

WATER MAIN EASEMENT

This indenture, made this 11 day of July, 1979 between Stephen & Jan Linsenmeyer, 127 Hollywood, Monroe, Michigan 48161 party of the first part, and the City of Monroe, a Municipal corporation, whose address is 120 South Macomb St., Monroe, Michigan 48161, party of the second part.

Deed of Conveyance
 RECORDED
 1979 JUL 11 PM 3:00
 MONROE, MICHIGAN

RECEIVED FOR RECORD
 1980 FEB 21 AM 9 16

WITNESSETH:

For and in consideration of the sum of \$1.00 (One Dollar) the receipt of which is hereby acknowledged and confessed, the party of the first part does by these presents grant, bargain sell, release and confirm unto the said party of the second part and it's successors and assigns, an easement in perpetuity for the purposes of granting unto the party of the second part the right to repair and maintain within said easement an underground watermain and appurtenances thereto, with full right in the party of the second part, its successors and assigns to go on the premises within said easement at any time for the purposes of repairing or maintaining said water main, said easement being described as follows:

The property which is located in the City of Monroe, County of Monroe and State of Michigan is described as follows:

Commencing at a point 1154.95 feet north 24 degrees, 15 minutes east from the intersection of the north line of Lemerand Street with the west line of North Macomb Street:

thence north 24 degrees 15 minutes east 12.00 feet;

thence north 65 degrees 45 minutes west 400.00 feet;

thence south 24 degrees 15 minutes west 12.00 feet;

thence south 65 degrees 45 minutes east 400.00 feet to the place of beginning.

Being a part of Private Claim Nos. 53 and 652, North of the River Raisin.

It is agreed, that the party of the second part will not be required to replace or repair any paved parking area, street, driveway or sidewalk removed or damaged because of construction maintenance or repairs of said easement.

It is agreed by and between the parties hereto that the party of the second part shall be granted the right of ingress and egress and reasonable use of the land on and adjacent to the described easement to be used in the maintenance and repair of said water main; and that after any repairs thereto, fences and grounds disturbed or removed by second parties shall be restored by second party in a workmanlike manner and the premises left in as satisfactory condition as previously, taking into consideration the type of work being performed.

IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand this day and year first above written.

WITNESS

Janice C. Kilpatrick

Terry J. Martin

STATE OF MICHIGAN)
) SS
COUNTY OF MONROE)

BY: Stephen Linsenmeyer

Stephen Linsenmeyer

Jan Linsenmeyer

Jan Linsenmeyer

On July 11, 1979 before me, a Notary Public in and for the County of Monroe, personally appeared Stephen J. and Jan Linsenmeyer to me known to the same persons described in and who executed the within instrument, who both acknowledged the same to be Their free act and deed.

Lucina B. White

Notary Public, Monroe County
Michigan.

My Commission Expires: 1-17-83

1980 SEP -2 PM 2:44

MASTER DEED

LINSWOOD ESTATES

Carl J. Linsenmeyer
RECORDS & DEEDS
MONROE COUNTY, MICH.

(Act 59, Public Acts of 1978, as amended)

This Master Deed is made and executed on this 2nd day of September, 1980, by Stephen J. Linsenmeyer and Jan M. Linsenmeyer, his wife, hereinafter referred to as "Developer", whose office is situated at 415 S. Monroe Street, #104, Monroe, Michigan, in pursuance of the provisions of the Michigan Condominium Act as amended (being Section 559.2 of the Compiled Laws of 1948 and Act 59 of the Public Acts of 1978), hereinafter referred to as the "Act".

WITNESSETH:

Whereas, the Developer is the owner of certain real property located in the City of Monroe, County of Monroe, Michigan, and more particularly described as follows:

Beginning at a point 30.00 feet South 65°-42' East and 995.95 feet North 24°-15' East from the intersection of the North line of Lemerand Street with the West line of North Macomb Street; thence North 24°-15' East 312.85 feet along the centerline of North Macomb Street; thence North 65°-45' West 551.10 feet; thence South 24°-15' West 312.85 feet; thence South 65°-45' East 551.10 feet to the Place of Beginning; being a part of private claims No. 53 and 652, North of the River Raisin and being situated in the City of Monroe, Monroe County, Michigan. ✓

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

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

FIRST: Certain terms are utilized not only in this Master Deed and Exhibits "A" and "B" hereto, but are or may be used in var-

ious other instruments such as, by way of example and not limitation, the Articles of Incorporation and corporate By-Laws and Rules and Regulations of the Linswood Estates Condominium Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Linswood Estates as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

- (a) The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.
- (b) "Association" shall mean the non-profit corporation organized under Michigan law of which all co-owners shall be members which corporation shall administer, operate, manage and maintain the Condominium. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the Laws of the State of Michigan.
- (c) "Association By-Laws" means the corporate By-Laws of Linswood Estates Condominium Association, the Michigan non-profit corporation organized to manage, maintain and administer the Condominium.
- (d) "Common Elements", where used without modification, shall mean both the general and limited common elements described in Paragraph FOURTH hereof.
- (e) "Condominium By-Laws" means Exhibit "A" hereto, being the By-Laws setting forth the substantive rights and obligations of the co-owners and required by Section 3(4) of the Act to be recorded as part of the Master Deed.
- (f) "Condominium Documents" wherever used means and includes this Master Deed and Exhibits "A" and "B" hereto, the Articles of Incorporation, By-Laws and the Rules and Regulations, if any, of the Association.
- (g) "Condominium Premises" means and includes the land and the buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Linswood Estates as described above.
- (h) "Condominium Project", "Condominium" or "Project" means Linswood Estates as an approved condominium project established in conformity with the provisions of the Act.
- (i) "Condominium Subdivision Plan" means Exhibit "B" hereto.
- (j) "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more units in the Condominium Project. The term "owner", wherever used, shall be synonymous with the term "co-owner".
- (k) "Consolidating Master Deed" means the final amended Master Deed which shall describe Linswood Estates as a completed Condominium Project and shall reflect the entire land area

added to the Condominium from time to time under Article NINTH and all residential units and common elements therein, and which shall express percentages of value pertinent to each residential unit as finally readjusted. Such Consolidating Master Deed, when approved by the Michigan Department of Commerce and recorded in the Office of the Monroe County Register of Deeds, shall supersede all previously recorded Master Deeds for Linswood Estates, a condominium.

- (l) "Developer" shall mean Stephen J. Linsenmeyer and Jan M. Linsenmeyer, his wife, which has made and executed this Master Deed, and its successors and assigns.
- (m) "Unit" means the enclosed space constituting a single complete residential dwelling unit in Linswood Estates as such space may be described in Exhibit "B" hereto.
- (n) Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where the same would be appropriate.

SECOND: The condominium project shall be known as Linswood Estates, Monroe County Condominium Subdivision Plan No. 2. The architectural plans for the project were approved by the City of Monroe, State of Michigan. The condominium project is established in accordance with the Act.

THIRD: The buildings and units contained in the condominium, including the number, boundaries, dimensions, area and volume of each residential unit therein are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" hereto. Each building contains individual units for residential purposes and each unit is capable of individual utilization on account of having its own entrance from and exit to a common element of the condominium project. Each co-owner in the condominium project shall have an exclusive right to his residential unit and shall have undivided and inseparable rights to share with other co-owners the common elements of the condominium project as are designated by the Master Deed.

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

A. The general common elements are:

- (1) The land described in page one hereof, including drive-ways, roads, sidewalks and parking spaces not designated as limited common elements;
- (2) The electrical wiring network throughout the project up to, but not including, the electric meter for each unit;
- (3) The gas line network throughout the project up to, but not including, the gas meter for each unit;
- (4) The telephone and television wiring networks throughout

the project;

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

(6) The water distribution system, sanitary sewer system and storm drainage system throughout the project;

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

(8) 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 necessary to the existence, upkeep and safety of the project;

(9) Some or all of the utility lines (including mains and service leads) and equipment described in paragraph FOURTH A(2), (3), (4), (5) and (6), may be owned by the local municipal authority or by the company that is providing the pertinent utility service. Accordingly, such utility lines and equipment shall be general common elements only to the extent of the co-owners' interest therein, and Developer makes no warranty whatever with respect to the nature or extent of such interest, if any.

B. The limited common elements are:

(1) Certain parking garages are appurtenant to certain units as limited common elements as designated in Exhibit "B" attached hereto with numbers which correspond to the unit to which such parking garages respectively appertain.

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

(3) Each individual patio in the project is restricted in use to the co-owner of the unit which opens into such patio as shown on Exhibit "B" hereto. Not all patio areas may have been presently dimensioned and designated in Exhibit "B" hereto, it being the purpose of the Developer to designate and dimension such patio areas in a subsequent recording of an amended Sheet 2 to Exhibit "B", such right of amendment being hereby reserved solely unto Developer without the necessity of consent of or execution by any other person interested in the condominium, whether as owner, mortgagee or otherwise.

(4) Each individual exterior air-conditioning unit, and the concrete pad upon which it sits, shall be restricted in use to the co-owner of the unit to which it is connected.

(5) The interior surfaces of unit perimeter walls (including windows and doors therein), ceilings and floors contained within a unit shall be subject to the exclusive use and enjoyment of the co-owner of such unit.

C. The costs of maintenance, repair and replacement of the

limited common elements described in subparagraphs FOURTH B(3) and B(4) above shall be borne by the co-owner of the unit to which such limited common elements respectively appertain; provided, however, that any patio area consisting primarily of lawn area shall be mowed by the Association and any fences between patios installed by the Developer or the Association shall be maintained, repaired and replaced by the Association.

The costs of maintenance, repair and replacement of all other general and limited common elements described above shall be borne by the Association, except that the costs of decoration (but not repair or replacement except in cases of co-owner fault) of all surfaces referred to in paragraph FOURTH B(5) shall be borne by the co-owner of each unit to which such surfaces are appurtenant, unless such maintenance, repair and replacement is necessitated by co-owner fault, in which case the co-owner at fault shall bear such costs as exceed any insurance proceeds.

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

FIFTH:

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

B. The percentage of value assigned to each unit is set forth in subparagraph C below. The percentage of value assigned to each unit shall be determinative of the proportionate share of each respective co-owner in the common elements, proceeds and expenses of the administration and the value of such co-owner's vote at meetings of the Association of co-owners. The percentage of value assigned to each unit is based upon the fraction of the square footage of floor space contained in said unit (as is set forth on Exhibit "B"), not inclusive of the basement or garage area, to the total (non-basement and garage) square footage of floor space in all units in the Condominium Project. The total value of the project is 100. Each co-owner's maximum percentage value of undivided interest in the common elements in the Condominium Project based upon this thirty-six (36) unit phase of the development is three and

18/100 percent (3.18%) which is subject to diminution to no less than a minimum percentage value of one and 65/100 percent (1.65%) based upon the full unit development.

C. Set forth below are:

(1) Each residential unit number as it appears on the Condominium Subdivision Plan.

(2) The percentage of value assigned to each residential unit.

	<u>Unit Number</u>		<u>Percentage of Value Assigned</u>
Bldg. 1	1-	1 Linswood Drive	2.582
	2-	3 Linswood Drive	3.087
	3-	5 Linswood Drive	2.493
	4-	7 Linswood Drive	2.742
Bldg. 2	5-	27 Linswood Drive	2.582
	6-	25 Linswood Drive	3.087
	7-	23 Linswood Drive	2.493
	8-	21 Linswood Drive	2.742
Bldg. 3	9-	31 Linswood Drive	2.582
	10-	33 Linswood Drive	3.087
	11-	35 Linswood Drive	2.493
	12-	37 Linswood Drive	2.742
Bldg. 4	13-	41 Linswood Drive	3.087
	14-	43 Linswood Drive	2.582
	15-	45 Linswood Drive	3.180
	16-	47 Linswood Drive	2.987
Bldg. 5	17-	51 Linswood Drive	3.087
	18-	53 Linswood Drive	2.582
	19-	55 Linswood Drive	3.180
	20-	57 Linswood Drive	2.987
Bldg. 6	21-	60 Linswood Drive	2.582
	22-	62 Linswood Drive	3.087
	23-	64 Linswood Drive	2.493
	24-	66 Linswood Drive	2.742
Bldg. 7	25-	70 Linswood Drive	2.742
	26-	72 Linswood Drive	2.493
	27-	74 Linswood Drive	3.087
	28-	76 Linswood Drive	2.582
Bldg. 8	29-	80 Linswood Drive	2.742
	30-	82 Linswood Drive	2.493
	31-	84 Linswood Drive	3.087
	32-	86 Linswood Drive	2.582
Bldg. 9	33-	96 Linswood Drive	2.582
	34-	94 Linswood Drive	3.087
	35-	92 Linswood Drive	2.493
	36-	90 Linswood Drive	2.742

SIXTH:

Notwithstanding any other provision in this Master Deed or the Condominium By-Laws or any other documents, the following provisions shall apply and may not be amended or deleted without the prior written consent of the holder of each first mortgage of a condominium unit of record:

- (a) A first mortgagee at its request is entitled to written notification from The Association of any default by the co-owner of such dwelling unit in the performance of such co-owner's obligations under the Condominium documents which is not cured within sixty (60) days.
- (b) Any first mortgagee who obtains title to a unit pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall be exempt from any "right of first refusal" contained in the condominium documents; and shall be free to sell or lease such unit without regard to any such provision.
- (c) Any first mortgagee who obtains title to a unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall not be liable for such unit's unpaid dues or charges which accrue prior to the acquisition of title to such unit by the mortgagee (except for claims for a prorata share of such assessments or charges resulting from a prorata reallocation of such assessments or charges to all units including the mortgaged dwelling unit).
- (d) Unless at least two-thirds (2/3) of the first mortgagees (based upon one (1) vote for each mortgage owned), or owners (other than the sponsor, developer or builder) of the individual condominium units have given their prior written approval, the Condominium Owners Association shall not be entitled to:
 - (1) by act or omission seek to abandon or terminate the condominium project;
 - (2) change the prorata interest or obligations of any condominium unit for the purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the prorata share of ownership of each unit in the common elements;
 - (3) partition or subdivide any condominium unit;
 - (4) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the common elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the condominium project shall not be deemed a transfer within the meaning of this clause;
 - (5) use hazard insurance proceeds for losses to any condominium property (whether to units or to common

elements) for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in case of substantial loss to the units and/or common elements of the condominium project;

provided, however, if there is now or hereafter provision for addition to or expansion of the condominium project, then a charge in the prorata interest or obligations of any individual unit for (1) the purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (2) determining the prorata share of ownership of each unit in the common elements will be permitted provided that the provision pursuant to which the condominium is subject to additions or expansion complies with the following limitations:

- (1) unit owners have a minimum percentage undivided interest in the common elements, and a corresponding maximum interest subject to diminution to no less than such minimum, each such percentage interest being stated in the Master Deed;
 - (2) the conditions on which any change in such percentage of undivided interest in common elements may take place are fully described in the Master Deed, together with a description of the real property which will become subject to the condominium if such alternative percentage interest becomes effective; and
 - (3) no change in the percentage interests in the common elements may be effected pursuant to such provision more than seven (7) years after the date the Master Deed became effective.
- (e) Each first mortgagee has the right to examine the books and records of the Association and the condominium project.
 - (f) No condominium unit owner, or any other party, shall have priority over any rights of first mortgagees of condominium units pursuant to their mortgages in the case of a distribution to condominium unit owners of insurance proceeds or condemnation awards for losses to or a taking of condominium units and/or common elements.
 - (g) Any agreement for professional management of the condominium regime or any other contract providing for services which exists between the Association and the developer or affiliates of the developer is voidable by the board of directors of the Association on the transitional control date or within ninety (90) days thereafter, and on thirty (30) days' notice at any time thereafter for cause. To the extent that any management contract extends beyond one (1) year after the transitional control date, the excess period under the contract may be voided by the board of directors of the Association by notice to the management agent at least thirty (30) days before the expiration of the one (1) year.

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

EIGHTH: 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 herein for the continuing maintenance and repair of all utilities in the Condominium as originally constructed by Developer and for interior access to water shut off valves that provide water to the common elements. There shall exist easements of support with respect to any unit interior wall which supports a common element.

NINTH: The condominium project established pursuant to the initial Master Deed of Linswood Estates and consisting of thirty-six (36) units is intended to be the first stage of a multi-stage project to expand and contain in its entirety fifty-two (52) units. Developer owns or is interested in certain additional land in the City of Monroe, Monroe County, Michigan, described as follows:

Beginning at a point 30.00 feet South 65°-42' East and 1308.80 feet North 24°-15' East from the intersection of the North line of Lemerand Street with the West line of North Macomb Street: Thence North 24°-15' East 129.00 feet along the centerline of North Macomb Street; thence North 65°-45' West 551.10 feet; thence South 24°-15' West 129.00 feet; thence South 65°-45' East 551.10 feet to the Place of Beginning; being a part of private claims No. 53 and 652, North of the River Raisin and being situated in the City of Monroe, Monroe County, Michigan.

which additional land is proximate to the property herein submitted to this Master Deed. Therefore, any other provisions of this Master Deed notwithstanding, the number of units in the project may, at the option of the Developer or its successors or assigns, from time to time, within a period ending no later than three (3) years after the recording of the initial Master Deed, be expanded and increased up to a total number of fifty-two (52) units by the addition to this Condominium, by amendment to the Master Deed, of any portion of the land area referred to in Article NINTH hereof and the construction of residential units thereon and Developer reserves the right to request the Michigan Department of Commerce to grant it additional time thereafter, not to extend beyond five (5) years after the recording of the initial Master Deed, for it to add additional land from that described in this Article to the condominium project and construct residential units thereon. Such extension of time by the Michigan Department of Commerce shall have the prior written approval of the Advisory Committee and/or Board of Directors of the Association, whichever is within the control of the co-owners, and shall not violate Section 90 of the Act. There is no restriction on the Developer as to the order in which portions of said land may be added to the

condominium project. The nature and appearance of all such additional units as may be constructed thereon shall be determined by Developer in its sole judgment. There is no restriction on the Developer as to the types or locations of any improvements or condominium units that may be made on any portions of the additional land added to the condominium project and the Developer may designate common elements therein which may subsequently be assigned as limited common elements. Such increase in size of this condominium project shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the discretion of the Developer or its successors or assigns and in which the percentages of value set forth in Article FIFTH hereof shall be proportionately readjusted in order to preserve a total value of 100 for the entire project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be within the sole judgment of the Developer except that such readjustments shall be approved by the Michigan Department of Commerce. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon relative size and amenities of various units. Percentages of value may be rounded off to preserve a constant project value of 100%. Such amendment or amendments to the Master Deed shall also contain such further definitions of general or limited common elements as may be necessary to adequately describe the additional section or sections being added to the project by such amendment. All of the co-owners and mortgagees of residential 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 existing units which Developer or its successors or assigns may determine necessary in conjunction with such amendment or amendments as the same may be approved by the Department of Commerce. All such persons irrevocably appoint Developer or its successors or assigns as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto; PROVIDED, HOWEVER, that a Consolidating Master Deed, when recorded, shall supersede all previously recorded Master Deeds. Nothing herein contained, however, shall in any way obligate Developer to enlarge the condominium project beyond the section established by this Master Deed and Developer may, in its discretion, establish all or a portion of said future development as a rental project, a separate condominium project (or projects) or any other form of development, and Developer further reserves the right to rent constructed condominium units prior to sale.

TENTH: Developer reserves for the benefit of itself, its successors and assigns, perpetual easements for the unrestricted use of all roads, driveways and walkways in the condominium for the purposes of ingress and egress to and from all or any portion of the parcel described in Article NINTH or any portion or portions thereof, and any other land contiguous to the Linswood Estates condominium premises.

ELEVENTH: Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article NINTH or any portion or portions thereof and any other land contiguous to Linswood Estates or to said land described in Article NINTH which may be now owned or hereafter acquired by Developer, perpetual easements to utilize, tap, tie into, extend, and enlarge all

utility mains located on the land described in page one of the Master Deed, provided, however, that the effect of such tap-in, tie-in, extension, and enlargement privileges shall not unduly burden the existing utility lines as determined by the appropriate governmental authorities. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located on the condominium premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the condominium premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement.

TWELFTH: Except as provided in preceding Articles as set forth above, the condominium project shall not be terminated, or any of the provisions of this Master Deed or Exhibits attached thereto amended unless done in compliance with the following provisions:

- (a) Prior to the first annual meeting of members of the Association, the Developer may with the approval of the Michigan Department of Commerce (but without the consent of any co-owner or any other person) amend this Master Deed and the Plans attached as Exhibit "B" in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the By-Laws attached hereto as Exhibit "A", as do not materially affect any rights of any co-owner in the project or impair the security of any mortgagee, including, but not limited to, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective co-owners and to enable the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, and/or any other agency of the Federal government or the State of Michigan.
- (b) If there is no co-owner other than the developer, the developer, with the consent of any interested mortgagee, may unilaterally terminate the condominium project or amend the master deed. A termination or amendment under this section shall become effective upon the recordation thereof if executed by the developer.
- (c) If there is a co-owner other than the developer, then the condominium project shall be terminated only by the unanimous agreement of the developer, unaffiliated co-owners of condominium units to which all of the votes in the association of co-owners appertain and the mortgagees of all of the mortgages covering the dwelling units.
- (d) Agreement of all of the co-owners and mortgagees to termination of the condominium shall be evidenced by their execution of the termination agreement or of ratifications thereof, and the termination shall become effective only when the agreement is so evidenced of record.
- (e) Upon recordation of an instrument terminating a condominium project the property constituting the condominium project shall be owned by the co-owners as tenants in common in proportion to their respective undivided interests in the common elements immediately before recordation. As long as the tenancy in common lasts, each co-owner or the heirs, successors, or assigns thereof shall have an exclusive right of occupancy of that portion of the property which formerly constituted the condominium unit.

