

**CO-OWNER  
INFORMATION  
BOOKLET  
FOR  
NEWPORT WEST  
CONDOMINIUM**

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# CO-OWNER INFORMATION BOOKLET

## FOR NEWPORT WEST CONDOMINIUM

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## CONSOLIDATED MASTER DEED

### NEWPORT WEST CONDOMINIUM

(Act 59, Public Acts of 1978, As Amended)

Newport West Condominium Association, a Michigan non-profit corporation, whose address is 2035 Hogback Road, Ann Arbor, Michigan, being charged with the management and administration of Newport West Condominium, a condominium project established pursuant to the Master Deed dated July 23, 1972, and recorded August 3, 1972, in Liber 1406, Pages 155 through 193, inclusive, Washtenaw County Records, and known as Washtenaw County Condominium Subdivision Plan No. 17, hereby amends said Master Deed of Newport West Condominium, as amended, in its entirety, in order to bring it into compliance with the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended, pursuant to the authority reserved in Paragraph Twelfth thereof, and with the affirmative vote of more than two-thirds of the co-owners in Newport West Condominium. Upon recording of this Consolidated Master Deed in the Office of the Washtenaw County Register of Deeds, said previously recorded Master Deed, as amended, shall be superseded and replaced.

#### WITNESSETH:

WHEREAS, the Association is the administrator of certain real property located in the City of Ann Arbor, County of Washtenaw, Michigan, and more particularly described as follows:

That portion of Newport West Condominium located within Parcel 1, Lot 10, and Outlot "C" of Bowen's Subdivision, a part of the East 1/2 of the Southeast 1/4 of Section 18, T2S, R6E, City of Ann Arbor, Washtenaw County, Michigan, further described as follows: Commencing at a monument at the intersection of the South line of Section 18, T2S, R6E, City of Ann Arbor, Washtenaw County, Michigan, and the centerline of Newport Road; thence N89°41'29"E, 43.00 feet to the Point of Beginning; thence N00°00'02"E 141.00 feet to the

Southwest corner of Lot 1 of said Bowen's Subdivision; thence S89°58'34"E 209.05 feet along the South line of said Lot 1; thence N00°00'40"E 1090.90 feet along the East line of said Bowen's Subdivision; thence S89°17'10"W 209.28 feet along the South line of said Lot 10; thence due North 316.00 feet; thence N89°17'10"E 209.34 feet; thence N00°00'40"E 180.00 feet; thence due East 197.00 feet; thence S44°46'03"E 107.11 feet; thence due South 52.00 feet; thence due East 23.58 feet; thence S22°37'04"E 162.63 feet; thence N67°22'56"E 170.00 feet; thence S22°37'04"E 142.00 feet; thence N67°22'56"E 66.00 feet; thence S22°37'04"E 195.00 feet; thence S67°22'56"W 154.79 feet to a Point of Curvature; thence Southeasterly on a curve to the right of radius 404.36 feet, a distance of 86.54 feet, delta angle 12°15'47", chord bearing S28°44'57"E 86.38 feet; thence S22°37'04"E 14.60 feet; to a Point of Curvature; thence Southeasterly on a curve to the right of radius 479.34 feet, a distance of 189.22 feet, delta angle 22°37'04", chord bearing S11°18'32"E 188.00 feet; thence due South 891.63 feet to a point on the South line of Section 18; thence S89°41'29"W 856.51 feet along said South line of Section 18 to the Point of Beginning subject to easements of record and containing 25.484 acres, more or less.

WHEREAS, the Association desires, by recording this Consolidated Master Deed, together with the Condominium By-Laws attached as Exhibit "A" and together with the Condominium Subdivision Plan attached as Exhibit "B" (both of which are incorporated by reference), to reestablish the real property, together with all improvements and all appurtenances, as a Condominium under the provisions of the Act;

NOW, THEREFORE, the Association does, upon recording, reestablish Newport West Condominium as a Condominium under the Act and does declare that Newport West Condominium (referred to as the "Condominium") shall, after such reestablishment, be held, conveyed, mortgaged, encumbered, leased, rented, occupied, improved,

or in any other manner used, subject to the provisions of the Act and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Consolidated Master Deed and attached Exhibits "A" and "B", all of which shall be deemed to run with the land and shall be a burden and a benefit to the Association and any persons acquiring or owning an interest in the said real property, their grantees, successors, heirs, personal representatives, and assigns. In furtherance of the establishment of said Condominium, it is provided as follows:

## ARTICLE I

### DEFINITIONS

Certain terms are used in this Consolidated Master Deed and Exhibits "A" and "B" and are used in various other instruments such as the Articles of Incorporation and Association By-Laws, and Rules and Regulations of the Newport West 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 Newport West Condominium as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

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

(2) "Association" means the non-profit corporation organized under Michigan law of which all co-owners shall be members. The 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.

(3) "Association By-Laws" means the corporate By-Laws of Newport West Condominium Association, the Michigan non-profit corporation organized to manage, maintain and administer the Condominium.

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

(5) "Condominium By-Laws" means Exhibit "A", being the By-Laws setting forth the substantive rights and obligations of the co-owners and required by Section 3(8) of

the Act to be recorded as part of the Consolidated Master Deed.

(6) "Condominium documents" wherever used means and includes this Consolidated Master Deed and Exhibits "A" and "B", the Articles of Incorporation, the By-Laws, and the Rules and Regulations, if any, of the Association.

(7) "Condominium premises" means and includes the land and the buildings, all improvements and structures, and all easements, rights and appurtenances belonging to Newport West Condominium as described above.

(8) "Condominium" means Newport West Condominium as a condominium project established in conformity with the provisions of the Act.

(9) "Condominium Subdivision Plan" means Exhibit "B".

(10) "Co-owner" means a person, firm, corporation, partnership, association, trust, or other legal entity or any combination who or which owns one or more units in the Condominium. The term "owner", wherever used, shall be synonymous with the term "co-owner". "Co-owner" shall also include a land contract purchaser, and both the land contract seller and purchaser shall have joint and several responsibility for assessments by the Association.

(11) "Mortgage holder" means the individual, financial institution, corporation, partnership, or other entity holding a first mortgage lien on an individual condominium unit in Newport West Condominium.

(12) "Unit" means the enclosed space constituting a single complete condominium unit in Newport West Condominium. Such space is described in Exhibit "B".

(13) Whenever any reference 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 to the singular, a reference shall also be included to the plural where the same would be appropriate.

## ARTICLE II

### TITLE OF PROJECT

The Condominium shall be known as Newport West Condominium, Washtenaw County Condominium Subdivision Plan No. 17. The architectural plans for the

Condominium were approved by the City of Ann Arbor, Washtenaw County, State of Michigan. The Condominium is reestablished in accordance with the Act.

### ARTICLE III

#### NATURE OF PROJECT

(1) The buildings and units contained in the Condominium, including the number, boundaries, dimensions, area, and volume of each condominium unit, are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B". Each building contains individual units for single family residential purposes and each unit is capable of individual use because each has its own entrance from, and exit to, a common element of the Condominium.

(2) Each co-owner in the Condominium shall have an exclusive right to his/her condominium unit and shall have undivided and inseparable rights to share with other co-owners the common elements of the Condominium as are designated by this Consolidated Master Deed.

(3) No co-owner shall use his/her condominium unit or the common elements in any manner inconsistent with the purposes of the Condominium or in any manner which will interfere with or impair the rights of any other co-owner in the use and enjoyment of his/her condominium unit or the common elements.

### ARTICLE IV

#### COMMON ELEMENTS

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

(1) The general common elements (which means the common elements other than the limited common elements) are:

(a) The land described on page one above, including private roads, driveways, sidewalks, and all unassigned parking spaces not designated as limited common elements;

(b) The electrical wiring network throughout the Condominium up to the point of connection with the service leads to each individual unit;

(c) The gas line network throughout the Condominium up to the point of connection with the service leads to each

individual unit;

(d) The telephone, telecommunication and television wiring networks throughout the Condominium up to the point of connection with the service leads to each individual unit;

(e) The plumbing network throughout the Condominium, including that contained within unit walls, up to the point of connection with the service leads to each individual unit;

(f) The water distribution system, sanitary sewer system and storm drainage system, including sump pumps, throughout the general common elements of the Condominium, up to the point of connection with the service leads to each individual unit;

(g) Foundations, supporting columns, unit perimeter walls (but not including window screens and doors therein), roofs, ceilings, floor construction between unit levels, basement floors, and chimneys;

(h) The garage structures (excluding windows and doors therein) and refuse collection areas as contained within such structures.

(i) The community and recreational facilities as shown on Exhibit "B" attached hereto;

(j) Such other elements of the Condominium not 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 Condominium.

Some or all of the utility lines (including mains and service leads) and equipment described in Article IV, paragraphs (1)(b), (c), (d), (e), and (f) 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.

(2) The limited common elements (which means a portion of the common elements reserved for the exclusive use of less than all of the co-owners) are:

(a) The interior of each garage, assigned by unit number and shown on Exhibit "B" hereto, together with the garage windows, garage door and any door opening mechanism, shall be limited in use to the co-owner of the unit to which such garage is appurtenant.

(b) Each individual front porch, entryway, balcony, deck, bridge, terrace, patio, or garden area in the Condominium is restricted in use to the co-owner of the unit which is served by such front porch, entryway, balcony, deck, bridge, terrace, patio, or garden area as shown on Exhibit "B".

(c) Each individual air-conditioner and compressor, furnace and hot water heater shall be restricted in use to the co-owner of the unit which is served by such equipment.

(d) Fireplaces, the interior surfaces of unit perimeter walls (including screens and doors), heating ducts, ceilings and floors contained within a unit shall be subject to the exclusive use and enjoyment of the co-owner of such unit.

(3) The respective responsibilities for the insurance, maintenance, decoration, repair, and replacement of the common elements are as follows:

(a) The cost of insurance, maintenance, repair, and replacement of the limited common elements described in Article IV, paragraphs (2)(a) and (2)(c) above, all patios, and decks installed by co-owners, shall be borne by the co-owner of the unit to which such limited common elements respectively appertain. An exception is that any patio area consisting primarily of lawn area shall be mowed by the Association and any fences between patios, or screening air-conditioning equipment, installed by the original developer or the Association shall be maintained, repaired and replaced by the Association.

(b) The cost of insurance, maintenance, repair, and replacement of the doors, not to include doorwalls and/or sliding glass doors, and screens shall be borne by the co-owner of the unit in which such general common elements are located. The Association may elect to undertake exterior cleaning of window glass.

(c) The cost of insurance, maintenance, repair, and replacement of all other general and limited common elements described above shall be borne by the Association unless such maintenance, repair and replacement is necessitated by co-owner fault (which shall include actions by guests, agents, invitees, tenants, family members, or pets), in which case the co-owner at fault shall bear such costs as exceed any insurance proceeds, including any deductible amount. The costs of decorating and cleaning, (but not repair or replacement except in cases of co-owner fault) of all surfaces referred to in Article IV, paragraphs (2)(a) and (2)(d), shall be borne by the co-owner of each unit to which such surfaces are appurtenant.

(d) The cost of maintaining, repairing and replacing the water heater, garage door opener, internal unit plumbing, dishwasher, refrigerator, stove, oven, garbage disposal, heating and air conditioning equipment and duct work, lighting, and other items that are not common elements but which service a unit, whether or not they are within the unit, shall be the sole responsibility of the co-owner of that unit.

(e) The individual co-owners shall be responsible for the cost and installation of bulbs within the exterior light fixtures of their respective units, although the fixtures themselves shall be maintained by the Association.

(f) The individual co-owners shall be responsible for the cost of the cleaning of, and snow removal from, their respective porches, terraces, patios, bridges, decks, and balconies.

(g) Although all windows in the Condominium are general common elements, the Association shall have a limited responsibility for the cost of replacement of fogged windows and no future financial responsibility for repairing or replacing owner modified windows. At the time of such modification, each Co-owner shall sign a Modification Agreement under which the Co-owner shall assume the responsibility for the future maintenance, repair and replacement of all modified windows.

(h) In the event a co-owner fails to maintain, decorate, repair or replace any items for which he/she is responsible, the Association shall have the right, but not the obligation, to take whatever action or actions it deems desirable to so maintain, decorate, repair or replace any of such limited common elements, all at the expense of the co-owner of the unit. Failure of the Association to take any such action shall not be deemed a waiver of the Association's right to take any such action at a future time. All costs incurred by the Association in performing any responsibilities under this Article IV which are required, in the first instance to be borne by any co-owner, shall be assessed against the co-owner and shall be due and payable with his/her monthly assessment next falling due. Further, the lien for nonpayment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the condominium documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.



# ARTICLE V

## UNIT DESCRIPTION AND PERCENTAGE OF VALUE

(1) Each unit in the Condominium is described in this paragraph with reference to the Condominium Subdivision Plan of Newport West Condominium as surveyed by the preparer thereof and attached as Exhibit "B". Each unit shall include: (1) with respect to each unit which contains a 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 main walls and ceilings and from the finished subfloor, all as shown on the floor plans and sections in Exhibit "B" and delineated with heavy outlines. The dimensions shown on basement plans in Exhibit "B" have been physically measured by the preparer thereof. 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 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 and specifications for the Condominium have been filed with the City of Ann Arbor.

(2) The percentage of value assigned to each unit is set forth in subparagraph (3) 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 administrative expenses and the value of each co-owner's vote at Association meetings. 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 area, to the total (nonbasement) square footage of floor space in all units in the Condominium. The total value of the Condominium is 100.

(3) Set forth below are:

(a) Each condominium unit number as it appears on the Condominium Subdivision Plan.

(b) The street address of each condominium unit.

(c) The type of condominium unit.

(d) The percentage of value assigned to each condominium unit.

<u>Unit Number</u>	<u>Address</u>	<u>Percentage of Value Assigned</u>
1	2202 Pinegrove Court	1.0065
2	2204 Pinegrove Court	1.0900
3	2206 Pinegrove Court	1.0900
4	2208 Pinegrove Court	1.0065
5	2210 Pinegrove Court	1.0065
6	2220 Pinegrove Court	1.0065
7	2222 Pinegrove Court	1.0065
8	2224 Pinegrove Court	1.0900
9	2226 Pinegrove Court	1.0900
10	2228 Pinegrove Court	1.0065
11	2230 Pinegrove Court	0.6617
12	2240 Pinegrove Court	0.8947
13	2242 Pinegrove Court	0.6617
14	2244 Pinegrove Court	0.9847
15	2246 Pinegrove Court	0.6617
16	2248 Pinegrove Court	0.6617
17	2250 Pinegrove Court	0.8947
18	2252 Pinegrove Court	0.6617
19	2254 Pinegrove Court	1.0900
20	2256 Pinegrove Court	1.0900
21	2258 Pinegrove Court	0.6617
22	2260 Pinegrove Court	1.0900
23	2110 Spruceway Lane	1.0900
24	2112 Spruceway Lane	1.0065
25	2120 Spruceway Lane	0.9170
26	2122 Spruceway Lane	0.9170
27	2130 Spruceway Lane	0.9170
28	2132 Spruceway Lane	1.0065
29	2140 Spruceway Lane	0.9170
30	2142 Spruceway Lane	1.0900
31	2144 Spruceway Lane	1.0900
32	2220 Applewood Court	1.0900
33	2222 Applewood Court	1.0900
34	2224 Applewood Court	1.0900
35	2226 Applewood Court	0.8862
36	2150 Spruceway Lane	0.9170
37	2152 Spruceway Lane	1.0900
38	2154 Spruceway Lane	1.0900
39	2156 Spruceway Lane	1.0065
40	2160 Spruceway Lane	1.0900
41	2162 Spruceway Lane	1.0900
42	2164 Spruceway Lane	1.0900
43	2166 Spruceway Lane	1.0065
44	2170 Spruceway Lane	0.9170
45	2172 Spruceway Lane	1.0900
46	2174 Spruceway Lane	1.0065
47	2202 Rivenoak Court	1.0065
48	2204 Rivenoak Court	1.0900
49	2206 Rivenoak Court	0.8947

<u>Unit Number</u>	<u>Address</u>	<u>Percentage of Value Assigned</u>
50	2208 Rivenoak Court	1.0900
51	2210 Rivenoak Court	0.6617
52	2220 Rivenoak Court	0.9170
53	2222 Rivenoak Court	0.9170
54	2224 Rivenoak Court	1.0815
55	2230 Rivenoak Court	1.0900
56	2232 Rivenoak Court	1.0900
57	2240 Rivenoak Court	1.0815
58	2242 Rivenoak Court	0.9170
59	2250 Rivenoak Court	0.9170
60	2252 Rivenoak Court	1.0900
61	2254 Rivenoak Court	1.0900
62	2260 Rivenoak Court	0.9170
63	2270 Rivenoak Court	0.9170
64	2272 Rivenoak Court	1.0815
65	2274 Rivenoak Court	1.0900
66	2276 Rivenoak Court	1.0900
67	2278 Rivenoak Court	1.0815
301	2102 Overlook Court	1.1346
302	2104 Overlook Court	0.8995
303	2106 Overlook Court	1.1346
304	2108 Overlook Court	0.9644
305	2110 Overlook Court	0.7333
306	2112 Overlook Court	0.7333
307	2114 Overlook Court	0.9644
308	2116 Overlook Court	0.8995
309	2118 Overlook Court	0.9968
310	2130 Overlook Court	1.0130
311	2132 Overlook Court	0.9644
312	2134 Overlook Court	0.8995
313	2136 Overlook Court	1.0130
314	2138 Overlook Court	1.0738
315	2140 Overlook Court	0.8995
316	2142 Overlook Court	0.9644
317	2150 Overlook Court	0.8456
318	2152 Overlook Court	1.0130
319	2154 Overlook Court	0.8995
320	2156 Overlook Court	1.0130
321	2160 Overlook Court	1.0130
322	2162 Overlook Court	0.8456
323	2164 Overlook Court	0.9644
324	2170 Overlook Court	1.0130
325	2172 Overlook Court	1.0738
326	2174 Overlook Court	0.8995
327	2176 Overlook Court	0.9644
328	2178 Overlook Court	1.0130
329	2180 Overlook Court	0.9644
501	2202 Applewood Court	0.8862
502	2204 Applewood Court	1.0738
503	2206 Applewood Court	0.7333

<u>Unit Number</u>	<u>Address</u>	<u>Percentage of Value Assigned</u>
504	2208 Applewood Court	0.9644
505	2210 Applewood Court	0.8995
506	2212 Applewood Court	0.9644
507	2214 Applewood Court	<u>0.7333</u>
		100.0000

## ARTICLE VI

### RIGHTS OF MORTGAGE HOLDERS

Notwithstanding any other provision in this Consolidated 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 holders of first mortgages on at least two-thirds (2/3) of the condominium unit of record:

(1) A first mortgage holder, at its request, is entitled to written notification from the Association of any default by the co-owner of a condominium unit in the performance of the co-owner's obligations under the Condominium documents which is not cured within sixty (60) days.

(2) Any first mortgage holder 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.

(3) Any first mortgage holder 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 not be liable for such unit's unpaid dues or charges which accrue prior to the acquisition of title to such unit by the mortgage holder (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all units, including the mortgaged condominium unit).

(4) Unless at least two-thirds (2/3) of the first mortgage holders (based upon one (1) vote for each mortgage owned) and co-owners of the individual condominium units have given their prior written approval, the Association shall not be entitled to:

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

(b) change the pro rata 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 pro rata share of ownership of each unit in the common elements;

(c) partition or subdivide any condominium 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 shall not be deemed a transfer within the meaning of this clause;

(e) 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.

(5) Each first mortgage holder has the right to examine the books and records of the Association and the Condominium.

(6) No condominium unit owner, or any other party, shall have priority over any rights of first mortgage holders of condominium units pursuant to their mortgages in the case of a distribution to condominium unit owners of insurance proceeds or condemnation awards for losses to or a taking of condominium units and/or common elements.

## ARTICLE VII

### DAMAGE TO CONDOMINIUM

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 as Exhibit "A".

## ARTICLE VIII

### EASEMENTS

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. Maintenance easements shall exist to, through and over those portions of the land, structures, buildings, improvements, floors, and walls (including interior unit floors and walls) contained therein for the continuing maintenance and repair of all utilities in the Condominium as originally constructed 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. The Board of Directors of the Association may grant easements over or through or dedicate any portion of any general common element of the Condominium for utility, roadway or safety purposes.

## ARTICLE IX

### AMENDMENT OR TERMINATION

Except as provided in preceding paragraphs, the Condominium shall not be terminated or any of the provisions of this Consolidated Master Deed or attached Exhibits amended unless done in compliance with the following provisions:

(1) The Association may (acting through a majority of its Board of Directors and without the consent of any co-owner or any other person) amend this Consolidated Master Deed and the plans attached as Exhibit "B" in order to correct survey or other errors made in such documents. Further, the Board of Directors make such other amendments to the documents and to the By-Laws attached as Exhibit "A" as long as they do not materially affect any rights of any co-owners in the Condominium or impair the security of any mortgage holder. This includes, but is not limited to, amendments for the purpose of maintaining this Consolidated Master Deed in compliance with the Act and 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.

(2) The Condominium may be terminated only by the agreement of eighty percent (80%) of the co-owners of condominium units and the mortgage holders of two-thirds (2/3) of the first mortgages covering the condominium units.

(3) Agreement of the required majority of co-owners and mortgage holders to the termination of the Condominium shall be evidenced by their execution or ratification of the

termination agreement, and the termination shall become effective only when the agreement is so evidenced of record.

(4) Upon recordation of an instrument terminating the Condominium, the property constituting the Condominium 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 shall have an exclusive right of occupancy of that portion of the property which formerly constituted the condominium unit.

(5) Upon recordation of an instrument terminating the Condominium, any rights the co-owners may have to the assets of the Association 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 the Act.

(6) The Condominium documents may be amended for a proper purpose by the Board of Directors of the Association, without the consent of co-owners, mortgage holders and other interested parties, including changes deemed necessary to comply with the Act, as long as the amendments do not materially alter or change the rights of the co-owners, mortgage holders or other interested parties.

(7) 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, mortgage holders or other interested parties, with the prior written consent of two-thirds (2/3) of the first mortgage holders (based upon one (1) vote for each mortgage owned) and co-owners of the individual condominium units. A co-owner's condominium unit dimensions or appurtenant limited common elements may not be modified without the consent of the co-owner and his/her mortgage holder.

(8) The method or formula used to determine the percentage of value of the units in the project for other than voting purposes, and any provisions relating to the ability or terms under which a co-owner may rent a unit, may not be modified without the consent of each affected co-owner and mortgagee. A co-owner's condominium unit dimensions or appurtenant limited common elements may not be modified without the co-owner's consent.

(9) 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, the costs of which become administrative expenses.

(10) A Master Deed amendment dealing with the addition, withdrawal or modification of units or other physical characteristics of the Condominium shall comply with the standards prescribed in the Act for preparation of an original Condominium Subdivision Plan for the project.

Newport West Condominium Association

By: Mary K. Joscelyn  
Mary K. Joscelyn, President

WITNESSES:

Christin L. Hitchcock

Christin L. Hitchcock

STATE OF MICHIGAN, COUNTY OF WASHTENAW

On this 8<sup>th</sup> day of October, 1997, before me appeared Mary K. Joscelyn, to me personally known, who, being by me sworn, did say that she is the President of Newport West Condominium, the corporation named in and which executed the within instrument, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said Mary K. Joscelyn acknowledged said instrument to be the free act and deed of said corporation.

Cynthia J. Jansen  
Cynthia J. Jansen, Notary Public  
Washtenaw County, Michigan  
My commission expires: 11/29/2001

This document was prepared by  
and when recorded return to:  
Karl R. Frankena  
Conlin, McKenney & Philbrick, P.C.  
350 S. Main Street, Suite 400  
Ann Arbor, Michigan 48104-2131

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(5) Upon recordation of an instrument terminating the Condominium, any rights the co-owners may have to the assets of the Association 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 the Act.

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(8) The method or formula used to determine the percentage of value of the units in the project for other than voting purposes, and any provisions relating to the ability or terms under which a co-owner may rent a unit, may not be modified without the consent of each affected co-owner and mortgagee. A co-owner's condominium unit dimensions or appurtenant limited common elements may not be modified without the co-owner's consent.

(9) 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, the costs of which become administrative expenses.

(10) A Master Deed amendment dealing with the addition, withdrawal or modification of units or other physical characteristics of the Condominium shall comply with the standards prescribed in the Act for preparation of an original Condominium Subdivision Plan for the project.

WITNESSES:

\_\_\_\_\_  
Newport West Condominium  
Association

By: \_\_\_\_\_  
\_\_\_\_\_, President

STATE OF MICHIGAN )  
 ) SS.  
COUNTY OF WASHTENAW )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1997,  
before me appeared \_\_\_\_\_,  
to me personally known, who, being by me sworn, did say  
that \_\_\_\_\_ is the President of Newport West  
Condominium, the corporation named in and which executed  
the within instrument, and that said instrument was signed on  
behalf of said corporation by authority of its Board of  
Directors, and said \_\_\_\_\_  
acknowledged said instrument to be the free act and deed of  
said corporation.

\_\_\_\_\_  
Notary Public  
Washtenaw County, Michigan  
My commission expires: \_\_\_\_\_

This document was prepared by  
and when recorded return to:  
Karl R. Frankena  
Conlin, McKenney & Philbrick, P.C.  
350 S. Main Street, Suite 400  
Ann Arbor, Michigan 48104-2131

13:a:203:newpmd3.dox



EXHIBIT "A"

CONDOMINIUM BY-LAWS

NEWPORT WEST CONDOMINIUM

ARTICLE I.

ASSOCIATION OF CO-OWNERS

Section 1. Newport West Condominium, a condominium, located in the City of Ann Arbor, County of Washtenaw, and 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 in accordance with the Consolidated Master Deed, these By-Laws, the Articles of Incorporation, the Association By-Laws, the duly adopted Rules and Regulations of the Association, and the laws of the State of Michigan. All co-owners in the Condominium and all persons using or entering upon or acquiring any interest in any condominium 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/her condominium unit in the Condominium.

(c) Except as limited by these By-Laws, each co-owner who is current in the payment of his/her assessments shall be entitled to one vote for each condominium unit owned when voting by number and one vote, the value of which shall equal the total of the percentage allocated to the condominium unit owned by such co-owner as set forth in Article V of the Consolidated Master Deed, when voting by value. Voting shall be by value except in those instances when voting is specifically required to be both by value and by number.

(d) No co-owner shall be entitled to vote at any meeting of the Association until evidence of ownership of a condominium unit in the Condominium has been presented to the Association, such as a copy of a recorded deed, signed land contract or title insurance policy. A land contract vendee shall be considered the co-owner for voting purposes. The vote of each co-owner may only be cast by the individual representative designated by such co-owner in the notice required in subparagraph (e) below or by a proxy given by such individual representative.

(e) Each co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such co-owner. Such notice shall state the name and address of the individual representative designated, number(s) of the condominium unit(s) owned by the co-owner, and the name and address of 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) Each co-owner shall notify the Association in writing of the name and address of the mortgage holder for the unit, as well as when there is no longer a mortgage on the unit.

(g) There shall be annual meetings of the members of the Association. 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 mail or delivery to each individual representative designated by the respective co-owners, at least ten (10) days, but not more than sixty (60) days in advance.

(h) The presence in person or by proxy of thirty-five percent (35%) 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 set forth 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.

(i) 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. A

proxy shall be valid only for the particular meeting designated in the proxy. Cumulative voting shall not be permitted.

(j) 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 be required 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.

(k) 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 Consolidated Master Deed, all amendments to the Consolidated Master Deed and other Condominium documents for the Condominium, 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 purchasers and their mortgage holders of condominium units in the condominium project. Such accounts shall be open for inspection by the co-owners during reasonable working hours, and the books and records shall be audited at least once each year by qualified independent auditors if requested in writing by any co-owner; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. The cost of such professional accounting assistance shall be an expense of administration. Income, expenses and position statements shall be prepared at least once annually and distributed to each co-owner, the contents of which shall be defined by the Association. 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. If an audited statement is not available, any holder of a first mortgage on a unit in the Condominium shall be allowed to have an audited statement prepared at its own expense.

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. 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 that 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) To manage and administer the affairs and maintenance of the Condominium and the common elements.
- (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, to enforce assessments through liens and foreclosure proceedings when appropriate and to impose late charges for nonpayment of said assessments.
- (3) To carry insurance and collect and allocate the proceeds.
- (4) To rebuild improvements to the common elements 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.
- (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



Association business purposes, 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 the affirmative vote of sixty percent (60%) of all of the members of the Association in number and in value.

- (8) To make reasonable rules and regulations governing the use and enjoyment of the Condominium by co-owners and their tenants, guests, employees, invitees, families and pets and to enforce such rules and regulations by all legal methods, including, without limitation, imposing fines and late payment charges, or instituting eviction or legal proceedings.
- (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. 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.
- (14) To do anything required of or permitted to it as administrator of the Condominium by the

Condominium By-Laws or by the Michigan Condominium Act, as amended.

(b) The Board of Directors shall employ for the Association a professional management agent, 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 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.

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. 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/her in connection with any proceeding to which he/she may be a party or in which he/she may become involved by reason of his/her being or having been a director or officer of the Association, whether or not he/she is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance, willful and wanton misconduct or gross negligence in the performance of his/her duties; provided, however, 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 administrative expenses.

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 in connection 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, 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. At a minimum, the reserve fund shall be equal to ten percent (10%) of the current annual budget on a noncumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for this particular Condominium, the Board of Directors should carefully analyze the Condominium to determine if a greater amount should be set aside or if additional reserve funds should be established for other purposes from time to time.

In the event of such a determination, the Board of Directors may establish such greater or other reserves without co-owner approval. Upon adoption of the annual budget by the Board of Directors, copies of the budget shall be delivered to each co-owner and the assessment for said year shall be established. The delivery of a copy of the budget to each co-owner shall not affect the liability of any co-owner for any existing or future assessments. Should the Board of Directors at any time determine, in the sole discretion of the Board of Directors, (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation, 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 \$20,000.00 annually for the entire Condominium (adjusted for increases in the Consumers Price Index used by the United States Department of Labor, Bureau of Vital Statistics, Metropolitan Detroit area, since the date of recording of the Consolidated Master Deed), or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary, except that assessments of more than \$20,000.00 may not be made without the prior approval of more than sixty percent (60%) of all co-owners, in value and in number, and their respective mortgagees. Each mortgagee shall be entitled to one vote for each mortgage that it holds on individual units in the project when voting on assessments of more than \$20,000.00. Each vote cast by a mortgagee shall be of equal value. The Board of Directors also shall have the authority, without co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 5. The discretionary authority to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association, and shall not be enforceable by any creditors of the Association or of the members.

(b) Other special assessments may be made by the Board of Directors from time to time and approved by the co-owners to meet other needs or requirements of the Association, including, but not limited to, (1) assessments for additions to the common elements of a cost exceeding \$20,000.00 annually for the Condominium (adjusted for increases in the Consumers Price Index used by the United States Department of Labor, Bureau of Vital Statistics, Metropolitan Detroit area, since the date of recording of the Consolidated Master Deed), (2) assessments to purchase a condominium unit upon foreclosure of the lien for assessments described in Section 6 below, or (3) assessments for any other appropriate purpose not elsewhere described. Special assessments referred to in this subparagraph (b) shall

not be levied without the prior approval of at least sixty percent (60%) of all co-owners in value and in number. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and the members and shall not be enforceable by any creditors of the Association or of the members.

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 unit in Article V of the Master Deed, except as set forth below in subparagraphs (a) and (b).

(a) Common expenses associated with the maintenance, repair, renovation, restoration, or replacement of a limited common element shall be specially assessed against the condominium unit to which that limited common element was assigned at the time the expenses were incurred. If the limited common element involved was assigned to more than one condominium unit, the expenses shall be specially assessed against each of the condominium units equally so that the total of the special assessments equals the total of the expenses.

(b) Any other unusual common expenses benefiting less than all of the units, or any expenses incurred as a result of the conduct of less than all those entitled to occupy the Condominium, or their tenants or invitees, shall be specifically assessed against the unit or units involved, in accordance with such reasonable rules and regulations as shall be adopted by the Board of Directors of the Association.

(c) Annual assessments 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 condominium unit or with acquisition of title to a condominium unit by any other means.

(d) 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. If a delinquency occurs, the Board of Directors may accelerate the due date of the balance of the unpaid annual assessment.

(e) Assessments in default shall bear interest at the rate of not less than seven percent (7%) per annum, plus an additional interest rate surcharge as the Board of Directors shall approve, until paid in full. The interest rate and interest rate surcharge combined applying to delinquent

accounts shall not exceed the limit set by usury laws of the State of Michigan. The Board of Directors shall also adopt uniform late payment charges.

(f) Each co-owner (whether one or more persons) shall be and remain personally liable for the payment of all assessments pertinent to the condominium unit which may be levied while the co-owner is the owner thereof. A purchaser of a unit shall acquire the unit subject to any unpaid assessments against it and shall become personally liable therefor. A co-owner selling a unit shall not be entitled to any refund whatsoever from the Association with respect to any account, reserve or other asset of the Association.

Section 5. Co-owners may not exempt themselves from liability for their contribution toward administrative expenses by waiver of use or enjoyment of any of the common elements or by the abandonment of their condominium unit.

Section 6. In addition to any other remedies available to it, 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 Condominium, shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement.

(a) The provisions of Michigan law pertaining to foreclosure of mortgages by court action and by advertisement, as the same may be amended from time to time, are incorporated 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.

(b) Each co-owner in the Condominium shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by Michigan law.

(c) The co-owner of a unit in the Condominium acknowledges that at the time of acquiring title to such unit he/she was notified of the provisions of this section and that he/she 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.

(d) Neither a court foreclosure action nor a lawsuit for money judgment shall be commenced, or any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by ordinary mail addressed to the delinquent co-owner at his/her last known address and/or to the representative designated in the written notice required by Article I 2(e) 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.

(e) The written notice shall be accompanied by an affidavit of an authorized representative of the Association that sets forth (i) the representative'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.

(f) The affidavit shall be recorded at the Register of Deeds of Washtenaw County prior to the commencement of any foreclosure proceeding. It need not have been recorded as of the date of mailing.

(g) If the delinquency is not cured within ten (10) days, the Association may take remedial action which it elects or is permitted under Michigan law. If the Association elects to foreclose the lien by advertisement, the Association shall notify the representative that he/she may request a court hearing by bringing suit against the Association.

(h) 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 charged to the co-owner in default and shall be secured by the lien on his/her unit.

(i) In the event that a co-owner defaults on any installment of the annual assessment the Association shall have the right to declare all unpaid installments of the annual assessment for the 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 Condominium, except as shall be necessary for purposes of ingress to and egress from his/her unit, and shall not be entitled to vote at any meeting of the Association, and his/her percentage of

value shall not be taken into consideration when determining the quorum requirements for such meetings, so long as such default continues.

(j) In a court foreclosure action, a receiver may be appointed to collect a reasonable rental for the unit from the co-owner or any persons claiming under him/her and, if the unit is not occupied, to lease the unit and collect and apply the rental therefrom to any delinquency owed to the Association. All of these remedies shall be cumulative and not alternative and shall not preclude the Association from exercising such other remedies as may be available at law or in equity.

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

(a) Amounts due the State, or any subdivision of the State, or any municipality for taxes and special assessments due and unpaid on the condominium unit.

(b) Payments due under a first mortgage which has priority.

(c) A purchaser/grantee is entitled to a written statement from the Association setting forth the amount of unpaid assessments against the seller/grantor. The purchaser/grantee is not liable for, nor is the condominium unit conveyed subject to a lien for any unpaid assessments against the seller/grantor for more than the amount set forth in the written statement. As provided in the Act, unless the purchaser/grantee requests a written statement from the Association at least five (5) days before the sale, the purchaser/grantee shall be liable for unpaid assessments against the condominium unit with interest, costs and actual attorney fees incurred in the collection.

Unpaid sums assessed to a co-owner by the Association constitute a lien upon the unit or units in the project owned by the co-owner at the time of the assessment superior to other liens except tax liens on the unit in favor of any State or Federal taxing authority and sums paid on a first mortgage of record. However, past due assessments which are evidenced by a notice of lien, recorded according to the Act, have priority over a subsequently recorded first mortgage. The lien upon each unit owned by a co-owner shall be in the amount assessed against the unit, plus a proportionate share of the total of all other unpaid assessments due on units no longer owned by the co-owner, but which became due while the co-owner had title to the

units. The lien may be foreclosed by court action or by advertisement by the Association in the name of the Condominium on behalf of the other co-owners.

Section 7. Special assessments and property taxes shall be assessed against the individual condominium units identified as units on the Condominium Subdivision Plan and not on the total property of the Condominium. Special assessments and property taxes in any year in which the property existed as an established Condominium on the tax day shall be assessed against the individual condominium unit. Condominium units shall be described for such purposes by reference to the condominium unit number on the Condominium Subdivision Plan together with the liber and page of the county records in which the approved Consolidated 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(s), and no assessment of any fractional part 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.

Section 8. A construction lien concerning a condominium arising under Act No. 497 of the Public Acts of 1980, being Section 570.1101 to 570.1305 of the Michigan Compiled Laws, is subject to the following limitations:

(a) Except as otherwise provided in this section, a construction lien for an improvement furnished to a condominium unit or to a limited common element shall attach only to the condominium unit to which the improvement was furnished.

(b) A construction lien for an improvement authorized by the Association shall attach to each condominium unit only to the proportional extent that the co-owner of the condominium unit is required to contribute to the expenses of administration, as provided by the Condominium documents.

(c) A construction lien shall not arise or attach to a condominium unit for work performed on the common elements if the work was not contracted for by the Association.

Section 9. Any co-owner bringing an unsuccessful lawsuit against the Association and/or its Board of Directors for the administration of the affairs of the Association, found to be

consistent with the provisions contained in the Condominium documents, shall be charged by the Board of Directors for all expenses incurred by the Association. Such expenses may be collected by the Association in the same manner as an assessment.

### ARTICLE III.

#### ARBITRATION

Section 1. Disputes, claims or grievances arising out of or relating to the interpretation or application of the Condominium documents 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 involved, including the Association, be submitted to arbitration. The parties thereto shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association, as amended and in effect from time to time hereafter, shall be applicable to any such arbitration.

Section 2. In the absence of the decision and written consent of the parties to abide by arbitration, 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 property coverage for all risks of direct physical loss and liability insurance, fidelity coverage and worker's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the common elements and condominium units of the Condominium. 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, co-owners and their mortgage holders, as their interests may appear. Provision

shall be made for certificates to be issued to the mortgage holders of co-owners. Each co-owner may obtain additional insurance coverage at his/her own expense on the unit. It shall be the co-owner's responsibility to obtain insurance coverage for personal property located within the unit or elsewhere in the Condominium, for improvements and betterments to the unit and for alternative living expenses in event of fire or other catastrophe. This shall include insurance on limited common elements, including windows, screens and doors appurtenant to the condominium unit. The Association shall have absolutely no responsibility for obtaining such coverages. The Association and all co-owners shall use their best efforts to see that all property and liability insurance carried by the Association or any co-owner shall contain appropriate provisions whereby the insurer waives its 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 and condominium units of the Condominium shall be insured against all risks of direct physical loss 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 condominium unit and include the pipes, wires, conduits, and ducts contained therein and shall further include all fixtures, equipment and trim within a condominium unit which were furnished with the unit as standard items in accordance with the plans and specifications (or such replacements as do not exceed the cost of such standard items). Any improvements made by a co-owner within a unit shall be covered by insurance obtained by and at the expense of the co-owner; provided, however, that, if the Association elects to include such improvements under its insurance coverage, any additional premium cost to the Association shall be assessed and borne solely by the co-owner and collected as a part of or in addition to the assessments against the co-owner under Article II.

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

(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, the co-owners and their mortgage holders, as their interests may appear. 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 that loss shall be applied to its repair or reconstruction. In no event shall hazard insurance proceeds be used for any other purpose unless two-thirds (2/3) of all of the institutional holders of first mortgages on units in the Condominium have given their prior written consent.

(e) On any claim of the above-mentioned policies which is subject to a deductible amount, the deductible amount shall be paid by the co-owner of the unit which is damaged or which unit has appurtenant to it the damaged limited common element. In the event that more than one unit is damaged, then the deductible amount shall be apportioned between and paid by the co-owners of units which are damaged or which units have appurtenant to them the damaged limited common element, based upon a fraction, the numerator of which is the dollar amount of the damage done to a particular unit, and the denominator of which is the total dollar amount of damage done to all units from one specific incident. If the damage is to a limited common element appurtenant to more than one unit, then the deductible amount shall be paid proportionately by the appurtenant units based upon a fraction, the numerator of which is the percentage of value assigned to a particular unit, and the denominator of which is the sum of the percentages of value assigned to those units appurtenant to the damaged limited common element. In the case of damage to a general common element, the deductible shall be paid by the Association.

Section 2. Each co-owner of a unit in the Condominium, shall be deemed to appoint the Association as his/her true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of property insurance, liability insurance, fidelity coverage, worker's compensation insurance, if applicable, with the insurance company for the Condominium. The Association, as said attorney, shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums, to collect proceeds, and to distribute the same to the Association, the co-owners and their respective mortgage holders, as their interests may appear (subject always to the Condominium documents), to execute releases of liability, and to execute all documents and do all things on behalf of the co-owner and the Condominium as shall be necessary or convenient to accomplish 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 condominium unit, the property shall be rebuilt or repaired if any condominium 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 condominium 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 two-thirds (2/3) 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 Consolidated Master Deed and the plans and specifications for the Condominium to a condition as comparable as possible to the condition existing prior to damage unless the co-owners shall unanimously decide otherwise.

Section 3. If the damage is only to a part of a condominium 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. In all other cases, the responsibility for reconstruction and repair shall be that of the Association. In the event that a co-owner does not commence making repairs as required within 30 days of the occurrence of the damage and diligently pursue such repairs to completion, the Board of Directors may make such repairs. The costs thereof shall constitute an additional assessment against such co-owner, due and enforceable as provided in these By-Laws for other assessments.

Section 4. Each co-owner shall be responsible for the reconstruction, repair and maintenance of the interior of his/her condominium unit, including, but not limited to,

floor coverings, wall coverings, window shades, draperies, interior nonload-bearing walls (but not any common elements therein), walls contained wholly within the unit, and pipes, wires, conduits, and ducts therein (after connection with fixtures), interior trim, furniture, light fixtures, and all appliances and equipment, whether freestanding or built-in. 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, and the reconstruction or repair shall be the responsibility of the Association in accordance with Section 8. However, any deductible amount is to be paid by the co-owner to whom the damage occurred. 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 responsible for the deductible amount, if any, and shall be entitled to receive the proceeds of insurance relative to it. If there is a mortgage endorsement, the proceeds shall be payable to the co-owner and the mortgage holder 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 condominium unit in the Condominium. The Association shall have a lien for any funds advanced on behalf of any co-owner.

Section 5. Every co-owner shall perform promptly all maintenance and repair work within his/her own unit, which, if omitted, would affect the common elements or another unit(s), each co-owner being expressly responsible for the damages consequently resulting from such omission. Repairs of installations within a unit such as telephone, heating and cooling systems, water, sewer and plumbing systems, doors, lamps and all other accessories including water faucets, tanks and fixtures, but excluding water meters, shall be an expense of the co-owner. Each co-owner shall reimburse the Association for any expense incurred in repairing or replacing any common elements damaged through the fault of the co-owner.

Section 6. A co-owner who desires to make a repair or structural modification of his/her condominium unit shall first obtain written consent from the Association. The Association shall not give its consent if such repair or modification might jeopardize or impair the structural soundness, safety, utility, or harmonious appearance of the Condominium.

Section 7. Any person designated by the Association shall have access to each condominium unit as necessary during reasonable hours and 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 condominium unit without notice for making emergency repairs necessary to prevent damage to other condominium units or the common elements, or both.

Section 8. The Association shall be responsible for the reconstruction, repair and maintenance of the common elements and any incidental damage to a condominium 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 required reconstruction or repair, 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 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 9. 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 condominium unit by eminent domain, the co-owner and his/her mortgage holder, as their interest may appear, shall be entitled to receive the award for such taking and, after acceptance, shall be divested of all interest in the Condominium with regard to such unit. In the event that any condemnation award shall become payable to any co-owner whose condominium 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 condominium 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 condominium unit to the owner and his/her mortgage holder, as their interests may appear.

