### LIVINGSTON COUNTY TREASURER'S CERTIFICATE

I hereby certify that there are no TAX LIENS OR TITLES held by the State or any individual against the within description, and all TAXES are same as paid for five years previous to the date of this instrument or appear on the records in this office except as stated.

1-25-25 Jennifer M. Nash, Treasurer

2025 Taxes not examined Certificate #30320

2025R-014451
RECORDED ON
07/25/2025 01:53:00 PM
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REGISTER OF DEEDS
LIVINGSTON COUNTY, MI 48843
RECORDING: 26.00

REMON: 4.00 PAGES: 58



#### **MASTER DEED**

<u>OF</u>

#### THE COURTYARDS OF HARTLAND

Livingston County Subdivision Plan No. 上しる

Parcel Tax#: 4708-22-400-028

**DEVELOPER:** 

Courtyard of Hartland, LLC

Prepared by Brendan S. Ruehle 7900 Grand River Ave Brighton, Michigan 48114 (810) 227-3103

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Return to: Courtyard of Hartland LLC 25210 Five Mile Rd Redford, Michigan 48239

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#### MASTER DEED OF THE COURTYARDS OF HARTLAND CONDOMINIUM

This Master Deed is signed and delivered on \_\_\_\_\_\_\_\_, by Courtyard of Hartland, LLC, a Michigan limited liability company, of 25200 5 Mile Road, Redford, Michigan 48239 ("Developer"), on the terms and conditions set forth below.

#### Section 1. ESTABLISHMENT OF CONDOMINIUM

- **1.1 Project.** Developer is engaged in the development of a condominium project to be known as Hartland Senior Community Site Condominium (the Project), in Hartland, Livingston County, Michigan, on a parcel of land as described in section 2.
- 1.2 Establishment of Condominium. Developer desires, by recording this Master Deed together with the Condominium Bylaws attached as Exhibit A and the Condominium Subdivision Plan attached as Exhibit B to establish the real property described in section 2 (the Property), together with the improvements located and to be located on the Property, as a condominium project (the Condominium) under the provisions of the Michigan Condominium Act (the Act). Developer declares that on the recording of this Master Deed, the Condominium shall be a Project under the Act and shall be held, conveyed, 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 in this Master Deed, all of which shall be deemed to run with the land and to be a burden on and a benefit to Developer; its successors and assigns; any persons who may acquire or own an interest in the Condominium; and their grantees, successors, heirs, personal representatives, administrators, and assigns.
- 1.3 Project Description. The Project is a residential site condominium. The Condominium units that may be developed in the Project, including the number, boundaries, dimensions, and area of each unit (Unit), are shown on the Condominium Subdivision Plan. Each of the Units is capable of individual use by reason of having its own entrance from and exit to a common element of the Project (a public road).
- 1.4 Owner Rights. Each owner of a Unit (Owner) in the Project shall have an exclusive property right to Owner's Unit and to the limited common elements that are appurtenant to Owner's Unit

and shall have an undivided right to share with other Owners in the ownership and use of the general common elements of the Project as described in this Master Deed.

#### Section 2. LEGAL DESCRIPTION OF THE PROPERTY

**2.1 Condominium Property.** The land that is being submitted to Condominium ownership in accordance with the provisions of the Act is described below.

The following described land situated in the township of Hartland, county of Livingston, and state of Michigan, and more particularly described as follows: part of the southwest 1/4 of section 22, town 3 north, range 6 east, being further described as commencing at the west 1/4 corner of said section:

Thence north 86 degrees 57 minutes 48 seconds east, 2524.87 feet(recorded as south 88 degrees 17 minutes 15 seconds east, 2521.92 feet) along the east—west 1/4 line of said section to the point of beginning;

Thence continuing along said east-west 1/4 line to the center of section of said section 22, north 86 degrees 57 minutes 48 seconds east, 91.16 feet, (recorded as south 88 degrees 17 minutes 15 seconds east, 91.08 feet);

Thence continuing along said east-west 1/4 line, north 86 degrees 30 minutes 53 seconds east, 458.04 feet (recorded as south 88 degrees 44 minutes 10 seconds east, 458.04 feet);

Thence south 03 degrees 44 minutes 45 seconds east, 756.42 feet(recorded as south 01 degree 00 minutes 12 seconds west, 756.18 feet);

Thence north 86 degrees 48 minutes 47 seconds west, 556.30 feet, (recorded as north 88 degrees 26 minutes 16 seconds west, 556.30 feet);

Thence north 03 degrees 12 minutes 04 seconds west, 754.24 feet, (recorded as north 01 degree 32 minutes 53 seconds east, 754.00 feet) to the east-west 1/4 line of said section and the point of beginning. Containing 9.580 acres.

Benefiting from an ingress-egress easement described in a warranty deed recorded in document no. 2022r-023175, Livingston county register of deeds.

**2.2 Beneficial Easements.** Easements are created and conveyed in this Master Deed to and for the benefit of the Project and the Units located in the Project, and the Project and the Units located in the Project are benefited and burdened by the ingress, egress, utility, and other easements described or shown on Exhibit B.

#### **Section 3. DEFINITIONS**

- **3.1 Definitions.** Certain terms used in this Master Deed are defined terms and have the meaning given them in the text where they are defined, and the same meaning shall be ascribed to the term in various other instruments regarding the Project such as, by way of example and not limitation, the Articles of Incorporation, Association Bylaws, and Rules and Regulations of The Courtyards of Hartland Condominium Association, a Michigan nonprofit corporation, and various deeds, mortgages, land contracts, easements, and other instruments affecting the establishment or transfer of interests in the Project. As used in documents regarding the Project, unless the context otherwise requires:
  - a. Act or Condominium Act means the Michigan Condominium Act, MCL 559.101 et seq.
  - b. Association or Association of Owners means The Hartland Senior Community Site Condominium Association, the Michigan nonprofit corporation of which all Owners shall be members, which shall administer, operate, manage, and maintain the Project.

- c. Association Bylaws mean the corporate bylaws of the Association organized to manage, maintain, and administer the Project.
- d. Common Elements mean the portions of the Project other than the Condominium Units, including all general and limited common elements described in section 4 of this Master Deed.
- e. *Condominium Bylaws* mean Exhibit A to this Master Deed, which are the bylaws that describe the substantive rights and obligations of the Owners.
- f. Condominium Documents mean this Master Deed with its forms, the Articles of Incorporation and Bylaws of the Association, the Rules and Regulations adopted by the board of directors of the Association, and any other document that affects the rights and obligations of an Owner in the Condominium.
- g. Condominium Property or Property means the land referenced in section 2, as that may be amended, together with all structures, improvements, easements, rights, and appurtenances on or belonging to the Condominium Property.
- h. Condominium Subdivision Plan or Subdivision Plan means Exhibit B to this Master Deed, which is the survey and other drawings depicting the real property and improvements to be included in the Project.
- i. Condominium Unit or Unit means the portion of the Project that is designed and intended for separate ownership and use, as described in this Master Deed.
- j. Owner/Co-Owner means the person, firm, corporation, partnership, association, trust, other legal entity, or combination of entities that owns a Condominium Unit in the Project, including both the vendees and vendors of any land contract of purchase.
- k. *Developer* means Courtyard of Hartland, LLC, a Michigan limited liability company, which has signed, delivered, and recorded this Master Deed, and its successors and assigns.
- 1. Development and Sales Period means the period continuing for as long as Developer or its successors continue to own and offer for sale any Unit in the Project, excepting any Unit that was previously conveyed by Developer and then repurchased by Developer.
- m. General Common Elements mean the Common Elements described in section 4.1, which are for the use and enjoyment of all Owners in the Project.
- n. *Limited Common Elements* mean the Common Elements described in section 4.2, which are reserved for the exclusive use of the Owners of a specified Unit or Units.
- o. Master Deed means this document, together with the forms attached to it and all amendments that may be adopted in the future, by which the Project is being submitted to condominium ownership.
- p. *Percentage of Value* means the percentage assigned to each Unit by this Master Deed, which is determinative of the value of an Owner's vote at meetings of the Association and the proportionate share of each Owner in the Common Elements of the Project.
- q. *Project* or *Condominium* means The Courtyards of Hartland Condominium, a residential site condominium development of thirty-two (32) Units established under the provisions of the Act.
- r. Transitional Control Date means the date on which a board of directors for the Association takes office pursuant to an election in which the votes that may be cast by eligible Owners unaffiliated with Developer exceed the votes that Developer may cast.
- s. *Township* means Hartland Township, located in the County of Livingston, State of Michigan.
- 3.2 Applicability. Whenever any reference is made to one gender, it will be assumed to

include both genders where the reference is appropriate; similarly, whenever a reference is made to the singular, it will be assumed to include the plural where the reference is appropriate.

#### **Section 4. COMMON ELEMENTS**

#### **4.1 General Common Elements.** The General Common Elements are:

- a. **Real Estate:** the Property referenced in section 2 of this Master Deed (except for that portion of the Property described in section 5.1 constituting a part of a Unit and any portion of the Property designated in Exhibit B as a Limited Common Element), including easement interests appurtenant to the Condominium, including but not limited to easements for ingress, egress, and utility installation over, across, and through non-Condominium property or individual Units in the Project;
- b. **Improvements:** the private roadways; the common sidewalks (if any); common walking trail; and the lawns, trees, shrubs, and other improvements not located within the boundaries of a Unit (all structures and improvements located within the boundaries of a Unit shall be owned in their entirety by the Owner of the Unit within which they are located and shall not, unless expressly provided in the Condominium Documents, constitute Common Elements);
- c. **Electrical:** the electrical transmission system throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit's boundaries;
- d. Gas: the natural gas line network and distribution system throughout the Project, up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;
- e. Water: the underground sprinkling system for the Common Elements and the water distribution system throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;
- f. **Sanitary Sewer:** the sanitary sewer system throughout the Project, up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;
- g. Storm Drainage: the storm drainage and water retention system throughout the Project;
- h. **Telephone:** the telephone wiring system throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;
- i. **Telecommunications:** the cable television and other telecommunications systems installed throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries:
- j. **Project Entrance Improvements:** any entry signage and other improvements located at or near the entrance to the Project; and
- k. Miscellaneous Common Elements: all other Common Elements of the Project not designated as Limited Common Elements and not enclosed within the boundaries of a Condominium Unit, which are intended for common use or are necessary to the existence, upkeep, or safety of the Project.

Some or all of the utility lines, equipment, and systems (including mains and service leads)

and the telecommunications systems described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility or telecommunication lines, equipment, and systems shall be General Common Elements only to the extent of the Owners' interest in them, and Developer makes no warranty with respect to the nature or extent of that interest.

- **4.2 Limited Common Elements.** Those portions of the Common Elements that are labeled or designated "Limited Common Elements" on the Drawings or as so described herein are Limited Common Elements. In the case of each Unit these Limited Common Elements consist of a driveway area in front of the Unit's garage, a service walk, a courtyard area and the improvements in that area, any fencing surrounding the appurtenant courtyard area, and a contiguous patio/yard area (but excluding items that are defined as being part of a Unit and utility lines that serve another Unit). Each such Limited Common Element is reserved for the exclusive use of the Unit Owners and Occupants of the Unit or Units it is designed or designated to serve. Other limited common elements include:
  - a. **Utility Service Lines:** the pipes, ducts, wiring and conduits supplying service to or from a Unit for electricity, gas, water, sewage, telephone, television, and other utility or telecommunication services, up to and including the point of lateral connection with a General Common Element of the Project or utility line or system owned by the local public authority or company providing the service;
  - b. **Subterranean Land:** the subterranean land located within Unit boundaries, from and below a depth of 20 feet as shown on Exhibit B, including all utility and supporting lines located on or beneath that land;
  - c. **Subsurface Improvements:** the portion of any footing or foundation extending more than 20 feet below surrounding grade level;
  - d. **Delivery Boxes:** the mail and paper box that is located on a Unit or is permitted by the Association to be located on the General Common Elements to serve a Condominium Unit;
  - e. **Yard Lights:** the yard lights and bulbs installed on each yard area to illuminate the house number and driveway on that Unit;
  - f. **Miscellaneous:** any other improvement designated as a Limited Common Element appurtenant to a particular Unit or Units in the Subdivision Plan or in any future amendment to the Master Deed made by Developer or the Association.

If no specific assignment of one or more of the Limited Common Elements described in this section has been made in the Subdivision Plan, Developer (during the Development and Sales Period) and the Association (after the Development and Sales Period has expired) reserve the right to designate each such space or improvement as a Limited Common Element appurtenant to a particular Unit or Units by subsequent amendment to this Master Deed.

- **4.3 Maintenance Responsibilities.** Responsibility for the cleaning, decoration, maintenance, repair, and replacement of the Common Elements will be as follows:
  - a. Co-Owner Responsibility for Units and Express Exceptions for Certain Limited Common Elements. It is anticipated that a separate residential dwelling (including attached garage and an enclosed courtyard area) will be constructed within each Unit depicted on Exhibit B. The responsibility for and the costs of maintenance, decoration, repair, and replacement of each dwelling and any appurtenances contained therein, including but not limited to the enclosed courtyard area of each Unit, shall be borne by the Co-Owner of such Unit; provided, however, that the exterior appearance

of the dwellings within the Units, to the extent visible from any other dwelling within a Unit or Common Element within the Project, shall be subject at all times to the approval of the Association and to reasonable aesthetic and maintenance standards prescribed by the Association in duly adopted rules and regulations. Each Co-Owner shall be responsible for paying all costs in connection with the extension of utilities from the mains or such other facilities, as are located at the boundary of the Common Element appurtenant to such Co-Owner's Unit to the dwelling or other structures located within the Unit. All costs of electricity, telephone, natural gas, storm drainage, cable television, other telecommunications system, and any other utility services shall be borne by the Co-Owner of the Unit to which the services are furnished. All utility meters, laterals, leads, and other such facilities located or to be located within the Co-Owner's Unit shall be installed, maintained, repaired, renovated, restored, and replaced at the expense of the Co-Owner whose Unit they service, except to the extent that such expenses are borne by a utility company or a public authority, and the Association shall have no responsibility with respect to such installation, maintenance, repair, renovation, restoration, or replacement. In connection with any amendment made by the Developer pursuant to Article VII of this Master Deed, the Developer may designate additional Limited Common Elements that are to be installed, maintained, decorated, repaired, renovated, restored, and replaced at Co-Owner expense or, in proper cases, at Association expense.