- (f) Upon recordation of an instrument terminating a condominium project, any rights the co-owners may have to the assets of the association of co-owners shall be in proportion to their respective undivided interests in the common elements immediately before recordation, except that common profits shall be distributed in accordance with the condominium documents and this act.
- (g) The condominium documents may be amended for a proper purpose, without consent of co-owners, mortgagees, and other interested parties, including the modification of the types and sizes of unsold condominium units and their appurtenant limited common elements as long as the administrator determines that the amendments do not materially alter or change the rights of the co-owners, mortgagees, or other interested parties.
- (h) The condominium documents may be amended for a proper purpose, other than as set forth above, even if the amendment will materially alter or change the rights of the co-owners, mortgagees, or other interested parties with the approval of the administrator and the consent of 2/3 of the votes of the co-owners and all of their mortgagees. A co-owner's condominium unit dimensions or appurtenant limited common elements may not be modified without his consent and that of his mortgagee. Co-owners and mortgagees of record shall be notified of proposed amendments, under this subsection, before filing with the administrator, in order to secure their approval.
- (i) A person causing or requesting an amendment to the condominium documents shall be responsible for costs and expenses of the amendment except for amendments based upon a vote of a prescribed majority of co-owners or based upon the advisory committee's decision, the costs of which are expenses of administration.
- (j) A master deed amendment, including the consolidating master deed, dealing with the addition, withdrawal, or modification of units or other physical characteristics of the project shall comply with the standards prescribed in the Act for preparation of an original condominium subdivision plan for the project.

WITNESSES:

Karl R. Frankena
David S. Foster

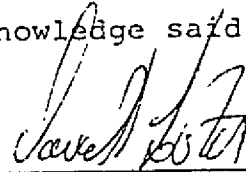
Stephen J. Linsenmeyer
STEPHEN J. LINSENMEYER

Jan M. Linsenmeyer
JAN M. LINSENMEYER

STATE OF MICHIGAN))
COUNTY OF MONROE) SS.

On this 2nd day of September, 1980, before me appeared
STEPHEN J. LINSSENMEYER and JAN M. LINSSENMEYER, his wife, to me personal-

ly known, who being by me sworn, did acknowledge said instrument to be their free act and deed.



Notary Public
Monroe County, Michigan. My
Commission Expires: _____

This Document Prepared By and
When Recorded Return To:

Karl R. Frankena
Conlin, Conlin & McKenney
700 City Center Building
Ann Arbor, MI 48104

DAVID S. FOSTER
Notary Public, Monroe County, Mich.
My Comm. Expires Dec. 29, 1990

EXHIBIT "A"
CONDOMINIUM BY-LAWS
LINSWOOD ESTATES

RECEIVED FOR RECORD
1330 SEP -2 PM 2:44
OFFICE OF DEEDS
MONROE COUNTY, MICHIGAN
Deed of Association

ARTICLE I.

ASSOCIATION OF CO-OWNERS

Section 1. Linswood Estates, a condominium project, located in the City of Monroe, County of Monroe, State of Michigan, shall be administered by an association of co-owners which shall be a non-profit corporation, hereinafter called the "Association", organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the common elements, easements and affairs of the condominium project in accordance with the Master Deed, these By-Laws, the Articles of Incorporation, By-Laws and duly adopted Rules and Regulations of the Association and the laws of the State of Michigan. All co-owners in the condominium project and all persons using or entering upon or acquiring any interest in any dwelling unit therein or the common elements thereof shall be subject to the provisions and terms set forth in the aforesaid condominium documents.

Section 2. Membership in the Association and voting by members of the Association shall be in accordance with the following provisions:

(a) Each co-owner shall be a member of the Association and no other person or entity shall be entitled to membership.

(b) The share of a co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his dwelling unit in the Condominium.

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

(d) No co-owner, other than the developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a dwelling unit in the condominium project to the Association. No co-owner other than the developer, shall be entitled to vote prior to the First Annual Meeting of Members held in accordance with Section 6 of this Article I. The vote of each co-owner may only be cast by the individual representative designated by such co-owner in the notice required in sub-paragraph "e" below or by a proxy given by such individual representative. The developer may only vote for those units for which it has a certificate of occupancy.

(e) Each co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and

other communications from the Association on behalf of such co-owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the dwelling unit or dwelling 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 individual representative designated may be changed by the co-owner at any time by filing a new notice in the manner herein provided.

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

(g) The presence in person or by proxy of thirty percent (30%) in number and in value of the co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required herein to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

(h) Votes may be cast in person or by proxy or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

(i) A majority, except where otherwise provided herein, shall consist of more than fifty percent (50%) in value of those qualified to vote and present in person or by proxy (or written vote if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth and may require such majority to be one of both number and value of designated voting representatives present in person or by proxy, or by written ballot, if applicable, at a given meeting of the members of the Association.

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

Section 3. The Association shall keep current copies of the approved master deed, all amendments to the master deed, and other condominium documents for the condominium project and detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the common elements and any other expenses incurred by or on behalf of the Association and the co-owners. Such condominium documents shall be available during reasonable working hours for inspection by co-owners, prospective pur-

chasers, and prospective mortgagees of condominium units in the condominium project. Such accounts shall be open for inspection by the co-owners during reasonable working hours, the books and records shall be audited at least once each year by qualified independent auditors, and income, expenses and position statements shall be prepared at least twice annually by qualified accountants and distributed to each co-owner, the contents of which shall be defined by the Association. The cost of such professional accounting assistance shall be an expense of administration. Any institutional holder of a first mortgage lien on any unit in the Condominium shall be entitled, upon request, to inspect the books and records of the Condominium during normal business hours and to receive the annual audited financial statement of the Condominium referred to above within ninety (90) days following the end of any fiscal year thereof.

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

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

- (1) Management and administration of the affairs of and maintenance of the condominium project and the common elements thereof.
- (2) To levy, collect and disburse assessments against and from the members of the Association and to use the proceeds thereof for the purposes of the Association, and to impose late charges for non-payment of said assessments.
- (3) To carry insurance and collect and allocate the proceeds thereof.
- (4) To rebuild improvements after casualty.
- (5) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the condominium project.
- (6) To acquire, maintain and improve, and to buy, sell, convey, assign, mortgage or lease any real or personal property (including any unit in the condominium, easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.

(7) To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the business of the Association, and to secure the same by mortgage, pledge, or other lien, on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of sixty percent (60%) of all of the members of the Association in number and in value.

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

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

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

(11) To levy, collect and disburse fines against and from the members of the Association after notice and hearing thereon and to use the proceeds thereof for the purposes of the Association.

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

(13) To assert, defend, or settle claims on behalf of all co-owners in connection with the common elements of the Condominium project. The Board shall provide at least a ten (10) day written notice to all co-owners on actions proposed by the Board with regard thereto.

(b) The Board of Directors shall employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 4(a) of this Article I, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium documents required to be performed by or have the approval of the Board of Directors or the members of the Association. Any agreement or contract for professional management of the Condominium project shall provide that such management contract may be terminated by either party without cause or payment of a termination fee on thirty (30) days' written notice and that the term thereof shall not exceed one (1) year, renewable by agreement of the parties for successive one-year periods.

(c) All of the actions (including, without limitation, the adoption of these By-Laws and any Rules and Regulations for the Association, and any undertakings or contracts entered into with

others on behalf of the Association) of the first Board of Directors of the Association named in its Articles of Incorporation or any successors thereto elected by the Developer before the First Annual Meeting of Members shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the members of the Association at the first or any subsequent annual meeting of members so long as such actions are within the scope of the powers and duties which may be exercised by any Board of Directors as provided in the Condominium documents.

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

Section 6. The first annual meeting of the members of the Association may be convened only by Developer and shall be called within six (6) months from the date when fifty-one percent (51%) in value and in number of all units in all phases of development of Linswood Estates (determined with reference to the recorded Consolidating Master Deed) have been sold and the purchasers thereof qualified as members of the Association, with said project to be constructed in a maximum of two (2) phases and a maximum of fifty-two (52) dwelling units, but in no event, later than two (2) years after the recording of the initial Master Deed. Developer may call meetings of members of the Association 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 Board of Directors, and at least ten (10) days written notice thereof shall be given to each co-owner. Thereafter, the annual meetings shall be held as specified in the Association By-Laws. Upon the sale of fifty-one percent (51%) in value and in number of all units in all phases in the development, the transitional control date shall occur and this means the date on which a board of directors for an association of co-owners takes office pursuant to an election in which the votes which may be cast by eligible co-owners unaffiliated with the developer exceed the votes which may be cast by the developer. Developer shall provide for the election of a non-developer Advisory Committee composed of five (5) co-owners no later than six (6) months after the recording of the Master Deed so as to provide a means for co-owner communication with the first Board of Directors appointed by the developer until the first annual meeting of members is held in accordance with the provisions hereof. The Advisory Committee shall cease to exist automatically upon the election of directors at the first annual meeting of members. Following the formation of the Advisory Committee the first Board of Directors shall meet with it a minimum of four (4) times each year. The members of the Advisory Committee shall serve for a period of one (1) year or until their successors are elected.

Section 7. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director

or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance, willful and wanton misconduct or gross negligence in the performance of his duties; provided, that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors (with the director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled. Ten (10) days written notice of any proposed action by the Association to indemnify an officer or director shall be given to all co-owners. Where no judicial determination as to indemnification of the officer or director has been made, an opinion of independent legal counsel as to the propriety of indemnification shall be obtained if a majority of the co-owners vote to procure such opinion.

ARTICLE II.

ASSESSMENTS

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

Section 2. All costs incurred by the Association in satisfaction of any liability arising within, caused by or in connection with the common elements or the administration of the Condominium shall be expenses of administration within the meaning of Public Act 59 of 1978, as amended; and all sums received as proceeds of or pursuant to, any policy of insurance carried by the Association securing the interests of the co-owners against liabilities or losses arising within, caused by or connected with the common elements or the administration of the Condominium shall be receipts of administration.

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

(a) The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, major repair and replacement of those common elements that must be replaced on a periodic basis must be established in the budget and must be funded by regular monthly payments as set forth in Section 4 below rather than by special assessments. The reserve fund must be at least ten percent (10%) of the current annual budget, noncumulative. The developer shall have the duty to set aside this amount of the annual budget in a reserve fund at the transitional control date and it will be liable for any deficiencies. It should be noted that this required minimum standard may prove to be inadequate for this particular project. The Board of Directors should carefully analyze this project to

determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes. Upon adoption of such annual budget by the Board of Directors, copies of said budget shall be delivered to each co-owner and the assessment for said year shall be established, based upon said budget, although the delivery of a copy of the budget to each co-owner shall not affect the liability of any co-owner for any existing or future assessments. The requirement of establishing and furnishing a budget shall also apply to the First Board of Directors serving prior to the First Meeting of Members held in accordance with Article I, Section 6 hereof even though it will be difficult to determine a budget in advance while the Condominium is expanding pursuant to the provisions therefor in the Master Deed. Should the Board of Directors, at any time determine, in the sole discretion of the Board of Directors, (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation, maintenance and management of the Condominium, (2) to provide replacements of existing common elements, (3) to provide additions to the common elements not to exceed \$1,000.00, or (4) in the event of emergencies, the Board of Directors shall have the authority to levy such additional assessment or assessments as it shall deem to be necessary. Assessments referred to in this subparagraph (a) levied in the sole discretion of the Board of Directors shall not exceed One Thousand Dollars (\$1,000.00) per assessment unless the prior approval to such levy shall have been given by at least sixty percent (60%) of all co-owners in value and in number.

(b) Special assessments, in addition to those required in (a) above may be made by the Board of Directors from time to time and approved by the co-owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to, (1) assessments for capital improvements for additions of a cost exceeding \$1,000.00 per year or (2) assessments to purchase a dwelling unit upon foreclosure of the lien for assessments described in Section 6 hereof. Special assessments referred to in this Sub-paragraph (b) (but not including those assessments referred to in Sub-paragraph 3 (a) above which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of at least sixty percent (60%) of all co-owners in value and in number.

Section 4. All assessments levied against the co-owners to cover expenses of administration shall be apportioned among and paid by the co-owners in accordance with the percentage of value allocated to each dwelling unit in paragraph "FIFTH" of the Master Deed without increase or decrease for the existence of any rights to the use of limited common elements appurtenant to a dwelling unit. Annual assessments as determined in accordance with Article II, Section 3(a), above, shall be payable by co-owners in twelve (12) equal monthly installments, commencing with acceptance of a deed to a dwelling unit or with acquisition of fee simple title to a dwelling unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payments. Assessments in default shall bear interest at the rate of seven percent (7%) per annum until paid in full. Each co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments pertinent to his dwelling unit which may be levied while such co-owner is the owner thereof.

Section 5. No co-owner may exempt himself from liability for

his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the common elements or by the abandonment of his dwelling unit.

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

Upon the sale or conveyance of a condominium unit, all unpaid assessments against a condominium unit shall be paid out of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature except the following:

- (1) Amounts due the state, or any subdivision thereof, or any municipality for taxes, and special assessments due and unpaid on the condominium unit.
- (2) Payments due under a first mortgage having priority thereto.
- (3) A purchaser or grantee is entitled to a written statement from the association of co-owners setting forth the amount of unpaid assessments against the seller or grantor and the purchaser or grantee is not liable for, nor is the condominium unit conveyed or granted subject to a lien for any unpaid assessments against the seller or grantor in excess of the amount set forth in the written statement. Unless the purchaser or grantee requests a written statement from the association of co-owners as provided in the Act, at least five (5) days before sale, the purchaser or grantee shall be liable for any unpaid assessments against the condominium unit together with interest, costs, and attorney fees incurred in the collection thereof.

Sums assessed to a co-owner by the association of co-owners which are unpaid constitute a lien upon the unit or units in the project owned by the co-owner at the time of the assessment before other liens except tax liens on the condominium unit in favor of any state or federal taxing authority and sums unpaid on a first mortgage of record except that past due assessments which are evidenced by a notice of lien, recorded according to the Act, have priority over a first mortgage recorded subsequent to the recording of the notice of lien. The lien upon each condominium unit owned by the co-owner shall be in the amount assessed against the condominium unit, plus a proportionate share of the total of all other unpaid assessments attributable to condominium units no longer owned by the co-owner but which became due while the co-owner had title to the condominium units. The lien may be foreclosed by an action or by advertisement by the association of co-owners in the name of the condominium project on behalf of the other co-owners.

Section 7. During the development and sale period (which shall be defined as the period up to the time of the First Annual Meeting of members held in accordance with the provisions of Article I, Section 6 hereof) the Developer of the condominium, even though a member of the Association, shall not be responsible for payment of the monthly Association assessment. Developer, however, shall during the period up to the time of the First Annual Meeting pay a proportionate share of the Association's current maintenance expenses actually incurred from time to

time based upon the ratio of completed dwelling units owned by Developer at the time the expense is incurred to the total number of completed dwelling units in the Condominium. In no event shall Developer be responsible for payment, until after said First Annual Meeting, of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments, except with respect to occupied units owned by it. After the First Annual Meeting, Developer shall be responsible for payment of the full monthly Association maintenance assessment for all completed units owned by it and shall also maintain, at its own expense, any incomplete units owned by it. Developer shall not be responsible at any time for payment of said monthly assessment or payment of any expenses whatsoever with respect to unbuilt units notwithstanding the fact that such unbuilt units may have been included in the Master Deed. "Occupied unit" shall mean a unit used as a residence. "Completed unit" shall mean a unit with respect to which a certificate of occupancy has been issued by the local public authority.

Section 8. Special assessments and property taxes shall be assessed against the individual condominium units identified as units of the condominium subdivision plan and not on the total property of the project or any other part thereof, except for the year in which the condominium project was established subsequent to the tax day. Taxes and special assessments which become a lien against the property in that year subsequent to the establishment of the condominium project shall be expenses of administration of the project and paid by the co-owners as provided in Section 69 of the Act. The taxes and special assessments shall not be divided or apportioned on the tax roll any provision of any law to the contrary notwithstanding. Special assessments and property taxes in any year in which the property existed as an established condominium project on the tax day shall be assessed against the individual condominium unit, notwithstanding any subsequent vacation of the condominium project. Condominium units shall be described for such purposes by reference to the condominium unit number of the condominium subdivision plan and the caption thereof together with the liber and page of the county records in which the approved master deed is recorded. Assessments for subsequent real property improvements to a specific condominium unit shall be assessed to that condominium unit description only. For property tax and special assessment purposes each condominium unit shall be treated as a separate single unit of real property and shall not be combined with any other unit or units and no assessment of any fractions thereof shall combination of any unit with other units or fractions thereof shall be made, nor shall any division or split of the assessment or taxes of any single condominium unit be made notwithstanding separate or common ownership thereof.

Section 9. A mechanic's lien otherwise arising under Act No. 179 of the Public Acts of 1891, being sections 570.1 to 570.30 of the Michigan Compiled Laws, shall be subject to the following limitations:

(a) Except as provided in this section a mechanic's lien for work performed upon a condominium unit or upon a limited common element may attach only to the condominium unit upon which the work was performed.

(b) A mechanic's lien for work authorized by the developer or principal contractor and performed upon the common elements may attach only to condominium units owned by the developer at the time of recording of the statement of account and lien.

(c) A mechanic's lien for work authorized by the association of co-owners may attach to each condominium unit only to the proportionate extent that the co-owner of the condominium unit is required to contribute to the expenses of administration as provided by the condominium documents.

(d) A mechanic's lien may not arise or attach to a condominium unit for work performed on the common elements not contracted by the developer or the association of co-owners.

ARTICLE III.

ARBITRATION

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

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

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

ARTICLE IV.

INSURANCE

Section 1. The Association shall carry fire and extended coverage, vandalism and malicious mischief and liability insurance, fidelity coverage, and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the common elements, limited common areas and residential units of the Condominium project, and such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

(a) All such insurance shall be purchased by the Association for the benefit of the Association, and the co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of co-owners. Each co-owner may obtain additional insurance coverage at his own expense upon his dwelling unit. It shall be each co-owner's responsibility to obtain insurance coverage for his personal property located within his dwelling unit or elsewhere on the Condominium and for his personal liability for occurrences within his dwelling unit or upon limited common elements appurtenant to his dwelling unit, and also for alternative living expense in event of fire, and the Association shall have absolutely no responsibility for obtaining such coverages; provided that, if

the Association elects to include such personal property insurance, personal liability insurance, and coverage for alternative living expense in event of fire or other catastrophe under its insurance coverage, any additional premium cost to the Association attributable thereto shall be assessed to and borne solely by said co-owner and collected as a part of or in addition to the assessments against said co-owner under Article II hereof. The Association and all co-owners shall use their best efforts to see that all property and liability insurance carried by the Association or any co-owner shall contain appropriate provisions whereby the insurer waives its rights of subrogation as to any claims against any co-owner or the Association and such insurance shall contain a severability of interest endorsement.

(b) All common elements, limited common areas and residential units of the Condominium project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall also extend to the unpainted surface of interior walls within any dwelling unit and include the pipes, wires, conduits and ducts contained therein and shall further include all fixtures, equipment and trim within a dwelling unit which were furnished with the unit as standard items in accord with the plans and specifications thereof as are on file with the Association (or such replacements thereof as do not exceed the cost of such standard items). Any improvements made by a co-owner within his dwelling unit shall be covered by insurance obtained by and at the expense of said co-owner; provided that, if the Association elects to include such improvements under its insurance coverage, any additional premium cost to the Association attributable thereto shall be assessed to and borne solely by said co-owner and collected as a part of or in addition to the assessments against said co-owner under Article II hereof.

(c) All premiums upon insurance purchased by the Association pursuant to these By-Laws shall be expenses of administration and collected as a part of or in addition to the assessments against said co-owner under Article II hereof.

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

Section 2. Each co-owner, by ownership of a dwelling unit in the Condominium project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance, fidelity coverage and workman's compensation insurance, if applicable, personal property insurance and

coverage for alternate living expense in event of fire or other catastrophe, pertinent to the Condominium project, his dwelling 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 Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the co-owners and respective mortgagees, as their interests may appear (subject always to the Condominium documents), to execute releases of liability and to execute all documents and to do all things on behalf of such co-owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

ARTICLE V.