(b) If there is any taking of any portion of the Condominium other than any condominium unit, the condemnation proceeds relative to such taking shall be paid to the Association, and the affirmative vote of at least two-thirds

(2/3) 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 mortgage holders, as their respective interests may appear, in accordance with their respective percentages of value set forth in Article V of the Consolidated Master Deed.

(c) In the event the Condominium continues after taking by eminent domain, then the remaining portion of the Condominium shall be resurveyed and the Consolidated Master Deed amended accordingly and, if any condominium unit shall have been taken, then Article V of the Consolidated 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 by any co-owner.

(d) In the event any condominium unit in the Condominium or any portion thereof, or the common elements or any portion thereof, is made the subject matter of condemnation or eminent domain proceedings, or is otherwise sought to be acquired by a condemning authority, the Association shall promptly notify each institutional holder of a first mortgage lien on any of the units in the Condominium, provided that the name and address of each has been provided to the Association.

(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 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 divested from the co-owners of a condominium unit shall be reallocated among the other condominium units in the Condominium 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. The court shall enter a decree reflecting the reallocation of undivided interests, 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 resulting reallocation of undivided interests, and the award shall include just compensation to the co-owner of the condominium unit for the co-owner's entire undivided interest in the common elements and for the entire condominium unit.

(g) Votes in the Association and liability for future administrative expenses 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. A condominium unit partially taken shall receive a reallocation as though the voting strength in the Association was reduced in proportion to the reduction in the undivided interests in the common elements.

Section 10. 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 at least two-thirds (2/3) of the co-owners based upon assigned voting rights shall be binding on all co-owners.

## ARTICLE VI.

### RESTRICTIONS

#### Section 1.

(a) No condominium unit shall be used for other than single-family residential 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, or as otherwise defined by the City of Ann Arbor Zoning Ordinance. Upon written request, the Association

may permit reasonable exceptions to the restriction imposed by this section.

(b) No more than four (4) persons may continuously occupy any unit described as a two-bedroom unit, and no more than six (6) persons may continuously occupy any unit described and/or utilized as a three-bedroom unit in the Consolidated Master Deed. Continuous occupancy shall mean occupancy for more than thirty (30) nights in any calendar year.

#### Section 2.

(a) A co-owner desiring to rent or lease a condominium unit for a period of longer than 30 consecutive days shall disclose that fact in writing to the Association at least 10 days before presenting a lease form to a potential lessee, and at the same time shall supply the Association with a copy of the exact lease form for its review for compliance with the Condominium documents.

(b) No rooms in a condominium unit may be rented and no tenant shall be permitted to occupy except under a lease, the initial term of which is at least six (6) months unless specifically approved in writing by the Association.

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

(d) If the Association determines that the tenant or nonco-owner occupant failed to comply with the conditions of the Condominium documents, the Association shall take the following action:

(1) The Association shall notify the co-owner by certified mail advising of the alleged violation by the tenant.

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

(3) If, after fifteen days, the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf an action for both eviction against the tenant or nonco-owner occupant and simultaneously for money damages 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 may hold both the tenant and the co-owner liable for any damages to the general common elements caused by the co-owner or tenant in connection with the condominium unit or Condominium.

(e) When a co-owner is in arrearage to the Association for assessments, the Association may give written notice of the arrearage to the 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. The deduction shall not be a breach of the rental agreement or lease by the tenant. Any tenant failing to make such payments after receiving written notice from the Association shall become personally liable for their payment to the Association.

Section 3. No co-owner shall make alterations in exterior appearance or make structural modifications to his/her condominium 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 advance written approval of the Board of Directors, including (but not limited to) 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 replacement of doors and windows and only such modifications as do not impair the soundness, safety, utility, or harmonious appearance of the Condominium.

Section 4. No noxious, unlawful or offensive activity shall be carried on in any condominium 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/her condominium 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 shall be maintained by any co-owner unless specifically approved in writing by the Association.

(a) No animal may be kept or bred for any commercial purpose, and all animals shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No dog that barks and can be heard on any frequent or continuing basis shall be kept in any unit or on the common elements.

(b) No dog houses or unattended tethering of dogs shall be permitted on the general common elements. 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.

(c) Deposits of fecal matter shall be made only in those areas specifically designated for such purpose by the Association or the Association may require that each co-owner be responsible for the collection and disposition of all fecal matter deposited by any pet maintained by such co-owner.

(d) 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 accommodating animals within the Condominium.

(e) The Association may, without liability to the owner, 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.

(f) 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. In the event of any violation of this Section, the Board of Directors may assess fines for such violation in accordance with these By-Laws and in accordance with duly adopted rules and regulations of the Association.

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 designated areas at all times and shall not be permitted to remain elsewhere on the common elements except for such short periods as may be reasonably necessary to permit periodic trash collection. 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/her condominium 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 facility 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 motor vehicles used for personal transportation and 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. No inoperative vehicles of any type may be brought or stored upon the Condominium premises either temporarily or permanently. 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 three cars, in which event one car only may be parked in the duly designated but unassigned parking spaces on the common elements. In the event that there arises a shortage of parking spaces due to maintenance of more than three 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 three cars by the occupants of any one condominium unit shall be prohibited, except with the revocable written approval of the Association in the event space is reasonably

available. Co-owners shall, if the Association requires, 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 family member 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 condominium unit or on the common elements, including "for sale" signs, without written permission from the Association.

Section 11. Reasonable regulations consistent with the Act, the Consolidated Master Deed and these By-Laws concerning the use and enjoyment of the condominium units and common elements may be made and amended from time to time by any Board of Directors of the Association. Copies of all such regulations and amendments shall be furnished to all co-owners and shall become effective thirty (30) days after mailing or delivery 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.

Section 12. The Association or its duly authorized agents shall have access to each condominium unit during reasonable working hours and upon notice to the co-owner 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 condominium unit at all times without notice as may be necessary to make emergency repairs to prevent damage to the common elements or to another condominium unit. It shall be the responsibility of each co-owner to provide the Association means of access to his/her condominium 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 caused to his/her condominium unit 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 limited common element patio area appurtenant solely to his/her unit wherein plantings shall be installed and maintained by the co-owner with the approval of materials and design by the Association. The Board of Directors may also designate such other areas adjacent to each unit wherein a co-owner may install approved landscaping.

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 balcony or patio or any other place which is visible from the street or other common elements, and only furniture and equipment consistent with ordinary balcony or patio use shall be permitted to remain there during seasons when balconies or patios are reasonably in use, and no furniture or equipment of any kind shall be stored on balconies or patios during seasons when balconies or patios are not reasonably in use.

Section 16. Each co-owner shall maintain his/her condominium unit and any appurtenant limited common elements for which he/she has maintenance responsibility in a safe, clean and sanitary condition. Each co-owner shall also use due care to avoid damaging any of the common elements, including, but not limited to, the telephone, water, gas, plumbing, electrical, or other utility conduits and systems and any other elements in a condominium unit which are appurtenant to any other condominium unit.

(a) 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 a family member, guests, tenants, 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.

Section 17. The Condominium shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private, residential community for the benefit of the co-owners and all persons interested in the Condominium.

Section 18. All co-owners, their tenants and invitees, shall maintain the heat in their units to a minimum of 55 degrees because of the danger of freezing water pipes that would damage the common elements. Garage doors shall remain closed at all times when the garages are not in active use.

## ARTICLE VII.

### MORTGAGES

Section 1. Any co-owner who mortgages his/her condominium unit shall notify the Association of the name and address of the mortgage holder. The Association shall maintain such information in a book entitled "Mortgages of Units". At the written request of a mortgage holder, which provides its name and address, and the unit number or address on which it has a mortgage, the Association shall give written notification to the mortgage holder of any default by the co-owner of such condominium unit which is not cured within sixty (60) days.

Section 2. The Association shall notify each mortgage holder appearing in said book of the name of each company insuring the Condominium against fire, perils covered by "all risk" property coverage, fidelity coverage, public liability, and vandalism and malicious mischief, and the amount of such coverage, as well as of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

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

Section 4. Any mortgage holder which acquires title to a condominium 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 first mortgage holders (based upon one (1) vote for each mortgage owned) and co-owners of the individual condominium units have given their prior written approval, the Association shall not:

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

(b) following the recording of the Consolidating Master Deed, change the pro rata 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 pro rata share of ownership of each condominium unit in appurtenant real estate and any improvements thereon which are owned by the co-owners in the Condominium in undivided pro rata interests ("common elements");

(c) partition or subdivide any condominium 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 shall not be deemed a transfer within the meaning of this clause); or

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

Section 6. Whenever a notice requirement appears in these By-Laws for the benefit of a mortgage holder which requires a response in support of or against a proposal submitted by the Association, the mortgage holder shall respond within thirty (30) days of receipt of said notice or the lack of response shall be deemed as approval of the proposal, provided the notice was delivered by certified mail, with a "return receipt" requested.

Section 7. Upon written request submitted to the Association, any institutional holder of a first mortgage lien on any unit in the Condominium shall be entitled to receive written notice of all meetings of Association members 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 unit in the Condominium which comes into possession of the condominium 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 condominium unit which accrue prior to the time such holder acquires title to the condominium unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all units, including the mortgaged condominium unit).

Section 9. The Association shall give the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association and all other mortgage holders of record notice (c/o Servicer at Servicer's address) in writing of (a) any loss to or the taking of the common elements and related facilities of the Condominium if such loss or taking exceeds Ten Thousand Dollars (\$10,000.00), or (b) 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 mortgage holder if such damage exceeds One Thousand Dollars (\$1,000.00). This section shall apply only if the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association or any other mortgage holders holds a mortgage on a condominium unit in the Condominium and has 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 mortgage holders of condominium units pursuant to their mortgages in cases 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 (1/3) or more in number of the co-owners voting in person or by instrument in writing signed by them. 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 2. These By-Laws may be amended by an affirmative vote of a majority of the Board of Directors, provided that such amendments do not materially alter or change the rights of co-owners, mortgage holders or other

interested parties, and to keep these By-Laws in compliance with the Act.

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 percent (60%) of all co-owners in number and in value, and two-thirds (2/3) of all first mortgage holders 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, the costs of which are administrative expenses.

Section 4. A copy of each amendment to these By-Laws shall be recorded in the Office of the Washtenaw County Register of Deeds and 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 Condominium irrespective of whether such persons actually received a copy of the amendment.

Section 5. Eligible mortgage holders, those holders of a first mortgage on a unit who have requested the Association to notify them on any proposed action that requires the consent of a specified percentage of eligible mortgage holders, also shall have the right to join in the decision making about certain amendments to the Condominium documents.

Section 6. Any amendment to these Condominium By-Laws shall become effective upon recording such amendment in the Office of the Washtenaw County Register of Deeds. Without the prior written approval of two-thirds (2/3) of all institutional holders of first mortgage liens on any unit in the Condominium, no amendment to these By-Laws shall become effective which involve any change, direct or indirect, in Article I, Sections 3 and 4(b), Article II, Sections 3(a) and 4, Article IV, Section 1(d), Article V, Sections 1, 4 and 8, Article VII, Sections 1, 4, 5, 8, 9, and 10, Article VIII, Sections 3 and 6, or Article XI, Section 1, or to any other provision that decreases the benefits or increases the obligations or materially affects the rights of any members of the Association, as further identified by the Federal National Mortgage Association's legal guidelines in Chapter 4, Conventional Projects, Legal Requirements, of the current issue of the Federal National Mortgage

Association's Lending Guide.

## ARTICLE IX.

### COMPLIANCE

Section 1. The Association and all present or future co-owners, tenants, future tenants, or any other persons acquiring an interest in or using the facilities of the Condominium in any manner are subject to and shall comply with the Act, as amended, and 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 that the Condominium documents conflict with the provisions of the Act, the Act shall govern.

## ARTICLE X.

### DEFINITIONS

Section 1. All terms used herein shall have the same meaning as set forth in the Consolidated 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 assessments, or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved co-owner or co-owners.

(b) In any proceedings arising because of alleged default by a co-owner, the Association, if successful, may recover the costs of the proceedings and such actual and reasonable attorneys' fees (not limited to statutory fees) as may be determined by the court. 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 to enter upon the common elements, limited or general, or into any condominium unit where reasonably necessary, and summarily remove and abate, at the expense of the co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium documents. The Association shall have no liability to any co-owner arising out of the exercise of its removal and abatement power authorized herein.

(d) The violation of any of the provisions of the Condominium documents by any co-owner shall be grounds for assessment by the Board of Directors of monetary fines for such violations. No fine may be assessed unless rules and regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice given to all co-owners in the same manner as prescribed in the Association By-Laws. Thereafter, fines may be assessed only upon notice to the offending co-owner as prescribed in the Association By-Laws and after an opportunity for such co-owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article II of these By-Laws. No fine shall be levied for the first violation. No fine shall exceed Twenty-Five Dollars (\$25.00) for the second violation, Fifty Dollars (\$50.00) for the third violation, or One Hundred Dollars (\$100.00) for any subsequent violation.

(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, provision, covenant, or condition in the future.

(g) All rights, remedies and privileges granted to the Association and its co-owner(s) by 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 any one. This shall not preclude the party from exercising other additional rights, remedies or privileges as may be available by law.

## 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.

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## NON-PROFIT

### RESTATED ARTICLES OF INCORPORATION

These Restated Articles of Incorporation are signed pursuant to the provisions of Act 162 Public Acts of 1982, as amended, by the undersigned corporation and provide as follows:

1. The present name of the corporation is Newport West Condominium Association.
2. The corporation identification number (CID) assigned by the Bureau is 858-089.
3. All former names of the corporation are the same.
4. The date of filing the original Articles of Incorporation was July 18, 1972.
5. These Restated Articles of Incorporation were duly adopted on the 22nd day of August, 1997, in accordance with the provisions of Section 642 of the Act. These Restated Articles of Incorporation restate, integrate, and do further amend the provisions of the Articles of Incorporation and were duly adopted by the vote of the members. The necessary number of votes were cast in favor of these Restated Articles of Incorporation.

The following Restated Articles of Incorporation supersede the Articles of Incorporation, as amended, and shall be the Articles of Incorporation for the corporation:

#### ARTICLE I.

The name of the corporation is Newport West Condominium Association.

#### ARTICLE II.

The purpose or purposes for which the Association is organized are as follows:

- (a) To manage and administer the affairs of and to

maintain Newport West Condominium, a condominium (hereinafter called the "Condominium");

- (b) To levy against and collect assessments from the members of the Association and to use those proceeds for the purposes of the Association, to enforce assessments through liens and foreclosure proceedings when appropriate, and to impose late charges for nonpayment of assessments;
- (c) To carry insurance and to collect and allocate any proceeds;
- (d) To rebuild improvements to the common elements after casualty;
- (e) To contract for and employ persons, firms or corporations to assist in the management, operation, maintenance, and administration of the Condominium;
- (f) To make reasonable rules and regulations governing the use and enjoyment of the Condominium by members and their tenants, guests, employees, invitees, families and pets and to enforce such rules and regulations by all legal methods, including, but not limited to, imposing fines and late payment charges, or instituting eviction or legal proceedings;
- (g) To own, maintain and improve, and to buy, sell, convey, assign, mortgage, or lease (as landlord or tenant) any real and personal property, or any interest therein, including but not limited to, any unit in the Condominium, any easements or licenses or any other real property, whether or not contiguous to the Condominium, for the benefit of the Association members and to further any Association purpose;
- (h) To borrow money and issue evidences of indebtedness to further any or all of the objects of its business; to secure the same by mortgage, pledge or other lien;

- (i) To enforce the provisions of the Consolidated Master Deed, the Condominium By-Laws, the Association By-Laws, and of these Articles of Incorporation and Rules and Regulations of the Association as may be adopted;
- (j) To do anything required of or permitted to it as Administrator of said Condominium by the Consolidated Master Deed or By-Laws or by Act No. 59 of Public Acts of 1978, as from time to time amended;
- (k) To make and perform any contract necessary, incidental or convenient to the administration, management, maintenance, repair, replacement, and operation of said Condominium and to the accomplishment of any of the purposes thereof.

### ARTICLE III.

Said Association is organized on a non-stock membership basis.

The amount of assets which said Association possesses is:

Real Property	None
Personal Property	\$ _____

(The valuation of the above assets was as of December 31, 1996.)

Said Association is financed by assessment of members.

### ARTICLE IV.

(a) The address of the current registered office is: 2035 Hogback Road, Ann Arbor, Michigan 48105.

(b) The mailing address of the current registered office is: 2035 Hogback Road, Ann Arbor, Michigan 48105.

(c) The name of the current resident agent is: Pasco Property Management, Inc.

### ARTICLE V.

Any action required or permitted to be taken at an annual or special meeting of members may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by enough members necessary to authorize or take the action at a meeting at which all members entitled to vote were present and voted. Prompt notice of the taking of the

corporate action without a meeting by less than unanimous written consent shall be given to members who have not consented in writing.

### ARTICLE VI.

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

- (a) Each co-owner of a unit in the Condominium shall be a member of the Association, and no other person or entity shall be entitled to membership.
- (b) Membership in the Association shall be established by acquisition of fee simple title to a unit in the Condominium, or purchase of a unit on a land contract. A deed or other instrument establishing a change of record title to a condominium unit shall be recorded with the Register of Deeds of Washtenaw County, and a copy furnished to the Association. At that time the new co-owner becomes a member of the Association, and the prior co-owner's membership is terminated.
- (c) A member's share in the funds and assets of the Association cannot be assigned, pledged, encumbered, or transferred in any manner except as an appurtenance to his/her unit in the Condominium.
- (d) Voting by members shall be in accordance with the Association By-Laws.

### ARTICLE VII.

A volunteer director shall not be personally liable to the Association or its co-owners for monetary damages for breach of the director's fiduciary duty, except where there is:

- (a) A breach of the director's duty of loyalty to the Association or its co-owners;
- (b) Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
- (c) A violation of Michigan Statutes Annotated Section 21.200(551);

- (i) To enforce the provisions of the Consolidated Master Deed, the Condominium By-Laws, the Association By-Laws, and of these Articles of Incorporation and Rules and Regulations of the Association as may be adopted;
- (j) To do anything required of or permitted to it as Administrator of said Condominium by the Consolidated Master Deed or By-Laws or by Act No. 59 of Public Acts of 1978, as from time to time amended;
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- (b) Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
- (c) A violation of Michigan Statutes Annotated Section 21.200(551);

- (d) A transaction from which the director derived an improper personal benefit; or
- (e) An act or omission that is grossly negligent.

If the Michigan Nonprofit Corporation Act is subsequently amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Association shall be eliminated or limited to the fullest extent permitted by the Michigan Nonprofit Corporation Act, as so amended.

Any repeal or modification of the foregoing provisions of this Article by the co-owners of the Association shall not adversely affect any right or protection of a director of the Association existing at the time of such repeal or modification.

#### ARTICLE VIII.

The Association assumes the liability for all acts and omissions of a nondirector volunteer if all of the following are met:

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

#### ARTICLE IX.

These Articles of Incorporation may be amended, altered, changed, or repealed only by the affirmative vote of not less than two-thirds (2/3) of the entire membership of the Association; provided, that in no event shall any amendment

make changes in the qualification for membership or the voting rights of members without the unanimous consent of the membership.

Signed this 8<sup>th</sup> day of October, 1997.

By: Mary K. Boscelyn  
 Mary K. Boscelyn  
 Its: President

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- (e) The nondirector volunteer's conduct was not a tort arising out of the ownership, maintenance or use of a motor vehicle for which tort liability may be imposed as provided in section 3135 of the Insurance Code of 1956, Act No. 218 of the Public Acts of 1956, being section 500.3135 of the Michigan Compiled Laws.

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Signed this \_\_\_\_\_ day of \_\_\_\_\_, 1997.

By: \_\_\_\_\_  
Mary K. Joscelyn  
Its: President

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5. These Restated Articles of Incorporation were duly adopted on the 22nd day of August, 1997, in accordance with the provisions of Section 642 of the Act. These Restated Articles of Incorporation restate, integrate, and do further amend the provisions of the Articles of Incorporation and were duly adopted by the vote of the members. The necessary number of votes were cast in favor of these Restated Articles of Incorporation.

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- (c) To carry insurance and to collect and allocate any proceeds;
- (d) To rebuild improvements to the common elements after casualty;
- (e) To contract for and employ persons, firms or corporations to assist in the management, operation, maintenance, and administration of the Condominium;
- (f) To make reasonable rules and regulations governing the use and enjoyment of the Condominium by members and their tenants, guests, employees, invitees, families and pets and to enforce such rules and regulations by all legal methods, including, but not limited to, imposing fines and late payment charges, or instituting eviction or legal proceedings;
- (g) To own, maintain and improve, and to buy, sell, convey, assign, mortgage, or lease (as landlord or tenant) any real and personal property, or any interest therein, including but not limited to, any unit in the Condominium, any easements or licenses or any other real property, whether or not contiguous to the Condominium, for the benefit of the Association members and to further any Association purpose;
- (h) To borrow money and issue evidences of indebtedness to further any or all of the objects of its business; to secure the same by mortgage, pledge or other lien;

# NEWPORT WEST CONDOMINIUM ASSOCIATION

## BY-LAWS

### ARTICLE I.

#### ADOPTION OF CONDOMINIUM BY-LAWS

The By-Laws of Newport West Condominium, a condominium, (hereinafter known as the Condominium By-Laws) as attached to the Consolidated Master Deed and recorded in Liber \_\_\_\_\_, Pages \_\_\_\_\_ through \_\_\_\_\_, Washtenaw County Records are hereby incorporated by reference and adopted in their entirety as a part of the By-Laws of this Corporation (hereinafter known as the Association By-Laws).

### ARTICLE II.

#### MEETINGS

Section 1. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the co-owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Roberts Rules of Order when not otherwise in conflict with the Articles of Incorporation and By-Laws of the Association, or the Consolidated Master Deed, Condominium By-Laws or the laws of the State of Michigan.

Section 2. The annual meetings of the co-owners shall be held on a date set by the Board of Directors during the month of March each year. At such meetings there shall be elected by ballot of the co-owners a Board of Directors in accordance with the requirements of Section 1 of Article III of these By-Laws. The co-owners may also transact such other business of the Association as may properly come before them.

Section 3. It shall be the duty of the President to call a special meeting of the co-owners as directed by resolution of the Board of Directors or upon a petition signed by one-third (1/3) of the co-owners presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held,

upon each co-owner of record, at least seven (7) days but not more than sixty (60) days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each co-owner at the address shown in the notice required to be filed with the Association by Article I, Section 2(e) of the Condominium By-Laws shall be deemed notice served. Any co-owner may, by written waiver of notice signed by such co-owner, waive such notice, and such waiver, when filed in the records of the Association shall be deemed due notice.

Section 5. The presence in person or by proxy of thirty-five percent (35%) in number and in value of the co-owners qualified to vote shall constitute a quorum for holding a meeting of the co-owners, 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 questions upon which the vote is cast.

Section 6. If any meeting of co-owners cannot be held because a quorum is not in attendance, the co-owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 7. The order of business at all meetings of the co-owners shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspectors of election (at annual meetings or special meetings held for the purpose of electing Directors or officers); (g) election of Directors (at annual meetings or special meetings held for such purpose); (h) unfinished business; and (i) new business. Meetings of co-owners shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be President, Vice President, Secretary, and Treasurer.

Section 8. Any action which may be taken at a meeting of the co-owners (except for the election or removal of Directors) may be taken without a meeting by written ballot of the co-owners. Ballots shall be solicited in the same manner as provided in Section 4 for the giving of notice of meetings of co-owners. Such solicitations shall specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which the ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the co-owner specifies a choice, the vote shall be cast in accordance therewith. Approval by written

ballot shall be constituted by receipt, within the time period specified in the solicitation, of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

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

### ARTICLE III

#### BOARD OF DIRECTORS

Section 1. The affairs of the Association shall be governed by the Board of Directors all of whom must be co-owners. Directors shall serve without compensation.

Section 2. The Board of Director shall be composed of five (5) persons. Two (2) or three (3) directors shall be elected at the annual meeting each year for terms of two (2) years each. Each person so elected shall be a director until a successor is elected at the next annual meeting of the Association.

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

Section 4. In addition to the foregoing duties imposed by these By-Laws or any further duties which may be imposed by resolution of the co-owners, the Board of Directors shall be responsible specifically for the following:

- a. To manage and administer the affairs and maintenance of the condominium project and the common elements thereof.
- b. To levy, collect and disburse assessments against and from the co-owners and to use the proceeds thereof for the purposes of the Association, to enforce assessments through liens and foreclosure proceedings when appropriate, and to impose late charges for non-payment of said assessments.

- c. To carry insurance and collect and allocate the proceeds thereof.
- d. To rebuild improvements to the common elements after casualty.
- e. To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the condominium project.
- f. To acquire, maintain, and improve, and to buy, sell, convey, assign, mortgage or lease any real or personal property (including any unit in the condominium project, easements, rights-of-way and licenses) on behalf of the Association in the furtherance of any of the purposes of the Association.
- g. To borrow money and issue evidences of indebtedness in furtherance of any or 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 the co-owners in number and in value.
- h. To enforce the provisions of the Condominium documents.
- i. To make rules and regulations governing the use and enjoyment of the Condominium by co-owners and their tenants, guests, employees, invitees, families and pets and to enforce such rules and regulations by all legal methods, including, without limitation, imposing fines and late payment charges, or instituting eviction or legal proceedings.
- j. 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.
- k. To levy, collect and disburse fines against and from the co-owners after notice and hearing thereon and to use the proceeds thereof for the purposes of the Association.



- l. 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.
- m. 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.
- n. To do anything required of or permitted to it as administrator of the condominium project, by the Condominium By-Laws or by the Michigan Condominium Act, as amended.

Section 5. The Board of Directors shall propose regulations respecting the use and enjoyment of the units and common elements in the Condominium and such other regulations as are necessary for the maintenance and control of the Condominium. All such regulations and amendments thereto shall be approved by not less than a majority of the co-owners, in number and value, before such shall become effective. Co-owners not present at meetings considering such regulations or amendments thereto may express their approval in writing.

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

Section 7. Vacancies in the Board of Directors caused by any reason other than the removal of a director by a vote of the co-owners shall be filled by vote of the majority of the remaining directors, even though they may constitute less

than a quorum. Each person so elected shall be a director until a successor is elected at the next annual meeting of the co-owners.

Section 8. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the directors may be removed with or without cause by the affirmative vote of more than fifty percent (50%) in number and in value of all of the co-owners and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy shall be the normal thirty-five percent (35%) requirement set forth in Article II, Section 5. Any director whose removal has been proposed by the co-owners shall be given an opportunity to be heard at the meeting.

Section 9. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the directors at the meeting at which such directors were elected. No notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing a majority of the whole board shall be present.

Section 10. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director, personally, by mail, telephone or telegraph, at least ten (10) days prior to the date named for such meeting.

Section 11. Special Meetings of the Board of Directors may be called by the President on three (3) days notice to each director, given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of one director.

Section 12. Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meetings of the Board shall be deemed a waiver of notice by him/her of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 13. At all meetings of the Board of Directors, a

majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors, there be less than a quorum present the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such director for purposes of determining a quorum.

Section 14. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

#### ARTICLE IV.

##### OFFICERS

Section 1. The principal officers of the Association shall be a President who shall be a member of the Board of Directors, a Vice President, a Secretary and a Treasurer, all of whom shall serve without compensation. The directors may appoint an assistant Treasurer, and an assistant Secretary, and such other officers as in their judgment may be necessary. Any two offices except that of President, Vice President and Secretary may be held by one person.

Section 2. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board, shall serve without compensation and shall hold office at the pleasure of the Board.

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

Section 4. The President shall be the chief executive officer of the Association. He/She shall preside at all meetings of the Association and of the Board of Directors. He/She shall have all of the general powers and duties which are usually vested in the office of the President of an

association, including but not limited to the power to appoint committees from among the co-owners from time to time as he/she may in his/her discretion deem appropriate to assist in the conduct of the affairs of the Association.

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

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

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

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

#### ARTICLE V.

##### OBLIGATIONS OF THE CO-OWNERS

Section 1. The co-owner shall not make structural modifications or alterations to his/her condominium unit or the common elements, nor shall he/she make any decorations or modifications which alter the exterior appearance of the Condominium without previously notifying the Association in writing through the management agent, if any, or through the President of the Association if no management agent is employed. Such notice shall state the nature of the intended alteration or modification and shall contain in reasonable detail, the proposed manner of its implementation. The Association shall be obliged to approve or disapprove the said alteration in writing to the person seeking approval within thirty (30) days of receipt of such notification and failure to do so within the stipulated time shall constitute

approval by the Association of the proposed modification or alteration, if otherwise permitted by the condominium documents and the Michigan Condominium Act. The approval or failure to act by the Association shall not prevent subsequent enforcement of the condominium documents based on a violation thereof.

#### ARTICLE VI.

##### SEAL

Section 1. The Association may (but need not) have a seal. If the Board of Directors determines that the Association shall have a seal, then it shall have inscribed thereon the name of the Association and the words "corporate seal", and "Michigan".

#### ARTICLE VII.

##### FINANCE

Section 1. The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the Board of Directors. The commencement date of the fiscal year shall be subject to change by the Board for accounting reasons or other good cause.

Section 2. The funds of the Association shall be deposited in such bank as may be designated by the Board of Directors, shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board from time to time, and shall be handled in accordance with the Condominium By-Laws. The funds may be invested from time to time in accounts or deposit certificates of such bank or savings association as are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government.

#### ARTICLE VIII.

##### INDEMNIFICATION OF DIRECTORS, OFFICERS, COMMITTEE MEMBERS, EMPLOYEES, AND AGENTS

Section 1. Every director, officer, committee member, employee, and agent of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him/her in connection with any proceeding to which he/she may be a party, or in which he/she may become involved, by reason of his/her being or having been a director, officer, committee member, employee, and agent

of the Association, whether or not he/she is a director, officer, committee member, employee, or agent at the time such expenses are incurred, except in such cases wherein the director, officer, committee member, employee, and agent is adjudged guilty of willful misfeasance or malfeasance, willful and wanton misconduct or gross negligence in the performance of his/her duties; provided, that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director, officer, committee member, employee, or agent 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, officer, committee member, employee, or agent may be entitled. Ten (10) days written notice of any proposed action by the Association to indemnify a director, officer, committee member, employee, or agent shall be given to all co-owners. Further, the Board of Directors is authorized to carry directors' and officers' liability insurance covering acts of the directors, officers, committee members, employees, or agents of the Association in such amounts as it shall deem appropriate.

#### ARTICLE IX.

##### COLLECTION OF ASSESSMENTS AND CHARGES

Section 1. Monthly assessments shall be due on the first day of each month for that month. All other charges for services rendered by the Association shall be due when billed.

Section 2. The Board of Directors shall establish a procedure for collection of delinquent assessments and charges, and shall set a schedule of actions to be taken and a penalty fee for each action. These penalty fees shall approximate the actual costs to the Association, so the additional expense incurred in the collection of delinquent assessments will be borne by the delinquent co-owners and not by all co-owners. This procedure shall be reviewed and updated periodically to reflect changing conditions and expenses.

Section 3. Assessments and charges in default shall bear an interest rate of not less than seven percent (7%) per annum in accordance with Article II, Section 4 of the Condominium By-Laws. The Board of Directors shall be authorized to approve an interest rate surcharge. The interest rate and interest rate surcharge combined, applying to delinquent accounts, shall not exceed the limit set by usury laws of the State of Michigan. The interest charges

shall be compounded monthly on the unpaid balance of all delinquent accounts.

## ARTICLE X.

### AMENDMENTS

Section 1. These By-Laws (but not the Condominium By-Laws) may be amended by the Association at a duly constituted meeting for such purpose, by an affirmative vote of at least a majority of co-owners.

Section 2. Amendments to these By-Laws (and the Condominium 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 (1/3) or more in number of the co-owners whether meeting as co-owners or by an instrument in writing signed by them.

Section 3. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of Article II of these By-Laws.

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

## ARTICLE XI.

### VIOLATION PROCEDURE

Section 1. The Board of Directors of the Association shall enforce the Condominium By-Laws in a fair and impartial manner.

Section 2. Violations of the Condominium By-Laws by any co-owner, and/or resident of record, shall be brought to the attention of the Board of Directors in writing signed by the complainant, except in cases of emergency.

Section 3. The Board of Directors shall direct the management agent, if any, to send a letter to the co-owner, and/or resident of record, citing the violation and the remedial action necessary.

Section 4. If remedial action or compliance has not taken place within thirty (30) days, the co-owner, and/or resident of record, shall be given the opportunity to meet with the Board of Directors to discuss the reason for non-compliance.

Section 5. This meeting shall take place at the next regularly scheduled Board of Directors meeting; or at a

designated time set by the Board of Directors or upon written request of the co-owner and/or resident of record.

Section 6. If the issue has not been resolved, with the foregoing steps, the Board of Directors shall refer the matter to its attorney. The management agent shall notify the co-owner, and/or resident of record, by mail of the action taken by the Board of Directors.

Section 7. All attorney fees and costs incurred in enforcing the Condominium By-Laws will be charged to the co-owner of the unit involved in the violation.

Section 8. The management agent employed by the Association shall be empowered to act as agent to enforce and implement the decision of the Board of Directors, as necessary.

## ARTICLE XII.

### COMPLIANCE

These By-Laws are set forth to comply with the requirements of Act No. 162 of the Public Acts of Michigan of 1982, as amended, Act No. 59 of the Public Acts of Michigan of 1978, as amended, and with the duly recorded Consolidated Master Deed of the Condominium and Exhibits "A" and "B" attached thereto. In case any of these By-Laws conflict with the provisions of said statute or with the provisions of said Master Deed or the exhibits thereto, the provisions of the statute and said Master Deed shall be controlling.

13:wp60:condos:newwest2.byl

AFFIDAVIT OF SCRIVENER'S ERROR

STATE OF MICHIGAN, COUNTY OF WASHTENAW

The undersigned, Karl R. Frankena, being first duly sworn, states as follows:

1. That he is an attorney at law, practicing at 350 S. Main Street, Suite 400, Ann Arbor, Michigan 48104-2131.

2. That he is an attorney for Newport West Condominium Association, a Michigan non-profit corporation, whose office is situated at 2750 Carpenter Road, Suite 1, Ann Arbor, Michigan 48108, which is the administrator of Newport West Condominium, a condominium project established pursuant to the Consolidated Master Deed recorded on October 20, 1997, in Liber 3518, Page 748, as amended, being Washtenaw County Condominium Subdivision Plan No. 17, Washtenaw County Records.

3. That in his capacity as attorney for the Newport West Condominium Association, he prepared said Consolidated Master Deed and included Section (2) of Article V as follows:

(2) The percentage of value assigned to each unit is set forth in subparagraph (3) 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 administrative expenses and the value of each co-owner's vote at Association meetings. 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 area, to the total (nonbasement) square footage of floor space in all units in the Condominium. The total value of the Condominium is 100.

4. That said Section (2) of Article V of said Consolidated Master Deed should have read as follows:

(2) The percentage of value assigned to each unit is set forth in subparagraph (3) 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 administrative expenses and the value of each co-owner's vote at Association meetings. 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"), inclusive of the basement area, to the total square footage of floor space in all units in the Condominium. The total value of the Condominium is 100.

5. That Section (3) of Article V of said Consolidated Master Deed contains percentages of value based upon the total square footage of floor space contained in individual condominium units and said percentages of value will not change by a correction of Section (2) of Article V of said Consolidated Master Deed.

6. That the typographical error made with regard to the initial exclusion of square footage of basement floor space was inadvertent, and the purpose of this Affidavit is to correct the scrivener's error so that Section (2) of Article V of said Consolidated Master Deed will contain appropriate language describing how the percentages of value were calculated with regard to individual condominium units.

Dated: September 10, 2010

---

Karl R. Frankena

Subscribed, acknowledged and sworn to before me, a notary public, this 10th day of September, 2010, by Karl R. Frankena.

---

Nancy A. Pear, Notary Public  
Washtenaw County, Michigan  
My commission expires: 6/30/11

This document prepared by  
and when recorded return to:  
Karl R. Frankena  
Conlin, McKenney & Philbrick, P.C.  
350 S. Main Street, Suite 400  
Ann Arbor, Michigan 48104-2131  
(734) 761-9000

H:\KRF\NEWPORTWEST\AFFIDAVIT OF SCRIVENER'S ERROR.WPD







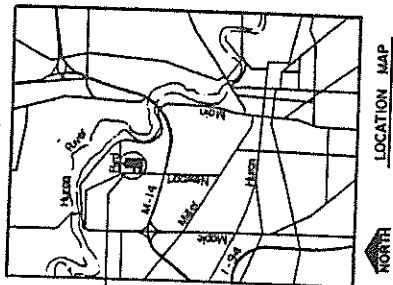
EXHIBIT "B"

CONDOMINIUM SUBDIVISION PLAN

Newport West was originally developed as an expandable condominium project and a number of amendments were made to the Master Deed adding new construction phases leading up to a total of 103 condominium units. Each amendment added land and new units to the project and this was reflected in revisions to the Condominium Subdivision Plan that was attached as Exhibit "B" to the Master Deed. In preparing the Exhibit "B" that follows, the Association selected only those pages of previously recorded engineering drawings that continue to be applicable and which reflect Newport West as finally completed.

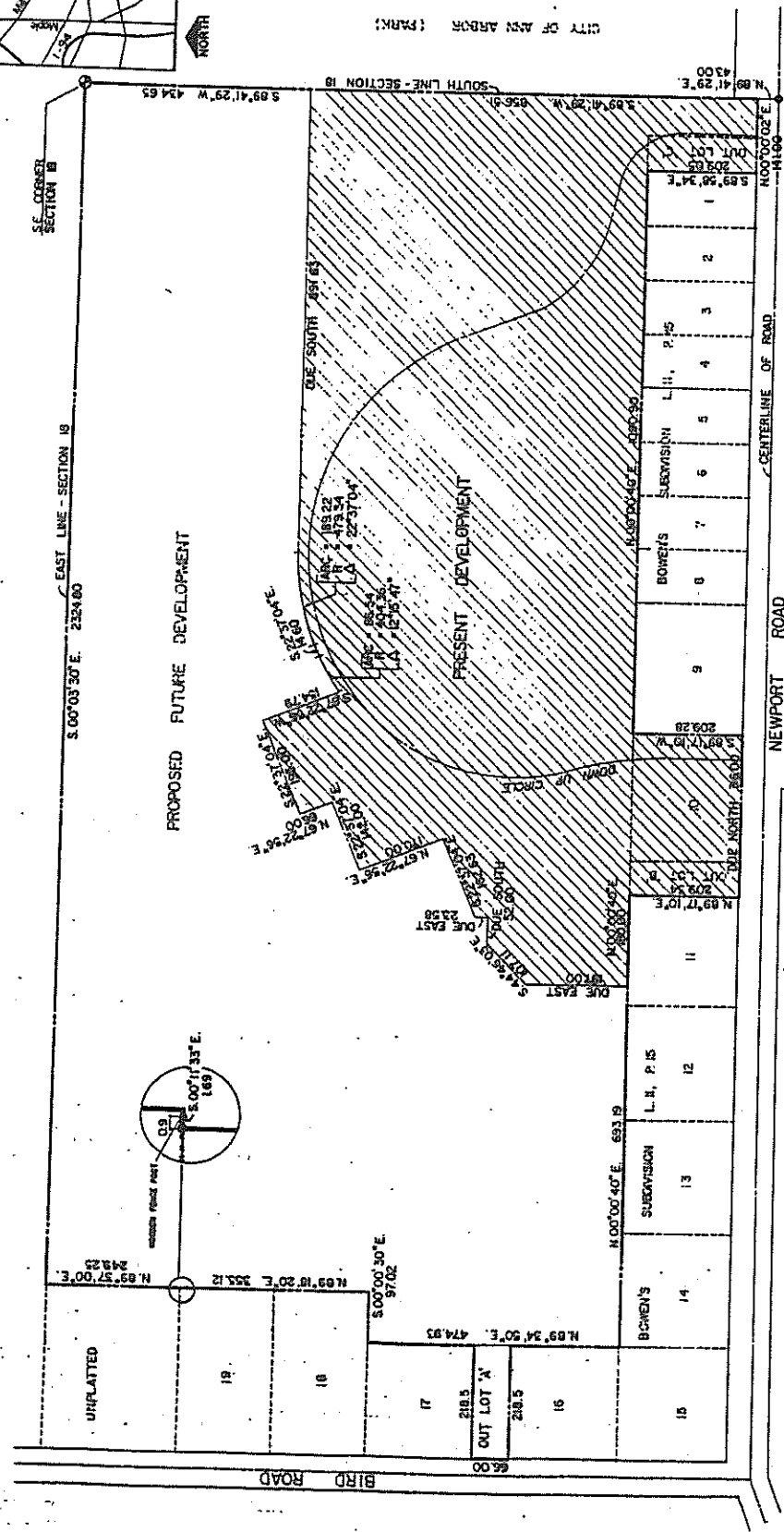
<u>Recorded Document</u>	<u>Washtenaw County Records Liber and Page Number</u>	<u>Sheets Included</u>
Master Deed	Liber 1406, Pages 155-194	3, 5, 7-10, 14, 15, 17, and 18
Second Amendment	Liber 1475, Pages 431-445	11-13, 16, 19, and 20
Third Amendment	Liber 1506, Pages 75-112	21-32
Fourth Amendment	Liber 1595, Pages 948-960	33-38
Fifth Amendment	Liber 1622, Pages 973-985	40
Sixth Amendment	Liber 1641, Pages 191-200	39 and 41
Seventh Amendment	Liber 1664, Pages 556-561	42-47
Eighth Amendment	Liber 1678, Pages 27-45	2A, 4A, 6A, 48-50
Ninth Amendment	Liber 1749, Pages 571-593	1, 2, 2B, 4, 4B, 6, 6B, 51-66

13\wp60\213\exhb



7149-572  
7-1-75

CITY OF ASH ARBOR (PARK)



