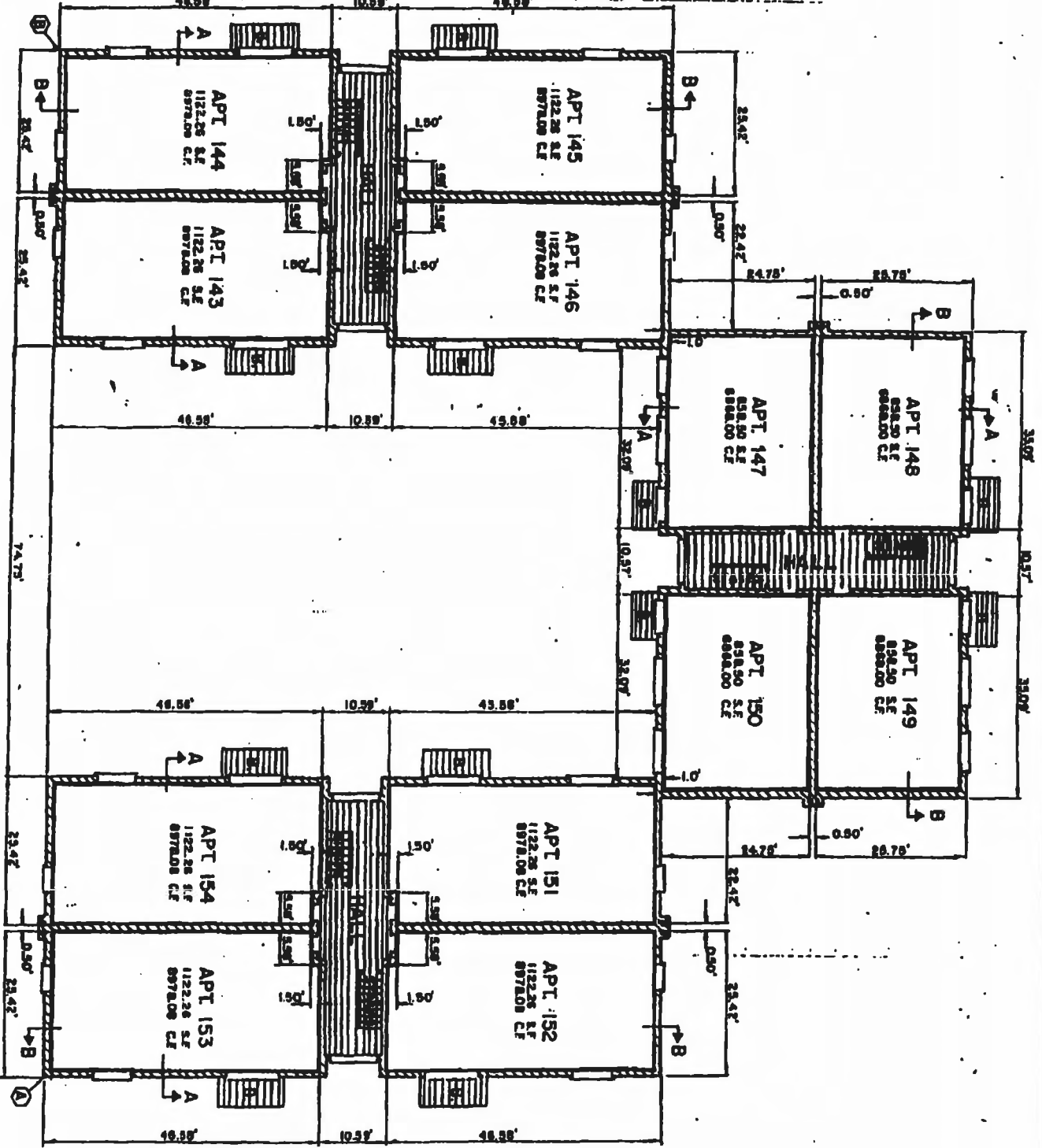


Handwritten signature

JANUARY 28, 1931

SCHULTZ ESTATES II
 SCALE: 1/8" = 1'-0"

REGISTERED ARCHITECT
 315 WEST LANSING AVENUE
 DETROIT, MICHIGAN
 48226
 PHONE: 688-8415



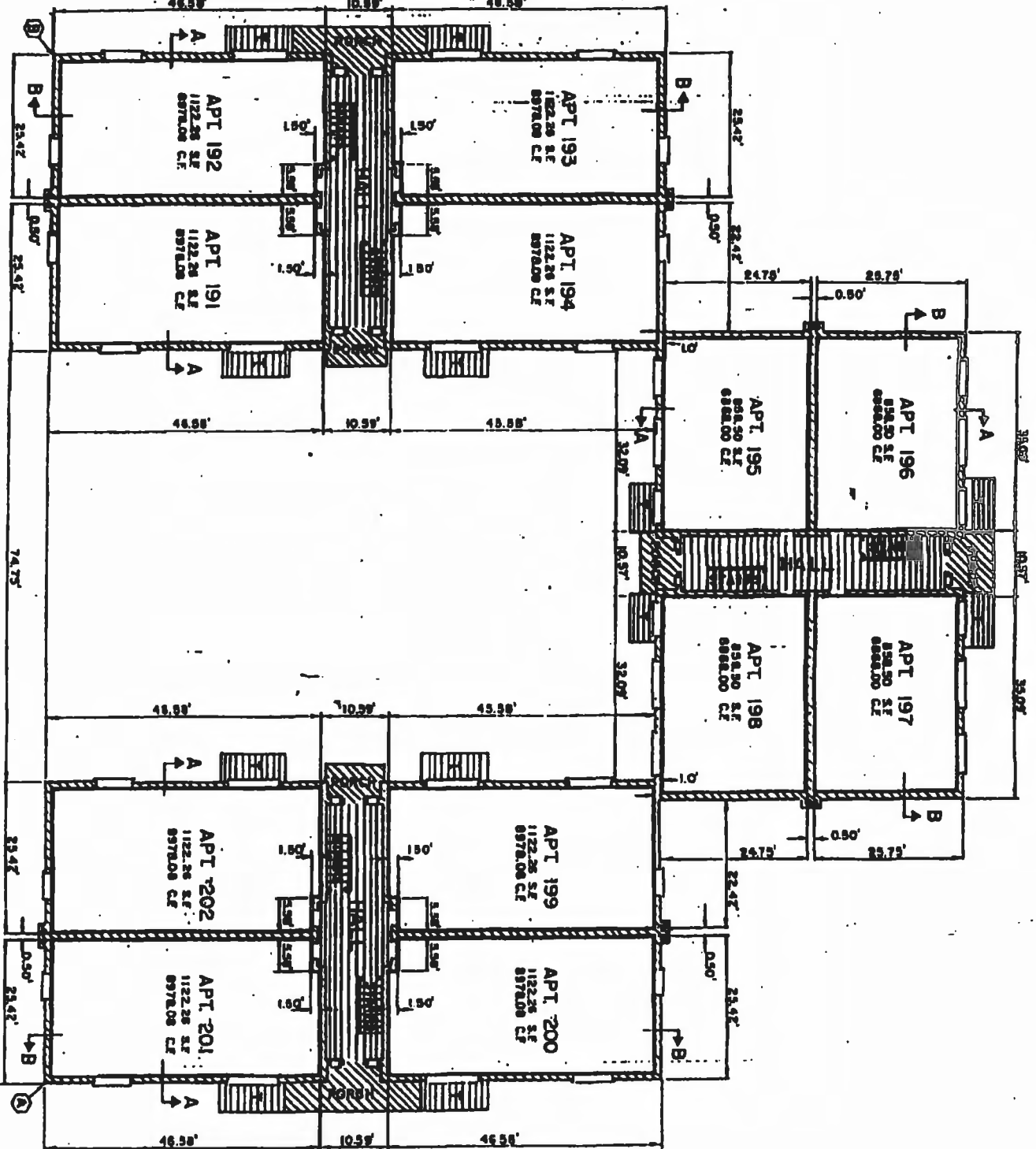
NOTE: ALL EXTERIOR WALLS ARE 0.75" B. BALCONY, LIMITED COMMON ELEMENT.
 NOTE: COORDINATE POINT A IS 2" STREET V. 1598.05 BUILDING BEARING COORDINATE POINT A TO B IS 2.00" 15' 00" W.

**SECOND FLOOR PLAN
 BUILDING 23**

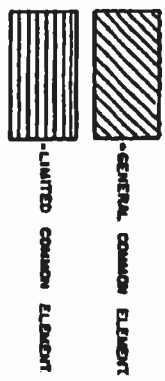


JANUARY 29, 1991

SCHULTZ ESTATES II
 SCALE: 1/8" = 1'-0"



**FIRST FLOOR PLAN
BUILDING 31**



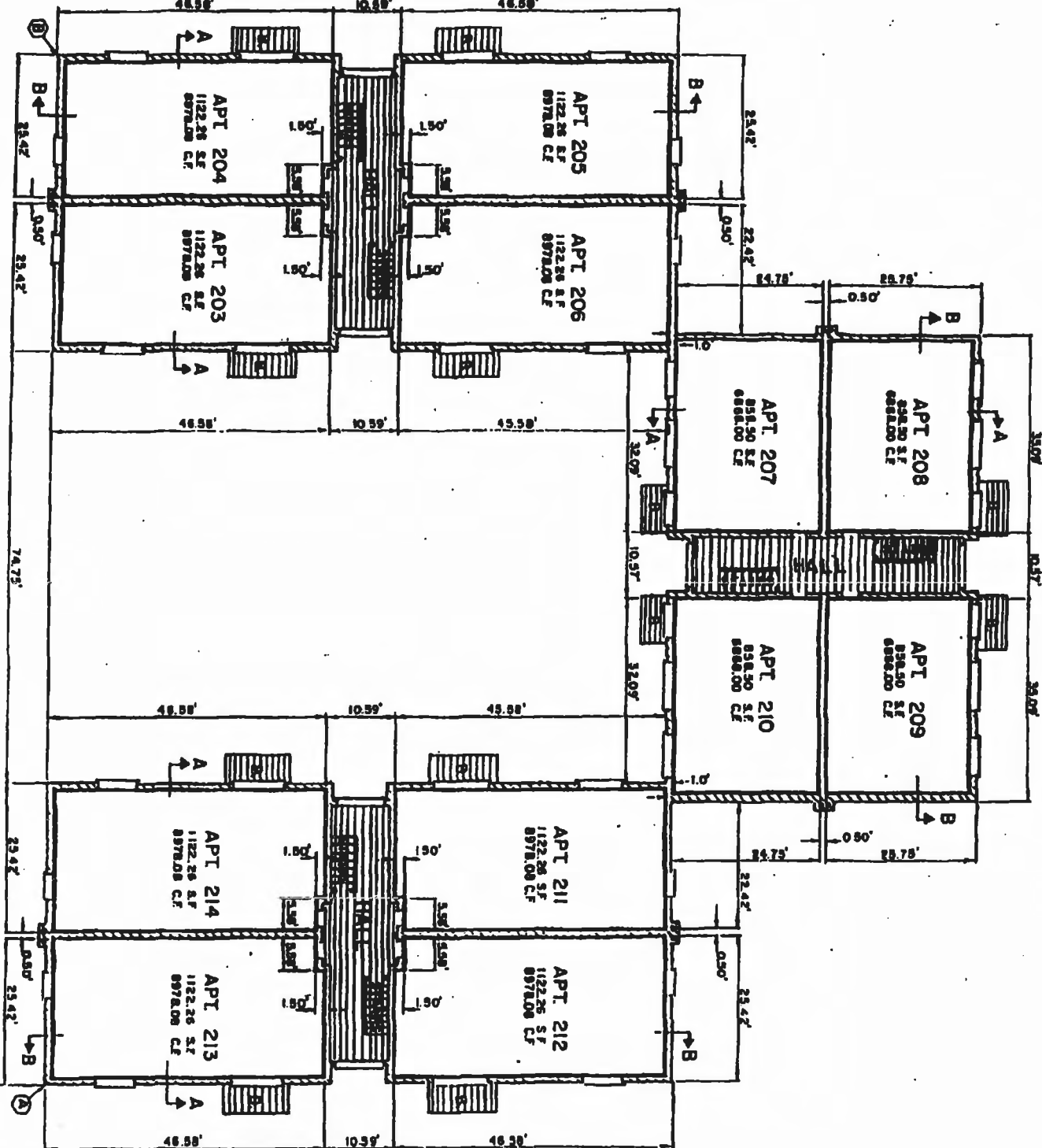
NOTE: ALL EXTERIOR WALLS ARE 0.75'
7" TERRACE, LIMITED COMMON ELEMENT

NOTE: COORDINATE POINT A-E-39185 V-182872
BUILDING BEARING COORDINATE POINT A TO E.
200' IS 10" W

SCHULTZ ESTATES II
SCALE: 1/8" = 1'-0"

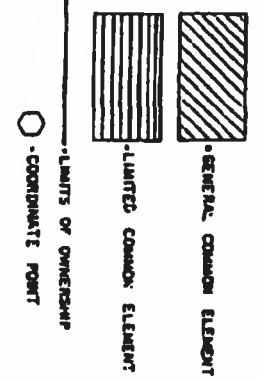


 R. J. SCHULTZ
 REGISTERED PROFESSIONAL ENGINEER
 STATE OF CALIFORNIA
 LICENSE NO. 12345
 JANUARY 29, 1991



**SECOND FLOOR PLAN
BUILDING 31**

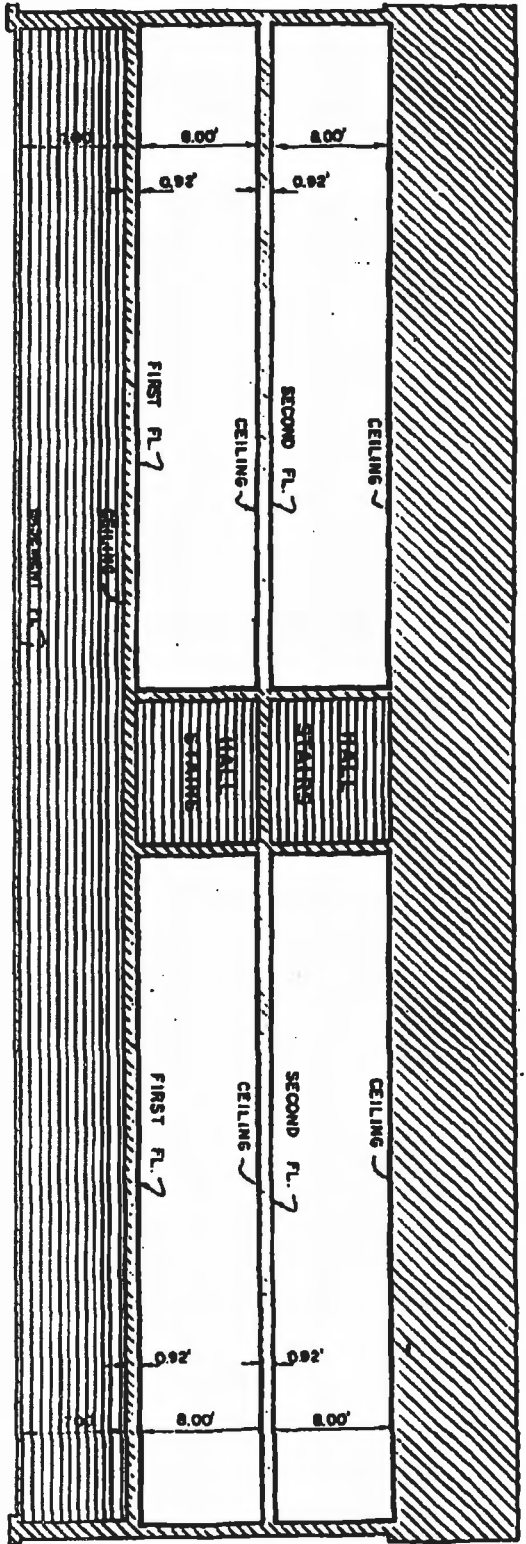
NOTE - ALL EXTERIOR WALLS ARE 0.75"
B - BALCONY, LIMITED COMMON ELEMENT
NOTE - COORDINATE POINT A - X = 2301.85 Y = 1588.72
BUILDING MEASURING COORDINATE POINT A TO B =
500°15'00"W



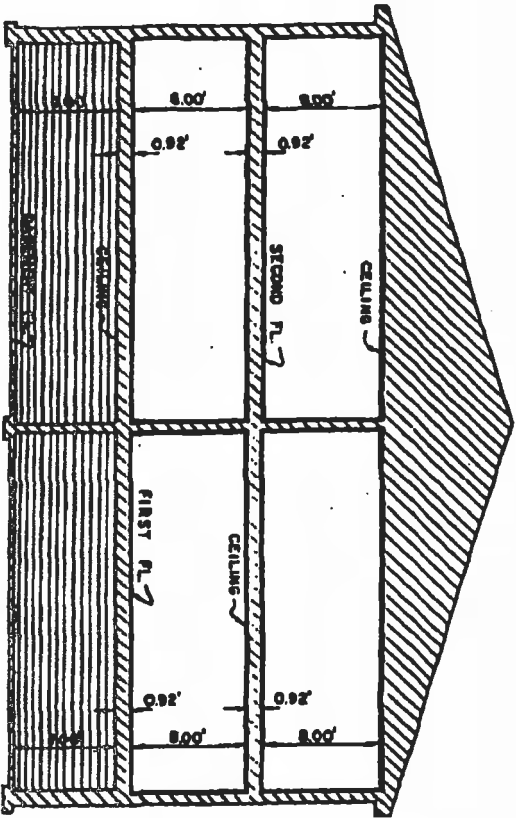
SCHULTZ ESTATES II
SCALE: 1/8" = 1'-0"
JANUARY 28, 1991



ROBERT D. SCHULZE
REGISTERED LAND SURVEYOR
STATE OF FLORIDA, LICENSE NO. 12544
3000 N.W. 11th St., Ft. Lauderdale, FL 33309
Phone: (305) 466-8111



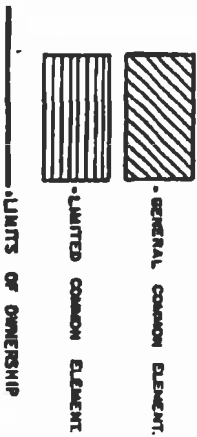
SECTION B-B



SECTION A-A

LEGEND SHOWING FLOOR ELEVATIONS ON U.S.S. DATA

BUILDING	FIRST FL. ELEVATION	SECOND FL. ELEVATION
21	603.80	612.72
23	603.80	612.82
31	602.50	611.42



JANUARY 28, 1981

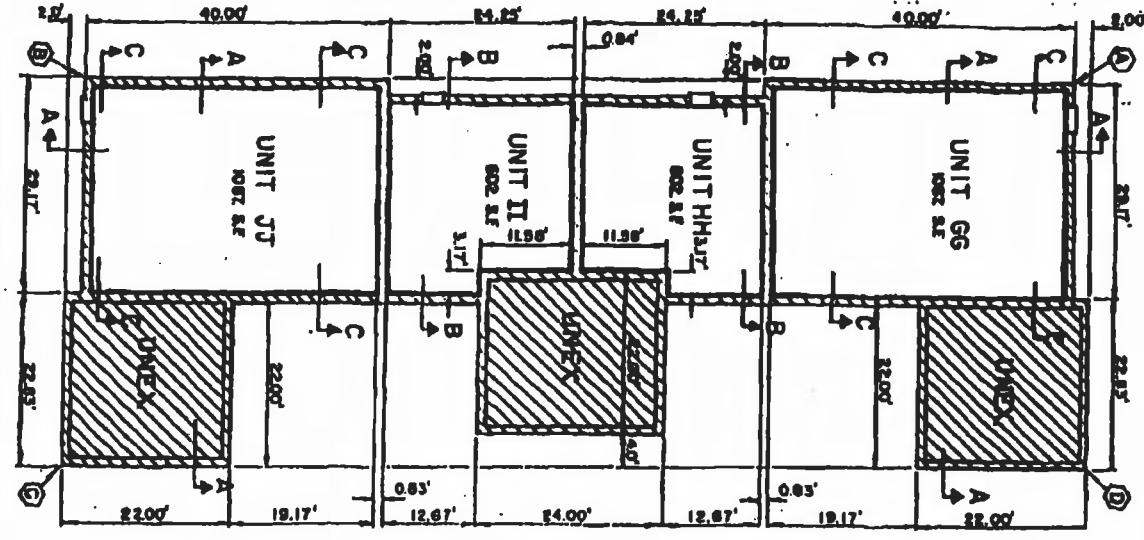
Handwritten initials



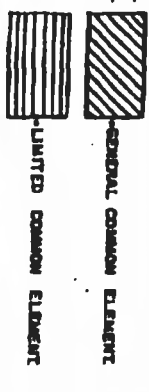
SCHULTZ ESTATES II

SCALE: 1/4" = 1'-0"

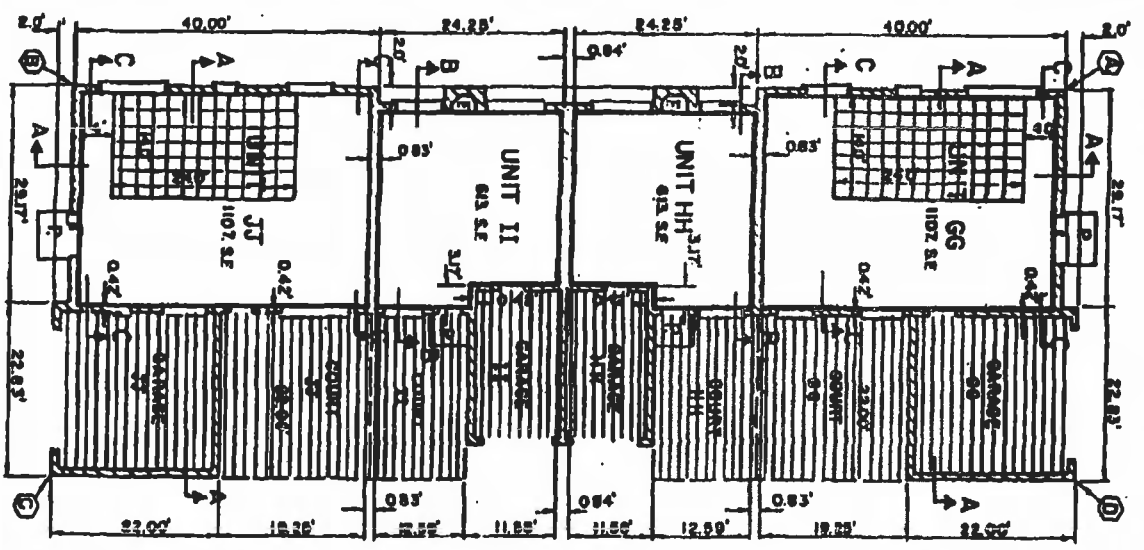
ROBERT S. SCHULTZ
REGISTERED LAND SURVEYOR
STATE OF CALIFORNIA, LICENSE NO. 10000
10000-000-000-000
10000-000-000-000



BASEMENT FLOOR PLAN

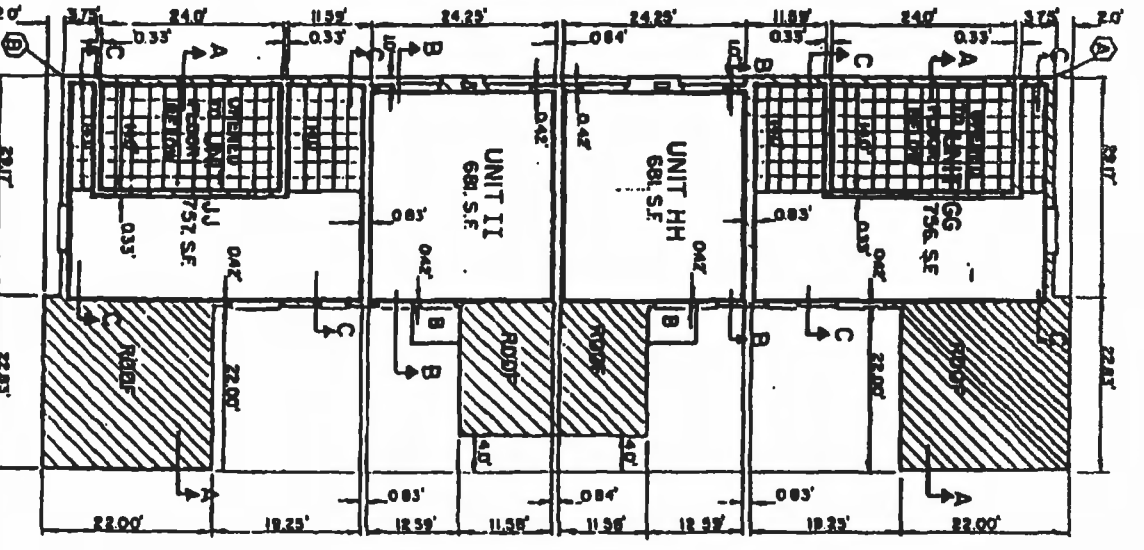


GENERAL COMMON ELEMENT
 LIMITED COMMON ELEMENT
 LIMITS OF OWNERSHIP
 COORDINATE POINT
 NOTE: OWNERSHIP LINES ARE 50" TO EACH OTHER.



FIRST FLOOR PLAN

NOTE: FIRE PROTECTION CHASERS LIMITED COMMON ELEMENT
 NOTE: ALL EXTERIOR BALCONY WALLS ARE 0.42"
 NOTE: ALL EXTERIOR FIRST FLOOR WALLS ARE 0.75"
 NOTE: ALL SECOND FLOOR WALLS ARE 0.75"
 NOTE: FROM APARTMENT CROSS SECTIONS, HANGERS, AND FLOOR ELEVATIONS, SEE SHEET 28.
 NOTE: B - BALCONY LIMITED COMMON ELEMENT 24.27.
 NOTE: P - PORCH LIMITED COMMON ELEMENT 24.27.
 NOTE: FOR BUILDING REMAINS AND COORDINATES, SEE SHEET 28



SECOND FLOOR PLAN

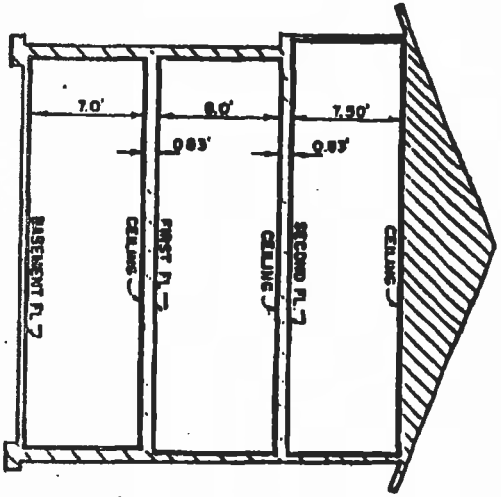
BUILDINGS 24.27.30

SCHULTZ ESTATES II

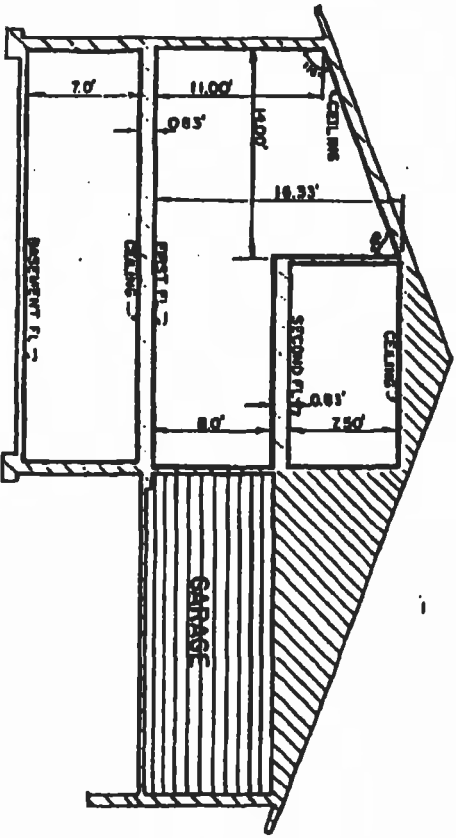


ROBERT SAMUELLO
 REGISTERED LAND SURVEYOR
 STATE OF MICHIGAN
 48043
 PHONE: 488-4113

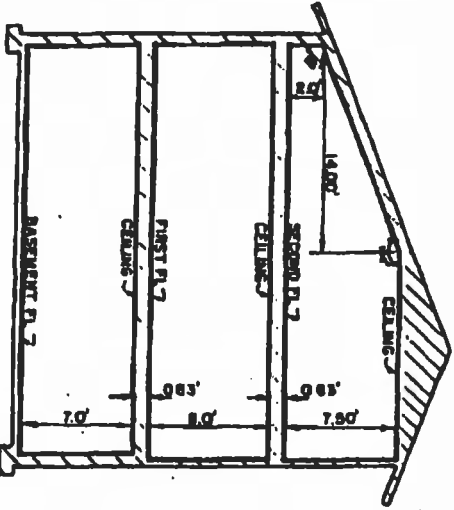
JANUARY 29, 1991



SECTION B-B



SECTION A-A

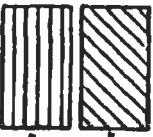


SECTION C-C

SCHEDULE OF UNIT NUMBERS

BLDG. NO.	UNIT NUMBER	BLDG. NO.	UNIT NUMBER	BLDG. NO.	UNIT NUMBER	BLDG. NO.	UNIT NUMBER
24	008	27	057	30	190	30	199
24	009	27	058	30	191	30	200
24	010	27	059	30	192	30	201
24	011	27	060	30	193	30	202
24	012	27	061	30	194	30	203
24	013	27	062	30	195	30	204
24	014	27	063	30	196	30	205
24	015	27	064	30	197	30	206
24	016	27	065	30	198	30	207
24	017	27	066	30	199	30	208

NOTE - OVERSHOULDER LINES ARE 90° TO EACH OTHER, UNLESS OTHERWISE NOTED.



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

SCHEDULE OF BUILDING COORDINATES

BLDG. NO.	COORDINATES	BLDG. NO.	COORDINATES
24	3478.50	27	1352.27
27	5175.50	30	1823.54
30	2741.70	30	1837.75

LEGEND OF FIRST FLOOR ELEVATION PLATES DATA

BLDG. NO.	FIRST FLOOR ELEVATION
24	604.20
27	604.10
30	602.30

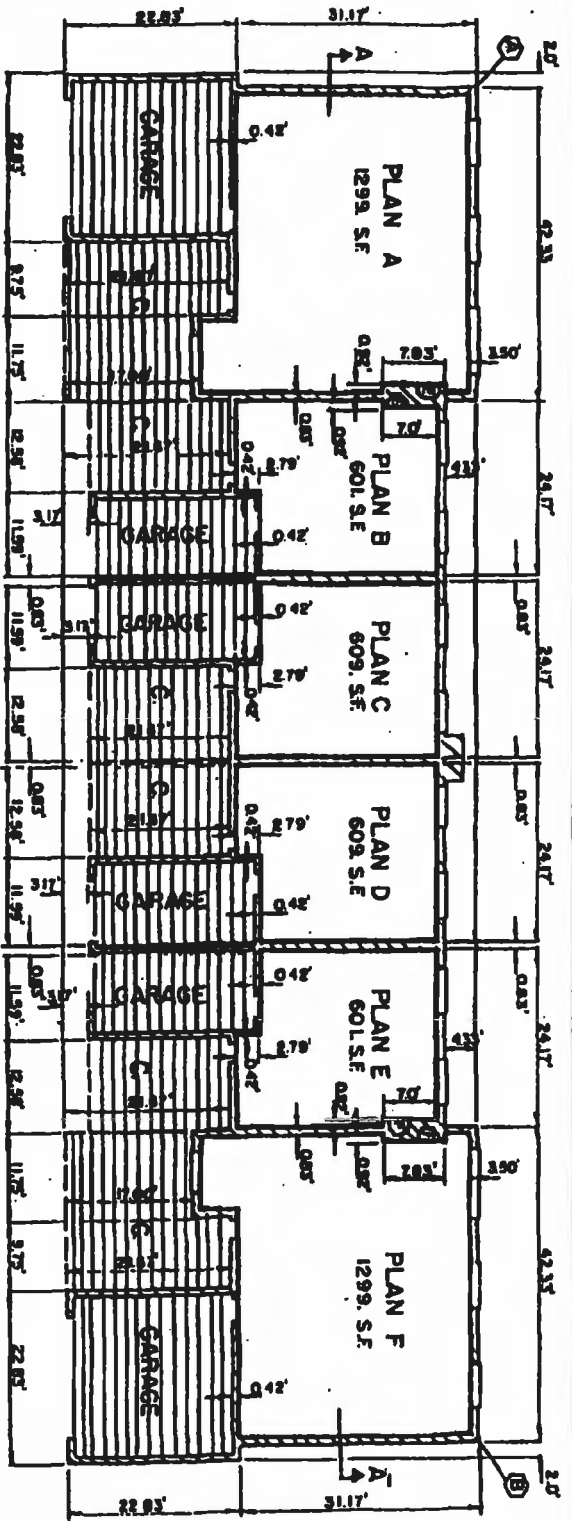
BUILDINGS 24, 27, 30.

SCHULTZ ESTATES II

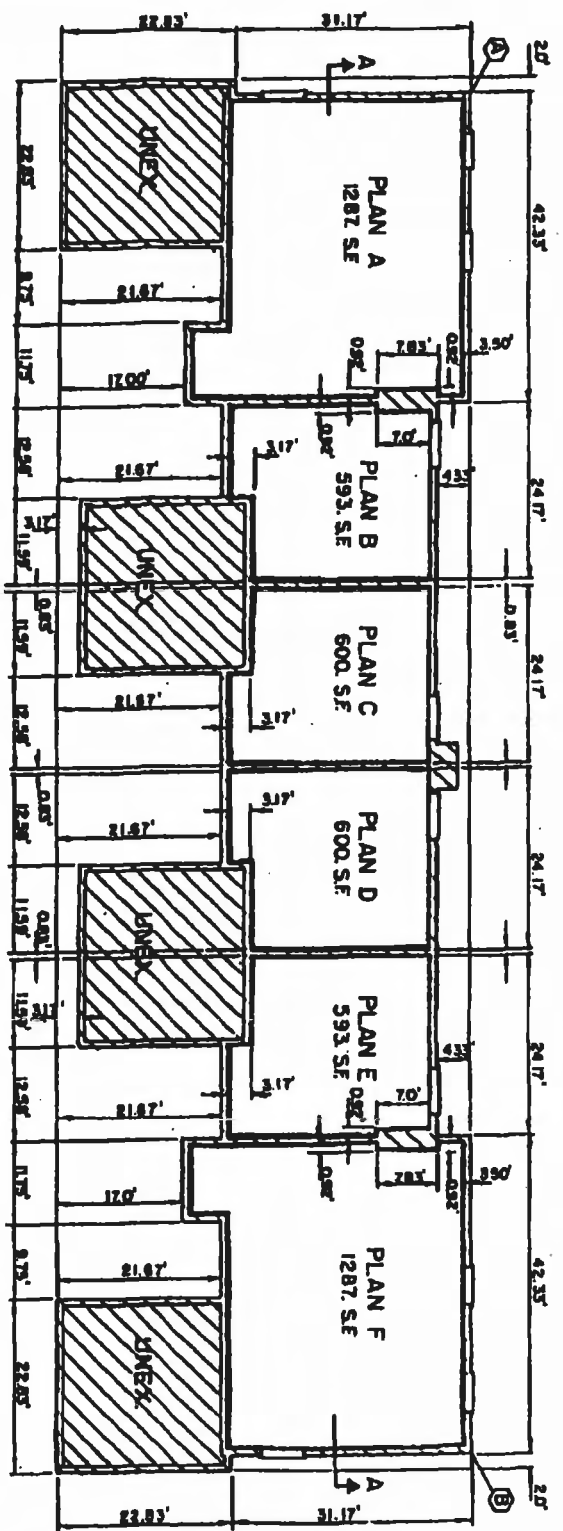


JANUARY 28, 1981




RESPECT SURVEYOR REGISTERED LAND SURVEYOR FROM KELLY ROAD 440-01 BOSTON, MASSACHUSETTS 02113



FIRST FLOOR PLAN



BASEMENT PLAN

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

NOTE: ALL WALLS ARE AT RIGHT ANGLES
 ALL EXTERIOR AND INTERIOR BASEMENT WALLS ARE 8" BT
 ALL EXTERIOR FIRST FLOOR WALLS ARE 6" BT
 F-FIRE COMBUSTION CHAMBER, LIMITED COMMON ELEMENT
 C-COURT

NOTE: FOR SECOND FLOOR AND CROSS SECTION, SEE SHEET 30.
 NOTE: FOR UNIT NUMBERS, BUILDING BEARINGS AND COORDINATES, SEE SHEET 30

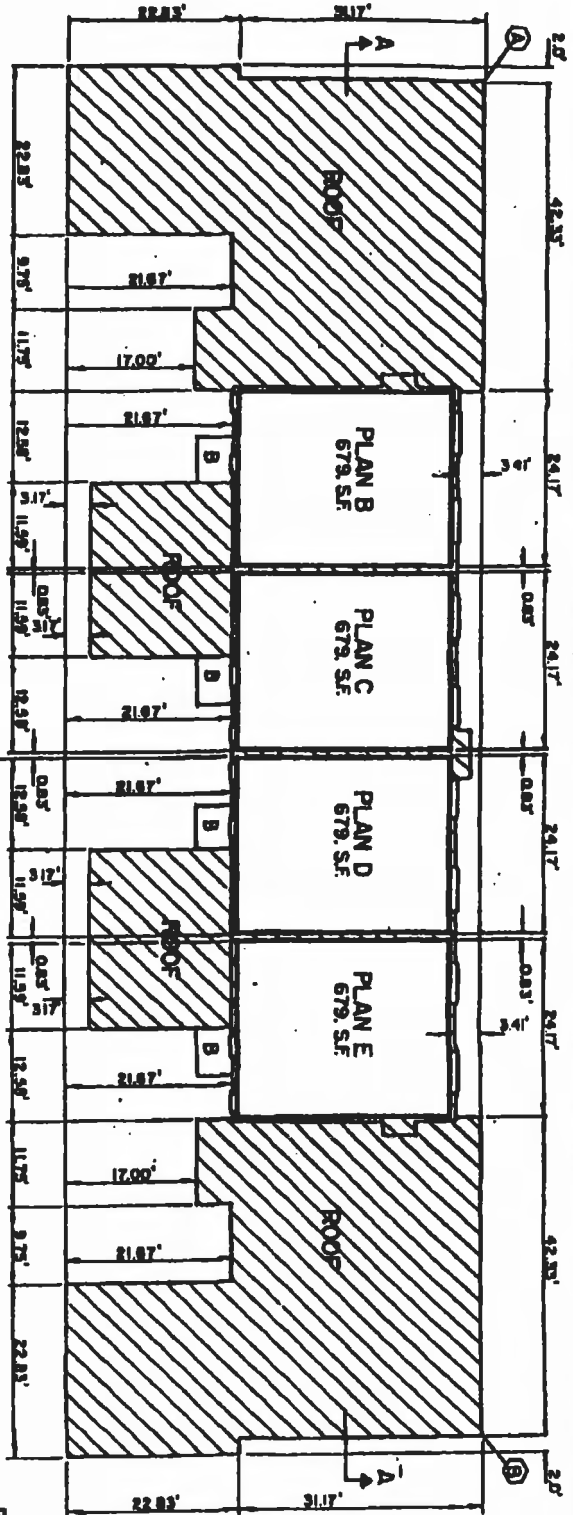
BUILDINGS
 20, 29, 43, 45



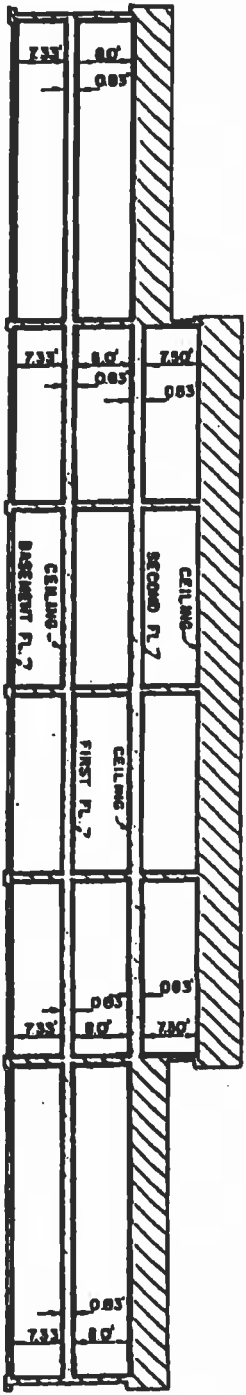
January 28, 1981

SCHULTZ ESTATES II
 SCALE: 1/8" = 1'-0"

PROJECT: SUBMITTAL
 REGISTERED LAND SURVEYOR
 2704 KELLY ROAD
 WILMINGTON, MICHIGAN
 PHONE: (486) 6112



SECOND FLOOR PLAN



SECTION A-A

UNIT NUMBER	COORDINATES	BUILDING	FIRST FLOOR ELEVATION						
PLAN A	POINT A	NO. 1	602.50						
PLAN B	POINT B	NO. 2	602.50						
PLAN C	POINT C	NO. 3	602.50						
PLAN D	POINT D	NO. 4	602.50						
PLAN E	POINT E	NO. 5	602.50						
40	56	96	97	100	A	366072	629.15	1189-53-57-4	602.50
41	56	102	103	104	A	294148	1474.31	828-00-00-7 E	602.50
42	57	102	103	104	A	174548	2762.14	848-00-00-7 E	602.50
43	57	102	103	104	A	174548	2762.14	848-00-00-7 E	602.50
44	57	102	103	104	A	174548	2762.14	848-00-00-7 E	602.50
45	57	102	103	104	A	174548	2762.14	848-00-00-7 E	602.50

SCHEDULE OF UNIT NUMBERS, BUILDING COORDINATES AND FIRST FLOOR ELEVATIONS ON U.S.G.S. DATA

NOTE - FOR BASEMENT AND FIRST FLOOR PLANS, SEE SHEET 28

B - BALCONY, LIMITED COMMON ELEMENT, 30 SQ. FT.

GENERAL COMMON ELEMENT

LIMITS OF OWNERSHIP

COORDINATE POINT

NOTE - ALL WALLS, FLOORS AND CEILINGS ARE AT RIGHT ANGLES TO EACH OTHER. ALL EXTERIOR SECOND FLOOR WALLS ARE ONE

BUILDINGS 20,29,43,45

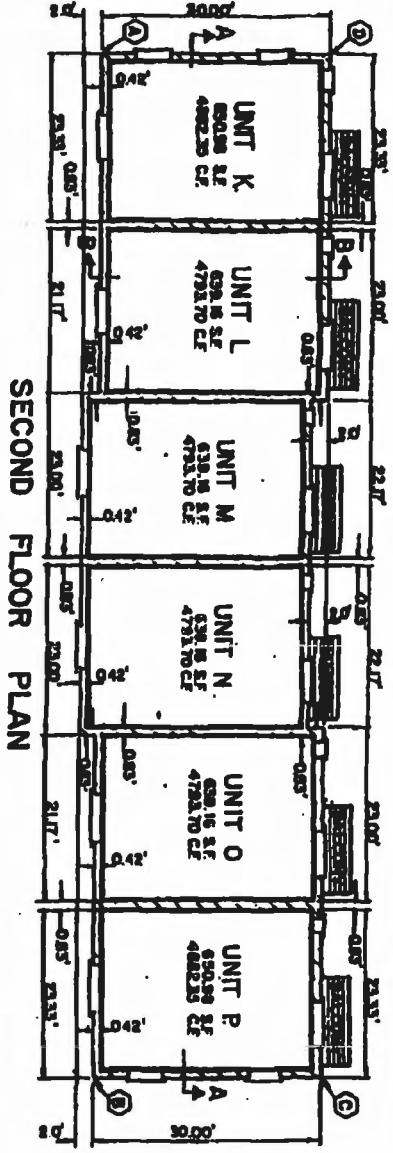


SCHULTZ ESTATES II

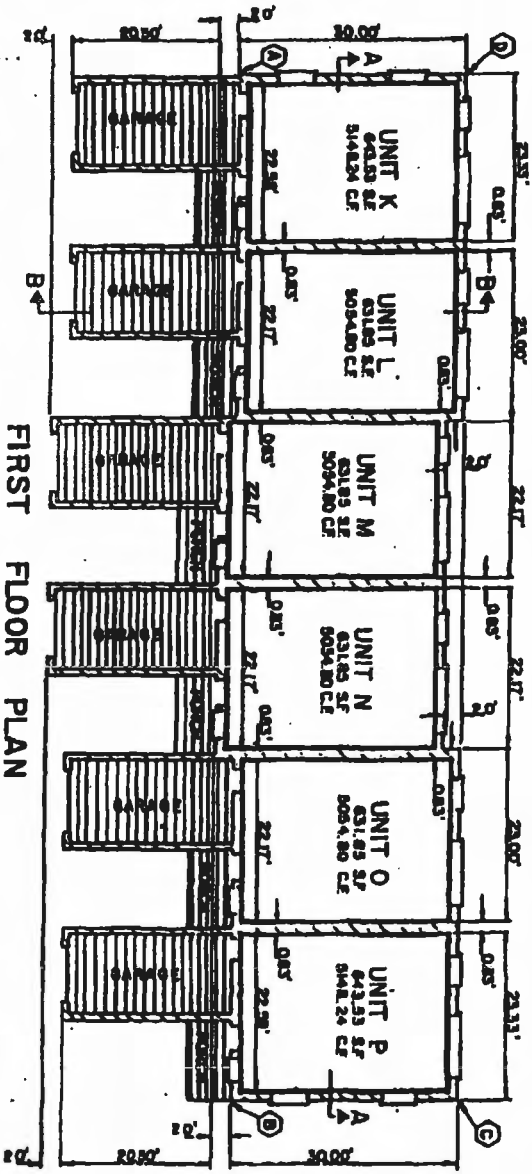
REBERT SCHULTZ
REGISTERED LAND SURVEYOR
3700 N. HULLY ROAD
ST. CLEMENS, MICHIGAN
48062-449-6113

JANUARY 29, 1991

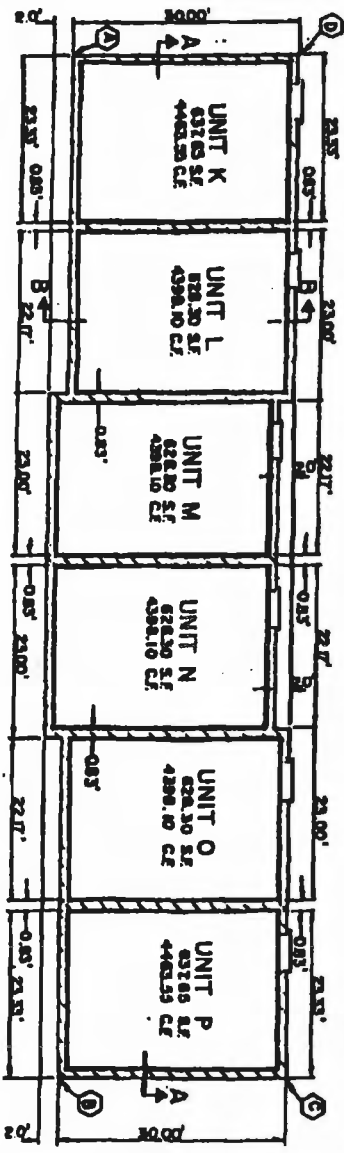
ET 20



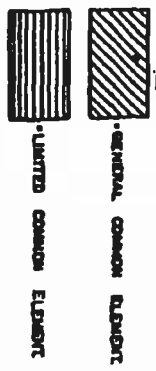
SECOND FLOOR PLAN



FIRST FLOOR PLAN



BASEMENT PLAN



○ - LIMITS OF CONDEMNATION

NOTE: ALL EXTERIOR BASEMENT WALLS ARE 0.85'
 NOTE: ALL EXTERIOR FIRST FLOOR WALLS ARE 0.75'
 UNLESS OTHERWISE NOTED.
 NOTE: ALL EXTERIOR SECOND FLOOR WALLS ARE 0.75'
 UNLESS OTHERWISE NOTED.
 NOTE: FOR APARTMENT NUMBERING AND FLOOR
 ELEVATIONS SEE SHEET 9.
 BALCONY - 48 SQ. FT.
 PORCH - 50 SQ. FT.

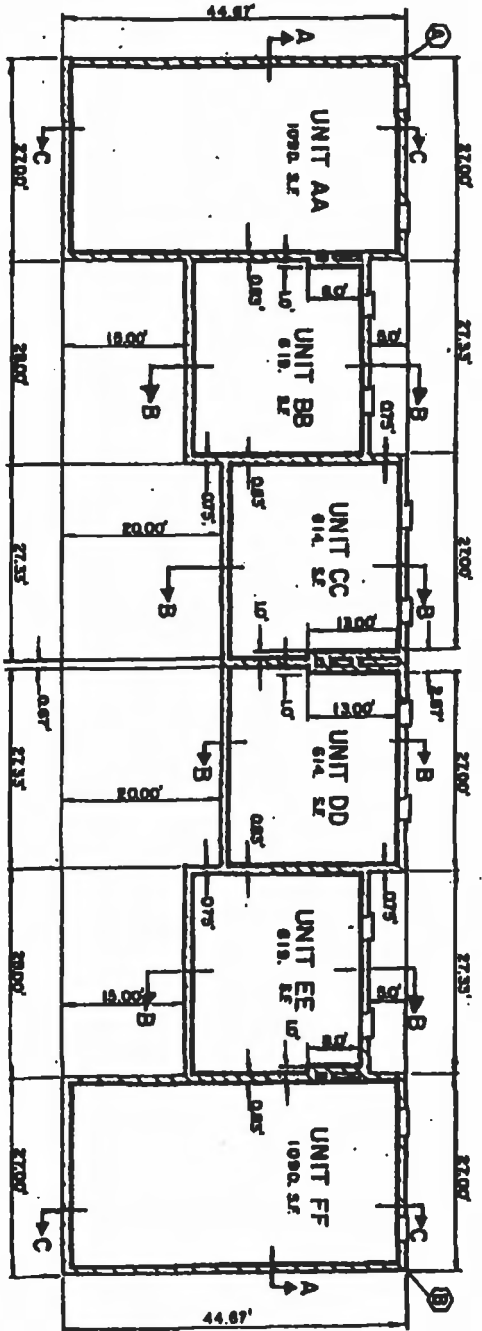
TYPICAL FLOOR PLANS
 BUILDING 32, 47



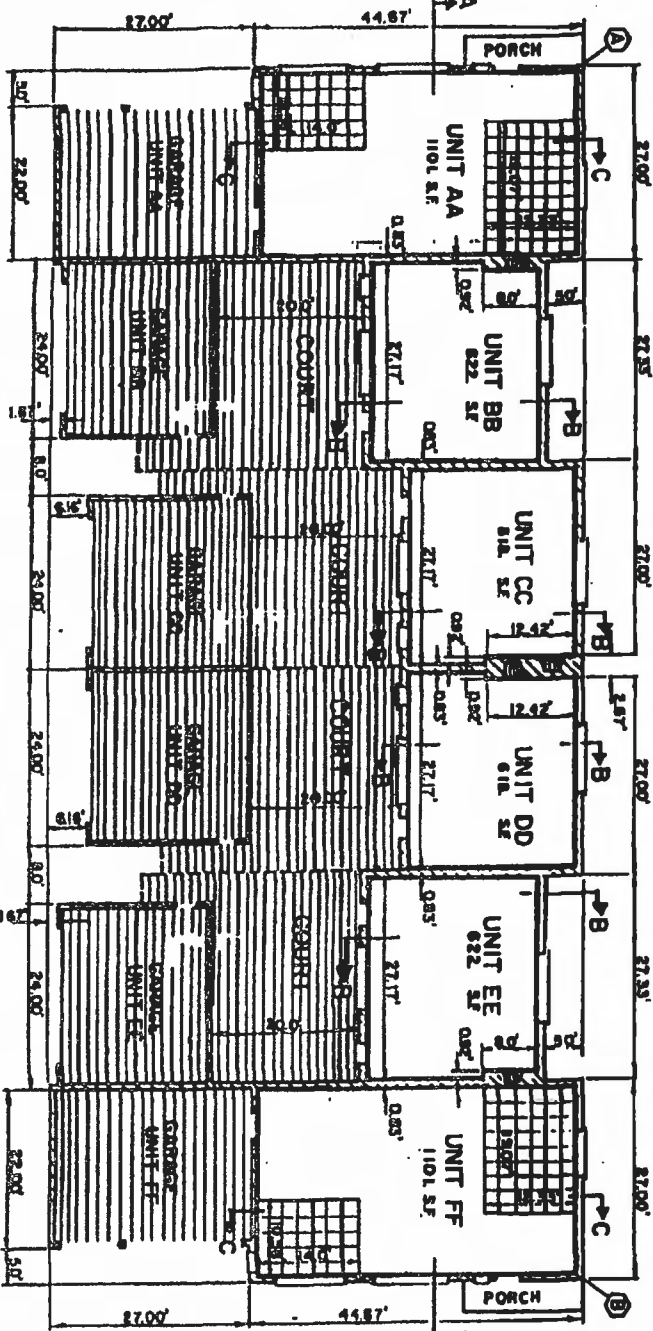
JANUARY 28, 1991

SCHULTZ ESTATES II

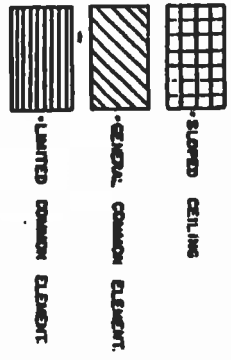
ROBERT SCHULTZ
 ARCHITECT
 100 WEST 100th Street
 New York, N.Y. 10025
 (212) 491-4170



BASEMENT FLOOR PLAN



FIRST FLOOR PLAN



NOTE: ALL EXTERIOR FIRST FLOOR WALLS ARE 0'75"
 WALLS ARE 0'62"

NOTE: ALL EXTERIOR AND INTERIOR GARAGE
 WALLS ARE 0'62"

NOTE: FOR SECOND FLOOR PLAN SEE SHEET 33
 NOTE: FOR APARTMENT NUMBERING AND FLOOR
 ELEVATIONS SEE SHEET 33

NOTE: FOR CROSS SECTION OF BUILDING SEE SHEET 33

PORCH: LIMITED COMMON ELEMENT, 84.31 SF
 NOTE: FOR BUILDING REARINGS AND COORDINATES,
 SEE SHEET 33.
 NOTE: OWNERSHIP LINES ARE SHOWN TO EACH OTHER,
 UNLESS OTHERWISE NOTED.

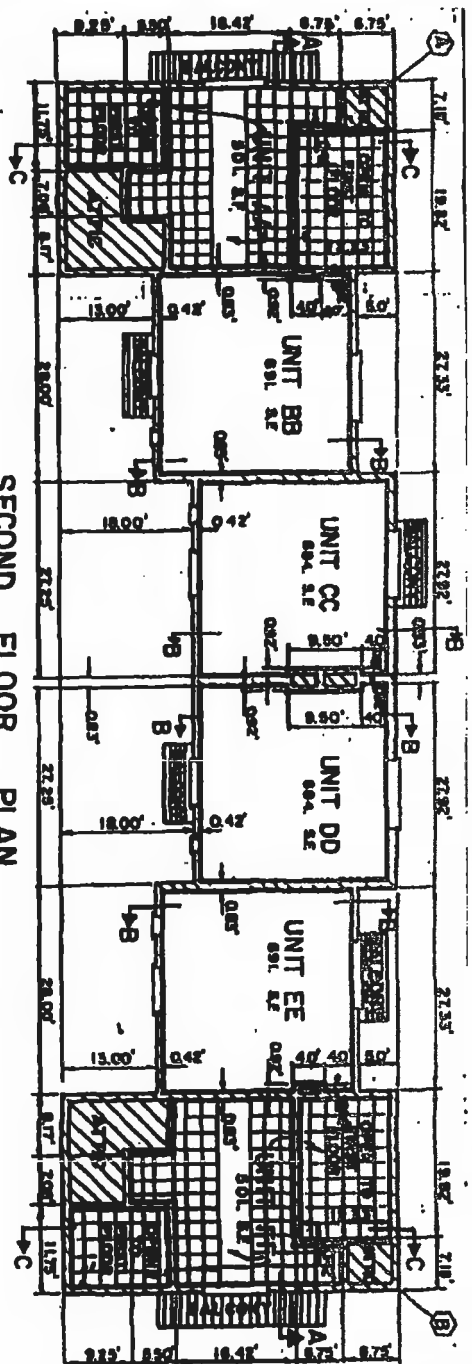
TYPICAL FLOOR PLAN
 BUILDING 19, 22, 18.



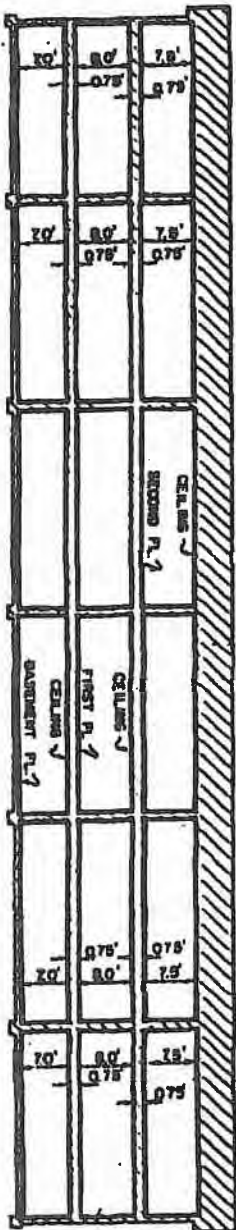
JANUARY 20, 1981
[Signature]

SCHULTZ ESTATES II

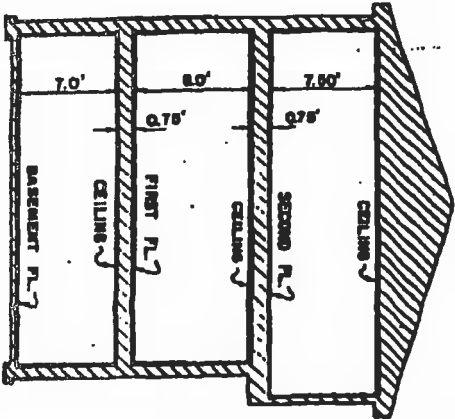
REGISTERED ARCHITECT
 3704 45TH AVE. S.W.
 ALPHARETTA, GEORGIA
 (404) 444-4111



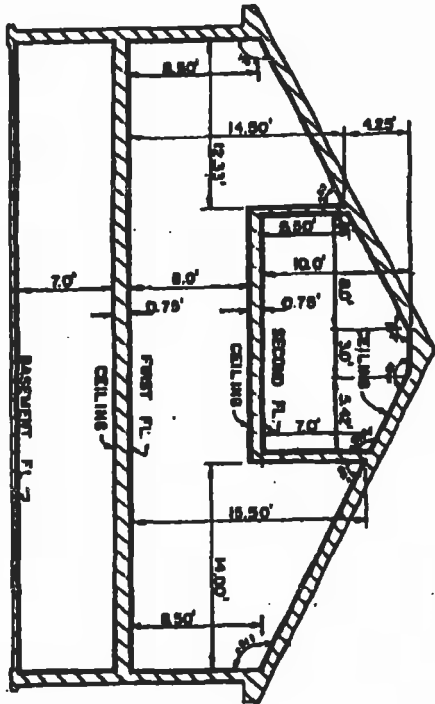
SECOND FLOOR PLAN
SCALE: 1/4" = 1'-0"



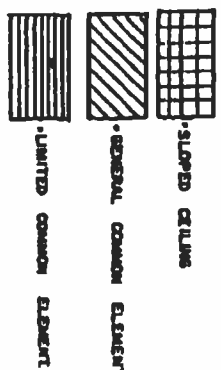
SECTION A-A
SCALE: 1/4" = 1'-0"



SECTION B-B
SCALE: 1/4" = 1'-0"



SECTION C-C
SCALE: 1/4" = 1'-0"



NOTE: ALL EXTERIOR SECOND FLOOR WALLS ARE 075' UNLESS OTHERWISE NOTED.
NOTE: FOR TYPICAL FIRST AND SECOND FLOOR PLANS APARTMENT SO. FL. AND CURB FL. SEE SHEET 32.
NOTE: BALCONY - 110 S.E., UNITS AA, PP
BALCONY - 48 S.E., UNITS BB, CC, DD, EE.
NOTE: OWNERSHIP LINES ARE 90° TO EACH OTHER, UNLESS OTHERWISE NOTED.

SCHEDULE OF APARTMENT NUMBERS

BUILDING NUMBER	UNIT	UNIT	UNIT	UNIT	UNIT
18	88	90	91	92	93
22	123	125	127	128	129
18	93	94	95	96	97
					98

SCHEDULE OF BUILDING COORDINATES

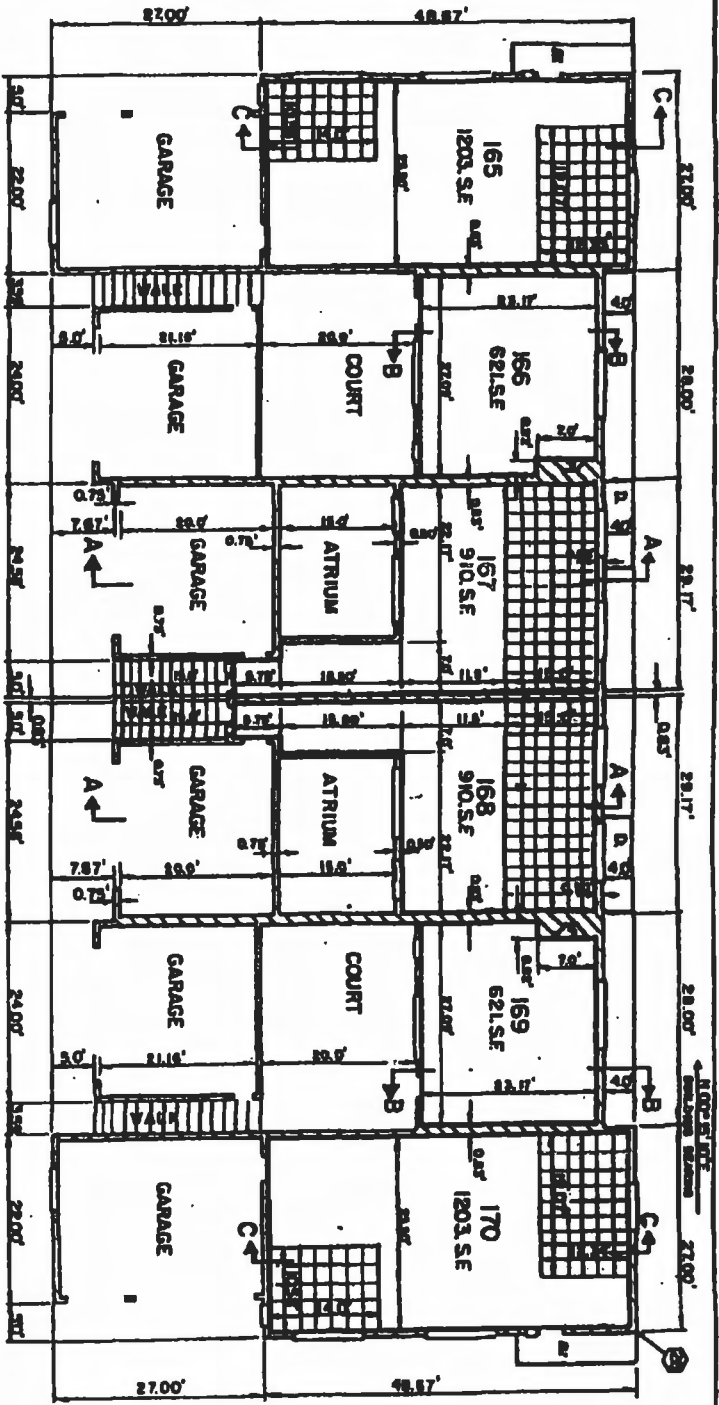
BUILDING NUMBER	COORDINATES	BUILDING BEARING POINT	FIRST FLOOR ELEVATION
18	33-42.17' NORTH (X) 1008.01' EAST (Y)	2,887-55' 15" E.	604.50
22	33-47.17' NORTH (X) 1037.97' EAST (Y)	2,887-55' 15" E.	604.00
18	33-17.58' NORTH (X) 1044.98' EAST (Y)	2,887-55' 15" E.	604.00

LEGEND OF FIRST FLOOR ELEVATIONS ON U.S.G.S. DATA.

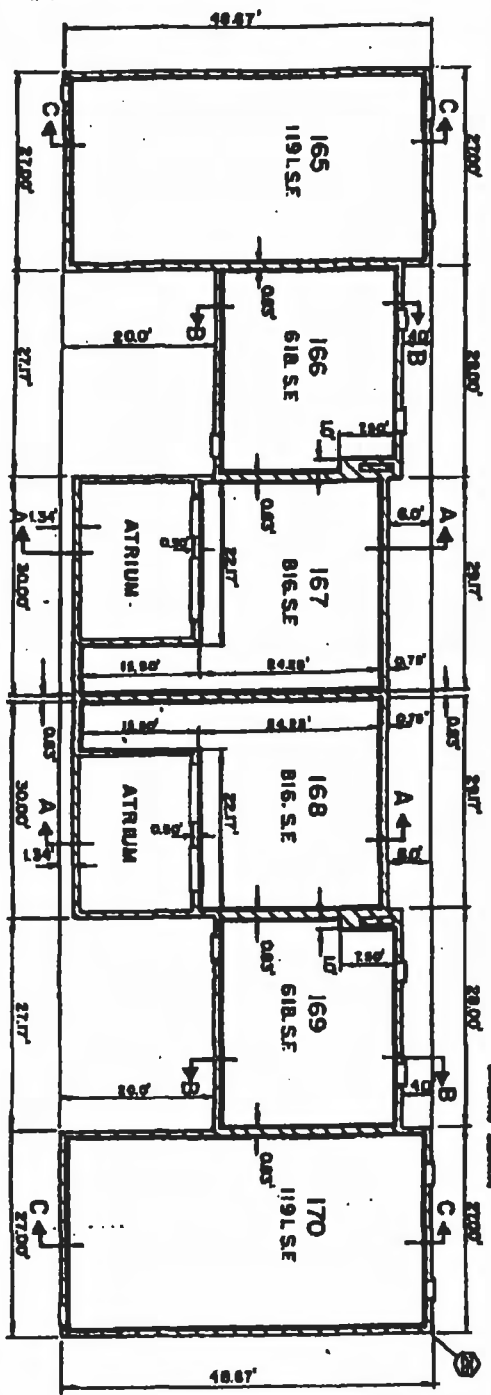
BUILDINGS 19, 22, 18.

SCHULTZ ESTATES II





FIRST FLOOR PLAN



BASEMENT PLAN

- SLOPED CEILING
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- LIMITS OF COMMON
- COORDINATE POINT

1 - FIRE COMPARTMENT CHAMBER, LIMITED COMMON ELEMENT.
 NOTE - ALL WALLS ARE AT RIGHT ANGLES.
 ALL EXTERIOR BASEMENT WALLS ARE 0.45', UNLESS OTHERWISE NOTED.
 ALL EXTERIOR FIRST FLOOR WALLS ARE 0.75'.
 ALL EXTERIOR GARAGE WALLS ARE 0.45', UNLESS OTHERWISE NOTED.
 P-PORCH, LIMITED COMMON ELEMENT, 64 SF.
 D-DECK, LIMITED COMMON ELEMENT, 48 SF.
 NOTE - FOR CROSS SECTIONS, SEE SHEET 2A.
 FOR SECOND FLOOR PLAN, SEE SHEET 2B.
 COURT - LIMITED COMMON ELEMENT
 ATRIUM - LIMITED COMMON ELEMENT
 GARAGE - LIMITED COMMON ELEMENT
 NOTE - FOR COORDINATES, SEE SITE PLAN.

FIRST FLOOR ELEVATION OF UNITS ON USEL. DATA.
 165 - 604.10
 166 - 604.10
 167 - 607.25
 168 - 604.10
 169 - 604.10
 170 - 604.10

BUILDING 26.

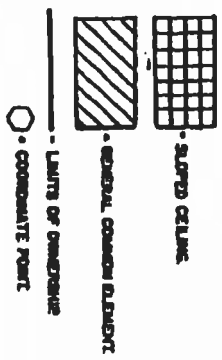
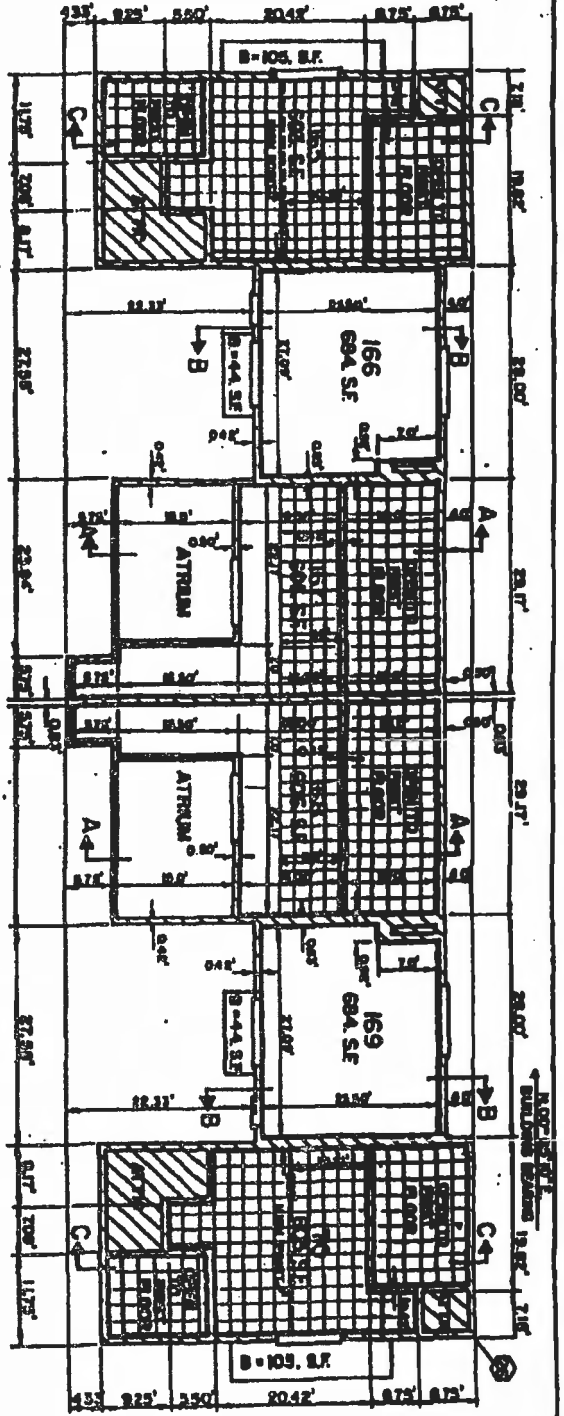
SCHULTZ ESTATES II
 SCALE: 1/8" = 1'-0"



Paul Schultze
 JANUARY 28, 1988

PROJECT: SHADWAY
 REGISTERED LAND SURVEYOR
 3704 W. KELLY ROAD
 48043 LANSING, MICHIGAN
 313-487-4111

SECOND FLOOR PLAN BUILDING 26



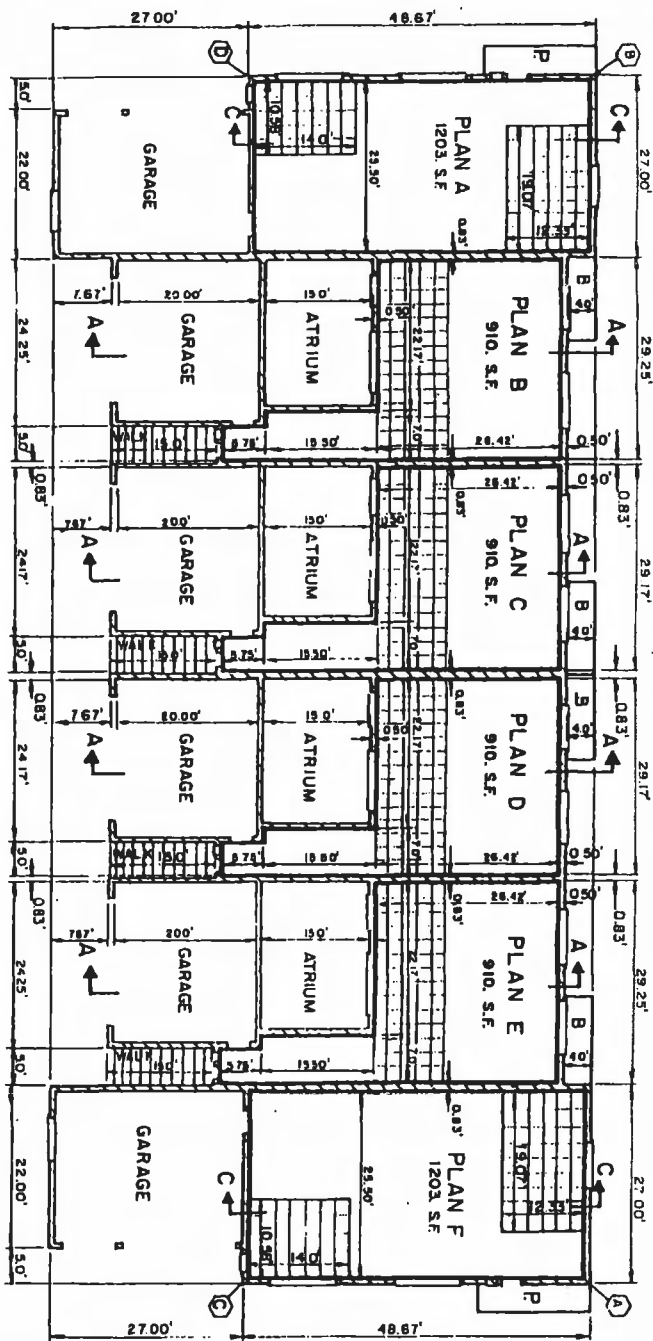
NOTE - ALL WALLS ARE AT RIGHT ANGLES.
B - BALCONY LIMITED COMMON ELEMENT
NOTE - ALL EXTENDED WALLS ARE 0.75"
UNLESS OTHERWISE NOTED.
NOTE - FOR CROSS SECTIONS SEE SHEET 28.
NOTE - FOR FRONT AND BACKSHEETS PLANS SEE SHEET 24.
ATTICUM - LIMITED COMMON ELEMENT.
NOTE - FOR COORDINATES, SEE SITE PLAN.

SCHULTZ ESTATES II
SCALE: 1/8" = 1'-0"

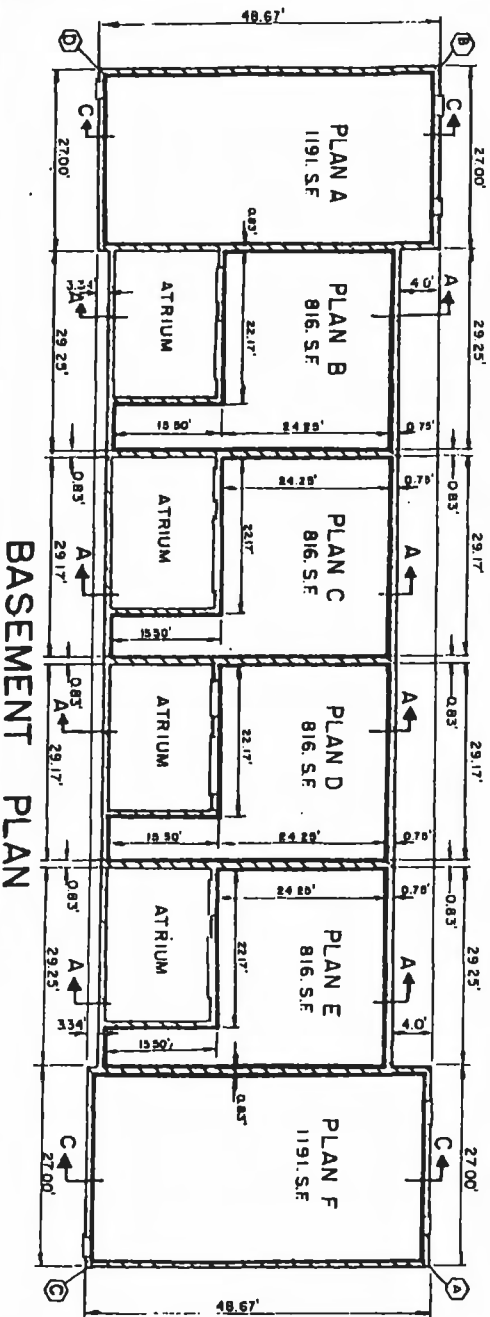
JANUARY 28, 1981



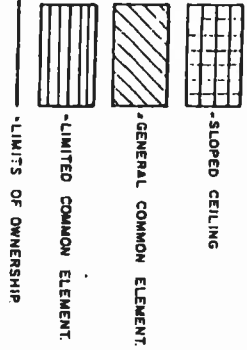
ROBERT SCHMITZ
REGISTERED LAND SURVEYOR
STATE OF ILLINOIS
NO. 028-071
440 N. LAUREL ST.
CHICAGO, ILL. 60610
PHONE 462-9311



FIRST FLOOR PLAN



BASEMENT PLAN



NOTE: ALL WALLS ARE AT RIGHT ANGLES.
 ALL EXTERIOR BASEMENT WALLS ARE 0.83'
 ALL EXTERIOR FIRST FLOOR WALLS ARE 0.75'
 ALL EXTERIOR GARAGE WALLS ARE 0.75'

NOTE: P+PORCH, 64.5 SF
 B+BALCONY, 48 SF

NOTE: FOR CROSS SECTION, SEE SHEET 51.
 NOTE: FOR SECOND FLOOR PLAN, SEE SHEET 37

ATRIVUM, LIMITED COMMON ELEMENT.
 GARAGE, LIMITED COMMON ELEMENT.

NOTE: FOR UNIT NUMBERS, BUILDING BEARINGS AND COORDINATES, SEE SHEET 37.

BUILDINGS
28.

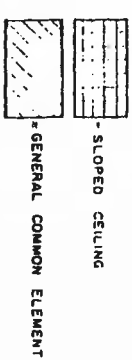
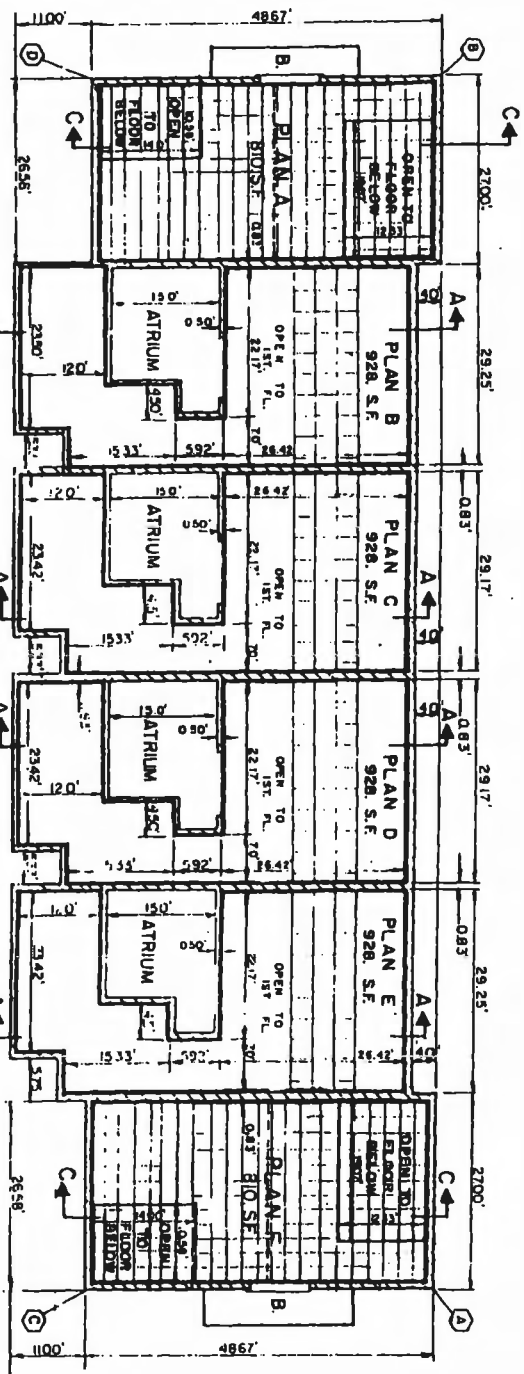


AMENDED
 MARCH 26, 1993

SCHULTZ ESTATES II
 SCALE: 1/8" = 1'-0"

ROBERT SHAWMATE
 REGISTERED ARCHITECT
 3704 KILLY ROAD
 MT. CLEMENS, MICHIGAN
 PHONE: 577-3131

SECOND FLOOR PLAN



NOTE - ALL WALLS ARE AT RIGHT ANGLES
 B - BALCONY LIMITED COMMON ELEMENT 105 SF
 NOTE - ALL EXTERIOR WALLS ARE 0.75 UNLESS OTHERWISE NOTED
 NOTE - FOR CROSS SECTIONS SEE SHEET S1
 NOTE - FOR BASEMENT AND FIRST FLOOR PLAN SEE SHEET S6
 ATRIUM - LIMITED COMMON ELEMENT.

SCHEDULE OF UNIT NUMBERS

BLDG. NO.	APT. NUMBER					
	PLAN A	PLAN B	PLAN C	PLAN D	PLAN E	PLAN F
28	175	176	177	178	179	180

SCHEDULE OF BUILDING COORDINATES

BLDG. NO.	COORDINATES		BUILDING BEARING POINT A TO B
	NORTH (X)	EAST (Y)	
28	3005.47	1499.42	N86° 17' 36" E

SCHEDULE OF FIRST FLOOR ELEVATION ON U.S.G.S. DATA

BLDG. NO.	PLAN A	PLAN B	PLAN C	PLAN D	PLAN E	PLAN F
28	603390	60765	60765	60765	60765	603390

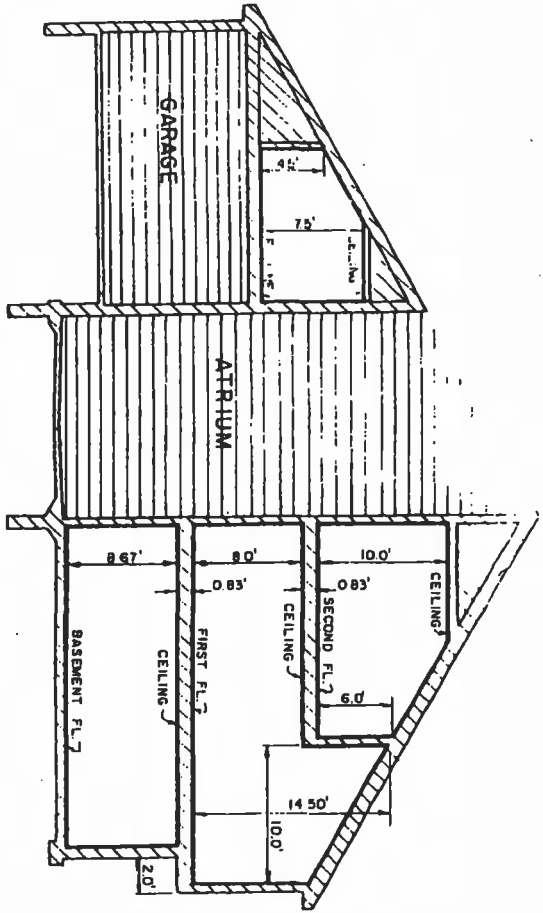
BUILDINGS 28.



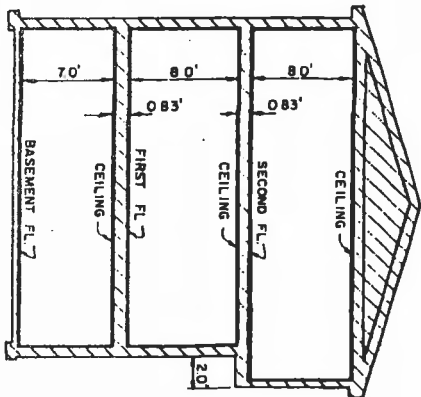
AMENDED
 MARCH 26, 1993
Robert Shumway

SCHULTZ ESTATES II
 SCALE 1/8" = 1'-0"
 0' 6" 12"

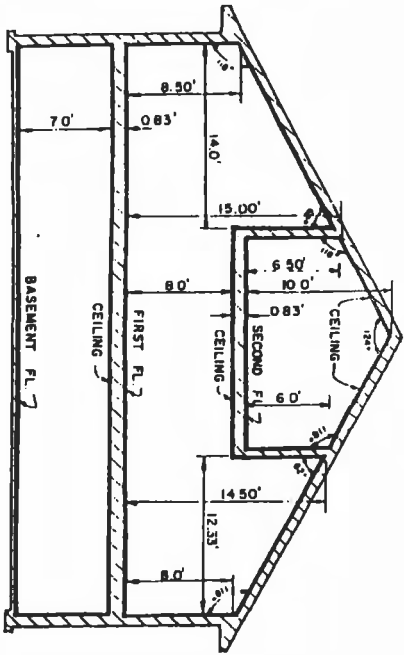
ROBERT SHUMWAY
 LICENSED PROFESSIONAL ENGINEER
 3704 KELLY ROAD
 MT CLEMENS, MICHIGAN
 PHONE - 468-5113



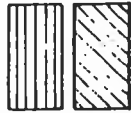
SECTION A-A



SECTION B-B



SECTION C-C



NOTE: OWNERSHIP LINES ARE 90° TO EACH OTHER, UNLESS OTHERWISE NOTED.

