STATE OF MICHIGAN

DEFASTMENT OF COMMERCE

CORPORATION & SECURITIES BUREAU

In the Matter of: First Federal Savings and Loan Association of Livingston County c/o Stewart Oldford and Sons 10490 Highland Road

Hartland, MI 48029 (Developer)

HARTLAND HILLS CONDOMINIUM Hibner Road Hartland Livingston County, Michigan

(Project)

File No. 82-67

CERTIFICATE OF APPROVAL OF MASTER DEED

A Certificate of Approval of Master Deed for the above referenced condominium project is hereby given to the developer, pursuant to the Michigan Condominium Act, 1978 P.A. 59, as amended.

This Certificate of Approval of Master Deed may not be recorded in the County Register of Deeds Office until all conditions for recordation in the Michigan Condominium Act have been satisfied.

MICHIGAN DEPARTMENT OF COMMERCE

E. C. Mackey, Director (Corporation & Securities Bureau

6546 Mercantile Way

P. O. Box 30222

Lansing, Michigan 48909

August 6,

LIVINGSTON COUNTY INEASURER'S CERTIFICATE
I hereby certify that there are no TAX
LIERS or ITILES held by the attate or any
individual against the within description,
and all TAKES or name are falld for five
years previous to the date of this instrument, or appear on the records in this
office except as risted.

8-1819 Choule M. Crandill, Treasurer Sec 135, Act 200, 1893 As Amended

MASTER DEED

HARTLAND HILLS CONDOMINIUM

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REGISTER OF DEEDS
LIVINGSTON COUNTY, M.CH.

Established pursuant to Act 59, Public Acts of 1978, as amended

This Master Deed is made and executed on this 18th day of August , 1982, by First Federal Savings and Loan Association of Livingston County, a Federally chartered savings and loan association, hereinafter referred to as the Developer, whose office is located at 611 East Grand River, Howell, Michigan 48843, in pursuance of the provisions of the Michigan Condominium Act, Sections 559.101 to 559.272 of Michigan Compiled Laws Annotated, Act 59 of the Public Acts of 1978, as amended, hereinafter referred to as the Act.

WITNESSETH

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

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

ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as HARTLAND HILLS CONDOMINIUM, Livingston County Condominium Subdivision Plan No. 6. The architectural plans for the project were approved by the Township of Hartland, State of Michigan. The Condominium Project is established in accordance with the Act. The buildings and units contained in the Condominium, including the number, boundaries, dimensions, area and volume of each unit therein are set forth completely in the Condominium Subdivision Plan attached hereto as Exhibit "B". Each building contains individual units for residential purposes and each unit is capable of individual utilization on account of having its own entrance from and exit to a common element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his unit and shall have undivided and inseparable rights to share with other Co-owners the common elements of the Condominium Project as are designated by the Master Deed.

ARTICLE II

LEGAL DESCRIPTION

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

All that property situated in the Township of Hartland, Livingston County, Michigan, described as:

Part of the Northeast 1/4 of Section 16, Town 3 North, Range 6 East, Hartland Township, Livingston County, Michigan. More particularly described as beginning at a point on the East Line of Section 16, distant South 01°08'30" East 613.50 feet from the Northeast corner of Section 16, Town 3 North, Range 6 East, and proceeding thence along the East line of Section 16, South 01°08'30" East 368.25 feet; thence North 88°33'30" West 709.50 feet; thence South 01°08'30" East 160.42 feet; thence North 88°52'06" West 580.93 feet; thence along the East line of "Hartland Hills" as recorded in Liber 9 of Plats on Page 17, Livingston County Records, North 01°21'00" West 475.65 feet; thence South 88° 20'40" East 589.71 feet; thence North 01°18'20" West 57.64 feet; thence South 88°37'30" East 702.82 feet to the point of beginning. Containing 12.2875 Subject to the rights of the public and of any governmental unit in any part thereof used, taken or deeded for street, road or highway purposes. Subject to all easements and restrictions of record.

ARTICLE III

DEFINITIONS

Cortain terms are utilized not only in this Master Deed and Exhibits "A" and "B" hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and Corporate Bylaws, Rules and Regulations of the HARTLAND HILLS CONDOMINIUM ASSOCIATION, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in HARTLAND HILLS CONDOMINIUM as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

- (a) The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.
- (b) "Administrator" means the Michigan Department of Commerce or an authorized designee.
- (c) "Association" shall mean MARTLAND HILLS CONDOMINIUM ASSOCIATION, a Michigan non-profit corporation, of which all Co-owners shall be members, and which Association shall administer, operate, manage and maintain the Condominium. Any action required or permitted of the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

- (d) "Association Bylaws" means the Corporate Bylaws of HARTLAND HILLS CONDOMINIUM ASSOCIATION, the Michigan non-profit corporation organized to manage, maintain and administer the Condominium.
- (e) "Common Elements" where used without modification, shall mean both the general and limited common elements described in Article IV hereof.
- (f) "Condominium Bylaws" means Exhibit "A" hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 53 of the Act (M.C.I.A. §559.153) to be recorded as part of the Master Deed.
- (g) "Condominium Documents" wherever used means and includes this Master Deed and Exhibits "A" and "B" hereto, the Articles of Incorporation, Bylaws and the Rules and Regulations, if any, of the Association.
- (h) "Condominium Premises" means and includes the land and the buildings, all improvements and structures thereof, and all easements, rights and appurtenances belonging to HARTLAND HILLS CONDOMINIUM, as described above.
- (i) "Condominium Project", "Condominium" or "Project" means HARTLAND HILLS CONDOMINIUM as an approved Condominium Project established in conformity with the provisions of the Act.
- (j) "Condominium Subdivision Plan" means Exhibit "B" hereto.
- (k) "Condominium unit" or "unit" each mean the enclosed space constituting a single completed residential unit as such space may be described on Exhibit "B" hereto.
- (1) "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more units in the Condominium Project.
- (m) "Developer" shall mean First Federal Savings and Loan Association of Livingston County, a Federally chartered savings and loan association, which has caused the execution of this Master Deed, and its successors and assigns.
- (n) Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where the same would be appropriate.

ARTICLE IV

COMMON ELEMENTS

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

A. The general common elements are:

- (1) The land described in Article II hereof, including driveways, roads, sidewalks and parking spaces not designated as limited common elements;
- (2) The electrical wiring network throughout the Condominium Project including that contained within unit walls up to the point of connection with electrical fixtures within any unit;
- (3) The gas line network throughout the Condominium Project including that contained within unit walls up to the point of connection with gas fixtures within any unit;
- (4) The telephone wiring network throughout the Condominium Project;
- (5) The plumbing network throughout the Condominium Project including that contained within unit walls, up to the point of connection with plumbing fixtures within any unit;
- (6) The water distribution system, septic system and storm drainage system throughout the Condominium Project;
- (7) The foundations, supporting columns, unit perimeter walls, (including windows and doors therein) roofs, ceilings, floor construction, chimneys and other walls as shown on Exhibit "B";
- (8) Such other elements of the Condominium Project not herein designated as general or limited common elements which are not enclosed within the boundaries of a unit, and which are intended for common use or necessary to the existence, upkeep and safety of the Condominium Project;

B. The limited common elements are:

- a garage assigned to a unit as shown on the Site Plan of Exhibit "B" is limited exclusively in use to the Co-owner of the unit whose garage such driveway services; each portion of a garage driveway marked with a single number on the Site Plan is I mited exclusively in use to the Co-owner of the unit which corresponds in number to such garage driveway; each garage driveway marked with more than one number on the Site Plan is limited in use to the Co-owners of units whose numbers correspond in number to such driveway, provided, however, that any garage driveway intended for joint use shall not be obstructed so as to prevent any Co-owner entitled to use the same from access to and from his garage.
- (2) The garages. The interior of each garage, including the interior surfaces of the perimeter walls of each garage, and the ceiling and floors of each garage shall be subject to the exclusive use and enjoyment of the Co-owner of the unit to which such garage appertains.
- (3) The patios and front porches. Each individual patio and front porch, if any, in the Condominium

Project is restricted in use to the Co-owner of the unit which opens to such patio or front porch as shown, if applicable, on Exhibit "B".

- (4) The interior surfaces of unit perimeter walls (including windows and doors therein), ceiling and floors contained within a unit shall be subject to the exclusive use and enjoyment of the Co-owner of such unit.
- (5) The air conditioning units and furnaces. Each individual air conditioning unit and each individual furnace, which is to be located on the ground floor of each unit, shall be subject to the exclusive use and enjoyment of the Co-owner of such unit.
- (6) The crawl space underneath the floor construction of units 17, 18, 19 and 20. Each crawl space shall be subject to the exclusive use and enjoyment of the Co-owner of the unit which opens to such crawl space.

