

OAKLAND COUNTY REGISTER OF DEEDS

2014 SEP 26 PM 12:36

OAKLAND COUNTY TREASURERS CERTIFICATE  
HEREBY CERTIFY that there are no TAX LIENS or TITLES held by the state or any individual against the within description and all TAXES on same are paid for five years previous to the date of this Instrument as appears by the records in the office except as stated.

191166  
LIBER 47468 PAGE 147  
\$175.00 MISC RECORDING  
\$4.00 REINUMENTATION  
10/03/2014 10:28:23 A.M. RECEIPT# 97845  
PAID RECORDED - OAKLAND COUNTY  
LISA BROWN, CLERK/REGISTER OF DEEDS

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OCT 03 2014

ANDREW E. MEISNER, County Treasurer  
Sec. 135, Act 206, 1893 as amended

ORCHARD HILLS NORTH  
MASTER DEED

1.80  
2.40 07986

This Master Deed is made and executed on this 23rd day of September, 2014, by Mirage Development, LLC, a Michigan limited liability company (hereinafter "*Developer*"), whose address is 45380 West 10 Mile Road, Suite 135, Novi, Michigan 48375, represented by its manager who is authorized to act, and pursuant to the provisions of the Michigan Condominium Act, being Act 59 of the Public Act of 1978, as amended.

BACKGROUND

This Master Deed is made based upon the following underlying facts and circumstances:

- A. Developer is the owner of the real property particularly described in Article II hereof; and
- B. Developer desires by recording this Master Deed, together with the Condominium Bylaws attached hereto as Exhibit "A" and 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 residential site condominium project under the provisions of the Act.

NOW, THEREFORE, the Developer does upon the recording hereof, establish Orchard Hills North as a Condominium Project under the Act and does declare that Orchard Hills North (hereinafter referred to as the "*Condominium*," the "*Project*" or the "*Condominium Project*"), shall after such establishment be hold, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits "A" and "B" hereto, all of which shall be deemed to bind and 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, personal representatives, administrators and assigns. In furtherance of the establishment of said Condominium Project, it is provided as follows:

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ARTICLE I  
TITLE AND NATURE

The Condominium Project shall be known as "Orchard Hills North," Oakland County, Subdivision Plan No. 2051 the City of Novi, State of Michigan.

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OAKLAND COUNTY REGISTER OF DEEDS

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PAID CO. TREAS.

The Condominium Project shall consist of twelve (12) distinct building sites, each of which is intended for separate ownership and use and shall be known as a Unit. Each Unit shall consist of only the land within the Unit boundaries as delineated on the Condominium Subdivision Plan attached hereto as Exhibit "B," and shall be used only for residential purposes. Each Co-Owner will hold title to his or her Unit and to any residential building or other improvements constructed within the Unit. All residences and improvements to be constructed within the Unit shall be known as a "Condominium Home" and shall comply with the Developer's Architectural and Building Specifications and Use Restrictions set forth in the Detail Article VIII of the Condominium Bylaws attached hereto as Exhibit "A," as well as the conditions and restrictions imposed by the City of Novi as set forth in its site plan approval.

The Units contained in the Condominium, including the number, boundaries, dimensions and area of each Unit therein, and the designation of Common Elements as General Common Elements or Limited Elements are set forth completely in the Condominium Subdivision Plan attached hereto as Exhibit "B." Each Co-Owner in the Condominium Project shall have an exclusive right to his or her Unit and shall have undivided and inseparable rights to share with other Co-Owners of the Common Elements of the Condominium Project as are designated by the Master Deed. Each Unit is suitable for individual use, having its own entrance from and exit to a Common Element and/or public roadway within the Condominium Project.

## **ARTICLE II** **LEGAL DESCRIPTION**

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

PART OF THE NORTHEAST 1/4 OF SECTION 26, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 26, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE ALONG THE NORTH LINE OF SAID SECTION 26 ALSO BEING THE CENTERLINE OF TEN MILE ROAD (93' WIDE), N.90°00'00"W. 1330.58' TO THE POINT OF BEGINNING, THENCE IN PART ALONG THE WESTERLY LINE OF "ORCHARD HILLS" SUBDIVISION. AS RECORDED IN LIBER 86, OF PLATS, PAGE 40, OAKLAND COUNTY RECORDS, S. 00°00'00"E, 350.00'; THENCE N.90°00'00"W., 135.00'; THENCE S.00°00'00"E., 115.00'; THENCE N.90°00'00"W., 751.00'; THENCE N.00°00'00"E., TO THE SAID NORTH LINE OF SECTION 26 ALSO BEING THE CENTERLINE OF TEN MILE ROAD (93' WIDE), 465.00'; THENCE ALONG THE SAID NORTH LINE OF SECTION 26 AND SAID CENTERLINE OF TEN MILE ROAD. N.90°00'00"E., 886.00' TO THE POINT OF BEGINNING CONTAINING 9.10 ACRES.

Tax Parcel No. (50)-22-26-201-006

This Master Deed is subject to all covenants, restrictions and easements of record and all governmental restrictions, including all restrictions imposed by the City of Novi.

## **ARTICLE III** **DEFINITIONS**

Certain 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 lot limitation, the Articles of

Incorporation, Corporate Bylaws, Rules and Regulations of Orchard Hills North Homeowner's Association, Inc., a Michigan nonprofit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in the Condominium Project, these terms are set forth below and shall be defined as follows:

A. The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended: MCL 559.101 et seq.; MSA 26.50(101) *et seq.*

B. "Advisory Committee" shall mean the committee of non-developer Co-Owners established in accordance with Section 52(1) of the Act, being MCLA 559.152. which shall be established for the purpose of facilitating communication and aiding the transition of control from the Condominium Project Board of Directors to the Association of Co-Owners. The Advisory Committee shall cease to exist when a majority of the Board of Directors of the Association of Co-Owners is elected by the non-developer Co-Owners.

C. "Builder" shall mean either Mirage Development, LLC, or its successor. The Builder shall be responsible for the construction and development of all Units and General Common Elements.

D. "Association" means Orchard Hills North Homeowner's Association, Inc. which is a nonprofit corporation organized under Michigan law of which all Co-Owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium. Any action required of, or permitted to, the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

E. "City of Novi" means the City of Novi, a Michigan municipal corporation, and its successors, assigns and transferees.

F. "Common Elements" where used without modification, shall mean both the General and Limited Common Elements described in Article IV hereof.

G. "Common Expenses" shall mean the expenses or financial liabilities for the operation of the Common Elements which are the obligation of the Association. The Common Expenses include:

- (1) Expenses of administration, maintenance, repair or replacement of the General Elements.
- (2) Expenses declared to be Common Expenses by this Master Deed or by the Act.
- (3) Expenses agreed upon as Common Expenses by the Association.
- (4) Such reasonable reserves as may be established by the Association, whether held in trust or by the Association, for repair, replacement or an addition to the Common Elements or any other real or personal property acquired or held by the Association.

H. "Condominium Bylaws" means Exhibit "A" hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-Owners and required by Section 3(8) of the Act to be recorded as part of the Master Deed.

I. "Condominium Documents" wherever used means and includes this Master Deed and Exhibits "A" and "B" hereto, the Articles of Incorporation, Bylaws and Rules and Regulations, if any, of the

Association, and any other instrument referred to in the Master Deed or Bylaws which affects the rights and obligations of a Co-Owner in the Condominium as same may be amended from time to time.

J. "Condominium Home" means all residences and improvements constructed within a Unit. All Condominium Homes within a Unit shall be owned by the Owner of the Unit.

K. "Condominium Premises" means and includes the land and the buildings, all improvements and structures, if any, thereon, and all easements, rights and appurtenances belonging to Orchard Hills North as described above.

L. "Condominium Project," "Condominium," "Development," or "Project" means Orchard Hills North as a Condominium Project established in conformity with the provisions of the Act.

M. "Consolidating Master Deed" shall mean the final amended Master Deed which shall describe Orchard Hills North as a completed Condominium Project and shall reflect the entire land area of the Condominium Project and all Units and Common Elements therein. Such Consolidating Master Deed when, and if, recorded in the office of the Oakland County Register of Deeds shall supersede any previously recorded Master Deed for the Condominium and all amendments thereto.

N. "Condominium Subdivision Plan" means the drawings and information attached hereto as Exhibit "B."

O. "Construction and Sales Period" means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any Unit which it offers for sale.

P. "Co-Owner" or "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity whether one or more persons or entities or combination thereof who owns, or are purchasing from the Developer on land contract which are not in default, as the case may be, one or more Units in the Condominium Project. The term "Owner," wherever used, shall be synonymous with the term "Co-Owner."

Q. "Conservation Easement" means the Conservation Easement as shown on Exhibit "B" to be recorded with Oakland County Records. The Conservation Easement requires the wetlands and woodlands delineated in Exhibit "B" (the "Easement Areas") shall be perpetually preserved and maintained in their natural and undeveloped condition and prohibits disturbance of the woodlands, wetlands and/or vegetation, and open space within the Easement Areas, including altering the topography of; placing fill material in; dredging, removing or excavating soil, minerals, or trees, and from constructing or placing any structures on; draining surface water from; or plowing, tilling, cultivating, or otherwise altering or developing, and/or constructing, operating, or maintaining any use or development in the Easement Areas. Open Space and any amenities therein shall be preserved in the condition required by the approved site plan for Orchard Hills North.

R. "Developer" shall mean Mirage Development, LLC, who has made and executed this Master Deed and its successors and assigns.

S. "First Annual Meeting" means the initial meeting of the Co-Owners at which non-Developer Co-Owners are permitted to vote for the election of all Directors and upon all other matters which may properly be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after 50% of the Units which may be created are sold, or (b) mandatorily after (i) the expiration of 54 months from the date of the first Unit conveyance or (ii) 75% of all Units which may be created or sold, whichever occurs first.

T. "General Common Element" shall mean all real and personal property which the Association now and hereafter owns or otherwise holds for the common use and enjoyment of all Owners other the Limited Common Elements.

U. "Improvements" means any construction, structure, fixture, or facilities existing or to be constructed on the Condominium Premises, including, but not limited to, buildings, trees and shrubbery, paving, utility wires, pipes and poles.

V. "Limited Common Elements" means a portion of the Common Elements reserved for this Master Deed for the exclusive use of less than all of the Co-Owners, as more particularly described in Article IV B hereof.

W. "Majority of Unit Owners" shall mean the Owners representing more than fifty (50%) percent of the votes in the Association.

X. "Mortgage" shall mean and refer to a permanent or construction mortgage, a deed of trust, a deed to secure debt, or any other form of security deed, including any collateral security documents executed in connection therewith.

Y. "Mortgagee" shall mean and refer to a beneficiary or holder of a first Mortgage.

Z. "Mortgagor" shall mean and refer to any person or entity who gives a Mortgage.

AA. "Mortgage," "Mortgagor," and "Mortgagee" where used herein shall include, where applicable, "land contract," "land contract vendee," and "land contract vendor," respectively.

BB. "Percentage of Value" shall mean the percentage assigned to each Condominium Unit in this Master Deed. The Percentage of Value for all in the Project shall total 100%. Percentages of Value shall be determinative only with respect to those matters to which they are specifically deemed to relate either in the Act or in the Condominium Documents. Percentages of Value for each Condominium Unit are assigned in Article V.

CC. "Transitional Control Date" means the date on which a Board of Directors of the Association of Co-Owners takes office pursuant to an election in which the votes which may be cast by eligible Co-Owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

DD. "Unit" or "Condominium Unit" each mean that portion of the Condominium Project designed and intended for separate ownership and use as described in Exhibit "B" hereto. Unless otherwise stated, a Unit shall not include any Condominium Home or other improvements constructed by the Co-Owner within the perimeter of a Unit.

Whenever any reference herein is made to on 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 Commons Elements of the Project (depicted in Exhibit "B" attached hereto) and the respective responsibilities for maintenance, decoration, repair or replacement thereof are as follows:

A. **General Common Elements.** The General Common Elements are:

- (1) The land and beneficial easements, if any, described in Article II hereof, including roads, sidewalks, porches, yards, play areas, gardens, outdoor structures, ponds, wetlands, woodlands, mitigation areas, buffers, landscaped open space, amenities, General Common Element fencing and signage, and parking spaces not identified as Limited Common Elements, if any, but excluding that portion of same located within Units as designated in Exhibit "B" hereto.
- (2) The electrical wiring network throughout the Project up to the point of entry to each Condominium Unit.
- (3) The telephone wiring network throughout the Project up to the point of entry to each Condominium Unit.
- (4) The gas line network throughout the Project up to the point of entry to each Condominium Unit.
- (5) The water distribution system throughout the Project up to the point of entry to each Condominium Unit.
- (6) The storm drainage system throughout the Project. The storm drainage system includes, but is not limited to all detention or retention ponds and sedimentation basin within the Condominium.
- (7) The outdoor water sprinkling system, if any, utilized to water the General Common Elements throughout the Condominium.
- (8) Street and site lighting throughout the Project, if any, including all wiring fixtures, posts and meters, excluding any exterior lighting within a Unit.
- (9) The cable television transmission system and security system, if any, as installed throughout the Condominium up to the point of entry to each Condominium Unit.
- (10) The telecommunications system, if any, as installed up to the point of entry of each Condominium Unit.
- (11) All elements of the Project designated as General Common Elements in Exhibit "B" to this Master Deed.
- (12) Any mailbox stand or structure (but not an individual mailbox receptacle for use by a Co-Owner) erected outside the boundaries of a Unit and intended for use by multiple Co-Owners.
- (13) Such other elements, devices, or installations of the Condominium not herein designated as General or Limited Common Elements which are not installations enclosed within the boundaries of a Unit, and which are of common use or necessary to the existence, upkeep, and safety of the Condominium Project.

Some or all of the utility lines, systems (including mains and service leads) and equipment and the cable television system and security system described above may be owned by the local public

authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment and the cable television system shall be General Common Elements only to the extent of such interest, if any.

Subject to the provisions of this Master Deed, every Owner shall have for himself or herself, his or her family, tenants and guests, a nonexclusive easement of access, ingress, egress, use and enjoyment of, in and to the General Common Elements and such easements shall be appurtenant to and shall pass with title to every Unit in the Condominium Project.

**B. Limited Common Elements.** The Limited Common Elements of a Unit, which shall be limited in use to the Owners of such Unit or Units, or their designee, shall to the extent depicted in Exhibit "B" include, but not be limited to the following:

- (1) All sidewalks and walkways within a Unit shall be Limited Common Elements of such Unit, excluding the sidewalk which runs throughout the Condominium Project and is designated a General Common Element in Exhibit "B."
- (2) The driveway approach, if any, leading from the roadway servicing all of the Units to the point of entry to each individual Unit shall be a Limited Common Element of the Unit of Units serviced by these driveways as designated in Exhibit "B."
- (3) Each mailbox and mailbox stand assigned to a particular Unit erected outside the boundaries of a Unit, if any, shall be Limited Common Elements of the Unit to which it is assigned, unless Unit mailboxes are required to be located in a central location within the Project, in which case only the individual mail receptacle within the mailbox station shall be a Limited Common Element.
- (4) Any other structures or improvements within a Unit, not otherwise specifically designated a General Common Element and servicing a particular Unit including but not limited to utility lines and connections shall be Limited Common Elements of such Unit.

**C. Responsibilities for Maintenance and Utilities.** The Association shall maintain, repair and replace all of the General Common Elements. It is anticipated that a separate Condominium Home will be constructed within each Unit depicted in Exhibit "B" hereto, the Condominium Subdivision Plan. Except as otherwise expressly provided in this Section, the responsibility for maintenance, decoration, repair and replacement of any condominium Home and all fixtures and attachments within a Unit, provided, however, that the exterior appearance of such Condominium Homes and appurtenant Limited Common Elements shall be subject at all times to the approval of the Developer during the Construction and Sales Period and thereafter to the sole approval of the Association and subject to reasonable aesthetic and maintenance standards prescribed by the Association in duly adopted rules and regulations. In connection with any amendment made by the Developer pursuant to Article VII hereof, Developer may designate additional Limited Common Elements that are to be maintained, decorated, repaired and replaced either at the Co-Owner's expense or at the expense of the Association.

The Developer prior to the transitional date and Association thereafter shall have the authority and responsibility, at its expense, to operate, maintain, repair, manage and improve the General Common Elements in the Condominium. The Developer and/or Association shall have the responsibility to preserve and maintain all storm water detention and retention facilities and all private roadways and walkways, including driveways and stub streets which are located within the Condominium to ensure that the same continue to function as intended. The Developer and/or Association shall also have the responsibility to preserve and maintain all wetland, woodland and landscaped open space within the

Common Areas. The Developer and/or Association shall establish a regular and systematic program of maintenance for the Common Areas to ensure that the physical condition and intended function of such areas and facilities shall be perpetually preserved and/or maintained.

