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## HARTZ BUILDING CONDOMINIUM MASTER DEED

THIS MASTER DEED is made and executed on this 17<sup>th</sup> day of August 2019 by **1529 Broadway Development, LLC**, a Michigan limited liability company, hereinafter referred to as the "Developer," the mailing address of which is 1529 Broadway, Suite 500, Detroit, Michigan 48226 in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act."

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

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

### ARTICLE I TITLE AND NATURE

The Condominium Project shall be known as Hartz Building Condominium, Wayne County Condominium Subdivision Plan No. 1127. The engineering and architectural plans for the Project were approved by the City of Detroit. The Condominium Subdivision Plan was approved by and is on file in the Wayne County Records. The condominium Project is established in accordance with the Michigan Condominium Act. The Units contained in the Condominium, including the number, boundaries, dimensions, and area of each Unit therein, are set forth completely in the Condominium Subdivision Plan. The condominium is being established as a mixed-use condominium containing commercial (office/retail/restaurant) and residential facilities. The Condominium is intended to have common areas consisting of entryway, hallways, stairwells, utility closets and other common areas and amenities traditionally associated with the operating of a residential condominium building with retail/office/

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Hartz Building Condominium Master Deed

EXAMINED AND APPROVED  
DATE Aug 14 2019  
BY EMA ALU  
AMY L. MILLER-VANDAWAKER  
PLAT ENGINEER

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restaurant space, all as set forth in the Condominium Documents. The Developer anticipates that the Condominium will consist of five (5) Condominium Units, one (1) of which shall consist of office/retail/restaurant space located on the basement, first and second floors as shown on Exhibit B hereto, and the four (4) Units shall consist of residential units located on the 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup> and 6<sup>th</sup> floors, together with limited common elements as shown on Exhibit B hereto. 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 or public sidewalk or street. 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. The provisions of this Master Deed, including, but without limitations, the purposes of the Condominium shall not be construed to give rise to any warranty or representation, express or implied, as to the composition or physical conditions of the Condominium, other than as expressly provided herein.

ARTICLE II  
LEGAL DESCRIPTION

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

THE NORTH 32 FEET OF THE SOUTH 34 FEET OF LOT 18, INCLUDING A 10 FOOT PORTION OF THE VACATED LAND ADJOINING IN THE FRONT OF SAID LOT, OF PLAT OF SECTION 7 OF GOVERNOR & JUDGE'S PLAT, AS RECORDED IN LIBER 34 OF DEEDS, PAGE 544, WAYNE COUNTY RECORDS, CITY OF DETROIT, WAYNE COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 16 OF SAID PLAT OF SECTION 7 OF GOVERNOR & JUDGE'S PLAT; THENCE SOUTH 60 DEGREES 08 MINUTES 35 SECONDS EAST, 3.60 FEET TO THE WESTERLY RIGHT OF WAY LINE OF JOHN R STREET (60 FEET WIDE); THENCE NORTH 29 DEGREES 51 MINUTES 25 SECONDS EAST, 10.00 FEET TO THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF SAID JOHN R STREET AND THE SOUTHERLY RIGHT OF WAY LINE OF BROADWAY STREET (100 FEET WIDE); THENCE NORTH 60 DEGREES 08 MINUTES 35 SECONDS WEST, 125.77 FEET ALONG SAID SOUTHERLY LINE TO THE POINT OF BEGINNING; THENCE SOUTH 29 DEGREES 46 MINUTES 04 SECONDS WEST, 110.00 FEET TO THE NORTH LINE OF A PUBLIC ALLEY (20.00 FEET WIDE); THENCE ALONG SAID NORTH LINE, NORTH 60 DEGREES 08 MINUTES 35 SECONDS WEST, 32.00 FEET; THENCE NORTH 29 DEGREES 46 MINUTES 04 SECONDS EAST, 110.00 FEET TO SOUTH LINE OF SAID BROADWAY STREET; THENCE ALONG SAID SOUTH LINE, SOUTH 60 DEGREES 08 MINUTES 35 SECONDS EAST, 32.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.081 ACRES.

Commonly known as 1529 Broadway, Detroit, Michigan  
Tax ID 01004020.

CITY OF DETROIT  
PER ASSESSORS

subject to all easements and restrictions of record and all governmental limitations. MS 8/15/19

ARTICLE III  
DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits "A" and "B" hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of the Hartz Building Condominium Association, a Michigan

Hartz Building Condominium Master Deed

This is to certify that there are no delinquent property taxes owed to the City of Detroit on this property for five years prior to the date of this certificate. No representation is made as to the status of any tax liens or other claims in any other jurisdiction.  
Tax ID: 17453 Date: 9/3/19 Wayne County Treasurer Clerk: CB

non-profit corporation, and deeds, mortgages, liens, land contracts, easements, and other instruments affecting the establishment of, or transfer of, interests in Hartz Building Condominium as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

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

Section 2. Architectural Policies and Procedures. "Architectural Policies and Procedures" means the Architectural Policies and Procedures, if and when adopted, from time to time, by the Association, as they relate to the Residential Units. The Developer shall have the right to adopt the initial Architectural Policies and Procedures for the Association, which if adopted shall not, during the Construction and Sales Period, be amended without Developer's prior written consent.

Section 3. Association or Association of Co-owners. "Association" or "Association of Co-owners" where used by itself means either the Hartz Building Condominium Association, also identified herein as the "Condominium Association".

Section 4. Bylaws. "Bylaws" means the Hartz Building Condominium Bylaws attached as Exhibit A hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(9) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Condominium Association as provided for under the Michigan Nonprofit Corporation Act.

Section 5. City. "City" means the City of Detroit, Wayne County, Michigan.

Section 6. Commercial Common Charges. "Commercial Common Charges" means the costs and expenses incurred or projected in connection with the management, repair, maintenance, replacement, restoration, operation and administration of the Commercial Limited Common Elements, and the Commercial Unit's Co-owner's share of the General Common Charges as otherwise provided in the Condominium Documents.

Section 7. Commercial Limited Common Elements. "Commercial Limited Common Elements" means the Common Elements reserved for the use and benefit of the Commercial Unit.

Section 8. Commercial Unit. "Commercial Unit" means the Unit designated as Unit 1 on the Exhibit B drawings reserved for any lawful use.

Section 9. Common Elements. "Common Elements," where used without modification, means both the General Common Elements, Commercial Limited Common Elements, and Residential Limited Common Elements, collectively described in Article IV hereof, other than the Condominium Units.

Section 10. Condominium Association. "Condominium Association" means the Hartz Building Condominium Association, which is the non-profit corporation organized under Michigan law of which all Co-owners (both Commercial and Residential Units owners) shall be members, and which corporation shall administer, operate, manage, repair, replace, and maintain the Condominium, General Common Elements and the easements.

Section 11. Condominium Documents. "Condominium Documents" means and includes this Master Deed, recorded pursuant to the Michigan Condominium Act, Exhibits "A" and "B" hereto, the Articles of Incorporation for the Condominium Association and Residential Condominium Association, the Architectural Policies and Procedures, and Rules and Regulations, if any, of the respective associations, as all of the same may be amended from time to time, and any other instrument referred to in the Master Deed or Bylaws which affects the rights and obligations of Co-owners in the Condominium.

Section 12. Condominium Premises. "Condominium Premises" means and includes the land described in Article II above, all improvements, and structures thereon, and all easements, rights, and appurtenances belonging to Hartz Building Condominium as described above.

Section 13. Condominium Project, Condominium or Project. "Condominium Project," "Condominium," or "Project" each mean Hartz Building Condominium as a Condominium Project established in conformity with the Michigan Condominium Act.

Section 14. Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit "B" hereto. The Condominium Subdivision Plan assigns a number to each Condominium Unit and includes a description of the location and approximate size of the Unit and certain Common Elements.

Section 15. Consolidating Master Deed. "Consolidating Master Deed" means the final amended Master Deed, if any, which shall describe Hartz Building Condominium as a completed Condominium Project and shall reflect the entire land area, if any, converted or contracted from the Condominium from time to time as described below, and all Units and Common Elements therein as constructed, and which shall express percentages of value pertinent to each Unit as finally readjusted, if necessary. Such Consolidating Master Deed, if and when recorded in the office of the Wayne County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto, but until such time, the terms of this Master Deed, as it may be amended, shall control. In the event the Units and Common Elements in the Condominium are constructed in substantial conformance with the proposed Condominium Subdivision Plan attached as Exhibit "B" to the Master Deed, the Developer shall be able to satisfy the foregoing obligation by filing a certificate in the office of the Wayne County Register of Deeds confirming that the Units and Common Elements "as built" are in substantial conformity with the proposed Condominium Subdivision Plan and no Consolidating Master Deed need be recorded.

Section 16. Construction and Sales Period. "Construction and Sales Period," for the purposes of the Condominium Documents and the rights reserved to the Developer thereunder, the period from the recording of the Master Deed and continuing for so long as the Developer owns a Unit in the Project.

Section 17. Convertible Area. "Convertible area" means a Unit or a portion of the Common Elements of the Condominium Project referred to in the Condominium Documents within which additional Condominium Units or General or Limited Common Elements may be created in accordance with the Act.

Section 18. Co-owner or Owner. "Co-owner" means a person, firm, corporation, partnership, association, trust, or other legal entity or any combination of those entities, who owns one or more Condominium Units in the Condominium Project. The term "Owner," wherever used, shall be synonymous with the term "Co-owner." "Co-owner" includes land contract vendees and land contract vendors, who are considered jointly and severally liable under the Condominium Act and the Condominium Documents, except as the recorded Condominium Documents provide otherwise.

Section 19. Developer. "Developer" means 1529 Broadway Development, LLC, a Michigan limited liability company, which has made and executed this Master Deed as the developer of the Condominium under the Act, and its successors by merger, conversion or consolidation of Developer and assigns pursuant to a recorded assignment of Developer's rights hereunder. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however, and wherever such term is used in the Condominium Documents.

Section 20. Facilities. "Facilities" means all General Common Elements set forth in Article IV, Section 1(i) of this Master Deed, intended for the common use of the Units or which are necessary or convenient for the existence, maintenance or safety of the Project.

Section 21. First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-Developer Co-owners are permitted to vote for the election of directors in the Condominium Association and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in the Developer's discretion, when fifty (50%) of the Condominium Units are conveyed, or (b) mandatorily within (i) fifty-four (54) months after the date of the first Condominium Unit conveyance, or (ii) one hundred twenty days after seventy-five (75%) of all Condominium Units are conveyed, whichever occurs first.

Section 22. General Common Charges. "General Common Charges" means the cost and expenses incurred or projected in connection with the management, repair, maintenance, replacement, restoration, operation and administration of the General Common Elements unless as otherwise expressly provided in the Condominium Documents, and other expenses as expressly provided in the Parking Lease and Condominium Documents.

Section 23. Non-developer Co-owner. "Non-Developer Co-owner" means a Unit Owner that is not the Developer, or an affiliate of the Developer.

Section 24. Person. "Person" means an individual, firm, corporation, limited liability company, partnership, association, trust, the state, or an agency of the state or other legal entity, or any combination thereof.

Section 25. Residential Common Charges. "Residential Common Charges" means the costs and expenses incurred or projected in connection with the management, repair, maintenance, replacement, restoration, operation and administration of the Residential Limited Common Elements and the Residential Units, and the Residential Unit Co-owner's shares of the General Common Charges unless otherwise provided in the Condominium Documents, and other expenses expressly provided in the Parking Lease and Condominium Documents.

Section 26. Residential Limited Common Elements. "Residential Limited Common Elements" means the Common Elements designated to serve or benefit exclusively one or more of the Residential Units.

Section 27. Residential Rules and Regulations. "Residential Rules and Regulations" means the rules and regulations pertaining to the Residential Units.

Section 28. Residential Units. "Residential Units" means the Units in the Condominium designated from time to time for residential use.

Section 29. Transitional Control Date. "Transitional Control Date" means the date on which a Board of Directors of the Condominium Association takes office pursuant to an election in which the votes that may be cast by eligible Co-owners who are members of the respective Associations, unaffiliated with the Developer, exceed the votes that may be cast by the Developer.

Section 30. Unit or Condominium Unit. "Unit" or "Condominium Unit" each mean the enclosed space constituting a single complete Unit in Hartz Building Condominium, as such space may be described in Article V hereof and in the Condominium Subdivision Plan and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference to the plural shall also be included where the same would be appropriate and vice versa. Other terms that may be utilized in the Condominium Documents and which are not defined in this Article shall have the meanings provided in the Act.

ARTICLE IV  
COMMON ELEMENTS

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

Section 1. General Common Elements. The General Common Elements are:

(a) Land. The land and beneficial easements described in Article II hereof, including any common entryways, and common signage, if any, located thereon not identified as Limited Common Elements. Nothing herein shall obligate the Developer to construct any amenity herein described except as shown on the Condominium Subdivision Plan identified as "must be built."

(b) Electrical. The electrical transmission system located throughout the Project, not identified as Limited Common Elements, including that contained within Unit walls, up to the point of connection for individual Unit service, including light fixtures located on the exterior of the Building and within common areas, but not including, the electric meter, fixtures, plugs and switches for each Unit.

(c) Telecommunications. The telephone, data, fiber optic cable, broad band cable, satellite dish, antenna, low voltage wiring system, including without limitation cable television, fiber optic cables, security and television wires and similar systems and related wiring located throughout the Project, including that contained in Unit walls, up to the point of connection to the control panel for each Unit, to the extent such systems are not owned by the respective service provider.

(d) Gas. The gas distribution system located throughout the Project, not identified as Limited Common Elements, up to, but not including the gas meter that services any Residential Units or the Commercial Units, fixtures, appliances, valves, connections, within a Unit, together with the gas meter that services the General Common Elements, and including the gas distribution system leading up to the hot water heaters servicing the Residential Limited Common Elements and the Commercial Limited Common Elements (if such hot water heaters are gas powered).

(e) Water. The water distribution system located throughout the Project, including that contained in Unit walls, up to the point of entry to each Unit, including the water meters which service each building.

(f) Sanitary Sewer. The sanitary sewer system located throughout the Project, including that contained within Unit walls and the meters, up to the point of connection with any plumbing fixture trap within any Unit and extending to connection with the City of Detroit sanitary sewer system.

(g) Storm Drainage System. The storm drainage system, if any, within the Condominium.

(h) Construction. Foundations, supporting columns, structural steel, Unit perimeter walls (but not including windows and doors therein, except those designated as General Common Elements), floor construction between Units and Unit levels, and roof construction, if any.

(i) Facilities. The Facilities, by way of example and not limitation: the mechanical equipment, mechanical rooms, mechanical areaways, transformers, switch gear, fire protection room(s), fire suppression system wherever located, electrical room(s), meter room(s) and related chases, communication room(s), common stairs, common windows, common corridors, roof top, vents, any space or construction between the ceilings and roofs or ceilings and floors between Units, any space above the upper ceiling and roof, roof surface, water membrane, ballast, and

other elements of the roof and drainage system that are necessary to keep the Building protected from the elements, the emergency lighting system, the smoke detecting system serving the entire Building and not any individual Units, the mechanical chases, columns, trash room and trash compactor, and emergency generator, if any, all as so designated on the Condominium Subdivision Plan.

(j) Easements. All easements, if any, including all equipment owned by the Condominium Association located within the easements, which now exist or which may hereafter exist from time to time lying outside the Condominium Premises as well as all easements that burden the Condominium, and which provide utilities, access or other services required by the Condominium or that otherwise benefit or burden the Condominium.

(k) Stairways, Corridors, Hallways. The stairways, corridors, and hallways, if any, serving the Project as a whole shown as General Common Elements on the Condominium Subdivision Plan, if any.

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

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

Section 2. Residential Limited Common Elements. Residential Limited Common Elements shall be subject to the exclusive use and enjoyment of either all or less than all of the Owners of the Residential Units as the case may be. The Residential Limited Common Elements are:

(a) Unit 5 Rooftop Deck. The Unit 5 private rooftop deck and walkway, if and when constructed, shall be restricted to use by the Co-owner of Unit 5 to which such rooftop deck is appurtenant.

(b) Unit 5 Skylights. The Unit 5 skylights shall be restricted to use by the Co-owner of Unit 5 to which such skylights are appurtenant.

(c) Chases for Individual HVAC Units, Washers and Dryers. The mechanical chases specifically intended to service, and for the use of, the HVAC units, and washer and dryer appliances, in any individual Residential Unit shall be maintained as a Residential Limited Common Element.

(d) Interior Surfaces, Walls, Ceilings, and Floors. The interior unfinished surfaces of Unit walls, ceilings, floors, and any nonstructural interior walls, are limited in use to the Co-Owner of the Unit in which they are contained, except that there shall exist an easement through each of the foregoing for utilities or support necessary to other Units or Common Elements. The interior finished surfaces of Residential Unit Common Area walls, ceilings, floors are limited in use to the Residential Unit Co-owners.

(e) Mailboxes. Each individual Unit mailbox is limited to the Unit to which it is assigned.

(f) Utility Meters. Utility meters (gas, electric and water) that are separately metered and serve individual units are limited to the Unit served thereby.

(g) Windows, Screens, and Doors. The windows, screens, and doors, and their respective attachments, hardware, locking devices and systems serving a Unit are restricted in use to the Unit to which such windows, screens, and doors are appurtenant.

(h) Electrical. The electrical transmission system commencing at, and including the service panel, the meter that services each Residential Unit, and wiring, fixtures, plugs and switches for each Unit.

(i) Gas. The gas distribution system commencing at the connection of service within a unit, including the gas meter that services any Residential Units, fixtures, appliances, valves, and connections within each Unit.

(j) Water. The water distribution system within each Unit commencing at the point of connection within a Unit (Unit Shutoff Valve).

(k) Hallways and Stairwells. The hallways and stairwells service the Residential Units.

(l) Other. Any other Facilities or elements designated as Residential Limited Common Elements on the Condominium Subdivision Plan together with any such other elements of the Project exclusively serving the Residential Units or which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of the Residential Units.