C. The costs of maintenance, repair and replacement of all general and limited common elements described in Paragraphs A and B above shall be borne by the Association except that the costs of decoration and maintenance (but not major repair or replacement except in cases of Co-owner negligence or fault) of all surfaces referred to in Sub-Paragraph B(4) above shall be borne by the Co-owner of each unit to which such limited common elements are appurtenant and except that the costs of maintenance, repair and replacement of each patio area, front porch, air conditioning unit and furnace described above shall be borne by the Co-owner of the unit to which such limited common elements respectively appertain; provided, however, that any patio area consisting primarily of lawn area shall be moved by the Association.

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

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

- A. Each unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of HARTLAND HILLS CONDOMINIUM as surveyed by Roskelly Jekabson and Associates and attached hereto as Exhibit "B". Each unit shall include: (1) with respect to the ground floors of units, all that space contained within the interior finished unpainted walls and ceilings and from the finished subfloor and (2) with respect to garages and crawl spaces assigned to units, all that space contained within the interior surfaces of the floors, walls, roofs, doors and windows, all as shown on the floor plans and sections in Exhibit "B" and delineated with heavy outlines.
- B. The units are numbered consecutively from 1 through 24. Each unit is allocated an equal percentage of value.

Each respective Co-owner of a unit shall have equal voting rights at meetings of the Association and shall be equally responsible for or entitled to the expenses or proceeds from the administration of the Association. The allocation to each unit of equal value may be changed only with the unanimous consent of all of the Co-owners expressed in an amendment to this Master Deed, duly approved by said Co-owners, in accordance with the Act, and recorded.

ARTICLE VI

EASEMENTS

In the event any portion of a unit or common element encroaches upon another unit or common element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls (including interior unit walls) contained therein for the continuing maintenance and repair of all utilities in the Condominium. There shall exist easements of support with respect to any unit interior wall which supports a common element.

The Township of Hartland, County of Livingston and State of Michigan, as well as its officers and agents, are hereby granted an easement for the use of roadways, driveways and walkways in the Condominium Project for the purposes of ingress and egress to provide fire and police protection and other lawful governmental services to the Condominium Project and the Co-owners thereof. This easement shall inure to the benefit of and/or be binding upon each Co-owner, the Association, the successors and assigns of said parties and shall run with the land.

ARTICLE VII

RESERVATION OF RIGHTS

Notwithstanding any other provision contained herein or contained or described in Exhibit B attached hereto, the Developer reserves the right, but shall not be obligated, to dedicate all or any portion of the roads or storm sewers located on or under the Condominium Premises to the Township of Martland and reserves the right to grant appropriate easements to the Township of Hartland for the purpose of maintaining and/or repairing any roads, storm sewers which may be dedicated. the Township of Hartland refuse to accept any such dedication for the purpose of maintaining such road or utility, then such costs will be borne by each co-owner equally. All of the co-owners and mortgagees of units and other persons interested or to become interested in the Condominium Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed and Exhibit "B" attached hereto as are necessary in the Developer's discretion, to effectuate the purposes of this Article as the same may be approved by the Department of Commerce and all such persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments and all other documents as are necessary to effectuate the purposes of this Article.

In addition to the foregoing, although the Developer does not presently intend to engage in the rental of any of the units, the Developer reserves the right to do so.

ARTICLE VIII

AMENDMENT AND TERMINATION

If there is no Co-owner other than the Developer, the Developer, with the consent of any interested mortgagee, may unilaterally terminate the Condominium Project or amend the Master Deed. A termination or amendment made in such case shall become effective upon the recordation thereof if executed by the Developer.

If there is a Co-owner other than the Developer, then the Condominium Project shall be terminated only by the agreement of the Developer and unaffiliated (i.e. non-Developer) Co-owners of Condominium units to which eighty (80%) percent of the votes in the Association appertain. Agreement of the required majority of Co-owners to termination of the Condominium shall be evidenced by their execution of the termination agreement or of ratifications thereof, and the termination shall become effective only when the agreement is so evidenced of record. Upon recordation of an instrument terminating the Condominium Project, the property constituting the Condominium Project shall be owned by the Coowners as tenants in common in proportion to their respective undivided interests in the common elements immediately before As long as the tenancy in common lasts, each Corecordation. owner or the heirs, successors, or assigns thereof shall have an exclusive right of occupancy of that portion of the property which formerly constituted the Condominium unit. Upon recordation of an instrument terminating the Condominium Project, any rights the Co-owners may have to the assets of the Association shall be in proportion to their respective undivided interests in the common elements immediately before recordation, except that common profits shall be distributed in accordance with the Condominium Documents and the Act.

The Condominium Documents may be amended for a proper purpose, without consent of Co-owners, mortgages, and other interested parties, including the modification of the types and sizes of unsold Condominium units and their appurtenant limited common elements as long as the Administrator determines that the amendments do not materially after or change the rights of the Co-owners, mortgages, or other interested parties.

The Condominium Documents may be amended for a proper purpose, even if the amendment will materially alter or change the rights of the Co-owners, mortgagees, or other interested parties with the approval of the Administrator and the consent of two-thirds (2/3) of the votes of the Co-owners. A Co-owner's Condominium unit dimensions or appurtenant limited common elements may not be modified without his consent. Co-owners and mortgagees of record shall be notified of proposed amendments before filing with the Administrator. A person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment.

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

Notwithstanding anything to the contrary contained in this Article, no amendment to this Master Deed shall be effective unless approved by the Administrator and a copy delivered to each Co-owner of the Condominium Project.

IN WITNESS WHEREOF, the undersigned has executed this Master Deed.

In the presence of:

Martin F. Belser

Martin F. Belser

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF LIVINGSTON COUNTY

Mary Jo Elleworth

WALKER A. AARON, President

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this 18th day of August, 1982, before me personally appeared the above named WALKER A. AARON, the President of FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF LIVINGSTON COUNTY, a Federally chartered savings and loan association, who being duly sworn, deposed and said that the foregoing is the free act and deed of said Association.

VAUGUN L. MCCLAIN, Notary Public

Coakland County, Michigan

My commission expires: July 23, 1983.

PREPARED BY AND RETURN TO:

VAUGHN L. McCLAIN Attorney at haw 123 West Lake Street South Lyon, Michigan 48178

ANTER TO NOT SENT THE TOTAL SECTION OF STREET SE

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EXHIBIT A TO THE MASTER DEED OF HARTLAND HILLS CONDOMINIUM BYLAWS

NANCY HAVILAND
REGISTER OF DEEDS

ARTICLE I

ASSOCIATION OF CO-OWNERS

Section 1. HARTLAND HILLS CONDOMINIUM, a residential condominium project, located in the Township of Hartland, Livingston County, Michigan, shall be administered by the HARTLAND HILLS CONDOMINIUM ASSOCIATION, a non-profit corporation, hereinafter referred to as the Association, organized under the laws of the State of Michigan and responsible for the management, maintenance, operation and administration of the common elements, easements and affairs of the Condominium Project in accordance with the Master Deed, these Bylaws, the Articles of Incorporation, Corporate Bylaws and duly adopted Rules and Regulations of the Association, and the laws of the State of Michigan. owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any unit therein or the common elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

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

- (a) Each Co-owner, including the Developer, shall be a member of the Association and no other person or entity shall be entitled to membership.
- (b) The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his unit in the Condominium Project.
- (c) Each Co-owner shall have as many votes as he owns units. There shall be only one vote for each unit irrespective of the number of persons who own a unit. Notwithstanding the foregoing, the Developer shall be entitled to vote only those units owned by it for which a certificate of occupancy has been issued.
- (d) No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until it has presented evidence of ownership of a unit in the Condominium Project to the Association. No Co-owner other than the Developer, shall be entitled to vote prior to the First Annual Meeting of Members held in accordance with Section 6 of this Article 1. The vote of each Co-owner may only be cast by the individual representative designated by such Co-owner in the notice required in Sub-Paragraph (e) below or by a proxy given by such individual representative.
- (e) Each Co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices

and other communications from the Association on behalf of such Co-owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the unit or units owned by the Co-owner, and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Co-owner. Such notice shall be signed and dated by the Co-owner. The individual representative designated may be changed by the Co-owner at any time by filing a new notice in the manner herein provided.

