Li-45556 Pa-1 206529807 11/14/2006 09:00AM Bernard J. Younsblood Wasne Co. Resister of Deeds

JEFFERSON VILLAGE II CONDOMINIUM

(A Residential Condominium)

FIRST AMENDMENT TO MASTER DEED

On this 31st day of August, 2006, City Homes Development, L.L.C., a Michigan limited liability, 41050 Vincenti Court, Novi, MI 48375, Developer of Jefferson Village II Condominium, a Condominium Project established pursuant to the Master Deed thereof, recorded in Liber 44330, Page 123, Wayne County Records, and known as Wayne County Condominium Subdivision Plan No. 904 ("Master Deed") hereby amends the Master Deed (this "Amendment"), pursuant to the authority reserved in Articles VIII, IX, X, XI and XII of the Master Deed, for the purpose of expanding the size of the Condominium from 23 Units a total of 87 Units, adding Units 24 to 87, inclusive, revising the Area of Future Development legal description and other revisions as set forth in this Amendment. The Master Deed is amended in the following manner:

1. The land being added to the Condominium Project by this Amendment is described as follows:

AREA ADDED IN REPLAT NO. 1

PARCEL C
A PART OF PRIVATE CLAIM 26 AND PRIVATE CLAIM 688, CITY OF DETROIT, WAYNE COUNTY, MICHIGAN, BEING ALL OF LOTS 1 THROUGH 21, AND PART OF LOT 22 OF "OLDENKAMP & BLAKESLEE'S SUBDIVISION OF PART OF LOT 1 OF THE ST. JEAN FARM SUBDIVISION", A SUBDIVISION OF PRIVATE CLAIM 26, AS RECORDED IN LIBER 38 OF PLATS, PAGE 54, WAYNE COUNTY RECORDS, AND ALSO ALL OF LOTS 66 THROUGH 78 AND PART OF LOTS 57 THROUGH 65, AND 79 OF "KEAN'S RIVER-VIEW SUBDIVISION OF PART OF PRIVATE CLAIM 688", AS RECORDED IN LIBER 22 OF PLATS, PAGE 73, WAYNE COUNTY RECORDS, AND ALL VACATED PUBLIC ALLEYS LYING WITHIN THE BOUNDS OF THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF EDLIE AVENUE (50 FEET WIDE) AND THE WEST LINE OF BENITEAU AVENUE (48 FEET WIDE); THENCE S 63° 57' 59" W, 189.09 FEET TO A POINT ON THE EAST LINE OF LILLIBRIDGE AVENUE (50 FEET WIDE); THENCE N 26° 06' 00" W, 421.27 FEET ALONG SAID EAST LINE OF LILLIBRIDGE AVENUE; THENCE N 63° 51'

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01" E, 94.50 FEET; THENCE N 26° 06' 22" W, 242.99 FEET TO A POINT ON THE SOUTH LINE OF SAID EDLIE AVENUE; THENCE N 63° 51' 28" E, 94.47 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING AND CONTAINING 2.36 ACRES.

PARCEL D A PART OF PRIVATE CLAIM 26, CITY OF DETROIT, WAYNE COUNTY, MICHIGAN, BEING ALL OF LOTS 82 THROUGH 93, AND PART OF LOTS 79, 80 AND 81 OF "ENGEL AND SCHWARTZ'S SUBDIVISION OF PART OF OUTLOTS 1 AND 2 OF THE ST. JEAN FARM", A SUBDIVISION OF PRIVATE CLAIM 26, AS RECORDED IN LIBER 23 OF PLATS, PAGE 69, WAYNE COUNTY RECORDS, AND ALSO ALL OF LOTS 82 THROUGH 94, AND PART OF LOT 81 OF "OLDENKAMP & BLAKESLEE'S SUBDIVISION OF PART OF LOT 1 OF THE ST. JEAN FARM SUBDIVISION", A SUBDIVISION OF PRIVATE CLAIM 26, AS RECORDED IN LIBER 38 OF PLATS, PAGE 54, WAYNE COUNTY RECORDS, AND ALL VACATED PUBLIC ALLEYS LYING WITHIN THE BOUNDS OF THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF EDLIE AVENUE (50 FEET WIDE) AND THE WEST LINE OF ENGEL AVENUE (50 FEET WIDE); THENCE THE FOLLOWING 3 COURSES ALONG SAID WESTERLY AND NORTHERLY LINE OF ENGEL AVENUE: (1) S 25° 56' 05" E, 384.12 FEET, AND (2) ALONG A TANGENT CURVE TO THE RIGHT, 78.42 FEET, SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 89° 51' 42", AND A LONG CHORD BEARING S 18° 59' 47" W, 70.63 FEET, AND (3) S 63° 55' 38" W, 112.53 FEET TO A POINT ON THE EAST LINE OF BENITEAU AVENUE (48 FEET WIDE); THENCE N 26° 06' 45" W, 434.00 FEET ALONG SAID EAST LINE OF BENITEAU AVENUE TO A POINT ON THE SOUTH LINE OF SAID ENGEL AVENUE; THENCE N 63° 55' 37" E, 163.76 FEET ALONG SAID LINE TO THE POINT OF BEGINNING AND CONTAINING 1.61 ACRES.

PARCEL E A PART OF PRIVATE CLAIM 26, CITY OF DETROIT, WAYNE COUNTY, MICHIGAN, BEING ALL OF LOTS 1 THROUGH 3, AND PART OF LOTS 4 THROUGH 15 OF "THE FIRST ADDITION TO CARPENTER'S JEFFERSON BEACH SUBDIVISION OF PART OF LOT 2 OF THE ST. JEAN FARM SUBDIVISION", A SUBDIVISION OF PRIVATE CLAIM 26, AS RECORDED IN LIBER 25 OF PLATS, PAGE 62, WAYNE COUNTY RECORDS, AND ALSO ALL OF LOTS 28 THROUGH 42, AND 74 THROUGH 76, AND PART OF LOTS 43 THROUGH 46, AND PART OF LOTS 70 THROUGH 73, AND PART OF LOT 77 OF "ENGEL AND SCHWARTZ'S SUBDIVISION OF PART OF OUTLOTS 1 AND 2 OF THE ST. JEAN FARM", A SUBDIVISION OF PRIVATE CLAIM 26, AS RECORDED IN LIBER 23 OF PLATS, PAGE 69, WAYNE COUNTY RECORDS, AND ALSO ALL OF LOTS 74 THROUGH 78, AND PART OF LOTS 72, 73 AND 79 OF "OLDENKAMP & BLAKESLEE'S SUBDIVISION OF PART OF LOT 1 OF THE ST. JEAN FARM SUBDIVISION", A SUBDIVISION OF PRIVATE CLAIM 26, AS RECORDED IN LIBER 38 OF PLATS, PAGE 54, WAYNE COUNTY RECORDS, AND ALL VACATED PUBLIC ALLEYS AND THE VACATED PORTION OF ENGEL AVENUE LYING WITHIN THE BOUNDS OF THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF EDLIE AVENUE (50 FEET WIDE) AND THE EAST LINE OF ENGEL AVENUE (50 FEET WIDE); THENCE N 63° 55' 37" E, 187.50 FEET ALONG SAID SOUTH LINE OF ENGEL AVENUE TO A POINT ON THE WEST LINE OF ST. JEAN AVENUE (VARIABLE WIDTH); THENCE THE FOLLOWING FOUR COURSES ALONG SAID WEST LINE OF ST. JEAN AVENUE: (1) S 25° 55' 16" E, 108.66 FEET, AND (2) ALONG A TANGENT CURVE TO THE RIGHT, 393.29 FEET, SAID CURVE HAVING A RADIUS OF 593.00 FEET, A CENTRAL ANGLE OF 37° 59' 57" AND A LONG CHORD BEARING S 06° 55' 16" E, 386.12 FEET, AND (3) S 12° 04' 45" W, 286.70 FEET, AND (4) ALONG A TANGENT CURVE TO THE LEFT, 21.63 FEET, SAID CURVE HAVING A RADIUS OF 676.00 FEET, A CENTRAL ANGLE OF 01° 50' 03", AND A LONG CHORD BEARING S 11° 09' 43" W, 21.63 FEET; THENCE N 83° 01' 53" W, 99.77 FEET TO A POINT ON THE EAST LINE OF BENITEAU AVENUE (48 FEET WIDE); THENCE N 26° 06' 45" W, 177.69 FEET ALONG SAID EAST LINE TO A POINT ON THE SOUTHERLY LINE OF RELOCATED ENGEL AVENUE; THENCE THE FOLLOWING THREE COURSES ALONG THE SOUTHERLY AND EASTERLY LINE OF SAID ENGEL AVENUE: (1) N 63° 55' 38" E, 112.49 FEET, AND (2) ALONG A TANGENT CURVE TO THE LEFT, 156.84 FEET, SAID CURVE HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 89° 51' 40", AND A LONG CHORD BEARING N 18° 59' 47" E, 141.25 FEET, AND (3) N 25° 56' 05" W, 384.24 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.45 ACRES.

PARCEL F A PART OF PRIVATE CLAIM 724, CITY OF DETROIT, WAYNE COUNTY, MICHIGAN, BEING ALL OF LOTS 63 THROUGH 78, AND PART OF LOTS 62 AND 79 OF "KEAN'S ISLAND VIEW SUBDIVISION OF PART OF PRIVATE CLAIM 724, SOUTH OF JEFFERSON", AS RECORDED IN LIBER 22 OF PLATS, PAGE 48, WAYNE COUNTY RECORDS, AND ALSO ALL OF LOTS 1 THROUGH 28 OF "KEAN'S ISLANDVIEW SUBDIVISION OF PART OF PRIVATE CLAIM 724", AS RECORDED IN LIBER 20 OF PLATS, PAGE 72, WAYNE COUNTY RECORDS, AND ALL VACATED PUBLIC ALLEYS LYING WITHIN THE BOUNDS OF THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF EDLIE AVENUE (50 FEET WIDE) AND THE WEST LINE OF FAIRVIEW AVENUE (66 FEET WIDE); THENCE S 26° 06' 19" E, 664.25 FEET ALONG SAID WEST LINE OF FAIRVIEW AVENUE; THENCE S 63° 57' 59" W, 213.70 FEET TO A POINT ON THE EAST LINE OF LEMAY AVENUE (50 FEET WIDE); THENCE N 26° 46' 59" W, 664.21 FEET ALONG SAID EAST LINE OF LEMAY AVENUE TO A POINT ON THE SOUTH LINE OF SAID EDLIE AVENUE; THENCE N 63° 56' 26" E, 221.55 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING AND CONTAINING 3.32 ACRES.