Section 3. Commercial Limited Common Elements. Commercial Limited Common Elements shall be subject to the exclusive use and enjoyment of the Owner of the Commercial Unit. The Commercial Limited Common Elements shall consist of the following:

(a) Electrical. The electrical transmission system commencing at and including the service panel, the meter that services the Commercial Units and Commercial Limited Common Elements, and the wiring, fixtures, plugs and switches for each Commercial Unit.

(b) Gas. The gas distribution system commencing at the connection of service within the Commercial Unit, including the gas meter that services the Commercial Unit, fixtures, appliances, valves, and connections within the Commercial Unit.

(c) Water. The water distribution system within the Commercial Unit commencing at the point of connection within the Unit (Unit Shutoff Valve), including the Commercial Unit water meters.

(d) Interior Surfaces. The interior surfaces of perimeter walls which surround the Commercial Unit and floors shall be subject to the exclusive use and enjoyment of the Co-owner of such Commercial Unit. Likewise, the underside of the floor structure above the Commercial Unit shall be appurtenant to the Commercial Unit to the extent necessary to facilitate the suspension of the ceiling for such Commercial Unit.

(e) First Floor Façade. The first-floor façade (identified on Exhibit B as Commercial Limited Common Element shall be limited in use to the Co-owner of the Commercial Unit to which it is appurtenant.

(f) Windows, Screens, and Doors. The windows, screens, and doors, and their respective attachments, hardware, locking devices and systems exclusively serving the Commercial Unit are restricted in use to Commercial Unit to which such windows, screens, and doors are appurtenant



(g) HVAC, Hot Water, Etc. The heating, ventilating, air handling mechanisms and equipment, including hot water heaters, which are physically located within a Commercial Unit or which serve a Commercial Unit wherever located) shall be limited in use to such Commercial Unit.

(h) Signage. The signs located on the exterior of the Building which serve a Commercial Unit shall be limited in use to the Co-owner of the Commercial Unit.

(i) Outdoor Seating Area. The outdoor seating area adjacent to a Commercial Unit, if any, is limited to the use of the Commercial Unit to which it is appurtenant.

(j) Other. Any other Facilities or elements designated as Commercial Limited Common Elements on the Condominium Subdivision Plan together with such other elements of the Project exclusively serving the Commercial Unit or which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of the Commercial Unit.

Section 4. Responsibilities. The respective responsibilities for the maintenance, decoration, repair, removal and replacement of the Common Elements comprising the Condominium are as follows:

(a) General Common Elements. The costs of maintenance, decoration, repair, removal, and replacement of all General Common Elements described in Article IV, Section 1 shall be borne by the Condominium Association, including the cost of electricity, gas, water, and other costs associated therewith. The Association shall not be obligated to reimburse Co-owners for maintenance, decoration, repair, removal or replacement of General Common Elements that the Co-owner undertakes without authorization by the Association.

(b) Residential Limited Common Elements. The primary responsibility for maintenance, decoration, repair, removal and replacement of all Residential Limited Common Elements described in Article IV, Section 2, including the costs associated therewith, shall be borne by the Co-owner of the Residential Unit(s) to which such Residential Limited Common Elements appertains.

(c) Commercial Limited Common Elements. The primary responsibility for maintenance, decoration, repair, removal and replacement of all Commercial Limited Common Elements, described in Article IV, Section 3, including the costs associated therewith, shall be borne by the Co-owner of the Commercial Unit.

Section 5. Responsibilities for Owned Elements and Property. Each Co-owner shall be individually responsible for maintenance, repair and replacement of all equipment, fixtures, appliances, interior partition walls, cabinetry and the like located within his or her Unit (improvements and betterments).

- (a) All appliances and equipment within the Unit and supporting hardware, including, but not limited to humidifier, air cleaner, furnace filters, smoke alarm batteries, alarm system, garbage disposal, dishwasher, range, oven, microwave, refrigerator, vent fans and related duct work, dryer venting, vent covers, and light fixtures and bulbs, if any.
- (b) Individual unit entry doors, windows, doorwalls, screens, skylights, and supporting hardware, if any.
- (c) Electrical lines and fixtures from and including the breaker box servicing the Unit, even though part of the system may be designated as a General Common Element. Any modification to the existing electrical system must be approved by the Board of Directors in writing and completed by licensed electrician.

- (d) The water lines, pipes, valves and fixtures from and including the main shutoff for the Unit, with the exception of mains serving other Units, even though part of the system may be designated as a General Common Element. Any modification to the existing plumbing system must be approved by the Board of Directors in writing and completed by licensed plumber.
- (e) All drain lines from the point that such line first enters a Unit (protruding from the wall), even though part of the system may be designated as a General Common Element. Any modification to the existing plumbing system must be approved by the Board of Directors in writing and completed by licensed plumber.
- (f) All cabinets, counter tops, interior doors, closet doors, sinks, tile (either floor or wall) and related hardware, if any.
- (g) Interior wall construction and finished flooring (even though some of these may be designated as a General Common Element).
- (h) All improvement of decorations, including, but not limited to, paint, wallpaper, window treatments, carpeting or other floor coverings and trim, regardless if the same is damaged or removed as a result of the malfunction of a General Common Element or as a result of the Association performing its maintenance, repair or replacement responsibilities as to a General Common Element.
- (i) All other items not specifically enumerated above which may be located within the space constituting an individual Unit.

Some, or all, of the utility lines, systems (including mains and service leads), and equipment and any telecommunication systems described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment, and any telecommunications shall be General Common Elements only to the extent of the Co-owner's interest therein, if any, and Developer makes no warranty whatever with respect to the nature or extent of such interest, if any. The extent of the Developer's responsibility will be to see to it that telephone, water, electric, and natural gas mains are existing or installed within reasonable proximity to, but not necessarily within, the Units. Telephone, water, electric, and natural gas mains shall be installed with reasonable proximity to, but not necessarily within, the Units. Utilities (except water service) shall be metered to each Unit for payment by the Co-owner thereof.

Section 6. Failure of Co-owner to Perform Maintenance Responsibilities. In the event a Co-owner fails to maintain, decorate, repair, or replace any items for which he is responsible, the Association (and/or the Developer during the Construction and Sales Period) shall have the right, but not the obligation, to take whatever action or actions it deems desirable to so maintain, decorate, repair, remove, and replace any of such Limited Common Elements, all at the expense of the Co-owner of the Unit. Such right shall be conditioned upon 10 days' advance written notice to the Co-owner of the intention to take such action and failure of the Co-owner to rectify such failure. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at a future time, nor shall the Association's (or the Developer's) be liable to any Co-owner or any other person for failure to take any such action. The Developer and the Association shall have easements in furtherance of the rights accorded them hereunder as set forth in this Master Deed and no exercise of such rights shall be deemed to be a trespass or other infringement of the rights of any Co-owner, lessee or other person and shall not render the Developer or the Association liable to any person whatsoever on account of such exercise. All costs incurred by the Association or the Developer in performing any responsibilities under this Article which are required, in the first instance to be borne by any Co-owner, shall be assessed against such

Co-owner and shall be due and payable with his monthly assessment next falling due; further, the lien for nonpayment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines. Any costs becoming assessable hereunder shall include not only the direct costs of such maintenance, repair or replacement but shall also include such reasonable indirect costs as are determined, in the discretion of the assessing party, to have been incurred by it in taking such action.

Section 7. Use of Units and Common Elements. No Co-owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner that will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements. No Limited Common Element, if created, may be modified or its use enlarged or diminished by the Association without the written consent of the Co-owner to which Unit the same is appurtenant.

ARTICLE V  
UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Description of Units. The Project consists of five Condominium Units as shown on the Condominium Subdivision Plan numbered 1 to 5 inclusive. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Hartz Building Condominium as prepared by Giffels Webster engineers & surveyors whose address is 28 W. Adams, Suite 1200, Detroit, Michigan 48226. Each Unit shall include all that space contained within the interior unfinished, unpainted walls and ceilings and from the subfloor, all as shown on the floor plans and sections in the Condominium Subdivision Plan and delineated with heavy outlines. The dimensions shown on Condominium Subdivision Plan have been or will be physically measured by Giffels Webster. In the event the actual dimensions for a specific Unit or Common Element differ from the measurements shown on the Condominium Subdivision Plan, then the dimensions shown on the Condominium Subdivision Plan shall be deemed to be automatically changed in the same manner and to the same extent as the actual measured dimensions.

Section 2. Percentage of Value. The percentage of value assigned to each Unit is set forth below. Percentages of value are based upon a comparative analysis of relative Unit areas and use characteristics of each Unit. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and the expenses of administration and the value of such Co-owner's vote at meetings of the Association. The total value of the Project is 100%.

<u>Unit Number</u>	<u>Percentage of Value</u>
1	33.6
2	16.6
3	16.6
4	16.6
5	16.6

ARTICLE VI  
SUBDIVISION, CONSOLIDATION,  
AND OTHER MODIFICATIONS OF UNITS,  
ASSIGNMENT AND REASSIGNMENT OF LIMITED COMMON ELEMENTS

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

Section 1. By Developer. Developer reserves the sole right during the Construction and Sales Period and without the consent of any other Co-owner or any mortgagee of any Unit to take the following action:

(a) Subdivide Units. Subdivide or resubdivide any Units which it owns and in connection therewith to construct and install walls, floors, ceilings, utility conduits and connections, and any other improvements reasonably necessary to affect the subdivision, any or all of which may be designated by the Developer as General Common Elements, or Residential or Commercial Limited Common Elements; such construction shall not adversely affect the structural integrity of the building nor disturb any utility connections serving Units other than temporarily. Such subdivision or resubdivision of Units 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 sole discretion of Developer, its successors or assigns.

(b) Consolidate Contiguous Units. Consolidate under single ownership two or more Units that are separated only by Unit perimeter walls or ceilings. In connection with such consolidation, Developer may alter or remove all or portions of the intervening wall, provided that the structural integrity of the building is not affected thereby, and provided that no utility connections serving other Units are disturbed other than temporarily. Such consolidation of Units 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 sole discretion of the Developer, its successors or assigns.

(c) Relocate Boundaries. Relocate any boundaries between adjoining Units, separated only by Unit perimeter walls or other Common Elements not necessary for the reasonable use of Units other than those subject to the relocation. In connection with such relocation, Developer may alter or remove all or portions of the intervening wall, provided that the structural integrity of the building is not affected thereby, and provided that no utility connections serving other Units are disturbed other than temporarily. The relocation of such boundaries 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 sole discretion of the Developer, its successors or assigns.

(d) Amendments to Effectuate Modifications. In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from such subdivision, consolidation or relocation of boundaries shall be separately identified by number and the percentage of value as set forth in Article V hereof for the Unit or Units subdivided, consolidated or as to which boundaries are relocated shall be proportionately allocated to the resultant new Condominium Units 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. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project. Such amendment or amendments to the Master Deed shall also contain such further definitions of General Common Elements, or Residential or Commercial Limited Common Elements as may be necessary to adequately describe the buildings and Units in the Condominium Project as so modified. 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 that the Developer or its successors may determine necessary in conjunction with such amendment or amendments. 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 re-recording an entire Master Deed or the Exhibits hereto.

Section 2. By Co-owners. One or more Co-owners may undertake:

(a) Subdivision of Units. The Co-owner of a Unit may subdivide his Unit upon request to and approval by the Association in accordance with Section 49 of the Act. Upon receipt of such request, the president of the Association involved shall present the matter to the Board of Directors for review and, if approved by the Board, cause to be prepared an amendment to the Master Deed, duly subdividing the Unit, separately identifying the resulting Units by number or other designation, designating only the Limited or General Common Elements in connection therewith, and reallocating the percentages of value (if necessary) in accordance with the Co-owner's request. The Co-owner requesting such subdivision shall bear all costs of such amendment. Such subdivision shall not become effective, however, until the amendment to the Master Deed, duly executed by the Association, has been recorded in the office of the Wayne County Register of Deeds.

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

Section 3. Limited Common Elements. Limited Common Elements shall be subject to assignment and reassignment in accordance with Section 39 of the Act and in furtherance of the rights to subdivide, consolidate, or relocate boundaries described in this Article.

ARTICLE VII  
CONVERTIBLE AREAS

Section 1. Designation of Convertible Areas. All Units, the Common Elements, and such other areas designated on the Condominium Subdivision Plan are hereby designated as "Convertible Area" within which the Common Elements and Units may be converted, modified, expanded to create additional units and/or general and limited common elements. Also, all Unit perimeter walls (and elements contained therein), are convertible to the extent necessary to enable the exercise of any rights permitted to the Developer.

Section 2. Developer's Right to Modify Units and Common Elements. The Developer reserves the right, in its sole discretion, during a period ending six years from the date of recording of this Master Deed to convert, modify the size, location, design, or elevation of the Convertible Areas, including unsold Units and/or General or Limited Common Elements appurtenant to or geographically proximate to such unsold Units and within the areas immediately adjacent to the unsold Units and/or immediately adjacent to the Common Elements as need arises in order to make reasonable changes to Unit types and sizes, to increase and decrease the immediately adjacent common areas, or to create additional Units and/or General and Limited Common Elements, so long as such modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy, or other significant attribute or amenity of any Unit which adjoins or is proximate to the Convertible Area.

Section 3. Right to Modify Floor Plans. The Developer further reserves the right to amend and alter the floor plans and/or elevations of any buildings and/or Units described in the Condominium Subdivision Plan attached hereto. The nature and appearance of all such altered buildings and/or Units shall be determined by the Developer in its sole judgment. All such improvements shall be reasonably compatible with the existing structures in the Project, as determined by the Developer in its sole discretion.

Section 4. Amendment of Master Deed. Any such conversion of this Condominium Project shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted when applicable in order to preserve a total value of 100% for the entire Project resulting from such amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of the Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project.

Section 5. Consent of Interested Persons. All Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be proposed by the Developer to effectuate the purposes of this Article and to any proportionate reallocation of percentages of value of existing Units which the Developer may determine necessary in conjunction with such amendments. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

Section 6. Expiration of Rights. Notwithstanding any herein to the contrary, if the Developer has not completed the development and construction of the entire Project, including proposed improvements

whether identified as "Must be Built" or "Need not be Built," during a period ending 10 years from the date of commencement or construction by the Developer of the Project, the Developer, its successors, or assigns have the right to withdraw from the Project all undeveloped portions of the Project without the prior consent of any Co-owners, mortgagees or Units in the Project, or any other party having an interest in the Project. If the Developer has exercised any of its rights contained in the Master Deed permitting the expansion, contraction, or rights of convertibility of Units or Common Elements, then the time period is 6 years from the date the Developer exercised its rights with respect to the expansion, contraction, or right of convertibility, whichever right was exercised last. The undeveloped portion of the Project withdrawn shall also automatically be granted easements for utility and access purposes through the Project for the benefit of the undeveloped portions of the Project. If the Developer does not withdraw the undeveloped portions of the Project from the Project before the expiration of the time periods, such lands shall remain part of the Project as General Common Elements and all rights to construct Units upon that land shall cease. In such an event, if it becomes necessary to adjust percentages of value as a result of fewer Units existing, a Co-owner or the Association of Co-owners may bring an action to require revisions to the Percentages of Value.

#### ARTICLE VIII EXPANSION OF CONDOMINIUM

Section 1. Expansion of Condominium. The Condominium Project established pursuant to the initial Master Deed of this Condominium and consisting of five (5) Units. The Developer reserves the right to expand the Project to include additional Units. In its entirety, the Project may contain a total of ten (10) Units. The Developer reserves the right to subject Units added to the Project to separate restrictions and methods of assessing for expenses as determined in the sole judgment of the Developer.

Section 2. Increase in Number of Units. Any other provisions of this Master Deed notwithstanding, the number of Units in the Condominium may, at the option of the Developer or its successors or assigns, from time to time, within a period ending no later than six (6) years from the date of recording this Master Deed, be increased by the construction of Condominium Units thereon. This reserved expansion period may be extended with the prior approval of sixty-six and two-thirds (66 2/3%) of all Co-Owners eligible to vote. The location, nature, appearance, design (interior and exterior), structural components, and common elements of all such additional Units as may be constructed thereon shall be determined by the Developer in its sole discretion. Additional Unit areas may include commercial, mixed-use, residential, rental, parking, or other form of development.

Section 3. Expansion Not Mandatory. Nothing herein contained shall in any way obligate Developer to enlarge the Condominium beyond the Project established by this Master Deed. There are no restrictions on the election of the Developer to expand the Condominium other than as explicitly set forth herein. There is no obligation on the part of the Developer to add Units to the Condominium nor is there any obligation to add Units in any particular order nor to construct particular improvements thereon in any specific locations.

Section 4. Consent Not Required. The consent of any Co-owner or any mortgagee shall not be required to expand the Condominium as set forth in this Article. All Co-owners and mortgagees or other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to expansion and any amendment or amendments to this Master Deed to effectuate the expansion, and to any reallocation of Percentages of Value of existing Units which the Developer may determine necessary in connection with such amendment or amendments. All such persons irrevocably appoint the 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 recording 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. These provisions give notice to all Co-owners, mortgagees and other persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, further provide notice that such development may take place in the future and no further notice of such amendment shall be required.

Section 5. Amendment to Master Deed. All modifications to Units and Common Elements made pursuant to this Article shall be given effect by appropriate amendment to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer and in which the percentages of value assigned to each Unit shall be proportionately readjusted, if applicable, to preserve a total value of 100% for the entire Project. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of the Developer and shall reflect a continuing reasonably relationship among percentages of value based upon the original method and formula described in the Master Deed. The amendments or amendments to the Master Deed shall also contain such further definitions and redefinitions of General Common Elements or Limited Common Elements and maintenance responsibilities as may be necessary to adequately describe and service the Units and Common Element being modified by such amendments. In connection with any such amendment, Developer shall have the right to change the nature of any Common Element or easement previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article.

ARTICLE IX  
EASEMENTS

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

Section 2. Easements Retained by Developer.