- (f) There shall be an annual meeting of the members of the Association commencing with the First Annual Meeting held as provided in Section 6 of this Article I. Other meetings may be provided for in the Bylaws of the Association. Notice of time, place and subject matter of all meetings as provided in the Corporate Bylaws of the Association, shall be given to each Co-owner by mailing the same to each individual representative designated by the respective Co-owners.
- (g) The presence in person or by proxy of fifty (50%) percent in number of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required herein to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.
- (h) Votes may be cast in person or by proxy or by a writing duly signed by the designated voting representative not present at a given meeting or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.
- (i) A majority, except where otherwise provided herein, shall consist of more than fifty (50%) percent of those qualified to vote and present at a given meeting or by proxy, or written vote if applicable.
- (j) Other provisions as to voting by members, not inconsistent with the provisions herein contained, may be set forth in the Association Bylaws.
- Section 3. The Association shall keep current copies of the approved Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project, and shall make same available at reasonable hours to the Co-owners, prospective purchasers and prospective mortgagees of units in the Condominium In addition, the Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the common elements and any other expenses incurred by or on behalf of the Association and the Co-owners. The books, records and contracts concerning the administration and operation of the Condominium Project shall be available for examination by any of the Co-owners and their mortgagees at convenient times and all books and records shall be audited or reviewed by independent accountants annually. It shall not be required that such audits be certified. cost of such professional accounting assistance shall be an expense of administration. At least two (2) times during each

fiscal year the Association shall prepare and distribute to each Co-owner a financial statement fairly reflecting the then-current financial status of the Association. The contents of said financial statement shall be further defined by the Association, in its discretion.

- Section 4. The affairs of the Association shall be governed by a Board of Directors, all of whom shall serve without compensation and who must be members of the Association except for the First Board of Directors, as designated in the Articles of Incorporation of the Association, and any successors thereto elected by the Developer prior to the First Annual Meeting of Members held pursuant to Section 6 of this Article I. The number, terms of office, manner of election, removal and replacement, meetings, quorum and voting requirements, and other duties or provisions of or relating to Directors, not inconsistent with the provisions contained herein, shall be provided by the Association Bylaws.
 - (a) The Board of Directors shall have all powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by the Co-owners. In addition to the foregoing general duties imposed by these Bylaws, or any further duties which may be imposed by resolution of the members of the Association or which may be set forth in the Association Bylaws, the Board of Directors shall be responsible specifically for the following:
 - (1) To manage and administer the affairs of and maintenance of the Condominium Project and the common elements thereof.
 - (2) To collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.
 - (3) To carry insurance and collect and allocate the proceeds thereof.
 - (4) To rebuild improvements after casualty.
 - (5) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance, administration and security of the Condominium Project.
 - (6) To approve or disapprove proposed purchasers or lessees of any unit in the manner specified in these Condominium Bylaws.
 - (7) To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property, including any unit, easement, right-of-way and license, on behalf of the Association in furtherance of any of the purposes of the Association, including, but without limitation, the lease or purchase of any unit for use by a resident manager; provided, however, that the purchase of any unit or the purchase of any other real property, shall be first approved by a vote of seventy-five (75%) percent of those qualified to vote and present at a given meeting or by proxy or written vote if applicable.

- (8) To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the business of the Association, and to secure the same by mortgage, pledge, or other lien, on property owned by the Association; provided, however, that any such action shall also be approved by a vote of seventy-five (75%) percent of those qualified to vote and present at a given meeting or by proxy or written vote if applicable.
- (9) To adopt Rules and Regulations of the Association.
- (10) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium Project and to delegate to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board.
- (11) To enforce the provisions of the Condominium documents. The Association shall keep current copies of the approved Master Deed, all amendments thereto, and other Condominium Documents for inspection during reasonable working hours by Co-owners, prospective purchasers and prospective mortgagees of units.
- The Board of Directors may employ a management agent for the Association at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 4(a) of this Article I, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. Any service contract which may be established between the Association and the Developer or affiliates of the Developer, and any management contract with the Developer or affiliates of the Developer, is voidable by the Board of Directors of the Association on the date of the First Annual Meeting of Members or within ninety (90) days thereafter, and on thirty (30) days notice at any time thereafter for cause.
- (c) All of the actions, including, without limitation, the adoption of these Bylaws and any Rules and Regulations of the Association and any undertakings or contracts entered into with others on behalf of the Association of the First Board of Directors of the Association named in its Articles of Incorporation or any successors thereto elected by the Developer before the First Annual Meeting of Members, shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the members of the Association at the First or any subsequent Annual Meeting of Members so long as such actions are within the scope of the powers and duties which may be exercised by any Board of Directors as provided in the Condominium Documents.
- Section 5. The Association Bylaws shall provide the designation, number, terms of office, qualifications, manner of election, duties, removal and replacement of the officers of the Association and may contain any other provisions pertinent to

officers of the Association in furtherance of the provisions and purposes of the Condominium Documents and not inconsistent therewith. Officers shall serve without compensation.

Section 6. The First Annual Meeting of Members of the Association may be convened only by the Developer and may be called, in the Developer's discretion, at any time after fifty (50%) percent in number of the units of the Condominium Project have been sold and the purchasers thereof qualified as members of the Association. In no event, however, shall the First Annual Meeting be held later than one (1) year from the date of recording of the The Developer may call meetings of members of the Master Deed. Association for informative or other appropriate purposes prior to the First Annual Meeting of Members and no such meeting shall be construed as the First Annual Meeting of Members. The date, time and place of such meetings shall be set by the Board of Directors, and at least fifteen (15) days' written notice thereof shall be given to each Co-owner. Thereafter, an annual meeting shall be held each year on such date as is specified in the Association Bylaws.

ARTICLE II

ASSESSMENTS

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

Section 2. All costs incurred by the Association in satisfaction of any liability arising within, caused by or in connection with, the common elements or the administration of the Condominium Project shall be expenses of administration within the meaning of Section 54 of Public Act 59 of 1978; and all amounts received as proceeds of, or pursuant to, any policy of insurance carried by the Association securing the interests of the Co-owners against liability or losses arising within, caused by or connected with, the common elements or the administration of the Condominium Project shall be receipts of administration.

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

The Board of Directors shall establish an annual budget in advance for each fincal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. In addition to the foregoing allowance for contingencies and reserves, the Association shall budget for and maintain at all times a reserve fund for major repairs and replacement of common elements, in an amount equal to at least ten (10%) percent of the Association's current budget, or proposed budget, for expenses for the fiscal year. The funds contained in said reserve fund shall be used only for major repairs and replacement of common elements. Upon adoption of an annual budget by the Board of Directors, copies of said budget shall be delivered to each Co-owner and the assessment for said year shall be established, based upon said budget although the delivery of a copy of the budget to

each Co-owner shall not affect the liability of any Co-owner for any existing or future assessments. The minimum reserve fund for major repairs and replacement of common elements required by this Section may prove to be inadequate for a particular project. The Association should carefully analyze the Condominium Project to determine if a greater amount or percentage should be set aside, or if additional reserve funds should be established for other purposes. Should the Board of Directors, at any time determine, in the sole discretion of the Board of Directors, (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium Project, (2) to provide replacements of existing common elements, (3) to provide additions to the common elements not exceeding One Thousand (\$1,000.00) Dollars annually, or (4) in the event of emergencies, then, in any such events, the Board of Directors shall have the authority to expend such portions of the reserve funds for major repairs and replacement of common elements, as may be allocated for such purpose(s) and/or to replenish any reserve fund depleted by use of funds for such purposes, and to increase the general assessment or to levy such additional assessment or assessments as it shall deem necessary.

- Special assessments, in addition to those required (b) in (a) above may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to, (1) assessments for capital improvements for additions of a cost exceeding One Thousand (\$1,000.00) Dollars per year, (2) assessments for the purchase or lease of a unit, (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this Sub-Paragraph (b), but not including those assessments referred to in Sub-Paragraph 3(a) above which shall be levied in the sole discretion of the Board of Directors shall not be levied without the prior approval of the Co-owners pursuant to Article t, Section 4(a)(7).
- Special assessments other than those levied by the Board of Directors or by the Association and property taxes shall be assessed against the individual units identified as units in the Condominium Subdivision Plan and not on the total property of the project or any other part thereof, except for the year in which the Condominium Project was established subsequent to the tax day. Taxes and special assessments which become a then against the property in that year subsequent to the establishment of the Condominium Project shall be expenses of administration of the project and paid by the Co-owners as provided in Section 69 of the Act. The taxes and special assessments shall not be divided or apportioned on the tax roll, any provision of any law to the contrary notwithstanding. Special assessments and property taxes in any year in which the property existed as an established Condominium Project on the tax day shall be assessed against the individual unit, notwithstanding any subsequent vacation of the Condominium Project. Units shall be described for such purposes by reference to the unit number in the Condominium Subdivision Plan and the caption thereof together with the liber and page of the county records in which the approved Master Deed is recorded. Assessment for subsequent real property improvements to a specific condominium unit shall be assessed to that unit description only. For property tax and special assessment purposes each unit shall be treated as a separate single unit of real property and shall

not be combined with any other unit or units and no assessment of any fraction of any unit or combination of any unit with other units or fractions thereof shall be made, nor shall any division or split of the assessment or taxes of any unit be made, notwithstanding separate or common ownership thereof.