2. Paragraph 2 of the Jefferson Village II Condominium Master Deed, as set forth below, upon recordation in the office of the Wayne County Register of Deeds, shall replace and supersede paragraph 2 of the Master Deed as recorded, and the originally recorded paragraph 2 of the Master Deed shall be of no further force or effect.

AMENDED PARAGRAPH 2 OF THE MASTER DEED OF JEFFERSON VILLAGE II CONDOMINIUM

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

3. Amended Article I of the Master Deed, as set forth below, upon recordation in the office of the Wayne County Register of Deeds of this Amendment, shall replace and supersede Article I of the Master Deed as recorded, and the previously recorded Article I shall be of no further force or effect.

AMENDED ARTICLE I OF THE MASTER DEED OF JEFFERSON VILLAGE II CONDOMINIUM

ARTICLE I TITLE AND NATURE

The Condominium Project shall be known as Jefferson Village II Condominium, Wayne County Condominium Subdivision Plan No. 904. The Project is a multi-phase, expandable Condominium Development. Jefferson Village Condominium consists of eighty seven (87) site Condominium Units. If all phases are completed, the Condominium will consist of two hundred forty (240) Condominium Units. Units 1 through 11 have been identified on the Condominium Subdivision Plan as "must be built." Units 12 through 87 "need not be built." The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions, and area of each, and the designation of Common Elements as General Common Elements or Limited Common Elements, are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" hereto. Each Unit is designed to contain a single residential structure and other improvements for residential purposes which improvements shall comply with the "Architectural Guidelines" as established by the Developer under this Master Deed. Each Unit is capable of individual utilization. Each Co-owner in the Condominium Project shall have an exclusive right to his or her Unit and shall have undivided and inseparable rights to share with other Co-owners the General Common Elements of the Condominium Project. The provisions of this Master Deed, including, but not limited to, the purposes of the Condominium, shall not be construed to give rise to any warranty or representation, express or implied, as to the composition or physical condition of the Condominium, other than that which is expressly provided herein.

4. Amended Article II of the Master Deed, as set forth below, upon recordation in the office of the Wayne County Register of Deeds of this Amendment, shall replace and supercede Article II of the Master Deed as recorded, and the previously recorded Article II shall be of no further force or effect.

AMENDED ARTICLE II OF THE MASTER DEED OF JEFFERSON VILLAGE II CONDOMINIUM

<u>ARTICLE II</u> <u>LEGAL DESCRIPTION</u>

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

PARCEL A
A PART OF PRIVATE CLAIM 688, CITY OF DETROIT, WAYNE COUNTY, MICHIGAN, BEING
ALL OF LOTS 1 THROUGH 22, 35 THROUGH 56 AND PART OF LOTS 23 AND 34 OF
"KEAN'S RIVER-VIEW SUBDIVISION" AS RECORDED IN LIBER 22 PAGE 73 OF PLATS,
WAYNE COUNTY RECORDS, AND ALL VACATED PUBLIC ALLEYS LYING WITHIN THE
BOUNDS OF THIS PARCEL BEING ALL MORE PARTICULARLY DESCRIBED AS:
COMMENCING AT THE INTERSECTION OF THE SOUTHERLY LINE OF EDLIE AVENUE (50

FT WIDE) AND THE WESTERLY LINE OF LILLIBRIDGE AVENUE (50 FT WIDE), SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S 26°06'00" E, 664.23 FEET ALONG SAID WESTERLY LINE TO A POINT ON THE NORTHERLY LINE OF LISETTE AVENUE (60 FT WIDE); THENCE S 63°57'59" W, 223.83 FEET ALONG SAID NORTHERLY LINE TO A POINT ON THE EASTERLY LINE OF FAIRVIEW AVENUE (66 FT WIDE); THENCE N 26°06'19" W, 664.26 FEET TO A POINT ON THE SOUTHERLY LINE OF EDLIE AVENUE (50 FT WIDE); THENCE N 63°58'33" E, 223.89 FEET ALONG SAID SOUTHERLY LINE TO THE POINT OF BEGINNING AND CONTAINING 3.41 ACRES.

PARCEL B

A PART OF PRIVATE CLAIM 688, CITY OF DETROIT, WAYNE COUNTY, MICHIGAN, BEING PART OF LOTS 57, 58 AND 59 OF "KEAN'S RIVER-VIEW SUBDIVISION" AS RECORDED IN LIBER 22 PAGE 73 OF PLATS, WAYNE COUNTY RECORDS, BEING ALL MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE INTERSECTION OF THE SOUTHERLY LINE OF EDLIE AVENUE (50 FT WIDE) AND THE WESTERLY LINE OF LILLIBRIDGE AVENUE (50 FT WIDE); THENCE N 63°54'49" E, 50.00 FEET ALONG SAID SOUTHERLY LINE TO THE POINT OF BEGINNING; THENCE N 63°51'28" E, 94.47 FEET; THENCE S 26°06'22" E, 68.99 FEET; THENCE S 63°51'01" W, 94.48 FEET TO A POINT ON THE EASTERLY LINE OF LILLIBRIDGE AVENUE (50 FT WIDE); THENCE N 26°06'00" W, 69.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.15 ACRES.

PARCEL C

A PART OF PRIVATE CLAIM 26 AND PRIVATE CLAIM 688, CITY OF DETROIT, WAYNE COUNTY, MICHIGAN, BEING ALL OF LOTS 1 THROUGH 21, AND PART OF LOT 22 OF "OLDENKAMP & BLAKESLEE'S SUBDIVISION OF PART OF LOT 1 OF THE ST. JEAN FARM SUBDIVISION", A SUBDIVISION OF PRIVATE CLAIM 26, AS RECORDED IN LIBER 38 OF PLATS, PAGE 54, WAYNE COUNTY RECORDS, AND ALSO ALL OF LOTS 66 THROUGH 78 AND PART OF LOTS 57 THROUGH 65, AND 79 OF "KEAN'S RIVER-VIEW SUBDIVISION OF PART OF PRIVATE CLAIM 688", AS RECORDED IN LIBER 22 OF PLATS, PAGE 73, WAYNE COUNTY RECORDS, AND ALL VACATED PUBLIC ALLEYS LYING WITHIN THE BOUNDS OF THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF EDLIE AVENUE (50 FEET WIDE) AND THE WEST LINE OF BENITEAU AVENUE (48 FEET WIDE); THENCE S 26° 06' 45" E, 664.63 FEET ALONG SAID WEST LINE OF BENITEAU AVENUE; THENCE S 63° 57' 59" W, 189.09 FEET TO A POINT ON THE EAST LINE OF LILLIBRIDGE AVENUE (50 FEET WIDE); THENCE N 26° 06' 00" W, 421.27 FEET ALONG SAID EAST LINE OF LILLIBRIDGE AVENUE; THENCE N 63° 51' 01" E, 94.50 FEET; THENCE N 26° 06' 22" W, 242.99 FEET TO A POINT ON THE SOUTH LINE OF SAID EDLIE AVENUE; THENCE N 63° 51' 28" E, 94.47 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING AND CONTAINING 2.36 ACRES.

PARCEL D

A PART OF PRIVATE CLAIM 26, CITY OF DETROIT, WAYNE COUNTY, MICHIGAN, BEING ALL OF LOTS 82 THROUGH 93, AND PART OF LOTS 79, 80 AND 81 OF "ENGEL AND SCHWARTZ'S SUBDIVISION OF PART OF OUTLOTS 1 AND 2 OF THE ST. JEAN FARM", A SUBDIVISION OF PRIVATE CLAIM 26, AS RECORDED IN LIBER 23 OF PLATS, PAGE 69, WAYNE COUNTY RECORDS, AND ALSO ALL OF LOTS 82 THROUGH 94, AND PART OF LOT 81 OF "OLDENKAMP & BLAKESLEE'S SUBDIVISION OF PART OF LOT 1 OF THE ST. JEAN FARM SUBDIVISION", A SUBDIVISION OF PRIVATE CLAIM 26, AS RECORDED IN LIBER 38 OF PLATS, PAGE 54, WAYNE COUNTY RECORDS, AND ALL VACATED PUBLIC ALLEYS LYING WITHIN THE BOUNDS OF THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF EDLIE AVENUE (50 FEET WIDE) AND THE WEST LINE OF ENGEL AVENUE (50 FEET WIDE); THENCE THE FOLLOWING 3 COURSES ALONG SAID WESTERLY AND NORTHERLY LINE OF ENGEL AVENUE: (1) S 25° 56' 05" E, 384.12 FEET, AND (2) ALONG A TANGENT CURVE TO THE RIGHT, 78.42 FEET, SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 89° 51' 42", AND A LONG CHORD BEARING S 18° 59' 47" W, 70.63 FEET, AND (3) S 63° 55' 38" W, 112.53 FEET TO A POINT ON THE EAST LINE OF BENITEAU AVENUE (48 FEET WIDE); THENCE N 26° 06' 45" W, 434.00 FEET ALONG SAID EAST LINE OF BENITEAU AVENUE TO A POINT ON THE SOUTH LINE OF SAID ENGEL AVENUE; THENCE N 63° 55' 37" E, 163.76 FEET ALONG SAID LINE TO THE POINT OF BEGINNING AND CONTAINING 1.61 ACRES.