- b. Unit Improvements and Other Co-Owner Responsibilities. If an Owner elects, with the prior written consent of the Association, to construct or install any improvements within a Unit or on the Common Elements that increase the costs of maintenance, repair, or replacement for which the Association is responsible, those increased costs or expenses may, at the option of the Association, be specially assessed against the Unit.
- c. Association Responsibility for Units and Common Elements. It is also anticipated that various improvements and structures appurtenant to each such dwelling will or may also be constructed within the United and may extend into the Limited Common Element appurtenant to the Unit, which improvements and structures (collectively, "Appurtenances") may include, but are not limited to, a driveway and contiguous patio/yard area. Except as provided for in Section 4.3(a) and Section 4.5, the Association, acting through its Board of Directors, shall undertake regularly recurring, reasonably uniform, periodic exterior maintenance, repair, renovation, restoration, and replacement functions with respect to Units, Appurtenances, and Limited and General Common Elements as it may deem appropriate (including, without limitation, snow removal from driveways, and maintenance of any yard area not within the enclosed courtyard area).
- d. Failure of Co-Owner to Maintain. If a Co-Owner fails, as required by this Master Deed, the Bylaws, or any rules or regulations promulgated by the Association, to properly and adequately decorate, repair, replace, or otherwise maintain the Co-Owner's Unit, any structure or improvement located within the Unit, or any appurtenant Limited Common Element, the Association (or Developer during the Development and Sales Period) shall have the right, but not the obligation, to undertake periodic exterior maintenance functions regarding improvements constructed or installed within any Unit boundary as it deems appropriate (including, without limitation, painting or other decoration, lawn mowing, snow removal, tree trimming, and replacement of shrubbery and other plantings). The Association (or Developer) will in no event be obligated to repair or maintain any such Common Element or improvement. Failure of the Association (or Developer) to take any such

- action shall not be deemed a waiver of the Association's (or Developer's) right to take any such action at a future date.
- e. **Assessment of Costs.** All costs incurred by the Association or Developer in performing any maintenance functions that are the primary responsibility of an Owner shall be charged to the affected Owner or Owners on a reasonably uniform basis and collected in accordance with the assessment procedures established by the Condominium Bylaws. A lien for nonpayment shall attach to Owner's Unit for any such charges, as with regular assessments, and may be enforced by the use of all means available to the Association under the Condominium Documents or by law for the collection of assessments, including, without limitation, legal action, foreclosure of the lien securing payment, and the imposition of fines.
- Maintenance of Private Roads, Storm Sewers, and Detention Areas. As provided in Section 4.3(c), the Association, acting through its Board of Directors, shall undertake regularly recurring, reasonably uniform, periodic maintenance, repair, renovation, restoration, and replacement functions with respect to the General Common Elements, which includes the private roads, storm sewer system, and detention area(s). At a minimum, the Association shall inspect and monitor the sediment buildup in the detention area(s) once annually. The Association shall remove any excess sediment buildup from the detention area(s), as needed. If the Association fails to properly maintain the private roads, storm sewers, and detention area(s), the Township may notify the Association in writing of such failure. Upon such written notification from the Township, the Association shall have 60 days to perform the work. If, after 60 days from the date of written notification from the Township, the Association has not performed the work, the Township may perform the work and seek reimbursement from the Association. Any reimbursement sought by the Township from the Association shall be in the form of a written request. The Association shall have 60 days from said written request to provide reimbursement for services rendered by the Township. If the Association does not reimburse the Township within 60 days of the Township's written request for reimbursement, the Township may place liens on the Units within the Condominium Project, to the extent permitted by law.
- **4.4 Assignment of Limited Common Elements.** A Limited Common Element may be assigned or reassigned by written application to the board of directors of the Association by all Owners whose interest will be affected by the assignment. On receipt and approval of an application, the board shall promptly prepare and execute an amendment to this Master Deed assigning or reassigning all rights and obligations regarding the Limited Common Elements involved and shall deliver the amendment to the Owners of the Units affected on payment by them of all reasonable costs for the preparation and recording of the amendment.
- **4.5 Power of Attorney.** By acceptance of a deed, mortgage, land contract, or other document of conveyance or encumbrance, all Owners, mortgagees, and other interested parties are deemed to have appointed Developer (during the Development and Sales Period) or the Association (after the Development and Sales Period has expired) as their agent and attorney to act in connection with all matters concerning the Common Elements and their respective interests in the Common Elements. Without limiting the generality of this appointment, Developer or the Association will have full power and authority to grant easements over, to sever or lease mineral interests in, and to convey title to the land or improvements constituting the General Common Elements or any part of them; to dedicate as public streets any parts of the General Common Elements; to amend the Condominium Documents to assign or reassign

the Limited Common Elements; and in general to sign and deliver all documents and to do all things necessary or convenient to exercise such powers.

**4.6 Boundary Relocation.** Subject to the written approval of the Township, the boundaries of two or more adjacent Units may be relocated, by amendment of the Master Deed in accordance with the provisions of MCL 559.148, provided that the expense of preparing the amendment is paid in full by the Owner or Owners desiring to relocate the boundaries. The Board must give its express written consent for any boundary relocation, which it may grant or refuse in its sole and unfettered discretion.

#### 4.7 Unit Subdivision.

- a. An Owner may subdivide a Unit into two or more separate new Units, may transfer a Unit or any portion of it to the Owner of an adjacent Unit or Units, and combine the Unit or Units for use together with the adjacent Unit or Units; and the Common Elements affected by the subdivision or transfer and combination may be located or relocated as required to effect the subdivision or transfer and combination, provided that the subdivision or transfer and combination is made in compliance with MCL 559.149, all other applicable laws and ordinances, and with the provisions of subsection 4.7(b) and (c).
- b. Any Owners desiring to make a subdivision or transfer and combination shall make written application to the board of directors requesting an amendment to this Master Deed and containing (i) a survey of the proposed alterations to the affected Unit or Units and the affected Common Elements, (ii) a proposed reallocation to the new Units to be created by the proposed subdivision or transfer of the percentage of interest in the Common Elements appurtenant to the affected Unit or Units, and (iii) a statement about whether the Limited Common Elements serving the affected Unit or Units should be assigned to each new Unit or to fewer than all of the new Units to be created by the proposed subdivision or transfer.
- c. Any Owner desiring to alter any part of the Common Elements separating and located between and exclusively serving one or more Units to be transferred and combined under the provisions of this section shall in addition comply with the applicable provisions of this section. No such proposed subdivision or transfer and combination shall be effective unless first approved in writing by a two-thirds majority of the board, which shall not be unreasonably withheld. If approved by the board, the proposed subdivision or transfer and combination shall be effective on the recording of an amendment to this Master Deed, consistent with and reflecting the subdivision or transfer and combination and executed by the Owner and the mortgagee of the Units involved. Any expenses incurred in connection with accomplishing any subdivision or transfer and combination as provided in this section shall be paid by the Owners of the Units involved, and the Owners shall be jointly and severally liable for the payment.
- **4.8 Separability.** Except as provided in this Master Deed, Condominium Units shall not be separable from their appurtenant Common Elements, and neither shall be used in any manner inconsistent with the purposes of the Project nor in any other way that might interfere with or impair the rights of other Owners in the use and enjoyment of their Units or their appurtenant Common Elements.

#### Section 5. UNITS

- **5.1 Description of Units.** A complete description of each Unit in the Project, with elevations referenced to an official benchmark of the U.S. Geological Survey sufficient to accurately relocate the space enclosed by the description without reference to any structure, is contained in the Subdivision Plan as surveyed by the Project's consulting engineers and surveyors. Each Unit shall include all the space within the Unit boundaries and above to a depth of 20 feet below and a height of 50 feet above the surface as shown on form B, together with all appurtenances to the Unit.
- **5.2 Percentage of Value.** The total percentage value of the Project is 100, and the Percentage of Value assigned to each of the Condominium Units in the Project shall be equal to every other Unit. The determination that Percentages of Value for all Units should be equal was made after reviewing the comparative characteristics of each Unit, including those that may affect maintenance costs, and concluding that the Units should each have an equal Percentage of Value. The Percentage of Value assigned to each Unit shall be changed only in the manner permitted by section 9, expressed in an Amendment to this Master Deed and recorded in the Livingston County register of deeds office.
- **5.3 Unit Modification.** The number, size, style, boundary, or location of a Unit or of any Limited Common Element appurtenant to a Unit may be modified from time to time by Developer or its successors without the consent of any Owner, mortgagee (except as provided in the Act), or other interested person, as long as the modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy, or other significant attribute of any Unit that adjoins or is proximate to the modified Unit or Limited Common Element. However, no Unit that has been sold or is subject to a binding Purchase Agreement shall be modified without the consent of the Owner or Purchaser and the mortgagee of the Unit. Developer may also, in connection with any modification, readjust Percentages of Value for all Units in a manner that gives reasonable recognition to the changes based on the method of original determination of Percentages of Value for the Project. All Owners, mortgagees of Units, and other persons interested or to become interested in the Project from time to time shall be deemed to have granted a power of attorney to Developer and its successors for any purpose that is similar in nature and effect to that described in section 4.5 of this Master Deed.

#### Section 6. CONTRACTABILITY OF CONDOMINIUM

- **6.1 Limit of Unit Contraction.** The Project established by this Master Deed consists of thirty-two (32) Units and may, at the election of the Developer, be contracted to any number of Units Developer so desires, in Developers sole discretion but subject to the Condominium Documents.
- **6.2 Withdrawal of Land.** The number of Units in the Project may, at Developer's option, from time to time within a period ending not later than six years after the recording of this Master Deed be decreased by the withdrawal of all or any portion of the lands described in section 2.1. However, no Unit that has been sold or is the subject of a binding Purchase Agreement may be withdrawn without the consent of the Owner or purchaser and the mortgagee of the Unit. Developer may also, in connection with any contraction, readjust the Percentages of Value for Units in the Project in a manner that gives reasonable recognition to the number of remaining Units, based on the method of original determination of the Percentages of Value. Other than as provided in this section 7, there are no restrictions or

limitations on Developer's right to withdraw lands from the Project or on the portion or portions of land that may be withdrawn, the time or order of the withdrawals, or the number of Units or Common Elements that may be withdrawn. However, the lands remaining shall not be reduced to less than that necessary to accommodate the remaining Units in the Project with reasonable access and utility service to the Units.

- **6.3 Contraction Not Mandatory.** There is no obligation on the part of Developer to contract the Project, nor is there any obligation to withdraw portions of the Project in any particular order or to construct particular improvements on any withdrawn lands. Developer may, in its discretion, establish all or a portion of the lands withdrawn from the Project as a separate condominium project (or projects) or as any other form of development. Any development on the withdrawn lands will not be detrimental to the adjoining condominium project.
- **6.4 Amendments to the Master Deed.** A withdrawal of lands from this Project by Developer will be given effect by appropriate amendments to the Master Deed, which will not require the consent or approval of any Owner, mortgagee, or other interested person. Amendments will be prepared by and at the sole discretion of Developer and may adjust the Percentages of Value assigned by section 5.2 to preserve a total value of 100 percent for the entire Project resulting from any amendment.
- **6.5 Additional Provisions.** Any amendments to the Master Deed made by Developer to contract the Condominium may also contain provisions as Developer determines are necessary or desirable
- (a) to create easements burdening or benefiting portions or all of the parcel or parcels being withdrawn from the Project and (b) to create or change restrictions or other terms and provisions, including designations and definition of Common Elements, affecting the parcel or parcels being withdrawn from the Project or affecting the balance of the Project, as reasonably necessary in Developer's judgment to preserve or enhance the value or desirability of the parcel or parcels being withdrawn from the Project.

#### Section 7. CONVERTIBLE AREAS

- **7.1 Designation of Convertible Area.** All of the land of the Condominium is hereby designated a Convertible Area. All land in the convertible area may be converted from Units to General Common Elements or Limited Common Elements or from General Common Elements or Limited Common Elements to Units with the express written approval of the Township.
- **7.1 Limits of Conversion.** The Project established by this Master Deed initially consists of thirty- two (32) Condominium Units and may, at Developer's election, be increased by the creation of a maximum of 10 additional Units within the Convertible Areas defined in section 7.2. Any conversion is subject to the written approval of the Township.
- **7.2 Conversion Rights.** The number of Units in the Project may, at Developer's option and subject to the approval of the Township, from time to time within a period ending not later than six years after the initial recording of the Master Deed be increased by the conversion of all or any part of the Common Elements designated as Convertible Areas on the Condominium Subdivision Plan into additional Condominium Units or Limited Common Elements appurtenant to Units. Developer may also, in connection with the conversion, readjust Percentages of Value for all Units in the Project in a manner that gives reasonable

recognition to the total number of Units, based on the method of original determination of Percentages of Value.

- **7.3 Conversion Not Mandatory.** There is no obligation on the part of the Developer to convert any part of the Convertible Area, to convert portions of the area in any particular order, or to construct particular improvements on any converted Unit. Other than as provided in this section, there are no restrictions or limitations on Developer's right to create additional Units or on the portion or portions of the Convertible Area that may be converted, the time or order of the conversions, or the number of Units or Common Elements that may be converted.
- **7.4** Amendments to Master Deed. An increase in the number of Units by exercise of the Developer's conversion rights will be given effect by appropriate amendments to the Master Deed, which will not require the consent or approval of any Owner, mortgagee, or other interested person. Amendments will be prepared by and at the sole discretion of Developer, but shall by subject to approval of the Township, and may proportionately adjust the Percentages of Value assigned by section 5.2 to preserve a total value of 100 percent for the entire Project.
- **7.5 Redefinition of Common Elements.** Conversion amendments to the Master Deed by Developer may contain further definitions and redefinitions of General or Limited Common Elements as Developer determines are necessary or desirable to adequately describe, serve, and provide access to the additional Units being added to the Project. In connection with any amendments, Developer will have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the intent of this section.
- **7.6 Additional Provisions.** Any amendments to the Master Deed by Developer for conversion purposes may also contain provisions Developer determines are necessary or desirable (a) to create easements burdening or benefiting portions of the Units being added to the Project and (b) to create or change restrictions or other terms and provisions affecting the additional Units being added to the Project or affecting the balance of the Project as may be reasonably necessary in Developer's judgment to enhance the value or desirability of the Units.

#### **Section 8. EASEMENTS**

#### 8.1 Easements for Maintenance and Related Matters.

- a. Encroachments. If all or 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 of a foundation or support, or due to survey errors, construction deviations, reconstruction, replacement, renovation or repair, reciprocal easements, respectively benefiting and burdening each such Unit or Common Element, shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any partial or total destruction.
- b. <u>Maintenance and Utilities</u>. Perpetual easements shall also exist and are hereby granted to, through, over, under and across the Condominium Premises, including all Units and interior walls, (a) in favor of the Developer, the Association and all Co-Owners

for the maintenance and repair (including replacement) of Common Elements and Units, and (b) in favor of the various utility companies providing service and the Township, as may be reasonable for the installation and continuing maintenance and repair (including replacement) of all utilities in the Condominium Project, including, but not necessarily limited to, light, heat, power, sewer, water, security system, cable TV system, storm water discharge and detention and communications, which utilities are sometimes collectively referred to in this Article VII as "utilities" or "utility services." These easements include, without limitation, the right to obtain access to Common Elements located within any Unit or its appurtenant Limited Common Elements, during reasonable hours and upon reasonable notice, except in cases of emergency where no prior notice is required.

c. <u>Structural Support</u>. Every portion of a Unit that contributes to the structural support of a building shall be burdened with an easement of structural support for the benefit of the Common Elements.