- (d) A mechanic's lien otherwise arising under Act No. 497 of the Public Acts of 1980, being Section 570.1101 to 570.1305 of the Michigan Compiled Laws, shall be subject to the following limitations:
 - (1) Except as provided in this Section, a mechanic's lien for work performed upon a unit or upon a limited common element may attach only to the unit upon which the work was performed.
 - (2) A mechanic's lien for work authorized by the Developer or principal contractor and performed upon the common elements may attach only to condominium units owned by the Developer at the time of recording of the statement of account and lien.
 - (3) A mechanic's lien for work authorized by the Association of Co-owners may attach to each unit only to the proportionate extent that the Co-owner of the unit is required to contribute to the expenses of administration as provided by the Condominium Documents.
 - (4) A mechanic's lien may not arise or attach to a unit for work performed on the common elements not contracted by the Developer or the Association of Co-owners.
 - No Co-owner shall allow any mechanic's lien to be made or filed against any unit owned by him. However, notwithstanding the foregoing, in the event a mechanic's lien shall be filed against a unit for work authorized by a Co-owner, within ten (10) days after receiving notice of such lien, the Co-owner shall discharge such lion either by payment of the indebtedness due the mechanic's lieu claimant or by filing a bond, as provided by statute, as security therefor. In the event the Co-owner shall fail to discharge such lien, the Association shall have the right to procure such discharge by filing such bond, or by taking such other action as it may deem appropriate, and the Co-owner shall be specifically assessed and shall pay within ten (10) days of such assessment, the cost of such bond, or other action. failure of the Co-owner to discharge the lien, or post the said bond, or repay the Association the cost of the action taken by it, within the time period specified hereinabove, the said unpaid cost, as assessed against the Co-owner, shall constitute a lien upon the unit or units owned by the Co-owner as of the time of the assessment. Action on said lien may be taken by the Association in the same manner as discribed in Article ff, Section 6 below.

Section 4. All assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in equal shares. Assessments shall be due and payable at such times as the Association shall determine, commencing with acceptance of a deed to a unit or with acquisition of fee simple title to a unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof,

is not paid to the Association in full on or before the due date for such payment. Assessments in default shall bear interest at the rate of seven (7%) percent per annum until paid in full. Each Co-owner shall be and remain personally liable for the payment of all assessments pertinent to his unit which may be levied while the Co-owner is the owner thereof.

Section 5. A Co-owner may not exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the common elements or by the abandonment of his unit.

Section 6. The amounts assessed to a Co-owner by the Association which are unpaid shall constitute a lien upon the unit or units owned by the Co-owner at the time of the assessment before other liens, except tax liens on the unit in favor of any state or federal taxing authority and amounts unpaid on a first mortgage of record, provided, however, that past due assessments which are evidenced by a notice of lien, recorded as set forth hereinbelow, have priority over a first mortgage recorded subsequent to the recording of the notice of lien. The lien upon each unit owned by the Co-owner shall be in the amount assessed against the unit, plus a proportionate share of the total of all other unpaid assessments attributable to units no longer owned by the Co-owner but which became due while the Co-owner had title to the units. The Association may enforce collection of delinquent assessments by suit at law for a money judgment or by forcclosure of the lien as follows:

- (a) A foreclosure proceeding shall be in the same manner as a foreclosure under the laws relating to foreclosure of real estate mortgages by advertisement or judicial action.
- (b) A foreclosure proceeding may not be commenced without recordation and service of notice of Lien in accordance with the following:
 - (1) Notice of lion shall set forth:
 - a) The legal description of the unit or units to which the lien attaches.
 - b) The name of the Co-owner of record thereof.
 - c) The amounts due the Association at the date of the notice, exclusive of interest, costs, attorney fees and future assessments.
 - (2) The notice of lien shall be in recordable torm, executed by an authorized representative of the Association and may contain other information as the Association may deem appropriate.
 - (3) The notice of lien shall be recorded in the Office of Register of Deeds of Livingston County and shall be served upon the Co-owner in default by first class mail, postage prepaid, addressed to the last known address of the Co-owner at least ten (10) days in advance of commencement of the foreclosure proceeding.
- (c) The Association may bid in at the foreclosure sale, and acquire, hold, lease, mortgage, or convey the unit.

- (d) An action to recover money judgments for unpaid assessments may be maintained without foreclosing or waiving the lien.
- (e) An action for money damages and foreclosure may be combined in one action.
- (f) A receiver may be appointed in an action for foreclosure of the assessment lien and may be empowered to take possession of the unit if the same is not occupied and to lease the unit and collect and apply the rental therefrom.
- (g) The expenses incurred in collecting unpaid assessments including interest, costs and attorney fees and advances for taxes or other liens, or discharge of same, paid by the Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien on his unit.
- (h) The Association may also discontinue the furnishing of any utilities or other services to a Co-owner in default upon seven (7) days written notice to such Co-owner of its intent to do so. A Co-owner shall not be entitled to vote at any meeting of the Association so long as such default continues.
- (i) Upon the sale or conveyance of a unit, all unpaid assessments against a condominium unit shall be paid out of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature except the following:
 - (1) Amounts due the state, or any subdivision thereof, or any municipality for taxes and special assessments due and unpaid on the unit.
 - (2) Payments due under a first mortgage having priority thereto.

A purchaser or grantee is entitled to a written statement from the Association setting forth the amount of unpaid assessments against the setter or granter and the purchaser or grantee is not liable for, nor is the unit conveyed or granted subject to a lien for any unpaid assessments against the setter or granter in excess of the amount set forth in the written statement. Unless the purchaser or grantee requests a written statement from the Association of Co-owners as provided in this Act, at least five (5) days before sale, the purchaser or grantee shall be liable for any unpaid assessments against the unit together with interest, costs, and attorney fees incurred in the collection thereof.

Section 7. The Developer shall be responsible for payment of the monthly assessments on all unsold units from the date of the first closing on any of the units.

ARTICLE III

ARBITRATION

- Section 1. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between Co-owners and the Association or between the Association and a management company, shall, upon the election and written consent of all of the parties to any such disputes, claims or grievances, and upon written notice to the Association, be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding. The Arbitration Rules of the American Arbitration Association shall be applicable to any such arbitration. Judgment upon any award made may be entered in any court of competent jurisdiction.
- Section 2. Neither a Co-owner, the Association or any management company shall be precluded from petitioning the courts to resolve any such desputes, claims or grievances.
- Section 3. The election by a Co-owner, the Association or a management company to submit any such dispute, claim or grievance to arbitration, shall preclude such parties from litigating such dispute, claim or grievance in the courts.

ARTICLE IV

INSURANCE

- Section 1. The Association shall carry fire and extended coverage, vandalism and malicious mischief and liability insurance, and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the common elements of the Condominium Project, and such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:
 - All such insurance shall be purchased by the Association for the benefit of the Association, and the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the Issuance of Certificates of Mortgagee Endomments to the mortgagees of Co-owners. Each Co-owner may obtain insurance coverage at his own expense upon his unit. It shall be each Co-owner's responsibility to obtain insurance coverage for his personal property located within his unit or elsewhere in the Condominium Project and for his personal liability for occurrences within his unit or upon limited common elements appurtenant to his unit, and also for alternative living expenses in the event of fire, and the Association shall have absolutely no responsibility for obtaining such coverages. Association and all Co-owners shall use their best efforts to see that all property and liability insurance carried by the Association or any Co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner.
 - (b) All common elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the maximum insurable replacement value, excluding foundation and excavation

costs, as determined annually by the Board of Directors. Such coverage shall also include interior walls within any unit and the pipes, wires, conduits and ducts contained therein and shall further include all fixtures, equipment and trim within a unit which were furnished with the unit as standard items in accordance with the plans and specifications thereof. Any improvements made by a Co-owner within his unit shall be covered by insurance obtained by and at the expense of such Co-owner; provided that, if the Association elects to include the improvements under its insurance coverage, any additional premium cost to the Association attributable thereto shall be assessed to and borne solely by such Co-owner.