PARCEL E A PART OF PRIVATE CLAIM 26, CITY OF DETROIT, WAYNE COUNTY, MICHIGAN, BEING ALL OF LOTS 1 THROUGH 3, AND PART OF LOTS 4 THROUGH 15 OF "THE FIRST ADDITION TO CARPENTER'S JEFFERSON BEACH SUBDIVISION OF PART OF LOT 2 OF THE ST. JEAN FARM SUBDIVISION", A SUBDIVISION OF PRIVATE CLAIM 26, AS RECORDED IN LIBER 25 OF PLATS, PAGE 62, WAYNE COUNTY RECORDS, AND ALSO ALL OF LOTS 28 THROUGH 42, AND 74 THROUGH 76, AND PART OF LOTS 43 THROUGH 46, AND PART OF LOTS 70 THROUGH 73, AND PART OF LOT 77 OF "ENGEL AND SCHWARTZ'S SUBDIVISION OF PART OF OUTLOTS 1 AND 2 OF THE ST. JEAN FARM", A SUBDIVISION OF PRIVATE CLAIM 26, AS RECORDED IN LIBER 23 OF PLATS, PAGE 69, WAYNE COUNTY RECORDS, AND ALSO ALL OF LOTS 74 THROUGH 78, AND PART OF LOTS 72, 73 AND 79 OF "OLDENKAMP & BLAKESLEE'S SUBDIVISION OF PART OF LOT 1 OF THE ST. JEAN FARM SUBDIVISION", A SUBDIVISION OF PRIVATE CLAIM 26, AS RECORDED IN LIBER 38 OF PLATS, PAGE 54, WAYNE COUNTY RECORDS, AND ALL VACATED PUBLIC ALLEYS AND THE VACATED PORTION OF ENGEL AVENUE LYING-WITHIN THE BOUNDS OF THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF EDLIE AVENUE (50 FEET WIDE) AND THE EAST LINE OF ENGEL AVENUE (50 FEET WIDE); THENCE N 63° 55' 37" E, 187.50 FEET ALONG SAID SOUTH LINE OF ENGEL AVENUE TO A POINT ON THE WEST LINE OF ST. JEAN AVENUE (VARIABLE WIDTH); THENCE THE FOLLOWING FOUR COURSES ALONG SAID WEST LINE OF ST. JEAN AVENUE: (1) S 25° 55' 16" E, 108.66 FEET, AND (2) ALONG A TANGENT CURVE TO THE RIGHT, 393.29 FEET, SAID CURVE HAVING A RADIUS OF 593.00 FEET, A CENTRAL ANGLE OF 37° 59' 57" AND A LONG CHORD BEARING S 06° 55' 16" E, 386.12 FEET, AND (3) S 12° 04' 45" W, 286.70 FEET, AND (4) ALONG A TANGENT CURVE TO THE LEFT, 21.63 FEET, SAID CURVE HAVING A RADIUS OF 676.00 FEET, A CENTRAL ANGLE OF 01° 50' 03", AND A LONG CHORD BEARING S 11° 09' 43" W, 21.63 FEET; THENCE N 83" 01' 53" W, 99.77 FEET TO A POINT ON THE EAST LINE OF BENITEAU AVENUE (48 FEET WIDE); THENCE N 26° 06' 45" W, 177.69 FEET ALONG SAID EAST LINE TO A POINT ON THE SOUTHERLY LINE OF RELOCATED ENGEL AVENUE; THENCE THE FOLLOWING THREE COURSES ALONG THE SOUTHERLY AND EASTERLY LINE OF SAID ENGEL AVENUE: (1) N 63° 55' 38" E, 112.49 FEET, AND (2) ALONG A TANGENT CURVE TO THE LEFT, 156.84 FEET, SAID CURVE HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 89° 51' 40", AND A LONG CHORD BEARING N 18° 59' 47" E, 141.25 FEET, AND (3) N 25° 56' 05" W, 384.24 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.45 ACRES.

PARCEL F
A PART OF PRIVATE CLAIM 724, CITY OF DETROIT, WAYNE COUNTY, MICHIGAN, BEING
ALL OF LOTS 63 THROUGH 78, AND PART OF LOTS 62 AND 79 OF "KEAN'S ISLAND VIEW
SUBDIVISION OF PART OF PRIVATE CLAIM 724, SOUTH OF JEFFERSON", AS RECORDED
IN LIBER 22 OF PLATS, PAGE 48, WAYNE COUNTY RECORDS, AND ALSO ALL OF LOTS 1
THROUGH 28 OF "KEAN'S ISLANDVIEW SUBDIVISION OF PART OF PRIVATE CLAIM 724",
AS RECORDED IN LIBER 20 OF PLATS, PAGE 72, WAYNE COUNTY RECORDS, AND ALL
VACATED PUBLIC ALLEYS LYING WITHIN THE BOUNDS OF THIS PARCEL, BEING MORE
PARTICULARLY DESCRIBED AS: BEGINNING AT THE INTERSECTION OF THE SOUTH
LINE OF EDLIE AVENUE (50 FEET WIDE) AND THE WEST LINE OF FAIRVIEW AVENUE (66
FEET WIDE); THENCE S 26° 06' 19" E, 664.25 FEET ALONG SAID WEST LINE OF FAIRVIEW
AVENUE; THENCE S 63° 57' 59" W, 213.70 FEET TO A POINT ON THE EAST LINE OF
LEMAY AVENUE (50 FEET WIDE); THENCE N 26° 46' 59" W, 664.21 FEET ALONG SAID
EAST LINE OF LEMAY AVENUE TO A POINT ON THE SOUTH LINE OF SAID EDLIE

AVENUE; THENCE N 63° 56' 26" E, 221.55 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING AND CONTAINING 3.32 ACRES.

and further being subject to and together with all easements, reservations, exceptions, conditions and restrictions contained in prior conveyances of record or otherwise.

5. Article III, Section 2 and Section 10 of the Jefferson Village II Condominium Master Deed, as set forth below, upon recordation in the office of the Wayne County Register of Deeds, shall replace and supersede Article III, Section 2 and Section 10, of the Master Deed as recorded, and the previously recorded Article III, Section 2 and Section 10 of the Master Deed shall be of no further force or effect.

AMENDED ARTICLE III, SECTION 2 AND 10 OF THE MASTER DEED OF JEFFERSON VILLAGE CONDOMINIUM

- Section 2. <u>Agreement for Planned Development District</u>. "Agreement for Planned Development District" means the Neighborhood Development Corporation Project #1 Project Plan approved by Neighborhood Development Corporation of the City of Detroit and Economic Development Corporation of the City of Detroit October 24, 1997 and approved by City of Detroit Planning Commission with amendments January 22, 1998 and approved by the Detroit City Council March 20, 1998 as amended.
- Section 10. <u>Condominium Documents</u>. "Condominium Documents" means and includes this Master Deed and Exhibits "A" and "B" attached hereto, and the Articles of Incorporation, Bylaws, Condominium Subdivision Plan, Agreement for Planned Development District, and any rules and regulations of the Association, as all of the same may be amended from time to time.
- **6.** Article IV, Section 1 of the Jefferson Village II Condominium Master Deed, shall be amended as set forth below, to add subsection (m), upon recordation in the office of the Wayne County Register of Deeds.

AMENDED ARTICLE IV, SECTION 1 (m) TO THE MASTER DEED OF JEFFERSON VILLAGE II CONDOMINIUM

- (m) Offsite Improvements. The offsite improvements including neighborhood parks and open spaces as provided in the Agreement for Planned Development District subject to the rights of the public, adjacent landowners and the City of Detroit. The maintenance and repair costs of Offsite Improvements shall be shared by Unit owners and adjacent land owners through special assessments and/or pursuant to an expense sharing agreement.
- 7. Article VIII, Section 1. of the Master Deed, as set forth below, upon recordation in the office of the Wayne County Register of Deeds, shall replace and

supercede Article VIII, Section 1., of the Master Deed as recorded, and the previously recorded Article VIII, Section 1., shall be of no further force or effect.

AMENDED ARTICLE VIII, SECTION 1 OF THE MASTER DEED OF JEFFERSON VILLAGE II CONDOMINIUM

<u>ARTICLE IX</u> EXPANSION OF CONDOMINIUM

Section 1. Area of Future Development. The Condominium Project established pursuant to the Master Deed of this Condominium consists of eighty seven (87) Units. In its entirety, the Project may contain a total of two hundred and forty (240) Units. Units created in the expansion may be residential, rental, multi-family or mixed use units. The Developer reserves the right to add different types of Units to the Condominium Project, i.e. commercial, mixed use, multi-family Units and further reserves the right to subject Units added to the Project to separate restrictions and methods of assessing for expenses, as well as, subjecting such Units to membership in a commercial or master association as determined in the sole judgment of the Developer. Additional Units, if any, may be constructed upon all or some portion or portions of the following described land:

FUTURE DEVELOPMENT AREA A

A PART OF PRIVATE CLAIMS 725, 387, 724, 688 AND 26, CITY OF DETROIT, WAYNE COUNTY, MICHIGAN, BEING ALL OF LOTS 22 THROUGH 25, BLOCK 1 AND ALL OF LOTS 24 THROUGH 27, BLOCK 2 OF "LINGEMANN & BROSSY'S SUBDIVISION" AS RECORDED IN LIBER 19 PAGE 76 OF PLATS, WAYNE COUNTY RECORDS; ALSO, ALL OF LOTS 28, 31, 87 AND PART OF LOTS 27, 29, 30, 32, 86 AND 88 OF "BELLE ISLE PARK VIEW SUBDIVISION" AS RECORDED IN LIBER 26 PAGE 56 OF PLATS WAYNE COUNTY RECORDS; ALSO, ALL OF LOTS 1 THROUGH 31, OF "GOESCHEL'S ARCADIA SUBDIVISION" AS RECORDED IN LIBER 40 PAGE 31 OF PLATS, WAYNE COUNTY RECORDS; ALSO, ALL OF LOTS 1 THROUGH 26 OF "WAY & GAEDCKE'S RIVERVIEW SUBDIVISION" AS RECORDED IN LIBER 28 PAGE 41 OF PLATS, WAYNE COUNTY RECORDS; ALSO, ALL OF LOTS 1 THROUGH 8 OF "WAY & GAEDEKE SUBDIVISION" AS RECORDED IN LIBER 42 PAGE 1 OF PLATS, WAYNE COUNTY RECORDS; ALSO, ALL OF LOTS 1 THROUGH 35 OF "MAIRE'S SUBDIVISION" AS RECORDED IN LIBER 30 PAGE 34 OF PLATS, WAYNE COUNTY RECORDS; ALSO, ALL OF LOTS 36 THROUGH 61 OF "MAIRE'S SUBDIVISION NO. 1" AS RECORDED IN LIBER 44 PAGE 50 OF PLATS, WAYNE COUNTY RECORDS; ALSO, ALL OF LOTS 98 THROUGH 142 OF "KEAN'S FREUD AVENUE SUBDIVISION NO. 1" AS RECORDED IN LIBER 59 PAGE 13 OF PLATS, WAYNE COUNTY RECORDS: ALSO, A PART OF LOTS 4 THROUGH 7 OF "SUBDIVISION OF THE EAST ½ OF PRIVATE CLAIM 725" AS RECORDED IN LIBER 226 PAGE 87 OF PLATS, WAYNE COUNTY RECORDS; ALSO, ALL OF LOTS 13 THROUGH 32 AND A PART OF LOTS 12 AND 33 OF "WALTER C. MACK SUBDIVISION" AS RECORDED IN LIBER 28 PAGE 11 OF PLATS, WAYNE COUNTY RECORDS; ALSO, ALL OF LOTS 13 THROUGH 36, AND PART OF LOTS 12 AND 37 OF "SLOMAN'S DETROIT RIVER SUBDIVISION" AS RECORDED IN LIBER 28 PAGE 36 OF PLATS, WAYNE COUNTY RECORDS; ALSO, ALL OF LOTS 1 THROUGH 8, 35 THROUGH 42 AND PART OF LOTS 9 AND 34 OF "ADDITION TO SLOMAN'S DETROIT RIVER SUBDIVISION" AS RECORDED IN LIBER 32 PAGE 51 OF PLATS, WAYNE COUNTY RECORDS; ALSO, ALL OF LOTS 54 THROUGH 59, 82 THROUGH 84 AND PART OF LOTS 53, 60 AND 81 OF "KEAN'S ISLAND