APPROVED  
JAN 11 1975

DAVID L. SMITH  
REGISTERED PROFESSIONAL ENGINEER  
STATE OF MICHIGAN

AREA MAP

# NEWPORT WEST

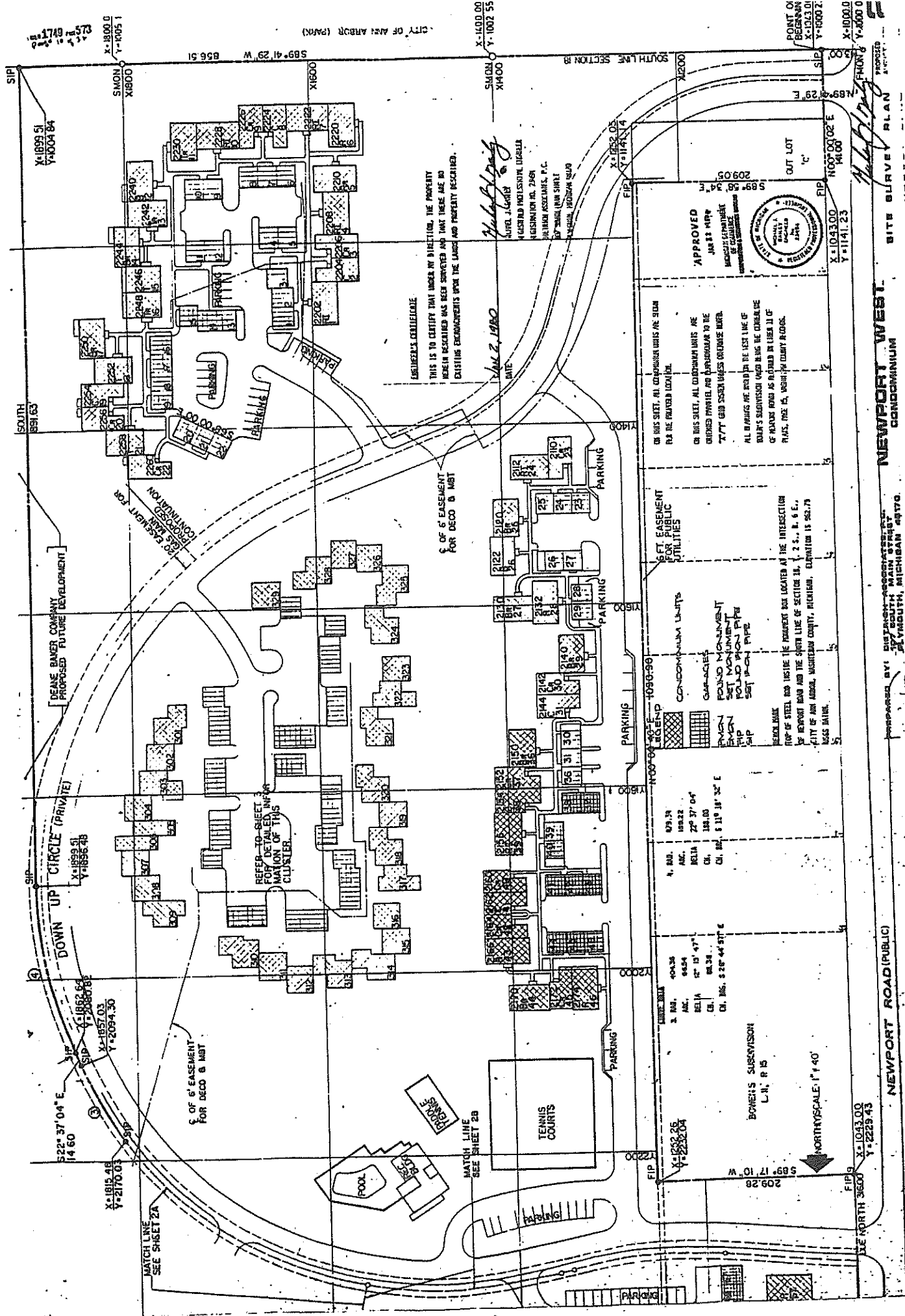
PREPARED BY: DARTMOUTH ASSOCIATES, INC.  
107 SOUTH MAIN STREET  
PLYMOUTH, MICHIGAN 48170

PROPOSED  
AUGUST 1975

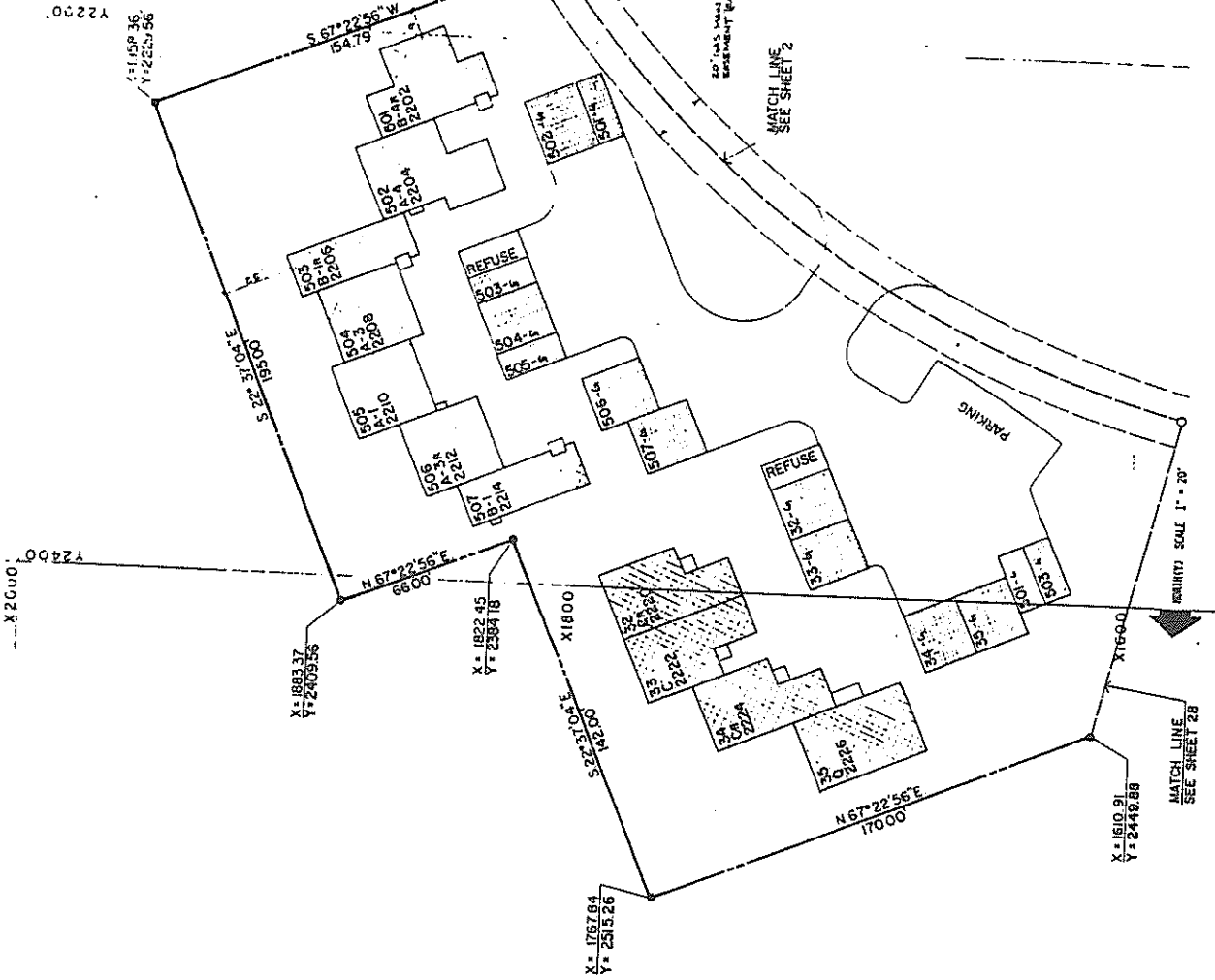
SCALE: 1" = 100'



*Handwritten signature/initials*



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L. 1. 1. 20



APPROVED  
05/13/2020  
MICHAEL J. DIETRICH  
REGISTERED PROFESSIONAL ENGINEER  
MICHIGAN DEPARTMENT OF CONSUMER SERVICES  
COMMISSIONER OF REGISTERED PROFESSIONALS



2A  
JUL 31, 1978

SITE SURVEY PLAN

NEWPORT WEST  
CONDOMINIUM

PREPARED BY: DISTRICT ASSOCIATES, P.C.  
107 S. MAIN STREET  
PLYMOUTH, MICHIGAN 48170

ENGINEER'S CERTIFICATE  
THIS IS TO CERTIFY THAT UNDER MY DIRECTION, THE PROPERTY  
HEREIN DESCRIBED HAS BEEN SURVEYED AND THAT THERE ARE NO  
EXISTING ENCUMBRANCES UPON THE LANDS AND PROPERTY DESCRIBED.

DATE: 6/24/20  
SIGNATURE: [Signature]  
MICHAEL J. DIETRICH  
REGISTERED PROFESSIONAL ENGINEER  
REGISTRATION NO. 10229  
107 S. MAIN STREET  
PLYMOUTH, MICHIGAN 48170

NOTES:  
UNITS 501 THRU 507 ARE EXISTING.  
UNITS 508 THRU 509 ARE PROPOSED.  
ALL "T" COORDINATES FROM DISTANCES  
IN AN EAST-WEST DIRECTION  
ALL "Y" COORDINATES FROM DISTANCES  
IN A NORTH-SOUTH DIRECTION  
ALL CONDOMINIUM UNITS ARE ORIENTED PARALLEL  
OR PERPENDICULAR TO THE BEARING: S. 22° 31' 04" E.

LEGEND  
CONDOMINIUM UNITS  
EXISTING BARRIERS



200' 0" 1/2  
100' 0" 1/2



Phase 1  
LIMIT

ALL R TYPICAL UNIT PLAN SHOWN  
ALL UNIT TYPE  
SHOWN  
200' 0" 1/2

NOTE  
REFER TO PREVIOUS SHEET (SHEET 2)  
FOR SURVEY OF ENTIRE  
PHASE 1 PROJECT



PHASE 1 LIMIT  
**NEWPORT WEST**  
CONDOMINIUM

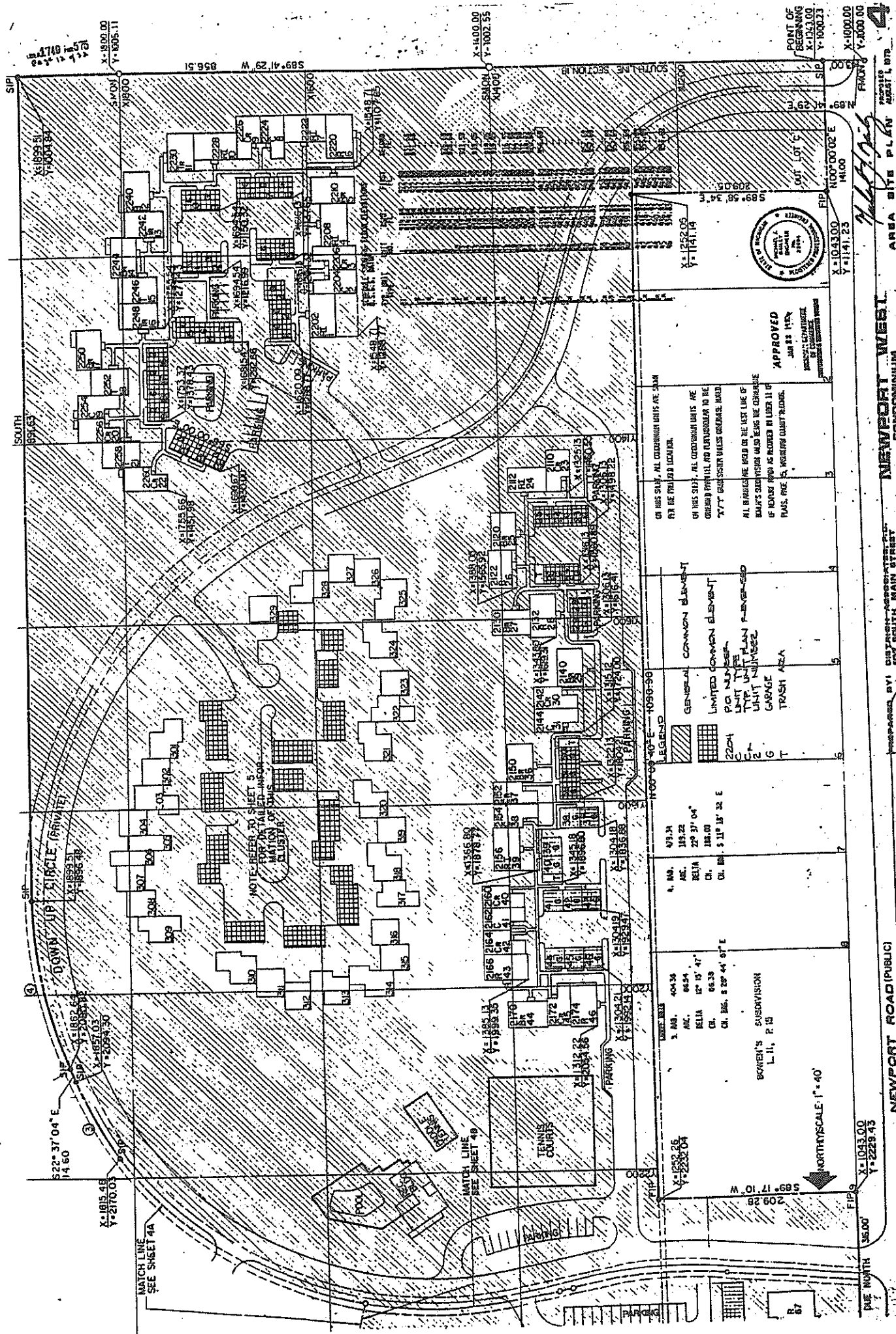
BUILDING SURVEY PLAN

3

PREPARED BY  
PROPERTY DEVELOPMENT GROUP  
320 NORTH MAIN AVENUE  
ASH ARIZONA 85001

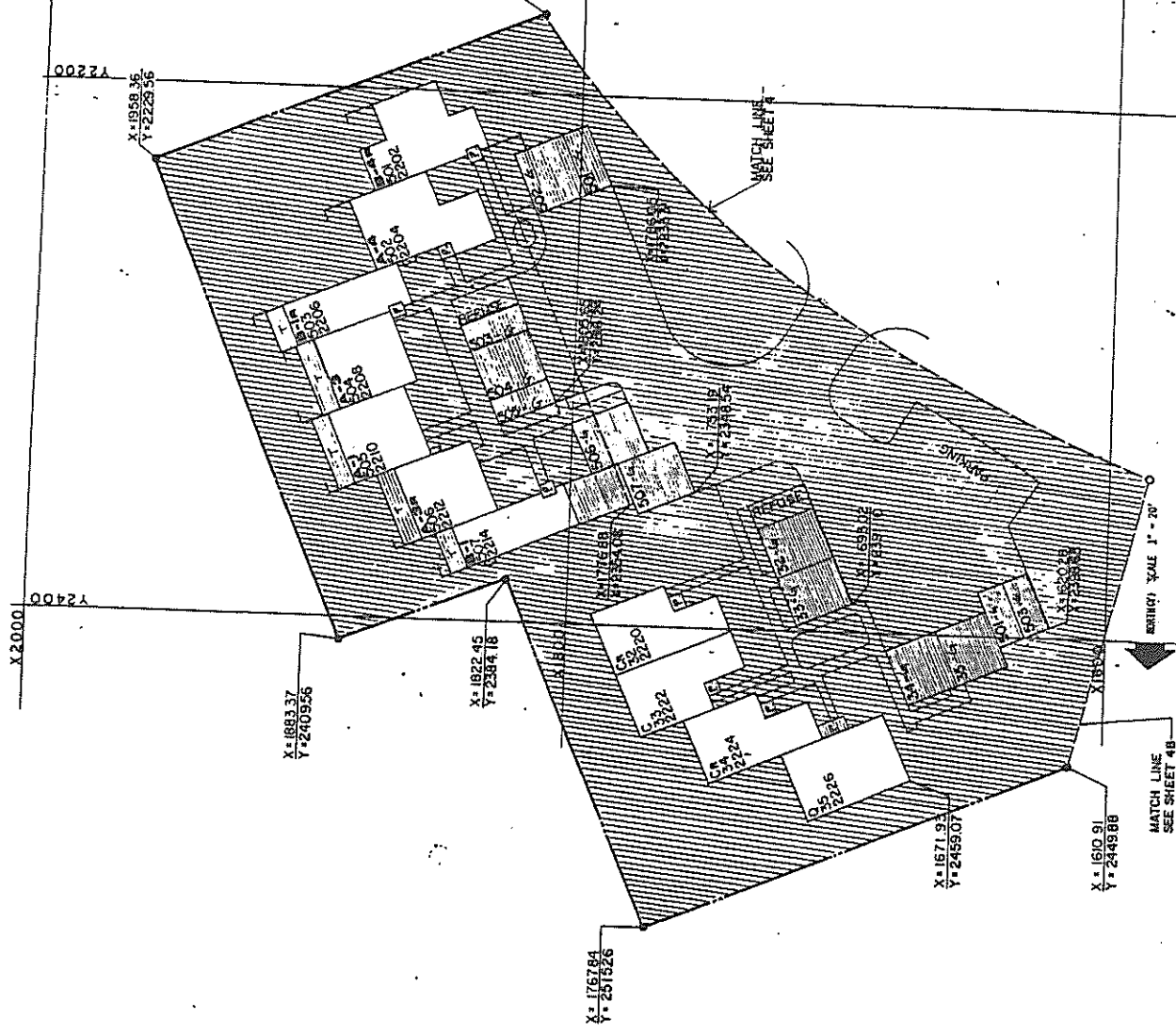
COMMON AREA  
LIMITS

COMMON AREA  
LIMITS





161678 v. 38  
 10/11/88



APPROVED  
 OCT 13 1988  
 MICHAEL J. KAPLAN  
 PROFESSIONAL ENGINEER  
 STATE OF MICHIGAN

# NEWPORT WEST CONDOMINIUM

PREPARED BY: DIETRICH ASSOCIATES, P.C.  
 107 B. MAIN STREET  
 PLYMOUTH, MICHIGAN 48170

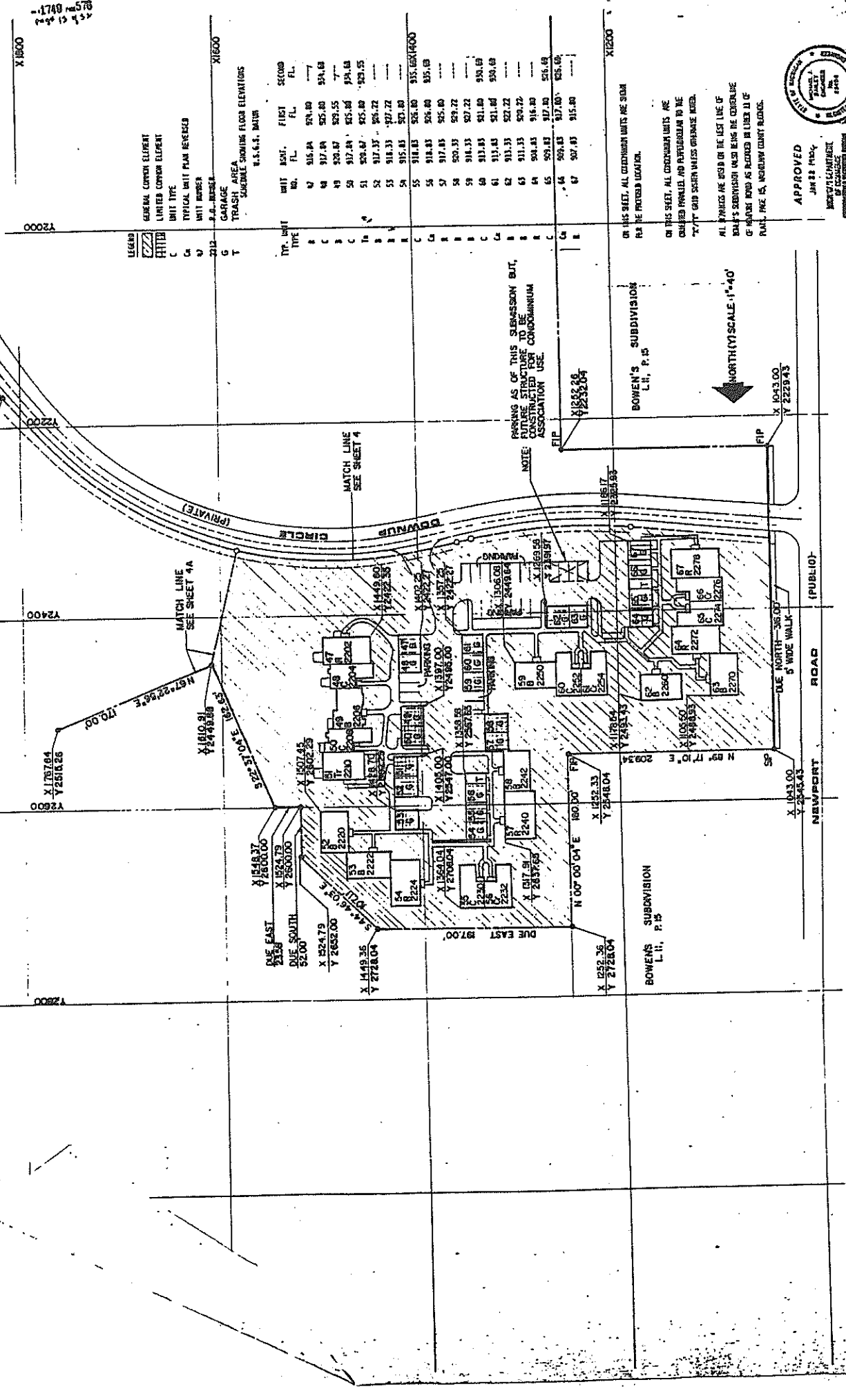
- LEGEND
- GENERAL COMMON ELEMENT
  - UNITED COMMON ELEMENT
  - A-3 R TYPICAL UNIT PLAN REVERSE
  - A-3 UNIT TYPE
  - 506 UNIT AREA
  - 2212 P.A. NUMBER
  - G GARAGE
  - P PORCHES
  - T TERRACES

PERMANENT FLOOR ELEVATIONS

UNIT	NO.	FL.	SECT.
1	1	1	1
2	2	2	2
3	3	3	3
4	4	4	4
5	5	5	5
6	6	6	6
7	7	7	7
8	8	8	8
9	9	9	9
10	10	10	10
11	11	11	11
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43	43	43	43
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94	94	94	94
95	95	95	95
96	96	96	96
97	97	97	97
98	98	98	98
99	99	99	99
100	100	100	100

NOTE:  
 CERTAIN UNITS HAVE A BALCONY AND OR  
 PORCH PERTINENT TO IT AS LISTED COMMON  
 ELEMENTS AS SHOWN ON THE FLOOR PLANS.

1-1740 4578  
2-22 12 457



LEGEND

GENERAL COMMON ELEMENT  
LIMITED COMMON ELEMENT  
UNIT TYPE  
TYPICAL UNIT PLAN REVERSED  
UNIT NUMBER  
P.A. NUMBER  
GARAGE  
TRASH AREA  
SURROUNDING FLOOR ELEVATIONS  
U.S.A.S. WATER

UNIT NO. UNIT TYPE FIRST FL. SECOND FL.

47 515.84 521.80 521.80

48 517.84 525.80 525.80

49 520.84 529.80 529.80

50 523.84 533.80 533.80

51 526.84 537.80 537.80

52 529.84 541.80 541.80

53 532.84 545.80 545.80

54 535.84 549.80 549.80

55 538.84 553.80 553.80

56 541.84 557.80 557.80

57 544.84 561.80 561.80

58 547.84 565.80 565.80

59 550.84 569.80 569.80

60 553.84 573.80 573.80

61 556.84 577.80 577.80

62 559.84 581.80 581.80

63 562.84 585.80 585.80

64 565.84 589.80 589.80

65 568.84 593.80 593.80

66 571.84 597.80 597.80

67 574.84 601.80 601.80

68 577.84 605.80 605.80

69 580.84 609.80 609.80

70 583.84 613.80 613.80

71 586.84 617.80 617.80

72 589.84 621.80 621.80

73 592.84 625.80 625.80

74 595.84 629.80 629.80

75 598.84 633.80 633.80

76 601.84 637.80 637.80

77 604.84 641.80 641.80

78 607.84 645.80 645.80

79 610.84 649.80 649.80

80 613.84 653.80 653.80

81 616.84 657.80 657.80

82 619.84 661.80 661.80

83 622.84 665.80 665.80

84 625.84 669.80 669.80

85 628.84 673.80 673.80

86 631.84 677.80 677.80

87 634.84 681.80 681.80

88 637.84 685.80 685.80

89 640.84 689.80 689.80

90 643.84 693.80 693.80

91 646.84 697.80 697.80

92 649.84 701.80 701.80

93 652.84 705.80 705.80

94 655.84 709.80 709.80

95 658.84 713.80 713.80

96 661.84 717.80 717.80

97 664.84 721.80 721.80

98 667.84 725.80 725.80

99 670.84 729.80 729.80

100 673.84 733.80 733.80

45

APPROVED  
JUN 22 1984  
MORTON CONTRACT  
ENGINEERS  
CONSTRUCTION & REPAIRS

PREPARED BY: GUSTAFSON ASSOCIATES, P.C.  
100 SOUTH MICHIGAN STREET  
ANN ARBOR, MICHIGAN 48106

NEWPORT WEST  
CONDOMINIUM

AREA SITE PLAN  
AUGUST 1, 1979

ON THIS SHEET, ALL DIMENSION UNITS ARE IN FEET  
FOR THE PROJECTED LOCATION.

ON THIS SHEET, ALL DIMENSION UNITS ARE  
GIVEN IN FEET, AND ALL DIMENSIONS ARE  
GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

ALL DIMENSIONS ARE BASED ON THE LEFT LINE OF  
THE SUBDIVISION UNLESS THE CENTERLINE  
OF THE ROAD IS SHOWN IN THE LEFT LINE OF  
THE ROAD. THE ROAD IS SHOWN IN THE LEFT LINE OF  
THE ROAD.

W1749 W577  
Page 1 of 2

UTILITIES	SOURCE OF LOCATION
SANITARY SEWER	PLANS PREPARED BY THIS OFFICE
STORM SEWER	PLANS PREPARED BY THIS OFFICE
WATER MAIN	DETROIT EDISON COMPANY
ELECTRIC	DETROIT EDISON COMPANY
GAS MAIN	DETROIT EDISON COMPANY
TELEPHONE	DETROIT EDISON COMPANY
TELEVISION	DETROIT EDISON COMPANY
DATA	DETROIT EDISON COMPANY
PLUMBING	DETROIT EDISON COMPANY
HEATING	DETROIT EDISON COMPANY
AIR CONDITIONING	DETROIT EDISON COMPANY
REFRIGERATION	DETROIT EDISON COMPANY
POWER	DETROIT EDISON COMPANY
TELEPHONE	DETROIT EDISON COMPANY
TELEVISION	DETROIT EDISON COMPANY
DATA	DETROIT EDISON COMPANY
PLUMBING	DETROIT EDISON COMPANY
HEATING	DETROIT EDISON COMPANY
AIR CONDITIONING	DETROIT EDISON COMPANY
REFRIGERATION	DETROIT EDISON COMPANY
POWER	DETROIT EDISON COMPANY

APPROVED  
JAN 11 1994  
DETROIT EDISON COMPANY  
ENGINEER



*James H. Hays*

LEGEND	STORM OUTLET	STORM MANHOLE	STORM INLET	STORM VALVE	STORM GATE	STORM INLET	STORM VALVE	STORM GATE	STORM INLET	STORM VALVE	STORM GATE
EXISTING SANITARY SEWER	EXISTING STORM SEWER	EXISTING STORM SEWER	EXISTING STORM SEWER	EXISTING STORM SEWER	EXISTING STORM SEWER	EXISTING STORM SEWER	EXISTING STORM SEWER	EXISTING STORM SEWER	EXISTING STORM SEWER	EXISTING STORM SEWER	EXISTING STORM SEWER
PROPOSED SANITARY SEWER	PROPOSED STORM SEWER	PROPOSED STORM SEWER	PROPOSED STORM SEWER	PROPOSED STORM SEWER	PROPOSED STORM SEWER	PROPOSED STORM SEWER	PROPOSED STORM SEWER	PROPOSED STORM SEWER	PROPOSED STORM SEWER	PROPOSED STORM SEWER	PROPOSED STORM SEWER
EXISTING WATER MAIN	EXISTING GAS MAIN	EXISTING GAS MAIN	EXISTING GAS MAIN	EXISTING GAS MAIN	EXISTING GAS MAIN	EXISTING GAS MAIN	EXISTING GAS MAIN	EXISTING GAS MAIN	EXISTING GAS MAIN	EXISTING GAS MAIN	EXISTING GAS MAIN
PROPOSED WATER MAIN	PROPOSED GAS MAIN	PROPOSED GAS MAIN	PROPOSED GAS MAIN	PROPOSED GAS MAIN	PROPOSED GAS MAIN	PROPOSED GAS MAIN	PROPOSED GAS MAIN	PROPOSED GAS MAIN	PROPOSED GAS MAIN	PROPOSED GAS MAIN	PROPOSED GAS MAIN
EXISTING ELECTRIC	EXISTING TELEPHONE	EXISTING TELEPHONE	EXISTING TELEPHONE	EXISTING TELEPHONE	EXISTING TELEPHONE	EXISTING TELEPHONE	EXISTING TELEPHONE	EXISTING TELEPHONE	EXISTING TELEPHONE	EXISTING TELEPHONE	EXISTING TELEPHONE
PROPOSED ELECTRIC	PROPOSED TELEPHONE	PROPOSED TELEPHONE	PROPOSED TELEPHONE	PROPOSED TELEPHONE	PROPOSED TELEPHONE	PROPOSED TELEPHONE	PROPOSED TELEPHONE	PROPOSED TELEPHONE	PROPOSED TELEPHONE	PROPOSED TELEPHONE	PROPOSED TELEPHONE

NORTH SCALE: 1" = 40'

SCREEN'S SUBDIVISION

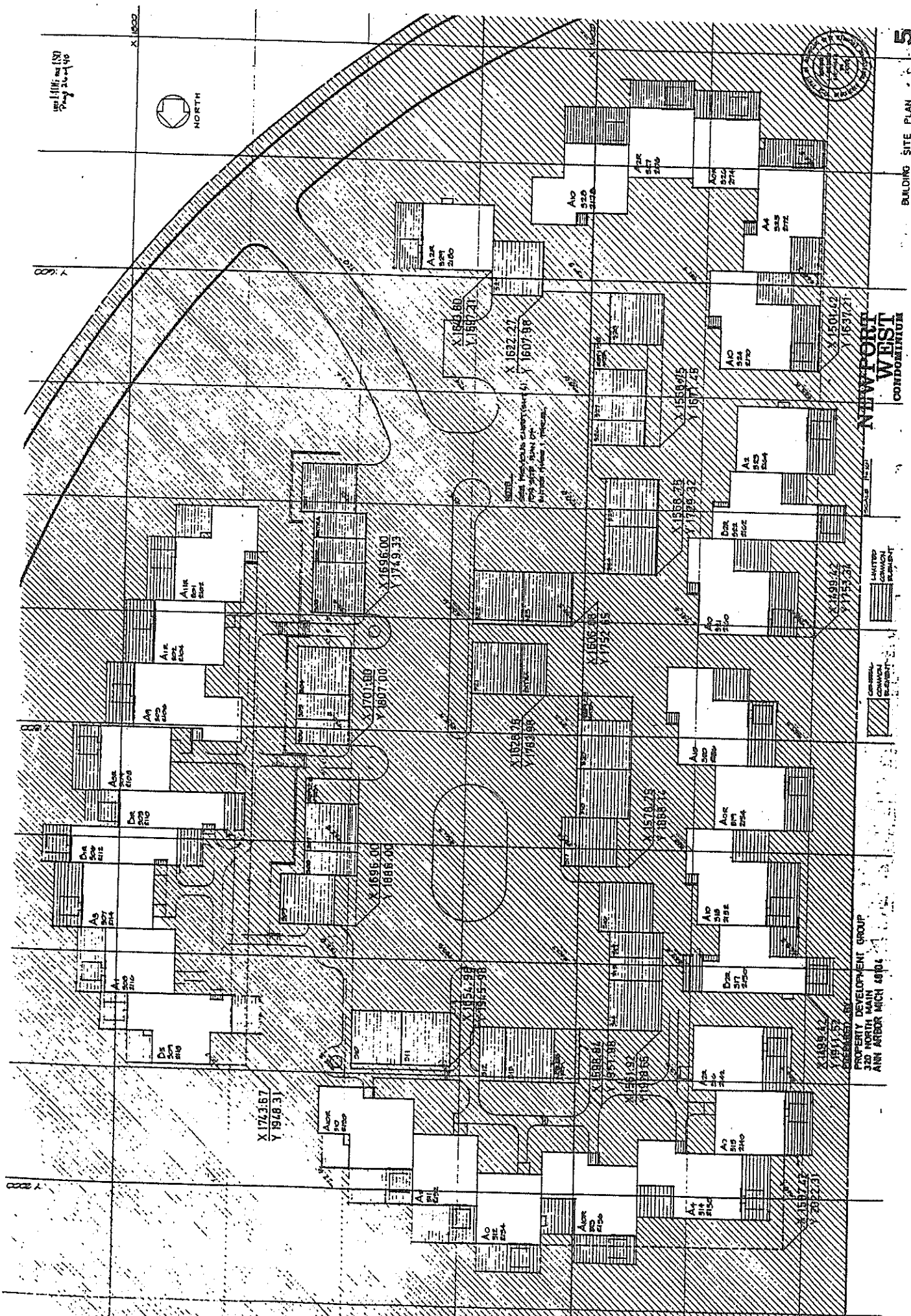
NEWPORT ROAD (PUBLIC)

37 SOUTH MAIN STREET

NEWPORT WEET

UTILITY PLAN

1979



NEWFORT  
WEST  
CONDOMINIUM

PROPERTY DEVELOPMENT GROUP  
320 NORTH MAIN  
ANN ARBOR MICH 48101



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

X 1743.67  
Y 1948.31

X 1696.00  
Y 1749.33

X 1701.00  
Y 1807.00

X 1696.00  
Y 1885.00

X 1854.98  
Y 1875.98

X 1808.61  
Y 1871.88

X 1851.97  
Y 1938.15

X 1858.42  
Y 1911.57

X 1858.42  
Y 2027.31

X 1501.49  
Y 1857.21

X 1580.95  
Y 1871.45

X 1588.25  
Y 1893.32

X 1605.88  
Y 1752.65

X 1578.25  
Y 1888.14

X 1605.88  
Y 1888.14

X 1605.88  
Y 1938.15

X 1605.88  
Y 2027.31

X 1605.88  
Y 2128.14

X 1605.88  
Y 2178.14

X 1605.88  
Y 2228.14

X 1605.88  
Y 2278.14

X 1605.88  
Y 2328.14

X 1605.88  
Y 2378.14

X 1605.88  
Y 2428.14

X 1605.88  
Y 2478.14

X 1605.88  
Y 2528.14

X 1605.88  
Y 2578.14

X 1605.88  
Y 2628.14

X 1632.27  
Y 1607.98

X 1632.27  
Y 1657.98

X 1632.27  
Y 1707.98

X 1632.27  
Y 1757.98

X 1632.27  
Y 1807.98

X 1632.27  
Y 1857.98

X 1632.27  
Y 1907.98

X 1632.27  
Y 1607.98

X 1632.27  
Y 1657.98

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Y 1707.98

X 1632.27  
Y 1757.98

X 1632.27  
Y 1807.98

X 1632.27  
Y 1857.98

CODE A

CODE A

4745-578  
JAN 22 1976

X1800

Y2000

Y2400

Y2600

Y2800

- LEGEND**
- EXISTING SAN. SEWER & MANHOLE - Δ - ○
  - PROP. SAN. SEWER & MANHOLE - S - ○
  - EXIST. STORM SEWER & MANHOLE - H - ○
  - PROP. STORM SEWER & MANHOLE - R - ○
  - EXIST. WATERMAIN & GATE VALVE - W -
  - PROP. WATERMAIN & GATE VALVE - G -
  - EXIST. GAS MAIN - G -
  - PROP. GAS MAIN - G -
  - EXIST. RED & HOT - E - T -
  - PROP. RED & HOT - E - T -
  - STORM DRAIN -
  - STORM MANHOLE -
  - WATERMANT -
  - RELO TRANSFORMER -
  - RELO POWER POLE -
  - RELO SECONDARY -
  - FEEDING -
  - CONDOMINIUM UNITS -

MATCH LINE  
SEE SHEET 6A

MATCH LINE  
SEE SHEET 6

NORTH  
SCALE 1"=40'

APPROVED  
JAN 22 1976  
PROJECT ENGINEER  
OF CONDOMINIUM  
CONSTRUCTION & RECORDS



*Robert J. Pyle*  
REGISTERED PROFESSIONAL ENGINEER  
STATE OF MICHIGAN  
LICENSE NO. 10744  
MECHANICAL ENGINEERING

# **NEWPORT WEST CONDOMINIUM**

PREPARED BY: DISTRICT ASSOCIATES, P.C.  
107 SOUTH MAIN STREET  
PLYMOUTH MICHIGAN 48170

MOODEY  
AUGUST 3, 1976

UTILITY PLAN

**NOTE:**  
ALL SANITARY SEWER IS 8" UNLESS OTHERWISE NOTED  
ALL SANITARY LEADS ARE 6" UNLESS OTHERWISE NOTED  
ALL STORM SEWER IS 12" UNLESS OTHERWISE NOTED  
ALL WATERMAIN IS 6" UNLESS OTHERWISE NOTED  
ALL WATERMAIN LEADS ARE 1-1/2" UNLESS OTHERWISE NOTED  
ALL GAS MAIN IS 2" UNLESS OTHERWISE NOTED  
ALL GAS LEADS ARE 7/8" UNLESS OTHERWISE NOTED

UTILITIES	SOURCE OF LOCATION
SANITARY SEWER	PLANS PREPARED BY THIS OFFICE
STORM SEWER	PLANS PREPARED BY THIS OFFICE
WATER MAIN	PLANS PREPARED BY THIS OFFICE
ELECTRIC	DETROIT-EDISON COMPANY
GAS MAIN	MICHIGAN CONSOLIDATED GAS COMPANY
TELEPHONE	MICHIGAN BELL TELEPHONE COMPANY

**NOTE:**  
ALL UTILITIES ARE SHOWN FOR PROPOSED LOCATION. ALL UTILITIES WILL BE SHOWN IN THEIR AS-BUILT LOCATION ON THE AS-BUILT PLANS.

**NOTE:**  
ALL UTILITIES ARE SHOWN FOR PROPOSED LOCATION. ALL UTILITIES WILL BE SHOWN IN THEIR AS-BUILT LOCATION ON THE AS-BUILT PLANS.

(PUBLIC)

NEWPORT ROAD

NEWPORT ROAD

NEWPORT ROAD

NEWPORT ROAD

NEWPORT ROAD

NEWPORT ROAD

$$\begin{array}{r} X = 1815.48 \\ Y = 2170.03 \end{array}$$

2000



UTILITY PLAN

**NEWPORT WEST**

PREPARED BY: DIETITIAN ASSOCIATES, P.C.  
107 S. MAIN STREET

[illegible]

GENERAL INFORMATION

ALL CONSPIRACY UNITS ARE SERVICED WITH PUBLIC CHECKS AND WATER INFORMATION AS SOONS, OBTAINED FROM THE CITY OF SAN ANTONIO.

ALL CONSPIRACY UNITS ARE SERVICED WITH GAS AS SOONS, BY MICHAEL CROSSLAND UNITED GAS COMPANY. INFORMATION OBTAINED FROM MICHAEL CROSSLAND UNITED GAS COMPANY RECORDS.

ALL CONSPIRACY UNITS ARE SERVICED WITH POWER BY DETROIT Edison COMPANY AND TELEPHONE BY MICHAEL BELL TELEPHONE COMPANY. AS SUCH, INFORMATION OBTAINED FROM MICHAEL BELL TELEPHONE COMPANY, IS RELAYED TO SAN ANTONIO.

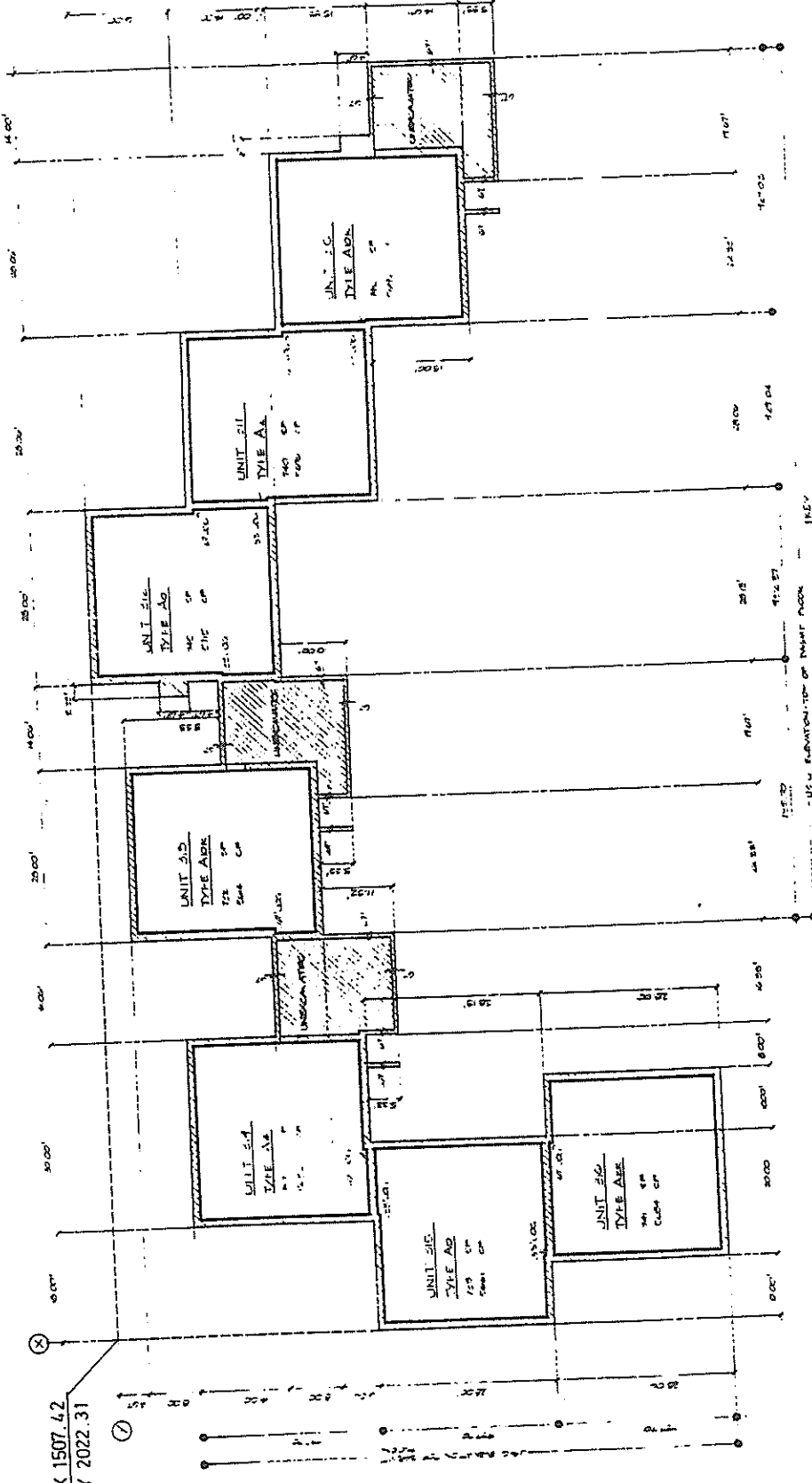
UNIT'S ARE SERVICED WITH NECESSARY APPROPRIATE LOCATIONS OF FACILITIES, SUCH AS DISCLOSED BY THE RECORDS OF THE WIRELESS FACILITY COMPANY, AND IS GUARANTEED TO BE GIVEN AS TO COMPLETENESS ON ACCOUNT THEREOF.