- (c) All premiums upon insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.
- (d) The proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, and the Co-owners and their mortgagees, as their respective interests may appear; provided, however, whenever repair or reconstruction of the Condominium Project shall be required the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction.
- Section 2. Each Co-owner, by ownership of a unit in the Condominium Project, shall be deemed to have appointed the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, Liability insurance and workmen's compensation insurance, if applicable, pertinent to the Condominium Project, his unit and the common elements appurtenant thereto with such insurer as may, from time to time, provide such insurance for the Condominium Project. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Co-owners and respective mortgagees, as their interests may appear, to execute releases of liability and to execute all documents and to do all things on behalf of such Co-owner and the Condominium Project is shall be necessary or convenient to the accomplishment of the foregoing.

ARTICLE V

RECONSTRUCTION OR REPAIR

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

- (a) If the damaged property is a common element or a unit, the property shall be reconstructed or repaired if any unit in the Condominium is tenantable, unless it is determined that the Condominium Project shall be terminated.
- (b) If the property is so damaged that no unit is tenantable, the property shall not be reconstructed or repaired without the prior approval of seventy-five (75%) percent of those qualified to vote and present at a given meeting or by proxy or written vote if applicable.

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

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

Section 4. Each Co-owner shall be responsible for the reconstruction, repair and maintenance of the interior of his unit, including, but not limited to, floor coverings, wall coverings, window shades, draperies, interior walls, interior trim, furniture, light fixtures and all appliances, whether free standing or built-in. In the event damage to interior walls within a Co-owner's unit or to pipes, wires, conduits, ducts or other common elements therein is covered by insurance held by the Association, then the reconstruction or repair shall be the responsibility of the Association in accordance with Section 5 hereof. If any other interior portion of a unit is covered by insurance held by the Association for the benefit of the Co-owner, the Co-owner shall be entitled to receive the proceeds of insurance relative thereto and if there is a mortgagee endorsement, the proceeds shall be payable to the Co-owner and the mortgagee jointly.

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

Section 6. The following provisions shall control upon any taking by eminent domain:

- (a) If a unit is taken by eminent domain, the undivided interest in the common elements appertaining to the unit shall thenceforth appertain to the remaining units, being allocated to them in proportion to their respective undivided interests in the common elements. The court shall enter a decree reflecting the realtocation of undivided interests produced thereby, and the award shall include, without limitation, just compensation to the Co-owner of the unit taken for his undivided interest in the common elements as well as for the unit. After acceptance of the award, the Co-owner receiving same and his mortgagee shall be divested of all interest in the Condominium Project.
- (b) If portions of a unit are taken by eminent domain, the court shall determine the fair market value of the portions

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

- (c) If any portion of the common elements is taken by eminent domain, the award therefor shall be allocated to the Co-owners in proportion to their respective undivided interests in the common elements. The Association acting through its Board of Directors may negotiate on behalf of all Co-owners for any taking of common elements provided, however, any negotiated settlement shall not be binding on the Association unless the Co-owners unanimously approve the same.
- (d) If the taking of a portion of a unit makes it impractical to use the remaining portion of that unit for a lawful purpose permitted by the Condominium Documents, then the entire undivided interest in the common elements appertaining to that unit shall thenceforth appertain to the remaining units, being allocated to them in proportion to their respective undivided interests in the common elements. The remaining portion of that unit shall thenceforth be a common element. The court shall enter an order reflecting the reallocation of undivided interests produced thereby, and the award shall include just compensation to the Co-owner of the unit for the Co-owner's entire undivided interest in the common elements and for the entire unit.
- (e) Votes in the Association and Liability for Euture expenses of administration appertaining to a unit taken or partially taken by eminent domain shall thenceforth appertain to the remaining units being allocated to them in proportion to the relative voting strength in the Association. A unit partially taken shall receive a reallocation as though the voting strength in the Association was reduced in proportion to the reduction in the undivided interests in the common elements. Article V of the Master Deed shall be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-owners based upon the continuing value of the Condominium Project of 100%. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner.

ARTICLE VI

RESTRICTIONS

Section 1. No unit in the Condominium Project shall be used for other than single family residence purposes, except that

persons not of the same immediate family residing together may occupy a unit with written consent of the Board of Directors, which consent shall not be unreasonably withheld. The common elements shall be used only for purposes consistent with the use of single family residences. A family shall mean one person or a group of two or more persons related by bonds of consanguinity, marriage, or legal adoption.

Section 2. A Co-owner may lease his unit for the same purposes set forth in Section 1 of this Article VI and provided that notice of such lease transaction is given by the Co-owner to the Association pursuant to Section 13 hereof.

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

Section 4. No immoral, improper, unlawful or offensive activity shall be carried on in any unit or upon the common elements, limited or general, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium Project, nor shall any unreasonably noisy activity be carried on in any unit or in the common elements. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his unit or on the common elements anything that will increase the rate of insurance on the Condominium Project and each Co-owner will pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition.

No animals, except one cat or one dog shall Section 5. **bo** maintained by any Co-owner unless specifically approved in writing by the Association. No animal may be kept or bred for any commercial purpose and all animals permitted shall have such care and restraint so as not to be obnoxious or offensive on account of noise, oder or unsanitary conditions. No animal may be permitted to run loose at any time upon the common elements and any animal shall at all times be attended by some responsible person while on the common elements, limited or general. No savage or dangerous animal shall be kept and any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium Project shall indemnify and note harmless the Association for any loss, damage or liability which the Association may sustain as a result of the presence of such animal on the premises, whether or not the Association has given its permission therefor. Deposits of feeal matter shall be made only in those areas, if any, specifically designated for such purpose by the Association. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accomodating animals within the Condominium Project. The Association may, without liability to the owner thereof, remove or cause to be removed any animal

from the Condominium Project which it determines to be in violation of the restrictions imposed by this Section. The Association shall have the right to require that all animals be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper.

Section 6. The Association may adopt Rules and Regulations regarding the storage of supplies, personal property, refuse and other materials in the common elements, both limit and general. Trash receptacles shall be maintained in areas designated therefor at all times and shall not be permitted to remain elsewhere on the common elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. The common elements shall not be used in any way for the drying, shaking, or airing of clothing or other fabrics. In general, no activity shall be carried on nor condition maintained by a Co-owner either in his unit or upon the common elements, which detracts from the appearance of the Condominium Project.

Section 7. Sidewalks, yards, landscaped areas, driveways, roads, parking areas, porches, hallways, stairs and lobbies shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended. Use of the recreational facilities in the Condominium Project, if any, may be limited to such times and in such manner as the Association shall determine by duly adopted Rules and Regulations.

Section 8. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, snowmobiles or snowmobile trailers may be parked or stored upon the premises of the Condominium Project, unless parked in an area specifically designated therefor by the Association or in the garage owned by a Co-owner. Commercial vehicles and trucks shall not be parked in or about the Condominium Project unless while making deliveries or pickups in the normal course of business.

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

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

Section 11. Reasonable Rules and Regulations consistent with the Act, the Master Deed and these Bylaws, concerning the use of the common elements may be made and amended from time to time by the Board of Directors of the Association. All copies of such Rules and Regulations and amendments thereto shall be furnished to all Co-owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each Co-owner.