In the event that the Developer and/or Association shall at any time fail to carry out the responsibilities specified above, and/or in the event of a failure to preserve and/or maintain such areas or facilities in reasonable order and condition the City may serve written notice upon the Developer and/or Association setting forth the deficiencies in maintenance and/or preservation. The notice shall also set forth a demand that the deficiencies be cured within a stated reasonable time period and the date, time and place of the hearing before the City Council, or such other Council, body or official delegated by the City Council for the purpose of allowing the Developer and/or Association to be heard as to why the City should not proceed with the maintenance and/or preservation which has not been undertaken. At the hearing, the time for curing the deficiencies and the hearing itself may be extended and/or continued to a date certain. If, following the hearing the City Council, or other body or official designated to conduct the hearing shall determine that maintenance and/or preservation have not been undertaken within the time specified in the notice, the City shall thereupon have the power and authority but not obligation to enter upon the property, or cause its agents or contractors to enter upon the property and perform such maintenance and/or preservation as reasonably found by the City to be appropriate. The cost and expense of making and financing such maintenance and/or preservation, including cost of notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in the amount of 25% of the total of all costs and expenses incurred shall be paid by the Developer and/or Association and such amount shall constitute a lien on an equal pro rata basis as to all Units. The City may require the payment of such monies prior to the commencement of work. If such costs and expenses have not been paid within 30 days of a billing to the Developer or Association, all unpaid amounts may be placed on the delinquent tax roll of the City pro rata as to each Unit and shall accrue interest and penalties and shall be collected as and shall be deemed delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit initiated against the Developer or Association and in such event the Developer and/or Association shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

The respective responsibilities for the maintenance, decoration, repair and replacement of certain Common Elements, certain mechanical devices and for the payment of utility bills are as follows:

(1) Driveways, Roadways, Entranceways and Sidewalks. All driveways, roadways and sidewalks located on the Condominium Premises, excluding driveways, roads and sidewalks within a Unit or the Limited Common Elements appurtenant to a Unit shall remain part of the General Common Elements of the Condominium to be maintained and repaired by the Association until such time as dedicated to and accepted by the City of Novi, and, except as otherwise provided herein shall be cleaned, maintained, repaired and replaced by the City of Novi. However, the City of Novi has no obligation whatsoever to accept dedication of these Common Elements and in the absence of such acceptance by the City of Novi the obligation to repair and maintain the aforesaid Common Elements shall be borne solely by the Association. All driveways, roadways and sidewalks within a particular Unit shall be cleaned, maintained, repaired and replaced at the sole expense of the Co-Owner of such Unit. The entrance areas, including all signage, lighting, electrical fixtures, sprinkler system, and meters that serve the entrance area shall be General Common Elements which shall be cleaned, maintained, repaired and replaced by the Association.

(2) Rubbish Removal System. All rubbish removal systems, if any, for the Project shall be maintained, repaired and replaced by the Association as an expense of Administration.



(3) Landscaping. The Association shall be responsible for the maintenance, repair and replacement of the lawns, trees, shrubbery, and landscaping existing or installed by the Association within the General Common Elements of the Project. All lawns, trees, shrubbery and landscaping located in the General Common Elements shall be trimmed regularly and if diseased or dead shall be replaced with similar landscape material as soon as practicable. All lawns, trees, Shrubbery and landscaping located within a Unit or an area designated as a Limited Common Element shall be maintained, repaired, and replaced by the Co-Owner within whose Unit such lawns, trees, shrubbery and landscaping are located or as to which they are Limited Common Elements. The use of fertilizers, pesticides and herbicides are absolutely prohibited in all areas within fifty (50) feet of wetlands, streams, creeks or rivers located within the Condominium Project.

(4) Utilities. Each Co-Owner shall be responsible for payment of the utilities attributable to his or her Unit or Condominium Home.

(5) Mailboxes. If a central mailbox is erected in the Condominium Project for the Co-Owners' receipt of mail, the entire mail stand or structure, including individual mail receptacles, shall be maintained, repaired and replaced by the Association.

(6) Storm Drainage System. The Condominium will contain certain storm drainage, detention and/or retention facilities, including but not limited to, a retention/detention/sedimentation basin, for the collection, conveyance, storage, treatment and/or discharge of storm water from the Condominium in accordance with the approved site plans, and all applicable ordinances, laws and regulations.

The Developer and the Association are required to perpetually preserve, maintain, and repair all storm drainage, detention and retention facilities, including all wetlands which are part of the system, to insure that the same continue to function as intended. The Storm Drainage System shall be subject to the terms and conditions of the Storm Drainage Facility Maintenance Easement between the Developer and the City of Novi, to be recorded with the Oakland County Register of Deeds, setting forth, more specifically, the maintenance obligations of the Developer and/or Association with respect to the Stormwater Drainage System within the Condominium.

(7) Other. Except as provided above, the cost of maintaining, decorating, repairing and replacing all General Common Elements shall be borne by the Association, except to the extent of maintenance, repair or replacement due to the act of or neglect of a Co-Owner or his agent, guest, invitee, family member or pet, for which such Co-Owner shall be wholly responsible. Each Unit Owner shall reimburse the Association for any damages to any other Unit of Condominium Home caused intentionally, negligently or by his or her failure to properly maintain, repair, or make replacements to his or her Unit or to those Limited Common Elements for which he or she is responsible pursuant this Article IV. Any damage caused negligently or intentionally by a Unit Owner or the Association to the Common Elements or to a Unit or Condominium Home (excluding the home of the Co-Owner whose acts caused the damage) shall be the responsibility of the party causing the damage to repair.

## ARTICLE V

### UNIT DESCRIPTION, PERCENTAGE OF VALUE AND INTEGRITY OR UNITS

A. Unit Description. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Orchard Hills North as prepared and attached hereto as Exhibit "B". Each Unit shall consist of the land contained within the Unit boundaries as shown in Exhibit "B" hereto and delineated with heavy outlines. All Condominium Homes and improvements shall be constructed within Unit boundaries unless expressly approved otherwise in writing by the

Developer during the Construction and Sales Period, and thereafter by the Association. All driveways and sidewalks to be constructed by a Co-Owner outside his or her Unit boundaries must be approved in writing by the Developer during the Construction and Sales Period and, thereafter, by the Association prior to the commencement of their construction. The construction of Condominium Homes and other improvements within a Unit is subject to the restrictions set forth in this Master Deed, the Condominium Bylaws, and the applicable ordinances and codes of the City of Novi.

**B. Percentage of Value.** The percentage of Value assigned to each Unit as set forth in this Article shall be determinative of the proportionate share of each respective Co-Owner in the proceeds and expenses of the Association (except as provided in Article IV (c) above) and the value of such Co-Owner's vote at meetings of the Association and the undivided interest of the Co-Owner in the Common Elements. The total percentage of Value of the Condominium is 100%. **An equal Percentage of Value shall be allocated to each Unit, irrespective of the comparative characteristics of each Unit.** All common expenses shall be assessed against all Units in accordance with their Percentage of Value.

The Percentage of Value allocated to each Unit may be changed only with the unanimous consent of all Co-Owners expressed in an amendment to this Master Deed, duly approved and recorded, except as otherwise provided herein.

**C. Consolidation or Subdivision of Units.** No Co-Owner may consolidate any two or more Units into a lesser number of Units and no Co-Owner may subdivide any Unit or Units into a larger number of Units.

## **ARTICLE VI EASEMENTS**

**A. Easement for Maintenance of Encroachments.** In the event any portion of a Condominium Home 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, Developer, for itself, its successors and assigns declares that every Owner shall have a perpetual reciprocal easement for the continuance of any such encroachment by his or her Condominium Home for so long as such encroachment exists and for maintenance thereof after rebuilding in the event of any destruction so that any such encroachment may remain undisturbed so long as the Condominium Homes is in existence. There shall be easements to, through and over those portions of the land, structures, Condominium Homes, improvements and walls (including the interior walls of a Condominium Home) contained therein for the continuing maintenance and repair of all utilities in the Condominium. One of the purposes, but not the sole purpose, of this provision is to clarify the right of Co-Owners to maintain structural elements and fixtures which project into the Common Elements surrounding each Unit, notwithstanding their projection beyond Unit boundaries.

**B. Easement for Maintenance of Condominium Exteriors and Limited Common Element Areas, and Other Matters.** There will be easements to and in favor of the Association and its officers, directors, agents and designees (and/or the Developer during the Construction and Sales Period), in, on and over all Units and their appurtenant Limited Common Element areas and Common Elements in the Project for access to the Units to permit the maintenance, decoration, repair and replacement thereof in accordance with the provisions hereof and in accordance with the terms hereinafter set forth. Each such easement shall be limited in size and use to the extent necessary for the Association to perform its obligations under this Master Deed and the Condominium Bylaws. Each Co-Owner shall, in the first instance, be responsible for decoration, maintenance, repair and replacement of the Condominium Home constructed within his or her Unit. In the even such Co-Owner fails to maintain the same in accordance with the standards imposed by the Association its duly authorized Architectural Control Committee and

the Condominium Documents, however, the Association or Developer shall have the right (but not obligation) to enter upon the Units and the Limited Common Elements appurtenant thereto and perform any required decoration, maintenance, repair or replacement and assess the costs thereof to the pertinent Co-Owner in accordance with the provisions of Article V of the Bylaws, including the right to levy against Co-Owner a special assessment for such expenses. Further, a lien for non-payment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

**C. Access by Utility Companies and Damage Caused.** Utility companies and governmental units furnishing services such as water, sanitary sewer, storm sewer, electricity, cable television, gas, oil, and telephone shall have access to the Common Elements and the Units as may be reasonable for the installation, repair or maintenance of such services. Any costs, including damage to the Limited Common Elements incurred in the installation, maintenance or repair of such services designates as General Common Elements or Limited Common Elements shall in the first instance be the obligation of the utility company or governmental unit providing such installation, repair or maintenance and if not paid by such entity shall be an expense of administration to be paid by the Association. Any costs including damage to the General or Limited Common Elements incurred in the installation, repair or maintenance of service to an individual unit which is the responsibility of the Co-Owner of such Unit, shall be paid by the Co-Owner of the Unit to which the service is provided.

**D. Access for Repairs.** No Co-Owner shall, in any way, restrict access to any of the common utilities or utility distribution systems, or any other Common Element that must be accessible to service any Unit or Condominium Home. Should access to any of these facilities be required, the Association may remove any coverings or attachments that restrict such access and will have no responsibility for repairing or replacing any materials that are damaged in the course of gaining such access. There shall be easements to, as may be reasonable, for the installation, maintenance and repair of the utilities necessary to the Condominium Project. Such easements shall be limited in size and use necessary to reasonably effect service to such utilities or utility distribution systems or any other Common Element.

**E. Easements for Maintenance, Repair and Replacement.** The Developer, the Association and all public or private utilities shall have such easements as may be necessary over the Condominium Premises, including all Units and Common Elements to fulfill any responsibilities of maintenance, warranty work, repairs, decoration or replacement, or for the purpose of making improvements which they or any of them are required or permitted to perform under the Condominium Documents and for the purpose of doing all things reasonably necessary and proper in connection therewith, including the right to store equipment and materials on the Common Elements and the right to control all such work and repairs, and the right of access thereto until completion. These easements include, without any implication or limitation, the right of the Developer and the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls and valves, lighting and other Common Elements located within any Unit or its appurtenant Limited Common Elements and the right to convey utility drainage easements to public utilities, municipalities, and the State of Michigan, riparian owners or adjacent landowners to complete construction for the Project. Such easements shall be limited in size and use necessary to reasonably perform the services set forth in this paragraph.

**F. Grant of Easements by Developer.**

(1) Roadway and Walkway Easements. Developer reserves for the benefit of itself, its successors and assigns, and all future owners of the Condominium Premises or any portion or portions thereof, an easement for the unrestricted use of all roads and walkways in the Condominium as depicted in the Condominium Subdivision Plan attached hereto as Exhibit "B" for the purpose of ingress and egress to and from the Units and all or any portion of the property described in Article II.

(2) Utility Easements. Developer also reserves for the benefit of itself, its successors and assigns, and all future owners of the Condominium Premises or any portion or portions thereof, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in or upon the Condominium Premises, including, but not limited to, water, gas, telephone, electric, cable television, storm and sewer mains. In the event the Developer, its successors and assigns utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium Premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement. All expenses of maintenance, repair and replacement of the utility mains described in this Article shall be borne by the Association pursuant to Article IV.

The Developer reserves the right at any time during the Construction and Sales Period, and the Association shall have the right thereafter, to grant easements for utilities over, under and across the Condominium Premises to appropriate governmental agencies or public utility companies and to transfer title of utilities to state, county or local governments. Any such easement or transfer of title may be conveyed by the Developer without the consent of any Co-Owner, Mortgagee or other persons and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit "B" hereto, 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 to effectuate the foregoing easement or transfer of title.

(3) Conservation Easements. "Conservation Easement" means the Easement granted to the City for the purpose of enforcing perpetual preservation and maintenance of certain wetland and woodland areas located within the Condominium Project. Those certain wetland and woodland areas and the buffer areas thereto described and depicted on Exhibit "B" are hereby made subject to the terms, conditions and provisions contained in that certain Conservation Easement to be recorded in the Oakland County Records, the area of the Conservation Easement are also depicted in Exhibit "B." Developer reserves the right to amend this Master Deed to incorporate the terms of said Conservation Easement following its execution and recording in the Oakland County Records. The Conservation Easement requires perpetual preservation of the wetlands and woodlands and the contiguous buffer areas in accordance with the terms and conditions of the wetland and woodland permits for the Condominium Project and all applicable City Ordinances. The wetland, woodland and buffer areas should be preserved in their natural condition, and there shall be no disturbance of the areas, including altering the topography of: placing fill material in; dredging, removing or excavating soil, minerals, or trees, or from construction or placing any structures on draining surface water from; or plowing, tilling, cultivating, or otherwise altering or developing, and/or constructing, operating and/or maintaining any use or development in the Easement Areas.

**G. Grant of Easement by Association.** 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 Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium subject, however, to the approval of the Developer so long as the Construction and Sales Period has not expired.

**H. Telecommunications Agreements.** The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Construction and Sales Period, shall have the power to make or cause to be made such installations and/or grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements, and to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any Telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber fees shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

**I. Dedication.** The Developer reserves the right at any time prior to the Transitional Control Date to dedicate to the public a right-of-way of such width as may be required by the local public authorities over any or all roadways in Orchard Hills North shown as General Common Element on Exhibit "B." Any such right-of-way dedications 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 Exhibit "B" hereto, recorded in the Oakland 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 to effectuate the foregoing right-of-way dedication. Developer shall further provide an easement for access over and through the Condominium Project by emergency service providers, governmental service providers and public utilities, which easement may terminate at the time the roads are dedicated to and accepted by the City or other appropriate governmental agency.

## **ARTICLE VII** **AMENDMENTS**

This Master Deed and any Exhibit hereto may be amended as provided in the Act with the consent of 66 2/3% of the Co-Owners, except as hereinafter set forth.

**A. Material Change Affecting Mortgagees.** Whenever an amendment will materially alter or change the rights of Mortgagees generally, then such amendments shall require the approval of not less than 66 2/3% of all Mortgagees or record. A Mortgagee shall have one vote for each mortgage held. A "material" alteration shall be defined as any modification affecting:

- (1) Assessments, assessment liens or subordination or assessment liens;
- (2) Voting rights;
- (3) Reserves for maintenance, repair and replacement and Common Elements;
- (4) Responsibility for maintenance and repairs;
- (5) Reallocation of interests in the General Common Elements or Limited Common Elements, except that when Limited Common Elements are reallocated by

agreement between Unit Owners, only those Unit Owners and Mortgagees holding Mortgages in such Units must approve such action;

- (6) Convertibility of Units into Common Elements or Common Elements into Units;
- (7) Insurance;
- (8) Leasing of Units or Condominium Homes within Units;
- (9) Restoration or repair of the Condominium Premises after a hazard damage or partial condemnation in a manner other than specified herein;
- (10) Imposition of a restriction on a Co-Owner's right to sell or transfer his or her Unit; and
- (11) The benefits of Mortgagees.

**B. Developer's Right to Make Changes.** Notwithstanding any contrary provisions of this Master Deed or the Bylaws, Developer reserves the right, during the Construction and Sales Period, to amend materially this Master Deed or any of its exhibits for any of the following purposes:

- (1) To correct arithmetic errors, typographical errors, survey or plan errors, deviations in construction or any similar errors in the Master Deed, Condominium Subdivision Plan or Condominium Bylaws or to correct errors in the boundaries or locations of improvements;
- (2) To clarify or explain the provisions of the Master Deed or its exhibits;
- (3) To comply with the Act or rules promulgated thereunder or with any requirements of any governmental or quasi-governmental agency or any financing institution providing or proposing to provide a mortgage on any Unit or to satisfy the title requirements of any title insurer insuring or proposing to insure title to any Unit;
- (4) To make, define or limit easements affecting the Condominium Premises;
- (5) To record an "as-built" Condominium Subdivision Plan or a Consolidating Master Deed, or to designate any improvements shown on the Plan as "must be built", subject to any limitations or obligations imposed by the Act;

Except as otherwise provided herein, the foregoing amendments may be made without the consent of Co-Owners or Mortgagees. The rights reserved to Developer herein may not be amended except by or with the consent of Developer.

**C. Amendments Requiring Consent of Each Affected Co-Owner and Mortgagee.** Notwithstanding any other provision of this Article VII, the value of the vote of any Co-Owner and the corresponding proportion of common expenses assessed against such Co-Owner shall not be modified without the written consent of such Co-Owner and his or her Mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent, and any provision relating to the ability or terms under which a Co-Owner may rent a Unit or Condominium Home within a Unit, may not be modified without the consent of each affected Co-Owner and Mortgagee. No Unit dimension may be modified in

any material way without the consent of the Co-Owner and Mortgagee of such Unit nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the Co-Owner and Mortgagee of any Unit to which the same are appurtenant.

**D. Amendments Requiring Consent of Developer.** Article VI and this Article VII shall not be amended nor shall the provisions thereof be modified by any other amendment to this Master Deed without the written consent of the Developer so long as the Developer continues to offer any Unit in the Condominium for sale. No easements created under the Condominium Documents may be modified or obligations with respect thereto varied without the consent of each Owner benefited thereby.