#### 8.2 Easements Retained by Developer.

- a. Roadway Easements. In addition to all other rights reserved to it hereunder, the Developer, its successors and assigns, hereby reserves for the benefit of itself, its agents, employees, guests, invitees, independent contractors, successors and assigns, a perpetual, non- exclusive easement for the unrestricted use of all road and walkways now or hereafter located in the Condominium Project for the purpose of: (i) ingress to and egress from all or any portion of: the Condominium Premises, including any property hereafter contracted out of the Condominium; the Contraction Property, as defined herein, whether or not it is removed from the Condominium Project; any other land adjacent to or in the vicinity of the Condominium Project now owned or hereafter acquired by the Developer; complying with any governmental regulation, or installing and servicing the roads, utility drains as shown on the Condominium Subdivision Plan attached hereto as Exhibit B; or for any other lawful purpose, including installation of utilities.
- b. <u>Use of Facilities</u>. The Developer, and its duly authorized agents, representatives and employees, may maintain offices, model Units and other facilities on the Condominium Premises and engage in any acts reasonably necessary to facilitate the construction and sale of Units in the Condominium Project. In connection therewith, the Developer shall have full and free access to all Common Elements and unsold Units.
- c. Repair and Replacement. The Developer retains for the benefit of itself and to all assigns or designated representatives and any utility company and the Township, and to the burden of the Condominium Premises, the right to enter the Condominium Project for the purpose of exercising any of the Developer's rights described herein, including the right to and do all the things necessary to install, maintain, repair, replace or inspect facilities within the purview of their responsibilities. Such right shall include the right granted to the Township to maintain, repair, replace or inspect any Common Elements or Limited Common Elements that are the responsibility of the Developer or the Association under the Condominium Documents in the event, in the reasonable

opinion of the Township, such responsibility is not being maintained by the Developer or the Association and is causing a potential threat to the health, welfare or safety of the public or the Members. No actions taken by the Township shall in any respect be deemed to create any obligation or liability for the Limited Common Elements or Common Elements. The Association shall be deemed to hold the Township harmless from any and all liabilities, claims, costs, or expenses that may arise as a result of claims filed against the Township by third parties which result specifically from the failure of the Developer or Association to repair, maintain or replace any Limited Common Elements or Common Elements. In the event the Township takes any action under this section to repair, maintain or replace any Limited Common Elements or Common Elements, the Association shall reimburse the Township for all costs thereof within fifteen (15) days of billing or the same shall become a lien upon the Condominium Premises.

- d. <u>Hook-Up of Utilities</u>. The Developer reserves for the benefit of itself, its agents, employees, independent contractors, successors and assigns, and hereby grants for the benefit of any appropriate utility company and the Township, perpetual easements to enter upon and across the Condominium Premises and lay pipes and cables and do all other things reasonably necessary to utilize, tap and tie into, and to construct, extend and enlarge, all utility services or systems now or hereafter located on the Real Property described in Article II hereof, or as indicated on Exhibit B to this master Deed, to service all or any portion of the condominium project or other property outside the Condominium Project.
- e. Future Utility Easements. The Developer further reserves the right at any time to grant easements for utilities over, under and across the Common Elements to (i) appropriate governmental agencies, including the Township\_or public utility companies, (ii) any property hereafter contracted out of the Condominium, the Contraction Property, or any other land adjacent to or in the vicinity of the Condominium Project now owned or hereinafter acquired by Developer, and to transfer title to utilities to governmental agencies or to utility companies, provided such easements do not disturb, or interfere with the use of, any Unit. Any such easement or transfer of title may be made by the Developer without the consent of any Co-owner, Mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to the Plan, which amendment shall be recorded in the Livingston County Records. All of the Co-owners and Mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed as may be required to effectuate the foregoing grant of easement or transfer of title.
- f. Future Easements, Licenses and Rights-of-Way. With the prior written consent of the Developer, the Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of entry and rights-of- way over, under and across the Common Elements of the Condominium for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium. The Association shall not grant any such right that materially adversely affects any Co-owner without the consent of such Co-owner.

g. <u>Modification of Easements</u>. No easements or right established pursuant to this Article may be modified or terminated, nor may any of the obligations relating thereto be varied, except as provided in the separate instrument creating such easement or right or, if no such separate instrument exists, without the consent of the Developer, the Association, and each Co-owner and Mortgagee benefiting from such easement or right.

#### 8.3 Reserved Easements.

- a. Dedication of Right-of-Way. The Developer reserves the right, at any time during the Development and Sales Period, to dedicate to the public a right-of-way of such width as may be required by the local public authority over any or all of the roadways in the Condominium Project, shown as General Common Elements in the Condominium Subdivision Plan. Such dedication shall also include all gas and water lines, and all streetlights, located within the right-of-way. To facilitate the public right-of-way, parking shall be prohibited on all of the roadways in the Condominium Project at all times. Any and all retaining walls that are located within the right-of-way shall remain General Common Elements and shall be maintained as required pursuant to Article V hereof. In the event any roadway within the Condominium Project is dedicated to and accepted by the Township, not only shall any and all retaining walls within such road right of way remain general common elements, it is especially understood that the Township will be indemnified and held harmless from any and all responsibility or liability for costs of any kind however incurred, related to these retaining walls. Under no circumstances shall the Township have any obligation to repair, maintain, or replace any portion of any retaining walls within the condominium premises. Any and all costs, responsibilities or liabilities in any way related to or incurred as a result of the retaining walls shall be the clear and express responsibility of the Association and the co-owners. Under no circumstances will the Township have any liability or responsibility to the Association or any individual co- owner, their guests, invitees, or family members.
- b. <u>Dedication of Certain Utilities</u>. The Developer or the Association as the case may be shall dedicate to the public all such sanitary sewer and water mains or storm drainage system that are within the road right of way and that are not defined as general common elements herein. The sanitary sewer system shall include the sanitary lift and pumping station.
- c. Storm Sewer and Detention Basin Easement. The Developer reserves the right, at any time during the Development and Sales Period, to grant easements to the Township for the maintenance, inspection, testing and repair of the storm sewer system and detention basin constituting General Common Elements and located within and serving the Condominium Project. The Association shall be responsible for repair and maintenance of the storm sewer and detention basin. In the event the Association fails to properly maintain or repair those portions of the sanitary sewer, water system, the storm sewer and detention basin that are identified as general common elements, the Township shall have the right, but not the responsibility, to enter onto the Condominium Premises and conduct needed repairs and/or maintenance. In such event, the Association shall be responsible for reimbursing the Township for the costs and expenses incurred in connection with such maintenance and repair, which costs and expenses shall be assessed to all Co-Owners according to their Percentages of

Value. In the event the Association fails to properly maintain or repair, or fails to properly reimburse the Township as provided herein, the Township shall assess all coowners for such costs plus a 25% administrative fee which shall be assessed and billed on the next property tax bill for each such co-owner according to their respective percentages of value and become a lien upon their property accordingly.

- d. <u>Agreement with Livingston County Drain Commission</u>. The Condominium Project shall be subject to the terms and conditions of an agreement between the Developer and the Livingston County Drain Commission relating to the road crossing on the right-of-way of Livingston No. 13 Drain located on the Condominium Premises.
- e. <u>Emergency Vehicle and Public Services Access Easement</u>. There shall exist for the benefit of the Township, any emergency service agency and the United States Postal Service ("USPS"), an easement over all roads in the Condominium for use by the Township service providers, USPS, garbage collection and/or emergency vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services and other lawful governmental or private emergency services to the Condominium Project and Coowners thereof.
- f. Termination of Easements. Developer reserves the right with the prior approval of the Township to terminate and revoke any utility or other easement granted in this Master Deed at such time as the particular easement has become unnecessary. No easement for a utility may be terminated or revoked unless and until all Units served by it are adequately served by an appropriate substitute or replacement utility on a shared-maintenance basis. Any termination or revocation of any such easement shall be effected by the recordation of an appropriate amendment to this Master Deed in accordance with the requirements of the Act.

#### Section 9. AMENDMENT, TERMINATION, AND WITHDRAWAL

- **9.1 Preconveyance Amendments.** If there is no Owner other than Developer, Developer may unilaterally amend the Condominium Documents or, with the consent of any interested mortgagee, unilaterally terminate the Project. All documents reflecting an amendment to the Master Deed or the Condominium Bylaws or a termination of the Project shall be recorded in the Livingston County register of deeds office.
- **9.2 Postconveyance Amendments.** If there is an Owner other than Developer, the recordable Condominium Documents may be amended for a proper purpose as follows:
  - a. Nonmaterial Changes. An amendment may be made without the consent of any Owner or mortgagee if the amendment does not materially alter or change the rights of any Owner or mortgagee of a Unit in the Project, including, but not limited to, (i) amendments to modify the types and sizes of unsold Condominium Units and their appurtenant Limited Common Elements; (ii) amendments correcting survey or other errors in the Condominium Documents; or (iii) amendments to facilitate conventional mortgage loan financing for existing or prospective Owners and enable the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, or any other agency of the federal government or the state of Michigan.

- b. Material Changes. An amendment may be made even if it will materially alter or change the rights of the Owners with the consent of not less than two-thirds of the Owners and, to the extent required by law, mortgagees. However, an Owner's Unit dimensions or Limited Common Elements may not be modified without that Owner's consent nor may the method or formula used to determine the percentage of value of Units in the Project for other than voting purposes be modified without the consent of each affected Owner and mortgagee. Rights reserved by Developer, including without limitation rights to amend for purposes of contraction or modification of units, shall not be amended without the written consent of Developer as long as Developer or its successors continue to own and to offer for sale any Unit in the Project.
- c. Compliance with Law. Amendments may be made by Developer without the consent of Owners and mortgagees, even if the amendment will materially alter or change the rights of Owners and mortgagees, to achieve compliance with the Act, administrative rules, or orders adopted by the courts pursuant to the Act or with other federal, state, or local laws, ordinances, or regulations affecting the Project.
- d. Reserved Developer Rights. Developer may also unilaterally make a material amendment without the consent of any Owner or mortgagee for the specific purposes reserved by Developer in this Master Deed. During the Development and Sales Period, this Master Deed and forms A and B shall not be amended nor shall provisions be modified in any way without the written consent of Developer or its successors or assigns.
- e. **Costs of Amendments.** 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 on a vote of the Owners, the costs of which are expenses of administration. The Owners shall be notified of proposed amendments under this section not less than 10 days before the amendment is recorded.
- **9.3 Project Termination.** If there is an Owner other than Developer, the Project may be terminated only with consent of Developer and not less than 80 percent of the Owners and mortgagees, in the following manner:
  - a. **Termination Agreement.** Agreement of the required number of Owners and mortgagees to termination of the Project shall be evidenced by the Owners' execution of a Termination Agreement, and the termination shall become effective only when the Agreement has been recorded in the Livingston County register of deeds office.
  - b. **Real Property Ownership.** On recordation of a document terminating the Project, the property constituting the Condominium shall be owned by the 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 Owner and their heirs, successors, or assigns shall have an exclusive right of occupancy of that portion of the property that formerly constituted their Condominium Unit.
  - c. Association Assets. On recordation of a document terminating the Project, any rights the Owners may have to the net assets of the Association shall be in proportion to their respective undivided interests in the Common Elements immediately before recordation, except that common profits (if any) shall be distributed in accordance with the Condominium Documents and the Act.
  - d. **Notice to Interested Parties.** Notification of termination by first-class mail shall be made to all parties interested in the Project, including escrow agents, land contract vendors, creditors, lienholders, and prospective purchasers who have deposited funds.

#### 9.4 Withdrawal of Property.

- a. Withdrawal by Developer. Notwithstanding anything in this Master Deed to the contrary, if Developer has not completed development and construction of the Units or improvements in the Project that are identified as "need not be built" during a period ending 10 years after the date of commencement of construction by Developer of the Project, Developer has the right to withdraw from the Project all undeveloped portions of the Project not identified as "must be built" without the prior consent of any Owners, mortgagees of Units in the Project, or any other person having an interest in the Project. If this Master Deed contains provisions permitting the expansion, contraction, or rights of convertibility of Units or Common Elements in the Project. the time period is the greater of (i) the 10-year period set forth above or (ii) 6 years after the date Developer exercised its rights regarding either expansion, contraction, or rights of convertibility, whichever right was exercised last. The undeveloped portions of the Project withdrawn shall also automatically be granted easements for utility and access purposes through the Project for the benefit of the undeveloped portions of the Project, subject to the payment of a reasonable pro rata share of the costs of maintaining the easements.
- b. Withdrawal by Association. If Developer does not withdraw the undeveloped portions of the Project from the Project or convert the undeveloped portions of the Project to "must be built" before the time periods set forth in section 10.4(a) expire, the Association, by an affirmative two-thirds majority vote of Owners in good standing, may declare that the undeveloped land shall revert to the general common elements and all rights to construct Units on the undeveloped land shall cease. When such a declaration is made, the Association shall provide written notice of the declaration to Developer or its successor by first-class mail at its last known address. Within 60 days after receipt of the notice, Developer or its successor may withdraw the undeveloped land or convert the undeveloped condominium units to "must be built." However, if the undeveloped land is not withdrawn or the undeveloped Condominium Units are not converted within 60 days, the Association may file the notice of the declaration with the register of deeds. The declaration takes effect on recording by the register of deeds. The Association shall also file notice of the declaration with the local supervisor or assessing officer.

#### Section 10. ASSIGNMENT OF DEVELOPER RIGHTS

Developer may assign any or all of the rights and powers granted to or reserved by Developer in the Condominium Documents or by law, including without limitation the power to approve or to disapprove any act, use, or proposed action, to any other entity or person, including the Association. Any such assignment or transfer shall be made by an appropriate document in writing and shall be duly recorded in the Livingston County register of deeds office.

This Master Deed has been signed by Developer and shall be effective as of the date stated on page 1.

Countyard of Hartland, LLC Khurram M. Baig Its: Owner

STATE OF MICHIGAN
LIVINGSTON COUNTY

Acknowledged before me in Livingston County, Michigan on 72425 [date], by

Khuran Meuro [name of acknowledging partner or agent], \_\_\_\_\_\_ [partner / agent] on behalf of \_\_\_\_\_\_ [name of partnership], a partnership.

[Notary public's name, as it appears on application for commission]

Notary public, State of Michigan, County of Livingston.

My commission expires 10/16/28 [date].

[Signature line]

Nicole Powers

NOTARY PUBLIC - STATE OF MICHIGAN

COUNTY OF LIVINGSTON

My Commission Expires October 16, 2028

Acting in the County of Livingston

# EXHIBIT A CONDOMINIUM BYLAWS

## COURTYARDS OF HARTLAND CONDOMINIUM ASSOCIATION

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#### **CONDOMINIUM BYLAWS**

#### HARTLAND SENIOR COMMUNITY SITE CONDOMINIUM ASSOCIATION

#### Section 1. ASSOCIATION OF OWNERS

- 1.1 Organization. The Courtyards of Hartland is a residential site condominium project located in Hartland, Livingston County, Michigan, being developed in a single phase to comprise a maximum of thirty-two (32) building sites. On the recording of the Master Deed, the management, maintenance, operation, and administration of the Project shall be vested in an Association of Owners organized as a nonprofit corporation under the laws of the state of Michigan. The Association will keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Project available at reasonable hours for inspection by Owners, prospective buyers, mortgagees, and prospective mortgagees of Units in the Project.
- **1.2 Compliance.** All present and future Owners, mortgagees, lessees, or other persons who may use the facilities of the Condominium in any manner shall be subject to and comply with the provisions of the Act, the Master Deed and any amendments, the Condominium Bylaws, the Association's Articles of Incorporation, the Association Bylaws, and other Condominium Documents that pertain to the use and operation of the Project. The acceptance of a deed of conveyance, the entering into of a lease, or the act of occupying a Condominium Unit in the Project shall constitute an acceptance of the terms of the Condominium Documents and an agreement to comply with their provisions.