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



(b) Utility Easements. The Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article II or any portion or portions thereof, and for the benefit of any other land adjoining the Condominium if now owned or hereafter acquired by Developer or its successors perpetual easements to utilize, tap, tie into, extend, and enlarge all utility mains located in the Condominium, including, but not limited to, water, gas, sanitary sewer, and storm water drainage systems within the Project and contained within Units. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends, or enlarges any utilities located in the Condominium, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises or Unit to their state immediately prior to such utilization, tapping, tying into, extension, or enlargement of such utility. All expenses of maintenance, repair, and replacement of any utility mains referred to in this Section shall be shared by this Condominium and any developed portions of the land described in Article II that are served by such mains including any other land adjoining the Condominium now owned or hereafter acquired by Developer or its successors. This easement shall run with the land in perpetuity. The Developer has no financial obligation to support such easements.

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

(d) Construction and Sales Period. The Developer reserves the right at any time during the Construction and Sales Period to maintain reasonable facilities, including but not limited to, signage, commercial lighting, marketing and sales offices, business offices, construction offices, model Units, storage areas, and parking facilities to facilitate the construction and sales of the Project. During the Construction and Sales Period, the Developer may invite the general public, and/or government officials and entities, and/or the media to enter upon the Condominium for purposes of sales and marketing events of the Developer and of the Project. During the Construction and Sales Period, and forever thereafter, the Developer reserves the unrestricted right to the use of the "Hartz Building Condominium" name and/or other identifying phrases, marks, logos, photographs, drawings, designs, plans, signage, and marketing and promotional materials associated with the Project and may use them for any and all purposes. The Developer may assign the easements and rights contained in this paragraph without notice or consent of the Co-owners.

Section 2. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry, and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes, or other lawful purposes as may be necessary for the benefit of the Condominium or for the benefit of any other land; subject, however, to the approval of the Developer during the Construction and Sales Period.

Section 3. Easements for Maintenance, Repair, and Replacement. The Developer, the Association and all public or private utility companies shall have such easements over, under, across, and through the

Condominium Premises, including all Units and Common Elements as may be necessary to develop, construct, market, and operate any Units within the land described in Article II hereof, and also to fulfill any responsibilities of maintenance, repair, decoration, or replacement which they or any of them are required or permitted to perform under the Condominium Documents or by law. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, water lines, sanitary sewer lines, electrical and communication lines, sprinkler controls and valves, and other Common Elements located within any Unit or its appurtenant Limited Common Elements. In the event the Developer, Association or its successors or assigns, utilizes, taps, ties into, extends, or enlarges any utilities located in the Condominium, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises or Unit to their state immediately prior to such utilization, tapping, tying into, repair, replacement, extension, or enlargement of such utility.

Section 4. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Construction and Sales Period, shall have the power to grant such easements, licenses, and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna, and similar services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state, or local law or ordinance. In the event the Association enters into a bulk rate telecommunications agreement, the Co-owners agree to the inclusion of the cost of such service to be included as a cost of administration and assessed as per the Condominium Bylaws.

Section 5. Emergency Access Easement. There shall exist for the benefit of all Co-owners, their guests and invitees, the City, or any emergency service agency, an ingress and egress easement over the Common Elements as depicted on the Condominium Subdivision Plan, for purposes of, without limitation, fire and police protection, ambulance and rescue services and other lawful governmental or private emergency services to the Condominium Project and the Co-owners, their guests and invitees. This easement shall not obligate the City or the County to any maintenance or repair obligations with respect to the General Common Elements within the Condominium and this grant shall in no way be construed as a dedication of any General Common Element to the public.

Section 6. Termination of Easements. The Developer reserves to itself and its successors and assigns the right to terminate and revoke any easement granted in this Master Deed at such time as the particular easement may become unnecessary. Any termination or revocation of an easement under this paragraph shall be given effect by the recordation of an appropriate amendment to this Master Deed in accordance with the requirements of the Act.

ARTICLE X  
AMENDMENT

This procedure for amending the Master Deed shall be the same as set forth in Article XVI of the Bylaws

ARTICLE XI  
ASSIGNMENT

Any, or all, of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use, proposed action, or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the office of the Wayne County Register of Deeds.

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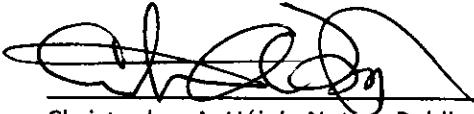
BY ITS SIGNATURE BELOW AND BY RECORDING OF THIS MASTER DEED, Hartz Building Condominium, is established as a Condominium under the provisions of the Michigan Condominium Act.

1529 Broadway Development, LLC  
a Michigan limited liability company

By:   
Rick Gheri  
Its: Authorized Member

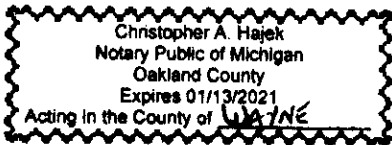
STATE OF MICHIGAN            )  
  ) SS.  
COUNTY OF WAYNE            )

On this 14<sup>th</sup> day of August 2019, the foregoing Master Deed of Hartz Building Condominium was acknowledged before me by Rick Gheri, the authorized member of 1529 Broadway Development, LLC, a Michigan limited liability company.

  
Christopher A. Hajek, Notary Public,  
Oakland County, Michigan  
My commission expires: 01-13-2021  
Acting in Wayne County, MI

Master Deed drafted by:

Christopher A. Hajek, Esq.  
The Hajek Firm, PLLC  
3325 Michigan Avenue  
Detroit, Michigan 48216  
(248) 613-9563



When recorded, return to drafter.

/Users/ChristopherHajek/Documents/THF - Client Files/@ to Infinity/1529 Broadway Development, LLC/Hartz Condominium/Master Deed & Bylaws/Hartz Building Master Deed R4.docx

**EXHIBIT "A"**  
**Hartz Building Condominium**  
**BYLAWS**

ARTICLE I  
CONDOMINIUM ASSOCIATION

Hartz Building Condominium, a mixed-use Condominium Project located in the City of Detroit, Wayne County, Michigan, shall be administered in accordance with the following provisions:

Section 1. Condominium Association. The Hartz Building Condominium Association shall be a non-profit corporation, hereinafter called the "Condominium 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 Condominium Documents and the laws of the State of Michigan.

Section 2. Hartz Building Condominium Bylaws. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3(9) of the Act and the Bylaws provided for under the Michigan Nonprofit Corporation Act for the Condominium Association.

Section 4. Membership. Each Co-owner shall be entitled to membership and no other person or entity shall be entitled to membership in the Condominium Association. The share of a Co-owner in the funds and assets of either the Condominium Association cannot be assigned, pledged, or transferred in any manner except as an appurtenance to his Unit.

Section 5. Condominium Documentation. The Condominium Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project available at reasonable hours to Co-owners, prospective purchasers, mortgagees, and prospective mortgagees of Units in the Condominium Project. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

ARTICLE II  
ASSESSMENTS

All expenses arising from the management, administration, and operation of the Association in pursuance of its authorizations 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 General Common Elements. All costs incurred by the Condominium Association as General Common Charges in satisfaction of any liability arising within, caused by, or connected with the General Common Elements or the administration of the General Common Elements and easement shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, any policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the General Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act. General Common Charges shall

be borne by all Co-owners in proportion to their interest set forth in Article V, Section 2 of the Master Deed.

Section 2. Assessments for Residential Common Charges. Residential Common Charges shall be determined exclusively by the board of directors and such assessments shall be borne solely by the Co-owners of Residential Units.

Section 3. Assessments for Commercial Common Charges. Commercial Common Charges shall be determined by the board of directors and the Commercial Unit Owner. The assessment for the Commercial Common Charges shall be borne solely by the Co-owner(s) of Commercial Unit(s).

Section 4. Determination of Assessments. Assessments shall be determined in accordance with the following provisions:

(a) Budget; Regular Assessments. The Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year that 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, REMOVAL, 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 PAYMENTS AS SET FORTH IN SECTION 4(E) BELOW RATHER THAN BY SPECIAL ASSESSMENTS. AT A MINIMUM, THE RESERVE FUND SHALL BE EQUAL TO 10% OF THE ASSOCIATION'S CURRENT ANNUAL BUDGET ON A NONCUMULATIVE BASIS. SINCE THE MINIMUM STANDARD REQUIRED BY THIS SUBPARAGRAPH MAY PROVE TO BE INADEQUATE FOR THIS PARTICULAR PROJECT, THE ASSOCIATION SHOULD CAREFULLY ANALYZE THE CONDOMINIUM PROJECT 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. Upon adoption of an annual budget, copies of the budget for the Condominium Association shall be delivered to each Co-owner, copies of the budget shall be delivered to each Co-owner, and the assessment for said year shall be established based upon said budget. The annual assessment as so determined and levied shall relate back and constitute a lien against all affected Units as of the first day of the fiscal year to which the assessments relate. Failure to deliver a copy of the budgets to each Co-owner shall not affect or in any way diminish such lien or the liability of any Co-owner for any existing or future assessments. Should the Association, at any time decide, in its sole discretion: (1) that the assessments levied are or may prove to be insufficient (a) to pay the costs of operation and management of the Condominium, (b) to provide replacements of existing Common Elements, (c) to provide additions to the Common Elements not exceeding \$10,000.00 annually, or (2) that an emergency exists, the Association shall have the authority, with respect to an expense item for which it is responsible, to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Association shall also have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 4 hereof. The discretionary authority of the Association to levy assessments pursuant to this subparagraph shall rest solely with the Association for the benefit of the members thereof and shall not be enforceable by any creditors of the Association or of the members thereof.

(b) Special Assessments. Special assessments, in addition to those required in subparagraph (a) above, may be made from time to time by the Condominium Association with respect to the General Common Elements, including, but not limited to: (1) assessments for additions to the Common Elements of a cost exceeding \$10,000.00 annually, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 7 hereof, or (3)

assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph (b) (but not including those assessments referred to in subparagraph 2(a) above, shall not be levied without the prior approval of more than 66 2/3% of all Co-owners. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or of the members thereof.

(c) Initial Working Capital Account. To establish an initial working capital account for the Condominium, a first purchaser of a Condominium Unit from the Developer, at the time of closing, shall pay to the Association a sum equal to two (2) monthly assessment installments, which sum shall be non-transferable and nonrefundable.

(d) Limitations on Assessments for Litigation. The board of directors shall not have authority under this Article, or any other provision of these Bylaws or the Master Deed, to levy any assessment, or to incur any expenses or legal fees with respect to any litigation, without the prior approval, by affirmative vote, of not less than 75% of all Co-Owners for actions brought by the Condominium Association. This subsection shall not apply to any litigation commenced by either Association to enforce collection of delinquent assessments pursuant to Article II, Section 6 of these Bylaws. In no event shall the Developer be liable for, nor shall any Unit owned by the Developer be subject to any lien for, any assessment levied to fund the cost of asserting any claim against the Developer, whether by arbitration, judicial proceeding, or otherwise. Nothing in this paragraph shall impact the right of either Association to defend itself in any action or claim brought against the Association.

(e) Apportionment of Assessments. Except as otherwise expressly provided in the Master Deed or these Bylaws, 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 each Co-owner's proportionate share of the expenses of administration as provided in Article V, Section 2, Section 3 and Section 4 of the Master Deed and without increase or decrease for the existence of any rights to the use of Common Elements appurtenant to a Unit except as otherwise specifically provided in the Master Deed. Annual assessments as determined in accordance with Article II, Section 4(a) above shall be payable by Co-owners in periodic installments, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means.

Section 5. Developer's Responsibility for Assessments. The Developer of the Condominium, even though a member of the Association, shall not be responsible for payment of any assessments. The Developer, however, shall pay the expenses of maintaining Units that it owns, together with a proportionate share of all current expenses of administration relative thereto which are actually incurred by the Association from time to time, except expenses related to maintenance and use of the Units in the Project and of the improvements constructed within or appurtenant to the Units that are not owned by Developer. For purposes of the foregoing sentence, the Developer's proportionate share of such expenses shall be based upon the ratio of all Units owned by the Developer at the time the expense is incurred to the total number of Units then in the Project. In no event shall Developer be responsible for payment, 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. Any assessments levied by either Association against the Developer for other purposes shall be void without Developer's consent. Further, the Developer shall in no event be liable for any assessment levied in whole or in part to purchase any Unit or to finance any litigation or other claims against the Developer, any cost of investigating and preparing such litigation or claim, or any similar or related costs.

Section 6. Penalties for Default. The payment of an assessment shall be in default if any installment thereof is not paid in full on or before the due date for such installment. A late charge of \$50.00 per installments, or such other amount as established by the Board, shall be imposed automatically by the Association upon each installment in default for ten (10) or more days 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. The Association may, pursuant to Article XIX, Section 4 and Article XX hereof, levy fines for late payment of assessments in addition to such late charge. Each Co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to his Unit which may be levied while such Co-owner is the owner thereof, except a land contract purchaser from any Co-owner including Developer shall be so personally liable and such land contract seller shall not be personally liable for all such assessments levied up to and including the date upon which such land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorney's fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates.

Section 7. Liens for Unpaid Assessments. Sums assessed to Co-owner which remain unpaid, including but not limited to regular assessments and special assessments, together with interest on such sums, collection and late charges, advances made by the Association of Co-owners for taxes or other liens to protect its lien, attorney fees, and fines in accordance with the Condominium Documents shall constitute a lien upon the Unit or Units in the Project owned by the Co-owner at the time of the assessment before other liens except tax liens on the Unit in favor of any state or federal taxing authority and sums unpaid on a first mortgage of record except that past due assessments that are evidenced by a notice of lien, recorded as set forth in Section 108 of the Condominium Act. Any such unpaid sum shall constitute a lien against the Unit as of the first day of the fiscal year to which the assessment, fine or late charge relates and shall be a lien prior to all claims except real property taxes and first mortgages of record. All charges which the Association may levy against any Co-owner shall be deemed to be assessments for purposes of this Section and Section 108 of the Act. Upon the sale or conveyance of a Unit, all unpaid assessments, interest, late charges, fines, costs, and attorney fees against the Unit shall be paid out of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature except amount due the state, or any subdivision thereof, or any municipality for taxes and special assessments due and unpaid on the Unit and payments due under a first mortgage having priority thereto.

Section 8. Waiver of Use or Abandonment of Unit. 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 Unit.

Section 9. Enforcement.

(a) Remedies. In addition to any other remedies available to the Association, 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. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any utilities or other services to a Co-owner in default upon



seven-day 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; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from his 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 him. The Association may also assess fines for late payment or non-payment of assessments in accordance with the provisions of Article XIX, Section 4 of these Bylaws. All of these remedies shall be cumulative and not alternative.

(b) Foreclosure Proceedings. 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 the lien securing payment of assessments either by judicial action or by advertisement. The Association is entitled to reasonable interest, expenses, costs and attorney fees for foreclosure 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. The redemption period for a foreclosure is 6 months from the date of sale unless the property is abandoned, in which event the redemption period is 1 month from the date of sale. 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 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 of a Unit in the Project acknowledges that at the time of acquiring title to such Unit, he was notified of the provisions of this subparagraph and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit. The Co-owner of a Unit subject to foreclosure and any purchaser, grantee, successor, or assignee of the Co-owner's interest in the Condominium Unit, is liable for assessments by the Association of the Co-owners chargeable to the Unit that become due before expiration of the period of redemption together with interest, advances made by the Association for taxes or other liens to protect its lien, costs and attorney fees incurred in their collection.

(c) Notice of Action. 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 days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address, a written notice that one or more installments of the annual assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten 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 (exclusive of interest, costs, attorney's 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 Wayne County Register of Deeds prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing. If the delinquency is not cured within the ten-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 delinquent Co-owner and shall inform him that he may request a judicial hearing by bringing suit against the Association.

(d) Expenses of Collection. 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 his Unit.

Section 10. Statement as to Unpaid Assessments. The purchaser of any Unit may request a statement from the Association as to the amount of any unpaid Association assessments thereon, whether regular or special. 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 a Unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the sale or conveyance of the Unit, all unpaid assessments, interest, late charges, fine, costs, and attorney fees against the Unit shall be paid out of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature, except, amounts due the state, or any subdivision, or municipality for taxes and special assessments due and unpaid on the Unit, and payments due under a first mortgage having priority thereto. Upon the payment of the assessments and associated charges, the Association's lien for assessments as to such Unit shall be deemed satisfied. Nothing herein withstanding, the failure to collect the payment for the unpaid assessment at closing of the purchase of such Unit shall render any unpaid assessments and the lien securing the same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act.

Section 11. Liability of Mortgagee. Notwithstanding any other provision of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project 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, 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 12. 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 13. Personal Property Tax Assessment of Association Property. The Condominium 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 14. 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.

### ARTICLE III ARBITRATION

Section 1. Rights of the Association. Actions on behalf of and against the Co-owners shall be brought in the name of the Association. Subject to the express limitations on actions in these Bylaws and in the Association's Articles of Incorporation, the Association may assert, defend or settle claims on behalf of all Co-owners in connection with the Common Elements of the Condominium.

Section 2. Mandatory Arbitration with the Developer. The Developer has endeavored to draft the Condominium Documents so as to ensure, to the extent reasonably possible, that the Project, Association and the Co-owners each operate the Project in an efficient manner most likely to minimize disputes between and among them. To this end, Developer, the Association, the Boards of Directors, Co-owners and occupants of any Unit acknowledge and agree (by taking ownership or occupancy of a Unit) that to the extent permitted by applicable law, any claim which might be the subject of a civil action against the Developer which involves an amount of \$2,500.00 or more and arises out of or relates to the Project, a Unit, or a Purchase Agreement for a Unit, or which involves any claim by any Association against the Developer in excess of \$10,000.00 and arises out of or relates to the Common Elements of the Project, shall be settled by binding arbitration. The Arbitration shall be conducted in accordance with applicable law, the currently applicable rules of the American Arbitration Association and the provisions of this Article. The Arbitrator shall have the right and authority to grant interim and injunctive relief of all such disputes. Judgment upon the award(s) by arbitration may be entered in a circuit court of appropriate jurisdiction. The person or entities which are subject to any claim are individually referred to in this Article III as a "Party" and collectively referred to as "Parties."