VIEW SUBDIVISION SOUTH OF JEFFERSON AVENUE" AS RECORDED IN LIBER 22 PAGE 48 OF PLATS, WAYNE COUNTY RECORDS; ALSO, ALL OF LOTS 85 THROUGH 117 OF "KEAN'S ISLAND VIEW SUBDIVISION NO. 1" AS RECORDED IN LIBER 40 PAGE 83 OF PLATS, WAYNE COUNTY RECORDS; ALSO ALL OF LOTS 65 THROUGH 97 OF "KEAN'S FREUD AVENUE SUBDIVISION NO. 1" AS RECORDED IN LIBER 59 PAGE 13 OF PLATS, WAYNE COUNTY RECORDS; ALSO, ALL OF LOTS 26 THROUGH 28, 29 THROUGH 31, 60 THROUGH 65. 82 THROUGH 84 AND PART OF LOTS 23, 25, 32, 34 AND 81 OF "KEAN'S RIVERVIEW SUBDIVISION" AS RECORDED IN LIBER 22 PAGE 73 OF PLATS, WAYNE COUNTY RECORDS; ALSO, ALL OF LOTS 1 THROUGH 64 OF "KEAN'S FREUD AVENUE SUBDIVISION" AS RECORDED IN LIBER 58, PAGE 62 OF PLATS, WAYNE COUNTY RECORDS; ALSO, ALL OF LOTS 25 THROUGH 47 AND PART OF LOTS 24 AND 67 THROUGH 70 OF "OLDENKAMP & BLAKESLEE'S SUBDIVISION" AS RECORDED IN LIBER 38 PAGE 54 OF PLATS, WAYNE COUNTY RECORDS; ALSO, ALL THE REVISIONARY INTEREST IN VACATED BENITEAU AVENUE (48 FT WIDE) AND ALL VACATED PUBLIC ALLEYS LYING WITHIN THE BOUNDS OF THIS FUTURE DEVELOPMENT PARCEL BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF LISETTE AVENUE (60 FT WIDE) AND THE WESTERLY LINE OF LILLIBRIDGE AVENUE (50 FT WIDE); THENCE N 26° 06' 00" W, 595.17 FEET ALONG SAID WESTERLY LINE; THENCE N 63° 51' 01" E, 144.48 FEET; THENCE S 26° 06' 22" E, 174.00 FEET; THENCE S 63° 51' 01" W, 94.50 FEET TO A POINT ON THE EASTERLY LINE OF LILLIBRIDGE AVENUE (50 FT WIDE); THENCE S 26° 06' 00" E, 421.27 FEET; THENCE N 63° 57' 59" E, 189.09 FEET ALONG THE NORTHERLY LINE OF LISETTE AVENUE (60 FT WIDE) TO A POINT ON THE WESTERLY LINE OF BENITEAU AVENUE (48 FT WIDE); THENCE N 60° 21' 05" E, 48.09 FEET TO A POINT ON THE EASTERLY LINE OF BENITEAU AVENUE; THENCE S 83° 01' 53" E, 99.77 FEET TO A POINT ON THE WESTERLY LINE OF ST. JEAN AVENUE (VARIABLE WIDTH); THENCE THE FOLLOWING TWO COURSES ALONG SAID WESTERLY LINE, (1)ALONG A CURVE TO THE LEFT 428.97 FEET, SAID CURVE HAVING A RADIUS OF 676.02 FEET, CENTRAL ANGLE OF 36° 21' 26" AND LONG CHORD BEARING S 07° 56' 01" E, 421,81 FEET, AND (2) S 26° 06' 46" E, 411.32 FEET TO A POINT ON THE NORTHERLY LINE OF FREUD AVENUE (60 FT WIDE); THENCE THE FOLLOWING FOUR COURSES ALONG SAID NORTHERLY LINE, (1) S 63° 57' 59" W, 991.30 FEET TO A POINT ON THE EASTERLY LINE OF MONTCLAIR AVENUE (50 FT WIDE), AND (2) S 64° 09' 16" W, 260.74 FEET TO A POINT ON THE EASTERLY LINE OF MEADOWBROOK AVENUE (50 FT WIDE), AND (3) S 63° 55' 39" W, 573. 53 FEET TO A POINT ON THE WESTERLY LINE OF ST. CLAIR AVENUE (50 FT WIDE), AND (4) S 64°02'38"W, 105.04 FEET TO A POINT ON THE EASTERLY LINE OF A PUBLIC ALLEY (18 FT WIDE); THENCE N 27°40'39" W, 1250.58 FEET ALONG SAID EASTERLY LINE; THENCE N 62°14' 34" E, 105.00 FEET TO A POINT ON THE WESTERLY LINE OF ST. CLAIR AVENUE (50 FT WIDE); THENCE N 62°17' 56" E, 50.00 FEET TO A POINT ON THE EASTERLY LINE OF ST. CLAIR AVENUE SAID POINT ALSO BEING ON THE NORTHERLY LINE OF LISETTE AVENUE (50 FT WIDE); THENCE N 62°18'57" E, 533.23 FEET ALONG SAID NORTHERLY LINE TO A POINT ON THE EASTERLY LINE OF MEADOWBROOK AVENUE (50 FT WIDE); THENCE S 27°13'47" E, 407.19 FEET ALONG SAID EASTERLY LINE TO A POINT ON THE NORTHERLY LINE OF LISETTE AVENUE (60 FT WIDE): THENCE N 63°57'59" E, 1029.77 FEET ALONG SAID NORTHERLY LINE TO THE POINT OF BEGINNING AND CONTAINING 59.45 ACRES.

FUTURE DEVELOPMENT AREA B

A PART OF PRIVATE CLAIMS 725 and 387, CITY OF DETROIT, WAYNE COUNTY, MICHIGAN, BEING ALL OF LOTS 1 AND 2, BLOCK 1 OF "LINGEMANN & BROSSY'S SUBDIVISION" AND ALL OF LOTS 1,2,3 AND 4, BLOCK 2 OF "LINGEMANN & BROSSY'S SUBDIVISION" AS RECORDED IN LIBER 19 PAGE 76 OF PLATS, WAYNE COUNTY RECORDS, AND ALL OF LOTS 1 THROUGH 7, AND 52 THROUGH 66, AND PART OF LOTS 8, 51 AND 67 OF "BELLE ISLE PARK VIEW SUBDIVISION" AS RECORDED IN LIBER 26 PAGE 56 OF PLATS, WAYNE COUNTY RECORDS, AND ALL OF LOTS 1 THROUGH 10 AND ALL OF LOTS 55 THROUGH 61, AND PART OF LOTS 54 AND 62 OF "SLOMAN AND MACK'S

SUBDIVISION" AS RECORDED IN LIBER 27 PAGE 12 OF PLATS, WAYNE COUNTY RECORDS, AND ALL VACATED PUBLIC ALLEYS LYING WITHIN THE BOUNDS OF THIS FUTURE DEVELOPMENT PARCEL BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF JEFFERSON AVENUE (120 FT WIDE) AND THE WESTERLY LINE OF MONTCLAIR AVENUE (50 FT WIDE); THENCE S 27° 05' 09" E, 307.62 FEET ALONG SAID WESTERLY LINE; THENCE S 63°27'13" W, 265.24 FT TO A POINT ON THE WESTERLY LINE OF MEADOWBROOK AVENUE (50 FT WIDE); THENCE N 27°13'47" W, 48.56 FT ALONG SAID WESTERLY LINE; THENCE S 62°26'25" W, 487.86 FEET TO A POINT ON THE EASTERLY LINE OF ST. CLAIR AVENUE (50 FT WIDE); THENCE S 65°58'50" W, 50.10 FEET; THENCE S 62°11'11" W, 114.33 FEET; THENCE N 27°45'12" W, 168.88 FEET TO A POINT ON THE SOUTHERLY LINE OF JEFFERSON AVENUE (120 FT WIDE); THENCE N 57°17'35" E, 923.95 FEET ALONG SAID SOUTHERLY LINE TO THE POINT OF BEGINNING AND CONTAINING 4.79 ACRES.

Preserving all other lawful easements, restrictions, and right-of ways of record and all governmental limitations (hereinafter referred to as the "Area of Future Development").

- **8.** Sheets 1, 2, 2A, 3, 4, 5, 6, 7 and 8 of the Condominium Subdivision Plan, Replat No. 1 of Jefferson Village II Condominium, as attached hereto, shall, upon recording this Amendment in the office of the Wayne County Register of Deeds, replace and supercede previously recorded Sheets 1, 2, 3, 4, 5, 6, 7 and 8 of the Condominium Subdivision Plan of Jefferson Village Condominium. Thereafter, the previously recorded sheets of the Condominium Subdivision Plan shall be of no further force or effect.
- **9.** Article VI, Section 31 of the Jefferson Village II Condominium Bylaws, as set forth below, upon recordation in the office of the Wayne County Register of Deeds, shall replace and supersede Article VI, Section 31., of the Bylaws as recorded, and the originally recorded Article VI, Section 31., of the Bylaws shall be of no further force or effect.

AMENDED ARTICLE VI, SECTION 31 OF THE BYLAWS OF JEFFERSON VILLAGE II CONDOMINIUM

Section 31. <u>Unit Leasing and Rental</u>. A Co-owner may lease his Unit for the same purposes set forth in this Article provided that written disclosure of such lease transaction is submitted to the Association in the manner specified in subsection (a.) below, and provided that written approval (which approval shall not be unreasonably withheld) of such transaction is obtained from the Association. No Co-owner shall lease less than an entire Unit in the Condominium and no tenant shall be permitted to occupy except under a lease the initial term of which is at least six months unless specifically approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer may lease any number of Units in the Condominium in its discretion.