RECONSTRUCTION OR REPAIR

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

(a) If the damaged property is a common element or dwelling unit, the property shall be rebuilt or repaired if any dwelling unit in the Condominium is tenantable, unless it is determined by a unanimous vote of all of the co-owners in the Condominium that the Condominium shall be terminated and each institutional holder of a first mortgage lien on any unit in the Condominium has given its prior written approval of such termination.

(b) If the Condominium is so damaged that no dwelling unit is tenantable, and if each institutional holder of a first mortgage lien on any unit in the Condominium has given its prior written approval of the termination of the Condominium, the damaged property shall not be rebuilt, and the Condominium shall be terminated, unless seventy-five percent (75%) or more of the co-owners in value and in number agree to reconstruction by vote or in writing within ninety (90) days after the destruction.

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

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

Section 4. Each co-owner shall be responsible for the reconstruction, repair and maintenance of the interior of his dwelling unit, including but not limited to, floor coverings, wall coverings, window shades, draperies, interior walls (but not any common elements therein), interior trim, furniture, light fixtures and all appliances, whether free-standing or built-in. In the event damage to interior walls within a co-owner's unit or to pipes, wires, conduits, ducts or other common elements therein is covered by insurance held by the Association,

then the reconstruction or repair shall be the responsibility of the Association in accordance with Section 5. If any other interior portion of a unit is covered by insurance held by the Association for the benefit of the co-owner, the co-owner shall be entitled to receive the proceeds of insurance relative thereto and if there is a mortgage 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 shall promptly so notify each institutional holder of a first mortgage lien on any dwelling unit in the Condominium.

Section 5. The Association shall be responsible for the reconstruction, repair and maintenance of the common elements and any incidental damage to a dwelling unit caused by such common elements or the reconstruction, repair or maintenance thereof. An adequate reserve fund for replacement, reconstruction and repair of the common elements must be established and must be funded by regular monthly payments rather than by special assessments. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against all co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair. Any excess proceeds of insurance shall belong to the Association.

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

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

(b) If there is any taking of any portion of the condominium other than any dwelling unit the condemnation proceeds relative to such taking shall be paid to the Association and the affirmative vote of more than sixty-seven percent (67%) of the co-owners in number and in value shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate. If no such affirmative vote is obtained, such condemnation proceeds shall be remitted to the co-owners, and their mortgagees as their interests may appear, in accordance with their respective percentages of value set forth in Article FIFTH of the

Master Deed.

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

(d) In the event any dwelling 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 shall promptly so notify each institutional holder of a first mortgage lien on any of the units in the Condominium.

(e) If portions of a condominium unit are taken by eminent domain, the court shall determine the fair market value of the portions of the condominium unit not taken. The undivided interest for each condominium unit in the common elements appertaining to the condominium units shall be reduced in proportion to the diminution in the fair market value of the condominium unit resulting from the taking. The portions of undivided interest in the common elements thereby divested from the co-owners of a condominium unit shall be reallocated among the other condominium units in the condominium project in proportion to their respective undivided interest in the common elements. A condominium unit partially taken shall receive the reallocation in proportion to its undivided interest as reduced by the court under this subsection. The court shall enter a decree reflecting the reallocation of undivided interests produced thereby, and the award shall include just compensation to the co-owner of the condominium unit partially taken for that portion of the undivided interest in the common elements divested from the co-owner and not revested in the co-owner pursuant to subsection (f), as well as for that portion of the condominium unit taken by eminent domain.

(f) If the taking of a portion of a condominium unit makes it impractical to use the remaining portion of that condominium unit for a lawful purpose permitted by the condominium documents, then the entire undivided interest in the common elements appertaining to that condominium unit shall thenceforth appertain to the remaining condominium units, being allocated to them in proportion to their respective undivided interests in the common elements. The remaining portion of that condominium unit shall thenceforth be a common element. The court shall enter an order reflecting the reallocation of undivided interests produced thereby, and the award shall include just compensation to the co-owner of the condominium unit for the co-owners entire undivided interest in the common elements and for the entire condominium unit.

(g) Votes in the association of co-owners and liability for future expenses of administration appertaining to a condominium unit taken or partially taken by eminent domain shall thenceforth appertain to the remaining condominium units, being allocated to them in proportion to the relative voting strength in the association of co-owners. A condominium unit partially taken shall receive a reallocation as though the voting strength in the association of co-owners was reduced in proportion to the reduction in the undivided interests in the common elements.

Section 7. The Association, acting through its Board of Directors, may negotiate on behalf of all co-owners for any taking of common elements and any negotiated settlement approved by more than sixty-seven percent (67%) of the co-owners based upon assigned voting rights shall be binding on all co-owners.

Section 8. A co-owner who desires to make a repair or structural modification of his or her dwelling unit shall first obtain written consent from the Association. The Association need not give its consent if such repair or modification might jeopardize or impair the structural soundness or safety, or both, of the condominium project.

Section 9. Any person designated by the Association shall have access to each dwelling unit as necessary during reasonable hours, upon notice to the occupant thereof, for maintenance, repair, or replacement of any of the common elements therein or accessible therefrom, and shall have access to each dwelling unit without notice for making emergency repairs necessary to prevent damage to other dwelling units or the common elements, or both.

ARTICLE VI.

RESTRICTIONS

Section 1. No dwelling unit shall be used for other than single family residence purposes (except that persons not of the same immediate family residing together may occupy a unit with the written consent of the Board of Directors which consent shall not be unreasonably withheld). A family shall mean one person or a group of two or more persons related by bonds of consanguinity, marriage or legal adoption. Upon written request the Association may permit reasonable exceptions to the restriction imposed by this section.

Section 2. (1) A co-owner, including the developer, desiring to rent or lease a condominium unit, shall disclose that fact in writing to the association of co-owners at least 21 days before leasing the condominium unit and shall supply the association of co-owners with a copy of the exact lease form for its review for its compliance with the condominium documents. A developer proposing to rent condominium units before the transitional control date, shall notify either the advisory committee or each co-owner in writing.

(2) No rooms in a dwelling unit may be rented and no tenant shall be permitted to occupy except under a lease the initial term of which is at least one (1) year unless specifically approved in writing by the Association.

(3) Tenants or nonco-owner occupants shall comply with all of the conditions of the condominium documents of the condominium project and all leases and rental agreements shall so state and shall be in writing.

(4) If the association of co-owners determines that the tenant or nonco-owner occupant failed to comply with the conditions of the condominium documents, the association of co-owners shall take the following action:

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

(b) The co-owner shall have 15 days after receipt of the notice to investigate and correct the alleged breach by the tenant or advise the association of co-owners that a violation has not occurred.

(c) If after 15 days the association of co-owners 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 of co-owners, if it is under the control of the developer, an action for eviction against the tenant or nonco-owner occupant and simultaneously for money damages in the same action against the co-owner and tenant or nonco-owner occupant for breach of the conditions of the condominium documents. The relief set forth in this section may be by summary proceeding. The association of co-owners may hold both the tenant and the co-owner liable for any damages caused by the co-owner or tenant in connection with the condominium unit.

(5) When a co-owner is in arrearage to the association of co-owners for assessments, the association of co-owners may give written notice of the arrearage to a tenant occupying a co-owner's condominium unit under a lease or rental agreement, and the tenant, after receiving the notice, shall deduct from rental payments due the co-owner the arrearage and future assessments as they fall due and pay them to the association of co-owners. The deductions shall not be a breach of the rental agreement or lease by the tenant.

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

Section 4. No immoral, improper, unlawful or offensive activity shall be carried on in any dwelling unit or upon the common elements, limited or general, nor shall anything be done which may be or become an annoyance or a nuisance to the co-owners of the Condominium, nor shall any unreasonably noisy activity be carried on in any unit or on

the common elements. No co-owner shall do or permit anything to be done or keep or permit to be kept in his dwelling unit or on the common elements anything that will increase the rate of insurance on the Condominium and each co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition whether approved or not by the Association.

Section 5. No animals, except one dog or two cats or one dog and one cat, none of which shall exceed 35 pounds in weight when fully grown, shall be maintained by any co-owner unless specifically approved in writing by the Association. No animal may be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be permitted to run loose at any time upon the common elements and any animal shall at all times be attended by some responsible person while on the common elements, limited or general. No savage or dangerous animal shall be kept and any co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as the result of the presence of such animal on the premises, whether or not the Association has given its permission therefor. Deposits of fecal matter shall be made only in those areas specifically designated for such purpose by the Association. 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 By-Laws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accomodating animals within the Condominium. The Association may, 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. 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.

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

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

Section 8. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, snowmobiles, snowmobile trailers or vehicles other than automobiles may be parked or stored upon the premises of the Condominium, unless stored fully enclosed within a garage or parked in an area specifically designated therefor by the Association. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pickups in the normal course of business. All automobiles shall be parked overnight in assigned garages except where a co-owner maintains two cars, in which event, one car only may be parked in the duly designated but unassigned parking spaces on the common elements in front of each assigned garage. In the event that there arises a shortage of parking spaces due to maintenance of more than two cars by a number of co-owners, the Association may allocate or assign parking spaces from time to time on an equitable basis. Maintenance of more than two cars by the occupants of any one dwelling unit shall be prohibited, except with the revocable written approval of the Association in the event space is reasonably available therefor. Co-owners shall, if the Association shall require, register with the Association all cars maintained on the Condominium premises.

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

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

Section 11. Reasonable regulations consistent with the Act, the Master Deed and these By-Laws, concerning the use of the common elements may be made and amended from time to time by any Board of Directors of the Association, including the First Board of Directors (or its successors elected by the Developer) prior to the first annual meeting of the entire Association held as provided in Article I, Section 6 of these By-Laws. Any regulations adopted by the first Board of Directors prior to the first annual meeting of the entire Association shall be subject to the approval of a simple majority of the co-owners in residence, or the Michigan Department of Commerce if there are no co-owners in residence. All copies of such regulations and amendments thereto shall be furnished to all co-owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each co-owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty percent (50%) of all co-owners in number and in value except that the co-owners may not revoke any regulation or amendment prior to said first annual meeting of the entire Association.

Section 12. The Association or its duly authorized agents shall have access to each dwelling unit from time to time, during reasonable working hours, upon notice to the co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the common elements. The Association or its agents shall also have access to each dwelling unit at all times without notice as may be necessary to make emergency repairs to prevent damage to the common elements or to another dwelling unit. It shall be the responsibility of each co-owner to provide the Association means of access to his dwelling unit during all periods of

absence and in the event of the failure of such co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such co-owner for any necessary damage to his dwelling unit caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

Section 13. No co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the common elements except in such co-owner's patio area appurtenant solely to his unit wherein landscaping and ornamentation shall be installed and maintained by the co-owner with the approval of materials and design by the Association.

Section 14. Use of motorized vehicles anywhere on the condominium premises other than passenger cars, authorized maintenance vehicles and commercial vehicles as provided in Section 8 is prohibited. The Board of Directors may by duly adopted Regulations, make reasonable exceptions to this Section.

Section 15. No unsightly condition shall be maintained on any patio, and only furniture and equipment consistent with ordinary patio use shall be permitted to remain there during seasons when patios are reasonably in use and no furniture or equipment of any kind shall be stored on patios during seasons when patios are not reasonably in use.

Section 16. Each co-owner shall maintain his dwelling 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 elements in a dwelling unit which are appurtenant to any other dwelling unit. Each co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the common elements by him, or his family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association in which case there shall be no such responsibility (unless reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible co-owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the co-owner in the manner provided in Article II hereof.

Section 17. None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the construction and sales period as hereinafter defined, or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Association and By-Laws as the same may be amended from time to time. For the purposes of this Section, the construction and sales period shall be deemed to continue so long as Developer owns any dwelling unit which he offers for sale. Until all dwelling units in the entire condominium project (including the initial stage and any successive stages) are sold by ~~Developer, Developer shall have the right to maintain a sales office,~~ a business office, a construction office, model dwelling units, storage areas, reasonable parking incident to the foregoing and such access to, from and over the project as may be reasonable to enable construction and sale of the entire project by Developer. The Developer shall pay all costs related to the condominium units or common elements while owned by Developer, and restore the facilities to habitable status

upon termination of use. During the construction and sales period, Developer shall have full right to utilize all or any portion of the community building after inclusion in the Condominium for office and sales purposes or any other purposes reasonably incident to the development and sale of the project; provided, however, that during such period as Developer continues to use the community building or any portion thereof for its purposes, it shall bear such portion of the expenses in maintenance of such building as are reasonable in relation to the nature and extent of its use by Developer.

ARTICLE VII.

MORTGAGES

Section 1. Any co-owner who mortgages his dwelling unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units". The Association shall, at the written request of a mortgagee of any such unit, give written notification to the mortgagee of any such dwelling unit of any default by the co-owner of such dwelling unit in the performance of his obligations under the Condominium documents which is not cured within sixty (60) days.

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

Section 3. The Association shall give written notification to each mortgagee appearing in said book at least thirty (30) days prior to the effective date of any change in the Condominium Documents and any change of manager (not including change in employees of a corporate manager) of the Condominium Project.

Section 4. Any mortgagee which comes into possession of a dwelling unit pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall be exempt from any "right of first refusal" contained in the Condominium documents; and shall be free to sell or lease such unit without regard to any such provision, although no such provision exists at the present time.

Section 5. Unless at least two-thirds (2/3) of the holders of first mortgage liens on dwelling units have given their prior written approval (based upon one (1) vote for each mortgage owned), the Association shall not:

(a) by act or omission seek to abandon or terminate the Condominium Project;

(b) following the recording of the Consolidating Master Deed change the pro rata interest or obligations of any dwelling unit for the purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards or (ii) determining the pro rata share of ownership of each dwelling unit in appurtenant real estate and any improvements thereon which are owned by the co-owners in the Condominium Project in undivided pro rata interests ("common elements");

(c) partition or subdivide any dwelling unit;

(d) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the common elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the Condominium Project shall not be deemed a transfer within the meaning of this clause; nor

(e) use hazard insurance proceeds for losses to any Condominium property (whether to dwelling units or to common elements) for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in case of substantial loss to the dwelling units and/or common elements of the Condominium Project.

Section 6. Whenever a notice requirement appears in these By-Laws for the benefit of a mortgagee, which requires a response in support of or against a proposal submitted by the Association, the mortgagee shall respond within thirty (30) days of receipt of said notice or the lack of response thereto shall be deemed as approval of the proposal.

Section 7. Upon written 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 notice of all meetings of members of the Association and to designate a representative to attend all such meetings.

Section 8. Notwithstanding any other provisions of the Condominium documents, the holder of any first mortgage covering any dwelling unit in the project which comes into possession of the dwelling 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 dwelling unit which accrue prior to the time such holder comes into possession of the dwelling unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rate reallocation of such assessments or charges to all units including the mortgaged dwelling unit).

Section 9. The Association shall give the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association and all other mortgagees of record notice (c/o Servicer at Servicer's address) in writing of any loss to, or the taking of, the common elements and related facilities of the Condominium project if such loss or taking exceeds Ten Thousand Dollars (\$10,000.00) or damage to a condominium unit covered by a mortgage purchased in whole or in part by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association or any other mortgagee exceeds One Thousand Dollars (\$1,000.00). This Section 9 shall apply only if the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association or any other mortgagees hold a mortgage on a dwelling unit in the Condominium and have given notice of this ownership to the Association.

Section 10. Nothing contained in the Condominium documents shall be construed to give a Condominium unit owner, or any other party, priority over any rights of first mortgagees of condominium units pursuant to their mortgages in the case of a distribution to Condominium unit owners of insurance proceeds or condemnation awards for losses to or taking of Condominium units and/or common elements.

ARTICLE VIII.

AMENDMENTS

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

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

Section 3. These By-Laws may be amended by the Association at any regular annual meeting or a special meeting called for such purpose, by an affirmative vote of sixty-seven percent (67%) of all co-owners in number and in value, and one hundred percent (100%) of all mortgagees if the proposed amendment would result in a material change to their rights hereunder or jeopardize their security in the Condominium. A person causing or requesting an amendment to the condominium documents shall be responsible for costs and expenses of the amendment except for amendments based upon a vote of a prescribed majority of co-owners or based upon the advisory committee's decision, the costs of which are expenses of administration.

Section 4. Prior to the first annual meeting of members, these By-Laws must be recorded in the Office of the Register of Deeds in the County where the condominium is located and must have been approved by the Michigan Department of Commerce and they may be amended prior to that meeting by the first Board of Directors upon proposal of amendments by Developer without approval from any person other than the Michigan Department of Commerce to increase or decrease the size of the Board of Directors of the Association, and to make such other amendments to these By-Laws as shall not increase or decrease the benefits or obligations, or materially effect the rights of any member of the Association.

Section 5. A copy of each amendment to the By-Laws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these By-Laws 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.

Section 6. Any amendment to these By-Laws (but not the Association By-Laws) shall become effective upon approval of the same by the Michigan Department of Commerce and recording of such amendment in the Office of the Register of Deeds in the county where the condominium is located. Without the prior written approval of all institutional holders of first mortgage liens on any unit in the condominium, no amendment to these By-Laws shall become effective which involved any change, direct or indirect, in Article I Section 3 and 4(b), Article II Sections 3(a) and 4, Article IV Section 1(d), Article V Sections 1, 4 and 6, Article VII Sections 1, 4, 8, 9 and 10, Article VIII Sections 3 and 6, or Article XI Section 1, or to any other provision hereof that increases or decreases the benefits or obligations, or materially affects the rights of any members of the Association.

ARTICLE IX.

COMPLIANCE

Section 1. The Association of co-owners and all present or future co-owners, tenants, future tenants, or any other persons acquiring an interest in or using the facilities of the project in any manner are subject to and shall comply with the Act, as amended, and the mere acquisition, occupancy or rental of any unit or an interest therein or the utilization of or entry upon the condominium premises shall signify that the Condominium documents are accepted and ratified. In the event the Condominium documents conflict with the provisions of the Statute, the Statute shall govern.

ARTICLE X.

DEFINITIONS

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

ARTICLE XI.

REMEDIES FOR DEFAULT

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

(a) Failure to comply with any of the terms or provisions of the Condominium documents shall be grounds for relief, which may include without limitations, an action to recover sums due for damages, injunctive relief, foreclosure of lien if default in payment of assessment, or any combination thereof.

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

(c) The violation of any of the provisions of the Condominium documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the common elements, limited or general, or into any dwelling 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.

(d) The Association may levy fines and late charges with proper notice and a hearing.

(e) A co-owner may maintain an action against the Association and its officers and directors to compel these 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 Michigan Condominium Act.

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

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

ARTICLE XII.

SEVERABILITY

Section 1. In the event that any of the terms, provisions or covenants of these By-Laws 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.

FOR RECORD

2 PM 2:44

RECEIVED
JUN 16 1979

MONROE COUNTY CONDOMINIUM
SUBDIVISION PLAN No. 2

EXHIBIT B TO THE MASTER DEED OF

LINSWOOD ESTATES

CITY OF MONROE, MONROE COUNTY, MICHIGAN

DEVELOPER

STEPHEN J. LINSENMAYER
JAN M. LINSENMAYER
415 S. MONROE No. 104
MONROE, MICHIGAN 48161

SURVEYOR

WASHTENAW ENGINEERING CO., INC.
859 S. WAGNER ROAD
ANN ARBOR, MICHIGAN 48106

ATTENTION COUNTY REGISTRAR 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 ON THIS SHEET AND IN THE
SURVEYOR'S CERTIFICATE ON SHEET 2

SALE DATA

1. COAST STATE
2. WESTERN
3. GULF BUILD
4. TWP. 10N.
5. COAST STATE
6. TWP. 10N. 22.2
7. BELLWATER Bldg.
8. BELLWATER Bldg.
9. BELLWATER Bldg.
10. BELLWATER Bldg.
11. BELLWATER Bldg.
12. BELLWATER Bldg.
13. BELLWATER Bldg.
14. BELLWATER Bldg.

1. COAST STATE
2. WESTERN
3. GULF BUILD
4. TWP. 10N.
5. COAST STATE
6. TWP. 10N. 22.2
7. BELLWATER Bldg.
8. BELLWATER Bldg.
9. BELLWATER Bldg.
10. BELLWATER Bldg.
11. BELLWATER Bldg.
12. BELLWATER Bldg.
13. BELLWATER Bldg.
14. BELLWATER Bldg.

APPROVED

WASHTENAW ENGINEERING CO., INC.
ANN ARBOR, MICHIGAN

PROPOSED, DATED 11-20-79

SHEET 1



2004

465°-45' W 531.10

129.00

312 05

12-17-80 WALKERMAN EASTMENT
-AS RECORDED IN LIBER 813 PAGES
897 AND 898, MONROE COUNTY
RECORDS

4 FT TWO EASEMENT TO DETROIT
EDISON AND MICHIGAN RAIL AS
RECORDED IN LIBER 813 PAGES
553 THRU 558

\$ 45⁰⁰-45 £ 55110

NO.