Section 3. Co-owner Approval. The commencement of any arbitration against the Developer shall require the approval of a 75% majority in number and in value of the Co-owners at the time the claim is made and shall be governed by the requirements of this Article III.

Section 4. Location and Governing Rules. Any arbitration conducted pursuant to these Bylaws shall be held in Wayne County, Michigan. Arbitration will be held pursuant to the Commercial Arbitration Rules of the American Arbitration Association (the "Rules") currently in effect except as modified by these Bylaws or any future agreement for alternative dispute resolution between the Parties.

Section 5. Modification of Rules. It is expressly understood between the Parties that the Rules and those modifications contained herein shall control the process and disposition of arbitration pursuant to these Bylaws and shall be specifically enforced by the arbitrator subject only to any discretion granted herein (the "Modified Rules"). The arbitrator shall have authority to waive enforcement of the Modified Rules only if a Party seeking such waiver shows both good cause for the need to waive such rules and that such waiver will serve substantial justice. It is further the intent of the Parties that the time limitations and filing deadlines contained in these Bylaws shall be enforced.

Section 6. Demand and Claim. Within a reasonable time, but (to the extent permitted by applicable law) in no event later than one (1) year of learning of a controversy or claim subject to these Bylaws, any Party claiming injury for which they assert another Party is responsible (the "Claimant") shall submit a demand for arbitration to the American Arbitration Association (the "Demand"). The Demand must include the following:

- (a) A specific statement of facts;
- (b) A specific computation of all damages claimed to have been sustained by the Claimant; and
- (c) A specific statement setting forth the reason why Claimant believes that the other Party is responsible for such damages including listing any and all contract or other provisions of the Condominium Document or applicable law alleged to have been violated and any and all legal theories which support the claimed injury.

No Demand which fails to meet these provisions will be considered effective or will be considered a tolling period contained in these Bylaws or any statute of limitations. The Demand shall be served both on the American Arbitration Association and all other Parties subject to such Arbitration (the "Respondent(s)").

Section 7. Response to Demand and Claim. Within twenty-eight (28) days of receiving the Demand, Respondent(s) shall answer the Demand specifically setting forth:

- (a) A specific response to the facts contained in the Demand.
- (b) Any legal theories which support the conclusion that Respondent is not responsible for such claimed damages; and/or
- (c) Any affirmative defenses to the Demand (the "Answer").

At such time, Respondent shall also submit any counter-demand. Such counter-demand must meet the requirements of the preceding paragraph.

Section 8. Arbitration Procedure. Within thirty (30) days of receiving the Answer, the American Arbitration Association shall appoint an arbitrator or arbitrators pursuant to Rule 13 of the Rules. Within ten (10) days of the appointment of the arbitrator, the arbitrator(s) shall hold a telephone conference to establish a scheduling and discovery order setting forth dates for the following events:

- (a) The exchange of documents;
- (b) The exchange of witness lists; and
- (c) The date for Arbitration.

Section 9. Discovery. No other discovery shall be conducted unless otherwise provided by the Rules or as mutually agreed to between the Parties involved in such Arbitration.; It is expressly agreed between the Parties that efficiency and speed are of primary importance to each Party. Therefore, the waiver or modification of the time limits contained herein, or the adjournment of matters set forth herein shall not be possible without approval of the arbitrator(s). The arbitrator(s) shall only provide such approval in extreme circumstances.

Section 10. Conduct of Hearings. The arbitrator(s) shall have sole discretion with respect to the conduct of the hearings, to conduct a hearing or hearings pursuant to the Rules except that the arbitrator(s) is, subject to his/her discretion, encouraged to conduct an attorney conference (with or without the Parties) at the start of the hearing for the purpose of focusing on the issues in dispute and the evidence necessary to resolve the issues.

Section 11. Binding Effect of Award. The Arbitrator(s) award shall be final and binding on all Parties and a judgment upon such award may be entered and enforced in any court having jurisdiction.

Section 12. Section 107 Action by Co-owners. Nothing in this Article shall, however, prohibit a co-owner from maintaining an action in court against the Association and its officers and directors to compel these persons to enforce the terms and provisions of the Condominium Documents, nor to prohibit a co-owner from maintaining an action in court against any other co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

#### ARTICLE IV INSURANCE

Section 1. Extent of Coverage. The Condominium Association shall carry fire and extended coverage, vandalism and malicious mischief (the maximum deductible amount must be no greater than 5% of the face amount of the policy), liability insurance (minimum coverage of not less than \$5,000,000.00 for a single occurrence, \$5,000,000.00 in the aggregate), and workmen's compensation insurance (if applicable), pertinent to the ownership, use and maintenance of the Common Elements of the

Condominium as set forth below, and such other insurance as the Board of directors shall deem advisable. The Condominium Association shall also carry Fidelity Bond coverage<sup>1</sup> for both Associations in an amount not less than a sum equal to three months aggregate assessments on all Units plus reserve funds on hand, Directors and Officers Liability coverage for both Associations, and such other insurance as the Board of Directors deems advisable. All such insurance shall be carried and administered in accordance with the following provisions:

(a) Responsibility of Association. All such insurance shall be purchased by the Condominium 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. The liability insurance carried by the Condominium Association shall, where appropriate, contain cross-liability endorsements to cover liability of the Co-owners as a group to another Co-owner. Any insurance policy carried by the Condominium Association shall not be cancelled or substantially modified without at least ten (10) days prior written notice to the Association and each holder of a first mortgage. The Condominium Association may purchase as an expense of administration an umbrella insurance policy that covers any risk required hereunder which was not covered due to lapse or failure to procure.

(b) Insurance of Common Elements. All structural elements contained within and attached to the Units and in existence upon creation of the Condominium shall be insured by the Association 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 Condominium Association in consultation with its appropriate professional advisors, in light of commonly employed methods for the reasonable determination of replacement costs. The policy shall include a "Guaranteed Replacement Cost Endorsement" or a "Replacement Cost Endorsement" and, if the policy also includes a coinsurance clause, an "Agreed Amount endorsement". The policy shall also include an "Inflation Guard Endorsement", if available, and a "Building Ordinance and Law Endorsement". All information in the Condominium Association's records regarding insurance coverage shall be made available to all Co-owners upon request and reasonable notice during normal business hours so that 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.

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

(d) Proceeds of Insurance Policies. Proceeds of all insurance policies owned by the Condominium Association shall be received by the Association, held in a separate account and distributed to the Association, 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

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<sup>1</sup> Such Fidelity Bond insurance to cover all officers, directors and employees of the Association and all other persons, including any management agent, handling or responsible for any monies received by or payable to the Association (it being understood that if the management agent or others cannot be added to the Association's coverage, they shall be responsible for obtaining the same type and amount of coverage on their own before handling any Association funds).

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 Condominium unless all of the institutional holders of first mortgages on Units in the Condominium have given their prior written approval.

(e) Determination of Primary Carrier. It is understood that there may be overlapping coverage between the Co-owners' policies and those of the Association, as required to be carried pursuant to this Article. In situations where both coverages/policies are applicable to a given loss, the provisions of this subsection shall control in determining the primary carrier. In cases of property damage to the Unit and its contents or damages to a Limited Common Element for which the Co-owner is assigned responsibility for maintenance, repair, and replacement pursuant to the provisions of Article IV of the Master Deed (including improvements and betterments), the Co-owner's policy/carrier shall be deemed to be the primary carrier. In cases of property damage to the General Common Elements or a Limited Common Element for which the Association is assigned responsibility for maintenance, repair, and replacement pursuant to the provisions of Article IV of the Master Deed the Association's policy/carrier shall be deemed to be the primary carrier. In cases of liability for personal injury or otherwise, for occurrences in/on the Unit or in/upon a Limited Common Element for which the Co-owner is assigned responsibility for maintenance, repair, and replacement pursuant to the provisions of Article IV of the Master Deed (including improvements and betterments), the Co-owner's policy/carrier shall be deemed to be the primary carrier. In cases of liability for personal injury or otherwise, for occurrences in/on the General Common Elements or in/upon a Limited Common Element for which the Association is assigned responsibility for maintenance, repair, and replacement pursuant to the provision of Article IV of the Master Deed (including improvements and betterments), the Association's policy/carrier shall be deemed to be the primary carrier. In all cases where the Association's policy/carrier is not deemed the primary policy/carrier, if the Association's policy/carrier contributes to payment of the loss, the Association's liability to the Co-owner shall be limited to the amount of the insurance proceeds and shall not in any event require or result in the Association paying or being responsible for any deductible amount under the Co-owner's policies.

Section 2. Co-owner Coverages. Co-owners must obtain additional insurance upon the interior of their Unit at their own expense, in addition to the coverage carried by the Condominium Association. All such insurance shall be carried and administered in accordance with the following provisions:

(a) It shall be each Co-owner's responsibility to obtain insurance coverage for the interior of the Unit, personal property located within a Unit or elsewhere in the Condominium, fixtures, equipment, trim, appliances, interior drywall, electrical fixtures, heating and air conditioning equipment, wall coverings, window treatments and floor coverings as well as for all improvements and betterments to the Unit and Limited Common Elements for which the Co-owner is assigned direct responsibility, and for personal liability and property damage for occurrences within a Unit or upon Limited Common Elements appurtenant to a Unit for which the Co-owner is directly responsible pursuant to this Article IV of the Master Deed, and also for alternative living expense in event of fire and other casualty, and the Association shall have absolutely no responsibility for obtaining such coverages. **Co-owners are strongly advised to consult their insurance advisors to make sure they have all necessary and appropriate coverage required by this Article.** Each Co-owner shall deliver certificates of insurance to the Association from time to time to evidence the continued existence of all insurance required to be maintained by the Co-owner hereunder. In the event of the failure of a Co-owner to obtain such insurance or to provide evidence thereof to the Condominium Association, the Association may, but is not required to, obtain such insurance on

behalf of such Co-owner and the premiums therefore shall constitute a lien against the Co-owner's Unit which may be collected from the Co-owner in the same manner that Association assessments may be collected in accordance with Article II hereof. Co-owners shall use their best efforts to obtain property and liability insurance containing appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any other Co-owner or the Condominium Association.

(b) Commercial Unit Co-owners shall be obligated to obtain insurance coverage on a fire and special perils policy form for the Co-owner's business property for occurrences within the Commercial Unit and improvements thereto. Further, to the extent appropriate, the Co-owner shall obtain insurance coverage for liquor legal liability in a policy limit of not less than \$2,000,000.00 per single occurrence. It shall be each Commercial Unit Co-owner's responsibility to determine by personal investigation or from the Co-owner's own insurance advisors the nature and extent of insurance coverage adequate to the Commercial Unit Co-owner's needs and thereafter to obtain insurance coverage for personal property, fixtures, equipment and trim located within the Unit or elsewhere on the Condominium, and for the Co-owner's liability for occurrences within the Commercial Unit or upon Common Elements appurtenant to the Commercial Unit with a limit of liability of not less than \$1,000,000.00 each occurrence and \$1,000,000.00 in the aggregate, and also for plat glass insurance, business interruption, etc. as appropriate. The Condominium Association shall have absolutely no responsibility for obtaining such coverages.

All such coverages shall contain a clause or endorsement that requires that the insurer mail to the Condominium Association notice of cancellation not less than ten (10) days prior to any policy cancellation. Such coverages shall be in amounts prescribed from time to time by the Board of Directors of the Condominium Association but in no event, shall coverage for the interior of the Unit and all personal property be less than the current insurable replacement value, nor shall liability coverage be on a "per occurrence" basis in an amount that is less than Two Hundred and Fifty Thousand Dollars (\$250,000.00) for damage to property and One Million Dollars (\$1,000,000.00) for injury to persons. In addition, each Co-owner shall maintain "loss assessment" insurance coverage for his/her Unit. A "loss assessment" endorsement provides coverage for the Co-owner's share, if any of any property damage or liability loss for which there may be no coverage, or inadequate coverage, under the applicable Condominium Association insurance policy.

**Section 3. Insurance Company Standards.** Insurance coverage set forth herein shall be purchased and maintained with a company (ies) duly licensed and admitted to do business in the State of Michigan, having either (i) with respect to insurance obtained by the Condominium Association and the Co-owner of the Commercial Units, an AM BEST rating of A, X or better or (ii) with respect to insurance obtained by the Co-owners of Residential Units, an AM BEST Rating of A, VII (or the equivalent of such ratings if there is a change in the basis of the ratings, or any successor publication of comparable standing), providing coverage in accordance with the provisions as set forth herein.

**Section 4. Waiver of Right of Subrogation.** The Condominium Association, as to all policies which it obtains, and all Co-owners, as to all policies which they obtain, shall see that all property and liability insurance carried by the Condominium Association or any Co-owner contains appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Condominium Association. Additionally, all general liability insurance policies shall name all Co-owners, Condominium Association, and their mortgagees as a group and any other entities as may reasonably be requested as additional insureds. The additional insured endorsement obtained by the Co-owner of the Commercial Units must be the equivalent to ISO for B 20 10 4 13 edition and shall state that coverage

provided to the additional insureds is primary and non-contributing with respect to any other insurance available to the additional insureds.

Section 5. Indemnification. The Association and each individual Co-owner shall indemnify, defend and hold harmless every other Co-owner, the Developer, their agents, servants, employees, officers and directors, from and against damages and costs, including attorneys' fees, which they may suffer as a result of any claim, cause of action, suit, claim or judgment in connection with the loss of life, bodily injury and/or property damage arising out of an occurrence on or within such individual Co-owner's Unit or Limited Common Element or elsewhere on the Condominium Premises, if such occurrence is occasioned wholly or partly by the negligence of the Indemnifying Owner, its guests, invitees, agents, servants, employees, officers, directors, or contractors, to the fullest extent permitted by law. Each Co-owner and the Association shall carry insurance to secure this indemnity.

Section 6. Authority of Association to Settle Insurance Claims. Each Co-owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Condominium 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 Unit 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 Condominium 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.

Section 7. Contractor Insurance. Prior to commencing any remodeling work or construction activities with a Unit, the Co-owner of the Unit (other than Developer, who will not be bound by this requirement of this section) shall provide to the Condominium Association a construction time schedule and copies of all requisite governmental permits, and shall obtain or require its contractors to obtain and thereafter maintain at least the minimum insurance coverage as the Association may establish from time to time, consistent with good commercial practice. Each Co-owner shall indemnify and defend the other Co-owner's, its agents, servants, employees, officers and directors, from and against all claims including liens, and from any accident, injury or loss or damage whatsoever occurring to any Co-owner or to the property of any Co-owner arising out of or resulting from any act or omission in connection with construction activities performed or authorized by such indemnifying Co-owner; provided, however, that the foregoing shall not be applicable to either events or circumstances caused by the negligence or willful act or omission of such indemnified Co-owner, its licensees, concessionaires, agents, servants, employees, or anyone claim by, through or under any of them, or claims covered by the release set forth in Section 7 below.

## ARTICLE V RECONSTRUCTION OR REPAIR

Section 1. Determination to Reconstruct or Repair. If any part of the Condominium Premises shall be damaged, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:



(a) Partial Damage. If 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 an affirmative vote of 80% of the Co-owners in the Condominium that the Condominium shall be terminated.

(b) Total Destruction. If the Condominium is so damaged that no Unit is tenantable, the damaged property shall not be rebuilt unless 80% or more of the Co-owners agree to reconstruction by vote or in writing within 90 days after the destruction.

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

Section 3. Co-owner Responsibility for Repair.

(a) Definition of Co-owner Responsibility. If 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 subsection (b) hereof. In all other cases, the responsibility for reconstruction and repair shall be that of the Association.

(b) Damage to Interior of Unit. Each Co-owner shall be responsible for the reconstruction, repair and maintenance of the interior of his Unit, including, but not limited to, floor coverings, wall coverings, window shades, draperies, interior walls (but not any Common Elements therein), interior trim, drywall, kitchen and bathroom cabinets, 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, or to any fixtures, equipment and trim 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 4 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 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 4. Association Responsibility for Repair. Except as provided in Section 3 hereof, the Association shall be responsible for the reconstruction, repair, and maintenance of the Common Elements. Immediately after the occurrence of 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 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 cost 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 cost thereof are insufficient, assessment 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. This provision shall not be construed to require replacement of mature trees and vegetation with equivalent trees or vegetation.

Section 5. Timely Reconstruction and Repair. If damage to Common Elements or a Unit adversely affects the appearance of the Project, the Association or Co-owner responsible for the reconstruction, repair and maintenance thereof shall proceed with replacement of the damaged property without delay,

ARTICLE VI  
RESTRICTIONS

All of the Units in the Condominium shall be held, used and enjoyed subject to the following limitations and restrictions:

Section 1. Residential and Commercial Use. The Residential Units shall be used for no purpose other than residential uses in accordance with the ordinances of the City of Detroit; provided, however, that in no event shall any Residential Unit be leased or rented for any short term (weekly, daily or monthly terms, or any term less than six (6) months). No Residential Unit shall be leased, rented or licensed to, by or through any short-term rental company, including without limitation, Airbnb, VRBO.com, Homeaway.com, corporationhousing.com, or any affiliate thereof, or any related or similar company unless the term of such lease or rental agreement (but not license, which shall not be permitted in any event) is at least six (6) months. The Commercial Unit shall be used only for purposes permitted under the applicable ordinances (including variances) of the City of Detroit. The use of Commercial Units as set forth in this Section 1 shall not be modified without the unanimous prior written approval of the Co-owner of the Commercial Units.

Section 2. Alterations and Modifications.

(a) Prohibited Alterations. Except as otherwise provided herein, 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 without the express written approval of the Developer during the Construction and Sales Period and thereafter by the Condominium Association, including without limitation exterior painting, the erection of antennas, exterior wiring, lights, loud speakers, cameras, aerials, awnings, doors, shutters, newspaper holders, mailboxes, or other exterior attachments or modifications. Notwithstanding the forgoing, Co-owners may improve or alter any improvements within the interior boundaries of the Unit provided such improvement or alteration does not impair the structural or acoustical integrity of any Common Element. No Co-owner shall in any way restrict access to any plumbing, water line, water line valves, water meter, sprinkler system valves, or any other element that must be accessible to service the Common Elements or any element that affects the Association's responsibility in any way. Should access to any facilities of any sort be required, the Condominium 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.