#### Section 2. MEMBERSHIP AND VOTING

- **2.1 Membership.** Each Owner of a Unit in the Project shall be a member of the Association during the period of ownership, and no other person or entity will be entitled to membership. The share of a member in the funds and assets of the Association may be assigned, pledged, or transferred only as an appurtenance to a Unit.
- **2.2 Voting Rights.** Each Owner will be entitled to one vote for each Unit owned when voting by number and one vote, the value of which shall equal the total of the percentages assigned to the Unit or Units owned, when voting by value. Voting shall be by number except when the Master Deed or Bylaws specifically require voting to be by number and value, and no cumulation of votes shall be permitted.
- **2.3 Eligibility to Vote.** No Owner other than Developer will be entitled to vote at any meeting of the Association until the Owner has presented written evidence of ownership of a Unit in the Project, nor shall the Owner be entitled to vote (except for elections pursuant to section 3.4) before the Initial Meeting of Members. An Owner shall be permitted to vote only if the Owner is not in default in payment of assessments levied against the Owner's unit. Developer shall be entitled to vote only those Units to which Developer still holds title.
- 2.4 Designation of Voting Representative. The person entitled to cast the vote for each Unit and to receive all notices and other communications from the Association shall be designated by a

certificate signed by all the record owners of a Unit and filed with the secretary of the Association. The certificate shall state the name and address of the individual representative designated; the number of the Unit owned; and the name and address of the person or persons, firm, corporation, partnership, association, trust, or other legal entity who is the Unit Owner. All certificates shall be valid until revoked, until superseded by a subsequent certificate, or until a change has occurred in the ownership of the Unit.

- **2.5 Proxies.** Votes may be cast in person or by proxy. Proxies may be made by any designated voting representative who is unable to attend the meeting in person. Proxies will be valid only for the particular meeting designated and any adjournment and must be filed with the Association before the appointed time of the meeting.
- **2.6 Majority.** At any meeting of members at which a quorum is present, 51 percent of the Owners entitled to vote and present in person or by proxy (or written vote, if applicable) shall constitute a majority for the approval of the matters presented to the meeting, except when these Bylaws, the Master Deed, or law require a majority exceeding a simple majority.

#### **Section 3. MEETINGS AND QUORUM**

- 3.1 Initial Meeting of Members. The initial meeting of the members of the Association may be convened only by Developer and may be called at any time after two or more of the Units in Phase I of the Project have been sold and the buyers qualified as members of the Association. In no event, however, shall the initial meeting be called later than (a) 120 days after the conveyance of legal or equitable title to nondeveloper Owners of 75 percent of the total number of Units that may be created in the Project or (b) 54 months after the first conveyance of legal or equitable title to a nondeveloper Owner of a Unit, whichever first occurs, at which meeting the eligible Owners may vote for the election of directors of the Association. The maximum number of Units that may be added to the Project under section 6 of the Master Deed shall be included in the calculation of the number of Units that may be created. Developer may call meetings of members of the Association for informational or other appropriate purposes before the initial meeting, but no such informational meeting shall be construed as the initial meeting of members.
- **3.2** Annual Meeting of Members. After the initial meeting has occurred, annual meetings of the members shall be held each year on a date and at a time and place selected by the Board of Directors. At least 20 days before the date of an annual meeting, written notice of the date, time, place, and purpose of the meeting shall be mailed or delivered to each member entitled to vote at the meeting; but no less than 30 days written notice shall be provided to each member of any proposed amendment to these Bylaws or to other recorded Condominium Documents.
- **3.3 Advisory Committee.** Within one year after the initial conveyance by Developer of legal or equitable title to an Owner of a Unit in the Project or within 120 days after conveyance of one-third of the total number of Units that may be created in the Project, whichever first occurs, Developer shall select two or more persons from the nondeveloper Owners to serve as an advisory committee to the Board of Directors (the Advisory Committee). The purpose of the Advisory Committee is to facilitate communication between Developer-appointed Board of Directors and the nondeveloper Owners and to aid in the ultimate transition of control to the Owners. The

members of the Advisory Committee shall serve for one year or until their successors are selected, and the Committee shall automatically cease to exist at the Transitional Control Date. The Board of Directors and the Advisory Committee shall meet with each other at the request of the Advisory Committee, but there shall be not more than two such meetings each year unless both parties agree.

- **3.4 Board Composition.** Not later than 120 days after conveyance of legal or equitable title to nondeveloper Owners of 25 percent of the Units that may be created in the Project, at least one director and not less than one-fourth of the Board of Directors of the Association shall be elected by nondeveloper Owners. Not later than 120 days after conveyance of legal or equitable title to nondeveloper Owners of 50 percent of the Units that may be created in the Project, not less than one-third of the Board of Directors shall be elected by nondeveloper Owners. Not later than 120 days after conveyance of legal or equitable title to nondeveloper Owners of 75 percent of the Units that may be created in the Project and before conveyance of 90 percent of those Units, the nondeveloper Owners shall elect all directors on the board except that Developer shall have the right to designate at least one director as long as Developer owns and offers for sale at least 10 percent of the Units in the Project or as long as 10 percent of the Units remain that may be created.
- 3.5 Owner Control. If 75 percent of the Units that may be created in the Project have not been conveyed within 54 months after the first conveyance of legal or equitable title to a nondeveloper Owner, the nondeveloper Owners shall have the right to elect the percentage of members of the Board of Directors of the Association equal to the percentage of Units they hold, and Developer will have the right to elect the percentage of members of the board equal to the percentage of Units that are owned by Developer and for which all assessments are payable by Developer. This election may increase, but shall not reduce, the minimum election and designation rights of directors otherwise established in section 3.4. Application of this provision does not require a change in the size of the board as designated in the Association bylaws.
- 3.6 Mathematical Calculations. If the calculation of the percentage of members of the board that the nondeveloper Owners have a right to elect or the product of the number of members of the board multiplied by the percentage of Units held by the nondeveloper Owners results in a right of nondeveloper Owners to elect a fractional number of members of the board, a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number. After application of this formula, Developer shall have the right to elect the remaining members of the board. Application of this provision shall not eliminate the right of Developer to designate at least one member as provided in section 3.4.
- 3.7 Quorum of Members. The presence in person or by proxy of 35 percent of the Owners entitled to vote shall constitute a quorum of members. The written vote of an Owner properly furnished at or before a meeting at which the Owner is not present in person or by proxy shall be counted in determining the presence of a quorum regarding the question on which the vote is cast.

#### **Section 4. ADMINISTRATION**

**4.1 Board of Directors.** The business, property, and affairs of the Association shall be managed by a board of directors (the Board of Directors) to be elected in the manner described in these Bylaws. The directors designated in the Articles of Incorporation shall serve until their successors

have been duly elected and qualified at the initial meeting of members. All actions of the first Board of Directors designated in the Articles of Incorporation or any successors to the directors selected by Developer before the initial meeting of members shall be binding on the Association as though the actions had been authorized by a Board of Directors elected by the members of the Association as long as the actions are within the scope of the powers and duties that a Board of Directors may exercise under the Condominium Documents. A service contract or management agreement entered into between the Association and Developer or affiliates of Developer shall be voidable without cause by the Board of Directors on the Transitional Control Date or within 90 days after the initial meeting has been held and on 30 days' notice at any time for cause.

- **4.2 Powers and Duties.** The Board shall have all powers and duties necessary to administer the affairs of the Association and may take all actions in support of the administration that are not prohibited by the Condominium Documents or specifically reserved to the members, including the following:
  - a. care, upkeep, and maintenance of the Common Elements
  - b. development of an annual budget and the determination, levy, and collection of assessments required for the operation and affairs of the Condominium
  - c. employment and dismissal of contractors and personnel as necessary for the efficient management and operation of the Condominium Property
  - d. adoption and amendment of rules and regulations governing the use of the Condominium Property not inconsistent with these Bylaws
  - e. opening bank accounts, borrowing money, and issuing evidences of indebtedness in furtherance of the purposes of the Association and designating signatories required for those purposes
  - f. obtaining insurance for the Common Elements, the premiums of which shall be an expense of administration
  - g. granting licenses for the use of the Common Elements for purposes not inconsistent with the provisions of the Act or of the Condominium Documents
  - h. authorizing the execution of contracts, deeds of conveyance, easements, and rights-of-way affecting any real or personal property of the Condominium on behalf of the Owners
  - i. making repairs, additions, and improvements to or alterations of the Common Elements and repairs to and restoration of the Common Elements after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings
  - j. asserting, defending, or settling claims on behalf of all Owners in connection with the Common Elements of the Project and, on written notice to all Owners, instituting actions on behalf of and against the Owners in the name of the Association
  - k. further duties as may be imposed by resolution of the members of the Association or that may be required by the Condominium Documents or the Act
- **4.3 Books of Account.** The Association shall keep books and records containing a detailed account of the expenditures and receipts of administration, which will specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and its members. The accounts shall be open for inspection by the Owners and their mortgagees during reasonable hours. The Association shall also prepare and distribute a financial statement to each Owner at least once a year, the contents of which will be defined by the

Association. The books and records shall be reviewed annually and audited at times required by the Board of Directors by qualified independent accountants (who need not be certified public accountants), and the cost of the review or audit shall be an expense of administration.

- **4.4 Maintenance, Repair, and Replacement.** The responsibility for maintenance, repair, and replacement of Units and Common Elements (other than following casualty damage, which is described in section 6.3 of the Bylaws) is as follows:
  - a. All maintenance, repair, and replacement of the structures and other improvements located within a Unit or Limited Common Elements that are the responsibility of the Owner of a Unit as set forth in the Master Deed shall be made by the Owner of the Unit. Each Owner shall be responsible for all damages to the Common Elements resulting from the repairs or from any failure of the Owner to perform maintenance and repairs to a Unit.
  - b. All maintenance, repair, and replacement of the General Common Elements, whether located inside or outside the Units, and of Limited Common Elements to the extent required by the Master Deed shall be made by the Association and shall be charged to all the Owners as a common expense unless necessitated by the negligence, misuse, or neglect of a particular Owner, in which case the expense shall be charged to the responsible Owner. The Association or its agent shall have access to each Unit (but not to the interior of any residence or garage within a Unit) from time to time during reasonable hours, on notice to the occupant, to maintain, repair, or replace any of the Common Elements located within or accessible only from a Unit that are the responsibility of the Association. The Association or its agents shall also have access to each Unit at all times without notice for making emergency repairs necessary to prevent damage to other Units or the Common Elements.
- **4.5 Reserve Fund.** The Association shall maintain a reserve fund to be used for major repairs and replacement of the Common Elements, as provided by MCL 559.205. The fund shall be established in the minimum amount required on or before the Transitional Control Date and shall, to the extent possible, be maintained at a level that is equal to or greater than 10 percent of the then current annual budget of the Association on a noncumulative basis. The minimum reserve standard required by this section may prove to be inadequate, and the Board should carefully analyze the Project from time to time to determine if a greater amount should be set aside or if additional reserve funds should be established for other purposes.
- **4.6 Construction Liens.** A construction lien arising as a result of work performed on a Unit or on an appurtenant Limited Common Element shall attach only to the Unit on which the work was performed, and a lien for work authorized by Developer or the principal contractor shall attach only to Condominium Units owned by Developer at the time of recording the lien. A construction lien for work authorized by the Association shall attach to each Unit only to the proportionate extent that the Owner of the Unit is required to contribute to the expenses of administration. No construction lien shall arise or attach to a Condominium Unit for work performed on the General Common Elements not contracted for by the Association or Developer.
- 4.7 Managing Agent. The Board may employ a management company or managing agent at a compensation established by the Board to perform the duties and services as the Board shall

authorize, including, but not limited to, the powers and duties described in section 4.2. Developer or any person or entity related to Developer may serve as managing agent, but any compensation paid to Developer shall be at competitive rates.

- **4.8 Officers.** The Association Bylaws shall provide for the designation, number, terms of office, qualifications, manner of election, duties, removal, and replacement of officers of the Association and may contain any other provisions pertinent to officers of the Association not inconsistent with these Bylaws. Officers may be compensated, but only on the affirmative vote of 67 percent or more of all Owners.
- **4.9 Indemnification.** All directors and officers of the Association shall be entitled to indemnification against costs and expenses incurred as a result of actions (other than willful or wanton misconduct or gross negligence) taken or failed to be taken on behalf of the Association on 10 days notice to all Owners in the manner and to the extent provided by the Association Bylaws. If no judicial determination on indemnification has been made, an opinion of independent counsel on the propriety of indemnification shall be obtained if a majority of Owners vote to procure such an opinion.

#### Section 5. ASSESSMENTS

- 5.1 Administrative Expenses. The Association shall be assessed as the entity in possession of any tangible personal property of the Condominium owned or possessed in common, and personal property taxes levied on such property shall be treated as expenses of administration. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Project shall be expenses of administration, and all sums received as proceeds of or pursuant to any policy of insurance covering the interests of the Owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Common Elements shall be receipts of administration.
- **5.2 Determination of Assessments.** Assessments will be determined in accordance with the following provisions:
  - a. **Initial Budget.** The Board of Directors of the Association shall establish an initial budget in advance for each fiscal year that will project all expenses for the coming year that may be required for the proper operation, management, and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. The annual assessment to be levied against each Unit in the Project shall then be determined on the basis of the budget. Copies of the budget shall be delivered to each Owner, although the failure to deliver a copy to each Owner will not affect or in any way diminish the liability of an Owner for any existing or future assessment.
  - b. **Budget Adjustments.** If the Board of Directors determines at any time, in its sole discretion, that the initial assessments levied are insufficient (i) to pay the costs of operation and maintenance of the Common Elements, (ii) to provide for the replacement of existing Common Elements, (iii) to provide for additions to the Common Elements not exceeding \$5,000 annually, or (iv) to respond to an emergency or unforeseen development, the Board

- is authorized to increase the initial assessment or to levy any additional assessments it deems necessary for such purposes. The discretionary authority of the Board of Directors to levy additional assessments will rest solely with the Board of Directors for the benefit of the Association and its members and may not be attached by or subject to specific performance by any creditors of the Association.
- c. Special Assessments. The Board of Directors may make special assessments in excess of those permitted by subsections (a) and (b) from time to time following the approval of the Owners as provided in this subsection to meet other needs or requirements of the Association, including but not limited to (i) assessments for additions to the Common Elements costing more than \$5,000 in any year, (ii) assessments to purchase a Unit on foreclosure of the lien described in section 5.5, or (iii) assessments for any other appropriate purpose not specifically described. Special assessments referred to in this subsection (but not those assessments referred to in subsections (a) and (b), which will be levied in the sole discretion of the Board of Directors) will not be levied without the prior approval of 67 percent or more (in number and in value) of all Owners. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and its members and may not be attached by or subject to specific performance by any creditors of the Association.
- 5.3 Apportionment of Assessments. All assessments levied against the Unit Owners to cover expenses of administration shall be apportioned among and paid by the Owners in accordance with the Percentage of Value allocated to each Unit in the Master Deed and any other assessment provisions in the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Unless the Board elects some other periodic payment schedule, annual assessments will be payable by Owners in 4 equal quarterly installments, commencing with the acceptance of a deed to or a land contract vendee's interest in a Unit or with the acquisition of title to a Unit by any other means. The payment of an assessment will be in default if the assessment, or any part, is not received by the Association in full on or before the due date for the payment established by rule or regulation of the Association. However, the Board of Directors, including the first Board of Directors appointed by Developer, may relieve a Unit Owner who has not constructed a residence within a Unit from payment, for a limited period of time, of all or some portion of the assessment for the Unit's respective allocable share of the Association budget. The purpose of this provision is to provide fair and reasonable relief from Association assessments for nonresident Owners until those Owners begin to use the Common Elements regularly.
- **5.4 Expenses of Administration.** The expenses of administration shall consist, among other things, of the amounts the Board deems proper to operate and maintain the Condominium property under the powers and duties delegated to it and may include, without limitation, amounts to be set aside for working capital of the Condominium, for a general operating reserve, for a reserve for replacement, and for meeting any deficit in the common expense for any prior year. Any reserves established by the Board before the initial meeting of members shall be subject to approval by the members at the initial meeting. The Board shall advise each Owner in writing of the amount of common charges payable by the Owner and shall furnish copies of each budget containing common charges to all Owners.