- LIMITS OF OWNERSHIP

- LIMITED COMMON ELEMENT

- GENERAL COMMON ELEMENT

BUILDINGS 25, 26, 41, 44

SCHULTZ ESTATES II

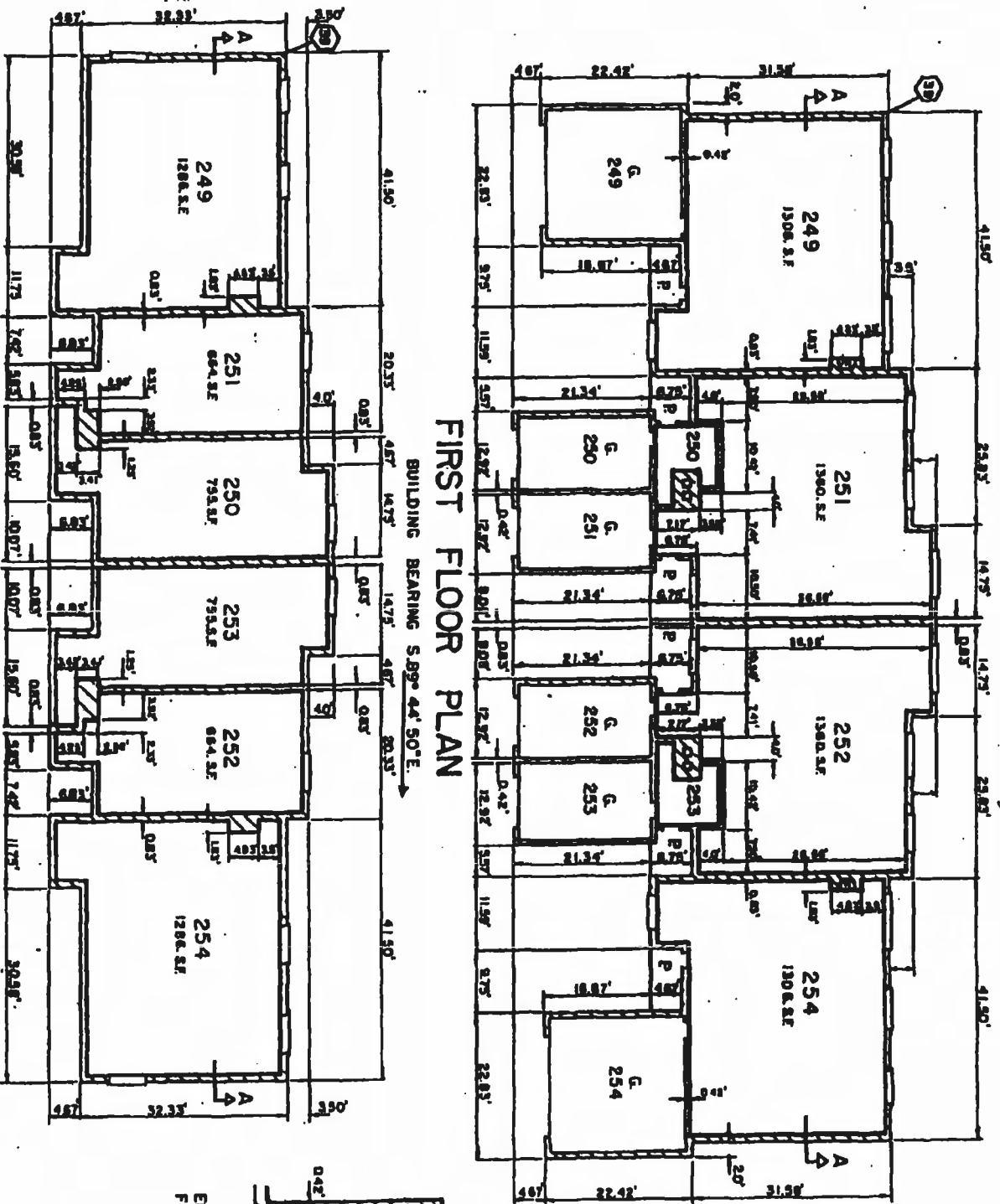
SCALE: 1/4" = 1'-0"

0 2' 4' 8' 16'

AMENDED
MARCH 26, 1993

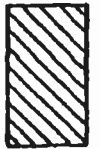
ROBERT SHANLEY
37014 KELLY RD SWINGTOWN
MT CLEMENS, MICHIGAN
PHONE: 486-8113





FIRST FLOOR PLAN

BASEMENT PLAN



• LIMITS OF OWNERSHIP



• GENERAL COMMON ELEMENT

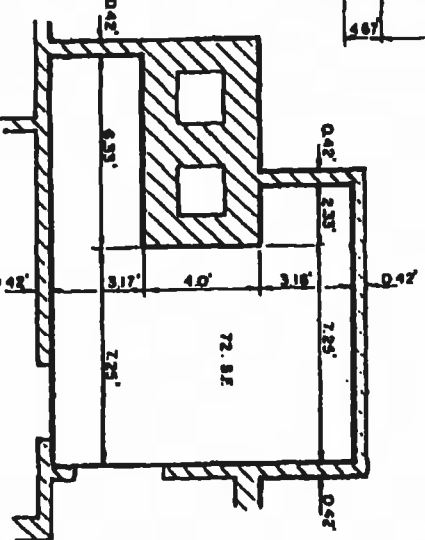
NOTE: ALL EXTERIOR BASEMENT WALLS ARE 0.83' UNLESS OTHERWISE NOTED.

G - GARAGE, LIMITED COMMON ELEMENT

P - PORCH, LIMITED COMMON ELEMENT

F - FIREPLACE, COMBUSTION CHIMNEY, LIMITED

NOTE: ALL WALLS ARE AT RIGHT ANGLES TO EACH OTHER.



ENLARGEMENT DRAWING OF UNITS 250 AND 251
FIRST FLOOR PLAN, UNIT 250 REVERSED.



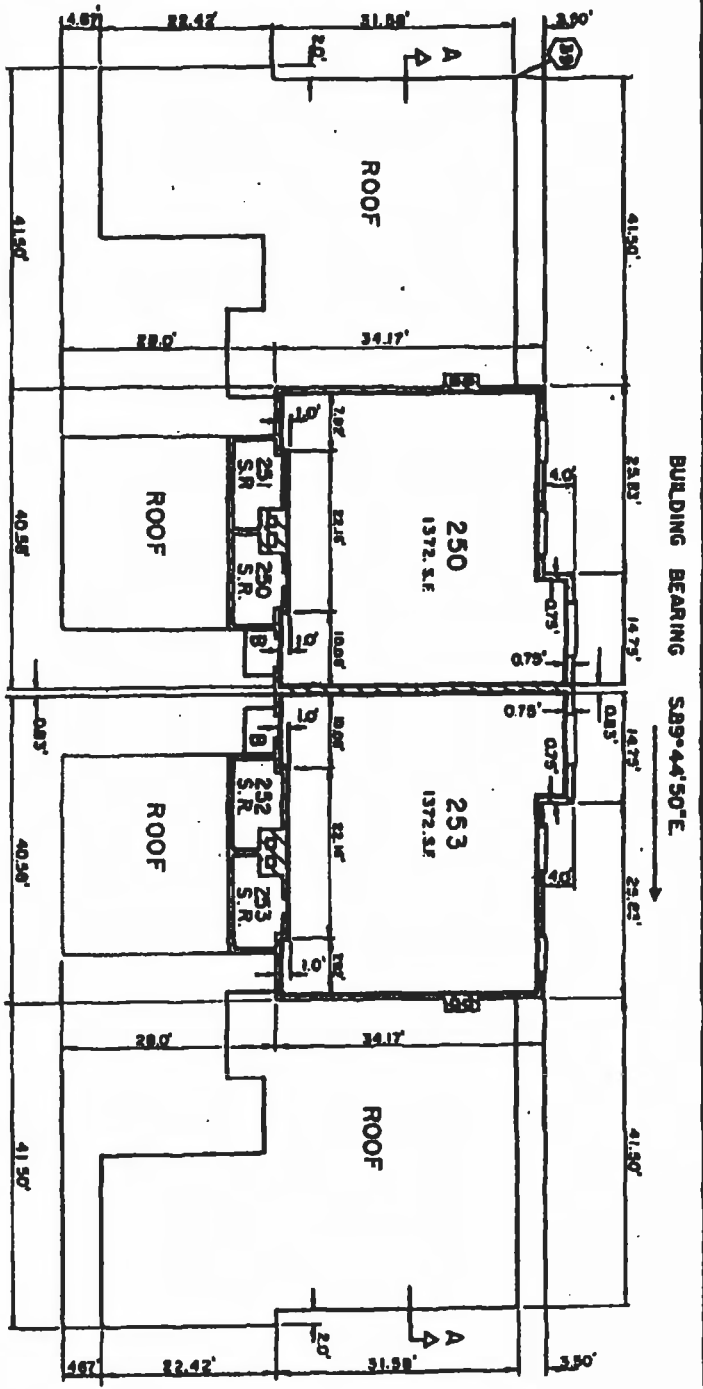
BUILDING 39



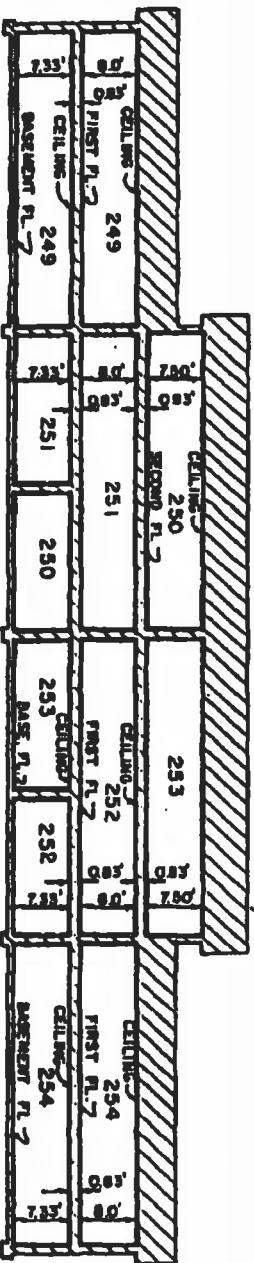
PAUL C. SCHULTZ
ARCHITECT
JANUARY 28, 1981

SCHULTZ ESTATES II
SCALE: 1/8" = 1'-0"

PROJECT: SERRANO
REVERTING LAND UNIT 39
3700 SERRANO ROAD
SAN JOSE, CALIFORNIA
PHONE: 468-6115






SECOND FLOOR PLAN



SECTION A-A

BUILDING 39

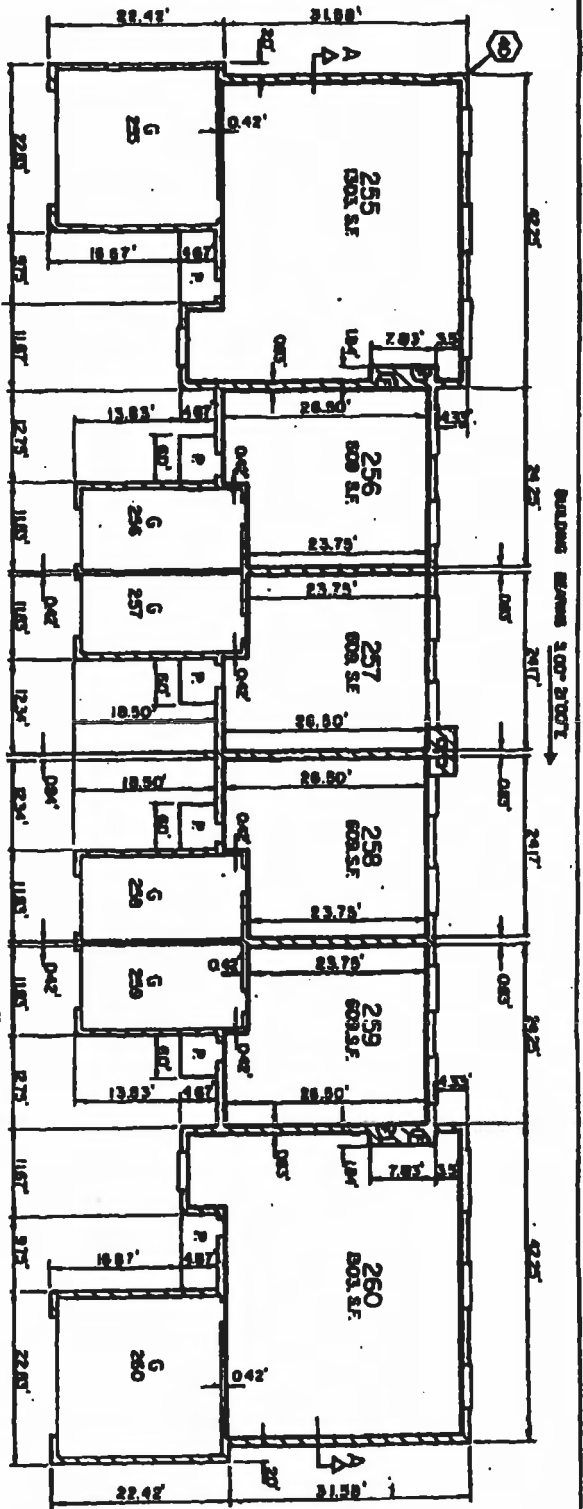
 GENERAL COMMON ELEMENT
 LIMITS OF OWNERSHIP
 COORDINATE POINT
 NOTE - ALL EXTERIOR SECOND FLOOR WALLS ARE 0.42' UNLESS OTHERWISE NOTED.
 SR - STORAGE ROOM, LIMITED COMMON ELEMENT, 75 SQ. FT.
 ROOF - GENERAL COMMON ELEMENT
 NOTE - ALL WALLS, FLOORS AND CEILINGS ARE AT RIGHT ANGLES TO EACH OTHER
 NOTE - FIRST FLOOR ELEVATION - 802.50 U.S.G.S. DATA
 B - BALCONY, LIMITED COMMON ELEMENT, 84.30 FT.

SCHULTZ ESTATES II
 SCALE - 1/8" = 1'-0"
 0" 5' 10'

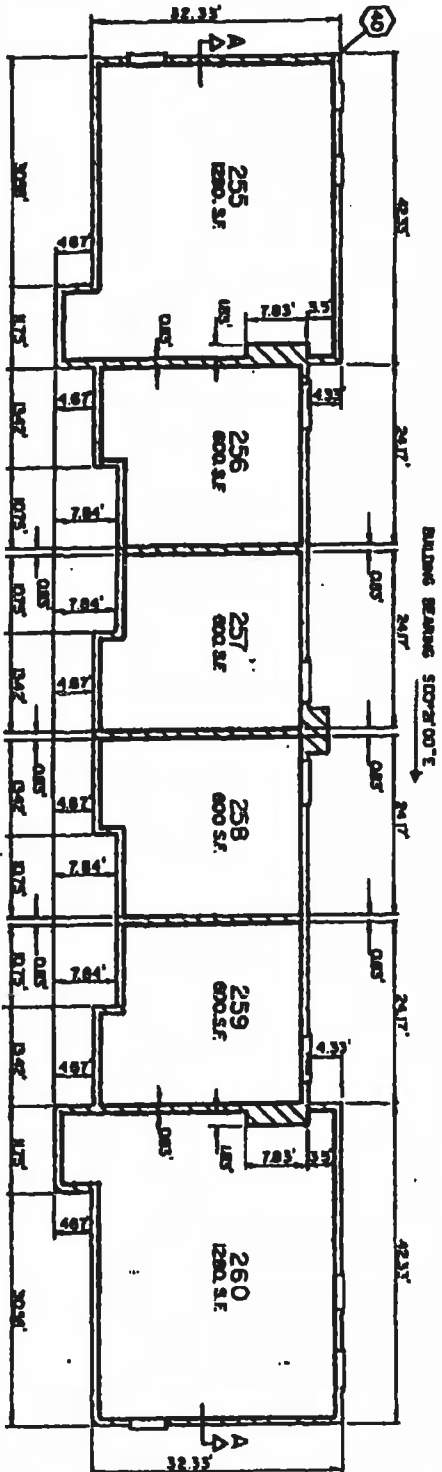
24th Jan
 JANUARY 23, 1991



PROJECT - SAGAYATA
 REGISTERED LAND SURVEYOR
 3700 KELLY ROAD
 MIAMI BEACH, FLORIDA
 PHONE - 486-4113



FIRST FLOOR PLAN



BASEMENT PLAN



GENERAL COMMON ELEMENT



LIMITS OF OWNERSHIP
COORDINATE POINT

NOTE: ALL EXTERIOR BASEMENT WALLS ARE OAS
NOTE: ALL EXTERIOR FIRST FLOOR WALLS ARE OAS
P - PORCH LIMITED COMMON ELEMENT
F - FIRE PLACE CONSTRUCTION CHARGER LIMITED
G - GARAGE LIMITED COMMON ELEMENT
NOTE: ALL WALLS ARE AT RIGHT ANGLES TO EACH OTHER.

BUILDING 40

SCHULTZ ESTATES II

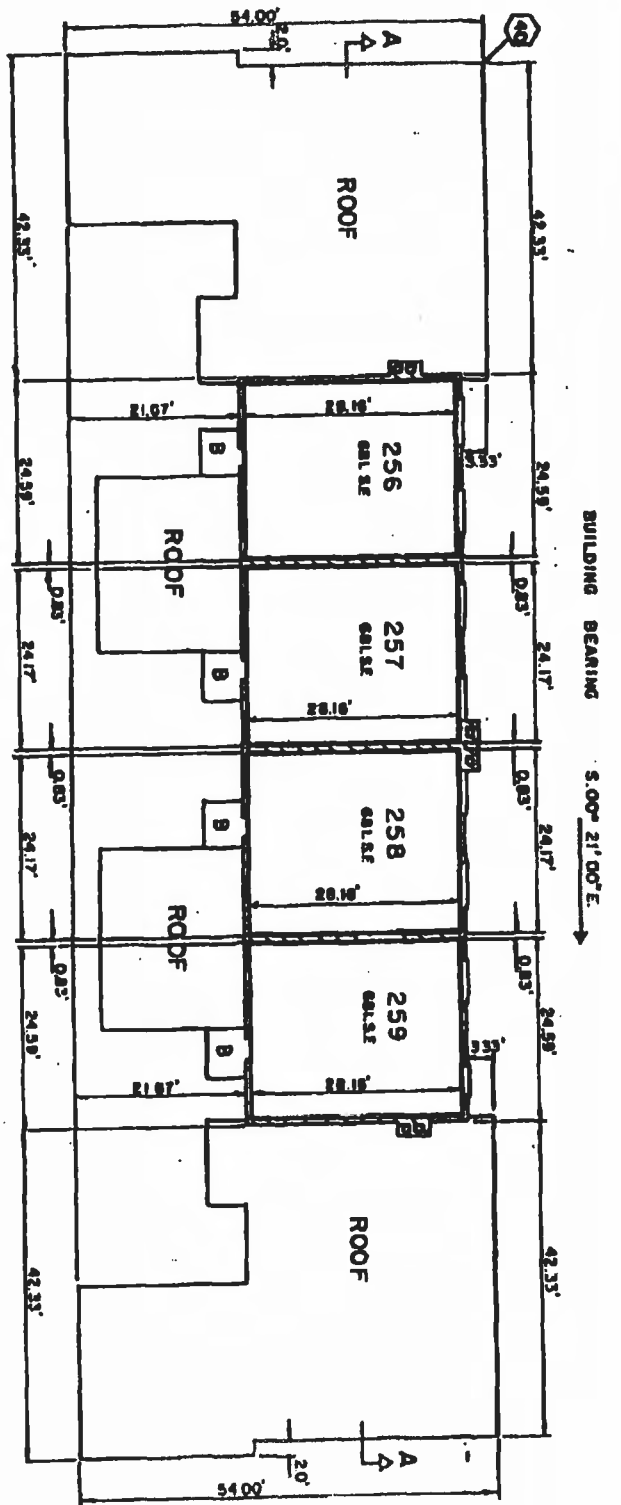
SCALE: 1/8" = 1'-0"

JANUARY 23, 1991

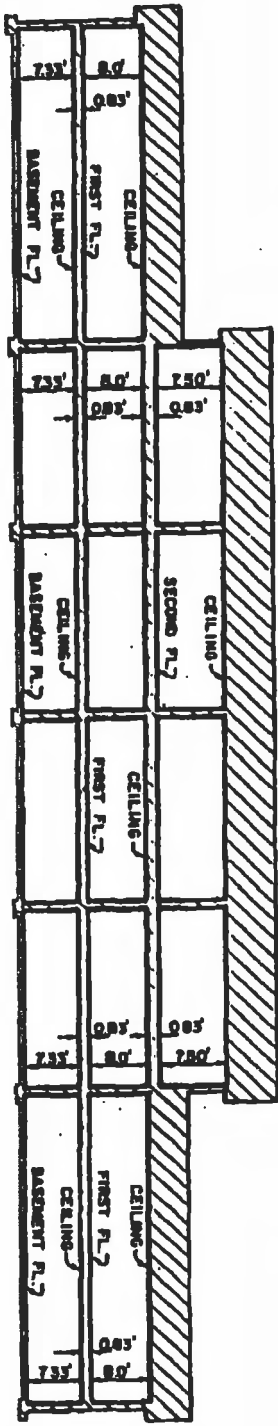
John Schult






REGISTERED PROFESSIONAL ENGINEER
REGISTERED LAND SURVEYOR
3170 N. 45TH AVE., SUITE 200
DENVER, COLORADO 80216
PHONE: 333-4717



SECOND FLOOR PLAN



SECTION A-A

-  GENERAL COMMON ELEMENT
 -  LIMITS OF OWNERSHIP
 -  COORDINATE POINT
- NOTE - ALL EXTERIOR SECOND FLOOR WALLS ARE 0'-4"
- 9 - BALCONY, LIMITED COMMON ELEMENT, 28 SL
- ROOF - GENERAL COMMON ELEMENT
- NOTE - ALL WALLS, FLOORS AND CEILINGS ARE AT RIGHT ANGLES TO EACH OTHER
- NOTE - FIRST FLOOR ELEVATION 602.80
US GS DATA

BUILDING 40

SCHULTZ ESTATES II

SCALE - 1/8" = 1'-0"

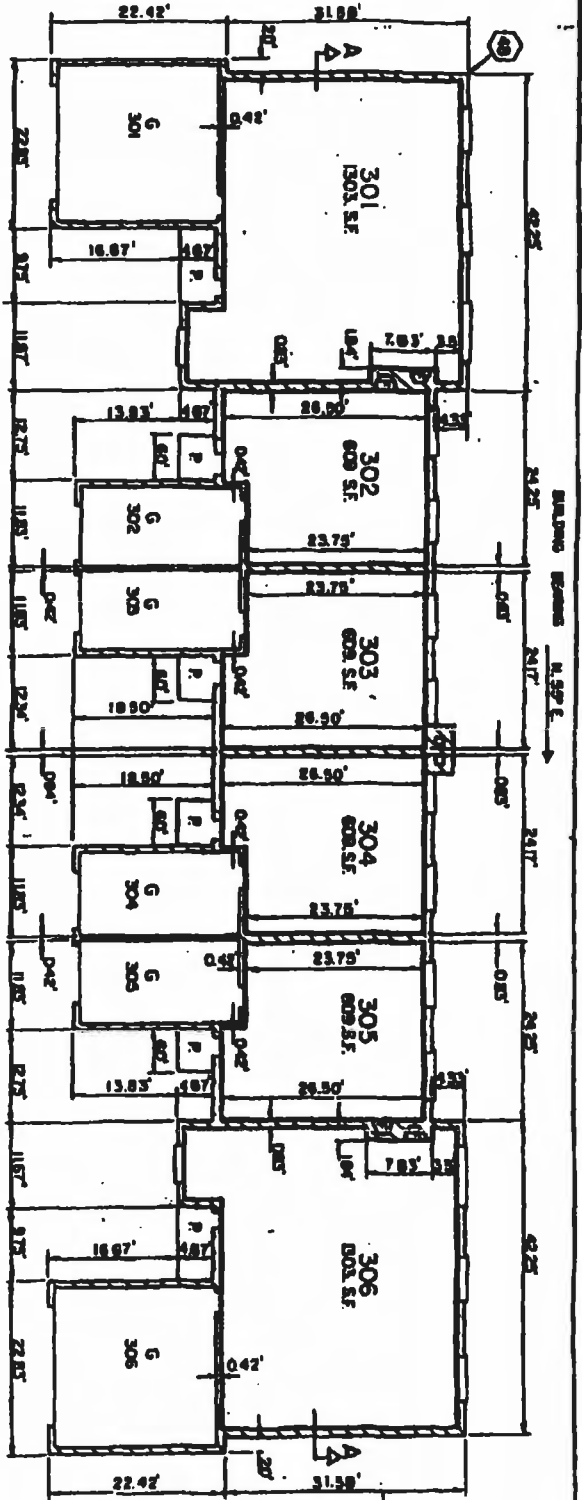
0' 6" 12"



JANUARY 28, 1991



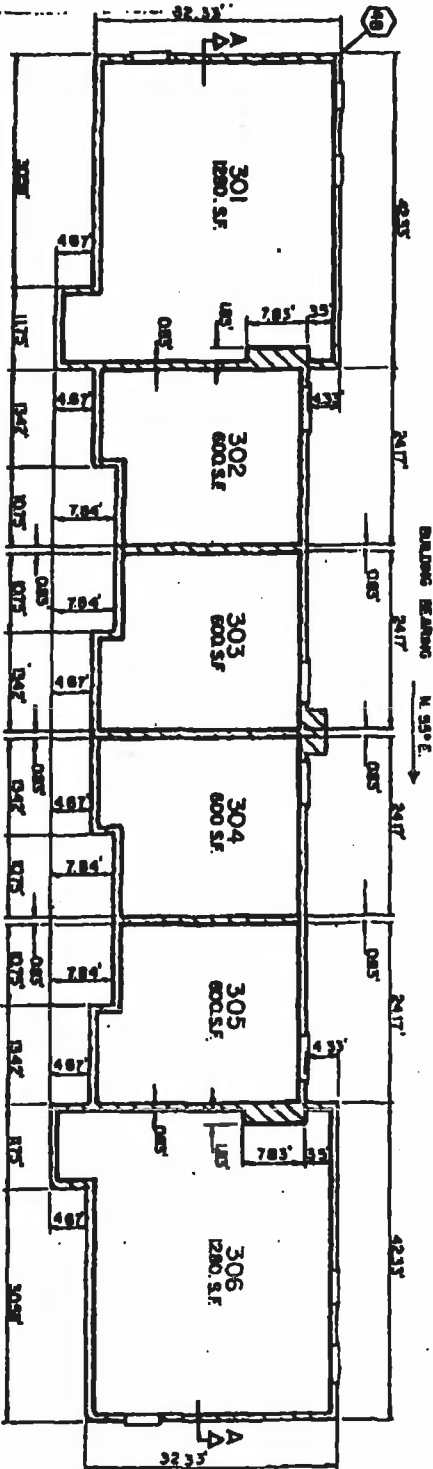
ROBERT SHAWATRA
REGISTERED LAND SURVEYOR
3704 HOLLY ROAD
MT CLEMENS, MICHIGAN
48043 PHONE 484-4111

FIRST FLOOR PLAN



 - LIMITS OF OWNERSHIP
 - COMMON ELEMENT
 NOTE: ALL EXTERIOR BASEMENT WALLS ARE OBS'
 NOTE: ALL EXTERIOR FIRST FLOOR WALLS ARE OTS'
 P - PORCH LIMITED COMMON ELEMENT
 P - FIRE PLACE CONSULTATION OWNERS LIMITED
 G - GARAGE LIMITED COMMON ELEMENT
 NOTE - ALL WALLS ARE AT RIGHT ANGLES TO EACH OTHER

BASEMENT PLAN



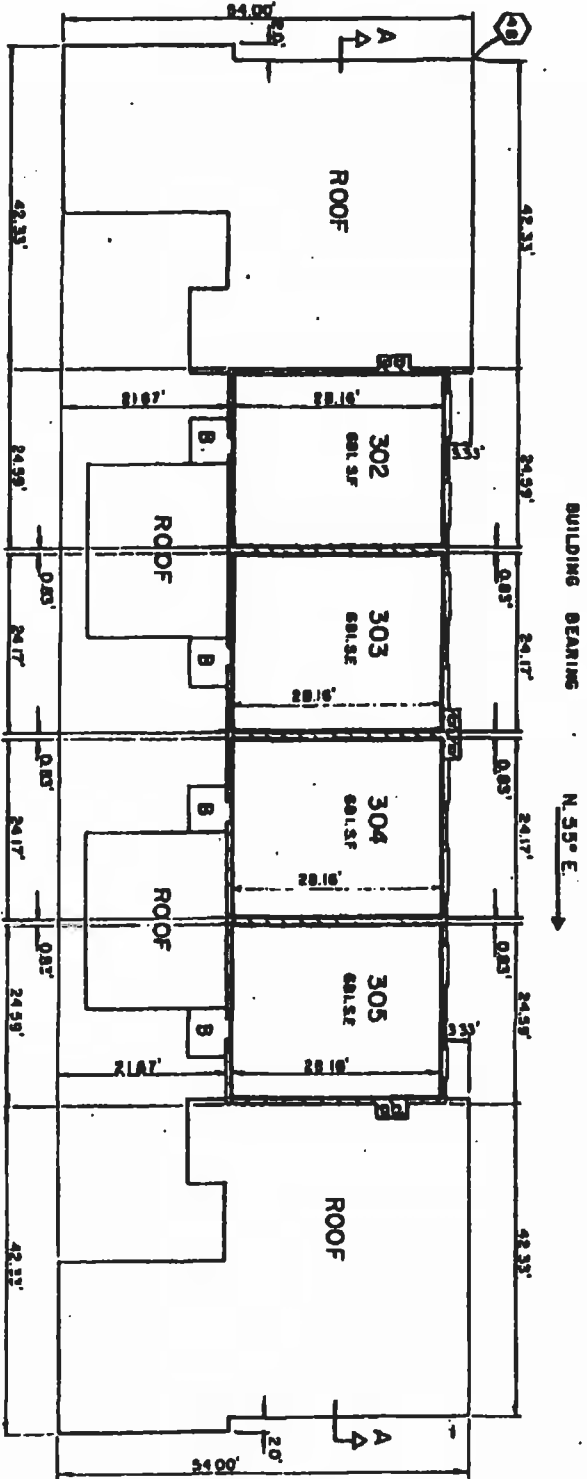
BUILDING 48



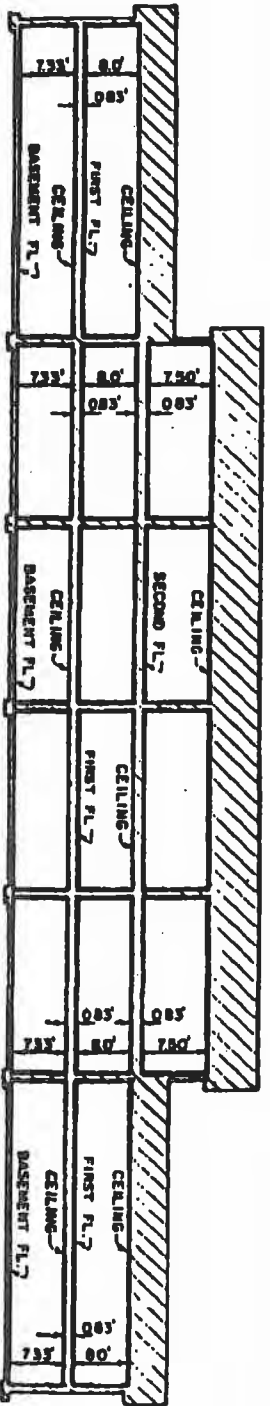
REGISTERED LAND SURVEYOR
 2700 N. HILL
 DALLAS, TEXAS 75204
 PHONE 498-4115

SCHULTZ ESTATES II

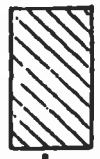
SCALE: 1/8" = 1'-0"
 0 5 10 15 20



SECOND FLOOR PLAN



SECTION A-A



NOTE - ALL EXTERIOR SECOND FLOOR WALLS ARE 0'-4"

B - BALCONY, LIMITED COMMON ELEMENT, 26 S.F.

ROOF - GENERAL COMMON ELEMENT.

NOTE - ALL WALLS, FLOORS AND CEILINGS ARE AT RIGHT ANGLES TO EACH OTHER

NOTE - FIRST FLOOR ELEVATION 80.330 U.S.G.S. DATA

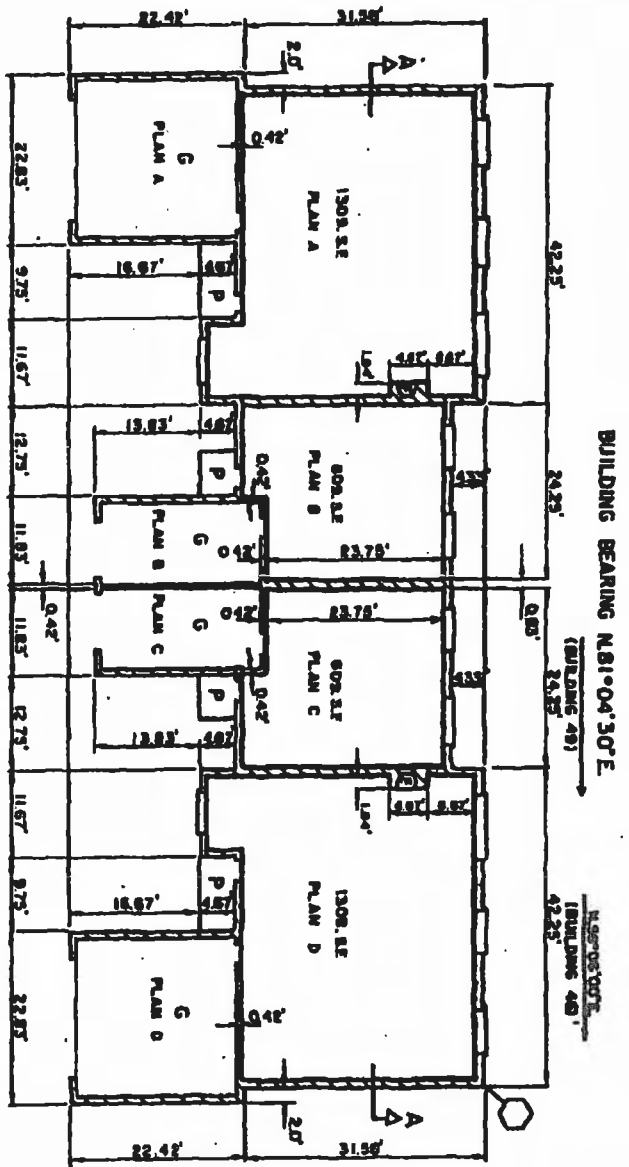
BUILDING 48



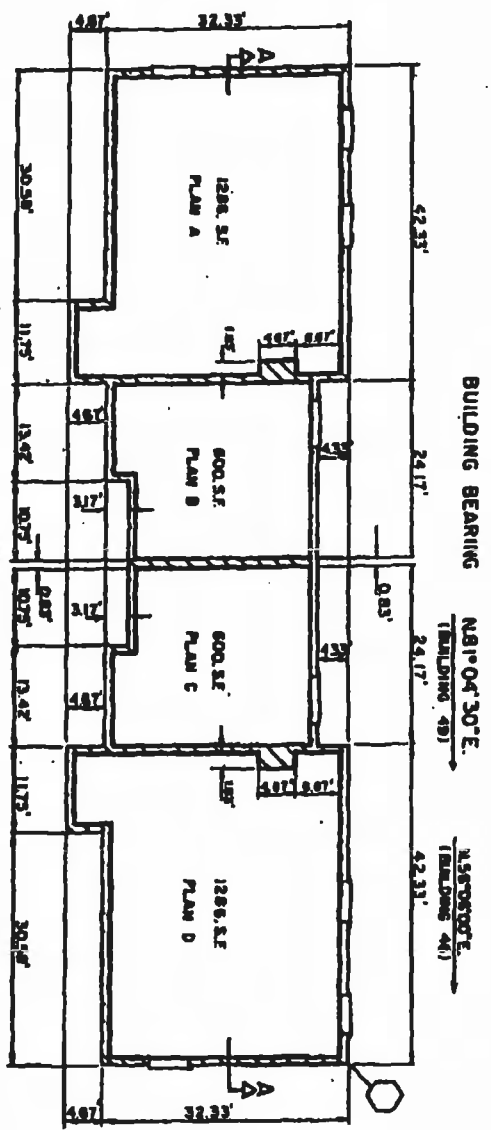
JANUARY 28, 1991

SCHULTZ ESTATES II
SCALE - 1/8" = 1'-0"

ROBERT B. MARAVITA
REGISTERED PROFESSIONAL ENGINEER
NO. 48043
STATE OF CALIFORNIA
P.O. BOX 486-8111
FREMONT, CALIF. 94538



FIRST FLOOR PLAN



BASEMENT PLAN



• GENERAL COMMON ELEMENT



• LIMITS OF OWNERSHIP



○ COORDINATE POINT

- NOTE - ALL EXTERIOR BASEMENT WALLS ARE 0.83'
- NOTE - ALL EXTERIOR FIRST FLOOR WALLS ARE 0.75'
- G - GARAGE, LIMITED COMMON ELEMENT
- P - PORCH, LIMITED COMMON ELEMENT
- F - FIREPLACE, COMBUSTION CHAMBER, LIMITED COMMON ELEMENT
- NOTE - ALL WALLS ARE AT RIGHT ANGLES TO EACH OTHER

SCHEDULE OF UNIT NUMBERS

BUILDING NUMBER	PLAN A	PLAN B	PLAN C	PLAN D
46	201	202	203	204
49	307	308	309	310

BUILDING 49,46

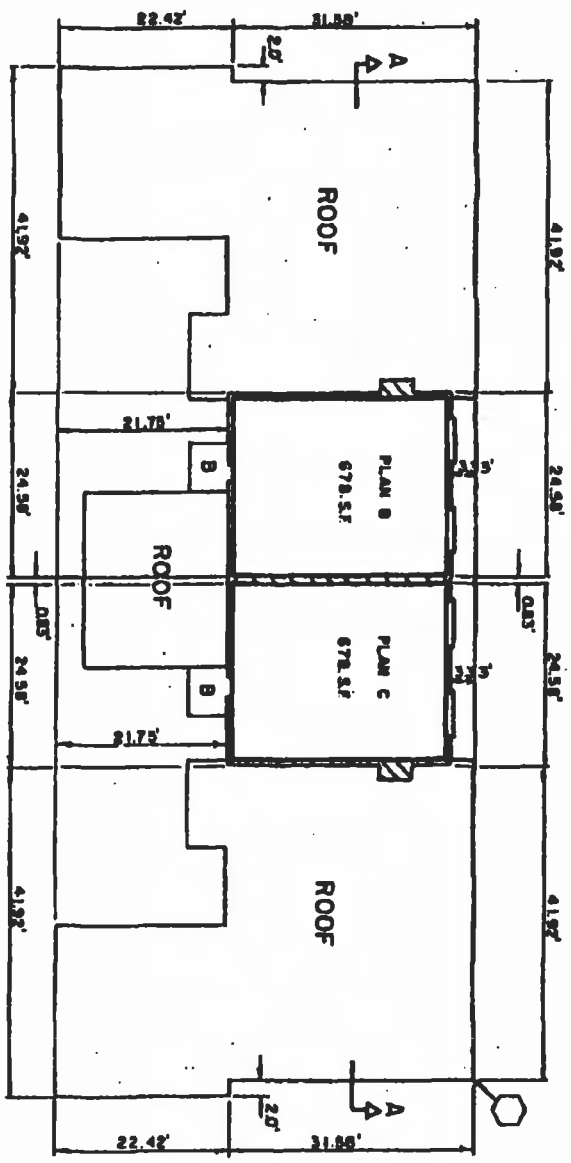


JANUARY 28, 1991

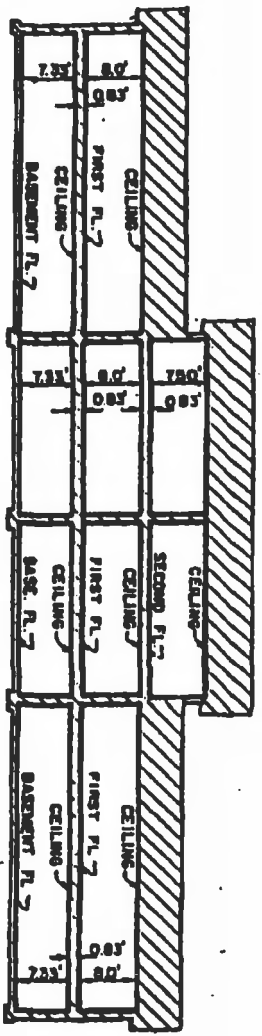
SCHULTZ ESTATES II
 9' 10' 3"

ROBERT SHAVARDA
 REGISTERED LAND SURVEYOR
 3704 25TH ST. N. #200
 MINNEAPOLIS, MN 55412
 PHONE: 468-4113

BUILDING BEARING N 81° 04' 30" E.
 BUILDING 48 ← N 89° 05' 00" E
 BUILDING 46 →



SECOND FLOOR PLAN



SECTION A-A

BUILDING NUMBER	SCHEDULE OF UNIT NUMBERS
46	281 282 283 284
48	307 308 309 310

- GENERAL COMMON ELEMENT
 - LIMITS OF OWNERSHIP
 - COORDINATE POINT
- NOTE • ALL EXTERIOR SECOND FLOOR WALLS ARE 0.42'
 B-BALCONY, LIMITED COMMON ELEMENT, 24' 50' FT
 ROD • GENERAL COMMON ELEMENT
 NOTE • ALL WALLS, FLOORS AND CEILINGS ARE AT RIGHT ANGLES TO EACH OTHER
 NOTE • FIRST FLOOR ELEVATION • 603 TO USGS DATA.
 (BUILDING 48)
 NOTE • FIRST FLOOR ELEVATION • 603.50 USGS DATA.
 (BUILDING 46)

BUILDING 49, 46

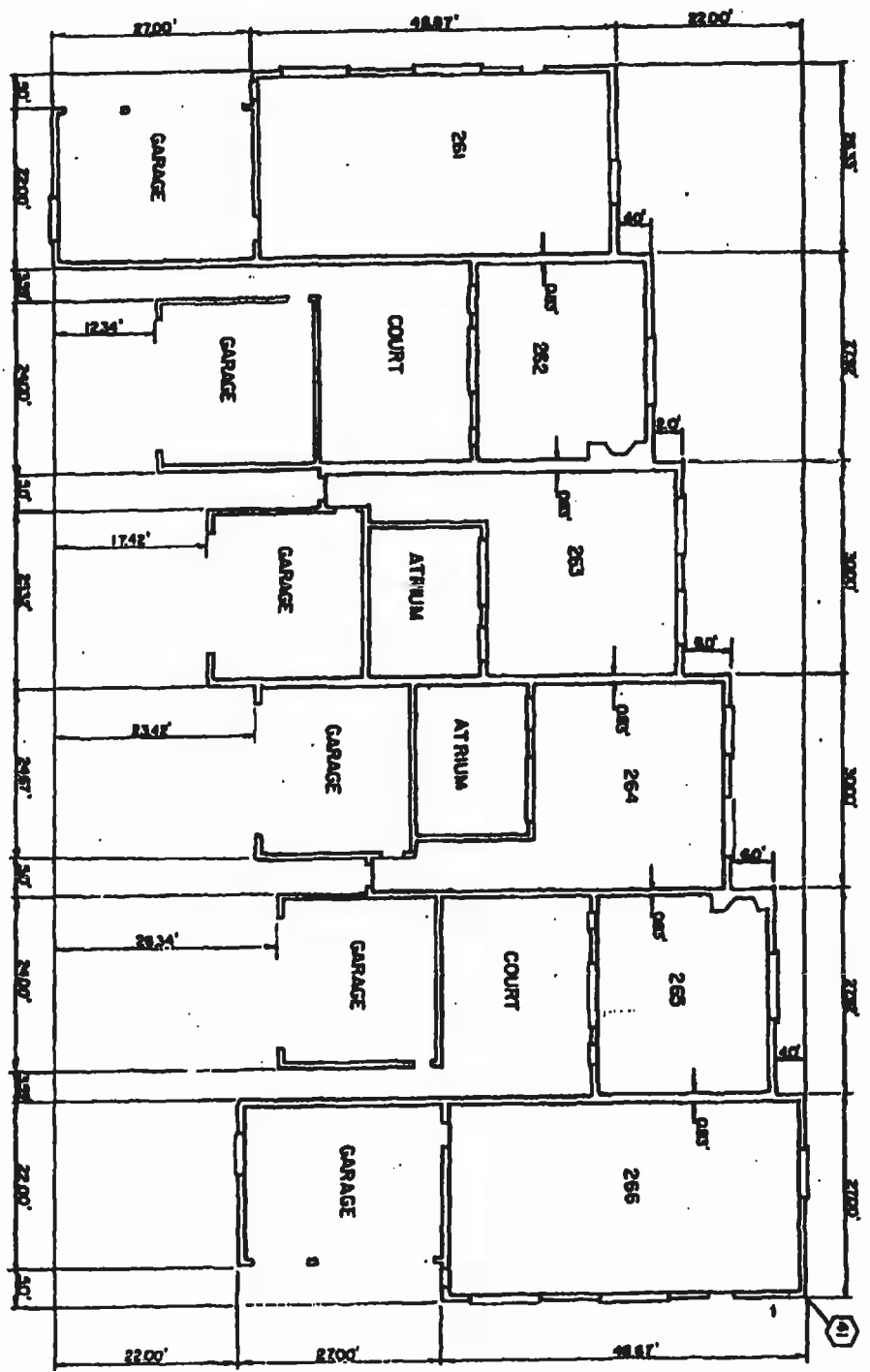
SCHULTZ ESTATES II
 SCALE: 1/8" = 1'-0"
 0' 0" 10' 20'

JANUARY 28, 1991



REGENT GRANITE
 REGISTERED
 3701 KILLY ROAD
 MT CLEMENS, MICHIGAN
 PHONE: 488-8113

PERIMETER PLAN BUILDING 41



BUILDING BEARING
330° 21' 00" E

NOTE: DIMENSIONS, SQ. FT., LIMITS OF OWNERSHIP GENERAL, AND LIMITED COMMON ELEMENTS OF RESIDENT, FIRST AND SECOND FLOOR PLANS, FOR THE ABOVE UNITS, SET THE FOLLOWING:

NOTE:

UNIT 261 SAME AS UNIT 270
 UNIT 262 SAME AS UNIT 270
 UNIT 263 SAME AS UNIT 281
 UNIT 264 SAME AS UNIT 282
 UNIT 265 SAME AS UNIT 283
 UNIT 266 SAME AS UNIT 284
 UNIT 270 THROUGH 284 ARE IN PLD'S 44
 UNITS 270 THROUGH 284 AND 50

○ COORDINATE POINT.

NOTE: FIRST FLOOR ELEVATION BUILDING 41: BOLD LINE DATA



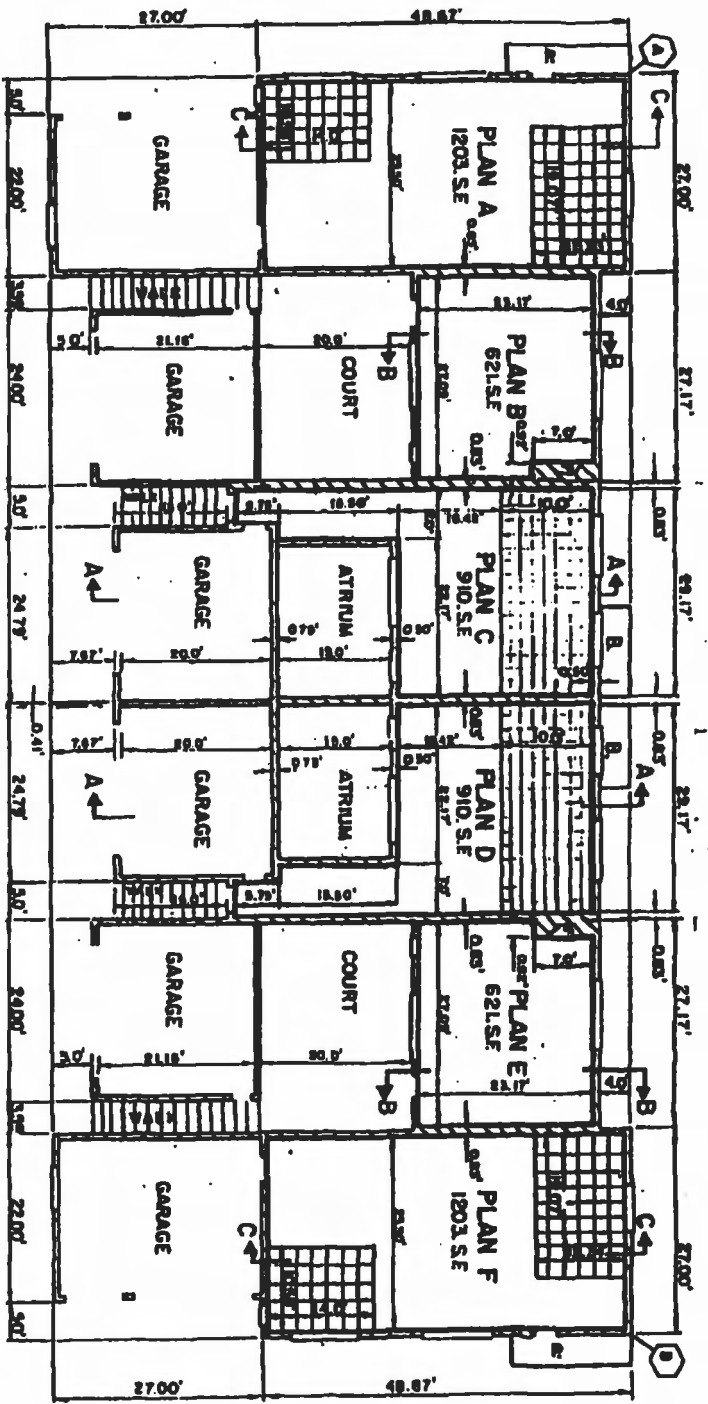
JANUARY 28, 1991

SCHULTZ ESTATES II

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

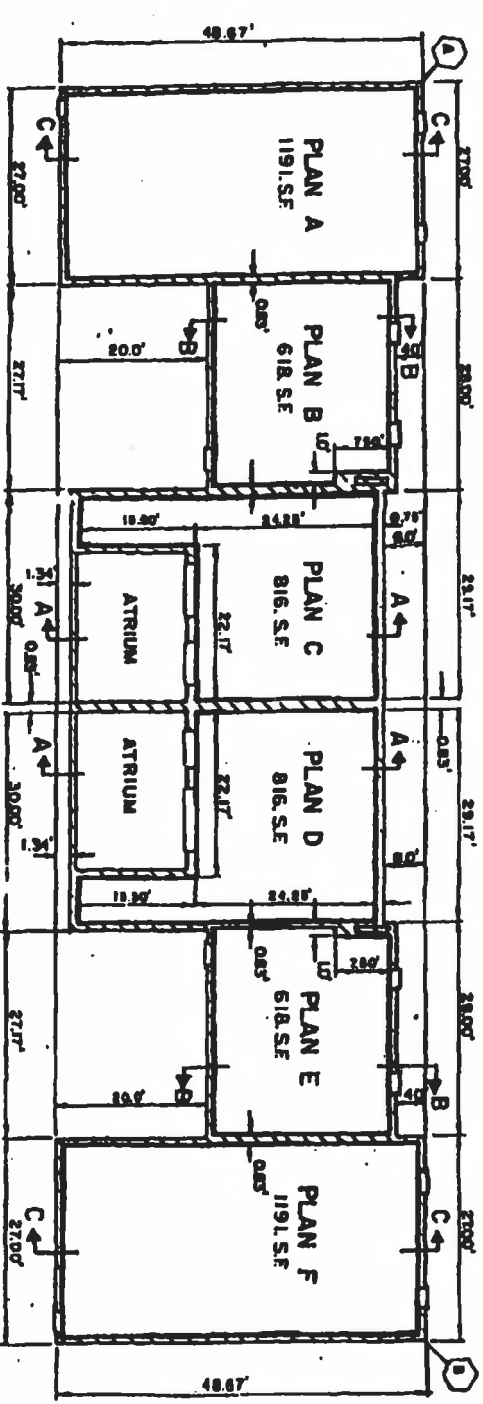
REGISTERED SURVEYOR
 STATE OF CALIFORNIA
 No. 12345
 1987 • 088-1111

NET: 47



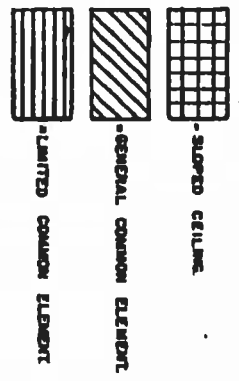
N. 39° 07' E.
BUILDING BEARING

FIRST FLOOR PLAN



N. 39° 07' E.
BUILDING BEARING

BASEMENT PLAN



○ LIMITS OF DIMENSIONSHIP

○ FIRE CONSTRUCTION CHAMBER, LIMITED COMMON ELEMENT.

NOTE - ALL WALLS ARE AT RIGHT ANGLES.

ALL EXTERIOR APARTMENT WALLS ARE 0.85' UNLESS OTHERWISE NOTED.

ALL EXTERIOR FIRST FLOOR WALLS ARE 0.75'.

ALL EXTERIOR GARAGE WALLS ARE 0.45' UNLESS OTHERWISE NOTED.

P-PORCH, LIMITED COMMON ELEMENT, 64 SF

B-BALCONY, LIMITED COMMON ELEMENT, 48 SF

NOTE - FOR CROSS SECTIONS, SEE SHEET 36.

COURT - LIMITED COMMON ELEMENT

ATRIUM - LIMITED COMMON ELEMENT

GARAGE - LIMITED COMMON ELEMENT

NOTE - FOR COORDINATES, SEE SITE PLAN.

NOTE - FOR APARTMENT NUMBERING, FLOOR ELEVATIONS, SEE SHEET 30.

BUILDING 25.44.

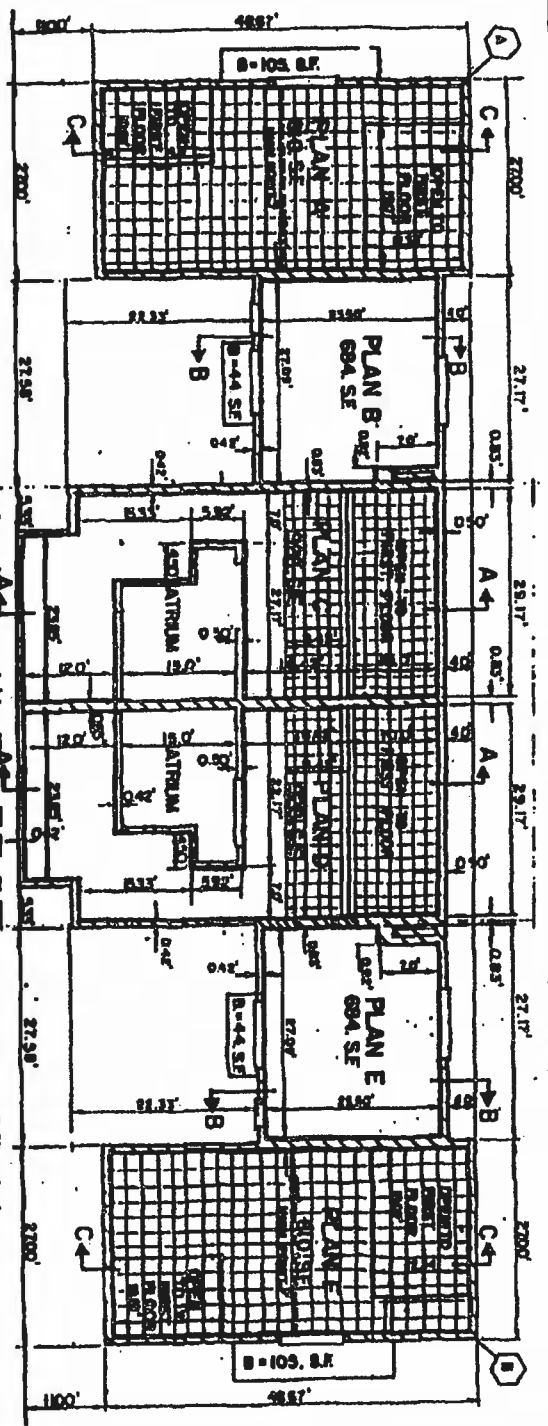
SCHULTZ ESTATES II
SCALE 1/8" = 1'-0"

PAUL W. SCHULTZ
REGISTERED LAND SURVEYOR
3708 S. HILL ROAD
N. GREENSBORO, N.C. 27407
PHONE (440-4111)



N. 32° 08' E.
BUILDING BEARING

SECOND FLOOR PLAN BUILDING 25, 44.



SCHEDULE OF UNIT NUMBERS

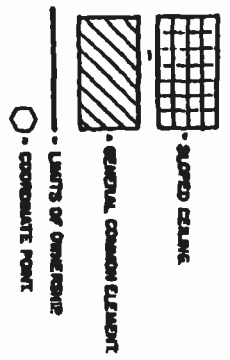
BLDG. NO.	FLR.	UNIT NO.	UNIT NO.	UNIT NO.	UNIT NO.	UNIT NO.	UNIT NO.
25	A	250	251	252	253	254	255
44	A	270	271	272	273	274	275

SCHEDULE OF SHARING COORDINATES

BLDG. NO.	FLR.	COORDINATES	SHARING
25	A	3300.23	3300.1800'E
44	A	3300.23	3300.22 N. 32° 08' E.

SCHEDULE OF FIRST FLOOR ELEVATION ON VARIOUS DATA

BLDG. NO.	FLR.	FLR.	FLR.	FLR.	FLR.	FLR.
25	A	604.0723	604.0723	604.0723	604.0723	604.0723
44	A	604.0723	604.0723	604.0723	604.0723	604.0723



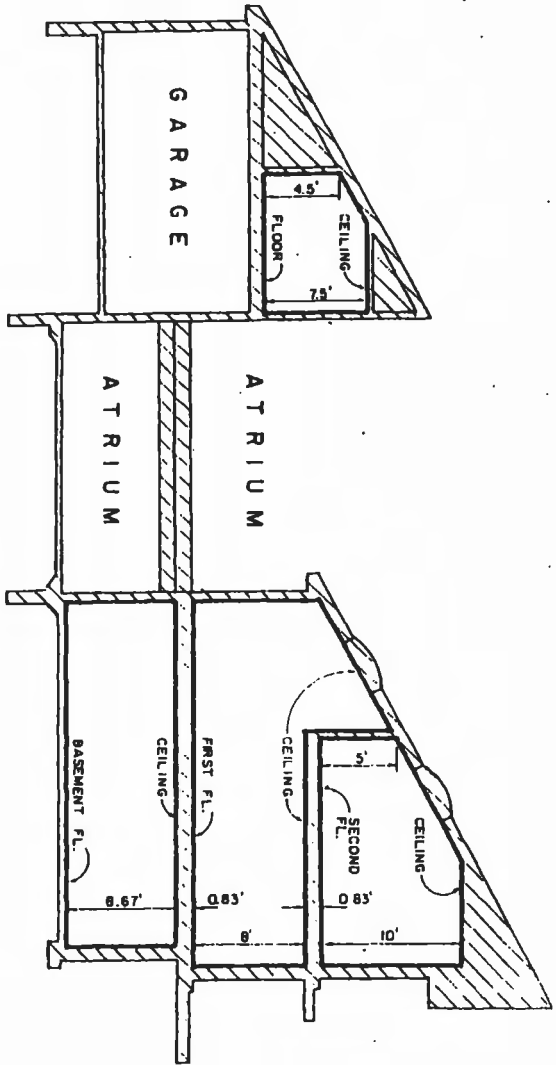
NOTE - ALL WALLS ARE AT RIGHT ANGLES.
 B - BALCONY LIMITED COMMON ELEMENT
 NOTE - ALL EXTERIOR WALLS ARE 0.75' THICK UNLESS OTHERWISE NOTED
 NOTE - FOR CROSS SECTIONS SEE SHEET 28
 ATRIUM - LIMITED COMMON ELEMENT.
 NOTE - FOR COORDINATES, SEE SITE PLAN

SCHULTZ ESTATES II

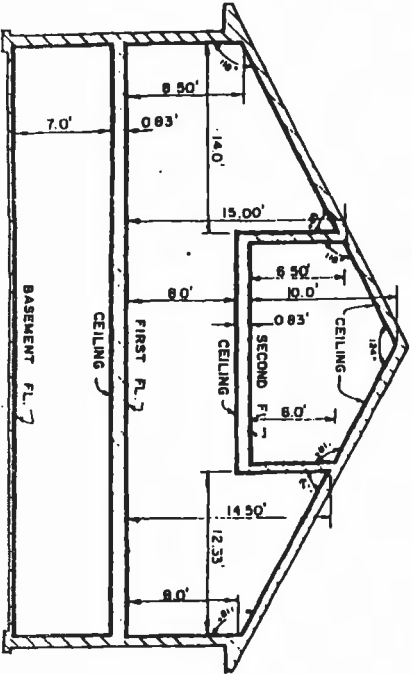
JANUARY 29, 1991



RESIDENT DEVELOPER
 SCHULTZ ESTATES II
 4804 E. 12TH AVE.
 ANN ARBOR, MICHIGAN 48106
 PHONE: 469-1175



SECTION A-A



SECTION C-C



GENERAL COMMON ELEMENT

LIMITS OF OWNERSHIP

NOTE: OWNERSHIP LINES ARE 90° TO EACH OTHER, UNLESS OTHERWISE NOTED.

GARAGE - LIMITED COMMON ELEMENT.

ATRIUM - LIMITED COMMON ELEMENT.

BUILDING 28

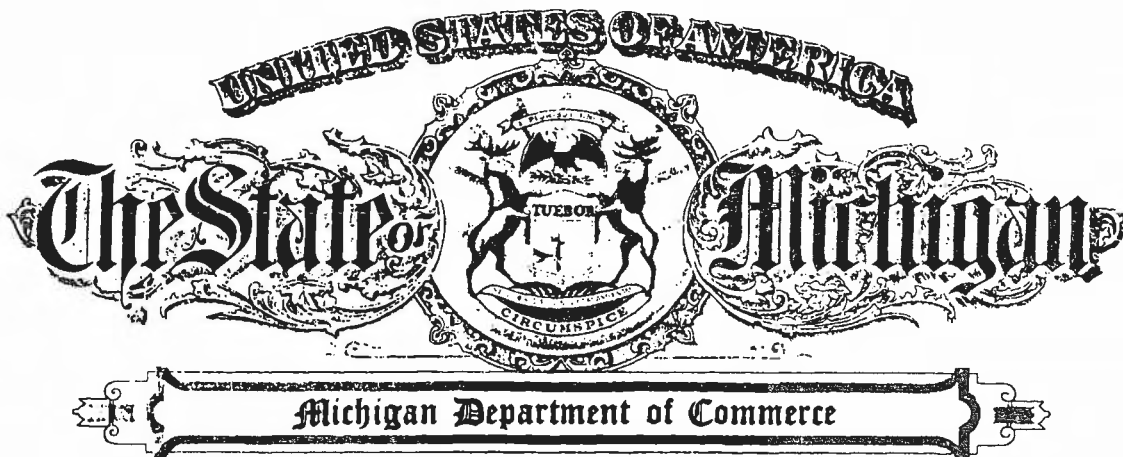


AMENDED
MARCH 26, 1993

Robert Shumaker

SCHULTZ ESTATES II
SCALE: 1/4" = 1'-0"
0 4 8 16'

ROBERT SHUMAKER
REGISTERED PROFESSIONAL ENGINEER
3704 KELLY ROAD
M.T. CLEMENS, MICHIGAN
PHONE-488-6113



Lansing, Michigan

To All To Whom These Presents Shall Come:

*I, Richard K. Helmbrecht, Director, Michigan Department of Commerce,
Do Hereby Certify That Articles of Incorporation of _____*

SCHULTZ ESTATES II ASSOCIATION

*were duly filed in this office on the 22nd day of November, 19 77,
in conformity with Act 284, Public Acts of 1972, as amended, and Act 327, Public
Acts of 1931, as amended.*

*In testimony whereof, I have hereunto set my
hand and affixed the Seal of the Department,
in the City of Lansing, this 22nd day
of November, 19 77.*

Richard K. Helmbrecht
Director

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, and Act No. 284 of the Public Acts of 1972, as follows:

ARTICLE I

The name of the corporation is Schultz Estates II 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 Schultz Estates II, 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 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 land 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: 521 Shelden Road, Grosse Pointe Shores, Macomb County, Michigan. Post office address of the first registered office is: 521 Shelden Road, Grosse Pointe Shores, Michigan 48236.

ARTICLE IV

The name of the first resident agent is: Edward Schultz.

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:

Essel W. Bailey, Jr., 35th Floor, 400 Renaissance Center, Detroit, Michigan 48243

William T. Myers, 35th Floor, 400 Renaissance Center, Detroit, Michigan 48243

George J. Mager, Jr., 35th Floor, 400 Renaissance Center, Detroit, Michigan 48243

ARTICLE VII

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

Edward Schultz, 521 Shelden Rd., Grosse Pointe Shores, Michigan 48236

Thomas Schultz, 521 Shelden Rd., Grosse Pointe Shores, Michigan 48236

Jeanette J. Walz, 521 Shelden Rd., Grosse Pointe Shores, Michigan 48236

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-co-owner 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.

REC'D FEB 16 2007 J. J. Jm

7025132
LIBER 18514 PAGE 891



02/20/2007 09:41:39 A.M.
MACOMB COUNTY, MI SEAL
CARMELLA SABAUGH, REGISTER OF DEEDS

THIRD AMENDMENT TO
CONSOLIDATING MASTER DEED OF
SCHULTZ ESTATES II

SCHULTZ ESTATES II ASSOCIATION, a Michigan non-profit corporation, whose address is c/o 42822 Garfield Road, Suite 105, Clinton Township, MI 48038, being the Association responsible for the management, maintenance, operation and administration of the affairs of SCHULTZ ESTATES II, a condominium project pursuant to the Consolidating Master Deed thereof recorded on July 23, 1991, Liber 5156, Pages 434 through 514, First Amendment recorded in Liber 5849, Pages 786 through 797, and Second Amendment recorded in 9839, Pages 222 through 269, Macomb County Records, and known as Macomb County Condominium Subdivision Plan No. 115, amends said Consolidating Master Deed and Exhibit B of the Consolidating Master Deed, being the Condominium Bylaws, in the following manner, pursuant to the authority contained in Article XV, thereof:

The following Article IV C.(12) of the Master Deed replaces and supersedes the original Article IV C.(12), which original section will be of no further force and effect:

- (12) Unit Windows, Doors, Storm Windows and Storm Doors, Screen Windows and Screen Doors, Doorwalls, Skylights, Window Green Houses. The costs of maintenance, repair and replacement of all Unit windows, doors, storm windows and storm doors, screen windows and screen doors, doorwalls, skylights and window green houses referenced in Article IV.B.(15) hereinabove shall be borne by the Co-owner of the Unit to which such Limited Common Elements are appurtenant, including, without limitation, felt strips, seals and weather stripping around and at the bottom of all doors, windows, storm windows and storm doors, screen windows and screen doors, doorwalls, and garage doors, and for hinges locks, latches and all door and window hardware. The Association shall bear the responsibility for the costs of replacement of these items caused by the building structure. The style and color of each window, door, storm window and storm door, screen window and screen door, doorwall, skylight and window green house, described herein shall be subject to the prior express written approval of the Board of Directors of the Association, pursuant to the provisions of Article VI, Section 3 of the Amended and Restated Bylaws (Exhibit "A" hereto).

The following Article IV, Section 1.(a) of the Condominium Bylaws replaces and supersedes the original Article IV, Section 1.(a), which original section will be of no further force and effect:

- (a) Responsibilities of Association and of Co-owners. All such insurance shall be purchased by the Association for the benefit of the Association, and the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners. Each Co-owners shall obtain and maintain adequate H06 insurance coverage or comparable at the Co-owner's own expense upon the Co-owner's Condominium Unit and personal property and upon the Co-owner's personal liability as set forth in this subsection. Such insurance shall provide a minimum of \$50,000.00 in dwelling damage coverage. This minimal amount may be adjusted by the Board of Directors to allow for inflation adjustments. Notwithstanding anything contained in the Condominium Documents or in the Association's or Co-owner's insurance policy to the contrary, the Co-owner's insurance shall be primarily responsible for all loss or damage to the fullest extent of its coverage. In the event a Co-owner fails to maintain the required coverage, that Co-owner shall be responsible to the Association for any damage or loss it may incur. It shall be each Co-owner's responsibility to determine by personal investigation or from the Co-owner's own insurance advisor the nature and extent of insurance coverage adequate to recompense the Co-owner for foreseeable losses for the Co-owner's personal property and any additional fixtures, equipment and trim (as referred to in subsection (b) below) located within the Co-owner's Unit or elsewhere on the Condominium and for the Co-owner's personal liability for occurrences within the Co-owner's Unit or upon Limited Common Elements appurtenant to the Co-owner's Unit and also for alternative living expense in the event of any circumstance, and the Association shall have absolutely no responsibility for obtaining such coverages. Each Co-owner shall file a copy of such insurance policy, or policies, including all endorsements thereon, or, in the Association's discretion, certificates of insurance or other satisfactory evidence of insurance, with the Association in order that the Association may be assured that such insurance coverage is in effect. The Association, as to all policies which it obtains, and all Co-owners, as to all

3w

policies which they obtain, shall use their best efforts to see that all property and liability insurance carried by the Association or any Co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association. 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.

The following Article V, Section 4. of the Condominium Bylaws replaces and supersedes the original Article V, Section 4., which original section will be of no further force and effect:

Section 4. Co-owner Responsibility for Repair. Each Co-owner shall be responsible for the reconstruction, repair and maintenance of the interior of the Co-owner's Unit, including, but not limited to, floor coverings, wall coverings, window shades, draperies, interior walls (but not any General Common Elements therein), interior trim, furniture, light fixtures and all appliances (including their hoses or other apparatuses), whether free-standing or built-in and all other internal installations. Each Co-owner shall be responsible for the maintenance, repair and replacement of windows, doors, doorwalls, skylights, garage doors and window green houses, including, without limitation, felt strips, seals and weather stripping around and at the bottom of all doors, windows, doorwalls and garage doors, and for hinges, locks, latches, and all door and window hardware and the Association shall bear the responsibility for the costs of replacement of these items caused by the building structure. In the event that damage to interior walls within a Co-owner's Unit, or to pipes, wire, conduits, ducts or other Common Elements therein, or to any fixtures, equipment and trim which are standard items within a Unit is covered by insurance held by the Association, then the reconstruction or repair shall be the responsibility of the Association in accordance with Section 5 of this Article V. If any other interior portion of a Unit is covered by insurance held by the Association for the benefit of the Co-owner, the Co-owner shall be entitled to receive the proceeds of insurance relative thereto and if there is a mortgagee endorsement, the proceeds shall be payable to the Co-owner and the mortgagee jointly. In the event damage to a Co-owner's Unit 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. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

The following Article V, Section 6. of the Condominium Bylaws replaces and supersedes the original Article V, Section 6., which original section will be of no further force and effect:

Section 6. Timely Reconstruction and Repair. If damage to Common Elements or a Unit adversely affects the appearance of the Condominium, the Association or Co-owner responsible for the reconstruction, repair and maintenance thereof shall proceed with any complete replacement of the damaged property without delay, and shall complete such replacement within a reasonable time after the date of occurrence which caused damage to the property.

The following Article VI, Section 1. of the Condominium Bylaws replaces and supersedes the original Article VI, Section 1., which original section will be of no further force and effect:

Section 1. Residential Use. No Unit in the Condominium shall be used for other than residential purposes and the Common Elements shall only be used for purposes consistent with those set forth in this Section 1. No more than two (2) persons per bedroom, as the units were originally constructed, may occupy a unit in the Condominium. Timesharing and/or interval ownership is prohibited. No residential Unit shall be used for commercial or business offices; provided, however, that this shall not be deemed to ban a Co-owner from operating a home-based business which does not have any on-site employees other than Unit residents, does not produce odors, noises, or other affects noticeable outside of the Unit, and does not involve the manufacture of goods or sale of goods from inventory. The Association may also provide a Unit or a Common Element to be used by a janitor, or resident manager, as the case may be. The provisions of this Section shall not be construed to prohibit a Co-owner from maintaining a personal professional library, keeping personal, professional or business records or handling personal business or professional telephone calls in that Co-owner's Unit.

The following Article XVIII, Section 1.(b) of the Condominium Bylaws replaces and supersedes the original Article XVIII, Section 1.(b), which original section will be of no further force and effect:

(b) Recovery of Costs. In the event of a default of the Condominium Documents by a Co-owner, lessee, tenant, non-co-owner resident and/or guest, the Association shall be entitled to recover from the Co-owner, lessee, tenant, non-co-owner resident and/or guest, the pre-litigation costs and attorney fees incurred in obtaining

their compliance with the Condominium Documents. In any proceeding arising because of an alleged default by any Co-owner, lessee, tenant, non-co-owner resident and/or guest, the Association, if successful, shall be entitled to recover the costs of the proceeding and its actual attorney fees incurred, (not limited to statutory fees), but in no event shall any Co-owner be entitled to recover such attorney fees. The Association, if successful, shall also be entitled to recoup the costs and attorney's fees incurred in defending any claim, counterclaim or other matter from the Co-owner asserting the claim, counterclaim or other matter.

This Amendment is based upon the consent of more than sixty-six and 2/3rds (66-2/3rds) percent of all the co-owners of units in the Condominium. Copies of the consents of said co-owners are on file with the Association, as required by MCLA 559.190a(8). Except as amended hereby, said Consolidating Master Deed shall remain in full force and effect.

IN WITNESS WHEREOF, the Association has caused this Third Amendment to the Consolidating Master Deed to be executed this 9th day of FEBRUARY, 2007.

SCHULTZ ESTATES II ASSOCIATION,
a Michigan Non-Profit corporation

[Signature]
By: L. LYNN L. PERRES - PORCHIA
As: President

STATE OF MICHIGAN)
) ss
COUNTY OF MACOMB)

On this 9th day of FEBRUARY, 2007, the foregoing Third Amendment to the Consolidating Master Deed was acknowledged before me by L. LYNN L. PERRES - PORCHIA, President of SCHULTZ ESTATES II ASSOCIATION, a Michigan Non-Profit Corporation, on behalf of and by authority of the Corporation.

DRAFTED BY/RETURN TO:
Wayne G. Wegner, Esq.
23201 Jefferson Avenue
St. Clair Shores, MI 48080
(586) 773-1800

[Signature]
ST. CLAIR COUNTY
Notary Public, Macomb County, MI
Acting in Macomb County
My Commission Expires:

ROBERT JOHN DIERICK
NOTARY PUBLIC, STATE OF MI
COUNTY OF ST. CLAIR
MY COMMISSION EXPIRES NOV 28, 2008
ACTING IN COUNTY OF MACOMB

175319
LIBER 9439 PAGE 222
10/20/2000 03:28:45 P.M.
MACOMB COUNTY, MI
CARRELLA SARGENT, REG/DEEDS

SCHULTZ ESTATES II

SECOND AMENDMENT TO CONSOLIDATING MASTER DEED

Schultz Estates II Association, a Michigan Nonprofit Corporation, incorporated to manage and administer the affairs of and to maintain Schultz Estates II Condominium, a Condominium Project established pursuant to the Consolidating Master Deed thereof, recorded in Liber 5156, Pages 434 through 514, inclusive, as amended by First Amendment to Master Deed recorded in Liber 5849, Pages 786 through 797, inclusive, as amended, Macomb County Records and described as Macomb County Condominium Subdivision Plan No. 115, hereby amends and restates the Condominium Bylaws attached to the Master Deed of Schultz Estates II Condominium, pursuant to the authority reserved to the Association to so amend in Article VIII, Sections 3 and 5, of the Condominium Bylaws, being Exhibit "A" to the Consolidating Master Deed of Schultz Estates II Condominium. Said Condominium Bylaws, being Exhibit "A" to the Consolidating Master Deed of Schultz Estates II Condominium, are hereby amended and restated as per the attached sheets. This Amendment is based upon an affirmative vote of more than sixty-six and two-thirds (66 2/3%) percent of the co-owners and mortgagees whose consents are on file with the Association.

Further, Schultz Estates II Association, a Michigan Nonprofit Corporation, hereby amends the Consolidating Master deed of Schultz Estates II, pursuant to the authority reserved in Article VII of said Consolidated Master Deed. Said Consolidated Master Deed is amended in the following manner:

1. Amended Article IV, A(2) and A(7), B(15) and (16), C(8), (12) and (13) of said Consolidated Master Deed of Schultz Estates II as set forth below, shall, upon recordation in the office of the Macomb County Register of Deeds of this Amendment, replace and supersede Article IV, A(2) and A(7), B(15) and (16), C(8), (12) and (13) of said Consolidated Master Deed.

Second Amendment to Consolidated Master Deed 1

(48)
10/1/00

AMENDED ARTICLE IV, A(2) and A(7), B(15) and (16), C(8), (12) and (13) of said
CONSOLIDATED MASTER DEED OF SCHULTZ ESTATES II

ARTICLE IV
COMMON ELEMENTS

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

A. The General Common Elements are:

- (2) Electricity. The electrical wiring network throughout the project, including that contained within Unit walls, up to the point of connection with electrical fixtures within any Unit.

- (7) Construction. The foundations, supporting columns, Unit perimeter walls (excluding windows and doors), roofs, ceilings and floor construction between Unit levels and chimneys of the Project as described in the Plans attached hereto as Exhibit "B";

B. The Limited Common Elements are:

- (15) Unit Windows, Doors, Storm Windows and Storm Doors, Screen Windows and Screen Doors, Doorwalls, Skylights and Window Green Houses. Unit windows, doors, storm windows and storm doors, screen windows and screen doors, doorwalls, skylights, and window green houses, shall be limited in use to the Co-owners of Units which they service.

- (16) Garage Doors, Garage Door Openers and Garage Floors. Garage doors, garage door openers and garage floors shall be limited in use to the Co-owners of Units which they service.

C. The respective responsibilities for the maintenance, decoration, repair and

replacement of the Common Elements are as follows:

...

- (8) Atriums. The costs of maintenance, repair and replacement of each atrium described in Article IV.B.(12) hereinabove shall be borne by the Co-owner of the Unit to which such Limited Common Element is appurtenant, except that the Association shall bear the responsibility for the costs of maintenance, repair and replacement of the atrium perimeter walls, only.

...

- (12) Unit Windows, Doors, Storm Windows and Storm Doors, Screen Windows and Screen Doors, Doorwalls, Skylights, Window Green Houses. The costs of maintenance and repair of all Unit windows, doors, storm windows and storm doors, screen windows and screen doors, doorwalls, skylights and window green houses referenced in Article IV.B.(15) hereinabove shall be borne by the Co-owner of the Unit to which such Limited Common Elements are appurtenant, including, without limitation, felt strips, seals and weather stripping around and at the bottom of all doors, windows, storm windows and storm doors, screen windows and screen doors, doorwalls, and garage doors, and for hinges locks, latches, and all door and window hardware which call for occasional replacement. The Association shall bear responsibility for the costs of replacement due to structural damage or failure of the components thereof if they become unuseable, unless such damage or failure is due to Co-owner fault or failure to maintain. The style and color of each window, door, storm window and storm door, screen window and screen door, doorwall, skylight and window green house, described herein shall be subject to the prior express written approval of the Board of Directors of the Association, pursuant to the provisions of Article VI, Section 3 of the Amended and Restated Bylaws (Exhibit "A" hereto).
- (13) Garage Doors, Garage Door Openers and Garage Floors. The costs of maintenance, repair and replacement of the garage door, garage door opener and garage floor shall be borne by the Co-owner of the Unit to which said garage is appurtenant; except that the Association shall bear responsibility for costs of replacement of the bottom panel, only (if said door is a panel garage door), of the garage door damaged due to snow or ice build up.

2. Amended Article V of said Consolidated Master Deed of Schultz Estates II as set forth below, shall, upon recordation in the office of the Macomb County Register of Deeds of this Amendment, be expanded to add a subparagraph D to said Consolidated Master Deed.

EXPANDED ARTICLE V of said CONSOLIDATED MASTER DEED OF SCHULTZ ESTATES II

ARTICLE V
APARTMENT DESCRIPTION AND PERCENTAGE OF VALUE

- D. Relocation of Boundaries of Adjoining Units by Co-owners. Boundaries between adjoining Condominium Units may be relocated at the request of the Co-owners of such adjoining Condominium Units and upon approval of the affected mortgagees of these Units. Upon written application of the Co-owners of the adjoining Condominium Units, and upon the approval of said affected mortgagees, the Board of Directors of the Association shall forthwith prepare and execute an amendment to the Consolidating Master Deed duly relocating the boundaries pursuant to the Condominium Documents and the Act. Such an amendment to the Consolidating Master Deed shall identify the Condominium Units involved and shall state that the boundaries between those Condominium Units are being relocated by agreement of the Co-owners thereof and such amendment shall contain the conveyance between those Co-owners. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such amendment of this Consolidating Master Deed to effectuate the foregoing. All such interested persons irrevocably appoint the Association, through its Board of Directors, as agent and attorney for the purpose of execution of such amendment to the Consolidating Master Deed and all other documents necessary to effectuate the foregoing. Such amendment may be effected without the necessity of re-recording an entire Consolidating Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Consolidating Master Deed and the Exhibits hereto. The amendment shall be delivered to the Co-owners of the Condominium Units involved upon payment by them of all reasonable costs for the preparation and recording thereof.

3. Amended Article VI, of said Consolidated Master Deed of Schultz Estates II as set forth below, shall, upon recordation in the office of the Macomb County Register of Deeds of this Amendment, be expanded to add Paragraphs C., D., E., F., and G. to said

AMENDED ARTICLE VI of said CONSOLIDATED MASTER DEED OF SCHULTZ
ESTATES II

ARTICLE VI
EASEMENTS

- C. Reservation of Right to Dedicate Public Right-of-Way Over Roadways. The Association shall have the right to dedicate to the public a right-of-way of such width as may be required by the local public authority over any or all of the roadways in Schultz Estates II shown as General Common Elements in the Condominium Subdivision Plan. Any such right-of-way dedication may be made by the Association without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Consolidating Master Deed and to the Condominium Subdivision Plan hereto, recorded in the Macomb County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Consolidating Master Deed to effectuate the foregoing right-of-way dedication.
- D. Reservation of Right to Grant Easements for Utilities. The Association shall have the right to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of the utilities to governmental agencies or to utility companies. Any such easement or transfer of title may be conveyed by the Association without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Consolidating Master Deed and to Exhibit "B" hereto, recorded in the Macomb County Register of Deeds. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Consolidating Master Deed as may be required to effectuate the foregoing grant of easement or transfer of title.
- E. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors, shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under, and across the Condominium Premises for utility purposes, access

purposes or other lawful purposes as may be necessary for the benefit of the Condominium.

- F. Association Easements for Maintenance, Repair and Replacement. The Association and all public or private utilities shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration, replacement or upkeep which they or any of them are required or permitted to perform under the Condominium Documents or by law or to respond to any emergency or common need of the Condominium. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to air conditioning compressors, water meters, sprinkler controls and valves, sump pumps and other Common Elements located within any Unit or its appurtenant Limited Common Elements. The Association shall not be liable to the owner of any Unit or any other person, in trespass or in any other form of action, for the exercise of rights pursuant to the provisions of this Section or any other provision of the Condominium Documents which grant such easements, rights of entry or other means of access. Failure of the Association to take any such action shall not be deemed a waiver of the Association's right to take any such action at a future time. All costs incurred by the Association in performing any responsibilities which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his instalment of the annual assessment next falling due; further, the lien for nonpayment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action and foreclosure of the lien securing payment as provided for in Article II of the Amended and Restated Bylaws (Exhibit "A" hereto) and the Act.
- G. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, utility agreements, right-of-way agreements, access agreements and multi-Unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, antenna, multichannel multipoint distribution service and similar services (collectively "Telecommunications") to the Condominium or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of

Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any Federal, State or local law or ordinance. Any and all sums paid by any Telecommunications or any other company or entity in connection with such service, including fees, if any, for the privilege of installing same, or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium within the meaning of the Act and shall be paid over to and shall be the property of the Association.

4. Amended Article VII, A(1), (2) and (3) of said Consolidated Master Deed of Schultz Estates II as set forth below, shall, upon recordation in the office of the Macomb County Register of Deeds of this Amendment, replace and supersede Article VII, A(1), (2) and (3) of said Consolidated Master Deed.