(b) Alterations for "persons with disabilities." A Co-owner may make improvements or modifications to the Co-owner's Unit, including improvements or modifications to Common Elements and to the route from the public way to the door of the Co-owners Unit, at his or her expense, if the purpose of the improvement or modification is to facilitate access to or movement within the Unit for persons with disabilities who reside in or regularly visit the Unit, or to alleviate conditions that could be hazardous to persons with disabilities who reside in or regularly visit the Unit. The improvement or modification shall not impair the structural integrity of the structure or otherwise lessen the support of a portion of the Condominium Project. The Co-owner is liable for the cost of repairing any damage to a Common Element caused by building or maintaining the improvement or modification, unless the damage could reasonably be expected in the normal course of building or maintaining the improvement or modification. The improvement or

and shall complete such replacement within six (6) months after the date of the occurrence which caused damage to the property.

Section 6. Eminent Domain. Section 133 of the Act and the following provisions shall control upon any taking by eminent domain:

(a) Taking of Unit. In the event of any taking of an entire Unit by eminent domain, the award for such taking shall be paid to the Co-owner of such Unit and the mortgagee thereof, as their interests may appear. After acceptance of such award by the Co-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 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 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 50% of the Co-owners shall determine whether to rebuild, repair, or replace the portion so taken or to take such other action as they deem appropriate.

(c) Continuation of Condominium After Taking. In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be resurveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-owners based upon the continuing value of the Condominium of 100%. Such amendment may be effected by an officer of the Association duly authorized by the Association without the necessity of execution or specific approval thereof by any Co-owner.

(d) 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 7. Notification of FHLMC and FNMA. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC") or by the Federal National Mortgage Association ("FNMA") then, upon request therefor by FHLMC, or FNMA, as the case may be, 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 in amount or damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLMC or FNMA exceeds \$1,000.

Section 8. Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give a Co-owner or any other party priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Co-owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

modification may be made notwithstanding prohibitions and restrictions elsewhere in these Condominium documents but shall comply with all applicable state and local building code requirements and health and safety laws and ordinances and shall be made as closely as reasonably possible in conformity with the intent of applicable prohibitions and restrictions regarding safety and aesthetics of the proposed modification.

An improvement or modification allowed by this Section that affects the exterior of the Condominium Unit shall not unreasonably prevent passage by other residents of the Condominium Project. A Co-owner who has made exterior improvements or modifications allowed by this Section shall notify the Condominium Association of Co-owners in writing of the Co-owner's intention to convey or lease his or her Unit to another at least 30 days before the conveyance or lease. Not more than 30 days after receiving a notice from a Co-owner under this Section, the Condominium Association may require the Co-owner to remove the improvement or modification at the Co-owner's expense. However, the Condominium Association may not remove or require the removal of an improvement or modification if a Co-owner intends to resume residing in the Unit within 12 months or a Co-owner conveys or leases his Unit to a person with disabilities who needs the same type of improvement or modification or who has a person residing with him who requires the same type of improvement or modification.

If a Co-owner makes an exterior improvement or modification allowed under this Section, the Co-owner shall maintain liability insurance, underwritten by an insurer authorized to do business in this state and naming the Associations as additional insureds, in an amount adequate to compensate for personal injuries caused by the exterior improvement or modification. The Co-owner is not liable for acts or omissions of the Associations with respect to the exterior improvement or modification and is not required to maintain liability insurance with respect to any Common Element. The Associations shall be responsible for maintenance, repair, and replacement of the improvement or modification only to the extent of the cost currently incurred by the Association for maintenance, replacement, and repair of the Common Elements covered or replaced by the improvement or modification. All costs of maintenance, repair, and replacement of the improvement or modification exceeding that currently incurred by either Association for maintenance, repair, and replacement of the Common Elements covered or replaced by the improvement or modification shall be assessed to and paid by the Co-owner or the Unit serviced by the improvement or modification.

Before an improvement or modification allowed by this Section is made, the Co-owner shall submit plans and specifications for the improvements or modifications to the Condominium Association for review and approval. The Condominium Association shall determine whether the proposed improvement or modification substantially conforms to the requirements of this Section and shall not deny a proposed improvement or modification without good cause. If the Condominium Association denies a proposed improvement or modification, the Association shall list, in writing, the changes needed to make the proposed improvement or modification conform to the requirements of this Section and shall deliver that list to the Co-owner. The Condominium Association shall approve or deny the proposed improvement or modification not later than 60 days after the plans and specifications are submitted by the Co-owner proposing the improvement or modification to the Association. If the Condominium Association does not approve or deny submitted plans and specifications within the 60-day period, the Co-owner may make the proposed improvement or modification without the approval of the Association. A Co-owner may bring an action against the Condominium Association and the officers and directors

to compel those persons to comply with this Section if the Co-owner disagrees with a denial by the Association of the Co-owner's proposed improvement or modification.

As used in this Section "person with disabilities" means that term as defined in section 2 of the state construction code act of 1972, 1972 PA 230, MCL 125.1502.

(c) Construction Activities. Prior to commencement of construction, the Co-owner must obtain all permits or approvals required by all appropriate government authorities and provide proof that any insurance requirements have been met. Once commenced, all construction activity shall be prosecuted and carried out with reasonable diligence and must be completed as soon as practical after construction commences. Except in case of an emergency involving the risk of human life, physical injury or substantial property damage, no construction activity shall be carried on within a Residential Unit between the hours of 5:00 p.m. and 8:00 a.m. on any day, nor at any time on a weekend or a legal holiday, whether or not done indoors. Construction activities shall be deemed to exclude general repair work performed solely by the Unit Co-owner. Grout, paint, or other similar materials shall not be poured into drains or toilets. Unit smoke alarms are to be left in place and properly protected from airborne particles during interior finishing. Building entrances, stairwells accesses and any security doors are not to be propped open and left unattended. Contractor vehicles are to be moved to a public parking space after being unloaded. Co-owner and their contractors must make arrangements with the Condominium Association, prior to commence of construction, for the removal and disposal of all trash, garbage, scraps, debris and other disposable items from construction activities, to be hauled off site daily. Contractors are forbidden to use the Association's dumpsters, unless otherwise approved in writing by the Condominium Association.

Section 3. Activities. No immoral, improper, unlawful, or offensive activity shall be carried on in any Residential Unit or upon the Residential Common Elements nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium. No unreasonably activity shall occur in or on the Common Elements, or in any Residential Unit at any time, which creates an annoyance or nuisance (for example, noise, light, odors, pests, etc.) and disputes among Co-owners, arising from such annoyance or nuisance that cannot be amicably resolved, shall be arbitrated by the Association. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his Residential Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Condominium Association, and each Co-owner shall pay to the Condominium Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. No Residential Unit shall be used in a manner that creates unusual or offensive odors, fumes, dust or vapors; is illegal or unlawful; is a public or private nuisance; emits noise or sounds which are objectionable to persons of ordinary sensitivity due to intermittence, beat, frequency, shrillness or loudness; or creates unusual fire, explosive or other hazards. The Association, and during the Construction and Sales Period, the Developer, reserves the right to require a Co-owner to demonstrate, if appropriate, either by way of an engineer's report or other reasonable evidence, that the foregoing restrictions will not be violated. In order to prevent undue sound transmission between adjoining Residential Units, the following special restrictions shall apply: (a) the standard flooring, where applicable, installed by Developer cannot be altered without the prior approval of the Association; (b) no fixtures equipment or improvements of any nature shall be affixed to the floors of Residential Units so that the subflooring is penetrated; (c) no modifications, including, without limitation, installation of recessed light fixtures, or sound speakers, or additional electrical ceiling outlets beyond the standard fixtures and outlets installed initially by the Developer, may be made to the ceilings of the Residential Units; (d) no loudspeakers are to be affixed on or placed adjacent to common walls; (e)

all ceiling fans and insulation installed therewith must be of equal or greater quality to that originally installed by the Developer; and (f) any other sound condition measures that may be adopted by the Association from time to time. No business activity shall be conducted carried on in any Residential Unit or on the Condominium Premises unless allowed by the Master Deed, governmental regulations, rules, ordinances, or statute. No hot tubs, Jacuzzis, waterbeds, or fish tanks over 30 gallons are permitted within Residential Units or on any Limited or Common Element. In no event shall charcoal or individual propane or other fuel tanks be allowed in Residential Units or on patios or other outdoor areas appurtenant to any Residential Unit. Residential Units shall observe "quiet hours" between 10 p.m. and 7 a.m. on Sunday through Thursday and 11 p.m. and 8 a.m. on Friday and Saturday.

**Section 4. Aesthetics.** In general, no activity shall be carried on nor condition maintained by a Co-owner, either in his or her Residential Unit or upon the General or Limited Common Elements, which is detrimental to the appearance of the Condominium. The Limited Common Elements shall not be used for storage of supplies, materials, personal property, trash, or refuse of any kind, except as provided in duly adopted rules and regulations of the Condominium Association. No unsightly condition shall be maintained on any entry, stairwell, patio, balcony or deck 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. No BBQs, bug zappers, screen or glass enclosures, loud speakers, televisions shall be used or permitted on any patio, porch or balcony. 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. No common element (general, limited, or Residential) shall be used for drying, shaking, or airing of clothing or other fabrics. No solar panel, solar collector, or similar device shall be placed, constructed, altered, or maintained on any Common Element or limited common element without prior Condominium Association approval. No Co-owner shall leave personal property of any description (including by way of example and not limitation, bicycles, shoes, boots, clothing, chairs, and benches) unattended on or about the Common Elements. The portion of window treatments visible from the exterior of a Residential Unit must be white or off-white unless otherwise approved by the Developer or the Condominium Association. No Co-owner shall place any doormat, draft dodger or similar item in the Limited Common Element hallways, nor shall any items be hung on the outside of any Residential Unit doors. In general, no activity shall be carried on nor condition maintained by a Co-owner, either in a Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium. Use of all Common Elements may be limited to such times and in such manner as the Condominium Association shall determine by duly adopted rules and regulations.

**Section 5. Antennas, Cable Television Dish.** No radio, television or other communication antennas or satellite dish of any type shall be installed on the General Common Elements or that is visible from the street or sidewalk in front of the condominium structure. Co-owners may install any antenna designed to receive direct broadcast satellite service, including direct-to-home satellite services, that is one meter or less in diameter; or, an antenna designed to receive video programming services via multipoint distribution services, including multichannel, multipoint distribution services, instructional television fixed services, and local multipoint distribution services, that is one meter or less in diameter or diagonal measurement; or an antenna that is designed to receive television broadcast signals that is one meter or less in diameter or diagonal measurement. The Board of Directors has the further reserved power to make reasonable modifications to the restriction of this paragraph to accommodate the use of technological innovations in the telecommunications field so long as it determines that the changes benefit the Condominium. This Section is intended to comply with the rules governing antennas adopted by the FCC effective October 14, 1996, and 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, as amended.

Section 6. Signs and Advertising. No signs or other advertising devices of any kind shall be displayed which are visible from the exterior of a Residential Unit or on the Residential Limited Common Elements, including "For Sale" signs, during the Construction and Sales Period, and, subsequent thereto, only with prior written permission from the Association. Signs and other advertising devices used by the Commercial Units or tenants thereof shall be subject to all applicable governmental requirements, including without limitation the City of Detroit ordinance and regulations. The standard applied to the type of signs permissible for use by the Commercial Units or tenants thereof shall be established by the Developer.

Section 7. Vehicles. No vehicles may be parked in the public alleyway behind the Condominium, unless specifically approved by the Association; provide however that the loading area can be used by commercial vehicles and trucks while making deliveries or pickups in the normal course of business, including residential move ins and outs. Bicycles, scooters, skateboards, and other non-vehicular motorized modes of transportation shall not be left on any Common Element lobby, entryway, stairway or hallway.

Section 8. Pets. No animals, including household pets, shall be maintained by any Co-owner of a Residential Unit unless specifically approved in writing by the Association, except that a Co-owner may maintain no more than two (2) domesticated pets (cats or dogs) in his Residential Unit. Additionally, no birds or reptiles shall be kept within any Residential Unit. Co-owners may keep fish; however, fish tanks shall be limited to one 30-gallon tank within a single Residential Unit. No animal may be kept or bred for any commercial purpose. All animals 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 all animals shall at all times be leashed and attended in person by a responsible person while on the Common Elements, Limited or General. No savage or dangerous animal (as determined by the Association in its sole and absolute discretion) shall be kept at any time 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 Associations and Co-owners for any loss, damage or liability (including costs and actual attorney fees) which the Association or any Co-owner 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 collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner. No dog or other animal which barks, or which can be heard on any frequent or continuing basis, shall be kept in any Residential Unit or on the Common Elements. In the event that the Association determines an assessment is necessary to defray the maintenance cost of the Association of accommodating animals within the Condominium, 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. 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.

Section 11. Leasing and Rental of Residential Units.

- (a) Right to Lease. A Co-owner may lease his Residential Unit for the same purposes set forth in Section 1 of this Article VI, provided that the Unit has been occupied by the acquiring Co-owner for a period of six (6) months from the date that the deed conveying the Unit to the acquiring Co-owner is recorded among the land records of the Wayne County Register of Deeds, Wayne County, Michigan and satisfactory documentation of such continuous occupancy has been provided to the Association or the Association's managing agent. The Co-owner of a Commercial Unit shall not be subject to these leasing provisions and may lease as landlord, without the approval of either Association, any portion of the Commercial Unit in its discretion.
- (b) Lease Term. With the exception of a lender in possession of a Residential 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 the entire Unit in the Condominium and no tenant shall be permitted to occupy except under a lease with an initial term which is at least six (6) months in length unless specifically approve by the Association in writing.
- (c) Lease Approval. A Co-owner (not including the Developer), desiring to rent or lease a Residential Unit, shall disclose that fact in writing to the Association, requesting approval for the Unit to be leased and providing an acknowledgement to the Association that the six (6) month owner-occupancy period has been met for the Unit. Within ten days of receipt of such request, the Association shall review the request and approve or deny the right to lease based on (a) the Association's review of the receipt of written acknowledgement provided by the Co-owner that the six (6) month owner-occupancy period has been met; or (b) certification that a qualifying exception applies, as determined in the sole discretion of the Association's Board of directors.
- (d) Leasing Procedure.
  - i. A Co-owner that has received written approval from the Association to lease a Residential Unit, must supply the Association with a copy of the exact lease form for its review for compliance with the Condominium Documents at least ten (10) days before presenting a lease to a potential lessee. 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 and tenants and non-owner occupants of a Residential Unit shall comply with all of the conditions of the Condominium Documents and all leases and rental agreement shall so state.
  - ii. If the Association determines that the tenant or non-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:
    - a. The Association shall notify the Co-owner in writing of the alleged violation of the tenant.
    - b. The Co-owner shall have 15 days after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.



- c. If after 15 days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association, an action for eviction against the tenant or non-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or non-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this subparagraph may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages to the Common Elements caused by the Co-owner or tenant in connection with the Unit or Condominium Project.
- iii. When a Co-owner is in arrears to the either Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the respective Association. The deductions shall not constitute a breach of the rental agreement or lease by the tenant.
- (e) Exceptions. The terms of this Section shall not apply to restrict the rental of Units owned by the Association or by an institutional Mortgagee in possession of a Residential Unit as a result of foreclosure, judicial sale, power of sale or a proceeding in lieu of foreclosure. In addition, a Residential Unit shall not be deemed to be leased for the purposes of this Section, if the Unit is occupied solely by the spouse, children, grandparents, grandchildren or other direct lineal relatives of the Owner (i.e., the Unit Owner's "immediate family" as that term is defined in 29 C.F.R. 780.308). Further, on a finding of good cause, the Association may grant an exception for other good cause, such as death of a Residential Unit Co-owner, confinement to a nursing home or assisted-living facility, relocation necessary because of unemployment, compliance with FHA, VA or other policies, or other demonstrated and severe hardship, as determined in the sole discretion of the Association's Board of directors.
- (f) Violations. In the event that a Residential Unit is leased without having first gained the Association's required submissions, reviews, and approvals as set forth in this Section, the Association may (i) assess a fine of up to \$50.00 per day against the owner of a Residential Unit for each day that the Unit is occupied in violation of this Bylaw; (ii) in addition, the Association may seek other enforcement action as provided herein. Any fine assessed under this section and the costs of any action taken by the Association to enforce the provisions of this section, including reasonable attorney fees, shall be the personal obligation of the Residential Unit Co-owner and the Association may elect to file a lien on the Unit for any such fines and costs in the same manner as assessments.
- (g) Enforcement. Enforcement of these provision regarding the rental or leasing of units shall be by any proceeding at law or in equity, to enjoin an existing or intended violation, and/or to recover damages, if any, or by any means or remedies authorized by the condominium documents or the Act (including the imposition of monetary charges, suspension of use of Condominium facilities or such other action as may be

necessary). Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so. The Association shall be entitled to reimbursement for all attorney's fees and costs of its legal representation in any actions at law or equity necessary to enforce this leasing limitation.

Section 12. Moving and Deliveries. The Association shall be notified at least one (1) week in advance of move in or out of the building. Deliveries or moving in and out of the building is restricted to the hours of 8:00 a.m. to 4:00 p.m. Monday through Friday. No move-ins or move-outs shall be permitted on weekends or legal holidays. Building entrances, stairwells accesses and any security doors are not to be propped open and left unattended. A deposit of \$500.00 shall be paid, by the Co-owner to the Association in advance of any move to cover any potential damage to the Common Elements, for any necessary profession cleaning resulting from the move, and any excess use of the Condominium Association dumpster. The Association shall determine in its sole discretion, if any deduction or additional charges are necessary.

Section 13. Common Element Maintenance. Sidewalks, lobby, entryways, and hallways shall not be obstructed, nor shall they be used for purposes other than that for which they are reasonably and obviously intended. No bicycles, vehicles, chairs, boot, shoes, clothing or other obstructions may be left unattended on or about the Common Elements. No smoking shall be permitted on any General or Limited Common Element, unless within an area designated by the Condominium Association.