645, ELECTRIC AND TELEPHONE LINE ARE NOT STRUCK  
FOR MONTHS 32-35 AND WILL BE LOST ON AS-BUILT

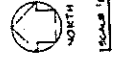
NOTE: ALL EXHIBITARY SERIES IS 8" UNLESS OTHERWISE NOTED  
ALL EXHIBITARY LEADS ARE 8" UNLESS OTHERWISE NOTED  
ALL STONY SERIES IS 12" UNLESS OTHERWISE NOTED  
ALL WATERMAIN IS 8" UNLESS OTHERWISE NOTED  
ALL WATERMAIN LEADS ARE 1-1/2" UNLESS OTHERWISE NOTED  
ALL GAS MAIN IS 2" UNLESS OTHERWISE NOTED  
ALL GAS LEADS ARE 7/8" UNLESS OTHERWISE NOTED

LEGEND	
EXISTING SAN, SEWER & MANHOLE	— S —
PROP. SAN, SEWER & MANHOLE	- S -
EXIST. STORM SEWER & CATCHBASIN	- R -
PROP. STORM SEWER	- R -
EXIST. INTERFERENCE & GATE VALVE	- W -
PROP. INTERFERENCE	- W -
PROP. GAS MAIN	- G -
EXIST. GAS MAIN	- G -
EXIST. RECD & NOT	- E-T -
PROP. RECD & NOT	- E-T -
STORM INLET	○
STORM OUTLET	○
STORM MANHOLE	○
ATTKWAT	△
RECD TRANSVERSE	▽
RECD PAREN PALE	◇
RECD SECONDARY	◇
PERESTIL	+
COORDINATION LIMITS	▨
BARRELS	▩

100' 1100' 1100' 1100'



X 1507.42  
Y 2022.31



SCALE 1/8" = 1'-0"

GENERAL DIMENSIONS

UNITED STATES ELEVATION

UNIT UNITS NOTE: 1/8"

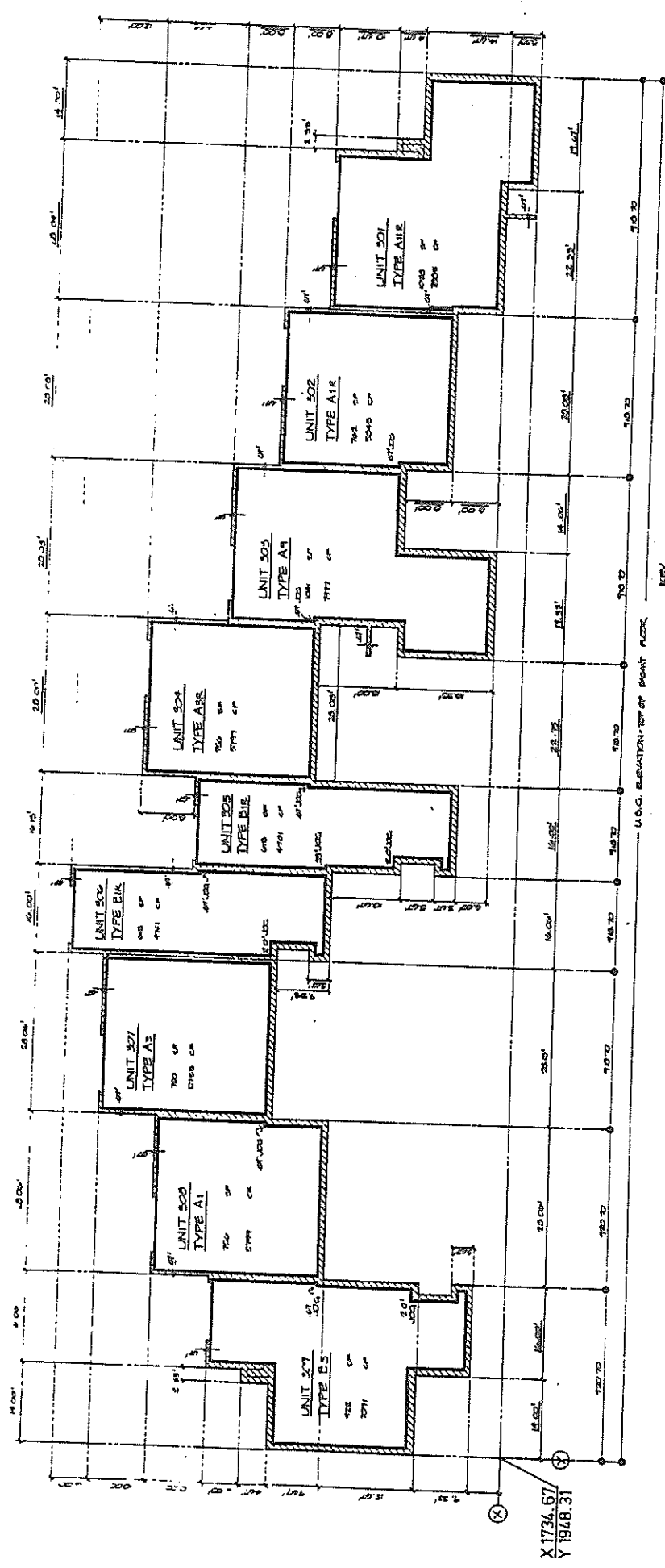
NOTE: ALL DIMENSIONS SHALL BE TO THE CENTER UNLESS NOTED OTHERWISE

# NEWPORT WEST CONDOMINIUM

BASEMENT + FOUNDATION PLAN  
UNITS 2100 2102

PREPARED BY:  
PROPERTY DEVELOPMENT GROUP  
320 NORTH MAIN  
ANN ARBOR MICH 48104

UNIT 116 - 182  
 10/21/16



KEY  
 GENERAL COMMON ELEMENT  
 LIMITED COMMON ELEMENT



SCALE 1/4" = 1'-0"

**NEWPORT WEST**  
 CONDOMINIUM

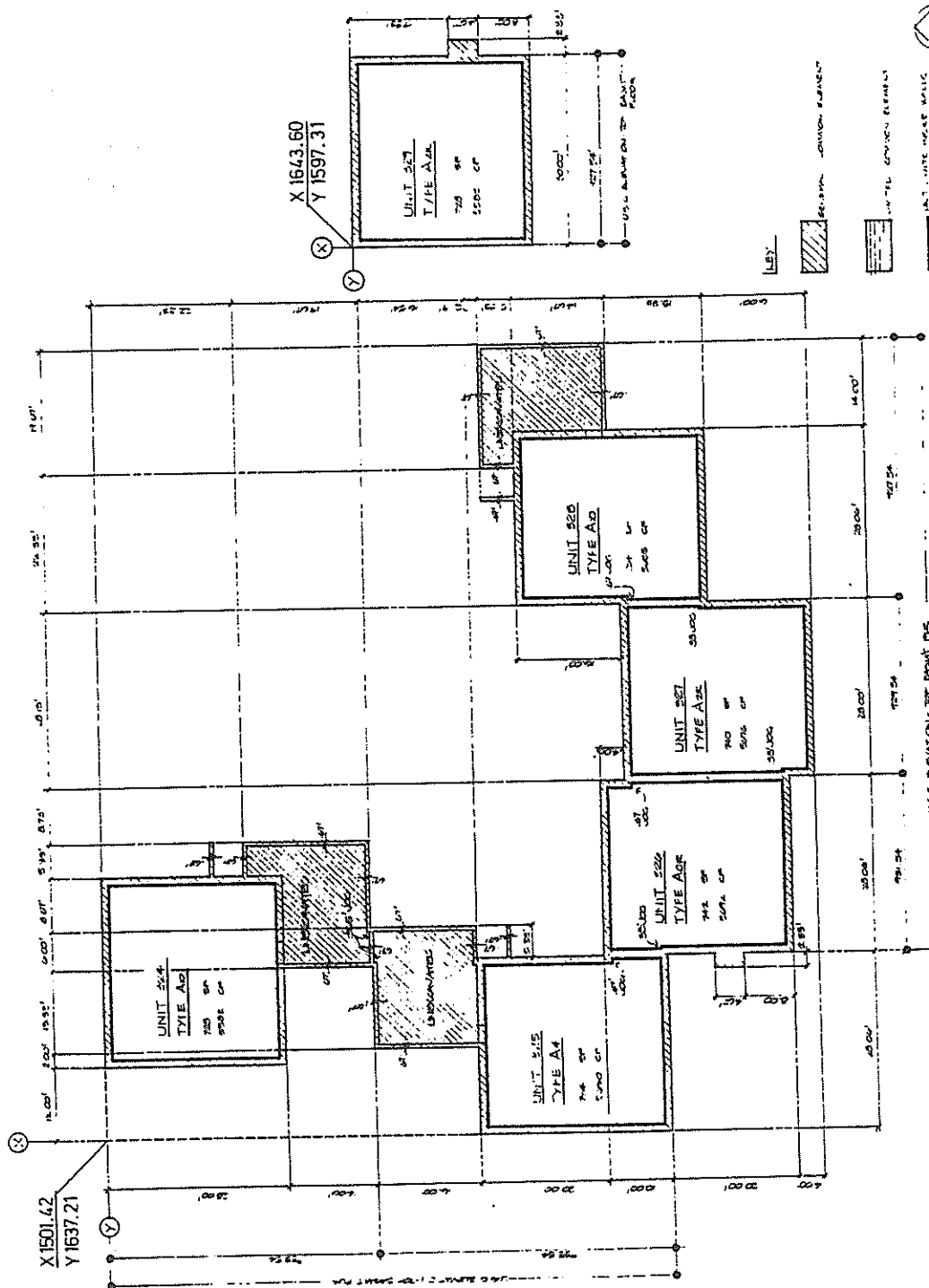
BASEMENT - FOUNDATION PLAN  
 UNITS 201-218

PREPARED BY:  
 PROPERTY DEVELOPMENT GROUP  
 320 NORTH MAIN  
 ANN ARBOR MICH 48104



X 1734.67  
 Y 1948.31





NOTE:

Page 40. Page 41. Page 42. Page 43. Page 44.

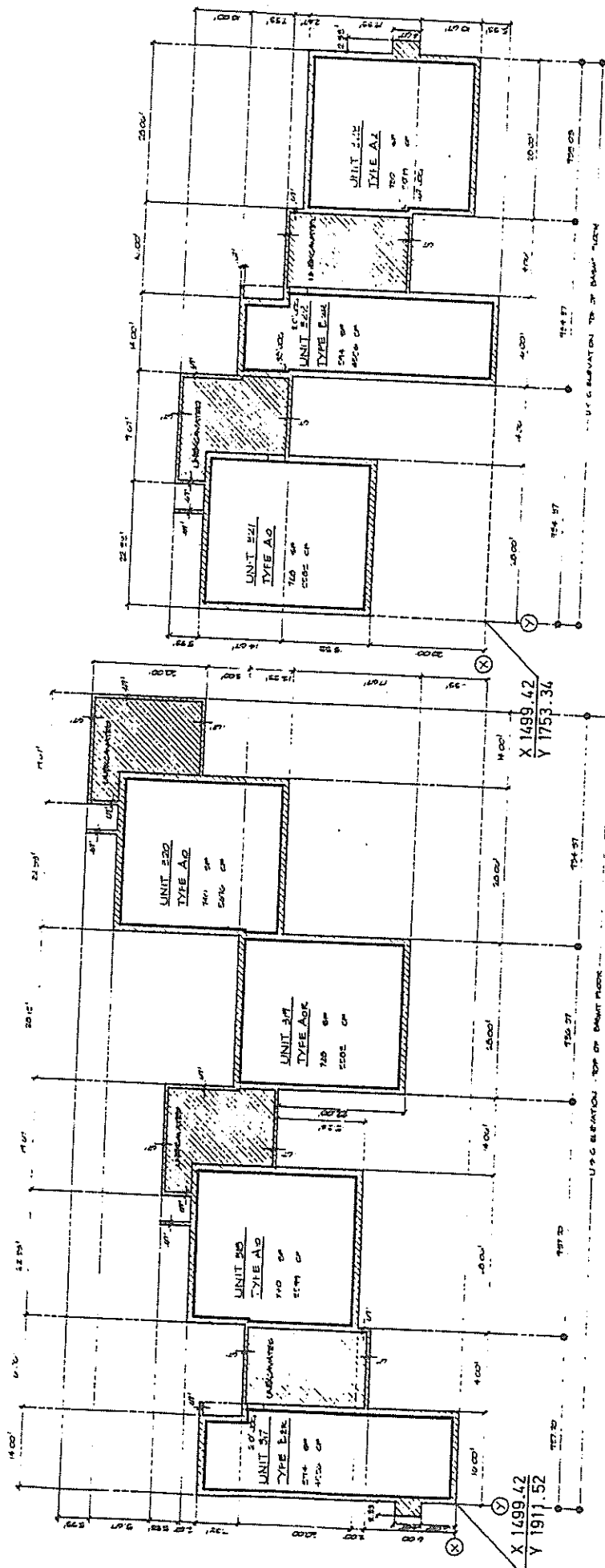
2025-01-01

427

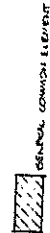
94-42

23

1  
 10/11/16  
 30 of 40



KEY



NOTE  
 ALL DIMENSIONS SHALL BE TO  
 1/8" TOLERANCE UNLESS NOTED



SCALE 1/8" = 1'-0"



# NEWPORT WEST CONDOMINIUM

BASEMENT + FOUNDATION PLAN  
 UNITS 2150 2164

PREPARED BY:  
 PROPERTY DEVELOPMENT GROUP  
 320 NORTH MAIN  
 ANN ARBOR MICH 48104



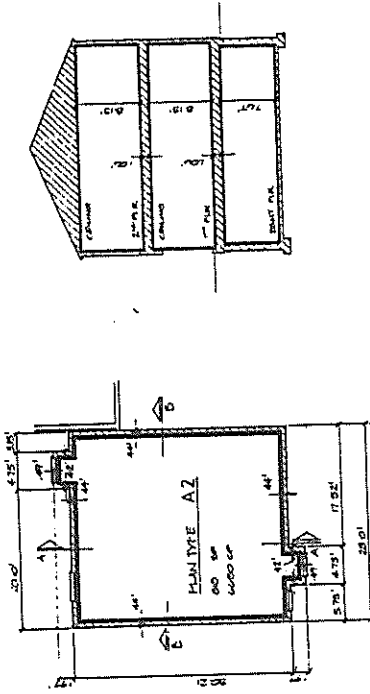
NEWPORT WEST  
CONDOMINIUM

SCALE 1/8" = 1'-0"

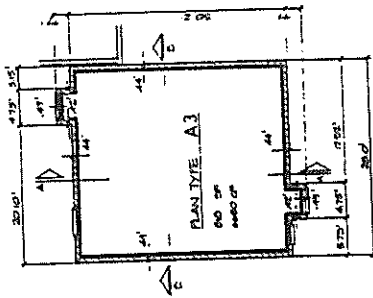


LIMIT OF  
COMMON  
ELEMENT

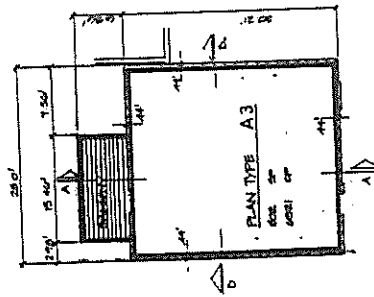
PREPARED BY: DISTRICK ASSOCIATES PC  
870 CHURCH STREET  
PLYMOUTH, MICHIGAN 48170



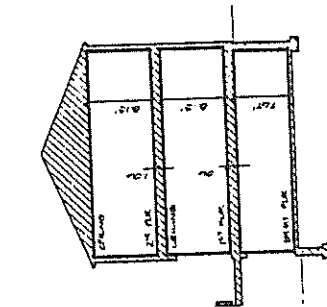
SECOND FLOOR PLAN



SECOND FLOOR PLAN



FIRST FLOOR PLAN

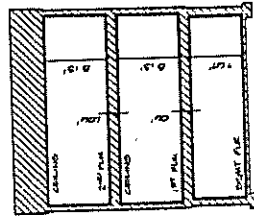


LONGITUDINAL SECTION A-A

UNIT NO.	1ST FLOOR	2ND FLOOR
1	111.11	111.11
2	111.11	111.11
3	111.11	111.11
4	111.11	111.11
5	111.11	111.11
6	111.11	111.11
7	111.11	111.11
8	111.11	111.11
9	111.11	111.11
10	111.11	111.11
11	111.11	111.11
12	111.11	111.11
13	111.11	111.11
14	111.11	111.11
15	111.11	111.11
16	111.11	111.11
17	111.11	111.11
18	111.11	111.11
19	111.11	111.11
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21	111.11	111.11
22	111.11	111.11
23	111.11	111.11
24	111.11	111.11
25	111.11	111.11
26	111.11	111.11
27	111.11	111.11
28	111.11	111.11
29	111.11	111.11
30	111.11	111.11
31	111.11	111.11
32	111.11	111.11
33	111.11	111.11
34	111.11	111.11
35	111.11	111.11
36	111.11	111.11
37	111.11	111.11
38	111.11	111.11
39	111.11	111.11
40	111.11	111.11
41	111.11	111.11
42	111.11	111.11
43	111.11	111.11
44	111.11	111.11
45	111.11	111.11
46	111.11	111.11
47	111.11	111.11
48	111.11	111.11
49	111.11	111.11
50	111.11	111.11

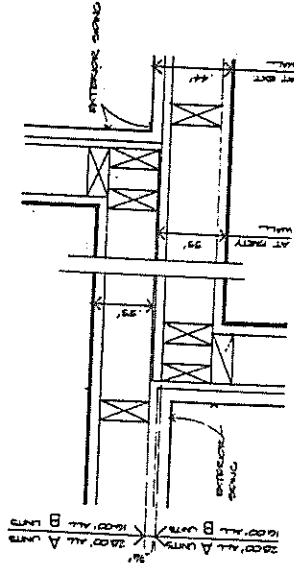
LONGITUDINAL SECTION A-A

UNIT NO.	1ST FLOOR	2ND FLOOR
1	111.11	111.11
2	111.11	111.11
3	111.11	111.11
4	111.11	111.11
5	111.11	111.11
6	111.11	111.11
7	111.11	111.11
8	111.11	111.11
9	111.11	111.11
10	111.11	111.11
11	111.11	111.11
12	111.11	111.11
13	111.11	111.11
14	111.11	111.11
15	111.11	111.11
16	111.11	111.11
17	111.11	111.11
18	111.11	111.11
19	111.11	111.11
20	111.11	111.11
21	111.11	111.11
22	111.11	111.11
23	111.11	111.11
24	111.11	111.11
25	111.11	111.11
26	111.11	111.11
27	111.11	111.11
28	111.11	111.11
29	111.11	111.11
30	111.11	111.11
31	111.11	111.11
32	111.11	111.11
33	111.11	111.11
34	111.11	111.11
35	111.11	111.11
36	111.11	111.11
37	111.11	111.11
38	111.11	111.11
39	111.11	111.11
40	111.11	111.11
41	111.11	111.11
42	111.11	111.11
43	111.11	111.11
44	111.11	111.11
45	111.11	111.11
46	111.11	111.11
47	111.11	111.11
48	111.11	111.11
49	111.11	111.11
50	111.11	111.11



CROSS SECTION B-B  
(SECTION B-B UNIT A3 IDENTICAL)

CROSS SECTION E-E  
(SEE SECTION E-E UNIT A2 THIS SHEET)



TYPICAL PARTY WALL DETAIL (at 1st & 2nd FLR.)  
SCALE: 3/4"=1'-0"

PLAN TYPE A0

VERTICAL TO PLAN A1  
EQUIV. BAYONET SERVICE BY  
SINCE LATE 1970

TYPICAL UNIT ELEVATIONS - SIZE DATA			
UNIT NO.	1ST FLOOR	2ND FLOOR	
101	101.00	101.00	101.00
102	102.00	102.00	102.00
103	103.00	103.00	103.00
104	104.00	104.00	104.00
105	105.00	105.00	105.00
106	106.00	106.00	106.00
107	107.00	107.00	107.00
108	108.00	108.00	108.00
109	109.00	109.00	109.00
110	110.00	110.00	110.00

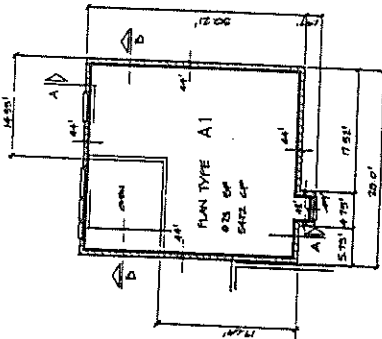
NEWPORT, WEST  
CONDOMINIUM

SCALE: 3/4"=1'-0"

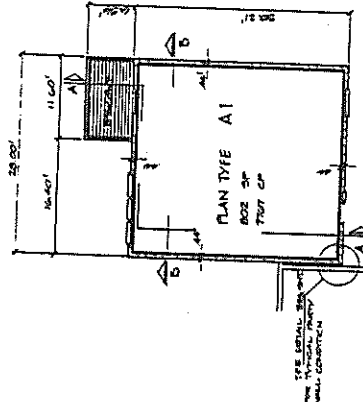


UNIT OF  
LIMITS OF  
OWNERSHIP

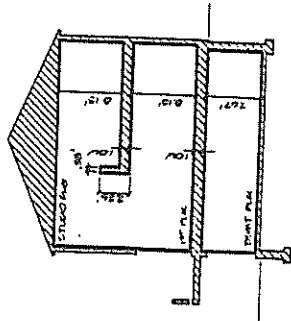
PREPARED BY DISTRICTION ASSOCIATES P.C.  
870 CHURCH STREET  
PLYMOUTH MICHIGAN 48170



SECOND FLOOR PLAN

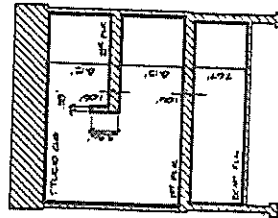


FIRST FLOOR PLAN  
SCALE: 3/4"=1'-0"  
(TYPICAL THIS SHEET)



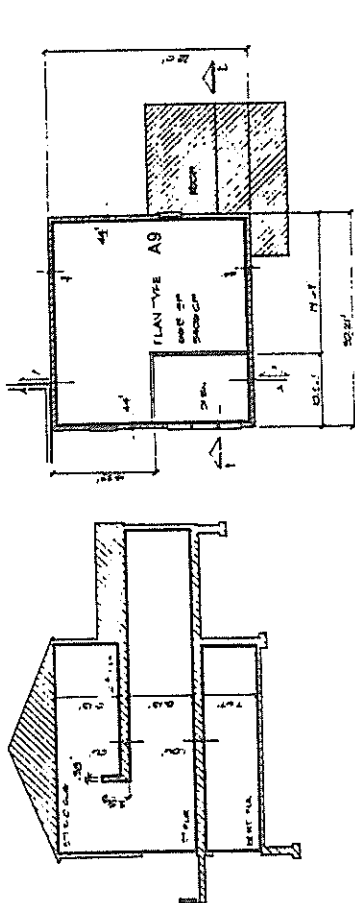
LONGITUDINAL SECTION A-A

TYPICAL UNIT ELEVATIONS - SIZE DATA			
UNIT NO.	1ST FLOOR	2ND FLOOR	
101	101.00	101.00	101.00
102	102.00	102.00	102.00
103	103.00	103.00	103.00
104	104.00	104.00	104.00
105	105.00	105.00	105.00
106	106.00	106.00	106.00
107	107.00	107.00	107.00
108	108.00	108.00	108.00
109	109.00	109.00	109.00
110	110.00	110.00	110.00



CROSS SECTION C-C

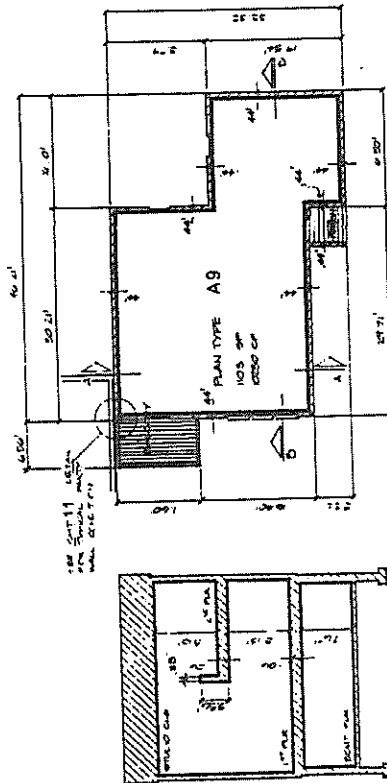
1106 and 1107  
Page 35 of 48



SECTION A-A

SECTION B-B

SECTION	THICKNESS	LENGTH	AREA
SECTION A-A	12.00	12.00	144.00
SECTION B-B	12.00	12.00	144.00



SECTION C-C

SECTION D-D

# NEWPORT WEST CONDOMINIUM

SCALE 1/8" = 1'-0"

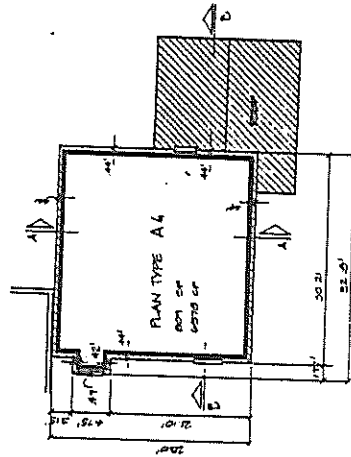
GENERAL COMMON ELEMENT

UNITED COMMON ELEMENT

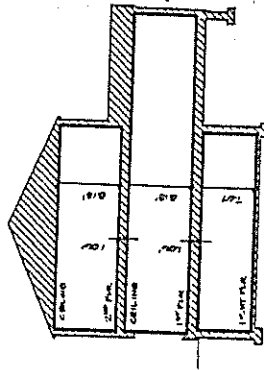
RESIDENTIAL UNIT COMMON ELEMENT

PREPARED BY:  
PROPERTY DEVELOPMENT GROUP  
320 NORTH MAIN  
ANN ARBOR MICH 48104



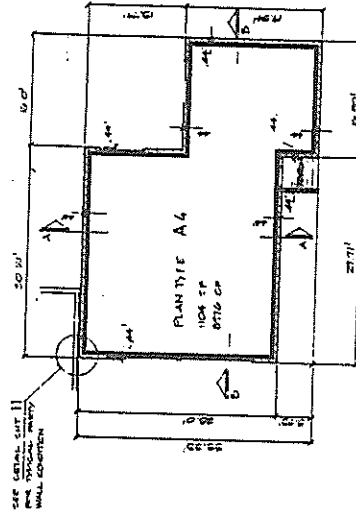


## SECOND FLOOR PLAN

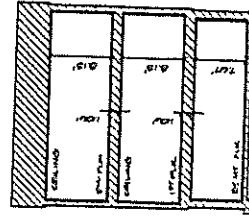


CROSS SECTION D-D

SCHEDULE SHOWING FLOOR ELEVATIONS - USGS DATA				
TYPICAL UNIT TYPE A1				
UNIT NO.	BASE FLOOR	1ST FLOOR	2ND FLOOR	
314	931.74	941.43	933.42	
315	933.42	943.11	935.10	
502	926.54	936.21	929.20	



FIRST FLOOR PLAN  
SCALE 1/8" = 1'-0"  
(TYPICAL THIS CASE)



LONGITUDINAL SECTION A A

1175 W 40  
 1175 W 40



NEWPORT WEBB  
 CONDOMINIUM

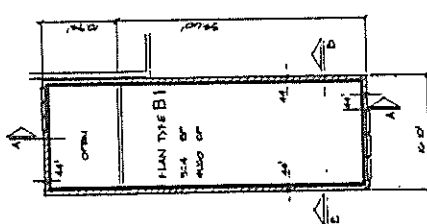
SCALE 1/8" = 1'-0"



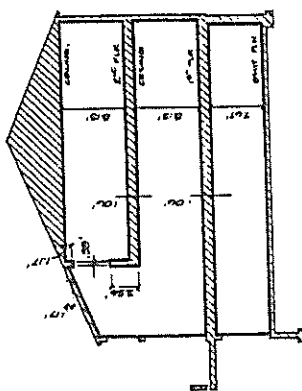
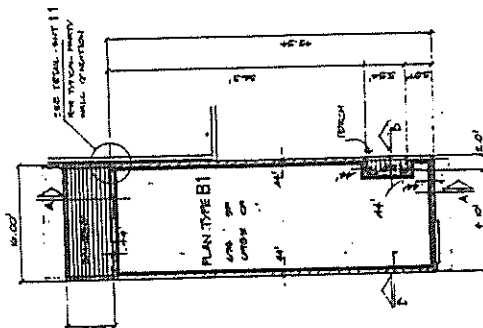
PREPARED BY DISTRICTION ASSOCIATES PC  
 870 CHURCH STREET  
 PLYMOUTH, MICHIGAN 48170

FIRST FLOOR PLAN  
 (TYPICAL THIS SHEET)

CROSS SECTION B-B

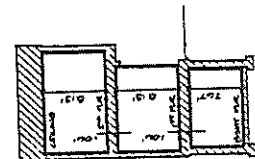


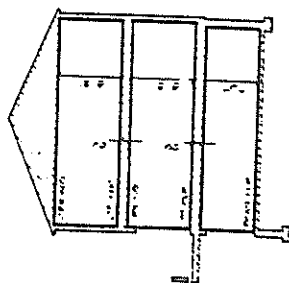
SECOND FLOOR PLAN



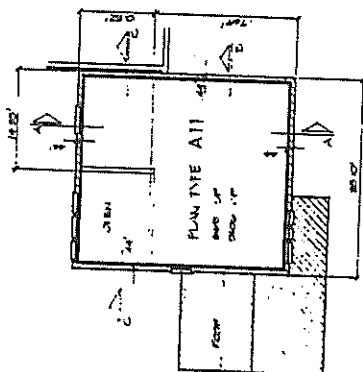
LONGITUDINAL SECTION A-A

UNIT NO.	1ST FLOOR	2ND FLOOR
201	114.75	114.75
202	114.75	114.75
203	114.75	114.75
204	114.75	114.75
205	114.75	114.75
206	114.75	114.75
207	114.75	114.75
208	114.75	114.75
209	114.75	114.75
210	114.75	114.75

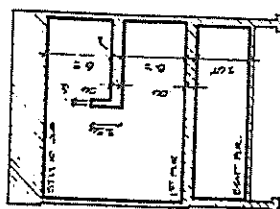




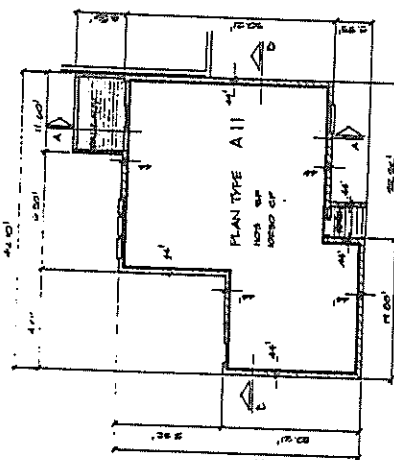
$\omega^2 J_{\perp} : \omega^2 J_{\parallel} : \omega^2 J_{\perp} \omega^2 J_{\parallel} \omega^2 J_{\perp} \omega^2 J_{\parallel}$

[illegible]

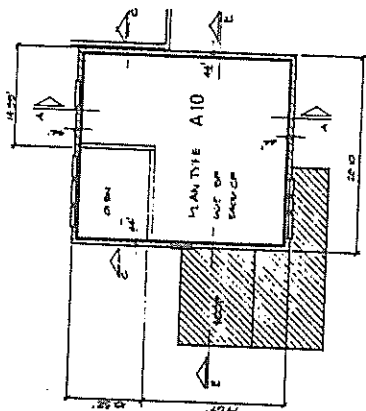
SEALING FLOOR PLAN



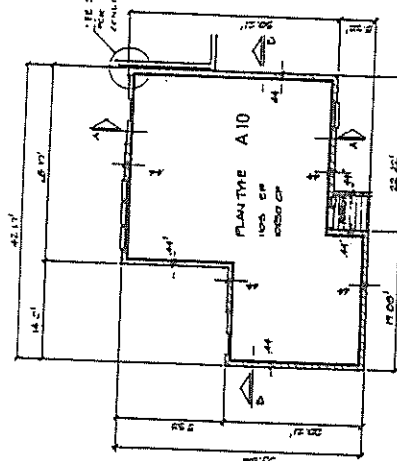
CROSS SECTION C-C



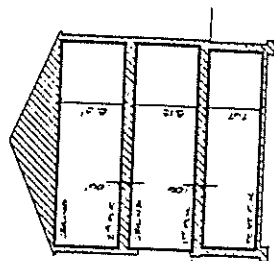
FIRST FLOOR PLAN



SECRET PLUCK PLUCK

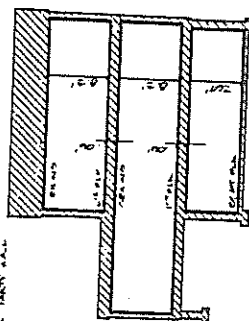


FIRST BOOK PLAN  
SCALE 18"=1'-0"  
(FILL THIS SHEET)



۱۲۱۳۴۵۶۷۸۹۱۰۱۱۱۲۱۳۱۴۱۵۱۶۱۷۱۸۱۹۲۰۲۱۲۲۲۳۲۴۲۵۲۶۲۷۲۸۲۹۳۰۳۱۳۲۳۳۳۴۳۵۳۶۳۷۳۸۳۹۴۰۴۱۴۲۴۳۴۴۴۵۴۶۴۷۴۸۴۹۵۰۵۱۵۲۵۳۵۴۵۵۵۶۵۷۵۸۵۹۶۰۶۱۶۲۶۳۶۴۶۵۶۶۶۷۶۸۶۹۷۰۷۱۷۲۷۳۷۴۷۵۷۶۷۷۷۸۷۹۸۰۸۱۸۲۸۳۸۴۸۵۸۶۸۷۸۸۸۹۹۰۹۱۹۲۹۳۹۴۹۵۹۶۹۷۹۸۹۹۱۰۰۰

MEASURABLE BURNING FLOOR TIMELINES - UNDER DATA				
UNIT NO.	BURN: FLOOR	1ST FLOOR	2ND FLOOR	TYPICAL UNIT TYPE
				AIG



GROUP 2 SECTION P.C.  
SECTION P.C. UNIT ALL IDENTICAL.

PREPARED BY:  
PROPERTY DEVELOPMENT GROUP  
320 NORTH MAIN  
ANN ARBOR MICH 48104

[illegible]

GENERAL COMMENT
-----------------

SCALE 1/8" = 1'-0" **NEWPORT WEST CONDOMINIUM**

TYPICAL UNIT PLAN A-10 A-11





**NEWPORT WEST  
 CONDOMINIUM**

SCALE 1/8" = 1'-0"

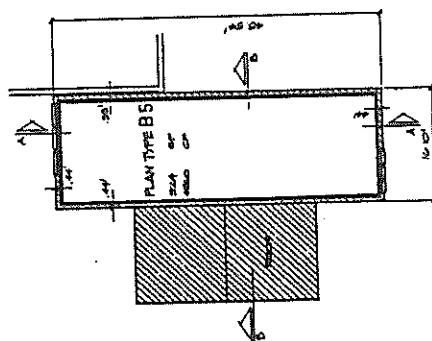


COMMON ELEMENT  
 LIMITED COMMON ELEMENT

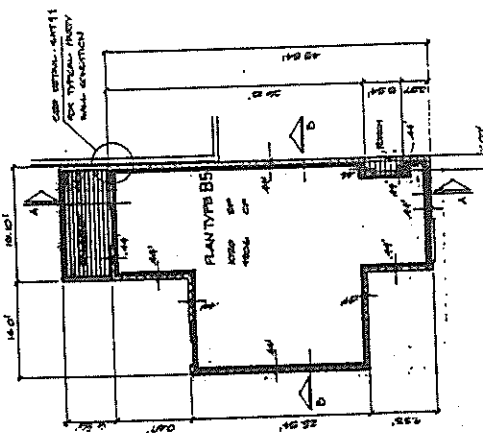
PREPARED BY:  
 PROPERTY DEVELOPMENT GROUP  
 130 NORTH MAIN  
 ANN ARBOR MICH 48104

**FIRST FLOOR PLAN**  
 SCALE 1/8" = 1'-0"  
 (TYPICAL UNIT B5)

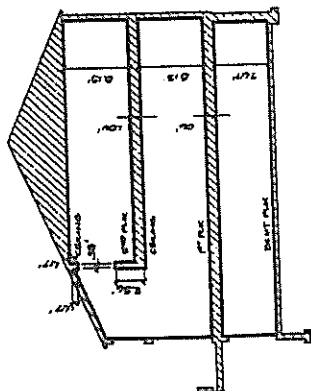
**CROSS SECTION D-D**



**SECOND FLOOR PLAN**

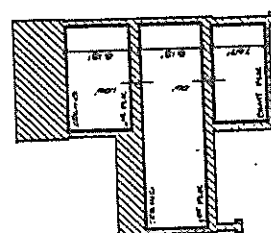


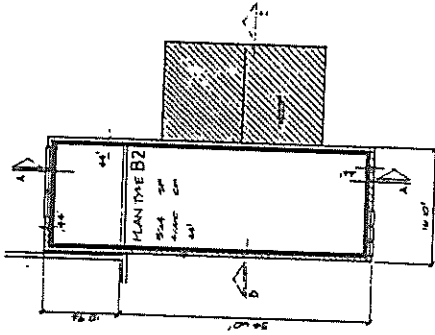
**FIRST FLOOR PLAN**  
 SCALE 1/8" = 1'-0"  
 (TYPICAL UNIT B5)



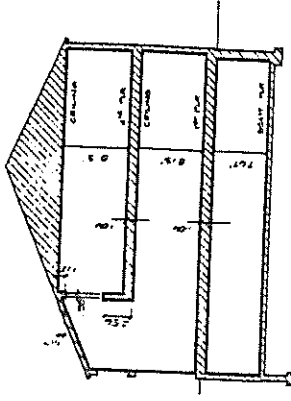
**LONGITUDINAL SECTION A-A**

BASIC BUILDING FLOOR ELEVATIONS - 1995 DATA			
UNIT NO.	BASE FLOOR	1ST FLOOR	2ND FLOOR
202	219.71	219.51	218.51



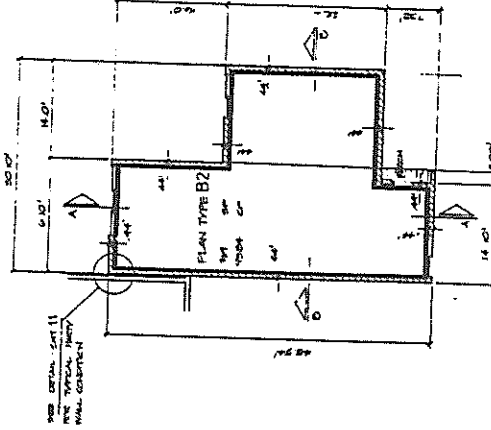


SECOND FLOOR PLAN

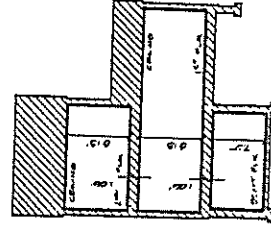


CROSS SECTION A-A

UNIT B2		UNIT B1		UNIT B3	
AREA	1000	1000	1000	1000	1000
PER FLOOR	1000	1000	1000	1000	1000
PER UNIT	1000	1000	1000	1000	1000
PER UNIT	1000	1000	1000	1000	1000



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



CROSS SECTION B-B

PREPARED BY:  
PROPERTY DEVELOPMENT GROUP  
720 NORTH MAIN  
ANN ARBOR MICH 48104

BOUNDARY LIMITS  
COMMON WALLS  
COMMON ELEMENT

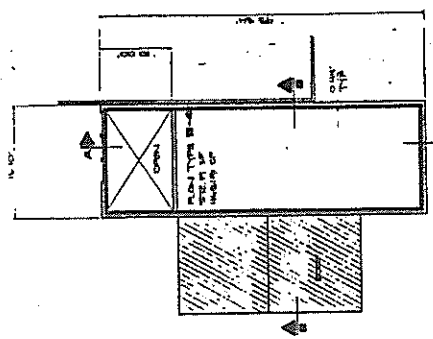
NEWPORT  
WEST  
CONDOMINIUM

SCALE 1/8"=1'-0"

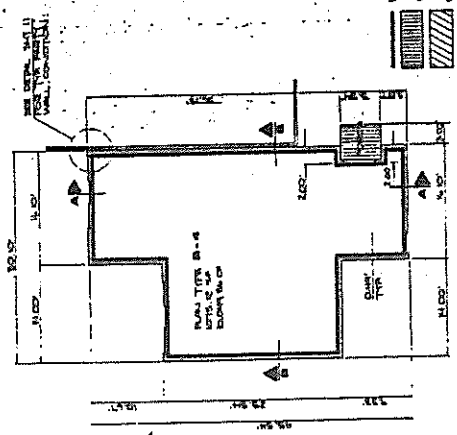
COMMON  
ELEMENT



unit 175 and 415  
page 15 of 16



SECOND FLOOR PLAN

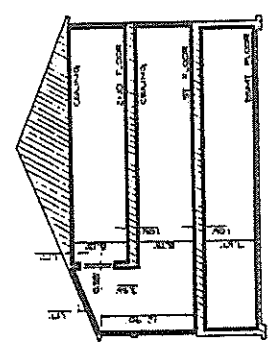


FIRST FLOOR PLAN

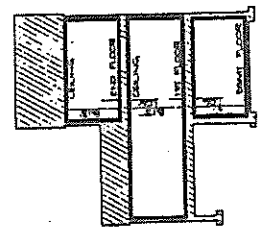
TYPICAL UNIT TYPE B-4	
UNIT NO.	175
FLOOR	FIRST FLOOR
STAIRS	STAIRS
UNIT NO.	175
FLOOR	FIRST FLOOR
STAIRS	STAIRS