- **5.5 Collection of Assessments.** Each Owner shall be obligated for the payment of all assessments levied on the Owner's Unit while that person is the Owner of the Unit, and no Owner may become exempt from liability for the Owner's contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of a Unit.
  - a. Legal Remedies. In the event of default by any Owner in paying the assessed common charges, the Board may declare all unpaid installments of the annual assessment for the pertinent fiscal year to be immediately due and payable. In addition, the Board may impose reasonable fines or charge interest at the legal rate on assessments from and after the due date. Unpaid assessments, together with interest on the unpaid assessments, collection and late charges, advances made by the Association for taxes or other liens to protect its lien, attorney fees, and fines in accordance with the Condominium Documents, shall constitute a lien on the Unit prior to all other liens except tax liens in favor of any state or federal taxing authority and sums unpaid on a mortgage of record recorded before the recording of any notice of lien by the Association. The Association may enforce the collection of all sums due by suit at law for a money judgment or by foreclosure of the liens securing payment as provided by MCL 559.208. In a foreclosure proceeding, whether by advertisement or by judicial action, the Owner or anyone claiming under the Owner shall be liable for assessments charged against the Unit that become due before the redemption period expires, together with interest, advances made by the Association for taxes or other liens to protect its lien, costs, and reasonable attorney fees incurred in their collection.
  - b. Sale of Unit. On the sale or conveyance of a Unit, all unpaid assessments against the Unit shall be paid out of the sale price by the buyer in preference over any other assessment or charge except as otherwise provided by the Condominium Documents or by the Act. A buyer or grantee may request a written statement from the Association for the amount of unpaid assessments levied against the Unit being sold or conveyed, and the buyer or grantee shall not be liable for, nor shall the Unit sold or conveyed be subject to, a lien for any unpaid assessments in excess of the amount stated in a written response from the Association. However, unless the buyer or grantee requests a written statement from the Association at least five days before the sale as provided in the Act, the buyer or grantee shall be liable for any unpaid assessments against the Unit together with interest, late charges, fines, costs, and attorney fees.
  - c. **Self-Help.** The Association may enter the Common Elements, Limited or General, to remove and abate any condition constituting a violation or may discontinue the furnishing of services to an Owner in default under any of the provisions of the Condominium Documents on seven days' written notice to the Owner of the Association's intent to do so. An Owner in default shall not be entitled to use any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association as long as the default continues, but this provision shall not operate to deprive any Owner of ingress and egress to and from the Owner's Unit.
  - d. Application of Payments. Money received by the Association in payment of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorney fees; second, to any interest charges and fines for late payment on the assessments; and third, to installments of assessments in default in order of their due dates.

**5.6 Financial Responsibility of Developer.** The responsibility of Developer for assessments is as follows:

- a. **Preturnover Expenses.** Before the Transitional Control Date, it will be Developer's responsibility to keep the books balanced and to avoid any continuing deficit in operating expenses, but Developer shall not be responsible for the payment of general or special assessments. At the time of the initial meeting, Developer will be liable for the funding of any continuing deficit of the Association that was incurred before the Transitional Control Date.
- b. **Postturnover Expenses.** After the Transitional Control Date and continuing for any remaining Development and Sales Period, Developer shall not be responsible for the payment of either general or special assessments levied by the Association on Units owned by Developer until construction of a building on a Unit is commenced.
- c. **Exempted Transactions.** Under no circumstances will Developer be responsible for the payment of any portion of any assessment that is levied for deferred maintenance, reserves for replacement, capital improvements, or additions or to finance litigation or other claims against Developer.

#### Section 6. TAXES, INSURANCE, AND REPAIR

- **6.1 Real Property Taxes.** Real property taxes and assessments shall be levied against the individual Units and not against the Property of the Project or any phase of the Project, except for the calendar year in which the Project or phase is established. Taxes and assessments that become a lien against the Property in the year in which the Project was established shall be expenses of administration and shall be assessed against the Units located on the land with respect to which the tax or assessment was levied in proportion to the Percentage of Value assigned to each Unit. Real property taxes and assessments levied in any year in which a vacation of the Project occurs shall be assessed only against the individual Units. For tax and special assessment purposes, no Unit shall be combined with any other Unit or Units, and no assessment of any fraction of a Unit or combination of any Unit with other whole or partial Units shall be made, nor shall any division or split of the assessment or taxes of a single Unit be made, whether the Unit is owned by an individual or multiple Owners. Taxes for real property improvements made to or within a specific Unit shall be assessed against that Unit only, and each Unit shall be treated as a separate, single parcel of real property for purposes of property taxes and special assessments.
- **6.2 Insurance Coverage.** The Association shall be appointed as attorney-in-fact for each Owner to act on insurance matters and shall be required to obtain and maintain, to the extent applicable, casualty insurance with extended coverage, vandalism, and malicious mischief endorsements; liability insurance (including director's and officer's liability coverage if deemed advisable); and worker's compensation insurance pertinent to the ownership, use, and maintenance of the Common Elements of the Project. All insurance shall be purchased by the Board of Directors for the benefit of the Association, the Owners, the mortgagees, and Developer as their interests may appear. The insurance, other than title insurance, shall be carried and administered according to the following provisions:

- a. Owner Responsibilities. Each Owner will be responsible for obtaining casualty insurance coverage at the Owner's expense regarding the residence and all other improvements constructed or located within the perimeters of the Owner's Unit and for the Limited Common Elements appurtenant to the Owner's Unit. It shall also be each Owner's responsibility to obtain insurance coverage for the Owner's personal property within the Owner's Unit or elsewhere on the Condominium, for personal liability for occurrences within the Owner's Unit or on the Limited Common Elements appurtenant to the Owner's Unit, and for alternative living expenses in the event of fire or other casualty causing temporary loss of the Owner's residence. All insurance carried by the Association or any Owner shall contain provisions permitting the waiver of the right of subrogation for any claims against any Owner or the Association for insured losses.
- b. Common Element Insurance. The General Common Elements of the Project shall be insured by the Association against casualties covered by a standard extended coverage endorsement, to the extent deemed applicable and appropriate, in an amount to be determined annually by the Board of Directors. The Association shall not be responsible for maintaining insurance regarding the Limited Common Elements, the Units themselves, or any improvements located within the Units.
- c. **Fidelity Insurance.** The Association may obtain, if desired, fidelity coverage to protect against dishonest acts by its officers, directors, employees, and all others who are responsible for handling funds of the Association.
- d. **Power of Attorney.** The Board of Directors is irrevocably appointed as the agent for each Owner, each mortgagee, other named insureds and their beneficiaries, and any other holder of a lien or another interest in the Condominium or the Property to adjust and settle all claims arising under insurance policies purchased by the Board and to execute and deliver releases on the payment of claims.
- e. **Indemnification.** Each individual Owner shall indemnify and hold harmless every other Owner, Developer, and the Association for all damages, costs, and judgments, including actual attorney fees, that any indemnified party may suffer as a result of defending claims arising out of an occurrence on or within an individual Owner's Unit or appurtenant Limited Common Elements. This provision shall not be construed to give an insurer any subrogation right or other right or claim against an individual Owner, Developer, or the Association, which rights are waived.
- f. **Premium Expenses.** Unless otherwise provided, all premiums for insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration of the Association.
- **6.3 Reconstruction and Repair.** If any part of the Condominium Property is damaged or destroyed by fire or other casualty, the decision whether or not it will be reconstructed or repaired will be made in the following manner:
  - a. General Common Elements. If the damaged property is a General Common Element, the damaged property shall be repaired or rebuilt unless 80 percent or more of the Owners and the institutional holders of mortgages on any Unit in the Project agree to the contrary. However, if the damaged property is common roadway and is the sole means of ingress and egress to one or more Units in the Project, it will be repaired or rebuilt unless the 80

- percent or more of the Owners agreeing not to repair or rebuild includes the Owners of all such Units.
- b. Limited Common Elements and Improvements. If the damaged property is a Limited Common Element or an improvement located within the boundaries of a Unit, the Owner of the affected Unit alone shall determine whether to rebuild or repair the damaged property, subject to the rights of any mortgagee or other person having an interest in the property, and the Owner shall be responsible for the cost of any reconstruction or repair that the Owner elects to make. The Owner shall in any event remove all debris and restore the Unit and its improvements to a clean and sightly condition satisfactory to the Association within a reasonable period of time following the occurrence of the damage.
- c. **Reconstruction Standards.** Any reconstruction or repair shall be substantially in accordance with the Master Deed and the original plans and specifications for the improvements located within the Unit, unless prior written approval for changes is obtained from the Architectural Review Committee.
- d. Procedure and Timing. Immediately after the occurrence of a casualty causing damage that is to be reconstructed or repaired by the Association, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to cover the estimated cost of reconstruction or repair required to be performed by the Association or if at any time during the reconstruction or repair the funds for the payment of the costs by the Association are insufficient, assessment shall be levied against all Owners in sufficient amounts to provide funds to pay the estimated or actual costs of reconstruction or repair. This provision shall not be construed to require the replacement of mature trees and vegetation with equivalent trees or vegetation.

#### **6.4 Eminent Domain.** The following provisions will control on any taking by eminent domain:

- a. Condominium Units. In the event of the taking of all or any portion of a Condominium Unit or any improvements located within the perimeters of a Unit, the award for the taking shall be paid to the Owner of the Unit and any mortgagee, according to their interests. If an Owner's entire Unit is taken by eminent domain, the Owner and any mortgagee shall, after acceptance of the condemnation award, be divested of all interest in the Project.
- b. Common Elements. In the event of the taking of all or any portion of the General Common Elements, the condemnation proceeds relative to the taking shall be paid to the Association for use by or distribution to its members. The affirmative vote of 80 percent or more of the Owners in number and in value shall determine whether to rebuild, repair, or replace the portion taken or to take another action.
- c. Amendment to the Master Deed. If the Project continues after the taking by eminent domain, the remaining portion of the Project shall be resurveyed and the Master Deed amended accordingly; and if any Unit has been taken, section 5 of the Master Deed shall also be amended to reflect the taking and to proportionately readjust the Percentages of Value of the remaining Owners based on the continuing total value of the Condominium of 100 percent. The amendment may be completed by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval by any Owner.

- d. **Notice to Mortgagees.** If any Unit in the Condominium, the Common Elements, or any portion of them is made the subject matter of an eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association shall promptly notify each holder of a publicly recorded mortgage lien on any of the Units in the Condominium.
- e. **Inconsistent Provisions.** To the extent not inconsistent with the provisions of this section, MCL 559.233 shall control on any taking by eminent domain.

#### **Section 7. CONSTRUCTION REQUIREMENTS**

- **7.1 Design Standards.** Design standards for Units in the Project are set forth in this section. Design standards promote quality, value, and stability for Unit Owners. The standards in this section are intended to promote consistency of architecture and landscape design and to enhance and preserve real estate values.
- 7.2 Developer Approvals. During the Development and Sales Period, no residences, buildings, fences, walls, drives, walkways, or other improvements shall be commenced, erected, or maintained; no addition to or external change in the appearance of any structure shall be made (including color and design); and no hedges, trees, plantings, or landscaping modifications shall be made until plans or specifications acceptable to Developer, showing the nature, kind, shape, height, materials, color scheme, location, and approximate cost of the structure or improvement and the grading and landscaping plan of the area to be affected, have been submitted to and approved in writing by Developer. Developer shall have the right to refuse to approve any plans or specifications, including the grading and landscaping plane, that are not suitable or desirable in its opinion for aesthetic or other reasons. In passing on such specifications or grading or landscaping plans, Developer shall have the right to take into consideration the suitability of the proposed structure, improvement, or modification; the site on which it is proposed to be erected; and the degree of harmony with the Condominium as a whole.
- **7.3 Review Committee.** Developer has or will establish an architectural review committee (the Review Committee). The mission of the Review Committee is to ensure that all plans submitted for review, and all subsequent exterior changes or modifications, meet the criteria established in the design standards. The design standards for the Project are intended to provide a compatible neighborhood image.
- 7.4 Architectural Review. Following the Development and Sales Period, no residence, structure, or other improvements shall be constructed within a Unit or elsewhere on the Property and no exterior modification shall be made to any existing residence, structure, or improvement unless plans and specifications containing whatever detail the Review Committee reasonably requires has first been approved in writing by the Review Committee. The Review Committee shall have the right to refuse to approve any plans and specifications, color or material applications, grading or landscaping plans, or building location plans that are not suitable or desirable in its opinion for aesthetic or other reasons. In passing on the plans and specifications, the Review Committee shall have the right to take into consideration the suitability of the proposed structure, improvement, or modification, the site on which it is proposed to be constructed, the proposed location of any improvement within the Unit, the location of structures within adjoining Units and the degree of harmony with the Condominium as a whole.

7.5 Approval of Contractor. All residences and other structures shall be constructed only by Developer. If Developer decides in its sole discretion to not construct any residence or other structure, that residence or other structure shall be constructed only by residential home builders licensed by the state of Michigan and approved in writing by Developer or, following the Development and Sales Period, by the Review Committee. If building construction is intended to commence within three months after the date of plan approval, the name of the proposed residential builder must be submitted when the plans and specifications are submitted. If construction is to be delayed beyond three months, the name of the proposed residential builder must be submitted for approval at least 60 days before the commencement of construction. In its approval process, the Review Committee may take into consideration the qualifications of the proposed builder along with its reputation in the community before deciding whether or not that builder will be approved for participation in the Project. Construction of all other improvements, including swimming pools and landscaping, must also be done by contractors approved in writing by the Review Committee.