AMENDED ARTICLE VII, A(1), (2) and (3) of said CONSOLIDATED MASTER DEED OF SCHULTZ ESTATES II


A. This Consolidating Master Deed and the Condominium Subdivision Plan (Exhibit "B" to said Consolidating Master Deed) may be amended with the consent of sixty-six and two-thirds percent (66-2/3%) of all of the Co-owners in number and in value, except as hereinafter set forth:

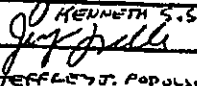
- (1) Modification of Units or Common Elements. No Unit dimension may be modified without the consent of the Co-owner or mortgagee of such Unit nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the Co-owner or mortgagee of any Unit to which the same are appurtenant.
- (2) Mortgagee Consent. Whenever a proposed amendment would materially alter or change the rights of mortgagees generally, then such amendment shall require the approval of sixty-six and two-thirds percent (66-2/3%) of all mortgagees of record, allowing one (1) vote for each mortgage held.
- (3) Change in Percentage of Value. The value of the vote of any Co-owner and corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee nor shall the percentage of value assigned to any Unit be modified without like consent, except as provided in Article V, Section 7(d) of the Amended and Restated Bylaws.

In all other respects, other than as hereinabove indicated, the Consolidating Master Deed of Schultz Estates II, as amended, including the Condominium Subdivision Plan respectively attached thereto as Exhibit "B", recorded and amended as aforesaid, is hereby ratified, confirmed and redeclared.

WITNESSES:

SCHULTZ ESTATES II ASSOCIATION
a Michigan Nonprofit Corporation



KENNETH S. STAMP, Notary Public


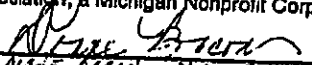
JEFFREY J. POPULSKI

By: 

Thomas L. Williams, its President

STATE OF MICHIGAN)
COUNTY OF OAKLAND) ss.

On this 26TH day of September, 2000, the foregoing Second Amendment to Consolidating Master Deed was acknowledged before me by Thomas L. Williams, President of Schultz Estates II Association, a Michigan Nonprofit Corporation, on behalf of said corporation.



JANE DRAIN, Notary Public
L'Ange County, Michigan
My Commission Expires: 9/31/2004

First Amendment to Master Deed
Drafted by:
ROBERT M. MEISNER, ESQ.
MEISNER & ASSOCIATES, P.C.
30200 Telegraph Road, Suite 467
Bingham Farms, Michigan 48025-4508
(248) 644-4433

RMATLDAmendSchultzEstSchultzAmendMIEnd

When recorded return to:
WAYNE G. WEGNER, ESQ.
WEGNER AND ASSOCIATES, P.C.
21308 Mack Avenue
Grosse Pointe Woods, MI 48236
(313) 884-7230

SCHULTZ ESTATES II
AMENDED AND RESTATED BYLAWS
(EXHIBIT "A" TO THE CONSOLIDATING MASTER DEED)

ARTICLE I
ASSOCIATION OF CO-OWNERS

Schultz Estates II, a residential Condominium located in the Township of Clinton, County of Macomb, State of Michigan, shall be administered by an Association of Co-owners which shall be a nonprofit corporation, hereinafter called the "Association", organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium in accordance with the Consolidating Master Deed, these Bylaws, the Articles of Incorporation, and duly adopted rules and regulations of the Association, and the laws of the State of Michigan. These Bylaws shall constitute both the Bylaws referred to in the Consolidating Master Deed and required by Section 3(8) of Act No. 59 of the Michigan Public Acts of 1978, as amended (hereinafter the "Act") and the Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Co-owner shall be a member of the Association and no other person or entity shall be entitled to membership. The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to the Co-owner's Unit in the Condominium. A Co-owner selling a Unit shall not be entitled to any refund whatsoever from the Association with respect to any reserve or other asset of the Association. The Association shall keep current copies of the Consolidating Master Deed, all amendments to the Consolidating Master Deed and other Condominium Documents for the Condominium available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Condominium. All Co-owners in the Condominium and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

ARTICLE II

ASSESSMENTS

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

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

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

(a) **Budget.** The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium, including a reasonable allowance for contingencies and reserves. Failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Co-owner's obligation to pay the allocable share of the common expenses as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget each Unit Co-owner shall continue to pay each monthly installment at the monthly rate established for the previous fiscal year until notified of the monthly payment which is due more than ten (10) days after such new annual or adjusted budget is adopted.

An adequate reserve fund for maintenance, repair and replacement of those Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular monthly payments as set forth in Section 3 below rather than by special assessments. At a minimum, the reserve fund shall be equal to ten (10%) percent of the Association's current annual budget on a noncumulative basis. Since the minimum standard required by this Section may prove to be inadequate for this particular Condominium, the Association of Co-owners should carefully analyze the Condominium to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. The funds contained in such reserve fund shall be used for major repairs and replacements of Common Elements.

The Board of Directors may establish such other reserve funds as it may deem appropriate from time to time.

Upon adoption of an annual budget by the Board of Directors, copies of said budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget, although the delivery of a copy of the budget to each Co-owner shall not affect the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time determine, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation, management, maintenance and capital repair of the Condominium, (2) to provide replacements of existing Common Elements, (3) to provide additions to the Common Elements not exceeding Five Thousand Dollars (\$5,000.00), in the aggregate, annually, or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional or special assessment or assessments without Co-owner approval as it shall deem to be necessary. The Board of Directors shall also have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 5 hereof. The discretionary authority of the Board of Directors to levy general, additional or special assessments pursuant to this subsection shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or the members thereof.

(b) Special Assessments. Special assessments, other than those referenced in subsection (a) of this Section 2, may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to: (1) assessments for additions to (and not repair or replacement of) the Common Elements of an aggregate cost exceeding Five Thousand Dollars (\$5,000.00) per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 hereof, (3) assessments to purchase a Unit for use as a resident manager's Unit, or (4) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subsection (b) (but not including those assessments referred to in subsection 2(a) above which may be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than fifty (50%) percent of all Co-owners in number and in value. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or the members thereof.

Section 3. Apportionment of Assessments; Default in Payment. Unless otherwise provided herein, all assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in Article V of the Consolidating Master Deed without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Any unusual expenses of administration, as may be determined in the sole discretion of the Board of Directors, which benefit less than all of the Condominium Units in the Condominium may be specially assessed against the

Condominium Unit or Condominium Units so benefitted and may be allocated to the benefitted Condominium Unit or Units in the proportion which the percentages of value of the benefitted Condominium Unit bears to the total percentages of value of all Condominium Units so specially benefitted, including, without limitation, the costs of electricity of the sump pump which is metered to one individual Condominium Unit for the benefit of all other Condominium Units located in the same building, which shall be assessed as provided in Article IV, Paragraph A.(2) of the Consolidating Master Deed.

Annual assessments as determined in accordance with Article II, Section 2(a) above (but not additional or special assessments which shall be payable as the Board of Directors elects) shall be payable by the Co-owners in twelve (12) equal monthly installments, commencing with acceptance of a Deed to, or a land contract purchaser's interest in, a Unit, or with the acquisition of fee simple title to a Unit by any other means. Monthly installments of the annual assessment are due on the first day of each month. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. A late charge in the amount of \$15.00 per month, or such other amount as may be determined by the Board of Directors, effective upon fifteen (15) days notice to the members of the Association, shall be assessed automatically by the Association upon any assessment in default until paid in full. Such late charge shall not be deemed to be a penalty or interest upon the funds due to the Association but is intended to constitute a reasonable estimate of the administrative costs and other damages incurred by the Association in connection with the late payment of assessments. Assessments in default shall bear interest at the rate of seven (7%) percent per annum or such higher rate as may be allowed by law until paid in full. All payments shall be applied first against late charges, attorney fees, interest and costs and thereafter against assessments in order of oldest delinquency.

Each Co-owner (whether one or more persons) shall be and remain personally liable for the payment of all assessments (including late charges and costs of collection and enforcement of payment) pertinent to the Co-owner's Unit which may be levied while such Co-owner is the owner thereof. In addition to a Co-owner who is also a land contract seller, the land contract purchaser shall be personally liable for the payment of all assessments (including late charges and costs of collection and enforcement of payment) pertinent to the subject Condominium Unit which are levied up to and including the date upon which the land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit.

Section 4. Waiver of Use or Abandonment of Unit; Uncompleted Repair Work. No Co-owner may exempt himself or herself from liability for contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements, or by the abandonment of the Co-owner's Unit, or because of uncompleted repair work, or the failure of the Association to provide services and/or management to the Condominium or to the Co-owner.

Section 5. Enforcement. The Association may enforce collection of delinquent assessments by a suit at law for a money judgment and/or by foreclosure of the statutory lien that secures payment of assessments, in accordance with the Act. Pursuant to Section 139 of the Act, no Co-owner may assert in answer or set-off to a complaint brought by the Association for nonpayment of assessments the fact that the Association or its agents have not provided the services or management to the Co-owner.

Each Co-owner, and every other person who from time to time has any interest in the Condominium, shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-owner and every other person who from time to time has any interest in the Condominium shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-owner who acquires title to a Unit acknowledges that at the time of acquiring title to the Co-owner's Unit, the Co-owner was notified of the provisions of this Section and that the Co-owner voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit. The Association, acting on behalf of all Co-owners, may bid in at the foreclosure sale, and acquire, hold, lease, mortgage or convey the Condominium Unit.

Notwithstanding the foregoing, neither a judicial foreclosure action shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his/her or their last known address of a written notice that one or more installments of the annual assessment and/or a portion or all of an additional or a special assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. In the case of a contemplated foreclosure, either judicial or by advertisement, such written notice shall be accompanied by a written Affidavit of an authorized representative of the Association that sets forth (i) the Affiant's capacity to make the Affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. Such Affidavit shall be recorded in the office of the Register of Deeds in the County in which the Condominium is located prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify

the Co-owner and shall inform the Co-owner that he/she may request a judicial hearing by bringing suit against the Association.

The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorney's fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien on the Co-owner's Unit. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against the Co-owner's Unit, and/or in the event of default by any Co-owner in the payment of any installment and/or portion of any additional or special assessment levied against the Co-owner's Unit, or any other obligation of a Co-owner which, according to these Bylaws, may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof, the Association shall have the right to declare all unpaid installments of the annual assessment for the applicable fiscal year (and for any future fiscal year in which said delinquency continues) and/or all unpaid portions or installments of the additional or special assessment, if applicable, immediately due and payable. The Association also may discontinue the furnishing of any utility or other services to a Co-owner in default upon seven (7) days written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Condominium, shall not be entitled to sign a petition or vote at any meeting of the Association or sign any petition for any purpose prescribed by the Condominium Documents or by law, and shall not be entitled to run for election or serve as a director or be appointed or serve as an officer of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from the Co-owner's Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under such Co-owner as provided by the Act.

Section 6. Liability of Mortgages. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Condominium which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale in regard to said first mortgage, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit).

Section 7. Property Taxes and Special Assessments. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 8. Personal Property Tax Assessment of Association Property. The Association shall be assessed as the person or entity in possession of any tangible

personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 9. Construction Lien. A construction lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

Section 10. Statement as to Unpaid Assessments. Pursuant to the provisions of the Act, the purchaser of any Condominium Unit may request a statement of the Association as to the outstanding amount of any unpaid Association assessments thereon, whether annual, additional or special, and related collection costs. Upon written request to the Association, accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire the Unit, the Association shall provide a written statement of such unpaid assessments and related collection and other costs as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such Unit shall render any unpaid assessments together with interest, costs, and attorneys' fees incurred in the collection thereof, and the lien securing same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record having priority. The Association may charge such reasonable amounts for preparation of such a statement as it may from time to time determine.

ARTICLE III

ARBITRATION

Section 1. Scope and Election. Disputes, claims or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between Co-owners, or between a Co-owner or Co-owners and the Association shall, upon the election and written consent of the parties to any such disputes, claims or grievances, and written notice to the Association, if applicable, be submitted to arbitration and the parties thereto shall accept the arbitrators' decision as final and binding; provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration. Any agreement to arbitrate pursuant to the provisions of this Article III, Section 1 shall include an agreement

between the parties that the judgment of any Circuit Court of the State of Michigan may be rendered upon any award rendered pursuant to such arbitration.

Section 2. Judicial Relief. In the absence of the election and written consent of the parties pursuant to Section 1 above, no Co-owner or the Association shall be precluded from petitioning the Courts to resolve any such disputes, claims or grievances.

Section 3. Election of Remedies. Election by the parties to any such disputes, claims or grievances to submit such disputes, claims or grievances to arbitration shall preclude such parties from litigating such disputes, claims or grievances in the Courts.

ARTICLE IV

INSURANCE

Section 1. Extent of Coverage. The Association shall carry a standard "all risk" insurance policy, which includes, among other things, fire and extended coverage, vandalism and malicious mischief and liability insurance, and worker's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the Common Elements of the Condominium, and such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

(a) **Responsibilities of Association and of Co-owners.** All such insurance shall be purchased by the Association for the benefit of the Association, and the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners. Each Co-owner shall obtain and maintain adequate insurance coverage at the Co-owner's own expense upon the Co-owner's Condominium Unit and personal property and upon the Co-owner's personal liability as set forth in this subsection. It shall be each Co-owner's responsibility to determine by personal investigation or from the Co-owner's own insurance advisor the nature and extent of insurance coverage adequate to recompense the Co-owner for foreseeable losses for the Co-owner's personal property and any additional fixtures, equipment and trim (as referred to in subsection (b) below) located within the Co-owner's Unit or elsewhere on the Condominium and for the Co-owner's personal liability for occurrences within the Co-owner's Unit or upon Limited Common Elements appurtenant to the Co-owner's Unit and also for alternative living expense in the event of fire, and the Association shall have absolutely no responsibility for obtaining such coverages. Each Co-owner shall file a copy of such insurance policy, or policies, including all endorsements thereon, or, in the Association's discretion, certificates of insurance or other satisfactory evidence of insurance, with the Association in order that the Association may be assured that such insurance coverage is in effect. The Association, as to all policies which it obtains, and all Co-owners, as to all policies which they obtain, shall use their best efforts to see that all property and liability insurance carried by the Association

or any Co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association. 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.

(b) Insurance of Common Elements. All Common Elements of the Condominium shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association in consultation with the Association's insurance carrier and/or its representatives in light of commonly employed methods for the reasonable determination of replacement costs. Such coverage shall be effected upon an agreed-amount basis for the entire Condominium with appropriate inflation riders in order that no co-insurance provisions shall be invoked by the insurance carrier in a manner that will cause loss payments to be reduced below the actual amount of any loss (except in the unlikely event of total Project destruction if the insurance proceeds failed, for some reason, to be equal to the total cost of replacement). All information in the Association's records regarding insurance coverage shall be made available to all Co-owners and mortgagees upon request and reasonable notice during normal business hours so that Co-owners shall be enabled to judge the adequacy of coverage and, upon the taking of due Association procedures, to direct the Board at a properly constituted meeting, to change the nature and extent of any applicable coverages, if so determined. Upon such annual re-evaluation and effectuation of coverage, the Association shall notify all Co-owners of the nature and extent of all changes in coverages. Such coverage shall also include interior walls within any Unit and the pipes, wires, conduits and ducts contained therein and shall further include all fixtures, equipment and trim within a Unit which were furnished with the Unit as standard items in accord with the plans and specifications thereof as are on file with the Association (or such replacements thereof as do not exceed the cost of such standard items). It shall be each Co-owner's responsibility to obtain insurance coverage for all fixtures, equipment, trim and other items or attachments within the Unit or any Limited Common Elements appurtenant thereto which were installed in addition to said standard items (or as replacements for such standard items to the extent that replacement cost exceeded the original cost of such standard items) whether installed originally by the Developer or subsequently by the Co-owner, and the Association shall have no responsibility whatsoever for obtaining such coverage unless agreed specifically and separately between the Association and the Co-owner in writing; provided, however, that any such agreement between the Association and the Co-owner shall provide that any additional premium cost to the Association attributable thereto shall be assessed to and borne solely by said Co-owner and collected as part of the assessments against said Co-owner under Article II hereof.

(c) Premium Expenses. All premiums on insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

(d) Proceeds of Insurance Policies. Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, and the Co-owners and their mortgagees as their

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 the repair or reconstruction shall be applied for such repair or reconstruction and in no event shall hazard insurance proceeds be used for any purpose other than repair, replacement or reconstruction of the Condominium unless all of the institutional holders of first mortgages on Units in the Condominium have given their prior written approval.

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

ARTICLE V

RECONSTRUCTION OR REPAIR

Section 1. Responsibility for Reconstruction or Repair. In the event 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) **One or More Units Tenantable.** In the event the damaged property is a Common Element or a Unit, the property shall be rebuilt or repaired if any Unit in the Condominium is tenantable, unless it is determined by unanimous vote of all of the Co-owners in the Condominium that the Condominium shall be terminated and each institutional holder of a first mortgage lien on any Unit in the Condominium has given its prior written approval for such termination.

(b) **No Unit Tenantable.** In the event the Condominium is so damaged that no Unit is tenantable, the damaged property shall not be rebuilt and the Condominium shall be terminated, unless seventy-five (75%) percent or more of all of the Co-owners in number and in value agree to reconstruction by vote or in writing within ninety (90) days after the destruction, and such termination shall also have received the approval of at least fifty one percent (51%) of those holders of first mortgages on Condominium Units who

have requested the Association to notify them of any proposed action that requires the consent of a specified percentage of first mortgagees.

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

Section 3. Co-owner and Association Responsibilities. In the event the damage is only to a part of a Unit which is the responsibility of a Co-owner to maintain and repair, it shall be the responsibility of the Co-owner to repair such damage in accordance with Section 4 hereof. In all other cases, the responsibility for reconstruction and repair shall be that of the Association.

Section 4. Co-owner Responsibility for Repair. Each Co-owner shall be responsible for the reconstruction, repair and maintenance of the interior of the Co-owner's Unit, including, but not limited to, floor coverings, wall coverings, window shades, draperies, interior walls (but not any General Common Elements therein), interior trim, furniture, light fixtures and all appliances (including their hoses or other apparatuses), whether free-standing or built-in and all other internal installations. Each Co-owner shall be responsible for the maintenance of windows, doors, doorwalls, skylights, garage doors and window green houses, including, without limitation, felt strips, seals and weather stripping around and at the bottom of all doors, windows, doorwalls and garage doors, and for hinges, locks, latches, and all door and window hardware which call for occasional replacement, and the Association shall be responsible for structural damage or failure of the components thereof if they become unuseable, unless such damage or failure is due to Co-owner fault or failure to maintain. In the event that damage to interior walls within a Co-owner's Unit, or to pipes, wire, conduits, ducts or other Common Elements therein, or to any fixtures, equipment and trim which are standard items within a Unit is covered by insurance held by the Association, then the reconstruction or repair shall be the responsibility of the Association in accordance with Section 5 of this Article V. If any other interior portion of a Unit is covered by insurance held by the Association for the benefit of the Co-owner, the Co-owner shall be entitled to receive the proceeds of insurance relative thereto and if there is a mortgagee endorsement, the proceeds shall be payable to the Co-owner and the mortgagee jointly. In the event damage to a Co-owner's Unit 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. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

Section 5. Association Responsibility for Repair. The Association shall be responsible for reconstruction, repair and maintenance of the Common Elements as provided in the Consolidating Master Deed and any incidental damage (as that term is hereinafter defined) to a Unit caused by such Common Elements or the reconstruction, repair or maintenance thereof. "Incidental damage" shall be defined as damage incurred to the drywall and/or floor of a Unit, but excludes any damage to the contents of a Unit, including, but not limited to, wallpaper, carpeting, paneling, furniture, and personal property. Notwithstanding anything hereinabove to the contrary, the responsibility of the Association for "incidental damage" to a Unit under the provisions of this Section 5 shall not exceed the sum of \$1,000.00. Any "incidental damage" to a Unit as described in this Section 5 in excess of \$1,000.00 shall be borne by the Co-owner of the Unit. In the event that the Co-owner shall have insurance which covers "incidental damage" as herein defined, the Association shall not be liable for any "incidental damage" and the insurance carrier of the Co-owner shall have no right of subrogation against the Association. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair or reconstruction, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the Co-owners who are responsible for the costs of reconstruction or repair of the damaged property (as provided in the Consolidating Master Deed), except as may otherwise be permitted in the Bylaws, in sufficient amounts to provide funds to pay the estimated or actual costs of repair, which may be collected in accordance with Article II herein. This provision shall not be construed to require replacement of mature trees and vegetation with equivalent trees or vegetation.

Section 6. Timely Reconstruction and Repair. If damage to Common Elements or a Unit adversely affects the appearance of the Condominium, the Association or Co-owner responsible for the reconstruction, repair and maintenance thereof shall proceed with and complete replacement of the damaged property without delay, and shall complete such replacement within six (6) months after the date of occurrence which caused damage to the property.

Section 7. Eminent Domain. Section 133 of the Act and the following provisions shall control upon any taking by eminent domain:

(a) **Taking of Entire Unit.** In the event of any taking of an entire Unit by eminent domain, the award for such taking shall be paid to the owner of such Unit and the mortgagee thereof, as their interests may appear. After acceptance of such award by the owner and his mortgagee, they shall be divested of all interest in the Condominium. In the event that any condemnation award shall become payable to any Co-owner whose Unit

is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Co-owner and his mortgagee, as their interests may appear.

(b) Taking of Less than Entire Unit. If the taking of a portion of a Condominium Unit makes it impractical to rebuild the partially taken Unit to make it habitable, then the entire undivided interest in the Common Elements appertaining to that Unit shall thenceforth appertain to the remaining Condominium Units, and shall be allocated to them in proportion to their respective undivided interests in the Common Elements. The remaining portion of that Unit shall thenceforth be a Common Element.

(c) Taking of Common Elements. If there is any taking of any portion of the Condominium other than any Unit, the condemnation proceeds relative to such taking shall be paid to the Co-owners and their mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than fifty (50%) percent of all of the Co-owners in number and in value shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

(d) Continuation of Condominium After Taking. In the event the Condominium continues after taking by eminent domain, then the remaining portion of the Condominium shall be resurveyed and the Consolidating Master Deed amended accordingly, and, if any Unit shall have been taken, then Article V of the Consolidating Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-owners based upon the continuing value of the Condominium of one hundred (100%) percent. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner, but only with the prior written approval of all holders of first mortgage liens on individual Units in the Condominium.

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

Section 8. Mortgages Held by FHLMC; Other Institutional Holders. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC") then, upon request therefor by FHLMC, the Association shall give it written notice at such address as it may, from time to time, direct of any loss to or taking of the Common Elements of the Condominium if the loss or taking exceeds \$10,000.00 in amount or if damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLMC exceeds \$1,000.00. The Association shall provide such other reasonable notice as may be required, from time to time, by other institutional holders of mortgages upon Units.

Section 9. Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give a Condominium Unit owner, or any other party, priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Condominium Unit owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

ARTICLE VI

RESTRICTIONS

Section 1. Residential Use. No Unit in the Condominium shall be used for other than residential purposes and the Common Elements shall only be used for purposes consistent with those set forth in this Section 1. Timesharing and/or interval ownership is prohibited. No residential Unit shall be used for commercial or business offices; provided, however, that this shall not be deemed to ban a Co-owner from operating a home-based business which does not have any on-site employees other than Unit residents, does not produce odors, noises, or other affects noticeable outside of the Unit, and does not involve the manufacture of goods or sale of goods from inventory. A child care facility licensed by the State of Michigan shall be permitted to the extent that it complies with any laws governing same. The Association may also provide a Unit or a Common Element to be used by a janitor, or resident manager, as the case may be. The provisions of this Section shall not be construed to prohibit a Co-owner from maintaining a personal professional library, keeping personal, professional or business records or handling personal business or professional telephone calls in that Co-owner's Unit.

Section 2. Leasing and Rental.

(a) **Right to Lease.** A Co-owner may lease his Unit for the same purposes set forth in Section 1 of this Article VI, provided that written disclosure approval (which approval shall not be unreasonably withheld) of such lease transaction is obtained from the Board of Directors of the Association in the manner provided herein. Written disclosure of such lease transaction shall be submitted to the Board of Directors of the Association in the manner specified in subsection b below. No Co-owner shall lease less than an entire Unit in the Condominium and no tenant shall be permitted to occupy except under a written lease, the initial term of which is at least one (1) year, unless specifically approved in writing by the Association. Such written lease shall (i) require the lessee to comply with the Condominium Documents and rules and regulations of the Association; (ii) provide that failure to comply with the Condominium Documents and rules and regulations constitutes a default under the lease, and (iii) provide that the Board of Directors has the power to terminate the lease or to institute an action to evict the tenant and for money damages after fifteen (15) days' prior written notice to the Condominium Unit Co-owner. In the event of a default by the tenant in the performance of the lease. The Board of Directors may suggest or require a standard form lease for use by all Unit Co-owners. Each Co-owner of a Condominium Unit shall, promptly following the execution of any lease of a

Condominium Unit, forward a conformed copy thereof to the Board of Directors. Copies of all leases in effect as of the effective date of these Amended and Restated Bylaws shall be provided to the Association within fourteen (14) days of said effective date. Under no circumstances shall transient tenants be accommodated. "Transient tenant" is someone who occupies a Unit for less than the minimum period required above regardless of whether or not compensation is paid. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. Tenants and nonCo-owner occupants shall comply with all of the conditions of the Condominium Documents and all leases, rental agreements, and occupancy agreements shall so state.

(b) **Leasing Procedures and Administrative Fees.** A Co-owner desiring to rent or lease a Condominium Unit shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a potential lessee of the Unit and, at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. The Board of Directors may charge such reasonable administrative fees for reviewing, approving, and monitoring lease transactions in accordance with this Article VI, Section 2 as the Board, in its discretion, may establish. Any such administrative fees shall be assessed to and collected from the leasing Co-owner in the same manner as the collection of assessments under Article II hereof. This provision shall also apply to occupancy agreements.

(c) **Violation of Condominium Documents by Tenants and NonCo-owner Occupants.** If the Association determines that the tenant or nonCo-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following actions:

(i) The Association shall notify the Co-owner by certified mail advising of the alleged violation by the tenant or nonCo-owner occupant. The Co-owner shall have fifteen (15) days after receipt of the notice to investigate and correct the alleged breach by the tenant or nonCo-owner occupant or advise the Association that a violation has not occurred.

(ii) If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf an action for both eviction against the tenant or nonCo-owner occupant and, simultaneously, for money damages against the Co-owner and tenant or non-Co-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this section may be by summary proceeding. The Association may hold both the tenant or nonCo-owner occupant and the Co-owner liable for any damages to the Common Elements caused by the Co-owner or tenant or nonCo-owner occupant in connection with the Condominium Unit or Condominium Project and for actual legal fees and costs incurred by the Association in connection with legal proceedings hereunder.

(d) Arrearage in Condominium Assessments. When a Co-owner is in arrearage to the Association for assessments, the Association may give notice of the arrearage to a tenant occupying the Co-owner's Condominium Unit under a lease, rental or occupancy agreement, and the tenant or nonco-owner occupant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deduction shall not constitute a breach of the lease, rental or occupancy agreement by the tenant or nonco-owner occupant.

Section 3. Alterations and Modifications of Units and Common Elements.

- (a) No Co-owner shall make alterations in exterior appearance or make structural modifications to his Unit (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the Common Elements, Limited or General, without the express written approval of the Board of Directors (which approval shall be in recordable form), including, without limitation, exterior painting, lights, aeriels or antennas (except those antennas referred to in Section 3(b) below), awnings, doors, shutters, newspaper holders, mailboxes, hot tubs and jacuzzis, basketball backboards or other exterior attachments or modifications, nor shall any Co-owner damage or make modifications or attachments to walls between Units which in any way impair sound conditioning provisions. Notwithstanding having obtained such approval by the Board of Directors, the Co-owner shall obtain any required building permits and shall, otherwise, comply with all building requirements of the City. The Board may only approve such modifications as do not impair the soundness, safety, utility or appearance of the Condominium Project. No attachment, appliance or other item may be installed which is designed to kill or repel insects or other animals by light or humanly audible sound. Neither the Association or the Developer shall be liable to any person or entity for mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans, specifications and plot plan. No action shall be brought or maintained by anyone whatsoever against the Association or the Developer for or on account of his or her failure to bring any action for any breach of these covenants.
- (b) Notwithstanding the provisions of Section 3(a) above, the following three (3) types and sizes of antennas may be installed in the Unit or on limited common element areas for which the Co-owner has direct or indirect ownership and exclusive use or control, subject to the provisions of this Section and any written rules and regulations

promulgated by the Board of Directors of the Association under Article VI, Section 10 of these Bylaws: (1) Direct broadcast satellite antennas ("Satellite Dishes") one meter or less in diameter; (2) Television broadcast antennas of any size; and (3) Multi-point distribution service antennas (sometimes called wireless cable or MDS antennas) one meter or less in diameter. Antenna installation on general common element areas is prohibited. The rules and regulations promulgated by the Board of Directors governing installation, maintenance or use of antennas shall not impair reception of an acceptable quality signal, unreasonably prevent or delay installation, maintenance or use of an antenna, or unreasonably increase the cost of installing, maintaining or using an antenna. Such rules and regulations may provide for, among other things, placement preferences, screening and camouflaging or painting of antennas. Such rules and regulations may contain exceptions or provisions related to safety, provided that the safety rationale is clearly articulated therein. Antenna masts, if any, may be no higher than necessary to receive acceptable quality signals, and may not extend more than twelve (12) feet above the roofline without preapproval, due to safety concerns. A Co-owner desiring to install an antenna must notify the Association prior to installation by submitting a notice in the form prescribed by the Association. If the proposed installation complies with this Section 3(b) and all rules and regulations regarding installation and placement of antennas, installation may begin immediately; if the installation will not comply, or is in any way not routine in accordance with this Section and the rules and regulations, then the Association and Co-owner shall meet promptly and within seven (7) days after receipt of the notice by the Association, if possible, to discuss the installation. The Association may prohibit Co-owners from installing the aforementioned satellite dishes and/or antennas if the Association provides the Co-owner(s) with access to a central antenna facility that does not impair the viewers' rights under Section 207 of the Federal Communication Commission ("FCC") rules. This Section is intended to comply with the rule governing antennas adopted by the FCC effective October 14, 1996, as amended by FCC Orders released September 25, 1998 and November 20, 1998, and is subject to review and revision to conform to any changes in the content of the FCC rules or the Telecommunications Act of 1996, and this Section may be modified through rules and regulations promulgated by the Board of Directors pursuant to Section 10 of this Article VI.

- (c) The Co-owner shall be responsible for the maintenance and repair of any such modification or improvement. In the event that the Co-owner fails to maintain and/or repair said modification or improvement to the satisfaction of the Association, the Association may undertake to maintain and/or repair same and assess the

Co-owner the costs thereof and collect same from the Co-owner in the same manner as provided for the collection of assessments in Article II hereof. The Co-owner shall indemnify and hold the Association harmless from and against any and all costs, damages, and liabilities incurred in regard to said modification and/or improvement and (except with respect to antennas referred to in Section 3(b) above) shall be obligated to execute a Modification Agreement, if requested by the Association, as a condition for approval of such modification and/or improvement. No Co-owner shall in any way restrict access to any plumbing, water line, water line valves, water meter, sprinkler system valves, sump pump, or any element which affects an Association responsibility in any way. Should access to any facilities of any sort be required, the Association may remove any coverings or attachments of any nature that restrict such access and will have no responsibility for repairing, replacing or reinstalling any materials, whether or not installation thereof has been approved hereunder, that are damaged in the course of gaining such access, nor shall the Association be responsible for monetary damages of any sort arising out of actions taken to gain necessary access.

Section 4. Activities. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, Limited or General, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium. No unreasonably noisy activity shall be carried on in or on the Common Elements or in any Unit at any time. No Co-owner shall do or permit anything to be done or keep or permit to be kept in the Co-owner's Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. No Co-owner shall use or permit to be brought into the buildings in the Condominium any flammable oils or fluids such as gasoline, kerosene, naphtha, benzene, or other explosives or articles deemed to be extra-hazardous to life, limb or property, without in each case obtaining the written consent of the Association. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: any activity involving the use of firearms, air rifles, pellet guns, b-b guns, bows and arrows, illegal fireworks, or other similar dangerous weapons, projectiles or devices.

Section 5. Pets. No more than two (2) domesticated animals, including dogs and/or cats, shall be maintained by any Co-owner and must be registered with the Association. No animal may be kept or bred for any commercial purpose. Any animal shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be permitted to run loose at any time upon the

Common Elements and any animal shall at all times be leashed and attended in person by some responsible person while on the Common Elements, Limited or General. The Board of Directors may, in its discretion, designate certain portions of the General Common Elements of the Project wherein such animals may be walked and/or exercised. Nothing herein contained shall be construed to require the Board of Directors to so designate a portion of the General Common Elements for the walking and/or exercising of animals. No savage or dangerous animal shall be kept and any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability (including costs and attorney fees) which the Association may sustain as a result of the presence of such animal on the premises, whether or not the Association has given its permission therefor, and the Association may assess and collect from the responsible Co-owner such losses and/or damages in the manner provided in Article II hereof. Each Co-owner shall be responsible for the immediate collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner. No dog which barks and can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. The Association may, after notice and hearing, without liability to the owner thereof, remove or cause to be removed any animal from the Condominium which it determines to be in violation of the restrictions imposed by this Section or by any applicable rules and regulations of the Association although such hearing shall not be a condition precedent to the institution of legal proceedings to remove said animal. The Association may also assess fines for such violation of the restrictions imposed by this Section or by any applicable rules and regulations of the Association. The provisions of this Section 5 shall not apply to small animals that are constantly caged, such as small birds or fish.

Section 6. Aesthetics. The Common Elements, Limited or General, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. No unsightly condition shall be maintained in or on any carport, porch, terrace, patio, balcony, atrium, or entry courtyard and only furniture and equipment consistent with the normal and reasonable use of such areas shall be permitted to remain there during seasons when such areas are reasonably in use and no furniture or equipment of any kind shall be stored thereon during seasons when such areas are not reasonably in use, except as may be provided in rules and regulations of the Association. Trash receptacles shall be maintained in areas designated therefor at all times and shall not be permitted to remain elsewhere on the Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. The Common Elements shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. Automobiles may not be washed on any portion of the Condominium Premises, except in areas designated by the Board of Directors. Nothing herein contained shall be construed to require the Board of Directors to so designate an area for washing of automobiles. There shall be no

outdoor cooking or barbecuing except in areas designated therefor by the Board of Directors, as provided in these Bylaws or in rules and regulations of the Association; however, in no event shall there be any outdoor cooking or barbecuing on the balconies or within fifteen (15) feet of any Unit, ceiling, roof extension or protrusion from any Unit, or as otherwise proscribed by local ordinance. Nothing herein contained shall be construed to require the Board of Directors to so designate an area for outdoor cooking or barbecues. A fire extinguisher must be readily available to the cooking area. The feeding of wildlife, including spreading of corn, food, etc., to attract wildlife is prohibited. Any Co-owner desiring to install bird feeders must obtain written permission from the Board of Directors prior to the installation. The Co-owner who installed the bird feeder may be assessed any additional costs for the maintenance or repair of any Common Elements that are damaged from the bird feeder, and the assessment will be collectible under Article II of these Amended and Restated Bylaws. In general, no activity shall be carried on nor condition maintained by any Co-owner either in the Co-owner's Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium.

Section 7. Common Element Maintenance. Sidewalks, landscaped areas, driveways, roads, parking areas, stairways, hallways, basement areas, storage areas, patios, porches, terraces, courtyards and atriums shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs, or benches may be left unattended on or about the Common Elements, except as may be provided by duly adopted rules and regulations of the Condominium. Use of any recreational facilities or other amenities in the Condominium may be limited to such times and in such manner as the Association shall determine by duly adopted regulations; provided, however, that use of any amenities in the Condominium shall be limited to resident Co-owners who are members in good standing of the Association and to the tenants, land contract purchasers and/or other non-Co-owner occupants of Condominium Units in which the Co-owner does not reside and/or such guests as may be permitted by the rules and regulations promulgated by the Association; provided, further, however, that the nonresident Co-owners of such Condominium Units are members in good standing of the Association.

Section 8. Vehicles. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, motorcycles, all-terrain vehicles, snowmobiles, snowmobile trailers or vehicles, other than automobiles, vehicles and trucks designed and used primarily for personal transportation purposes, may be parked upon the premises of the Condominium, except in the Limited Common Element garage with the garage door closed, unless specifically approved by the Association or parked in an area specifically designated therefor by the Association. Nothing herein contained shall be construed to require the Association to approve the parking of such vehicles as are described in the first sentence of this Section or to designate an area therefor. The Association shall not be responsible for any damages, costs, or other liability arising from any failure to approve the parking of such vehicles or to designate an area therefor. Any non-assigned parking areas shall be reserved for the general use of the members and their guests. Any guest utilizing a visitor parking space for more than twenty-four (24) hours must register the visitor's

licence plate number and the make and model of the vehicle with the Association. Commercial vehicles and trucks (except trucks designed and used primarily for personal transportation as hereinbelow provided) shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pick-ups in the normal course of business. For purposes of this Section, "commercial vehicle" means any vehicle that has any one of the following characteristics: (a) more than two (2) axles; (b) gross vehicle weight rating in excess of 10,000 pounds; (c) visibly equipped with or carrying equipment or materials used in a business; or (d) carrying a sign advertising or identifying a business. Noncommercial trucks such as Suburbans, Blazers, Bravadas, Jeeps, GMC's/Jimmy's, pickups, vans, and similar vehicles that are designed and used primarily for personal transportation shall be permissible, except as may be otherwise prohibited herein. Nonoperational vehicles or vehicles with expired license plates shall not be parked or stored on the Condominium Premises without the written permission of the Board of Directors. Nonemergency maintenance or repair of motor vehicles shall not be permitted on the Condominium Premises unless specifically approved by the Board of Directors. Co-owners of Units with garages shall park their vehicles in the garage space provided therefor and shall park any additional vehicle which he or she owns in the Limited Common Element space immediately adjoining his or her garage space. Co-owners with a carport assigned to their Unit shall park in the carport space, and/or the parking space assigned to that specific Unit. Any additional vehicles maintained by the Co-owners shall be parked in the guest areas or unassigned spaces, subject to regulations as may be promulgated by the Board of Directors. In the event that there arises a shortage of parking spaces, the Association may assign General Common Element parking spaces for the use of the Co-owners of a particular Unit or Units in an equitable manner. There shall be no parking in the street, unless specifically approved in writing by the Association, and fire lanes must be free and clear of all vehicles, also including contracted vehicles. The Association may also construct such additional parking facilities on the General Common Elements as the Association, in its discretion, determines to be necessary. The Association may cause vehicles parked in fire lanes, and/or parked or stored in violation of this Section or of any applicable rules and regulations of the Association to be removed from the Condominium Premises and the cost of such removal may be assessed to, and collected from, the Co-owner of the Unit responsible for the presence of the vehicle in the manner provided in Article II hereof. Co-owners shall, if the Association shall require, register with the Association all vehicles maintained on the Condominium Premises. The Board of Directors may promulgate reasonable rules and regulations governing the parking of vehicles in the Condominium consistent with the provisions hereof.

Section 9. Advertising. No signs or other advertising devices shall be displayed which are visible from the exterior of a Unit or on the Common Elements, including "For Sale" signs and "Open" signs, without written permission from the Association.

Section 10. Regulations. Reasonable rules or regulations consistent with the Act, the Consolidating Master Deed and these Bylaws, concerning the use and operation of the Condominium may be made and amended from time to time by the Board of Directors of the Association. Copies of all such rules and/or regulations and amendments thereto shall

be furnished to all Co-owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each Co-owner. Any such rule or regulation or amendment may be revoked at any time by the affirmative vote of more than fifty (50%) percent of all Co-owners in number and in value.

Section 11. Right of Access of Association. The Association or its duly authorized agents shall have access to each Unit and any Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agents shall also have access to each Unit and any Limited Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit and/or to protect the safety and/or welfare of the inhabitants of the Condominium. The Co-owners of the Units in which a sump pump is located shall provide the Association with access as may be required for any emergency, periodic sump pump inspection and for any necessary maintenance procedures as may be established by the Board of Directors from time to time. It shall be the responsibility of each Co-owner to provide the Association means of access to the Co-owner's Unit and any Limited Common Elements appurtenant thereto during all periods of absence and in the event of the failure of such Co-owner to provide means of access, the Association may gain access in such manner as may be reasonable, including without notice, under the circumstances and shall not be liable to such Co-owner for any necessary damage to the Co-owner's Unit and any Limited Common Elements appurtenant thereto caused thereby or for repair or replacement of any doors or windows damaged in gaining such access. In the event that it is necessary for the Association to gain access to a Unit, or the contents of same or Limited Common Elements appurtenant to same which are under the control or in the possession of the Co-owner, to make repairs to prevent damage to the Common Elements or to another Unit or to protect the safety and welfare of the inhabitants of the Condominium, the costs, expenses, damages, and/or attorney fees incurred by the Association in such undertaking shall be assessed to the responsible Co-owner and collected in the same manner as provided in Article II of these Bylaws.

Section 12. Landscaping. No Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the Common Elements unless approved by the Association in writing, except that the landscaped area within the fenced patio shall be maintained, repaired and replaced by the Co-owner of the adjacent Unit as provided in the Consolidating Master Deed, and in conformity with landscaping standards as set forth in the rules and regulations of the Association from time to time, if any. Any such approved landscaping performed by the Co-owner and any such trees, shrubs, or flowers planted by the Co-owner shall be performed and/or planted, as the case may be, in a manner consistent with the landscaping in other portions of the Condominium Premises. The Co-owner shall be responsible for the maintenance of any such approved landscaping performed by a Co-owner and any such trees, shrubs, or flowers planted by the Co-owner. In the event that such Co-owner fails to adequately maintain such landscaping performed by the Co-owner and any such trees, shrubs, or flowers planted by

the Co-owner to the satisfaction of the Association, the Association shall have the right to perform such maintenance and assess and collect from the Co-owner the cost thereof in the manner provided in Article II hereof. The Co-owner shall also be liable for any damages to the Common Elements arising from the performance of such landscaping or the planting of such trees, shrubs, or flowers, or the continued maintenance thereof.

Section 13. Disposition of Interest in Unit by Sale or Lease. No Co-owner may dispose of a Unit in the Condominium, or any interest therein, by a sale or lease without complying with the following terms or conditions:

(a) **Notice to Association; Co-owner to Provide Condominium Documents to Purchaser or Tenant.** A Co-owner intending to make a sale or lease of a Unit in the Condominium, or any interest therein, shall give written notice of such intention delivered to the Association at its registered office and shall furnish the name and address of the intended purchaser or lessee and such other information as the Association may reasonably require. Prior to the sale or lease of a Unit, the selling or leasing Co-owner shall provide a copy of the Condominium Consolidating Master Deed (including Exhibits "A" and "B" thereto) and any amendments to the Consolidating Master Deed, the Articles of Incorporation and any amendment thereto, and the rules and regulations, as amended, if any, to the proposed purchaser or lessee, and such selling or leasing Co-owner shall provide the Association with a written acknowledgment or receipt signed by the proposed purchaser or lessee acknowledging receipt of said Condominium Documents. In the event a Co-owner shall fail to notify the Association of the proposed sale or lease or in the event a Co-owner shall fail to provide the prospective purchaser or lessee with a copy of the Consolidating Master Deed and other documents referred to above, such Co-owner shall be liable for all costs and expenses, including attorney fees, that may be incurred by the Association as a result thereof or by reason of any noncompliance of such purchaser or lessee with the terms, provisions and restrictions set forth in the Consolidating Master Deed; provided, however, that this provision shall not be construed so as to relieve the purchaser or lessee of his/her obligations to comply with the provisions of the Condominium Documents.

(b) **Mortgagees not Subject to Section.** A holder of any mortgage which comes into possession of a Unit pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed in lieu of foreclosure, shall not be subject to the provisions of this Section 13.

Section 14. Co-owner Maintenance. Each Co-owner shall maintain his/her Unit and any Common Elements appurtenant thereto for which he/she has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, plumbing, electrical or other utility conduits and systems and any other elements in any Unit which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association, or to other Co-owners, as the case may be, resulting from negligent damage to or misuse of any of the Common Elements by the Co-owner, or his/her family, guests, tenants, land contract

purchasers, agents or invitees, unless such damages or costs are covered by insurance carried by the Association in which case there shall be no such responsibility (unless full reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association or to other Co-owners, as the case may be, may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof. The Co-owners shall have the responsibility to report to the Association any Common Element which has been damaged or which is otherwise in need of maintenance, repair or replacement.

Section 15. Restrictions not Applicable to the Association. None of the restrictions contained in this Article VI shall apply to the activities of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation as the same may be amended from time to time.

Section 16. Telephone Numbers of Occupants of Units. Upon the request of the Association, the telephone numbers of all occupants of Condominium Units shall be supplied to the Association.

Section 17. Assessment of Costs of Enforcement. Any and all costs, damages, expenses and/or attorneys fees incurred by the Association in enforcing any of the restrictions set forth in this Article VI and/or rules and regulations promulgated by the Board of Directors of the Association under Article VI, Section 10 of these Bylaws, and any costs, expenses, and attorneys' fees incurred in collecting said costs, damages, expenses, and/or attorneys' fees, and any expenses incurred as a result of the conduct of less than all those entitled to occupy the Condominium Project, or by their licensees or invitees, may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

ARTICLE VII

MORTGAGES

Section 1. Notice to Association. Any Co-owner who mortgages his/her Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units". The Association shall report any unpaid assessments due from the Co-owner of such Unit to the holder of any first mortgage covering such Unit. The Association shall also give to the holder of any first mortgage covering any Unit in the Condominium written notification of any other default in the performance of the obligations of the Co-owner of such Unit that is not cured within sixty (60) days.

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

Section 3. Notification of Meetings. Upon request submitted to the Association, any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting.

ARTICLE VIII

VOTING

Section 1. Vote. Except as limited in these Bylaws, each Co-owner shall be entitled to one (1) vote for each Condominium Unit owned when voting by number and one (1) vote, the value of which shall equal the total of the percentages allocated to the Units owned by such Co-owner as set forth in Article V of the Consolidating Master Deed, when voting by value. Voting shall be by value except in those instances when voting is specifically required to be both in number and in value.

Section 2. Eligibility to Vote. No Co-owner shall be entitled to vote at any meeting of the Association until he/she has presented a deed or other evidence of ownership of a Unit in the Condominium to the Association. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 3 of this Article VIII below or by a proxy given by such individual representative.

Section 3. Designation of Voting Representative. Each Co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association, sign petitions and receive all notices and other communications from the Association on behalf of such Co-owner. Such notice shall state the name, address and telephone number of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Co-owner, and the name, address and telephone number of each person, firm, corporation, limited liability company, limited liability partnership, partnership, association, trust, or other entity who is the Co-owner. Such notice shall be signed and dated by the Co-owner. The individual representative designated may be changed by the Co-owner at any time by filing a new notice in the manner herein provided, but shall not be permitted to serve as an officer or director of the Association.

Section 4. Quorum. The presence in person or by proxy of twenty-five (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 provided herein to require a greater quorum. The written absentee ballot of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the ballot is cast.

Section 5. Voting. Votes may be cast in person or by proxy or by a written absentee ballot duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any absentee ballots must be filed with the Secretary of the Association, or such other person as the Association shall designate, at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

Section 6. Majority. A majority, except where otherwise provided herein, shall consist of more than fifty (50%) percent in value of those qualified to vote and present in person or by proxy (or absentee ballot, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, the requisite affirmative vote may be required to exceed the simple majority hereinabove set forth and may require a designated percentage of all Co-owners.

Section 7. Elections. In all elections by Co-owners, nominations shall be made from the floor of the meeting. Unless there be no contest, the voting shall be by closed ballot.

ARTICLE IX

MEETINGS

Section 1. Place of Meeting. Meetings of the Association shall be held at such suitable place convenient to the Co-owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Roberts Rules of Order, or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Condominium Documents or the laws of the State of Michigan.

Section 2. Annual Meetings. There shall be an annual meeting of members of the Association which shall be held during the month of June, at such date, time and place as shall be determined by the Board of Directors. At such meetings there shall be elected by ballot of the Co-owners, a Board of Directors in accordance with the requirements of Article X of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the Co-owners as directed by resolution of the Board of Directors. The President shall also call a special meeting upon a petition signed by one-third (1/3) of the Co-owners in number 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. Notice of Meetings. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as of the time and place where it is to be held, upon each Co-owner of record, at least ten (10) days but not more than sixty (60) days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association by Article VIII, Section 3 of these Bylaws shall be deemed notice served. In lieu thereof, said notice may also be hand delivered to a Unit if the Unit address is designated as the voting representative's address, and/or the Co-owner is a resident of the Unit. Electronic transmittal of such notice, such as facsimile, E-mail and the like, may be deemed notice served in the sole discretion of the Board so long as written or electronic confirmation of receipt of the notice is returned to and received by the Association from the designated voting representative. 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. Adjournment. If any meeting of Co-owners cannot be held because a quorum is not in attendance, the Co-owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called to attempt to obtain a quorum.

Section 6. Order of Business. The order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspector of elections (at annual meetings or special meetings held for the purpose of election of directors or officers); (g) election of directors (at annual meetings or special meetings held for such a purpose); (h) unfinished business; and (i) new business. Meetings of members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be President, Vice President, Secretary, and Treasurer.

Section 7. Action Without Meeting. Any action which may be taken at a meeting of the members of the Association (except for the election or removal of directors) may be taken without a meeting, with or without prior notice, by written consent of the members. Written consents may be solicited in the same manner as provided in Section 4 above for

the giving of notice of meetings of members. Such solicitation may specify the percentage of consents necessary to approve the action, and the time by which consents must be received in order to be counted. The form of written consents shall afford an opportunity to consent (in writing) to each matter and shall provide that, where the member specifies his or her consent, the vote shall be cast in accordance therewith. Approval by written consent shall be constituted by receipt within the time period specified in the solicitation of a number of written consents which equals or exceeds the minimum number of votes which would be required for approval if the action were taken at a meeting at which all members entitled to vote were present and voted.

Section 8. Consent of Absentees. The transactions of any meeting of members, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy or by absentee ballot; and if, either before or after the meeting, each of the members not present in person or by proxy, or absentee ballot, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents, or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 9. Minutes; Presumption of Notice. Minutes or a similar record of the proceedings of meetings of members, when signed by the President or Secretary, shall be presumed to truthfully evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

ARTICLE X

BOARD OF DIRECTORS

Section 1. Qualifications of Directors. The affairs of the Association shall be governed by a Board of Directors, all of whom must be members in good standing of the Association. Good standing shall be deemed to include a member who is current in all financial obligations owing to the Association and who is not in default of any of the provisions of the Condominium Documents. If a member of the Association is a partnership or corporation, then any partner or employee of the partnership, or officer, director, or employee of the corporation shall be qualified to serve as a director. Directors shall serve without compensation.

Section 2. Number and Election of Directors. The Board of Directors shall be composed of five (5) persons. The term of office of each director shall be two (2) years and the terms of the respective directors have been previously staggered. At each annual meeting of the members held, either two (2) or three (3) directors shall be elected, depending upon the number of directors whose terms expire. The directors shall hold office until their successors have been elected and hold their first meeting.

Section 3. Powers and Duties. All powers, duties and authorities vested in or delegated to the Association shall be exercised by the Board of Directors. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by the Co-owners, including, without limitation, having easement rights to, through, over, and under the Limited Common Elements and the Condominium Units for the exercise of its maintenance functions.

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

- (a) To manage and to administer the affairs of, and to maintain, the Condominium and the Common Elements thereof.
- (b) To levy and collect assessments against and from the members of the Association and to use the proceeds thereof for the purposes of the Association.
- (c) To carry insurance and to collect and to allocate the proceeds thereof.
- (d) To rebuild improvements after casualty.
- (e) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium.
- (f) To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights of way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association; provided, however, that the purchase of any Unit in the Condominium for use by a resident manager shall be approved by an affirmative vote of more than fifty (50%) percent of all Co-owners in number and in value.
- (g) To grant easements, rights of entry, rights of way, and licenses to, through, over, and with respect to Association property and/or the Common Elements of the Condominium on behalf of the members of the Association in furtherance of any of the purposes of the Association and to dedicate to the public any portion of the Common Elements of the Condominium; provided, however, that any such action shall also be approved by affirmative vote of more than fifty (50%) percent of all Co-owners in number and in value. The aforementioned fifty (50 %) percent approval requirement shall not apply to sub-paragraph (h) below.

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

(i) To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the Association and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of more than sixty (60%) percent of all Co-owners in number and in value, unless same is a letter of credit and/or appeal bond for litigation, or unless same is for a purchase of personal property with a value of \$15,000.00 or less.

(j) To make and enforce reasonable rules and regulations in accordance with Article VI, Section 10 of these Bylaws and to make and enforce resolutions and policies in furtherance of any or all of the purposes of the Association or of the Condominium Documents.

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

(l) To enforce the provisions of the Condominium Documents.

Section 5. Management Agent. The Board of Directors may employ for the Association a professional management agent (which shall not be a Co-owner or resident or affiliated with a Co-owner or resident) at a reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In the event the Board does employ a professional management agent for the Association, the Board shall secure the written

approval of at least sixty-six and two-thirds percent (66-2/3%) of the collective total of institutional holders of first mortgage liens on any units in the Condominium prior to terminating such professional management agent (or any successor thereto) and assuming self-management. In no event shall the Board be authorized to enter into any contract with a professional management agent in which the maximum term is greater than three (3) years or which is not terminable by the Association upon ninety (90) days' written notice thereof to the other party.

Section 6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a director by a vote of the members of the Association shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum. Each person so elected shall serve until the next annual meeting of members, at which the Co-owners shall elect a director to serve the balance of the term of such directorship.

Section 7. Removal by Co-owners. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one (1) or more of the directors may be removed with or without cause by the affirmative vote of more than fifty (50%) percent of all of the Co-owners in number and in value qualified to vote and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting.

Section 8. First Meeting. The first meeting of the newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time-to-time by a majority of the Board of Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director, personally, by mail, telephone or telegraph, at least five (5) days prior to the date named for such meeting. In lieu thereof, said notice may also be hand delivered or electronically transmitted, i.e. via facsimile, E-mail or the like, so long as written or electronic confirmation of receipt of the notice is returned by the director.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President upon three (3) days' notice to each director, given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. In lieu thereof, said notice may also be hand delivered or electronically

transmitted, i.e. via facsimile, E-mail or the like, so long as written or electronic confirmation of receipt of the notice is returned by the director. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of two (2) directors.

Section 11. Waiver of Notice. Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be deemed a waiver of notice by the director of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. Quorum. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors 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 is less than a quorum present, the majority of those persons present may adjourn the meeting to a subsequent time upon twenty-four (24) hours prior written notice delivered to all directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such director for purposes of determining a quorum.

Section 13. Closing of Board of Directors' Meetings to Members; Privileged Minutes. The Board of Directors, in its discretion, may close a portion or all of any meeting of the Board of Directors to the members of the Association or may permit members of the Association to attend a portion or all of any meeting of the Board of Directors. Any member of the Association shall have the right to inspect, and make copies of, the minutes of the meetings of the Board of Directors; provided, however, that no member of the Association shall be entitled to review or copy any minutes of meetings of the Board of Directors to the extent that said minutes reference privileged communications between the Board of Directors and counsel for the Association, or any other matter to which a privilege against disclosure pertains under Michigan Statute, common law, the Michigan Rules of Evidence, or the Michigan Court Rules.

Section 14. Action by Written Consent. Any action permitted to be taken by the Board of Directors at a meeting of the Board shall be valid if consented to in writing by the requisite majority of the Board of Directors.

Section 15. Participation in a Meeting by Telephone. A director may participate in a meeting by means of conference telephone or similar communications equipment by

means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this Section constitutes presence at the meeting.

Section 16. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

ARTICLE XI

OFFICERS

Section 1. Officers. The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Vice-President, Secretary and a Treasurer. Both the President and the Vice-President must be members of the Association; other officers may, but need not be, members of the Association. Any such members serving as officers shall be in good standing of the Association. The directors may appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary. Any two (2) offices except that of President and Vice-President may be held by one (1) person. Officers shall be compensated only upon the affirmative vote of more than fifty (50%) percent of all Co-owners in number and in value.

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

Section 3. Removal. Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and a successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose. No such removal action may be taken, however, unless the matter shall have been included in the notice of such meeting. The officer who is proposed to be removed shall be given an opportunity to be heard at the meeting.

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

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

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

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

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

ARTICLE XII

SEAL

The Association may (but need not) have a seal. If the Board determines that the Association shall have a seal, then it shall have inscribed thereon the name of the Association, the words "corporate seal", and "Michigan".

ARTICLE XIII

FINANCE

Section 1. Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration, and which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. The nonprivileged Association books, records, and contracts concerning the administration and operation of the Condominium shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours, subject to such reasonable inspection procedures as may be established by the Board of Directors from time to time. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be reviewed or audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does there need to be a certified audit. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefor. The cost of any such review or audit and any accounting expenses shall be expenses of administration.

Section 2. Fiscal Year. The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the directors. Absent such determination by the Board of Directors, the fiscal year of the Association shall be the calendar year. The commencement date of the fiscal year shall be subject to change by the directors for accounting reasons or other good cause.

Section 3. Depositories. The funds of the Association shall be initially deposited in such bank, savings association or money market accounts as may be approved by the Board of Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time. The funds may be invested from time to time in accounts or deposit certificates of such banks or savings associations as are insured by the Federal Deposit Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government or in such other depositories as may be adequately insured in the discretion of the Board of Directors.

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

Section 1. Indemnification of Directors and Officers. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable counsel fees and amounts paid in settlement incurred by or imposed upon the director or officer in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, to which the director or officer may be a party or in which he/she may become involved by reason of his/her being or having been a director or officer of the Association, whether or not he/she 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 or wanton misconduct or gross negligence in the performance of the director's or officer's duties, and except as otherwise prohibited by law; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled. At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof.

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

ARTICLE XV

AMENDMENTS

Section 1. Proposal. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the directors or by one-third (1/3) or more in number of the Co-owners or by an instrument in writing signed by them.

Section 2. Meeting. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of these Bylaws.

Section 3. Voting. These Bylaws may be amended by the Co-owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than sixty-six and two-thirds (66-2/3%) percent of all Co-owners in number and in value. No consent of mortgagees shall be required to amend these Bylaws unless such amendment would materially alter or change the rights of such mortgagees, in which event the approval of sixty-six and two-thirds (66-2/3%) percent of mortgagees shall be required with each mortgagee to have one (1) vote for each mortgage held.

Section 4. When Effective. Any amendment to these Bylaws shall become effective upon recording of such amendment in the office of the County Register of Deeds.

Section 5. Binding. A copy of each amendment to these Bylaws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Condominium irrespective of whether such persons actually receive a copy of the amendment.

ARTICLE XVI

COMPLIANCE

The Association of Co-owners and all present or future Co-owners, tenants, land contract purchasers, or any other persons acquiring an interest in or using the facilities of the Condominium in any manner are subject to and shall comply with the Act, as amended, and with the Condominium Documents, and the mere acquisition, occupancy or rental of any Unit or an interest therein or the utilization of or entry upon the Condominium Premises shall signify that the Condominium Documents are accepted and ratified. In the event the Condominium Documents conflict with the provisions of the Act, the Act shall govern. In

the event any provision of these Bylaws conflicts with any provision of the Consolidating Master Deed, the provisions of the Consolidating Master Deed shall govern.

ARTICLE XVII

DEFINITIONS

All terms used herein shall have the same meaning as set forth in the Consolidating Master Deed to which these Bylaws are attached as an Exhibit or as set forth in the Act. Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where the same would be appropriate.

ARTICLE XVIII

REMEDIES FOR DEFAULT

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

(a) **Legal Action.** Failure to comply with any of the terms and provisions of the Condominium Documents or the Act, including any of the rules and regulations promulgated by the Board of Directors of the Association hereunder, shall be grounds for relief, which may include without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.

(b) **Recovery of Costs.** In the event of a default of the Condominium Documents by a Co-owner, lessee, tenant, nonCo-owner resident and/or guest, the Association shall be entitled to recover from the Co-owner, lessee, tenant, nonCo-owner resident and/or guest, the prelitigation costs and attorney fees incurred in obtaining their compliance with the Condominium Documents. In any proceeding arising because of an alleged default by any Co-owner, lessee, tenant, nonCo-owner resident and/or guest, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney fees, (not limited to statutory fees) as may be determined by the Court, but in no event shall any Co-owner be entitled to recover such attorney fees. The Association, if successful, shall also be entitled to recoup the costs and attorney's fees incurred in defending any claim, counterclaim or other matter from the Co-owner asserting the claim, counterclaim or other matter.

(c) **Removal and Abatement.** The violation of any of the provisions of the Condominium Documents, including the rules and regulations promulgated by the Board

of Directors of the Association hereunder, shall also give the Association, or its duly authorized agents, the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or into any Unit, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents; provided, however, that judicial proceedings shall be instituted before items of construction are altered or demolished pursuant to this subsection. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

(d) Assessment of Fines. The violation of any of the provisions of the Condominium Documents, including any of the rules and regulations promulgated by the Board of Directors of the Association hereunder, by any Co-owner, his tenant or nonCo-owner occupant of his Unit, in addition to the rights set forth above, shall be grounds for assessment by the Association of a monetary fine for such violation against said Co-owner. No fine may be assessed unless the rules and regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-owners in the same manner as prescribed in Article VI, Section 10 of these Bylaws. Thereafter, fines may be assessed only upon notice to the offending Co-owner and an opportunity for such Co-owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. Upon finding an alleged violation after an opportunity for hearing has been provided, the Board of Directors may levy a fine in such amount as it, in its discretion, deems appropriate, and/or as is set forth in the rules and regulations establishing the fine procedure. All fines duly assessed may be collected in the same manner as provided in Article II of these Bylaws.

Section 2. Nonwaiver of Right. The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provision, covenant or condition in the future.

Section 3. Cumulative Rights, Remedies, and Privileges. All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants or conditions of the aforesaid Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

ARTICLE XIX

LINER 9839 PAGE 269

SEVERABILITY

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

RMM\Hd\MM\MyRes\SchutzA&R\Bylaws 5.6.99

SCHULTZ ESTATES II

TABLE OF CONTENTS

Permit to Sell

Certificate of Approval of Master Deed

Master Deed

Condominium Bylaws -

Condominium Plans

Permit to Sell - First Amendment

Certificate of Approval of First Amendment

First Amendment to the Master Deed

Schultz Estates II Association Certificate of Incorporation

Schultz Estates II Association Articles of Incorporation

Schultz Estates II Association Bylaws -

Declaration of Easement recorded in Liber 256, Pages 794
through 802, Macomb County Records

Declaration of Easement recorded in Liber 3081, Pages 954
through 966, Macomb County Records

Corporation & Securities Bureau
6546 Merchantile Way
Lansing, Michigan 48909

P.O. Box 36054
Corporation Division
General Information
(517) 373-0493
Record Information
(517) 373-0496
Annual Report
(517) 373-0488

STATE OF MICHIGAN



WILLIAM G. MILLIKEN, Governor

DEPARTMENT OF COMMERCE

KEITH MOLIN, Director
O R D E R

P.O. Box 30222
Enforcement Division
(517) 374-9426
Examination Division
(517) 373-0485
Condominiums
(517) 373-8028
Mobile Homes
(517) 374-9586

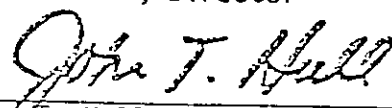
CONDITIONAL PERMIT TO SELL

In re: Application of Schultz Homes Incorporated, 521 Sheldon Road, Grosse Pointe, Michigan 48236, Developer, for a Conditional Permit To Sell order for SCHULTZ ESTATES II, Canal Road and Greenfield Road, Clinton Township, Macomb County, Michigan. (Our File #77-26.)

-
1. Application having been duly made and examined, and
 2. A Certificate of Approval of Master Deed having been entered on December 23, 1977 and recorded on February 15, 1978, in Liber 2912, page 189; and the Master Deed, having been recorded on February 15, 1978, in Liber 2912, pages 190 through 227, in the Macomb County Register of Deeds.
 3. Therefore, a Conditional Permit To Sell apartments is hereby granted to the developer pursuant to Act 229, Public Acts of 1963, as amended, subject to the following conditions:
 - a) That each purchaser of an apartment be given, before or at the time of purchase, a copy of the recorded Master Deed reduced to 8 1/2 x 14 inches, including the by-laws and plans which are a part thereof.
 - b) That this Bureau be furnished with a copy of all advertisements and sales literature to be used in the sale of apartments, and that approval be obtained prior to use.
 - c) That no unit be conveyed until an occupancy permit has been received.
 - d) That until conveyance of title, all deposits shall be placed and remain in the escrow account.
 - e) That "as built" plans must be submitted no later than 90 days after satisfactory completion of the construction contracts relating to this project.
 4. This Conditional Permit To Sell becomes effective immediately, but shall expire one year from date hereof as to any apartments not deeded or sold under land contract unless request is made by developer for extension.

MICHIGAN DEPARTMENT OF COMMERCE
Keith Molin, Director

By



John T. Hull, Acting Director
Corporation & Securities Bureau



Dated: February 17, 1978
Lansing, Michigan

Securities Division
Corporation & Securities Bureau
5511 Enterprise Drive
Lansing, Michigan 48913

HUGH H. MAKENS, DIRECTOR

STATE OF MICHIGAN



WILLIAM G. MILLIKEN, Governor

Securities Division
(517) 373-6485
Corporation Division
(517) 373-0496
Condominium Unit
(517) 373-8028

DEPARTMENT OF COMMERCE

RICHARD K. HELMBRECHT, Director

Recorded in Liber 2912,
Page 189, Macomb County
Records on February 15, 1978.

O R D E R

CERTIFICATE OF APPROVAL OF MASTER DEED

In re: Application of Schultz Homes Incorporated, 521 Sheldon Road, Grosse Pointe, Michigan 48236, Developer, for a Certificate of Approval of Master Deed for SCHULTZ ESTATES II, Canal Road and Greenfield Road, Clinton Township, Macomb County, Michigan. (Our File #77-26.)

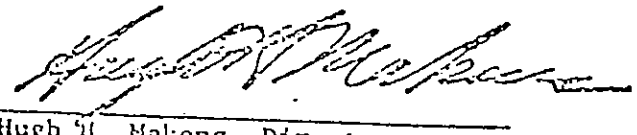
.....

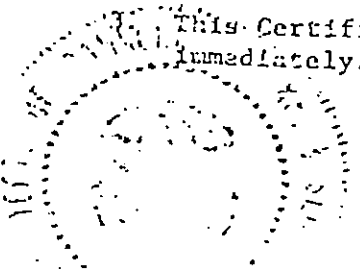
1. Application having been duly made and examined.
2. A Certificate of Approval of the Master Deed for the above condominium is hereby given to the developer, pursuant to Act 229, Public Acts of 1963, as amended, subject to the following conditions:
 - a. That consents to the submission of the real property 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.
 - b. That this order be recorded with the County Register of Deeds at the same time as the Master Deed itself is so recorded. A copy of such recorded documents shall be returned to the Michigan Department of Commerce, Corporation and Securities Bureau, prior to the issuance of a Permit to Sell.
 - c. That the Master Deed shall not be recorded without a certification by the Treasurer collecting same that all property taxes and special assessments which have become a lien on the property involved in the project have been paid in full.
 - d. When construction has been completed the developer shall amend the Master Deed by filing "as built" plans.

This Certificate of Approval of the Master Deed becomes effective immediately.

MICHIGAN DEPARTMENT OF COMMERCE
Richard K. Helmbrecht, Director

By


Hugh H. Makens, Director
Corporation & Securities Bureau


Dated: December 23, 1977
Lansing, Michigan

MASTER DEED
SCHULTZ ESTATES II
(Act 229, Public Acts of 1963, as amended)

Recorded in Liber 2912,
Pages 190 through 227,
Macomb County Records
on February 15, 1978.

This Master Deed is made and executed on this 14th day of February, 1978, by Schultz Homes Incorporated, a Michigan corporation, hereinafter referred to as "Developer," whose office is situated at 521 Sheldon Road, Grosse Pointe Shores, Michigan, represented herein by one of its officers who is fully empowered and qualified to act on behalf of the corporation, in pursuance of the provisions of the Michigan Horizontal Real Property Act as amended (being Section 559.2 of the Compiled Laws of 1948 and Act 229 of the Public Acts of 1963), hereinafter referred to as the "Act."

W I T N E S S E T H :

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

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

ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as Schultz Estates II, Macomb County Condominium Subdivision Plan No. 115. The architectural plans for the project were approved by the Township of Clinton, Michigan. The Condominium Project is established in accordance with the Act. The buildings and units contained in the Condominium, including the number, boundaries, dimensions, area and volume of each unit therein are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" hereto. Each building contains individual units for residential purposes and each unit is capable of individual utilization on account of having its own entrance from and exit to a common element of the Condominium Project. Each co-owner in the Condominium Project shall have an exclusive right to his unit and shall have undivided and inseparable rights to share with other co-owners the common elements of the Condominium Project as are designated by the Master Deed.

ARTICLE II

LEGAL DESCRIPTION

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

A parcel of land being a part of the West 1/2 of Section 8, T. 2 N., R. 13 E., Clinton Township, Macomb County, Michigan, and being more particularly described as follows: Commencing at the West 1/4 corner of said Section 8; thence N. 00° 05' 45" E. along the West line of Section 8 and centerline of Garfield Road, 868.49 feet; thence S. 89° 58' 45" E., 259.00 feet to the point of beginning of property herein described; thence N. 00° 05' 45" E., 302.49 feet; thence S. 89° 58' 45" E., 417.09 feet; thence N. 00° 06' 45" E., 441.43 feet; thence S. 89° 53' 15" E., 437.47 feet to a point of curve; thence along the arc of curve to the right 786.00 feet radius of 929.00 feet delta 48° 28' 35" chord bearing S. 19° 59' 57" W. chord 762.77 feet to point of compound curve; thence along the arc of curve to the right 103.64 feet radius of 304.00 feet delta 19° 32' 00" chord bearing S. 54° 00' 04" W. chord 103.14 feet; thence N. 23° 35' 35" W. 28.04 feet to point of curve; thence along the arc of curve to the right 137.22 feet radius of 276.00 feet, delta 28° 29' 07" chord bearing S. 77° 44' 31" W. chord 135.81 feet; thence N. 88° 00' 57" W. 283.46 feet to point of curve; thence along the arc of curve to the right 54.45 feet radius of 40.00 feet, delta 78° 00' 28" chord bearing N. 49° 00' 43" W., chord 50.35 feet; thence S. 83° 34' 39"

W. 46.70 feet to point of beginning. Subject to any and all easements of record or otherwise.

Together with and subject to an easement for ingress and egress as set forth in that certain Declaration of Easement, dated January 27, 1975 and recorded February 4, 1975 in Liber 2564 on Pages 794 through 802 of Oakland County Records.

And also subject to the right of the Developer, reserved hereby, to grant an easement for ingress and egress over the above described lands to Schultz Estates, a condominium project established pursuant to the Master Deed thereof, recorded on February 4, 1975 in Liber 2564 at Page 805 of Oakland County Records.

ARTICLE III DEFINITIONS

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

(a) The "Act" means the Michigan Horizontal Real Property Act, being Act 229 of the Public Acts of 1963, as amended.

(b) "Association" shall mean the non-profit corporation organized under Michigan law of which all co-owners shall be members which corporation shall administer, operate, manage and maintain the Condominium. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

(c) "Condominium Bylaws" means Exhibit "A" hereto, being the Bylaws setting forth the substantive rights and obligations of the co-owners and required by Section 2(k)(7) of the Act to be recorded as part of the Master Deed.

(d) "Association Bylaws" means the corporate Bylaws of Schultz Estates II Association, the Michigan non-profit corporation organized to manage, maintain and administer the Condominium.

(e) "Consolidating Master Deed" means the final amended Master Deed which shall describe Schultz Estates II as a completed Condominium Project and shall reflect the entire land area added to the Condominium from time to time under Article VII hereof, and all apartments and common elements therein, and which shall express percentages of value pertinent to each apartment as finally readjusted. Such Consolidating Master Deed, when approved by the Michigan Department of Commerce and recorded in the Office of the Macomb County Register of Deeds, shall supersede the previously recorded Master Deed and all amendments thereto for Schultz Estates II.

(f) "Apartment" or "unit" each mean the enclosed space constituting a single complete residential unit in Schultz Estates II as such space may be described on Exhibit "B" hereto, and shall have the same meaning as the term "apartment" as defined in the Act.

(g) "Condominium Documents" wherever used means and includes this Master Deed and Exhibits "A" and "B" hereto, the Articles of Incorporation, Bylaws and the Rules and Regulations, if any, of the Association.

(h) "Condominium Project," "Condominium" or "Project" means Schultz Estates II as an approved Condominium Project established in conformity with the provisions of the Act.

(i) "Condominium Subdivision Plan" means Exhibit "B" hereto.

(j) "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more units in the Condominium Project. The term "owner," wherever used, shall be synonymous with the term "co-owner."

(k) "Condominium Premises" means and includes the land and the buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Schultz Estates II as described above.

(l) "Common Elements," where used without modification, shall mean both the general and limited common elements described in Article IV hereof.

(m) "Developer" shall mean Schultz Homes Incorporated, a Michigan corporation, which has made and executed this Master Deed, and its successors and assigns.

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

ARTICLE IV COMMON ELEMENTS

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

A. The general common elements are:

(1) The land described in Article II hereof, including driveways, roads, sidewalks, rubbish areas and unassigned parking spaces;

(2) The electrical wiring network throughout the project, including that contained within unit walls, up to the point of connection with electrical fixtures within any unit. Electricity for each building sump pump is metered to one co-owner of an apartment in that building, and the expense thereof shall be paid in the first instance by the Association and rebilled to each co-owner in such buildings on a pro-rata basis computed by dividing each such co-owner's percentage of value by the combined percentages of value for the units in all the buildings so metered and multiplying the resulting percentage times the total electricity bill for sump pump usage for buildings so metered;

(3) The gas line network throughout the project, including that contained within unit walls, up to the point of connection with gas fixtures within any unit;

(4) The telephone wiring network throughout the project, including that contained within unit walls, up to the point of connection with telephone equipment within any unit;

(5) The plumbing network throughout the project, including that contained within unit walls, up to the point of connection with plumbing fixtures within any unit;

(6) The water distribution system, sanitary sewer system and storm drainage system throughout the project, up to the point of connection with any plumbing network within any building;

(7) Foundations, supporting columns, unit perimeter walls (including windows and doors therein) roofs, ceilings, floor construction between unit levels and chimneys;

(8) The easement for ingress and egress referred to in Article II hereof;

(9) Such other elements of the project not herein designated as general or limited common elements which are not enclosed within the boundaries of an apartment, and which are intended for common use or necessary to the existence, upkeep and safety of the project.

B. The limited common elements are:

(1) Certain garages and the driveways leading to said garages are both appurtenant to specific apartments as limited common elements as designated on Exhibit "B" hereto with letters which correspond to the apartments to which such garages and adjacent driveways respectively appertain;

(2) Each individual balcony and porch in the project is restricted in use to the co-owner of the apartment which opens into such balcony and porch as shown on Exhibit "B" hereto;

(3) Each individual patio in the project is restricted in use to the co-owner of the apartment which opens onto such patio as shown on Exhibit "B" hereto. Developer hereby reserves the right to construct a fence around one or more patios and to thereby create a patio area. The fence may be constructed at a reasonable distance from the location of the patio shown on Exhibit "B" hereto to create a landscaped area within the patio area. The Developer may construct as many fences as Developer, in its sole discretion, deems appropriate and need not construct a fence around every patio. The Developer shall amend Exhibit "B" to indicate all such patio areas if any are created and all of the co-owners and mortgagees of apartments and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed as the same may be approved by the Department of Commerce. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments of the Master Deed and all other documents necessary to effectuate the foregoing;

(4) Each fireplace in the project is restricted in use to the co-owner of the apartment which such fireplace services;

(5) Each individual court in the project is restricted in use to the co-owner of the apartment which opens into such court as shown on Exhibit "B" hereto. Developer hereby reserves the right to construct a cement slab in such court. Developer may construct as many cement slabs in courts as Developer, in its sole discretion, deems appropriate and Developer need not construct a cement slab in each court;

(6) Each individual air conditioner and air conditioner compressor in the project is restricted in use to the co-owner of the apartment which such limited common elements service;

(7) The interior surfaces of apartment and garage perimeter walls (including windows and doors therein), ceilings and floors contained within an apartment and the appurtenant garage shall be subject to the exclusive use and enjoyment of the co-owner of such apartment and appurtenant garage;

Developer hereby reserves the right to install an awning on any buildings in the condominium. Any such awning shall be a limited common element restricted in use to the co-owner of the apartment which such awning services. The costs of maintenance, replacement and repair of each such awning shall be borne by the co-owner of the apartment which such awning services. The Developer shall amend Exhibit "B" to indicate all such awnings if any are installed and all of the co-owners and mortgagees of apartments and other persons interested or to become interested in the condominium from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed as the same may be approved by the Department of Commerce. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

C. The respective responsibilities for the maintenance, repair, decoration and replacement are as follows:

(1) The costs of maintenance, repair and replacement of each patio described in Article IV B(3) above shall be borne by the co-owner of the apartment to which such limited common element respectively appertains. If the Developer constructs a fence around the patio as provided in Article IV B(3) above, then any landscaped area created thereby shall be maintained, repaired or replaced by the co-owner of the apartment to which such limited common element appertains and the fence so constructed shall be maintained, repaired or replaced by the Association.

(2) The costs of maintenance and repair (but not replacement except in the case of co-owner fault) of each fireplace described in Article IV B(4) above shall be borne by the co-owner of the apartment to which such limited common element is appurtenant.

(3) The costs of maintenance, repair and replacement of each court and the cement slab, if any, constructed in said court referred to in Article IV B(5) above shall be borne by the co-owner of each apartment to which such limited common element respectively appertains; provided, however, that any fences surrounding courts installed by the Developer shall be maintained, repaired and replaced by the Association.

(4) The costs of decoration and maintenance (but not repair or replacement except in cases of co-owner fault) of all garage interior surfaces and apartment interior surfaces referred to in Article IV B(1) and Article IV B(7) above shall be borne by the co-owner of each apartment to which such limited common elements are appurtenant.

(5) The costs of maintenance, repair and replacement of each air conditioner and air conditioner compressor referred to in Article IV B(6) above shall be borne by the co-owner of each apartment to which such limited common elements are appurtenant.

(6) The costs of maintenance, repair and replacement of the roadways referred to in the casement for ingress and egress referred to in Article IV A(8) shall be borne by the Association.

(7) The costs of maintenance, repair and replacement of all general and limited common elements other than as described above shall be borne by the Association.

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.

ARTICLE V

APARTMENT DESCRIPTION AND PERCENTAGE OF VALUE

A. Each apartment in the project is described in this paragraph with reference to the Subdivision and Site Plan of Schultz Estates II as surveyed by Robert Shanayda and attached hereto as Exhibit "B". Each apartment shall include: (1) With respect to each unit basement, all that space contained within the unpainted surfaces of the basement floor and walls and the uncovered underside of the first floor joists, and (2) with respect of the floors of units other than basements, all that space contained within the interior finished unpainted walls and ceilings and from the finished subfloor all as shown on the floor plans and sections in Exhibit "B" hereto and delineated with heavy outlines. The dimensions shown on basement and foundation plans in Exhibit "B" have been or will be physically measured by Robert Shanayda. In the event that the dimensions on the measured foundation plan of any specific unit differ from the dimensions on the typical foundation plan for such unit shown in Exhibit "B", then the typical floor plans for such unit shall be deemed to be automatically changed for such specific unit in the same manner and to the same extent as the measured foundation plan. Building elevations are shown in detail in architectural plans on 35 millimeter microfilm aperture cards on file with the Michigan Department of Commerce.

B. The percentage of value assigned to each apartment is set forth in subparagraph C below. 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. The percentage of value allocated to each apartment may be changed only with the prior written approval of each institutional holder of a first mortgage lien on any unit in the project and with the unanimous consent of all of the co-owners expressed in an amendment to this Master Deed, duly approved and recorded, except as provided in Article VII hereof.

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.

Apartment Number	Percentage of Value Assigned	Apartment Number	Percentage of Value Assigned
1	1.87	23	1.80
2	1.80	24	1.80
3	1.80	25	1.80
4	1.80	26	1.87
5	1.80	27	1.83
6	1.87	28	1.47
7	1.76	29	1.61
8	1.68	30	1.54
9	1.68	31	1.83
10	1.68	32	1.47
11	1.68	33	1.61
12	1.76	34	1.54
13	1.76	35	1.83
14	1.68	36	1.47
15	1.68	37	1.61
16	1.68	38	1.54
17	1.68	39	1.83
18	1.68	40	1.47
19	1.68	41	1.61
20	1.76	42	1.54
21	1.87	43	1.87
22	1.80	44	1.80

C. EASEMENT FOR INGRESS AND EGRESS

An easement exists for the purpose of ingress and egress to the condominium over Edloytom Way and Todd Mark Lane as set forth in that certain Declaration of Easement, dated January 27, 1975 and recorded February 4, 1975 in Liber 2564 on Pages 794 through 802 of Oakland County Records.

Developer hereby reserves the right to grant an easement for ingress and egress over the land described in Article II hereof to Schultz Estates, a condominium project established pursuant to the Master Deed thereof, recorded on February 4, 1975 in Liber 2564 at Page 805 of Oakland County Records. All of the co-owners and mortgagees of apartments and other persons interested or to become interested in the condominium from time to time shall be deemed to have irrevocably and unanimously consented to such grant of an easement for ingress and egress to Schultz Estates.

ARTICLE VII

ENLARGEMENT OF CONDOMINIUM

The Condominium Project established pursuant to the initial Master Deed of Schultz Estates II and consisting of 58 units is intended to be the first stage of a multi-stage project proposed to contain in its entirety approximately 308 apartments. Additional units, if any, will be constructed upon all or some portion of the following described land:

PARCEL "A"

A parcel of land being a part of the West 1/2 of Section 8, T. 2 N., R. 13 E., Clinton Township, Macomb County, Michigan and being more particularly described as follows: Commencing at the West 1/4 corner of said Section 8; thence S. 00° 08' 50" W., along the West line of Section 8, 144.95 feet; thence S. 68° 56' 40" E. along the centerline of Canal Road 724.68 feet; thence S. 69° 15' 40" E. along the centerline of Canal Road 269.00 feet; thence N. 18° 23' 24" E. 534.08 feet to point of curve; thence along the arc of a curve to the left 202.25 feet; radius of 369.00 feet, delta 31° 24' 14", chord bearing N. 02° 41' 20" E., chord distance of 199.73 feet; thence N. 13° 00' 48" W. 77.44 feet; thence S. 74° 28' 54" E., 372.85 feet; thence N. 75° 35' 09" E., 225.00 feet; thence N. 11° 28' 20" E., 328.92 feet; thence N. 00° 11' 09" E., 190.00 feet to the point of beginning of property herein described; thence N. 89° 48' 51" W., 323.17 feet to point of curve; thence along the arc of a curve to the right 218.68 feet; radius of 306.00 feet, delta 40° 56' 48", chord bearing N. 69° 20' 28" W. chord distance of 214.06 feet; thence along the arc of a curve to the left 244.03 feet, radius of 654.00 feet, delta 21° 22' 44", chord bearing S. 29° 59' 44" W., chord distance of 242.62 feet; thence N. 71° 47' 58" W. 178.21 feet to point of curve; thence along the arc of a curve to the right 173.32 feet, radius of 206.00 feet, delta 48° 12' 23", chord bearing N. 47° 41' 39" W., chord distance of 168.25 feet; thence N. 23° 35' 35" W., 81.25 feet; thence along the arc of a curve to the right 137.22 feet, radius of 276.00 feet, delta 28° 29' 07", chord bearing of S. 77° 44' 31" W., chord distance of 135.81 feet; thence N. 88° 00' 57" W., 283.46 feet to point of curve; thence along the arc of a curve to the right 54.45 feet radius of 40.00 feet, delta of 78° 00' 28", chord bearing N. 49° 00' 43" W., chord distance of 50.35 feet; thence S. 83° 34' 39" W., 46.70 feet; thence N. 00° 05' 45" E., 302.49 feet; thence S. 89° 58' 45" E., 417.09 feet; thence N. 00° 06' 45" E., 1481.79 feet; thence East along the centerline of 19 Mile Road, 678.22 feet; thence S. 00° 15' 10" W., 1693.93 feet; thence S. 89° 44' 50" E., 380.84 feet; thence S. 00° 11' 09" W., 207.13 feet to the point of beginning. Subject to the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road and highway or easement purposes.

PARCEL "B"

A parcel of land being a part of the West 1/2 of Section 8, T. 2 N., R. 13 E., Clinton Township, Macomb County, Michigan, and being more particularly described as follows: Commencing at the West 1/4 corner of said Section 8; thence S. 00° 08' 50" W., along the West line of Section 8, 144.95 feet; thence S. 68° 56' 40" E., along the centerline of Canal Road, 724.68 feet; thence S. 69° 15' 40" E., along the centerline of Canal Road, 869.17 feet; thence N. 17° 18' 00" E., along the centerline of Greenfield Road 373.28 feet; thence N. 56° 06' 00" E., along the centerline of Greenfield Road 482.00 feet to the point of beginning of property herein described; thence N. 00° 21' 00" W., 1043.66 feet; thence S. 89° 44' 50" E., 706.11 feet; thence S. 00° 21' 00" E., along the North and South 1/4 line of Section 8, 568.00 feet; thence S. 56° 06' 00" W., along the centerline of Greenfield Road 847.22 feet to the point of beginning. Subject to the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road and highway or easement purposes.