**E. City of Novi Approval of Certain Amendments.** Notwithstanding anything in this Master Deed or Bylaws, there shall be no amendment or termination of Article IV (C) and/or Article V, Section (F)(3) of the Master Deed, or any other provision which affects or limits the rights of the City of Novi as provided within the Master Deed, Exhibit "B" or Bylaws, without first obtaining City of Novi's review and approval of any such amendment.

## **ARTICLE VIII** **SIGNS AND SALES FACILITIES**

The Developer and its duly authorized agents, representatives, and employees reserve the right to maintain offices, signs and other facilities in the Condominium on any unsold Unit as may reasonably facilitate development and sale of Units in the Condominium Project. Developer shall pay all costs related to the use of such facilities while owned by Developer. The Developer reserves the right to post signs, advertising, and displays in the Common Elements to promote sales of Units and Condominium Homes and to conduct general sales activities in a manner that will not unreasonably disturb the rights of Unit Owners and shall fully restore such Common Elements upon Developer's cessation of such use. This right to utilize the Common Elements shall continue until the Developer has conveyed all Units in the Condominium Project to owners other than the Developer.

## **ARTICLE IX** **USE OF PREMISES**

No Co-Owner shall use his or her Unit, Condominium Home or the Common Elements in any manner inconsistent with the purposes of the Condominium or in any manner which will interfere with or impair the rights of any other Co-Owner in the use and enjoyment of his or her Unit, Condominium Home or the Common Elements and every Co-Owner shall comply with the restrictions set forth in Condominium Bylaws for Orchard Hills North. No immoral, improper, offensive or unlawful use may be made of any Unit, Condominium Home or Common Elements and Unit Owners shall comply with all applicable laws and regulations.

## **ARTICLE X** **LEASING AND USE OF CONDOMINIUM UNITS**

The Developer reserves the right to lease one or more Condominium Units and Condominium Homes in accordance with the provisions of Section 112 of the Act, and without limitation as to the term of occupancy. All Condominium Units and Condominium Homes are restricted exclusively to single family residential use. Except as otherwise provided in Article VIII hereof, no industry, business, trade, or commercial activities, other than home professional pursuits without employees shall be conducted in any part of a Unit or Condominium Home, or on the Condominium Premises.

**ARTICLE XI**  
**ASSIGNMENT**

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents of Bylaws, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, maybe be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the Office of the Oakland County Register of Deeds.

**ARTICLE XII**  
**RECREATIONAL AREAS OR OTHER AMENITIES**

There are no recreational facilities located in the Condominium Development.

**ARTICLE XIII**  
**TERMINATION OF PROJECT**

If there is no Co-Owner other than the Developer, the Developer, with the consent of any interested Mortgagee and the fee simple title holder to the real property comprising the Project, may unilaterally terminate the Condominium Project or amend the Master Deed. A termination or amendment pursuant to this Article 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 upon the agreement of the Developer and unaffiliated Co-Owners and Mortgagees of Condominium Units to which eighty percent (80%) of the votes in the Association appertain, and the fee simple owner of the real property comprising the Condominium Project. 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 ratification thereof, and the termination shall become effective only when the agreement is so evidenced of record. Following termination of the Condominium Project, the rights of the Co-Owners shall be provided in Section 51 of the Act, as amended.

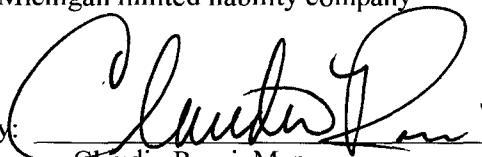
**ARTICLE XIV**  
**REQUIRED CONSTRUCTION**

The Condominium Project established pursuant to this initial Master Deed consists or twelve (12) Units, as designated in Exhibit "B." All such Units must be built.

During the Construction and Sales Period, all construction plans for a Condominium Home to be built within a Unit shall be approved prior to the commencement of construction by an Architectural Control Committee appointed pursuant to the Bylaws. Thereafter, all construction plans for a Condominium Home to be built within a Unit shall be approved by the Association prior to the commencement of construction. Both the Architectural Control Committee and the Association shall have the right to approve a variety or architectural types of Condominium Homes.

**Mirage Development, LLC**  
a Michigan limited liability company

By: \_\_\_\_\_

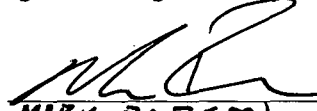


Claudio Rossi, Manager



STATE OF MICHIGAN }  
                              } SS  
COUNTY OF OAKLAND }

On this 23<sup>RD</sup> day of SEPTEMBER, 2014, the foregoing Master Deed was acknowledged before me by Claudio Rossi, Manager of Mirage Development, LLC.

  
MARK PAULSON Notary Public  
OAKLAND County, Michigan

My Commission Expires 6/3/2018

**DRAFTED BY AND WHEN RECORDED  
RETURN TO:**

Lawrence P. Swistak  
Swistak & Levine, P.C.  
30445 Northwestern Highway, Suite 140,  
Farmington Hills, Michigan 48334

**EXHIBIT "A"**

**CONDOMINIUM BYLAWS**

EXHIBIT "A"

ORCHARD HILLS NORTH HOMEOWNERS' ASSOCIATION, INC.  
CONDOMINIUM BYLAWS

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ARTICLE I  
ASSOCIATION OF CO-OWNERS

**Section 1. Purpose.** Orchard Hills North, a site residential condominium located in the City of Novi, County of Oakland, State of Michigan (hereinafter referred to as the "**Condominium Project**," "**Condominium**," or "**Project**," shall be administered by an Association of Co-owners which shall be a nonprofit corporation hereinafter referred to as the "**Association**," organized under the applicable laws of the State of Michigan and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium in accordance with the Master Deed, these Bylaws, the Articles of Incorporation, Corporate Bylaws and duly adopted rules and regulations of the Association (all of which documents are hereinafter referred to as the "**Condominium Documents**"), and the laws of the State of Michigan. These Bylaws shall constitute the Bylaws referred to in the Master Deed and required by Section 3(9), 53 and 54 of the Michigan Condominium Act MCL 559.101 *et. seq.* (the "**Act**") and the Bylaws provided for under the Michigan Nonprofit Corporation Act. The term "**Co-owner**" shall mean a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof that owns, or is purchasing on a land contract which is not in default, as the case may be, one or more Units in the Condominium Project. The term "**Owner**," wherever used, shall be synonymous with the term "Co-owner." 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 or her Unit; hence, no Co-owner shall be entitled or permitted to receive any refund or compensation from the Association for any cash or other asset of the Association based upon such Co-owner's attributable share of any reserve, sinking fund or other account. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project available at reasonable hours to Co-owners, prospective purchasers, mortgagees and prospective mortgagees of Units in the Condominium Project. All Co-owners in the Condominium 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 Association and Voting.** Membership in the Association and voting by members of the Association shall be in accordance with the following provisions:

- (a) Each Co-owner shall be a member of the Association and no other person or entity shall be entitled to membership.
- (b) The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged, or transferred in any manner except as an appurtenance to his Unit in the Condominium.
- (c) The Co-owner(s) of each Unit shall be entitled to one vote for each Condominium Unit owned, regardless of the number of Co-owners for each separate Unit. When more than one person

owns an interest in a Unit, all such persons shall be members and the vote of such Unit shall be exercised as they, among themselves, determine and designate to the Association, but in no event shall more than one vote be cast with respect to any such Unit. No Co-owner shall have the right to vote at any meeting of the Association unless all dues and assessments applicable to that Co-owner's Unit have been paid in full as of the date of the meeting.

- (d) No Co-owner shall be entitled to vote at any meeting of the Association until he or she has presented a deed or other evidence of ownership of a Unit in the Condominium to the Association. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in subsection (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, address and telephone number of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Co-Owner, and the name, address and telephone number 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 at the time and place designated in these Bylaws. Other meetings shall be held as provided for in these Bylaws. Notice of time, place and subject matter of all meetings, as provided in these Bylaws, shall be given to each Co-owner by mailing same to each individual representative designated by the respective Co-owners. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as the date, time and place where the meeting is to be held, upon each Co-owner of record, at least 10 days but not more than 60 days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the records required to be filed with the Association by Article I, Section 2(e) of these Bylaws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, shall be deemed due notice.
- (g) The presence in person or by proxy of thirty-three (33%) percent 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 provided herein to require a great quorum. The written absentee ballot of any person furnished at or prior to any duly called meeting at which meeting said persons 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 ballot is cast. If any meeting of Co-owners cannot be held because a quorum is not in attendance, the Co-owners who are present may adjourn the meeting to a date and time not less than 48 hours after the original meeting was called.
- (h) Votes may be cast in person or by proxy or by a written absentee ballot duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies

and any absentee ballots 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 in the Master Deed or herein, shall consist of more than fifty (50%) percent of those qualified to vote and present in person or by proxy (or absentee ballot, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein the requisite affirmative vote may be required to exceed the simple majority hereinabove set forth and may require a designated percentage of all Co-owners.
- (j) Any action which may be taken at a meeting of the members (except for the election or removal of Directors) may be taken at a meeting by written ballot of the members. Ballots shall be solicited in the same manner as provided for notice of a meeting provided in Article I, Section 2(f) above. Such solicitations shall specify (i) the number of responses needed to meet the quorum requirements; (ii) the percentage of approvals necessary to approve the action; and (iii) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt, within the time period specified in the solicitation, of (x) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (y) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

**Section 3. Books of Account.** The Association shall keep detailed books of account in chronological order showing all expenditures and receipts of administration, which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts and all other non-privileged Association records shall be open for inspection by the Co-owners, their attorneys, accountants, mortgagees and authorized agents during reasonable working hours. The Association shall prepare and distribute to each Co-owner at least annually a financial statement. The contents of which shall be kept in accordance with generally accepted accounting principles. The books of account shall be audited at least annually by qualified independent auditors: provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual audited financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefor. The costs of any such audit and any accounting expenses shall be expenses of administration. The Association shall also maintain on file current copies of the Master Deeds for the Condominium, any amendments thereto and all other Condominium Documents and shall permit all Co-owners, their attorneys, accountants and authorized agents, prospective purchasers and existing and prospective mortgagees of Condominium Units to inspect the same during reasonable hours.

**Section 4. Board of Directors.** 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 in good standing in the Association. If a member of the Association is a partnership or corporation, then any partner or employee of the partnership, or officer, director or employee of the corporation shall be qualified to serve as a director. 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 following, shall be provided by these Bylaws. Unless otherwise expressly provided in the Condominium Documents, any action which may be taken by the Association shall be exercisable by and through the Board of Directors.

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 these Bylaws, the Board of Directors shall have the authority and responsibility to do the following:

- (a) To manage and to administer the affairs of, and to maintain, the Condominium and the Common Elements thereof.
- (b) To levy and collect assessments against and from the Co-owner members of the Association and to use the proceeds thereof for the purposes of the Association.
- (c) To carry insurance and to collect and to allocate the proceeds thereof.
- (d) To rebuild improvements after casualty.
- (e) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium.
- (f) To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights of way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.
- (g) To grant easements, rights of entry, rights of way, and licenses to, through, over, and with respect to the Common Elements of the Condominium on behalf of the members of the Association in furtherance of any of the purposes of the Association.
- (h) To borrow money and issue evidence of indebtedness in furtherance of any and all of the purposes 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 be approved by affirmative vote of more than sixty (60%) percent of all Co-owners.
- (i) To make and enforce reasonable rules and regulations in accordance with Article VI, Section 27 of these Bylaws and to make and enforce resolutions and policies in furtherance of any or all of the purposes of the Association or of the Condominium Documents.
- (j) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees any functions or responsibilities

which are not by law or by the Condominium Documents required to be performed by the Board.

- (k) To make rules and regulations and/or to enter into agreements with institutional lenders the purposes of which are to obtain mortgage financing for Unit Co-owners which is acceptable for purchase by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association and/or any other agency of the Federal government of the State of Michigan or to satisfy the requirements of the United States Department of Housing and Urban Development.
- (l) To employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than three years or which is not terminable by the Association upon 90 days written notice thereof to the management agent and no such contract shall violate the provisions of Section 55 of the Act.
- (m) To enforce the provisions of the Condominium Documents.

**Section 5. Corporate Bylaws.** The Association's corporate 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 may be compensated, but only upon the affirmative vote of not less than 66.66% of all Co-owners.

**Section 6. Indemnification.**

(a) Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties, provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all rights to which such director or officer may be entitled. At least ten (10) days

prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof.

(b) The Association shall provide liability insurance to every director and every officer of the Association for the same purposes provided above and in such amounts as may reasonably insure against potential liability arising out of the performance of their respective duties. With the prior written consent of the Association, a director or an officer of the Association may waive any liability insurance for such director's or officer's personal benefit. No director or officer shall collect for the same expense or liability under subsections (a) and (b) of this Section 6, however, to the extent that the liability insurance provided herein to a director or officer was not waived by such director or officer and is inadequate to pay any expenses or liabilities otherwise properly indemnifiable under the terms hereof, a director or officer shall be reimbursed or indemnified only for such excess amounts under subsection (a) hereof.

**Section 7. First Annual Meeting.** The First Annual meeting of the members of the Association may be convened only by Developer and may be called, in the Developer's discretion, at any time on or before the earlier of the dates provided for the First Annual Meeting in sub-sections 8(b) and (c) of this Article I. The Developer may call meetings of the members 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 First Annual Meeting shall be set by the Board of Directors, and at least fifteen (15) days, but not more than sixty (60) 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's Corporate Bylaws.

**Section 8. Advisory Committee.** The following provisions shall be applied notwithstanding the fact that the First Annual Meeting may not have been called:

(a) Within one (1) year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser, or within one hundred twenty (120) days after conveyance to purchasers of one-third (1/3) of the total number of Units that may be created, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least three (3) non-Developer Co-owners. The Committee shall be established and perpetuated in any manner the Developer deems advisable, except that, if more than fifty percent (50%) of the non-Developer Co-owners petition the Board of Directors for an election to select the Advisory Committee, then an election for such purpose shall be held. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the non-Developer Co-owners and to aid the transition of control of the Association from the Developer to the Co-owners. The Advisory Committee shall cease to exist automatically when a majority of the Board of Directors of the Association is elected by the non-Developer Co-owners. The Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected thereto by the Co-owners. For the purposes of this Section 8, the phrase "Units that may be created" refers to the maximum number of Units which the Developer is permitted, under the Condominium Documents as may be amended, to include in the Condominium.

(b) Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-Developer Co-owners of twenty-five percent (25%) of the Units that may be created, at least one (1) director and not less than twenty-five percent (25%) of the Board of Directions of the Association shall be elected by non-Developer Co-owners. Not later than one hundred twenty (120)



days after conveyance of legal or equitable title to non-Developer Co-owners of fifty percent (50%) of the Units that may be created, no less than thirty-three and one-third percent (33 1/3%) of the Board of Directors shall be elected by non-Developer Co-owners. When the required percentage levels of conveyance have been reached, the Developer shall notify the non-Developer Co-owners and request that they hold a meeting and elect the required director or directors, as the case may be. Upon certification by the Co-owners to the Developer of the director or directors so elected, the Developer shall then immediately appoint such director or directors to the Board to serve until the First Annual meeting of members unless he is removed pursuant to the Association's Corporate Bylaws or he resigns or becomes incapacitated. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-Developer Co-owners of seventy-five percent (75%) of the Units that may be created and before conveyance of ninety percent (90%) of such Units, the First Annual Meeting shall be called and the non-Developer Co-owners shall elect all directors on the Board, except that the Developer shall have the right to designate at least one (1) director as long as the Developer owns and offers for sale at least ten percent (10%) of the Units in the Project or as long as ten percent (10%) of the Units remain that may be created.

(c) Notwithstanding the formula provided in Sub-section (b) above, fifty-four (54) months after the first conveyance of legal or equitable title to a non-Developer Co-owner of a Unit in the Project, if title to not less than seventy-five percent (75%) of the Units that may be created has not conveyed, the First Annual meeting shall be called, and the non-Developer Co-owners shall have the right to elect, as provided in the Condominium Documents, the number of members of the Board of Directors of the Association of Co-owners equal to the percentage of Units held by the non-Developer Co-owners, and the Developer shall have the right to elect, as provided in the Condominium Documents, the number of members of the Board equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer, provided, however, that five (5) years after the first conveyance of legal or equitable title to a non-Developer Co-owner of a Unit in the Project, the non-Developer Co-owners shall have the right to elect at least fifty-one percent (51%) of the members of the Board of Directors of the Association. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in sub-section (b) above. Application, of this sub-section does not require a change in the size of the Board as determined in the Condominium Documents.

(d) If the calculation of the percentage of members of the Board of Directors, that the non-Developer Co-owners have the right to elect under sub-section (b) above, or if the product of the number of members of the Board of Directions multiplied by the percentage of Units held by the non-Developer Co-owners under sub-section (c) above, results in a right of non-Developer Co-owners to elect a fractional number of members of the Bard, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board that the non-Developer Co-owners have the right to elect. After application of this formula, the Developer shall have the right to elect the remaining members of the Board. Application of this sub-section shall not eliminate the right of the Developer to designate one (1) member of the Board as provided in sub-section (b) above.

## **ARTICLE II ASSESSMENTS**

**Section 1. Personal Property Assessments.** The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in

common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

**Section 2. Assessments for Common Elements.** 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 Condominium shall constitute expenditures affecting the administration of the Condominium, and all sums received as the proceeds of, or pursuant to, a policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium shall constitute receipts affecting the administration of the Condominium within the meaning of Section 54(4) of the Act.