Section 14. Hazardous Materials. No Co-owner shall use or permit the use of Hazardous Materials (as hereinafter defined) on, about, under or in its Unit, or the Condominium Project, except in the ordinary course of its usual business operations conducted thereon, and any such use shall at all times be in compliance with all Environmental Laws (as hereinafter defined). Each Co-owner shall indemnify, defend and hold harmless the other Co-owners from and against all claims, including, but not limited to, costs of investigation, litigation and remedial responses arising out of any Hazardous Materials used or permitted to be used by such Co-owner, whether or not in the ordinary course of business. "Hazardous Materials" shall mean petroleum products, asbestos, polychlorinated biphenyls, radioactive materials and all other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials or substances listed or identified in, or regulated by, any Environment Law. "Environmental Laws" shall mean all laws which relate to or deal with human health or the environment, all as may be amended from time to time.

Section 15. Rules and Regulations. It is intended that the Association may make rules and regulations from time to time to reflect the needs and desires of the majority of the Co-owners either with respect to the overall development or strictly the Residential Units or Commercial Unit in the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws may be made and amended from time to time by the Association, including the period of time prior to the Transitional Control Date. During the Construction and Sales Period, the Developer, without the prior consent of any Co-owners or Mortgagees may establish rules and regulations governing the Condominium. Copies of all such rules, regulations, and amendments thereto shall be furnished to the affected Co-owners. Rules and regulations governing the Commercial Unit shall be subject to the approval of the Commercial Unit Co-owner approval prior to such rule or regulation taking effect.

Section 16. Right of Access of Association. The Association or its duly authorized agents shall have access to each Unit which it administers 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 (including Unit 5 rooftop access to General and Limited 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. It

shall be the responsibility of each Co-owner to provide the Associations means of access to his Unit and any 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 requiring access 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 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.

Section 17. Co-owner Maintenance. Each Co-owner shall maintain his Unit and any Limited Common Elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other Common 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 resulting from negligent damage to or misuse of any of the Common Elements by the Unit Co-owner, 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 limited 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 either Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

Section 18. Reserved Rights of Developer.

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

(b) Right to Receive Minutes. After the transitional control date and prior to the expiration of the Construction and Sales Period, the Developer, or its successors and assigns, upon written request to the Board of Directors of the Association, shall have the right to be provided with copies of all minutes of annual, special or regular meetings of the Board of Directors and of the members of the Association.

(c) Developer's Rights in Furtherance of Development and Sales. None of the restrictions contained in this Article shall apply to the commercial activities or signs or billboards, if any, of the Developer or any entity that acquires title to one or more Units for the purpose of residential construction on those Units and subsequent resale, during the Construction and Sales Period or

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. The Developer shall have the right to obtain any and all available forms of financing, grants, abatements, tax increment financing, reimbursements, incentives, brownfield grant/financing and any other type of financing with respect to the Condominium (collectively, the "Developer Financings"). Each Co-owner shall cooperate with developer and the Association with respect to requests from Developer in connection with such Developer Financings and each Co-owner shall provide and/or execute such documentation, agreements, data, or other such information as requested by Developer or an association in connection with such Developer Financings.

(d) Sales – Business Office. Notwithstanding anything to the contrary elsewhere herein contained, Developer or any entity that acquires title to one or more Units for the purpose of residential construction on those Units and subsequent resale shall have the right to maintain a sales office, a business office, a construction office, model units, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to facilitate the construction and sale of the entire Project. During the Construction and Sales Period, the Developer or other entity shall be responsible for all costs related to sales and business offices as provided under this Section, including all costs related to Units and Common Elements used by the Developer or other entity in furtherance of the construction and sale of the Project. Developer may assign these rights during the Construction and Sales Period. Developer shall restore the areas so utilized under this Section, whether used by the Developer or by its assignee(s), to habitable status upon termination of use, or such costs required to restore same shall be chargeable to the Developer by the Association.

(e) Commercial Use of Project. The Developer shall have the exclusive right to grant permission for the Common Elements and exteriors of the structures of the Project which can be viewed from the Common Elements, streets, alleys, or the air, to be used as a motion picture set, background, stage, sound stage, studio, painting, photograph, image, or location for any commercial media production or use, without the consent of, or payment to, the Co-owners or the Association. The Developer may collect a fee for its consent to use such images or for providing support services to photographers or others. The exercise of this right shall not interfere with normal and customary rights of architects and design professionals who designed the Project. The consent of the Developer shall not be required for the use of the Project as set forth above in connection with any news or feature coverage, for educational purposes, for individual non-commercial use, or for any governmental agency purposes. The Developer reserves the right to use, and assign the right to use, the Project's name, images and other features unique to the Project. None of the above rights are intended to prevent a Unit Co-owner from granting independent permission for use of his individual Unit for such purposes provided such use is permitted elsewhere under these Bylaws.

(f) Enforcement of Bylaws. The Condominium Project shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private, mixed-use community for the benefit of the Co-owners and all persons interested in the Condominium. If at any time either Association fails or refuses to carry out its obligation to maintain, repair, replace, and landscape in a manner consistent with the maintenance of such high standards, then Developer, or any entity to which it may assign this right, at its option, may elect to maintain, repair and/or replace any Common Elements and/or to do any landscaping required by these Bylaws and to charge the cost thereof to the respective Association as an expense of administration. The Developer shall have the right to enforce these Bylaws throughout the

Construction and Sales Period notwithstanding that it may no longer own a Unit in the Condominium, which right of enforcement shall include (without limitation) an action to restrain the respective Association or any Co-owner from any activity prohibited by these Bylaws.

## ARTICLE VII MORTGAGES

Section 1. Notice to Association. Any Co-owner who mortgages his Unit shall notify the Condominium Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units." The Condominium Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit. The Condominium 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 Unit that is not cured within 60 days.

Section 2. Insurance. The Condominium 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 Condominium 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 vote in the Condominium Association, the value of which vote shall equal the Percentage of Value allocated to the unit owned by such Co-owner as set forth in Article V of the Master Deed. Voting shall be by Percentage of Value only unless otherwise provided in the Master Deed or these Bylaws. In the case of any Unit owned jointly by more than one person, the voting right appurtenant to the Unit may be exercised jointly as a single vote or may be split if all of the joint owners of the Unit so agree in writing.

Section 2. Eligibility to Vote. No Co-owner, other than the Developer, shall be entitled to vote at any meeting of any of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Condominium Association. Except as provided in Article IX, Section 2 of these Bylaws, no Co-owner, other than the Developer, shall be entitled to vote prior to the date of the First Annual Meeting of members held in accordance with Section 2 of Article IX. 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. The Developer shall be the only person entitled to vote at a meeting of either Association until the First Annual Meeting of members and shall be entitled to vote during such period notwithstanding the fact that the Developer may own no Units at some time or from time to time during such period. At and after the First Annual Meeting the Developer shall be entitled to one vote for each Unit that it owns. If, however, the Developer elects to designate a director (or directors) pursuant to its rights under Article XI, Section 3(d)(i) or (ii) hereof, it shall not then be entitled to also vote for the non-developer directors.

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 that Association and receive all notices and other communications from the Association on behalf of such Co-owner. Such

notice shall state the name and address of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Co-owner, and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Co-owner. Such notice shall be signed and dated by the Co-owner. The Co-owner may change the individual representative designated at any time by filing a new notice in the manner herein provided.

Section 4. Quorum. The presence in person or by proxy of 50% or more 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 by the Condominium Documents 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.

Section 5. Voting. Votes may be cast only in person 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.

Section 6. Majority. A majority, except where otherwise provided herein, shall consist of more than 50% of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth of designated voting representatives present in person or by proxy, or by written vote, if applicable, at a given meeting of the members of the Association, and may require the affirmative vote of the Commercial Unit Co-owner.

## ARTICLE IX MEETINGS

Section 1. Place of Meeting. 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 Association. 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 Condominium Documents (as defined in the Master Deed) or the laws of the State of Michigan.

Section 2. First Annual Meeting. The First Annual Meeting of members of the Association may be convened only by Developer and may be called at any time after more than 50% of the Units that may be created in Hartz Building Condominium have been conveyed and the purchasers thereof qualified as members of the Association. In no event, however, shall such meeting be called later than 120 days after the conveyance of legal or equitable title to non-developer Co-owners of 75% of all Units that may be created or 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, whichever first occurs. Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting of members and no such meeting shall be construed as the First Annual Meeting of members. The date, time, and place of such meeting shall be set by the respective Association, and at least 10 days' written notice thereof shall be given to each Co-owner. The phrase "Units that may be created" as used in this paragraph and elsewhere in the Condominium Documents refers to the maximum number of Units that the Developer is permitted under the Condominium Documents to include in the Condominium.

Section 3. Annual Meetings. Annual meetings of members of the Association shall be held on such date and at such time and place as shall be determined by the Board of the Association; provided,

however, that the second annual meeting shall not be held sooner than eight months after the date of the First Annual Meeting. At such meetings there shall be elected by ballot of the Co-owners a board of directors in accordance with the requirements of Article XI 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 4. 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 respective Association or a special meeting shall be called by the Secretary upon receipt of a petition signed by 1/3 of the Co-owners of the respective 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. Special meetings shall be held within 30 days following issuance of the meeting notice.

Section 5. 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 the time and place where it is to be held, upon each Co-owner of record. The notice must be served on the Co-owners at least 10 days prior to the scheduled meeting, but not more than 60 days prior to such meeting. The emailing or mailing, postage prepaid, of a notice to the representative of each Co-owner at the email address or postal 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. 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 6. 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 48 hours from the time the original meeting was called.

Section 7. 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 inspectors of election (at annual meetings or special meetings held for the purpose of electing directors or officers); (g) election of directors (at annual meeting or special meetings held for such 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, secretary and treasurer.

Section 8. Action Without Meeting. Any action which may be taken at a meeting of the members (except for the election or removal of directors) may be taken without a meeting by written ballot of the members. Ballots shall be solicited in the same manner as provided in Section 5 for the giving of notice of meetings of members. Such solicitations shall specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt, within the time period specified in the solicitation, of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

Section 9. Consent of Absentees. The transactions at 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 is present either in person or by proxy; and if, either before or after the meeting, each of the members not present in person or by proxy 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 10. 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 truthfully to 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 ADVISORY COMMITTEE

Within 1 year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within 120 days after conveyance to purchasers of 1/3 of the total number of Units that may be created, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least three Co-owners of which two shall be non-developer Co-owners, with at least one Co-owners representing Residential Units and one Co-owner representing the Commercial Unit. The Committee shall be established and perpetuated in any manner the Developer deems advisable, except that if more than fifty (50%) percent in number and in value of the non-Developer Co-owners petition the Developer for an election to select the Advisory Committee, then an election for such purpose shall be held. The purpose of the Advisory Committee shall be to facilitate communications between the Association and the other Co-owners and to aid in the transition of control of the Association from the Developer to purchaser Co-owners. The Advisory Committee shall cease to exist automatically when the non-developer Co-owners have the voting strength to elect a majority of the board of directors of the Association. The Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected thereto by the Co-owners.

#### ARTICLE XI BOARD OF DIRECTORS

Section 1. Number and Qualification of Directors for the Association. The board of directors shall be comprised three (3) members until the First Annual Meeting following the Transitional Control Date, at which time, the number of members shall automatically be increased to five (5) members constituting all of the directors of the Condominium Association. All of the directors must be members of the Condominium Association and at least one of the members shall be the Commercial Unit Co-owner or its designee. Directors shall serve without compensation.

##### Section 2. Election of Directors.

(a) First Board of Directors. The first board of directors, or its successors as selected by the Developer, shall manage the affairs of the Association until the appointment of the first non-developer director to the board. Thereafter, elections for non-developer Co-owner directors shall be held as provided in subsections (b) and (c) below.

(b) Appointment of Non-developer Co-owners to Condominium Association Prior to First Annual Meeting. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 25% of the Units that may be created, one of the directors shall be selected by non-developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 50% of the Units that may be created, 33 1/3 % of the directors shall be elected by non-developer Co-owners. When the required percentage of



conveyances has been reached, the Developer shall notify the non-developer Co-owners and convene a meeting so that the Co-owners can elect the required director or directors, as the case may be. Upon certification by the Co-owners to the Developer of the director or directors so elected, the Developer shall then immediately appoint such director or directors to the board to serve until the First Annual Meeting of members unless he is removed pursuant to Section 7 of this Article or he resigns or becomes incapacitated.

(c) Election of Directors at and After First Annual Meeting.

(i) Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 75% of the Units that may be created, the non-developer Co-owners shall elect all directors on the respective board, except that the Developer shall have the right to designate at least one director as long as the Units that remain to be created and conveyed equal at least 10% of all Units that may be created in the Project and one director shall be the Commercial Unit Co-owner or its designee. Such Developer designee, if any, shall be one of the total number of directors referred to in Section 1 above and shall serve a one-year term pursuant to subsection (iv) below. Whenever the 75% conveyance level is achieved, a meeting of Co-owners shall be promptly convened to effectuate this provision, even if the First Annual Meeting has already occurred.

(ii) Regardless of the percentage of Units which have been conveyed, upon the expiration of 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, the non-developer Co-owners have the right to elect a number of members of the board of directors equal to the percentage of Units they own, and the Developer has the right to elect a number of members of the board of directors equal to the percentage of Units which are owned by the Developer and for which maintenance expenses are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subsection (i). Application of this subsection does not require a change in the size of the board of directors.

(iii) If the calculation of the percentage of members of the board of directors that the non-developer Co-owners have the right to elect under subsection (ii), or if the product of the number of members of the board of directors multiplied by the percentage of Units held by the non-developer Co-owners under subsection (b) results in a right of non-developer Co-owners to elect a fractional number of members of the board of directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the board of directors that the non-developer Co-owners have the right to elect. After application of this formula the Developer shall have the right to elect the remaining members of the board of directors. Application of this subsection shall not eliminate the right of the Developer to designate one director as provided in subsection (i).

(iv) At the First Annual Meeting five directors shall be elected, one representative per Unit. After the First Annual Meeting, the term of office of each director shall be three years. The directors shall hold office until their successors have been elected and hold their first meeting.

(v) Once the Co-owners have acquired the right hereunder to elect a majority of the board of directors, annual meetings of Co-owners to elect directors and conduct other business shall be held in accordance with the provisions of Article IX, Section 3 hereof.

**Section 3. Powers and Duties.** Each of the board of directors shall have the powers and duties necessary for the administration of the affairs of the respective 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. All determinations, however, which affect the Commercial Unit or the Commercial Limited Common Elements for their permitted purposes, shall require the affirmative vote of the Commercial Unit designated Director. All other determinations shall be made by the Condominium Association's Board. Any dispute between the Residential Units owners and the Commercial Unit Owner that cannot be resolved by the Board of Directors shall be settled by arbitration, as provided in Article III of these Bylaws; provided, however, that no such dispute with respect to whether the determination of one adversely affects the other shall be deemed to exist unless the objecting party specifies the grounds for its objection in writing to the other party within ten (10) business days of receipt by it of notice of such determination. The term "adversely affect" shall mean the uses as set forth in Article VI. Any action required by the Condominium Documents to be done by the Association shall be performed by action of the board of directors unless specifically required to be done by, or with the approval of, the Co-owners.

**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, or elsewhere in the Condominium Documents, the board of directors of the Association shall be responsible specifically for the following:

(a) With Respect to the Condominium Association.

(i) To manage and administer the affairs of and to maintain the Condominium Project and the Common Elements thereof.

(ii) To levy and collect General Common Charges from the members of the Association and to use the proceeds thereof for the purposes of the Association.

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

(iv) To rebuild improvements after casualty.

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

(vi) 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 Condominium Association in furtherance of any of the purposes of the Association.

(vii) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Condominium 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 75% of all of the members of the Condominium Association.

(viii) To make rules and regulations in accordance with Article VI, Section 19 of these Bylaws.

(ix) 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 General Common Elements 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.

(x) 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 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 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 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, which is not terminable by the Association upon 90-day written notice thereof to the other party, or which provides for a termination fee and no such contract shall violate the provisions of Section 55 of the Act.

Section 6. Vacancies. Vacancies in the board of directors which occur after the Transitional Control Date 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, except that the Developer shall be solely entitled to fill the vacancy of any director whom it is permitted in the first instance to designate. Each person so elected shall be a director until a successor is elected at the next annual meeting of the members of the Association. Vacancies among non-developer Co-owner elected directors, which occur prior to the Transitional Control Date, may be filled only through election by non-developer Co-owners and shall be filled in the manner specified in Section 1, 2 and 3 of this Article.

Section 7. Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the directors may be removed with or without cause by the affirmative vote of more than 50% of all of the Co-owners and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy shall be the normal 35% requirement set forth in Article VIII, Section 4. Any director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the directors selected by it at any time or from time to time in its sole discretion. Likewise, any director selected by the non-developer Co-owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner set forth in this paragraph for removal of directors generally.

Section 8. First Meeting. 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 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 directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the board of directors shall be given to each director personally, by mail, telephone, or telegraph, at least ten days prior to the date named for such meeting.

Section 10. Special Meetings. 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, email, 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 two 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 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 12. Quorum. At all meetings of the board of directors, a majority of the directors of the respective Association shall constitute a quorum for the transaction of business, and except for acts which require the affirmative vote of the Commercial Unit Co-owner, 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, less than a quorum is present, the majority of those present may adjourn the meeting to a subsequent time upon 24-hour 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. First Board of Directors. The actions of the first board of directors or any successors thereto selected or elected before the Transitional Control Date shall be binding upon the Association so long as such actions are within the scope of the powers and duties which may be exercised generally by the board of directors as provided in the Condominium Documents.

Section 14. 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 XII 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 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 treasurer may be held by one person.

(a) President. 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 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.

(b) 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; he shall have charge of the corporate seal, if any, and of such books and papers as the board of directors may direct; and he shall, in general, perform all duties incident to the office of the secretary.

(c) Treasurer. The treasurer shall have responsibility for the Association's 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 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 his 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. 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 XIII SEAL

The Associations 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 XIV 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. Such accounts and all other Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. 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 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 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. The commencement date of the fiscal year shall be subject to change by the directors for accounting reasons or other good cause.