PARCEL "C"

A parcel of land being a part of the West 1/2 of Section 8, T. 2 N., R. 13 W., Clinton Township, Macomb County, Michigan, and being more particularly described as follows: Commencing at the West 1/4 corner of said Section 8, thence S. 00° 08' 50" W., along the West line of Section 8, 144.95 feet; thence S. 68° 56' 40" E., along the centerline of Canal Road (86 feet wide), 724.68 feet; thence S. 69° 15' 40" E., along the centerline of Canal Road, 269.00 feet to the point of beginning of property herein described; thence N. 18° 23' 24" E., 534.08 feet to point of curve to the left; thence along the arc of said curve 202.25 feet, radius of 369.00 feet, delta 31° 24' 14", chord bearing N. 02° 41' 20" E., chord 199.73 feet; thence N. 13° 00' 48" W., 77.44 feet; thence S. 74° 28' 54" E., 372.85 feet; thence N. 75° 35' 09" E., 225.00 feet; thence N. 11° 28' 20" E., 328.92 feet; thence N. 00° 11' 09" E., 397.13 feet; thence S. 89° 44' 50" E., 261.68 feet; thence S. 00° 21' 00" E., 1043.66 feet to a point in the centerline of Greenfield Road; thence S. 56° 06' 00" W., 482.00 feet; thence S. 17° 18' 00" W., along the centerline of Greenfield Road, 373.28 feet; thence N. 69° 15' 40" W., along the centerline of Canal Road, 600.17 feet to the point of beginning.

Subject to the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road and highway or easement purposes.

(hereinafter referred to as "future development"). Therefore, any other provisions of this Master Deed notwithstanding, the number of units in the project may, at the option of the Developer or its successors or assigns, from time to time, within a period ending no later than December 31, 1985, be increased by the addition to this Condominium of any portion of the future development and the construction of residential units thereon. The nature, appearance and location of all such additional units as may be constructed thereon shall be determined by Developer in its sole judgment and as may be approved by the Township of Clinton. Such increase in size of this Condominium Project shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the discretion of the Developer or its successors and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of 100 for the entire project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be within the sole judgment of Developer except that such readjustments shall be approved by the Michigan Department of Commerce. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon relative size and amenities of various units; PROVIDED, HOWEVER, that in no such amendment or amendments shall the percentage of value assigned to each apartment in Article V hereof be increased, nor shall the percentage of value assigned to each apartment in Article V hereof be diminished to less than .10% by such amendment or amendments. Such amendment or amendments to the Master Deed shall also contain such further definitions and redefinitions of general or limited common elements as may be necessary to adequately describe and service the additional section or sections being added to the project by such amendment. In connection with any such amendment(s), Developer shall have the right to change the nature of any common element previously included in the project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of roadways and sidewalks in the project to any roadways and sidewalks that may be located on, or planned for the future development, and to provide access to any unit that is located on, or planned for the future development, from the roadways and sidewalks located in the project. All of the co-owners and mortgagees of apartments and other persons interested or to become interested in the project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and, subject to the limitations set forth herein, to any proportionate reallocation of percentages of value of existing apartments which Developer or its successors may determine necessary in conjunction with such amendment or amendments as the same may be approved by the Department of Commerce. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto; PROVIDED, HOWEVER, that a Consolidating Master Deed, when recorded, shall supersede all previously recorded Master Deeds. Nothing herein contained, however, shall in any way obligate Developer to enlarge the Condominium Project beyond the section established by this Master Deed and Developer (or its successors and assigns) may, in its discretion, establish all or a portion of said future development as a rental development, a separate condominium project (or projects) or any other form of development.

ARTICLE VIII

AMENDMENT

Except as provided in preceding Articles as set forth above, the Condominium Project shall not be terminated, vacated, revoked or abandoned or any of the provisions of this Master Deed or Exhibit "B" amended (but not Exhibit "A" hereto which may be amended as therein provided) unless all of the co-owners and the mortgagees of all of the mortgages covering the apartments unanimously agree to such termination, vacation, revocation, abandonment or amendment by duly approved and recorded instruments; FURTHER, unless all holders of first mortgages on individual units in the project have given their prior written approval, neither the Association nor any co-owner(s) shall partition or subdivide any unit or the common elements of the project; PROVIDED, HOWEVER, that prior to expiration of one year from the date of the first annual meeting of members of the Association, the Developer may with the approval of the Michigan Department of Commerce (but without the consent of any co-owner or any other person) amend this Master Deed and the Plans attached as Exhibit "B" in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit "A" as do not materially affect any rights of any co-owner or mortgagee in the project, including, but not limited to, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective co-owners and to enable the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association and/or any other agency of the federal government or the State of Michigan.

WITNESSES:

SCHULTZ HOMES INCORPORATED, a Michigan corporation

/s/ George J. Mager, Jr.

George J. Mager, Jr.

By: /s/ Edward Schultz

Edward Schultz, President

/s/ B. Fran Kline

B. Fran Kline

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

On this 14th day of February, 1978, the foregoing Master Deed was acknowledged before me by Edward Schultz, president of SCHULTZ HOMES INCORPORATED, a Michigan corporation, on behalf of the corporation.

/s/ Marie H. Goodspeed

Marie H. Goodspeed

Notary Public, Oakland County, Michigan

My commission expires: January 13, 1980

MASTER DEED DRAFTED BY:

George J. Mager, Jr.
Dykema, Gossett, Spencer, Goodnow & Trigg
35th Floor, 400 Renaissance Center
Detroit, Michigan 48243

WHEN RECORDED, RETURN TO DRAFTER.

EXHIBIT A
CONDOMINIUM BYLAWS
SCHULTZ ESTATES II

ARTICLE I

ASSOCIATION OF CO-OWNERS

Section 1. Schultz Estates II, a condominium project located in the Township of Clinton, Macomb 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. 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 Article V of the Master Deed, when voting by value. Voting shall be by value except in those instances when voting is specifically required to be both 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. No co-owner, other than the developer, shall be entitled to vote prior to the First Annual Meeting of Members held in accordance with Section 6 of this Article I. The vote of each co-owner may only be cast by the individual representative designated by such co-owner in the notice required in subparagraph "e" below or by a proxy given by such individual representative.

(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 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 commencing with the First Annual Meeting held as provided in Section 6 of this Article I. Other meetings may be provided for in the Bylaws of the Association. Notice of time, place and subject matter of all meetings as provided in the corporate Bylaws of the Association, shall be given to each co-owner by mailing the same to each individual representative designated by the respective co-owners.

(g) The presence in person or by proxy of thirty-five (35%) 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.

* {
324 = 113

(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.

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

Section 3. 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 and all other Association records shall be open for inspection by the co-owners and their mortgagees during reasonable working hours. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any unit in the condominium shall be entitled to receive a copy of such annual audited financial statement within 90 days following the end of the Association's fiscal year upon request therefor. The costs of any such audit and any accounting expenses shall be expenses of administration.

Section 4. The affairs of the Association shall be governed by a Board of Directors, all of whom shall serve without compensation and who must be members of the Association except for the First Board of Directors designated in the Articles of Incorporation of the Association and any successors thereto elected by the developer prior to the First Annual Meeting of Members held pursuant to Section 6 of this Article I. The number, terms of office, manner of election, removal and replacement, meetings, quorum and voting requirements, and other duties or provisions of or relating to directors, not inconsistent with the following, shall be provided by the Association Bylaws.

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

(1) Management and administration of the affairs of and maintenance of the condominium project and the common elements thereof.

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

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

(4) To rebuild improvements after casualty.

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

(6) To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any apartment in the condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association, including (but without limitation) the lease or purchase of any apartment in the condominium for use by a resident manager.

(7) To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the business of the Association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such

action shall also be approved by affirmative vote of more than sixty (60%) percent of all of the members of the Association in number and in value.

(8) To make rules and regulations in accordance with Article VI, Section 11 of these Bylaws.

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

(10) To make rules and regulations and/or to enter into agreements with institutional lenders the purposes of which are to obtain mortgage financing for unit co-owners which is acceptable for purchase by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association and/or any other agency of the federal government or the State of Michigan.

(11) To enforce the provisions of the Condominium Documents.

(b) The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 4(a) of this Article I, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In the event the Board does employ a professional management agent for the Association, the Board shall secure the written approval of each institutional holder of a first mortgage lien on any unit in the condominium prior to terminating such professional management agent (or any successor thereto) and assuming self-management. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the developer, sponsor or builder, in which the maximum term is greater than three years or which is not terminable by the Association upon 90 days' written notice thereof to the other party.

(c) All of the actions (including, without limitation, the adoption of these Bylaws and any Rules and Regulations for the corporation, and any undertakings or contracts entered into with others on behalf of the corporation) of the first Board of Directors of the Association named in its Articles of Incorporation or any successors thereto elected by the Developer before the First Annual Meeting of Members shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the members of the Association at the first or any subsequent annual meeting of members so long as such actions are within the scope of the powers and duties which may be exercised by any Board of Directors as provided in the Condominium documents.

Section 5. The Association Bylaws shall provide the designation, number, terms of office, qualifications, manner of election, duties, removal and replacement of the officers of the Association and may contain any other provisions pertinent to officers of the Association in furtherance of the provisions and purposes of the Condominium Documents and not inconsistent therewith. Officers may be compensated but only upon the affirmative vote of more than sixty (60%) percent of all co-owners in number and in value.

Section 6. The First Annual Meeting of the Members of the Association may be convened only by Developer and may be called, in Developer's discretion, at any time after fifty (50%) percent in value and in number of all units in all phases of development in the Condominium determined with reference to the recorded Consolidating Master Deed have been sold and the purchasers thereof qualified as members of the Association. In no event, however, shall said First Annual Meeting be held later than one hundred twenty (120) days after eighty (80%) percent of all units in all phases of development in the Condominium have been sold and the purchasers thereof qualified as members of the Association or thirty-six (36) months after recordation of the Master Deed, whichever first occurs. The date, time and place of such First Annual Meeting shall be set by the Board of Directors and at least fifteen (15) days' written notice thereof shall be given to each co-owner. Thereafter, an annual meeting shall be held each year on such date as is specified in the Association Bylaws. Within one year after recordation of the Master Deed, there shall be established an Advisory Committee of three (3) non-Developer co-owners. The Advisory Committee may, in the first instance, be appointed by the Directors of the

Association. If the Board of Directors so determines or if more than twenty (20%) percent in number and value of the non-Developer co-owners shall so petition in writing, then a special meeting of the non-Developer co-owners shall be held and the members of the Advisory Committee elected at such meeting. The members of the Advisory Committee shall serve for a period of one year or until their successors are elected. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the non-Developer co-owners until the First Annual Meeting of Members is held in accordance with the provisions hereof. The Advisory Committee shall cease to exist automatically upon the election of Directors at the First Annual Meeting of Members. The temporary Board of Directors and the Advisory Committee shall meet with each other at such times as may be requested by the Advisory Committee; provided, however, that there shall be no more than four such meetings per year unless both entities agree. Developer may call additional meetings of members of the Association for informative or other appropriate purposes prior to the First Annual Meeting of Members and no such meeting (or any special meeting held for the purpose of electing the members of the Advisory Committee) shall be construed as the First Annual Meeting of Members.

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.

The Association shall pay all costs incurred by co-owners pursuant to the maintenance, repair and replacement provisions contained in paragraph 1A of that certain Declaration of Easement, dated January 27, 1975 and recorded February 4, 1975 in Liber 2564 on Pages 794 through 802 of Oakland County Records. These costs shall also be expenses of administration within the meaning of Sections 13 and 15 of Public Act 229 of 1963, as amended.

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

(a) The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those common elements that must be replaced on a periodic basis must be established in the budget and must be funded by regular monthly payments as set forth in Section 4 below rather than by special assessments. Upon adoption of an annual budget by the Board of Directors, copies of said budget shall be delivered to each co-owner and the assessment for said year shall be established based upon said budget, although the delivery of a copy of the budget to each co-owner shall not affect the liability of any co-owner for any existing or future assessments. Should the Board of Directors, at any time determine, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, (2) to provide replacements of existing common elements, (3) to provide additions to the common elements not exceeding \$1,000 annually, or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary.

(b) Special assessments, in addition to those required in (a) above may be made by the Board of Directors from time to time and approved by the co-owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to (1) assessments for capital improvements for additions of a cost exceeding \$1,000 per year, (2) assessments to purchase an apartment upon foreclosure of the lien for assessments described in Section 6 hereof, (3) assessments to purchase an apartment for use as a resident manager's apartment or (4) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph (b) (but not including those assessments referred to in subparagraph 3(a) above which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than sixty (60%) percent of all co-owners in value and in number.

Section 4. All assessments levied against the co-owners to cover expenses of administration shall be apportioned among and paid by the co-owners in accordance with the percentage of value allocated

to each apartment in Article V 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. Annual assessments as determined in accordance with Article II, Section 3(a) above shall be payable by co-owners in twelve (12) equal monthly installments, 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 5. No co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the common elements or by the abandonment of his apartment.

Section 6. The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. Each co-owner, and every other person who from time to time has any interest in the project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each co-owner and every other person who from time to time has any interest in the project, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the apartment with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by Michigan law. Each co-owner of an apartment in the project acknowledges that at the time of acquiring title to such apartment, he was notified of the provisions of this section and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject apartment. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by ordinary mail addressed to the representative designated in the written notice required by Article I 2(e) hereof to be filed with the Association, of a written notice that one or more installments of the annual assessment levied against the pertinent apartment is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding, and (iv) the legal description of the subject apartment. Such affidavit shall be recorded in the Office of the Register of Deeds in the county in which the project is located prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as it elects. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the representative designated above and shall inform such representative that he may request a judicial hearing by bringing suit against the Association. The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorneys' fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the co-owner in default and shall be secured by the lien on his apartment. In the event of default by any co-owner in the payment of any installment of the annual assessment levied against his apartment, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any utilities or other services to a co-owner in default upon seven (7) days' written notice to such co-owner of its intention to do so. A co-owner in default shall not be entitled to utilize any of the general common elements of the project and shall not be entitled to vote at any meeting of the Association so long as such default continues. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the apartment from the co-owner thereof or any persons claiming under him.

Section 7. Notwithstanding any other provisions of the condominium documents, the holder of any first mortgage covering any apartment in the project which comes into possession of the apartment pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments

or charges against the mortgaged unit which accrue prior to the time such holder comes into possession of the unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all units including the mortgaged unit).

Section 8. During the period up to the time of the First Annual Meeting of Members held in accordance with the provisions of Article I, Section 6 hereof, the Developer of the condominium, even though a member of the Association, shall not be responsible for payment of the monthly Association assessment. Developer, however, shall during the period up to the time of the First Annual Meeting pay a proportionate share of the Association's current maintenance expenses actually incurred from time to time based upon the ratio of completed apartments owned by Developer at the time the expense is incurred to the total number of completed 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 replacement, for capital improvements or other special assessments, except with respect to occupied units owned by it. After the First Annual Meeting, Developer shall be responsible for payment of the full monthly Association maintenance assessment for all completed units owned by it and shall also maintain, at its own expense, any incomplete units owned by it. Developer shall not be responsible at any time for payment of said monthly assessment or payment of any expenses whatsoever with respect to unbuilt units notwithstanding the fact that such unbuilt units may have been included in the Master Deed. "Occupied Unit" shall mean a unit used as a residence. "Completed Apartment" shall mean a unit with respect to which a certificate of occupancy has been issued by the local public authority.

ARTICLE III

ARBITRATION

Section 1. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between 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 hereafter 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 common elements of the Condominium project, and such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

(a) All such insurance shall be purchased by the Association for the benefit of the Association, and the co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of co-owners. Each co-owner may obtain insurance coverage at his own expense upon his apartment. It shall be each co-owner's responsibility to obtain insurance coverage for his personal property located within his apartment or elsewhere on the Condominium and for his personal liability for occurrences within his apartment or upon limited common elements appurtenant to his apartment, and also for alternative living expense in event of fire, and the Association shall have absolutely no responsibility for obtaining such coverages. The Association and all co-owners shall use their best efforts to see that all property and liability insurance carried by the Association or any co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any co-owner or the Association.

(b) All common elements of 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. Such coverage shall also include interior walls within any apartment and the pipes, wires, conduits and ducts contained therein and shall further include all fixtures, equipment and trim within an apartment which were furnished with the unit as standard items in accord with the plans and specifications thereof as are on file with the Association (or such replacements thereof as do not exceed the cost of such standard items). Any improvements made by a co-owner within his apartment shall be covered by insurance obtained by and at the expense of said co-owner; provided that, if the Association elects to include such improvements under its insurance coverage, any additional premium cost to the Association attributable thereto shall be assessed to and borne solely by said co-owner and collected as a part of the assessments against said co-owner under Article II hereof.

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

(d) Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, and the co-owners and their mortgagees as their 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 shall be applied for such repair or reconstruction and in no event shall hazard insurance proceeds be used for any purpose other than for repair, replacement or reconstruction of the project unless all of the institutional holders of first mortgages on units in the project have given their prior written approval.

Section 2. 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 Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such co-owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

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 by a unanimous vote of all of the co-owners in the condominium that the condominium shall be terminated and each institutional holder of a first mortgage lien on any unit in the condominium has given its prior written approval of such termination.

(b) If the condominium is so damaged that no apartment is tenantable, and if each institutional holder of a first mortgage lien on any unit in the condominium has given its prior written approval of the termination of the condominium, the damaged property shall not be rebuilt and the condominium shall be terminated, unless 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 to a condition as comparable as possible to the condition existing prior to damage unless the co-owners shall unanimously decide otherwise.

Section 3. If the damage is only to a part of 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, including, but not limited to, floor coverings, wall coverings, window shades, draperies, interior walls (but not any common elements therein), interior trim, furniture, light fixtures and all appliances, whether free-standing or built-in. In the event damage to interior walls within a co-owner's unit or to pipes, wires, conduits, ducts or other common elements therein is covered by insurance held by the Association, then the reconstruction or repair shall be the responsibility of the Association in accordance with Section 5. If any other interior portion of a unit is covered by insurance held by the Association for the benefit of the co-owner, the co-owner shall be entitled to receive the proceeds of insurance relative thereto and if there is a mortgagee endorsement, the proceeds shall be payable to the co-owner and the mortgagee jointly. In the event of substantial damage to or destruction of any unit or any part of the common elements, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the apartments in the condominium.

Section 5. 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 elements or the reconstruction, repair or maintenance thereof. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against all co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair.

Section 6. The following provisions shall control upon any taking by eminent domain:

(a) In the event of any taking of an entire apartment by eminent domain, the award for such taking shall be paid to the Association for the benefit of the owner of such apartment and the mortgagee thereof, as their interests may appear. After acceptance of such award by the owner and his mortgagee, they shall be divested of all interest in the Condominium project. In the event that any condemnation award shall become payable to any co-owner whose apartment is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Association on behalf of such co-owner and his mortgagee, as their interests may appear. If only a part of any apartment is taken, the Association shall rebuild the same as is necessary to make it habitable and remit the balance of the condemnation proceeds pertinent to such apartment to the owner and mortgagee thereof, as their interests may appear.

(b) If there is any taking of any portion of the Condominium other than any apartment the condemnation proceeds relative to such taking shall be paid to the Association and the affirmative vote of more than fifty (50%) percent of the co-owners in number and in value shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate. If no such affirmative vote is obtained, such condemnation proceeds shall be remitted to the co-owners and their respective mortgagees, as their interests may appear, in accordance with their respective percentages of value set forth in Article V of the Master Deed.

(c) In the event the Condominium project continues after taking by eminent domain, then the remaining portion of the Condominium project shall be re-surveyed and the Master Deed amended accordingly, and, if any apartment shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining co-owners based upon the continuing value of the condominium of 100%. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any co-owner, but only with the prior written approval of all holders of first mortgage liens on individual units in the project.

(d) In the event any apartment in the condominium, or any portion thereof, or the common elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association

promptly shall so notify each institutional holder of a first mortgage lien on any of the units in the condominium.

Section 7. In the event any mortgage in the condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC") then the Association shall give FHLMC written notice at such address as it may, from time to time, direct of any loss to or taking of the common elements of the condominium if the loss or taking exceeds \$10,000 in amount or damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLMC exceeds \$1,000.

Section 8. Nothing contained in the Condominium Documents shall be construed to give a condominium unit owner, or any other party, priority over any rights of first mortgagees of condominium units pursuant to their mortgages in the case of a distribution to condominium unit owners of insurance proceeds or condemnation awards for losses to or a taking of condominium units and/or common elements.

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 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. A family shall mean one person or a group of two or more persons related by bonds of consanguinity, marriage, or legal adoption.

Section 2. A co-owner may lease his apartment for the same purposes set forth in Section 1 of this Article VI. With the exception of a lender in possession of a unit following a default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no co-owner shall lease less than an entire unit in the condominium and no tenant shall be permitted to occupy except under a written lease the initial term of which is at least one (1) year unless specifically approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer may lease any number of units in the condominium in its discretion.

Section 3. No co-owner shall make alterations in exterior appearance or make structural modifications to his apartment (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the common elements, limited or general, without the express written approval of the Board of Directors including (but not by way of limitation) exterior painting or the erection of antennas, lights, aerials, awnings, doors, shutters or other exterior attachments or modifications, nor shall any co-owner damage or make modifications or attachments to common element walls between units which in any way impairs soundconditioning provisions. The Board of Directors may approve only such modifications as do not impair the soundness, safety, utility or appearance of the Condominium.

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, nor shall any unreasonably noisy activity be carried on in any unit or on the common elements. No co-owner shall do or permit anything to be done or keep or permit to be kept in his apartment or on the common elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association and each co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition.

Section 5. No animal, including household pets, shall be kept without the prior written consent of the Board of Directors which consent, if given, shall be revocable at any time by the Board. Any pets permitted to be kept in the condominium shall have such care and restraint as not to be obnoxious on account of noise, odor or unsanitary conditions. No savage or dangerous animal shall be kept. No animal may be permitted to run loose upon the common elements and any animal shall at all times be attended by some responsible person while on the common elements. Any person who causes or permits an animal to be brought or kept on the condominium property shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as a result of the presence of such animal on the condominium property.

Section 6. The common elements, limited or general, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. Trash receptacles shall be maintained in areas designated therefor at all times and shall not be permitted to remain elsewhere on the common elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. The common elements shall not be used in any way for the drying, shaking, or airing of clothing or other fabrics. Automobiles may only be washed in areas approved by the Association. In general, no activity shall be carried on nor condition maintained by a co-owner either in his apartment or upon the common elements, which spoils the appearance of the Condominium.

Section 7. Sidewalks, yards, landscaped areas, driveways, roads, parking areas, and porches shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or benches may be left unattended on or about the common elements. Use of any recreational facilities in the condominium by children may be limited to such times and in such manner as the Association shall determine by duly adopted regulations.

Section 8. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, snowmobiles, snowmobile trailers or vehicles other than automobiles may be parked or stored upon the premises of the Condominium, unless approved by the Board of Directors or unless parked in an area specifically designated therefor by the Association. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pickups in the normal course of business. Each co-owner shall park his car in the garage space provided therefor and shall park any additional car which he owns in the limited common element space assigned to him immediately adjoining his garage space. Co-owners shall, if the Association shall require, register with the Association all cars maintained on the Condominium premises. The Association may assign general common element parking spaces for the use of the co-owners of a particular apartment or apartments in an equitable manner in the event that there arises a shortage of parking spaces in the condominium project.

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

Section 10. No signs or other advertising devices shall be displayed which are visible from the exterior of an apartment or on the common elements, including "For Sale" signs, without written permission from the Association and the Developer.

Section 11. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws, concerning the use of the common elements may be made and amended from time to time by any Board of Directors of the Association, including the First Board of Directors (or its successors elected by the Developer) prior to the first annual meeting of the entire Association held as provided in Article I, Section 6 of these Bylaws. All regulations made by the First Board of Directors shall not be effective until approved by the Michigan Department of Commerce. Copies of all such regulations and amendments thereto shall be furnished to all co-owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each co-owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty (50%) percent of all co-owners in number and in value except that the co-owners may not revoke any regulation or amendment prior to said First Annual Meeting of the entire Association.

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

Section 13. No co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the common elements unless approved by the Association in writing.

Section 14. No unsightly condition shall be maintained upon any porch, patio, terrace or balcony and only furniture and equipment consistent with ordinary porch, patio, terrace and balcony use shall be permitted to remain there during seasons when porches, patios, terraces and balconies are reasonably in use and no furniture or equipment of any kind shall be stored on such limited common elements during seasons when they are not reasonably in use.

Section 15. Each co-owner shall maintain his apartment and any limited common elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each co-owner shall also use due care to avoid damaging any of the common elements including, but not limited to the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other elements in any apartment which are appurtenant to or which may affect any other apartment. Each co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the common elements by him, or his family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association in which case there shall be no such responsibility (unless reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible co-owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the responsible co-owner in the manner provided in Article II hereof.

Section 16. 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 development and sales period as defined hereinafter, 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. For the purposes of this Section, the development and sales period shall be deemed to continue so long as Developer owns any apartment which he offers for sale. Until all apartments in the entire Condominium project (including the initial stage and any successive stages) are sold by Developer, Developer shall have the right to maintain a sales office, a business office, a construction office, model apartments, storage areas, reasonable parking incident to the foregoing and such access to, from and over the project as may be reasonable to enable development and sale of the entire project by Developer.

ARTICLE VII

MORTGAGES

Section 1. Any co-owner who mortgages his apartment shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of 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. The Association shall give to the holder of any first mortgage covering any unit in the project written notification of any default in the performance of the obligations of the co-owner of such apartment that is not cured within 60 days.

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

Section 3. Upon request submitted to the Association, any institutional holder of a first mortgage lien on any unit in the condominium shall be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting.

ARTICLE VIII

AMENDMENTS

Section 1. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or by one-third or more in number of the members or by instrument in writing signed by them.

Section 2. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of the Association Bylaws.

Section 3. These Bylaws may be amended by the Association at any regular annual meeting or a special meeting called for such purpose, by an affirmative vote of more than sixty (60%) percent of all co-owners in number and in value.

Section 4. Prior to the first annual meeting of members, these Bylaws may be amended by the first Board of Directors upon proposal of amendments by Developer without approval from any person other than the Michigan Department of Commerce to make such amendments as shall not increase or decrease the benefits or obligations, or materially affect the rights of any member of the Association.

Section 5. Any amendment to these Bylaws (but not the Association Bylaws) shall become effective upon approval of the same by the State of Michigan and recording of such amendment in the Office of the Register of Deeds in the county where the condominium is located. Without the prior written approval of all institutional holders of first mortgage liens on any unit in the condominium, no amendment to these Bylaws shall become effective which involves any change, direct or indirect, in Article I Sections 3 and 4(b), Article II Sections 3(a), 4 and 7, Article IV Section 1(d), Article V Sections 1, 4, 6, 7 and 8, Article VII Section 1, Article VIII Sections 3 and 5, or Article XI, Section 1, or to any other provision hereof that increases or decreases the benefits or obligations, or materially affects the rights of any member of the Association.

Section 6. A copy of each amendment to the Bylaws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the project irrespective of whether such persons actually receive a copy of the amendment.

ARTICLE IX

COMPLIANCE

The Association of co-owners and all present or future co-owners, tenants, future tenants, or any other persons acquiring an interest in or using the facilities of the project in any manner are subject to and shall comply with the Act, as amended, and the mere acquisition, occupancy or rental of any unit or an interest therein or the utilization of or entry upon the condominium premises shall signify that the Condominium Documents are accepted and ratified. In the event the Condominium Documents conflict with the provisions of the Statute, the Statute shall govern.

ARTICLE X

DEFINITIONS

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

ARTICLE XI

REMEDIES FOR DEFAULT

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

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

(b) 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.

(c) The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above,

to enter upon the common elements, limited or general, or into any apartment, where reasonably necessary, and summarily remove and abate, at the expense of the co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents.

Section 2. The failure of the Association or of any co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such co-owner to enforce such right, provisions, covenant or condition in the future.

Section 3. All rights, remedies and privileges granted to the Association or any co-owner or co-owners pursuant to any terms, provisions, covenants or conditions of the aforesaid Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

ARTICLE XII

SEVERABILITY

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

MACOMB COUNTY CONDOMINIUM
SUBDIVISION PLAN № 115

EXHIBIT B TO MASTER DEED OF
SCHULTZ ESTATES II
CLINTON TOWNSHIP, MACOMB COUNTY, MICHIGAN.

DEVELOPER
SCHULTZ HOMES INCORPORATED
A MICHIGAN CORPORATION
521 SHELDEN RD.
GROSSE POINTE SHORES, MICHIGAN.
48236

SURVEYOR
ROBERT SHANAYDA
REGISTERED LAND SURVEYOR
37014 KELLY ROAD
MT. CLEMENS, MICHIGAN.
48043

PROPERTY DESCRIPTION

A PARCEL OF LAND BEING A PART OF THE WEST 1/4 OF SECTION 6,
T.24N., R.10E., CLINTON TOWNSHIP, MACOMB COUNTY, MICHIGAN,
AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 6;
THENCE N. 70° 05' 45"E. ALONG THE WEST LINE OF SECTION 6
AND CENTERLINE OF GARFIELD ROAD, 889.49 FEET; THENCE S. 89°
58' 48"E. 298.00 FEET TO THE POINT OF BEGINNING OF PROPERTY
RECORD DESCRIPTION; THENCE N. 00° 05' 45"E. 302.49 FEET; THENCE
S. 89° 58' 45"E. 417.06 FEET; THENCE N. 00° 05' 49"E. 442.43
FEET; THENCE S. 89° 53' 19"E. 437.47 FEET TO A POINT OF CURVE;
THENCE ALONG THE ARC OF CURVE TO THE RIGHT 786.00 FEET RADIIUS
OF 228.00 FEET BELT 48° 28' 35" CURVED BEARING S. 19° 55' 57"W.
CHORD 782.77 FEET TO POINT OF CURVED CORNER; THENCE ALONG THE
ARC OF CURVE TO THE RIGHT 103.54 FEET RADIIUS OF 324.00 FEET
BELT 139° 32' 00" CURVED BEARING S. 59° 00' 00"W. CHORD 103.14
FEET; THENCE N. 22° 35' 35"W. 28.04 FEET TO POINT OF CURVE;
THENCE ALONG THE ARC OF CURVE TO THE RIGHT 131.22 FEET RADIIUS
OF 272.00 FEET BELT 29° 29' 00" CURVED BEARING S. 77° 44' 31"W.
CHORD 131.17 FEET; THENCE S. 89° 57' 11"E. 253.46 FEET TO POINT
OF CURVE; THENCE ALONG THE ARC OF CURVE TO THE RIGHT 94.45
FEET RADIIUS OF 188.00 FEET BELT 78° 30' 28" CURVED BEARING
N. 39° 00' 53"W. CHORD 97.35 FEET; THENCE S. 89° 34' 30"W. 26.77
FEET TO POINT OF BEGINNING.

SUBJECT TO ANY AND ALL EASEMENTS OF RECORD IN OTHER PLS.
CONVYED BY THE AGENTS OF LAW.

SURVEYOR'S CERTIFICATE

I, ROBERT SHANAYDA, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR
OF THE STATE OF MICHIGAN, AND THAT THE SUBDIVISION PLAN ABOVE AS MACOMB
COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 115, AS SHOWN ON THE ACCOMPANYING
DRAWINGS REPRESENTS A SURVEY OF THE GROUND MADE UNDER MY DIRECTION AND
THAT THE SAID SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT THE BOUNDS WILL
BE OF THE CHARACTER AND SCOPE THE POSITIONS AS INDICATED, ALL AS SHOWN
ON SAID MAP, AND WILL BE SUFFICIENT TO EMBLE THE SURVEY TO BE RECORDED.
I FURTHER CERTIFY THAT THE SURVEY PLAN, SHOWS HEREWITH, IS A COMPLETE ONE,
AND THAT EASEMENTS FROM ADJACENTS CONSISTING OF AREAS NOT LESS THAN ONE-
HALF ACHER IN BREADTH AND EIGHTEEN INCHES IN LENGTH, HAVE BEEN SET AT
POINTS WHERE THIS (S) IS THE CORNER SIGN AT ALL ANGLES IN THE BOUNDARIES
OF THE SAID SURVEY AS INCLUDED HEREWITH EXCEPT AS OTHERWISE NOTED.

DATE: Nov. 14, 1977
ROBERT SHANAYDA
REGISTERED LAND SURVEYOR
REGISTRATION NO. 13398
37014 KELLY ROAD
MT. CLEMENS, MICHIGAN 48043

ACKNOWLEDGMENT

I, ROBERT SHANAYDA, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR
OF THE STATE OF MICHIGAN, AND THAT THE SUBDIVISION PLAN ABOVE AS MACOMB
COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 115 AS SHOWN ON THE ACCOMPANYING
DRAWINGS WAS PREPARED UNDER MY DIRECTION, AND THAT THE ATTACHED DRAWINGS
AND BOUNDARIES ARE UNCORRECTED AND AS PREPARED.



ATTENTION: AGENT OF RECORDS
THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST
BE ASSIGNED IN CONSECUTIVE SEQUENCE. WHEN A
SURVEY HAS BEEN ASSIGNED TO THIS PROJECT, IT
MUST BE PROPERLY SHOWN IN THE TITLE AND THE
TYPICAL CERTIFICATES OF THIS SHEET.

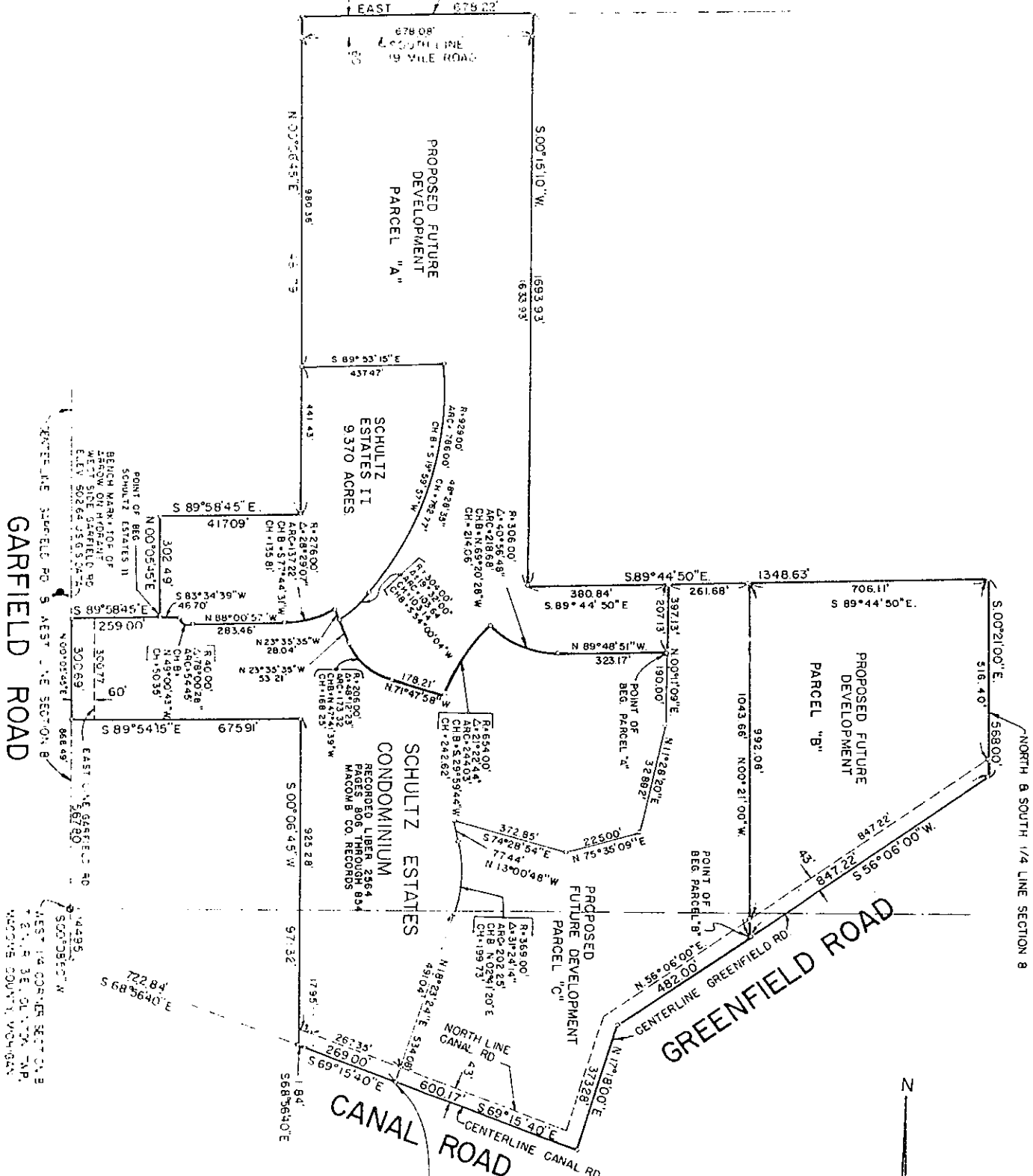
LIST

1. TITLE, DESCRIPTION, REFERENCES.
2. SURVEY PLAN.
3. THE PLAN.
4. QUALITY PLAN.
5. TYPICAL FLOOR PLANS, BUILDINGS 1 AND 2.
6. TYPICAL FLOOR PLANS, BUILDING 3.
7. CONCRETE SETTING, BUILDINGS 1, 4, 5.
8. SOMEONE OF SEVERAL TYPES, BUILDING 1, (APRT. 1 THROUGH 6)
9. BUILDING 2, (APRT. 7 THROUGH 12) BUILDING 3, (APRTS. 13 THROUGH 18)
10. TYPICAL FLOOR PLANS, BUILDING 2.
11. OTHER SETTING, BUILDING 2.
12. SOMEONE OF SEVERAL TYPES, BUILDING 2, (APRT. 7 THROUGH 12).
13. TYPICAL FLOOR PLANS, BUILDING 3.
14. SOMEONE OF SEVERAL TYPES, BUILDING 3, (APRT. 13 THROUGH 18).
15. TYPICAL FLOOR PLANS, BUILDING 3.
16. CONCRETE SETTING, BUILDING 3, (APRTS. 13 THROUGH 18).
17. CONCRETE SETTING, BUILDING 3, (APRTS. 13 THROUGH 18).
18. CONCRETE SETTING, BUILDING 3, (APRTS. 13 THROUGH 18).
19. CONCRETE SETTING, BUILDING 3, (APRTS. 13 THROUGH 18).
20. CONCRETE SETTING, BUILDING 3, (APRTS. 13 THROUGH 18).
21. CONCRETE SETTING, BUILDING 3, (APRTS. 13 THROUGH 18).
22. CONCRETE SETTING, BUILDING 3, (APRTS. 13 THROUGH 18).
23. CONCRETE SETTING, BUILDING 3, (APRTS. 13 THROUGH 18).
24. CONCRETE SETTING, BUILDING 3, (APRTS. 13 THROUGH 18).
25. CONCRETE SETTING, BUILDING 3, (APRTS. 13 THROUGH 18).
26. CONCRETE SETTING, BUILDING 3, (APRTS. 13 THROUGH 18).
27. CONCRETE SETTING, BUILDING 3, (APRTS. 13 THROUGH 18).
28. CONCRETE SETTING, BUILDING 3, (APRTS. 13 THROUGH 18).
29. CONCRETE SETTING, BUILDING 3, (APRTS. 13 THROUGH 18).
30. CONCRETE SETTING, BUILDING 3, (APRTS. 13 THROUGH 18).

APPROVED
[Signature]
[Title]
[Date]

19 MILE ROAD

CENTERLINE 19 MILE RD & NORTH LINE SECTION 8



POINT OF BEGINNING
PARCEL "C"

CARTELIERS CERTIFICATE
 THIS IS TO CERTIFY THAT I HAVE SURVEYED THE PROPERTY
 HEREIN DESCRIBED AND THAT THERE ARE NO EXISTING
 ENCROACHMENTS UPON THE LANDS AND PROPERTY DESCRIBED

NOV 14 1977
 ROBERT STANATODA
 REGISTERED LAND SURVEYOR
 REGISTRATION NO. 15996
 37014 KELLY ROAD
 MT CLEMENS, MICHIGAN
 48043

SURVEY PLAN

SCALE 1" = 50'

NOV 14 1977

ROBERT STANATODA
 REGISTERED LAND SURVEYOR
 37014 KELLY ROAD
 MT CLEMENS, MICHIGAN




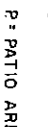





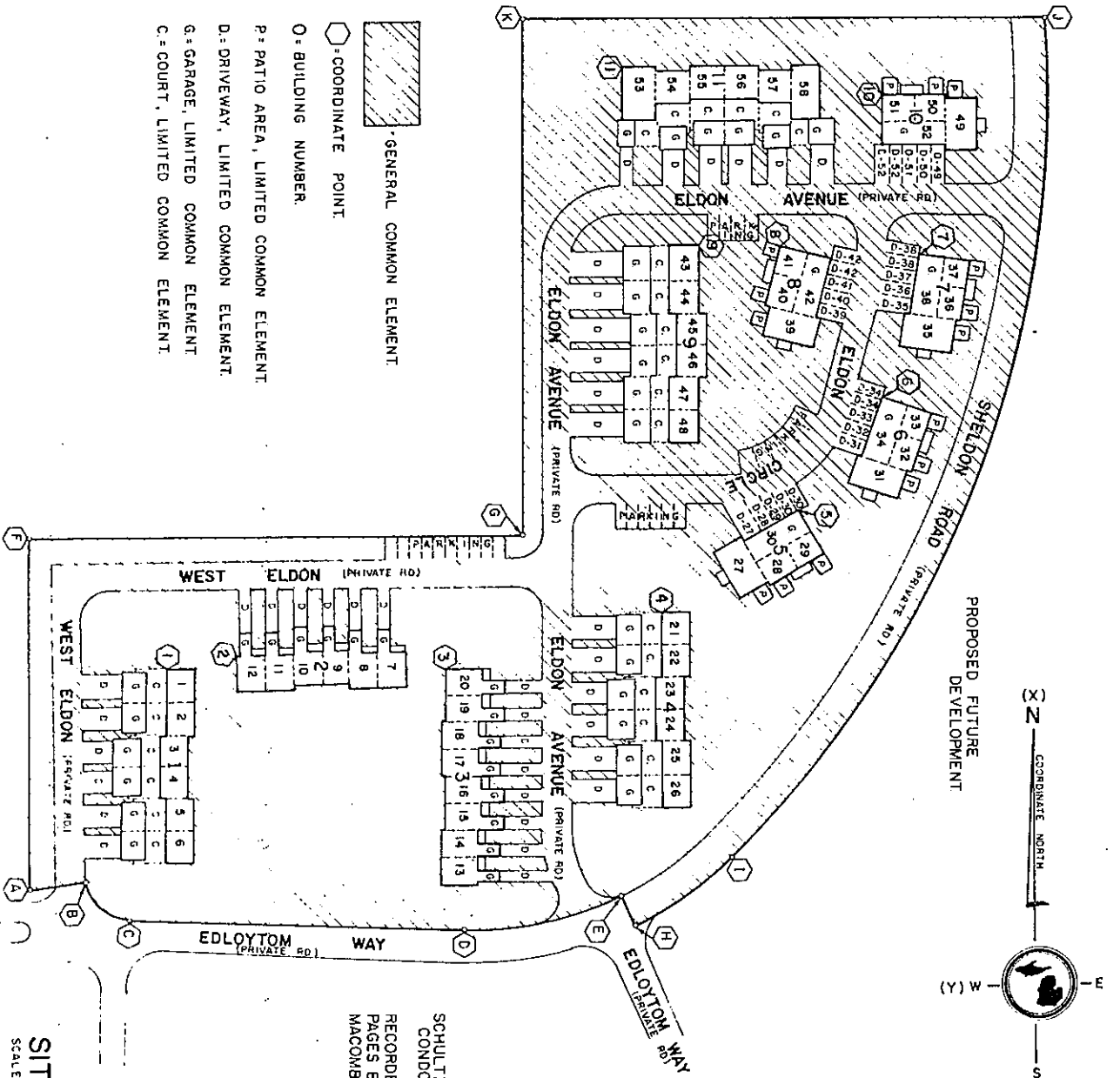
SCHULTZ ESTATES II

PROPOSED FUTURE DEVELOPMENT

SCHEDULE OF COORDINATE POINTS	
COORD. POINT	COORD. POINT
(X)	(Y)
A	2273.04
B	2278.27
C	2245.24
D	2235.43
E	2264.26
F	2575.53
G	2575.38
H	2238.56
I	2299.18
J	3015.95
K	3016.91

POINTS	
COORD. POINT	COORD. POINT
(X)	(Y)
1	2464.05
2	2476.24
3	2461.94
4	2510.30
5	2598.04
6	2691.29
7	2814.54
8	2820.45
9	2824.38
10	2941.99
11	2975.21

-  GENERAL COMMON ELEMENT
-  COORDINATE POINT
-  BUILDING NUMBER
-  PATIO AREA, LIMITED COMMON ELEMENT
-  DRIVEWAY, LIMITED COMMON ELEMENT
-  GARAGE, LIMITED COMMON ELEMENT
-  COURT, LIMITED COMMON ELEMENT



SCHULTZ ESTATES II

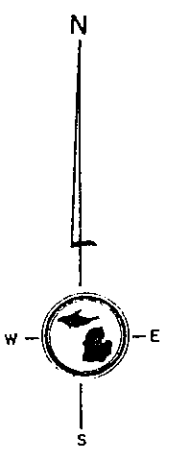
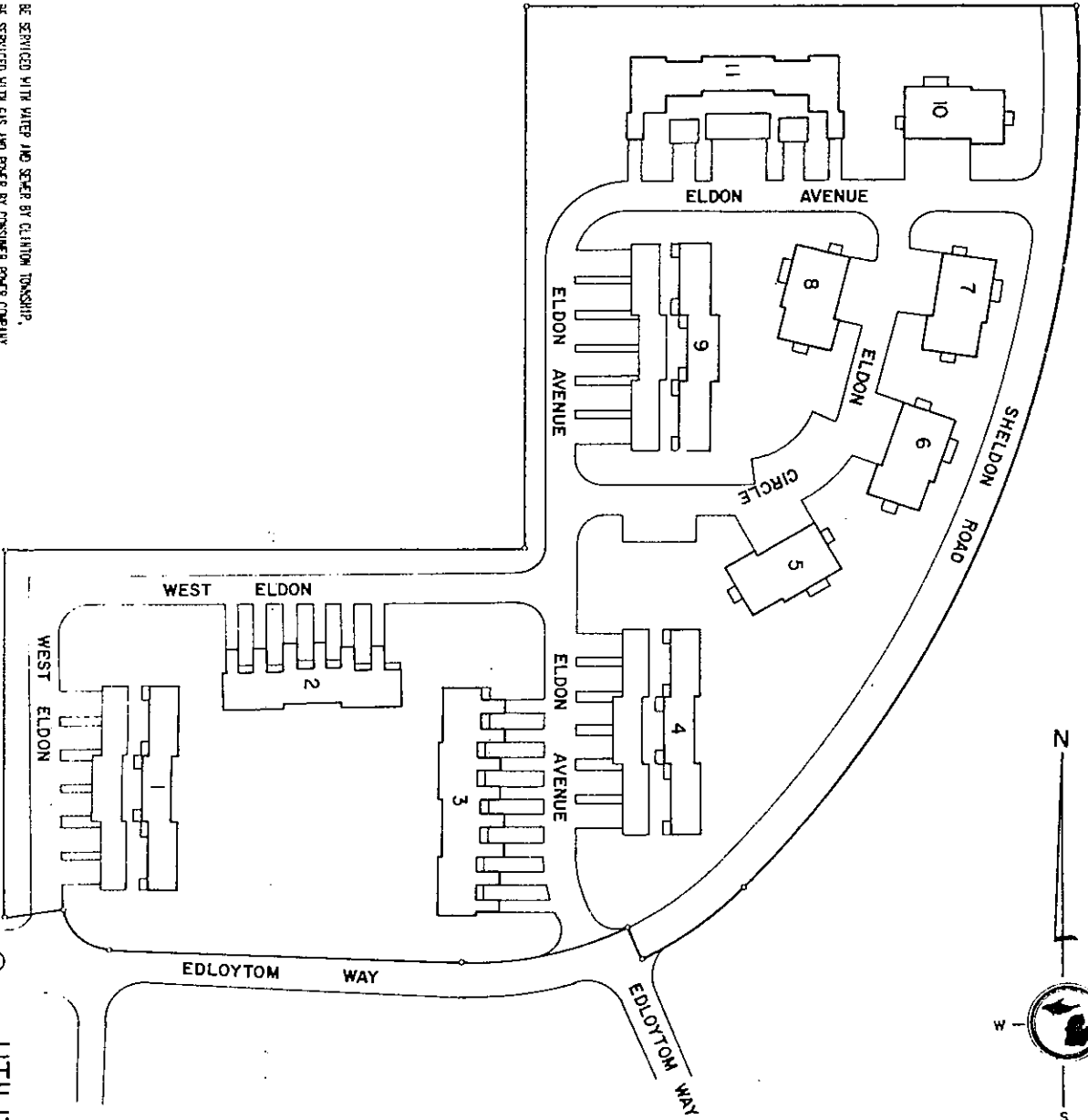
SCHULTZ ESTATES
CONDOMINIUM
RECORDED LIBER 2564
PAGES 806 THROUGH 854
MACOMB COUNTY RECORDS.

SITE PLAN

NOV. 14, 1977



ROBERT SHADYA
REGISTERED LAND SURVEYOR
NO. 48243
STATE OF MICHIGAN



GENERAL NOTATIONS

ALL APARTMENTS TO BE SERVICED WITH WATER AND SEWER BY CLINTON TOWNSHIP.
 ALL APARTMENTS TO BE SERVICED WITH GAS AND POWER BY CONSUMER POWER COMPANY.
 ALL APARTMENTS TO BE SERVICED WITH TELEPHONE BY HIGHBELL BELL TELEPHONE CO.

NOTE:

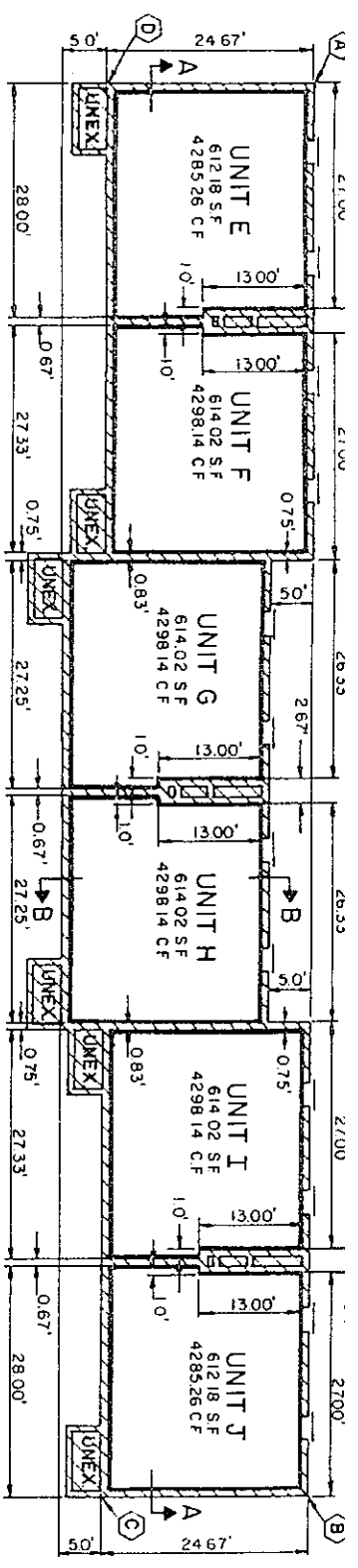
GENERAL NOTATIONS INDICATE THE SOURCE OF UTILITY INFORMATION. UTILITY PLANS HAVE NOT BEEN DEVELOPED AT THIS TIME TO ACCURATELY SHOW SIZE AND LOCATION OF UTILITIES ON THIS PLAN. SUCH INFORMATION WILL BE SHOWN ON AS-BUILTS.

UTILITY PLAN

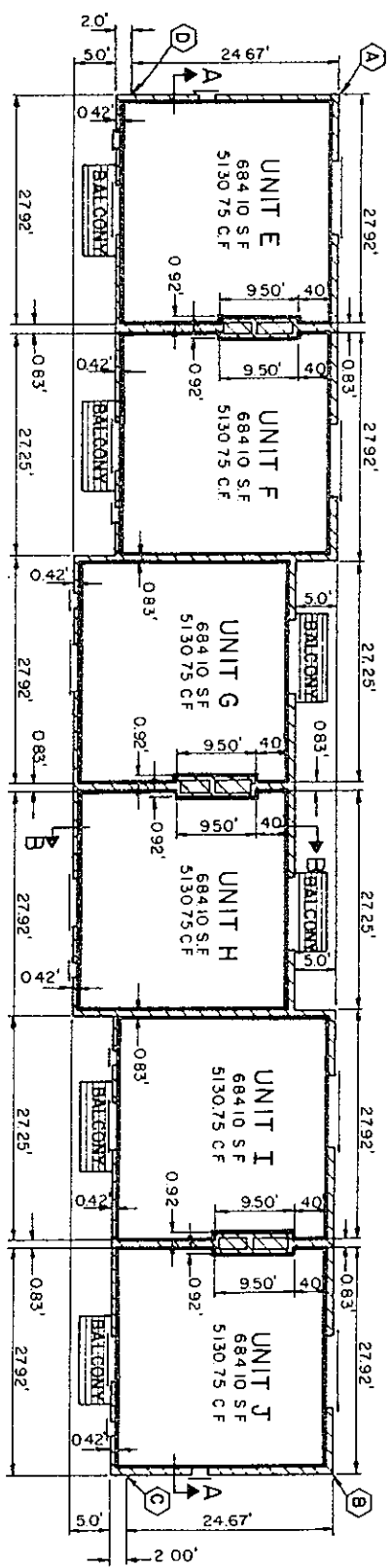
SCALE: 1" = 50'
 NOV 14, 1972

SCHULTZ ESTATES II

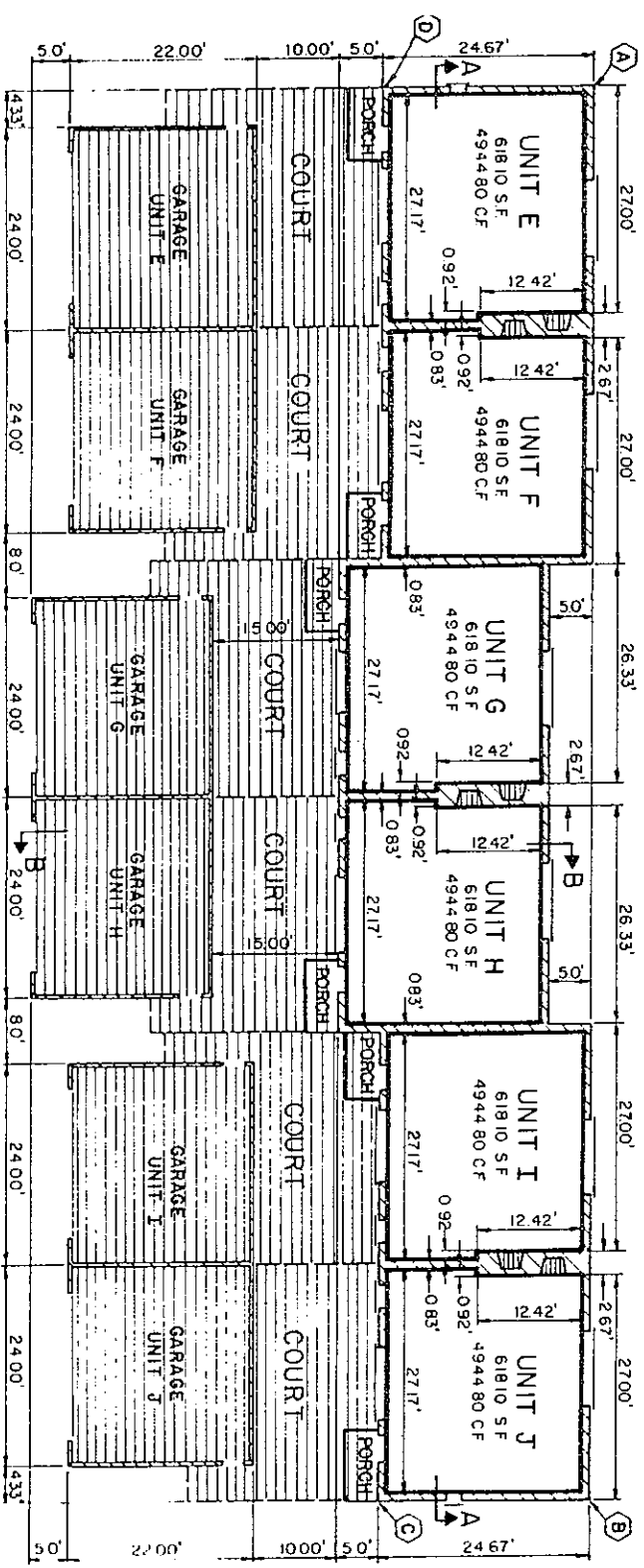
ROBERT SHANAHAN
 REGISTERED LAND SURVEYOR
 3714 KELLY ROAD
 48243
 PHONE 468-6113



BASEMENT FLOOR PLAN



SECOND FLOOR PLAN



FIRST FLOOR PLAN

- = GENERAL COMMON ELEMENT
- = LIMITED COMMON ELEMENT
- = LIMITS OF OWNERSHIP
- = LIMITS OF COURT AREA (FENCE)
- = COORDINATE POINT

NOTE: ALL EXTERIOR BASEMENT WALLS ARE 0.83' UNLESS OTHERWISE NOTED

NOTE: ALL EXTERIOR FIRST FLOOR WALLS ARE 0.75'

NOTE: ALL EXTERIOR AND INTERIOR GARAGE WALLS ARE 0.42'

NOTE: ALL EXTERIOR SECOND FLOOR WALLS ARE 0.75'

NOTE FOR APARTMENT NUMBERING AND FLOOR ELEVATION SEE SHEET 7.

TYPICAL FLOOR PLANS
BUILDINGS, 1, 4.

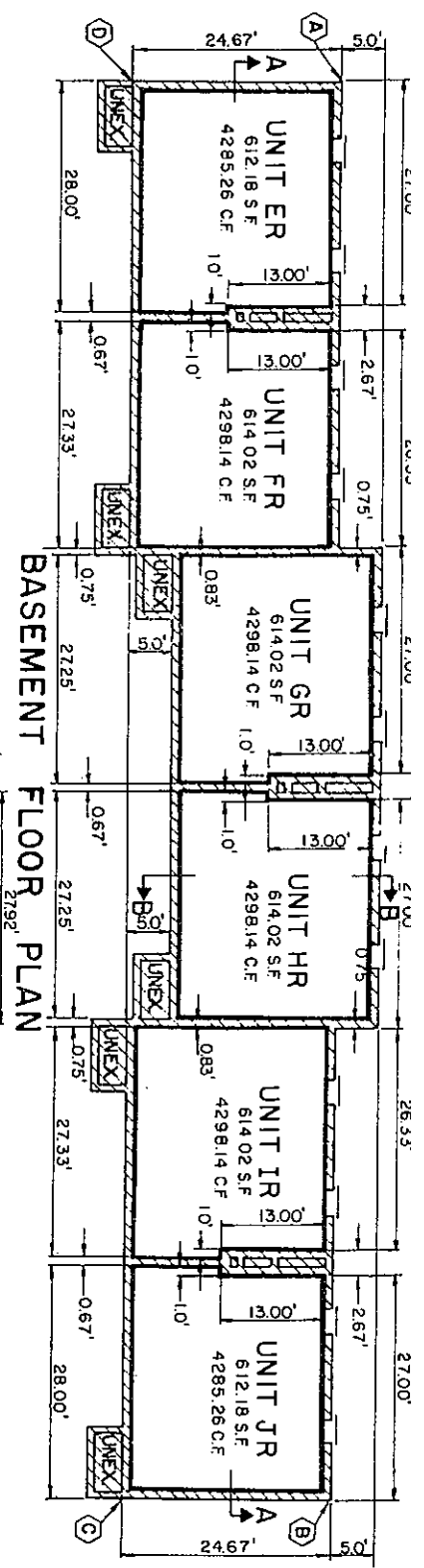
SCALE: 1/8" = 1'-0"

SCHULTZ ESTATES II

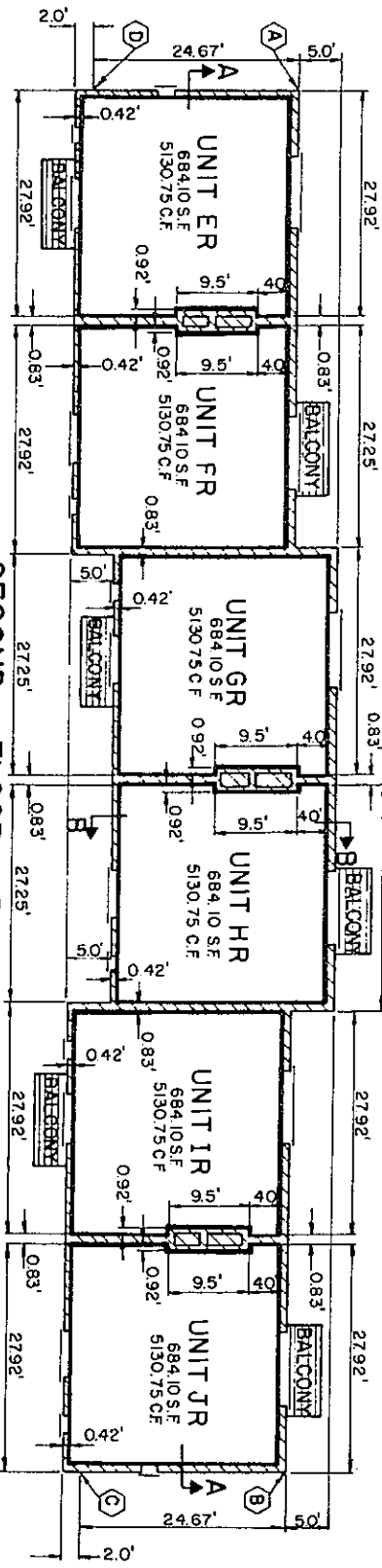
NOV 14, 1977



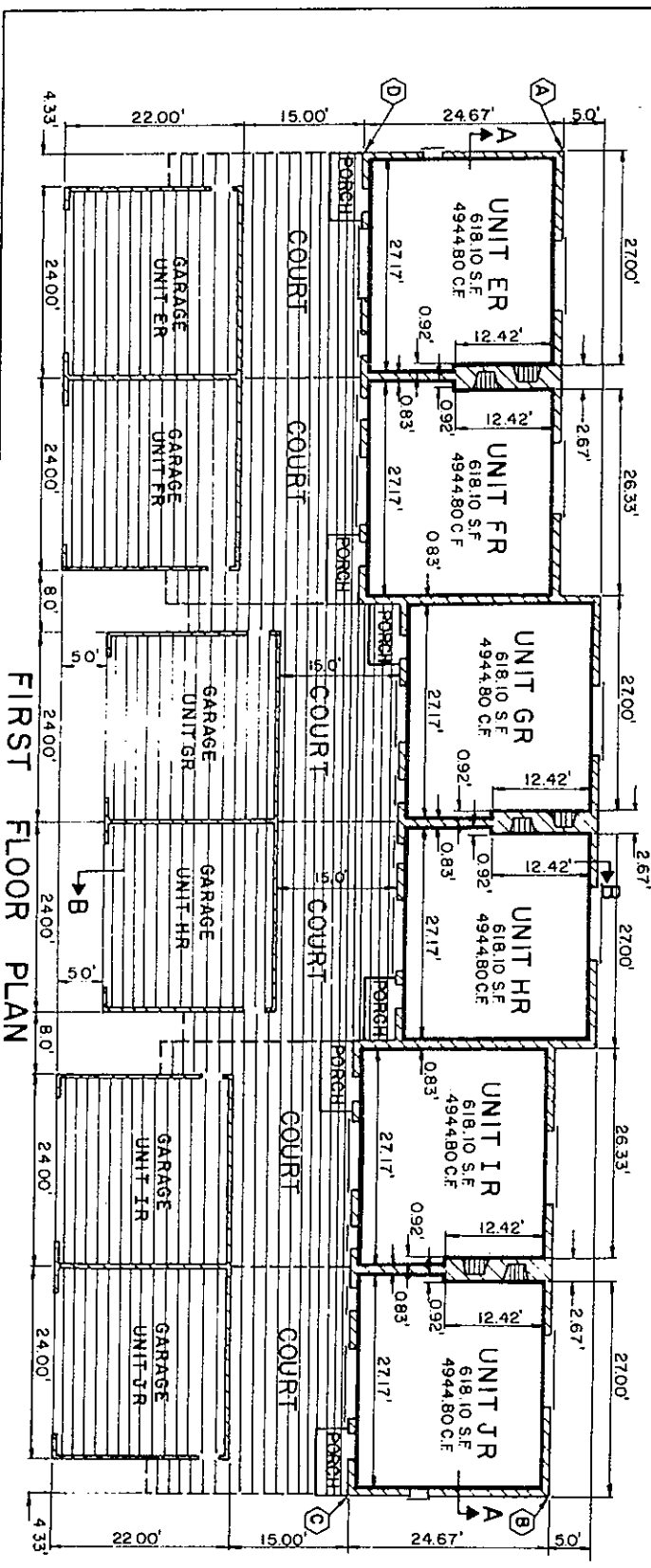
ROBERT SCHUYDA
REGISTERED LAND SURVEYOR
3704 EIGHTH AVE
NORTH BEND, WISCONSIN
PHONE 488-6113






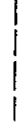

BASEMENT FLOOR PLAN



SECOND FLOOR PLAN



FIRST FLOOR PLAN

-  GENERAL COMMON ELEMENT
-  LIMITED COMMON ELEMENT
-  LIMITS OF OWNERSHIP
-  LIMITS OF COURT AREA (FENCE)
-  COORDINATE POINT.

NOTE ALL EXTERIOR BASEMENT WALLS ARE 0.83' UNLESS OTHERWISE NOTED.

NOTE ALL EXTERIOR FIRST FLOOR WALLS ARE 0.75' UNLESS OTHERWISE NOTED.

NOTE ALL EXTERIOR SECOND FLOOR WALLS ARE 0.75' UNLESS OTHERWISE NOTED.

NOTE: FOR APARTMENT NUMBERING AND FLOOR ELEVATIONS SEE SHEET 7


**TYPICAL FLOOR PLANS
BUILDING 9.**

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

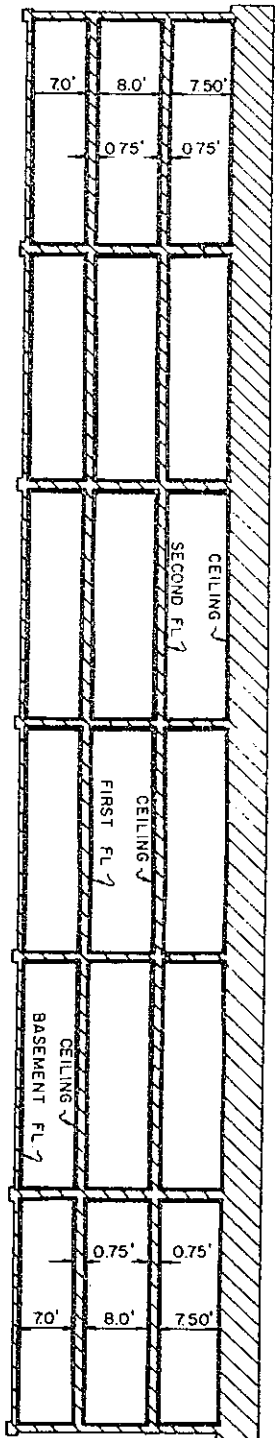
SCHULTZ ESTATES II

NOV 14 1977

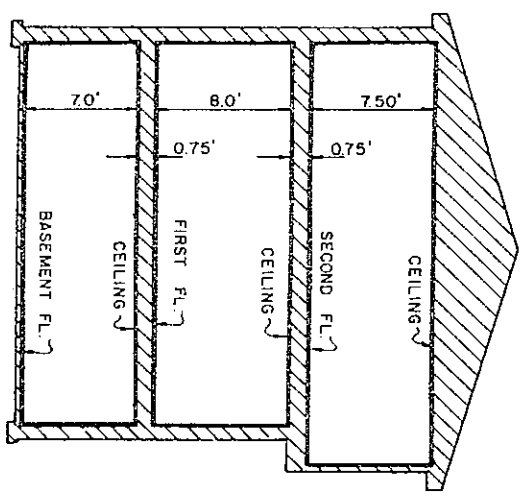
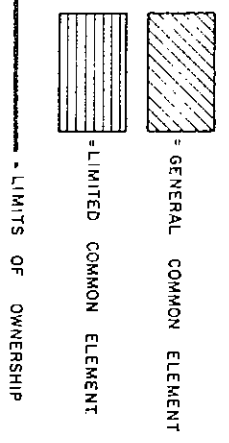
ROBERT SHANAYDA
REGISTERED LAND SURVEYOR
3704 KELLY ROAD
48043 TOWNSHIP, MICHIGAN
PHONE 480-8113



SHEET 6



SECTION A-A
SCALE 1/8" = 1'-0"



SECTION B-B
SCALE 1/4" = 1'-0"

SCHEDULE OF APARTMENT NUMBERS

BUILDING NUMBER	UNIT	APARTMENT UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT
1	E	F	G	H	I	J			
4	21	22	23	24	25	26			

SCHEDULE OF BUILDING COORDINATES

BUILDING NUMBER	COORD. POINT	COORDINATES		BUILDING BEARING POINT A TO B
		NORTH (X)	EAST (Y)	
1	D	2464.05	702.84	S 00° 05' 28" W
4	D	2510.30	115.07	S 00° 08' 08" E

LEGEND OF FIRST FLOOR ELEVATIONS ON USGS DATA.

BUILDING NUMBER	FIRST FLOOR ELEVATION
1	602.50
4	602.40
9	603.10

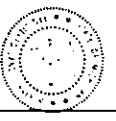
SCHEDULE OF APARTMENT NUMBER

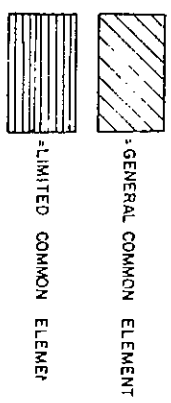
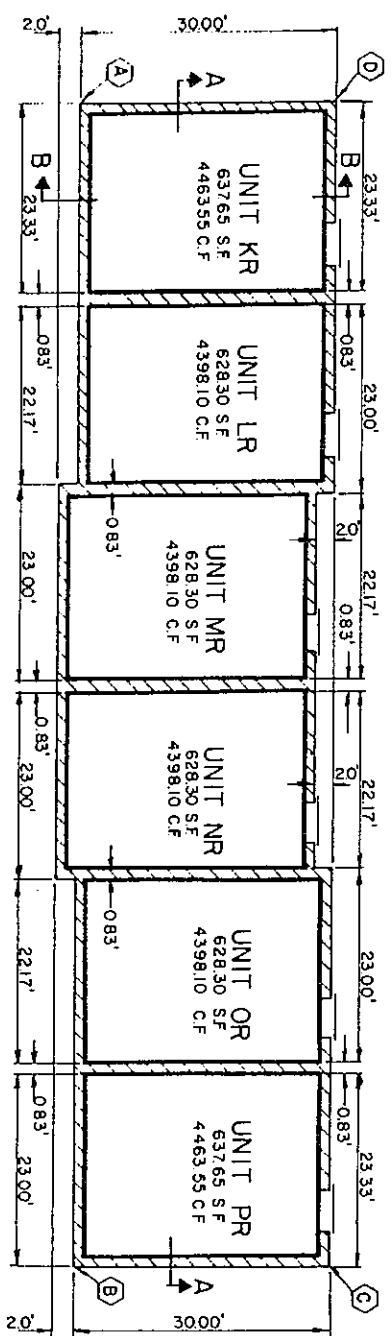
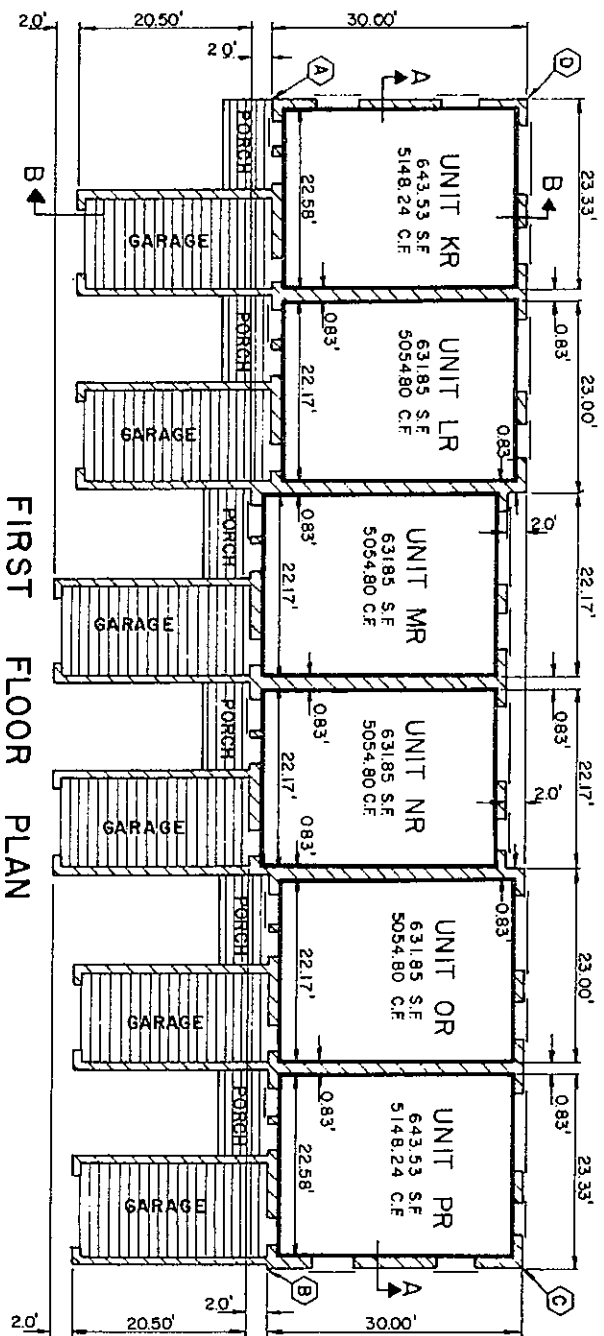
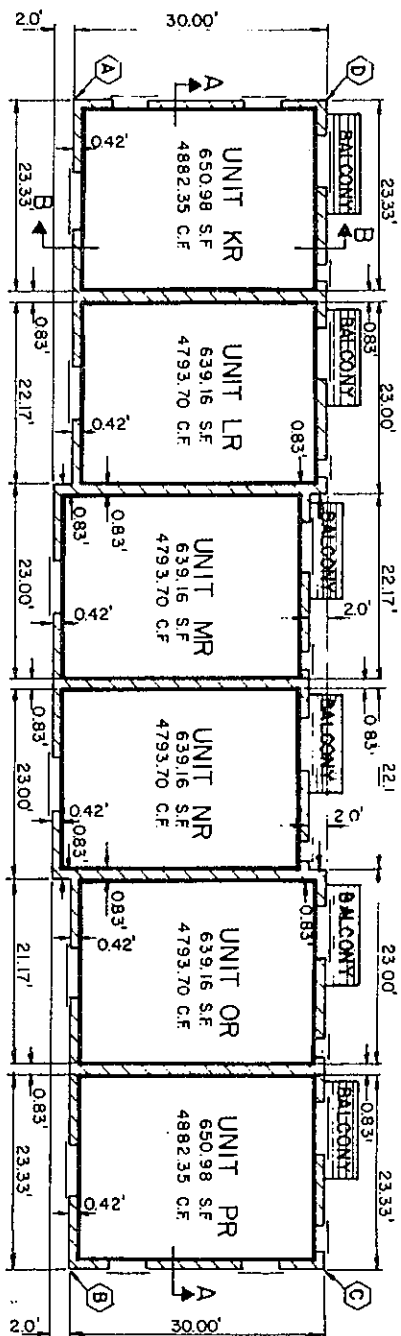
BUILDING NUMBER	UNIT	APARTMENT UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT
9	43	44	45	46	47	48		

SCHEDULE OF BUILDING COORDINATES

BUILDING NUMBER	COORD. POINT	COORDINATES		BUILDING BEARING POINT A TO B
		NORTH (X)	EAST (Y)	
9	A	2824.38	1151.44	S 00° 17' 40" E

NOTE FOR TYPICAL BUILDING FLOOR PLANS, APARTMENT SQUARE FOOT AND CUBIC FOOT, SEE SHEETS 5 OR 6.





○ COORDINATE POINT

NOTE: ALL EXTERIOR BASEMENT WALLS ARE 0.83'
 NOTE: ALL EXTERIOR FIRST FLOOR WALLS ARE 0.75'
 UNLESS OTHERWISE NOTED.
 NOTE: ALL EXTERIOR SECOND FLOOR WALLS ARE 0.75'
 UNLESS OTHERWISE NOTED.
 NOTE: FOR APARTMENT NUMBERING AND FLOOR ELEVATIONS, SEE SHEET 9.

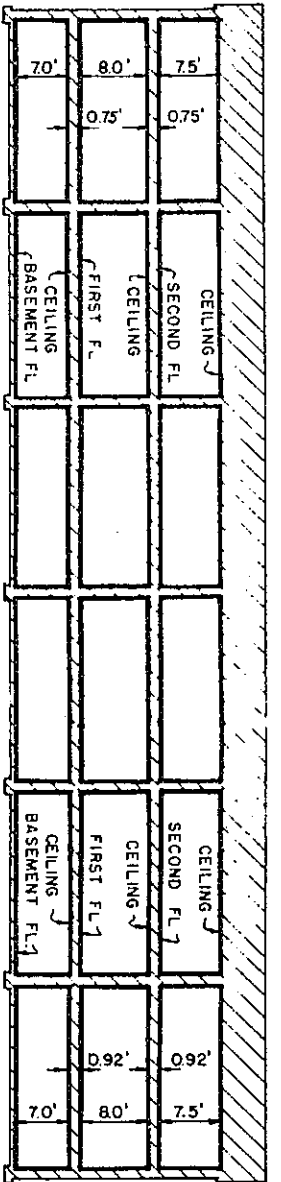
TYPICAL FLOOR PLANS
 BUILDINGS 2.
 SCALE • 1/8" = 1'-0"

SCHULTZ ESTATES II

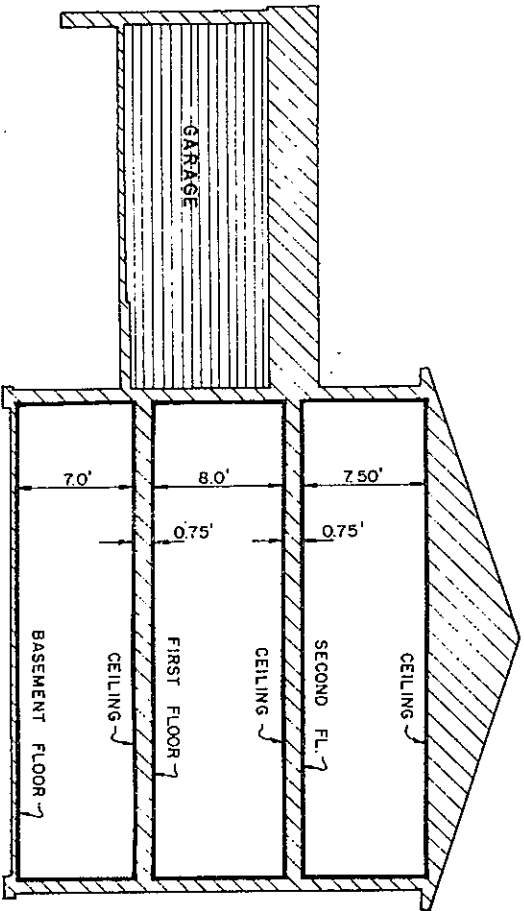
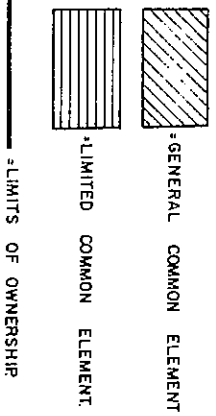
NOV 14 1977



ROBERT SHANTADA
 ARCHITECT
 1501 E. 14TH ST. ANN ARBOR MI 48106
 TEL: 484-6113



SECTION A-A
SCALE: 1/8"=1'-0"



SECTION B-B
SCALE: 1/4"=1'-0"

LEGEND OF FIRST FLOOR
ELEVATIONS ON U.S.G.S. DATA.

BUILDING NUMBER	FIRST FLOOR ELEVATION
2	602.20

SCHEDULE OF APARTMENT NUMBERS

BUILDING NUMBER	APARTMENT NUMBER											
	UNIT K	UNIT L	UNIT M	UNIT N	UNIT O	UNIT P	UNIT KR	UNIT LR	UNIT MR	UNIT NR	UNIT OR	UNIT PR
2							7	8	9	10	11	12

SCHEDULE OF BUILDING COORDINATES

BUILDING NUMBER	COORDINATES	BUILDING BEARING POINT A TO B
2	B	5,89°46'15"W

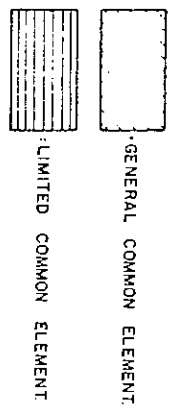
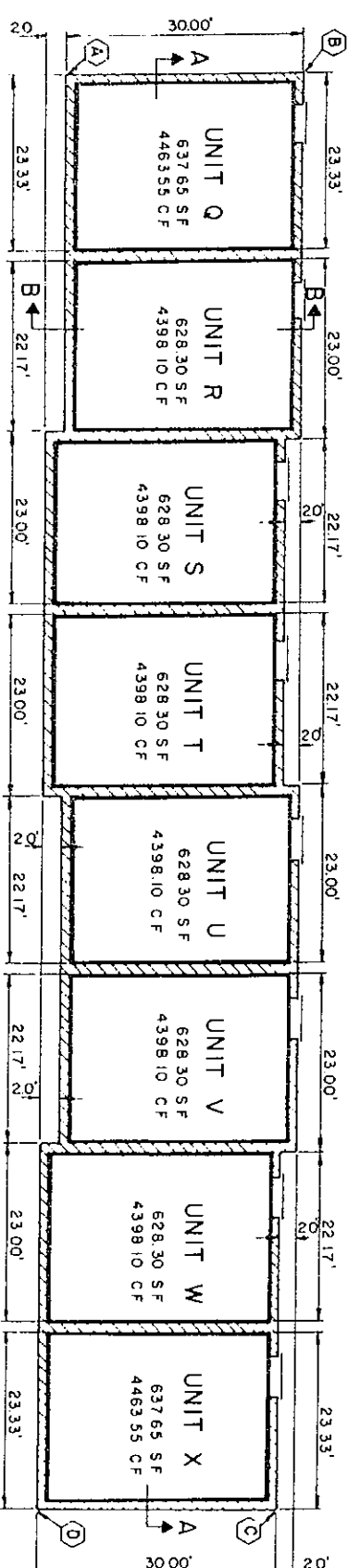
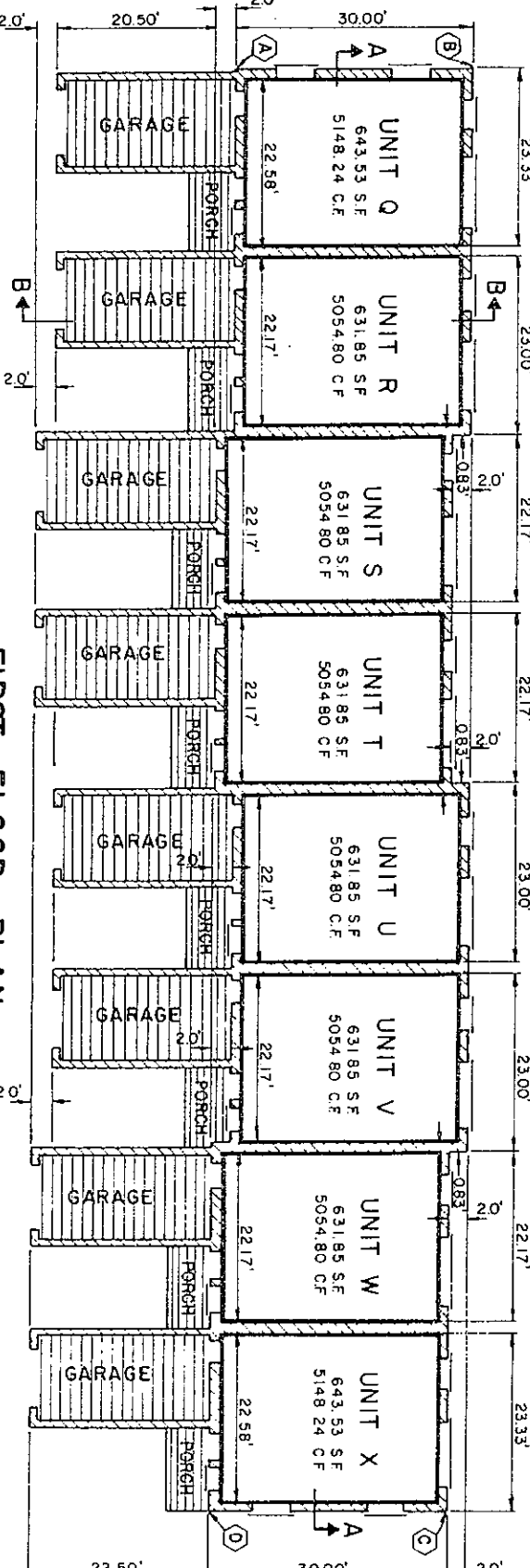
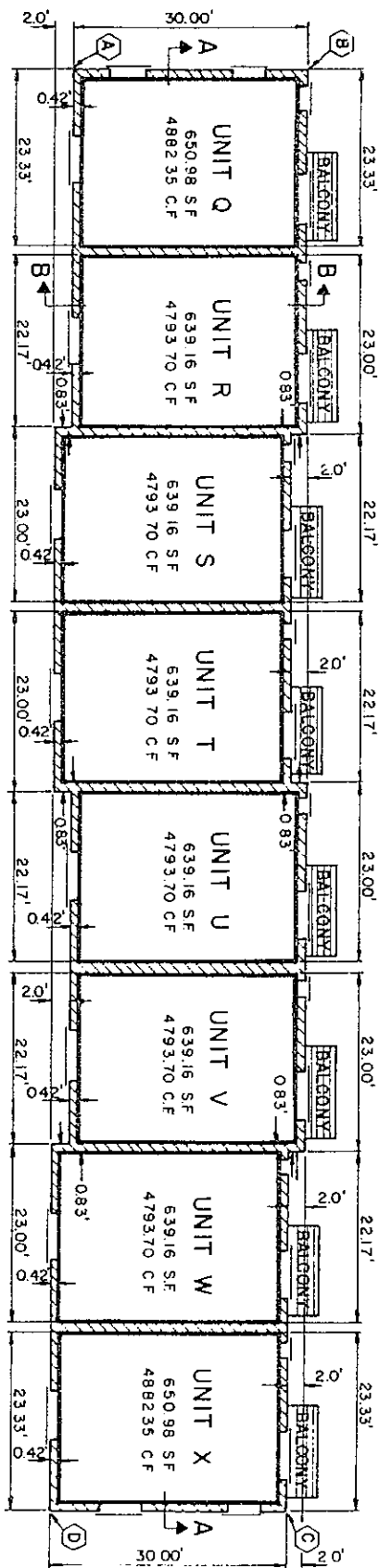
NOTE: FOR TYPICAL BUILDING FLOOR PLANS, APARTMENT SQUARE FOOT AND CUBIC FOOT, SEE SHEET B.