(a.) <u>Leasing Procedures</u>. The leasing of Units in the Project shall conform to the following provisions:

- (i.) A Co-owner, not including the Developer, desiring to rent or lease a Unit, shall disclose that fact in writing to the Association and shall require the lessee to comply with the terms and conditions of the Master Deed.
- (ii.) A Co-owner shall provide a copy of the Master Deed, Bylaws and any Rules and Regulations to the tenant and the tenants and non-owner occupants shall be bound to comply with all of the conditions of the Condominium Documents. All leases and rental agreements shall so specifically provide that a copy of the Condominium Documents has been provided and an acknowledgement that the tenant and non-owner occupants will comply with and be bound by Condominium Documents.
- (iii.) If the Association determines that the tenant or non-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:
 - (a.) The Association shall notify the Co-owner by certified mail advising of the alleged violation by the tenant.
 - (b.) The Co-owner shall have 15 days after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.
 - (c.) If after 15 days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or non-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or non-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this subparagraph may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages to the Common Elements caused by the Co-owner or tenant in connection with the Unit or Condominium Project.
- (iv.) When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not constitute a breach of the rental agreement or lease by the tenant. If the tenant, after being

notified, fails or refuses to remit rent otherwise due the Co-owner to the Association, then the Association may do the following: (a) issue a statutory notice to quit for non-payment of rent to the tenant and the Association shall have the right to enforce the notice by summary proceeding; (b) initiate proceedings on the Association's behalf or derivatively by the Co-owners on behalf of the Association, an action for both eviction against the tenant or non-Co-owner and, simultaneously, an action for money damages against the Co-owner and tenant or non-Co-owner occupant for breach of the conditions of the Condominium Documents.

10. Article XII, Section 2.(c.)(iv.) of the Jefferson Village II Condominium Bylaws, as set forth below, upon recordation in the office of the Wayne County Register of Deeds, shall replace and supersede Article XII, Section 2.(c.)(iv.) of the Bylaws as recorded, and the originally recorded Article XII, Section 2.(c.)(iv.), of the Bylaws shall be of no further force or effect.

AMENDED ARTICLE XII, SECTION 2.(c.)(iv.) OF THE BYLAWS OF JEFFERSON VILLAGE II CONDOMINIUM

Section 2.(c.)(iv.) At the First Annual Meeting, three (3) directors shall be elected for a term of two (2) years and two (2) directors shall be elected for a term of one (1) year. At such meeting all nominees shall stand for election as one slate and the three (3) persons receiving the highest number of votes shall be elected for a term of two (2) years and the two (2) persons receiving the next highest number of votes shall be elected for a term of one (1) year. At each annual meeting held thereafter, either two (2) or three (3) directors shall be elected, depending upon the number of directors whose terms expire. After the First Annual Meeting, the term of office (except for two (2) directors elected at the First Annual Meeting) shall be two (2) years. The directors shall hold office until their successors have been elected and hold their first meeting.

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In all other respects, other than as hereinabove indicated, the Master Deed and the Bylaws and the Condominium Subdivision Plan attached thereto respectively as Exhibits "A" and "B", is hereby ratified, confirmed and redeclared.

> CITY HOMES DEVELOPMENT, LLC a Michigan limited liability company,

By:

Jefferson Village Communities, LLC

Its:

Manager

Its:

Manager

STATE OF MICHIGAN

) SS.

COUNTY OF OAKLAND

On this 31st day of August, 2006, Scott A. Day, Manager of Jefferson Village Communities, LLC, which is the Manager of City Homes Development, LLC, acknowledged the foregoing First Amendment to Master Deed before me.

Alison Van Tilburg Notary Public,

Oakland County, Michigan

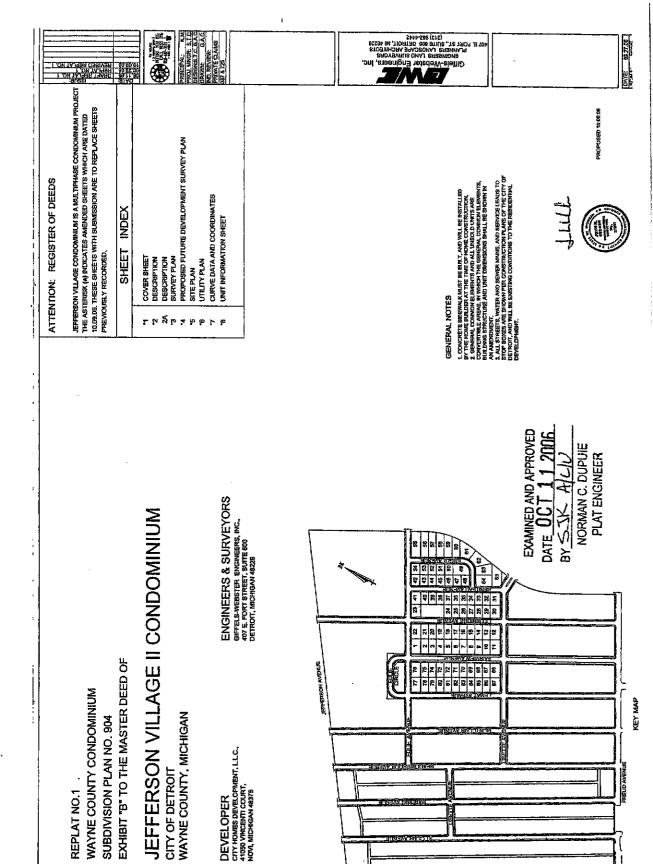
Acting in Oakland County, Michigan My commission expires: 05.13.2010

1st Amendment to Master Deed drafted by:

Christopher A. Hajek, Esq. Freeman, Cotton, & Norris, P. C. 33 Bloomfield Hills Parkway, Suite 100 Bloomfield Hills, Michigan 48304 (248) 642-2255

When recorded, return to drafter.

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REPLAT NO.1

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DESCRIPTION

NEW OVERALL PER REPLAT No. 1

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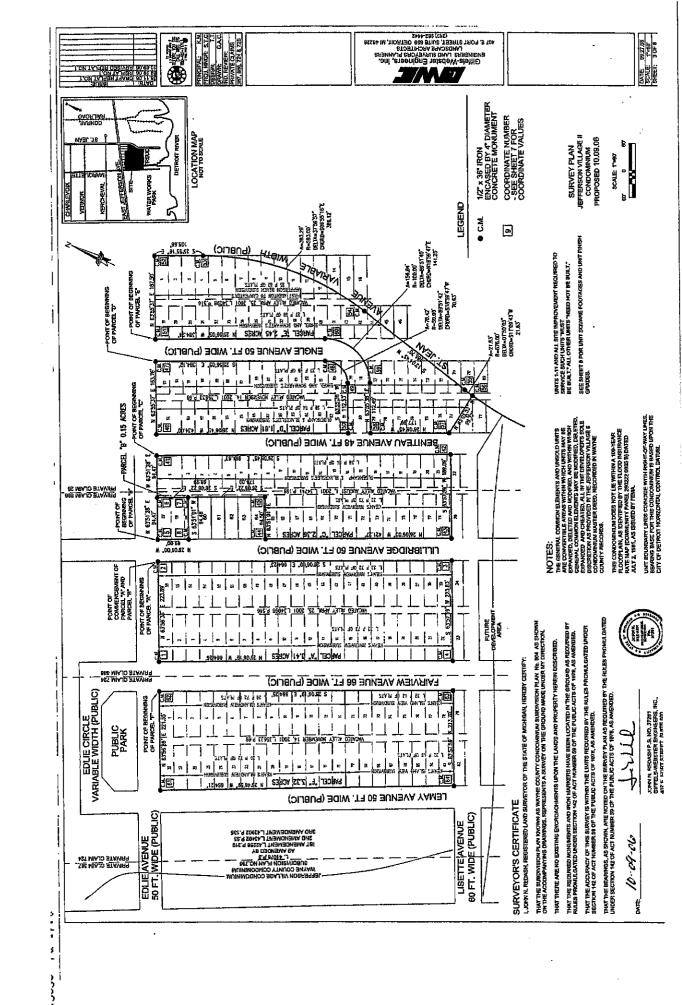
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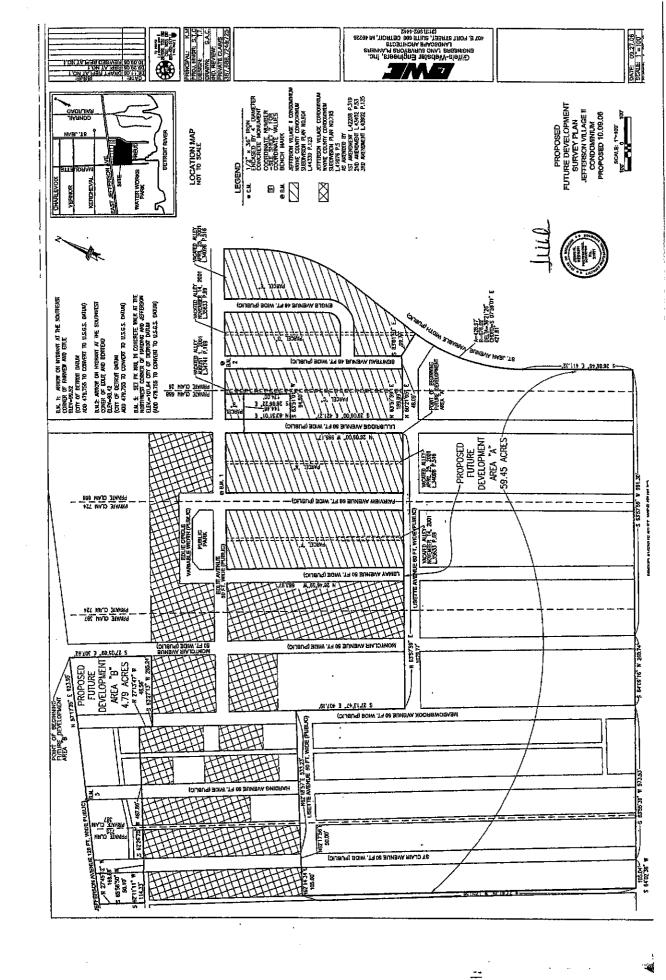
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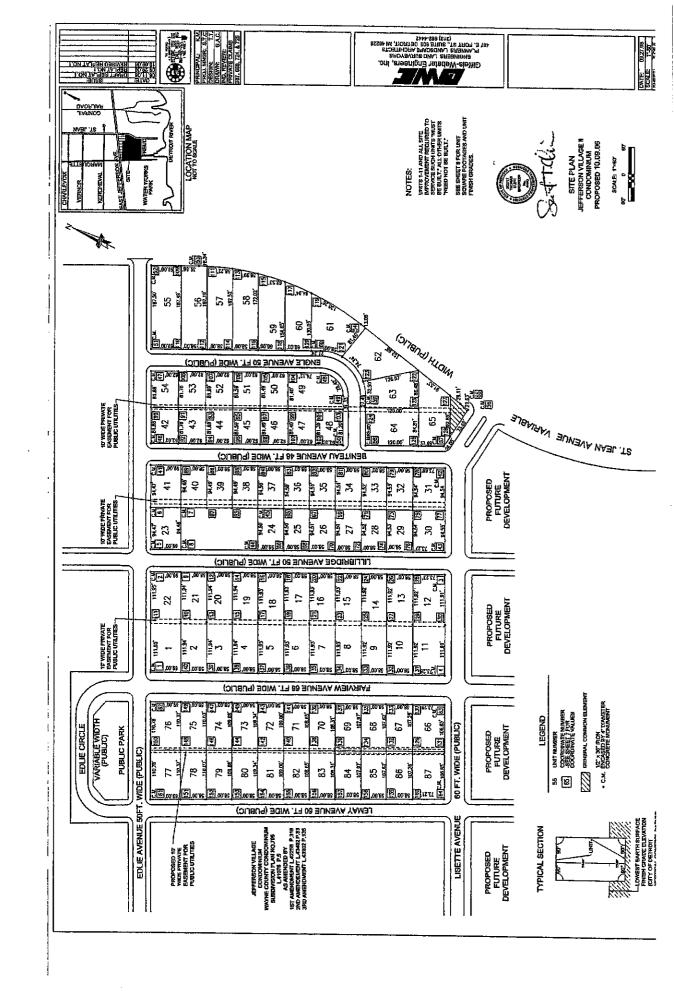
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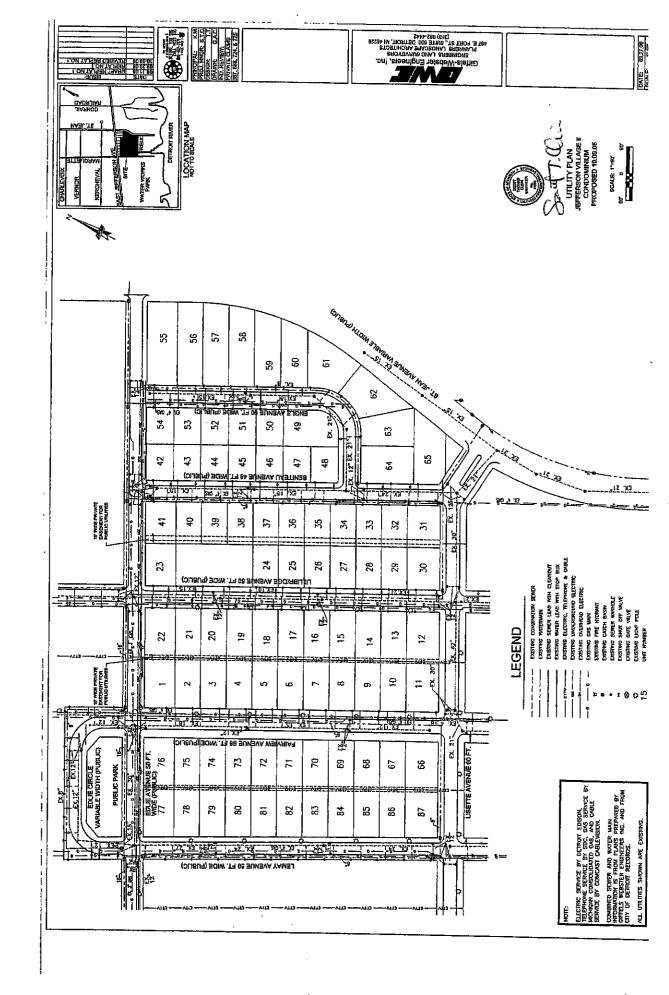