**7.6 Specific Requirements.** All approvals required by this section shall comply with the following requirements:

- a. Construction Type and Materials. The residential buildings added hereby shall be of traditional architectural style, ranch type (although some Units have an optional bonus suite on a partial second floor), with an attached two-car garage, a private exterior entrance, a courtyard patio area with a concrete or paver patio and an exterior driveway/parking area immediately in front of the Unit's attached garage. Some Units have a covered, screened or enclosed porch or deck as part of the Unit. Units initially a part of the Condominium do not have basements. Each of the buildings added hereby is of wood frame construction, on a poured concrete foundation, with an exterior of composite wood product siding, brick and/or cultured stone, aluminum fascia, and an asphalt shingle roof. The principal materials of which the buildings are constructed are some or all of: wood, wood product, glass, concrete, cultured stone, brick, vinyl soffit, aluminum fascia, asphalt shingle, wood composite siding, and drywall. Driveways may be of asphalt or cement. Any children's play areas and decorative fencing shall be constructed primarily of wood or have a wood appearance. All exterior paints, stains, and material colors must be shown as part of the plan submitted for approval, and samples shall be furnished to the Review Committee on request.
- b. Size and Space Requirements. No residence shall be constructed on any Unit with less than the following sizes of finished living areas (as calculated on exterior dimensions), exclusive of decks, porches, patios, garages, and basements (whether full basements, daylight basements, or walkout basements):
  - o One-story home—1,600 sq. ft.
  - o Two-story home—1,800 sq. ft.
- c. Improvements and Outbuildings. Each residence must be equipped with an attached garage of not less than two stalls and not more than three stalls, and outside parking for a minimum of four vehicles shall be provided on or along the driveway.
- d. Letter and Delivery Boxes. The Review Committee will determine the location, design, and permitted lettering of all mail and paper delivery boxes. Each Owner will either

- install a mailbox and delivery box or pay the reasonable cost of installation as determined by the Review Committee for installation by the Association.
- 7.7 Codes and Ordinances. In addition to the construction requirements in this section, all buildings and other structures must comply with applicable building, mechanical, electrical, and plumbing codes of the applicable jurisdictions in effect when the building or structure is erected.
- 7.8 Time for Construction. At the time of submitting the name of a proposed residential builder for approval, a date for commencement of construction (which shall not be more than three years after the date of approval) must be agreed on and approved by the Review Committee. Once construction has started, work on the building must be diligently pursued and completed within a maximum of 12 months from the date of commencement. The Committee may extend the time for commencement or completion when, in its opinion, conditions warrant an extension.
- 7.9 Reserved Developer Rights. The purpose of section 7 is to ensure the continued maintenance of the Condominium as an attractive and harmonious residential development, and its provisions shall be binding on both the Association and all Owners in the Project. Developer (or any residential builder to whom Developer has assigned such rights) shall have the right to maintain a model unit, sales office, advertising display signs, storage areas, and reasonable parking incident to its sales efforts and to access to, from, and over the Property as may be reasonable to enable development and sale of the entire Project.
- **7.10 Building Lines.** For the purpose of this section, the word *building* will mean the main residence; the garage and related outbuildings; and their projections such as eaves; bay, bow, or oriel windows; exterior chimneys; covered porches; porticos; loggias; and similar projections. *Building* will not include open pergolas, uncovered porches, open terraces, stoops, steps, or balustrades the sides of which do not extend more than three feet above the level of the ground floor of the main building.
- **7.11 Review Committee Appointment.** Following the Development and Sale Periods, if rights of appointment have not previously been assigned to the Association, Developer's representatives shall resign from the Review Committee, and the Board of Directors of the Association shall appoint three new members to the Review Committee. In each succeeding year or at whatever other intervals the Board of Directors decides, the Board of Directors shall appoint or reappoint the three members to serve on the Review Committee.
- **7.12 Permitted Variance.** The Review Committee may, on a showing of practical difficulty or other good cause, grant variances from the requirements of this section, but only to an extent and in a manner that does not violate the spirit and intent of the requirements.
- 7.13 Setback Lines. No building will be erected on any Unit nearer to the street line or to either side Unit boundary or closer to the rear Unit boundary than permitted by the setback requirements of the zoning applicable to the Unit that is in effect at the time of the contemplated construction of any building unless a variance or other permission for the setback is obtained from the applicable authority. If compliance with these setback requirements is impracticable or would create a hardship for a corner Unit or an odd-shaped building site, the Review Board may

specify front yard, side yard, and rear yard widths and depths that are less than those required by this section. When  $1^{1}/2$  or more Units are acquired as a single building site, the side Unit boundaries will refer only to the Unit boundary lines bordering the property of adjoining owners.

- 7.14 Building Height. The height of any building shall not be more than 2 stories. If any portion of a level or floor within a building is below grade, all of that level or floor shall be considered a basement level.
- 7.15 Improvements Adjoining Roadway. No trees, plantings, fencing, or other improvements will be placed where they obstruct vehicular visibility at or near street intersections.
- **7.16 Construction in Easements.** No structure, planting or other material shall be placed or permitted to remain within the easements for the installation and maintenance of utilities and drainage facilities which may damage or interfere with the installation and maintenance of utility lines or which may change the direction of the flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easement areas. The utility facilities within the easement areas shall be subject to the right of the Association to maintain the same, and its right to delegate that right to a public authority or utility.
- **7.17 Soil from Excavation.** All soil to be removed from any of the Units in the course of grading or excavating will, at Developer's option, become the property of Developer and be placed by the Owner or the Owner's contractor at the Owner's expense in a location within or adjoining the Project designated by Developer.

### Section 8. USE AND OCCUPANCY RESTRICTIONS

- 8.1 Residential Use. Condominium Units shall be used exclusively for residential occupancy, and no Unit or appurtenant Common Element shall be used for any purpose other than that of a single-family residence and purposes incidental to residential use. Home occupations are prohibited. No building intended for other business uses and no apartment house, rooming house, day care facility, foster care residence, or other commercial or multiple-family dwelling of any kind shall be erected, placed, or permitted on any Unit. It shall be permissible to for Developer to maintain, during the Development and Sales Period, one or more Units, as sales and rental models and offices, and for storage and maintenance purposes, One or more of such Units or a portion thereof may be maintained for the use of the Association in fulfilling its responsibilities.
- **8.2 Common Areas.** The Common Elements shall be used only by the Owners of Units in the Condominium and their agents, tenants, family members, invitees, and licensees for access, ingress to, and egress from the respective Units and for other purposes incidental to use of the Units. Any parking areas or other Common Elements designed for a specific purpose shall be used only for those purposes or other uses approved by the Board. The use, maintenance, and operation of the Common Elements shall not be obstructed, damaged, or unreasonably interfered with by any Owner and shall be subject to any lease or easement presently in existence or entered into by the Board at some future date that affects all or any part of the Common Elements.

- **8.3** Use and Occupancy Restrictions. In addition to the general requirements of sections 8.1–8.2, the use of the Project and its Common Elements by any Owner shall be subject to the following specific restrictions:
  - a. Housing for Older Persons. The Condominium is administered to comply with the United States Department of Housing and Urban Development criteria and with the criteria set forth in the Federal Fair Housing Act and Federal Housing for Older Persons Act of 1995 in order to qualify as housing for older persons. As permitted by the Fair Housing Act and Federal Housing for Older Persons Act of 1995, the Condominium limits occupancy by requiring a minimum of eighty percent (80%) of the Units be occupied by at least one (1) person aged fifty-five (55) or older. Persons who have not attained age eighteen (18) shall not occupy any Unit within the Condominium unless the Co-Owner of the Unit has obtained the Board of Directors' advance written permission. Such permission for temporary occupancy, not to exceed one hundred twenty (120) days in any calendar year except in situations where the person qualifies as a caregiver based on a qualifying disability of the Co-owner, shall not be unreasonably withheld.
    - 1. A minimum eighty percent (80%) of the Units shall be occupied by at least one person who has attained the age of fifty-five (55) years. The remaining twenty percent (20%) availability shall be subject to the prior advanced written approval of the Board of Directors, which shall reserve what it believes to be a sufficient number of Units within the 20% for special situations and not for general use or residents and purchasers. Special situations shall include, but not necessarily be limited to, (i) occupancy by a surviving spouse who is younger than 55 years of age of a Co-owner who was over the age of 55, (ii) occupancy by an heir who is younger than 55 years of age of a Co-owner who was over the age of 55, and (iii) occupancy by family members who are younger than 55 years of age of a Co-owner who was over the age of 55, but who has either become unfit to continue living independently in the Unit, has relocated to a nursing home or rehabilitation facility, or has been transferred out of the state for employment purposes. If the Board of Directors, in its absolute and sole discretion, determines that a sufficient number of Units within the 20% remain for occupancy by those with special situations, it may (but need not) make available any remaining Units within the 20% for occupancy by persons younger than 55 years of age on a first come, first served basis.
    - 2. No Co-owner may sell or lease a Unit without the Board of Directors' prior approval. A Co-owner intending to sell or lease their Unit must give written notice to the Association of such intention, together with the name and address of the intended purchaser or lessee, the purchaser's or lessee's age, the names and ages of all persons who will occupy or reside in the Unit and such other information as the Board of Directors may reasonably require.
    - 3. In the event a Co-owner's written notice of proposed sale or lease discloses that at least one (1) of the proposed occupants will not be in compliance with these age restrictions, then in that event the Board of Directors may refuse to approve the

- proposed transaction and the Co-owner proposing the transaction shall not proceed with that transaction.
- 4. The sole criteria that the Board of Directors may rely upon in refusing to approve a proposed sale or lease is the age of the proposed residents and occupants.
- 5. Any sale or lease which is transacted without the Board of Directors' advance written approval as specified above shall be void and the Association shall have the right to obtain a court injunctive rescinding the transaction and such other relief as it may be entitled to under the Condominium Act and the Condominium Documents including, but not limited to, actions for monetary damages and summary proceedings.
- 6. In order to be able to produce, in response to a complaint filed under the Department of Housing and Urban Development's regulations related to housing for older persons, the Developer or, after the transactional control date, the Association, shall ensure that each purchaser of a Unit provides reliable documentation, along with an affidavit, that the Unit being purchased is to be occupied by at least one person who is 55 years of age or older. Any of the following documents are considered reliable documentation of the age of the occupants: (1) driver's license; (2) birth certificate; (3) passport; (4) immigration card; (5) immigration card; (6) military identification; or (7) any other state, local national, or international official documents containing a birth date of comparable reliability.
- b. Exterior Alterations. No Owner shall make any additions, alterations, or modifications to any of the Common Elements or any changes to the exterior appearance of the building or other improvements within the perimeters of the Owner's Unit without prior approval of Developer or the Review Committee. A change in the color of a residence and the planting, removal, or transplantation of trees or shrubs are included within the meaning of an alteration of exterior appearance. Storm doors may be added at the Owner's expense using only the approved design and color and after obtaining approval from the Review Committee.
- c. Courtyard Patio Area. All improvements herein that require the Review Committee's approval must be obtained in writing using the form provided by the Association.
  - 1. Personal property located within the courtyard patio shall not be visible above the fence with the exception of patio furniture constructed and sold for outdoor use, freestanding patio umbrellas and awnings, and grills. Well-maintained personal property designed for use on or within a patio that does not exceed the height of the fence or gate shall be permitted within the courtyard patio area.
  - 2. Nothing shall be affixed to, alter, or otherwise damage the fence, gate, or the neighboring home which encloses the owner's courtyard patio area. An owner shall not affix anything to, alter, or otherwise damage the exterior of their home, including, but not limited to, installing a permanent awning.

- 3. Grading shall not be altered within or outside the courtyard patio area so as to impact (i) the stormwater drainage within or outside the courtyard patio area or (ii) the utilities provided to any home or amenity within the Community.
- 4. All music, video, and other activities that produce noise or sound within or around the courtyard patio area shall be kept at a reasonable volume so as not to unreasonably disturb other residents within the Community. The time and day of the activity shall be a factor when determining reasonableness.
- 5. Firepits located within the courtyard patio area shall be operated in compliance with the building code and all federal, state, and local laws. This includes only burning clean and seasoned wood or use of propane or natural gas.
- 6. Water features designed for outside use are permitted within the courtyard patio area; however, if the height of the water feature exceeds the height of the fence or gate, approval from the Board is required prior to installation.
- 7. Generators designed for emergencies or temporary household use are permitted within the courtyard patio area; however, approval by the Board of the generator's model, size, exact placement, and sound-dampening enhancements are required prior to installation.
- 8. Owners shall be responsible for the maintenance of all improvements, landscaping, and turf grass located within their respective courtyard patio area.
- 9. Trees and landscaping that exceed the height of the fence or gate are prohibited from the courtyard patio area unless approved by the Board. No plant material, or its roots, may touch or damage the home or the neighboring home adjacent to the courtyard patio area including, but not limited to, uncontrolled ivy or ground cover.
- 10. Any improvement to the courtyard patio area not expressly authorized herein must be approved by the Board.

### d. Flowers.

- 1. *Inside Courtyard Patio Fence*: Annual and perennial flowers may be planted in existing mulched areas inside the courtyard patio fence. Only annuals and perennials that will not exceed the height of the courtyard patio fence shall be permitted.
- 2. Outside Courtyard Patio Fence: Only annual flowers may be planted in existing mulched areas directly outside the courtyard patio fence. Maintenance of the annual flowers planted by an owner or resident is the responsibility of said owner. Dead annuals are to be removed at the end of the season by the owner. Annuals planted by an owner or resident that are not maintained by said owner or resident during the growing season will be removed by the groundskeepers and the cost for removal will be billed to the owner. Flowers are not permitted around any tree.
- 3. Flowerpots: Annuals and perennials may be planted in a maximum of three (3) flowerpots on the concrete pad in front of each home's front door. Flowerpots are permitted inside the courtyard patio area.
- e. Landscape Plants. Any planting of new shrubs outside the courtyard patio area must receive advance written approval from the Review Committee. Additional landscape plants which may be considered will be of a species already in use in the Community and which, at maturity, will be compatible with the existing plant material. Any new planting beds will be limited in size by the Board. New beds must be mulched with hardwood that matches the existing mulch in the Community. The Association will provide future mulching,

pruning, and fertilization to new approved plants. However, should any one of the plants die, the Owner is responsible for replacement.

- f. Landscape Lights. Landscape lights outside the courtyard patio area must receive prior written approval from the Review Committee.
- g. Unit Rental. No portion of a Unit may be rented and no transient tenants be accommodated in any building, but this restriction shall not prevent the rental or sublease of an entire Unit together with its appurtenant Limited Common Elements for residential purposes in the manner permitted by these Bylaws.
- h. **Nuisances.** No nuisances shall be permitted on the Property, nor shall any use or practice be permitted that is a source of annoyance to or that unreasonably interferes with the peaceful possession or proper use of the Project by its residents. No Unit shall be used in whole or in part for the storage of rubbish or trash or for the storage of any property or thing that may cause the Unit to appear in an unclean or untidy condition. No substance or material shall be kept on a Unit that will emit foul or obnoxious odors or that will cause excessive noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding Units.
- i. Prohibited Uses and Items. Nothing shall be done or kept in any Unit or on the Common Elements that will increase the rate of insurance for the Project without the prior written consent of the Association. No Owner shall permit anything to be done or kept in the Owner's Unit or elsewhere on the Common Elements that will result in the cancellation of insurance on any Unit or any part of the Common Elements or that will violate any law. The following items are strictly prohibited in the home's lawn area or any common area of the Community: any type of yard sign, statue, statuette, yard or lawn ornament, artificial flowers, ornamental rocks or stones, cypress mulch, swing sets, mounted hose reels, laundry poles or clotheslines, or other such items. Laundry may not be hung over any courtyard patio fence (swimsuits, towels, rugs, etc., included)

### j. Decorative Items.

- 1. Holiday Decorations: Christmas lights and decorations are permitted to be placed on building exteriors provided the decorations do not damage the building, gutters, siding, or exterior doors. They may not be displayed before Thanksgiving Day and must be removed by no later than January 7th of the following year. Decorations for other commonly recognized holidays are permitted under the same guidelines, and may not be displayed more than four weeks before, or one week after, the holiday. Flashing lights and music are not permitted.
- 2. The American Flag: The American flag may be flown or displayed at any time following normal flag protocol.
- 3. Wreaths: Decorative wreaths may be hung on the front door only. All wreaths are to be no larger than 30" in diameter. Wreaths are prohibited on exterior walls and on the outside of patio fences.