**NEWPORT WEST  
CONDOMINIUM**

PREPARED BY: SUTTON ASSOCIATES, P.C.  
870 CHURCH STREET  
PLYMOUTH, MICHIGAN 48170

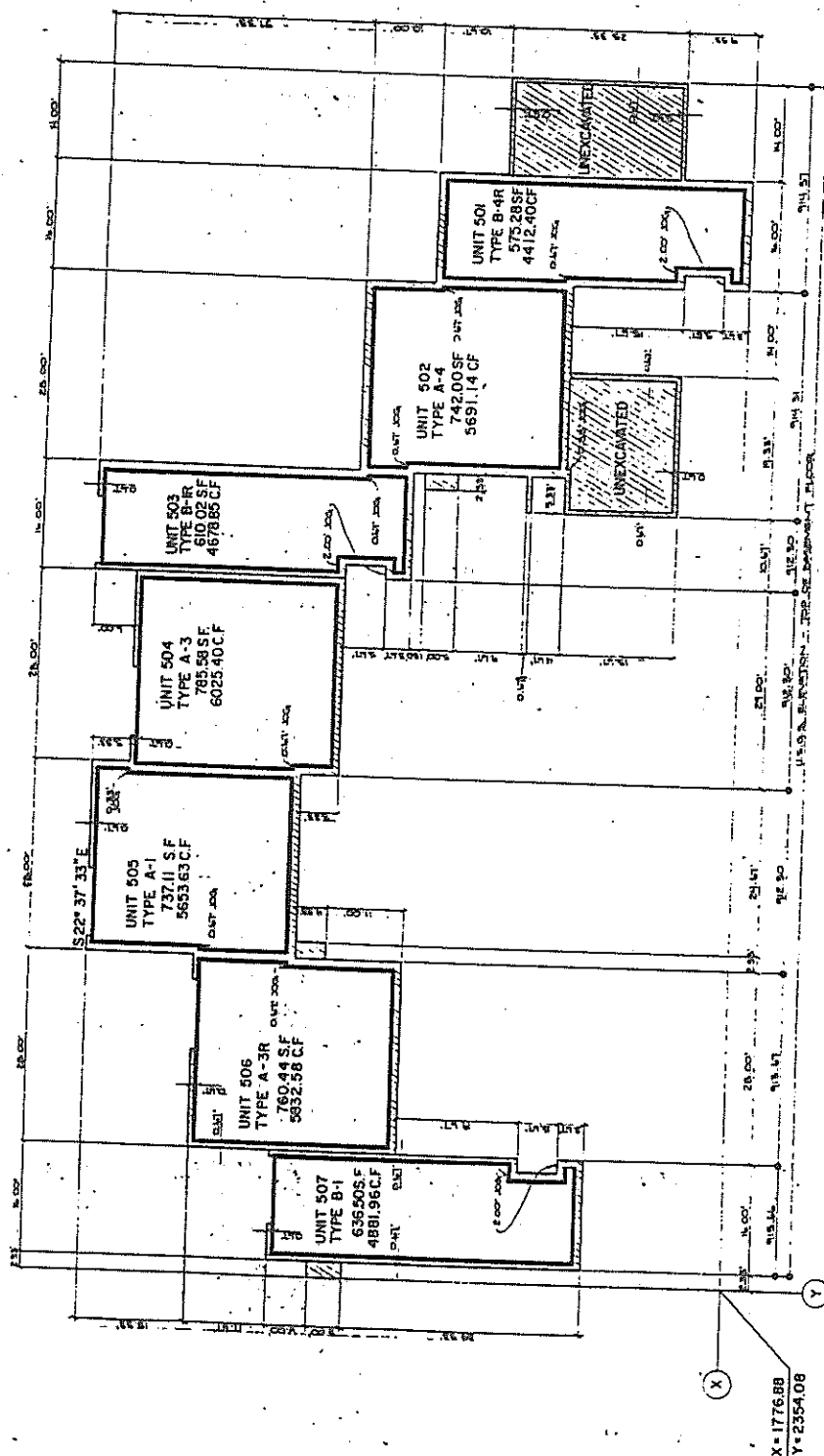


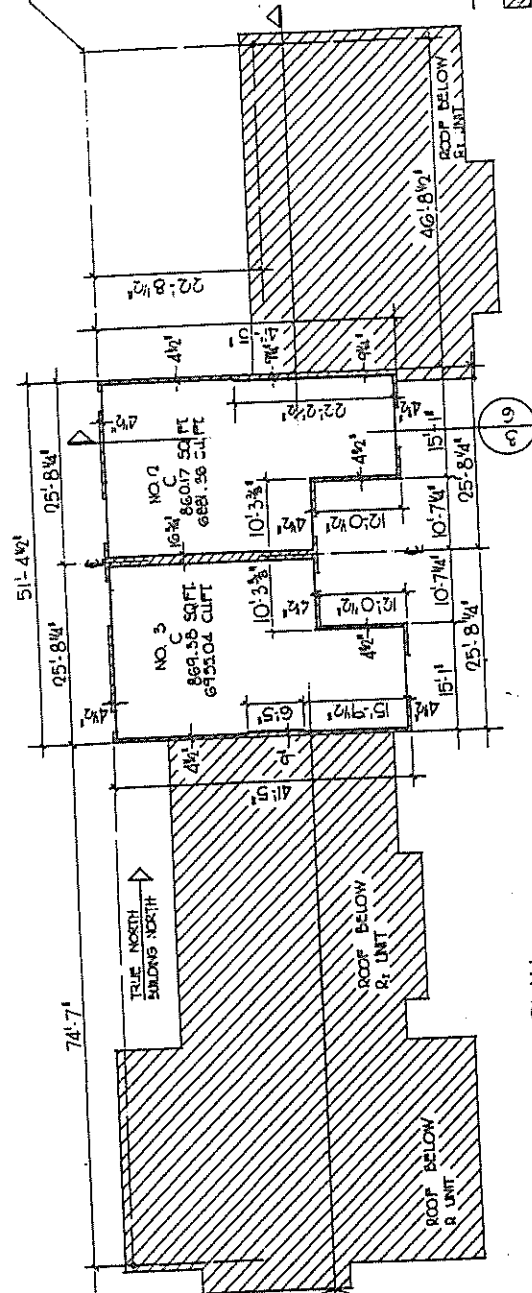
LONGITUDINAL SECTION A-A



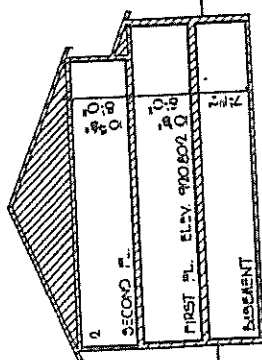
CROSS SECTION B-B



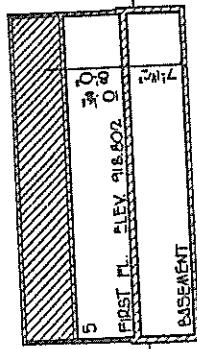




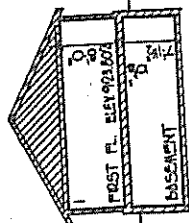
SECOND FLOOR PLAN



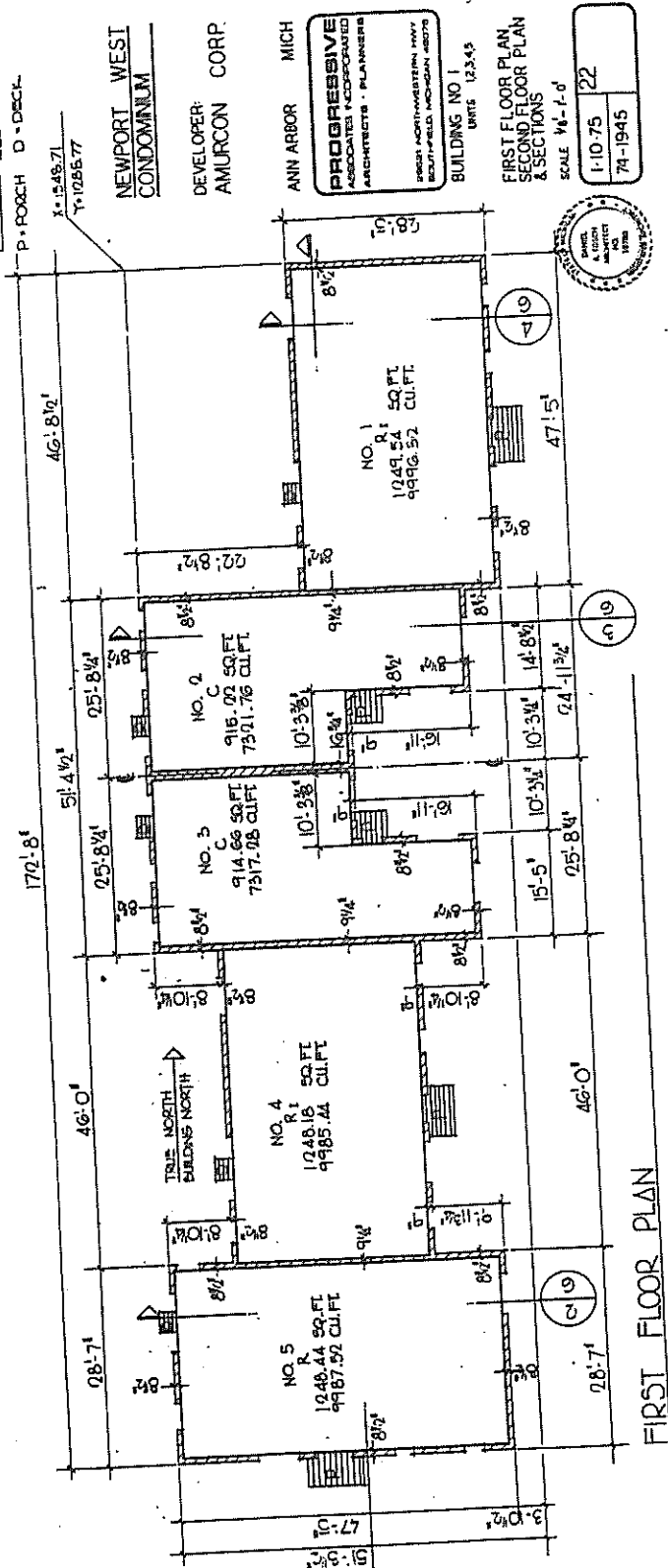
## SECTION



SECTION



SECTION



FIRST FLOOR PLAN

**PROGRESSIVE**  
ASSOCIATES INCORPORATED  
ARCHITECTS • PLANNERS  
28621 NORTHWESTERN HWY  
SOUTHFIELD, MICHIGAN 48076

BUILDING NO 1  
UNIT 12345

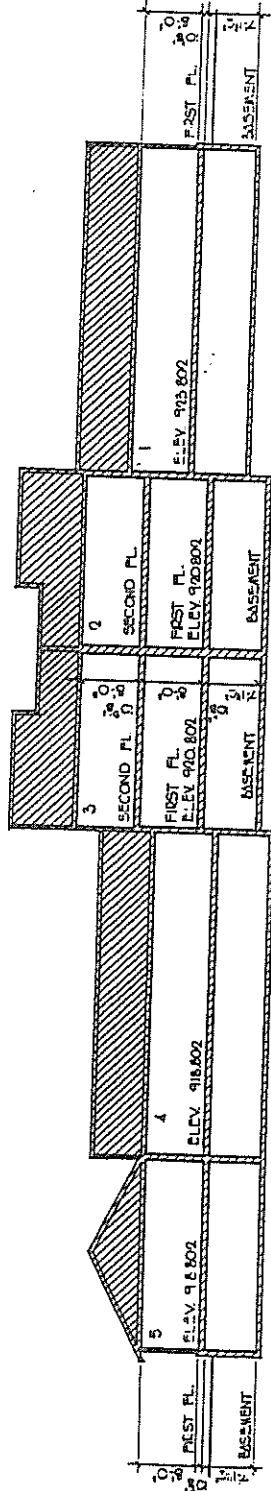
FIRST FLOOR PLAN  
SECOND FLOOR PLAN  
& SECTIONS

SCALE 40'-1'-0"

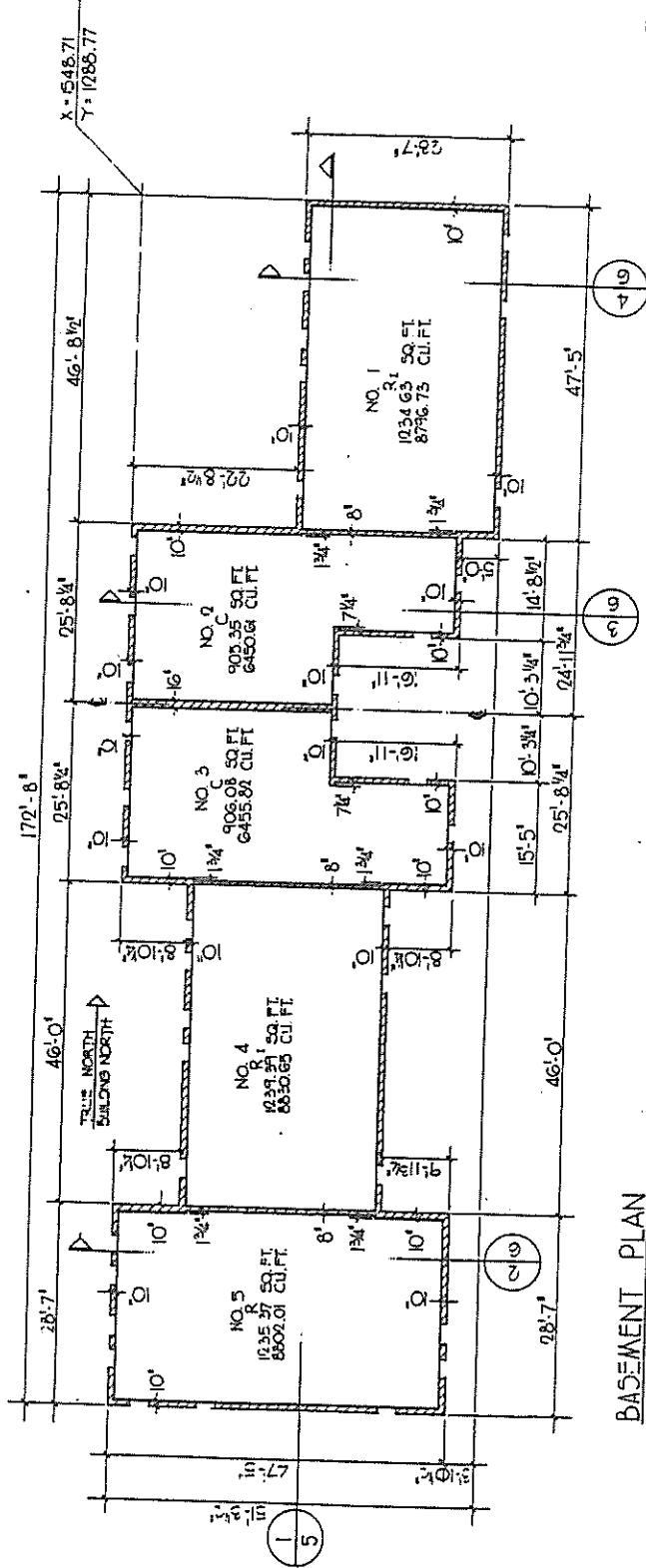
1-10-75

74-1945

NOTES: UNITS OF  
UNIT OWNERSHIP  
GENERAL CONVEN  
ELEMENT



LONGITUDINAL SECTION



BASEMENT PLAN

NEWPORT WEST  
CONDOMINIUM

DEVELOPER  
AMURCON CORP.

ANN ARBOR MICH

**PROGRESSIVE**  
ASSOCIATES ASSOCIATED  
ARCHITECTS - PLANNERS  
2001 NORTHWESTERN HWY.  
NORTHVILLE MICHIGAN 48061

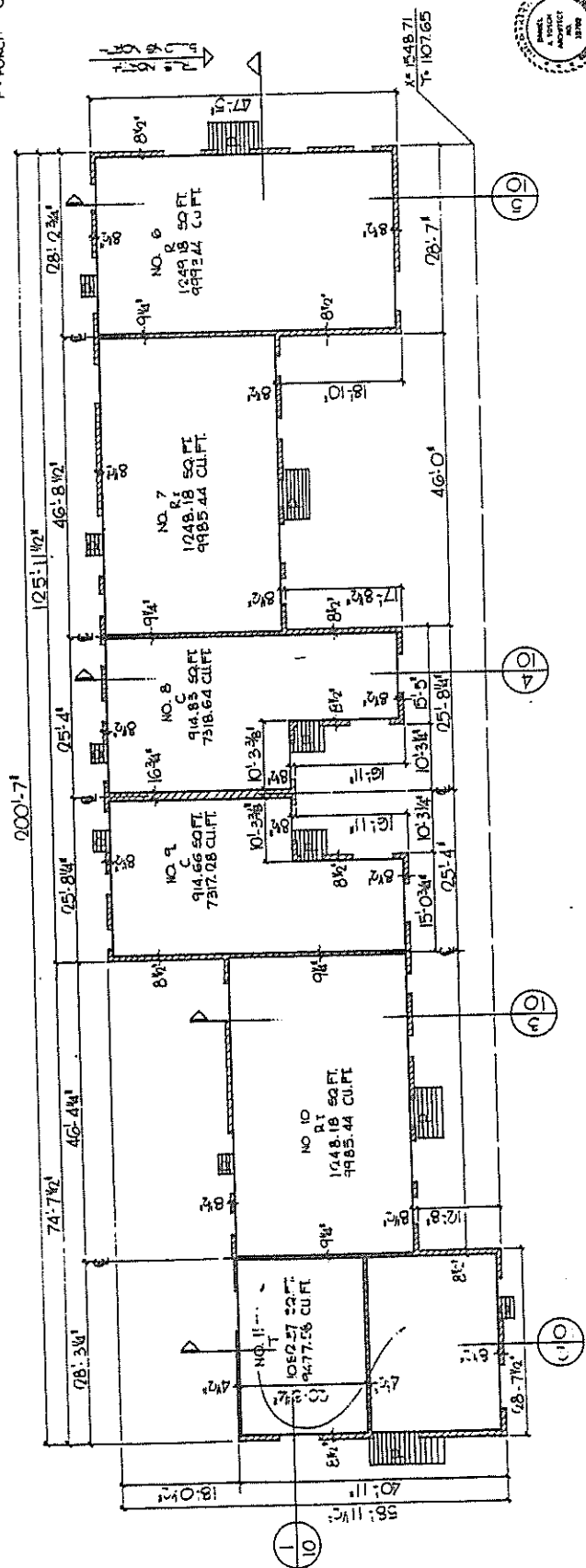
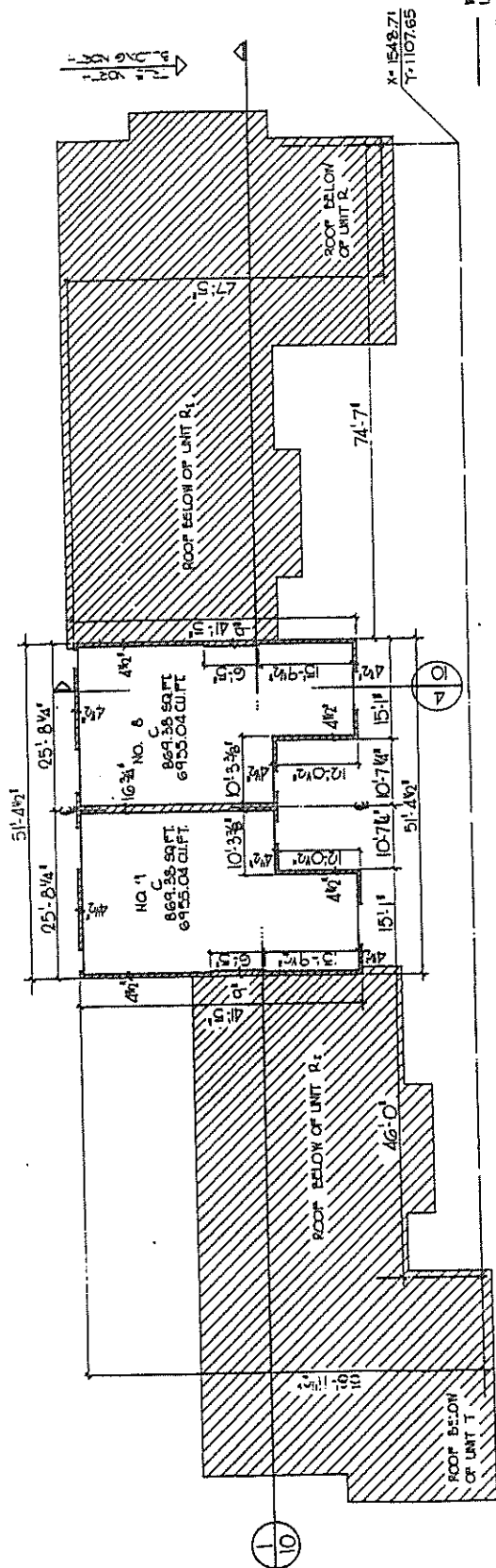
BUILDING NO. 1  
UNITS 123.45

BASEMENT PLAN  
& SECTION

SCALE 1/8"=1'-0"

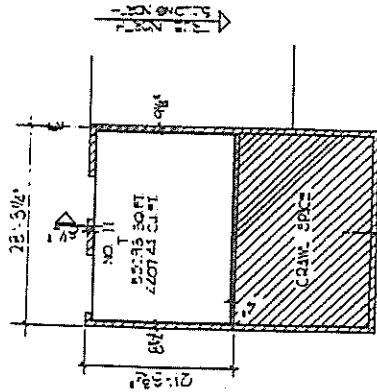
1-10-75  
74-1945



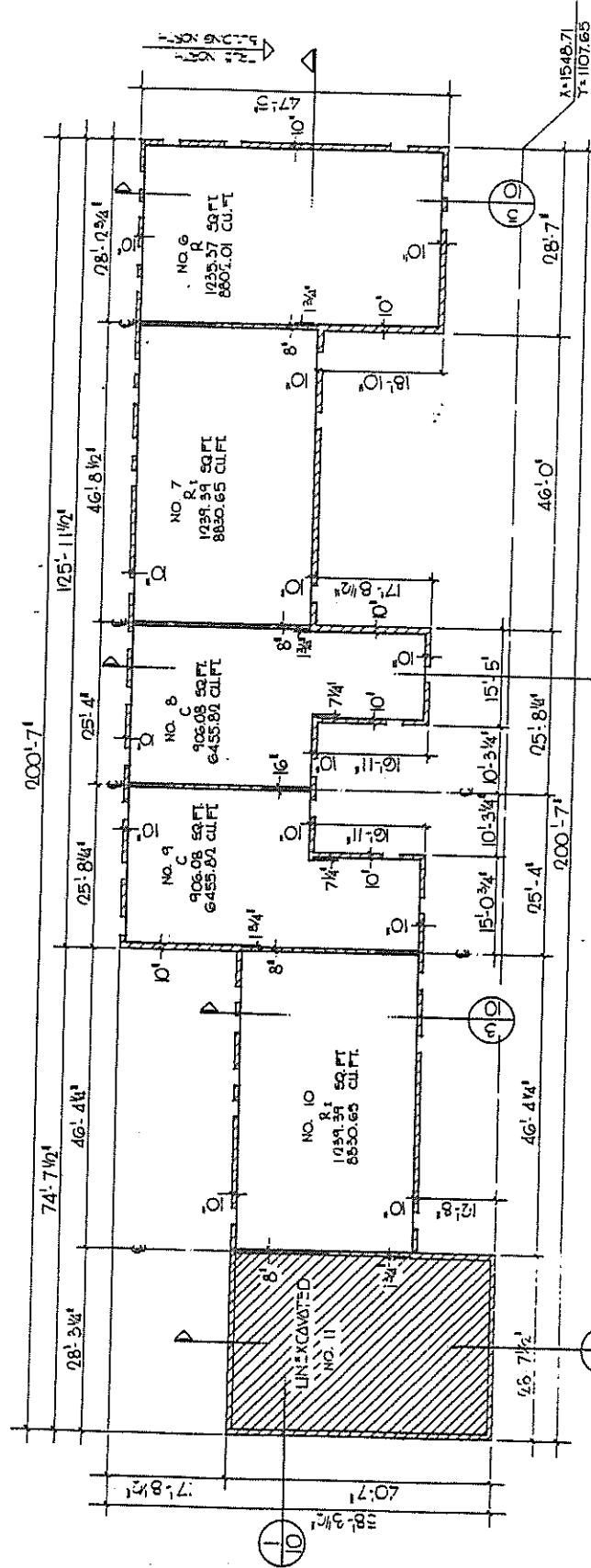


INDICATES LIMITS OF  
UNIT OWNERSHIP

GENERAL COMMON  
ELEMENT



LOWER LEVEL PLAN



BASEMENT / FOUNDATION PLAN

NEWPORT WEST  
CONDOMINIUM

DEVELOPER  
AMURCON CORP.

ANN ARBOR MICH

**PROGRESSIVE**  
ASSOCIATES ASSOCIATED  
ARCHITECTS - PLANNERS  
2000 LACOMME STREET, NW  
SOUTHFIELD, MICH 48034

BUILDING NO 2  
UNITS 628/9/11

BASEMENT PLAN &  
LOWER LEVEL PLAN

SCALE 1/8"=1'-0"

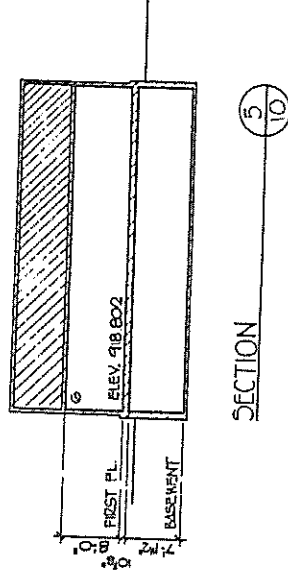
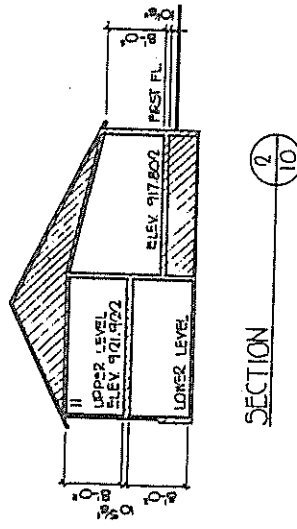
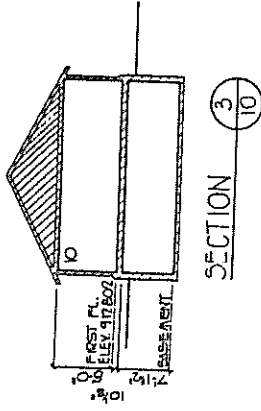
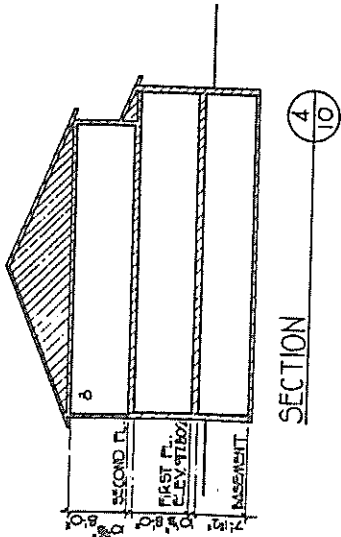
1-10 75 23  
74-1945







INDICATES LIMITS OF  
UNIT OWNERSHIP  
GENERAL COMMON  
ELEMENT



NEWPORT WEST  
CONDOMINIUM

DEVELOPER  
AMURCON CORP.

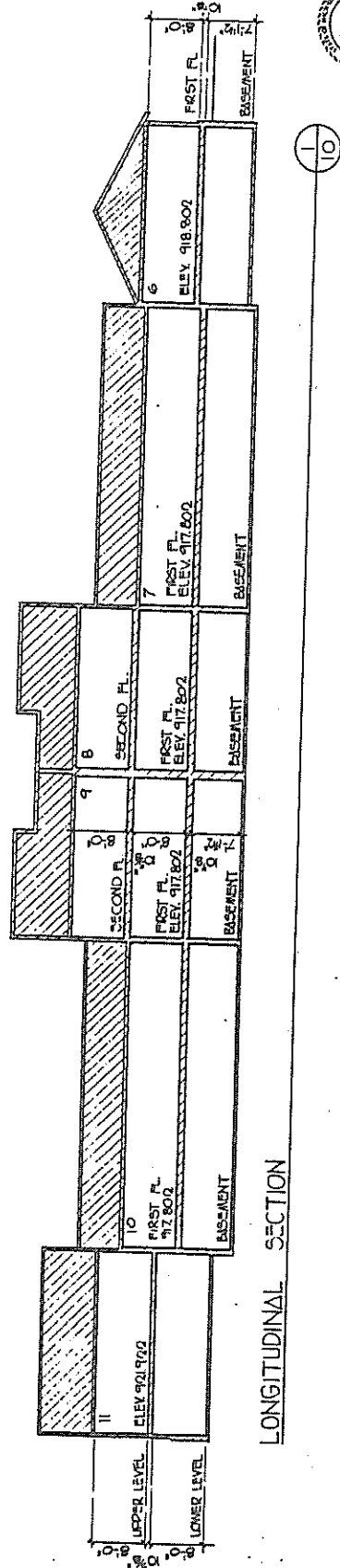
**PROGRESSIVE**  
ASSOCIATES INCORPORATED  
ARCHITECTS - PLANNERS  
2001 NORTHWESTERN HWY  
SOUTH FELD, ALABAMA 36021

BUILDING NO 2  
UNITS 628 K11

SECTIONS

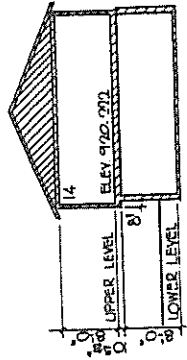
SCALE 1/8" = 1'-0"

1-10-75  
74-1945

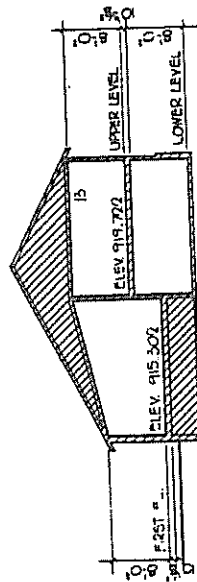


LONGITUDINAL SECTION

NOTES: LIMITS OF  
UNIT OWNERSHIP  
GENERAL COMMON  
ELEMENT



SECTION 14



SECTION 15

NEWPORT WEST  
CONDOMINIUM

DEVELOPER  
AMURCON CORP.

ANN ARBOR MICH

PROGRESSIVE  
ASSOCIATES INCORPORATED  
ARCHITECTS - PLANNERS

2001 NORTHWESTERN HWY  
SOUTHFIELD, MICHIGAN 48076

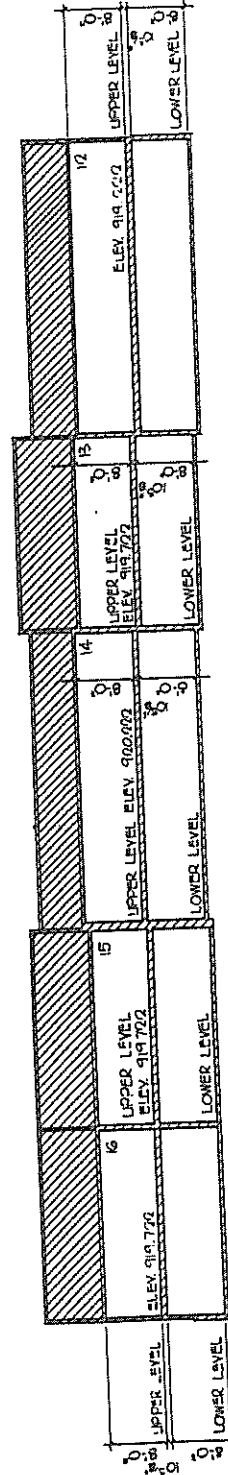
BUILDING NO. 3  
UNITS 12, 13, 14, 15, 16

SECTIONS



SCALE 1/8" = 1'-0"

10/15/06	28
741945	

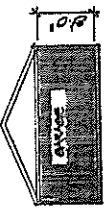


LONGITUDINAL SECTION 1

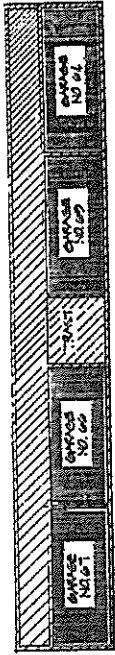




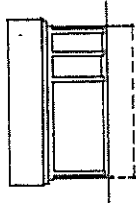
3 LONG. SECTION



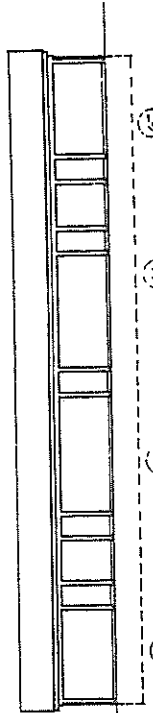
2 LATITUDINAL SECTION



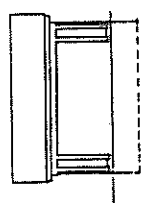
1 LONGITUDINAL SECTION



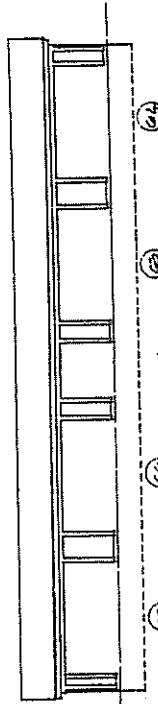
REAR ELEVATION



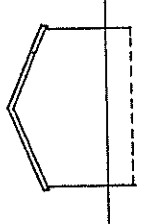
REAR ELEVATION



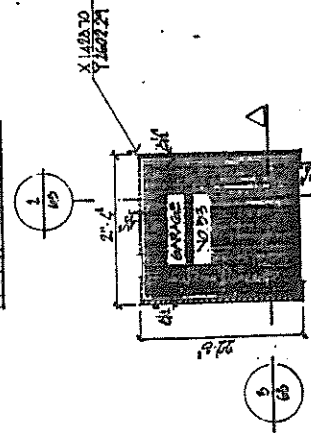
FRONT ELEVATION



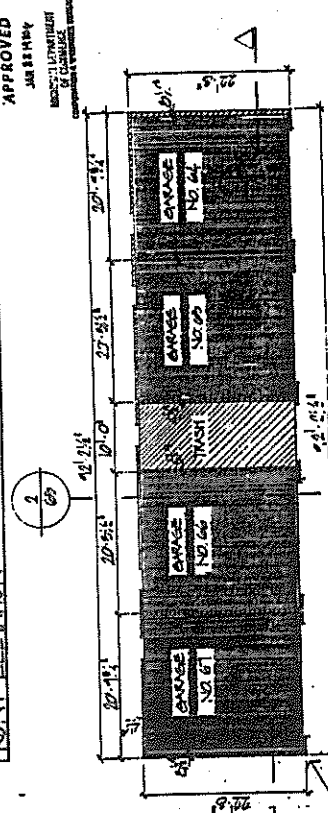
FRONT ELEVATION



SIDE ELEVATION



FLOOR PLAN



FLOOR PLAN



PROGRESSIVE  
 ARCHITECTS  
 NEWPORT WEST  
 ARCHITECTS

APPROVED  
 JAN 28 1964  
 MORTIMER L. BROWN  
 ARCHITECT

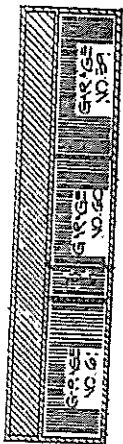
PROPOSED  
 GARAGES 53, 64-67  
 FLOOR PLANS  
 ELEVATIONS  
 SECTIONS

SCALE 1/4" = 1'-0"

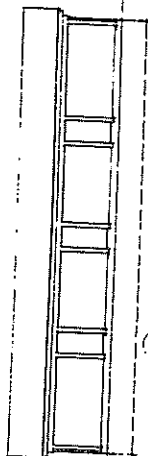
78-2458  
 65



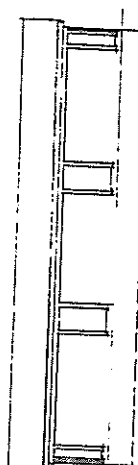
3) NOTES NIGHT



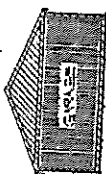
NOTES AND EXTENT



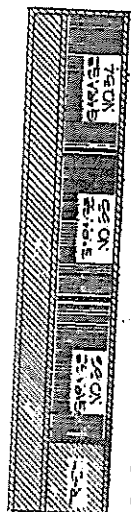
⑧ SECTION



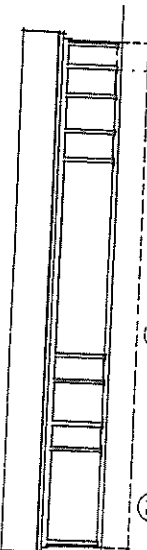
NO. 2111-11000 (6)


$$\underline{SO^* = A^*O}$$


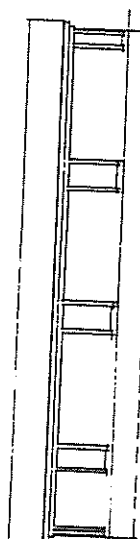
## NOTES



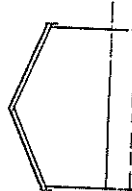
NO. 15 ANCHOR



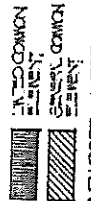
⑧ REP. = EATION



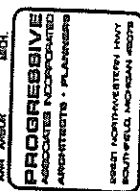
NOTATION



# SECTION



APPROVED  
JAN 22 1964  
FEDERAL BUREAU OF INVESTIGATION  
U.S. DEPARTMENT OF JUSTICE



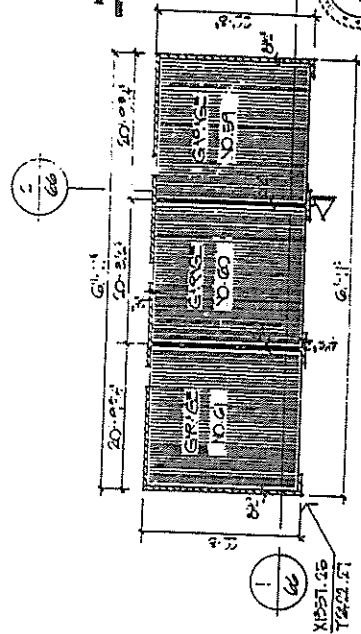
PROPOSED  
GARAGES 59,60,61/  
54,55,56  
FLOOR PLANS

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

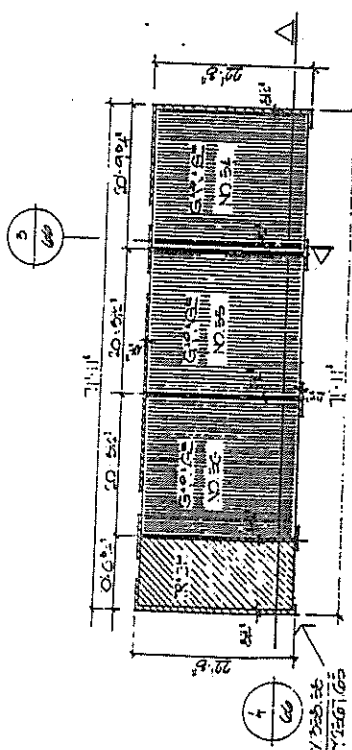
78 2458	66
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*Quelley*

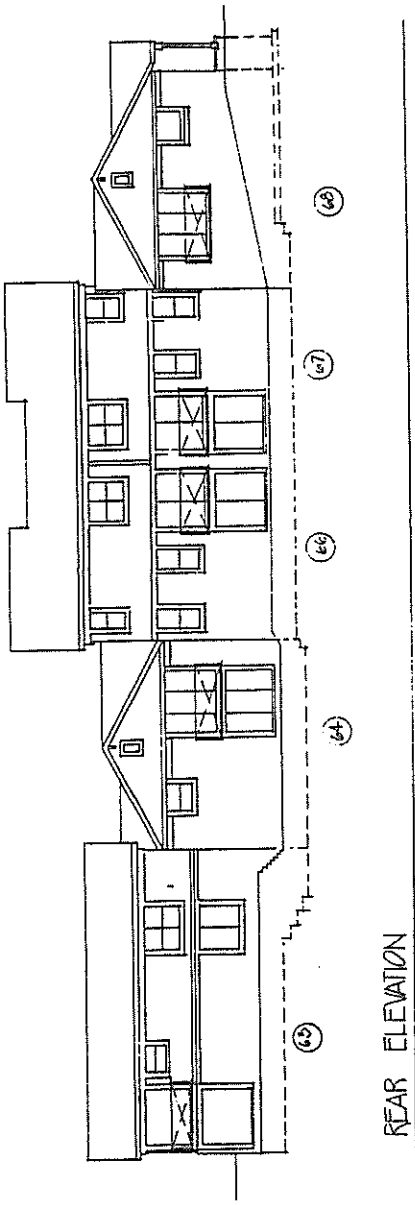


708

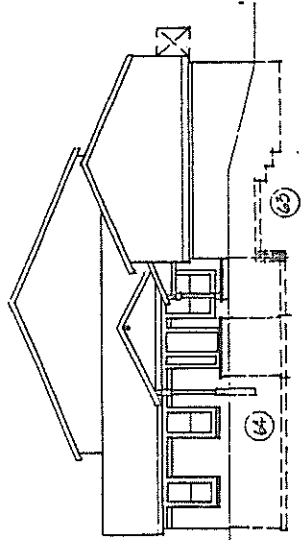


0000

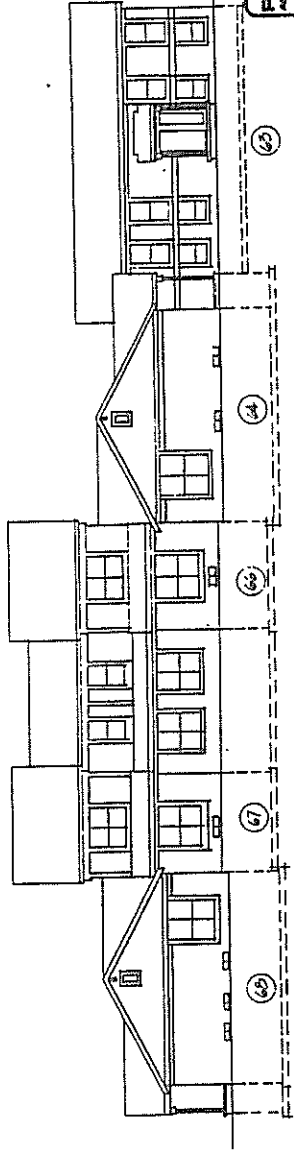
4.1749 rev 591  
 8-25-84



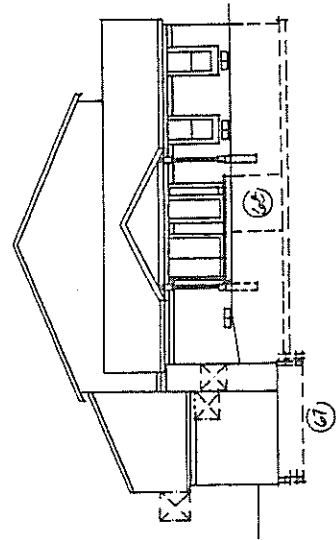
REAR ELEVATION



RIGHT SIDE ELEVATION



FRONT ELEVATION



LEFT SIDE ELEVATION

SEAL  
 A 17024  
 10/1/84  
 10/1/84

*Diwella*

PROPOSED  
NEWPORT WE  
CONDOMINIUM

ANN ARBOR MI 48106

**PROGRESSIVE**  
 ASSOCIATES INCORPORATED  
 ARCHITECTS • PLANNERS

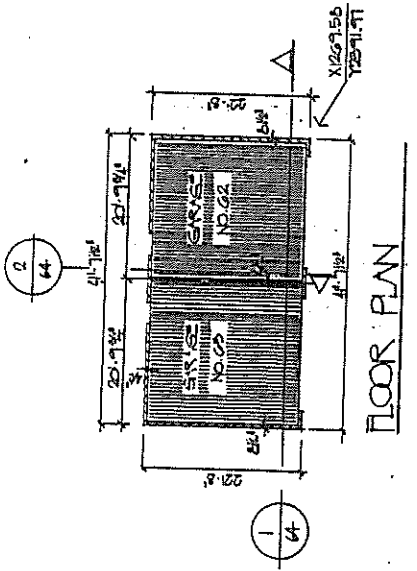
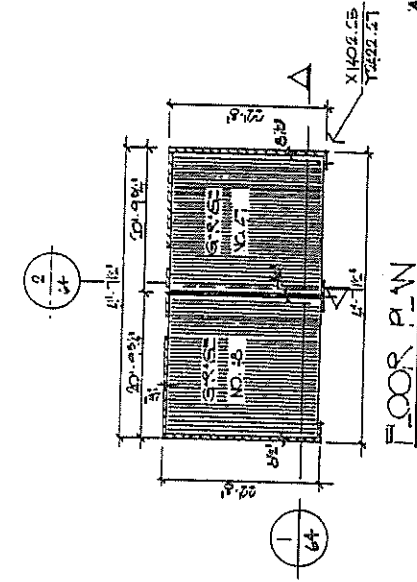
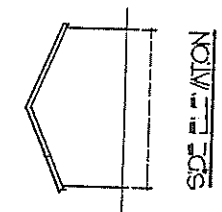
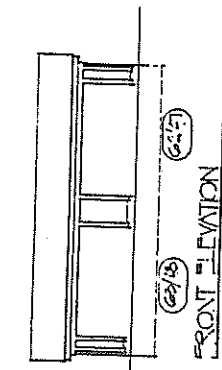
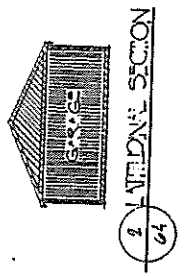
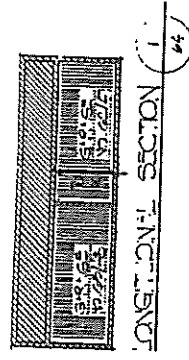
8000 NORTHWESTERN HWY  
 SOUTHFIELD MICHIGAN 48076

UNITS 63-67  
 ELEVATIONS  
 SCALE 1/8" = 1'-0"

APPROVED  
 JAN 11 1984  
 MICHIGAN LANDMARK  
 & HISTORIC COMMISSION

AS 11/77	63
78 2458	

GENERAL COMMON  
ELEMENT  
LIMITED COMMON  
ELEMENT



NEWPORT WEST  
ANN ARBOR  
MI 48106

PROGRESSIVE  
ARCHITECTS INCORPORATED  
ARCHITECTS • PLANNERS  
2000 NORTHWESTERN HWY  
SOUTHFIELD MICHIGAN 48076

PROPOSED  
GARAGES 47.48 /  
62.63

FLOOR PLANS  
ELEVATIONS  
SECTIONS  
SCALE:  
1/8"=1'-0"