WEST LINE OF
N. MACOMB STREET

APPROVED

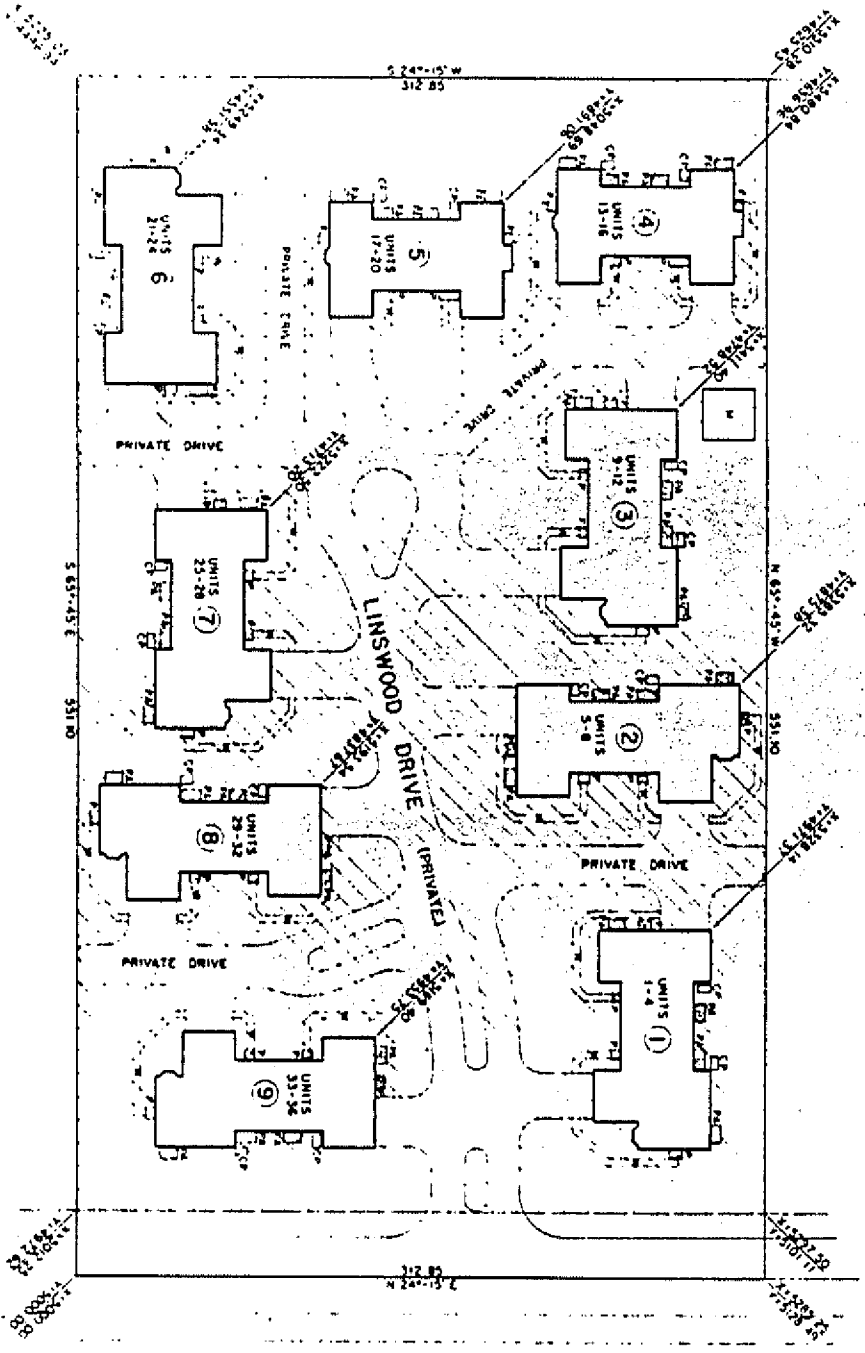
Of course!

100

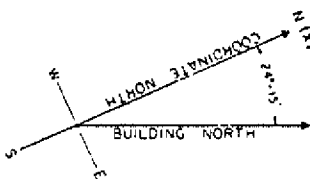
2014年12月

MS.A.9.2v.71 - ff. 112r-112v

[illegible][illegible]



NORTH MACOMB STREET (60 FT WD)
(PUBLIC)

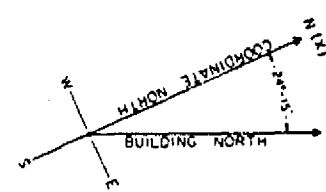
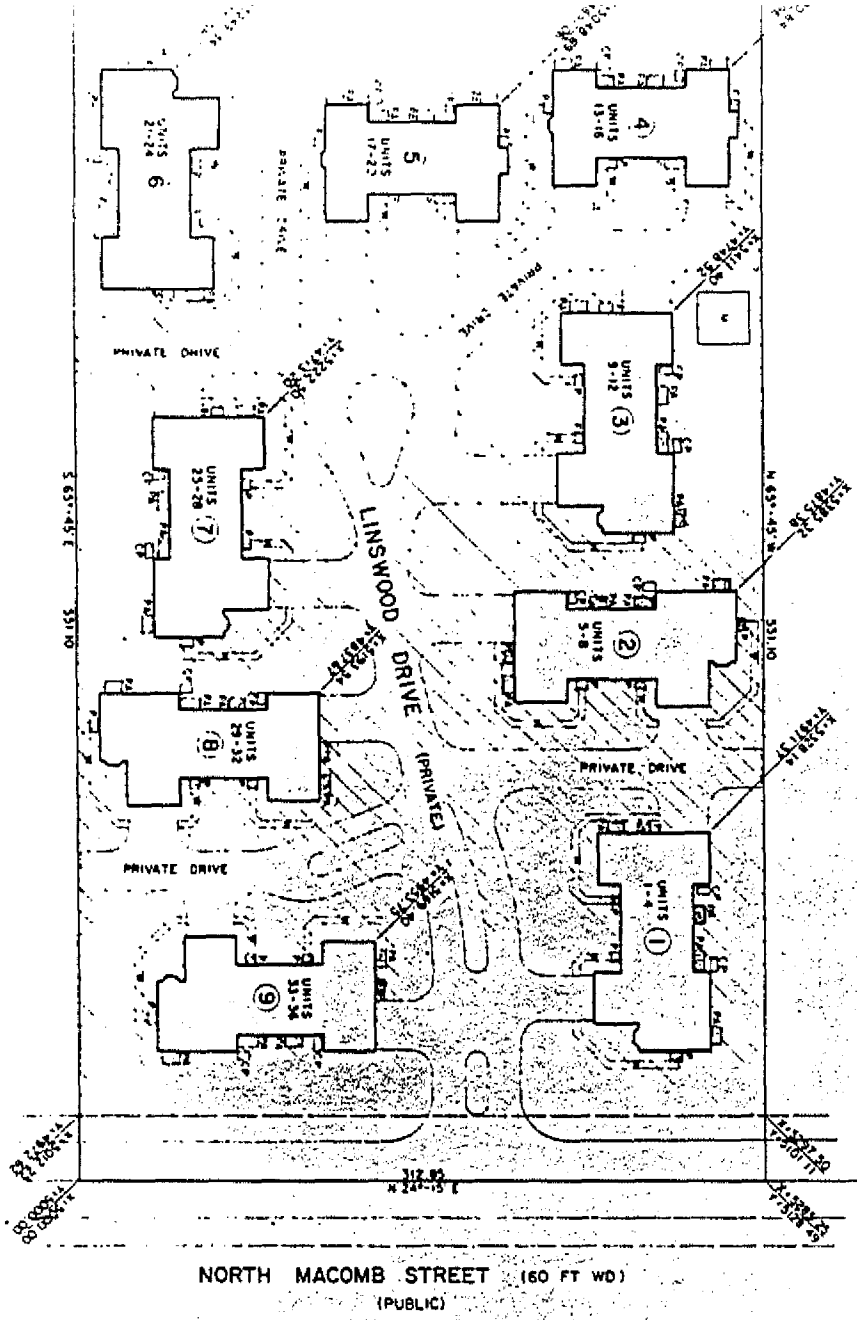


LEGEND

- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- BUILDING NUMBER
- PORCH
- PATIO
- WALK
- MAINTENANCE BUILDING 24'0" x 24'0"
- CONCRETE PAD 16'0" x 33'

APPROVED

28.11.78
JANUARY 11, 1979
CITY OF CHICAGO
DEPARTMENT OF PLANNING
COMMUNITY DEVELOPMENT

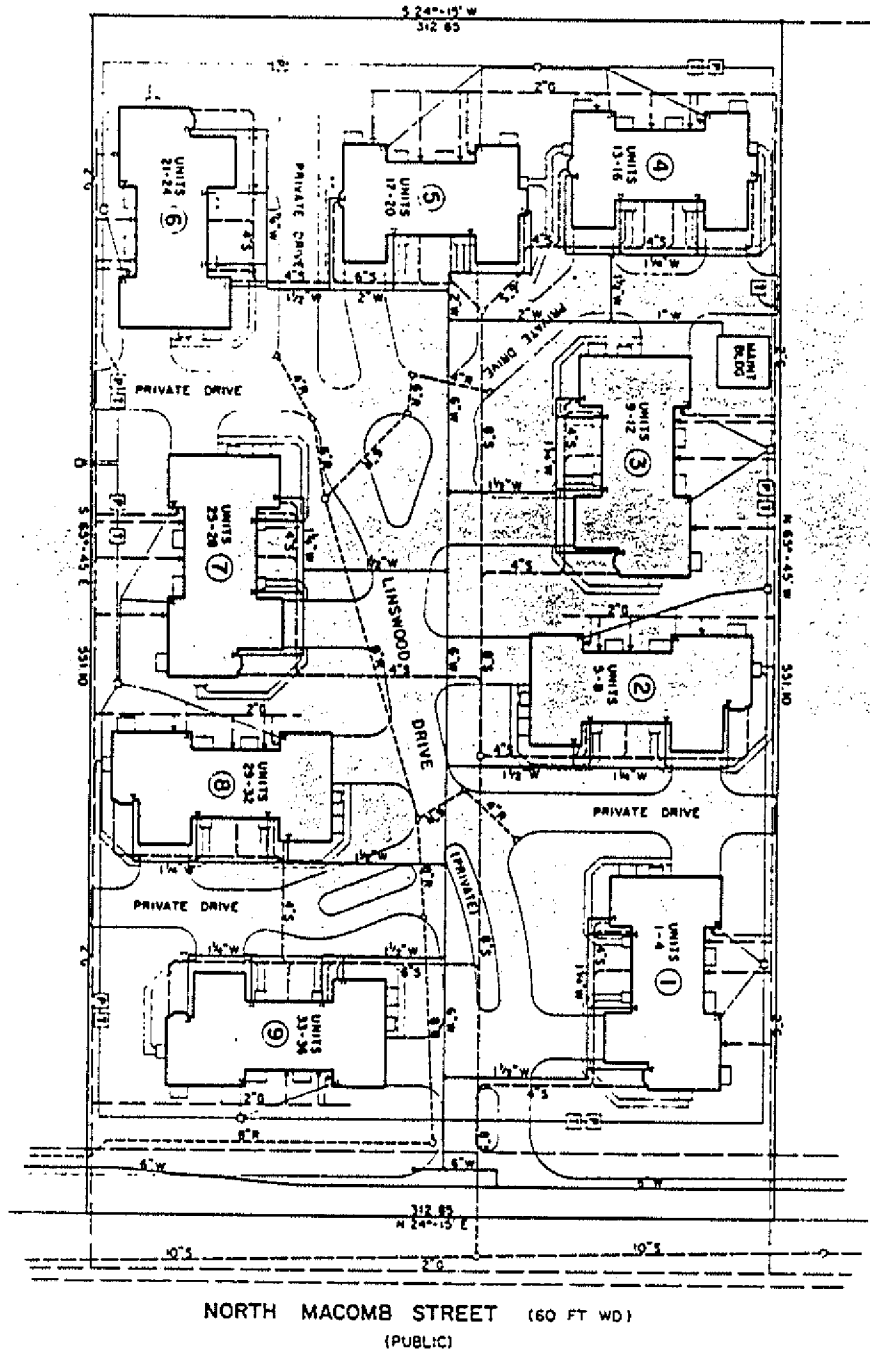


- LEGEND**
- GENERAL COMMON ELEMENT
 - LIMITED COMMON ELEMENT
 - BUILDING NUMBER
 - PORCH
 - PATIO
 - WALK
 - MAINTENANCE BUILDING (240' x 240')
 - CONCRETE PAD (60' x 30')

APPROVED
 JUN 15 1989
 BOARD OF DIRECTORS
 LINSWOOD ESTATES

PROPOSED, DATED 11-20-79 SHEET 3

PROJECT: LINSWOOD ESTATES PREPARED BY: STEPHEN J. LINSSENMEYER DATE: 11-20-79	LINSWOOD ESTATES	LEGEND SCALE: 1" = 100'	SITE PLAN	 1000 E. 10th St. - Suite 100 - Lincoln, NE 68502 (402) 441-1111
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SPECIAL NOTES

THESE ARE NOT EXISTING, PROPOSED, PRIMARY OR SECONDARY UTILITY LINES FOR GAS, POWER OR COMMUNICATIONS AT LIVINGSTON ESTATES, NOR ARE THEY ANY EXISTING PROPOSED LINES RELATING TO THE SITE OR LOCATION OF SAME. A REVISION UTILITY PLAN SHOWING THE SITES AND LOCATIONS OF SAID UTILITY LINES WILL BE SHOWN ON THE AS-BUILT PLAN.

GENERAL NOTES

SEWER AND WATER INFORMATION OBTAINED FROM BORDA ASSOCIATES UTILITY SITE PLANS.

UNDERSTANDING DATE INFORMATION FROM BORDA ASSOCIATES UTILITY NO. 100/11/11.

GAS MAIN LOCATIONS ARE INDICATED GAS UTILITIES (CURRENT RECORDS).

THE UTILITY INFORMATION SHOWN HEREON WAS OBTAINED FROM FIELD OBSERVATIONS AND BEST AVAILABLE RECORDS. NO GUARANTEE IS MADE EITHER AS TO COMPLETENESS OR ACCURACY.

ALL GAS SERVICE LINES ARE 7/8".

ALL WATER SERVICE LINES ARE 1".

ALL SANITARY NOISE LINES ARE 4".

LEGEND

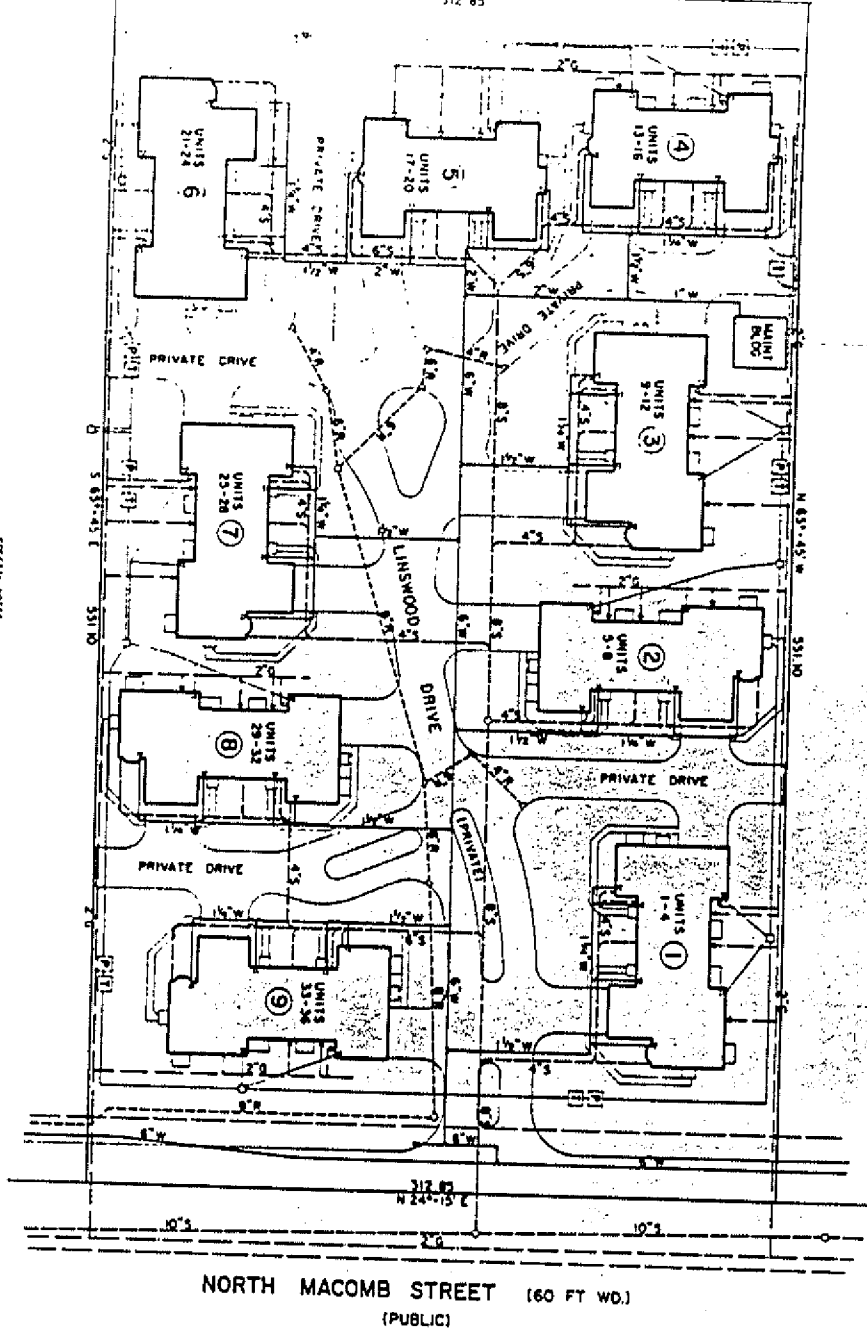
- A— STORM SEWER
- S— SANITARY SEWER
- W— WATER
- G— GAS
- P— POWER
- T— TELEPHONE
- R— TRANSFORMER PAD
- M— METER

APPROVED

2011.16.000/1

NO. 100/11/11
BORDA ASSOCIATES
UTILITY SITE PLANS

PROPOSED, DATED 11/11/11



NORTH MACOMB STREET (60 FT WD.)
(PUBLIC)



SPECIAL NOTES
 THERE ARE NO EXISTING PRIMARY OR SECONDARY UTILITY LINES FOR GAS, POWER OR COMMUNICATIONS AT LINSWOOD ESTATES, NOR ARE THERE ANY EXISTING PROPOSALS RELATING TO THE SITE OR LOCATION OF SAME.
 A REVISION UTILITY PLAN SHOWING THE SIZES AND LOCATIONS OF SAID UTILITY LINES WILL BE SHOWN ON THE AS-BUILT PLANS.

GENERAL NOTES

SEWER AND WATER INFORMATION OBTAINED FROM BOBBER ASSOCIATES UTILITY SITE PLANS.
 UNDERGROUND CABLE INFORMATION PER BELLNET (BELL) COMPANY DRAWING NO. A-100-11-1.

GAS MAIN LOCATIONS PER MISSOURI GAS UTILITIES COMPANY RECORDS.

THE UTILITY INFORMATION SHOWN HEREON WAS OBTAINED FROM FIELD OBSERVATIONS AND BEST AVAILABLE RECORDS. NO GUARANTEE IS MADE EITHER AS TO COMPLETENESS OR ACCURACY.

ALL GAS SERVICE LINES ARE 7/8".

ALL WATER SERVICE LINES ARE 1".

ALL SANITARY SEWER LINES ARE 4".