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

(a) **Budget.** The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium including a reasonable allowance for contingencies and reserves. Failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit co-owner's obligation to pay the allocable share of the common expenses as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget, each Unit Co-owner shall continue to pay each monthly installment at the monthly rate established for the previous fiscal year until notified of the monthly payment which is due more than ten (10) days after such new annual or adjusted budget is adopted. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular monthly payments as set forth in Section 4 below rather than by special assessments. At a minimum, the reserve fund shall be equal to ten (10%) percent of the Association's current annual budget on a non-cumulative basis. Since the minimum standard required by this Section may prove to be inadequate for this particular Condominium, the Association of Co-owners should carefully analyze the Condominium to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. Upon the 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 non-deliver of a copy of the budget to each Co-owner shall not affect the liability of any co-owner for any existing or future assessments. Should the Board of Directors at any time determine, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient to pay the costs of the operation, management, maintenance and capital repair of the Condominium, (2) to provide replacements of existing common Elements, (3) to provide additions to the Common Elements not exceeding Five Thousand and 00/100 Dollars (\$5,000.00), in the aggregate, annually, or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional or special assessments without co-owner approve as it shall deem to be necessary. The discretionary authority of the Board of Directors to levy general, additional or special assessments pursuant to this sub-section shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or the members thereof.

(b) **Special Assessments.** Special assessments, other than those referenced in the subsection (a) of this Section 3, 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 additions to the common Elements of an aggregate cost exceeding \$5,000.00 per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 6 hereof, or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this sub-section (b) (but not including those assessments referred to in sub-section 3(a) above which may be levied in the sole discretion of the board of Directors) shall not be levied without the prior approval of more than sixty (60%) percent of all Co-owners. The authority to levy assessments pursuant to this sub-section is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or the members thereof.

**Section 4. Apportionment of Assessments and Penalty for Default.** Unless otherwise provided herein, all assessments levied against the Co-owners to cover expenses of administration shall be equally apportioned among and paid by the Co-owners without increase or decrease for the existence of any rights to use the Limited common Elements appurtenant to a Unit. Any unusual expenses of administration which benefit less than all of the Condominium Units in the Condominium may be specially assessed against the Condominium Unit or Condominium Units so benefited and may be allocated to the benefited condominium Unit or Units so specially benefited, subject to the approval of the affected Co-owners. Annual assessments as determined in accordance with Article II, Section 3(a) above shall be payable to the Co-owners in twelve (12) equal monthly installments, commencing with acceptance of a Deed to, or a land contract purchaser's interest in, a Unit, or with the acquisition of free 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. A late charge in the amount of \$25.00 per month, or such other amount as may be determined by the Board of Directors effective upon fifteen (15) days notice to the members of the Association, shall be assessed automatically by the Association upon any assessment in default until paid in full. Such late charge shall not be deemed to be a penalty or interest upon the funds due to the Association but is intended to constitute a reasonable estimate of the administrative costs and other damages incurred by the Association in connection with the late payment of assessments. Assessments in default shall bear interest at the highest rate allowed by law until paid in full. Each Co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments (including late charges and costs of collection and enforcement of payment) pertinent to his Unit which may be levied while such co-owner is the owner thereof. In addition to a Co-owner who is also a land contract seller, the land contract purchaser shall be personally liable for the payment of all assessments (including late charges and costs of collection and enforcement of payment) pertinent to the subject condominium Unit which are levied up to and including the date upon which the land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied first, to any late charges on such installments; second, to costs of collection and enforcement of payment, including reasonable attorney's fees and finally to installments in default in order of their due dates, earliest to latest. A Co-owner selling a Unit shall not be entitled to any refund whatsoever from the Association with respect to any reserve or other asset of the Association.

**Section 5. Waiver of Use or Abandonment of Unit.** No Co-owner may exempt himself or herself from the liability for his or her 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 or her Unit, or because of uncompleted repair work, or the failure of the Association to provide service to the condominium.

**Section 6 Liens – Foreclosure Proceedings.** The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments, or both in accordance with the Act, Pursuant to Section 139 of the Act, no Co-owner may assert, in answer or set-off to a Complaint brought by the Association for nonpayment of assessments, the fact that the Association or its agents have not provided the services or management to the Co-owner. Each Co-owner, and every other person who from time to time has any interest in the Condominium, shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions are the rights and obligations of the parties to such actions. Further, each Co-owner and every other person who from time to time has any interest in the Condominium, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. The Association, acting on behalf of all Co-owners, may bid in at the foreclosure sale, and acquire, hold, lease, mortgage or convey the condominium Unit.

Each Co-owner of a Unit in the Condominium acknowledges that at the time of acquiring title to such Unit, he or she was notified of the provisions of this Section and that he or she voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his, her or their last known address of a written notice that one or more installments of the annual assessment and/or a portion of all of a special assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (1) days after the date of mailing. Such written notice shall be accompanied by a written Affidavit of an authorized representative of the Association that sets forth (i) the Affiant's capacity to make the Affidavit, (ii) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. Such Affidavit shall be recorded in the office of the Register of Deeds in the County in which the Condominium is located prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured with the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the Co-owner and shall inform the Co-owner that he may request a judicial hearing by bringing suit against the Association. The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorney's fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the co-owner in default and shall be secured by the lien on his Unit. In the event of default by any co-owner in the payment of any installment of the annual assessment levied against his Unit, and/or in the event of default by any Co-owner in the payment of any installment and/or portion of any special assessment levied against his Unit, or any other obligation of a Co-owner which, according to these

Condominium Bylaws, may be assessed and collected from the responsible Co-owner in the manner provided in Article II hereof, the Association shall have the right to declare all unpaid installments of the annual assessment for the applicable fiscal year (and for any future fiscal year in which said delinquency continues) and/or all unpaid portions or installments of the special assessment, if applicable, immediately due and payable. The Association also may discontinue the furnishing to a Co-owner in default, any utility or other services which it provides to Co-owners upon seven (7) days written notice to such defaulting Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Condominium, shall not be entitled to vote at any meeting of the Association, and shall not be entitled to serve as a director of the Association so long as such default continues, provided however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from his Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him as provided by the Act.

**Section 7. Liability of Mortgagee.** Notwithstanding any other provision of the Condominium Documents, the holder of any first mortgage encumbering any Unit in the Condominium which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the Unit free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro-rata share of such assessments or charges resulting from a pro-rata reallocation of such assessments or charges to all Units including the mortgaged Unit).

**Section 8. Property Taxes and Assessments.** All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

**Section 9. Construction Lien.** A construction lien otherwise arising under Act No. 197 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

**Section 10. Statement as to Unpaid Association Assessments.** Pursuant to the provisions of the Act, the purchaser of any Condominium Unit may request a statement of the Association as to the outstanding amount of any unpaid Association assessments thereon, whether regular or special, and related collection costs. Upon written request to the Association, accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire the Unit, the Association shall provide a written statement of such unpaid assessments and related collection costs as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied: provided, however, that the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such Unit shall render any unpaid assessments together with interest, costs and attorney's fees incurred in the collection thereof, and the lien securing same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record. The Association may charge such reasonable amounts for preparation of such a statement as the Association shall, in its discretion, determine.

**Section 11. Developer's Obligation to Pay Assessments.** Even though a member of the Association, the Developer shall not be responsible, at any time, for payment of the monthly Association

assessments for Units owned by it. However, as to Units owned by Developer on which there are completed Condominium Homes, the Developer shall pay a proportionate share of the Association's current maintenance and administrative expenses (excluding reserves) for insurance, street maintenance, landscaping, sign lighting, snow removal, and the like. The Developer's proportionate share shall be based upon the ratio of all Units owned by the Developer on which there are completed Condominium Homes at the time the expense is incurred to the total number of Units in the Condominium. In addition, the Developer shall never be liable for any assessment, general or special, or expenses relating to litigation or claims against the Developer.

### **ARTICLE III ARBITRATION**

**Section 1. Procedure.** 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, or between a Co-owner or Co-owners and the Associations shall, upon the election and written consent of the parties to any such disputes, claims or grievances, and written notice to the Association, if applicable, be submitted to arbitration and the parties thereto shall accept the arbitrators' decision as final and binding: provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration. Any agreement to arbitrate pursuant to provisions of this Article III, Section 1 shall include an agreement between the parties that the judgment of any Circuit court of the State of Michigan may be rendered upon any award rendered pursuant to such arbitration.

**Section 2. Authorization to Institute Suit.** In the absence of the election and written consent of the parties pursuant to Section 1 above, no Co-owner of the Association shall be precluded from petitioning the Courts to resolve any such disputes, claims or grievances.

**Section 3. Prohibition Instituting Suit.** Election by the parties to any such disputes, claims or grievances to submit such disputes, claims or grievances to arbitration shall preclude such parties from litigating such disputes, claims or grievances in the Courts.

### **ARTICLE IV INSURANCE**

**Section 1. Extent of Coverage.** The Association shall carry fire and extended coverage, vandalism and malicious mischief and liability insurance, and worker's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the General Common Elements of the Condominium, and such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

(a) **Responsibilities of Co-Owners and Association.** All such insurance shall be purchased by the Association for the benefit of the Association, and the Co-owners and their mortgages, as their interests may appear, and provision shall be made for the issuance of certificates of mortgage endorsements to the mortgages of Co-owners. Each Co-owner shall obtain insurance coverage at his own expense upon his Unit and any structures or improvements therein. It shall be each Co-owner's responsibility to determine by personal investigation or from his own insurance advisor the nature and extent of insurance coverage adequate for his needs and thereafter to obtain insurance coverage for his personal property and any structures or improvements (as referred to in sub-section (b) below) located within his Unit or elsewhere on the Condominium and for his personal liability for occurrences within his Unit or upon Limited Common Elements appurtenant to his Unit and also for alternative living expense

in the event of fire, and the Association shall have absolutely no responsibility for obtaining such coverages. Each Co-owner shall file a copy of such insurance policy, or policies, including all endorsements thereon, or, in the Association's discretion, certificates of insurance or other satisfactory evidence of insurance, with the Association in order that the Association may be assured that such insurance coverage is in effect. The Association, as to all policies which it obtains, and all Co-owners, as to all policies which they obtain, 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 or the Association.

(b) Insurance of Common Elements and Fixtures. All General common Elements of the Condominium shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association in consultation with the Association's insurance carrier and/or its representatives in light of commonly employed methods for the reasonable determination of replacement costs. Such coverage shall be effected upon an agreed-amount basis for the entire Condominium with appropriate inflation riders in order that no co-insurance provisions shall be invoked by the insurance carrier in a manner that will cause loss payments to be reduced below the actual amount of any loss (except in the unlikely event of total project destruction if the insurance proceeds failed, for some reason, to be equal to the total cost of replacement). All information in the Association's records regarding insurance coverage shall be made available to all Co-owners upon request and reasonable notice during normal business hours so that Co-owners shall be able to judge the adequacy of coverage and, upon the taking of due Association procedures, to direct the Board at a properly constituted meeting, to change the nature and extent of any applicable coverages, if so determined. Upon such annual re-evaluation and effectuation of coverage, the Association shall notify all Co-owners of the nature and extent of all changes in coverages. Such coverage shall not include improvements within any Unit. It shall be each Co-owner's responsibility to determine the necessity for and to obtain insurance coverage for all improvements, fixtures, equipment, trim and other items or attachments within the Unit or any Limited Common Elements appurtenant thereto, and the Association shall have no responsibility whatsoever for obtaining such coverage unless otherwise agreed by the Association.

(c) Premiums. All premiums on insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

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

**Section 2. Authority to Resolve Claims.** Each Co-owner, by ownership of a Unit in the Condominium, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism

and malicious mischief, liability insurance and workers' compensation insurance, if applicable, pertinent to the Condominium, and the General Common Elements with such insurer as may, from time to time, provide such insurance for the Condominium at the sole expense of the Association. 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 therefore, to collect proceeds and to distribute same to the Association, the Co-owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Co-owners and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

**ARTICLE V**  
**RECONSTRUCTION, REPAIR AND EMINENT DOMAIN**

**Section 1. Co-Owner Responsibility for Repair.** Each Co-owner shall be responsible for the reconstruction, repair and maintenance of all improvements, structures, equipment and fixtures within his Unit, including, but not limited to, a Condominium Home, all floor coverings, window treatment, interior walls, interior trim, furniture, light fixtures and all appliances, but excluding any General Common Elements within a Unit, if any. In the event the damage to the improvements within a Co-owner's Unit is covered by insurance held by the Association, then the reconstruction or repair shall be the responsibility of the Association in accordance with Section 2 of this Article V. If any other personal property within a Unit is destroyed or damaged which cannot be reconstructed or repaired but 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. In the event of substantial damage to or destruction of any Condominium home within a Unit or any part of the Common Elements, the Association promptly shall notify each institutional holder of a first mortgage lien on any of the homes in the Condominium.

**Section 2. Association Responsibility for Repair.** Except as provided in Section 1 hereof, the Association shall be responsible for the maintenance, repair and reconstruction of the General Common Elements (except as specifically otherwise provided in the Master Deed). In no event shall the Association be responsible for any damage to the contents of a Condominium Home and/or any personal property of the Co-owner. Immediately after a casualty causing damage to property for which the Association has the responsibility of repair and reconstruction pursuant to Section 1 hereof, 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 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 3. Timely Reconstruction and Repair.** If damage to the Common Elements, a Unit, or a Condominium Home, adversely affects the appearance of the Condominium, the Association or Co-owner responsible for the reconstruction, repair and maintenance thereof shall proceed with



replacement if possible of the damaged property without delay, and shall complete such replacement within six (6) months after the date of the occurrence which caused the damage to the property.

**Section 4. Eminent Domain.** Section 133 of the Act and the following provisions shall control upon any taking by eminent domain:

(a) Taking of a Unit. In the event of any taking of an entire Unit by eminent domain, the award for such taking shall be paid to the Owner of such Unit and the mortgagee thereof, as their interests may appear. After acceptance of such award by the Owner and his mortgagee, they shall be divested of all interest in the Condominium. In the event that any condemnation award shall become payable to any Co-owner whose Unit is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Co-owner and his mortgagee, as their interest may appear.

(b) Taking of Common Elements. If there is any taking of any portion of the Condominium other than any Unit, the condemnation proceeds relative to such taking shall be paid to the Co-owners and their mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than fifty percent (50%) of all the Co-owners shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

(c) Continuation of Condominium After Taking. In the event the Condominium continues after taking by eminent domain, then the remaining portion of the Condominium shall be resurveyed and the Master Deed amended accordingly, and if any Unit shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining co-owners based upon the continuing value of the Condominium of one hundred percent (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.

(d) Notification of Mortgagees. In the event any Unit in the Condominium, or any portion thereof, or the common Elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by condemning authority, the Association promptly shall notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

**Section 5. Notification of FHLMC.** In the event any mortgage in the Condominium is held by the Federal Home Mortgage Corporation ("**FHLMC**") then, upon request therefor by FHLMC, the Association shall give it written notice at such address as it may, from time to time, direct any loss to or taking of the Common Elements of the Condominium if the loss or taking exceeds \$10,000.00 in amount or if damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLMC exceeds \$1,000.00. The Association shall provide such other reasonable notice as may be required, from time to time, by other institutional holders of mortgages upon Units.

**Section 6. Priority of Mortgagee.** Nothing contained in the Condominium Documents shall be construed to give a Condominium Unit owner, or any other party, priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of distribution to Condominium Unit owners of insurance proceeds or condemnation awards for losses to or taking of Condominium Units and/or Common Elements.

**ARTICLE VI**  
**ARCHITECTURAL AND BUILDING SPECIFICATIONS**  
**AND USE RESTRICTIONS**

**Section 1. Permitted Residential Use.** Units shall be used exclusively for single-family residential occupancy and no Unit or appurtenant Common Element shall be used for any purpose other than that of a single-family residence or purposes incidental to the residential use. Home occupations conducted entirely within the Condominium Home and participated in solely by members of the immediate family residing in the residence that do not generate unreasonable traffic by members of the general public and do not change the residential character of the Unit or the Condominium Project, are permitted as incidental to primary residential use. No building intended for other business uses, and no apartment house, rooming house, day care facility, foster care residence, or other commercial and/or multiple-family dwelling of any kind shall be erected, placed, or permitted on any Unit.

To be permitted as a "home occupation," there must be: (1) no sign or display that indicates from the exterior that the residence is being utilized for any purpose other than that of a single family dwelling; (2) no goods or commodities shall be kept for viewing and/or sale upon the unit or within the project; and (3) no mechanical or electrical equipment is used, other than personal computers and other office equipment. In no event shall any barber shop, styling salon, beauty parlor, tea room, day care center, animal hospital, or any other form of animal care and/or treatment such as dog trimming, be considered as a home occupation.

Except as specifically permitted herein, no structure shall be erected, altered, re-erected, placed or permitted to remain on any Unit other than one single-family residential dwelling (the "***Condominium Home***"), not to exceed two and one-half (2 1/2) stories or thirty-five (35) feet in height (not applicable to a Condominium Home with a walk-out basement), and a private garage for not more than three (3) vehicles for the sole use of the Co-owner/occupant of the Unit upon which the Condominium Home is situated, together with such other improvements as the Architectural Committee has approved. All Condominium Homes shall have basements.