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NEIGHBORHOOD DEVELOPMENT CORPORATION PRÒJECT # 1 - PROJECT PLAN

Approved by

Neighborhood Development Corporation of the City of Detroit and Economic Development Corporation of the City of Detroit

October 24, 1997

Approved by

City of Detroit Planning Commission with amendments

January 22, 1998

Approved by the Detroit City Council

March 20, 1998

Incorporating all Amendments

NEIGHBORHOOD DEVELOPMENT CORPORATION PROJECT # 1

Plan Summary

The Neighborhood Development Corporation Project #1 (the "Project") is being jointly undertaken by the Economic Development Corporation of the City of Detroit ("EDC") and its subsidiary Neighborhood Development Corporation ("NDC").

The Project area, as defined in Act 338 of Public Acts of 1974, as amended, is described in Exhibit "A" (the "Project Area"). The Project Area is located in southeast Detroit and includes approximately 88 acres. The Project area is generally bounded on the west by Marquette, on the north by East Jefferson Avenue, on the east by St. Jean and on the south by Freud.

There is a trend in the City of Detroit reflecting a continuing loss in the stock of affordable and livable single family residences and a corresponding increase in blight in residential neighborhoods. The purpose of the Project is to assemble land to allow for the development of 375-410 new, single-family residential, detached, market-rate houses. The involvement of the EDC will allow for rehabilitation and/or redevelopment of commercial and industrial property where appropriate attendant to the Project.

The Project will include land acquisition by the City of Detroit ("City") of approximately 40 acres, relocation of residential occupants, demolition of buildings, site preparation and the rehabilitation of existing public infrastructure including roads, curbs, sidewalks, water, sewer and public lighting. Within this general boundary the following several properties will be exempted from acquisition: the existing residential structures on Marquette, New Mt. Vernon Missionary Baptist Church, Lockett Memorial Church of God In Christ, Holy Temple Baptist Church, the existing commercial properties fronting East Jefferson Avenue, Hackett Brass, an industrial facility on Lillibridge, Page Marina at the foot of the Harding Canal, and those structures which meet the eligibility criteria for exemption as set forth in the Plan duly approved and adopted. The City owns approximately 52% of the property within the project boundaries and approximately 62% of the property within the acquisition area. This attained ownership of the properties is primarily the result of tax foreclosures by the County and State which then conveyed the properties to the City. Acquisition of property by the City will include all privately held residential properties not currently owned by the proposed developer or exempted as noted above.

The Project Plan (the "Plan") describes existing and proposed land use, relocation of residents, site demolition and alterations, site improvements, utility and roadway rehabilitation and general land conveyance terms and management.

The Plan has been prepared pursuant to the requirements of Act No. 338 of the Public Acts ("Act 338") of 1974, as amended. Sections of the plan identified as "A" through "P" correspond to the requirements set forth in Section 8, Subsections 4(a) through 4(p) of Act 338.

The Project will generally utilize the current public rights-of-way which include one-way streets with roadways 26 feet in width curb to curb, with parking on only one side of each street. Three new east/west streets will be constructed as well as a park/recreational area including park perimeter streets to be constructed. Please see Exhibit E entitled "Proposed Land Use."

10601 Freud (Ward 21 Item 17-26)

In an effort to promote sound planning practices, the Economic Development Corporation will make this City owned property available, for 24 months from the date of Project Plan approval, for purchase by Page Marina (461-467 Harding) for the purposes of providing needed additional parking to the Marina. The following conditions apply to the proposed sale and will be embodied in a sales and a development agreement between the EDC and Page Marina:

- The sales price is established at \$.67 per square foot
- · Page Marina must show proof of valid marina license at closing
- Page Marina must show proof of valid zoning variance to accommodate marina activities within the residential neighborhood at closing
- Page Marina must be actively operating as a marina at the time of closing hence necessitating additional parking facilities
- The parking facilities must be buffered and landscaped so as to blend with the surrounding environment

In the event these conditions are not met and the sale is not consummated within 24 months, the property will no longer be made available and its use will revert to residential development consistent with the Project and this Plan.

Rehabilitation

Properties Eligible for Exemption

Certain properties identified below along the west side of Meadowbrook and along both sides of the Harding Canal may become exempt from acquisition conditioned upon compliance with eligibility criteria and performance standards as set forth below.

The following properties, where a residential structure currently exists, would be eligible for exemption from acquisition. In addition vacant lots adjacent to the principal structure and under the same ownership as the principal residence would also be exempt.

West-bank Canal Properties: 446-48 St. Clair, 462-466 St. Clair, 470 St. Clair, 496-500 St. Clair, 506-508 St. Clair, 522 St. Clair, 550 St. Clair, 558-560 St. Clair, 564-566 St. Clair, 576-578 St. Clair, 600-602 St. Clair, 616-618 St. Clair, 624-626 St. Clair, 632 St. Clair

East-bank Canal Properties: 477 Harding, 501 Harding, 509-511 Harding, 565 Harding, 571 Harding, 575 Harding, 595 Harding, 609 Harding, 651 Harding, 655 Harding

- The owner will, after acquisition of his/her home by the City, re-purchase his/her home for the cost of the demolition of basements and foundations and the cost of backfilling at the old site, after removal of the structure, to city specifications
- After moving, the house must comply with the standards required by HUD for a. comparable replacement unit. This means that the house must meet building codes for a relocated or "move" dwelling, as determined by the Department of Buildings and Safety Engineering and such other requirements as may be specified in the Federal Uniform Relocation and Property Acquisition Policies Act
- The owner must agree to enter into a development agreement with the Planning and Development Department (P&DD) that will include the requirements the house must meet, the sources of financing, and a commitment to complete the repair work
- The owner must, within 24 months of City Council adoption of a resolution of necessity, enter into the development agreement with P&DD and show that the necessary financing is in place, a contract for the rehabilitation has been consummated, and that the work has commenced.