LEGEND

- A— STORM SEWER
- S— SANITARY SEWER
- W— WATER
- G— GAS
- P— POWER
- T— TELEPHONE
- C— TRANSFORMER PAD
- M— METER

APPROVED

JAN 16 1980

DESIGNER
 ENGINEER
 ARCHITECT
 PLANNING
 SURVEYING
 LANDSCAPE ARCHITECTURE
 CIVIL ENGINEERING
 ELECTRICAL ENGINEERING
 MECHANICAL ENGINEERING
 CHEMICAL ENGINEERING
 INDUSTRIAL ENGINEERING
 AERONAUTICAL ENGINEERING
 AGRICULTURAL ENGINEERING
 MARINE ENGINEERING
 METALLURGICAL ENGINEERING
 MINING ENGINEERING
 PETROLEUM ENGINEERING
 TEXTILE ENGINEERING
 FOOD ENGINEERING
 FIBER ENGINEERING
 PAPER ENGINEERING
 RUBBER ENGINEERING
 PLASTIC ENGINEERING
 GLASS ENGINEERING
 CERAMIC ENGINEERING
 COMPOSITE ENGINEERING
 POLYMER ENGINEERING
 BIOMEDICAL ENGINEERING
 ENVIRONMENTAL ENGINEERING
 AEROSPACE ENGINEERING
 AUTOMOTIVE ENGINEERING
 AERONAUTICAL ENGINEERING
 AGRICULTURAL ENGINEERING
 MARINE ENGINEERING
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 MINING ENGINEERING
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 PAPER ENGINEERING
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 COMPOSITE ENGINEERING
 POLYMER ENGINEERING
 BIOMEDICAL ENGINEERING
 ENVIRONMENTAL ENGINEERING
 AEROSPACE ENGINEERING
 AUTOMOTIVE ENGINEERING

PROPOSED, DATED 11-20-79

SHEET 4

FOR STEPHEN J. LINSSENMEYER

LINSWOOD ESTATES

LEGEND

UTILITY PLAN

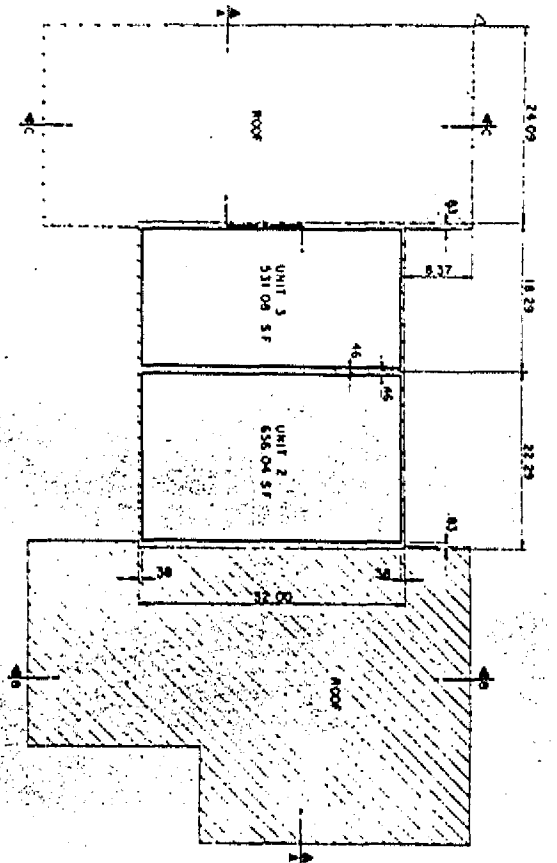
SCALE = 1" = 30' FEET



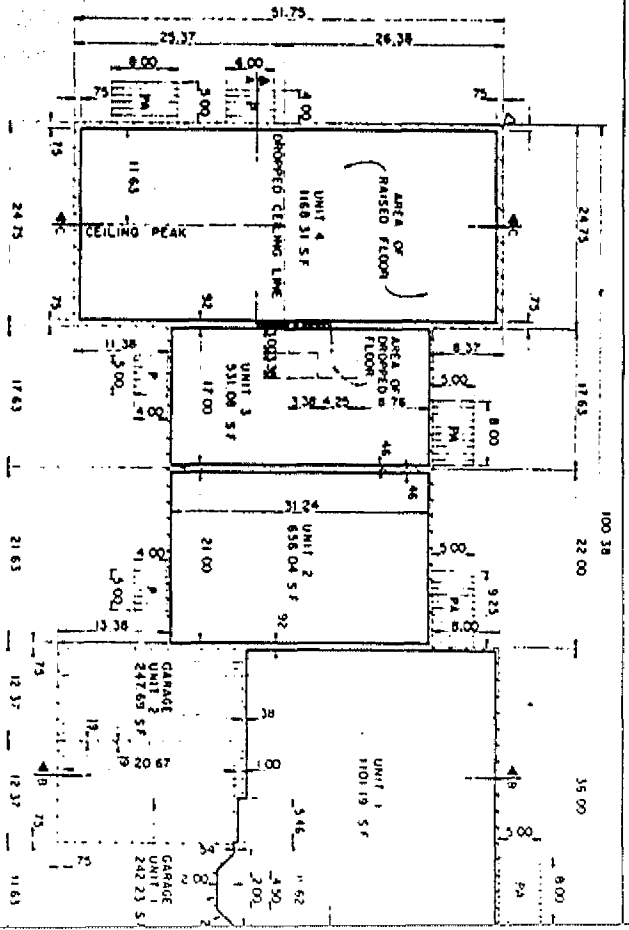
TYPE ENGINEERING & PLANNING
 SURVEYING

FOR LINSWOOD ESTATES, 1000 E. 10TH ST., SUITE 100, OMAHA, NE 68102

SECOND FLOOR PLAN



FIRST FLOOR PLAN

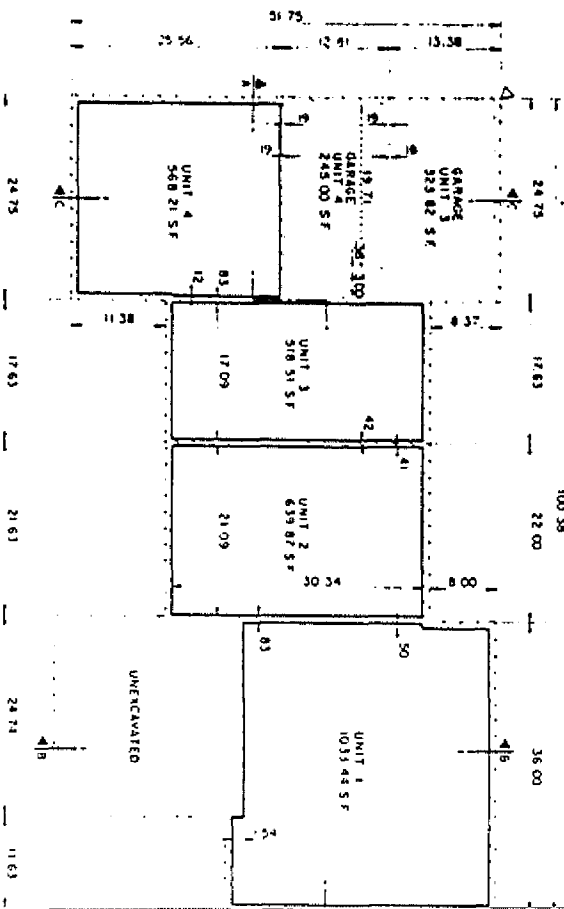


ALL EXTERIOR WALLS ARE 30 THICK UNLESS OTHERWISE DIMENSIONED

LEGEND

—	GENERAL COMMON ELEMENT
- - -	LIMITED COMMON ELEMENT
—	LIMITS OF OWNERSHIP
—	OPEN
—	COORDINATE POINT
—	PATIO

ALL WALLS ARE CONSTRUCTED AT 90° TO ONE ANOTHER UNLESS OTHERWISE NOTED



BASMENT FLOOR PLAN

ALL EXTERIOR WALLS ARE 30 THICK

APPROVED

JUN 15 1977

MOORE ENGINEERING
GENERAL CONTRACTORS

PROPOSED, CATE

Floor plan of a two-unit building. The plan shows two rectangular units, Unit 1 and Unit 2, separated by a wall. Unit 1 is on the left and Unit 2 is on the right. The building is situated on a lot with a roof area indicated by diagonal hatching. Dimensions are provided for the units and the lot. Unit 1 is 32.00' wide and 46' high. Unit 2 is 32.00' wide and 46' high. The total width of the building is 64.00'. The lot width is 64.00' and the lot depth is 62.29'. The roof area is 62.29' wide and 32.00' high. The building is oriented with the roof area to the left and the units to the right. The lot is bounded by a street on the left and a property line on the right. The building is located on the right side of the lot. The roof area is located on the left side of the lot. The units are located on the right side of the lot. The dimensions are as follows:

- Unit 1: 32.00' wide, 46' high, 531.08 S.F.
- Unit 2: 32.00' wide, 46' high, 636.04 S.F.
- Total building width: 64.00'
- Total building height: 92.00'
- Lot width: 64.00'
- Lot depth: 62.29'
- Roof area: 62.29' wide, 32.00' high

ALL EXTERIOR WALLS ARE 36 INCH UNLESS OTHERWISE SPECIFIED

This floor plan shows a rectangular building divided into four units. The overall dimensions are 100.36 feet by 75.73 feet. The plan includes various rooms, a central hallway, and two garages. Dimensions are provided for each room and along the perimeter. Areas are calculated for each unit and for specific sections like the raised and dropped ceiling floors.

Overall Dimensions:
 Total Width: 100.36
 Total Depth: 75.73

Unit Details:

- UNIT 1:** 1101.19 S.F.
- UNIT 2:** 636.04 S.F.
- UNIT 3:** 531.08 S.F.
- UNIT 4:** 1168.31 S.F.

Other Areas:

- AREA OF RAISED FLOOR:** 1168.31 S.F.
- AREA OF DROPPED FLOOR:** 1168.31 S.F.
- CEILING PEAK:** 1168.31 S.F.
- Garage Unit 3:** 247.69 S.F.
- Garage Unit 4:** 242.23 S.F.

Perimeter Dimensions (Clockwise from Top Left):
 25.37, 26.34, 75.73, 12.63, 100.36, 32.00, 36.00, 8.00, 32.30, 11.62, 3.00, 2.75, 20.88, 12.37, 12.37, 11.63, 12.37, 21.63, 17.63, 24.75, 13.00, 25.37.

[illegible]

ALL EXTERIOR WALLS ARE 8" THICK

APPROVED

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED

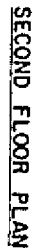
PROPOSED, DATED 11-20-79 SHEET 5

LINSWOOD ESTATES

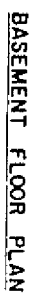
BUILDING No 1



1994 年 12 月 1 日



ALL EXTERIOR WALLS ARE 30 INCH UNLESS OTHERWISE DIMENSIONED

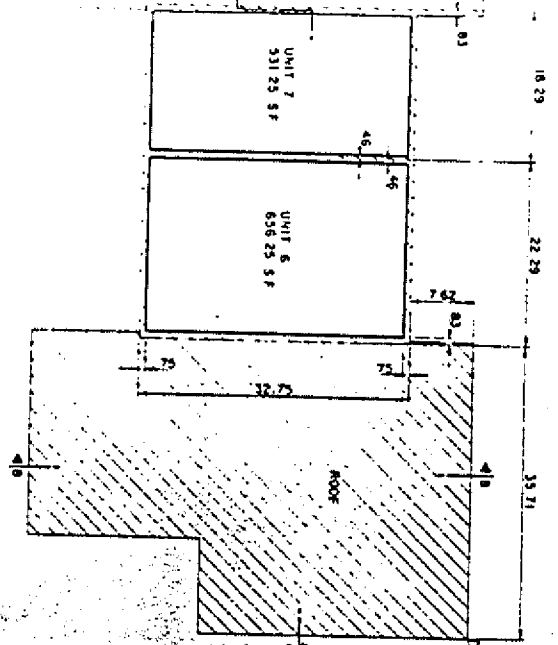


APPROVED

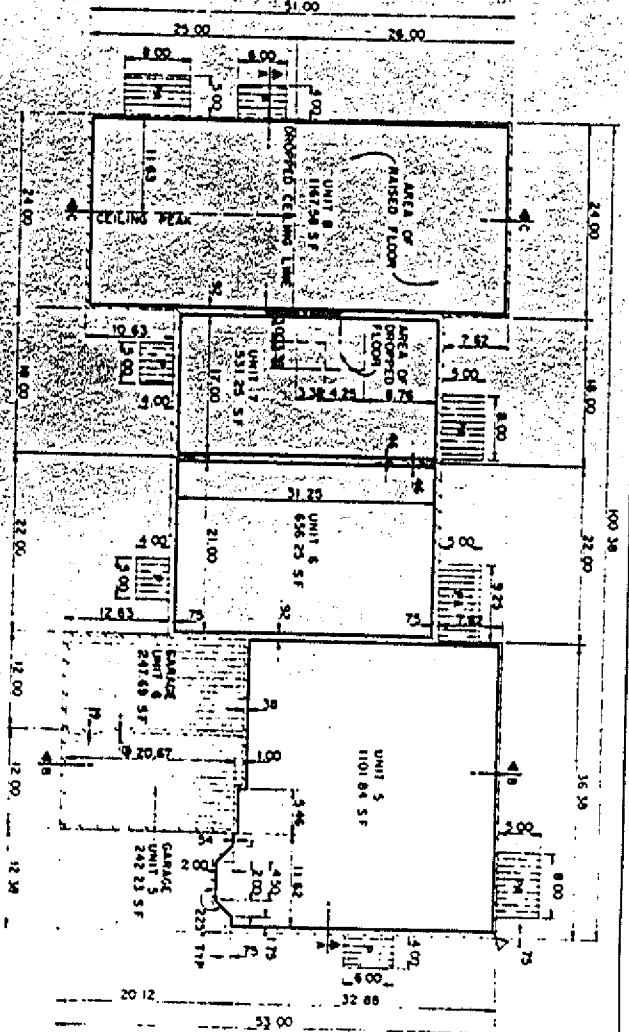
JUN 15 1950

OF COURTESY

PROPOSED, DATEC 11-22



SECOND FLOOR PLAN



FIRST FLOOR PLAN

ALL EXTERIOR WALLS ARE 24" THICK UNLESS OTHERWISE DIMENSIONED

LEGEND

GENERAL COMMON ELEMENT

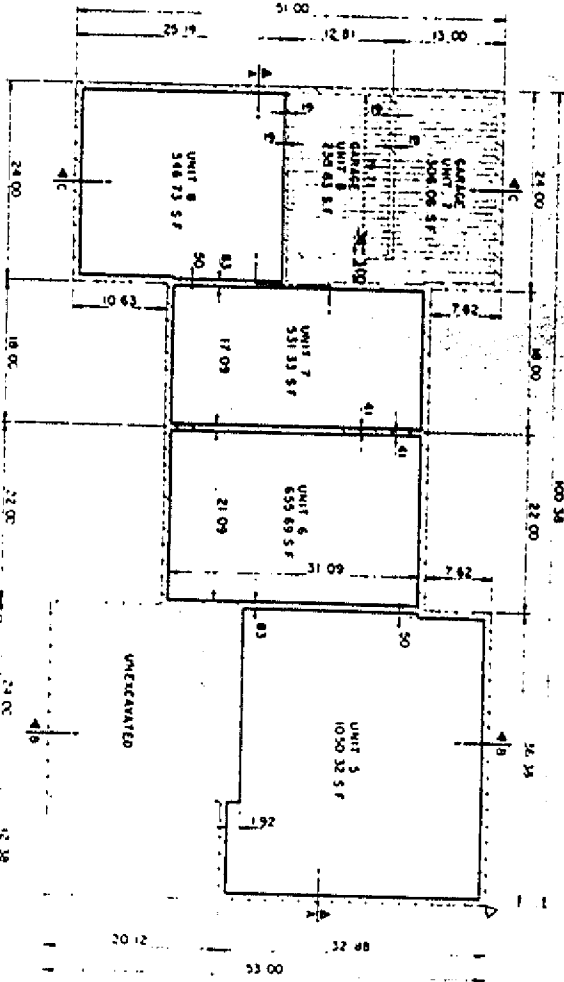
LIMITED COMMON ELEMENT

OWNER'S SHIP

PATIO

APPROPRIATE POINT

ALL WALLS ARE CONSTRUCTED AT 90° TO ONE ANOTHER UNLESS OTHERWISE NOTED



BASEMENT FLOOR PLAN

ALL EXTERIOR WALLS ARE 24" THICK

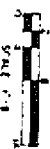
APPROVED

JAN 16 1980

WORTHEN ENGINEERING

BY CONTRACT

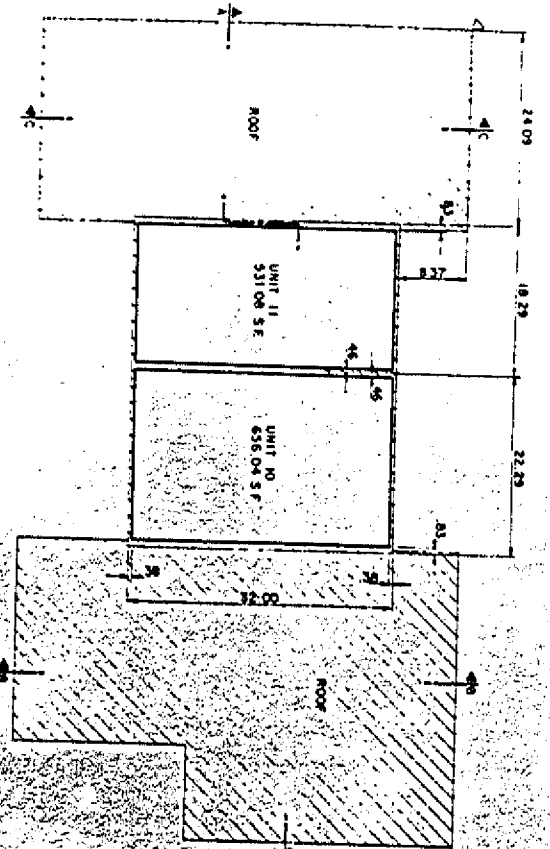
OWNER'S REPRESENTATIVE



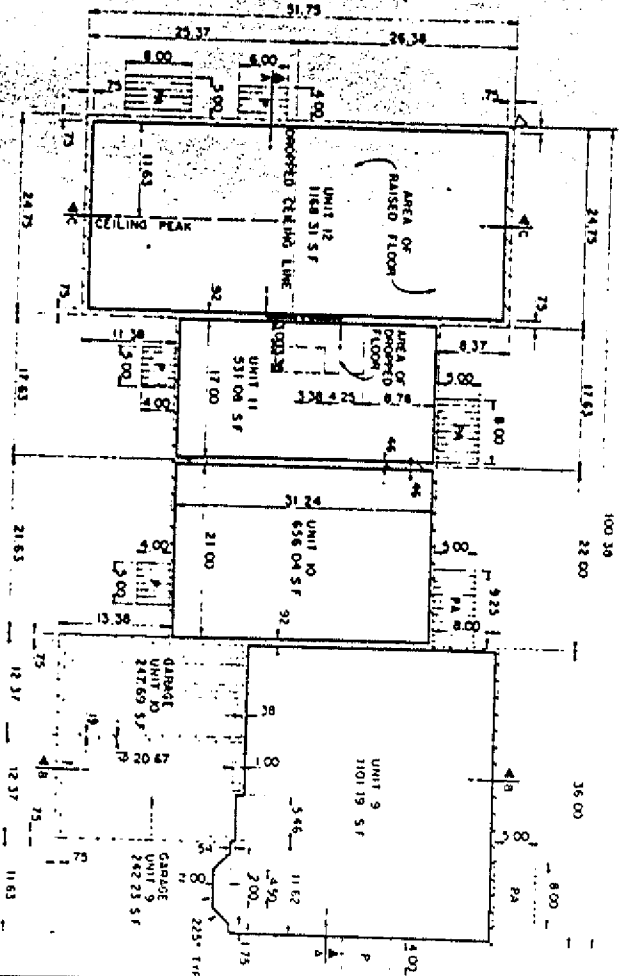
PROPOSED, DATED 11-20-79 SHEET 6

PROJECT: LINSWOOD ESTATES CLIENT: STEPHEN J. LINSSENMEYER ADDRESS: 1120 S. 10TH AVE., ANCHORAGE, ALASKA 99501 DATE: 11-20-79		LEGEND 1" = 10'		BUILDING NO. 2		WORTHEN ENGINEERING 1120 S. 10TH AVE., ANCHORAGE, ALASKA 99501 TEL. 263-1111	
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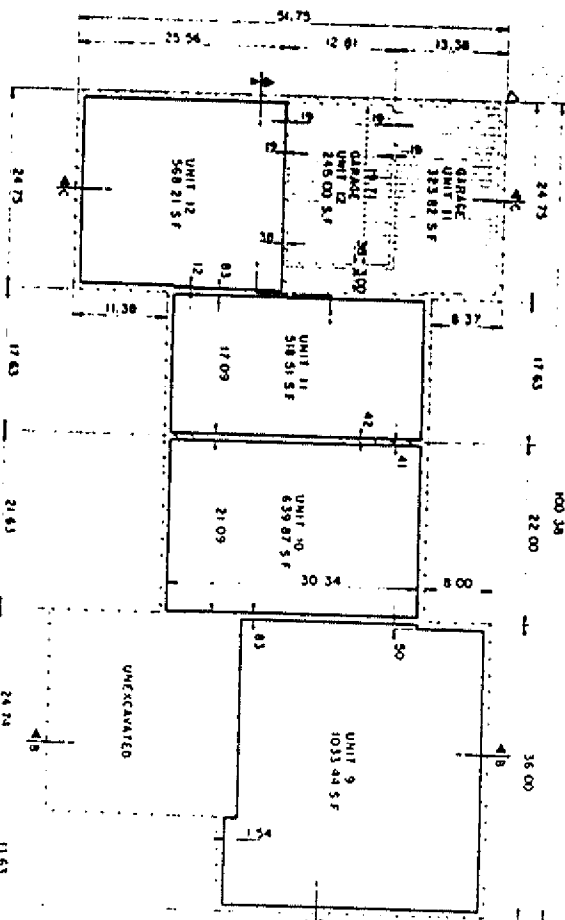
SECOND FLOOR PLAN