Section 3. Bank. Funds of the Association shall be initially deposited in such bank or savings association 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 Association from time to time. The funds may be invested from time to time in accounts or deposit certificates of such bank or savings association as are insured by the Federal Deposit Insurance Corporation or the Federal Savings

and Loan Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government.

## ARTICLE XV INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. Limitation of Liability of Volunteers. No director or officer of the Associations who is a volunteer director or volunteer officer (as these terms are defined in the Michigan Non-Profit Corporation Act) of the Association shall be personally liable to the Association or its members for monetary damages for breach of his or her fiduciary duty as a volunteer director or officer except for liability arising from (a) any breach of the volunteer director's or officer's duty of loyalty to the Association or its Members; (b) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (c) a violation of Section 551(1) of the Michigan Non-Profit Corporation Act; (d) any transaction from which the volunteer director or officer derived an improper personal benefit; or (e) an act of omission that is grossly negligent.

Section 2. Assumption of Liability of Volunteers. The Association further assumes liability for all acts or omissions of a volunteer director, volunteer officer or other volunteer occurring on or after the effective date of the Master Deed if all of the following are met: (a) the volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority; (b) the volunteer was acting in good faith; (c) the volunteer's conduct did not amount to gross negligence or willful and wanton misconduct; (d) the volunteer's conduct was not an intentional tort; and (e) the volunteer's conduct was not a tort arising out of the ownership, maintenance, or use of a motor vehicle for which tort liability may be imposed as provided in Section 3135 of the Insurance Code of 1956, Act No. 218 of Michigan Public Acts of 1956.

Section 3. Indemnification of Volunteers. The Associations shall also indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal, other than an action by or in the right of the Association, by reason of the fact that the person is or was a volunteer director, volunteer officer, or nondirector volunteer of the Association, against all expenses including attorney's fees, judgments, penalties, fines, and amounts paid in settlement actually and reasonably incurred by the person in connection with the action, suit, or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Association or its members, and with respect to any criminal action or proceeding, if the person had no reasonable cause to believe that the conduct was unlawful. In the event of any claim for indemnification hereunder based upon a settlement by the volunteer director, volunteer officer, or nondirector volunteer seeking such indemnification, the indemnification herein shall apply only if the board of directors (with any director seeking indemnification abstaining) approves such settlement and indemnification as being in the best interest of the corporation. The indemnification and advancement of expenses provided by or granted pursuant to this Article shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement or expenses may be entitled under the Articles of Incorporation, the Bylaws, contractual agreement, or otherwise by law and shall continue as to a person who has ceased to be a volunteer director or volunteer officer or nondirector volunteer of the corporation and shall inure to the benefit of the heirs, executors, and administrators of such person. At least ten (10) days prior to payment of any indemnification which it has approved, the board of directors shall notify all members thereof. The Association shall maintain insurance coverage to cover indemnification payments made pursuant to this Article XV.

## ARTICLE XVI AMENDMENTS

Section 1. Voting. Subject to the provisions contained herein with respect to amendments, modifications, additions or deletions affecting the Developer or the Co-owners of the Commercial Units, including, without limitation, the restriction contained in Article VI, Section 1 of the Bylaws benefitting the Commercial Units, the Master Deed, Bylaws and Condominium Subdivision Plan 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 in number and in value of all Co-owners. Any provision of the Master Deed or Bylaws benefitting, protecting or otherwise affecting only the Residential Units may be amended by an affirmative vote of not less than sixty-six and two-thirds (66 2/3%) percent of all Residential Unit Co-owners. Any provision of the Master Deed or Bylaws benefitting, protecting or otherwise affecting only the Commercial Units may be amended by the unanimous affirmative vote of the Commercial Unit Co-owners. Exceptions to the foregoing are as follows:

(a) Modification of Units or Common Elements. No Unit dimensions may be modified in any material way without the consent of the Co-owner and mortgagee of such Unit nor may the nature or extent of Limited Common Elements (Residential or Commercial) or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the Co-owner and mortgagee of any Unit to which the same are appurtenant.

(b) Mortgagee Consent. Whenever a proposed amendment would materially alter or change the rights of mortgagees generally, then such amendments shall require the approval of sixty-seven (67%) percent of all first mortgagees of record, allocating one vote for each mortgage held.

(c) By Developer. Pursuant to Section 90(1) of the Act, the Developer hereby reserves the right, on behalf of itself and on behalf of the Condominium Association and the Association, to amend this Master Deed and the other Condominium Documents without approval of any Co-owner or mortgagee for the purposes of correcting survey and other errors and for any other purpose unless the amendment would materially alter or change the rights or benefits of a Co-owner or mortgagee, in which event such affected Co-owner and mortgagee consent shall be required as provided above. This reservation shall remain effective for a period of two (2) years after the end of the Construction and Sales Period.

Section 2. Proposal. Amendments to the Master Deed, Bylaws and Condominium Subdivision Plan may be proposed by the Condominium Association acting upon the vote of the majority of directors or may be proposed by one-third (1/3) or more of the Co-owners by instrument in writing signed by them.

Section 3. 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 4. When Effective. Any amendment shall become effective upon recording of such amendment in the office of the Wayne County Register of Deeds.

Section 5. Binding. A copy of each amendment shall be furnished to every member of the Condominium Association after adoption; provided, however, that any amendment 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 XVII  
COMPLIANCE

The Association and all present or future Co-owners, tenants, future tenants, or any other persons acquiring an interest in or using 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 Act, the Act shall govern.

ARTICLE XVIII  
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 XIX  
REMEDIES FOR DEFAULT

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

Section 1. Legal Action. 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 respective Association or, if appropriate, by an aggrieved Co-owner or Co-owners.

Section 2. Recovery of Costs. 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 attorney's 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's fees.

Section 3. Removal and Abatement. 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 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. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

Section 4. Assessment of Fines. The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association of monetary fines for such violations in accordance with Article XX of these Bylaws.

Section 5. Non-waiver of Right. The failure of the Associations 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 6. Cumulative Rights, Remedies and Privileges. All rights, remedies and privileges granted to the Associations 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.

Section 7. Enforcement of Provisions of Condominium Documents. A Co-owner may maintain an action against the Association and its officers and directors to compel such persons to enforce the terms and provisions of the Condominium Documents. A Co-owner may maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act. In any proceeding brought by a Co-owner against the Association, or its officers and directors under this Section, the respective Association, or its officers and directors, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees (not limited to statutory fees) as may be determined by the court, but in no event shall any Co-owner be entitled to recovery of such attorney's fees.

## ARTICLE XX ASSESSMENT OF FINES

Section 1. General. The violation by any Co-owner, occupant, tenant, or guest of any of the provisions of the Condominium Documents including any duly adopted rules and regulations shall be grounds for assessment by any of the Associations of monetary fines against the involved Co-owner. Such Co-owner shall be deemed responsible for such violations whether they occur as a result of his personal actions or the actions of his family, guests, tenants, or any other person admitted through such Co-owner to the Condominium Premises.

Section 2. Procedures. Upon any such violation being alleged by the an Association, the following procedures will be followed:

(a) Notice. Notice of the violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Co-owner on notice as to the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the representative of said Co-owner at the address as shown in the notice required to be filed with the Association pursuant to Article VIII, Section 3 of these Bylaws.

(b) Opportunity to Defend. The offending Co-owner shall have an opportunity to appear before the Association and offer evidence in defense of the alleged violation. The appearance before the Association shall be at its next scheduled meeting, but in no event shall the Co-owner be required to appear less than ten (10) days from the date of the notice.

(c) Default. Failure to respond to the notice of violation constitutes a default.

(d) Hearing and Decision. Upon appearance by the Co-owner before the Association Board and presentation of evidence of defense, or, in the event of the Co-owner's default, the Association shall, by majority vote of a quorum of the board, decide whether a violation has occurred. The Association's decision is final.

Section 3. Amounts. Upon violation of any of the provisions of the Condominium Documents and after default of the offending Co-owner or upon the decision of an Association as recited above, the following fines shall be levied:

(a) First Violation. No fine shall be levied.

(b) Second Violation. One-Hundred Dollar (\$100.00) fine.

(c) Third Violation. Two-Hundred and Fifty Dollar (\$250.00) fine.

(d) Fourth Violation and Subsequent Violations. Five Hundred Dollar (\$500.00) fine.

Section 4. Collection. The fines levied pursuant to Section 3 above shall be assessed against the Co-owner and shall be due and payable together with the regular Condominium assessment on the first of the next following month. Failure to pay the fine will subject the Co-owner to all liabilities set forth in the Condominium Documents including, without limitations, those described in Article II and Article XIX of the Bylaws.

#### ARTICLE XXI RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such powers and rights and such assignee or transferee shall thereupon have the same rights and powers as herein given and reserved to the Developer. Any rights and powers reserved or granted to the Developer or its successors shall terminate, if not sooner assigned to the Association, at the conclusion of the Construction and Sales Period as defined in Article III of the Master Deed. The immediately preceding sentence dealing with the termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is concerned, only to the Developer's rights to approve and control the administration of the Condominium and shall not, under any circumstances, be construed to apply to or cause the termination of any real property rights granted or reserved to the Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents which shall not be terminable in any manner hereunder and which shall be governed only in accordance with the terms of their creation or reservation and not hereby).

#### ARTICLE XXII 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.

/Users/ChristopherHajek/Documents/THF - Client Files/@ to Infiinity/1529 Development Co LLC/Hartz Condominium/Master Deed & Bylaws/Hartz Building Bylaws R2.docx

WAYNE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 1127  
EXHIBIT "B" TO THE MASTER DEED OF

**HARTZ BUILDING CONDOMINIUM**

CITY OF DETROIT, WAYNE COUNTY, MICHIGAN

DEVELOPER  
1529 BROADWAY DEVELOPMENT, L.L.C.  
1529 BROADWAY, STE 500  
DETROIT, MICHIGAN 48226

ENGINEERS & SURVEYORS  
GIFELS WEBSTER  
28 W. ADAMS, SUITE 1200  
DETROIT, MICHIGAN 48226

**PROPERTY DESCRIPTION**

THE NORTH 32 FEET OF THE SOUTH 34 FEET OF LOT 18, INCLUDING A 10 FOOT PORTION OF THE VACATED LAND ADJOINING IN THE FRONT OF SAID LOT, OF PLAT OF SECTION 7 OF GOVERNOR & JUDGE'S PLAT, AS RECORDED IN LIBER 34 OF DEEDS, PAGE 544, WAYNE COUNTY RECORDS, CITY OF DETROIT, WAYNE COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTH-EAST CORNER OF LOT 16 OF SAID PLAT OF SECTION 7 OF GOVERNOR & JUDGE'S PLAT, THENCE SOUTH 60 DEGREES 08 MINUTES 35 SECONDS EAST, 160 FEET TO THE WESTERLY RIGHT OF WAY LINE OF JOHN R STREET (60 FEET WIDE); THENCE NORTH 29 DEGREES 51 MINUTES 29 SECONDS EAST, 10.00 FEET TO THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF SAID JOHN R STREET AND THE SOUTHERLY RIGHT OF WAY LINE OF BROADWAY STREET (100 FEET WIDE); THENCE NORTH 60 DEGREES 08 MINUTES 35 SECONDS WEST, 125.77 FEET ALONG SAID SOUTHERLY LINE TO THE POINT OF BEGINNING; THENCE SOUTH 29 DEGREES 46 MINUTES 04 SECONDS WEST, 110.00 FEET TO THE NORTH LINE OF A PUBLIC ALLEY (20.00 FEET WIDE); THENCE ALONG SAID NORTH LINE, NORTH 60 DEGREES 08 MINUTES 35 SECONDS WEST, 32.00 FEET; THENCE NORTH 29 DEGREES 46 MINUTES 04 SECONDS EAST, 110.00 FEET TO SOUTH LINE OF SAID BROADWAY STREET; THENCE ALONG SAID SOUTH LINE, SOUTH 60 DEGREES 08 MINUTES 35 SECONDS EAST, 32.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.081 ACRES.

EXAMINED AND APPROVED  
DATE AUG 14 2019  
BY ELWA ALU  
AMY L. MILLER-VANDAWAKER  
PLAT ENGINEER

ATTENTION: WAYNE COUNTY REGISTER OF DEEDS  
THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE. WHEN A NUMBER HAS BEEN ASSIGNED TO THIS PROJECT, IT MUST BE PROPERLY SHOWN IN THE TITLE (SHEET 1) AND THE SURVEYOR'S CERTIFICATE (SHEET 2).

SHEET INDEX	
1	COVER SHEET
2	SURVEY PLAN
3	SITE PLAN & UTILITY PLAN
4	FLOOR PLANS: BASEMENT - 3RD
5	FLOOR PLANS: 4TH - ROOF
6	BUILDING SECTIONS