APPROVED  
JAN 31 1964  
MICHAEL K. KAMMERT  
OF KAMMERT  
ARCHITECTS & ASSOCIATES

64

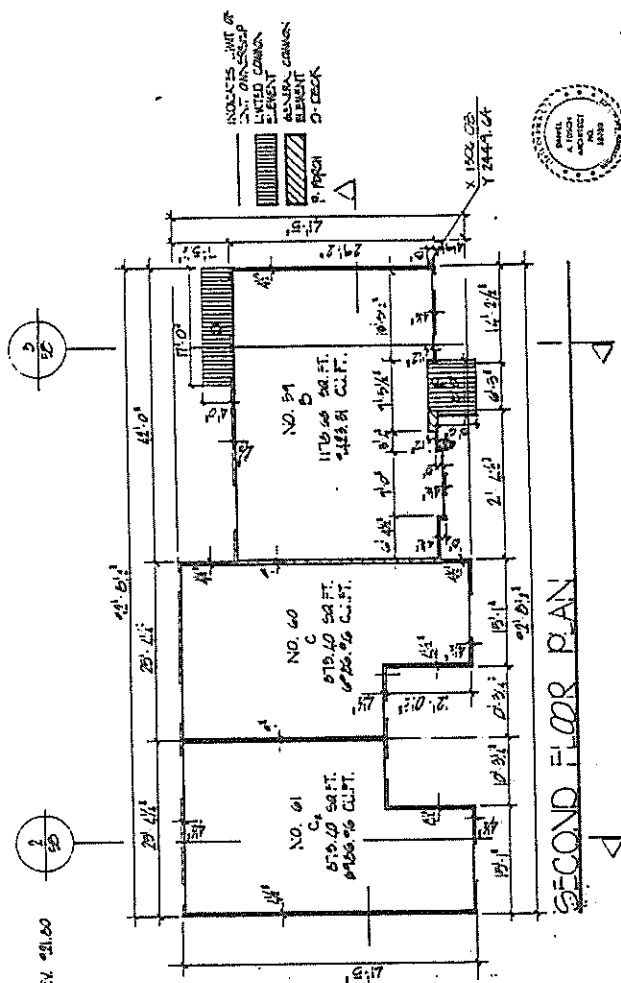
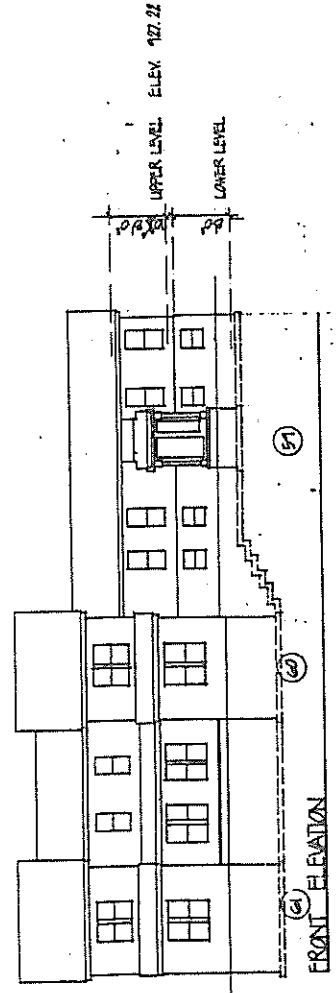
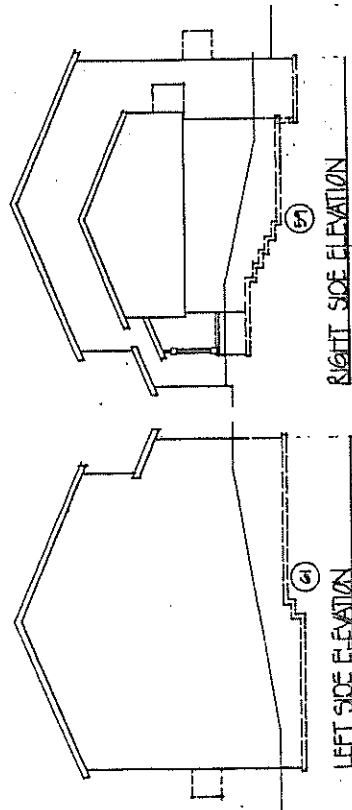
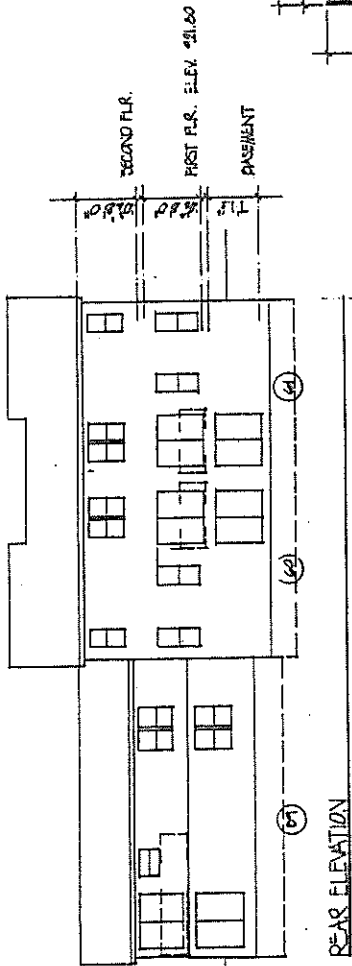
78-2458



10

ALG. 1, 1979	62
78 2458	

1748-587  
2-5-54



INDICATES LIMIT OF  
NOT ON-SITE  
LIMITED COMMON  
ELEMENT  
ASIDE COMMON  
ELEMENT  
P. 1100  
D. 1100



David B. Fink

NEWPORT WEST  
ANY ARBOR

**PROGRESSIVE**  
ASSOCIATES INCORPORATED  
ARCHITECTS • PLANNERS

3000 NORTHWESTERN HWY  
SOUTH-FIELD, MICHIGAN 48078

PROPOSED  
LIMITS 59,60,61  
PLAN/2ND FLOOR  
ELEVATIONS

APPROVED  
JAN 28 1979  
MAGNUS L. HANSEN  
REGISTERED ARCHITECT  
STATE OF CALIFORNIA

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

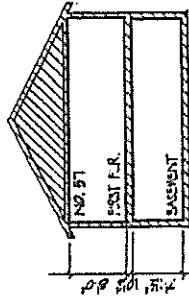
ALG 1979  
78 2458  
59

NOTE:  
ALL WALLS ARE 12\"/>

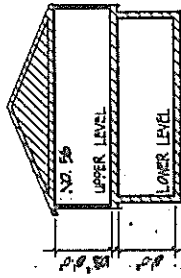


12-17-80 10:58  
1-3-22 1-3-22

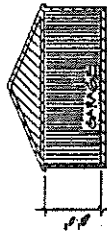
NOTES: PART OF  
UNIT 57  
UNIT 58  
UNIT 59  
UNIT 60  
UNIT 61  
UNIT 62  
UNIT 63  
UNIT 64  
UNIT 65  
UNIT 66  
UNIT 67  
UNIT 68  
UNIT 69  
UNIT 70  
UNIT 71  
UNIT 72  
UNIT 73  
UNIT 74  
UNIT 75  
UNIT 76  
UNIT 77  
UNIT 78  
UNIT 79  
UNIT 80  
UNIT 81  
UNIT 82  
UNIT 83  
UNIT 84  
UNIT 85  
UNIT 86  
UNIT 87  
UNIT 88  
UNIT 89  
UNIT 90  
UNIT 91  
UNIT 92  
UNIT 93  
UNIT 94  
UNIT 95  
UNIT 96  
UNIT 97  
UNIT 98  
UNIT 99  
UNIT 100



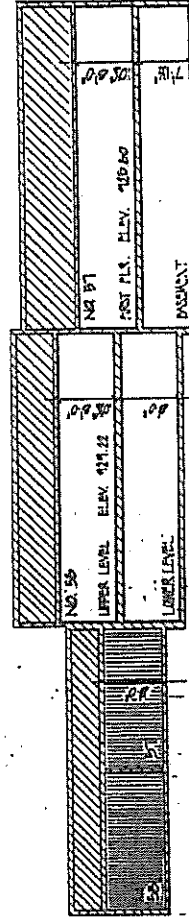
SECTION 1



SECTION 2



SECTION 3



SECTION 4

NOTES:  
1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

APPROVED  
JAN 22 1981  
ARCHITECT  
OF CHARGE  
CONSULTING ENGINEER

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

ALU. LTR  
78 2458  
57



NEWPORT WEST  
ANN ARBOR  
MICH.

PROGRESSIVE  
ARCHITECTS & PLANNERS  
ARCHITECTS & PLANNERS  
1000 NORTHWESTERN HWY  
SOUTHFIELD, MICHIGAN 48034

PROPOSED  
UNITS 57, 58  
SECTIONS

00-1749 688

INDICATES LIMITS OF  
LIMITED CANNON  
ELEMENT  
GENERAL CANNON  
P. POINT  
D. DOCK



*David West*

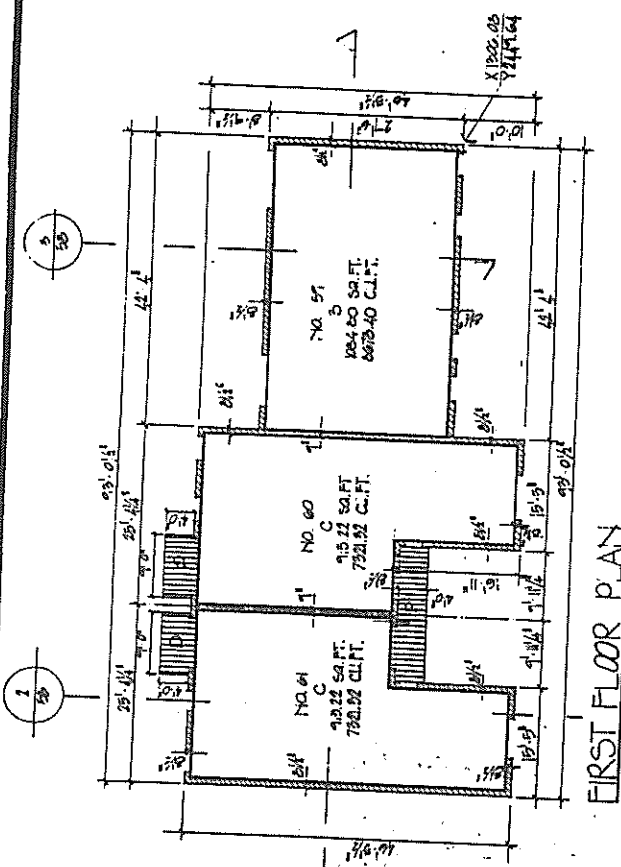
NEWPORT WEST  
ARCH. ARCH.

**PROGRESSIVE**  
ASSOCIATES INCORPORATED  
ARCHITECTS - PLANNERS  
1000 NORTH AVENUE  
SOUTH FIELDS, NEWPORT WEST

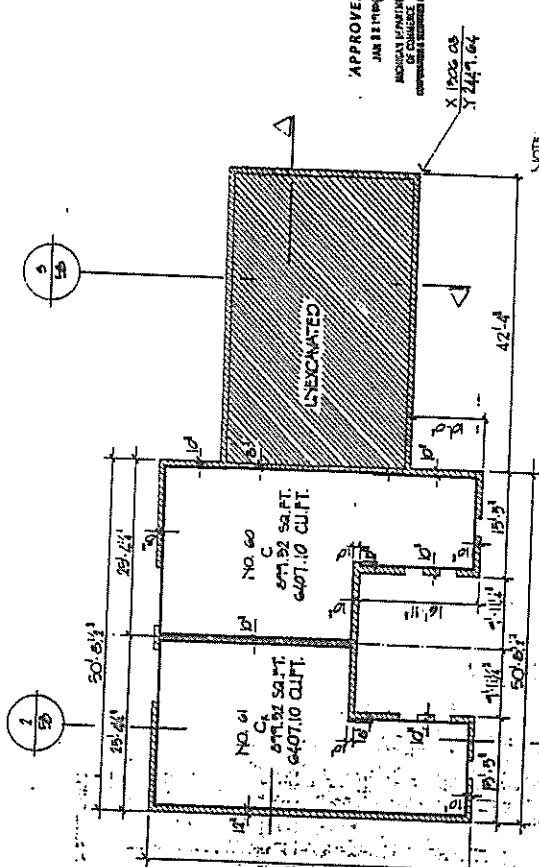
PROPOSED  
UNITS 5960 & B  
PLANS  
SECTIONS

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

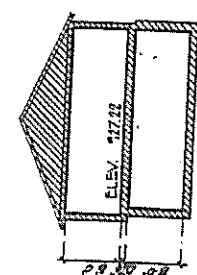
AUG 1 1978  
78-2458  
58



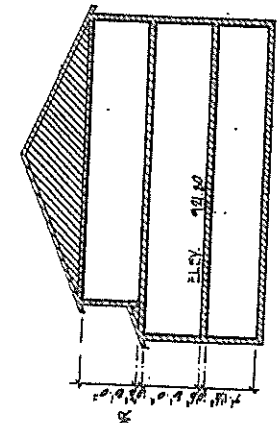
FIRST FLOOR PLAN



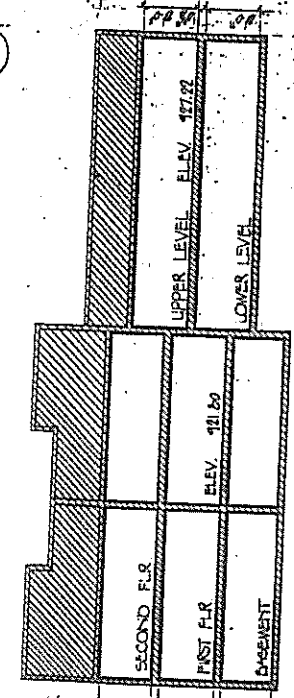
BASEMENT PLAN



SECTION



SECTION



SECTION

NOTE:  
ALL WALLS AND SLAB ARE TO BE FINISHED  
TO INSIDE SURFACE UNLESS NOTED OTHERWISE

UNIT OF MEASURE  
PRESENT CONGRU  
LIMITED CONGRU  
ELEMENT  
P. 50000  
D. 00000



*Daniel A. Basha*

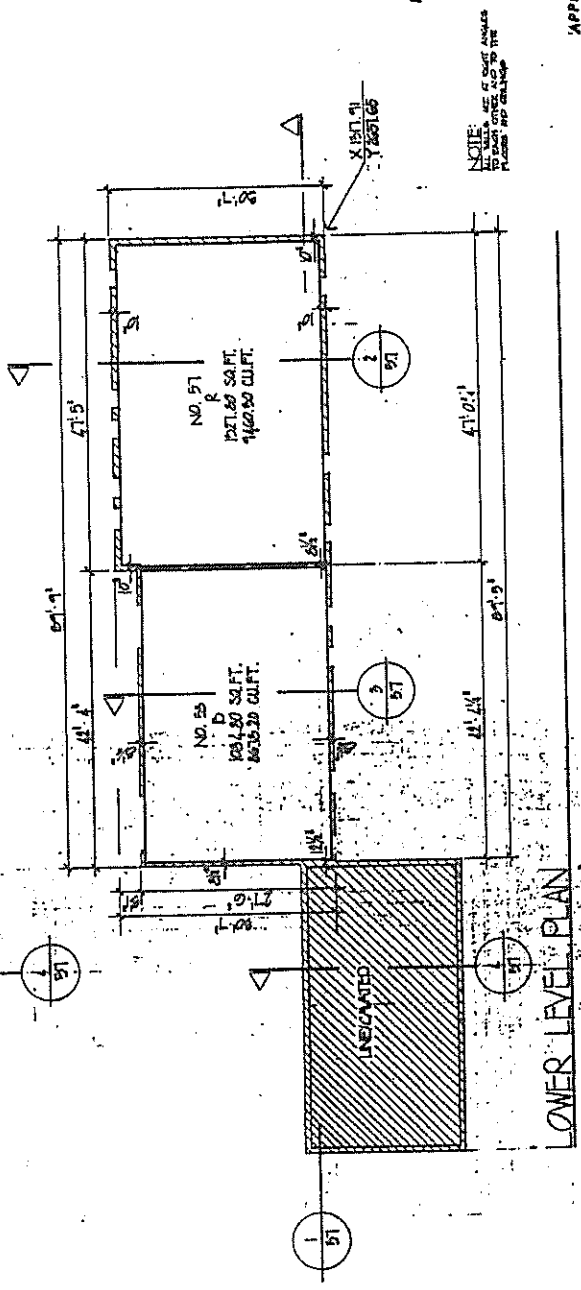
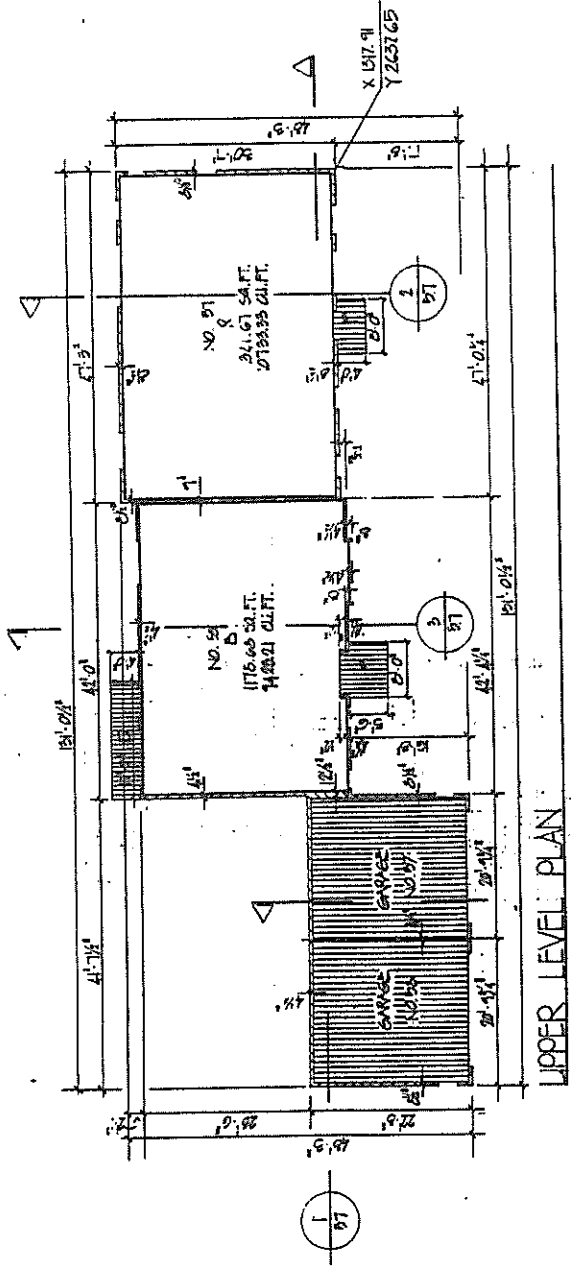
NEWPORT WEST  
JAN. 1980  
MON.

**PROGRESSIVE**  
ARCHITECTURAL  
PLANNING  
DESIGN - NORTHWESTERN  
SOUTHWESTERN ARCHITECTURE

PROPOSED  
UNITS 57, 58  
PLANS

APPROVED  
JAN 83 11:00 AM  
ARCHITECTURAL  
DESIGN - NORTHWESTERN  
SOUTHWESTERN ARCHITECTURE

SCALE: 1/8"=1'-0"  
AUG 1 1979  
78 2458  
55



NOTE: SEE ELEVATION  
FOR UNIT ANGLES  
TO BE SHOWN AND TO THE  
FLOOR AND CEILING



*David Kahn*

NEWPORT WEST  
ARCHITECT

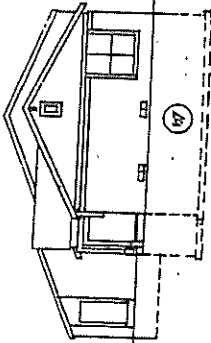
**PROGRESSIVE**  
ASSOCIATES INCORPORATED  
ARCHITECTS • PLANNERS  
100 WEST 110TH STREET, NEW YORK, NY 10025  
TEL: 212-692-1234 FAX: 212-692-1235

PROPOSED  
UNITS: 57, 58  
ELEVATIONS

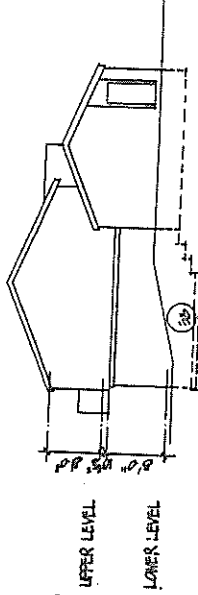
APPROVED  
JUL 22 1994  
BROOKLYN DEPARTMENT  
OF BUILDINGS  
CONSTRUCTION DIVISION

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

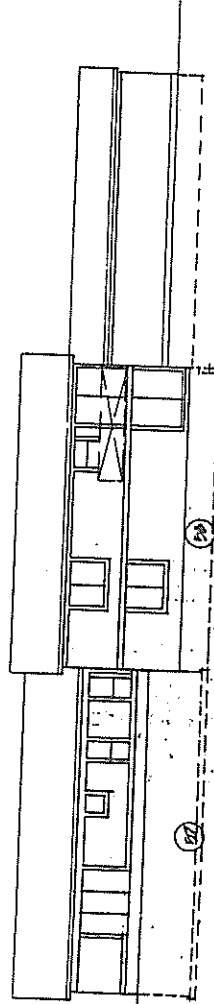
AUG 1 1994	56
78 2458	



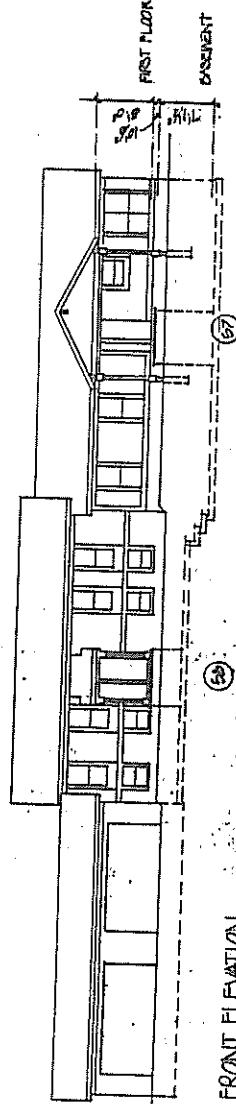
RIGHT SIDE ELEVATION



LEFT SIDE ELEVATION



REAR ELEVATION

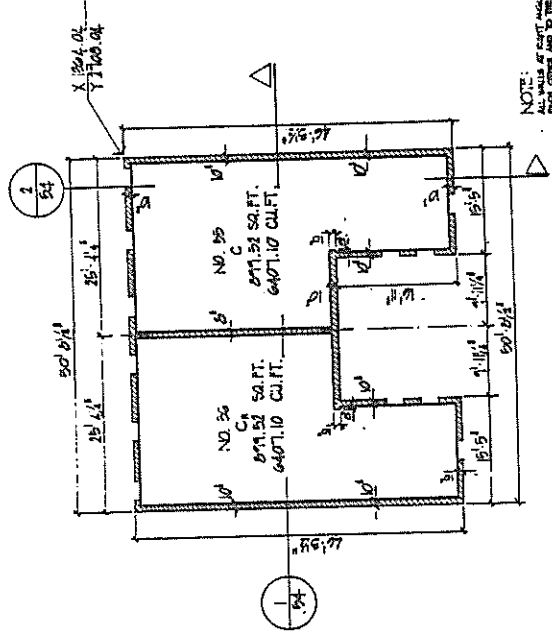
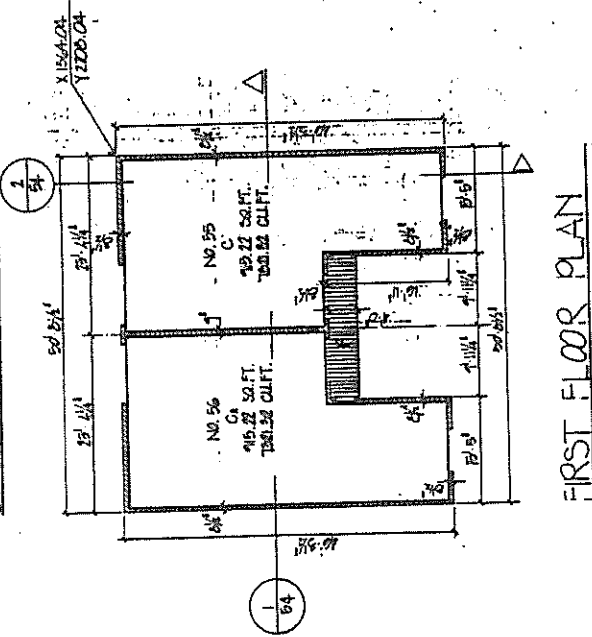
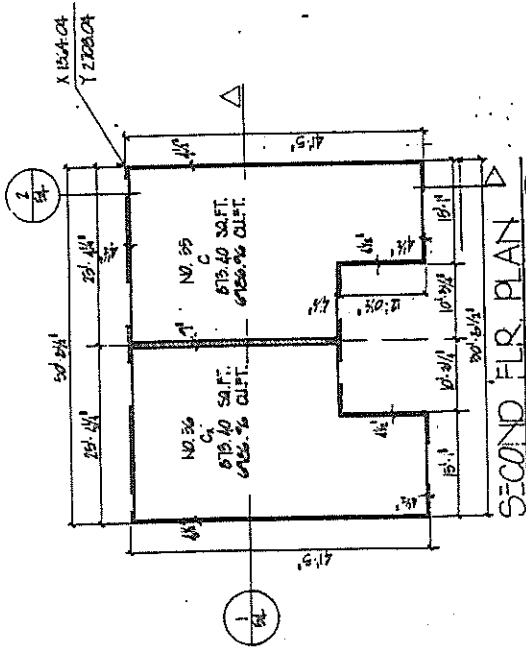


FRONT ELEVATION

FIRST FLOOR  
BASEMENT



UNITS OF MEASURE  
 SQUARE FOOT  
 LINEAR FOOT  
 CUBIC FOOT  
 PER CENT



NOTE:  
 ALL DIMENSIONS ARE TO THE FACE OF THE WALLS UNLESS NOTED OTHERWISE.



*David A. West*

NEWPORT WEST  
 ARCHITECTS

PROGRESSIVE  
 ASSOCIATES INCORPORATED  
 ARCHITECTS - PLANNERS

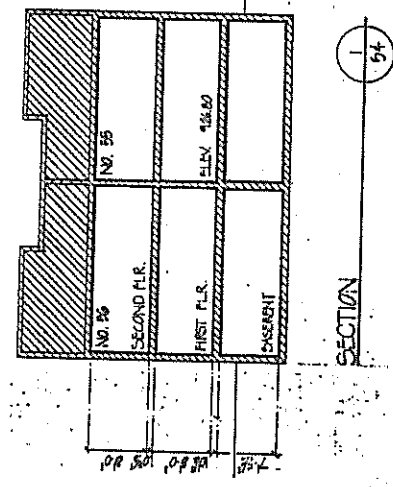
ROBERT NORTHWESTERN HWY.  
 SOUTHFIELD, MICHIGAN 48076

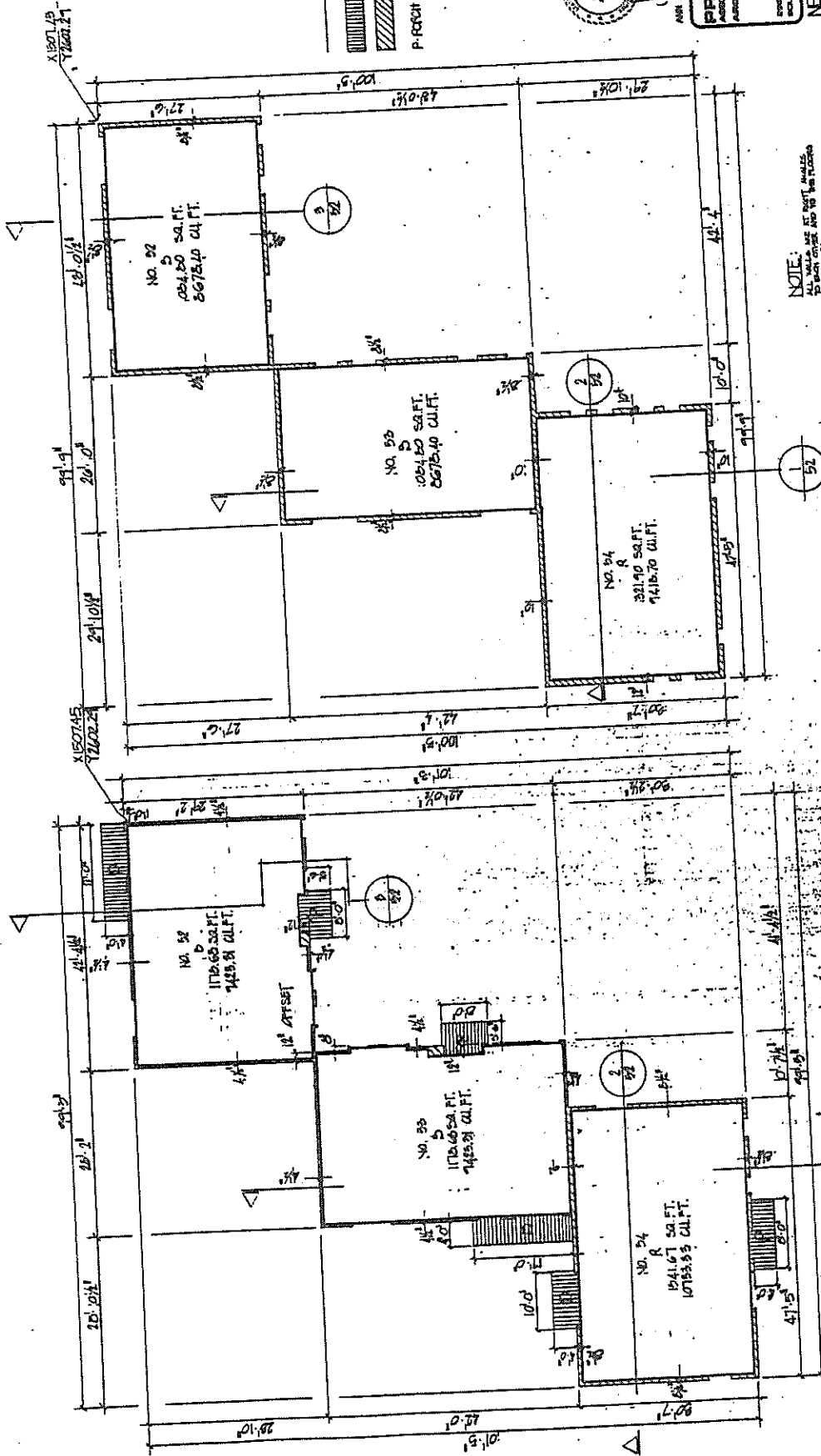
PROPOSED  
 UNITS 55, 56  
 PLANS

APPROVED  
 JUN 22 1984  
 DAVID A. WEST  
 PROFESSIONAL ENGINEER  
 STATE OF NEW YORK

SCALE 1/8" = 1'-0"

53





FIRST FLOOR PLAN

BASEMENT PLAN

APPROVED  
 JAN 31 1984  
 ARCHITECT  
 78 2458

51

PROGRESSIVE  
 ASSOCIATES INCORPORATED  
 ARCHITECTS - PLANNERS

200 NORTHWESTERN HWY.  
 SUITE 100, LOS ANGELES, CA 90045

NEWPORT WEST  
 CONDOMINIUM  
 PROPOSED

UNITS 5253 & 54  
 FLOOR PLANS

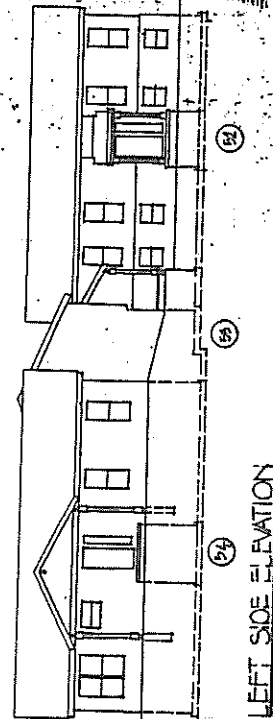
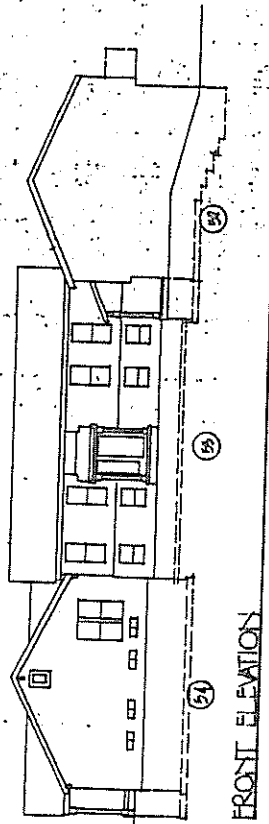
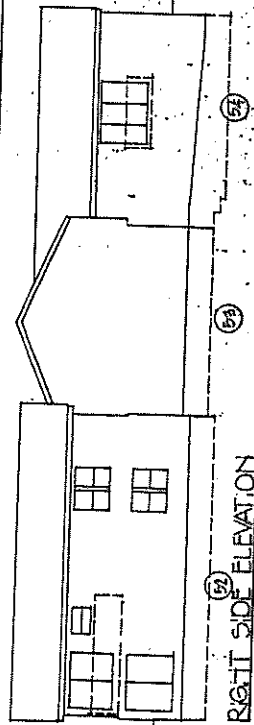
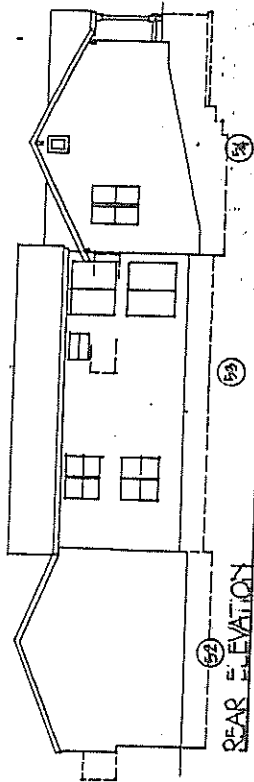
SCALE 1/4"=1'-0"

AUG 1 1983  
 78 2458

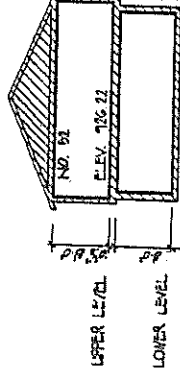


ARCHITECT  
 78 2458

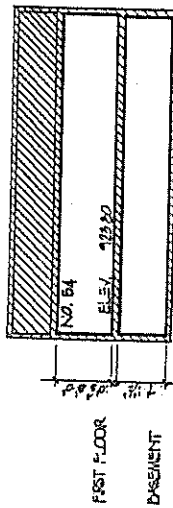
1740 78580  
7-3-11 2-22



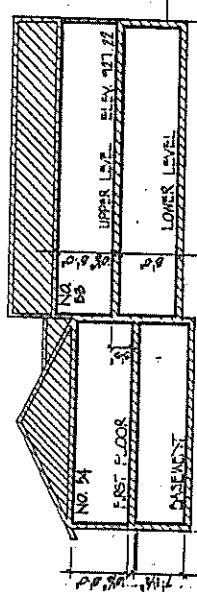
NOTE:  
ALL WALLS ARE AT LEAST 1/2" THICK  
AND ALL WINDOWS ARE TO THE EXTERIOR



SECTION 1



SECTION 2



SECTION 3

UNITS OF UNIT  
COMMON  
UNITED COMMON  
ELEVATION  
GENERAL COMMON  
ELEVATION



Daniel J. Papp  
NEWPORT WEST  
ARCHITECT

PROGRESSIVE  
ARCHITECTS INCORPORATED  
ARCHITECTS • PLANNERS  
2001 NORTHWESTERN HWY.  
SOUTHFIELD, MICHIGAN 48034

PROPOSED  
UNITS 52, 53 & 54

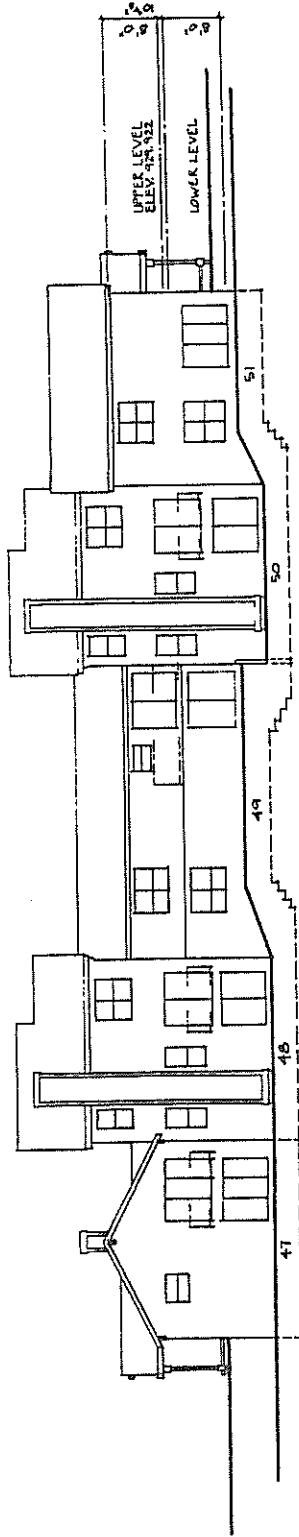
SECTIONS  
ELEVATIONS

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

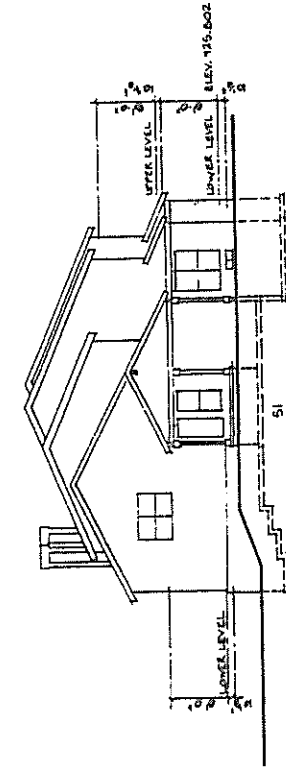
52  
78 2458

APPROVED  
JAN 11 1104  
ARCHITECT  
BY EXAMINEE  
COURTESY OF THE BOARD

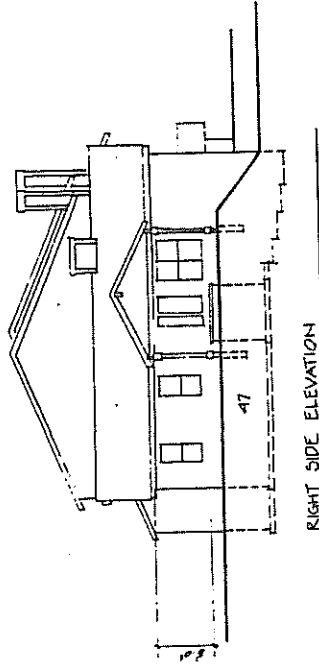
1678 Rev. 44  
1/10/00



REAR ELEVATION



LEFT SIDE ELEVATION



NEWPORT WEST  
CONDOMINIUM

APPROVED

00113 003

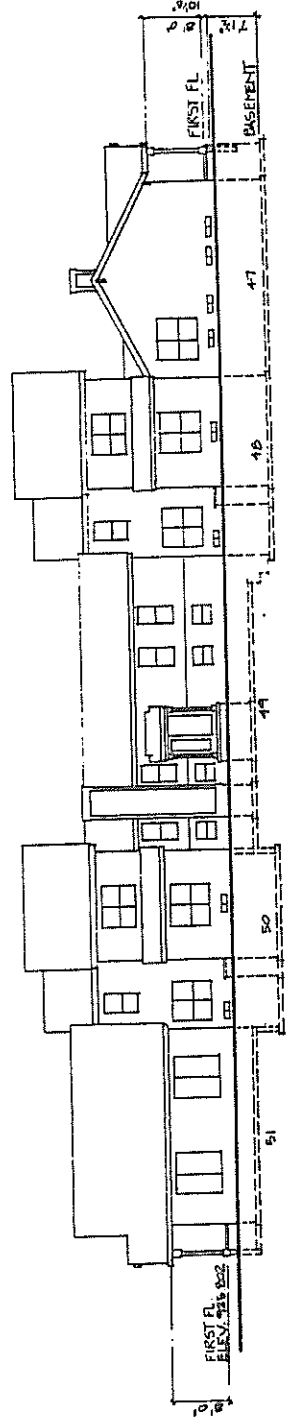
BOZEMAN, MONTANA  
BOZEMAN, MONTANA  
BOZEMAN, MONTANA

**PROGRESSIVE**  
ASSOCIATES INCORPORATED  
ARCHITECTS - PLANNERS  
2000 NORTHWESTERN AVE.  
BOZEMAN, MONTANA 59717

UNITS 47-51  
ELEVATIONS

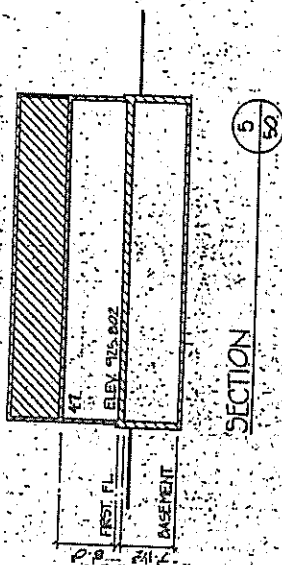
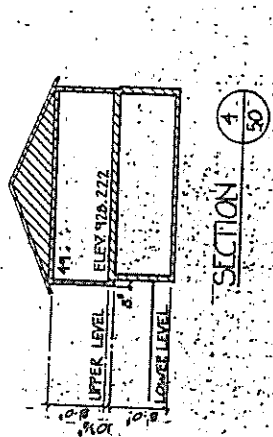
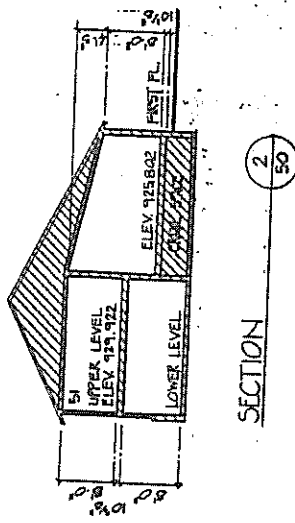
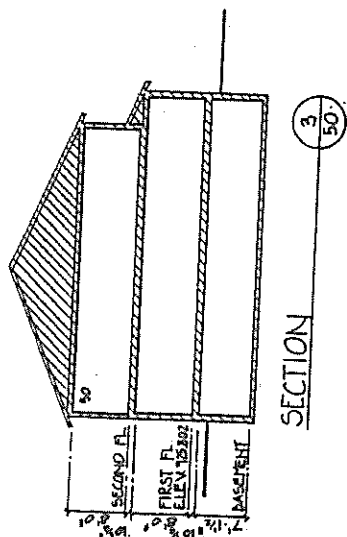
SCALE 1/8"=1'-0"

9-27-78	49
78 2474	



FRONT ELEVATION

INDICATES LIMITS OF  
UNIT OWNERSHIP

GENERAL COMMON  
ELEMENTS

**NEWPORT WEST  
CONDOMINIUM**

**APPROVED:**

11

THE  
OF  
CONSUMERS

2000

**PROGRESSIVE**  
ASSOCIATES INCORPORATED  
ARCHITECTS • PLANNERS

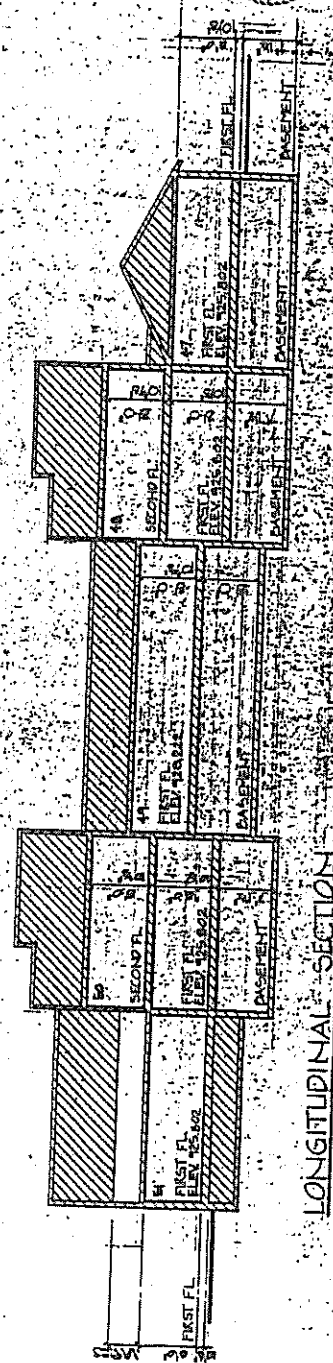
1994 NATIONAL ACADEMY OF SCIENCES  
MEMBER