FIRST FLOOR PLAN



ALL EXTERIOR WALLS ARE 36 THICK UNLESS OTHERWISE DIMENSIONED



BASEMENT FLOOR PLAN

ALL EXTERIOR WALLS ARE 36 THICK

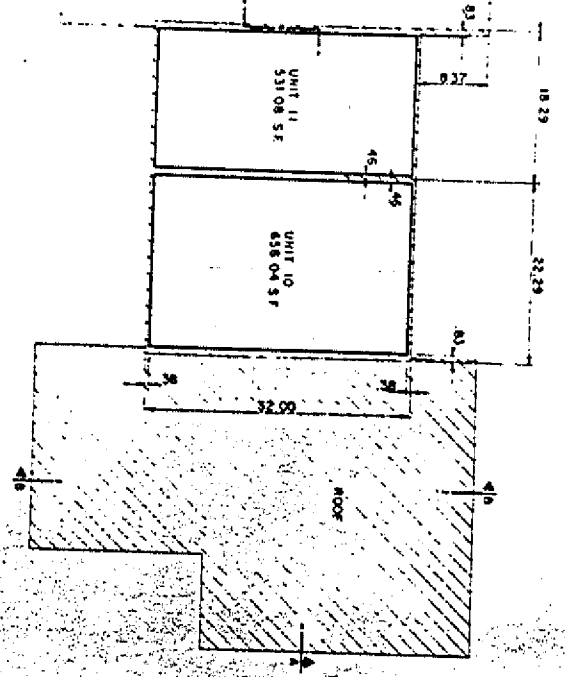
APPROVED

JAN 14 1987

PROPOSED

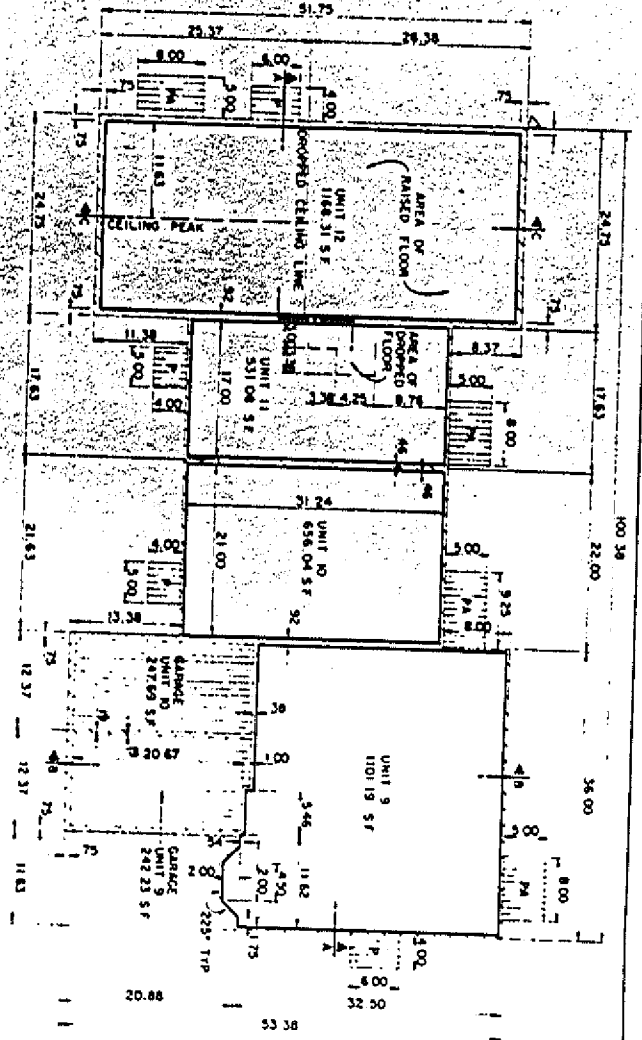
PROPOSED, DATED 11-22-73

SECOND FLOOR PLAN



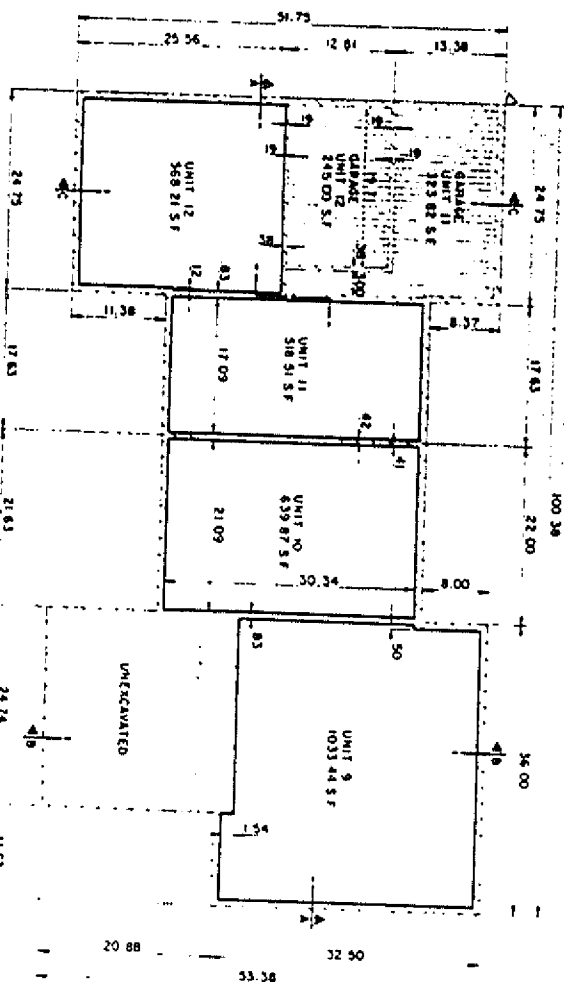
FIRST FLOOR PLAN

ALL EXTERIOR WALLS ARE 30 THICK UNLESS OTHERWISE DIMENSIONED



BASEMENT FLOOR PLAN

ALL EXTERIOR WALLS ARE 03 THICK



LEGEND

GENERAL COMMON ELEMENT
LIMITED COMMON ELEMENT
LIMITS OF OWNERSHIP
PORCH PA PATIO
COORDINATE POINT

ALL WALLS ARE CONSTRUCTED AT 90° TO ONE ANOTHER UNLESS OTHERWISE NOTED

ALL WALLS ARE CONSTRUCTED AT 90°
TO ONE ANOTHER UNLESS OTHERWISE
NOTED

APPROVED

JUN 16 1967

RECEIVED
JAN 11 1963

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1

4

5

PROPOSED, DATED 11-20-79 SHEET 7

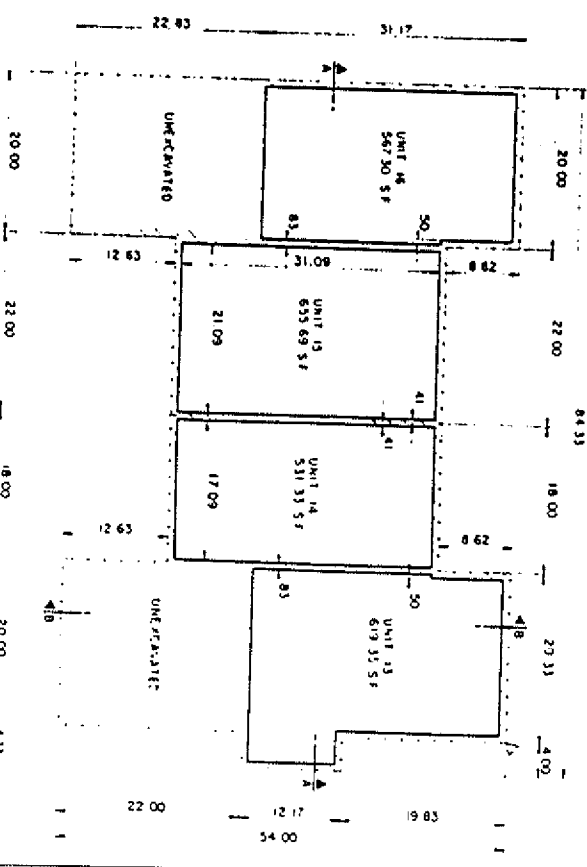
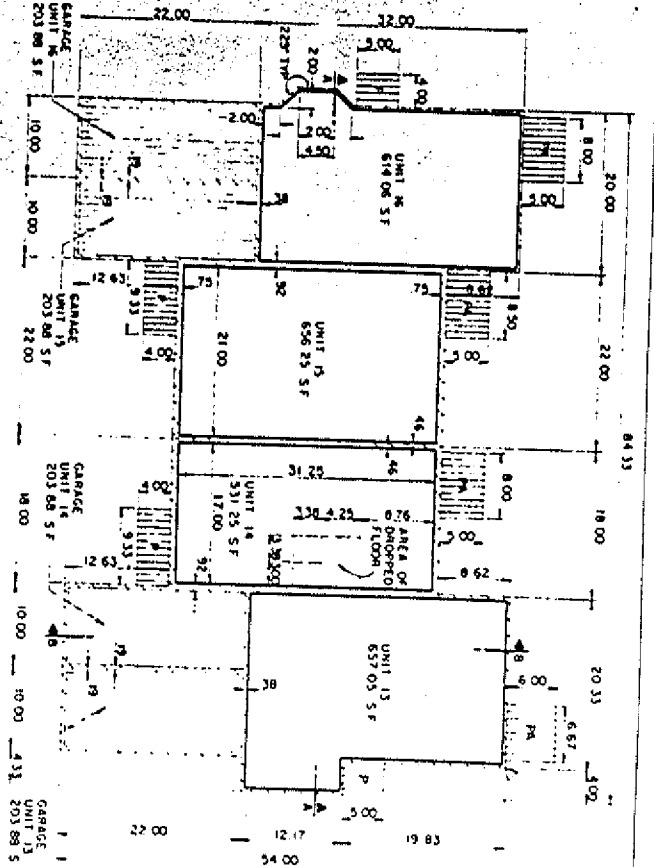
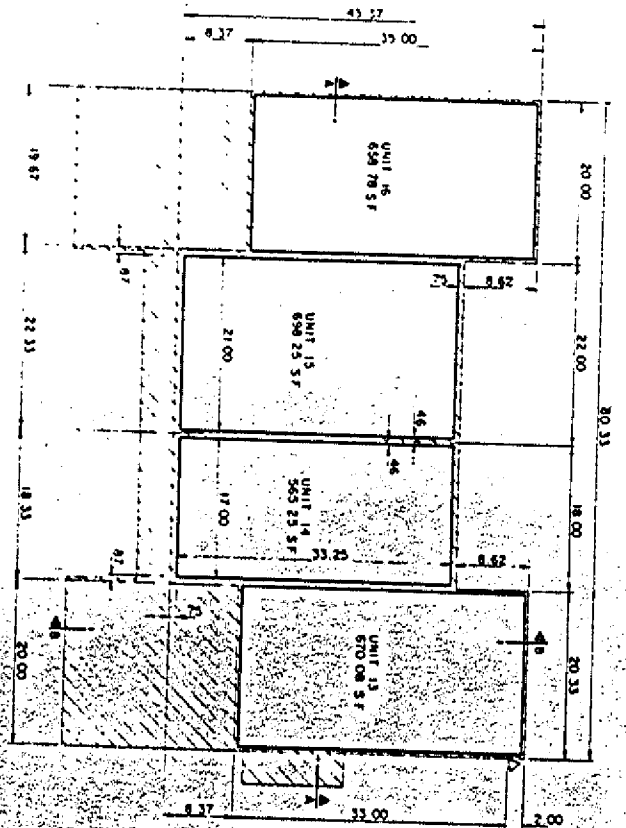
LINSWOOD ESTATES

BUILDING No 3



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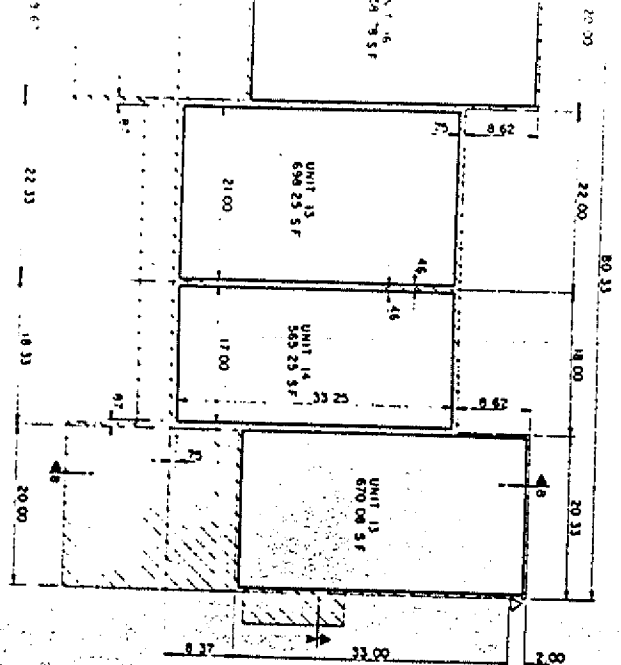


APPROVED

JAN 16 1984

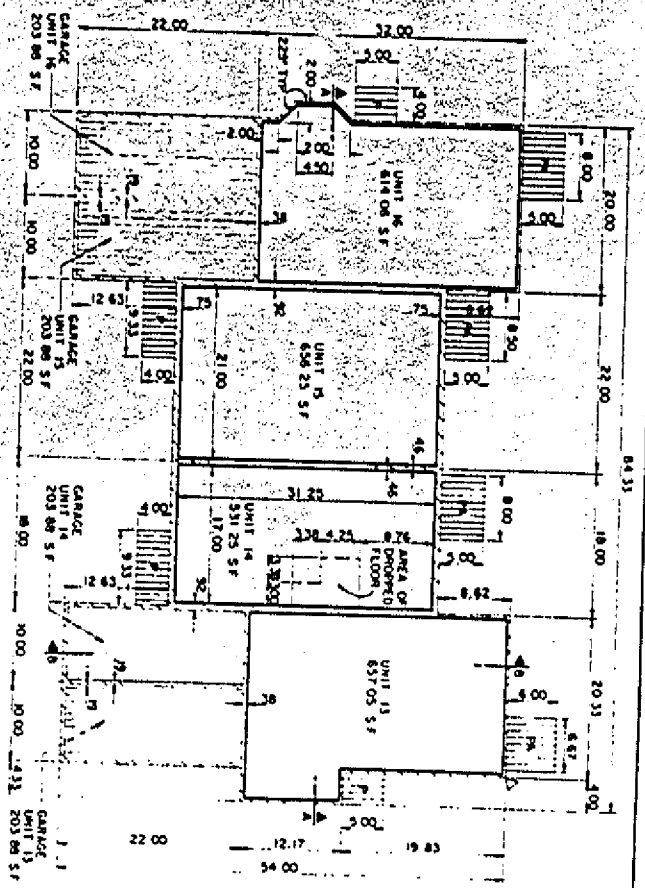
BRONX DEPARTMENT OF BUILDINGS

PROPOSED, DATED 11-20-79



SECOND FLOOR PLAN

ALL EXTERIOR WALLS ARE 16 THICK UNLESS OTHERWISE DIMENSIONED



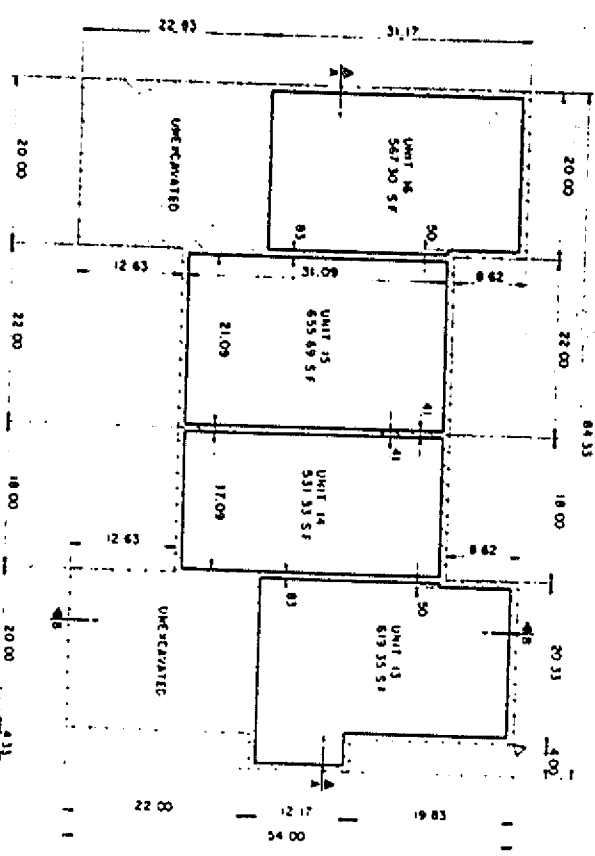
FIRST FLOOR PLAN

ALL EXTERIOR WALLS ARE 16 THICK UNLESS OTHERWISE DIMENSIONED

LEGEND

—	GENERAL COMMON ELEMENT
—	LIMITED COMMON ELEMENT
—	LIMITS OF OWNERSHIP
—	PORCH
—	PATIO
—	COORDINATE POINT

ALL WALLS ARE CONSTRUCTED AT 90° TO ONE ANOTHER UNLESS OTHERWISE NOTED



BASEMENT FLOOR PLAN

ALL EXTERIOR WALLS ARE 16 THICK

APPROVED

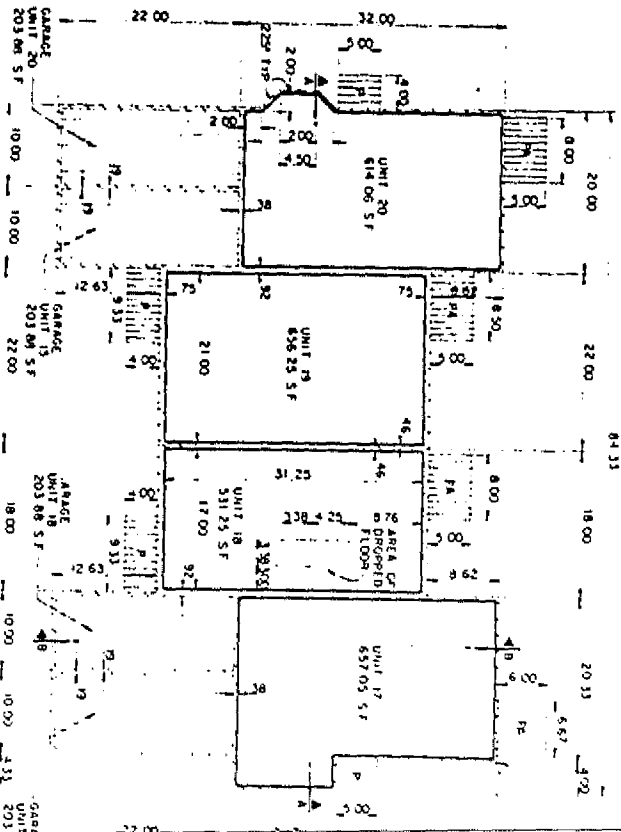
JAN 18 1984

NOTED: EXISTING FOUNDATION IS NOTED

DATE: 11-20-79

SHEET 8

PROJECT: LINSWOOD ESTATES CLIENT: STEPHEN J. LINSSENMEYER DATE: 11-20-79		BUILDING NO. 4		 CIVIL ENGINEER NO. 14,000,000 1001 - 1002 - 1003 - 1004 - 1005 - 1006 - 1007 - 1008 - 1009 - 1010 - 1011 - 1012 - 1013 - 1014 - 1015 - 1016 - 1017 - 1018 - 1019 - 1020 - 1021 - 1022 - 1023 - 1024 - 1025 - 1026 - 1027 - 1028 - 1029 - 1030 - 1031 - 1032 - 1033 - 1034 - 1035 - 1036 - 1037 - 1038 - 1039 - 1040 - 1041 - 1042 - 1043 - 1044 - 1045 - 1046 - 1047 - 1048 - 1049 - 1050 - 1051 - 1052 - 1053 - 1054 - 1055 - 1056 - 1057 - 1058 - 1059 - 1060 - 1061 - 1062 - 1063 - 1064 - 1065 - 1066 - 1067 - 1068 - 1069 - 1070 - 1071 - 1072 - 1073 - 1074 - 1075 - 1076 - 1077 - 1078 - 1079 - 1080 - 1081 - 1082 - 1083 - 1084 - 1085 - 1086 - 1087 - 1088 - 1089 - 1090 - 1091 - 1092 - 1093 - 1094 - 1095 - 1096 - 1097 - 1098 - 1099 - 1100 - 1101 - 1102 - 1103 - 1104 - 1105 - 1106 - 1107 - 1108 - 1109 - 1110 - 1111 - 1112 - 1113 - 1114 - 1115 - 1116 - 1117 - 1118 - 1119 - 1120 - 1121 - 1122 - 1123 - 1124 - 1125 - 1126 - 1127 - 1128 - 1129 - 1130 - 1131 - 1132 - 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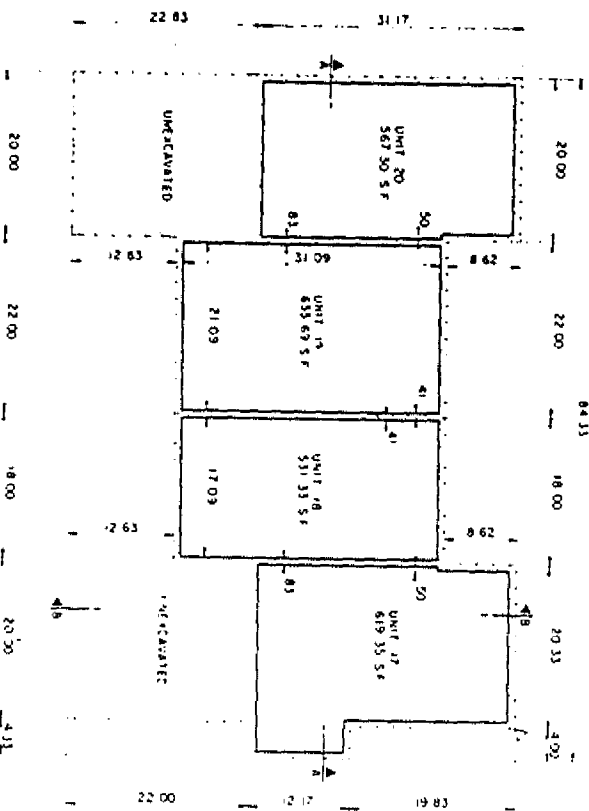
FIRST FLOOR PLAN