Marquette

There are currently 58 structures on Marquette Avenue that are generally in above average condition. The concentration and structural integrity of these homes warrants maintenance and rehabilitation for this street frontage. To assist in this effort the developer and the NDC will conduct outreach programs and coordinate the various resources that are available to homeowners for rehabilitation of their properties. Programs may include but are not limited to those identified at:

Michigan National Bank

- Unsecured home improvement loans up to \$4,999

Federal Housing Administration

- Unsecured home improvement loans up to \$7,500
- 100% Loan to Value for amounts of \$15,000 \$25,000

Detroit Neighborhood Investment Corporation

- 3% APR loans for limited income customers

Acquisition Area

The proposed land use will remain primarily the same. All residential properties, not presently controlled by the City or the designated developer, in the area generally bound by, the alley west of St. Clair (west), East Jefferson (north), newly aligned St. Jean (east) and Freud (south) will be acquired. (See Exhibit D "Acquisition Area.") A break down of properties within the Acquisition Area is set forth below:

Public lighting services are provided primarily through overhead wires on poles running through all alleys and along the streets on Edlie and Freud.

There also are MichCon gas lines in streets throughout the area and electric, (Detroit Edison), telephone and cablevision overhead wires, often sharing poles with public lighting lines.

2. Demolition, Repairs and Alterations

All structures within the Acquisition Area will be demolished except for those exempt from acquisition, (i.e. Hackett Brass, New Mt. Vernon Missionary Baptist Church, Page Marina, and those structures which meet the eligibility criteria for exemption set forth in Section A (3) above).

[Note: In addition, not being demolished are Marquette residential structures and E. Jefferson commercial structures. These are in the <u>Project area</u> but not in the acquisition area part of the project.]

All public improvements will be rehabilitated or replaced as deemed necessary by the various City Departments, specifically Detroit Water and Sewerage Department, Public Lighting Department and the Department of Public Works: Small portions of the existing streets will be vacated and demolished in addition to all alleys which will be converted to easements to accommodate utilities. For a more detailed description of street and alley modifications please see Subsection C, below.

3. Estimate of Time

Structures will be demolished as title is obtained and occupants are relocated. Public infrastructure rehabilitation is expected to be phased and coordinated with construction of new housing. For details please see Subsection C, page 7.

4. Estimate of Demolition/Rehabilitation Costs

Please see cost and funding source summary contained in Subsection H, page 13.

C. Section 8, Subsection 4(c) requires that the Plan contain "the location, extent, character, and estimated cost of the improvements including rehabilitation contemplated for the project area and an estimate of the time required for completion."

1. Location of Improvements

All improvements will be constructed within the project area according to Exhibit E entitled "Proposed Land Use."

2. Extent and Character of Improvements: Time for Completion

Watermains - It is anticipated that this work will include the construction of any new watermains that are to be located in the proposed new streets.

Neighborhood Park - Open space will be an integral part of the development scheme. Approximately 3.4 acres of new park space will be created in addition to street trees and lawn strips lining the streets. The park will be a public park to be constructed and maintained by the Homeowner's Association through a special assessment.

Neighborhood Entrance Features/Buffers/Landscaping - The primary entrance will be located on the currently re-aligned St. Jean and will feature a major landscaped entry boulevard as well as landscaping throughout the development. Buffers will separate the neighborhood from the traffic of St. Jean and Freud and from the industrial and commercial uses which share borders with the residential ones.

375-410 detached, single-family homes - The new proposed homes will be built on newly configured lots which are expected to be approximately 6,000 square feet (60' x 100'). The average home sizes will range from approximately 1,400 to 1,600 square feet. The actual number of homes constructed is to be conditioned upon various site issues including the cure to site imperfections such as potential contamination and unforeseen soil conditions.

3. Estimated Private Costs

Housing Construction Costs Commission and Closing Costs	,		\$41,737,500 \$3,398,625
Land Costs Land Acquisition Pre-Development Costs Land Development Costs Total Land Costs	,	\$2,430,000 \$500,000 \$4,889,181	\$7,819,181
Administrative/Overhead Costs		•	\$3,799,238
Total Private Costs			\$56,754,544

D. Section 8, Subsection 4(d) requires that the Plan contain "a statement of the construction or stages of construction planned, and the estimated time of completion of each stage."

Please see Exhibit G entitled "Construction Phases."

Acquisition and relocation activities will be conducted throughout the entire project area as appropriate to assure timely land assembly and availability of relocation resources for occupants. Some infrastructure activities may be implemented project-wide for efficiency. Generally, construction will occur as follows:

E. Section 8, Subsection 4(e) requires that the Plan contain "a description of the parts of the project area to be left as open space and the use contemplated for the space."

A 3.4 acre central park is an integral component of the planned development. The park will be a public park to be constructed and maintained by the Homeowner's Association through a special assessment. It will complement the rich recreational and leisure amenities already provided by the park system along the Detroit River, including the George Engel Memorial Park and Vaughn Reid Boat Launch located immediately south of the planned development. The park will be complementary to the landscaping, buffering and street scaping planned throughout the development.

F. Section 8, Subsection 4(f) requires that the Plan contain "a description of the portions of the project area which the corporation (NDC/EDC) desires to sell, donate, exchange, lease to or from the municipality and the proposed terms."

The City of Detroit, acting under the authority of the Home Rule Act, the City Charter, Act 338 of 1974, as amended, and Act 87 of 1980, will acquire all real property in the Project Area, not owned by the City of Detroit, not owned by the designated developer or which is not exempt from acquisition, through purchase or condemnation. Under the provisions of Act 87, the City is required to offer to pay just compensation for the property and to submit to the owners a good faith offer to acquire the property for the amount of money.

The properties owned by the City of Detroit and those to be acquired by the City of Detroit will be transferred to the NDC for a nominal amount (except for properties which will be retained by the City for rights of way and other public uses). These properties will be sold pursuant to a Development Agreement. The proceeds of the sale will be transferred to the City of Detroit Planning and Development Department or alternatively, as directed by P&DD, be retained by the NDC/EDC to implement public project activities.

G. Section 8, Subsection 4(g) requires that the Plan contain "a description of the desired zoning changes and changes in streets, street levels, intersections, and utilities."

Zoning

The current zoning in the project area is residential (R2) throughout with the exception of Marquette which is zoned R5 and East Jefferson which is zoned B4. This plan will seek to change the zoning from R2 to R1 within the NDC's Acquisition Area and from R2 to B4 in the EDC's Acquisition Area. Please see Exhibit H entitled "Current Zoning and Proposed Changes."

I. Section 8, Subsection 4(i) requires that the Plan contain "a list of the persons who will manage or be associated with the management of the project for a period of not less than one year from the date of approval of the project plan."

The following individuals are currently identified as providing project management and oversight for the entities involved. These individuals are subject to change due to unforeseen circumstances provided there is a designated responsible party overseeing the implementation of the plan until its completion.

- 1. Amanda L. Allen
 Project Manager
 Neighborhood Development Corporation of the City of Detroit
 Suite 1000, 150 West Jefferson Avenue
 Detroit, Michigan 48226
- William Burke
 Executive Manager, Development
 City of Detroit, Planning and Development Department
 2300 Cadillac Tower
 Detroit, Michigan 48226
- 3. Charles E. Allen
 President and CEO
 Graimark Realty Advisors
 Suite 2050, 300 River Place
 Detroit, Michigan 48207
- J. Section 8 Subsection 4 (j) requires that the Plan contain "a description of the person or persons, natural or corporate, to whom the project is to be leased, sold, or conveyed and for whose benefit the project is being undertaken if that information is available."

Property acquired by the Neighborhood Development Corporation of the City of Detroit shall be conveyed to Lemay Development Corporation in accordance with terms and conditions of a development agreement by and between the Neighborhood Development Corporation of the City of Detroit and Lemay Development Corporation.

Realty Advisors, Inc. and Pulte Home Corporation. Graimark, headquartered in Detroit, specializes in real estate related activities including development, asset management and investment. It is an African-American owned firm founded in 1988 by partners Charles E. Allen, President and Chief Executive Officer and Handsel B. Minyard, Executive Vice President. Pulte, headquartered in Bloomfield Hills, is the national's largest single-family home-builder. The company focuses on entry-level and first-time move up buyers. It has received numerous awards recognizing the quality and excellence of its products. Mr. Charles Brown is a local African-

M. Section 8, Subsection 4 (m) requires that the Plan contain "a plan for establishing priority for the relocation of persons displaced by the project in new housing in the project area."

New Home Purchase

The developer has committed to establish an outreach effort to assist those residents currently within the neighborhood who have an interest in purchasing a new home in the development. Residents who want to exercise the opportunity will be given first priority in choosing a new home site within the development.

The developer will make itself available to counsel and advise the residents to best accommodate their needs. As part of its effort, the developer will conduct outreach programs and make information available concerning the alternative financing options available. For example: Fannie Mae offers a mortgage product requiring only 3% down, and; for persons 62 years and older, there exists a reverse mortgage program which could eliminate monthly payments on a new home. For persons 70 years and above, up to \$10,000 will be made available through the Rehabilitation Fund, described below in (2), to supplement the reverse mortgage program to assure the homeowner's monthly mortgage payments are no greater than his/her current owner-occupied situation. In addition, GMAC Mortgage Corporation and Michigan National Bank have pledged to assist current residents by providing advisory services in addition to a reduction in closing costs.

Retention and Rehabilitation of Existing Homes

This Plan, in Section A (3) above, provides homeowners the opportunity to retain their existing homes (either by retaining the homeowner's existing house in a designated cluster or moving that house to the Meadowbrook Cluster) in compliance with specific criteria. To the extent necessary to meet codes and standards required to comply with the eligibility criteria for rentention of existing units the homeowner will be required to complete some level of rehabilitation of the structure. There may be cases where the homeowner's individual circumstances, when coupled with the level of rehabilitation required, preclude him/her from qualifying for assistance from existing programs within the City and/or obtaining conventional financing sufficient to avoid annual mortgage costs in excess of costs being incurred at the time of adoption by City Council of the resolution of necessity for the Project. The Planning and Development Department, the Neighborhood Development Corporation and the Developer have committed to an outreach program to assist those homeowners wishing to exercise their option to remain, in obtaining the financing necessary to comply with the performance criteria for the rehabilitation requirement. Two special sources of financing are being developed to address this issue:

1. Owner Occupied HOME Program: The Planning and Development Department has committed to establish a HOME Program for home rehabilitation of owner occupied structures to be available in 1999. This is a forgivable loan program available to persons who meet particular income requirements and allows for the complete rehabilitation of

The Neighborhood Development Corporation (NDC) has established a project office near or adjacent to the Project area. The office will be staffed during established regular business hours and selected evenings. The purpose of this facility is to provide a location for the Citizen's District Council meetings, general public information meetings, relocation and acquisition discussions with residents, and provide a center for the exchange of information between residents and the NDC.