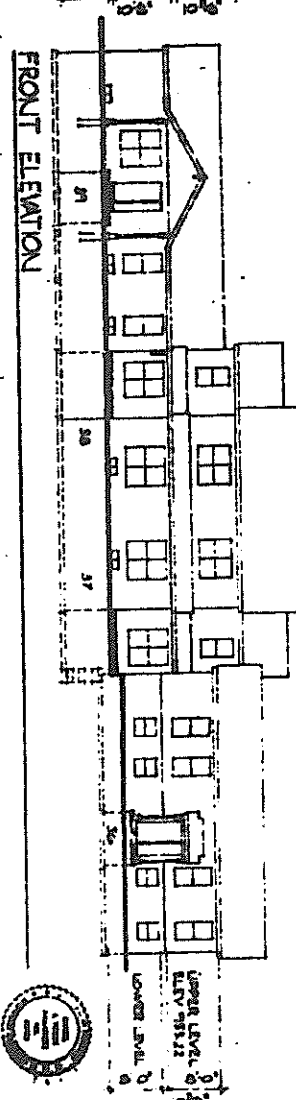
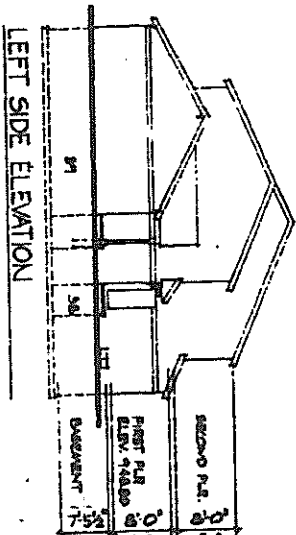
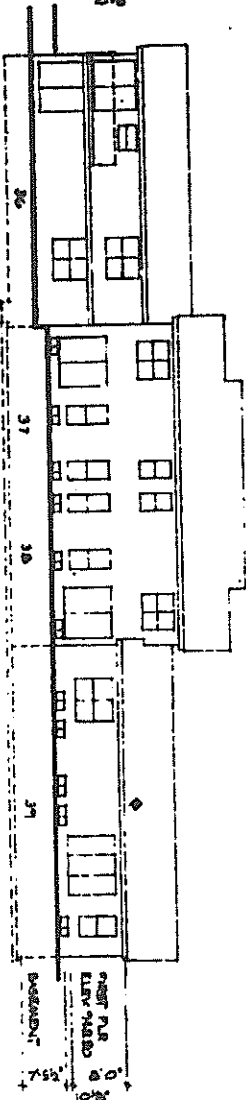
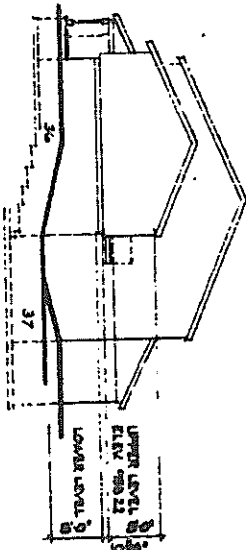
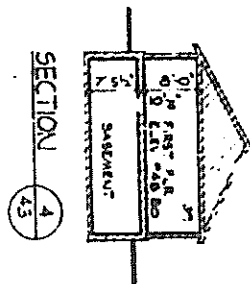
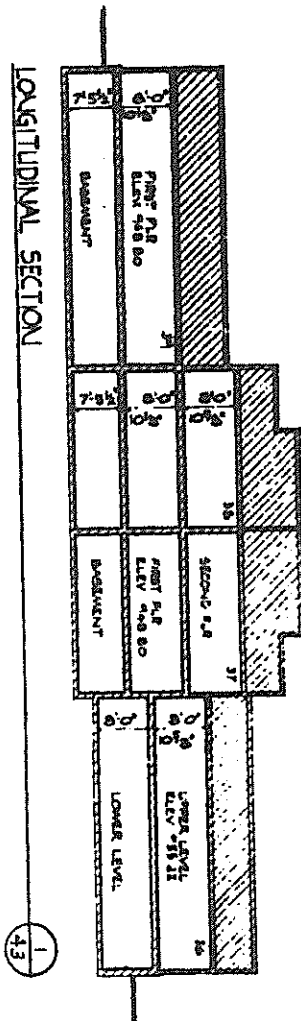
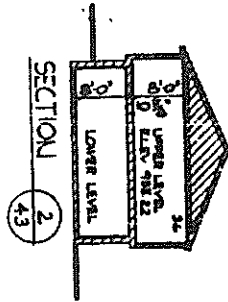
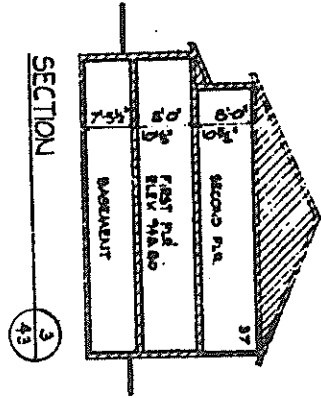
LIMITS 47-61.3

## SECTIONS

SCALE 100-1000

5d	10-10-78	78-2474
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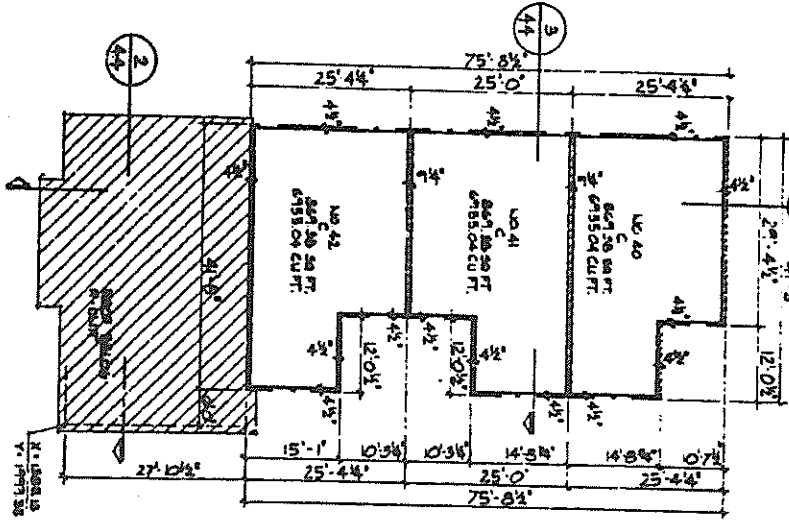


ANN ARBOR, MICH.  
 SCALE: 1/8" = 1'-0"  
 ELEVATIONS  
 SECTIONS  
 5-22-78  
 78 2474

NEWPORT WEST  
 CONDOMINIUM  
 APPROVED  
 AS SHOWN  
 FOR RECORD  
 BY THE CITY ENGINEER

ANN ARBOR, MICH.

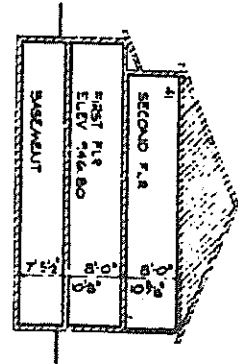
SECOND FLOOR PLAN



SECTION 1

44

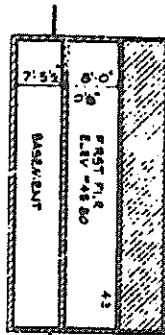
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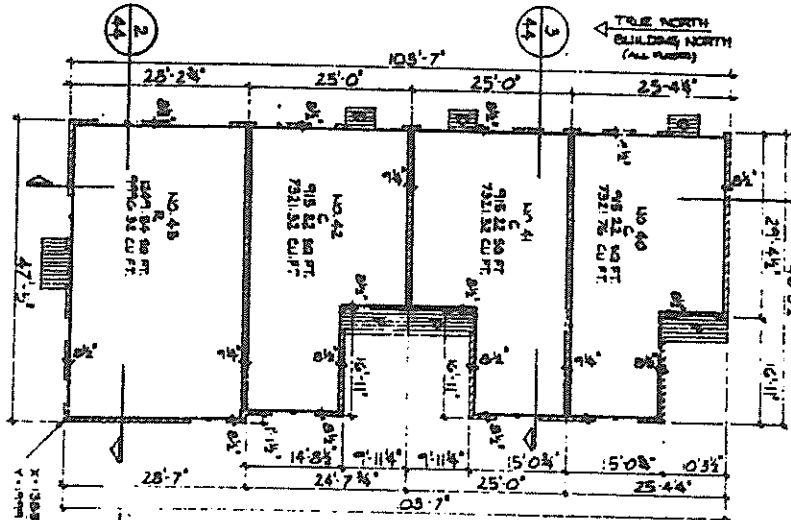
SECTION 2

44

2



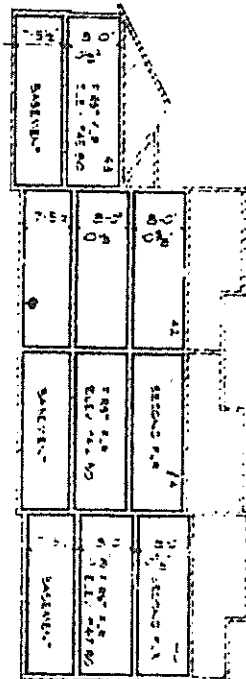
FIRST FLOOR PLAN



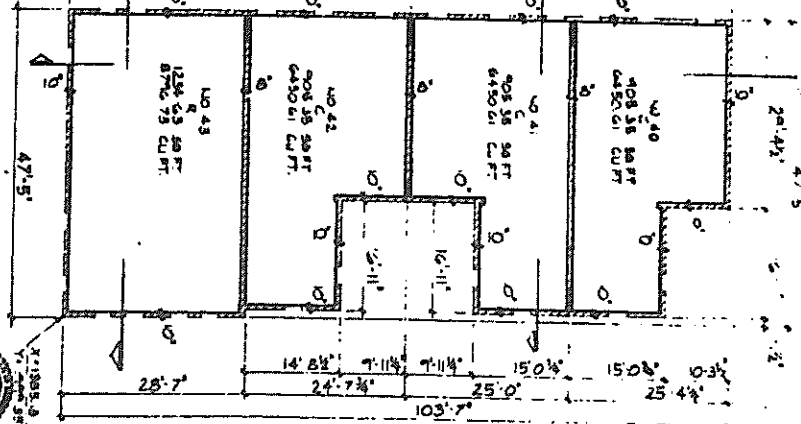
LONGITUDINAL SECTION

44

1



BASEMENT PLAN



5-22-76 44  
78-2474



AMY ARBOR, M.E.C.

NEWPORT WEST  
CONDOMINIUMS

APPROVED

AS PER

REQUIREMENTS

OF THE

STATE OF

MAINE

PLANNING

COMMISSION

PLANNING

COMMISSION

PLANNING

COMMISSION

PLANNING

COMMISSION

PLANNING

COMMISSION

PLANNING

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PLANNING

COMMISSION

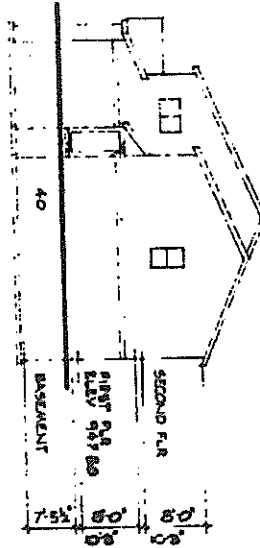
PLANNING

COMMISSION

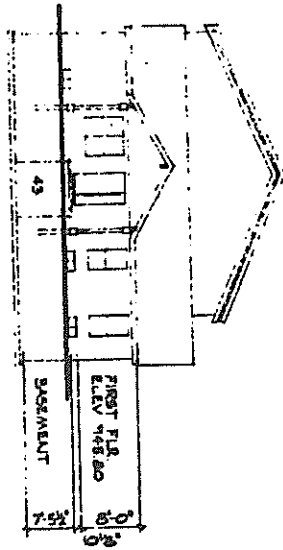


Page 13 of 16

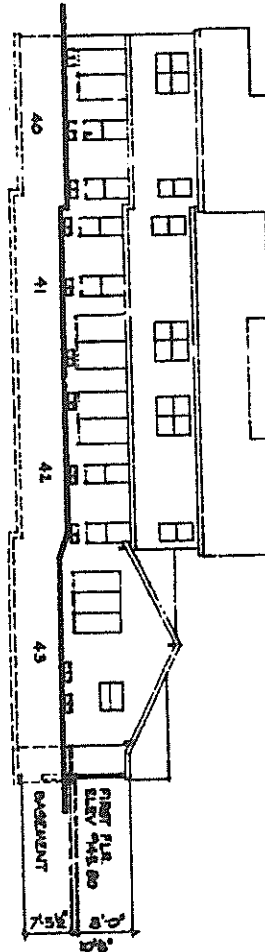
RIGHT SIDE ELEVATION



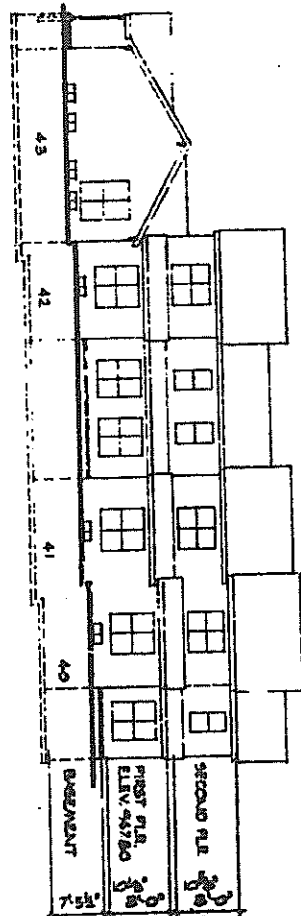
LEFT SIDE ELEVATION



REAR ELEVATION



FRONT ELEVATION



5-22-78  
78-2474  
45

Scale: 1/8" = 1'-0"  
ELEVATIONS

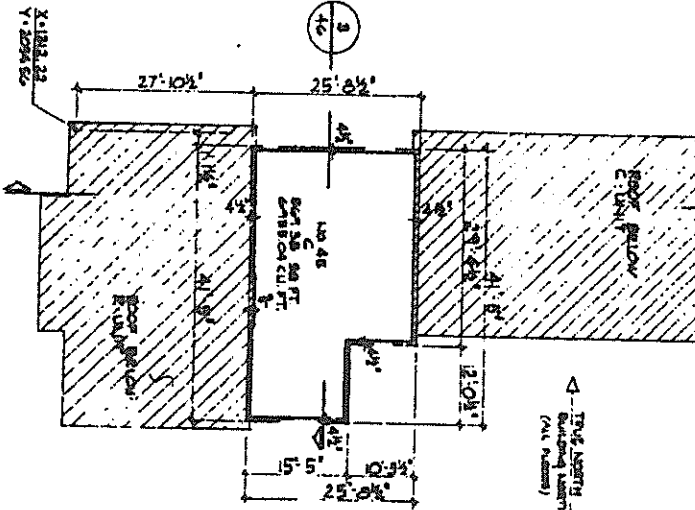
BUILDING NO. 6  
UNIT 75, 42, 41, 42, 43

PROFESSIONAL ENGINEER  
STATE OF NEW YORK  
No. 10000  
1998

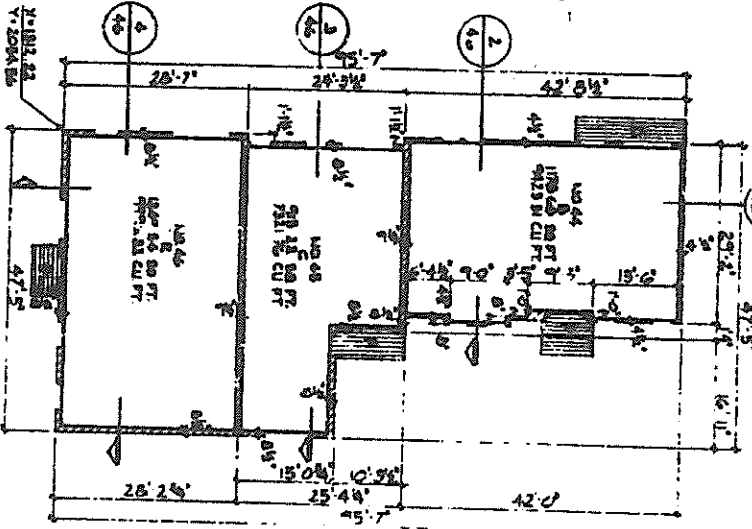
MAN ASSOCI, INC.

NEWPORT WEST  
CONDOMINIUM

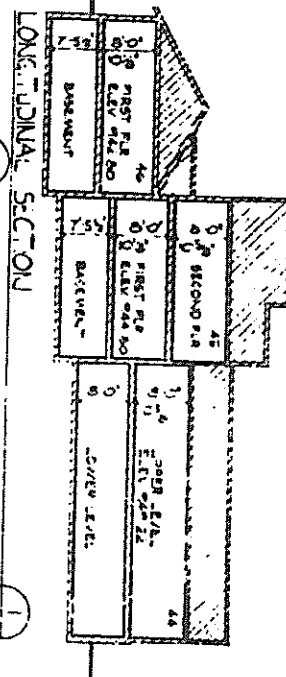
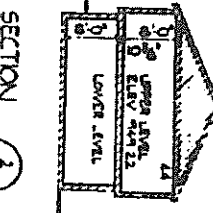
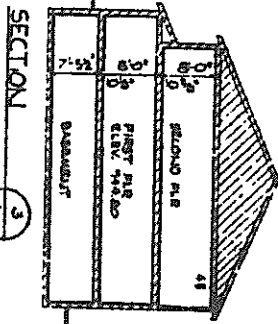
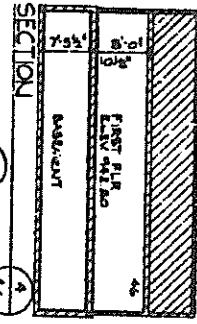
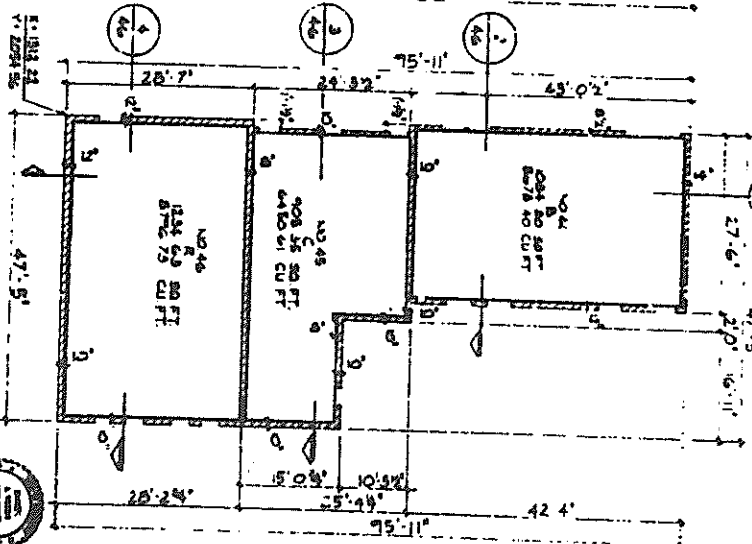
SECOND FLOOR PLAN



FIRST FLOOR & UPPER LEVEL PLAN



BASEMENT & LOWER LEVEL PLAN



ANN ARBOR, MICH.

BUILDING NO. 7

LOWER LEVEL PLAN

SECTION 1

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

5-22-78

78 24N

46

NEWPORT WEST CONDOMINIUM

LOCATING UNIT CO. CONSTRUCTION

GENERAL COMMON

UNITED COMMON

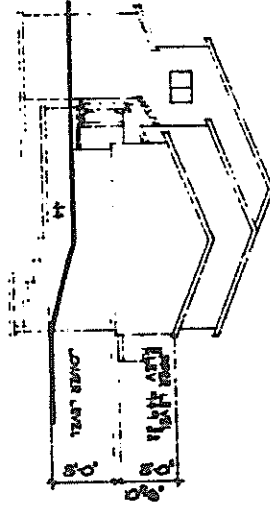
ELEVATION

PI-ROCK RD. DECK

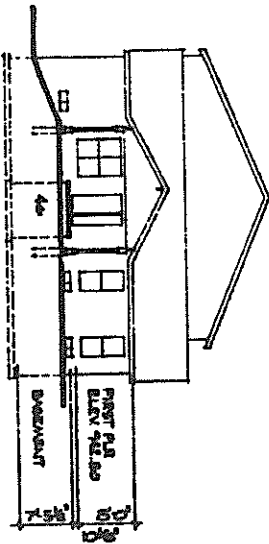
APPROVED

78 24N

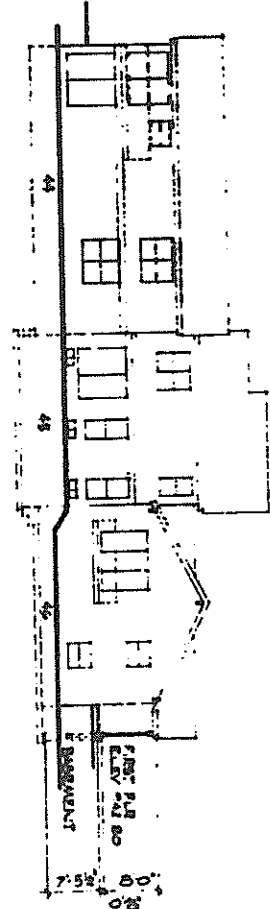
RIGHT SIDE ELEVATION



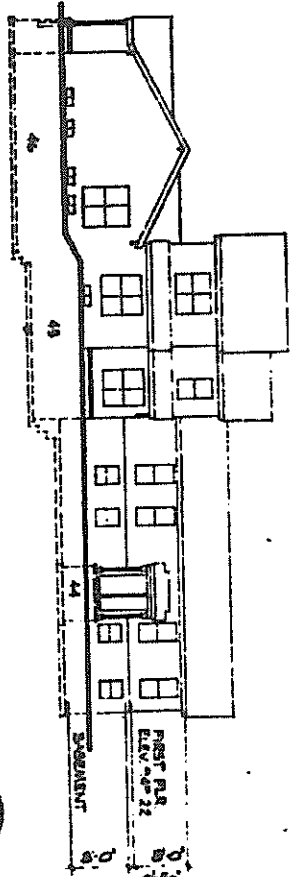
LEFT SIDE ELEVATION



REAR ELEVATION



FRONT ELEVATION



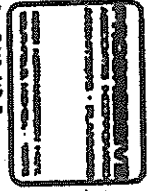
5-22-78  
78-2474

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

ELEVATIONS

BUILDING NO. 7

UNITS 44, 45, 46



ANN ARBOR, MICH.

NEWPORT WEST  
CONDOMINIUM

APPROVED  
NO. 11 179  
NEW YORK CITY  
DEPARTMENT OF BUILDINGS



NEWPORT WEST  
CONDOMINIUM

RECEIVED BY THE DIRECTOR  
JAN 21 1964

**PROGRESSIVE**  
ASSOCIATED ARCHITECTS • PLANNERS • ENGINEERS  
1000 NORTH WASHINGTON STREET  
WASHINGTON, D.C. 20004

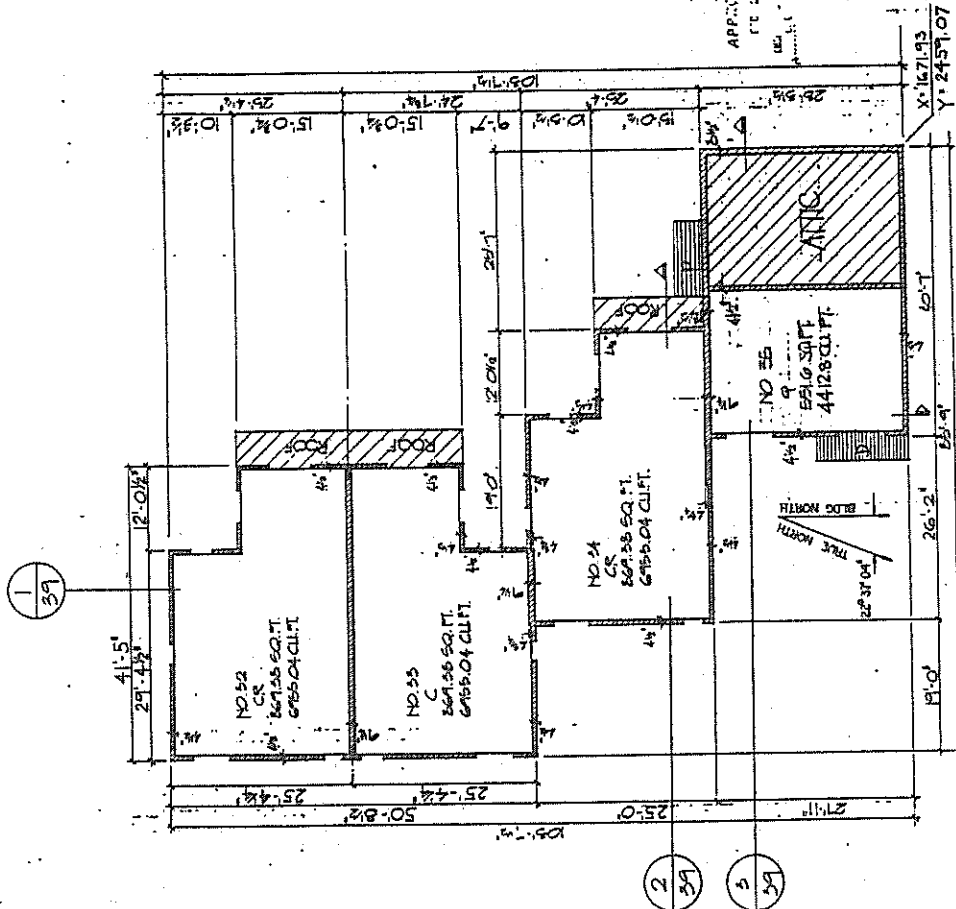
UNITS 47-51  
FLOOR PLANS

01-101

48-100-78  
B 2474

## SECOND FLOOR PLAN

10/16/11 10/19/11  
10/19/11



LOCATES LIMITS OF  
UNIT OWNERSHIP  
GENERAL COMMON  
ELEMENT  
LIMITED COMMON  
ELEMENT  
P. PORCH  
D. DECK

NEWPORT WEST  
CONDOMINIUMS  
DEVELOPER  
AMURCON CORP.  
ANN ARBOR, MICH.

**PROGRESSIVE**  
ASSOCIATES INCORPORATED  
ARCHITECTS • PLANNERS  
200 WEST NORTHWESTERN HWY.  
SOUTHFIELD, MICHIGAN 48066

UNITS 32, 33, 34, 35  
SECOND FLOOR &  
UPPER LEVEL PLAN

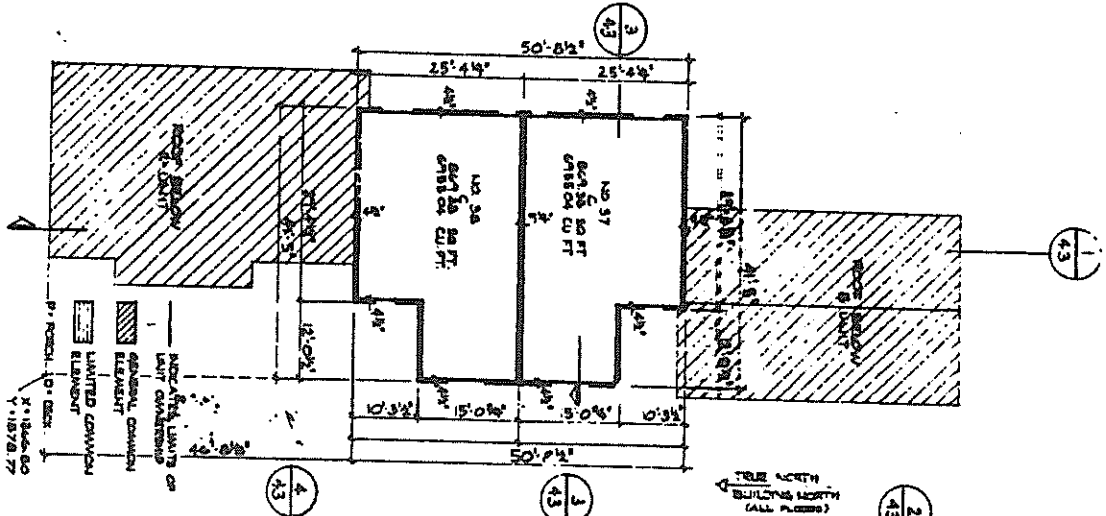


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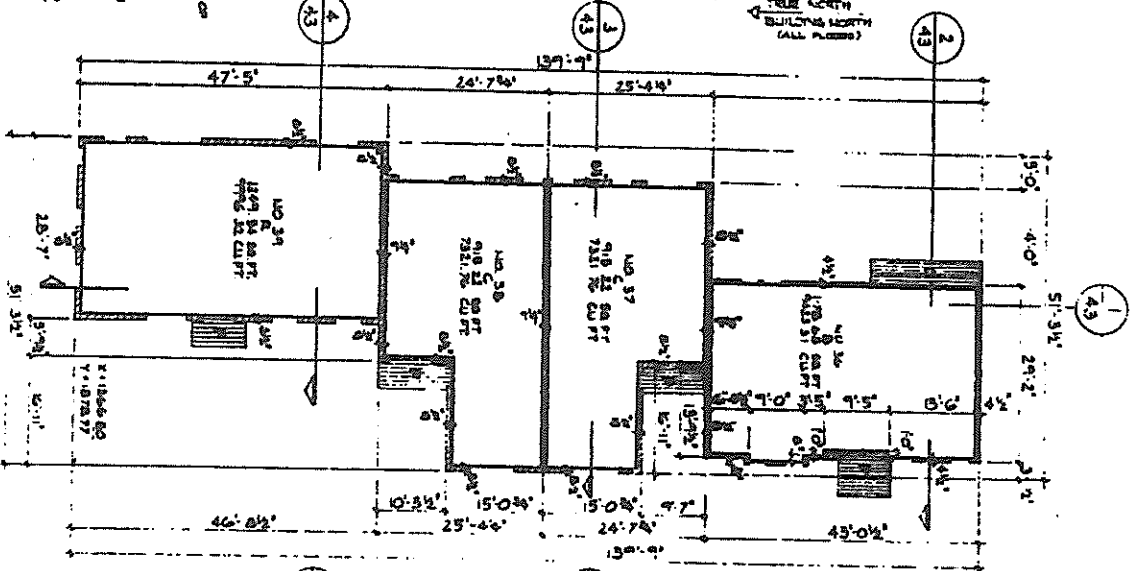
1-24-77	41
77-2255	
REV. 11-23-77	

SECOND FLOOR UPPER LEVEL PLAN

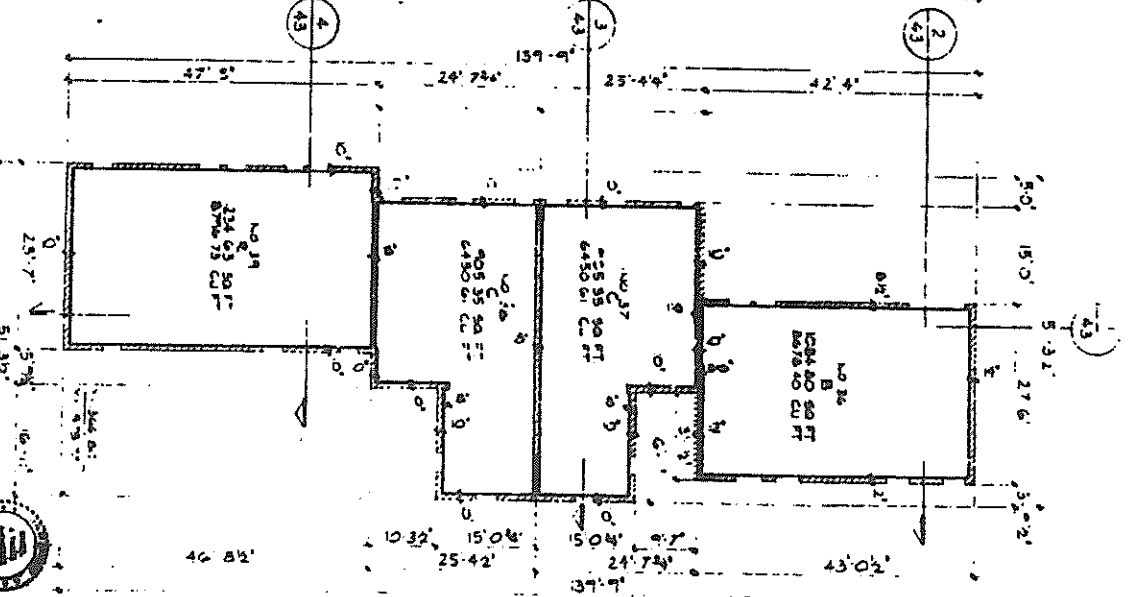
SECOND FLOOR PLAN



FIRST FLOOR PLAN



BASEMENT - LOWER LEVEL PLAN



APPROVED  
 J.A. 11 1988  
 J.A. 11 1988  
 J.A. 11 1988

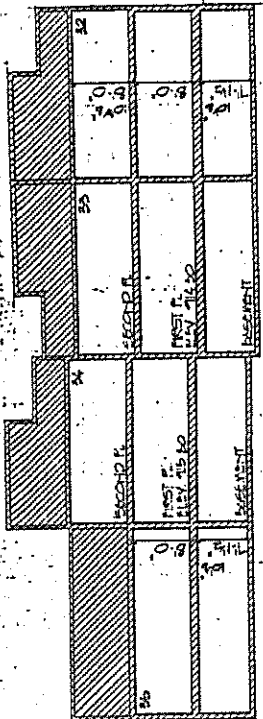
ANN ARBOR, MI -  
 NEWPORT WEST  
 CONDOMINIUM

CHIEF LEVEL PLAN  
 SCALE: 3/4" = 1'-0"

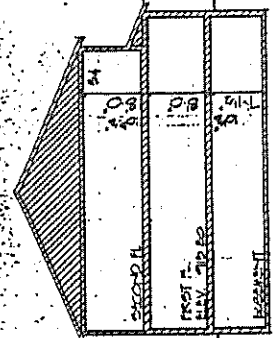
BLDG NO 5  
 UNIT 501/100

3/27/88

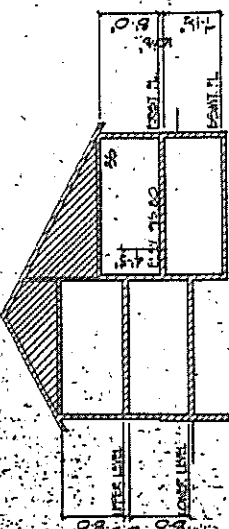
1611-100  
 10/2/77



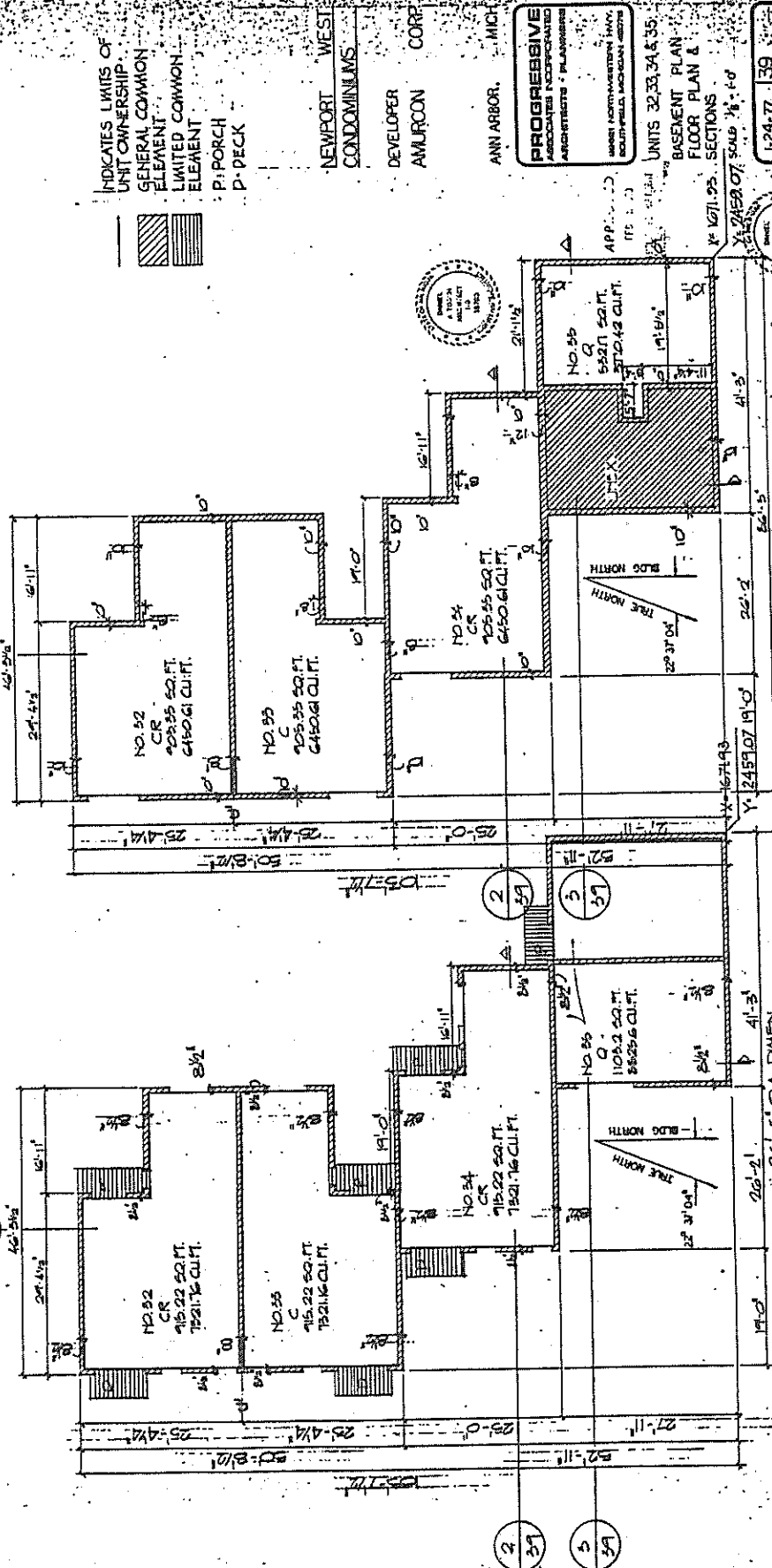
LONGITUDINAL SECTION 1-1



SECTION 2-2



SECTION 3-3



BASEMENT PLAN

FIRST FLOOR PLAN

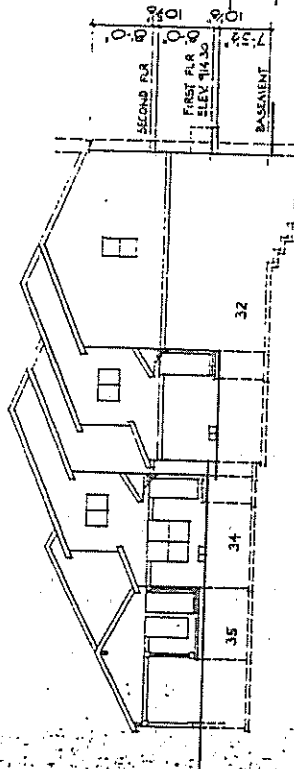
INDICATES LIMITS OF  
 UNIT OWNERSHIP  
 GENERAL COMMON  
 ELEMENT  
 LIMITED COMMON  
 ELEMENT  
 P: PORCH  
 D: DECK

NEWPORT WEST  
 CONDOMINIUMS  
 DEVELOPER  
 AMURCON CORP.  
 ANN ARBOR, MICH.

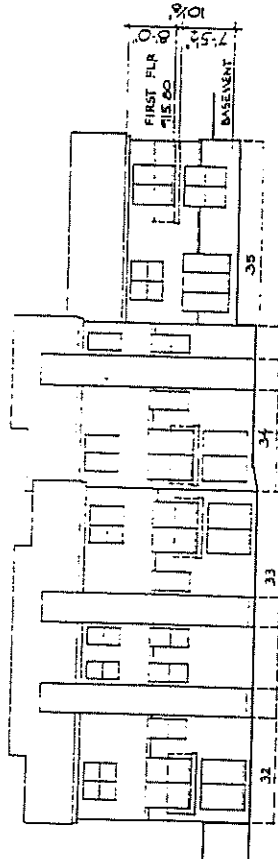
PROGRESSIVE  
 ASSOCIATES INCORPORATED  
 ARCHITECTS - PLANNERS  
 1000 NORTH WASHINGTON AVE.  
 ANN ARBOR, MICH. 48106

UNITS 32, 33, 34 & 35  
 BASEMENT PLAN &  
 FLOOR PLAN &  
 SECTIONS

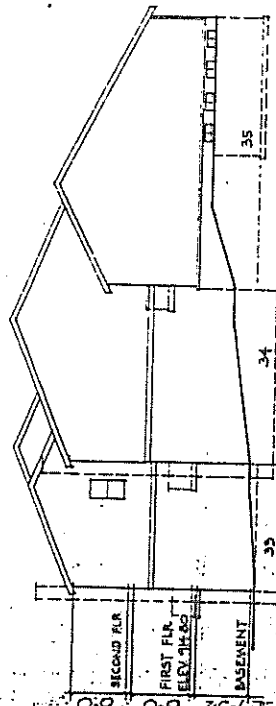
1-24-77 39  
 7-22-77 39  
 REV. 11-28-77



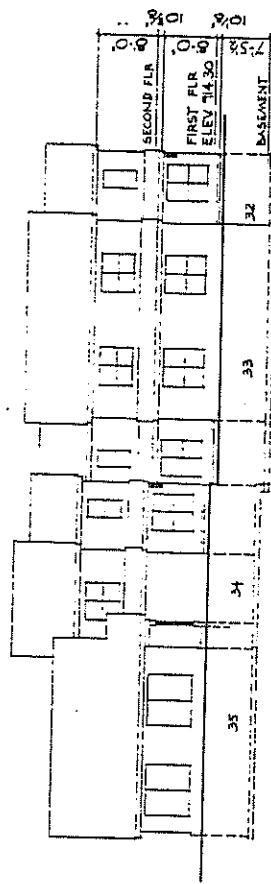
RIGHT SIDE ELEVATION



REAR ELEVATION



LEFT SIDE ELEVATION



FRONT ELEVATION

NEWPORT WEST  
CONDOMINIUM

DEVELOPER:  
AMURCON CORP.

ANN ARBOR, MICH.