ALL EXTERIOR WALLS ARE 20 INCH UNLESS OTHERWISE SPECIFIED

LEGEND	
GENERAL	COMMON ELEMENT
LIMITED	COMMON ELEMENT
LIMITS OF OWNERSHIP	
PORCH	P1 PATIO
7	COORDINATE POINT

ALL WALLS ARE CONSTRUCTED AT 90° TO ONE ANOTHER UNLESS OTHERWISE NOTED

ALL WALLS ARE CONSTRUCTED AT 90°
TO ONE ANOTHER UNLESS OTHERWISE
NOTED



BASEMENT FLOOR PLAN

ALL INTERIOR WALLS ARE 8) 2x4s

433
APPROVED

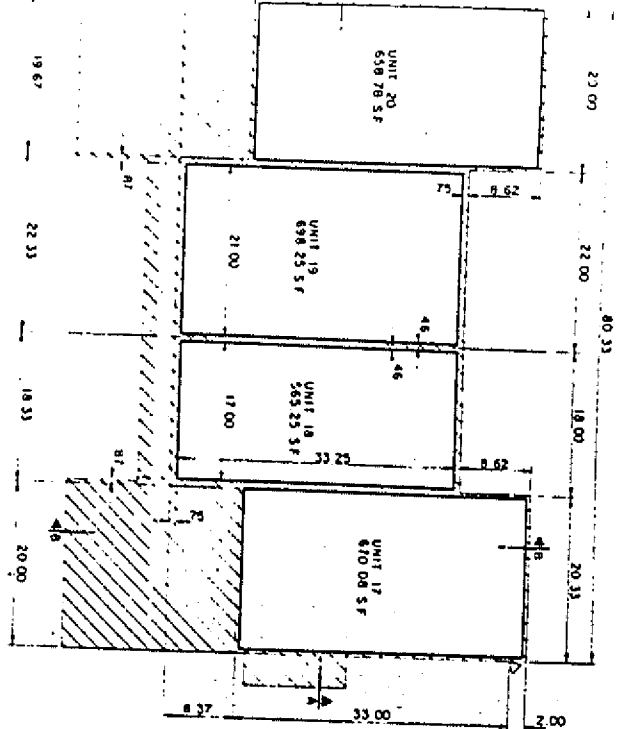
Nov 16 1991

NOCHESUP-2011-14
OF 6200 LBS

1

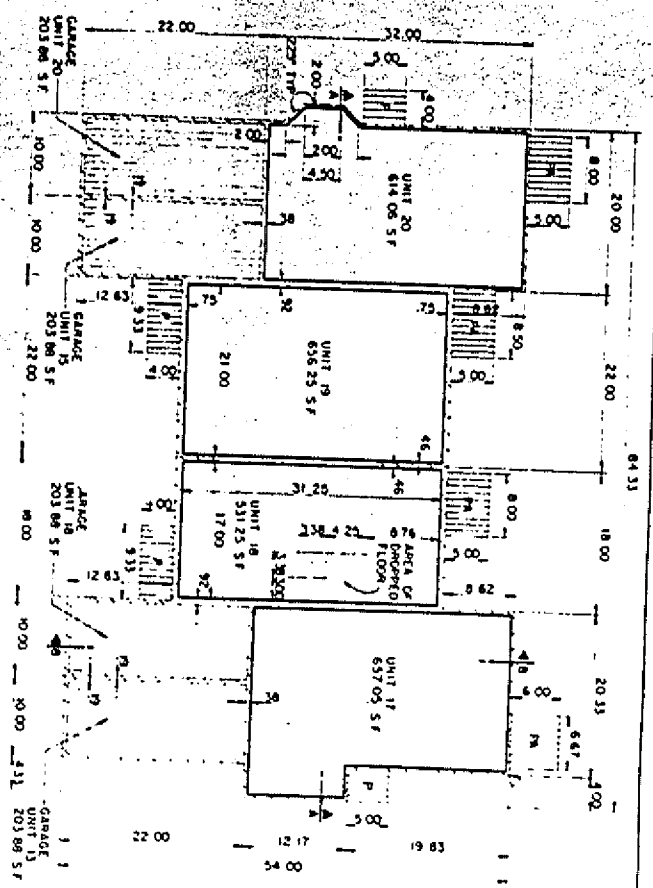
1

PROPOSED, DATED



SECOND FLOOR PLAN

ALL EXTERIOR WALLS ARE 16 THICK UNLESS OTHERWISE DIMENSIONED



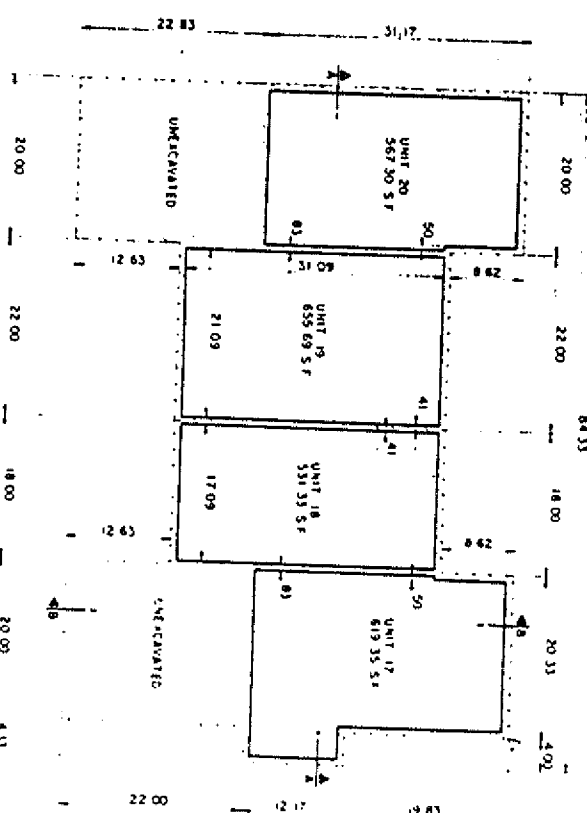
FIRST FLOOR PLAN

ALL EXTERIOR WALLS ARE 16 THICK UNLESS OTHERWISE DIMENSIONED

LEGEND

----	GENERAL COMMON ELEMENT
----	LIMITS OF OWNERSHIP
P	PORCH
PA	PATIO
•	COORDINATE POINT

ALL WALLS ARE CONSTRUCTED AT 90° TO ONE ANOTHER UNLESS OTHERWISE NOTED



BASMENT FLOOR PLAN

ALL EXTERIOR WALLS ARE 16 THICK

APPROVED

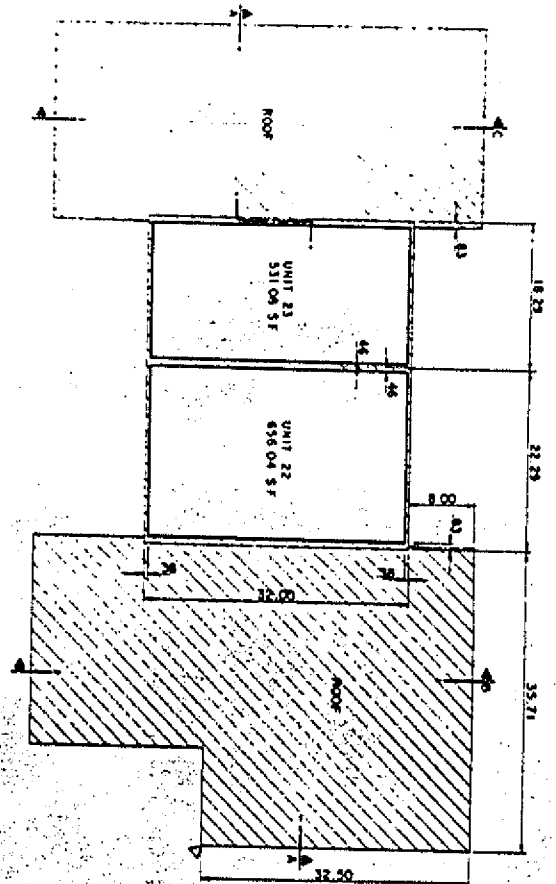
PROPOSED, DATED 11-20-79 SHEET 9

STEPHEN J. LINSMEYER
LINSWOOD ESTATES

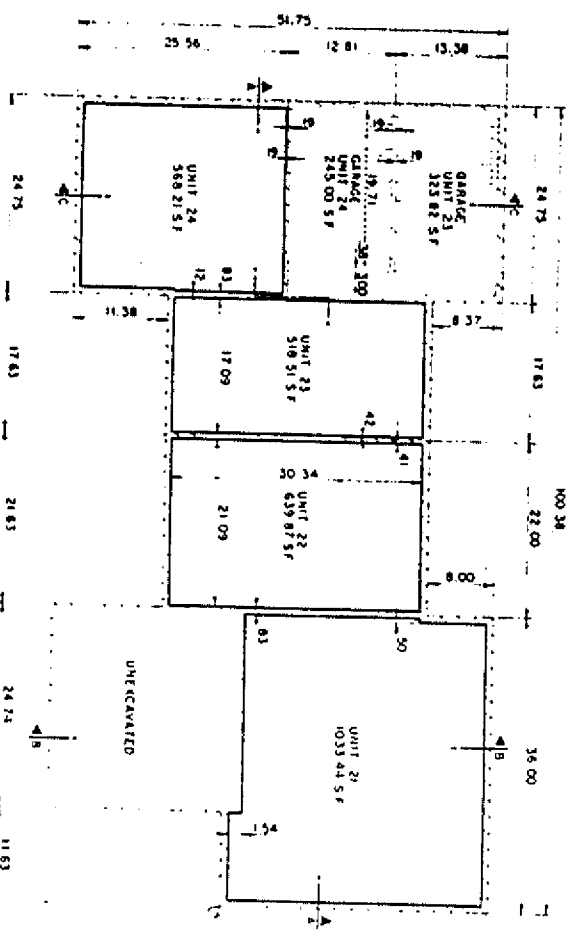
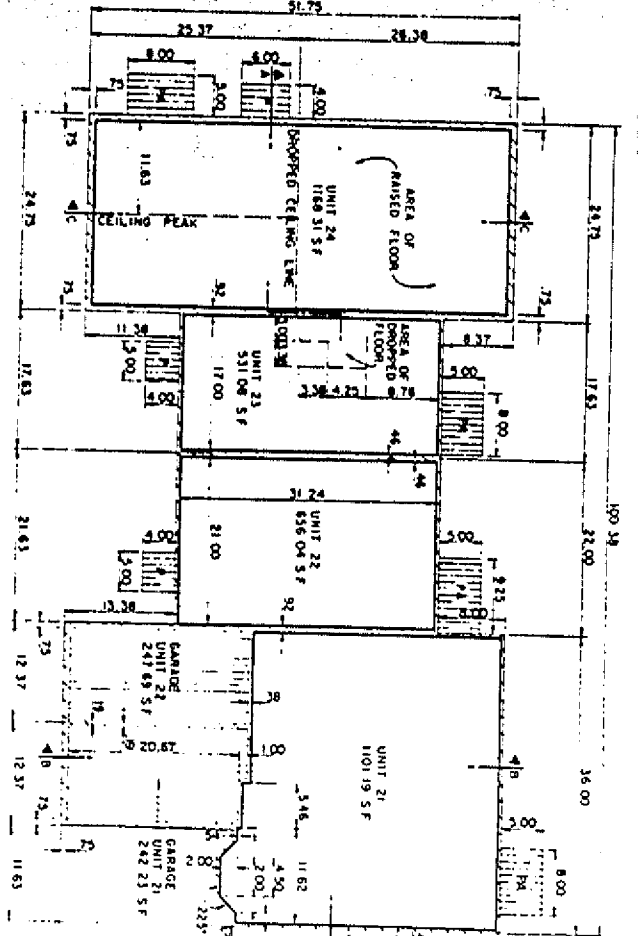
BUILDING No 5



SECOND FLOOR PLAN



FIRST FLOOR PLAN



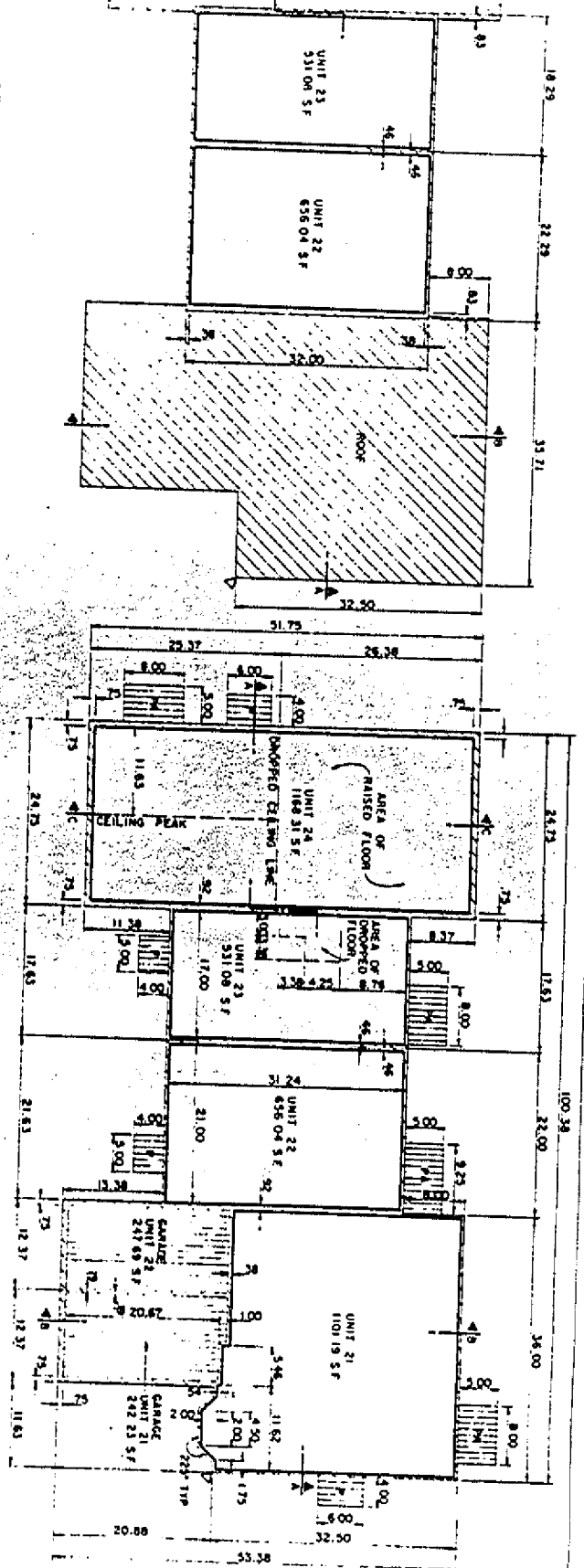
BASMENT FLOOR PLAN

APPROVED

ALL EXTERIOR WALLS ARE 38 THICK

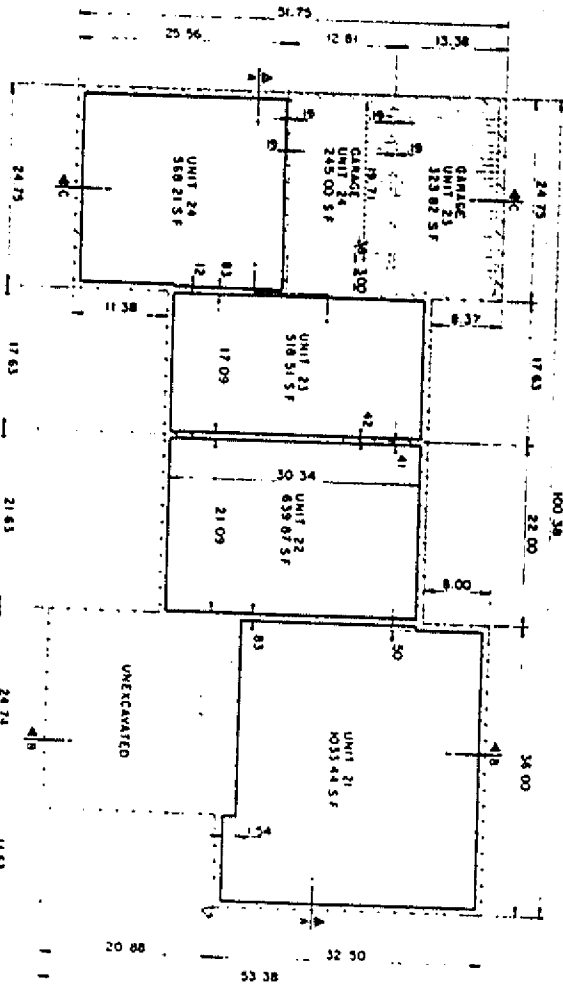
PROPOSED, DATED 11-20-73

SECOND FLOOR PLAN



FIRST FLOOR PLAN

ALL EXTERIOR WALLS ARE 24 THICK UNLESS OTHERWISE DIMENSIONED



LEGEND
 GENERAL COMMON ELEMENT
 LIMITED COMMON ELEMENT
 LIMITS OF OWNERSHIP
 PORCH
 PATIO
 COORDINATE POINT
 ALL WALLS ARE CONSTRUCTED AT 90°
 TO ONE ANOTHER UNLESS OTHERWISE
 NOTED

BASEMENT FLOOR PLAN

ALL EXTERIOR WALLS ARE 24 THICK

APPROVED

JUN 15 1987

RECEIVED

SCALE 1/8" = 1'-0"