Section 12. The Association or its duly-authorized agents shall have access to each unit from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as

may be necessary for the repair, replacement or maintenance of any of the common elements. The Association or its agents shall also have access to each unit at all times without notice as may be necessary to make emergency repairs to prevent damage to the common elements or to another unit. It shall be the responsibility of each Co-owner to provide the Association means of access to his unit during all periods of absence and in the event of the failure of such Co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to his unit caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

A Co-owner, including the Developer, intend-Section 13. ing to rent or lease a unit, shall disclose that fact in writing to the Association at least twenty-one (21) days before leasing the unit and shall supply the Association with a copy of the exact lease form for its review for compliance with the Condominium Documents. If the Developer proposes to rent Condominium units before the transitional control date, it shall notify each Co-owner in writing. A Co-owner, excluding the Developer, intending to sell a unit, or any interest therein, shall notify the Association in the manner Tenants or nonco-owner occupants shall provided in this Section. comply with all of the conditions of the Condominium Documents and all leases and rental agreements shall so state. If the Association determines that the tenant or nonco-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

- (a) The Association shall notify the Co-owner by certified mail advising of the alleged violation.
- (b) The Co-owner shall have fifteen (15) days after receipt of the notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.
- (c) If after fitteen (15) days, the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or nonco-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or nonco-owner occupant for breach of the conditions of the Condominium Documents. The relief set forth in this sub-paragraph may be by summary proceeding. The Association may hold both the tenant or nonco-owner and Co-owner liable for any damages in connection with the unit.
- (d) When a Co-owner is in arrearage to the Association for assessments, the Association may give written notice of the arrearage to a tenant or nonco-owner occupying a Co-owner's unit, and the tenant or nonco-owner after receiving the notice shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association.
- (e) A Co-owner intending to sell a unit, or any interest therein, shall give written notice of such intention at least twenty-one (21) days before the closing of such sale, delivered to the Association at its registered office and shall furnish the name and address of the intended purchaser and the time, date and place of the proposed closing. This notice requirement shall not apply to a public or private sale held pursuant to foreclosure of a first mortgage on any unit; nor shall said

notice requirement apply to a subsequent sale by the holder of a first mortgage who has acquired title to a unit by purchase at a sale pursuant to foreclosure of the first mortgage held by it on such unit. Developer shall not be subject to these requirements with respect to an initial sale by it of any unit following establishment of the Condominium Project.

Section 14. No Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the common elements without first obtaining the written approval of the Association.

Section 15. No unsightly condition shall be maintained upon any patio or porch and only furniture and equipment consistent with ordinary patio or porch use shall be permitted to remain.

Section 16. Each Co-owner shall maintain his unit and any limited common elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the common elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other elements in any unit which are appurtenant to or which may affect any other unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the common elements by him, or his family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association in which case there shall be no such responsibility, unless reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount. Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

Article VI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the sales period as hereinafter defined, or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation and Bylaws as the same may be amended from time to time. For the purposes of this Section, the sales period shall be deemed to continue so long as Developer owns any unit which it offers for sale. Until all units in the Condominium Project are sold by the Developer, the Developer shall have the right to maintain a sales office, a business office, model units, storage areas, reasonable parking incident to the foregoing and such access to, from and over the Condominium Project as may be reasonable.

ARTICLE VII

MORTGAGES

Section 1. Any Co-owner who mortgages his unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information. The Association may, at the written request of a mortgagee of any such unit, report any unpaid assessments due from the Co-owner of such unit.

Section 2. The Association shall notify each mortgagee appearing in said book of the name of each company insuring the Condominium Project against fire, perils covered by extended

coverage, and vandalism and malicious mischief and the amounts of such coverage.

Section 3. If a mortgagee of a first mortgage of record or other purchaser of a unit obtains title to the unit as a result of foreclosure of the first mortgage, such mortgagee or purchaser, its successors and assigns, is not liable for the assessments by the Association chargeable to the unit which became due prior to the acquisition of title to the unit pursuant such foreclosure. The unpaid assessments are deemed to be common expenses collectible from all of the Co-owners, including such mortgagee or purchaser, its successors and assigns.

ARTICLE VIII

AMENDMENTS

- Section 1. Amendments to these Bylaws may be proposed by the Board of Directors acting upon the vote of the majority of the Directors or by one-third or more in number of the members or by instrument in writing signed by them.
- Section 2. Upon such amendment being proposed, a meeting for consideration of the same shall be fully called in accordance with the provisions of the Association Bylaws.
- Section 3. These Bylaws may be amended for a proper purpose by the Developer, or its successors or assigns, or by the Association, without consent of Co-owners, mortgagees, and other interested parties as long as the Michigan Department of Commerce determines that the amendments do not materially after or change the rights of the Co-owners, mortgagees, or other interested parties.
- purpose, by the Developer or its successors or assigns, or by the Association, even if the amendment will materially after or change the rights of the Co-owners, mortgagees or other interested parties with the approval of the Michigan Department of Commerce and the consent of two-thirds (2/3) of the votes of the Co-owners. A Co-owner's unit dimensions or appurtenant limited common elements may not be modified without his consent. Co-owners and mortgagees of record shall be notified of proposed amendments before filing with the Michigan Department of Commerce.
- Section 5. A person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment except for amendments based upon a vote of a prescribed majority of Co-swhers, the costs of which are expenses of administration.
- Section 6. Prior to the First Annual Meeting of Members, these Bylaws may be amended by the First Board of Directors upon proposal of an amendment by the Developer without approval from any person other than the Michigan Department of Commerce to increase or decrease the size of the Board of Directors of the Association, and to make such other amendments to these Bylaws as shall not increase or decrease the benefits or obligations or materially alter or change the rights of the Co-owners, mortgagees or other interested parties.

Section 7. Any amendment to these Bylaws shall become effective upon approval of the same by the Michigan Department of Commerce and recording of such amendment in the office of the Register of Deeds of Livingston County.

Section 8. A copy of each amendment to these Bylaws shall be furnished to every member of the Association after adoption.

ARTICLE IX

COMPLIANCE

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

ARTICLE X

DEFINITIONS

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

ARTICLE XI

REMEDIES FOR DEFAULT

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

- (a) Failure to comply with any of the terms or provisions of the Condominium becoments shall be grounds for relief, which may include, without intending to limit the same, an action to recover amounts due for damages, injunctive relief, foreclosure of lien, or any combination thereof, and which relief may be sought by the Association, or, if appropriate, by an aggrieved Co-owner or Co-owners.
- (b) In any proceeding arising because of an alteged default by a Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees, (not limited to statutory fees) as may be determined by the Court, but in no event shall any Co-owner be entitled to recover such attorney fees.
- (c) The violation of any of the provisions of the Condominium Documents shall also give the Association the right, in addition to the rights set forth above, to enter upon the common elements, limited or general, or into any unit, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents:

Section 2. The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provisions, covenant or condition in the future.

Section 3. All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative and the exercise of any one or more of same shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

ARTICLE XII

SEVERABILITY

In the event that any of the terms, provisions, or covenants of these Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants thereof or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

RECORDED

LIVINGSTON COUNTY CONDOMINIUM
SUBDIVISION PLAN NO.
EXHIBIT B TO THE MASTER DEED OF
HARTLAND HILLS CONDOMINIUM
HARTLAND TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

Aug 18 11 55 AM'82

MANCY HAVILAND REGISTER OF DEEDS LIVINGSTON COUNTY, MYCH. THE CONSIDERATION OF CONTROL OF THAN MINERA WASTREE TO SUBSTREE TO A SUBSECTION OF SUBSTREE TO HAVE A MANABER HAS BEEN ASSISTED TO THIS PROJECT, IT MUST BE PROFERLY SHORN IN THE TITLE AND THE SURVEY-BLAN, SHEET 2.

ATTACK CONTRACT OF A TAKE

QEVELQEER:

FIRST PREPIRE SWINGER AND LOWN MESTELLTION OF LIVINGSRIN -311 E. GRAND RIVER AVENUE howell. Michigan 42543 SURVEYOR:

RGSKELLY, JEKABSON B ASSOC. 888 SHELDON ROAD FLYMDUTH, MICHIGAN 4817;

LEG LOESGRIFTION:

FART OF THE NORTHEAST ! OF SECTION 16, TOWN 3 MORTH, RANGE & EAST, HARTLAND TORNSHIF. LIVINGSTON COURTY, WICHIGAN, MCRE FARTICULARLY DESCRIBED AS BEGINNING AT A FOIRT ON THE EAST LINE OF SECTION 16. DISTANT SOUTH JE DEGREE 38 MINUTES 30 SECONDS EAST 613.13 FEET FROM THE NORTHEAST CORNER OF SECTION 16, TOWN 3 WORTH, RANGE & EAST, AND PROCEEDING THENCE ALONG THE EAST LINE OF SECTION 16, JOUTH 31 DEGREE 38 MINUTES 33 SECONDS EAST 368.25 FEET, THENCE NORTH 88 DEGREES 33 MINUTES 33 SECONDS WEST 709.00 FEET: THENCE SOUTH 31 DEGREE 39 WINUTES 30 SECONDS EAST 160.42 FEET; THENCE HGRTH BB DEGREES 52 WINDLES DG SECONDS WEST 581.93 FEET: THENCE ALONG THE EAST LINE OF "HARTLAND HILLS" AS RECGROED IN LIBER 9 OF FLATS ON FAGI 17. LIVINGSTON COUNTY RECGRDS, NORTH 31 DEGREE 21 WINUTES 33 SECORDS WEST 475.65 FEET; THENCE SGUTH 88 DEGREES 23 MINUTES 43 SECONDS EAST 589.71 FEET: THENCE WORTH 31 DEGREE 18 WINUTES 20 SECONDS WEST 57.64 FEET; THENCE SOUTH BB DEGREES 37 WINUTES 33 SECONDS EAST 732.82 FEET TO THE FOIRT OF BEGINNING. CONTAINING 12.2875 ACRES. SUBJECT TO THE RIGHTS OF THE FUBLIC AND OF ANY GOVERNMENTAL UNIT IN ANY FART THEREOF USED. TAKEN OR DEEDED FOR STREET, RGAD OR HIGHWAY PURPOSES. SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