**Section 2. Approval of Improvements.**All improvements made within any Unit, including the construction of a residence, deck and garage, and the use of occupancy thereof, shall comply fully with these Architectural and Building Specifications and Use Restrictions, the applicable ordinances of the City of Novi, and the City of Novi's site plan approval for the Project. As set forth more specifically in this Article, before construction of any improvements are made to a Unit, plans and specifications prepared and sealed by a licensed Michigan architect, including grading, drainage, site, soil erosion, tree preservation, wetland preservation, landscaping and irrigation plans, showing the nature, size, shape, elevations, height, materials (including samples of exterior building materials upon request), color scheme, and location, shall be submitted to and approved in writing by the Architectural Control Committee and the City of Novi to the extent required by local ordinance or the City of Novi's site plan approval for the Project. The Architectural Control Committee shall have the right to refuse to approve any such construction plans or specifications, grading plans, drainage plans, or landscape plans which, in its opinion, are not suitable or desirable for aesthetic or other reasons, and in so passing upon such construction plans and specifications, grading plans, drainage plans or landscape plan, shall have the right to take into consideration the suitability of the proposed Condominium Home or other structure with the surroundings and the effect of the Condominium Home or other structure or the view from

adjacent or neighboring Units. In no instance shall a building of design identical to any other Condominium Home be permitted. The Developer intends by these specifications and restrictions to create and perpetuate a beautiful, serene, private residential condominium community consistent with the highest standards. No Unit in the Condominium shall be used for other than single-family residence purposes (except that persons not of the same immediate family residence together may occupy a residence constructed within a Unit with the written consent of the Board of Directors, which consent shall not be unreasonably withheld). A family shall mean one person or a group of two or more persons related by bonds of consanguinity, marriage or legal adoption. No business, trade, profession or commercial activity of any kind shall be conducted within any Unit in the Condominium. The provisions of this Section shall not be construed to prohibit a Co-Owner from maintaining a personal professional library, keeping personal or business records or handling personal business, or professional telephone calls in that Co-Owner's residence. The Developer is specifically excluded as a Co-Owner subject to the provisions of this Section. The Developer specifically reserves to itself the right to alter, change, modify, redesign or improve any Unit or Condominium Home through and including such time as a deed has been executed and delivered from Developer to an individual Purchaser.

**Section 3. Residences – Exterior Appearance.** No Condominium Home shall be constructed or located on any Unit except as delineated on the Condominium Subdivision Plan and approved by the Architectural Control Committee. No building shall be constructed or permitted to remain on any Unit other than (1) single-family (detached) Condominium Home with an attached private garage for not less than two (2) nor more than three (3) vehicles. Carports are expressly prohibited. No Condominium Home shall be more than two and one-half (2 1/2) stories, except for existing homes or residences containing walk-out lower levels, in which event shall not exceed three (3) stories, and the maximum height of any residence shall not exceed 35 feet from the first floor grade to the highest ridge line.

All visible exterior surfaces of Condominium Homes shall be constructed of brick, brick veneer, wood, and/or stone in any combination. On the front elevation, limited amounts of stucco, wood siding, vinyl siding and/or ledge rock may also be used upon written approval of the Architectural Control Committee. On rear and side elevations of a Condominium Home, stucco, wood siding, vinyl siding and/or ledge rock may also be used, so long as any of these materials alone, or in combination, do not exceed fifty percent (50%) of the total of all visible exterior walls. Windows and doors shall not be considered visible exterior walls for purposes of this section. No unpainted metal doors may be used in the exterior of any Condominium Home or appurtenant structure. No used material, except reclaimed brick, may be used in the construction of any visible exterior wall of a Condominium Home. The use of exposed cement block, slag, cinder block, imitation brick, asphalt, or aluminum siding, or any type of commercial siding on any visible exterior wall is expressly prohibited. The Architectural Control Committee may grant such exceptions to this restriction as it shall deem desirable, subject to any applicable City of Novi ordinance.

**Section 4. Set-Back Requirements.** Except as may be permitted by the appropriate officials of city of Novi and the Architectural Control Committee, all setback requirements shall be pursuant to the building code and local ordinance of the City of Novi, and the site plan approval of the City of Novi. All condominium Homes constructed within the Condominium shall be situated entirely within the boundaries of the Unit. Any other structures or improvements other than a Condominium Home erected by a Co-Owner, such as patios, decks, play structures, or hot tubs shall be constructed within the Site boundary Lines surrounding a Unit, unless the prior written consent of the Association and the City of

Novi to erect a structure or improvement beyond such boundary is obtained from the Association and the City of Novi is obtained. The construction of any improvements within the boundaries of a Unit may also be restricted by the presence of buffer areas as particularly delineated and described the Condominium Documents.

**Section 5. "Living Area" Requirements.** "Living area" as used in this Section shall mean the area within the outer surfaces of the exterior walls but shall not include any garage, basement, chimney, deck, porches, patios, breezeways, attics, storage area, and finished walkout areas below the first floor grade, but shall include enclosed porches if the roof of the porch forms an integral part of the roofline of the Condominium Home. The minimum area of any Condominium Home constructed within a Unit shall be 1,800 square feet for a one-story residence, 1,800 square feet for a one and one-half (1 ½) or two (2) story Condominium Home. The area of a walk-out basement shall not be considered in determining the required square footage of a Condominium Home. In the event of a dispute in the interpretation of "floor area," the Developer's calculation shall be final and binding upon all Co-owners. The calculation of living area shall be in accordance with the City of Novi ordinances in effect as of the date of these Bylaws.

**Section 6. Alteration of Unit Size.** No Unit shall be split or reduced in size by any method whatsoever without the prior written consent of the Architectural Control Committee. Units may not be enlarged by consolidation with one (1) or more adjoining Units under one (1) ownership except with the prior written consent of the Developer or the Association.

**Section 7. Unit Grades.** The grade of any Unit in the Condominium is not being altered by Developer. All grading plans for a Unit must be developed by the Co-owner of the Unit and approved by the Architectural Control Committee, the City of Novi and any other governmental authority having jurisdiction prior to any construction within or upon a Unit.

(a) It shall be the responsibility of each Co-owner to maintain the surface drainage for his or her Unit. Each Co-Owner covenants that he or she will not change the surface grade of his or her Unit in a manner which will materially increase or decrease the storm water flowing onto or off his or her Unit and will not block, pond or obstruct surface water. The Board of Directors of the Association shall enforce this covenant and may enter upon the Units in the Condominium to correct any violation of this covenant and shall charge the costs of the correction to the Owner and such costs shall be a lien upon the Unit.

(b) It shall be the responsibility of each Co-owner to assure that the footing drains are clear of obstructions and installed in accordance with the Utility Plan for the Condominium Project, as amended. It shall be the responsibility of each Co-owner to maintain the footing drains within his Unit. If any Co-owner shall fail to maintain the footing drains or shall fail to have the drains properly installed as part of the storm water drainage system, the Association may enter upon the Unit of such Co-owner and perform all necessary connections, repairs and maintenance of the footing drains. The costs for such connections, repairs and maintenance shall be charged to the Co-owner and shall be a lien upon the Unit. Each Co-owner shall refrain from interference with the established drainage pattern over his or her Unit and the Limited Common Elements appurtenant thereto.

**Section 8. Location of Outside Equipment.** All outside equipment, including air conditioning compressors and pads, shall be placed and located within five (5') feet of the Condominium Home and

shall not be visible from any adjacent street, in a location approved in writing by the City of Novi and by the Architectural Control Committee. Whenever possible all such equipment shall be located at the rear of the Condominium Home. No external air conditioning unit shall be placed in or attached to a window or wall of any Condominium Home or appurtenant structure.

No outside television antenna or other antenna, or aerial, saucer or similar device shall be placed, constructed, altered or maintained except a satellite dish of twenty-four (four) inches diameter or less, unless the Association determines, in its sole discretion, that the absence of an outside antenna creates a substantial hardship with respect to a particular Unit. If possible, all antennae, dishes or similar devices shall not be visible from the front of the Condominium Home.

**Section 9. Removal of Debris.** All vacant Units must remain free of debris, litter, and trash and be cleaned up regularly. Where a residence is under construction within a Unit, all construction debris, unusable materials, litter and trash must be cleaned and removed weekly and more often if required by the Architectural Control Committee.

**Section 10. Storage of Rubbish.** No Unit shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Garbage and trash shall be kept only in sanitary containers within the Co-owner's garage and may not be put out for collection any earlier than the evening before the day scheduled for collection.

**Section 11. Exterior Lighting.** All exterior lighting, including lamps, posts, and fixtures for any residence or garage must receive prior written approval from the Architectural Control Committee. Exterior lighting shall be installed so as not to disturb the Co-owners of surrounding Units or impair the vision of traffic on any street within the Condominium.

**Section 12. Accessory Structures.** Structures of a temporary nature, trailers, tents, shacks, barns, or any similar building of any description whatsoever are expressly prohibited within the Condominium. No temporary occupancy shall be permitted in an unfinished Condominium Home. The use of a trailer for materials and supplies to be used by a builder in the construction of a residence and which shall be removed from the premises upon enclosure of the Condominium Home, may be allowed with the written consent of the Architectural Control Committee which shall have the sole discretion to approve or disapprove same. No old or used buildings of any kind shall be brought on any Unit or in the Condominium. No accessory buildings shall be permitted within any Unit. Tents for entertainment purposes may be erected on any Unit for periods not to exceed forty-eight (48) hours.

**Section 13. Fences.** Unless required by the City of Novi, no fence, wall or solid hedge may be erected or maintained on any Unit. Any fence or wall erected pursuant to City of Novi ordinance shall be erected strictly in conformity with the minimum requirements of such ordinance and only with the prior written consent of the Architectural Control Committee, which shall have sole and absolute discretion to determine the suitability of the location, design, shape, height, size and materials for any required fence, wall or solid hedge.

**Section 14. Mailboxes.** The design, material, color and construction of all mailboxes, mailbox stands and address signs shall be as approved by the Architectural Control Committee. The Association shall not maintain, repair and/or replace approved mailboxes and stands.

**Section 15. Garages, Driveways and Walkways.** All Condominium Homes shall have a minimum of an attached private garage for not less than two (2) or more than three (3) vehicles. Carports are expressly prohibited. All driveways and walkways shall be constructed of concrete, stamped concrete or pavers.

**Section 16. Pools and Hot Tubs.** Pools and hot tubs may be installed if permitted by the City of Novi and the Architectural Control Committee. Any Co-Owner intending to construct a pool or hot tub must submit to the Architectural Control Committee a detailed description and proposed layout showing size, location, materials, shape, landscaping, fencing, screening, and type of construction. The Architectural Control Committee shall have absolute discretion to approve or disapprove any proposal and may attach any conditions which it deems appropriate. No swimming pool may be installed on any Unit any portion of which is higher than one (1) foot above the finished grade of the Unit. No above ground swimming pool may be erected, placed or permitted to remain on any Unit, either temporarily or permanently. Any approved pools or hot tubs must be maintained by the Co-Owners in a safe and clean condition and must also be maintained in appearance consistent with the standards of the Condominium and in accordance with applicable statutes and ordinances.

**Section 17. Installation of Public Utilities.** All public utilities such as water main, sanitary sewers, storm sewers, gas mains, electric and telephone local distribution lines, cable television lines, and all connections to same, either private or otherwise, shall be installed underground. However, above-ground transformers, pedestals and other above-ground electric and telephone utility installations and distribution systems and surface and off-site drainage channels and facilities, as well as street lighting stations shall be permitted. Outdoor radio and television antennae, satellite dishes and similar communication transmission or receiving equipment shall be permitted in the Project or a Unit, subject to approval of the Architectural Control Committee or the Association, as the case may be, as to size and location of such device.

**Section 18. Architectural Control Committee.**

(a) During the Construction and Sales Period, the Developer and two appointed representatives shall constitute and be the sole members of the first Architectural Control Committee of the Association. The purpose of this Committee is to assure that the Condominium is developed and maintained in a beautiful and professional manner consistent with high quality and uniform standards. In the event of death or resignation of any member of the Committee, the remaining members shall have the sole authority to designate a successor. The members of the committee shall not receive any compensation. Upon expiration of the Construction and Sales Period, the members shall forthwith resign their offices as members of the Committee to be succeeded by the person or persons selected by the Board of Directors of the Association. The Architectural Control committee shall have all of the remedies and enforcement rights contained in Article XI of these Bylaws.

(b) Before constructing any Condominium Home with attached garage or making any exterior improvement, change elevation change upon any Unit, a Co-owner shall receive the written approval of the Architectural Control Committee. No application for a building permit or application for any other government approval or construction shall be filed until written approval of the committee is received. The Committee shall approve in advance the licensed residential builder engaged by the Co-owner to construct a Condominium Home and other improvements within his Unit. The Committee may

require that such builder or Co-Owner furnish to the Association adequate security, in the Committee's sole discretion, to protect the Association against costs and expenses which it might incur in connection with the failure to complete construction in a timely and diligent manner in accordance with the approved plans and specifications for the Condominium Home and its improvements.

(c) A Co-owner intending to construct a Condominium Home, improvement, deck, garage, structure or intending to change the exterior or elevation of any Condominium Home shall submit to the Architectural Control Committee plans and specifications, including site, grading, utility, garage, landscape and irrigation plans, prepared and sealed by an architect registered in the State of Michigan, showing the size, nature, kind, type and color of brick, shape, elevations, façade, height and materials, color scheme (including, but not limited to stain and paint colors), siding, location, and the approximate cost of such improvements. A copy of the plans and specifications, as finally approved, shall be kept permanently with the Committee. Items requiring the written approval of the Committee include, but are not limited to, the following: Condominium Homes, fences, walls, landscaping, drives, walks, dog runs, substantial plantings, aerials, antennas, trees, cable dishes, playground equipment and decks.

(d) The Architectural Control Committee shall have the absolute right to waive any specifications in these Bylaws and the right to refuse to approve any plans and specifications which are not suitable or desirable in its sole and absolute discretion for aesthetic or any other reasons. In no event shall the Committee have any personal liability for its actions. In considering any plans and specifications, the Committee may take into consideration any of the following: (1) the suitability and aesthetic quality for the proposed building or other structure to be built, (2) the site upon which it is proposed to erect the same, (3) the compatibility of the planned structure with the adjacent or neighboring residences, (4) whether the proposed improvement will impair the structural integrity of a residence or Common Elements, (5) whether the proposed improvement would create a nuisance or annoyance to surrounding Co-owners, and (6) the impact on the overall standards and appearance of the Condominium.

(e) The Architectural Control Committee shall have thirty (30) days after the receipt of all required plans and specifications to issue a written approval or denial. If the Committee fails to issue a written approval or denial of the plans and specifications within the thirty (30) day period, then written approval will not be required and this Section shall be deemed to be fully complied with.

**Section 19. Alterations to Condominium Homes.** No Co-owner shall make any alterations in the exterior appearance of his Condominium Home or make changes in any of the Common Elements, limited or general, without the express written approval of the Architectural Control Committee. Alterations requiring prior written approval include but are not limited to the following: landscaping, exterior painting, the erection of antennas, lights, aerials, awnings, doors, shutters, courtyard or patio fencing, gates, screening devices, newspaper holders, mailboxes or other exterior attachments or modifications. No Co-owner shall in any way restrict access to or tamper with any plumbing, waterline, waterline valves, water meter, sprinkler system valves or any other element that must be accessible to service the Common Elements or which affects an Association responsibility in any way. Should access to any facilities of any sort be required, the Association may remove any coverings or attachment of any nature that restrict such access and it will have no responsibility for repairing, replacing or reinstalling any materials that are damaged in the course of gaining such access.

The Developer is specifically excluded as a Co-owner subject to the provisions of this Section. The Developer specifically reserves to itself the right to alter, change, modify, redesign or improve any Unit or Condominium home through and including such time as a deed has been executed and delivered from the Developer to an individual purchaser.

**Section 20 Advertising.** No signs, billboards, or other advertising devices of any kind shall be displayed or located within a Unit, or on a Condominium Home, or on the Common Elements, including "For Sale" signs, without the written permission for the Architectural Control Committee. All signs must be no larger than thirty (30") inches wide and twenty-four (24") inches high. Any approved sign shall be constructed and installed in a professional manner. Any approved sign shall be kept clean and in good repair during the period of its maintenance on the Unit. No sign shall be placed and maintained nearer than fifteen (15) feet from the front lot line.

**Section 21. Leasing and Rental.** A Co-owner may lease his Condominium home for the same purposes as set forth in Section 1 of this Article VI: provided, however, that the following provisions shall govern any such lease transaction:

(a) No Co-owner shall lease less than an entire Condominium Home in the Condominium and no tenant shall be permitted to occupy a Condominium Home except under a written lease, the initial term of which is at least One (1) year, unless otherwise specifically approved in writing by the Association. Such written lease shall (i) require the lessee to comply with the Condominium Documents and rules and regulations; (ii) provide that failure to comply with the Condominium Documents and rules and regulations constitutes a default under the lease, and (iii) provide that the Board of Directors has the power to terminate the lease or to institute an action to evict the tenant and for money damages after thirty (30) days prior written notice to the Co-Owner of the Unit and the tenant.

(b) The Co-owner shall have thirty (30) days after the date of such notice to investigate and correct the alleged breach by the tenant or non-Co-owner occupant or advise the Association that a violation has not occurred.

(c) If after thirty (30) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its own behalf an action for eviction against the non-Co-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or non-Co-owner occupant for breach of the conditions of the Condominium documents. The relief set forth in this sub-section may be by summary proceeding. The Association may hold both the tenant or non-Co-owner occupant and the co-owner liable for any damages caused by the Co-owner or tenant or non-Co-owner occupant in connection with the Condominium Unit or the Condominium and for actual legal fees incurred by the Association in connection with legal proceedings hereunder.

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

The form of lease used by any Co-owner shall explicitly contain the foregoing provisions.