PROPOSED, DATED 11-20-79

SHEET 10

STEPHEN J. LINSMEYER

LINSWOOD ESTATES

BUILDING NO. 6

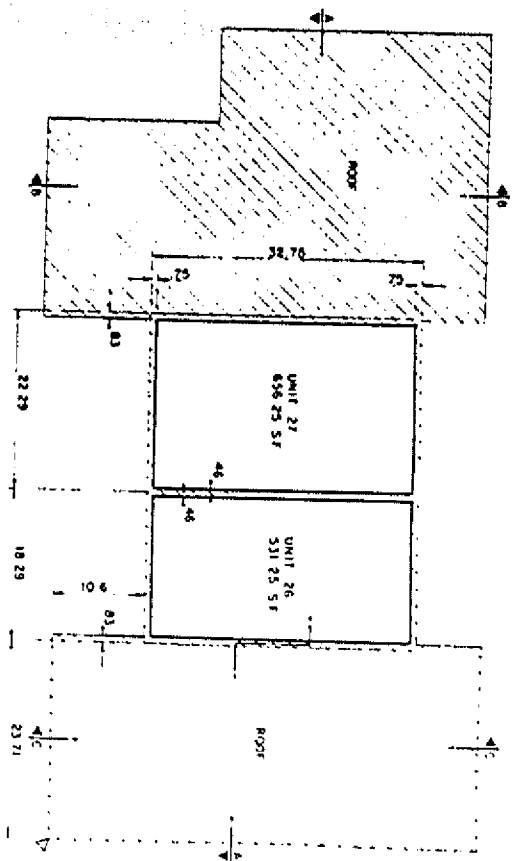


CREATED BY: J. LINSMEYER
 DATE: 11/20/79

50% TYPICAL - SEE EXHIBIT FOR DETAILS - ALL DIMENSIONS IN FEET

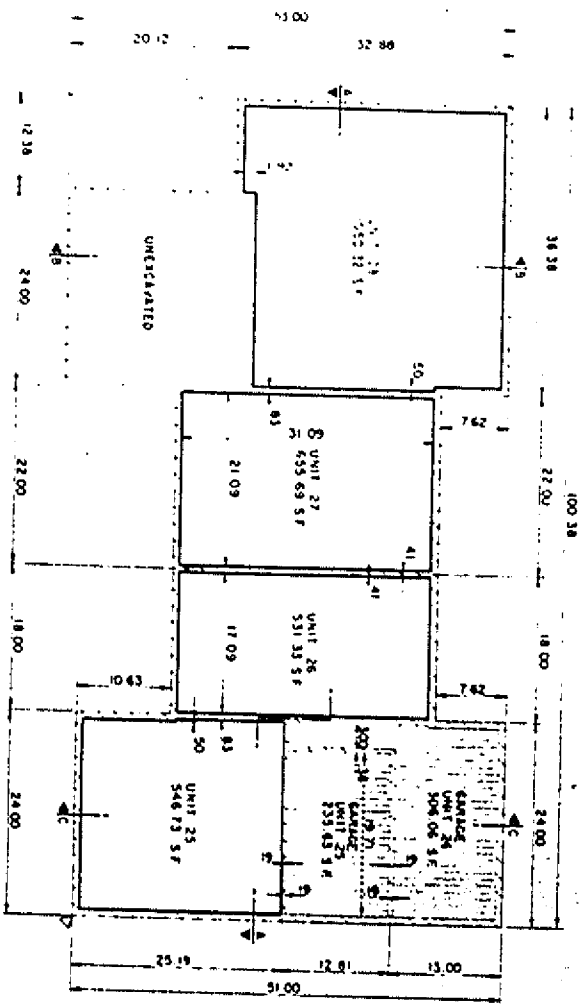
ALL EXTERIOR WALLS ARE 36 THICK UNLESS OTHERWISE DIMENSIONED

SECOND FLOOR PLAN



BASEMENT FLOOR PLAN

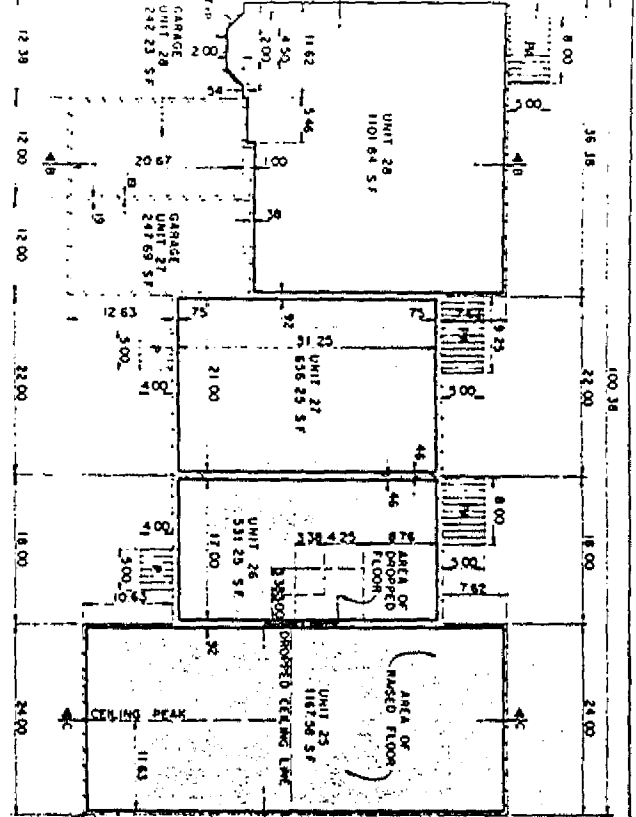
ALL EXTERIOR WALLS ARE 13 INCH



LEGEND

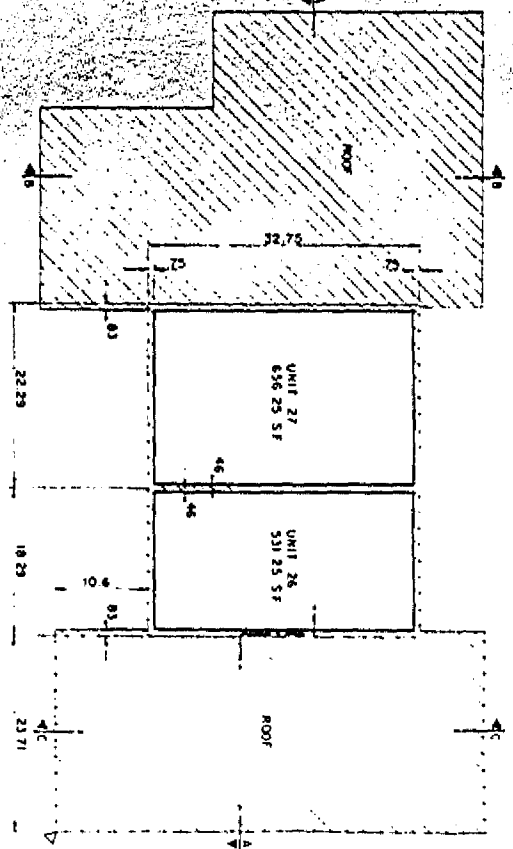
GENERAL COMMON ELEMENT
LIMITED COMMON ELEMENT
LIMITS OF OWNERSHIP
PORCH
COORDINATE POINT

ALL WALLS ARE CONSTRUCTED AT 90° TO ONE ANOTHER UNLESS OTHERWISE NOTED

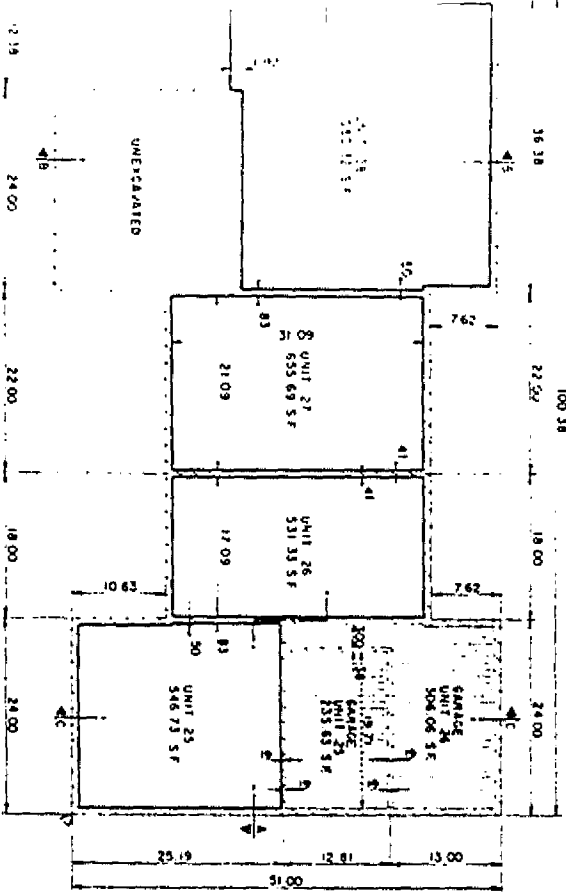


FIRST FLOOR PLAN

ALL EXTERIOR WALLS ARE 38 THICK UNLESS OTHERWISE DIMENSIONED



SECOND FLOOR PLAN



BASEMENT FLOOR PLAN

ALL EXTERIOR WALLS ARE 38 THICK

LEGEND
[Symbol] GENERAL COMMON ELEMENT
[Symbol] LIMITED COMMON ELEMENT
[Symbol] LIMITS OF OWNERSHIP
[Symbol] PORCH
[Symbol] PATIO
[Symbol] COORDINATE POINT

ALL WALLS ARE CONSTRUCTED AT 90° TO ONE ANOTHER UNLESS OTHERWISE NOTED

APPROVED

JAN 15 1980

DESIGNER'S SEAL



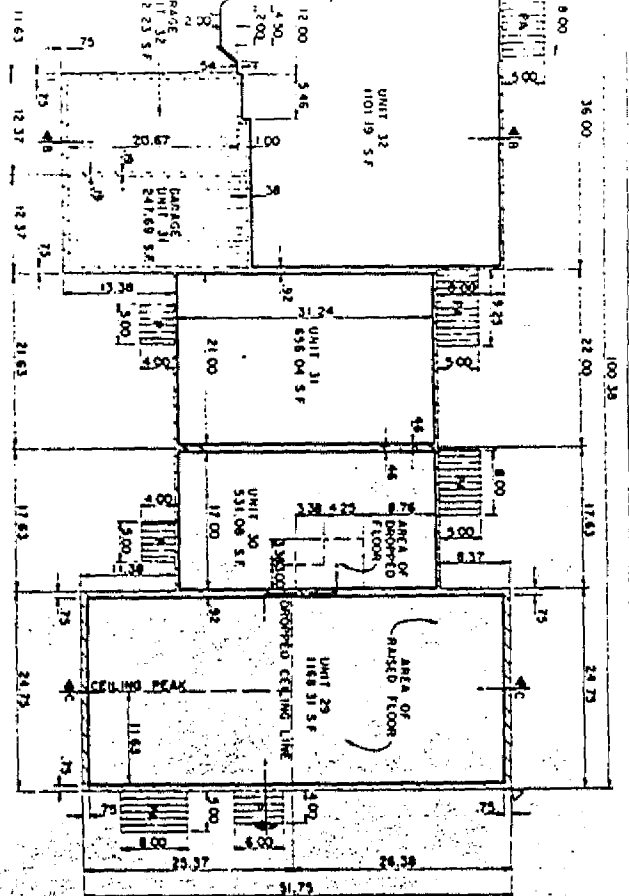
PROPOSED, DATED 11-20-79 SHEET 11

LINSWOOD ESTATES

BUILDING NO. 7



WABITENAW ENGINEERING



The floor plan shows two units, Unit 34 and Unit 35, with the following dimensions and area calculations:

- Unit 34:** Dimensions are 12.23' by 12.23'. The area is calculated as 150.62 S.F.
- Unit 35:** Dimensions are 11.60' by 11.60'. The area is calculated as 134.56 S.F.
- Overall Dimensions:** The total width is 24.09' and the total depth is 22.23'.
- Other Labels:** The plan includes labels for "MOOR" and "C" at various points.

[illegible]

Floor plan of the second floor of the building at 1007 1/2 Street, N.W. The plan shows the following units and areas:

- Garage:** 373.82 S.F.
- Unit 35:** 275.00 S.F.
- Unit 36:** 568.35 S.F.
- Unit 33:** 531.33 S.F.
- Unit 34:** 655.69 S.F.
- Unit 35:** 1054.88 S.F.

The plan also includes room numbers (e.g., 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200) and a north arrow pointing towards the top right.

ALL EXTERIOR WALLS ARE 23 INCH

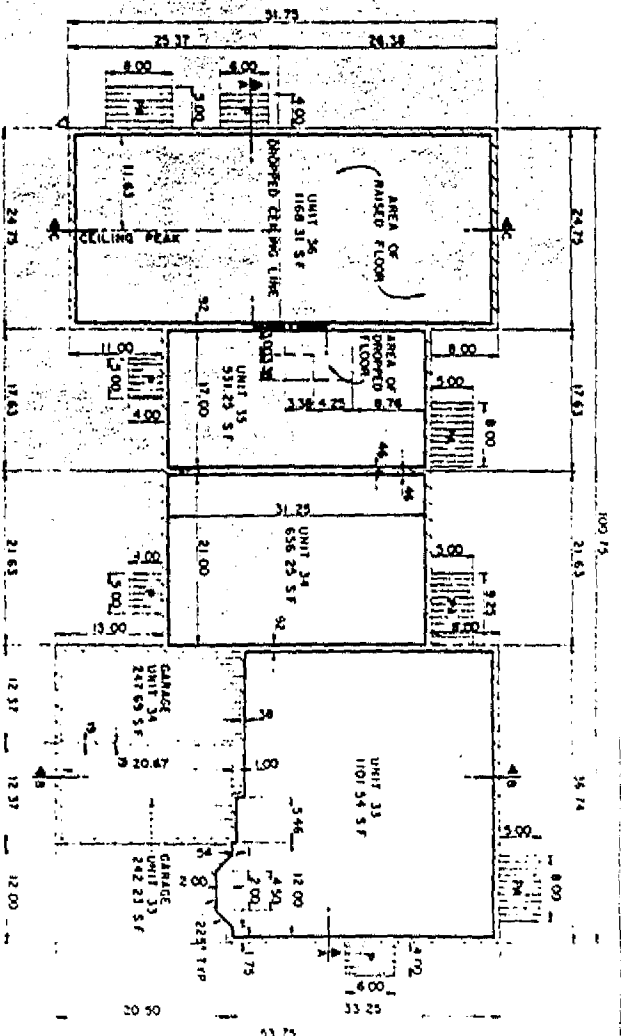
PROPOSED. 34-3-

APPRO

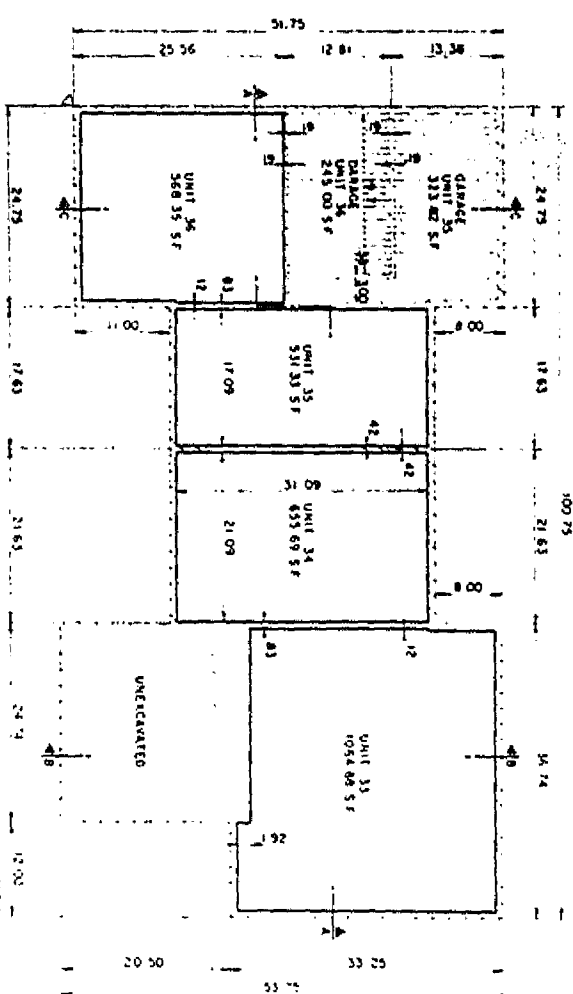
Jan 16 11

WCDMA RF

[illegible]



SECOND FLOOR PLAN



FIRST FLOOR PLAN

LEGEND

GENERAL COMMON ELEMENT
LIMITED COMMON ELEMENT
6 PORCH PA PATIO
7 COORDINATE POINT

ALL WALLS ARE CONSTRUCTED AT 90° TO ONE ANOTHER UNLESS OTHERWISE NOTED

BASEMENT FLOOR PLAN
ALL EXTERIOR WALLS ARE 33 THICK

APPROVED

JUN 15 1967
MEDICAL DEPT. (A-9)
OF CHASE
CHASE & CHESTER

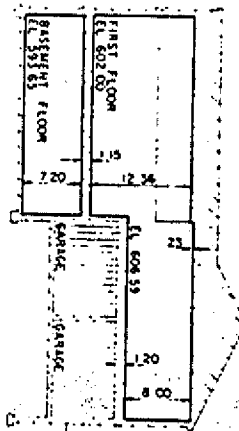
PROPOSED. DATED 11-20-79 SHEET 13

FROM STEPHEN J LINSSENMEYER

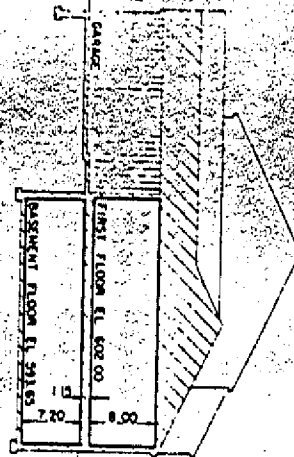
LINSWOOD ESTATES

BUILDING No 9

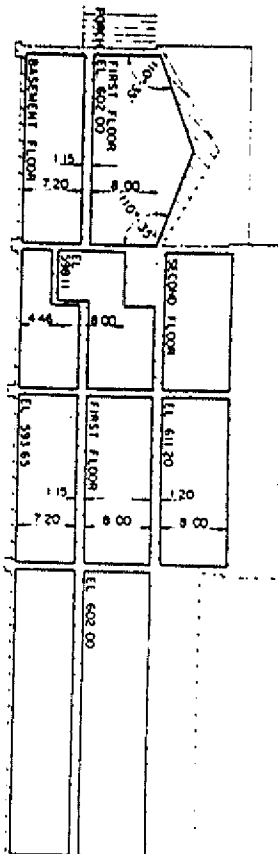




SECTION C-C

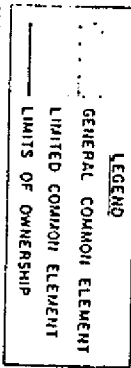


SECTION B-B

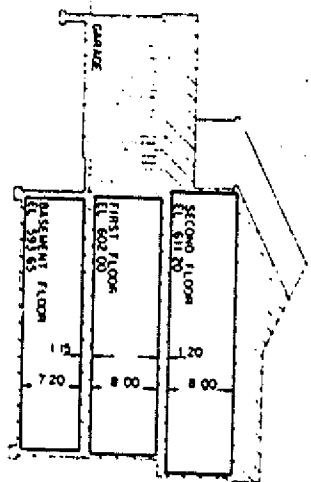


SECTION A-A

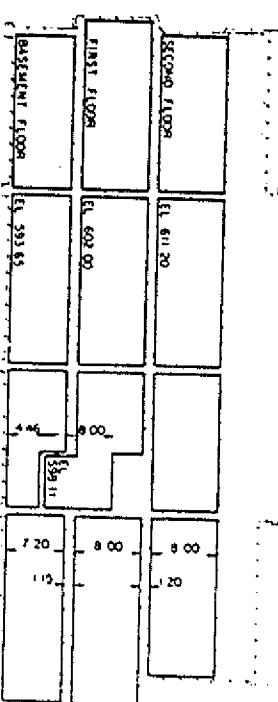
BUILDING Nos 1, 2, 3, 6, 7, 8, 9



ALL WALLS ARE CONSTRUCTED AT 90° TO THE FLOORS AND CEILINGS UNLESS OTHERWISE SHOWN
 DATUM



SECTION B-B



SECTION A-A

BUILDING Nos 4, 8, 5

APPROVED

JAN 15 1990

WORKS DIVISION
 OF DISTRICT
 ENGINEERING SERVICE

PROPOSED, DATED 11-22-79

720 12 36
CARGO CARGO
El 605 59
20 8 00

Architectural drawing of a building section. The drawing shows a staircase on the right side, leading up to a platform. The platform is labeled "FIRST FLOOR EL. 402.00". Below the platform, there is a room labeled "BASEMENT FLOOR EL. 391.65". The drawing is oriented vertically, with the staircase on the right and the rooms on the left. The drawing is a technical sketch, likely a cross-section, showing the vertical alignment of the building's levels.

[illegible]

Floor plan of the building at 1515 S. 1st St. The plan shows a Garage, First Floor, Second Floor, and Basement Floor. The First Floor is 15' wide and 7'20" deep. The Second Floor is 12' wide and 7'00" deep. The Basement Floor is 11'5" wide and 7'20" deep. The total area is 111.00 sq. ft.

SECOND FLOOR	16	\$11.20		8 00
1000	15	\$6.00	9.00	8 00
BASEMENT FLOOR	14	\$9.85	4.48	7 20
			11.95	110

BUILDING No's 4 & 5

Jan 15 1940

JUN 14 1964
 Biological Sciences
 Department
 University of California
 San Diego

LEGEND

GENERAL: COMMON ELEMENT

NOTE: COMPANY ELEMENT

LIMITS OF OWNERSHIP

ARE CONSTRUCTED AT 90°
FLOORS AND CEILINGS UNLESS
SHOWN

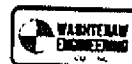
ATIONS ARE TO USGS

PROPOSED, DATED 11-20-79 / SHEET 14

LINSWOOD ESTATES

SA Aug 6 1 44 PM '61 - 9 1451

SECTIONS



(1984) *Journal of the American Statistical Association* 79, 23-32.
 Toulmin, S. E. (1984) *Journal of the American Statistical Association* 79, 33-40.

በታሪክ ሪፖርት ላይ የተመሰረተው የጥገና ሪፖርት ለጥገናው ስራ ሲያገለግል፣ ለጥገናው ስራ ሲያገለግል፣