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

**gifels**  
webster

ENGINEERS  
SURVEYORS  
PLANNERS  
LANDSCAPE ARCHITECTS

28 W. ADAMS STREET  
SUITE 1200  
DETROIT, MI 48226  
P (313) 963-4442  
www.gifelswebster.com

REGISTERED: S.T.C.  
MANAGER: S.T.C.  
DESIGNER: M.D.M.  
D.C.R.: J.N.R.  
SECTION: CIVIL & LANDSCAPE

SEAL

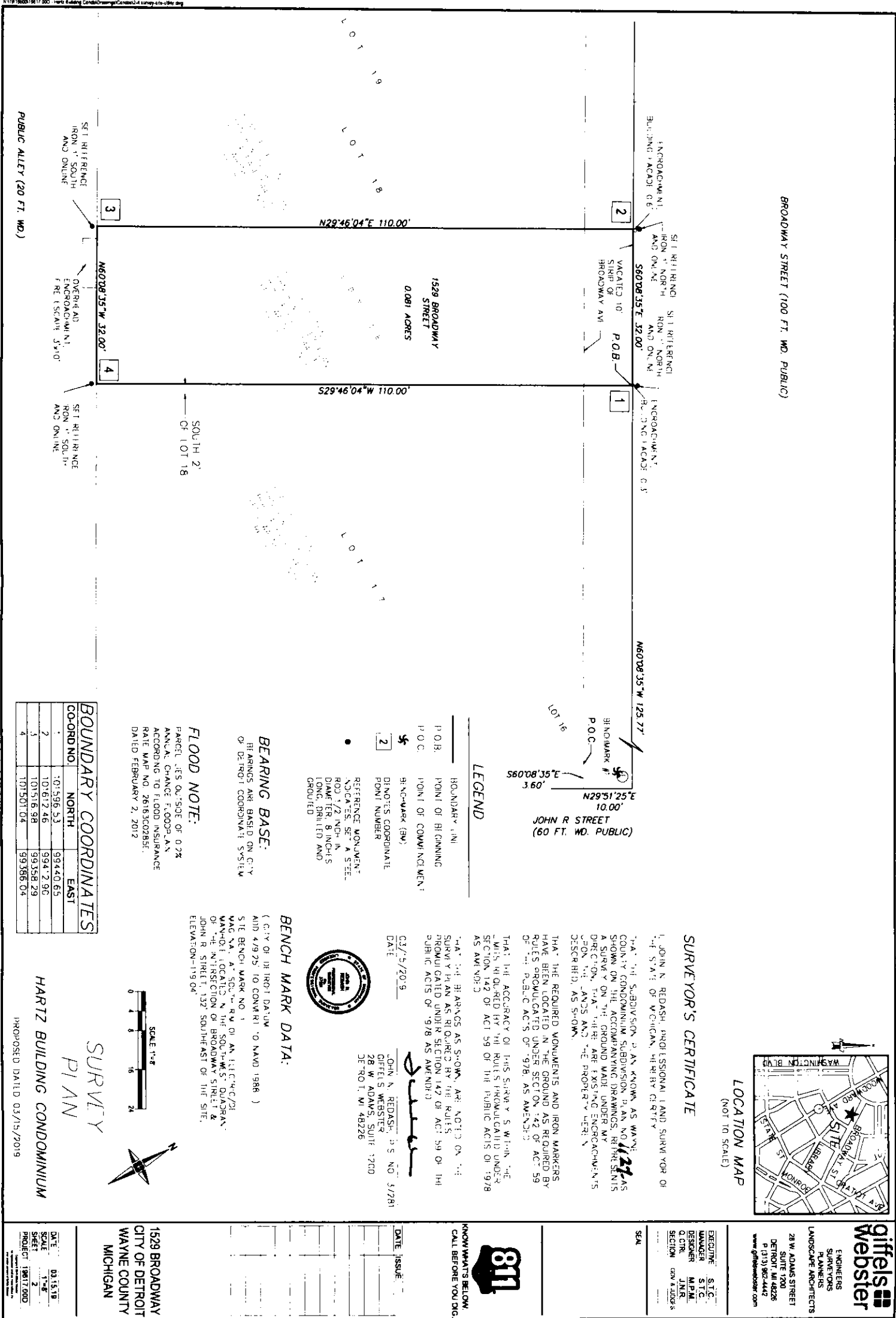


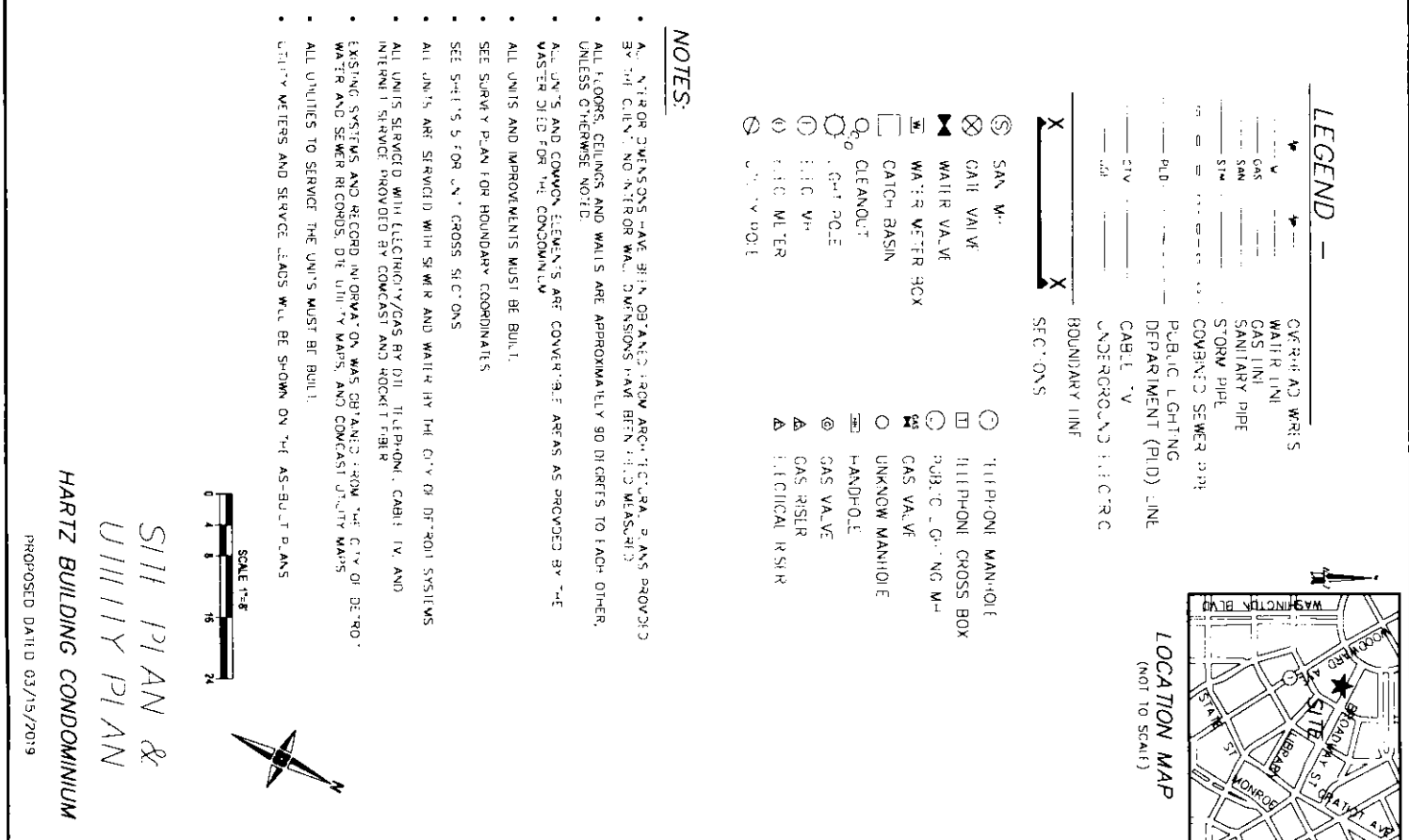
KNOW WHAT'S BELOW.  
CALL BEFORE YOU DIG.






DATE	ISSUE

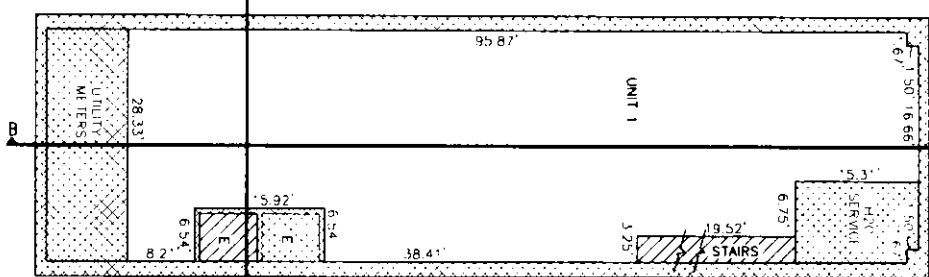
1529 BROADWAY  
CITY OF DETROIT  
WAYNE COUNTY  
MICHIGAN

DATE: 03.15.19  
SCALE: NO SCALE  
SHEET: 1  
PROJECT: 18017.000











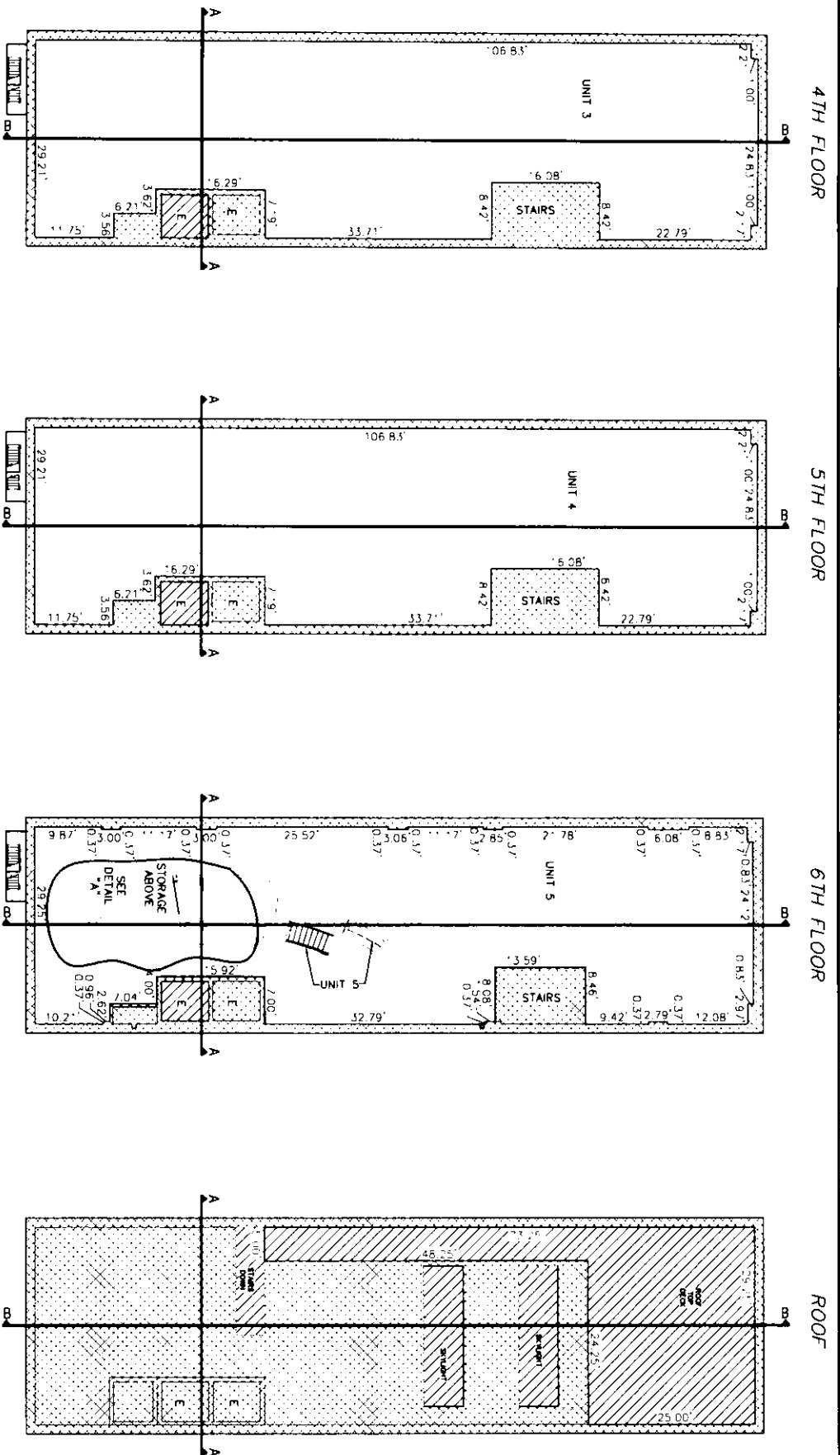
		ENGINEERS SURVEYORS PLANNERS		LANDSCAPE ARCHITECTS 28 W. ADAMS STREET SUITE 1200 DETROIT, MI 48226 P (313) 862-4442 <a href="http://www.giffelswebster.com">www.giffelswebster.com</a>	
EXECUTIVE MANAGER DESIGNER Q. CTR. SECTION		S.T.C. S.T.C. M.P.M. J.N.R. G.P.V. & J.B.G.S.			
DATE ISSUE		KNOWN WHAT'S BELOW CALL BEFORE YOU DIG			
					
1529 BROADWAY CITY OF DETROIT WAYNE COUNTYY MICHIGAN					



LEGEND - PROPOSED

- |   |  |
|---|--|
|  | GRIDDED COMMON ELEMENT (GCC)             |
|  | RESIDENTIAL LIMITED COMMON ELEMENT (LCE) |
|  | COMMERCIAL LIMITED COMMON ELEMENT (LCE)  |
|  | LIMITS OF OWNERSHIP                      |
|  | BUILDING SECTIONS<br>SHEET 6             |
|  | E  |

PROPOSED DATED 03/15/2019



NOTES:

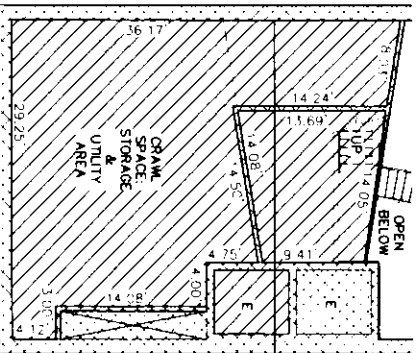
- ALL INTERIOR DIMENSIONS HAVE BEEN OBTAINED FROM ARCHITECTURAL PLANS PROVIDED BY THE CLIENT. NO INTERIOR WALL DIMENSIONS HAVE BEEN PROVIDED.
- ALL FLOORS, CEILINGS AND WALLS ARE APPROXIMATELY 90 DEGREES TO EACH OTHER, UNLESS OTHERWISE NOTED.
- STRUCTURAL SUPPORTS, MECHANICAL CHASES AND AIRWAYS NECESSARY FOR THE OPERATION OF THE BUILDING ARE DESIGNATED AS GENERAL COMMON ELEMENT.
- ALL UNITS AND COMMON ELEMENTS ARE CONVERTIBLE AREAS AS PROVIDED BY THE MASTER CHILD FOR THE CONDOMINIUM.
- TYPICAL WALL THICKNESS IS 0.5' UNLESS OTHERWISE NOTED.
- SEE SHEET 6 FOR CROSS SECTIONS A AND B-R.
- 1ST STORY FACADE & SIGNAGE IS COMMERCIAL, I.C.I.

LEGEND - PROPOSED

- GENERAL COMMON ELEMENT (GCL)
- RESCUED AREA (RCL)
- COMMON ELEMENT (CEE)
- LIMITS OF OWNERSHIP
- BUILDING SECTIONS (BS)
- UTILITY AREA (UA)

DETAIL "A"

SCALE 1"=5'



SCALE 1"=8'



FLOOR PLANS:  
4TH FLOOR  
HARTZ BUILDING CONDOMINIUM

PROPOSED DATED 03/15/2019

**giffels**  
**webster**

ENGINEERS  
SURVEYORS  
PLANNERS  
LANDSCAPE ARCHITECTS

28 W. ADAMS STREET  
SUITE 1200  
DETROIT, MI 48226  
P (313) 962-4442  
www.giffelswebster.com

EXECUTIVE: S.T.C.  
MANAGER: S.T.C.  
DESIGNER: M.P.M.  
CHECKER: J.N.R.  
SECTION: C.M. # 10025

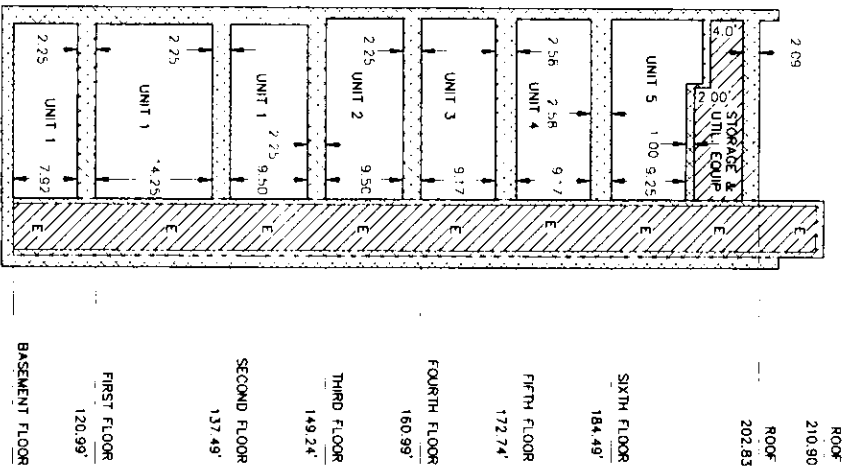
SEA



DATE: ISSUE  
3.20.19 REVIEW SET

DATE: 03.15.19  
SCALE: 1"=8'  
SHEET: 5  
PROJECT: 190117.000

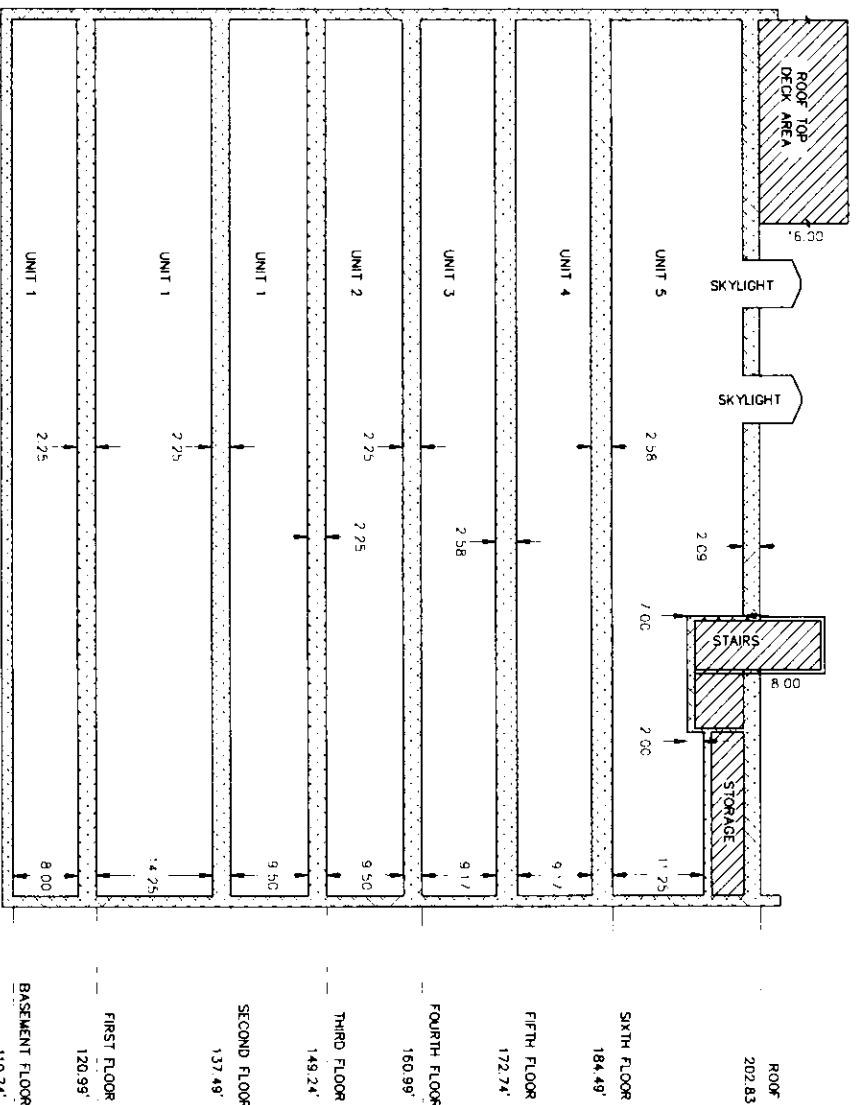
SECTION A-A



NOTES:

- ALL INTERIOR DIMENSIONS HAVE BEEN OBTAINED FROM ARCHITECTURAL PLANS PROVIDED BY THE CLIENT. NO INTERIOR WALL DIMENSIONS HAVE BEEN FIELD MEASURED.
- ALL FLOORS, CEILINGS AND WALLS ARE APPROXIMATELY 90 DEGREES TO EACH OTHER, UNLESS OTHERWISE NOTED.
- STRUCTURAL SUPPORTS, MECHANICAL CHASES AND ARMATURES NECESSARY FOR THE OPERATION OF THE BUILDING ARE DESIGNATED AS GENERAL COMMON ELEMENT.
- ALL UNITS AND COMMON ELEMENTS ARE CONVERTIBLE AS FAR AS PROVIDED BY THE MASTER DEED FOR THE CONDOMINIUM.
- TYPICAL WALL THICKNESS IS 10" UNLESS OTHERWISE NOTED.
- SEE SHEET 3 FOR OVERALL SITE PLAN AND JCL ELEMENTS.
- CITY OF DETROIT (ALUM ADD) 478.25' TO CONVERT TO NAD 1988.
- 1ST STORY FACADE & SIGNAGE IS COMMERCIAL, L.C.E.

SECTION B-B



LEGEND - PROPOSED

- GENERAL COMMON ELEMENT (GCE)
- UNITED COMMON ELEMENT (U.C.E.)
- UNIT'S OF OWNERSHIP
- ELEVATOR



HARTZ BUILDING CONDOMINIUM  
SECTIONS

PROPOSED DATE: 03/15/2019

**giffels**  
**webster**

ENGINEERS  
SURVEYORS  
PLANNERS  
LANDSCAPE ARCHITECTS

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EXECUTIVE: S.T.C.  
MANAGER: S.T.C.  
DESIGNER: M.P.M.  
D. CTR.: J.N.B.  
SECTION: CON 1.000.5

SEALED



KNOW WHAT'S BELOW  
CALL BEFORE YOU DIG

DATE: 03/15/19

SCALE: 1"=8'

SHEET: 6

PROJECT: 18017.000

DATE: 03/15/19

SCALE: 1"=8'

SHEET: 6

PROJECT: 18017.000