**Section 22. Improper Activities.** No immoral, improper, unlawful or offensive activity shall be carried on in any Unit, Condominium Home 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. No unreasonably noisy activity shall occur in or on the Common Elements, or in any Unit or Condominium Home at any time and disputes among Co-owners, arising as a result of this provision which cannot be amicably resolved, may be arbitrated by the Association. No Co-owner shall do or permit anything to be done or keep or permit to be kept within his Unit, Condominium Home or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. Activities which are deemed offensive are expressly prohibited include, but are not limited to, the following: any activity involving the use of firearms, air rifles, pellet guns, b-b guns, sling shots, bows and arrows, or other similar dangerous weapons, projectiles or devices.

**Section 23. Animals.** Domesticated household pets may be maintained by a Co-owner in his or her Condominium Home. No animals shall be maintained which exhibit violent or vicious propensities or which are destructive to the Condominium premises. No animal may be kept or bred for any commercial purpose. Any animal shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be permitted to run loose at any time within a Unit or upon the Common Elements and any animal shall at all times be leashed and attended by some responsible person while on the Common Elements, Limited or General. The Board of Directors may, in its discretion, designate certain portion of the General Common Elements of the Project wherein such animals may be walked and/or exercised and the Board of Directors may, in its discretion, designate certain portions of the General Common Elements of the Condominium wherein dog runs may be constructed. Nothing herein contained shall be construed to require the Board of Directors to so designate a portion of the General common Elements for the walking and/or exercising of animals and/or for the construction of dog runs. No savage or dangerous animal shall be kept and any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability (including costs and attorney fees) 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 therefore, and the Association may assess and collect from the responsible Co-owner such losses and/or damages in the manner provided in Article II hereof. Each Co-owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner. No dog which barks and can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements. 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 accommodating animals within the Condominium. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. The Association may after notice and hearing, without liability to the owner thereof, remove or cause to be removed any animal from the Condominium which it determines to be in violation of the restrictions imposed by this Section or by any applicable rules and regulations of the Association. The Association may also assess fines for such violation of the restrictions imposed by this Section or by any applicable rules and regulations of the Association.

Dog kennels or runs or other enclosed shelters for permitted animals must be an integral part of the Condominium Home and must be approved by the Architectural Control Committee. The exterior walls of a pen shall be landscaped with plantings to screen the view thereof from adjacent Units. Each Co-owner must maintain any such kennel, shelter or run in a clean and sanitary condition.

**Section 24. Aesthetics.** The Common Elements, Limited or General, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. Garage doors shall be kept closed at all times except as may be reasonably necessary to gain access to or from any garage. No unsightly condition shall be maintained on any patio, porch or deck and only furniture and equipment consistent with the normal and reasonable use of such areas shall be permitted to remain there during seasons when such areas are reasonably in use and no furniture or equipment of any kind shall be stored thereon during seasons when such areas are not reasonably in use. 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. Automobiles may only be washed in areas approved by the Association. In general, no activity shall be carried on nor condition maintained by the Co-owner either within his Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium.

**Section 25. Obstructions.** Sidewalks, yards, landscaped areas, driveways, roads, parking areas, decks and porches shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and intended. No bicycles, vehicles, chairs, or benches may be left unattended on or about the Common Elements. Use of any amenities in the Condominium may be limited to such times and in such manner as the Association shall determine by duly adopted regulations: provided, further, however, that the nonresident Co-owners of such Condominium Homes are members in good standing of the Association.

**Section 26. Parking of Vehicles.** Except for vans used for personal transportation by a Co-owner, no house trailers, pick-up trucks, recreational vehicles, vans or similar vehicles, such as club wagons, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, mobile homes, motorcycles, mo-peds, dune buggies, motor homes, all-terrain vehicles, snowmobiles, snowmobile trailers or vehicles other than automobiles shall not be parked or stored upon the premises of the Condominium, unless in a garage appurtenant to the Co-owner's Unit or specifically approved in writing by the Association. Nothing herein contained shall be construed to require the Association to approve the parking or storage of such vehicles or to designate an area therefor. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pick-ups in the normal course of business. Non-operational vehicles or vehicles with expired license plates shall not be parked or stored on the Condominium Premises without the written permission of the Board of Directors. Non-emergency maintenance or repair of motor vehicles shall not be permitted on the Condominium Premises. Vehicles are prohibited from parking on any street or roadway where "No Parking" signs are posted. The Association may cause vehicles parked or stored in violation of this Section to be removed from the Condominium Premises and the cost of such removal may be assessed to and collected from the Co-owner of the Unit responsible for the presence of the vehicles in the manner provided in Article II hereof. Co-owners shall, if the Association shall require, register with the Association all vehicles maintained in the Condominium Project. The Board of Directors

may promulgate reasonable rules and regulations governing the parking of vehicles in the Condominium consistent with the provisions hereof.

**Section 27. Regulations.** Reasonable regulations consistent with the Act, the Master Deed and these Bylaws, concerning the use of the Condominium may be made and amended from time to time by the Board of Directors of the Association. Copies of all such regulations and amendments thereto shall be furnished to all Co-owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each Co-owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty percent (50%) of all Co-owners.

**Section 28. Right of Access of Association.** The Association or its duly authorized agents shall have access to each Unit and any Limited common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agents shall also have access to each Unit and any Limited Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the common Elements or to another Unit and/or to protect the safety and/or welfare of the inhabitants of the Condominium. It shall be the responsibility of each Co-owner to provide the Association means of access to his Unit and any Limited common Elements appurtenant thereto 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 a manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to his Unit and any Limited Common Elements appurtenant thereto caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

**Section 29. Landscaping and Pesticide Use.** No Co-owner shall perform any landscaping or plant or remove any trees, shrubs or flowers or place any ornamental materials upon the General Common Elements or Limited Common Elements unless approved in writing by the Association or the Developer during the Construction and Sales period. The landscaping of a Unit must be completed within twelve (12) months of the issuance of a Certificate of Occupancy for the Condominium Home located within the Unit. All landscaping must be installed within the boundaries of the Unit.

The wetlands within the Project are a substantial and significant natural resource that benefits not only the Co-Owners by the residents of the surrounding community. In order to preserve this natural resource as it presently exists no application of pesticides, including, but not limited to insecticides, fungicides, rodenticides and herbicides shall not be permitted in the Units, Limited Common Elements or General common Elements of the Project.

**Section 30. Sale or Lease of Unit.** No Co-owner may dispose of a Unit or Condominium Home in the Condominium, or any interest therein, by a sale or lease without complying with the following terms or conditions:

(a) A Co-owner intending to make a sale or lease of a Unit in the Condominium, or any interest therein, shall give written notice of such intention delivered to the Association at its registered office and shall furnish the name and address of the intended purchaser or lessee and such other information as the Association may reasonably require. Prior to the sale or lease of a Unit, the selling or leasing Co-owner shall provide a copy of the condominium Master Deed (including Exhibits "A" and "B" thereto) and any amendments to the Master Deed, to the proposed purchaser or lessee. In the event a

Co-owner shall fail to provide the prospective purchaser or lessee with a copy of the Master Deed referred to above, such co-owner shall be liable for all costs and expenses, including attorney fees, that may be incurred by the Association as a result thereof or by reason of any noncompliance of such purchaser or lessee with the terms, provisions and restrictions set forth in the Master Deed: provided, however, that this provision shall not be construed so as to relieve the purchaser or lessee of his or her obligation to comply with the provisions of the Condominium Documents.

(b) A holder of any mortgage which comes into possession of a Unit pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed in lieu of foreclosure, shall not be subject to the provisions of this Section.

(c) The Association may charge such reasonable amounts for the review and/or procession of sale or lease transactions involving Units in accordance with this Article VI as it may from time to time establish.

**Section 31. Co-Owner Maintenance.** Each Co-owner shall maintain his Unit, all improvements and structures constructed thereon, and any Limited Common Elements appurtenant thereto for which he has maintenance responsibility, in a safe, clean and sanitary condition and in accordance with these Bylaws and the terms of any approval for construction provided by the Architectural Control Committee or the Association. Each Co-owner shall also use due care to avoid damaging any of the common Elements including, but not limited to, the telephone, water, plumbing, electrical or other utility conduits and systems and any other elements in any Unit which are appurtenant to or which any affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association, or other Co-owners, as the case may be, resulting from negligent damage to or misuse of any of the common Elements by him, or his family, guests, tenants, land contract purchasers, 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 full 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 or to other Co-owners, as the case may be, may be assess to and collected from the responsible Co-owner in the manner provided in Article II hereof. The Co-owners shall have the responsibility to report to the Association any Common Element which has been damaged or which is otherwise in need of maintenance, repair or replacement.

**Section 32. Clothes Drying.** No clothes lines or other exterior clothes drying apparatus shall be permitted on any Unit or Common Elements except as permitted in writing by the Architectural Control Committee or the Association, as the case may be.

**Section 33. Basketball Backboards and Play Structures.** No basketball backboards, poles or rims shall be installed which shall be visible from the street. Play structures shall be constructed of wood only and shall be placed within the Unit as not to be visible from the front of the Unit.

**Section 34. Telephone Numbers.** Upon the request of the Association, the telephone number of all owners and occupants of Condominium Homes shall be supplied to the Association.

**Section 35. Applicability of Restrictions.** None of the restrictions contained in this Article VI shall apply to the activities of the Association in furtherance of its powers and purposes, as set forth

herein and in its Articles of Incorporation and Corporate Bylaws, as the same may be amended from time to time.

**Section 36. Enforcement Costs.** Any and all costs, damages, expenses and/or attorney fees incurred by the Association in enforcing any of the restrictions set forth in this Article VI and/or rules and regulations promulgated by the Board of Directors of the Association under Article VI, Section 27 of these Bylaws, and any costs or expenses that are attributable to the conduct of less than all of the Co-owners may be assessed to and collected from the responsible Co-owner or Co-owners in the manner provided in Article II hereof.

**Section 37. Removal of Trees.** No trees may be removed except in compliance with the applicable ordinances of the City of Novi and without the written approval of the Architectural control Committee and the City of Novi. Prior to commencement of construction within a Unit, each Co-Owner shall submit a tree removal/landscape plan to the City of Novi, the Association and the Developer, during the construction process, and a Co-Owner shall commence no construction until the approval of the City of Novi, the Association and/or Developer, as the case may be, is obtained. It shall be the responsibility of each Co-Owner to maintain and preserve trees within the Limited Common Elements appurtenant to his or her Unit. No trees may be removed from the Limited Common Elements of a Unit without prior written approval from the City of Novi, the Association, and during the Construction and Sales Period, the Developer. It is the intent of the Developer to preserve the nature and character of the entire Condominium Project.

## **Article VII** **MORTGAGES**

**Section 1. Notice to Association.** 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 in a book entitled "Mortgages of Units." The Association shall report any unpaid assessments due from the Co-owner of such Unit to the holder of any first mortgage covering such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Condominium written notification of any other default in the performance of the obligations of the Co-owner of such Unit that is not cured within sixty (60) days.

**Section 2. Insurance.** Upon the request of a Mortgagee of a Unit, the Association shall notify such mortgagee of the name of each company, if any, insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage.

**Section 3. Notification of Meetings.** Upon request submitted to the Association, any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a written notification of every meeting of the members of the Association and to designate a representative to attend such meeting.

**ARTICLE VIII**  
**AMENDMENTS**

**Section 1. Proposal.** Amendments to these bylaws may be proposed by the Board of Directors of the Association acting upon the vote of majority of the directors or by one-third (1/3) or more of the members or by instrument in writing signed by them.

**Section 2. Meeting.** Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of the Association's Corporate Bylaws.

**Section 3. Voting.** These Bylaws may be amended by the Co-owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than sixty-six and two-thirds (66 2/3%) percent of all Co-owners. No consent of mortgagees shall be required to amend these Bylaws unless such amendment would materially alter or change the rights of such mortgagees, in which even the approval of sixty-six and two-thirds (66 2/3%) percent of mortgagees shall be required with each mortgagee to have one (1) vote for each mortgage held.

**Section 4. Effective Date.** Any amendment to these Bylaws (but not the Association's Corporate Bylaws) shall become effective upon recording of such amendment in the office of the Oakland County Register of Deeds.

**Section 5. Copy to Co-Owners.** A copy of each amendment to these Bylaws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these Bylaws adopted in accordance with this Article shall be binding upon the persons who have an interest in the Condominium irrespective of whether such persons actually receive a copy of the amendment.

**ARTICLE IX**  
**COMPLIANCE**

The Association of Co-owners and all present or future Co-owners, tenants, land contract purchasers, or any other persons acquiring an interest in or using the facilities of the condominium in any manner are subject to and shall comply with the Act, as amended, and with the Condominium Documents, and the mere acquisition, occupancy or rental of any Unit or an interest therein or the utilization of or entry upon the Condominium premises shall signify that the Condominium Documents are accepted and ratified. In the event the Condominium documents conflict with the provisions of the Act, the Act shall govern. In the event any provision of these bylaws or the Association's corporate Bylaws conflicts with any provision of the Master Deed, the Master Deed shall govern. In the event any provision of the Association's corporate Bylaws conflicts with any provision of these Bylaws, these Bylaws 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. Remedies.** 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 and provisions of the Condominium Documents or the Act, including any of the rules and regulations promulgated by the Board of Directors of the Association hereunder, shall be grounds for relief, which may include without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.

(b) In the event of a default of the Condominium Documents by a Co-owner and/or non-Co-owner resident or guest, the Association shall be entitled to recover from the Co-owner and/or non-Co-owner resident or guest, the pre-litigation costs and attorney fees incurred in obtaining their compliance with the Condominium Documents. In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney's 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's fees. The Association, if successful, shall also be entitled to recoup the costs and attorney's fees incurred in defending any claim, counterclaim or other matter from the Co-owner asserting the claim, counterclaim or other matter.

(c) The violation of any of the provisions of the Condominium Documents, including the rules and regulations promulgated by the Board of Directors of the Association hereunder, shall also give the Association, or its duly authorized agents, the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or into any Unit where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium documents. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

(d) The violation of any of the provisions of the Condominium documents, including any of the rules and regulations promulgated by the Board of Directors of the Association hereunder, by any Co-owner, in addition to the rights set forth above, shall be grounds for assessment by the Association of a monetary fine for such violation. No fine may be assessed unless the rules and regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-owners in the same manner as prescribed in Article VI, Section 27 of these Bylaws. Thereafter, fines may be assessed only upon notice to the offending Co-owner and an opportunity for such Co-owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. Upon finding an alleged violation after an opportunity has been provided, the Board of Directors may levy a fine in such amount as it, in its discretion, deems appropriate. All fines duly assessed may be collected in the same manner as provided in Article II of these Bylaws.

**Section 2. Non-Waiver of Rights.** The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall

not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provision, covenant or condition in the future.

**Section 3. Cumulative Rights and Remedies.** 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 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 part 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 of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.



**EXHIBIT "B"**

**CONDOMINIUM SUBDIVISION PLAN**

OAKLAND COUNTY CONDOMINIUM  
 SUBDIVISION PLAN NO. 2087  
 EXHIBIT "B" TO THE MASTER DEED OF:  
**ORCHARD HILLS NORTH**  
 PART OF THE NORTHEAST 1/4 OF SECTION 26,  
 T.1N., R.8E., CITY OF NOVI,  
 OAKLAND COUNTY, MICHIGAN

**ATTENTION: OAKLAND COUNTY REGISTER OF DEEDS**  
 CONDOMINIUM SUBDIVISION PLANS SHALL BE NUMBERED  
 CONSECUTIVELY WHEN RECORDED BY THE REGISTER  
 OF DEEDS AND SHALL BE DESIGNATED OAKLAND COUNTY  
 CONDOMINIUM SUBDIVISION PLAN NUMBER 2087. THIS  
 NUMBER MUST BE PROPERLY SHOWN ON THIS SHEET AND  
 ON SHEET 2 IN THE SURVEYOR'S CERTIFICATE.

SURVEYOR :

WARNER, CANTRELL & PADMOS, INC.  
 CIVIL ENGINEERS AND LAND SURVEYORS  
 27300 HAGGERTY ROAD, SUITE F2  
 FARMINGTON HILLS, MICHIGAN 48331

DEVELOPER :

MIRAGE DEVELOPMENT, L.L.C.  
 45380 W. 10 MILE ROAD, SUITE 135  
 NOVI, MICHIGAN 48375

SHEET INDEX :

| SHEET NO. | TITLE   |
|-----------|---|
| 1         | COVER SHEET   |
| 2         | SURVEY PLAN   |
| 3         | SITE PLAN   |
| 4         | UTILITY PLAN  |
| 5         | EASEMENT PLAN—SANITARY SEWER &<br>WATER MAIN              |
| 6         | EASEMENT PLAN—STORM SEWER &<br>RETENTION SYSTEM           |
| 7         | EASEMENT PLAN—PUBLIC UTILITY, LANDSCAPE<br>& CONSERVATION |

LEGAL DESCRIPTION

PART OF THE NORTHEAST 1/4 OF SECTION 26, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 26, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE ALONG THE NORTH LINE OF SAID SECTION 26 ALSO BEING THE CENTERLINE OF TEN MILE ROAD (93' WIDE), N.90°00'00"W, 1330.58' TO THE POINT OF BEGINNING, THENCE IN PART ALONG THE WESTERLY LINE OF "ORCHARD HILLS" SUBDIVISION, AS RECORDED IN LIBER 86, OF PLATS, PAGE 40, OAKLAND COUNTY RECORDS, S.00°00'00"E, 350.00'; THENCE N.90°00'00"W, 135.00'; THENCE S.00°00'00"E, 115.00'; THENCE N.90°00'00"W, 751.00'; THENCE N.00°00'00"E, TO THE SAID NORTH LINE OF SECTION 26 ALSO BEING THE CENTERLINE OF TEN MILE ROAD (93' WIDE), 465.00'; THENCE ALONG THE SAID NORTH LINE OF SECTION 26 AND SAID CENTERLINE OF TEN MILE ROAD, N.90°00'00"E, 886.00' TO THE POINT OF BEGINNING CONTAINING 9.10 ACRES.