SCHULTZ ESTATES II

NOV 14-1977



ROBERT SHANAYDA
REGISTERED LAND SURVEYOR
STATE OF WISCONSIN
#5043 488-4113



NOTE: ALL EXTERIOR AND INTERIOR BASEMENT WALLS ARE 0'83"

NOTE: ALL EXTERIOR FIRST FLOOR WALLS ARE 0'75" UNLESS OTHERWISE NOTED

NOTE: ALL INTERIOR FIRST FLOOR WALLS BETWEEN APARTMENTS ARE 0'83"

NOTE: ALL EXTERIOR SECOND FLOOR WALLS ARE 0'75" UNLESS OTHERWISE NOTED

NOTE: ALL INTERIOR SECOND FLOOR WALLS BETWEEN APARTMENTS ARE 0'83"

NOTE FOR APARTMENT NUMBERING AND FLOOR ELEVATIONS SEE SHEET II

TYPICAL FLOOR PLAN
BUILDING 3.
SCALE: 1/8" = 1'-0"

BASEMENT PLAN

SECOND FLOOR PLAN

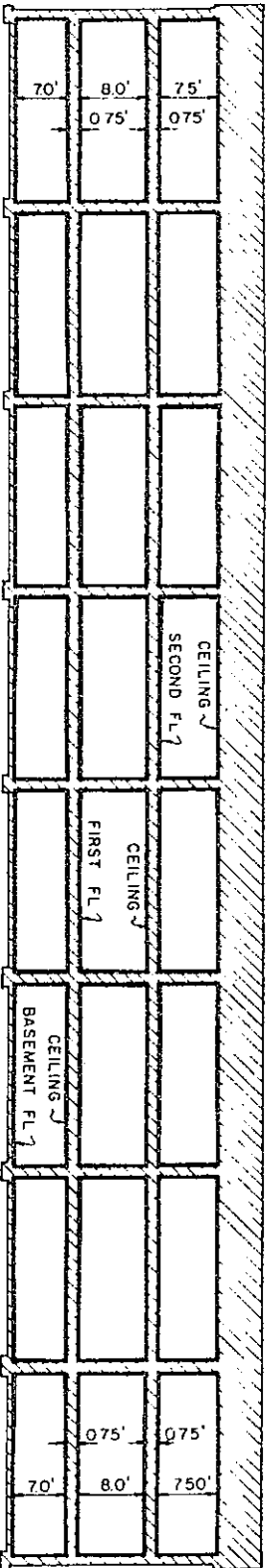
FIRST FLOOR PLAN

SCHULTZ ESTATES II

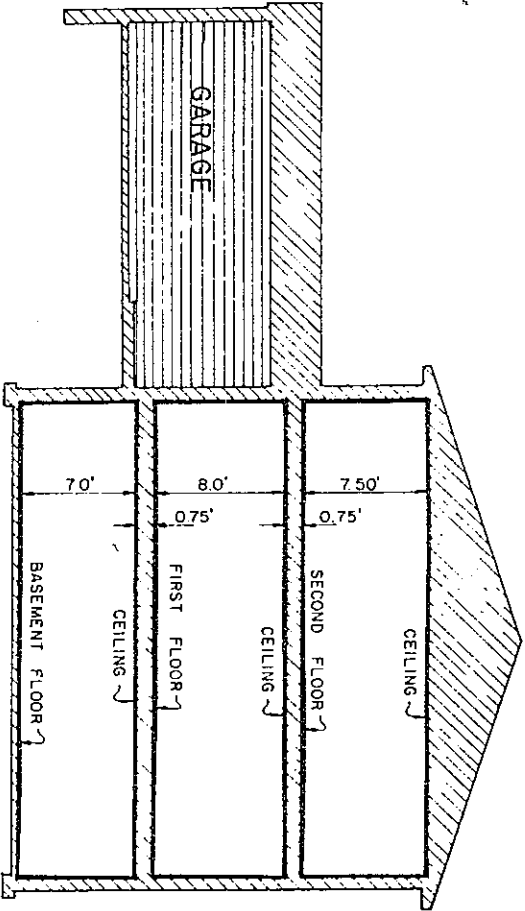
NOV 14-1977

ROBERT SAKAYADA
REGISTERED ARCHITECT
212 W. WASHINGTON
CHICAGO, ILLINOIS 60604
PHONE 468-8113

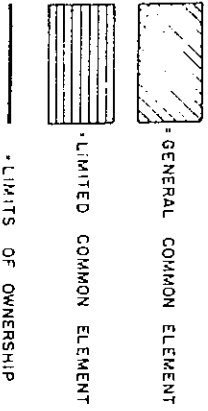
SHEET 10



SECTION A - A
SCALE: 1/8" = 1'-0"



SECTION B - B
SCALE: 1/4" = 1'-0"



SCHEDULE OF APARTMENT NUMBERS

BUILDING NUMBER	APARTMENT NUMBERS																			
	UNIT Q	UNIT R	UNIT S	UNIT T	UNIT U	UNIT V	UNIT W	UNIT X	UNIT QR	UNIT RR	UNIT SR	UNIT TR	UNIT UR	UNIT VR	UNIT WR	UNIT XR				
3	13	14	15	16	17	18	19	19	20											

SCHEDULE OF BUILDING COORDINATES

BUILDING NUMBER	COORDINATE	BUILDING BEARING POINT A TO B		
			NORTH (X)	EAST (Y)
3	C	2461.94	939.92	N.89°57'02"W

LEGEND OF FIRST FLOOR ELEVATIONS ON USGS DATA.

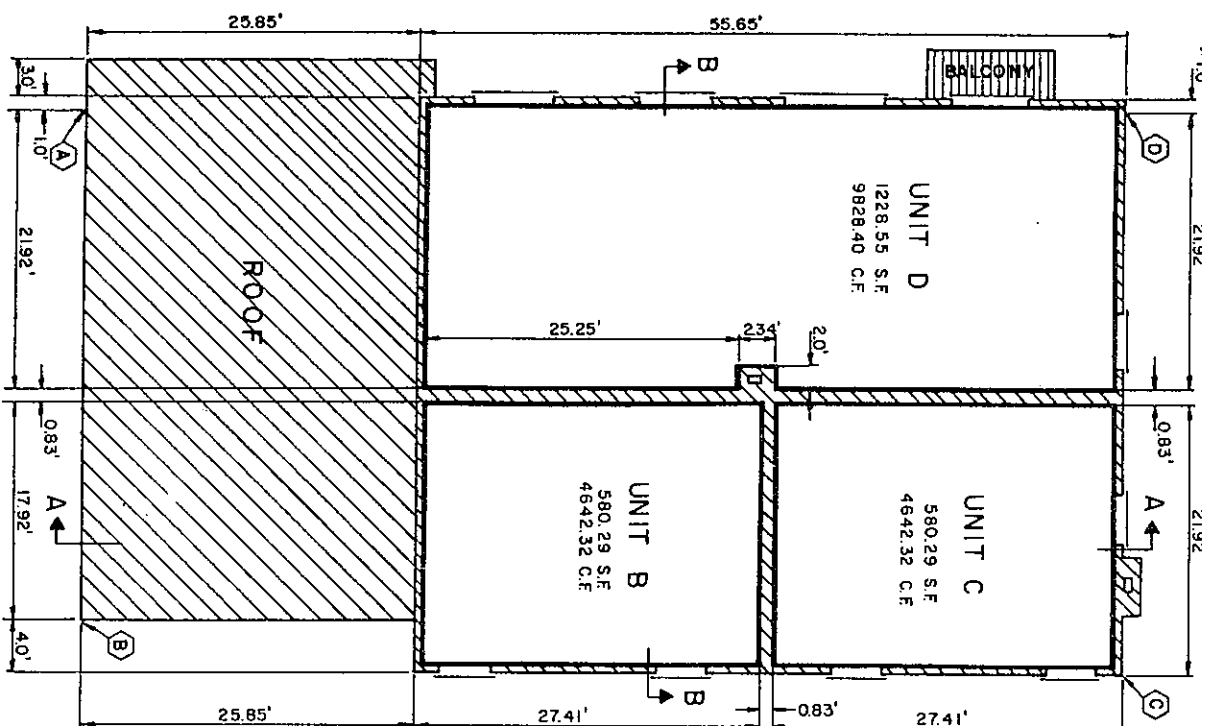
BUILDING NUMBER	FIRST FLOOR ELEVATION
3	602.30

NOTE FOR TYPICAL BUILDING FLOOR PLANS,
APARTMENT SQUARE FOOT AND CUBIC
FOOT SEE SHEET 10.

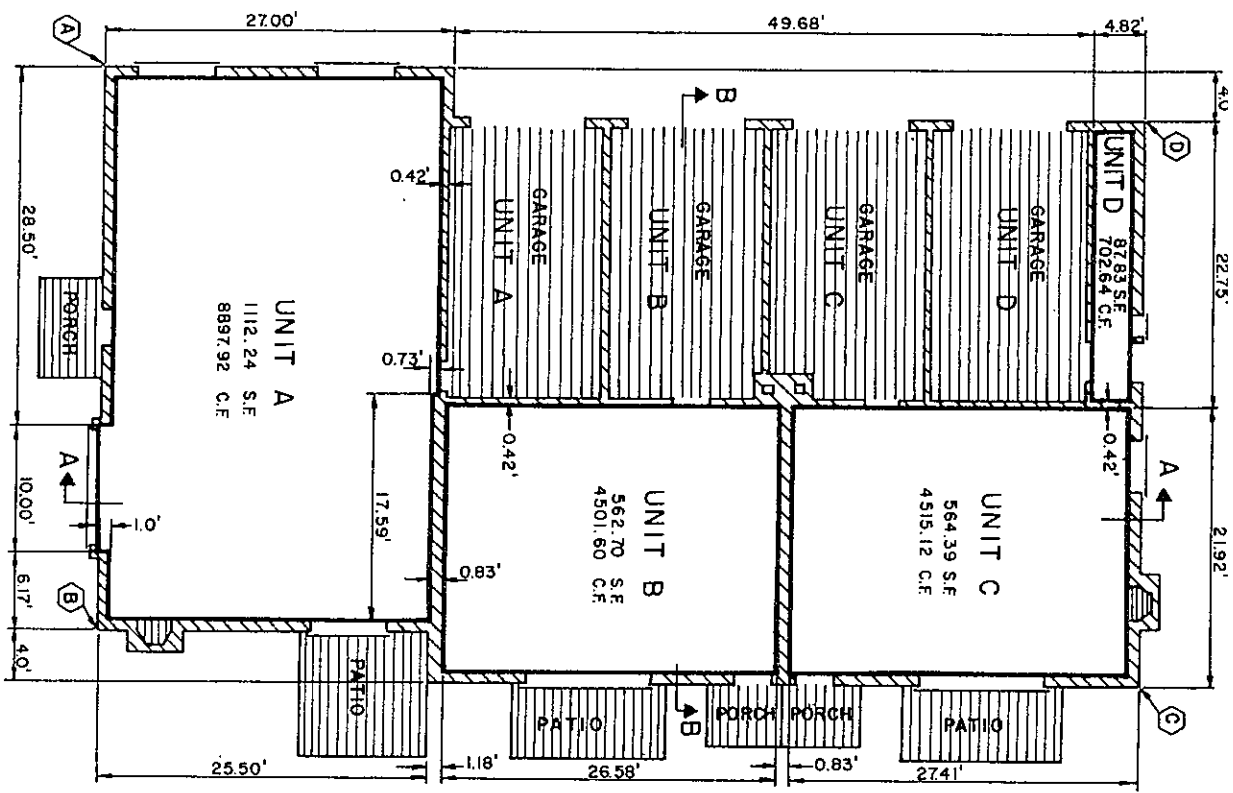
SCHULTZ ESTATES II

NOV 14-1977

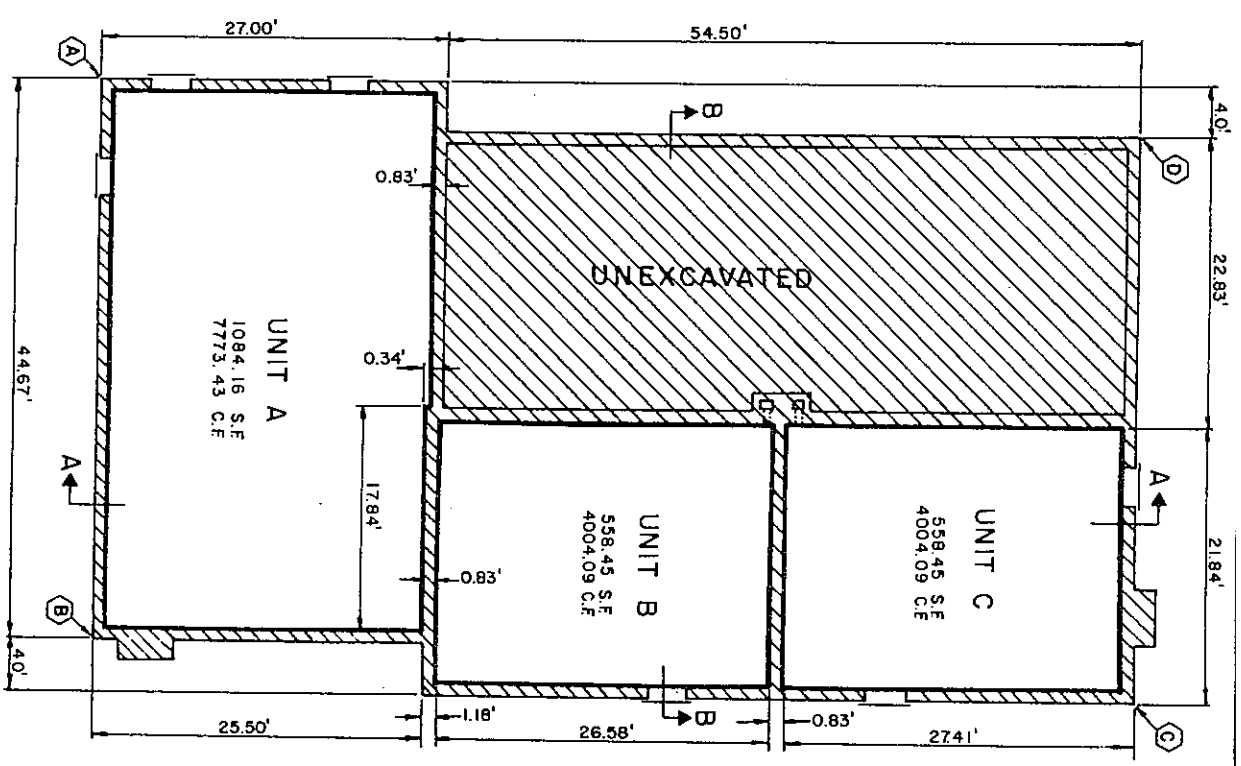
SCHEPPE, S-A-ART-12
REGISTERED ARCHITECT
200 N. W. 10TH AVENUE
MIAMI, FLORIDA 33136
PHONE 461-5152



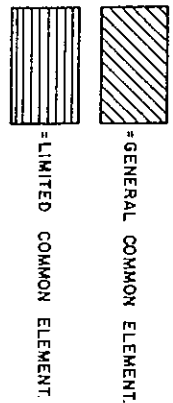
SECOND FLOOR PLAN



FIRST FLOOR PLAN



BASEMENT PLAN



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

NOTE: ALL EXTERIOR BASEMENT WALLS ARE 0.83'
 NOTE: ALL EXTERIOR FIRST FLOOR WALLS ARE 0.75'
 NOTE: ALL EXTERIOR SECOND FLOOR WALLS ARE 0.42'
 NOTE: FOR APARTMENT NUMBERING AND FLOOR ELEVATION, SEE SHEET 14.

TYPICAL FLOOR PLANS
 BUILDINGS 5, 6, 7, 10.

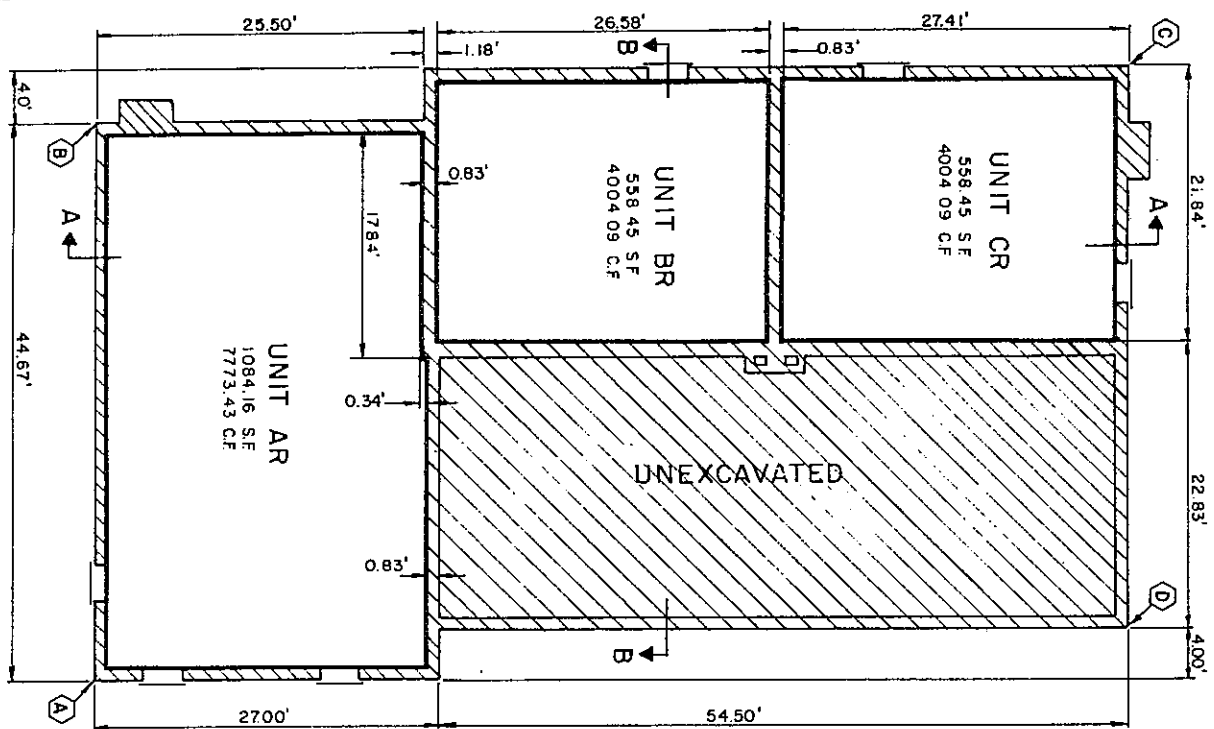
SCALE: 1/8" = 1'-0"

NOV 14-1977

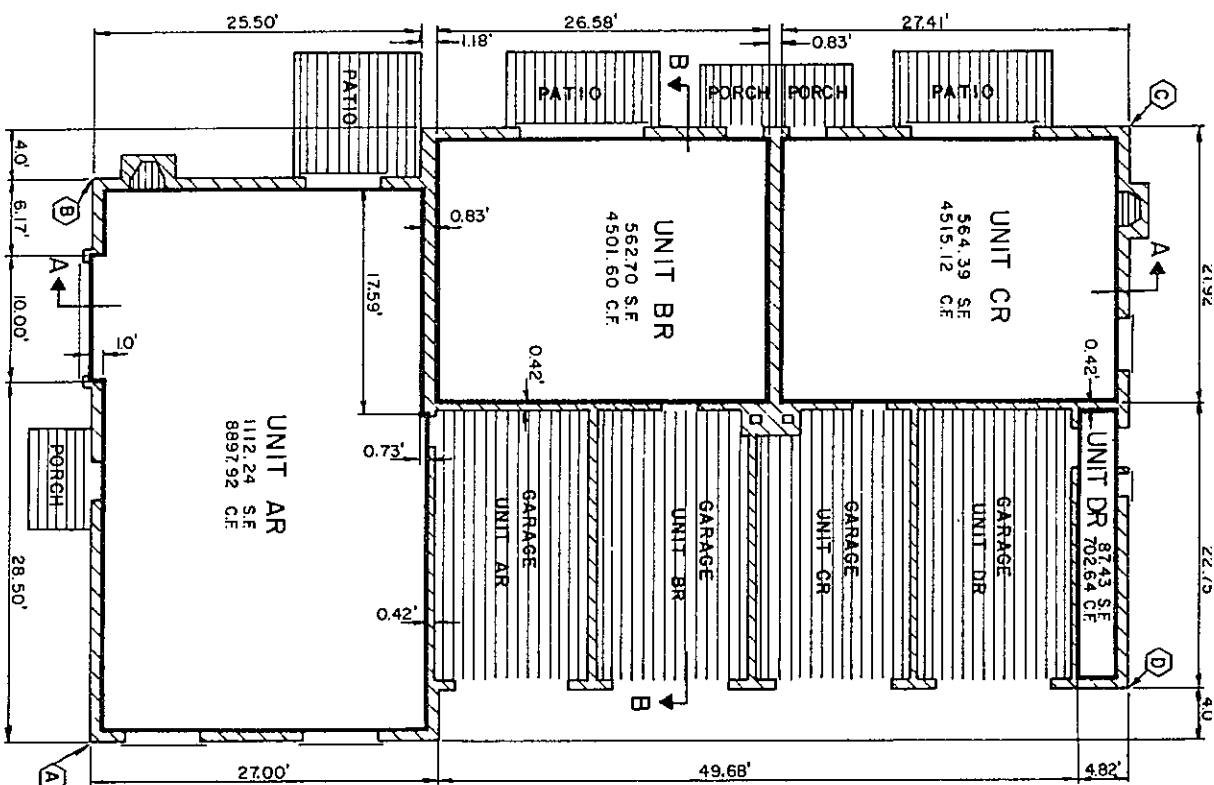
SCHULTZ ESTATES II



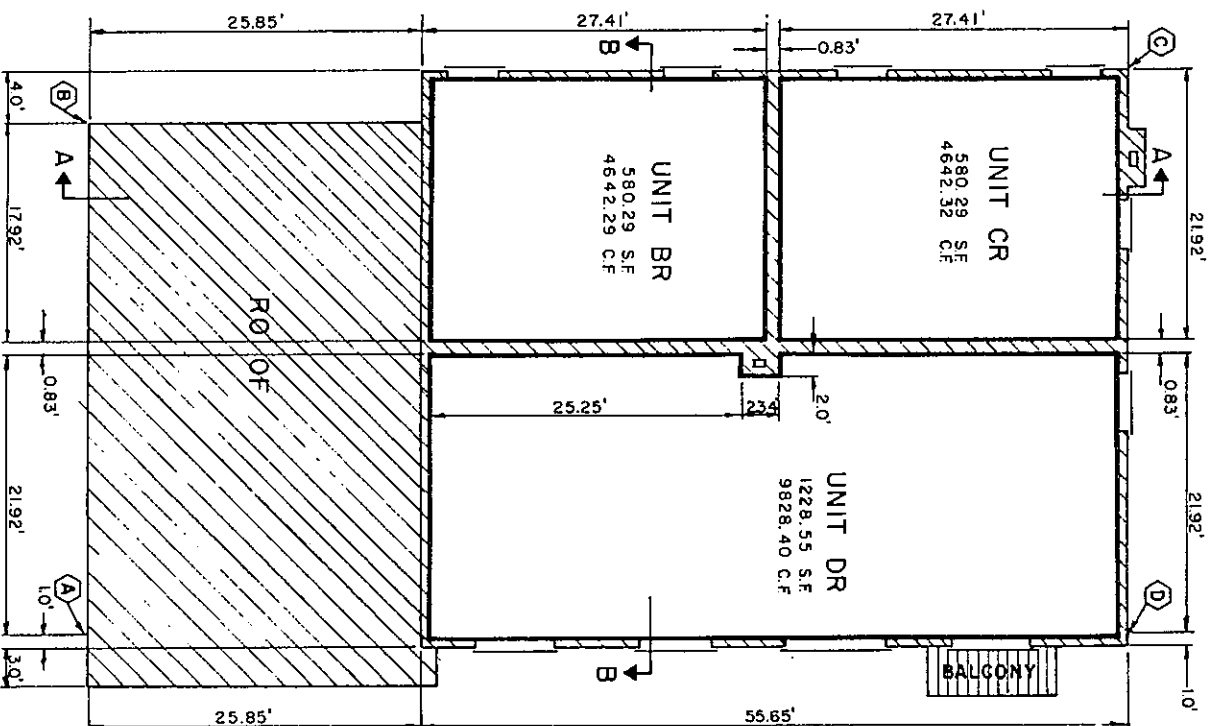
ROBERT SHANYDA
 ARCHITECT AND ENGINEER
 3700 WELLS ROAD
 WYOMING, MICHIGAN
 48193
 PHONE 488-6113



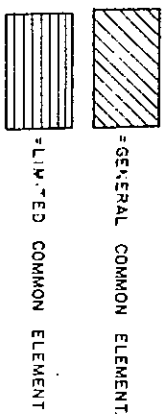
BASEMENT FLOOR PLAN



FIRST FLOOR PLAN



SECOND FLOOR PLAN



NOTE: ALL EXTERIOR BASEMENT WALLS ARE 0.83'
 NOTE: ALL EXTERIOR FIRST FLOOR WALLS ARE 0.75'
 NOTE: ALL EXTERIOR SECOND FLOOR WALLS ARE 0.42'
 NOTE: FOR APARTMENT NUMBERING AND FLOOR ELEVATION, SEE SHEET 14

TYPICAL FLOOR PLANS
 BUILDING 8.

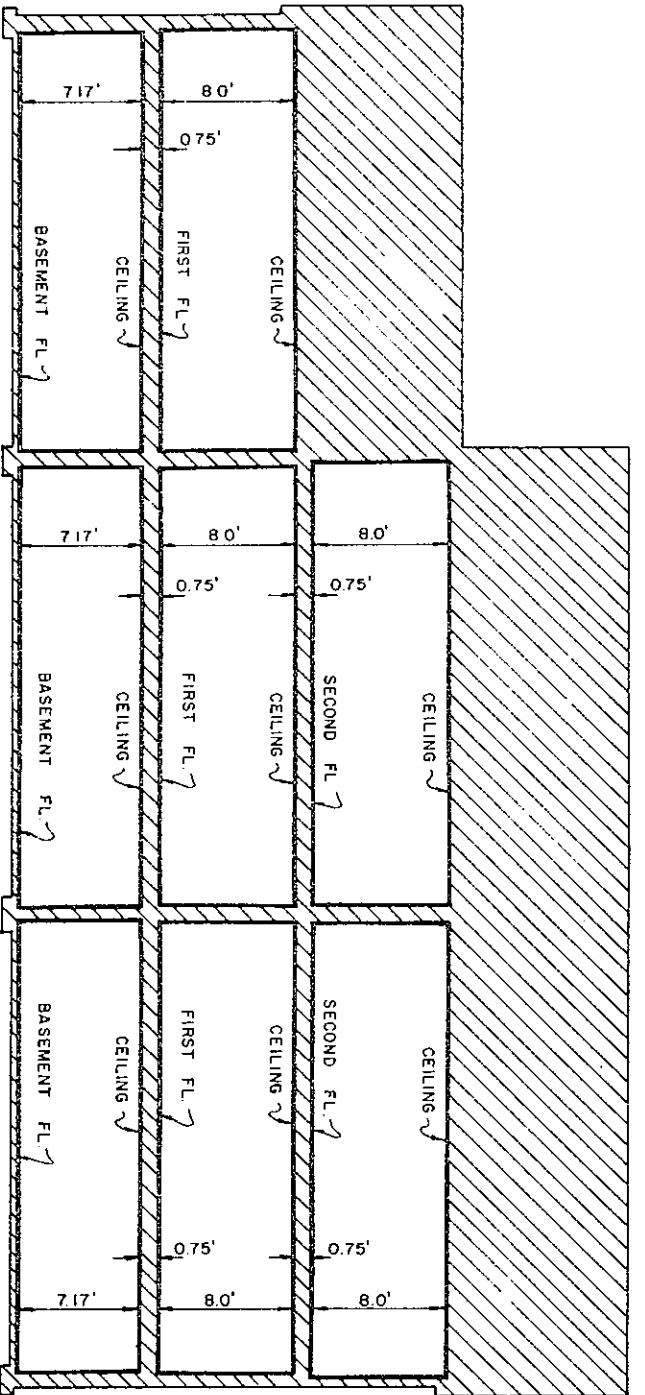
SCALE: 1/8" = 1'-0"

SCHULTZ ESTATES II

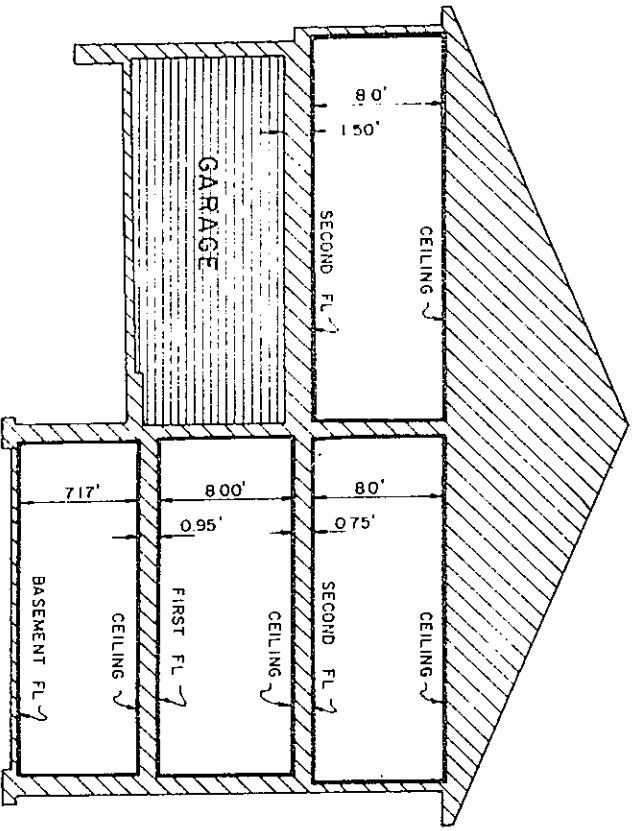
NOV14-1977

ROBERT SHANAYDA
 ARCHITECT
 3701 CLEMENS, WICHITA
 67213





SECTION A-A
SCALE 3/16" = 1'-0"



SECTION B-B
SCALE 3/16" = 1'-0"

SCHEDULE OF APARTMENT NUMBERS




BUILDING NUMBER	APARTMENT				NUMBER			
	UNIT A	UNIT B	UNIT C	UNIT D	UNIT AR	UNIT BR	UNIT CH	UNIT DR
5	27	28	29	30				
6	31	32	33	34				
7	35	36	37	38				
8					39	40	41	42
10	49	50	51	52				

SCHEDULE OF BUILDING COORDINATES

BUILDING NUMBER	COORD. POINT	COORDINATES		BUILDING BEARING POINT A TO B
		NORTH (X)	EAST (Y)	
5	D	2566.81	1214.54	S30°49'06"E
6	D	2691.28	1308.33	S70°16'02"E
7	D	2814.54	1339.57	S80°58'44"E
8	C	2820.45	1221.58	N75°18'36"W
10	C	2941.99	1313.59	N00°06'45"E

LEGEND OF FIRST FLOOR ELEVATIONS ON U.S.G.S DATA

BUILDING NUMBER	FIRST FLOOR ELEVATION
5	602.25
6	602.30
7	602.30
8	602.40
10	602.50

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

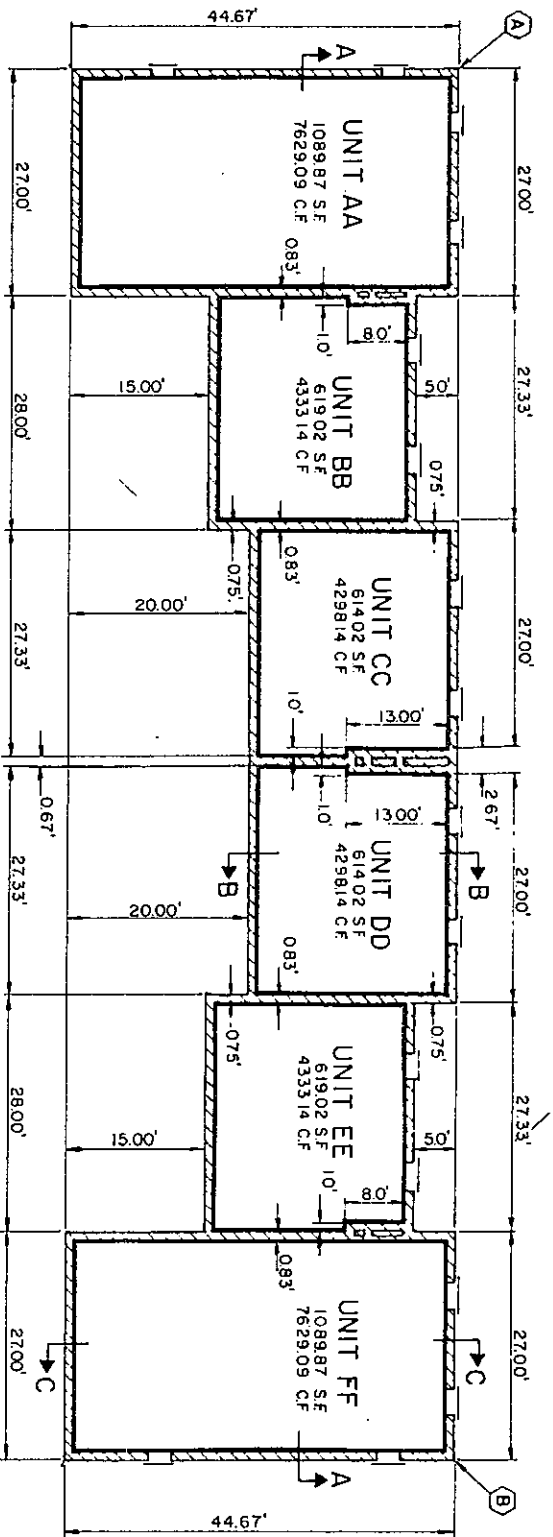
NOTE FOR TYPICAL BUILDING FLOOR PLANS, APARTMENT SQUARE FOOT AND CUBIC FOOT, SEE SHEET 12 OR 13.

SCHULTZ ESTATES II

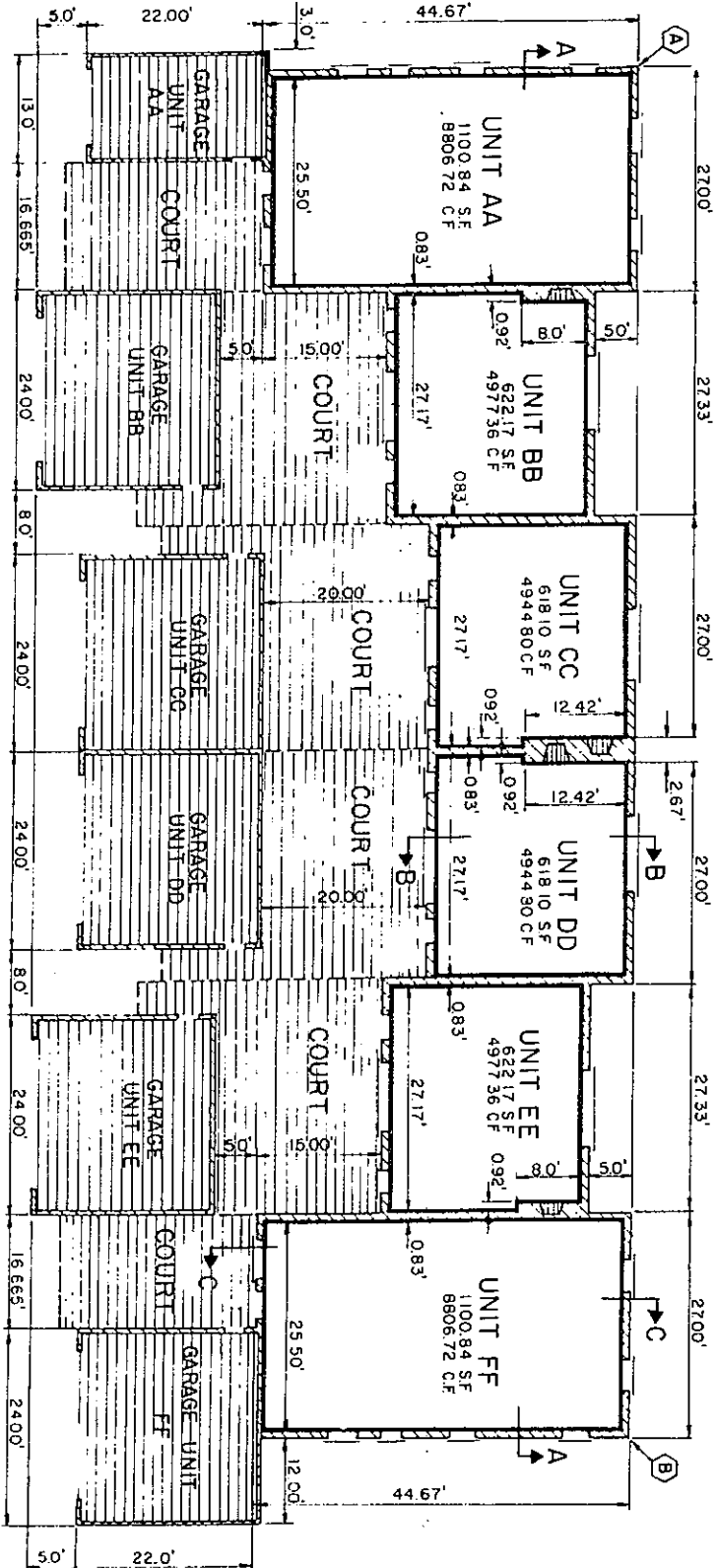
NOV 14, 1977

ROBERT SHANAYDA
REGISTERED LAND SURVEYOR
112 S. MILL ST.
MOUNTAIN VIEW, WISCONSIN
PHONE 488-8133

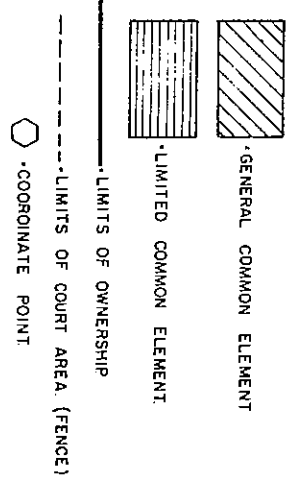




BASEMENT FLOOR PLAN



FIRST FLOOR PLAN



NOTE= ALL EXTERIOR BASEMENT WALLS ARE 0.83' UNLESS OTHERWISE NOTED.

NOTE= ALL EXTERIOR FIRST FLOOR WALLS ARE 0.75' UNLESS OTHERWISE NOTED.

NOTE= ALL EXTERIOR AND INTERIOR GARAGE WALLS ARE 0.42'

NOTE= FOR SECOND FLOOR PLAN SEE SHEET 16.

NOTE= FOR APARTMENT NUMBERING AND FLOOR ELEVATIONS SEE SHEET 16.

NOTE= FOR CROSS SECTION OF BUILDING SEE SHEET 16.

TYPICAL FLOOR PLAN BUILDING 11.

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

AP1

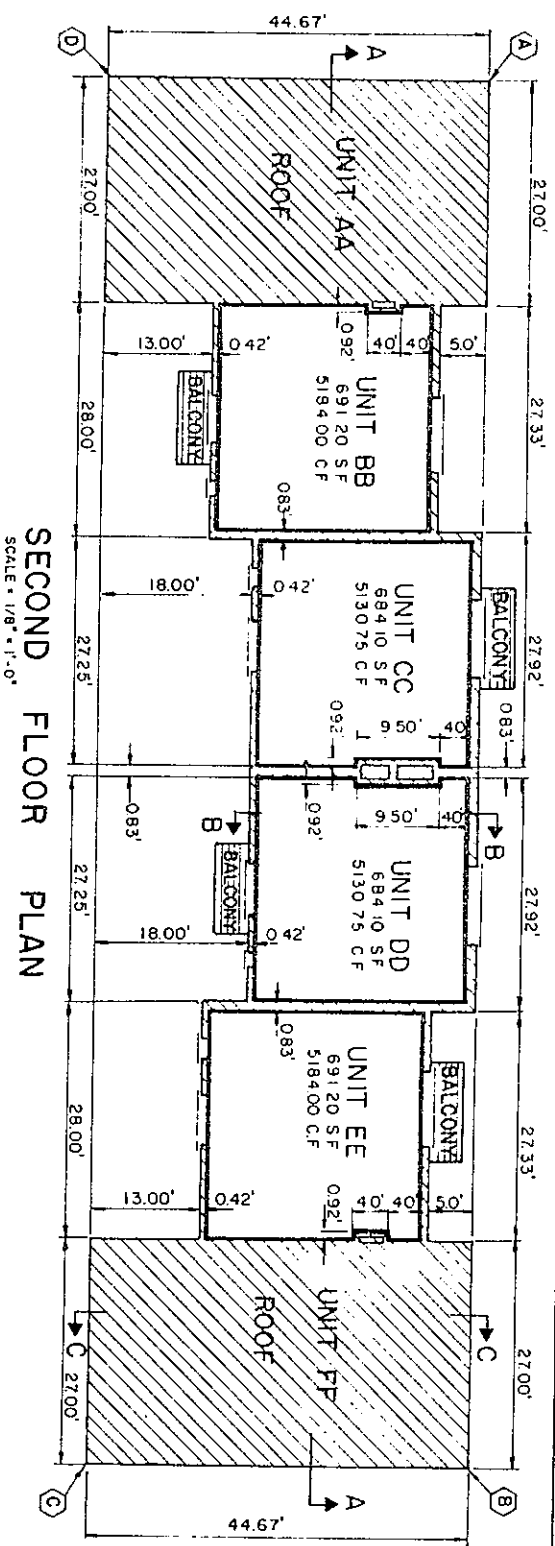


SCHULTZ ESTATES II

NOV 14, 1977

REV 12-28

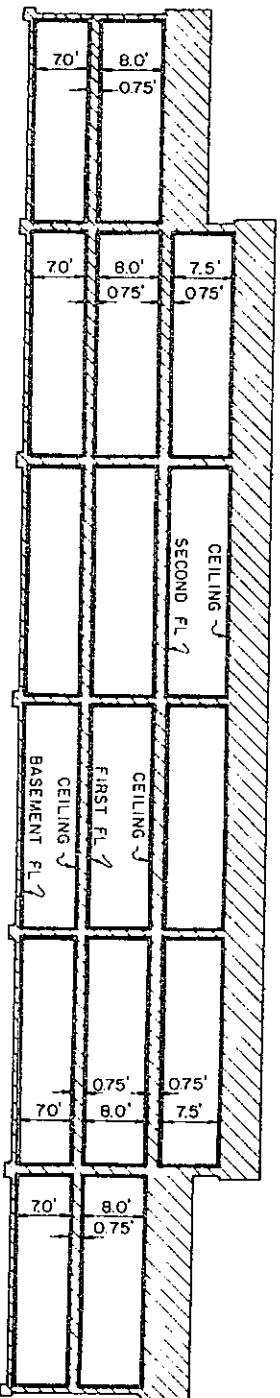
ROBERT SHAND, ARCHITECT
 REGISTERED ARCHITECT
 317 & PELLY RD
 W. CHEVENE, MICHIGAN
 48123



SECOND FLOOR PLAN
SCALE = 1/8" = 1'-0"

NOTE: ALL EXTERIOR SECOND FLOOR WALLS ARE 075' UNLESS OTHERWISE NOTED.
NOTE: FOR TYPICAL FIRST AND SECOND FLOOR PLANS APARTMENT SQ. FT., AND CUBIC FT., SEE SHEET 15.

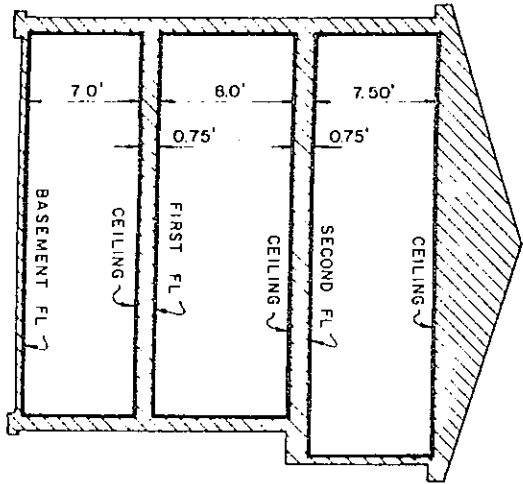
GENERAL COMMON ELEMENT
 LIMITED COMMON ELEMENT
 LIMITS OF OWNERSHIP
 COORDINATE POINT



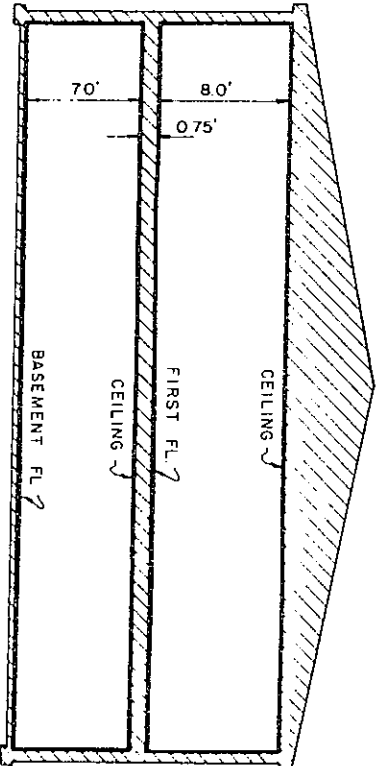
SECTION A-A
SCALE = 1/8" = 1'-0"

SCHEDULE OF APARTMENT NUMBERS.

BUILDING NUMBER	UNIT	APARTMENT NUMBER
11	53	UNIT AA
	54	UNIT BB
	55	UNIT CC
	56	UNIT DD
	57	UNIT EE
	58	UNIT FF



SECTION B-B
SCALE = 1/4" = 1'-0"



SECTION C-C
SCALE = 1/4" = 1'-0"

SCHEDULE OF BUILDING COORDINATES

BUILDING NUMBER	COORDINATES		BUILDING BEARING POINT A TO B
	NORTH (X)	EAST (Y)	
11	2975.21	1088.89	S 89° 53' 15" E

LEGEND OF FIRST FLOOR ELEVATIONS ON USGS DATA.
BUILDING NUMBER 11
FIRST FLOOR ELEVATION 603.20

SCHULTZ ESTATES II

NOV 14, 1977
ROBERT SHANAYDA
REGISTERED LAND SURVEYOR
3704 PERRY ROAD
48033
LANSING, MICHIGAN
PHONE 468-6113



Corporation & Securities Bureau
6548 Mercantile Way
Lansing, Michigan 48909

P.O. Box 30054
Corporation Division
General Information
(517) 373-0493
Record Information
(517) 373-0498
Annual Report
(517) 373-0488
Certification & Copies
(517) 373-2901

STATE OF MICHIGAN



WILLIAM G. MILLIKEN, Governor

DEPARTMENT OF COMMERCE

William F. McLaughlin, Director

ORDER
CONDITIONAL PERMIT TO SELL

P.O. Box 30222
Enforcement Division
(517) 374-9428
Examination Division
(517) 373-0485
Condominiums
(517) 373-8028
Mobile Homes
(517) 374-9588

re: Application of Schultz Homes Incorporated, 521 Sheldon Road, Grosse Pointe Shores, MI 48236, Developer, for a Conditional Permit To Sell for SCHULTZ ESTATES II--FIRST AMENDMENT, Canal Road & Greenfield Road, Clinton Twp., Macomb County, MI. (Our File #77-26.)

Application having been duly made and examined, and

A Certificate of Approval of Master Deed, having been entered on March 19, 1979, and recorded on March 26, 1979, in Liber 3081, page 967; and in the Master Deed, having been recorded on March 26, 1979, in Liber 3081, pages 968 through 980; and Liber 3082, pages 1 through 27, in the Macomb County Register of Deeds.

Therefore, a Conditional Permit To Sell units is hereby granted to the developer, pursuant to 1978 P.A. 59, subject to the following conditions:

- a) That each purchaser of a unit be given, before or at the time of purchase, a copy of the recorded Master Deed reduced to 8½ x 14 inches, including the by-laws and plans which are a part thereof, the association by-laws and a disclosure statement beginning October 1, 1978.
- b) That this Bureau be furnished with a copy of all advertisements and sales literature to be used in the sale of units within 5 days after use.
- c) That no unit be conveyed until an occupancy permit has been received.
- d) That until conveyance of title or at such other time designated by the Bureau, all deposits shall be placed and remain in the escrow account.
- e) That "as-built" plans must be submitted no later than 90 days after satisfactory completion of the construction contracts relating to this project.
- f) That notice of a change in mortgagee be submitted to the Corporation & Securities Bureau
- g) That the developer or its successor submit to the Bureau, an affidavit indicating the date upon which the last unit in the project is sold.
- h) That notice of a successor developer or a successor mortgagee which acquires title to the project, or a portion of the project, be submitted to the Bureau.
- i) That a developer of an expandable or convertible project, or its successor, which intend to avail itself of Section 88(2) of the Act, provide notice to the Bureau of the date the expansion or conversion is begun and the estimated date of completion.

This permit is valid for units numbered
1 through 326 only.

dated: March 27, 1979
Lansing, Michigan



MICHIGAN DEPARTMENT OF COMMERCE
William F. McLaughlin, Director

By E. C. Mackey
E. C. Mackey, Director
Corporation & Securities Bureau

Corporation & Securities Bureau
6546 Mercantile Way
Lansing, Michigan 48909

P.O. Box 30054
Corporation Division
General Information
(517) 373-0493
Record Information
(517) 373-0498
Annual Report
(517) 373-0488
Certification & Copies
(517) 373-2901

STATE OF MICHIGAN



WILLIAM G. MILLIKEN, Governor

DEPARTMENT OF COMMERCE
WILLIAM F. McLAUGHLIN, Director

O R D E R

CERTIFICATE OF APPROVAL OF AMENDED MASTER DEED

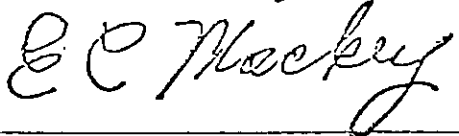
P.O. Box 30222
Enforcement Division
(517) 374-9426
Examination Division
(517) 373-0485
Condominiums
(517) 373-8026
Mobile Homes
(517) 374-9586

Recorded in Liber 3081,
Page 967,
Macomb County Records
on March 26, 1979

In re: Application of Schultz Homes Incorporated, 521 Sheldon Road, Grosse Pointe, MI 48236, Developer, for a Certificate of Approval of Amended Master Deed for SCHULTZ ESTATES II--FIRST AMENDMENT, Canal Road & Greenfield Road, Clinton Twp, Macomb County, Michigan. (File #77-26.)

1. Application having been duly made and examined,
2. A Certificate of Approval of Amended Master Deed for the above condominium is hereby given to the developer, pursuant to 1978 P.A. 59:
 - a) That all existing and future co-owners in the above condominium be supplied with copies of the Amended Master Deed.
 - b) That this order be recorded with the County Register of Deeds at the same time as the Amended Master Deed itself is so recorded. A copy of such recorded documents shall be returned to the Michigan Department of Commerce, Corporation & Securities Bureau, prior to the issuance of a Permit To Sell.
 - c) That the Master Deed shall not be recorded without a certification by the Treasurer collecting same that all property taxes and special assessments which have become a lien on the property involved in the project have been paid in full.
 - d) When construction has been completed, the developer shall amend the Master Deed by filing "as-built" plans.
 - e) That pursuant to Section 21(3) of the Condominium Act, all projects which were approved under the Horizontal Real Property Act, 1963 P.A. 229, as amended, shall comply with Sections 21(4) and (5) of the Condominium Act.
3. This Certificate of Approval of Amended Master Deed becomes effective immediately.

MICHIGAN DEPARTMENT OF COMMERCE
William F. McLaughlin, Director

By 
E. C. Mackey, Director
Corporation & Securities Bureau

Dated: March 19, 1979
Lansing, Michigan

MICHIGAN
THE GREAT
LAKES
STATE

**FIRST AMENDMENT TO MASTER DEED OF
SCHULTZ ESTATES II**

Recorded in Liber 3081,
Pages 968 through 980.
and Liber 3082, Pages
1 through 27,
Macomb County Records
on March 26, 1979

Schultz Homes Incorporated, a Michigan corporation, being the Developer of Schultz Estates II, a condominium project established pursuant to the Master Deed thereof, recorded on February 15, 1978, in Liber 2912, Pages 190 through 227; Macomb County Records, and known as Macomb County Condominium Subdivision Plan No. 115, hereby amends the Master Deed of Schultz Estates II pursuant to the authority reserved in Articles VII and VIII of said Master Deed for the purposes of correcting a typographical error in Article II; providing for assignment of carports and basement storage areas; and enlarging the condominium project from 58 units to 326 units by the addition of land described in Section 3 below and reallocating percentages of value set forth in Article V-C of said Master Deed. Upon approval of this Amendment by Order of the Michigan Department of Commerce, and recordation in the Office of the Macomb County Register of Deeds of this Amendment and said Order, said Master Deed and Exhibit "B" thereto shall be amended in the following manner:

1. The last paragraph of Article II of said Master Deed of Schultz Estates II shall be amended by changing "Oakland County Records," specifically located in the third and last lines of said last paragraph of Article II of the Master Deed as originally recorded, to "Macomb County Records."
2. Article IV of said Master Deed of Schultz Estates II, as set forth below, shall replace and supersede Article IV of the Master Deed as originally recorded and the originally recorded Article IV shall be of no further force and effect.

**FIRST AMENDED ARTICLE IV OF THE MASTER DEED OF
SCHULTZ ESTATES II**

ARTICLE IV

ARTICLE IV

COMMON ELEMENTS

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

A. The general common elements are:

- (1) The land described in Article II hereof, including driveways, roads, sidewalks, rubbish areas and unassigned parking spaces;
- (2) The electrical wiring network throughout the project, including that contained within unit walls, up to the point of connection with electrical fixtures within any unit. Electricity for each building sump pump is metered to one co-owner of an apartment in that building, and the expense thereof shall be paid in the first instance by the Association and rebilled to each co-owner in such buildings on a pro-rata basis computed by dividing each such co-owner's percentage of value by the combined percentages of value for the units in all the buildings so metered and multiplying the resulting percentage times the total electricity bill for sump pump usage for buildings so metered;
- (3) The gas line network throughout the project, including that contained within unit walls, up to the point of connection with gas fixtures within any unit;
- (4) The telephone wiring network throughout the project, including that contained within unit walls, up to the point of connection with telephone equipment within any unit;
- (5) The plumbing network throughout the project, including that contained within unit walls, up to the point of connection with plumbing fixtures within any unit;
- (6) The water distribution system, sanitary sewer system and storm drainage system throughout the project, up to the point of connection with any plumbing network within any building;
- (7) Foundations, supporting columns, unit perimeter walls (including windows and doors therein) roofs, ceilings, floor construction between unit levels and chimneys;

(8) The easements for ingress and egress referred to in Article II hereof;

(9) Such other elements of the project not herein designated as general or limited common elements which are not enclosed within the boundaries of an apartment, and which are intended for common use or necessary to the existence, upkeep and safety of the project.

B. The limited common elements are:

(1) Certain garages and the driveways leading to said garages are both appurtenant to specific apartments as limited common elements as designated on Exhibit "B" hereto with letters which correspond to the apartments to which such garages and adjacent driveways respectively appertain;

(2) Certain carports are appurtenant to specific apartments as limited common elements as designated on Exhibit "B" hereto with numbers which correspond to the apartments to which such carports appertain;

(3) Each individual terrace, balcony and porch in the project is restricted in use to the co-owner of the apartment which opens into such terrace, balcony and porch as shown on Exhibit "B" hereto;

(4) Each individual patio in the project is restricted in use to the co-owner of the apartment which opens onto such patio as shown on Exhibit "B" hereto. Developer hereby reserves the right to construct a fence around one or more patios and to thereby create a patio area. The fence may be constructed at a reasonable distance from the location of the patio shown on Exhibit "B" hereto to create a landscaped area within the patio area. The Developer may construct as many fences as Developer, in its sole discretion, deems appropriate and need not construct a fence around every patio. The Developer shall amend Exhibit "B" to indicate all such patio areas if any are created and all of the co-owners and mortgagees of apartments and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed as the same may be approved by the Department of Commerce. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments of the Master Deed and all other documents necessary to effectuate the foregoing;

(5) Developer hereby reserves the right to install awnings on any buildings in the condominium. Any such awning shall be a limited common element restricted in use to the co-owner of the apartment which such awning services. The Developer may install as many awnings as Developer, in its sole discretion, deems appropriate and nothing herein shall obligate the Developer to install awnings on any particular building or every building. The Developer shall amend Exhibit "B" to indicate all such awnings if any are installed and all of the co-owners and mortgagees of apartments and other persons interested or to become interested in the condominium from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed as the same may be approved by the Department of Commerce. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

(6) Each fireplace in the project is restricted in use to the co-owner of the apartment which such fireplace services;

(7) Each individual court in the project is restricted in use to the co-owner of the apartment which opens into such court as shown on Exhibit "B" hereto. Developer hereby reserves the right to construct a cement slab in such court. Developer may construct as many cement slabs in courts as Developer, in its sole discretion, deems appropriate and Developer need not construct a cement slab in each court;

(8) Each individual hot water heater, furnace, air conditioner and air-conditioner compressor in the project is restricted in use to the co-owner of the apartment which such limited common elements service;

(9) Common stairs, hallways and basement areas shall be limited in use to owners of apartments in each building in which such common facilities are located;

(10) Individual laundry and storage areas in the basements of Buildings 21, 23 and 31 are partitioned and may be assigned to individual co-owners in the discretion of the Developer in which case each partitioned basement laundry and storage area shall be a limited common element restricted in use to the co-owner of the unit to which the same is assigned;

(11) The interior surfaces of apartment and garage perimeter walls (including windows and doors therein), ceilings and floors contained within an apartment and the appurtenant garage shall be subject to the exclusive use and enjoyment of the co-owner of such apartment and appurtenant garage;

C. The respective responsibilities for the maintenance, repair, decoration and replacement are as follows:

(1) The costs of maintenance, repair and replacement of each patio described in Article IV B(4) above shall be borne by the co-owner of the apartment to which such limited common element respectively appertains. If the Developer constructs a fence around the patio as provided in Article IV B(4) above, then any landscaped area created thereby shall be maintained, repaired or replaced by the co-owner of the apartment to which such limited common element appertains and the fence so constructed shall be maintained, repaired or replaced by the Association.

(2) The costs of maintenance, repair and replacement of each awning described in Article IV B(5) above shall be borne by the co-owner of the apartment which such awning services.

(3) The costs of maintenance and repair (but not replacement except in the case of co-owner fault) of each fireplace described in Article IV B(6) above shall be borne by the co-owner of the apartment to which such limited common element is appurtenant.

(4) The costs of maintenance, repair and replacement of each court and the cement slab, if any, constructed in said court referred to in Article IV B(7) above shall be borne by the co-owner of each apartment to which such limited common element respectively appertains; provided, however, that any fences surrounding courts installed by the Developer shall be maintained, repaired and replaced by the Association.

(5) The costs of maintenance, repair and replacement of each hot water heater, furnace, air conditioner and air-conditioner compressor referred to in Article IV B(8) above shall be borne by the co-owner of each apartment to which such limited common elements are appurtenant.

(6) The costs of decoration and maintenance (but not repair or replacement except in cases of co-owner fault) of all garage interior surfaces, laundry and storage area interior surfaces and apartment interior surfaces referred to in Article IV B(1), Article IV B(10) and Article IV B(11) above shall be borne by the co-owner of each apartment to which such limited common elements are appurtenant.

(7) The costs of maintenance, repair and replacement of the roadways referred to in the easements for ingress and egress referred to in Article IV A(8) shall be borne by the Association.

(8) The costs of maintenance, repair and replacement of all general and limited common elements other than as described above shall be borne by the Association.

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.

3. The following land shall be added to the Condominium Project by this Amendment:

A parcel of land being a part of the West 1/2 of Section 8, Town 2 North, Range 13 East, Clinton Township, Macomb County, Michigan and being more particularly described as follows:

Commencing at the West 1/4 corner of said Section 8; thence South 00° 08' 50" West along the West line of Section 8, 144.95 feet; thence South 68° 56' 40" East, along the centerline of Canal Road 724.68 feet; thence South 69° 15' 40" East, along the centerline of Canal Road 269.00 feet; thence North 18° 23' 24" East, 534.08 feet to

point of curve; thence along the arc of a curve to the left 202.25 feet; radius of 369.00 feet delta 31° 24' 14" chord bearing North 02° 41' 20" East, chord distance of 199.73 feet; thence North 13° 00' 48" West 77.44 feet; thence South 74° 28' 54" East 372.85 feet; thence North 75° 35' 09" East 225.00 feet; thence North 11° 28' 20" East 328.92 feet; thence North 00° 11' 09" East, 190.00 feet to the point of beginning of property herein described; thence North 89° 48' 51" West, 323.17 feet to point of curve; thence along the arc of a curve to the right 218.68 feet; radius of 306.00 feet delta 40° 56' 48" chord bearing North 69° 20' 28" West chord distance of 214.06 feet; thence along the arc of a curve concave to the Southeast 28.02 feet said curve having a radius of 654.00 feet, central angle of 02° 27' 17", long chord bears South 39° 28' 41" West 28.00 feet; thence along the arc of a curve concave to the Northwest 86.72 feet said curve having a radius of 334.00 feet central angle of 14° 52' 32", long chord bears North 41° 34' 23" West, 86.47 feet; thence North 34° 07' 55" West 71.26 feet to point of curve; thence along the arc of a tangent curve to the left 159.21 feet said curve having a radius of 321.00 feet; central angle of 28° 25' 05", long chord bears North 48° 20' 29" West 157.59 feet; thence along the arc of a curve concaved to the Southwest 133.62 feet said curve having a radius of 829.00 feet central angle 09° 14' 05" long chord bears South 39° 37' 09" West, 133.47 feet; thence South 44° 14' 15" West, 50.00 feet to point of curve; thence along the arc of a tangent curve to the right 103.63 feet said curve having a radius of 304.00 feet; central angle of 19° 31' 52" long chord bears South 54° 00' 21" West, 103.13 feet; thence North 23° 35' 35" West, 28.02 feet; thence along the arc of a curve to the right 137.22 feet radius of 276.00 feet delta 28° 29' 07" chord bearing of South 77° 44' 31" West, chord distance of 135.81 feet; thence North 88° 00' 57" West, 283.46 feet to point of curve; thence along the arc of a curve to the right 54.45 feet radius of 40.00 feet delta of 78° 00' 28" chord bearing North 49° 00' 43" West, chord distance of 50.35 feet; thence South 83° 34' 39" West, 46.70 feet; thence North 00° 05' 45" East, 302.49 feet; thence South 89° 58' 45" East, 417.09 feet; thence North 00° 06' 45" East, 1481.79 feet; thence East along the centerline of 19 Mile Road 678.22 feet; thence South 00° 15' 10" West 1693.93 feet; thence South 89° 44' 50" East, 380.84 feet; thence South 00° 11' 09" West, 207.13 feet to the point of beginning. Subject to the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road and highway or easement purposes.

Also:

A parcel of land being a part of the West 1/2 of Section 8, Town 2 North, Range 13 East, Clinton Township, Macomb County, Michigan, and being more particularly described as follows:

Commencing at the West 1/4 corner of said Section 8; thence South 00° 08' 50" West along the West line of Section 8 144.95 feet; thence South 68° 56' 40" East along the centerline of Canal Road 724.68 feet; thence South 69° 15' 40" East along the centerline of Canal Road 869.17 feet; thence North 17° 18' 00" East, along the centerline of Greenfield Road 373.28 feet; thence North 56° 06' 00" East along the centerline of Greenfield Road 482.00 feet to the point of beginning of property herein described; thence North 00° 21' 00" West 1043.66 feet; thence South 89° 44' 50" East, 706.11 feet; thence South 00° 21' 00" East along the North and South 1/4 line of Section 8, 568.00 feet; thence South 56° 06' 00" West along the centerline of Greenfield Road 847.22 feet to the point of beginning. Subject to the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road and highway or easement purposes.

EXCEPT THEREFROM that portion of the above-described real property which is described in Article II of the Master Deed of Schultz Estates II as recorded in Liber 2912, Pages 190 through 227, Macomb County Records.

4. First Amended Article V-C of said Master Deed of Schultz Estates II as set forth below, shall replace and supersede Article V-C of the Master Deed as originally recorded, and the originally recorded Article V-C shall be of no further force or effect.

FIRST AMENDED ARTICLE V-C OF THE MASTER DEED OF SCHULTZ ESTATES II

ARTICLE V

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.

Apartment Number	Percentage of Value Assigned	Apartment Number	Percentage of Value Assigned
1	.343	58	.363
2	.330	59	.338
3	.330	60	.269
4	.330	61	.296
5	.330	62	.283
6	.343	63	.338
7	.323	64	.269
8	.310	65	.296
9	.310	66	.283
10	.310	67	.338
11	.310	68	.269
12	.323	69	.296
13	.323	70	.283
14	.310	71	.338
15	.310	72	.269
16	.310	73	.296
17	.310	74	.283
18	.310	75	.338
19	.310	76	.269
20	.323	77	.296
21	.343	78	.283
22	.330	79	.338
23	.330	80	.269
24	.330	81	.296
25	.330	82	.283
26	.343	83	.349
27	.338	84	.330
28	.269	85	.330
29	.296	86	.330
30	.283	87	.330
31	.338	88	.363
32	.269	89	.349
33	.296	90	.330
34	.283	91	.330
35	.338	92	.330
36	.269	93	.330
37	.296	94	.363
38	.283	95	.363
39	.338	96	.330
40	.269	97	.330
41	.296	98	.330
42	.283	99	.330
43	.343	100	.363
44	.330	101	.283
45	.330	102	.283
46	.330	103	.283
47	.330	104	.283
48	.343	105	.212
49	.338	106	.212
50	.269	107	.212
51	.296	108	.212
52	.283	109	.283
53	.349	110	.283
54	.330	111	.283
55	.330	112	.283
56	.330	113	.283
57	.330	114	.283

115	.283	179	.330
116	.283	180	.363
117	.212	181	.363
118	.212	182	.330
119	.212	183	.330
120	.212	184	.330
121	.283	185	.330
122	.283	186	.363
123	.283	187	.363
124	.283	188	.330
125	.349	189	.330
126	.330	190	.363
127	.330	191	.283
128	.330	192	.283
129	.330	193	.283
130	.363	194	.283
131	.283	195	.212
132	.283	196	.212
133	.283	197	.212
134	.283	198	.212
135	.212	199	.283
136	.212	200	.283
137	.212	201	.283
138	.212	202	.283
139	.283	203	.283
140	.283	204	.283
141	.283	205	.283
142	.283	206	.283
143	.283	207	.212
144	.283	208	.212
145	.283	209	.212
146	.283	210	.212
147	.212	211	.283
148	.212	212	.283
149	.212	213	.283
150	.212	214	.283
151	.283	215	.323
152	.283	216	.310
153	.283	217	.310
154	.283	218	.310
155	.363	219	.310
156	.330	220	.323
157	.330	221	.343
158	.363	222	.330
159	.349	223	.330
160	.330	224	.330
161	.330	225	.330
162	.330	226	.343
163	.330	227	.343
164	.363	228	.330
165	.349	229	.330
166	.330	230	.330
167	.330	231	.330
168	.330	232	.343
169	.330	233	.338
170	.363	234	.269
171	.349	235	.296
172	.330	236	.283
173	.330	237	.338
174	.363	238	.269
175	.349	239	.296
176	.330	240	.283
177	.330	241	.338
178	.330	242	.269

243	.296	284	.343
244	.283	285	.343
245	.338	286	.330
246	.269	287	.330
247	.296	288	.330
248	.283	289	.330
249	.323	290	.343
250	.310	291	.363
251	.310	292	.330
252	.310	293	.330
253	.310	294	.363
254	.323	295	.323
255	.323	296	.310
256	.310	297	.310
257	.310	298	.310
258	.310	299	.310
259	.310	300	.323
260	.323	301	.323
261	.343	302	.310
262	.330	303	.310
263	.330	304	.310
264	.330	305	.310
265	.330	306	.323
266	.343	307	.338
267	.323	308	.269
268	.310	309	.296
269	.310	310	.283
270	.310	311	.338
271	.310	312	.269
272	.323	313	.296
273	.343	314	.283
274	.330	315	.338
275	.330	316	.269
276	.330	317	.296
277	.330	318	.283
278	.343	319	.338
279	.343	320	.269
280	.330	321	.296
281	.330	322	.283
282	.330	323	.338
283	.330	324	.269
		325	.296
		326	.283

5. Amended Sheets 1, 2, 3, 4, 6, 7, 9, 12, 13, 14, 15 and 16 of the Condominium Subdivision Plan of Schultz Estates II as attached hereto shall replace and supersede Sheets 1, 2, 3, 4, 6, 7, 9, 12, 13, 14, 15 and 16 of the Condominium Subdivision Plan of Schultz Estates II as originally recorded and subsequently amended and the originally recorded and amended Sheets 1, 2, 3, 4, 6, 7, 9, 12, 13, 14, 15 and 16 shall be of no further force or effect. The legal description of the condominium premises contained on said Amended Sheet 1 shall replace and supersede the description of said premises contained in Article II of the originally recorded Master Deed, as subsequently amended.

6. Sheets 3A, 3B, 4A, 4B, and 17 through 31 of the Condominium Subdivision Plan of Schultz Estates II as attached hereto, shall supplement and be incorporated in the Condominium Subdivision Plan of Schultz Estates II.

7. Article VII of said Master Deed of Schultz Estates II shall be amended by the addition of the following provisions.

REDUCTION OF CONDOMINIUM

As of the date the First Amendment to the Master Deed is recorded, Developer intends to establish a Condominium Project consisting of 326 Units on the land described in Article II hereof.

Developer reserves the right, however, to establish a condominium project consisting of fewer Units than described above. Therefore, any other provisions of this Master Deed to the contrary notwithstanding, the number of Units in this Condominium Project may, at the option of the Developer or its successors or assigns, from time to time, within a period ending no later than December 31, 1984, be reduced to any number determined by the Developer in its sole judgment, but in no event shall the number of Units be less than 70. In connection with such reduction, Developer unconditionally reserves the right to withdraw from the Condominium Project such a portion of the following described land as is not reasonably necessary to provide access to or otherwise serve the units included in the Condominium Project as so reduced:

A parcel of land being a part of the West 1/2 of Section 8, Town 2 North, Range 13 East, Clinton Township, Macomb County, Michigan and being more particularly described as follows:

Commencing at the West 1/4 corner of said Section 8; thence South 00° 08' 50" West along the West line of Section 8, 144.95 feet; thence South 68° 56' 40" East, along the centerline of Canal Road 724.68 feet; thence South 69° 15' 40" East, along the centerline of Canal Road 269.00 feet; thence North 18° 23' 24" East, 534.08 feet to point of curve; thence along the arc of a curve to the left 202.25 feet; radius of 369.00 feet delta 31° 24' 14" chord bearing North 02° 41' 20" East, chord distance of 199.73 feet; thence North 13° 00' 48" West 77.44 feet; thence South 74° 28' 54" East 372.85 feet; thence North 75° 35' 09" East 225.00 feet; thence North 11° 28' 20" East 328.92 feet; thence North 00° 11' 09" East, 190.00 feet to the point of beginning of property herein described; thence North 89° 48' 51" West, 323.17 feet to point of curve; thence along the arc of a curve to the right 218.68 feet; radius of 306.00 feet delta 40° 56' 48" chord bearing North 69° 20' 28" West chord distance of 214.06 feet; thence along the arc of a curve concave to the Southeast 28.02 feet said curve having a radius of 654.00 feet, central angle of 02° 27' 17", long chord bears South 39° 28' 41" West 28.00 feet; thence along the arc of a curve concave to the Northwest 86.72 feet said curve having a radius of 334.00 feet central angle of 14° 52' 32", long chord bears North 41° 34' 23" West, 86.47 feet; thence North 34° 07' 55" West 71.26 feet to point of curve; thence along the arc of a tangent curve to the left 159.21 feet said curve having a radius of 321.00 feet; central angle of 28° 25' 05", long chord bears North 48° 20' 29" West 157.59 feet; thence along the arc of a curve concave to the Southwest 133.62 feet said curve having a radius of 829.00 feet central angle 09° 14' 05" long chord bears South 39° 37' 09" West, 133.47 feet; thence South 44° 14' 15" West, 50.00 feet to point of curve; thence along the arc of a tangent curve to the right 103.63 feet said curve having a radius of 304.00 feet; central angle of 19° 31' 52" long chord bears South 54° 00' 21" West, 103.13 feet; thence North 23° 35' 35" West, 28.02 feet; thence along the arc of a curve to the right 137.22 feet radius of 276.00 feet delta 28° 29' 07" chord bearing of South 77° 44' 31" West, chord distance of 135.81 feet; thence North 88° 00' 57" West, 283.46 feet to point of curve; thence along the arc of a curve to the right 54.45 feet radius of 40.00 feet delta of 78° 00' 28" chord bearing North 49° 00' 43" West, chord distance of 50.35 feet; thence South 83° 34' 39" West, 46.70 feet; thence North 00° 05' 45" East, 302.49 feet; thence South 89° 58' 45" East, 417.09 feet; thence North 00° 06' 45" East, 1481.79 feet; thence East along the centerline of 19 Mile Road 678.22 feet; thence South 00° 15' 10" West 1693.93 feet; thence South 89° 44' 50" East, 380.84 feet; thence South 00° 11' 09" West, 207.13 feet to the point of beginning. Subject to the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road and highway or easement purposes.

Also:

A parcel of land being a part of the West 1/2 of Section 8, Town 2 North, Range 13 East, Clinton Township, Macomb County, Michigan, and being more particularly described as follows:

Commencing at the West 1/4 corner of said Section 8; thence South 00° 08' 50" West along the West line of Section 8 144.95 feet; thence South 68° 56' 40" East along the centerline of Canal Road 724.68 feet; thence South 69° 15' 40" East along the centerline of Canal Road 869.17 feet; thence North 17° 18' 00" East, along the centerline of Greenfield Road 373.28 feet; thence North 56° 06' 00" East along the centerline of Greenfield Road 482.00 feet to the point of beginning of property herein described; thence North 00° 21' 00" West 1043.66 feet; thence South 89° 44' 50" East, 706.11 feet; thence South 00° 21' 00" East along the North and South 1/4 line of Section 8, 568.00 feet; thence South 56° 06' 00" West along the centerline of Greenfield Road

847.22 feet to the point of beginning. Subject to the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road and highway or easement purposes.

EXCEPT THEREFROM that portion of the above-described real property which is described in Article II of the Master Deed of Schultz Estates II as recorded in Liber 2912, Pages 190 through 227, Macomb County Records.

Developer reserves the right to use the portion of the land so withdrawn to establish, in its sole discretion, a rental development, a separate condominium project (or projects) or any other form of development. Developer further reserves the right to amend and alter the floor plans and/or elevations of any buildings and/or units described in Exhibit "B" attached hereto. The nature and appearance of all such altered buildings and/or units shall be determined by Developer in its sole judgment; but, in no event shall such altered buildings and/or units deviate substantially from the general development plan approved by the Township of Clinton. Such reduction in size of this Condominium Project shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the discretion of Developer or its successors and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of 100 for the entire Project resulting from such amendment or amendment to this Master Deed. The precise determination of the readjustments in percentages of value shall be within the sole judgment of Developer except that such readjustments shall be approved by the Michigan Department of Commerce. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon relative size and amenities of various units. Such amendment or amendments to the Master Deed shall also contain such further definitions of general or limited common elements as may be necessary to adequately describe the buildings and units in the Condominium Project as so reduced. All of the co-owners and mortgagees of units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of units which Developer or its successors may determine necessary in conjunction with such amendment or amendments as the same may be approved by the Department of Commerce. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto; PROVIDED, HOWEVER, that a Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

In all respects, other than as hereinabove indicated, the original Master Deed of Schultz Estates II as heretofore amended, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits "A" and "B," recorded as aforesaid, is hereby ratified, confirmed and redeclared.

WITNESSES:

/s/ C. Kim Shierk
C. Kim Shierk

/s/ Marie H. Goodspeed
Marie H. Goodspeed

SCHULTZ HOMES INCORPORATED

By: /s/ Edward Schultz
Edward Schultz, President

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

The foregoing First Amendment to Master Deed of Schultz Estates II was acknowledged before me this 21st day of March, 1979, by Edward Schultz, the President of SCHULTZ HOMES INCORPORATED, a Michigan corporation, on behalf of the corporation.

Marie H. Goodspeed
/s/ Marie H. Goodspeed
Notary Public, Oakland County, Michigan
My commission expires: January 13, 1980

FIRST AMENDMENT TO MASTER DEED DRAFTED BY:

George J. Mager, Jr., of
Dykema, Gossett, Spencer, Goodnow & Trigg
35th Floor, 400 Renaissance Center
Detroit, Michigan 48243

WHEN RECORDED, RETURN TO DRAFTER. 9

REPLAT No. 1,
MACOMB COUNTY CONDOMINIUM
SUBDIVISION PLAN No. 115

EXHIBIT B TO MASTER DEED OF

SCHULTZ ESTATES II

CLINTON TOWNSHIP, MACOMB COUNTY, MICHIGAN

DEVELOPER
SCHULTZ HOMES INCORPORATED
A MICHIGAN CORPORATION
521 SHELDEN RD.
GROSSE POINTE, MICHIGAN
48236

SURVEYOR
ROBERT SHANAYDA
37014 KELLY RD.
MT. CLEMENS, MICHIGAN
48043

- INDEX SHEET
- *1. TITLE, DESCRIPTIONS, CERTIFICATES.
 - *2. SURVEY PLAN.
 - *3. SITE PLAN.
 - *4. SITE PLAN.
 - *5. SITE PLAN.
 - *6. UTILITY PLAN.
 - *7. UTILITY PLAN.
 - *8. UTILITY PLAN.
 - *9. TYPICAL FLOOR PLAN, BUILDINGS 1 AND 4.
 - *10. TYPICAL FLOOR PLANS, BLDGS. 9, 33, 34, 41, 43, 44, 45.
 - *11. CROSS SECTIONS AND SCHEDULE OF APRT. NOS. 1, BLDG. 1 (APRTS. 1 THROUGH 6); BLDG. 4 (APRTS. 21 THROUGH 26); BLDG. 9 (APRTS. 43 THROUGH 49); BLDG. 33 (APRTS. 271 THROUGH 285); BLDG. 34 (APRTS. 227 THROUGH 232); BLDG. 41 (APRTS. 261 THROUGH 269); BLDG. 43 (APRTS. 273 THROUGH 278); BLDG. 44 (APRTS. 279 THROUGH 284); BLDG. 45 (APRTS. 285 THROUGH 290).
 - *12. TYPICAL FLOOR PLAN, BUILDING 2.
 - *13. CROSS SECTIONS AND SCHEDULE OF APRT. NOS., BLDG. 2 (APRTS. 7 THROUGH 12); BLDG. 29 (APRTS. 215 THROUGH 220); BLDG. 39 (APRTS. 249 THROUGH 254); BLDG. 40 (APRTS. 295 THROUGH 300); BLDG. 46 (APRTS. 301 THROUGH 306).
 - *14. TYPICAL FLOOR PLAN, BUILDING 3.
 - *15. CROSS SECTIONS AND SCHEDULE OF APRT. NOS., BLDG. 3 (APRTS. 13 THROUGH 20).
 - *16. TYPICAL FLOOR PLAN, BLDGS. 5, 6, 7, 10, 15, 17, 25, 37, 50, 53.
 - *17. TYPICAL FLOOR PLAN, BLDGS. 8, 12, 13, 14, 15, 36, 39, 49, 51, 52.
 - *18. CROSS SECTIONS AND SCHEDULE OF APRT. NOS., BLDG. 5 (APRTS. 27 THROUGH 30); BLDG. 6 (APRTS. 31 THROUGH 34); BLDG. 7 (APRTS. 35 THROUGH 36); BLDG. 8 (APRTS. 39 THROUGH 42); BLDG. 10 (APRTS. 49 THROUGH 52); BLDG. 12 (APRTS. 59 THROUGH 62); BLDG. 13 (APRTS. 63 THROUGH 66); BLDG. 14 (APRTS. 67 THROUGH 70); BLDG. 15 (APRTS. 71 THROUGH 74); BLDG. 16 (APRTS. 75 THROUGH 78); BLDG. 17 (APRTS. 79 THROUGH 82); BLDG. 35 (APRTS. 233 THROUGH 236); BLDG. 36 (APRTS. 237 THROUGH 240); BLDG. 37 (APRTS. 241 THROUGH 244); BLDG. 38 (APRTS. 245 THROUGH 248); BLDG. 49 (APRTS. 307 THROUGH 310); BLDG. 50 (APRTS. 311 THROUGH 314); BLDG. 51 (APRTS. 315 THROUGH 318); BLDG. 52 (APRTS. 319 THROUGH 322); BLDG. 53 (APRTS. 323 THROUGH 326).
 - *19. TYPICAL ELEMENT AND FIRST FLOOR PLAN, BLDGS. 11, 18, 19, 20, 25, 26, 27, 28.
 - *20. TYPICAL SECOND FLOOR PLAN, CROSS SECTIONS AND SCHEDULE OF APRT. NOS., BLDG. 11 (APRTS. 83 THROUGH 88); BLDG. 18 (APRTS. 83 THROUGH 88); BLDG. 19 (APRTS. 89 THROUGH 94); BLDG. 20 (APRTS. 95 THROUGH 100); BLDG. 23 (APRTS. 109 THROUGH 114); BLDG. 25 (APRTS. 115 THROUGH 120); BLDG. 28 (APRTS. 175 THROUGH 180); BLDG. 28 (APRTS. 189 THROUGH 193).
 - *21. TYPICAL FLOOR PLAN, BUILDINGS 24, 30 AND 46.
 - *22. CROSS SECTIONS, SCHEDULE OF APRT. NOS., BLDG. 24 (APRTS. 156 THROUGH 159); BLDG. 30 (APRTS. 167 THROUGH 190); BLDG. 46 (APRTS. 291 THROUGH 294).
 - *23. FIRST FLOOR PLAN, BLDGS. 21 (APRTS. 101 THROUGH 112).
 - *24. SECOND FLOOR PLAN, BUILDING 21 (APRTS. 113 THROUGH 124).
 - *25. FIRST FLOOR PLAN, BUILDING 23 (APRTS. 131 THROUGH 142).
 - *26. SECOND FLOOR PLAN, BUILDING 23 (APRTS. 143 THROUGH 154).
 - *27. FIRST FLOOR PLAN, BUILDING 31 (APRTS. 191 THROUGH 202).
 - *28. SECOND FLOOR PLAN, BUILDING 31 (APRTS. 203 THROUGH 214).
 - *29. CROSS SECTIONS, BUILDINGS 21, 23, AND 31.
 - *30. CROSS SECTION, BUILDING 27.
 - *31. ELEMENT, FIRST FLOOR PLAN, BUILDINGS 29 AND 29.
 - *32. SECOND FLOOR PLAN AND SCHEDULE OF APRT. NOS., BLDG. 29 (APRTS. 35 THROUGH 107); BLDG. 29 (APRTS. 108 THROUGH 195).
 - *33. TYPICAL FLOOR PLAN, BUILDINGS 32, 35, 42, 47, 48.