O. Section 8, subsection (o) requires that the Plan contain "a plan for compliance with Act. No. 227 of the Public Acts No. 1972, being sections 213.321 to 213.332 of the Michigan Complied Laws (Michigan Relocation Assistance for Displaced Persons Act)".

A relocation planning survey will be conducted by the NDC to determine the number of homeowners, tenants, business and non-profit organizations that may be required to relocate because of the proposed project.

The purpose of the survey will be to determine the potential workload and the needs for technical assistance and relocation payments as required by the Uniform Relocation Act of 1970 as amended (P.L. 91-646). Persons interviewed during the survey will be informed of their possible displacement and will be provided with a general description of the relocation program required by the Uniform Relocation Act of 1970 as amended. Each person will be notified that if the project is funded they will be given not less than ninety (90) days to relocate after receiving referral to a comparable dwelling unit. The various types of relocation payments and eligibility requirements for each of these will also be discussed.

Further, the relocation and acquisition consultants will provide the residents with assistance in order to mitigate and minimize the level of distress that relocation may cause. This will include counseling residents on all relocation options available within the project area. Every attempt possible will be made to coordinate programs and services that will provide employment support and counseling; school relocation assistance; home ownership counseling; as well as individual and family counseling and support. This process will be closely monitored by the City of Detroit Neighborhood Development Corporation (NDC) in conjunction with the Senior Citizens and Homeless Coordination Department.

Sales Housing (Referrals)

The Department of Housing and Urban Development, along with sixteen (16) other federal agencies, adopted a "Common Rule" implementing the Uniform Relocation Act. One provision of this Rule was a definition of a comparable replacement dwelling. One sub-paragraph of this definition states that a comparable unit must be "functionally similar to the displacement dwelling with particular attention to the number of rooms and living space".

In order to meet this wide variety of housing needs, the relocation staff will make presentations to members of the real estate industry. As a result, it is anticipated that brokers and agents will agree to share their individual listings for this program. Each house will be inspected to

Relocation Payments

The Uniform Relocation Act (P.L. Claim 100-117) provided the basis for the technical assistance and relocation payments. Regulations implementing the Act, adopted by Department of Housing and Urban Development and 16 other federal agencies were effective on May 1, 1986. In addition, because this is a City-funded project, all persons who have been displaced as a result of the Project will receive benefits under the Uniform Relocation Act, including those persons who were displaced as a result of land acquisition activity by the Lemay Development Corporation, Graimark-Pulte, Historic Realty or any associated entity which has conducted land acquisition activity within the Project Area for NDC Project # 1.

1. Moving Claim

Residential displacees may receive moving expenses based on an Individual Payment Schedule tied to the number of furnished rooms.

As an alternative, families and individuals may choose to receive a moving claim for the actual, reasonable expenses to move from a residential unit. A business or non-profit owner may receive a payment for the actual, reasonable expenses in moving to another location.

2. Replacement Housing Payments

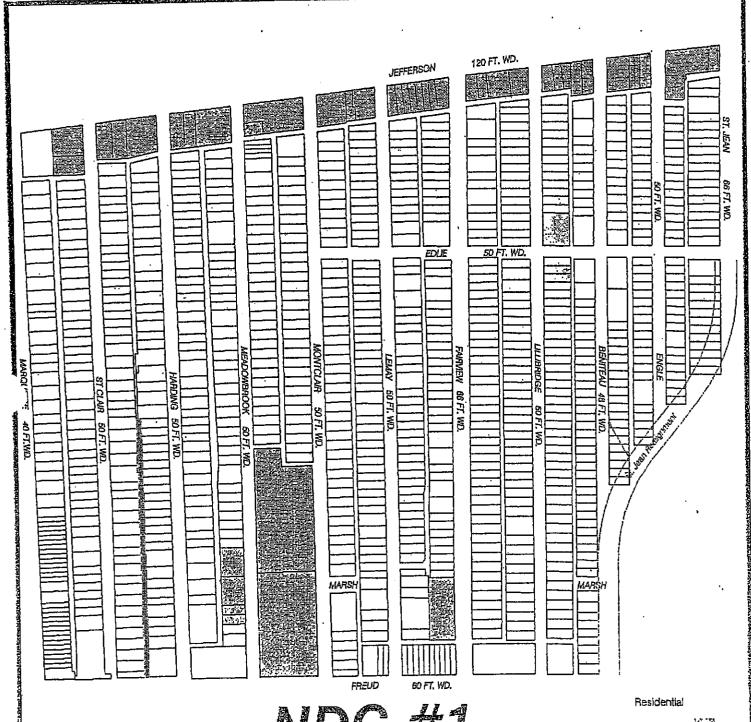
An owner-occupant may receive up to \$22,500 to purchase another dwelling unit. This payment has three components: differential, interest and incidental expenses. In order to qualify for the payment, the owner must have occupied his/her unit for at least 180 days immediately prior to the acquisition offer from the City of Detroit. In addition, he/she must purchase and occupy a decent, safe and sanitary dwelling within one (1) year after moving or receiving the final payment for the unit sold to the City, whichever is later.

The payment is intended to cover the following:

- (a) The amount necessary to purchase a comparable replacement dwelling, or the actual cost of the standard replacement dwelling, if it is less;
- (b) The amount necessary to compensate the displacee for increased interest costs related to the replacement dwelling, or comparable dwelling, if it is less. The increased interest costs related to the amount and time remaining on an existing mortgage of the property acquired by the City.
- (c) Reasonable expenses which are incidental to the purchase of the replacement dwelling.

A tenant occupant may qualify for a payment <u>up to</u> \$5,250 to rent a comparable decent, safe and sanitary dwelling unit. In order to qualify for the payment, the tenant must have occupied his/her unit for at least 90 days. The tenant may choose to apply his/her replacement housing grant to the purchase of a decent, safe and sanitary unit.

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NDC #1

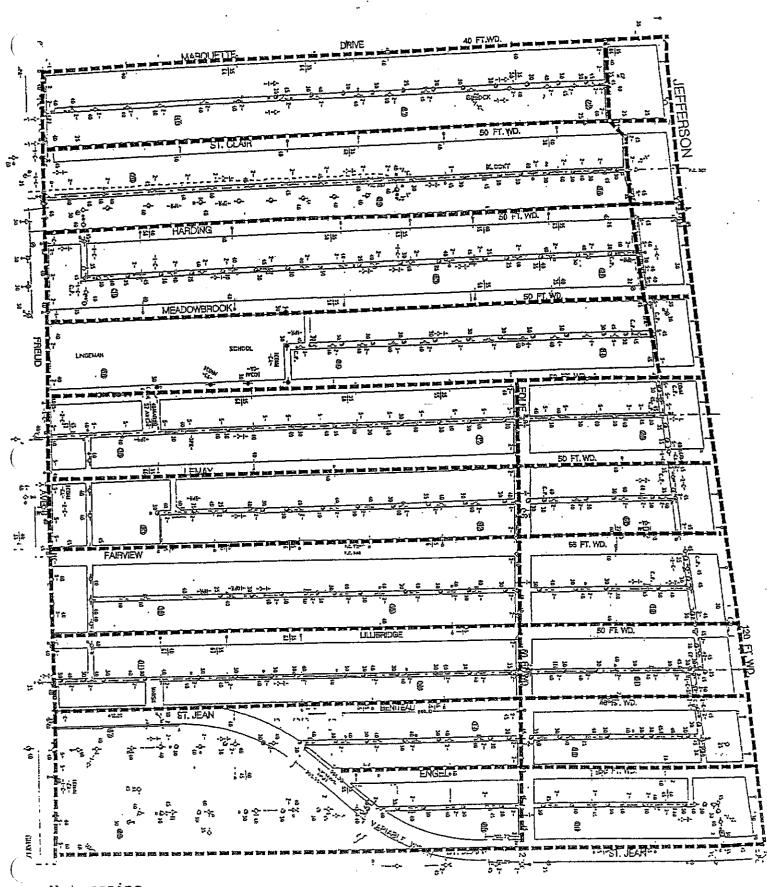
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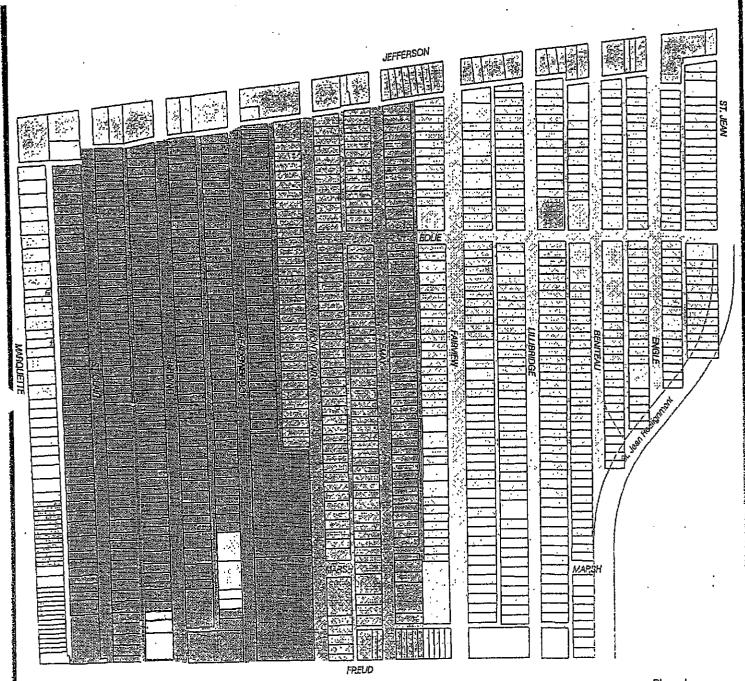
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Commercial

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Watermains Public Lighting Facilities PROPOSED LAND USE ESTIMATED LOT COUNT + 382 URBAN MIXED USE MARQUETTE DRIVE





Phase I

Phase II



Phase III



Exempt from Acquisition



Michigan Department of Labor & Economic Growth

Filing Endorsement

This is to Certify that the ARTICLES OF INCORPORATION - NONPROFIT

for

JEFFERSON VILLAGE II CONDOMINIUM ASSOCIATION

ID NUMBER: 798362

received by facsimile transmission on March 30, 2006 is hereby endorsed Filed on April 6, 2006 by the Administrator.

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

OF COMMERCIAL PROPERTY OF COMMERCIAL PROPERTY

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 6TH day of April, 2006.

, Director

Bureau of Commercial Services

Sent by Facsimile Transmission 06096