PROGRESSIVE  
ASSOCIATES INCORPORATED  
ARCHITECTS - PLANNERS

UNITS 32, 33, 34 & 35

ELEVATIONS:

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

132477 90-11  
77-2250

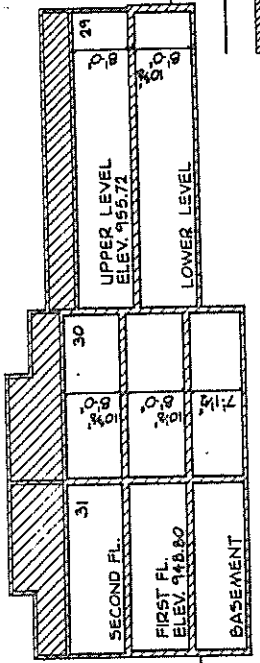
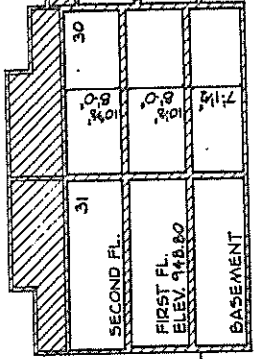
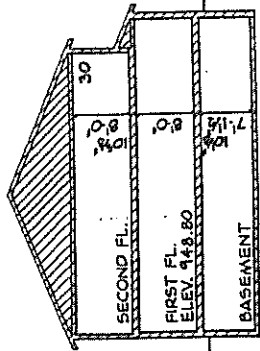
APPROVED

02/11/87

PROJECT: NEWPORT WEST

CONDOMINIUM





LONGITUDINAL SECTION

SECTION 2

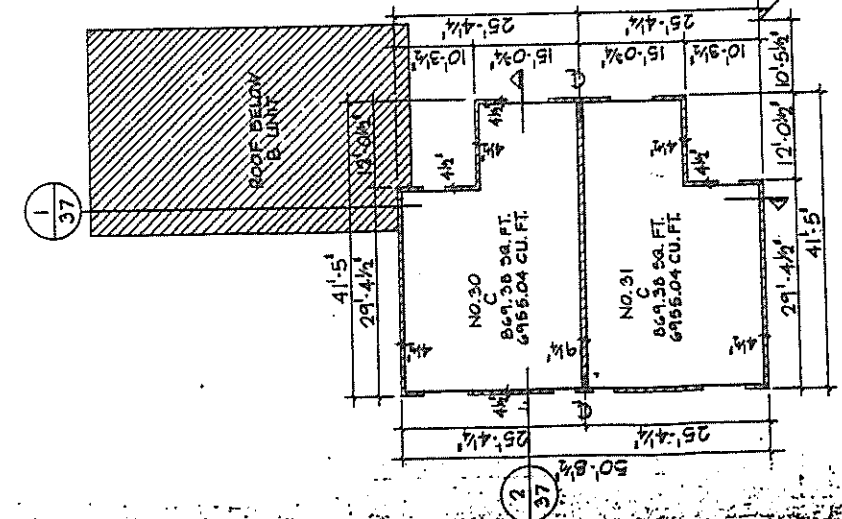
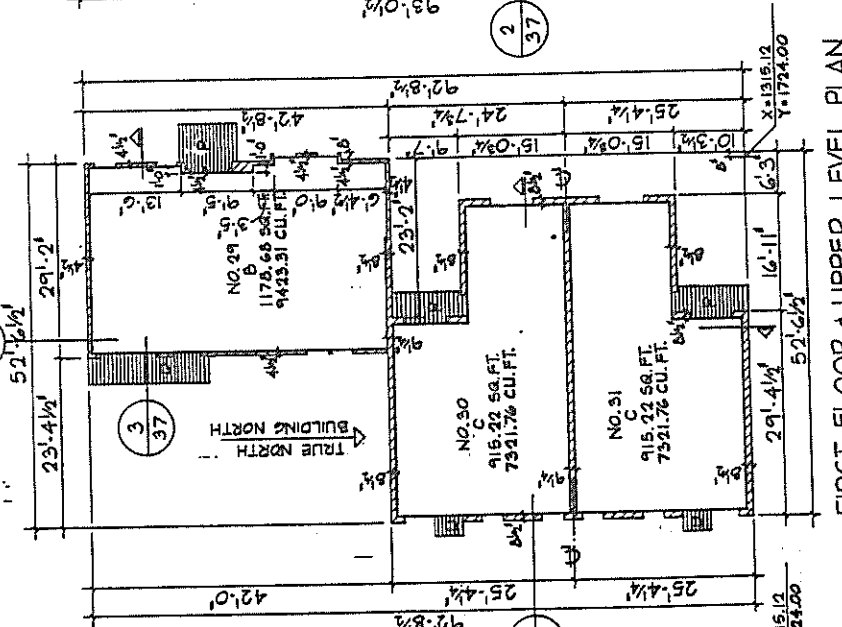
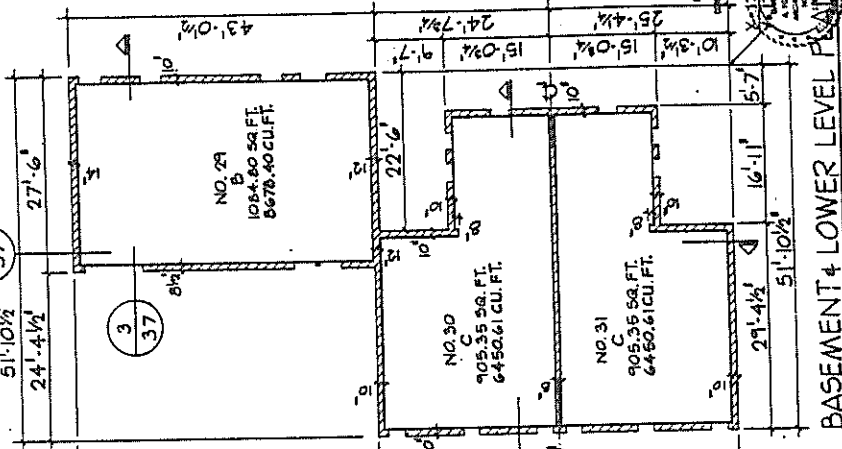
SECTION 3

INDICATES LIMITS OF  
UNIT OWNERSHIP

GENERAL COMMON  
ELEMENT

LIMITED COMMON  
ELEMENT

P = PORCH D = DECK



NEWPORT WEST  
CONDOMINIUM

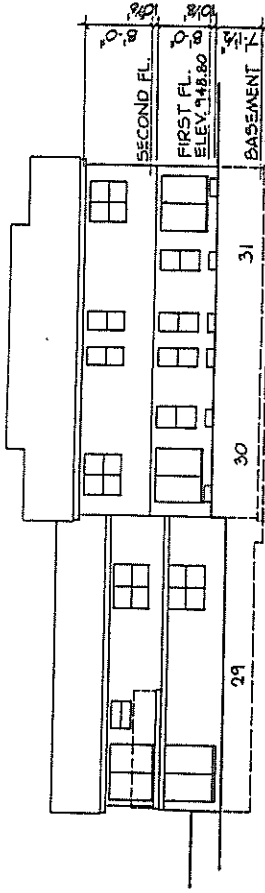
DEVELOPER:  
AMURCON CORP.

ANN ARBOR, MICH.

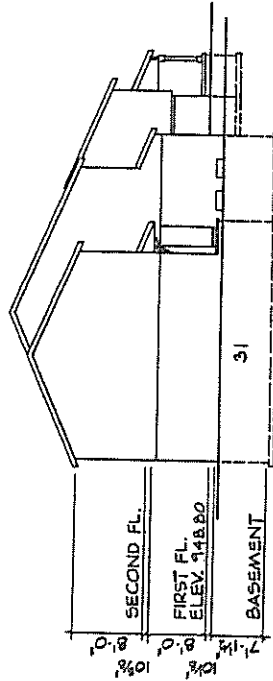
PROGRESSIVE  
ASSOCIATED INCORPORATED  
ARCHITECTS - PLANNERS

APPROVED BUILDING NO. 4  
MULTI-FAMILY HOUSING  
UNITS 29, 30, 31  
MECHANICAL BASEMENT PLAN  
FLOOR PLANS  
& SECTIONS  
SCALE 1/8" = 1'-0"

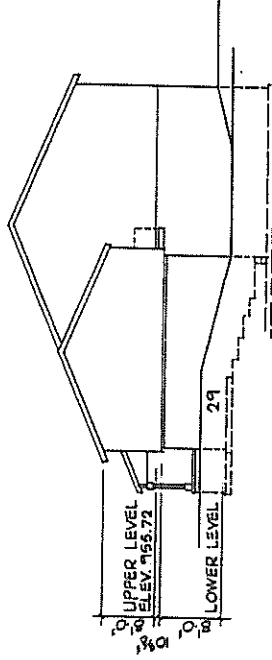
11-19-76 37  
76-2198



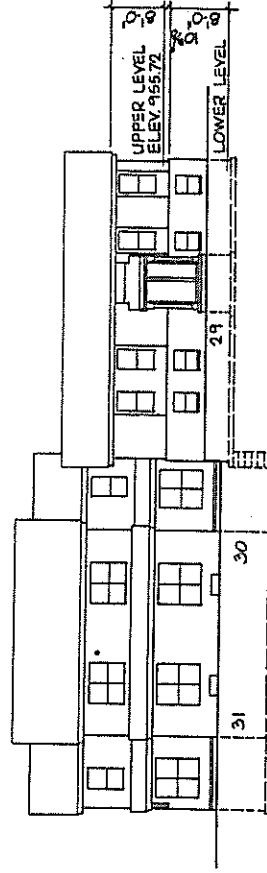
REAR ELEVATION



LEFT SIDE ELEVATION



RIGHT SIDE ELEVATION



FRONT ELEVATION

NEWPORT WEST  
CONDOMINIUM

DEVELOPER:  
AMJRON CORR

ANN ARBOR, MICH

**PROGRESSIVE**  
ASSOCIATES INCORPORATED  
ARCHITECTS • PLANNERS

ROBERT NORTHWESTERN AIA  
BOULDERFIELD, MICHIGAN 48078

BUILDING NO. 4  
UNITS 29, 30, 31

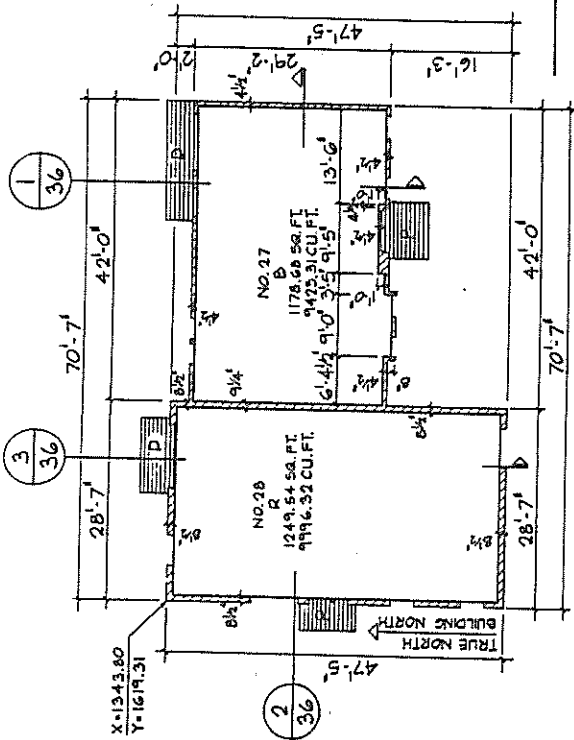
ELEVATIONS

APPROVED  
MAY 19 2017  
MICHIGAN DEPARTMENT  
OF COMMUNITY  
DEVELOPMENT



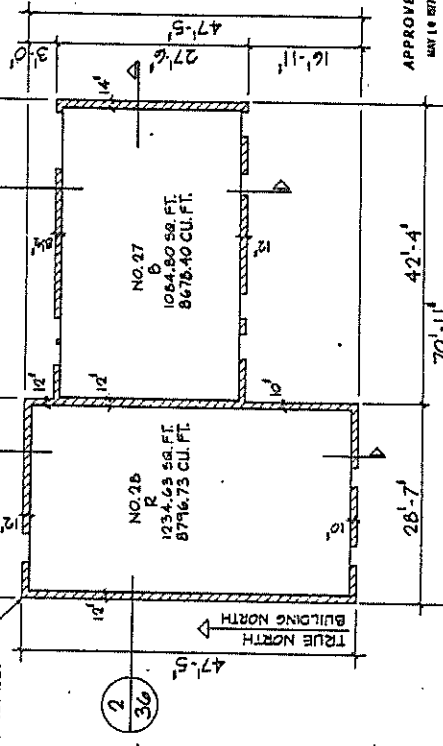
SCALE 1/8" = 1'-0"

11-19-76 38  
76-2198

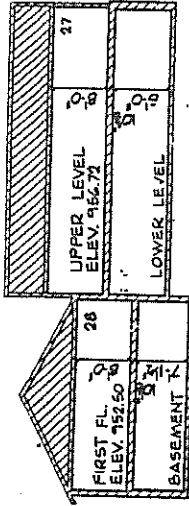


FIRST FLOOR PLAN

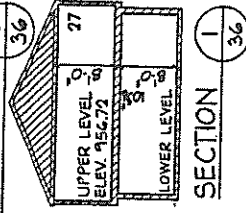
INDICATES LIMITS OF  
UNIT OWNERSHIP  
GENERAL COMMON  
ELEMENT  
LIMITED COMMON  
ELEMENT  
P. PORCH  
D. DECK



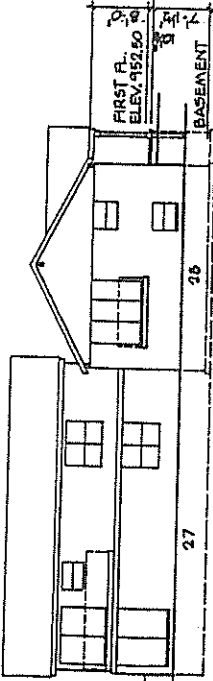
BASEMENT & LOWER LEVEL PLAN



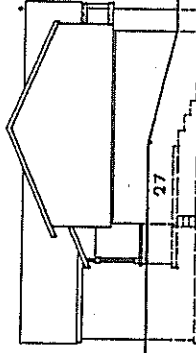
LONGITUDINAL SECTION



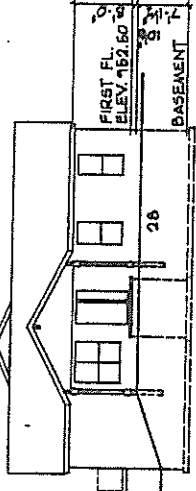
SECTION 1



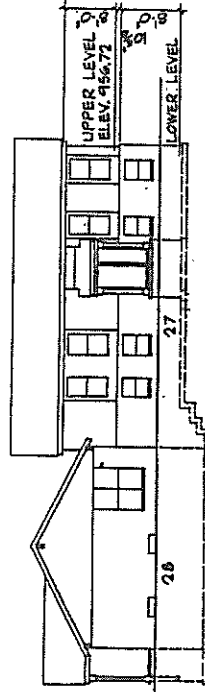
REAR ELEVATION



RIGHT SIDE ELEVATION



LEFT SIDE ELEVATION



FRONT ELEVATION

NEWPORT WEST  
CONDOMINIUM

DEVELOPER:  
AMURCON CORP.

ANN ARBOR, MICH.

**PROGRESSIVE**  
ASSOCIATES INCORPORATED  
ARCHITECTS - PLANNERS  
2000 NORTHWESTERN AVE.  
SOUTHFIELD, MICHIGAN 48076

BUILDING NO. 3  
UNITS 27, 28

BASEMENT PLAN  
FLOOR PLANS  
SECTIONS & ELEVATIONS  
SCALE 1/8" = 1'-0"

11-19-76 136  
76-2198

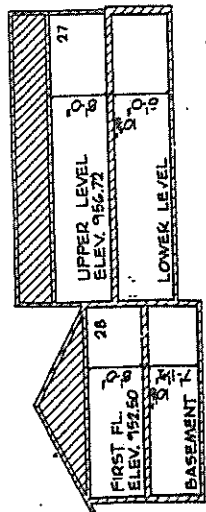


APPROVED  
MAY 18 1977  
MICHIGAN ARCHITECTS  
BOARD OF EXAMINERS

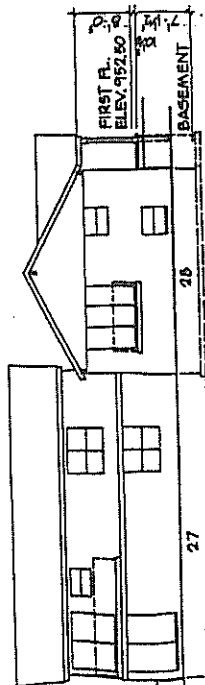
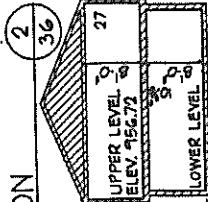




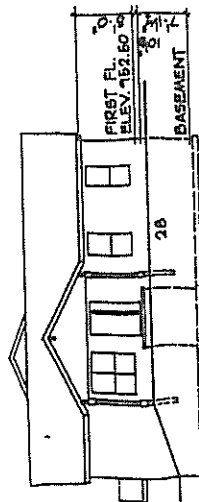




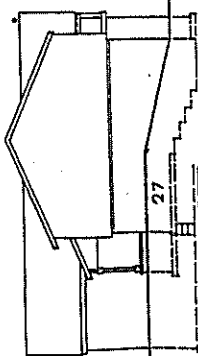
LONGITUDINAL SECTION



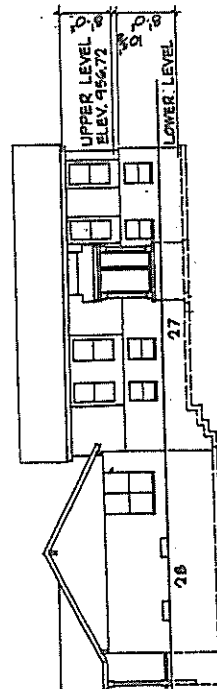
REAR ELEVATION



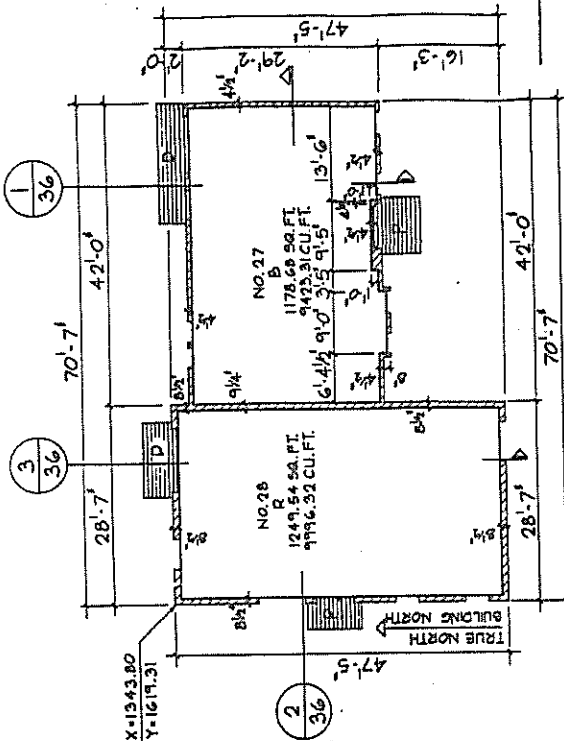
LEFT SIDE ELEVATION



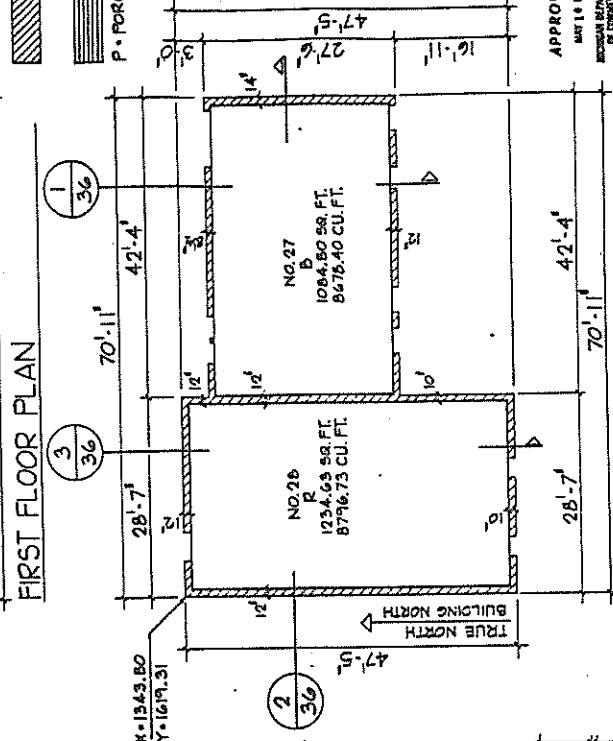
RIGHT SIDE ELEVATION



FRONT ELEVATION



FIRST FLOOR PLAN



BASEMENT & LOWER LEVEL PLAN

INDICATES LIMITS OF  
UNIT OWNERSHIP

GENERAL COMMON  
ELEMENT

LIMITED COMMON  
ELEMENT

P - PORCH D - DECK

NEWPORT WEST  
CONDOMINIUM

DEVELOPER:  
AMURCON CORP.

ANN ARBOR, MICH.

**PROGRESSIVE**  
ARCHITECTS INCORPORATED  
ARCHITECTS & PLANNERS

BUILDING NO. 3  
UNITS 27, 28

APPROVED  
MAY 19 1977

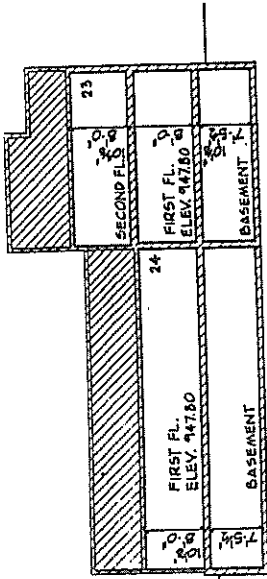
BASEMENT PLAN  
FLOOR PLANS  
SECTIONS & ELEVATIONS

SCALE 1/8" = 1'-0"

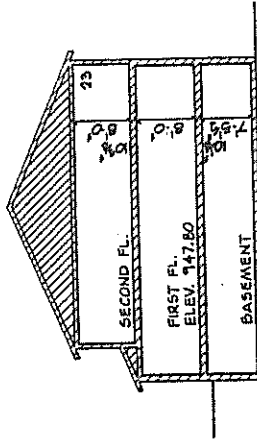
11-19-76 36  
76-2198

### LOWER LEVEL PLAN

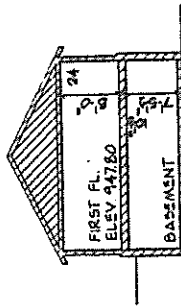




LONGITUDINAL SECTION

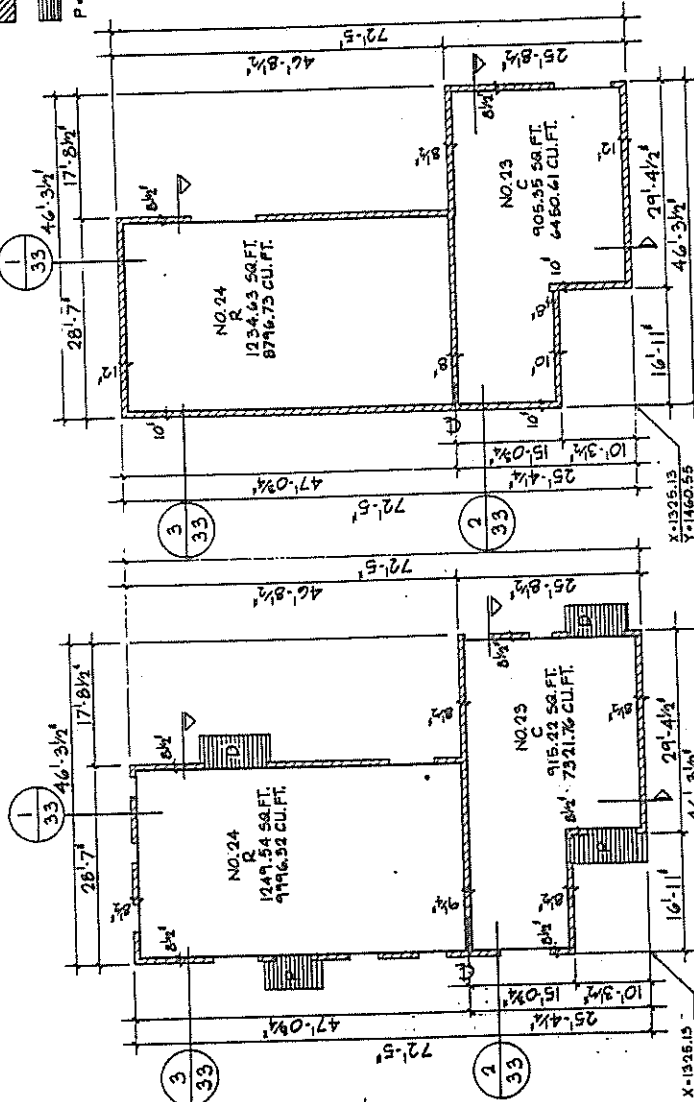


SECTION 2

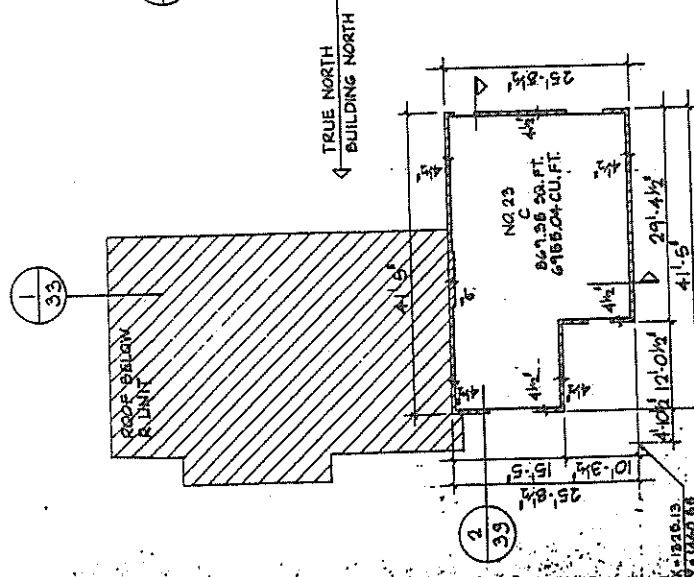


SECTION 3

INDICATES LIMITS OF  
UNIT OWNERSHIP  
GENERAL COMMON  
ELEMENT  
LIMITED COMMON  
ELEMENT  
P - PORCH D - DECK



FIRST FLOOR PLAN



SECOND FLOOR PLAN

NEWPORT WEST  
CONDOMINIUM

DEVELOPER:  
AMURCON CORP.

ANN ARBOR, MICH.

**PROGRESSIVE**  
ASSOCIATES INCORPORATED  
ARCHITECTS - PLANNERS  
2000 NORTH WATKINS AVENUE  
ANN ARBOR, MICH. 48106

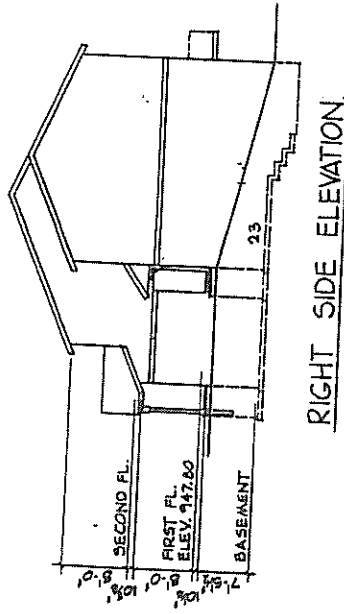
BUILDING NO. 1  
UNITS 23, 24  
APPROVED

BASEMENT PLANS  
FLOOR PLANS  
& SECTIONS  
SCALE 1/4" = 1'-0"

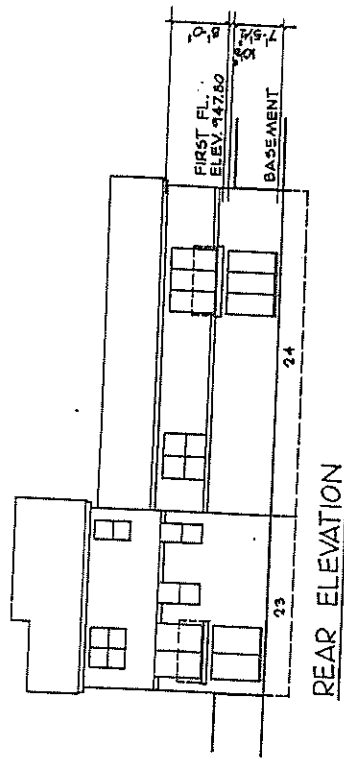
11-19-76  
76-2188  
33



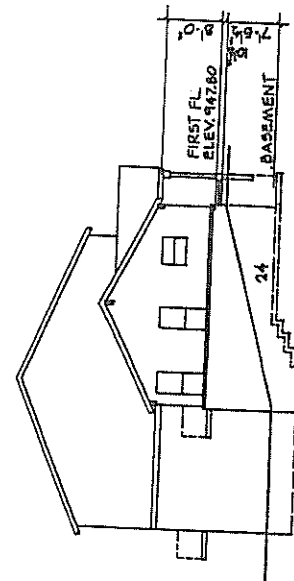
11-1585 11-1586  
 11-1587 11-1588



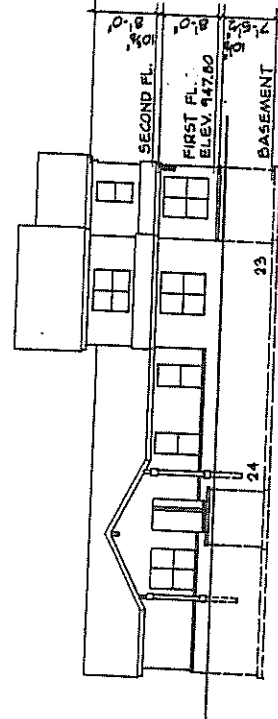
RIGHT SIDE ELEVATION



REAR ELEVATION



LEFT SIDE ELEVATION



FRONT ELEVATION

NEWPORT WEST  
 CONDOMINIUM

DEVELOPER:  
 AMURCON CORP.

ANN ARBOR, MICH.

**PROGRESSIVE**  
 ASSOCIATES  
 ARCHITECTS  
 11-1585 11-1586  
 11-1587 11-1588

BUILDING NO. 1  
 UNITS 23, 24

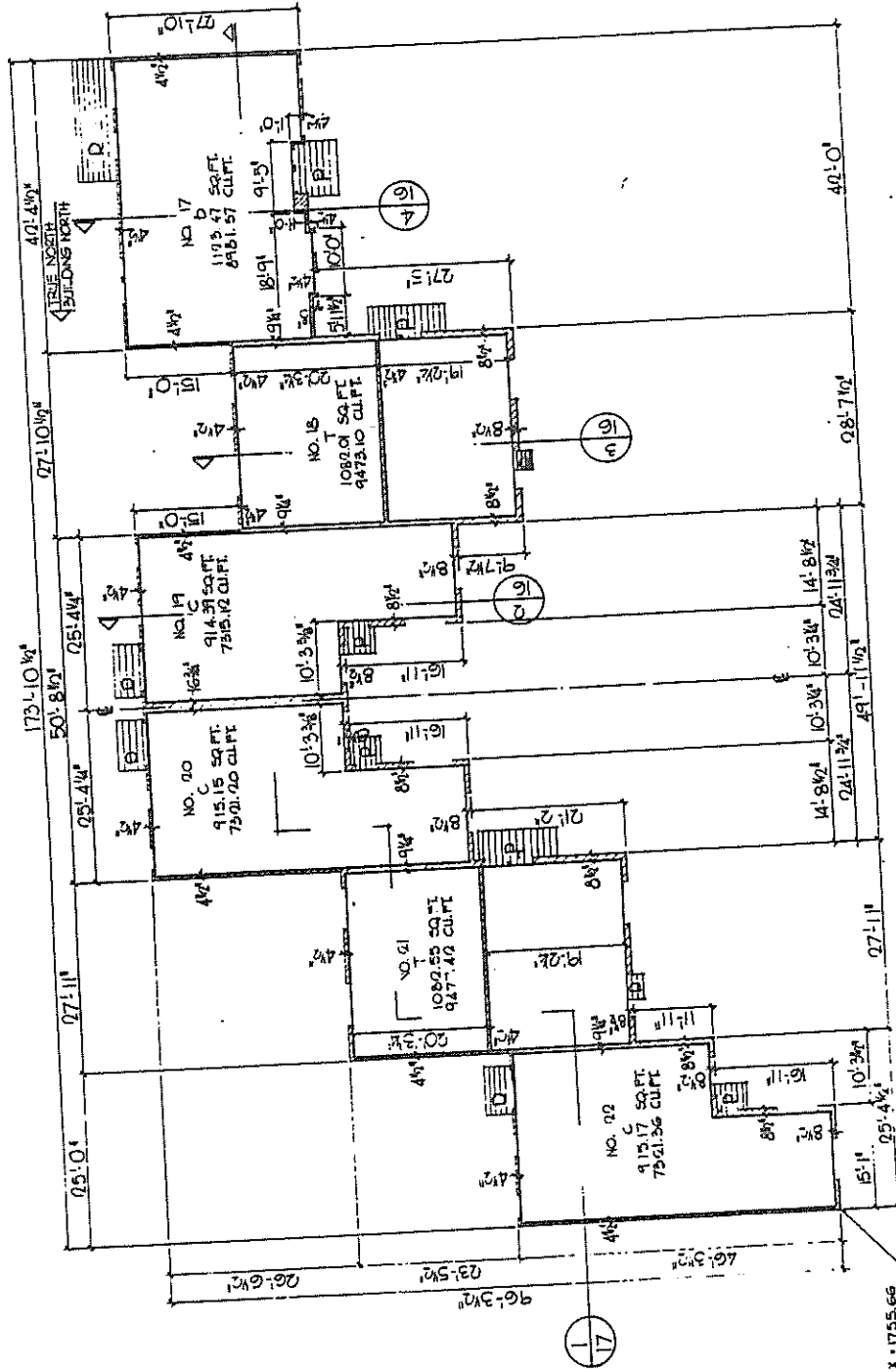
ELEVATIONS APPROVED  
 MAY 19 1977

SCALE 1/8" = 1'-0"  
 11-19-76 34  
 76-2198



11/15/01 and 11/11/01  
28' x 31' x 31'

INDICATES LIMITS OF  
UNIT OWNERSHIP  
GENERAL COMMON  
ELEMENT.  
LIMITED COMMON  
ELEMENT.  
P - PORCH D - DECK



FIRST FLOOR PLAN

NEWPORT WEST  
CONDOMINIUM

DEVELOPER  
AMURCON CORP.

ANN ARBOR MICH

**PROGRESSIVE**  
ASSOCIATES INCORPORATED  
ARCHITECTS - PLANNERS  
2000 LANTANESSE DRIVE  
SOUTHFIELD, MICHIGAN 48076

BUILDING NO. 4  
UNITS 12/19/20/22

FIRST FLOOR PLAN



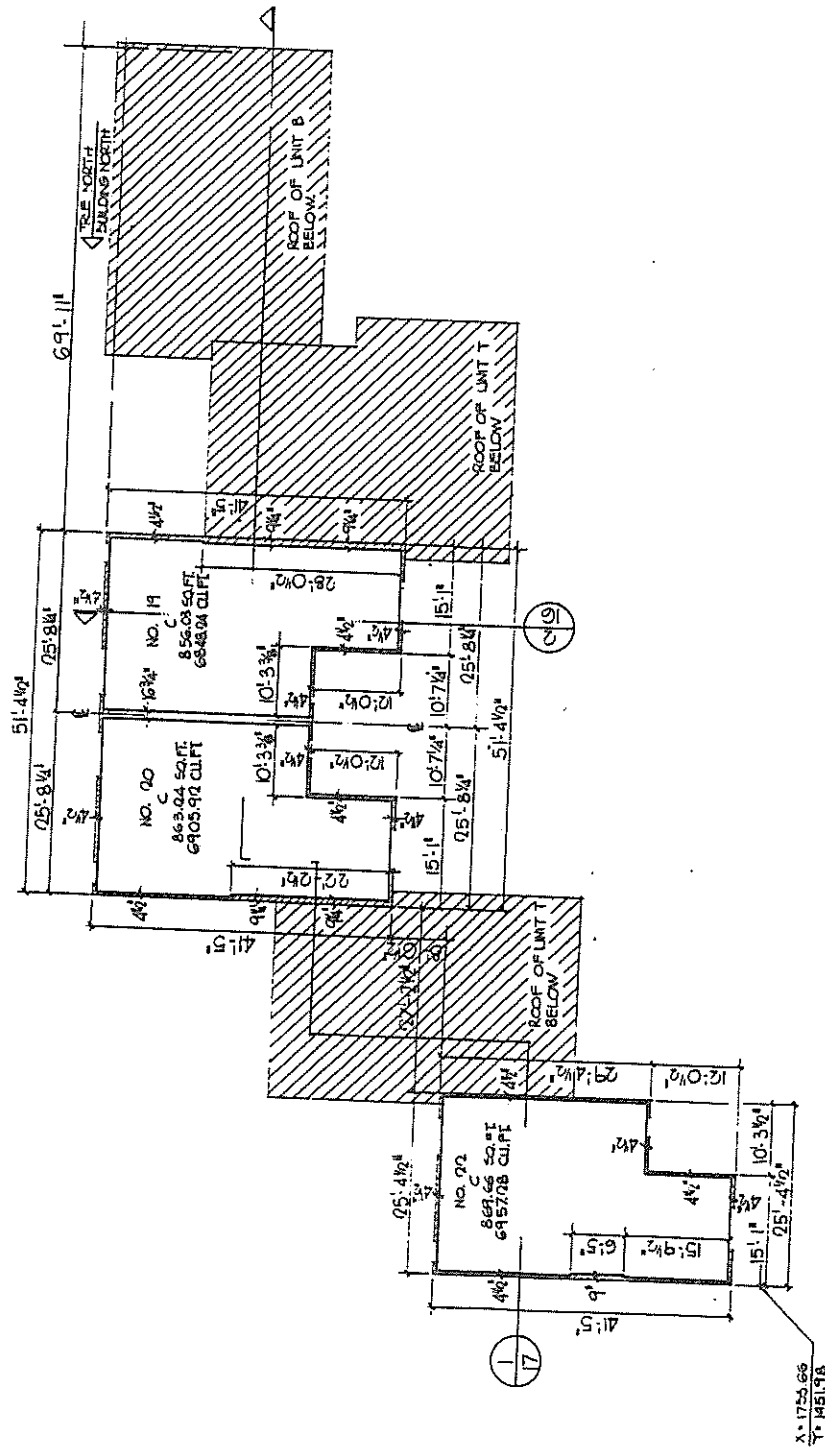
SCALE 1/8" = 1'-0"

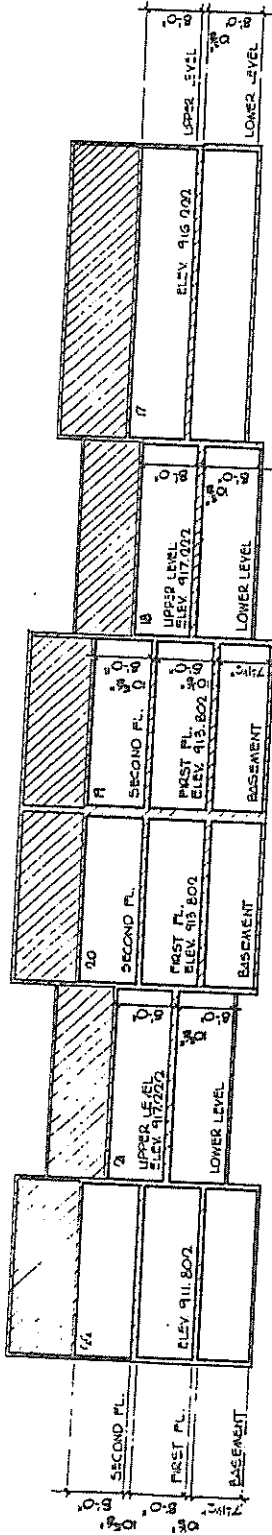
1075  
74-1945

X = 1755.66  
Y = 451.98

101500 112  
100-11-10

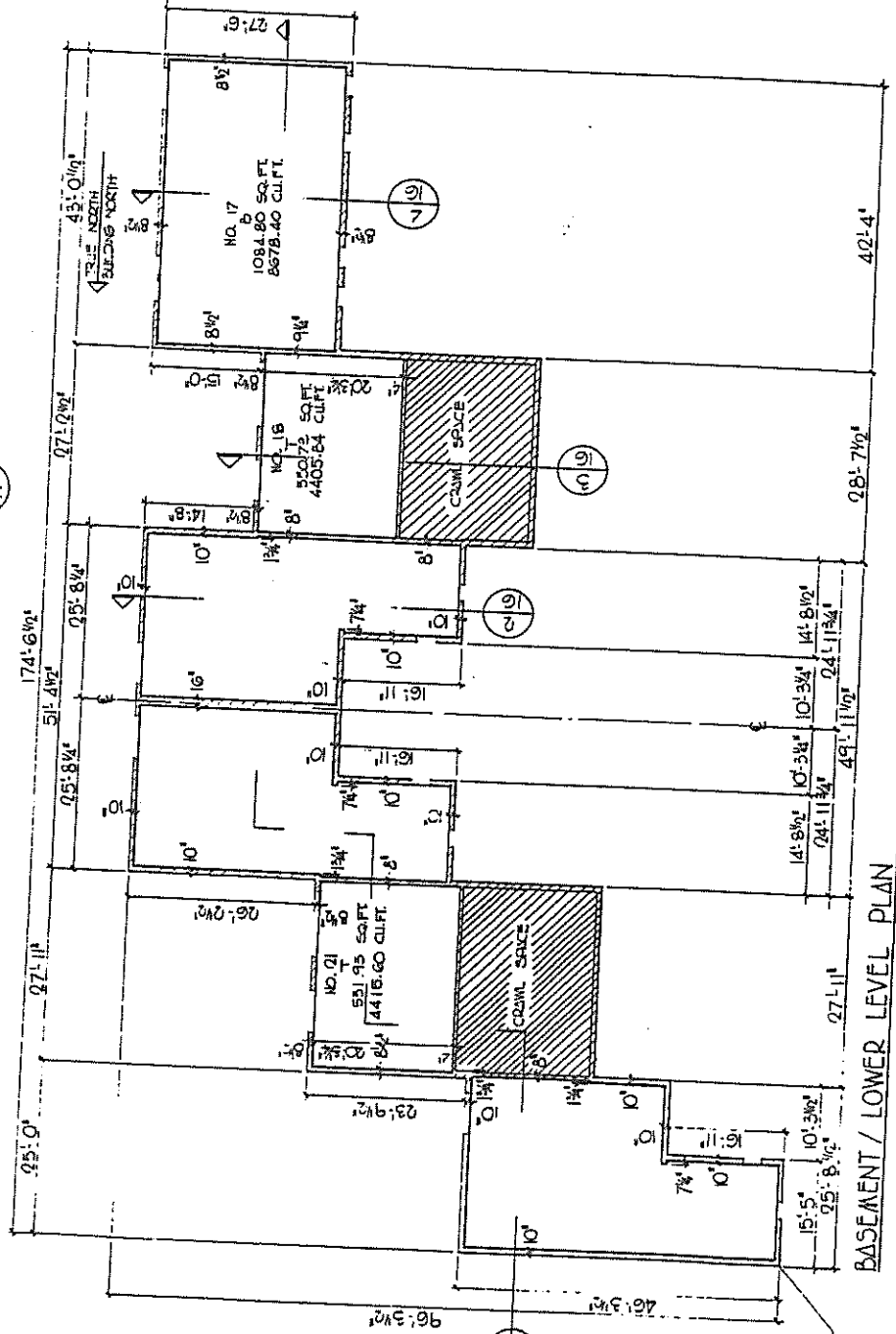
INDICATES LIMITS OF  
UNIT OWNERSHIP  
GENERAL COMMON  
ELEMENT





LONGITUDINAL SECTION

NOTES: LIMITS OF  
 UNIT OWNERSHIP  
 GENERAL COMMON  
 ELEMENT



BASEMENT / LOWER LEVEL PLAN

X = 1735.66  
 Y = 1451.98

NEWPORT WEST  
 CONDOMINIUM

DEVELOPER  
 AMURCON CORP

ANN ARBOR MICH

PROGRESSIVE  
 ASSOCIATES INCORPORATED  
 ARCHITECTS - PLANNERS  
 2801 NORTHWESTERN HWY  
 SOUTHFIELD MICH 48076

BUILDING NO 4  
 UNIT 12, 13, 14, 15, 16, 17

BASEMENT  
 LOWER LEVEL PLAN  
 & SECTION

SCALE 1/8" = 1'-0"



1 10-75 30  
 74-1945