CERTIFICATE OF APPROVAL OF MASTER DEED
THIS IS TO CERTIFY THAT A CERTIFICATE OF APPROVAL OF MASTER DEED OF SCHULTZ ESTATES II, A CONDOMINIUM, WAS ISSUED IN ACCORDANCE WITH PUBLIC ACTS OF 1976.

E.C. Mackey
E.C. MACKAY, DIRECTOR
CORPORATIONS & SECURITIES BUREAU
DEPARTMENT OF COMMERCE

APPROVED

SURVEYOR'S CERTIFICATE
I, ROBERT SHANAYDA, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN, AND THAT THE SUBDIVISION PLAN SHOWN AS MACOMB COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 115, AS SHOWN ON THE ACCOMPANYING GRAPHS REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION AND THAT THE SAID SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT THE POINTS WILL BE OF THE CHARACTER AND OCCUPY THE POSITIONS AS INDICATED, ALL AS SHOWN ON SAID MAP, AND WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE REPRODUCED.

I HEREBY CERTIFY THAT THE SURVEY PLAN, SHOWN HEREAFTER, IS A CORRECT ONE, AND THAT PERMANENT IRON MONUMENTS CONSISTING OF BARS NOT LESS THAN ONE-HALF INCH IN DIAMETER AND EIGHTEEN INCHES IN LENGTH, HAVE BEEN SET AT POINTS MARKED THEREON (a) AS THEREON SHOWN AT ALL ANGLES IN THE CORNERS OF THE SAID SURVEY AS INCLUDED HEREON EXCEPT AS OTHERWISE NOTED.

Dated: 11-1-77

Robert Shanayda
ROBERT SHANAYDA
REGISTERED LAND SURVEYOR
RESIDENCE NO. 1339E
37014 KELLY ROAD
MT. CLEMENS, MICHIGAN
48043

PLAN IDENTIFICATION
1. ROBERT SHANAYDA, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN, AND THAT THE SUBDIVISION PLAN SHOWN AS MACOMB COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 115, AS SHOWN ON THE ACCOMPANYING GRAPHS WAS PREPARED UNDER MY DIRECTION, AND THAT THE ATTACHED GRAPHS AND BUILDINGS AND IMPROVEMENTS ARE AS PROPOSED.

Dated: 11-1-77

Robert Shanayda
ROBERT SHANAYDA
REGISTERED LAND SURVEYOR
RESIDENCE NO. 1339E
37014 KELLY ROAD
MT. CLEMENS, MICHIGAN
48043



NOTE:
BUILDING ELEVATIONS ARE SHOWN IN DETAIL ON MISCELLANEOUS ARCHITECTURAL WORKING DRAWINGS ON FILE WITH THE MICHIGAN DEPARTMENT OF COMMERCE, SECURITIES BUREAU.

NOTE:
THE LETTERS (C) INDICATES WHEREON SUPPLEMENTARY SHEETS WHICH ARE SHOWN ON THESE SHEETS DATED JUNE 19, 1976. THESE SHEETS WITH THESE SUBDIVISION PLAN NO. 115, SHALL BE SUPPLEMENTARY RECORDS.

19 MILE ROAD

CENTERLINE 19 MILE RD & NORTH LINE SECTION 8

EAST 678.22'
SOUTH LINE 19 MILE ROAD 80'

SCHULTZ ESTATES II

PARCEL "A"
31.335 ACRES

SCHULTZ ESTATES II

PARCEL "B"
12.225 ACRES

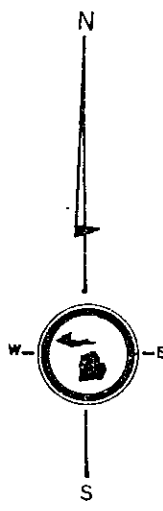
SCHULTZ ESTATES CONDOMINIUM

RECORDED LIBER 2864
PAGE 806 THROUGH 834
MACOMB CO RECORDS

GREENFIELD ROAD

CANAL ROAD

GARFIELD ROAD



SURVEY PLAN
SCALE 1" = 150'

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT I HAVE SURVEYED THE PROPERTY HEREIN DESCRIBED AND THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY DESCRIBED

DATE June 19, 1978

Robert Shanayda
ROBERT SHANAYDA
REGISTERED LAND SURVEYOR
REGISTRATION NO. 13596
37014 KELLY ROAD
MT CLEMENS, MICHIGAN
48043

APPROVED

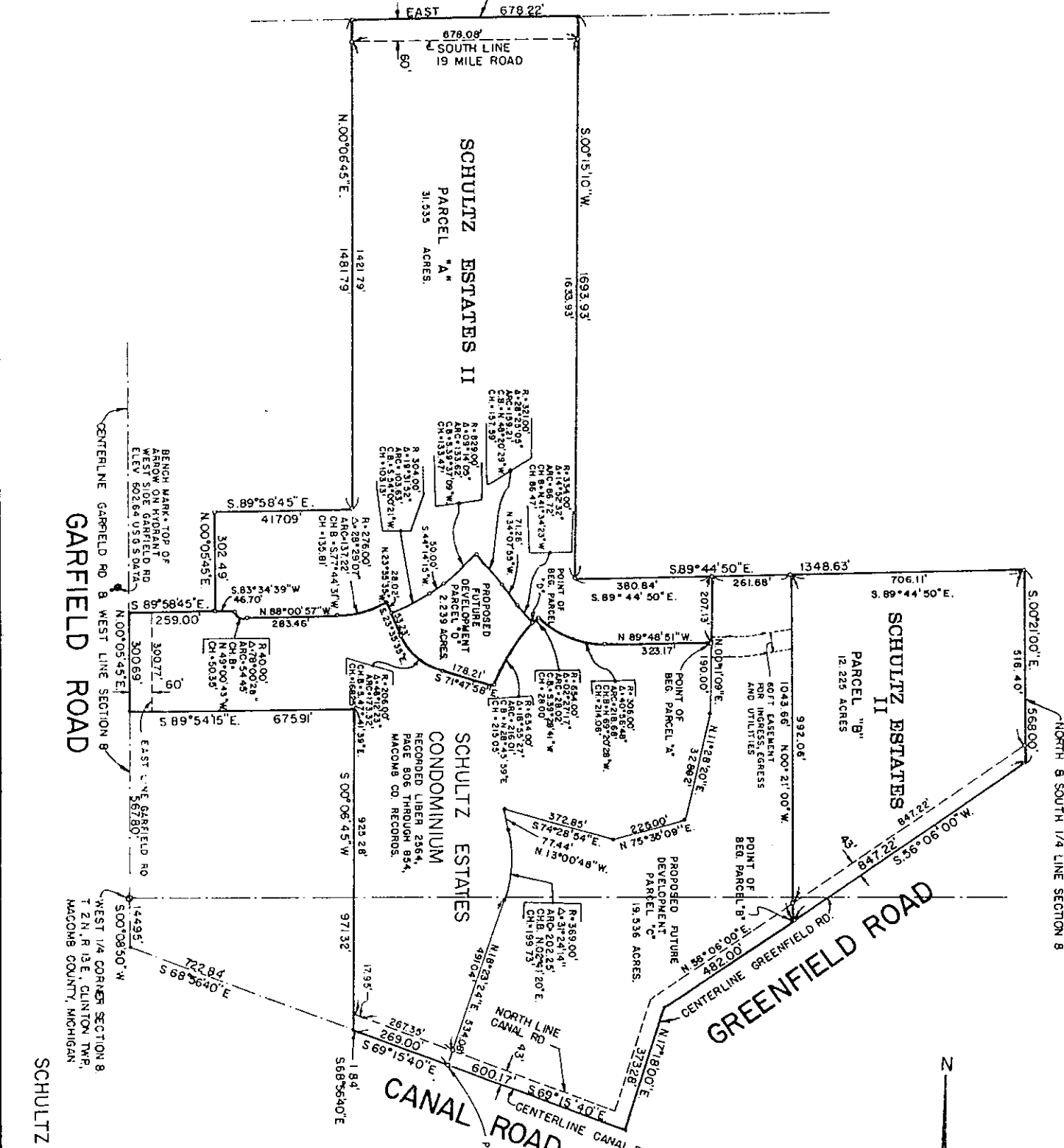
DATE 6-21-78

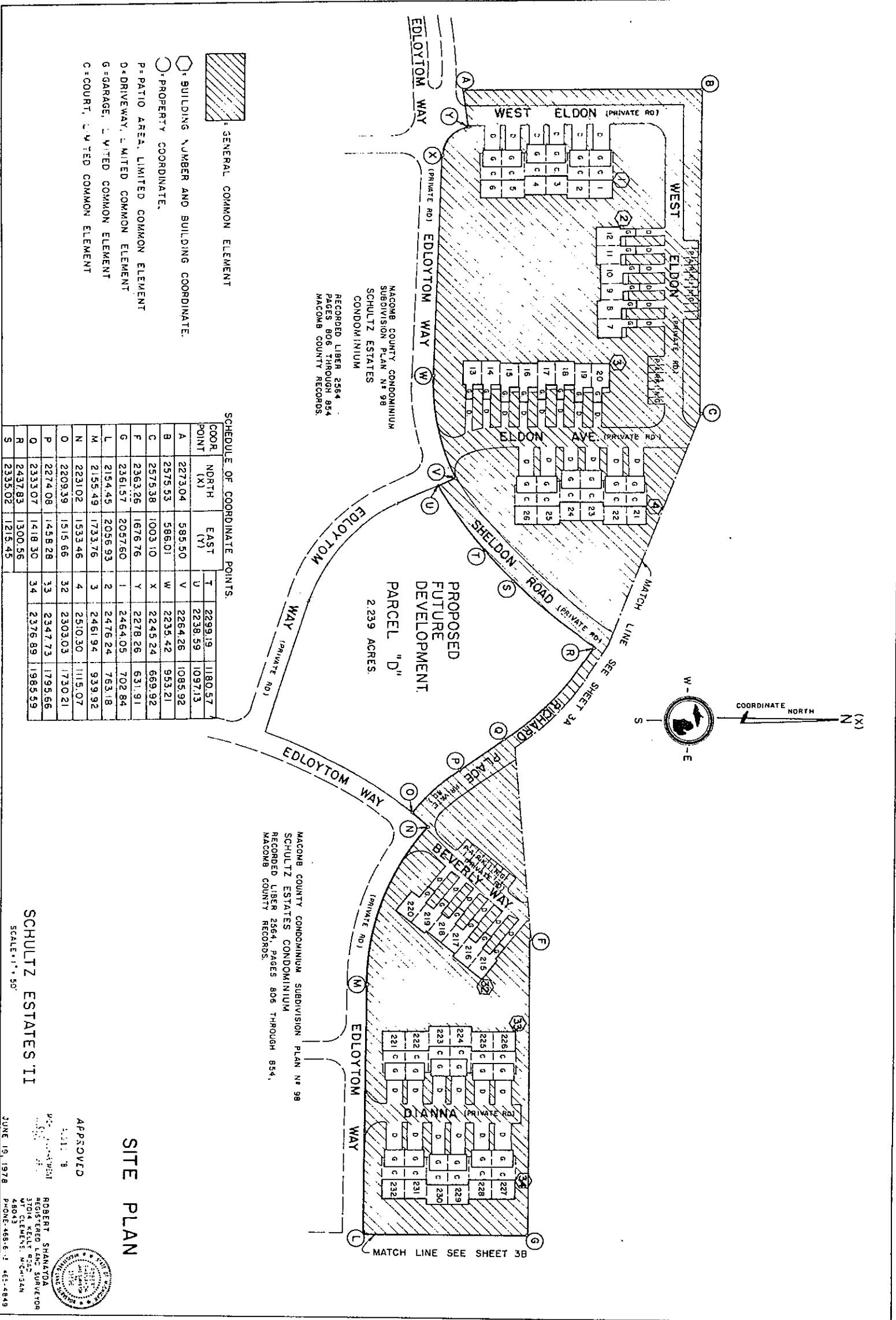
NOTARY PUBLIC
STATE OF MICHIGAN

JUNE 19, 1978



ROBERT SHANAYDA
REGISTERED LAND SURVEYOR
37014 KELLY ROAD
MT CLEMENS, MICHIGAN





- GENERAL COMMON ELEMENT
- BUILDING NUMBER AND BUILDING COORDINATE.
- PROPERTY COORDINATE.
- PATIO AREA, LIMITED COMMON ELEMENT
- DRIVEWAY, LIMITED COMMON ELEMENT
- GARAGE, LIMITED COMMON ELEMENT
- COURT, LIMITED COMMON ELEMENT

SCHEDULE OF COORDINATE POINTS.

COORD. POINT	NORTH (X)	EAST (Y)	T	2299.19	1180.57
A	2273.04	585.50	V	2264.26	1085.92
B	2575.53	586.01	W	2235.42	953.21
C	2575.38	1003.10	X	2245.24	669.92
F	2363.26	1676.76	Y	2278.26	631.91
G	2361.57	2057.60	I	2464.05	702.84
L	2154.45	2056.93	2	2476.24	763.18
M	2155.49	1733.76	3	2461.94	939.92
N	2231.02	1533.46	4	2510.30	1115.07
O	2209.39	1515.66	32	2303.03	1730.21
P	2274.08	1458.28	33	2347.73	1795.66
Q	2333.07	1418.30	34	2376.89	1985.59
R	2437.83	1300.56			
S	2335.02	1215.45			

SCHULTZ ESTATES II
 SCALE: 1" = 50'
 APPROVED
 JUNE 19, 1978

SITE PLAN

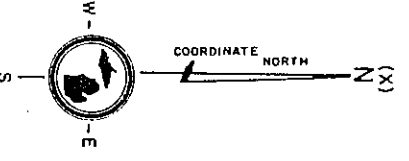
ROBERT SHANAYDA
 REGISTERED LAND SURVEYOR
 3704 KELLY ROAD
 MOBILE, ALABAMA
 PHONE: 468-6124

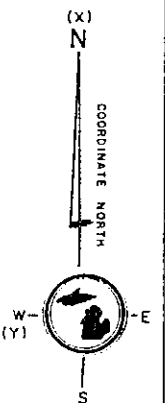
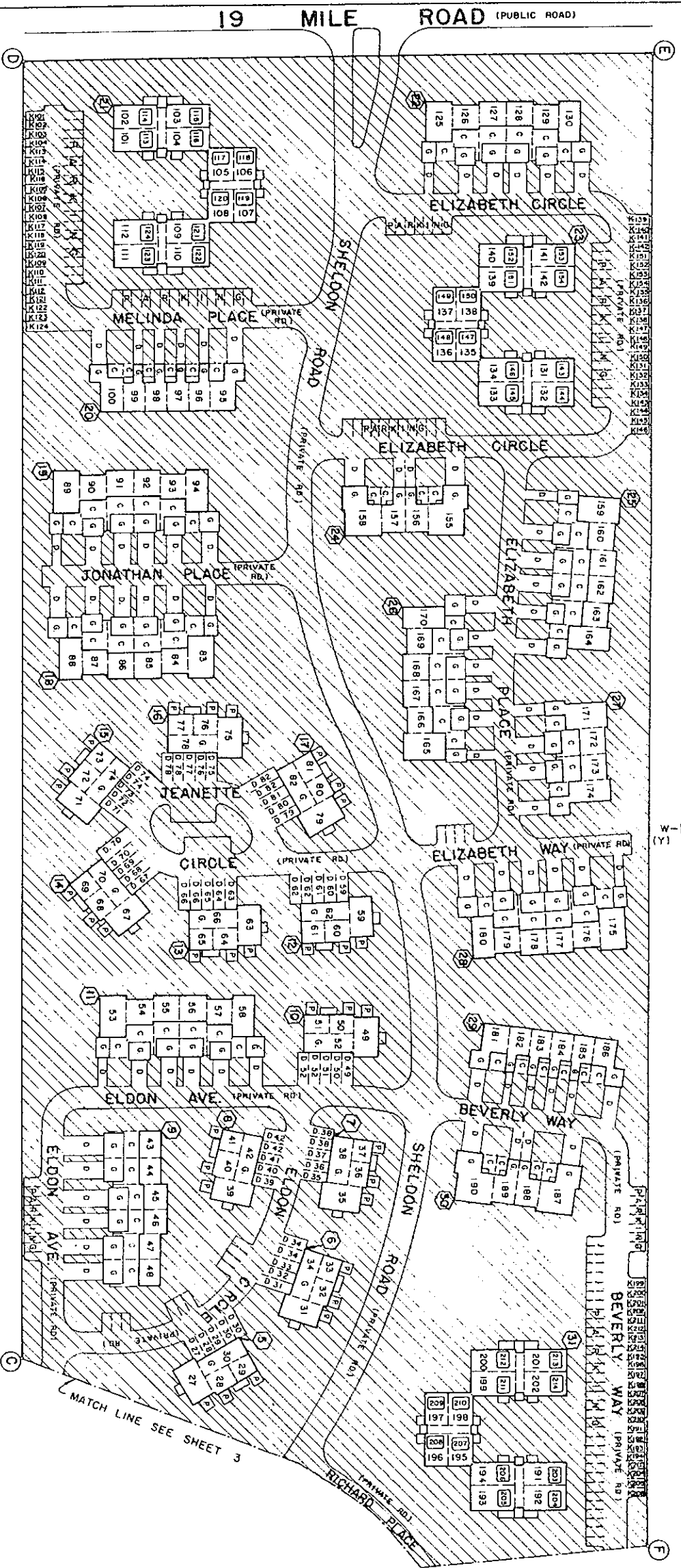


MACOMB COUNTY CONDOMINIUM SUBDIVISION PLAN No 98
 SCHULTZ ESTATES CONDOMINIUM
 RECORDED LIBER 2564, PAGES 806 THROUGH 854,
 MACOMB COUNTY RECORDS.

RECORDED LIBER 2564,
 PAGES 806 THROUGH 854,
 MACOMB COUNTY RECORDS.

MACOMB COUNTY CONDOMINIUM
 SUBDIVISION PLAN No 98
 SCHULTZ ESTATES
 CONDOMINIUM





- GENERAL COMMON ELEMENT
- BUILDING NUMBER AND BUILDING COORDINATE
- PROPERTY COORDINATE
- SECOND FLOOR APARTMENT
- PATIO AREA, LIMITED COMMON ELEMENT
- DRIVEWAY, LIMITED COMMON ELEMENT
- GARAGE, LIMITED COMMON ELEMENT
- COURT, LIMITED COMMON ELEMENT
- CAR PORTS, LIMITED COMMON ELEMENT

SCHEDULE OF COORDINATE POINTS

COORD. POINT	NORTH (X)	EAST (Y)
C	2575.38	1003.10
D	3997.17	1005.89
E	3997.17	1683.97
F	2363.26	1676.76
G	2598.04	1235.75
H	2691.28	1308.33
I	2814.54	1339.57
J	2820.45	1221.58
K	2824.30	1151.44
L	2941.99	1313.59
M	2975.21	1088.89
N	3038.59	1308.99
O	3028.52	1183.98
P	3101.17	1056.13
Q	3246.33	1087.42
R	3276.47	1159.47
S	3236.78	1314.39
T	3317.58	1044.55
U	3547.17	1005.01
V	3607.00	1090.12
W	3947.17	1077.79
X	3028.52	1183.98
Y	3101.17	1056.13
Z	3246.33	1087.42
AA	3276.47	1159.47
AB	3236.78	1314.39
AC	3317.58	1044.55
AD	3547.17	1005.01
AE	3607.00	1090.12
AF	3947.17	1077.79
AG	3038.59	1308.99
AH	3028.52	1183.98
AI	3101.17	1056.13
AJ	3246.33	1087.42
AK	3276.47	1159.47
AL	3236.78	1314.39
AM	3317.58	1044.55
AN	3547.17	1005.01
AO	3607.00	1090.12
AP	3947.17	1077.79
AQ	3028.52	1183.98
AR	3101.17	1056.13
AS	3246.33	1087.42
AT	3276.47	1159.47
AU	3236.78	1314.39
AV	3317.58	1044.55
AW	3547.17	1005.01
AX	3607.00	1090.12
AY	3947.17	1077.79
AZ	3038.59	1308.99
BA	3028.52	1183.98
BB	3101.17	1056.13
BC	3246.33	1087.42
BD	3276.47	1159.47
BE	3236.78	1314.39
BF	3317.58	1044.55
BG	3547.17	1005.01
BH	3607.00	1090.12
BI	3947.17	1077.79

SITE PLAN

APPROVED








JUN 19 1978

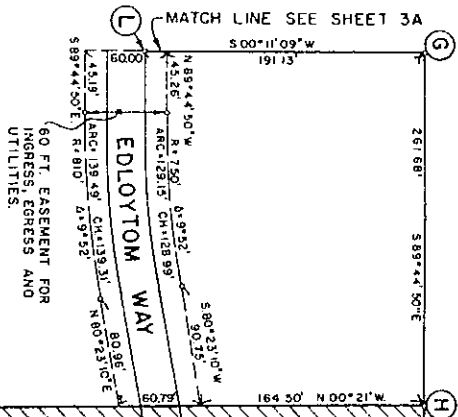
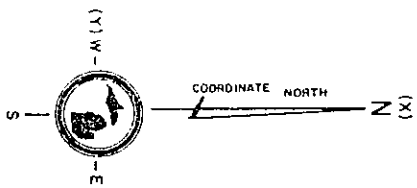
DATE



SCHULTZ ESTATES II
 SCALE: 1" = 50'
 JUNE 19, 1978
 ROBERT SHANAYDA
 REGISTERED LAND SURVEYOR
 177 CLEMENS, MICHIGAN
 48043
 PHONE: 468-6113 465-4849

MATCH LINE SEE SHEET 3

-  GENERAL COMMON ELEMENT
-  BUILDING NUMBER AND BUILDING COORDINATE.
-  PROPERTY COORDINATE
-  PATIO AREA, LIMITED COMMON ELEMENT
-  DRIVEWAY, LIMITED COMMON ELEMENT
-  GARAGE, LIMITED COMMON ELEMENT
-  COURT, LIMITED COMMON ELEMENT



SCHEDULE OF COORDINATE POINTS.

COORD. POINT	NORTH (X)	EAST (Y)
G	2361.57	2057.60
H	2360.42	2319.27
I	2357.30	3025.37
J	1840.91	3028.53
K	1368.38	2325.72
L	2154.45	2056.93
35	2320.22	2364.09
36	2325.59	2507.12
37	2339.14	2609.18
38	2338.49	2755.18
39	2395.05	2955.37
40	2192.75	2953.38
41	2193.77	2758.38
42	2012.47	2955.48
43	1745.68	2763.14
44	1904.03	2682.22
45	1593.80	2541.04
46	1475.14	2394.54
47	1778.60	2360.82
48	1856.86	2402.54
49	1994.71	2377.06
50	2120.55	2351.62
51	2116.61	2515.77
52	2137.39	2642.62
53	1990.95	2586.54

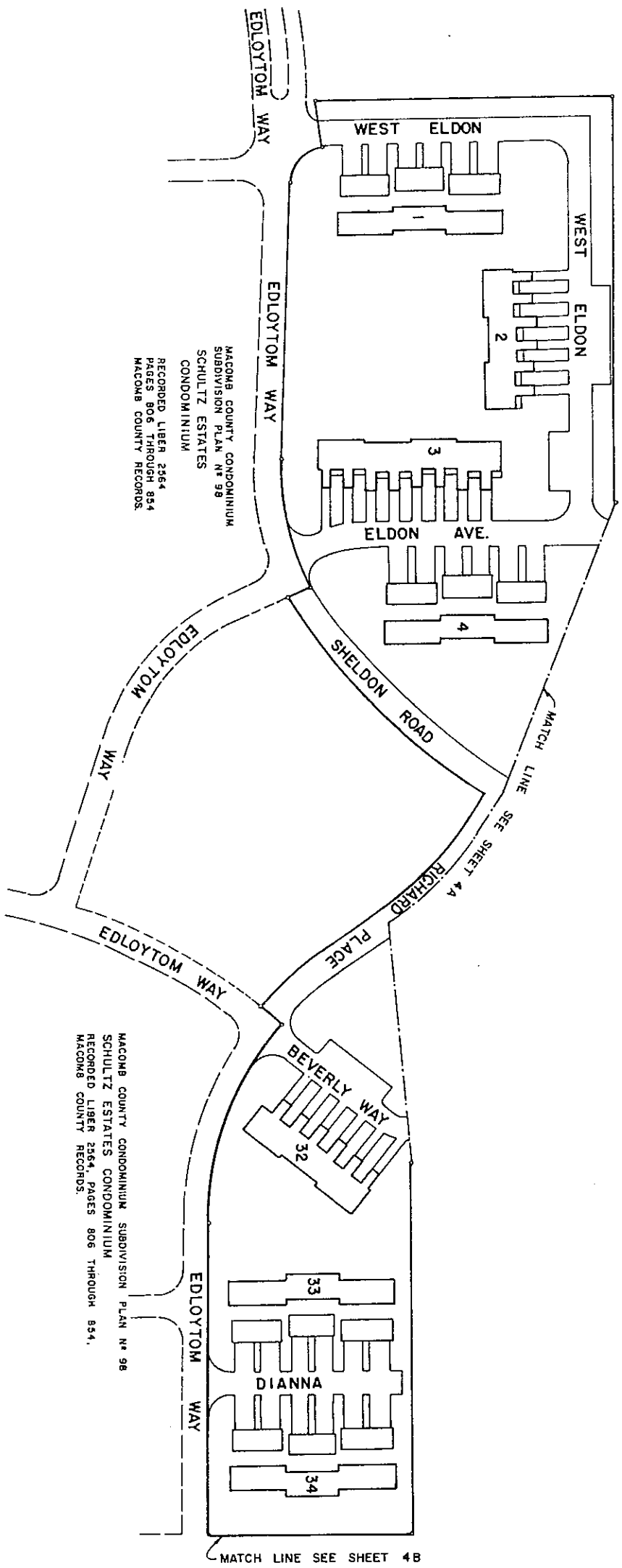
SITE PLAN

APPROVED

4-21-79



SCHULTZ ESTATES II
 SCALE: 1" = 50'
 TIME: 10, 1979



MACOMB COUNTY CONDOMINIUM
 SUBDIVISION PLAN, № 98
 SCHULTZ ESTATES
 CONDOMINIUM
 RECORDED LIBER 2564
 PAGES 806 THROUGH 854
 MACOMB COUNTY RECORDS.

MACOMB COUNTY CONDOMINIUM SUBDIVISION PLAN № 98
 SCHULTZ ESTATES CONDOMINIUM
 RECORDED LIBER 2564, PAGES 806 THROUGH 854.
 MACOMB COUNTY RECORDS.

UTILITY PLAN

GENERAL NOTATIONS

ALL APARTMENTS TO BE SERVICED WITH WATER AND SEWER BY CLINTON TOWNSHIP.
 ALL APARTMENTS TO BE SERVICED WITH GAS AND POWER BY CONSUMERS POWER COMPANY.
 ALL APARTMENTS TO BE SERVICED WITH TELEPHONE BY MICHIGAN BELL TELEPHONE CO.

NOTE:

GENERAL NOTATIONS INDICATE THE SCOPE OF UTILITY INFORMATION. UTILITY PLANS HAVE NOT BEEN DEVELOPED AT THIS TIME TO ACCURATELY SHOW SIZE AND LOCATION OF UTILITIES ON THIS PLAN. SUCH INFORMATION WILL BE SHOWN IN AS-BUILTS.

APPROVED

6/11/78

7/1/78

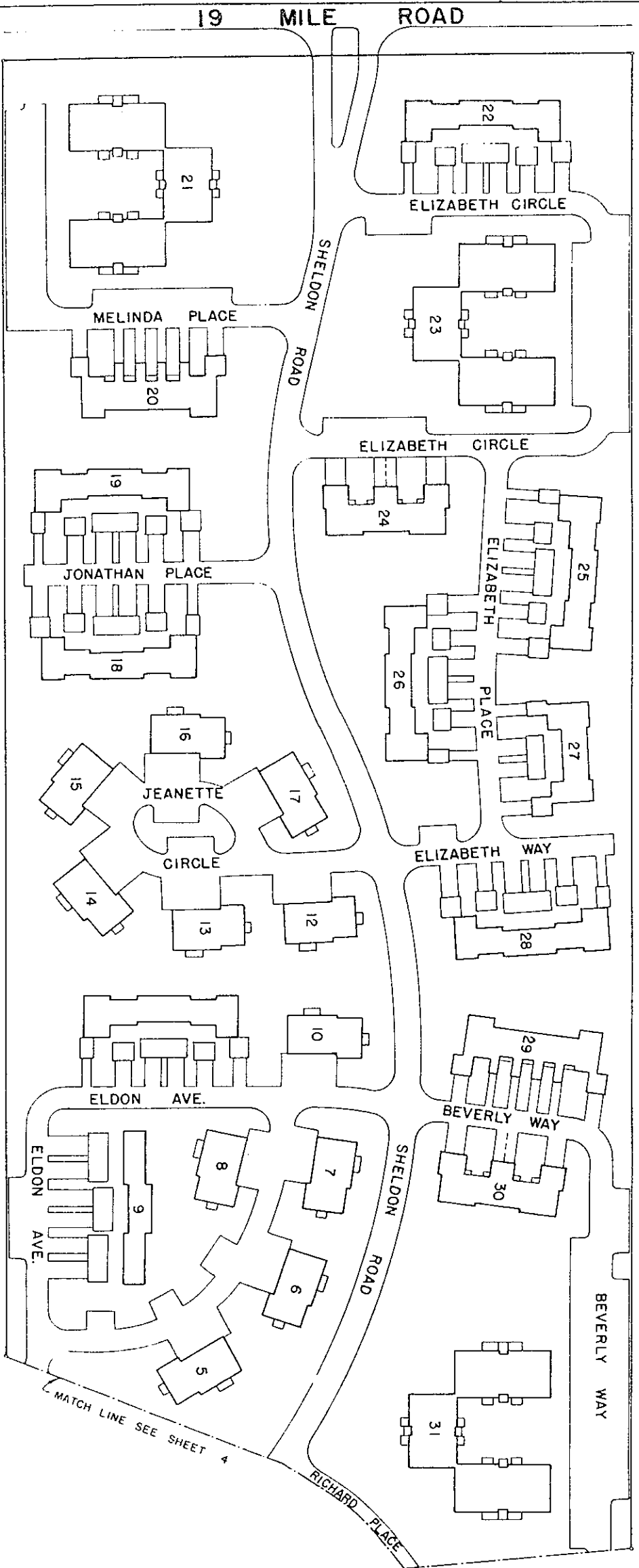


SCHULTZ ESTATES II

SCALE: 1" = 30'

JUNE 19, 1978

ROBERT SHANAYDA
 REGISTERED LAND SURVEYOR
 3704 KELLY ROAD
 MT CLEMENS, MICHIGAN
 48043
 PHONE: 468-6113 463-4849



UTILITY PLAN

GENERAL NOTATIONS

ALL APARTMENTS TO BE SERVICED WITH WATER AND SEWER BY CLINTON TOWNSHIP.
 ALL APARTMENTS TO BE SERVICED WITH GAS AND POWER BY CONSUMER POWER COMPANY.
 ALL APARTMENTS TO BE SERVICED WITH TELEPHONE BY MICHIGAN BELL TELEPHONE CO.

NOTE:

GENERAL NOTATIONS INDICATE THE SOURCE OF UTILITY INFORMATION. UTILITY PLANS HAVE NOT BEEN DEVELOPED AT THIS TIME TO DETERMINE EXACT SIZE AND LOCATION OF UTILITIES ON THIS PLAN. SUCH INFORMATION WILL BE SOON ON REQUEST.

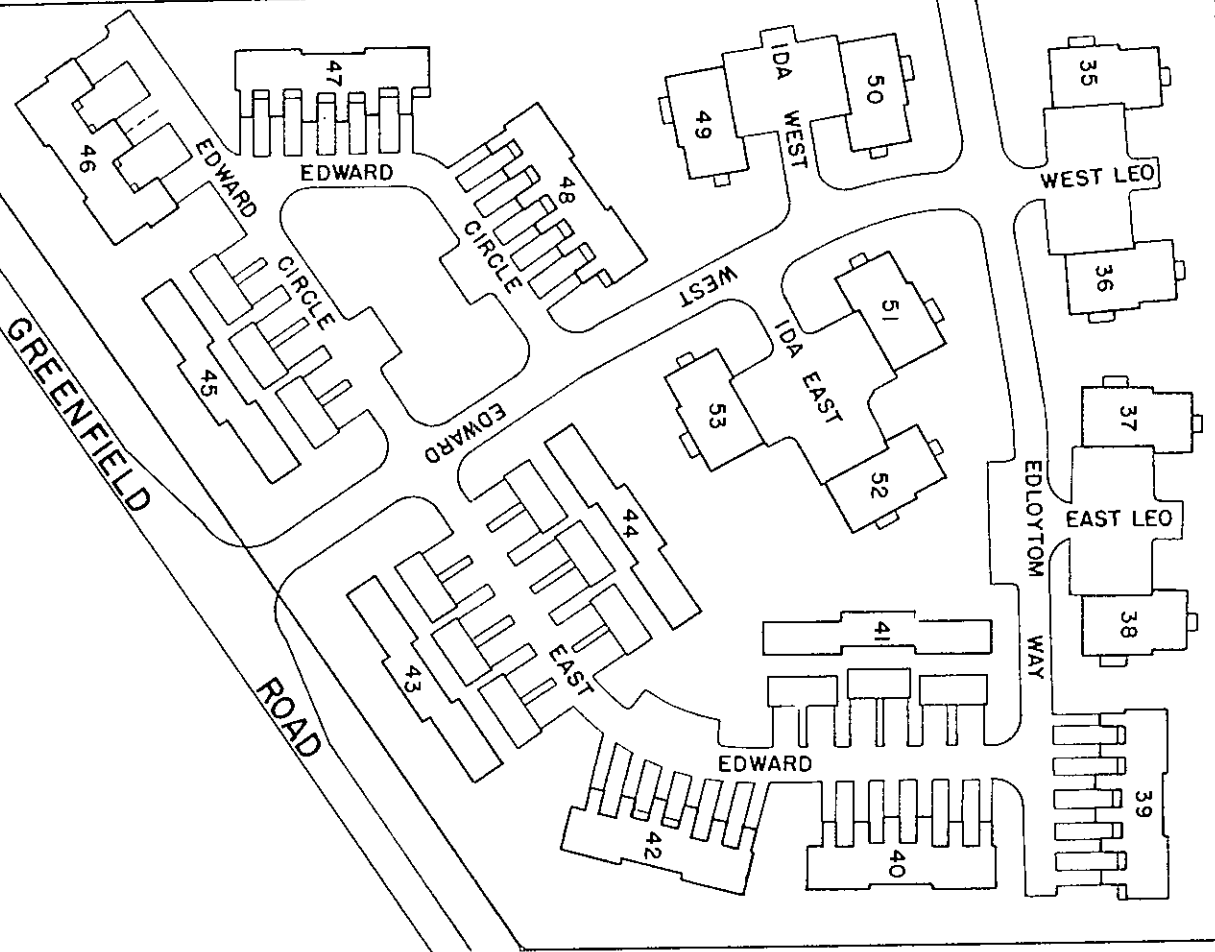
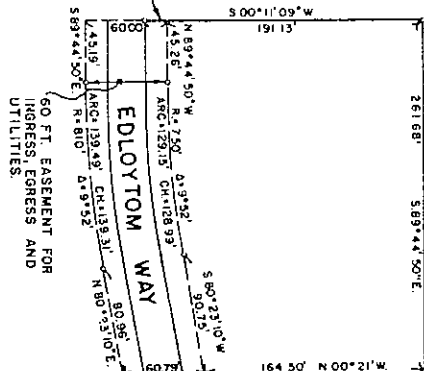
APPROVED

DATE: 6/18/78



SCHULTZ ESTATES II
 SCALE: 1" = 1'-00"
 JUNE 18, 1978
 ROBERT SHANAVODA
 REGISTERED LAND SURVEYOR
 2704 KELLY ROAD
 FORT ST. CLEMENS, MICHIGAN
 PHONE: 468-8113, 463-4848

MATCH LINE SEE SHEET 4A



UTILITY PLAN

GENERAL NOTATIONS

ALL PAYMENTS TO BE SERVICED WITH WATER AND SEWER BY QUINCY TOWNSHIP,
 ALL APARTMENTS TO BE SERVICED WITH GAS AND POWER BY CONSUMERS POWER COMPANY.
 ALL APARTMENTS TO BE SERVICED BY TELEPHONE BY MICHIGAN BELL TELEPHONE CO.

NOTE:

GENERAL NOTATIONS INDICATE THE SOURCE OF UTILITY INFORMATION. UTILITY PLANS
 HAVE NOT BEEN DEVELOPED AT THIS TIME TO DETERMINE EXACT SIZE AND LOCATION
 OF UTILITIES ON THIS PLAN. SUCH INFORMATION WILL BE OBTAINED BY AS-BUILTS.

APPROVED

5.11.78

ROBERT SHANAYOA

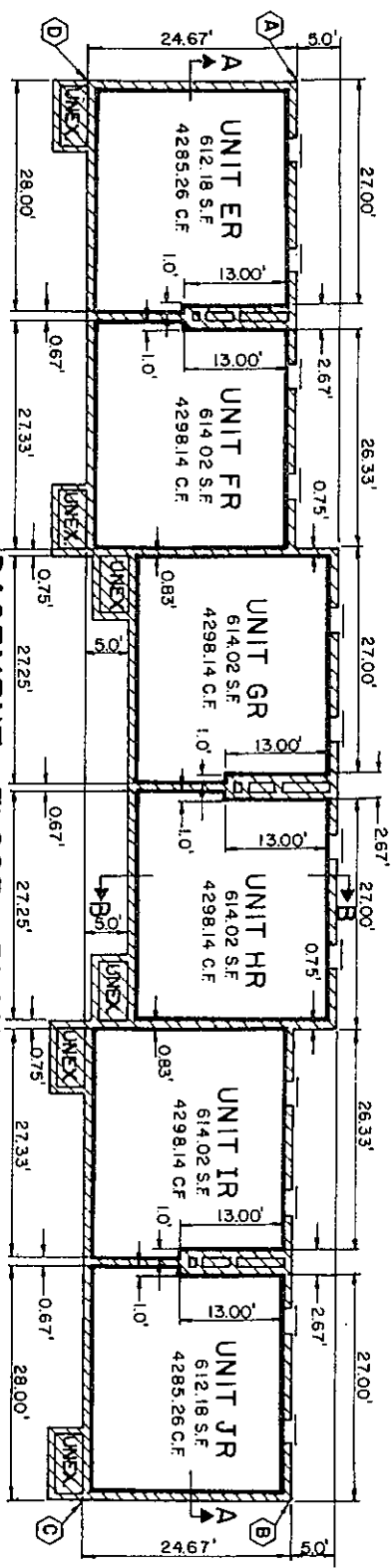


SCHULTZ ESTATES II

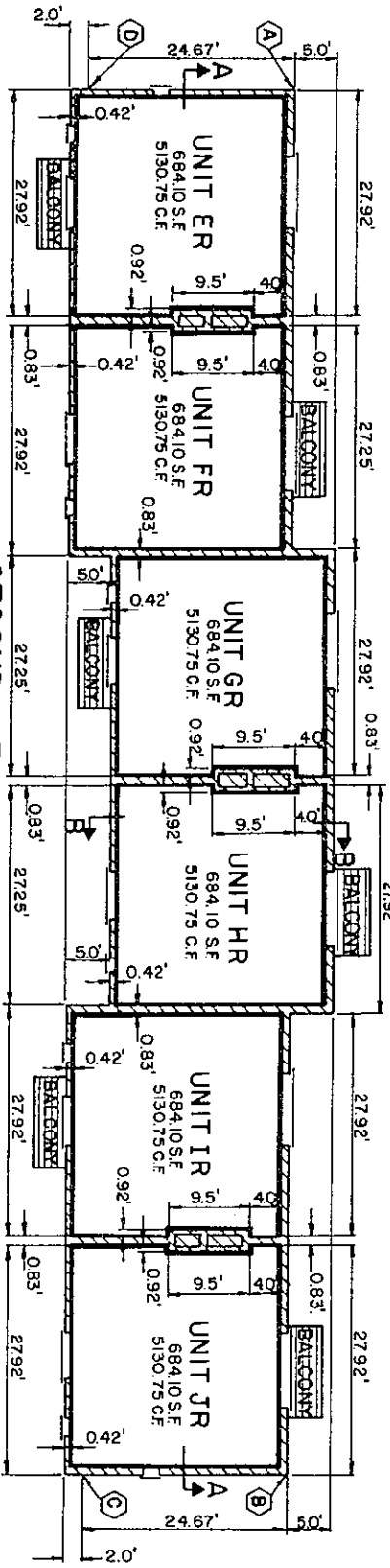
SCALE: 1" = 50'

JUNE 19, 1978

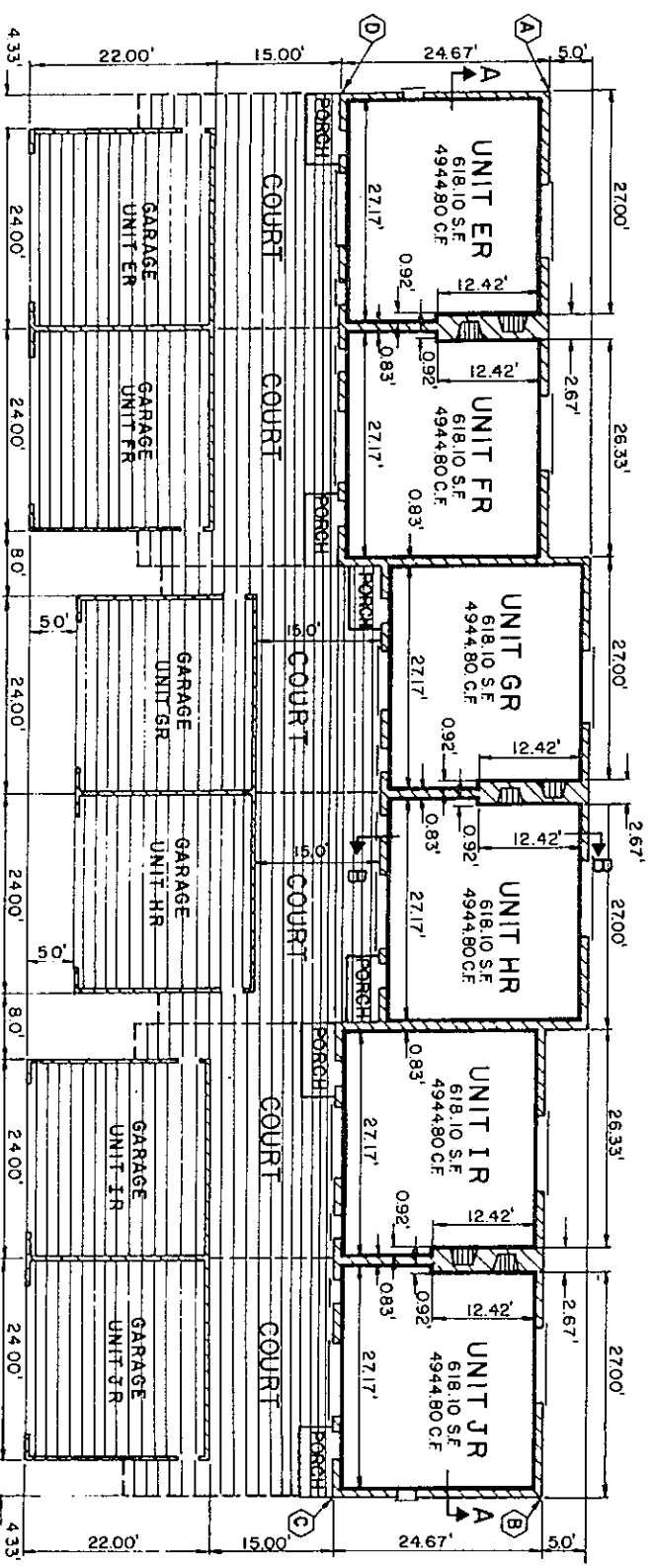
ROBERT SHANAYOA
 REGISTERED LAND SURVEYOR
 1100 KENNY ROAD
 MIDLAND, MICHIGAN
 PHONE: 468-6113 469-4849



BASEMENT FLOOR PLAN



SECOND FLOOR PLAN



FIRST FLOOR PLAN

- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- LIMITS OF OWNERSHIP
- LIMITS OF COURT AREA (FENCE)
- COORDINATE POINT

NOTE: ALL EXTERIOR BASEMENT WALLS ARE 0.83' UNLESS OTHERWISE NOTED.

NOTE: ALL EXTERIOR FIRST FLOOR WALLS ARE 0.75' UNLESS OTHERWISE NOTED.

NOTE: ALL EXTERIOR AND INTERIOR GARAGE WALLS ARE 0.42'

NOTE: ALL EXTERIOR SECOND FLOOR WALLS ARE 0.75' UNLESS OTHERWISE NOTED.

NOTE: FOR APARTMENT NUMBERING AND FLOOR ELEVATIONS SEE SHEET 7

TYPICAL FLOOR PLANS
BUILDING 9, 33, 34, 41, 43, 44, 45.

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

APPROVED

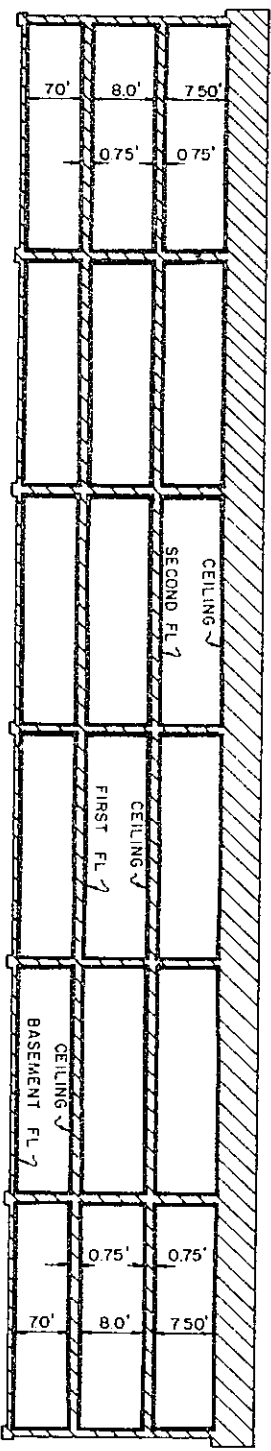
4.61.78



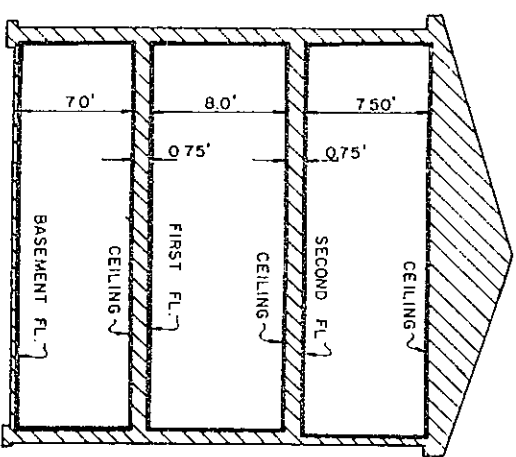
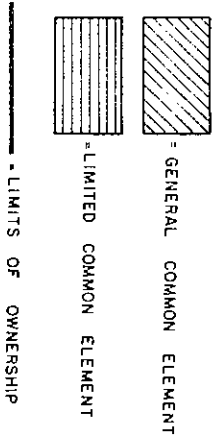
SCHULTZ ESTATES II

ROBERT SHAWLYDA
 REGISTERED LAND SURVEYOR
 3704 KELLY ROAD
 FARMINGTON, MICHIGAN
 PHONE 488-6113

JUNE 19, 1978



SECTION A-A
SCALE 1/8" = 1'-0"



SECTION B-B
SCALE 1/4" = 1'-0"

SCHEDULE OF APARTMENT NUMBERS

BUILDING NUMBER	UNIT	APARTMENT UNIT	NUMBER	UNIT	NUMBER	UNIT	NUMBER
1	E	F	G	H	I	J	
	1	2	3	4	5	6	
	21	22	23	24	25	26	

SCHEDULE OF BUILDING COORDINATES

BUILDING NUMBER	COORD. POINT	COORDINATES		BUILDING BEARING POINT A TO B
		NORTH (X)	EAST (Y)	
1	D	2464.05	702.84	S 00°05'28"W
4	D	2510.30	1115.07	S 00°08'08"E

LEGEND OF FIRST FLOOR ELEVATIONS ON U.S.G.S. DATA

BUILDING NUMBER	FIRST FLOOR ELEVATION
1	602.50
4	602.40
9	603.10
33	602.90
34	602.90
41	603.20
43	603.10
44	603.10
45	603.20

SCHEDULE OF APARTMENT NUMBER

BUILDING NUMBER	UNIT	APARTMENT UNIT	NUMBER	UNIT	NUMBER	UNIT	NUMBER
9	ER	FR	GR	HR	IR	JR	
	43	44	45	46	47	48	
33	221	222	223	224	225	226	
	227	228	229	230	231	232	
41	261	262	263	264	265	266	
	273	274	275	276	277	278	
44	279	280	281	282	283	284	
	285	286	287	288	289	290	

SCHEDULE OF BUILDING COORDINATES

BUILDING NUMBER	COORD. POINT	COORDINATES		BUILDING BEARING POINT A TO B
		NORTH (X)	EAST (Y)	
9	A	2824.38	1151.44	S 00°17'40"E
33	B	2347.73	1795.66	N 00°11'19"E
34	D	2376.89	1985.59	S 00°11'09"W
41	B	2193.77	2758.38	N 00°21'00"W
43	C	1745.68	2763.14	S 56°06'00"W
44	A	1904.03	2682.22	N 56°06'00"E
45	C	1593.80	2541.04	S 56°06'00"W

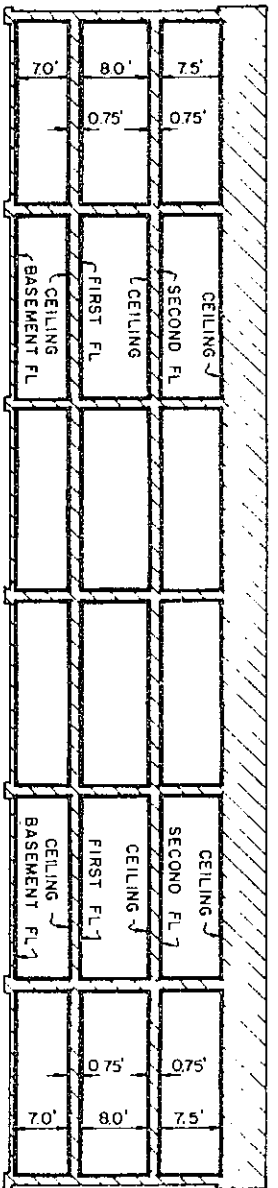
NOTE: FOR TYPICAL BUILDING FLOOR PLANS, APARTMENT SQUARE FOOT AND CUBIC FOOT, SEE SHEETS 5 OR 6

APPROVED

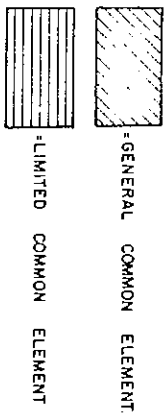


SCHULTZ ESTATES II

JUNE 19, 1978
ROBERT SHNAYDA
REGISTERED LAND SURVEYOR
NO. 18223
STATE OF ILLINOIS
CHICAGO



SECTION A-A
SCALE - 1/8" = 1'-0"

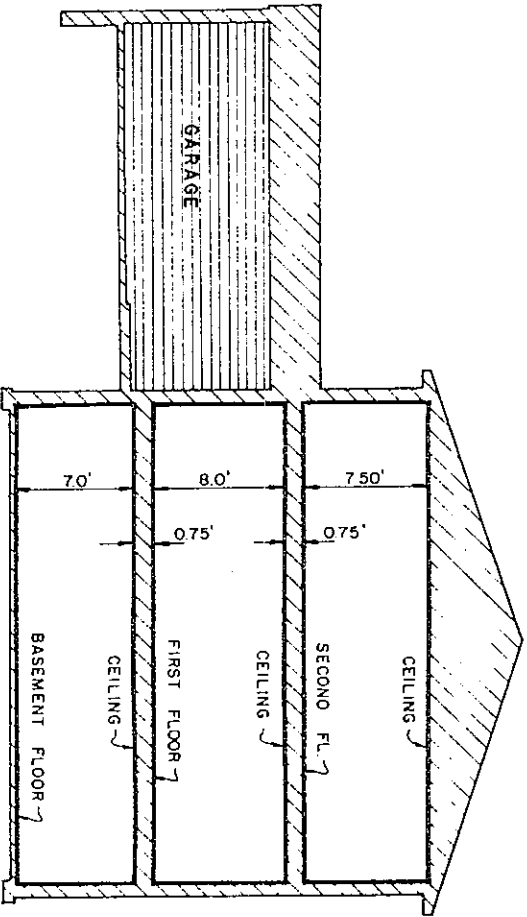


SCHEDULE OF APARTMENT NUMBERS

BUILDING NUMBER	APARTMENT NUMBER												
	UNIT K	UNIT L	UNIT M	UNIT N	UNIT O	UNIT P	UNIT QR	UNIT LR	UNIT MR	UNIT NR	UNIT OR	UNIT PR	
2								7	8	9	10	11	12
32	215	216	217	218	219	220							
39	249	250	251	252	253	254							
40	285	256	257	258	259	260							
42	267	268	269	270	271	272							
47	295	296	297	298	299	300							
48	301	302	303	304	305	306							

SCHEDULE OF BUILDING COORDINATES

BUILDING NUMBER	COORDINATES		BUILDING BEARING POINT A TO B
	NORTH (X)	EAST (Y)	
2	2476.24	763.18	S.89°46'15"W.
32	2303.03	1730.21	S.38°40'00"W.
39	2395.05	2855.37	S.89°44'50"E.
40	2192.75	2953.38	S.00°21'00"E.
42	2012.47	2955.98	S.13°59'10"W.
47	1778.60	2360.82	N.00°21'00"W.
48	1856.86	2402.54	N.56°00'24"E.



SECTION B-B
SCALE - 1/4" = 1'-0"

LEGEND OF FIRST FLOOR ELEVATIONS ON U.S.G.S. DATA.

BUILDING NUMBER	FIRST FLOOR ELEVATION
2	602.20
32	602.80
39	603.50
40	603.50
42	603.30
47	603.40
48	603.80

NOTE: FOR TYPICAL BUILDING FLOOR PLANS, APARTMENT SQUARE FOOT AND CUBIC FOOT, SEE SHEET 8 OR 31.

APPROVED

JUL 11 1978

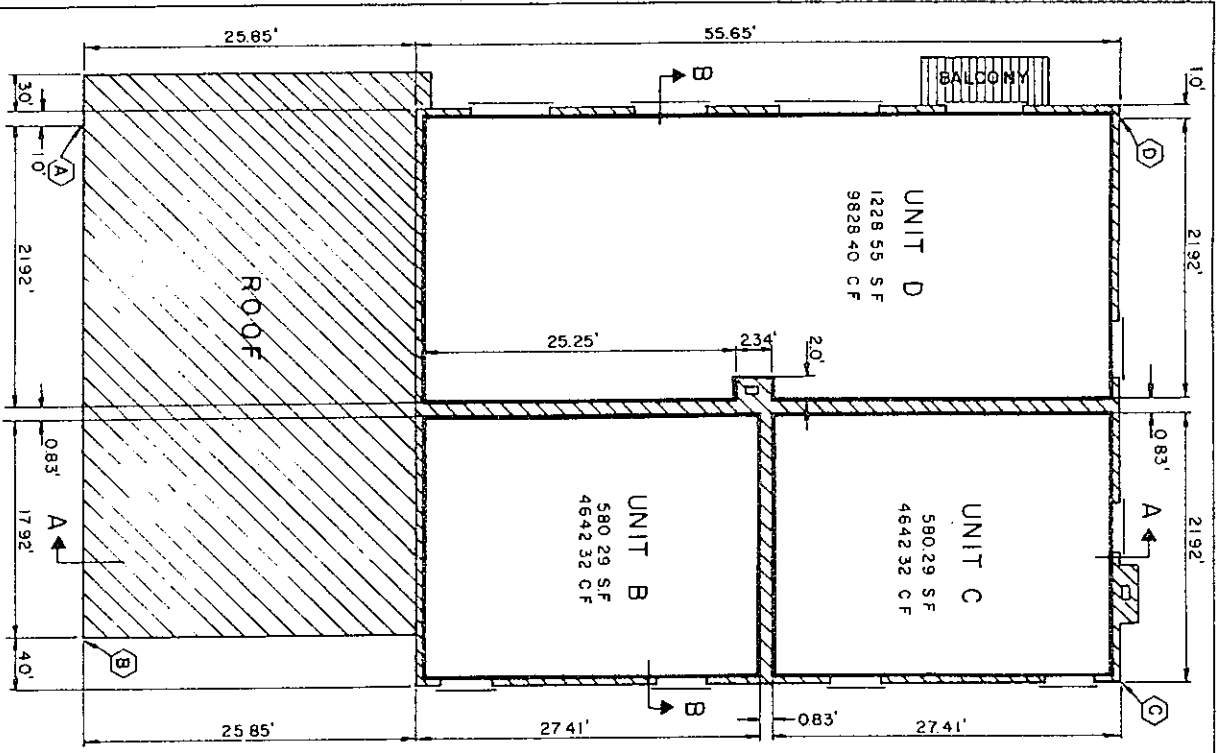
PLAT



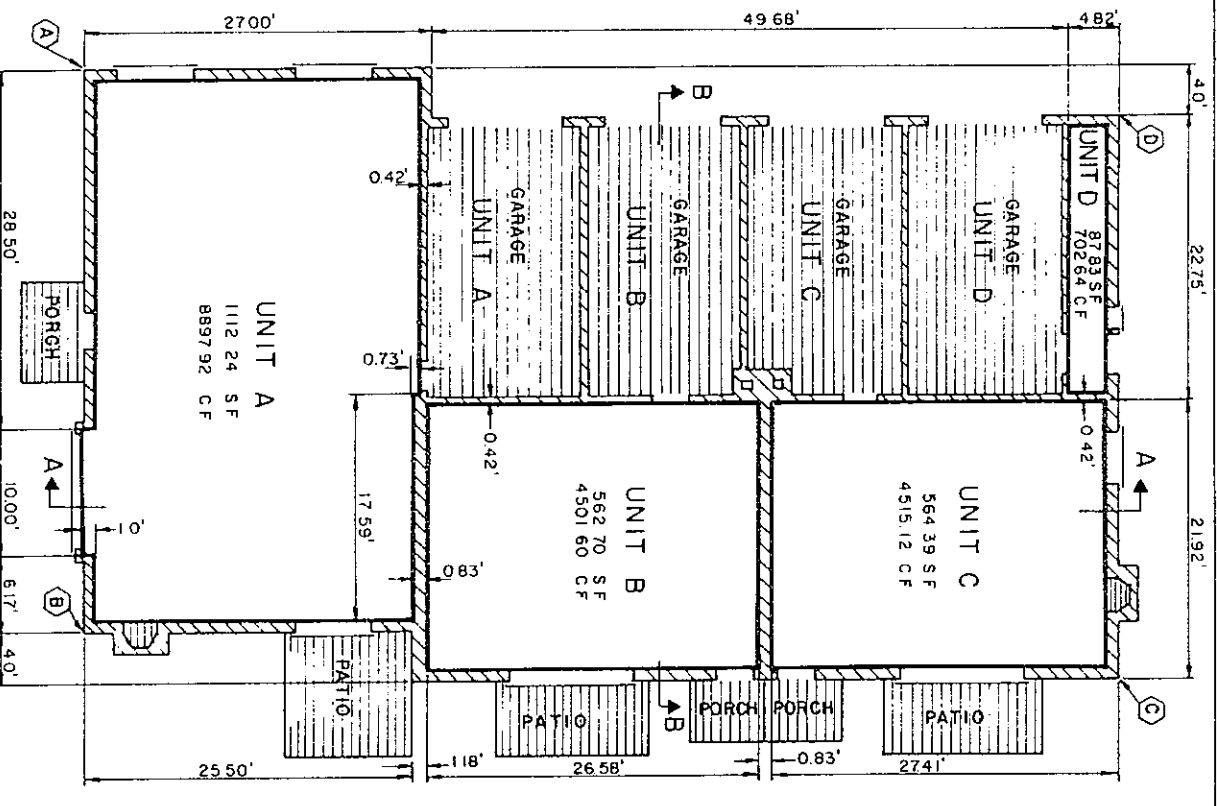
SCHULTZ ESTATES II

JUNE 19, 1978

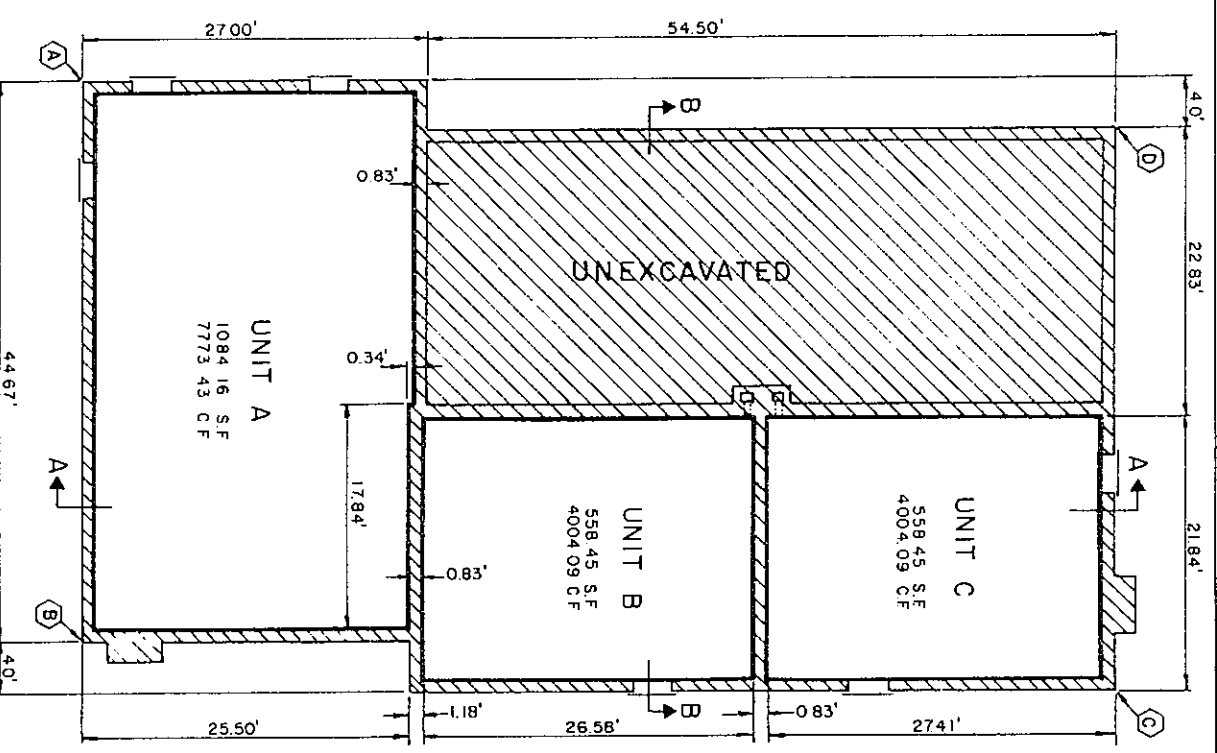
ROBERT SHANAYDA
REGISTERED LAND SURVEYOR
STATE OF MICHIGAN
18923
PHONE 488-8115



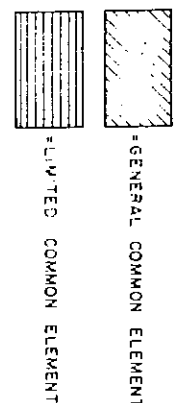
SECOND FLOOR PLAN



FIRST FLOOR PLAN



BASEMENT PLAN



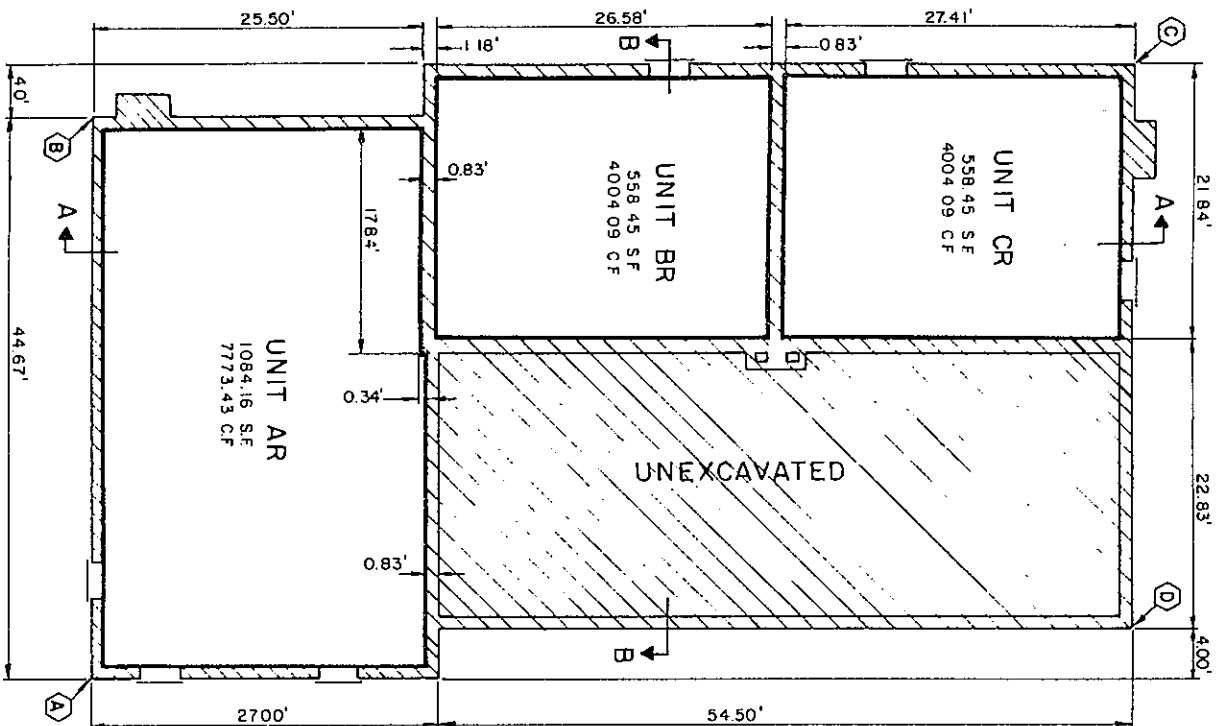
NOTE ALL EXTERIOR BASEMENT WALLS ARE 0.83'
 NOTE ALL EXTERIOR FIRST FLOOR WALLS ARE 0.75'
 NOTE ALL EXTERIOR SECOND FLOOR WALLS ARE 0.42'
 NOTE FOR APARTMENT NUMBERING AND FLOOR ELEVATION, SEE SHEET 14

TYPICAL FLOOR PLANS
 BUILDINGS 5, 6, 7, 10, 16, 17, 35,
 37, 50, 53.
 SCALE: 1/8"=1'-0"
 AFFIXED

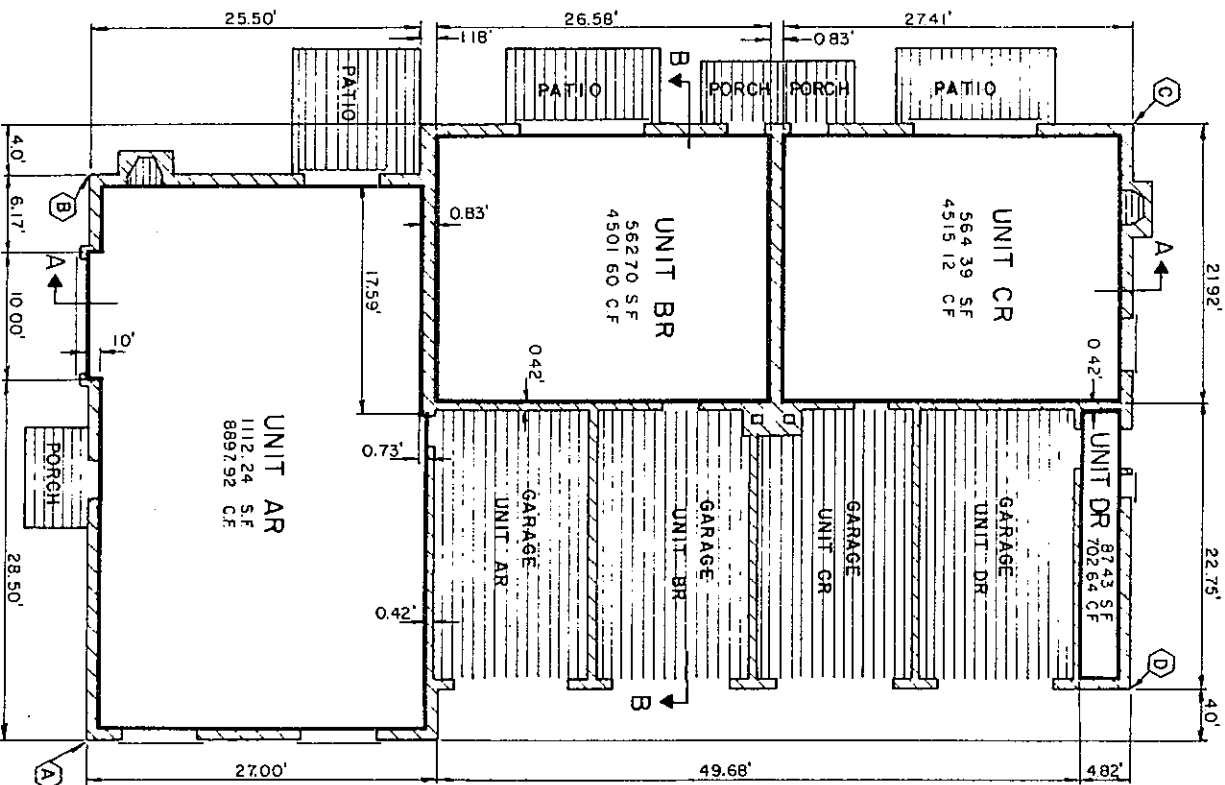
SCHULTZ ESTATES II



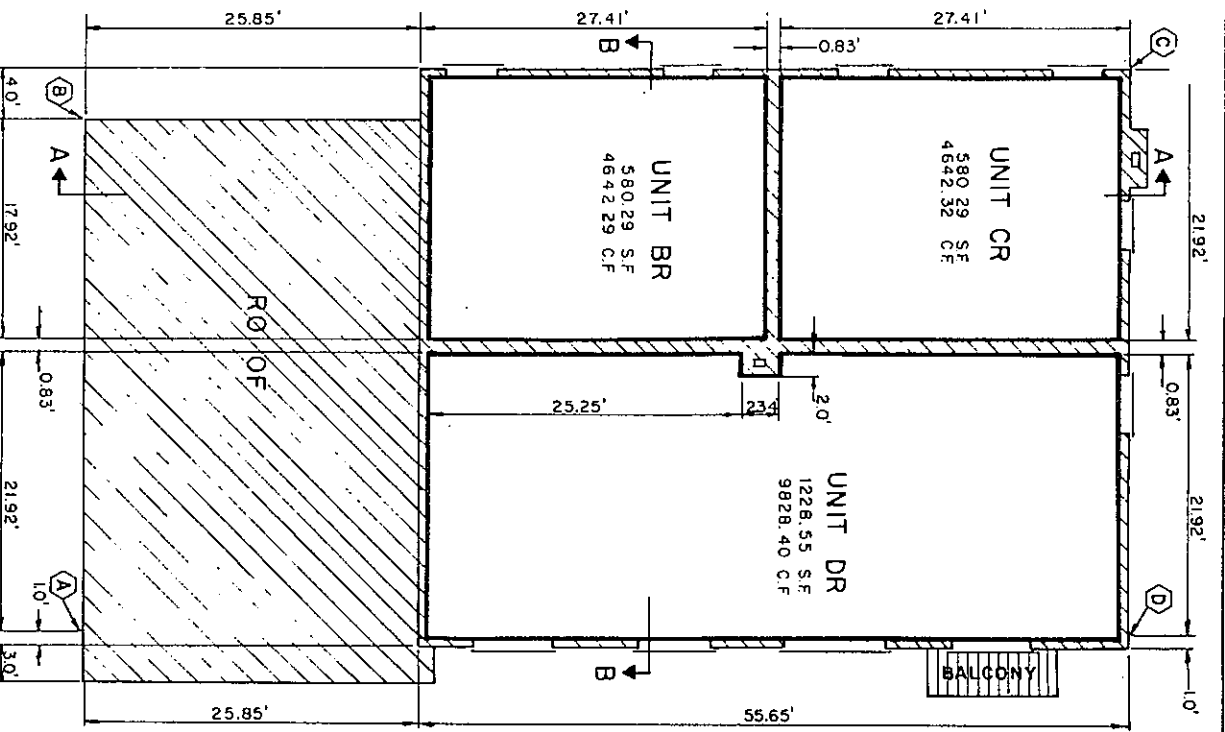
ROBERT S. SANKARVA
 REGISTERED LAND SURVEYOR
 STATE OF FLORIDA
 NO. 12454
 DATE
 JUNE 19, 1978
 282ND 488-5113



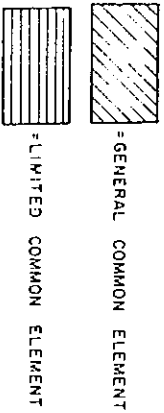
BASEMENT PLAN



FIRST FLOOR PLAN



SECOND FLOOR PLAN



= LIMITS OF OWNERSHIP

NOTE: ALL EXTERIOR BASEMENT WALLS ARE 0.83'

NOTE: ALL EXTERIOR FIRST FLOOR WALLS ARE 0.75'

NOTE: ALL EXTERIOR SECOND FLOOR WALLS ARE 0.42'

NOTE: FOR APARTMENT NUMBERING AND FLOOR ELEVATION, SEE SHEET 14

TYPICAL FLOOR PLANS

BUILDINGS 8, 12, 13, 14, 15, 36, 38, 49, 51, 52

APPROVED

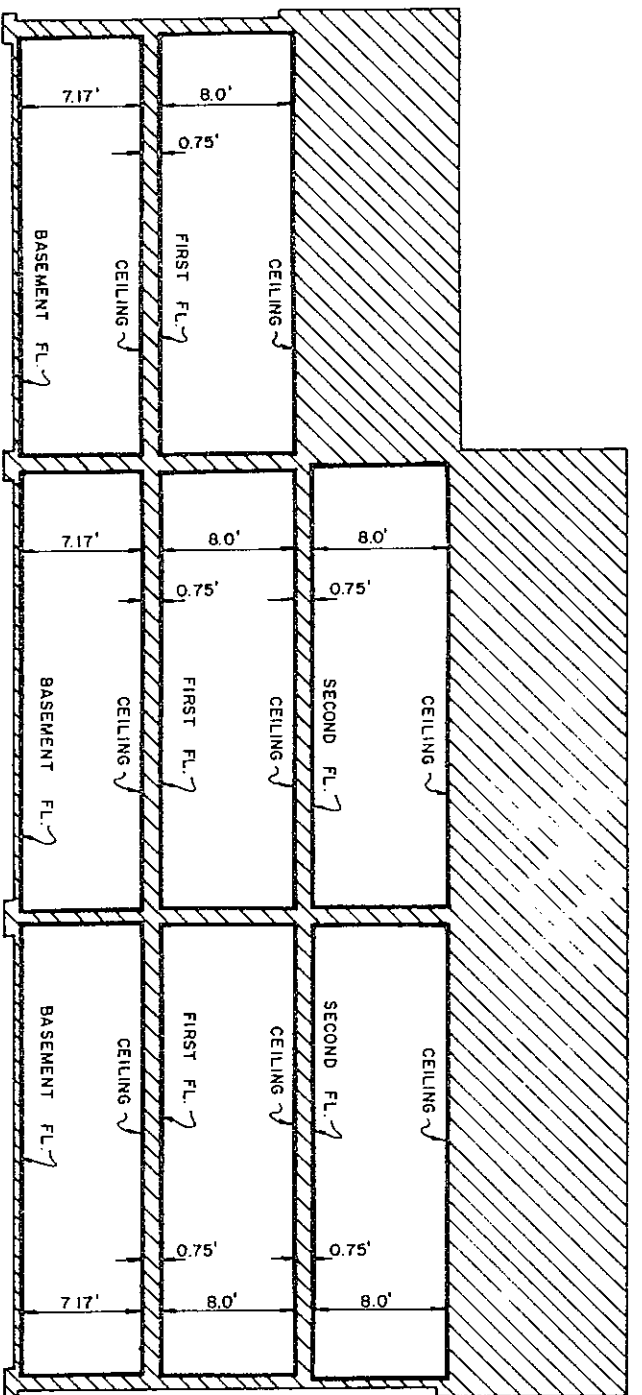
SCALE: 1/8" = 1'-0"

DATE: '78

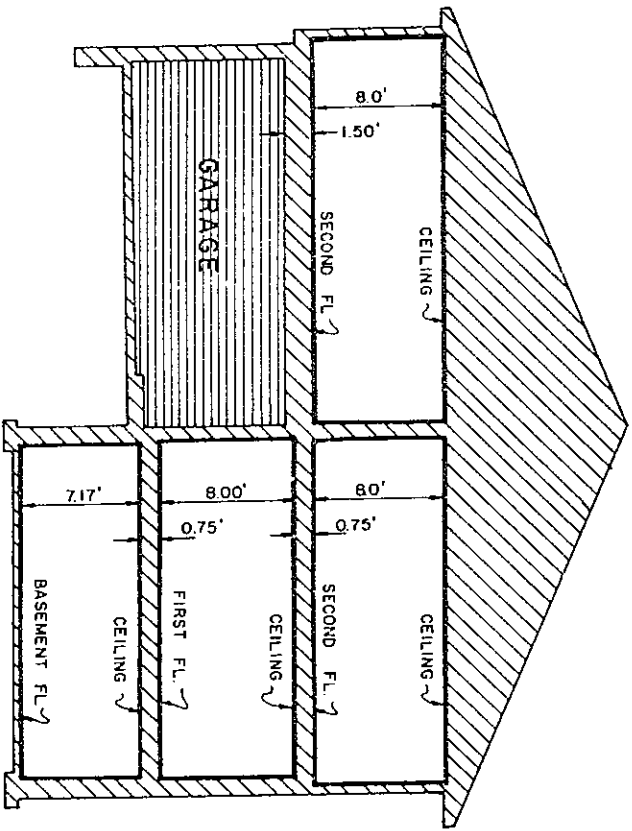


SCHULTZ ESTATES II

ROBERT SHANYADA
 LICENSED PROFESSIONAL ENGINEER
 37014 KELLY ROAD
 48062 GARDEN CITY, MICHIGAN
 PHONE 488-6113
 JUNE 19, 1978



SECTION A-A
SCALE: 3/16" = 1'-0"



SECTION B-B
SCALE: 3/16" = 1'-0"

SCHEDULE OF APARTMENT NUMBERS

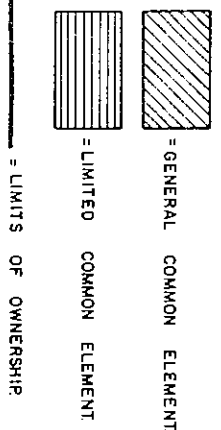
BUILDING NUMBER	APARTMENT NUMBER				BUILDING NUMBER			
	A	B	C	D	AR	BR	CR	DR
5	27	28	29	30				
6	31	32	33	34				
7	35	36	37	38				
8					39	40	41	42
10	49	50	51	52				
12					59	60	61	62
13					63	64	65	66
14					67	68	69	70
15					71	72	73	74
16	75	76	77	78				
17	79	80	81	82				
35	233	234	235	236				
36					237	238	239	240
37	241	242	243	244				
38					245	246	247	248
49					307	308	309	310
50	311	312	313	314				
51					315	316	317	318
52					319	320	321	322
53	323	324	325	326				

SCHEDULE OF BUILDING COORDINATES

BUILDING NUMBER	COORD. POINT	COORDINATES		BUILDING BEARING POINT A TO B
		NORTH (X)	EAST (Y)	
5	D	2566.81	1214.54	S30°49'06"E
6	D	2691.28	1308.33	S70°16'02"E
7	D	2814.54	1339.57	S80°58'44"E
8	C	2820.45	1221.58	N75°18'36"W
10	C	2941.99	1313.59	N00°06'45"E
12	C	3038.99	1308.99	S00°06'45"W
13	C	3028.52	1183.98	S00°06'45"W
14	C	3101.17	1056.13	N52°11'10"E
15	C	3246.33	1087.42	N42°02'00"W
16	C	3276.47	1159.47	N00°06'45"E
17	C	3236.78	1314.39	N56°20'45"E
35	B	2320.22	2364.09	S84°38'40"W
36	A	2328.59	2507.12	N84°39'40"E
37	B	2339.14	2609.18	N89°44'30"W
38	A	2338.49	2755.18	S89°44'30"E
49	D	1994.71	2377.06	S08°55'30"E
50	C	2120.55	2351.52	N08°55'30"W
51	B	2116.61	2515.77	N28°07'00"W
52	A	2137.39	2642.62	N64°53'00"W
53	A	1990.95	2586.54	S25°07'00"E

LEGEND OF FIRST FLOOR ELEVATIONS ON U.S.G.S DATA

BUILDING NUMBER	FIRST FLOOR ELEVATION
5	602.25
6	602.30
7	602.30
8	602.40
10	602.50
12	602.70
13	602.90
14	603.00
15	603.20
16	603.50
17	603.80
35	603.50
36	603.50
37	603.30
38	603.30
49	603.70
50	603.50
51	603.50
52	603.70
53	603.50



NOTE: FOR TYPICAL BUILDING FLOOR PLANS, APARTMENT SQUARE FOOT AND CUBIC FOOT, SEE SHEET 12 OR 13.