NOTE :

ALL IMPROVEMENTS SHOWN ON THE PLAN  
 EITHER HAVE BEEN CONSTRUCTED OR MUST  
 BE BUILT.

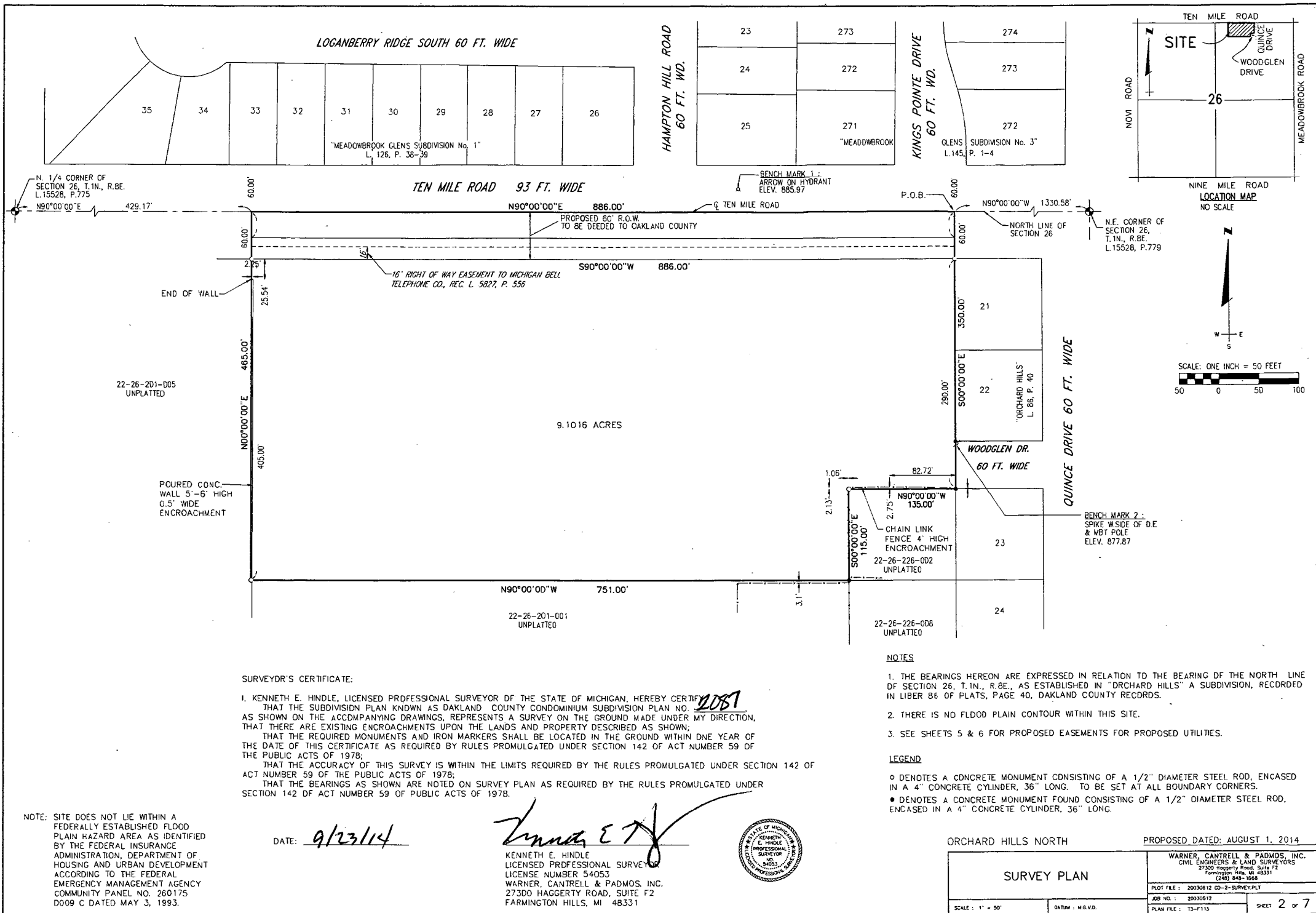
  
 KENNETH E. HINDLE  
 REGISTERED LAND SURVEYOR NO. 54053



ORCHARD HILLS NORTH

PROPOSED DATED: AUGUST 1, 2014

|             |        |  |                    |
|-------------|--------|--|--------------------|
| COVER SHEET |        | WARNER, CANTRELL & PADMOS, INC.<br>CIVIL ENGINEERS & LAND SURVEYORS<br>27300 HAGGERTY ROAD, SUITE F2<br>FARMINGTON HILLS, MI 48331<br>(248) 848-1668 |                    |
|             |        | PLOT FILE : 20030612 CD-1-COVER.PLT  | JOB NO. : 20030612 |
| SCALE :     | DATE : | PLAN FILE : T3-F113  | SHEET 1 of 7       |



**SURVEYOR'S CERTIFICATE:**

I, KENNETH E. HINDLE, LICENSED PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY THAT THE SUBDIVISION PLAN KNOWN AS DAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 2087 AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, THAT THERE ARE EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY DESCRIBED AS SHOWN; THAT THE REQUIRED MONUMENTS AND IRON MARKERS SHALL BE LOCATED IN THE GROUND WITHIN ONE YEAR OF THE DATE OF THIS CERTIFICATE AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978; THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978; THAT THE BEARINGS AS SHOWN ARE NOTED ON SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF PUBLIC ACTS OF 1978.

NOTE: SITE DOES NOT LIE WITHIN A FEDERALLY ESTABLISHED FLOOD PLAIN HAZARD AREA AS IDENTIFIED BY THE FEDERAL INSURANCE ADMINISTRATION, DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY COMMUNITY PANEL NO. 260175 D009 C DATED MAY 3, 1993.

DATE: 9/23/14

Kenneth E. Hindle  
KENNETH E. HINDLE  
LICENSED PROFESSIONAL SURVEYOR  
LICENSE NUMBER 54053  
WARNER, CANTRELL & PADMOS, INC.  
27300 HAGGERTY ROAD, SUITE F2  
FARMINGTON HILLS, MI 48331



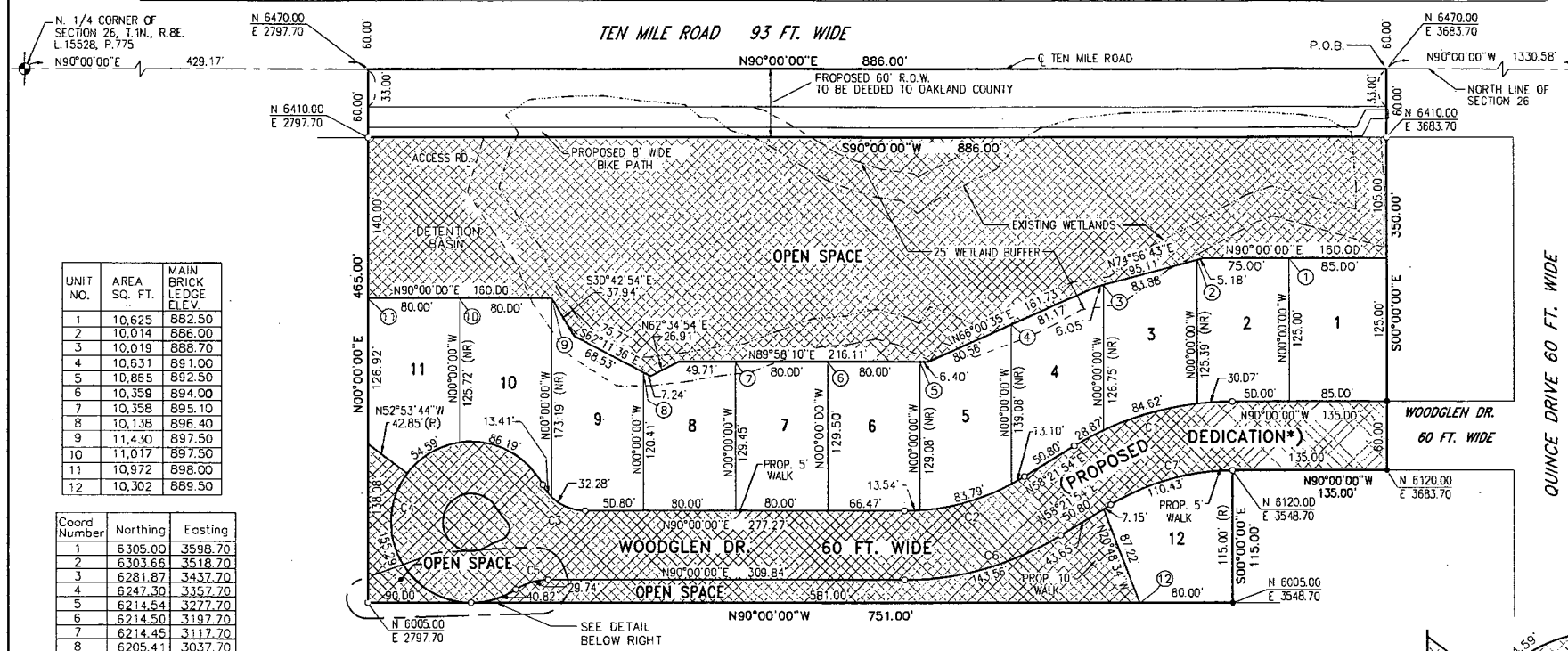
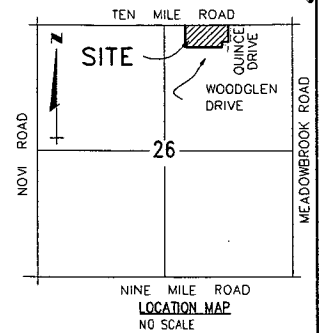
**NOTES**

1. THE BEARINGS HEREON ARE EXPRESSED IN RELATION TO THE BEARING OF THE NORTH LINE OF SECTION 26, T.1N., R.8E., AS ESTABLISHED IN "ORCHARD HILLS" A SUBDIVISION, RECORDED IN LIBER 86 OF PLATS, PAGE 40, DAKLAND COUNTY RECORDS.
2. THERE IS NO FLOOD PLAIN CONTOUR WITHIN THIS SITE.
3. SEE SHEETS 5 & 6 FOR PROPOSED EASEMENTS FOR PROPOSED UTILITIES.

**LEGEND**

- DENOTES A CONCRETE MONUMENT CONSISTING OF A 1/2" DIAMETER STEEL ROD, ENCASED IN A 4" CONCRETE CYLINDER, 36" LONG. TO BE SET AT ALL BOUNDARY CORNERS.
- DENOTES A CONCRETE MONUMENT FOUND CONSISTING OF A 1/2" DIAMETER STEEL ROD, ENCASED IN A 4" CONCRETE CYLINDER, 36" LONG.

|                     |                |  |                   |
|---------------------|----------------|--|-------------------|
| ORCHARD HILLS NORTH |                | PROPOSED DATED: AUGUST 1, 2014   |                   |
| <b>SURVEY PLAN</b>  |                | WARNER, CANTRELL & PADMOS, INC.<br>CIVIL ENGINEERS & LAND SURVEYORS<br>27300 HAGGERTY ROAD, SUITE F2<br>FARMINGTON HILLS, MI 48331<br>(248) 849-1688 |                   |
| SCALE: 1" = 50'     | DATE: N.G.V.D. | PLOT FILE: 20030612 CD-2-SURVEY.PLT  | JOB NO.: 20030612 |
|                     |                | PLAN FILE: 13-113  | SHEET 2 OF 7      |



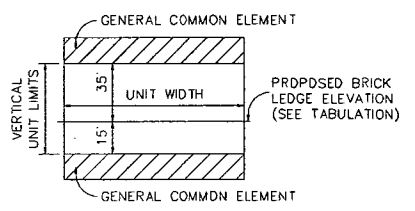
| UNIT NO. | AREA SQ. FT. | MAIN BRICK LEDGE ELEV. |
|----------|--------------|------------------------|
| 1        | 10,625       | 882.50                 |
| 2        | 10,014       | 886.00                 |
| 3        | 10,019       | 888.70                 |
| 4        | 10,631       | 891.00                 |
| 5        | 10,865       | 892.50                 |
| 6        | 10,359       | 894.00                 |
| 7        | 10,358       | 895.10                 |
| 8        | 10,138       | 896.40                 |
| 9        | 11,430       | 897.50                 |
| 10       | 11,017       | 897.50                 |
| 11       | 10,972       | 898.00                 |
| 12       | 10,302       | 889.50                 |

| Coord Number | Northing | Easting |
|--------------|----------|---------|
| 1            | 6305.00  | 3598.70 |
| 2            | 6303.66  | 3516.70 |
| 3            | 6281.87  | 3437.70 |
| 4            | 6247.30  | 3357.70 |
| 5            | 6214.54  | 3277.70 |
| 6            | 6214.50  | 3197.70 |
| 7            | 6214.45  | 3117.70 |
| 8            | 6205.41  | 3037.70 |
| 9            | 6270.00  | 2957.70 |
| 10           | 6270.00  | 2877.70 |
| 11           | 6270.00  | 2797.70 |
| 12           | 6005.00  | 3468.70 |

**LEGEND**

- UNIT NUMBER
- LIMITS OF OWNERSHIP
- GENERAL COMMON ELEMENT
- C1 CURVE NUMBER
- (R) RADIAL
- (NR) NOT RADIAL
- o DENOTES A CONCRETE MONUMENT CONSISTING OF A 1/2" DIA. STEEL ROD, ENCASED IN A 4" CONCRETE CYLINDER, 36" LONG.
- DENOTES AN EXISTING CONCRETE MONUMENT
- ① DENOTES UNIT CORNER COORDINATE POINT
- - - - - EXISTING WETLAND LINE
- - - - - WETLAND BUFFER

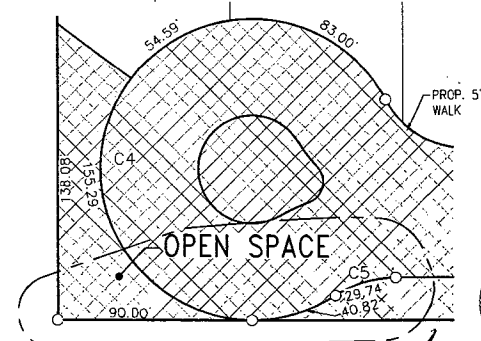
**TYPICAL UNIT CROSS-SECTION**  
N.T.S.



| CURVE | RADIUS  | DELTA      | ARC     | CHORD   | CHORD BRG.  |
|-------|---------|------------|---------|---------|-------------|
| C1    | 260.00' | 31°38'06"  | 143.56' | 141.74' | N74°10'57"E |
| C2    | 200.00' | 31°38'06"  | 110.43' | 109.03' | N74°10'57"E |
| C3    | 42.00'  | 62°20'10"  | 45.69'  | 43.47'  | N58°49'55"W |
| C4    | 70.00'  | 275°45'01" | 336.89' | 93.90'  | N14°27'39"E |
| C5    | 51.00'  | 33°24'51"  | 29.74'  | 29.32'  | N73°17'34"E |
| C6    | 260.00' | 31°38'06"  | 143.56' | 141.74' | N74°10'57"E |
| C7    | 200.00' | 31°38'06"  | 110.43' | 109.03' | N74°10'57"E |

\*UNTIL SUCH TIME AS THE DEDICATION OF THE ROADS WITHIN THE CONDOMINIUM ARE ACCEPTED BY THE CITY OF NOVI, ALL CO-OWNERS OF UNITS, THE CITY OF NOVI, AND ALL SOURCES OF EMERGENCY AND GOVERNMENTAL SERVICES, INCLUDING THE U.S. POSTAL SERVICE, SHALL HAVE A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THE ROADS.

NOTE : 1/2" IRON RODS 18" LONG TO BE SET AT ALL UNIT CORNERS.  
NOTE : THE STREETS AND RELATED STRUCTURES SHOWN ON THIS PLAN "MUST BE BUILT".