Mill:

- 1. THE FARE
- 2. SURVEY FLAN
- 3. BITLITY FLAN
- 4. SHE feat
- 5. FIRST FLOOR FLAN FOR UNITS 1 THRU 2.
- 3. CRGSS SCOTTONIA-4 AND 8-8 FOR UNITS 1-16 AND 21-24.
- 7. CRESS SECTION AND AND AND AND UNITS IT THRU 20
- 8. FRONT AND LEFT ELEVATION FOR UNITS 1 THRU 24
- 3. REAR AND RIGHT ELEVATION FOR UNITS 1 THRU 24



APPROVED

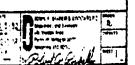
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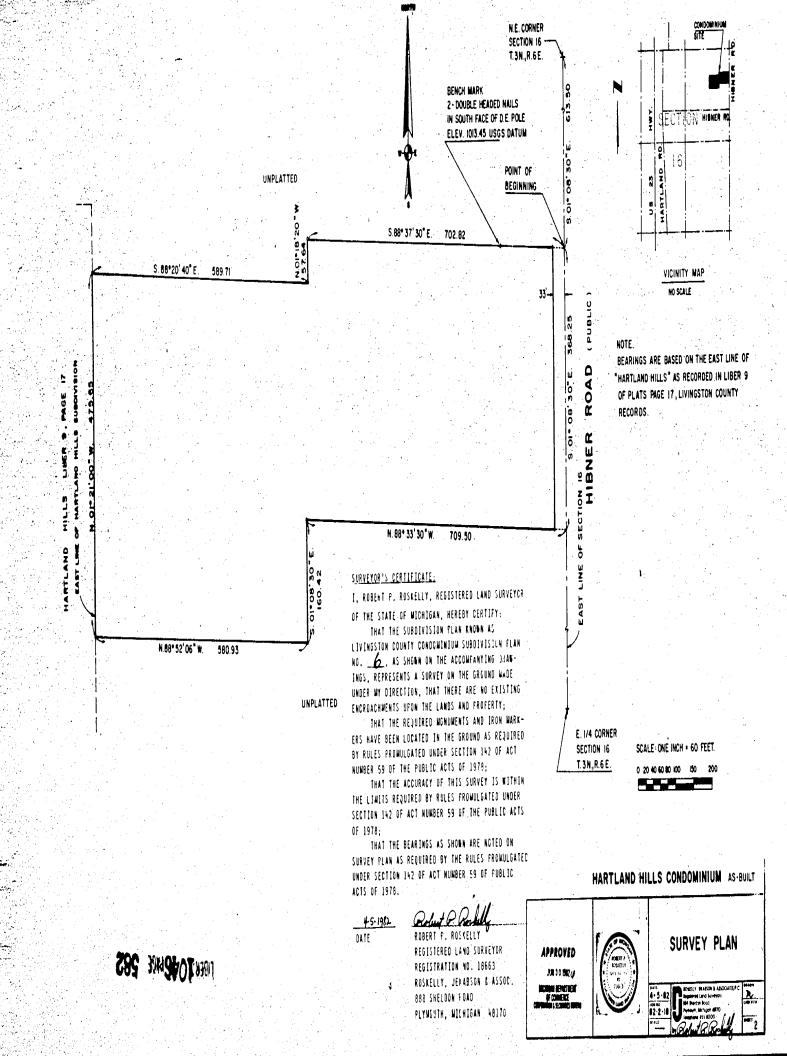
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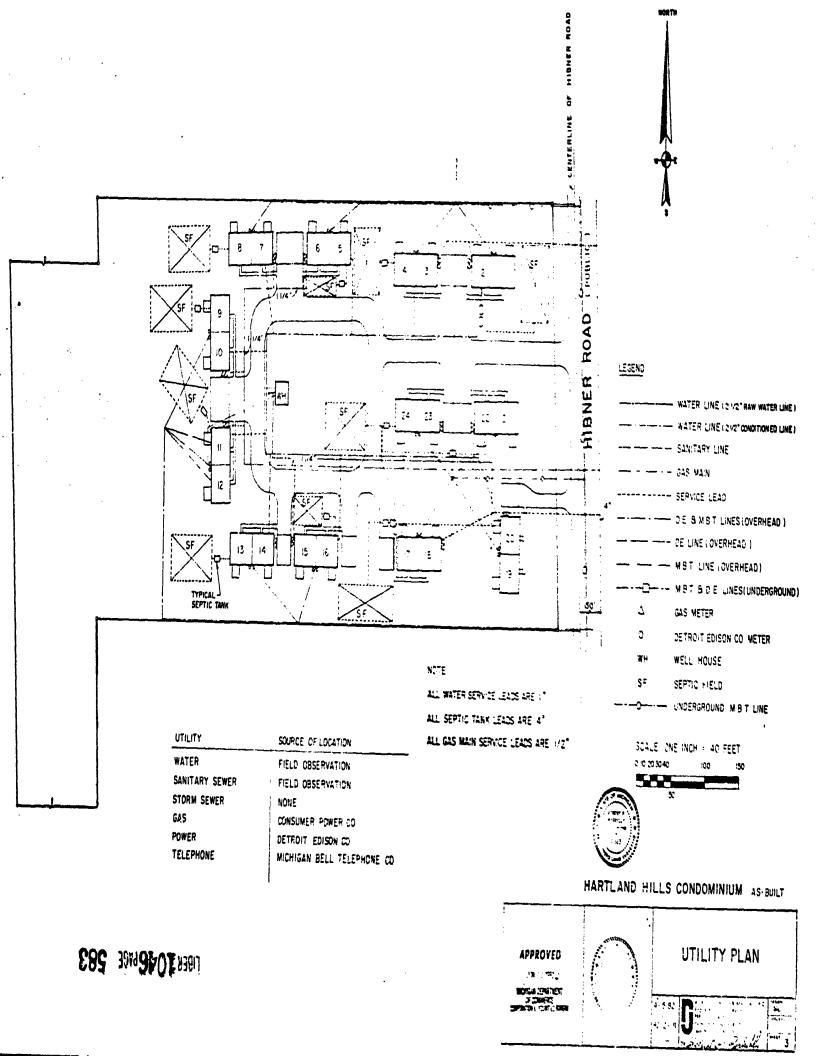