- 4. Prohibited Decorative Items: Until such time as the Board establishes alternative guidelines for decorative items, display of the following items is prohibited outside the courtyard patio area: (1) bird feeders or bird baths; (2) garden hose containers; (3) steppingstones; (4) Wall plaques; and (5) windsocks, wind chimes, and decorative flags.
- k. **Signs.** No signs or other advertising devices (other than one professionally made unlit sign or a sign of substantially the same quality and appearance advertising a unit for sale or for rent, or a security system decal, that is not larger than four square feet in size) shall be displayed from any residence or on any Unit that are visible from the exterior of the Unit or from the Common Elements without written permission from the Association or its managing agent. No real estate signs are permitted in a Unit's lawn area or in a common area. Security system signs are only permitted in the mulch beds.
- 1. Windows and Window Coverings. All window coverings, whether draperies, blinds, or valances must be white, off-white, light beige, or light gray on the exterior side.
- m. **Personal Property.** Except as provided in subsection (c) above ("Courtyard Patio Area"), all personal property must be kept inside the Unit's garage. Nothing may be hung or displayed, nor may any signs, awnings, canopies, shutters, antennae, or satellite dishes, or any other device or ornament be affixed to or placed upon the exterior walls, doors, fences, or roof without prior written approval of the Board or its designee.
- n. **Firearms and Weapons.** No Owner shall use or permit the use by any occupant, agent, tenant, invitee, guest, or member of the Owner's family of any firearms; air rifles; pellet guns; BB guns; bows and arrows; illegal fireworks; or other dangerous weapons, projectiles, or devices anywhere on or about the Property.
- o. Pets and Animals. No animals may be kept on any Unit without the prior written consent of the Association, which, if given, may be revoked at any time by the Association for any reasons stated herein. No more than two (2) household domestic pets (cats or dogs) may be kept in any one home. No exotic, savage, or dangerous animal shall be kept on the Property, and no animal may be kept or bred for commercial purposes. Common household domestic pets permitted under the provisions of this subsection shall be kept only in compliance with the rules and regulations promulgated by the Board from time to time and must at all times be kept under care and restraint so they are not obnoxious on account of noise, odor, or unsanitary conditions. No animal shall be permitted to run loose on the Common Elements or on any Unit except the Unit owned by the owner of the animal, and the owner of each pet shall be responsible for cleaning up after it. All pets, when outdoors, shall be on a leash not more than eight (8) feet in length. They shall be supervised by a responsible adult at all time. Such individuals shall immediately clean up all pet litter. No pet shall be tethered outside in the lawn or common area or tied to any courtyard patio fence. The Board may levy special assessments against persons who do not comply with this subsection. The Board may also terminate the right of an Owner to maintain an animal in a Unit if the Board, in its full and complete discretion, determines that maintenance of

the animal constitutes a nuisance or creates a detrimental effect on the Condominium or other Units or Occupants.

- p. Use of Common Elements. The General Common Elements shall not be used for the storage of supplies or personal property (except for the short periods of time that are reasonably necessary to permit the placement of trash for collection the next day). Owners shall not personally use or obstruct any guest parking areas that are located on the Common Elements of the Project without the prior consent of the Association. No Owner shall in any way restrict access to any utility line or other area that must be accessible to service the Common Elements or that affects an Association responsibility in any way. In general, no activity shall be carried on or condition maintained by any Owner either in the Owner's Unit or on the Common Elements that despoils the appearance of the Condominium. Subject to the provisions of the these Bylaws and the Master Deed and the rules and regulations of the Association, those portions of the Common Elements described herein and/or shown on the Drawings as Limited Common Elements shall be used and possessed exclusively by the Unit Owners and Occupants of the Unit or Units served by the same, and shall be used only for the purposes intended and subject to the other provisions of the Master Deed and these Bylaws and such rules and regulations as may from time to time be duly promulgated by the Board.
- q. Walking Trail. The walking trail is for the private use of the residents and their guests. The following policies, along with any additional policies adopted by the Board, apply:
  - 1. All posted notices shall be observed at all times.
  - 2. While pets are permitted on the walking trail, the same restrictions found in subsection 8.4(n) shall apply.
  - 3. Smoking of any kind, including but not limited to electronic cigarettes, and alcohol are prohibited on the walking trail.
  - 4. Only walking, jogging, and running are permitted on the walking trail. All motorized forms of transportation, whether standard or electric powered, are prohibited.
- r. Additional Community Amenities and Rules and Regulations. The Association, through its Board of directors, shall be permitted to create additional amenities in the future with the express written approval of the Township. Further, the Board may also create, modify, and enforce additional rules, regulations, and procedures related to the use, operation, and maintenance of the Community's common areas and common amenities.
- s. Vehicles/Parking. No boats, trailers, motor homes, trucks (larger than a ¾ ton pickup), travel trailers, or any vehicle with commercial advertising may be parked on any street or driveway overnight. Other vehicles used for recreation (van conversions/RVs) not able to fit in a garage are permitted to park in the driveway for forty-eight (48) hours to allow for loading and unloading. Such vehicles must not exceed twenty (20) feet in length and must

not block normal access of other residents. Commercial moving vans and other commercial trucks are permitted when in the area to perform regular services or repair work. Service and delivery vehicles may be parked in the Condominium Property during daylight hours for such period of time as is reasonably necessary to provide or to make a delivery to a Unit or the Common Elements. All parking by residents or guests must be: (a) within the garage; (b) in a Unit's driveway; (c) in the common parking spaces located outside the Community Center; or (d) on one of the Community's interior streets but only on the side of the street, and within a location, where explicitly permitted. Parking is prohibited on the concrete apron of a driveway. No vehicle may be parked in the common parking areas for more than forty-eight (48) consecutive hours. Vehicles parked in a common parking area for more than forty-eight (48) consecutive hours are subject to being towed at the vehicle owner's expense. Inoperable vehicles (with flat tires, expired license tags, etc.), or vehicles which cannot be identified as belonging to an owner or resident, which are parked in any common area, street, or driveway for more than forty-eight (48) consecutive hours are subject to being towed at the vehicle owner's expense. Stored vehicles and vehicles which are either obviously inoperable or do not have operating licenses shall not be permitted on the Condominium Property except within enclosed garages. For purposes hereof, a vehicle is considered "stored" if it is put up on blocks or covered with tarpaulin for seven (7) consecutive days without the prior written approval of the Board. No repair work is permitted on vehicles in a driveway or common area except for short-term emergency work (flat tire, battery charge, etc.). No vehicle shall be parked in any manner which blocks any street or driveway, or the ingress/egress to any garage other than the owner's garage. The Board may promulgate rules and regulations restricting or prohibiting the parking of automobiles, vans, buses, inoperable vehicles, trucks, trailers, boats, and recreational vehicles on the Common Elements, including the Limited Commons Elements, or parts thereof, and may enforce such regulations or restrictions by levying enforcement charges, having such vehicles towed away, or taking such other lawful actions as the Board, in its sole discretion, deems appropriate.

- t. Trash and Recycling Collection. Trash and recycling containers shall not be set out prior to 5:00 p.m. the day preceding collection, and the containers must be picked up and put away by 9:00 p.m. the day of collection. Only trash containers with lids, or securely tied plastic bags are permitted for trash disposal. All trash and recycling for collection must be set out at the main street, next to the curb at the end of the driveway. Trash and recycling containers, when not set out for collection, must be kept inside the garage. Residents will be responsible for clean-up of trash spillage from the containers. Recycling pickup may or may not be offered at the Community; however, if it is available these procedures must be followed.
- u. Solicitation and Garage Sales. Solicitation by commercial enterprises is not authorized within the Community. Due to restricted parking availability, garage sales and tag sales are specifically prohibited, unless approved by the Board as a planned community activity.
- v. Utilities. Unless directed otherwise in writing by the Board, owners are responsible for maintenance and payment of the utilities servicing their home and for calling to initiate service on the date of possession.

- w. Video Surveillance. The following restrictions shall apply to the installation and operation of front door (doorbell) video recording devices and surveillance cameras installed outside of the home or installed inside the home and directed to record a location outside of the home. Owner must submit to the Board a written application describing the requested recording device and surveillance camera's model type, color, material, and location within or outside the home. Owner must receive written approval from the Board prior to the installation of any such improvement. Recording devices must be operated in accordance with all applicable federal, state, and local laws.
  - 1. Front Door (Doorbell) Recording Device: (i) The recording device should fit flat against the exterior surface of the trim where it is mounted. There shall be no gaps or voids between the device and the mounting surface. Any gaps must be filled with exterior grade caulk that is substantially similar to the home's adjacent trim. The recording device shall not be installed on the home's siding or stone/brick; (ii) The color of the device must reasonably match either the adjacent trim or the front door's handle and coach light; (iii) If the device is removed for any reason, and not promptly replaced, the area where the device was removed shall be restored to its substantially similar original condition before the installation of the device, including, but not limited to, reinstalling the original doorbell, or a substantially similar doorbell, if the original doorbell was removed; and (iv) the device shall not be installed so as to record any of the following areas: inside another owner's home or courtyard patio area; inside the Community Center or the swimming pool area; any common area so as to unreasonably interfere with the privacy, use, and enjoyment of said common area by the Community's residents.
  - 2. Surveillance Cameras: (i) In the sole reasonable discretion of the Board, the color of the camera and its hardware must be substantially similar in tone and shade to the trim, and surrounding area, where the device is installed; (ii) the camera must be installed within the front porch, courtyard patio area, or at the rear of the home and must be mounted to the trim so as not to damage the siding or stone/brick; (iii) if the camera and its accompanying hardware is removed for any reason, and not promptly replaced, the area where the device was removed shall be promptly restored to its substantially similar original condition before its installation; (iv) the camera shall not be installed so as to record any of the following areas: inside another owner's home or courtyard patio area; inside the Community Center or the swimming pool area; any common area so as to unreasonably interfere with the privacy, use, and enjoyment of said common area by a resident.
- x. Offensive Activities. No noxious or offensive activity or abusive or harassing behavior, or any form of intimidation or aggression, either verbal or physical, shall be engaged in or carried on in any Unit, or upon the Common Elements or Limited Common Elements, nor shall any Common Element or Limited Common Element be used in any way or for any purpose which may endanger the health of or unreasonably disturb any Occupant, or which might intimidate or interfere with the activities of any Occupant or representative of the Association or its managing agent, or their licensees or invitees.

- y. **Discrimination/Handicapped Accommodation.** No action shall at any time be taken by the Association or the Board which in any manner would unlawfully discriminate against any Unit Owner in favor of another. In addition, notwithstanding any provision of the Master Deed, or any rule or regulation, the Board shall make reasonable accommodation if necessary to afford a handicapped Person equal opportunity to use and enjoy the Condominium Property, provided that nothing contained herein shall be construed to mean or imply that any such accommodation be at the cost of the Association.
- z. Structural Integrity. Nothing shall be done in any Unit, or in, on or to the Common Elements or Limited Common Elements, which may impair the structural integrity of any improvement.
- aa. Additional Rules and Regulations. In addition to adopting and enforcing rules and regulations in the instances specifically herein mentioned, the Board may, from time to time, adopt and enforce such further reasonable rules and regulations as it deems necessary and/or desirable to promote harmony, to serve the best interests of the Unit Owners, as a whole, and the Association, and/or to protect and preserve the nature of the Condominium and the Condominium Property. A copy of all rules and regulations shall be furnished by the Board to the Unit Owners prior to the time when the same shall become effective.
- bb. Application of Restrictions. Unless arbitration is elected pursuant to these Bylaws, a dispute or question whether a violation of any specific regulation or restriction in this section has occurred shall be submitted to the Board of Directors of the Association, which shall conduct a hearing and render a decision in writing, which shall be binding on all owners and other parties with an interest in the Project.
- **8.4 Zoning Compliance.** In addition to the restrictions in section 8, the use of any Unit or structure on the Property must satisfy the requirements of the zoning ordinances of the municipality where the Project is located in effect at the time of the contemplated use unless a variance for the use is obtained from a unit of government with jurisdiction over the use of the Unit and Property.
- **8.5 Rules of Conduct.** Additional rules and regulations consistent with the Act, the Master Deed, and these Bylaws concerning the use of Units and Common Elements may be promulgated and amended by the Board. Copies of the rules and regulations must be furnished by the Board to each Owner at least 10 days before their effective date and may be revoked at any time by the affirmative vote of the Board or 60 percent or more of all Owners.
- **8.6 Enforcement by Developer.** The Project shall at all times be maintained in a manner consistent with the highest standards of a private residential community used and occupied for the benefit of the Owners and all other persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligations to maintain, repair, replace, and landscape in a manner consistent with the maintenance of such standards, Developer, or any person to whom it assigns this right, may, at its option, elect to maintain, repair, or replace any Common Elements or to do any landscaping required by these Bylaws and to charge the cost to the Association as an expense of administration. Developer shall have the right to enforce these Bylaws throughout the

Development and Sales Period, and this right of enforcement shall include (without limitation) an action to restrain the Association or any Owner from any prohibited activity.

- **8.7 Owner Enforcement.** An aggrieved Owner will also be entitled to compel enforcement of the Condominium Documents by an action for injunctive relief or damages against the Association, its officers, or another Owner in the Project.
- **8.8 Remedies on Breach.** In addition to the remedies granted by section 5.5 for the collection of assessments, the Association shall have the right, in the event of a violation of the restrictions on use and occupancy imposed by this section 8, to enter the Unit and to remove or correct the cause of the violation. The entry will not constitute a trespass, and the Owner of the Unit will reimburse the Association for all costs of the removal or correction. Failure to enforce any of the restrictions in this section will not constitute a waiver of the right of the Association to enforce restrictions in the future.
- **8.9 Reserved Rights of Developer.** The restrictions in this section shall not apply to the commercial activities of Developer during the Development and Sale Period. Developer shall also have the right to maintain a sales office, advertising display sign, storage areas, and reasonable parking incident to its sales efforts and to reasonable access to, from, and over the Property to enable development and sale of the entire Project.
- **8.10** Assignment and Succession. Developer may be assigned any of the rights granted to or reserved by it in the Condominium Documents or by law to any other entity or to the Association. Any assignment or transfer shall be made by an appropriate document in writing, signed by Developer and recorded in the register of deeds office for the county where the Project is located. On qualification, the assignee will have the same rights and powers as those granted to or reserved by Developer in the Condominium Documents.

### Section 9. MORTGAGES

- **9.1 Notice to the Association.** Any Owner who mortgages a Unit shall notify the Association of the name and address of the mortgagee (in this section, the Mortgagee), and the Association will maintain this information. The information relating to Mortgagees will be made available to Developer or its successors as needed to obtain consent from or give notice to Mortgagees concerning actions requiring consent from or notice to Mortgagees under the Condominium Documents or the Act.
- **9.2 Insurance.** The Association shall notify each of the Mortgagees of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief, with the amounts of the coverage.
- **9.3 Rights of Mortgagees.** Except as otherwise required by applicable law or regulations, a Mortgagee of a Unit will be granted the following rights:

- a. Inspection and Notice. On written request to the Association, a Mortgagee will be entitled (i) to inspect the books and records relating to the Project on reasonable notice; (ii) to receive a copy of the annual financial statement that is distributed to Owners; (iii) to notice of any default under the Condominium Documents by its mortgagor in the performance of the mortgagor's obligations that is not cured within 30 days; and (iv) to notice of all meetings of the Association and its right to designate a representative to attend the meetings.
- b. **Exemption from Restrictions.** A Mortgagee that comes into possession of a Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure shall be exempt from any option or right of first refusal on the sale or rental of the mortgaged Unit in the Condominium Documents.
- **9.4 Additional Notification.** When notice is to be given to a Mortgagee, the Board of Directors shall also give such notice to the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans Administration, the Federal Housing Administration, the Farmer's Home Administration, the Government National Mortgage Association, and any other public or private secondary mortgage market entity participating in purchasing or guarantying mortgages of Units in the Condominium if the Board of Directors has notice of their participation.