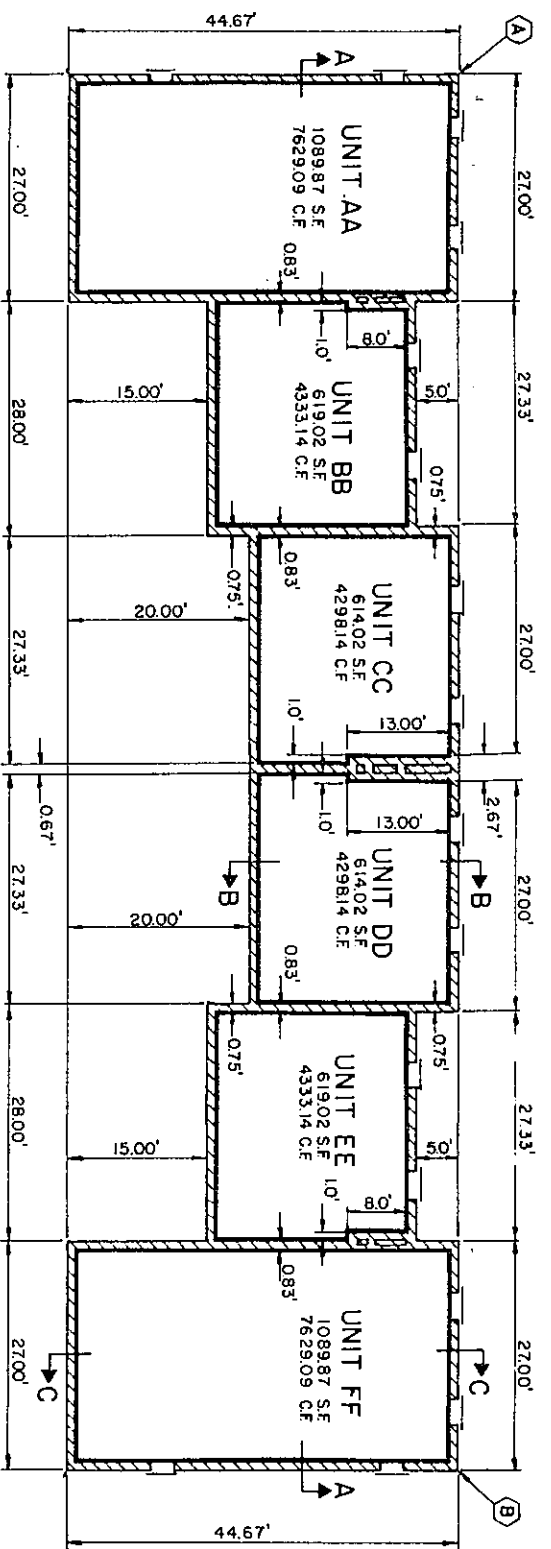
APPROVED

ROBERT SHANAYDA
3704 ELLIOTT ROAD
ANN ARBOR, MICHIGAN 48103

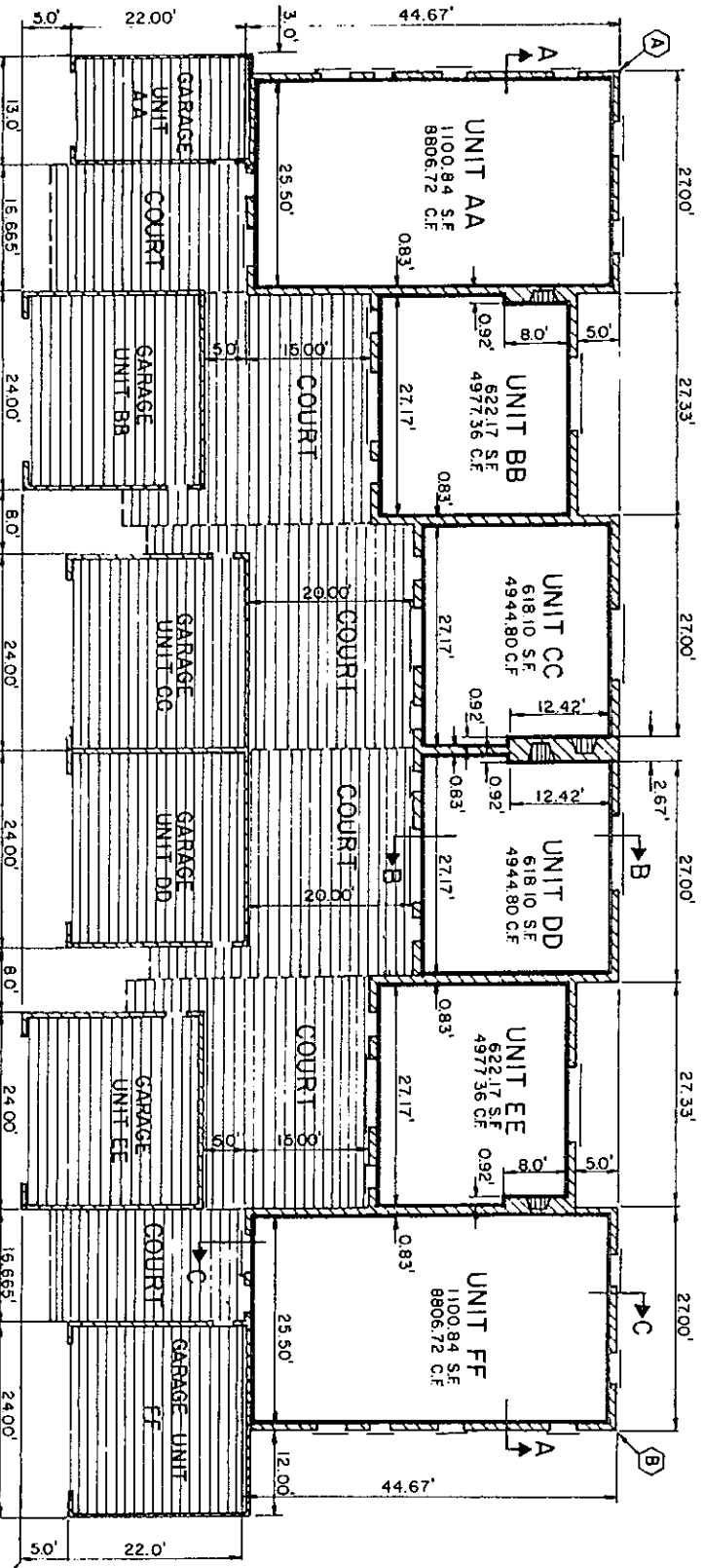
SCHULTZ ESTATES II

JUNE 19, 1978 PHONE 488-4111





BASEMENT FLOOR PLAN



FIRST FLOOR PLAN

- GENERAL COMMON ELEMENT.
- LIMITED COMMON ELEMENT.
- LIMITS OF OWNERSHIP.
- LIMITS OF COURT AREA (FENCE).
- COORDINATE POINT.

NOTE - ALL EXTERIOR BASEMENT WALLS ARE 0.83' UNLESS OTHERWISE NOTED.

NOTE - ALL EXTERIOR FIRST FLOOR WALLS ARE 0.75' UNLESS OTHERWISE NOTED.

NOTE - ALL EXTERIOR AND INTERIOR GARAGE WALLS ARE 0.42'.

NOTE - FOR SECOND FLOOR PLAN SEE SHEET 16.

NOTE - FOR APARTMENT NUMBERING AND FLOOR ELEVATIONS SEE SHEET 16.

NOTE - FOR CROSS SECTION OF BUILDING SEE SHEET 16.

TYPICAL FLOOR PLAN BUILDING 11,18,19,22,25,26,28.

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

APPROVED

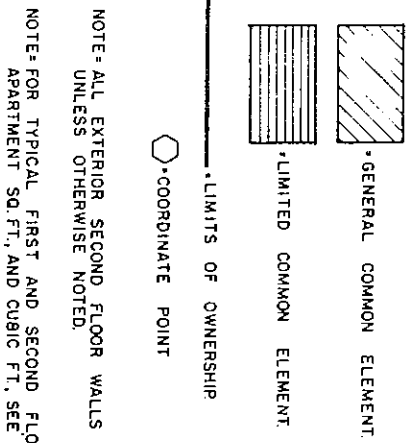
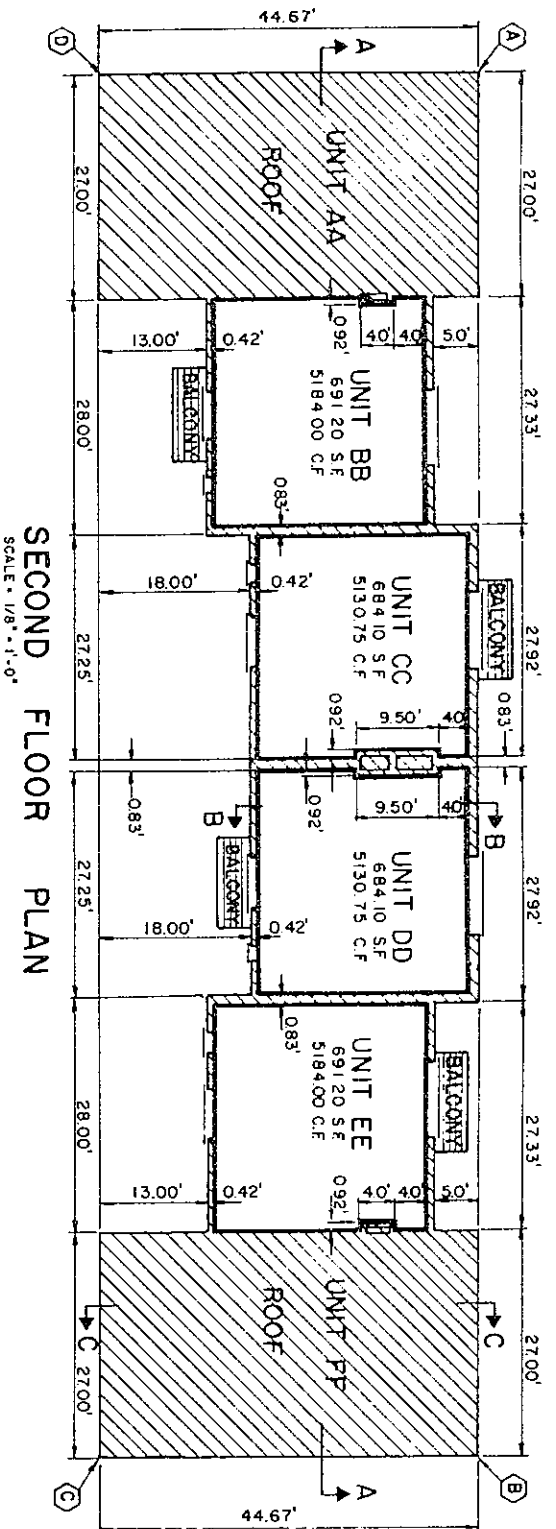
6-11-78



SCHULTZ ESTATES II

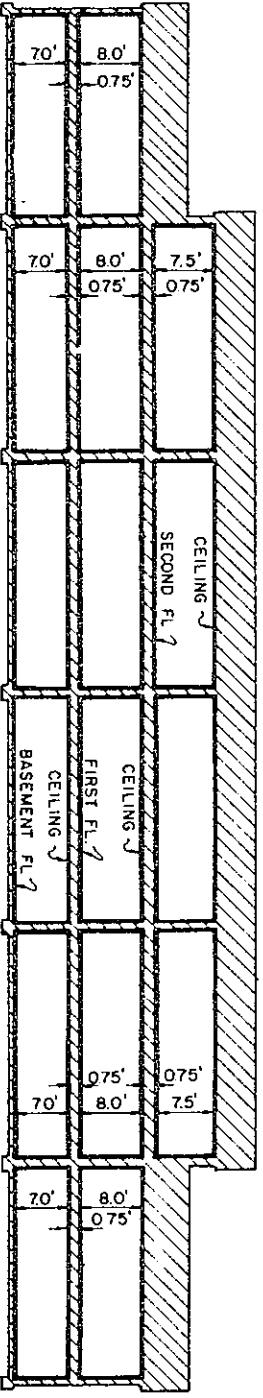
JUNE 19, 1978

ROBERT SHANDUA
REGISTERED LAND SURVEYOR
3704 KELLY ROAD
MT CLEMENS, MICHIGAN
48063
PHONE 468-6113



NOTE - ALL EXTERIOR SECOND FLOOR WALLS ARE 0.75' UNLESS OTHERWISE NOTED.

NOTE - FOR TYPICAL FIRST AND SECOND FLOOR PLANS APARTMENT SQ. FT. AND CUBIC FT. SEE SHEET 15.



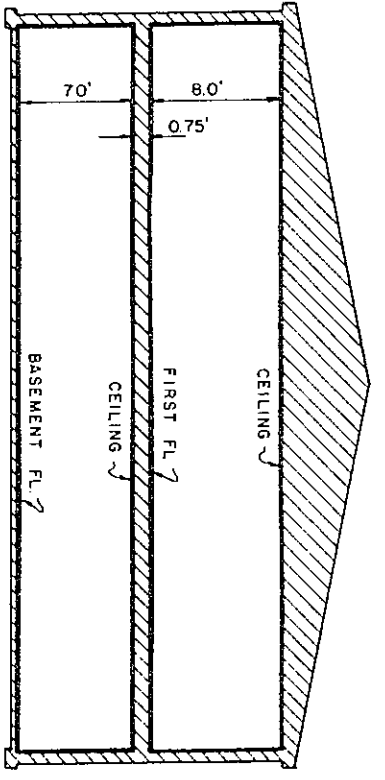
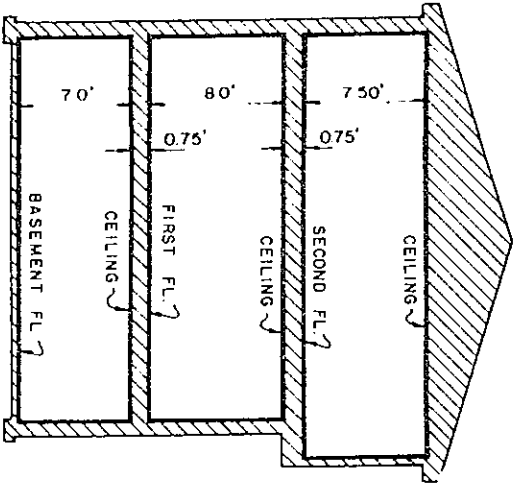
SCHEDULE OF APARTMENT NUMBERS.

BUILDING NUMBER	UNIT	APARTMENT NUMBER	BUILDING NUMBER	UNIT	APARTMENT NUMBER
11	53	54	55	56	57
18	83	84	85	86	87
19	89	90	91	92	93
22	125	126	127	128	129
25	159	160	161	162	163
26	165	166	167	168	169
28	175	176	177	178	179

APPROVED

MAY 1, 1978

ROBERT SHANAVDA



SCHEDULE OF BUILDING COORDINATES.

BUILDING NUMBER	COORDINATES	BUILDING BEARING POINT A TO B	BUILDING NUMBER	COORDINATES	BUILDING BEARING POINT A TO B
11	2975.21 NORTH (X) 1088.89 EAST (Y)	S 89° 53' 15" E.	11	3005.47 NORTH (X) 1499.42 EAST (Y)	S 86° 17' 36" W.
18	3317.58 NORTH (X) 1044.55 EAST (Y)	N 89° 53' 15" W.	26	2696.71 NORTH (X) 1408.23 EAST (Y)	N 00° 15' 10" E.
19	3547.17 NORTH (X) 1005.01 EAST (Y)	S 89° 53' 15" E.	25	3301.23 NORTH (X) 1647.90 EAST (Y)	S 03° 11' 00" W.
22	3947.17 NORTH (X) 1437.97 EAST (Y)	EAST	28	3005.47 NORTH (X) 1499.42 EAST (Y)	S 86° 17' 36" W.

LEGEND OF FIRST FLOOR ELEVATIONS ON U.S.G.S. DATA.

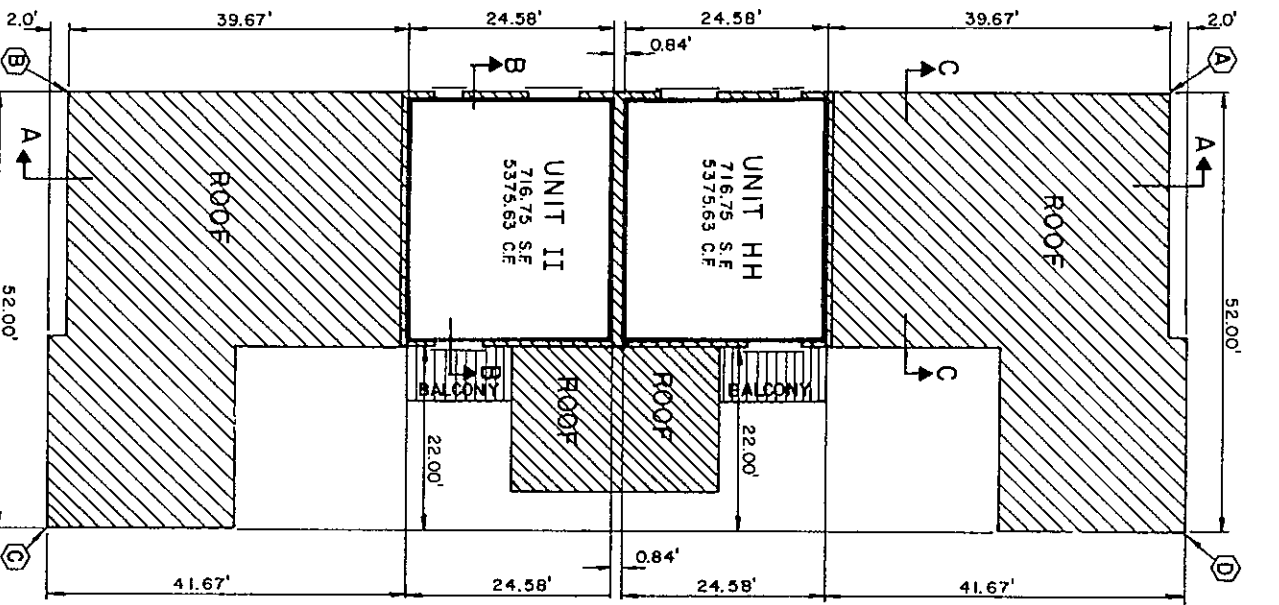
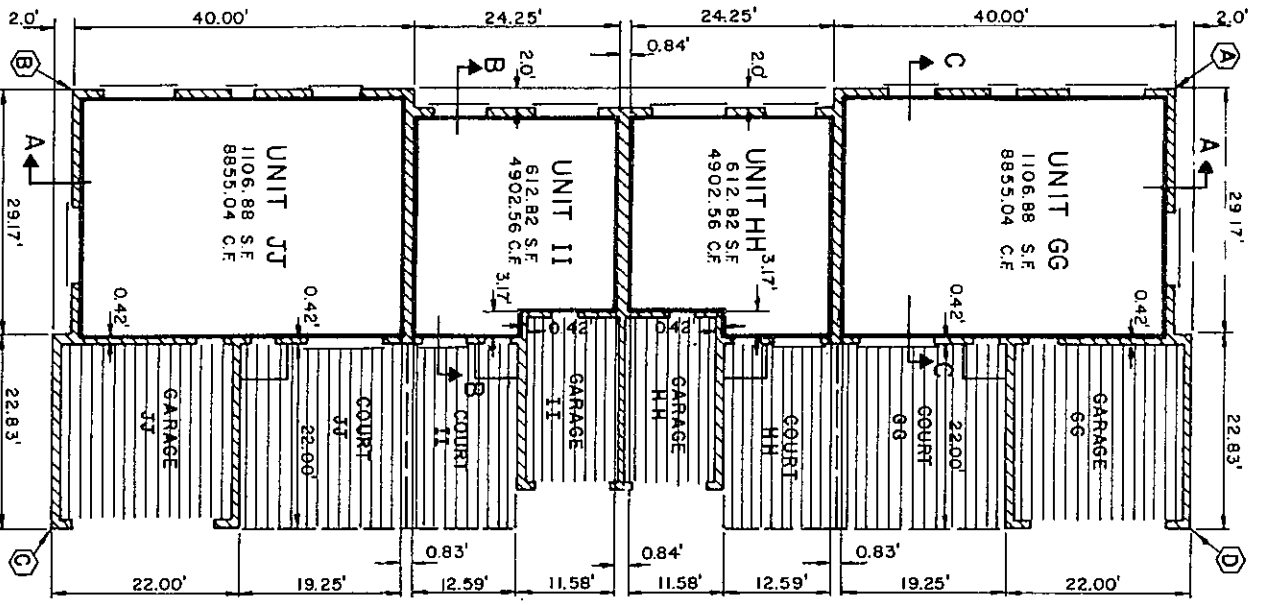
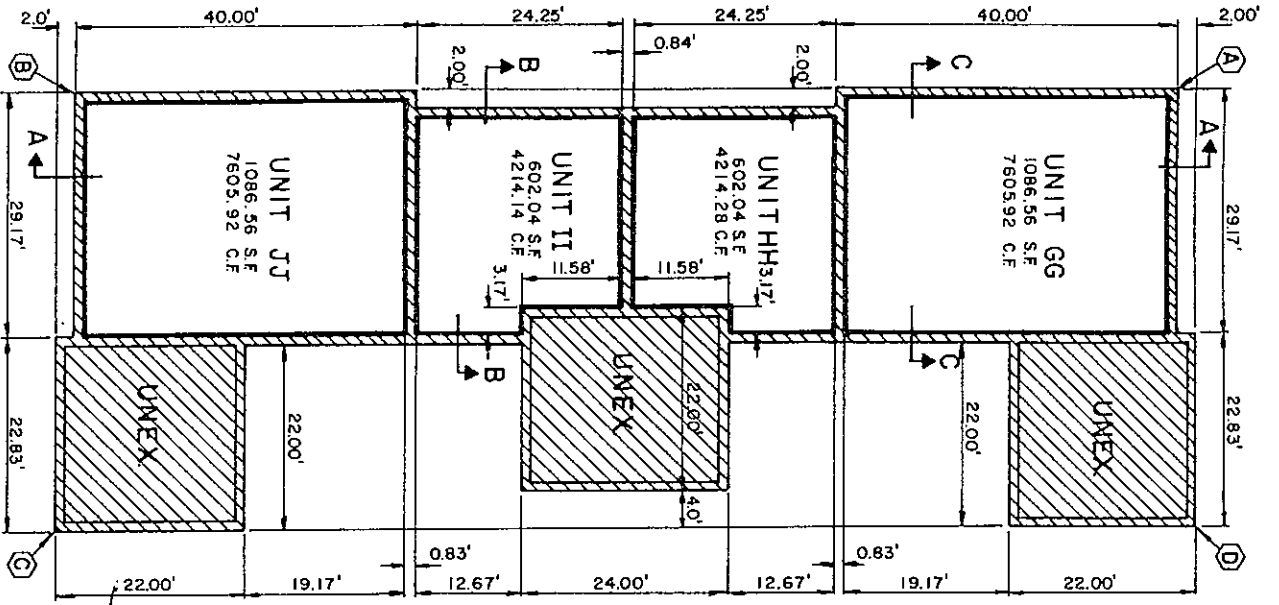
BUILDING NUMBER	FIRST FLOOR ELEVATION	BUILDING NUMBER	FIRST FLOOR ELEVATION
11	603.20	25	604.00
18	604.00	26	604.10
19	604.20	28	603.90



SCHULTZ ESTATES II

JUNE 19, 1978

ROBERT SHANAVDA
REGISTERED PROFESSIONAL ENGINEER
STATE OF MICHIGAN
NO. 488-613
PHONE 488-6113



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

TYPICAL FLOOR PLANS
 BUILDINGS 24, 30, 46

NOTE: ALL EXTERIOR BASEMENT WALLS ARE 0.83'
 NOTE: ALL EXTERIOR FIRST FLOOR WALLS ARE 0.75'
 NOTE: ALL SECOND FLOOR WALLS ARE 0.42'
 NOTE: FOR APARTMENT CROSS SECTIONS, NUMBERING, AND FLOOR ELEVATIONS, SEE SHEET 18.

SCHULTZ ESTATES II

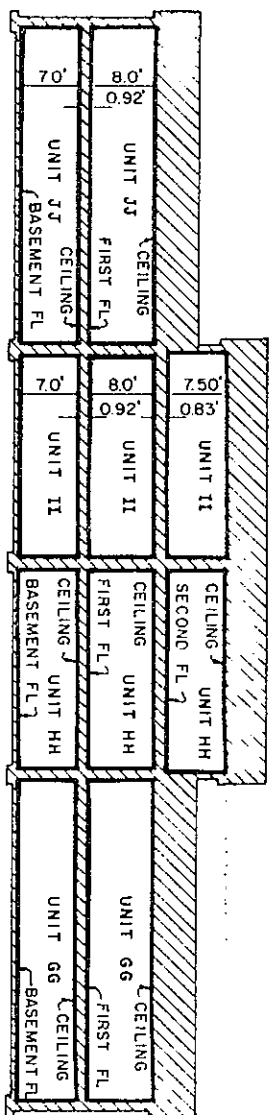
AFFIDAVIT
 4561...
 ROBERT SHANARA
 REGISTERED LAND SURVEYOR
 3704 KELLY ROAD
 MT CLEMENS, MICHIGAN
 48043
 PHONE: 488-8113 483-4848

JUNE 19, 1978

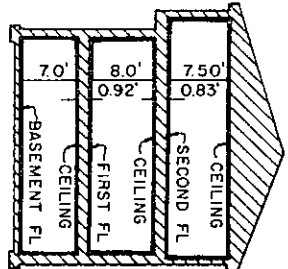
SCALE: 1/8" = 1'-0"

SHEET 17

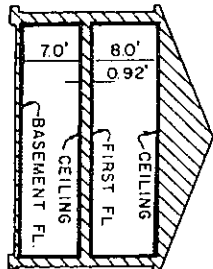




SECTION A-A



SECTION B-B



SECTION C-C



= GENERAL COMMON ELEMENT

— LIMITS OF OWNERSHIP

NOTE: FOR TYPICAL BASEMENT, FIRST AND SECOND FLOOR PLANS OF APARTMENTS, SQUARE FT. AND CUBIC FT., SEE SHEET 17.

SCHEDULE OF APARTMENT NUMBERS

BUILDING NUMBER	APARTMENT NUMBERS				
	UNIT GG	UNIT HH	UNIT II	UNIT JJ	UNIT KK
24	158	157	156	155	
30	190	189	188	187	
46	294	293	292	291	

SCHEDULE OF BUILDING COORDINATES

BUILDING NUMBER	COORD. POINT	COORDINATES		BUILDING POINT A TO B
		NORTH (X)	EAST (Y)	
24	A	3476.50	1352.87	EAST
30	A	2741.70	1657.75	S.82°00'00"E
46	A	1475.14	2394.54	N.56°06'00"E

LEGEND OF FIRST FLOOR ELEVATIONS ON U.S.G.S. DATA.

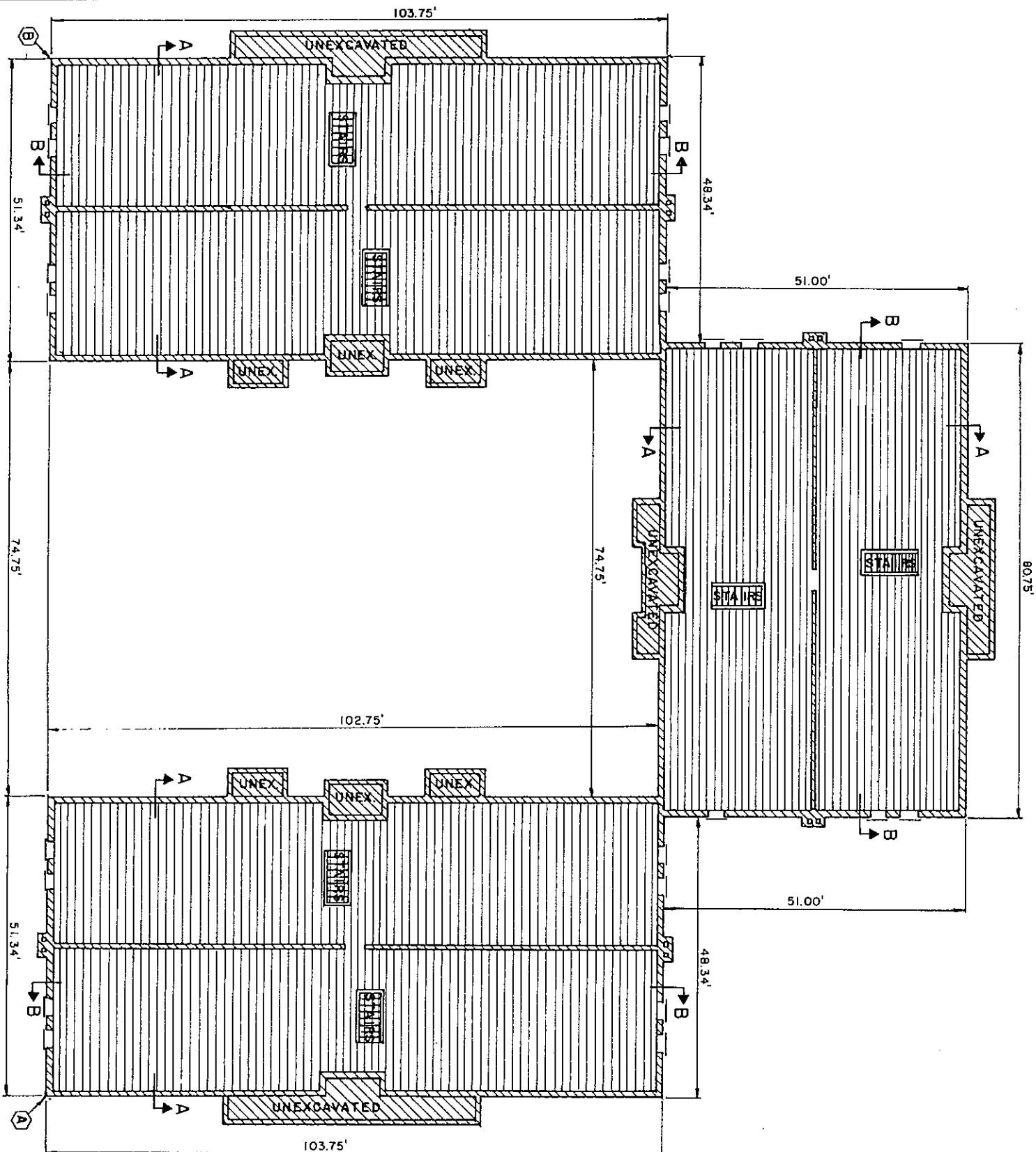
BUILDING NUMBER	FIRST FLOOR ELEVATION
24	604.40
30	602.40
46	603.30

APPROVED



SCHULTZ ESTATES II

ROBERT SHANAYDA
REGISTERED SURVEYOR
37014 KELLY ROAD
MT. CLEMENS, MICHIGAN
48043
PHONE: 488-6113 485-4859



NOTE= COORDINATE POINT B BUILDING 21= X=3947.17 Y=1077.79

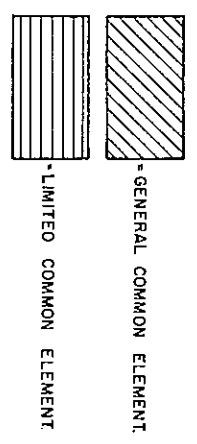
BUILDING 21 BUILDING BEARING COORDINATE POINT A TO B = NORTH

NOTE= COORDINATE POINT A BUILDING 23= X=3789.17 Y=1598.05

BUILDING 23 BUILDING BEARING COORDINATE POINT A TO B = S.00°15'10" W.

NOTE= COORDINATE POINT A BUILDING 31= X=2581.65 Y=1589.72

BUILDING 31 BUILDING BEARING COORDINATE POINT A TO B = S.00°15'10" W.



NOTE: ALL EXTERIOR BASEMENT WALLS ARE 1:00'

**BASEMENT PLAN
BUILDINGS 21, 23, 31.**

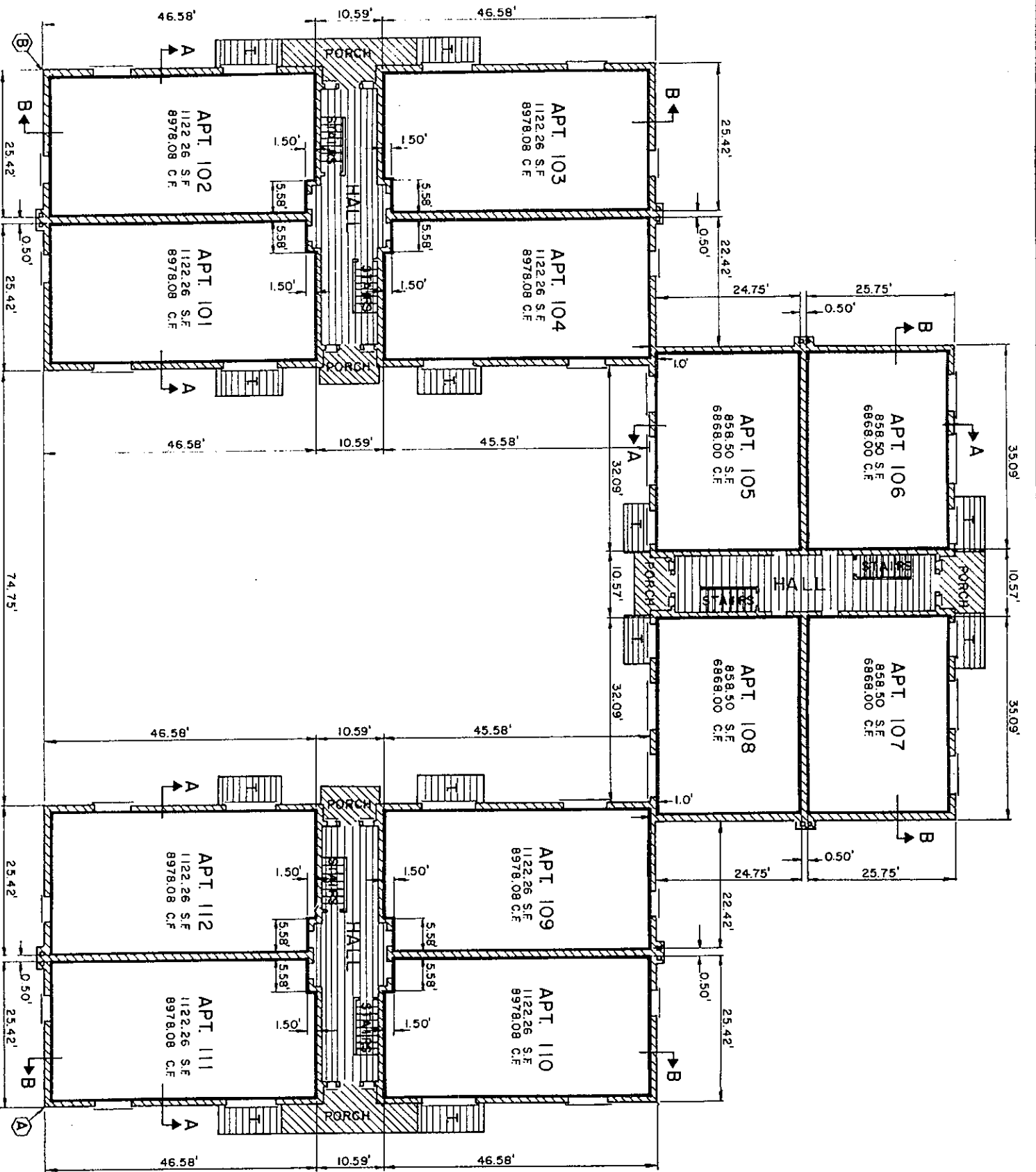
APPROVED

5.31.78

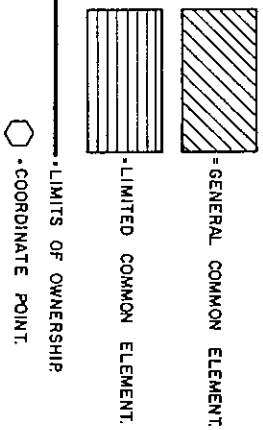
SCALE: 1/8" = 1'-0"



SCHULTZ ESTATES II
 REGISTERED LAND SURVEYOR
 37014 KELLY ROAD
 4806 FLEMING, MICHIGAN
 PHONE: 488-6113 FAX: 488-6849
 JUNE 19, 1978



FIRST FLOOR PLAN BUILDING 21



NOTE= ALL EXTERIOR WALLS ARE 0.75'
T= TERRACE, LIMITED COMMON ELEMENT

NOTE= COORDINATE POINT B = X=394.717 Y=1077.79
BUILDING BEARING COORDINATE POINT A TO B= NORTH.

APPROVED

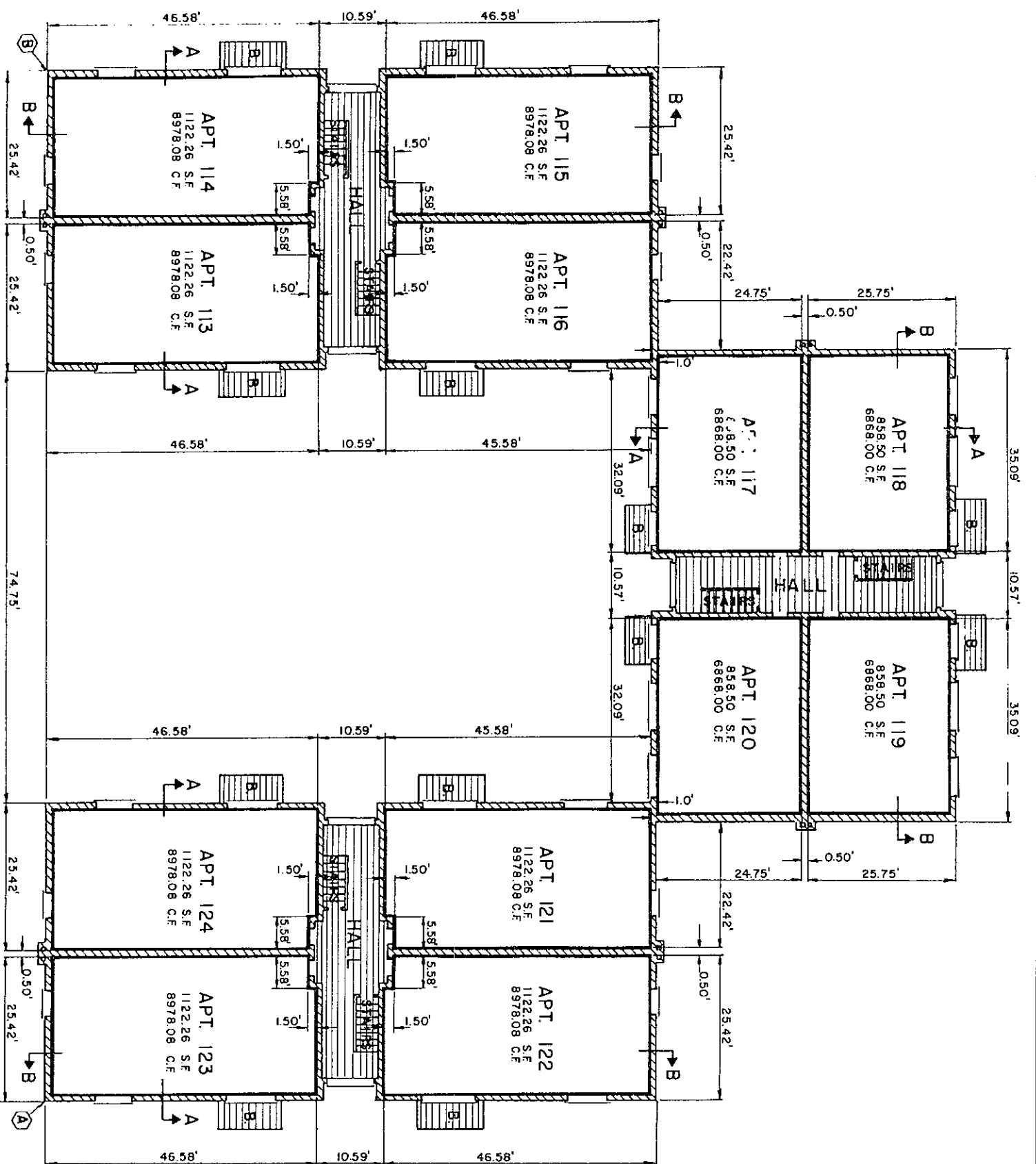
JUN 19 1978



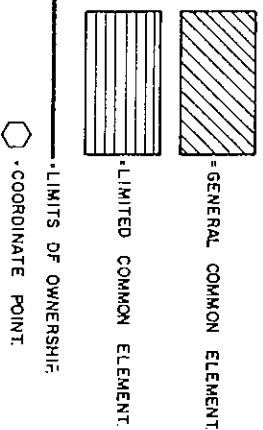
SCHULTZ ESTATES II
SCALE: 1/8" = 1'-0"

JUNE 19, 1978

ROBERT SHANKYDA
LICENSED PROFESSIONAL ENGINEER
3704 KELLY ROAD
MT. CLEMENS, MICHIGAN
48043
PHONE: 468-8113



**SECOND FLOOR PLAN
BUILDING 21**



NOTE - ALL EXTERIOR WALLS ARE 0.75'
B = BALCONY, LIMITED COMMON ELEMENT.

NOTE - COORDINATE POINT B = X = 3947.17 Y = 10777.9
BUILDING BEARING COORDINATE POINT A TO B = NORTH.

APPROVED

5/6/17

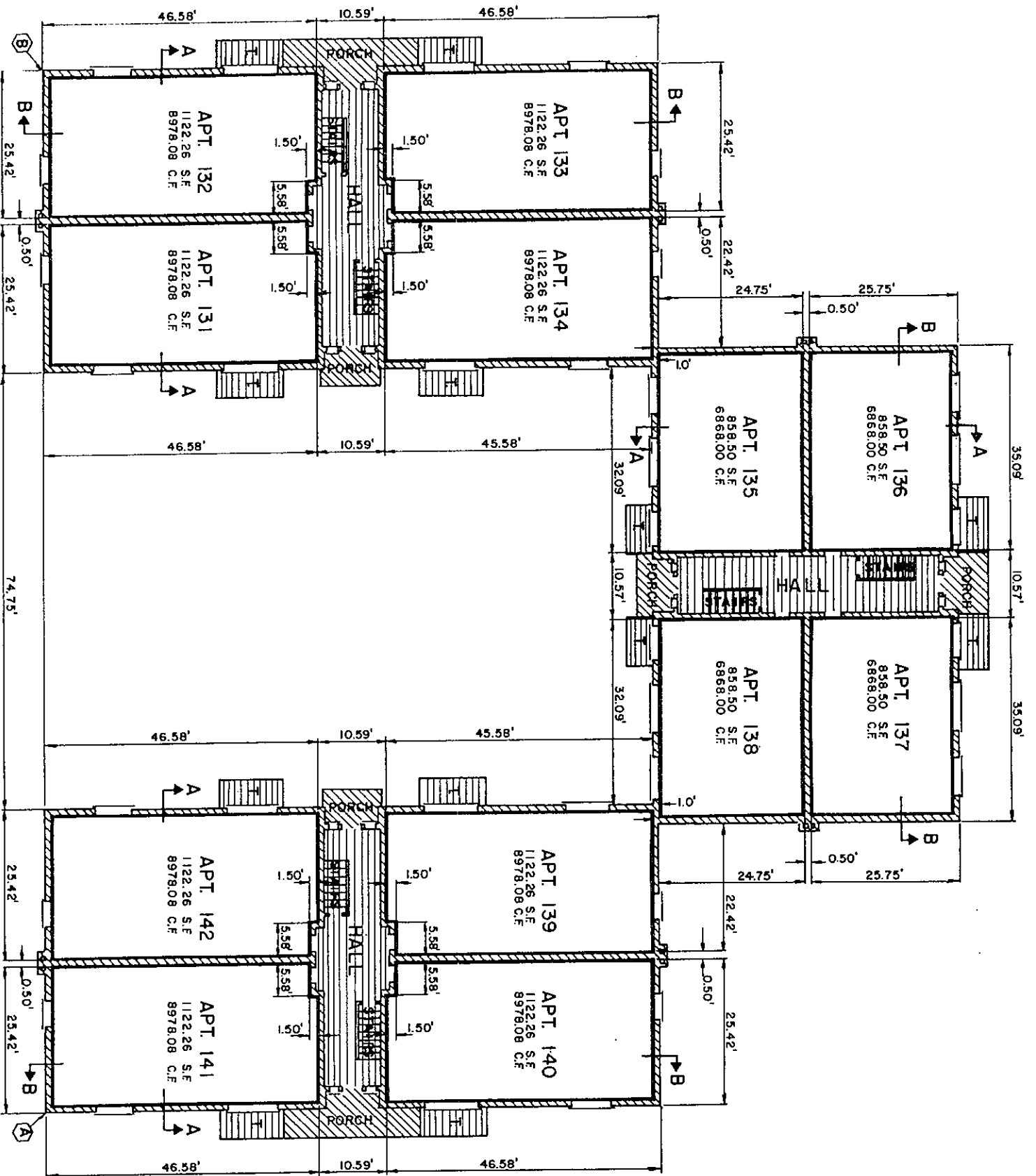
ROBERT SHANAYDA



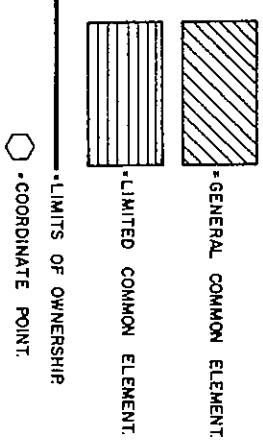
SCHULTZ ESTATES II
SCALE = 1/8" = 1'-0"

JUNE 19, 1978

ROBERT SHANAYDA
REGISTERED LAND SURVEYOR
37014 KELLY ROAD
MT. CLEMENS, MICHIGAN
PHONE: 468-6113



FIRST FLOOR PLAN
BUILDING 23



NOTE = ALL EXTERIOR WALLS ARE 0.75'
T = TERRACE, LIMITED COMMON ELEMENT

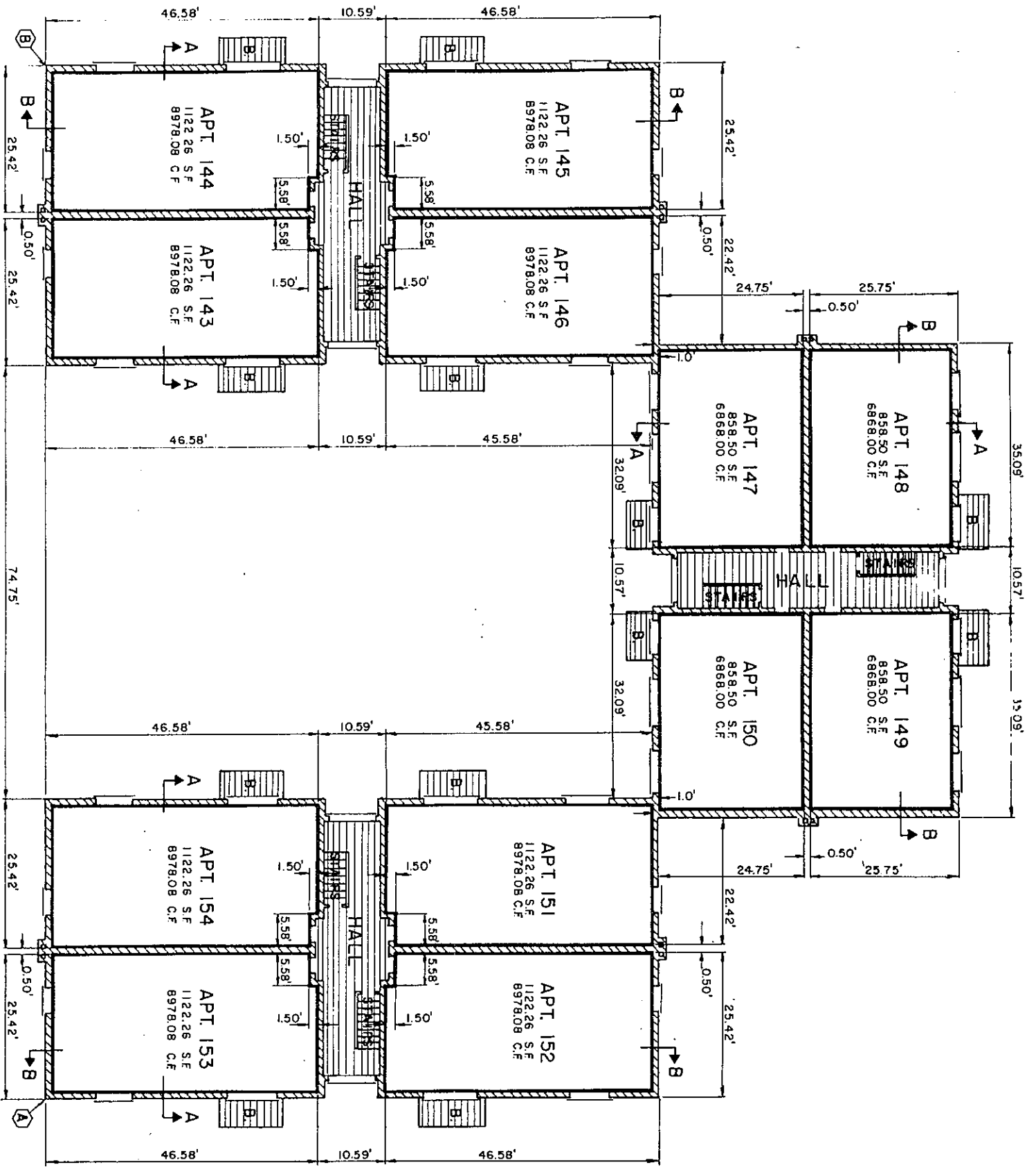
NOTE: COORDINATE POINT A = X=3789.17 Y=1598.05
BUILDING BEARING COORDINATE POINT A TO B =
S 00° 15' 10" W.

APPROVED
AUG 11 1978
K. J. SCHULTZ
REGISTERED ARCHITECT



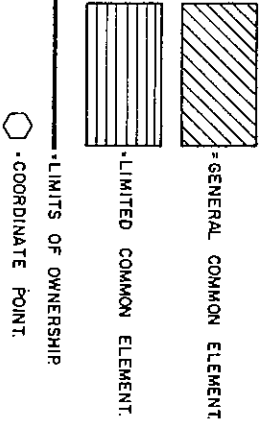
SCHULTZ ESTATES II
SCALE = 1/8" = 1'-0"

ROBERT SHANAYDA
REGISTERED LAND SURVEYOR
3704 KELLY ROAD
MT. CLEMENS, MICHIGAN
48043
PHONE: 468-6113



**SECOND FLOOR PLAN
BUILDING 23**

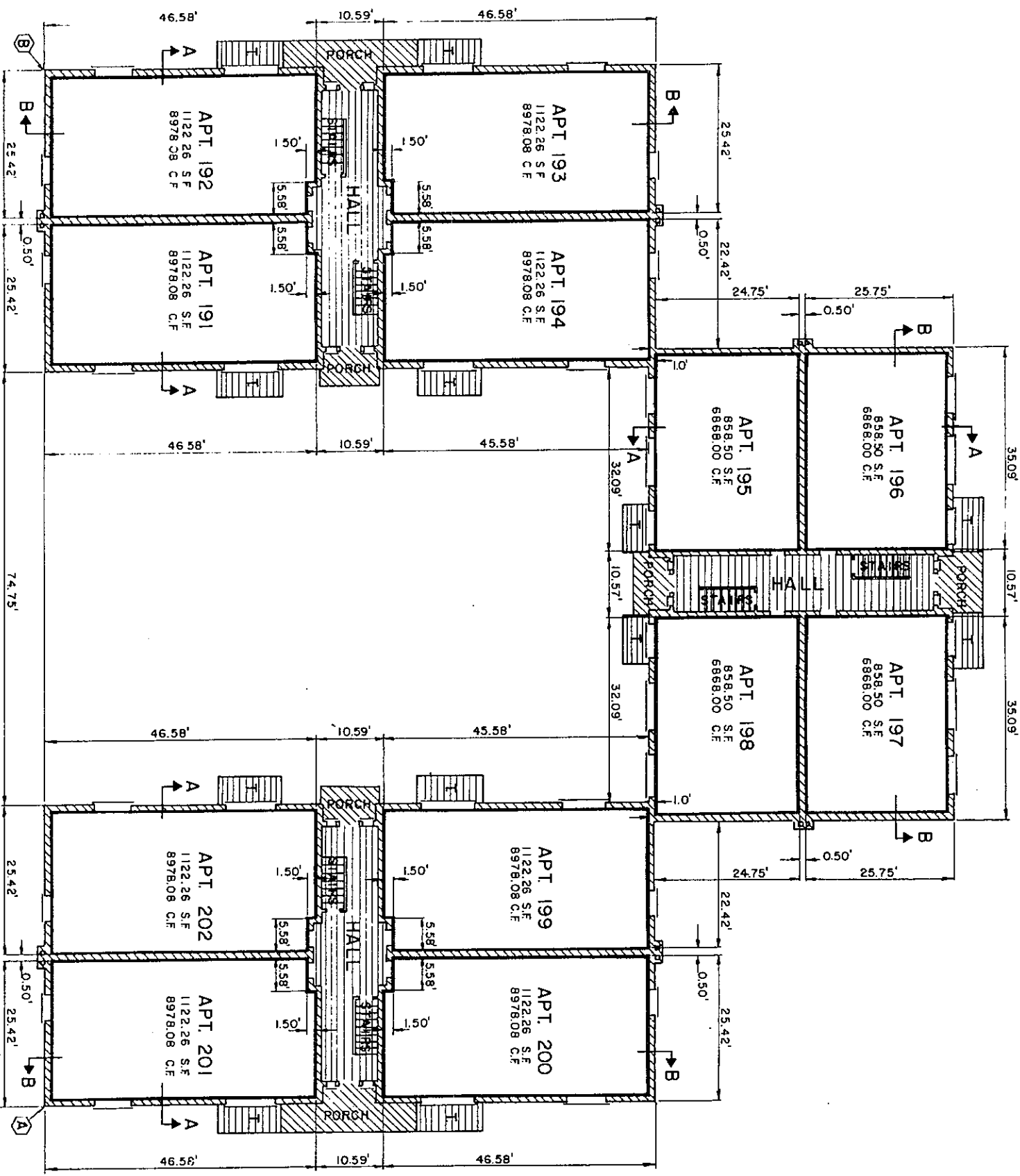
NOTE: ALL EXTERIOR WALLS ARE 0.75'
B = BALCONY, LIMITED COMMON ELEMENT.
NOTE: COORDINATE POINT A = X=3789.17 Y= 1598.05
BUILDING BEARING COORDINATE POINT A TO B =
S.00°15'10"W.



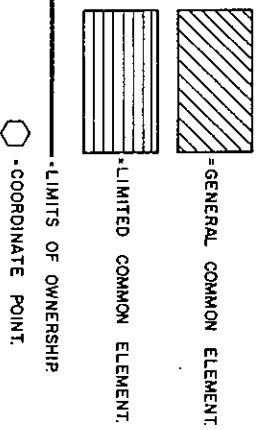
APPROVED
4.6.1.78
6.2.1.78



SCHULTZ ESTATES II
SCALE: 1/8" = 1'-0"
JUNE 19, 1978 PHONE: 468-4113



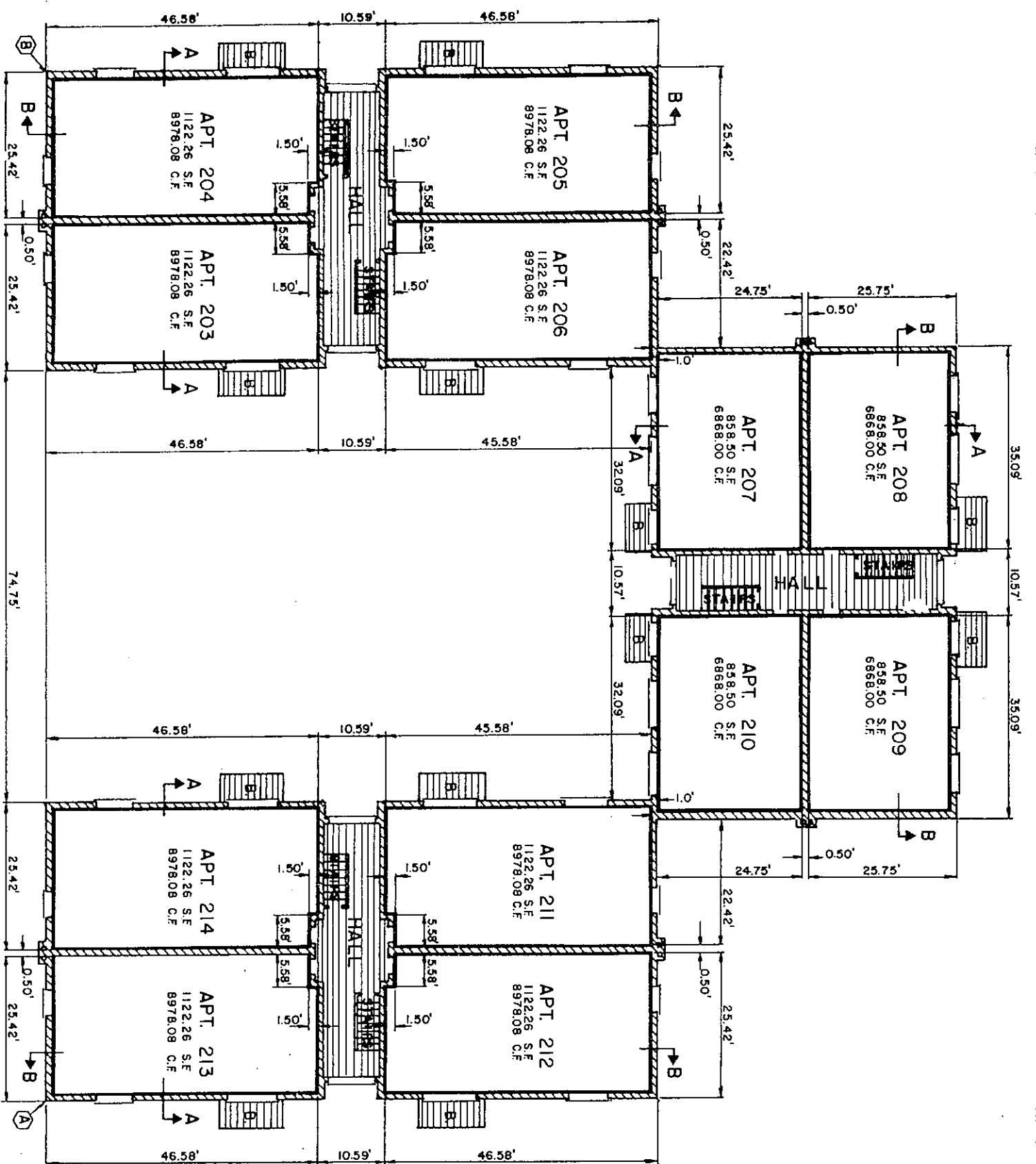
**FIRST FLOOR PLAN
BUILDING 31**



NOTE = ALL EXTERIOR WALLS ARE 0.75'
T = TERRACE, LIMITED COMMON ELEMENT
NOTE = COORDINATE POINT A = X = 2581.65 Y = 1589.72
BUILDING BEARING COORDINATE POINT A TO B =
S 00° 15' 10" W.

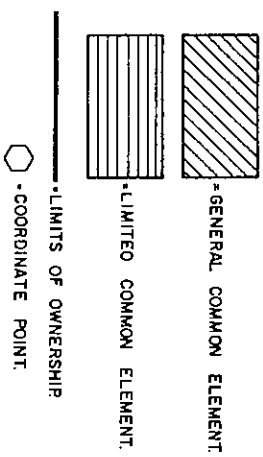
SCHULTZ ESTATES II
SCALE = 1/8" = 1'-0"
AFFECTED
4061-178
ROBERT SHANAYDA
REGISTERED LAND SURVEYOR
3704 KELLY ROAD
MT CLEMENS, MICHIGAN
48043
JUNE 19, 1978 PHONE: 468-6113





**SECOND FLOOR PLAN
BUILDING 31**

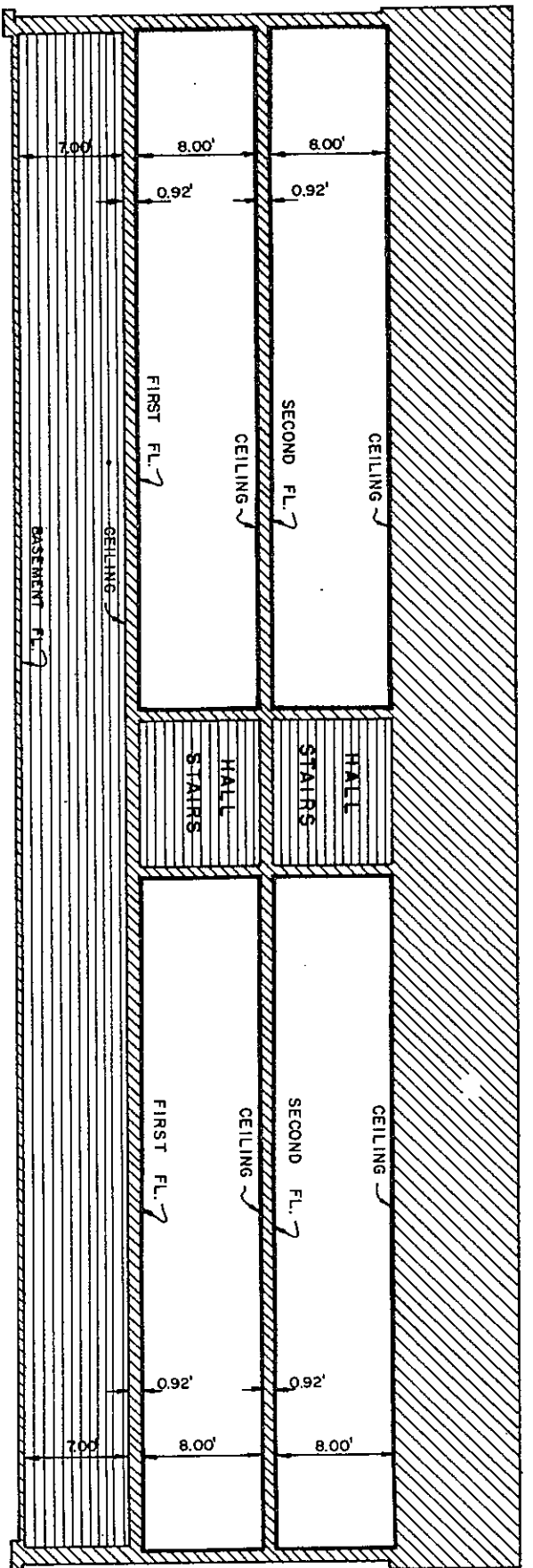
NOTE = ALL EXTERIOR WALLS ARE 0.75'
B = BALCONY, LIMITED COMMON ELEMENT.
NOTE * COORDINATE POINT A = X = 2581.65 Y = 1589.72
BUILDING BEARING COORDINATE POINT A TO B =
50° 15' 00" W.



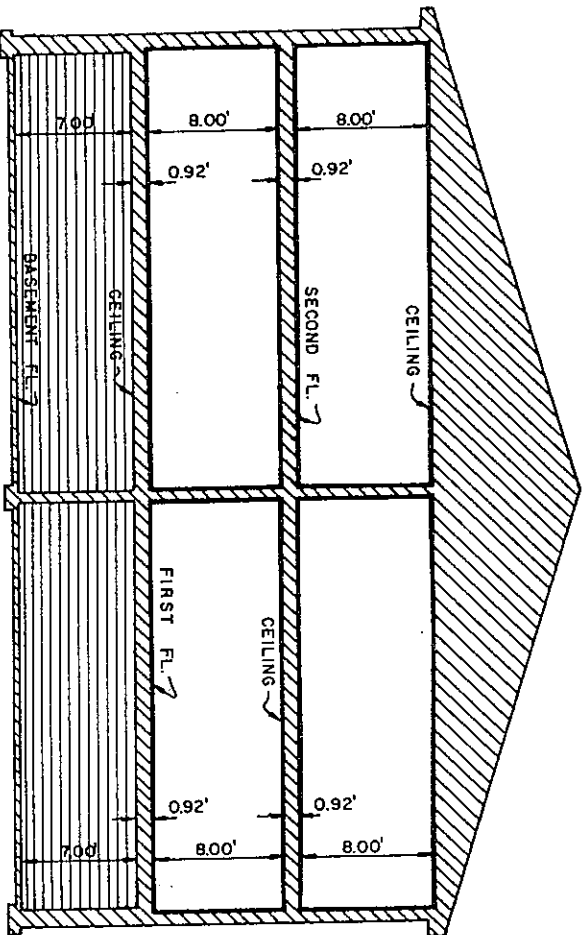
APPROVED



SCHULTZ ESTATES II
SCALE: 1/8" = 1'-0"
ROBERT SHANAYDA
REGISTERED LAND SURVEYOR
3104 KELLY ROAD
48025
TROY, MICHIGAN
PHONE: 468-8113
JUNE 19, 1978



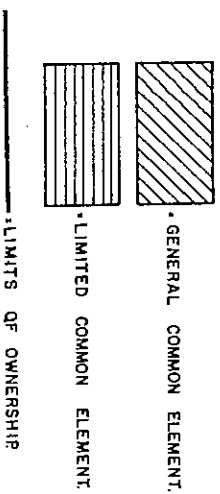
SECTION B-B



SECTION A-A

LEGEND SHOWING FLOOR ELEVATIONS ON U.S.G.S. DATA.

BUILDING	FIRST FL. ELEVATION	SECOND FL. ELEVATION
21	603.80	612.72
23	603.90	612.82
31	602.50	611.42



SCHULTZ ESTATES II

SCALE: 1/4" = 1'-0"

JUNE 19, 1978

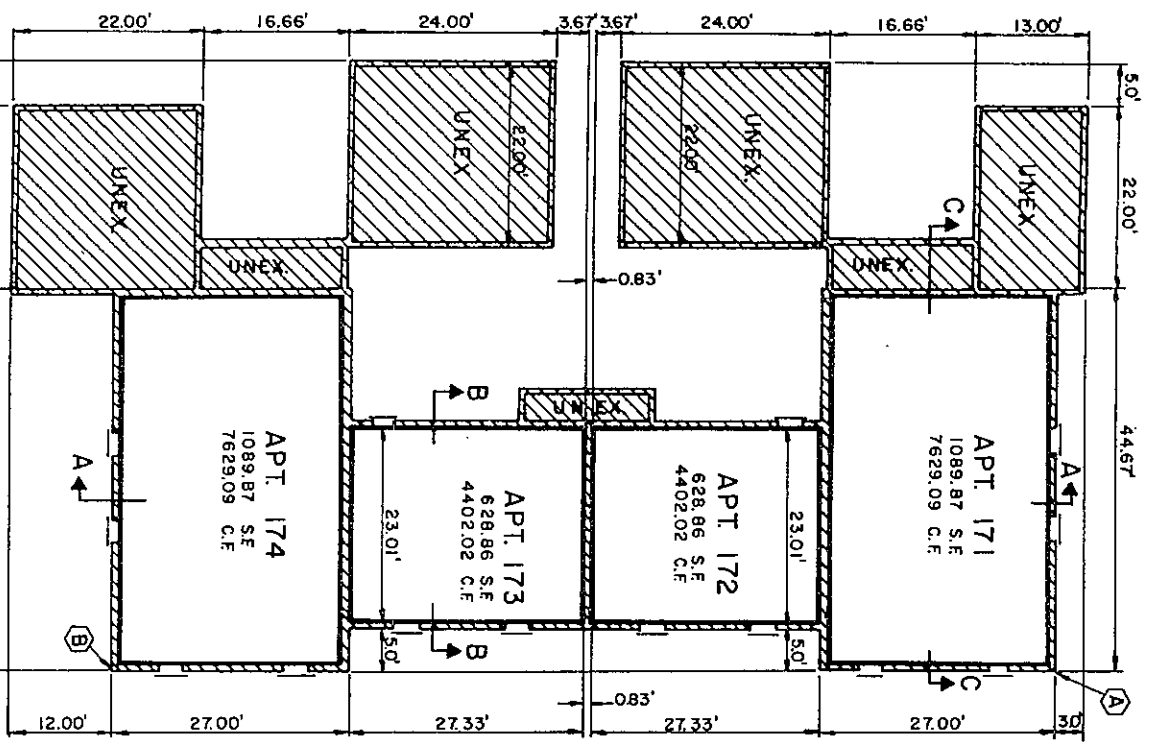
APPROVED

AUG 1, 1978

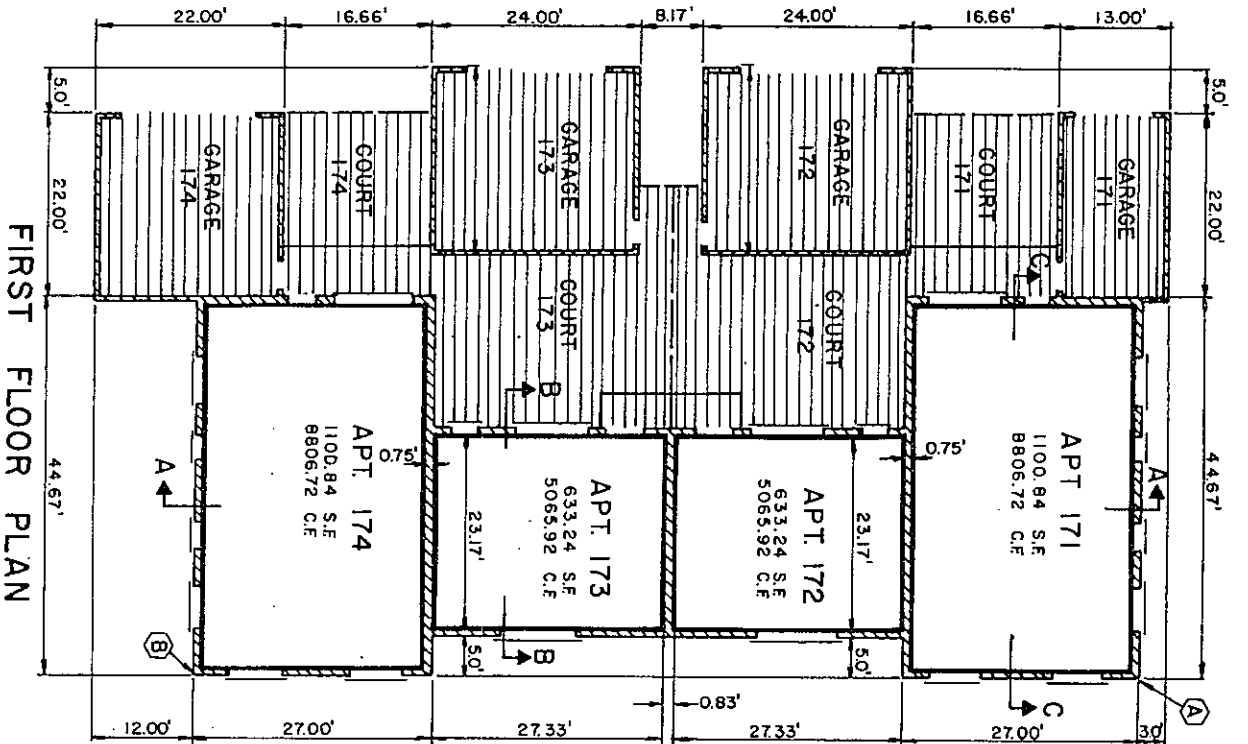
MICHAEL J. SCHULTZ



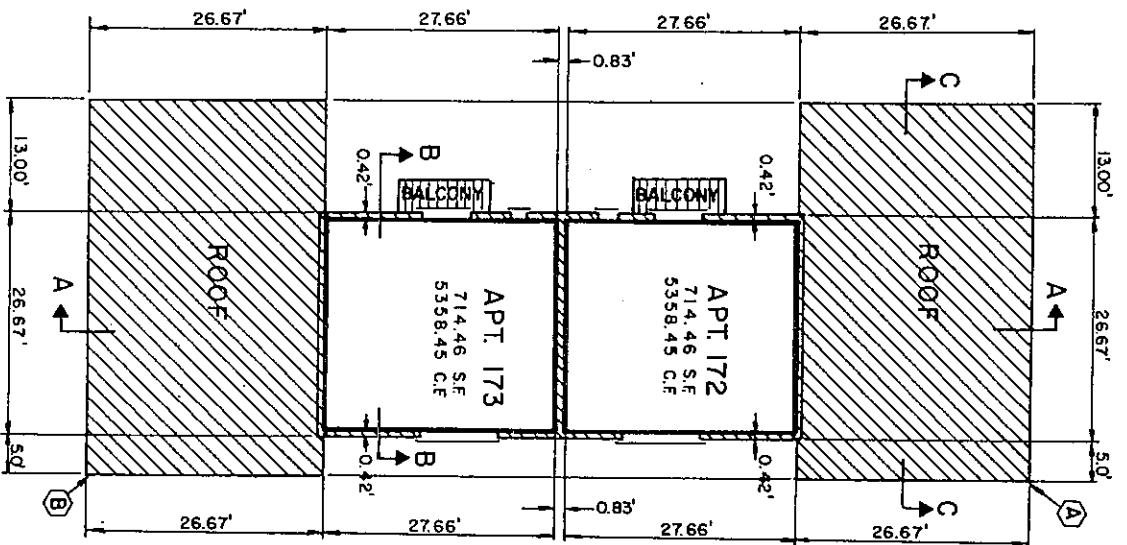
ROBERT SHANYODA
REGISTERED LAND SURVEYOR
37014 KELLY ROAD
MT. CLEMENS, MICHIGAN
48043
PHONE: 488-6113 485-4849




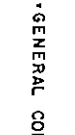


BASEMENT FLOOR PLAN



FIRST FLOOR PLAN



SECOND FLOOR PLAN

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

NOTE: ALL EXTERIOR BASEMENT WALLS ARE 0.83'

NOTE: ALL EXTERIOR FIRST FLOOR WALLS ARE 0.75'

BUILDING 27 COORDINATE POINT A = X = 3289.38 Y = 1632.85

BUILDING BEARING = COORDINATE POINT A TO B = S.04° 04' 00" E.

BUILDING 27

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

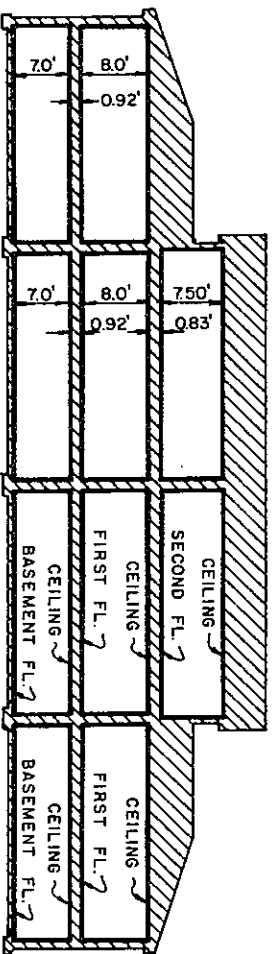
AFFIDAVIT

SCHULTZ ESTATES II

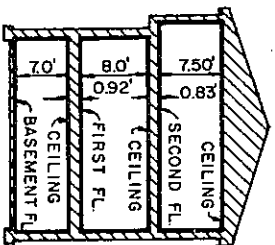
JUNE 19, 1978 PHONE: 468-6113 468-4843



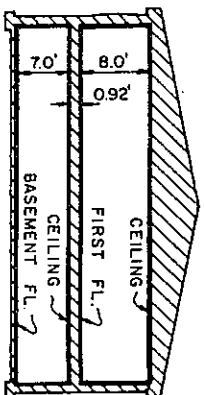
ROBERT SHANAYDA
REGISTERED LAND SURVEYOR
NO. 2401



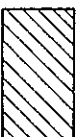
SECTION A-A



SECTION B-B



SECTION C-C



GENERAL COMMON ELEMENT.

LIMITS OF OWNERSHIP

FIRST FLOOR ELEVATION = 604.10 U.S.G.S. DATA.

BUILDING 27
SCALE: 1/8" = 1'-0"

APPROVED

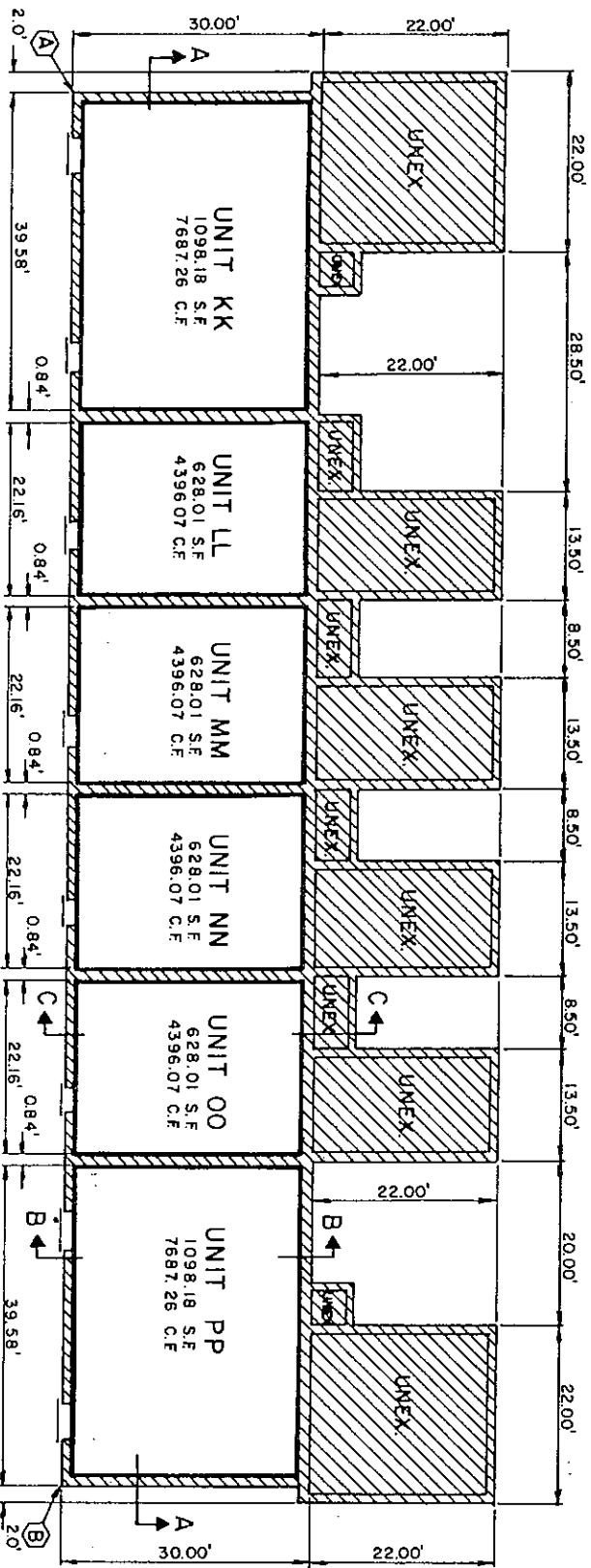
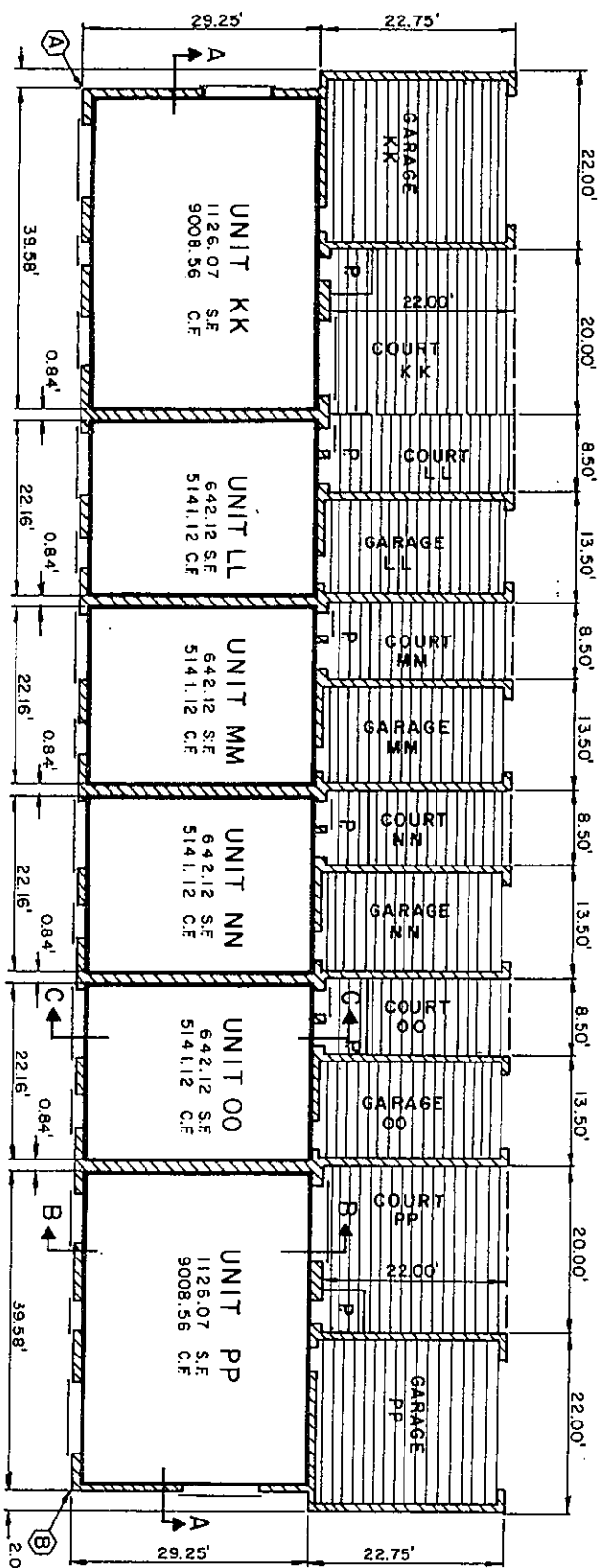
DATE: 7/8



SCHULTZ ESTATES II

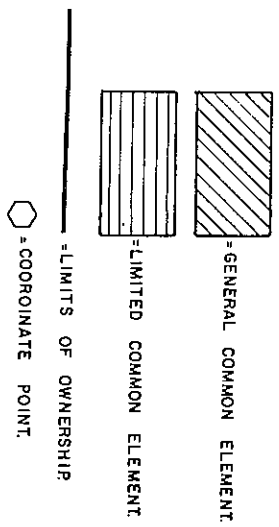
JUNE 19, 1978

ROBERT SHANAYDA
REGISTERED LAND SURVEYOR
37014 KELLY ROAD
MT CLEMENS, MICHIGAN
48043
PHONE: 488-6113 485-4449



NOTE - ALL EXTERIOR BASEMENT WALLS ARE 0.83'
 NOTE - ALL EXTERIOR FIRST FLOOR WALLS ARE 0.75'
 NOTE - P = PORCH, LIMITED COMMON ELEMENT.

NOTE - FOR APARTMENT NUMBERING AND FLOOR ELEVATIONS SEE SHEET 30.



BUILDINGS 20, 29.
 SCALE = 1/8" = 1'-0"

APPROVED

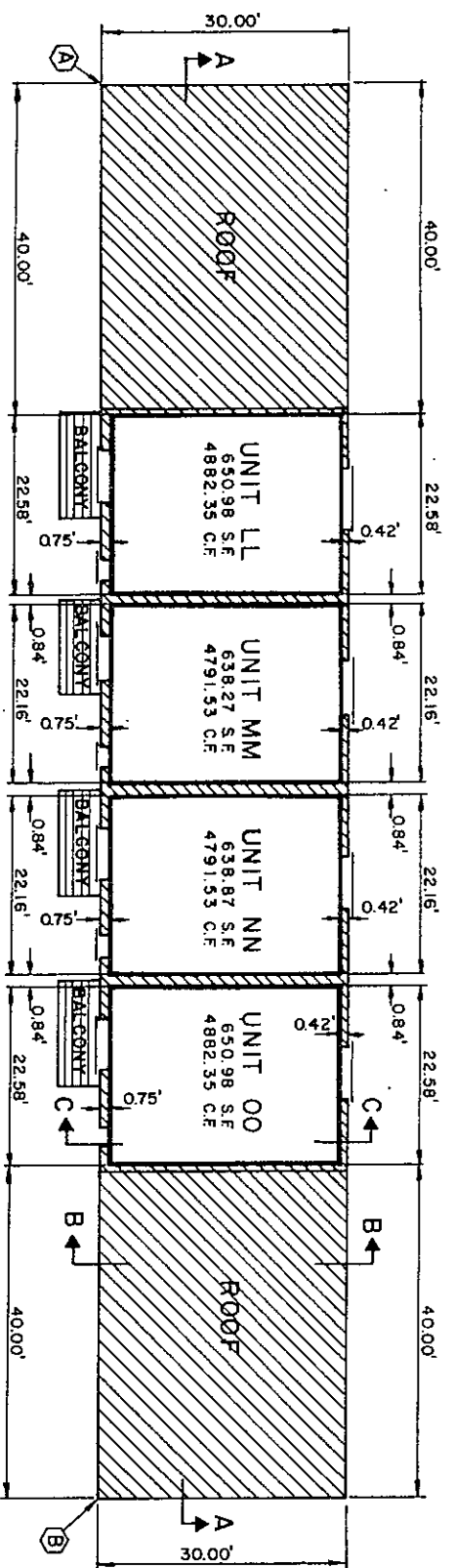
2011 8

2011 8

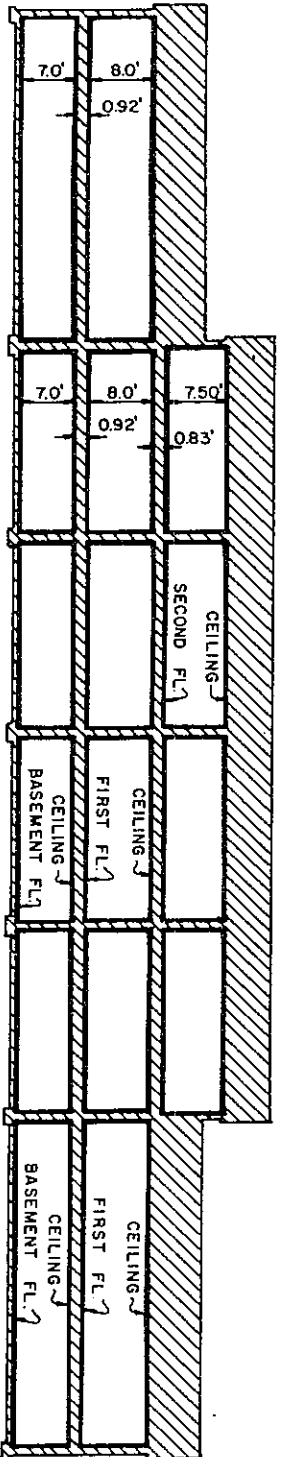


SCHULTZ ESTATES II

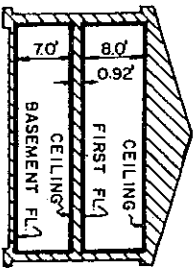
ROBERT SHANYDA
 REGISTERED LAND SURVEYOR
 37014 KELLY ROAD
 MT. CLEMENS, MICHIGAN
 48043
 PHONE - 488-8113 FAX - 488-4849



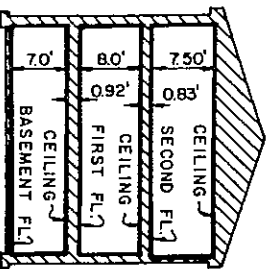
SECOND FLOOR PLAN



SECTION A - A



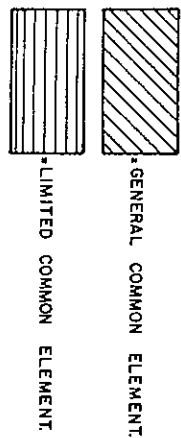
SECTION B - B



SECTION C - C

BUILDING NUMBER	FIRST FLOOR ELEVATION
20	604.00
29	603.50

LEGEND OF FIRST FLOOR ELEVATION ON U.S.G.S. DATA.