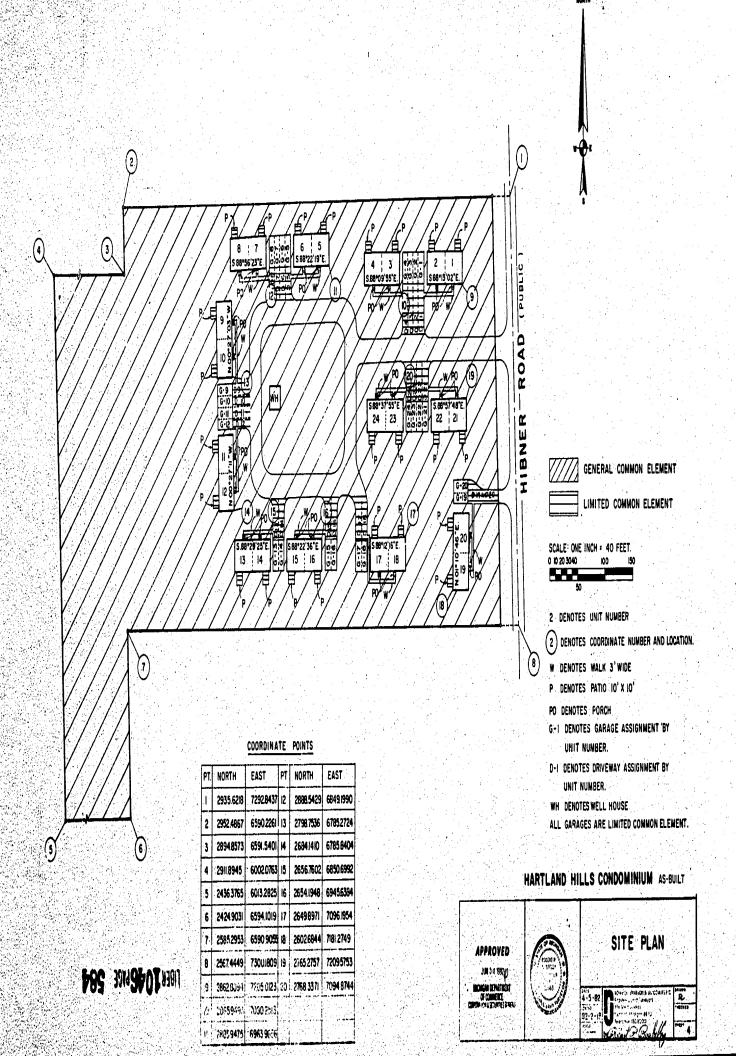
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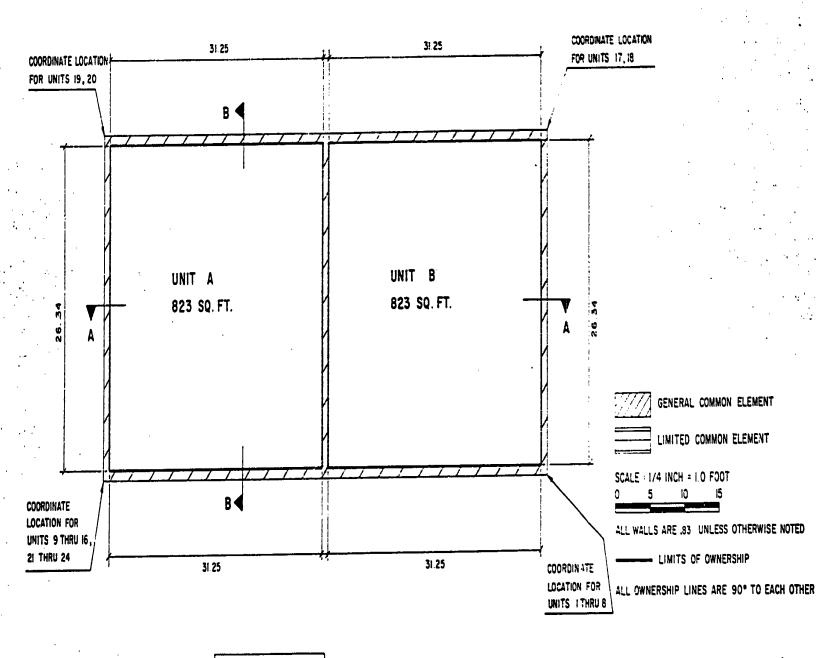


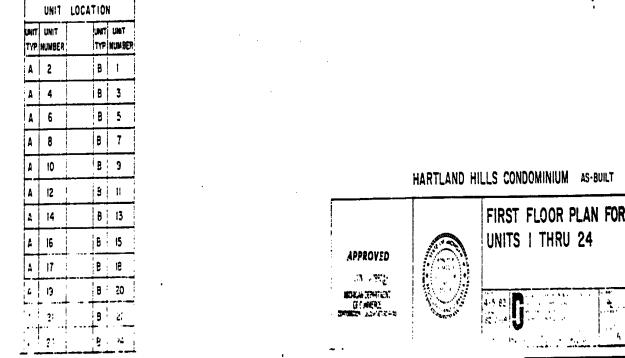
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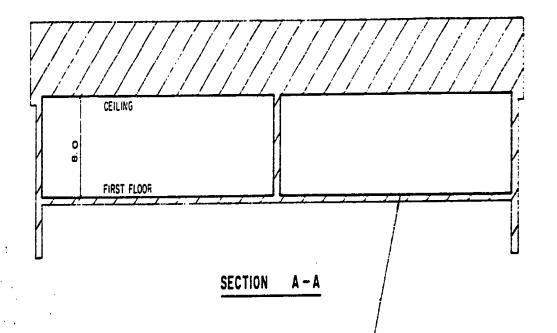








CIBER 1 O SPANOE 585



FIRST FLOOR ELEVATIONS FOR

UNITS 1,2 : 1011 95

UNITS 3,4 : 10:041

UNITS 5.6 + 100933

UNITS 7,8 : 1908 00

UNITS 9,10 : 100536

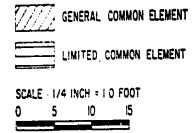
UNITS 11,12 + 1001 II

UNITS 13,14 + 1001 ft

UNITS 15.16 = 1002 14

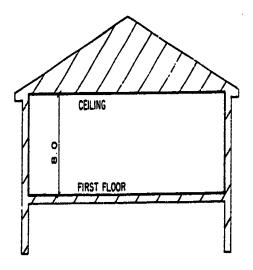
UNITS 21,22 = 1008 38

"UNITS 23,24 : 1006 14



LIMITS OF OWNERSHIP

ALL OWNERSHIP LINES ARE 90° TO EACH OTHER



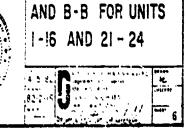
SECTION B-B

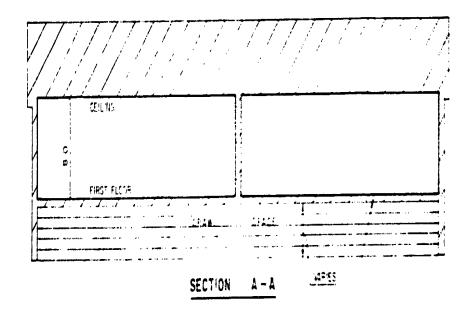
CROSS SECTION A - A

APPROVED

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985 3849\$0T8381





PRIST FLOOR ELEVATION FOR UNITS 17, 18 = 1004 59

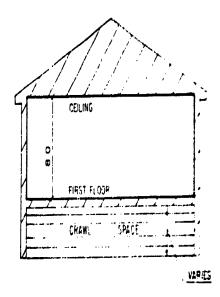
UNITS 19,20 : 1006 94

GENERAL COMMON ELEMENT

SCALE 1/4 INCH = 1 0 F00T 0 5 10 15

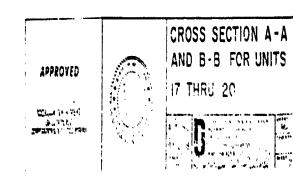
LINITS OF OWNERSHIP

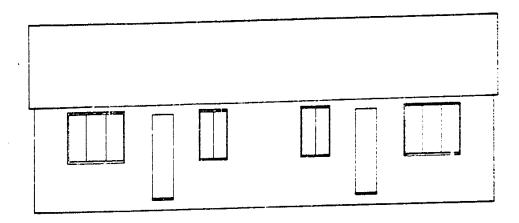
ALL OWNERSHIP LINES ARE 90° TO EACH OTHE



SECTION B-B

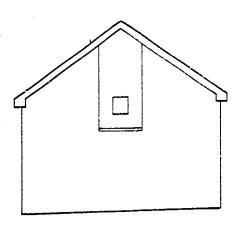
HARTLAND HILLS CONDOMINIUM AS-BUILT





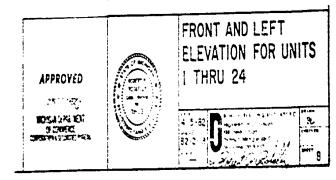
FRONT ELEVATION

SCALE : 1/4 INCH = 1 0 FOOT 0 5 10 15



LEFT ELEVATION

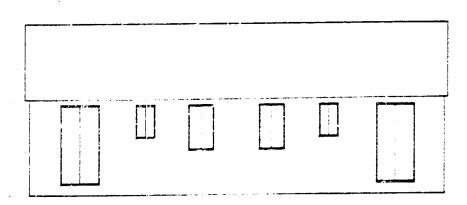
HARTLAND HILLS CONDOMINIUM AS-BUILT



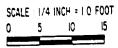
886 3046 46 ABOL 8380

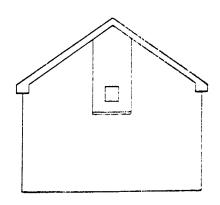
AUG 18 11 55 14'82

NANCY HAVILAND REGISTER OF DEEDS INVINOSTON DOUNT!, MICH.



REAR ELEVATION





RIGHT ELEVATION

HARTLAND HILLS CONDOMINIUM AS-BUILT