### Section 10. LEASES

- 10.1 Notice of Lease. An Owner, including Developer, who intends to lease a Unit shall disclose that fact in writing to the Association at least 10 days before presenting a lease form to the prospective tenant and, at the same time, shall supply the Association with a copy of the lease form. No Unit shall be leased without the prior written consent of the Association.
- 10.2 Terms of Lease. All occupants of a Unit shall comply with all the conditions of the Condominium Documents of the Project, and all lease and rental agreements must require compliance. No Unit or any part thereof shall be rented or used for transient purposes, which is defined as: (i) rental under which Occupants are provided customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services; or (ii) rental to roomers and boarders, that is, rental to one or more persons of a portion of a Unit only. No Unit may be rented or leased for any period of less than thirty (30) days and the lease shall not have an initial term of less than six months. Any lease agreement shall be in writing.
- 10.3 Remedies of the Association. If the Association determines that any non-Owner occupant has failed to comply with any conditions of the Condominium Documents, the Association may take the following action:
  - a. **Notice.** The Association shall notify the Owner by certified mail advising of the alleged violation by the non-Owner occupant.
  - b. **Investigation.** The Owner will have 15 days after receipt of the notice to investigate and correct the alleged breach by the non-Owner occupant or to advise the Association that a violation has not occurred.

c. Legal Action. If after 15 days the Association believes that the alleged breach has not been cured or may be repeated, it may institute an action for eviction against the non-Owner occupant and a simultaneous action for money damages (in the same or in a separate action) against the Owner and the non-Owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this section may be by summary proceeding. The Association may hold both the non-Owner occupant and the Owner liable for any damages to the Common Elements caused by the Owner or the non-Owner occupant in connection with the Unit or the Project.

**10.4 Liability for Assessments.** If an Owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a non-Owner occupant occupying the Owner's Unit under a lease or rental agreement and the non-Owner occupant, after receiving such notice, shall deduct from rental payments due the Owner the full arrearage and future assessments as they fall due and pay them to the Association. Such deductions shall not be a breach of the lease agreement by the non-Owner occupant.

### **Section 11. TRANSFER OF UNITS**

11.1 Unrestricted Transfers. An individual Owner may, without restriction under this section, sell, lease, give, devise, or otherwise transfer the Owner's Unit or any interest in the Unit to a spouse; to the Owner's child, parent, brother, sister, grandchild, descendant, or any one or more of them; or to any trustee of a trust for which the sole beneficiary is the Owner or a spouse, child, parent, brother, sister, grandchild, descendant, or any one or more of them. A partnership or corporation that owns a Unit may also transfer or convey the Unit or any interest in it to an individual partner or shareholder or to another entity owned and controlled by the transferor without restriction. Notice of any unrestricted transfer shall be given to the Association within five days following consummation of the transfer.

11.2 Notice to the Association. Whenever an Owner proposes to sell, give, devise, or otherwise transfer the Owner's Unit or any interest in the Unit to any person or entity other than a person or an entity described in section 11.1, the Owner shall give the Association not less than 30 days' prior written notice of the proposed transfer, which shall briefly describe the type of transfer proposed by the Owner and state the name and address of the proposed transferee. The notice shall also include a copy of the proposed terms of sale or other documents, if any, effecting the transfer.

### 11.3 First Option of the Association.

- a. If an Owner proposes to sell a Unit or any interest in a Unit to a person or an entity other than a person or entity described in section 11.1, for a period of 30 days following the date notice of the proposed transfer is given to the Association, the Association shall have the right, at its option, to purchase the Unit or interest being sold from the Owner (the Transferring Party) on the terms described in the notice.
- b. If an Owner proposes to make a gift of a Unit or any interest in a Unit to any person or entity other than a person or an entity described in section 11.1, for a period of 30 days following the date notice of the proposed transfer is given to the Association, the Association shall have the first right, at its option, to purchase the Unit or interest. The

- price to be paid by the Association for the Unit shall be agreed on by the Transferring Party and the Association or, if not promptly agreed on, shall be determined in accordance with the procedure set forth in section 11.3(d).
- c. If an Owner dies and under applicable law the Owner's Unit or any interest in the Unit is subject to a probate proceeding, for three months after the appointment of a personal representative of the deceased Owner, the Association shall have the first right, at its option, to purchase the Unit either from the devisee named in the deceased Owner's will, if any, or from the appointed personal representative of the deceased Owner who is empowered or authorized to sell the Unit; the personal representative shall be deemed the Transferring Party. However, this option shall not apply to any transfer on the death of an Owner to a person or an entity described in section 11.1. The price to be paid by the Association for the Unit or interest shall be agreed on by the Association and the Transferring Party or, if not promptly agreed on, shall be determined in accordance with the procedure set forth in section 11.3(d).
- d. If the price to be paid by the Association for a Unit or an interest in the Unit pursuant to subsections (b) or (c) is not promptly agreed on, the price shall be equal to the fair market value of the Unit or interest in the Unit as determined by a licensed appraiser mutually agreed on by the Transferring Party and the Association or, in the event of no prompt agreement on such an appraiser, by a majority decision of three licensed appraisers, one chosen by the Transferring Party, one chosen by the Association, and the third chosen by the other two selected appraisers. The cost of an appraiser or appraisers shall be paid one-half by the Transferring Party and one-half by the Association as a common expense.

11.4 Election Not to Exercise. The Board shall have authority, on behalf of and in the name of the Association, to elect not to exercise the options granted by this section and shall promptly give written notice of such an election to the Transferring Party. The Association shall be deemed to have elected not to exercise its option if either (a) the Association notifies the Transferring Party that it has elected not to exercise its option or (b) the Association fails to notify the Transferring Party before the expiration of the applicable option period that the Association has elected to exercise its option.

If the Association elects not to exercise its option, in the case of a proposed sale or gift of a Unit or interest in a Unit, the Transferring Party may proceed to close the proposed transfer any time within 45 days after the election. After those 45 days, the transfer of the Unit or any interest in the Unit shall again become subject to the Association's option rights as provided in this section.

A certificate executed by the president, vice president, secretary, or other duly authorized officer of the Association certifying that the Association has elected not to exercise its option shall be conclusive evidence of that election. A certificate shall be furnished to the Owner on the Owner's compliance with the provisions of this section, provided that the Owner requests such a certificate from the Association in writing.

11.5 Election to Exercise. The Board shall have the authority to recommend to the Owners that the Association elect to exercise its option under this section as follows:

- a. If the Board decides to recommend to the Owners that the Association elect to exercise its option, the Board shall call and hold a meeting of all the Owners within 20 days following its determination to make that recommendation to vote on whether the Association will exercise its option. If Owners owning not less than 60 percent in number and in value, by affirmative vote at the meeting or by written proxy or consent, elect to exercise the Association's option, the Board shall promptly give written notice of the election to the Transferring Party.
- b. The Association shall be deemed to have exercised its option if it tenders the required sum of money to the Transferring Party within the option period stated above.
- 11.6 Purchase at Judicial Sale. The Board shall have the power and authority to bid and purchase, for and on behalf of the Association, any Unit at a sale pursuant to a mortgage foreclosure, a foreclosure of the lien for common expenses under the Act, or an order or a direction of a court or at any other involuntary sale on the consent or approval of the Owners owning not less than 60 percent in number and in value. The consent shall include a maximum price that the Board or its duly authorized agent may bid and pay for the Unit.
- 11.7 Financing of Purchase. The Board shall have authority to make mortgage arrangements and financing arrangements as authorized by the vote of the Owners to close and consummate the purchase of a Unit by the Association. No such financing arrangement may be secured by an encumbrance on any interest in the Project other than the Unit to be purchased and the limited common elements appurtenant to the Unit.

### 11.8 Miscellaneous.

- a. A transfer of a Unit to the Association or the holder of any mortgage on a Unit that comes into possession of the mortgaged Unit in the manner provided by section 5 or 9 shall not be subject to the provisions of this section.
- b. The Association shall hold title to any Unit acquired pursuant to this section in the name of the Association or a nominee delegated by the Board for the sole benefit of all Owners. The Board shall have the authority at any time to sell, lease, or sublease the Unit on behalf of the Association on whatever terms the Board deems desirable, but in no event shall a Unit be sold for less than the amount paid by the Association to purchase the Unit unless Owners owning not less than 60 percent in number and in value first authorize the sale for a lesser amount.
- c. The provisions of this section regarding the Association's option rights shall be and remain in full force and effect until the Project as a whole is sold unless the provisions of this section are sooner rescinded or amended by the Owners.
- d. If any transfer of a Unit is made or attempted without complying with the provisions of this section, the grantee's interest in the Unit shall remain subject to the exercise by the Association of its option after the transfer, and the transfer shall be further subject to each and all of the rights and options of and remedies and actions available to the Association.
- e. Except as otherwise provided in the Master Deed or in these Bylaws, in the event of any transfer of a Unit or any interest in the Unit, the transferee shall be jointly and severally liable with the transferor for all unpaid assessments of the transferor accrued and payable before the date of transfer.

### **Section 12. ARBITRATION**

- 12.1 Submission to Arbitration. Any dispute, claim, or grievance arising out of or relating to the interpretation or application of the Master Deed, Bylaws, or other Condominium Documents and any disputes, claims, or grievances arising among or between Owners or between Owners and the Association may, on the election and written consent of the parties to the dispute, claim, or grievance and written notice to the Association, be submitted to arbitration; and the parties shall accept the arbitrator's decision and award as final and binding. The Arbitration Rules for the Real Estate Industry of the American Arbitration Association, as amended and in effect from time to time, shall apply to all such arbitrations.
- **12.2 Disputes Involving Developer.** A contract to settle by arbitration may also be executed by Developer and any claimant for any claim against Developer that might be the subject of a civil action, provided as follows:
  - a. **Buyer's Option.** At the exclusive option of a Buyer or an Owner in the Project, Developer shall execute a contract to settle by arbitration any claim that might be the subject of a civil action against Developer that involves an amount less than \$2,500 and arises out of or relates to a purchase agreement, a Unit, or the Project.
  - b. The Association's Option. At the exclusive option of the Association of Owners, Developer shall execute a contract to settle by arbitration any claim that might be the subject of a civil action against Developer that arises out of or relates to the Common Elements of the Project if the amount of the claim is \$10,000 or less.
- 12.3 Preservation of Rights. Election by any Owner or by the Association to submit any dispute, claim, or grievance to arbitration shall preclude that party from litigating the dispute, claim, or grievance in the courts. Except as provided in this section, however, all interested parties shall be entitled to petition the courts to resolve any dispute, claim, or grievance in the absence of an election to arbitrate.

### **Section 13. OTHER PROVISIONS**

- **14.1 Definitions.** All terms used in these Bylaws will have the same meaning assigned by the Master Deed to which the Bylaws are attached or as defined in the Act.
- 14.2 Severability. If any of the terms, provisions, or covenants of these Bylaws or of any Condominium Document are held to be partially or wholly invalid or unenforceable for any reason, that holding shall not affect, alter, modify, or impair any of the other terms, provisions, or covenants of the documents or the remaining portions of any terms, provisions, or covenants held to be partially invalid or unenforceable.
- 14.3 Notices. Notices provided for in the Act, Master Deed, or Bylaws shall be in writing and shall be addressed to the Association at its registered office in the state of Michigan and to any Owner at the address in the deed of conveyance or at another address subsequently provided. The Association may designate a different address for notices to it by giving written notice of the change of address to all Owners. Any Owner may designate a different address for notices by

giving written notice to the Association. Notices addressed as above shall be deemed delivered when mailed by U.S. mail with postage prepaid or when delivered in person.

- **14.4 Amendment.** These Bylaws may be amended, altered, changed, added to, or repealed only in the manner prescribed by section 10 of the Master Deed.
- 14.5 Conflicting Provisions. In the event of a conflict between the Act (or other laws of the state of Michigan) and any Condominium Document, the Act (or other laws of the state of Michigan) shall govern. In the event of a conflict between the provisions of any one or more of the Condominium Documents themselves, the following order of priority shall be applied, and the provisions of the document having the highest priority shall govern:
  - 1. the Master Deed, including the Condominium Subdivision Plan but excluding these Bylaws
  - 2. these Condominium/Association Bylaws
  - 3. the Articles of Incorporation of the Association
  - 4. the Rules and Regulations of the Association
  - 5. the Disclosure Statement

# COURTYARDS OF HARTLAND

## SITE CONDOMINIUM

HARTLAND TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN PART OF THE SE, 1/4 SEC 22, T3N-R6E

### LEGAL DESCRIPTION

PARCEL TAX NUMBER: 4708-22-400-028

THENCE SOUTH 03 DEGREES 44 MINUTES 45 SECONDS LAST, 736,42 PETTRECORDED AS SOUTH 01 DEGREE 00 MINUTES 12 SECONDS WEST, 756.18 FEET);

The BACE MORTH SE DECIRED & MINUTES OF SECURES, WATS, 55%-30 WITH, (RECONDED NORTH SECURES SEC

BEARING REFERENCE

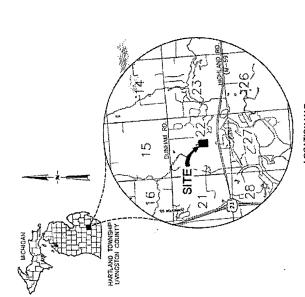
BEAGINGS ARE BASED ON PROJECT COORDIANTE SYSTEM. MICHIGAN STATE PLANE COORDINATE SYSTEM, NADBA (CONUS) (MOL) (CRESBO), SOUTH ZOME 2113, INTERNATIONAL FEET, GROUND.

DESIGN ENGINEER



MONUMENT ENGINEERING GROUP ASSOCIATES, INC

MYOVATIM CECSPATIAL & EXCINERING SOLUTIONS



MOT TO SCALE

OWNER/DEVELOPER

COURTYARD OF HARRAND, LLC 25210 FIVE NELE ROAD REDFORD, MI 48239

### NOTE: ATTENTION COUNTY REGISTER OF DEEDS

- \*\* THE CONDUMENT SUBMISCOP PLAN HUMBER MAST BE ASSOCIED TO THE SECULING. WIEN A NUMBER MASS BEEN SOCIED. TO THIS PROLECT, IT MUST BE PROPERTY SHOWN IN THE SHEET I AND THE SUMPONER'S SUBMISCOPE, SHEET S.





PART OF THE SE 1/4 SEC. 22, TSN-RGE HAFTLAND TWP. LYMICSTON COURTY, BICHIGAN COURTYARDS OF HARTLAND"

COVER

COURTYARD OF HARILAND, LLC 25210 FIVE MILE ROAD REDIFORD, MI 48239