NOTE = FOR APARTMENT FLOOR PLANS, SQUARE FOOTAGE AND CUBIC FOOTAGE SEE SHEET 29.

SCHEDULE OF APARTMENT NUMBERS.

BUILDING NUMBER	UNIT KK	UNIT LL	UNIT MM	UNIT NN	UNIT OO	UNIT PP
20	100	99	98	97	96	95
29	186	185	184	183	182	181

SCHEDULE OF BUILDING COORDINATES

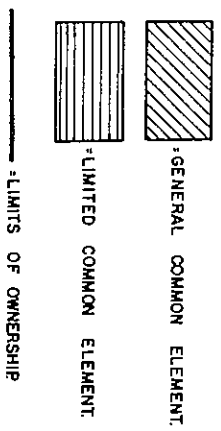
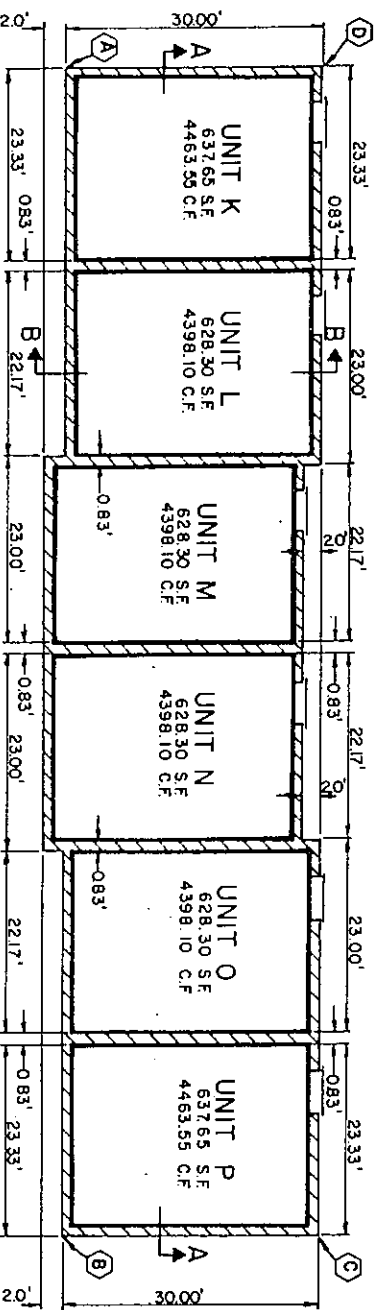
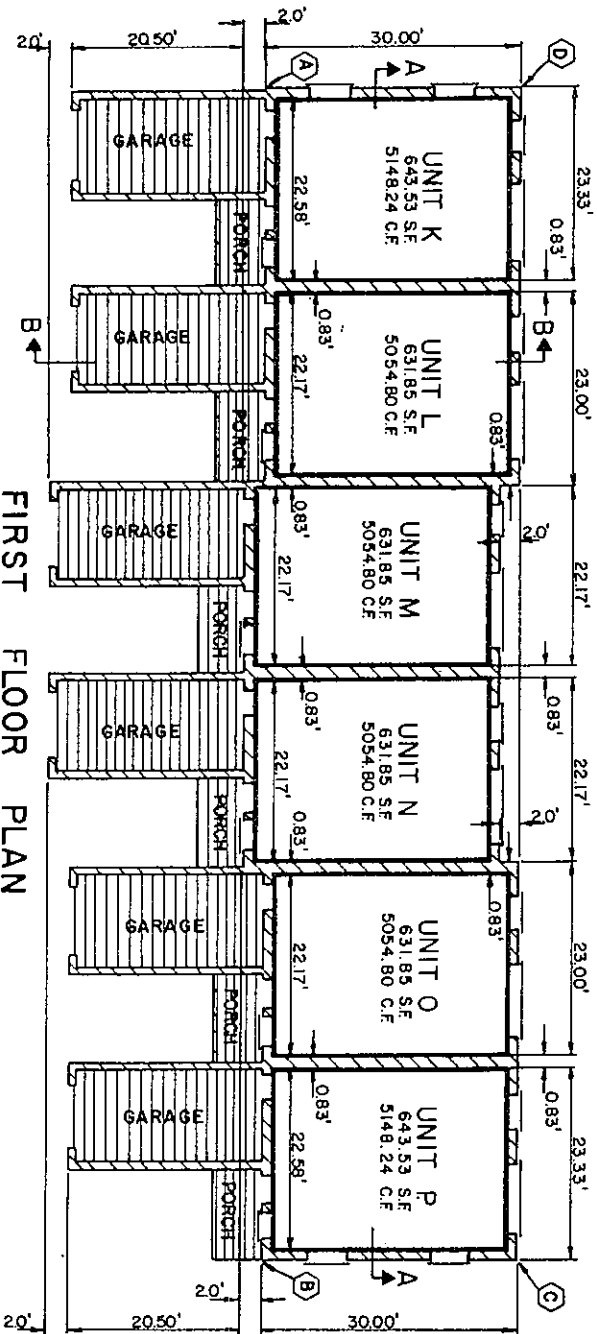
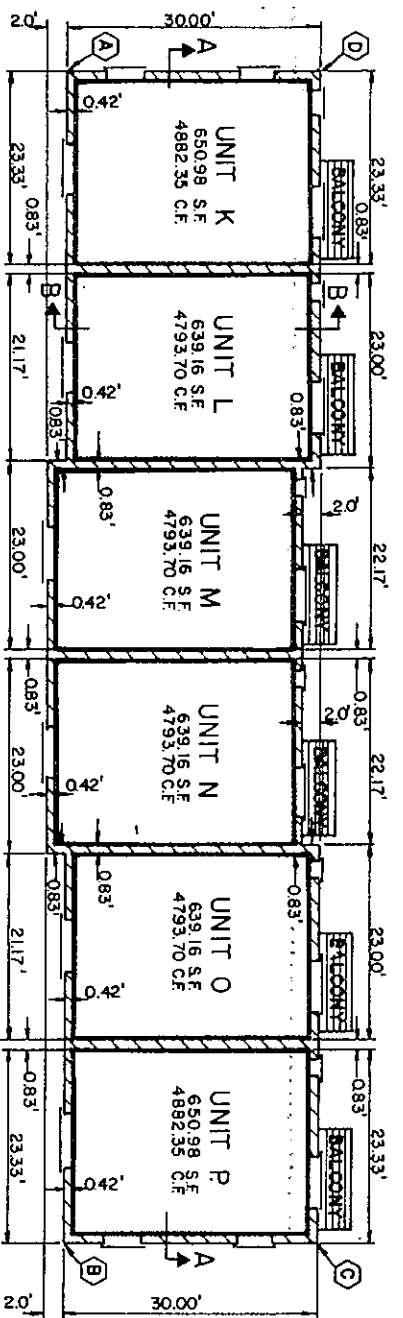
BUILDING NUMBER	COORD. POINT	NORTH (X)	EAST (Y)	BUILDING BEARING POINT A TO B
20	A	3607.00	1090.12	S.89°53'15"E.
29	B	2948.03	1502.34	N.82°00'00"W.

SCHULTZ ESTATES II
SCALE=1/8" = 1'-0"
JUNE 19, 1978

APPROVED
AUG 1, '78



ROBERT SHANAVDA
REGISTERED LAND SURVEYOR
37014 KELLY ROAD
MT. CLEMENS, MICHIGAN
48042
PHONE: 468-8113 468-4848



NOTE: ALL EXTERIOR BASEMENT WALLS ARE 0.83'
 NOTE: ALL EXTERIOR FIRST FLOOR WALLS ARE 0.75'
 NOTE: ALL EXTERIOR SECOND FLOOR WALLS ARE 0.75'
 UNLESS OTHERWISE NOTED.
 NOTE: FOR APARTMENT NUMBERING AND FLOOR ELEVATIONS SEE SHEET 9.

TYPICAL FLOOR PLANS
 BUILDINGS 32, 39, 40, 42, 47, 48
 SCALE: 1/8" = 1'-0"

APPROVED

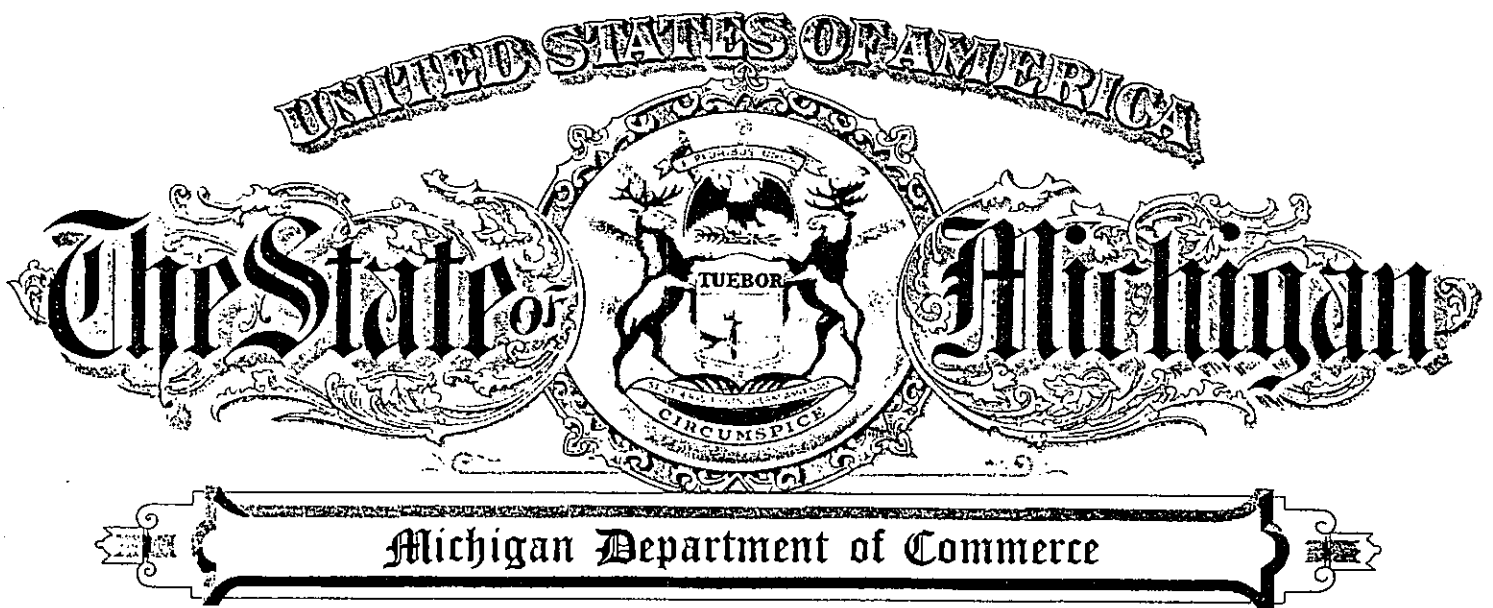
2.6.1. 8

DATE



SCHULTZ ESTATES II

ROBERT SHANYDA
 REGISTERED LAND SURVEYOR
 3704 KELLY ROAD
 N. CLEVELAND, MICHIGAN
 PHONE 466-8713



Lansing, Michigan

To All To Whom These Presents Shall Come:

*I, Richard K. Helmbrecht, Director, Michigan Department of Commerce,
Do Hereby Certify That Articles of Incorporation of _____*

SCHULTZ ESTATES II ASSOCIATION

*were duly filed in this office on the 22nd day of November, 19 77,
in conformity with Act 284, Public Acts of 1972, as amended, and Act 327, Public
Acts of 1931, as amended.*

*In testimony whereof, I have hereunto set my
hand and affixed the Seal of the Department,
in the City of Lansing, this 22nd day
of November, 19 77.*

Richard K. Helmbrecht
Director

**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, and Act No. 284 of the Public Acts of 1972, as follows:

ARTICLE I

The name of the corporation is Schultz Estates II 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 Schultz Estates II, 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 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: 521 Sheldon Road, Grosse Pointe Shores, Macomb County, Michigan.

Post office address of the first registered office is: 521 Sheldon Road, Grosse Pointe Shores, Michigan 48236.

ARTICLE IV

The name of the first resident agent is: Edward Schultz.

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:

Essel W. Bailey, Jr., 35th Floor, 400 Renaissance Center, Detroit, Michigan 48243
William T. Myers, 35th Floor, 400 Renaissance Center, Detroit, Michigan 48243
George J. Mager, Jr., 35th Floor, 400 Renaissance Center, Detroit, Michigan 48243

ARTICLE VII

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

Edward Schultz, 521 Shelden Rd., Grosse Pointe Shores, Michigan 48236
Thomas Schultz, 521 Shelden Rd., Grosse Pointe Shores, Michigan 48236
Jeanette J. Walz, 521 Shelden Rd., Grosse Pointe Shores, Michigan 48236

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-co-owner 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 19th day of October, 1977.

/s/ Essel W. Bailey, Jr.
Essel W. Bailey, Jr.

/s/ William T. Myers
William T. Myers

/s/ George J. Mager, Jr.
George J. Mager, Jr.

**SCHULTZ ESTATES II
ASSOCIATION BYLAWS**

ARTICLE I

ADOPTION OF CONDOMINIUM BYLAWS

The Bylaws of Schultz Estates II (hereinafter known as the Condominium Bylaws) as attached to the Master Deed and recorded in Liber 2912, Pages 190 through 227, Macomb County Records, are hereby incorporated by reference and adopted in their entirety as a part of the Bylaws of this corporation.

ARTICLE II

MEETINGS

Section 1. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the co-owners as may be designated by the Board of Directors. Voting shall be as provided in the Condominium Bylaws. Meetings of the Association shall be conducted in accordance with Sturgis' Code of Parliamentary Procedure, Roberts Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Articles of Incorporation, the Bylaws of the Corporation, the Condominium Master Deed or the law of the State of Michigan.

Section 2. The first annual meeting of members of the corporation shall be held in accordance with Article I, Section 6 of the Condominium Bylaws. The date, time and place of the First Annual Meeting shall be set by the Board of Directors, and at least fifteen (15) days' written notice thereof shall be given to each co-owner. Thereafter, the annual meetings of members of the Association shall be held on the third Tuesday of March each succeeding year at such time and place as shall be determined by the Board of Directors. At such meetings there shall be elected by ballot of the co-owners a Board of Directors in accordance with the requirements of Article III of these Bylaws. The co-owners may also transact at annual meetings such other business of the Corporation as may properly come before them.

Section 3. It shall be the duty of the President to call a special meeting of the co-owners as directed by resolution of the Board of Directors or upon a petition signed by one-third (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 ten (10) days but not more than sixty (60) days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each co-owner at the address shown in the notice required to be filed with the Association by Article I, Section 2(e) 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 or officers, partners, trustees, employees or agents of 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 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 the First Meeting of Members of the corporation, the Board of Directors shall be increased in size from three persons to five persons. At such First Meeting three directors shall be elected for a term of two years and two directors shall be elected for a term of one year. At such first meeting all nominees shall stand for election as one slate and the three persons receiving the highest number of votes shall be elected for a term of three years and the two persons receiving the next highest number of votes shall be elected for a term of one year. At each Annual Meeting of the corporation held thereafter, either three or two directors shall be elected depending upon the number of directors whose terms expire. The term of office (except for the original Board of Directors and two of the directors elected at the First Annual Meeting of Members, if the First Annual Meeting is held on any day other than the third Tuesday of March) of each director shall be two years. The directors shall hold office until their successors have been elected and hold their first meeting.

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

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

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

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

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

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

Section 9. Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meetings of the Board shall be deemed 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 10. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such Director for purposes of determining a quorum.

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

ARTICLE IV

OFFICERS

Section 1. The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Vice President, Secretary and a Treasurer. The directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary. Any two 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 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 the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time to time, be designated by the Board of Directors.

Section 8. 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

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 VI

FINANCE

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

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

Section 3. The funds of the corporation shall be deposited in such bank as may be designated by the Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time.

ARTICLE VII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. Every director and every officer of the corporation shall be indemnified by the corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be 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 apply only if the Board of Directors (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the 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. At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all co-owners thereof.

ARTICLE VIII

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 simple majority of the co-owners present in person, by proxy or written vote as such vote is defined in Article I, Section 2(i) of the Condominium Bylaws. "

Section 2. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or by one-third 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. Prior to the First Annual Meeting of Members, these Bylaws may be amended by the Board of Directors of the Association upon proposal of amendments by the Developer without approval from any person other than the Michigan Department of Commerce to make such amendments as shall not increase or decrease the benefits or obligations or materially affect the rights of any member of the Association.

Section 5. Any amendment to these Bylaws shall become effective upon adoption of the same in accordance with Section 1 of this Article VIII without approval by the State of Michigan and without recording in the office of the Register of Deeds.

Section 6. A copy of each amendment to these Bylaws shall be furnished to every member of the Association after adoption.

ARTICLE IX

COMPLIANCE

Section 1. 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.

This Declaration is made this 27th day of January, 1975.

RECITALS:

1. Schultz Homes Incorporated, a Michigan corporation, ("Declarant") proposes to establish Schultz Estates, a condominium project, by the recording of a Master Deed thereof in the office of the Macomb County Register of Deeds. Such condominium project will be established on the following described land owned by Declarant which is more particularly shown on Exhibit "A" hereto:

A parcel of land being a part of the West 1/2 of Section 8, T2N, R13E, Clinton Township, Macomb County, Michigan, and being more particularly described as follows:

Commencing at the West 1/4 corner of said Section 8; thence S00°08'50"W along the West line of Section 8, 144.95 feet; thence S68°56'40"E along the centerline of Canal Road 722.84 feet to the point of beginning of property herein described; thence S68°56'40"E along the centerline of Canal Road 1.84 feet; thence S69°15'40"E along the centerline of Canal Road 269.00 feet; thence N18°23'24"E 534.08 feet to point of curve; thence along the arc of a curve to the Left 202.25 feet; radius of 369.00 feet delta 31°24'14" chord bearing N02°41'20"E chord distance of 199.73 feet; thence N13°00'48"W 77.44 feet; thence S74°28'54"E 372.85 feet; thence N75°35'09"E 225.00 feet; thence N11°28'20"E 328.92 feet; thence N00°11'09"E 190.00 feet; thence N89°48'51"W 323.17 feet to point of curve; thence along the arc of a curve to the Right, 218.68 feet radius of 306.00 feet delta 40°56'48" chord bearing N69°20'28"W chord distance of 214.06 feet; thence along the arc of a curve to the Left 244.03 feet radius of 654.00 feet delta 21°22'44" chord bearing S29°59'44"W chord distance of 242.62 feet; thence N71°47'58"W 178.21 feet to point of curve; thence along the arc of a curve to the Right 173.32 feet radius of 206.00 feet delta 48°12'23" chord bearing N47°41'39"W chord distance of 168.25 feet; thence N23°35'35"W 81.25 feet; thence along the arc of a curve to the Right 137.22 feet radius of 276.00 feet delta of 28°29'07" chord bearing of S77°44'31"W chord distance of 135.81 feet; thence N88°00'57"W 283.46 feet to point of curve; thence along the arc of curve to the Right 54.45 feet radius of 40.00 feet delta of 78°00'00" chord bearing N49°00'56"W chord distance of 50.35 feet; thence S83°34'39"W 46.70 feet; thence N89°58'45"W 259.00 feet; thence S00°05'45"W along the West line of Section 8 and centerline of Garfield Road 300.69 feet; thence S89°54'15"E 675.91 feet; thence S00°06'45"W 971.32 feet to the point of beginning.

(Hereinafter known as Parcel No. 1)

2. Declarant is also the owner of land contiguous to Parcel No. 1 which it proposes to develop for residential use and which land is shown on Exhibit "A" hereto and is more particularly described as follows:

A parcel of land being a part of the West 1/2 of Section 8, T2N, R13E, Clinton Township, Macomb County, Michigan, and being more particularly described as follows:

Commencing at the West 1/4 corner of said Section 8, thence S00°08'50"W along the West line of Section 8, 144.95 feet; thence S68°56'40"E along the centerline of Canal Road 722.84 feet to the point of beginning of property herein described; thence S68°56'40"E along the centerline of Canal Road 1.84 feet; thence S69°15'40"E along the centerline of Canal Road 869.17 feet; thence N17°18'00"E along the centerline of Greenfield Road 373.28 feet; thence N56°06'00"E along the centerline of Greenfield Road 1329.22 feet; thence N00°21'00"W along the North and South 1/4 line of Section 8, 568.00 feet; thence N89°44'50"W, 1348.63 feet; thence N00°15'10"E, 1693.93 feet; thence West along the centerline of 19-Mile Road 678.72 feet; thence S00°06'45"W, 1481.79 feet; thence N89°58'45"W 417.09 feet; thence S00°05'45"W, 302.49 feet; thence N89°58'45"W 259.00 feet; thence S00°05'45"W along the West line of Section 8, 300.69 feet; thence S89°54'15"E, 675.91 feet; thence S00°06'45"W, 971.32 feet to the point of beginning (excepting Parcel No. 1 described above).

(Hereinafter known as Parcel No. 2)

3. Declarant wishes to declare easements over Parcel No. 1 for purposes of ingress and egress to Parcel No. 2 and for purposes of connection to and extension of underground utilities installed in Parcel No. 1.

DECLARATION OF EASEMENTS:

NOW, THEREFORE, Declarant hereby declares and grants the following easements over Parcel No. 1 for the perpetual use and benefit of the owners of Parcel No. 2, their successors, assigns, invitees, employees, guests, licensees and other authorized persons. These easements shall be perpetual and shall run with the land:

A. Roadway Easements - Declarant declares and grants perpetual easements for purposes of ingress and egress to Parcel No. 2 over Edloytom Way and Todd Mark Lane as the same are designated on the Site Plan of Parcel No. 1 attached hereto as Exhibits B(1) and

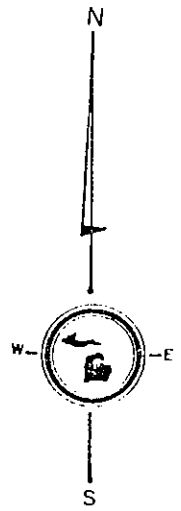
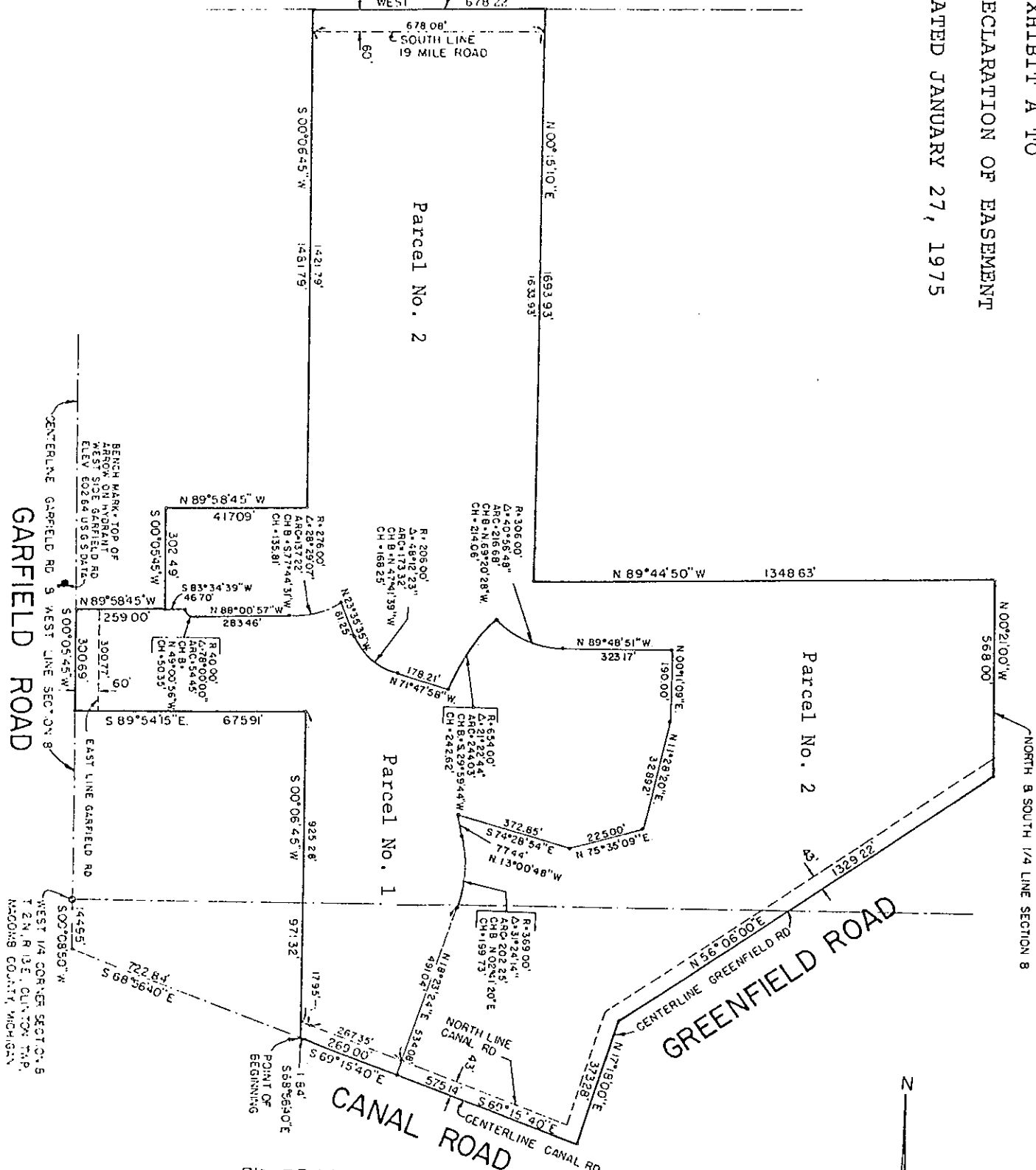
B(2). Declarant also reserves the right to more precisely define the location of the ingress and egress easements herein declared by causing a survey thereof to be made by a registered land surveyor and by recording a legal description of the easements so surveyed in the office of the Macomb County Register of Deeds and all persons now or hereafter interested, (whether as owner, mortgagee or otherwise) in Parcel No. 1 and Parcel No. 2 or any portion or portions thereof shall be deemed to have irrevocably and unanimously consented to such definition and recordation and such persons hereby appoint Declarant or its successors or assigns as their agent and attorney for purpose of effectuating the foregoing. All expenses of maintenance, repair, replacement and resurfacing of Edloytom Way or Todd Mark Lane as the same are designated on the attached Site Plan of Parcel No. 1 shall be shared by the owners of Parcel No. 1 and Parcel No. 2. The owners and their successors of Parcel No. 2 shall be responsible from time to time for payment of a proportionate share of said expenses, which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of dwelling units on Parcel No. 2 whose closest means of access to a public road is over Todd Mark Lane or Edloytom Way and the denominator of which is the number of such units plus the number of completed dwelling units on Parcel No. 1, and the balance of such expenses shall be paid by the owners and their successors of Parcel No. 1. Declarant hereby disclaims any intent to dedicate the easements created hereby to the public.

B. Utility Easements - Declarant hereby declares perpetual easements for the benefit of the owners, their successors and assigns as owners of Parcel No. 2 or any portion or portions thereof to utilize, tap, tie into, extend and enlarge all utility mains located on Parcel No. 1, and as shown on the Utility Plan of Parcel No. 1 attached hereto as Exhibits C(1) and C(2), including but not limited to, water, gas, storm and sanitary sewer mains. In the event that any such tapping, tying-in, extension or enlargement requires the disturbance of land included within Parcel No. 1, the owners and their successors and assigns

EXHIBIT A TO
 DECLARATION OF EASEMENT
 DATED JANUARY 27, 1975

19 MILE ROAD

CENTERLINE 19 MILE RD & NORTH LINE SECTION 8



SURVEYORS CERTIFICATE

THIS IS TO CERTIFY THAT I HAVE SUPERVED THE PROPERTY
 HEREIN DESCRIBED AND THAT THERE ARE NO EXISTING
 ENCROACHMENTS UPON THE LANDS AND PROPERTY DESCRIBED
 DATE 4.6.12.1974

ROBERT STANLEY
 REGISTERED LAND SURVEYOR
 REGISTRATION NO. 13556
 23 CASS AVENUE, SUITE 205
 MT CLEMENS, MICHIGAN
 48043

SURVEY OF PARCEL NO. 1
 AND PARCEL NO. 2
 SCALE 1"=150'



ROBERT STANLEY
 REGISTERED LAND SURVEYOR
 STATE OF MICHIGAN

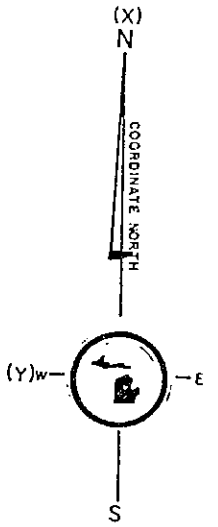
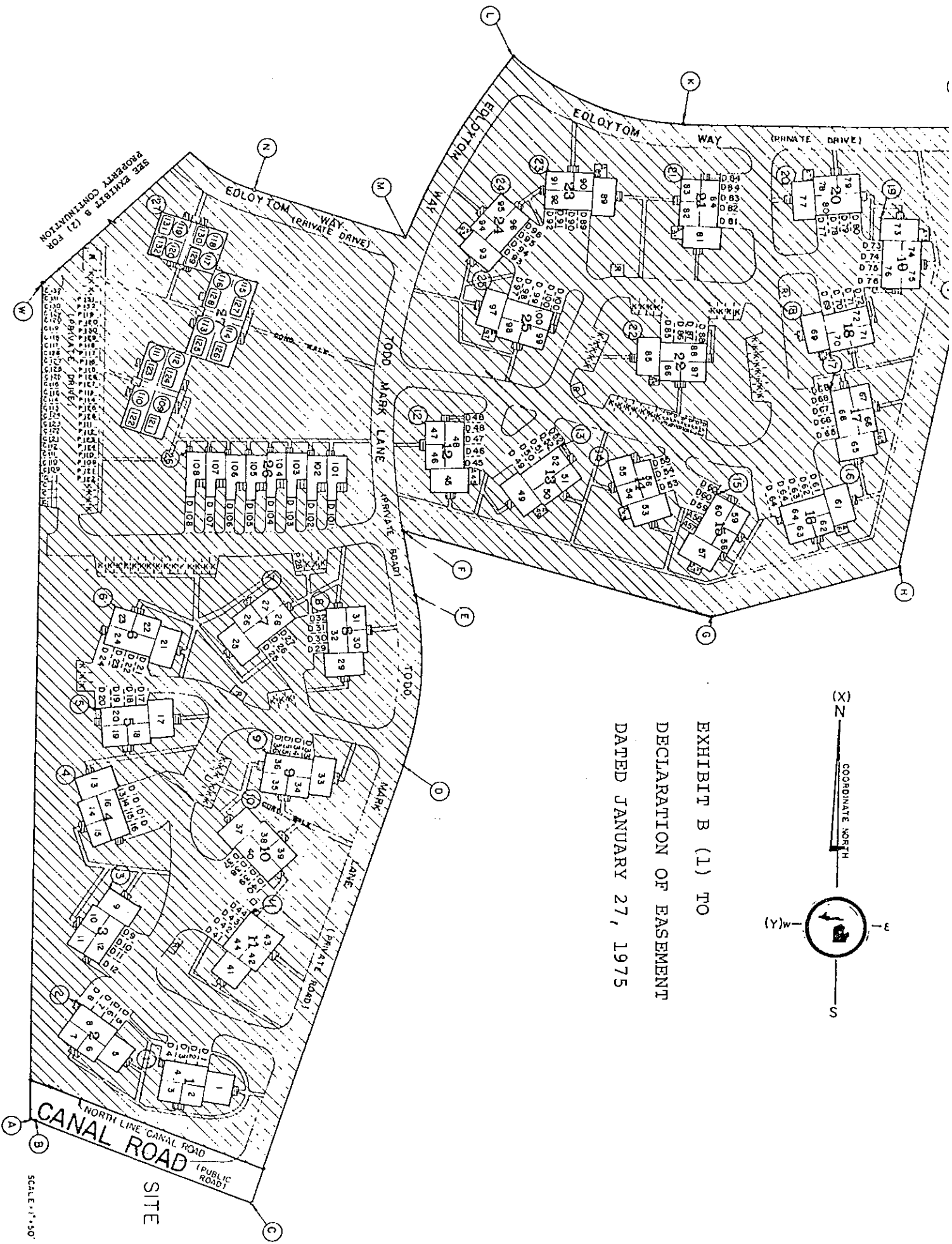


EXHIBIT B (1) TO
 DECLARATION OF EASEMENT
 DATED JANUARY 27, 1975



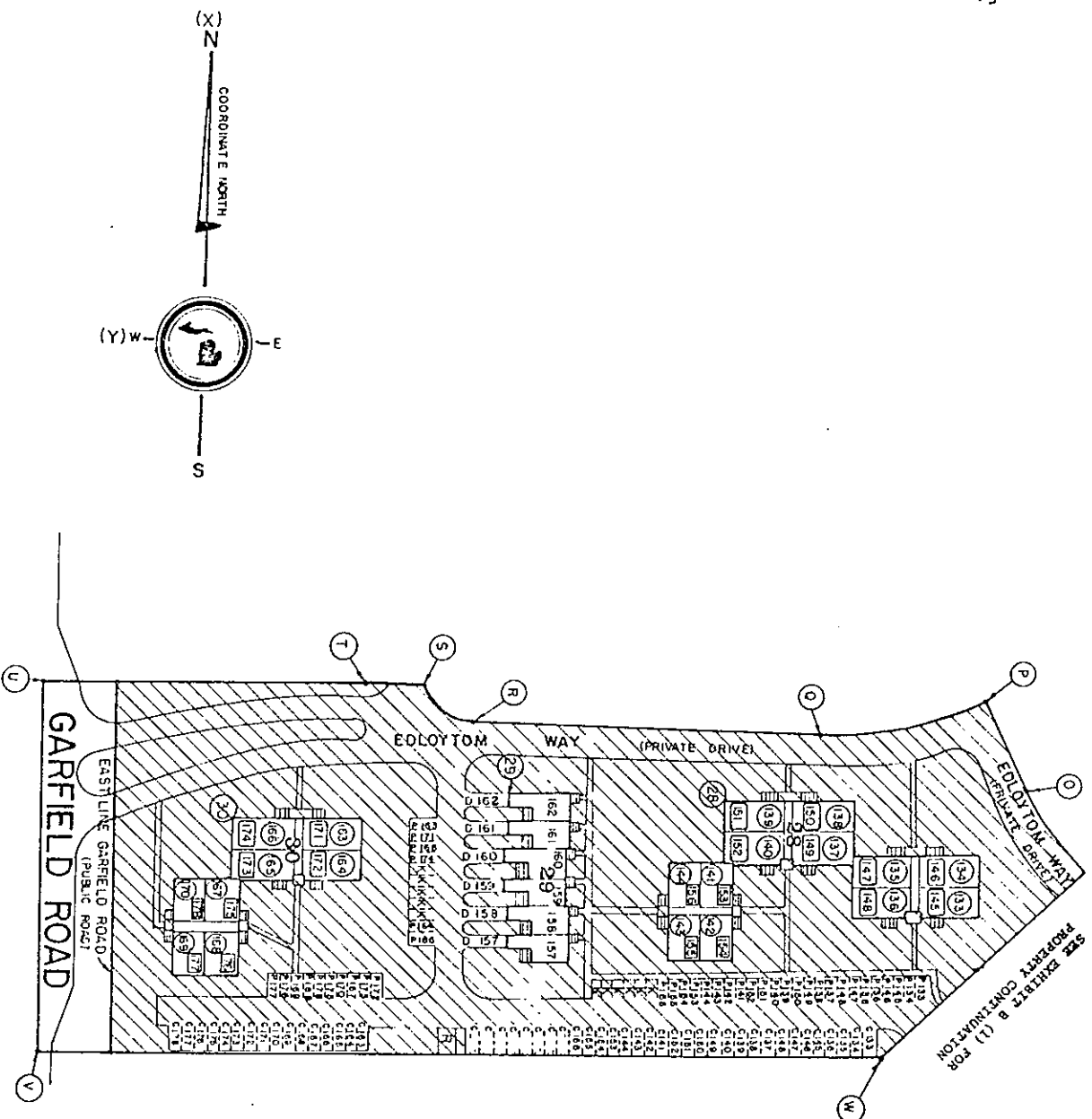
SITE PLAN OF PARCEL
 NO. 1

SCALE: 1" = 50'



4-3 2-374
 ROBERT J. MATYKA
 REGISTERED SURVEYOR
 25 0218 AVE. WILKINSON
 ST. LOUIS, MISSOURI

EXHIBIT B (2) TO
 DECLARATION OF EASEMENT
 DATED JANUARY 27, 1975



SITE PLAN OF PARCEL
 NO. 1

SCALE 1"=30'



A.D. 1974
 ROBERT SWANSON
 REGISTERED SURVEYOR
 NO. 123456789
 STATE OF ILLINOIS

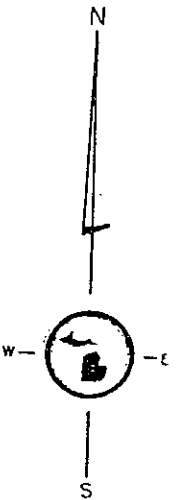
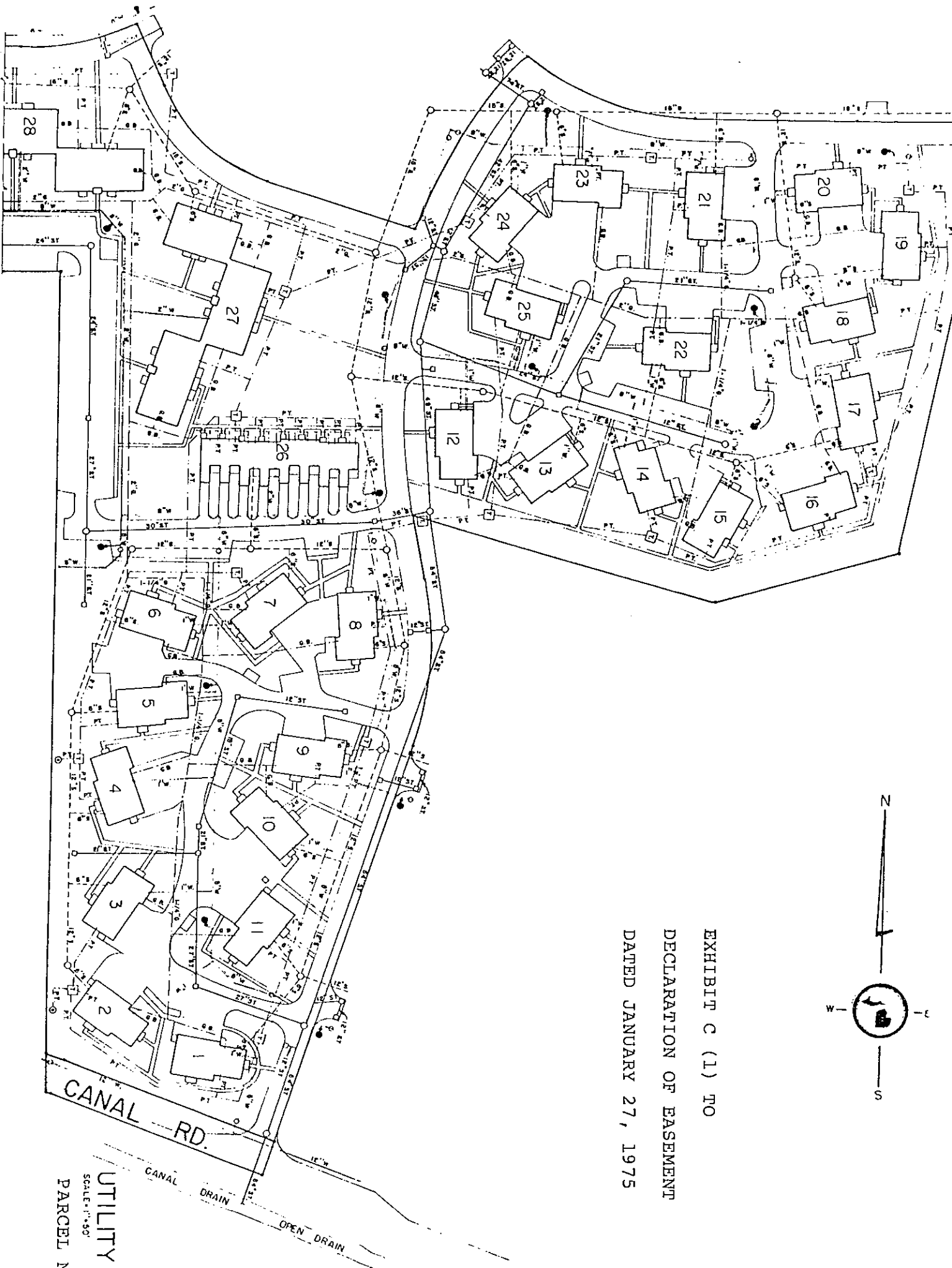


EXHIBIT C (1) TO
DECLARATION OF EASEMENT
DATED JANUARY 27, 1975



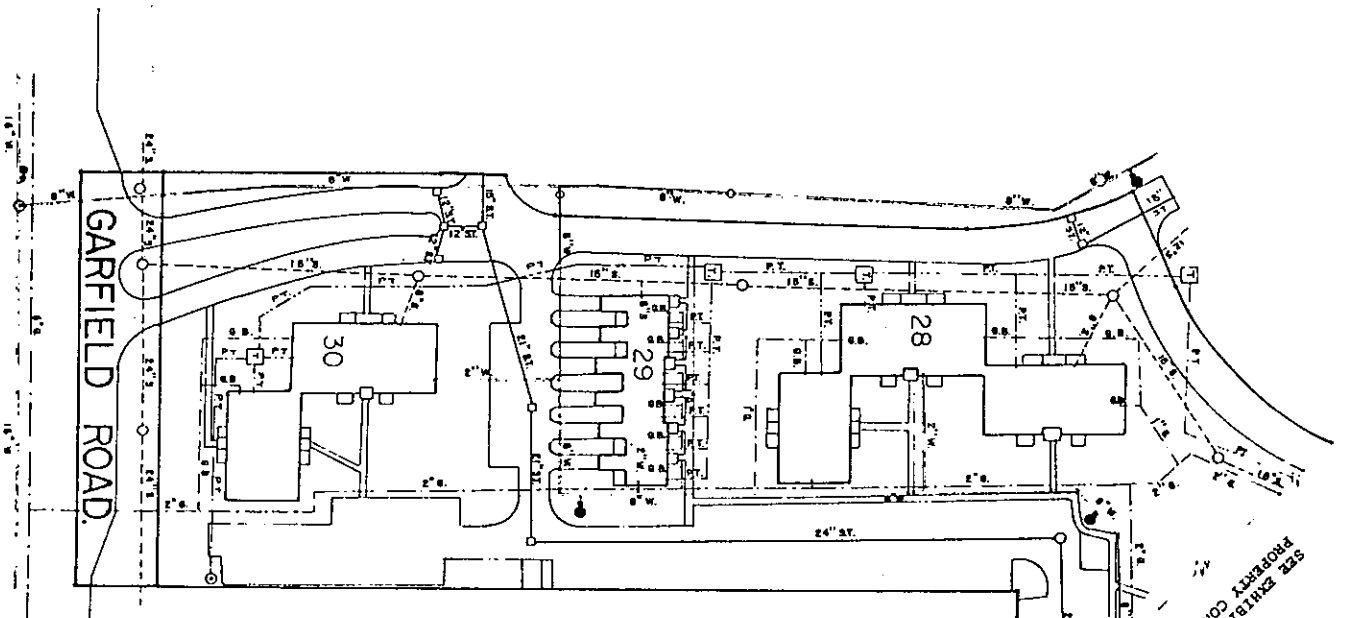
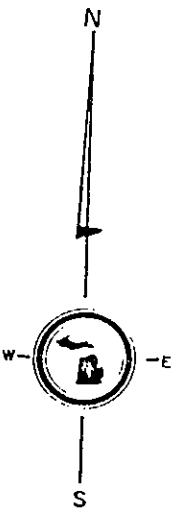
UTILITY PLAN OF
SCALE: 1"=50'
PARCEL NO. 1



15000
ROBERT SHALASKA
REGISTERED PROFESSIONAL ENGINEER
IN THE STATE OF CALIFORNIA
EXPIRES 12/31/78

SEE EXHIBIT C (2)
PROPERTY CONTINUATION

EXHIBIT C (2) TO
 DECLARATION OF EASEMENT
 DATED JANUARY 27, 1975



SEE EXHIBIT C (1) FOR
 PROPERTY CONTINUATION

LEGEND FOR UTILITIES

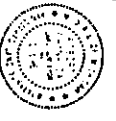
- ST — STORM SEWER
- ST — STORY MAN HOLE
- ST — CATCH BASIN
- S — SANITARY SEWER
- M — MAN HOLE SANITARY
- W — WATER MAIN
- W — WATER GATE
- F — FIRE HYDRANT
- G — GAS MAIN
- G — 6/8" GAS MAIN BUILDING CONNECTION
- P — UNDERGROUND POWER AND TELEPHONE
- T — TRANSFORMER PAD
- C — CABLE POLE

GENERAL NOTES

SEWER AND WATER SERVICED BY CLINTON TOWNSHIP. INSTALLATION IS SHOWN
 DERIVED FROM CLINTON TOWNSHIP SEWER AND WATER DEPARTMENT RECORDS.
 GAS, AS SHOWN, SERVICED BY CONSUMERS POWER COMPANY. INSTALLATION
 DERIVED FROM CONSUMERS POWER COMPANY RECORDS.
 POWER, AS SHOWN, SERVICED BY DETROIT EDISON COMPANY.
 TELEPHONE AS SHOWN, SERVICED BY NICHOLSON BELL TELEPHONE COMPANY.
 POWER AND TELEPHONE AS SHOWN, INSTALLATION DERIVED FROM DETROIT
 EDISON COMPANY RECORDS.
 UTILITIES AS SHOWN INDICATE APPROXIMATE LOCATIONS OF FACILITIES ONLY,
 AS DERIVED BY THE VARIOUS UTILITY COMPANY RECORDS AND NO WARRANTY
 IS GIVEN AS TO COMPLETENESS OR ACCURACY THEREOF.

UTILITY PLAN OF
 SCALE 1" = 50'

PARCEL NO. 1



AUG 2, 1974
 ROBERT SHANLEY
 REGISTERED SURVEYOR
 1234
 ST. CATHARINE, ONTARIO

DECLARATION OF EASEMENT

This Declaration is made this 20th day of March, 1979.

RECITALS:

1. Schultz Homes Incorporated, a Michigan corporation, ("Declarant") has established Schultz Estates II, a condominium project, by the recording of a Master Deed thereof in Liber 2912 on Pages 190 through 227 of the Macomb County Records. Such condominium project will be expanded to include the following described land owned by Declarant which is shown on Exhibit "A" attached hereto:

A parcel of land being part of the West 1/2 of Section 8, Town 2 North, Range 13 East, Clinton Township, Macomb County, Michigan and being more particularly described as follows:

Commencing at the West 1/4 corner of said Section 8; thence South 00°08'50" West along the West line of Section 8, 144.95 feet; thence South 68°56'40" East, along the centerline of Canal Road 724.68 feet; thence South 69°15'40" East, along the centerline of Canal Road 269.00 feet; thence North 18°23'24" East, 534.08 feet to point of curve; thence along the arc of a curve to the left, 202.25 feet; radius of 369.00 feet delta 31°24'14" chord bearing North 02°41'20" East, chord distance of 199.73 feet; thence North 13°00'48" West 77.44 feet; thence South 74°28'54" East 372.85 feet; thence North 75°35'09" East 225.00 feet; thence North 11°28'20" East 328.92 feet; thence North 00°11'09" East, 190.00 feet to the point of beginning of property herein described; thence North 89°48'51" West, 323.17 feet to point of curve; thence along the arc of a curve to the right 218.68 feet; radius of 306.00 feet delta 40°56'48" chord bearing North 69°20'28" West chord distance of 214.06 feet; thence along the arc of a curve concave to the Southeast 28.02 feet said curve having a radius of 654.00 feet, central angle of 02°27'17", long chord bears South 39°28'41" West 28.00 feet; thence along the arc of a curve concave to the Northwest 86.72 feet said curve having a radius of 334.00 feet central angle of 14°52'32", long chord bears North 41°34'23" West, 86.47 feet; thence North 34°07'55" West 71.26 feet to point of curve; thence along the arc of a tangent curve to the left 159.21 feet said curve having a radius of 321.00 feet; central angle of 28°25'05", long chord bears North 48°20'29" West 157.59 feet; thence along the arc of a curve concaved to the Southwest 133.62 feet said curve having a radius

of 829.00 feet central angle $09^{\circ}14'05''$ long chord bears South $39^{\circ}37'09''$ West, 133.47 feet; thence South $44^{\circ}14'15''$ West, 50.00 feet to point of curve; thence along the arc of a tangent curve to the right 103.63 feet said curve having a radius of 304.00 feet; central angle of $19^{\circ}31'52''$ long chord bears South $54^{\circ}00'21''$ West, 103.13 feet; thence North $23^{\circ}35'35''$ West, 28.02 feet; thence along the arc of a curve to the right 137.22 feet radius of 276.00 feet delta $28^{\circ}29'07''$ chord bearing of South $77^{\circ}44'31''$ West, chord distance of 135.81 feet; thence North $88^{\circ}00'57''$ West, 283.46 feet to point of curve; thence along the arc of a curve to the right 54.45 feet radius of 40.00 feet delta of $78^{\circ}00'28''$ chord bearing North $49^{\circ}00'43''$ West, chord distance of 50.35 feet; thence South $83^{\circ}34'39''$ West, 46.70 feet; thence North $00^{\circ}05'45''$ East, 302.49 feet; thence South $89^{\circ}58'45''$ East, 417.09 feet; thence North $00^{\circ}06'45''$ East, 1481.79 feet; thence East along the centerline of 19 Mile Road 678.22 feet; thence South $00^{\circ}15'10''$ West 1693.93 feet; thence South $89^{\circ}44'50''$ East, 380.84 feet; thence South $00^{\circ}11'09''$ West, 207.13 feet to the point of beginning. Subject to the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road and highway or easement purposes.

(hereinafter referred to as "Parcel A").

AND

A parcel of land being a part of the West 1/2 of Section 8, Town 2 North, Range 13 East, Clinton Township, Macomb County, Michigan, and being more particularly described as follows:

Commencing at the West 1/4 corner of said Section 8; thence South $00^{\circ}08'50''$ West along the West line of Section 8 144.95 feet; thence South $68^{\circ}56'40''$ East along the centerline of Canal Road 724.68 feet; thence South $69^{\circ}15'40''$ East along the centerline of Canal Road 869.17 feet; thence North $17^{\circ}18'00''$ East, along the centerline of Greenfield Road 373.28 feet; thence North $56^{\circ}06'00''$ East along the centerline of Greenfield Road 482.00 feet to the point of beginning of property herein described; thence North $00^{\circ}21'00''$ West 1043.66 feet; thence South $89^{\circ}44'50''$ East, 706.11 feet; thence South $00^{\circ}21'00''$ East along the North and South 1/4 line of Section 8, 568.00 feet; thence South $56^{\circ}06'00''$ West along the centerline of Greenfield Road 847.22 feet to the point of beginning. Subject to the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road and highway or easement purposes.

(hereinafter referred to as "Parcel B").

2. Declarant is also the owner of land contiguous to Parcel A and Parcel B which it proposes to develop for residential use and which land is shown on Exhibit "A" hereto and is more particularly described as follows:

A parcel of land being a part of the West 1/2 of Section 8, T. 2 N., R. 13 E., Clinton Township, Macomb County, Michigan, and being more particularly described as follows: Commencing at the West 1/4 corner of said Section 8, thence S. 00°08'50" W., along the West line of Section 8, 144.95 feet; thence S. 68°56'40" E., along the centerline of Canal Road (86 feet wide), 724.68 feet; thence S. 69° 15' 40" E., along the centerline of Canal Road, 269.00 feet to the point of beginning of property herein described; thence N. 18°23'24" E., 534.08 feet to point of curve to the left; thence along the arc of said curve 202.25 feet, radius of 369.00 feet, delta 31° 24' 14", chord bearing N. 02°41'20" E., chord 199.73 feet; thence N. 13°00'48" W., 77.44 feet; thence S. 74°28'54" E., 372.85 feet; thence N. 75°35'09" E., 225.00 feet; thence N. 11° 28' 20" E., 328.92 feet; thence N. 00°11'09" E., 397.13 feet; thence S. 89°44'50" E., 261.68 feet; thence S. 00°21'00" E., 1043.66 feet to a point in the centerline of Greenfield Road; thence S. 56°06'00" W., 482.00 feet; thence S. 17°18'00" W., along the centerline of Greenfield Road, 373.28 feet; thence N. 69°15'40" W., along the centerline of Canal Road, 600.17 feet to the point of beginning. Subject to the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road and highway or easement purposes.

(hereinafter known as "Parcel C").

3. Declarant wishes to declare easements over Parcel C for purposes of ingress and egress to Parcel A and Parcel B and for purposes of connection to and extension of underground utilities installed in Parcel C.

4. Declarant also wishes to declare easements over Parcel A and Parcel B for the purpose of ingress and egress to Parcel C and for purposes of connection to and extension of underground utilities installed in Parcel A and Parcel B.

DECLARATION OF EASEMENTS:

NOW, THEREFORE, Declarant hereby declares and grants the following easements:

I. PARCEL A AND PARCEL B EASEMENTS

Declarant hereby declares and grants the following easements over Parcel C for the perpetual use and benefit of the owners of Parcel A and Parcel B, their successors, assigns, invitees, employees, guests, licensees and other authorized persons. These easements shall be perpetual and shall run with the land:

A. Roadway Easements

Declarant declares and grants a perpetual easement for purposes of ingress and egress to Parcel A and Parcel B over Edloytom Way as the same is designated on the Site Plan attached hereto as Exhibit B. Declarant also reserves the right to more precisely define the location of the ingress and egress easement herein declared by causing a survey thereof to be made by a registered land surveyor and by recording a legal description of the easement so surveyed in the office of the Macomb County Register of Deeds and all persons now or hereafter interested, (whether as owner, mortgagee or otherwise) in Parcel A, Parcel B or Parcel C or any portion or portions thereof shall be deemed to have irrevocably and unanimously consented to such definition and recordation and such persons hereby appoint Declarant or its successors or assigns as their agent and attorney for the purpose of effectuating the foregoing. All expenses of maintenance, repair, replacement and re-surfacing of Edloytom Way as designated on the attached Site Plan shall be shared by the owners of Parcel A, Parcel B and Parcel C. The owners and their successors of Parcel A and Parcel B shall be

responsible from time to time for payment of a proportionate share of said expenses, which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of dwelling units on Parcel A and Parcel B whose closest means of access to a public road is over Edloytom Way and the denominator of which is the number of such units plus the number of completed dwelling units on Parcel C, and the balance of such expenses shall be paid by the owners and their successors of Parcel C. Declarant hereby disclaims any intent to dedicate the easement created hereby to the public.

B. Utility Easements

Declarant hereby declares perpetual easements for the benefit of the owners, their successors and assigns as owners of Parcel A and Parcel B or any portion or portions thereof to utilize, tap, tie into, extend and enlarge all utility mains located on Parcel C, including but not limited to, water, gas, storm and sanitary sewer mains. In the event that any such tapping, tying-in, extension or enlargement requires the disturbance of land included within Parcel C, the owners and their successors and assigns of Parcel A and Parcel B shall pay all of the expenses reasonably necessary to restore Parcel C to its state immediately prior to such utilization, tapping, tying-in, extension or enlargement. All expenses of maintenance, repair and replacement of any such mains shall be borne exclusively by the owners of the parcel on which the repair, replacement or maintenance is required to be performed.

II. PARCEL C EASEMENTS

Declarant also hereby declares and grants the following easements over Parcel A and Parcel B for the perpetual use and benefit of the owners of Parcel C, their successors, assigns, invitees, employees, guests, licensees and other authorized persons. These easements shall be perpetual and shall run with the land:

A. Roadway Easements

Declarant declares and grants perpetual easements for purposes of ingress and egress to Parcel C over West Edward, Edloytom Way, Richard Place and Sheldon Road as the same are designated on the Site Plan of Parcel A and Parcel B attached hereto as Exhibits C(1), C(2) and C(3). Declarant also reserves the right to more precisely define the location of the ingress and egress easements herein declared by causing a survey thereof to be made by a registered land surveyor and by recording a legal description of the easements so surveyed in the office of the Macomb County Register of Deeds and all persons now or hereafter interested, (whether as owner, mortgagee or otherwise) in Parcel A, Parcel B or Parcel C or any portion or portions thereof shall be deemed to have irrevocably and unanimously consented to such definition and recordation and such persons hereby appoint Declarant or its successors or assigns as their agent and attorney for the purpose of effectuating the foregoing. All expenses of maintenance, repair, replacement and resurfacing of West Edward, Edloytom Way, Richard Place or Sheldon Road as the same are designated on the attached Site Plan of Parcel A and Parcel B shall be shared by the owners of Parcel A, Parcel B and Parcel C. The owners and their successors of Parcel C shall be responsible from time to time for payment of a proportionate share of said expenses, which share shall be determined by multiplying

such expenses times a fraction, the numerator of which is the number of dwelling units on Parcel C whose closest means of access to a public road is over West Edward, Edloytom Way, Richard Place or Sheldon Road, and the denominator of which is the number of such units plus the number of completed dwelling units on Parcel A and Parcel B, and the balance of such expenses shall be paid by the owners and their successors of Parcel A and Parcel B. Declarant hereby disclaims any intent to dedicate the easements created hereby to the public.

B. Utility Easements

Declarant hereby declares perpetual easements for the benefit of the owners, their successors and assigns as owners of Parcel C or any portion or portions thereof to utilize, tap, tie into, extend and enlarge all utility mains located on Parcel A or Parcel B, including but not limited to, water, gas, storm and sanitary sewer mains. In the event that any such tapping, tying-in, extension or enlargement requires the disturbance of land included within Parcel A or Parcel B, the owners and their successors and assigns of Parcel C shall pay all of the expenses reasonably necessary to restore Parcel A and Parcel B to its state immediately prior to such utilization, tapping, tying-in, extension or enlargement. All expenses of maintenance, repair and replacement of any such mains shall be borne exclusively by the owners of the parcel on which the repair, replacement or maintenance is required to be performed.

WITNESSES:

SCHULTZ HOMES INCORPORATED
a Michigan corporation

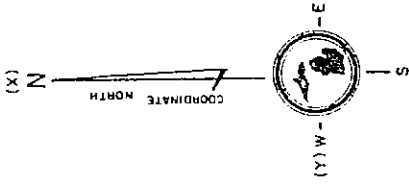
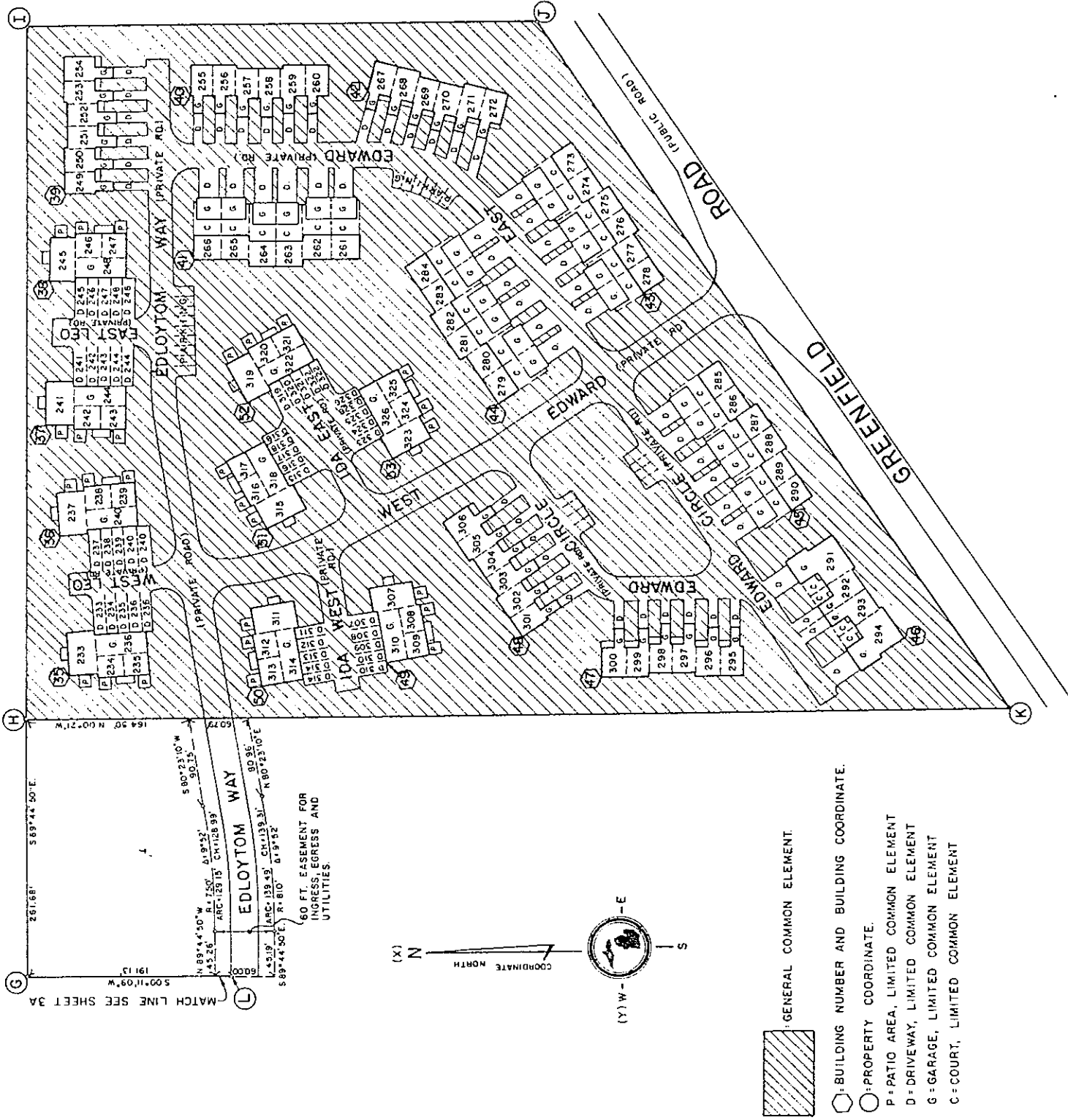
/s/ George J. Mager, Jr.
George J. Mager, Jr.
/s/ Marie H. Goodspeed
Marie H. Goodspeed

By: /s/ Edward Schultz
Edward Schultz, President

Exhibit C(3) to Declaration of Easement dated March 21, 1979

SCHEDULE OF COORDINATE POINTS.

COORD. POINT	NORTH (X)	EAST (Y)
G.	2361.57	2057.60
H.	2360.42	2319.27
I.	2357.30	3025.37
J.	1840.91	3028.53
K.	1368.38	2325.72
L.	2154.45	2056.93
35	2320.22	2364.09
36	2325.59	2507.12
37	2339.14	2609.18
38	2338.49	2755.18
39	2395.05	2855.37
40	2192.75	2953.38
41	2193.77	2758.38



- ▨ GENERAL COMMON ELEMENT.
- BUILDING NUMBER AND BUILDING COORDINATE.
- PROPERTY COORDINATE.
- P PATIO AREA, LIMITED COMMON ELEMENT
- D DRIVEWAY, LIMITED COMMON ELEMENT
- G GARAGE, LIMITED COMMON ELEMENT
- C COURT, LIMITED COMMON ELEMENT

SITE PLAN of Parcel B

APPROVED
4/6/79

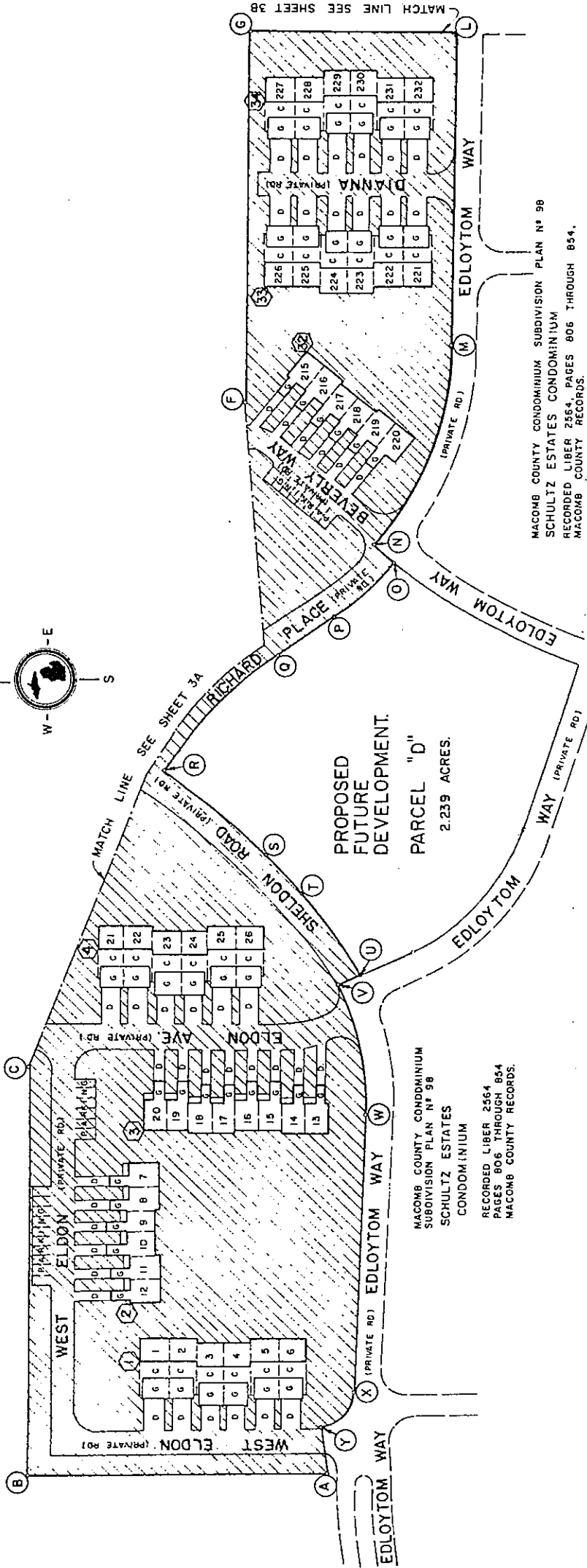
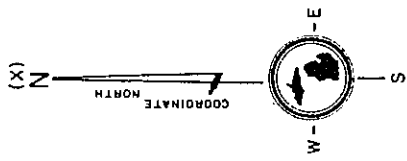
MICHAEL J. SHANAYDA
REGISTERED LAND SURVEYOR

37014 KELLY ROAD
4860 CLEMENS, MICHIGAN
PHONE 460-8113 460-4849

SCHULTZ ESTATES II

SCALE=1"=50'

Exhibit C(2) to Declaration of Easement dated March 21, 1979



MACOMB COUNTY CONDOMINIUM SUBDIVISION PLAN N° 99
SCHULTZ ESTATES CONDOMINIUM
RECORDED LIBER 2564, PAGES 806 THROUGH 854,
MACOMB COUNTY RECORDS.

MACOMB COUNTY CONDOMINIUM SUBDIVISION PLAN N° 98
SCHULTZ ESTATES CONDOMINIUM
RECORDED LIBER 2564 PAGES 806 THROUGH 854
MACOMB COUNTY RECORDS.



GENERAL COMMON ELEMENT

- BUILDING NUMBER AND BUILDING COORDINATE.
- PROPERTY COORDINATE.
- P PATIO AREA, LIMITED COMMON ELEMENT
- D DRIVEWAY, LIMITED COMMON ELEMENT
- G GARAGE, LIMITED COMMON ELEMENT
- C COURT, LIMITED COMMON ELEMENT

SCHEDULE OF COORDINATE POINTS.

POINT	NORTH (X)	EAST (Y)
T	2299.19	1180.57
U	2238.59	1097.13
A	2273.04	585.50
B	2575.53	586.01
C	2575.38	1003.10
F	2363.26	1676.76
G	2361.57	2057.60
L	2154.45	2056.93
M	2155.49	1733.76
N	2231.02	1533.46
O	2209.39	1515.66
P	2274.08	1458.28
Q	2333.07	1418.30
R	2437.83	1300.56
S	2335.02	1215.45
V	2264.26	1085.92
W	2235.42	953.21
X	2245.24	669.92
Y	2278.26	631.91
I	2464.05	702.84
2	2476.24	763.18
3	2461.94	939.92
4	2510.30	1115.07
32	2303.03	1730.21
33	2347.73	1795.66
34	2376.89	1985.59

SITE PLAN of Parcel A

APPROVED

JUNE 19, 1978



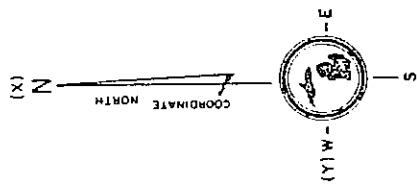
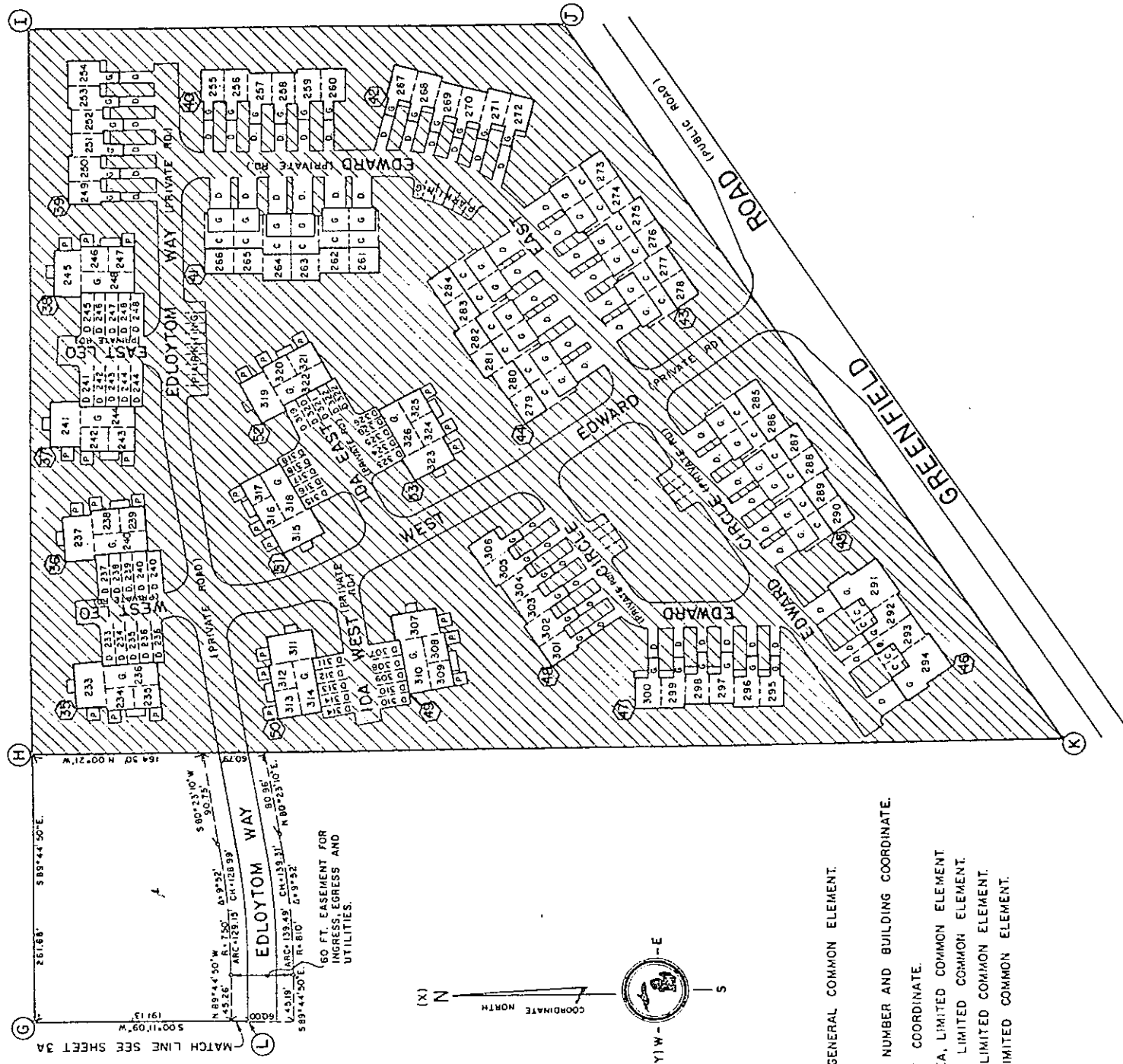
ROBERT SHANAYDA
REGISTERED LAND SURVEYOR
3704 KELLY ROAD
LANSING, MICHIGAN
48043
PHONE: 468-6113 465-4849

SCHULTZ ESTATES II
SCALE: 1" = 50'

Exhibit B to Declaration
of Easement dated March 21,
1979

SCHEDULE OF COORDINATE POINTS.

COORD. POINT	NORTH (X)	EAST (Y)
G	2361.57	2037.60
H	2360.42	2319.27
I	2357.50	3025.37
J	1840.91	3028.53
K	1368.38	2325.72
L	2154.45	2056.93
35	2320.22	2364.09
36	2325.59	2507.12
37	2339.14	2609.18
38	2338.49	2755.18
39	2395.05	2855.37
40	2192.75	2953.38
41	2193.77	2758.38



- GENERAL COMMON ELEMENT.
- BUILDING NUMBER AND BUILDING COORDINATE.
- PROPERTY COORDINATE.
- PATIO AREA, LIMITED COMMON ELEMENT.
- DRIVEWAY, LIMITED COMMON ELEMENT.
- GARAGE, LIMITED COMMON ELEMENT.
- COURT, LIMITED COMMON ELEMENT.

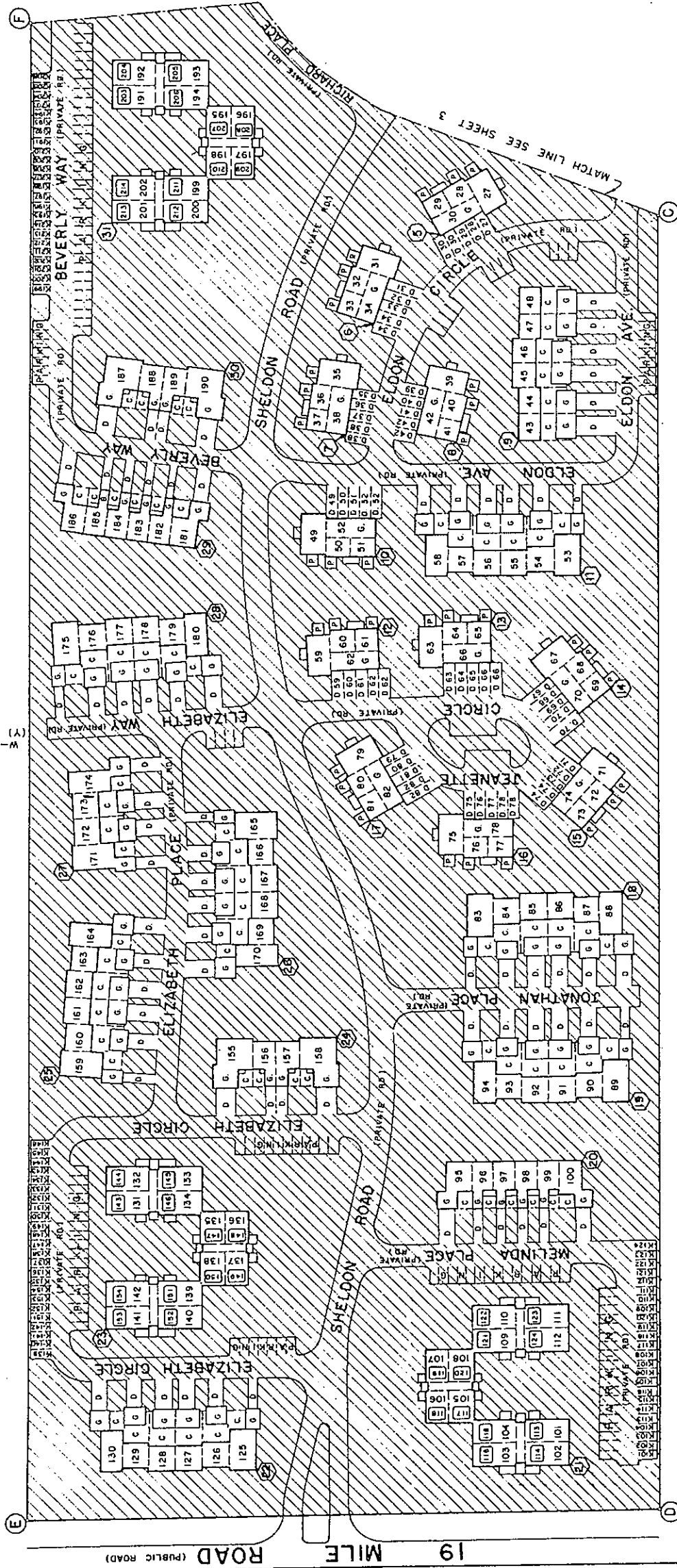
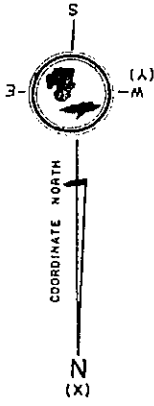
SITE PLAN

APPROVED
AUG 11 1978

ROBERT SHANAYDA
REGISTERED LAND SURVEYOR
1501 W. WOODLAND ROAD
MT. CLEMENS, MICHIGAN
48043
PHONE: 488-8113 485-4843

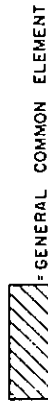
SCHULTZ ESTATES II
SCALE: 1" = 30'

Exhibit C(1) to Declaration of Easement dated March 21, 1979



SCHEDULE OF COORDINATE POINTS.

COORD POINT	NORTH (X)	EAST (Y)
C	2575.38	1003.10
D	3997.17	1005.89
E	3997.17	1683.97
F	2363.26	1676.76
5	2598.04	1235.75
6	2691.28	1308.33
7	2814.54	1339.57
8	2820.45	1221.58
9	2824.30	1151.44
10	2941.99	1313.59
11	2975.21	1088.89
12	3036.59	1308.99
13	3028.52	1183.98
14	3101.17	1056.13
15	3246.33	1087.42
16	3276.47	1159.47
17	3236.78	1314.39
18	3317.58	1044.55
19	3547.17	1005.01
20	3607.00	1090.12
21	3947.17	1077.79
22	3947.17	1437.97
23	3789.17	1598.05
24	3476.50	1352.87
25	3301.23	1647.90
26	2696.71	1408.23
27	3289.38	1632.85
28	3005.47	1499.42
29	2948.03	1502.34
30	2741.70	1657.75
31	2581.65	1589.72



GENERAL COMMON ELEMENT

- BUILDING NUMBER AND BUILDING COORDINATE.
- PROPERTY COORDINATE.
- SECOND FLOOR APARTMENT
- P PATIO AREA, LIMITED COMMON ELEMENT.
- D DRIVEWAY, LIMITED COMMON ELEMENT
- G GARAGE, LIMITED COMMON ELEMENT
- C COURT, LIMITED COMMON ELEMENT
- X CAR PORTS, LIMITED COMMON ELEMENT

SITE PLAN of Parcel A

APPROVED

AUG 11 1978

MICHAEL J. PERKINS

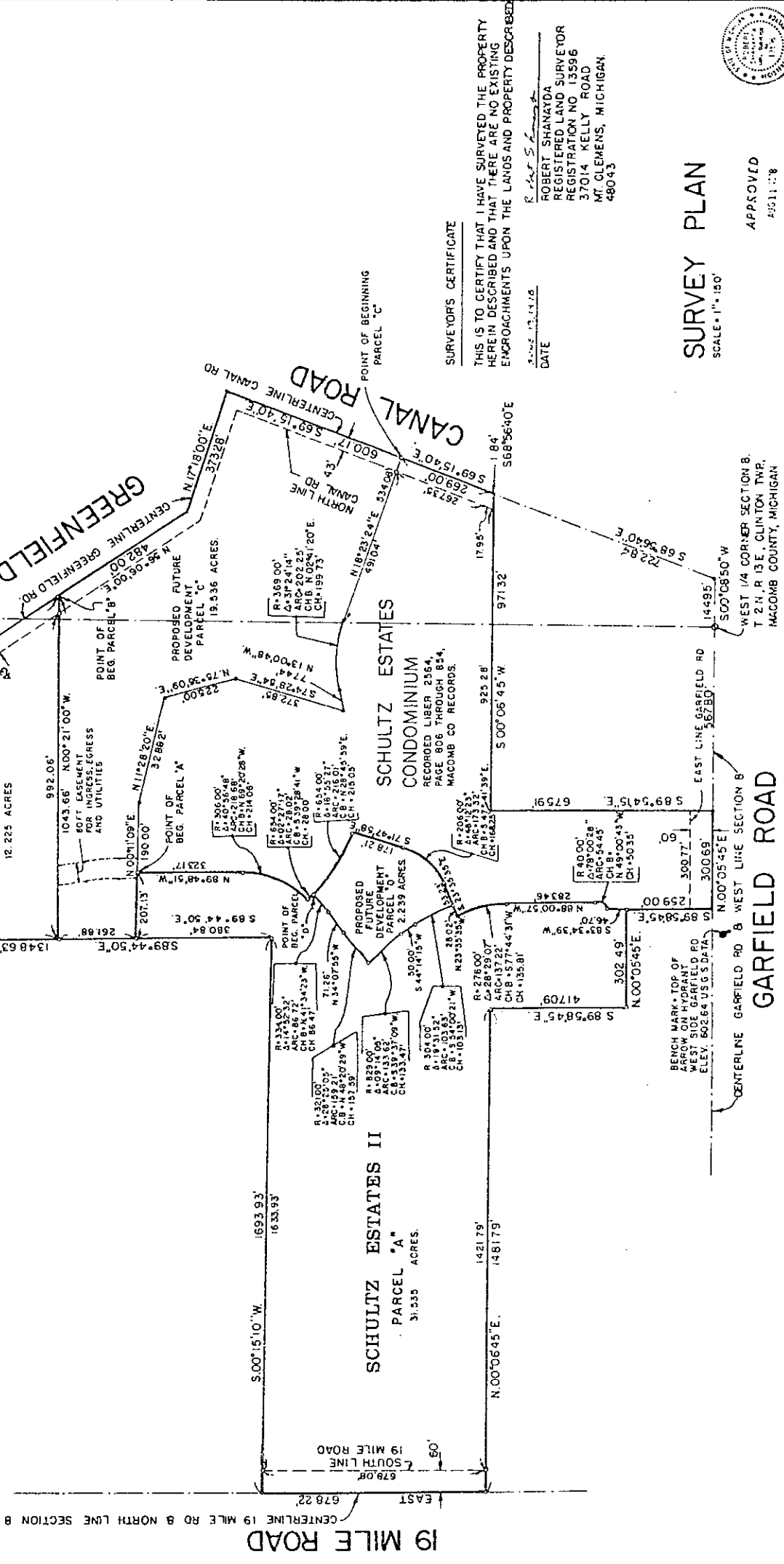
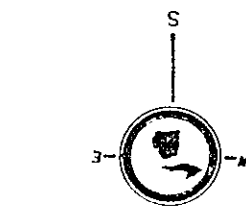


ROBERT SHANAYDA
REGISTERED LAND SURVEYOR
37014 KELLY ROAD
MT CLEMENS, MICHIGAN
48045
PHONE: 468-5113 465-4849

SCHULTZ ESTATES II

SCALE: 1" = 50'

Exhibit A to Declaration of
Easement dated March 21, 1979



SURVEYORS CERTIFICATE

THIS IS TO CERTIFY THAT I HAVE SURVEYED THE PROPERTY HEREIN DESCRIBED AND THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY DESCRIBED

DATE: 12/15/78
 ROBERT SHANAYDA
 REGISTERED LAND SURVEYOR
 REGISTRATION NO 13596
 37014 KELLY ROAD
 MT CLEMENS, MICHIGAN
 48043

SURVEY PLAN

SCALE: 1" = 150'

APPROVED

1981

MICHIGAN SURVEYOR

1978



ROBERT SHANAYDA
 REGISTERED LAND SURVEYOR
 37014 KELLY ROAD
 MT CLEMENS, MICHIGAN

WEST 1/4 CORNER SECTION B,
 T 2 N, R 13 E, CLINTON TWP.,
 MACOMB COUNTY, MICHIGAN

SCHULTZ ESTATES II

JUNE 19, 1978

 /s/ George J. Mager, Jr.
 George J. Mager, Jr.
 Notary Public, Wayne
 County, MI
 My Commission Expires: 9-12-82

The foregoing instrument was acknowledged before me on the day of March, 1979, by Edward Schultz, the President of Schultz Homes Incorporated, a Michigan corporation, on behalf of the corporation.

STATE OF MICHIGAN)
)
 COUNTY OF WAYNE)