**DETAIL**  
1" = 30'

ORCHARD HILLS NORTH

**SITE PLAN**

SCALE : 1" = 30'

DATE :

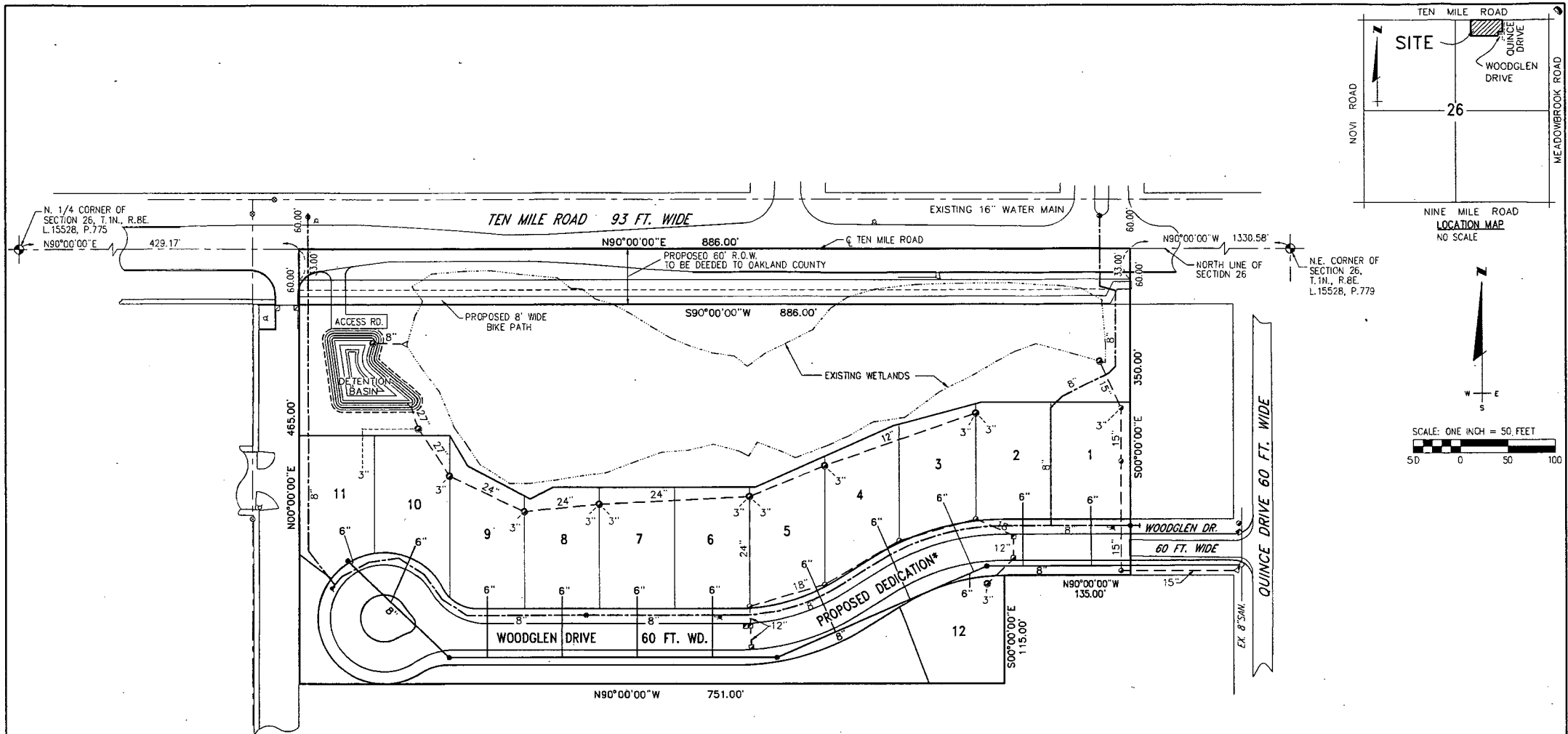
PROPOSED DATED: AUGUST 1, 2014

WARNER, CANTRELL & PADMOS, INC.  
CIVIL ENGINEERS & LAND SURVEYORS  
27300 Hogarty Road, Suite 172  
Farmington Hills, MI 48331  
(248) 848-1588

PLOT FILE : 20030612 CO-3-SITE.PLT  
JOB NO. : 20030612  
PLAN FILE : T3-F113

SHEET 3 of 7





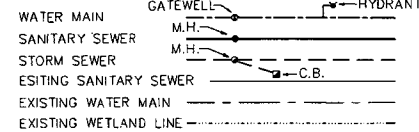
**NOTE:**

- SANITARY SEWER, WATER MAINS AND STORM SEWERS AND STORM WATER DETENTION AREA SHOWN MUST BE BUILT.
- ALL UTILITIES ARE UNDERGROUND.
- METERS WILL BE SHOWN ON AS-BUILT DRAWINGS.
- SERVICE LEADS WILL BE SHOWN ON AS-BUILT DRAWINGS.
- TV - COMBINED WITH OTHER UTILITIES.
- THE DETROIT EDISON COMPANY, CONSUMERS ENERGY COMPANY, AMERITECH TELEPHONE COMPANY AND BRIGHTHOUSE NETWORKS CABLE COMPANY UTILITY LOCATIONS ARE NOT AVAILABLE AND ARE TO BE SHOWN ON "AS-BUILT" DRAWINGS.
- SEE SHEETS 5, 6 AND 7 FOR PROPOSED EASEMENTS FOR PROPOSED UTILITIES.

| UTILITY        | SOURCE OF LOCATION   |
|----------------|--|
| GAS            | CONSUMERS ENERGY COMPANY   |
| ELECTRICAL     | DETROIT EDISON COMPANY   |
| TELEPHONE      | AMERITECH  |
| WATER MAIN     |  |
| SANITARY SEWER | ORCHARD HILLS NORTH CONDOMINIUM ENGINEERING PLANS BY WARNER, CANTRELL & PADMOS, INC. DATED MARCH 8, 2006 |
| STORM SEWER    |  |
| T.V. CABLE     | BRIGHTHOUSE NETWORKS CABLE CO.   |

NOTE: SITE DOES NOT LIE WITHIN A FEDERALLY ESTABLISHED FLOOD PLAIN HAZARDOUS AREA AS IDENTIFIED BY THE FEDERAL INSURANCE ADMINISTRATION, DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY COMMUNITY PANEL NO. 260175 0009 C, DATED MAY 3, 1993.

**LEGEND**

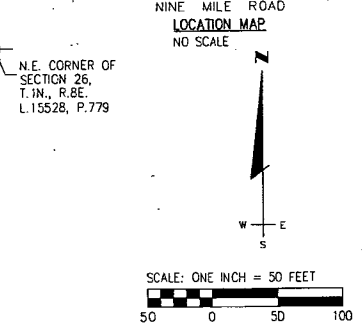
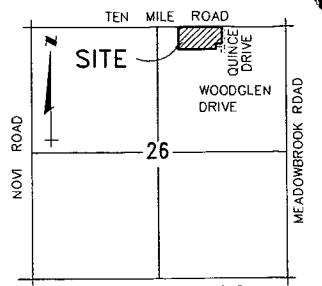
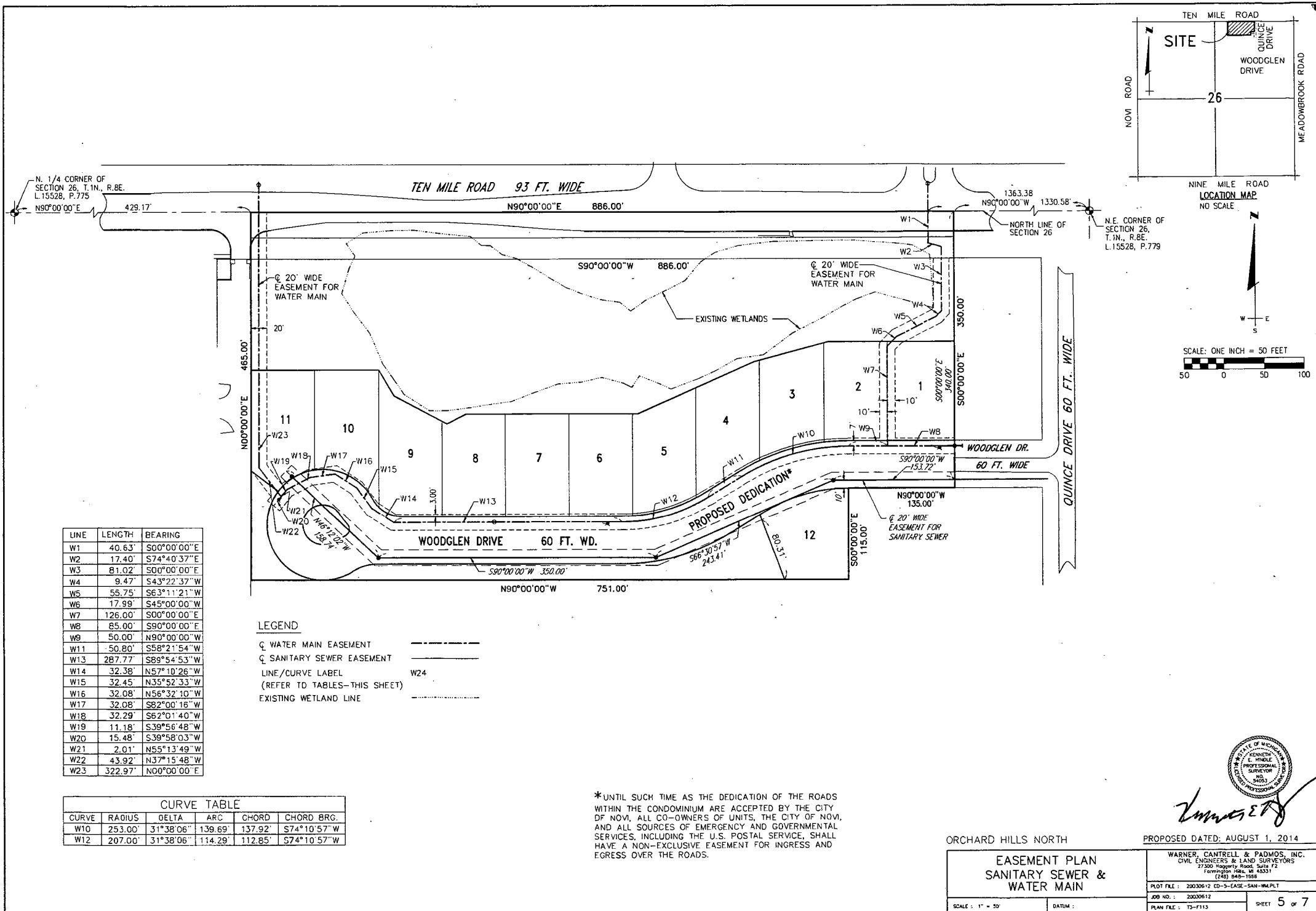


\*UNTIL SUCH TIME AS THE DEDICATION OF THE ROADS WITHIN THE CONDOMINIUM ARE ACCEPTED BY THE CITY OF NOVI, ALL CO-OWNERS OF UNITS, THE CITY OF NOVI, AND ALL SOURCES OF EMERGENCY AND GOVERNMENTAL SERVICES, INCLUDING THE U.S. POSTAL SERVICE, SHALL HAVE A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THE ROADS.

ORCHARD HILLS NORTH

PROPOSED DATED: AUGUST 1, 2014

|                     |       |  |              |
|---------------------|-------|--|--------------|
| <b>UTILITY PLAN</b> |       |  |              |
|                     |       | WARNER, CANTRELL & PADMOS, INC.<br>CIVIL ENGINEERS & LAND SURVEYORS<br>27300 Hooper Road, Suite 72<br>Farmington Hills, MI 48331<br>(248) 846-1500 |              |
| SCALE: 1" = 50'     | DATE: | PLOT FILE: 20030612 CD-4-UTILITY.PLT   | SHEET 4 of 7 |
|                     |       | JOB NO.: 20030612  |              |
|                     |       | PLAN FILE: 13-F113   |              |



N. 1/4 CORNER OF SECTION 26, T.1N., R.8E. L.15528, P.775  
 N90°00'00"E 429.17'

1363.38  
 N90°00'00"W 1330.58'  
 NORTH LINE OF SECTION 26

N.E. CORNER OF SECTION 26, T.1N., R.8E. L.15528, P.779

| LINE | LENGTH  | BEARING     |
|------|---------|-------------|
| W1   | 40.63'  | S00°00'00"E |
| W2   | 17.40'  | S74°40'37"E |
| W3   | 81.02'  | S00°00'00"E |
| W4   | 9.47'   | S43°22'37"W |
| W5   | 56.75'  | S63°11'21"W |
| W6   | 17.99'  | S45°00'00"W |
| W7   | 126.00' | S00°00'00"E |
| W8   | 85.00'  | S90°00'00"E |
| W9   | 50.00'  | N90°00'00"W |
| W11  | 50.80'  | S58°21'54"W |
| W13  | 287.77' | S89°54'53"W |
| W14  | 32.38'  | N57°10'26"W |
| W15  | 32.45'  | N35°52'33"W |
| W16  | 32.08'  | N56°32'10"W |
| W17  | 32.08'  | S82°00'16"W |
| W18  | 32.29'  | S62°01'40"W |
| W19  | 11.18'  | S39°56'48"W |
| W20  | 15.48'  | S39°58'03"W |
| W21  | 2.01'   | N55°13'49"W |
| W22  | 43.92'  | N37°15'48"W |
| W23  | 322.97' | N00°00'00"E |

| CURVE TABLE |         |           |         |         |             |
|-------------|---------|-----------|---------|---------|-------------|
| CURVE       | RADIUS  | DELTA     | ARC     | CHORD   | CHORD BRG.  |
| W10         | 253.00' | 31°38'06" | 139.69' | 137.92' | S74°10'57"W |
| W12         | 207.00' | 31°38'06" | 114.29' | 112.85' | S74°10'57"W |

**LEGEND**  
 C WATER MAIN EASEMENT  
 C SANITARY SEWER EASEMENT  
 LINE/CURVE LABEL (REFER TO TABLES—THIS SHEET)  
 EXISTING WETLAND LINE

\*UNTIL SUCH TIME AS THE DEDICATION OF THE ROADS WITHIN THE CONDOMINIUM ARE ACCEPTED BY THE CITY OF NOVI, ALL CO-OWNERS OF UNITS, THE CITY OF NOVI, AND ALL SOURCES OF EMERGENCY AND GOVERNMENTAL SERVICES, INCLUDING THE U.S. POSTAL SERVICE, SHALL HAVE A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THE ROADS.



*Kenneth E. Whittle*  
 PROPOSED DATED: AUGUST 1, 2014

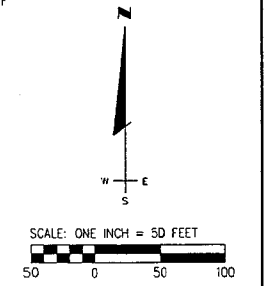
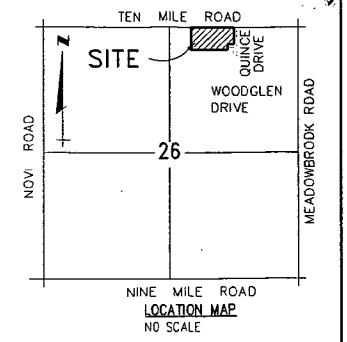
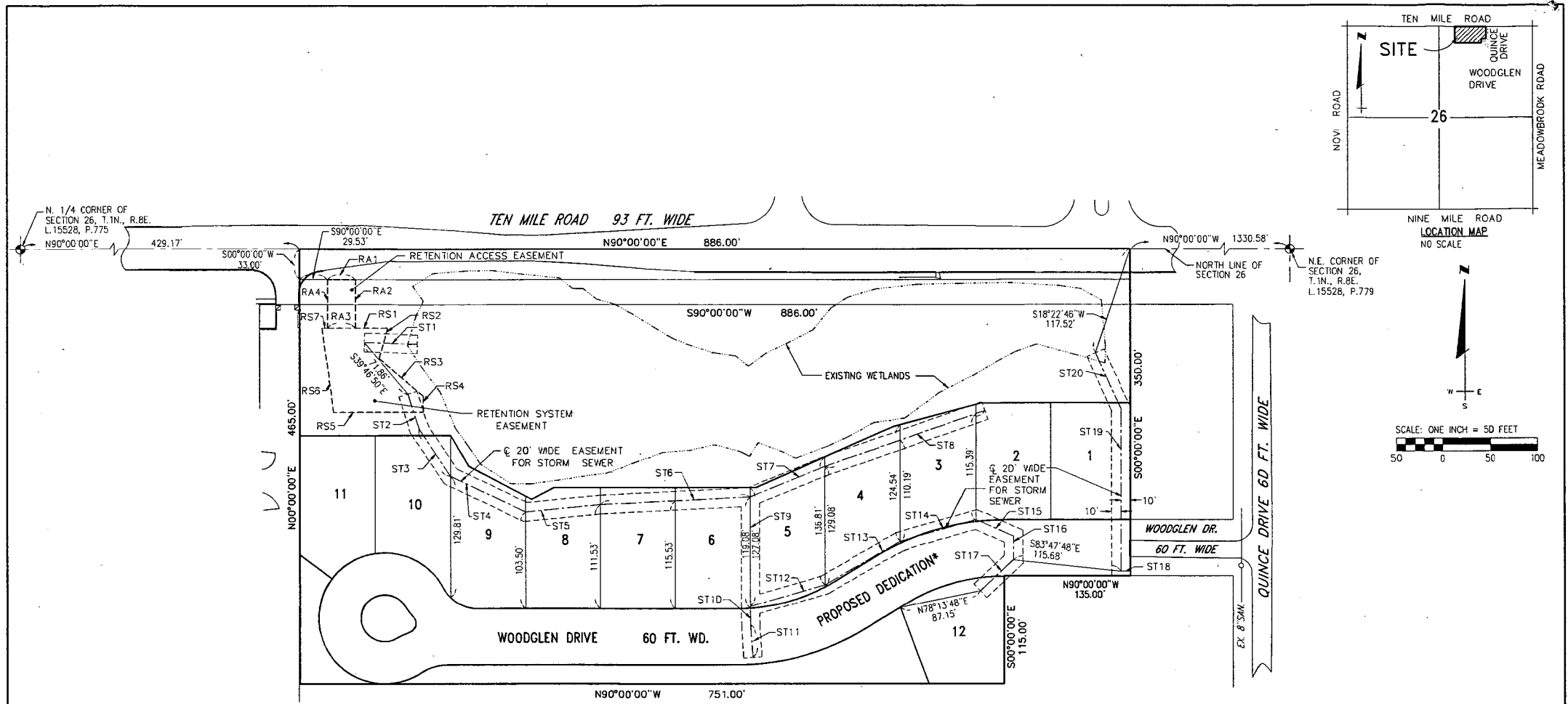
ORCHARD HILLS NORTH

**EASEMENT PLAN  
 SANITARY SEWER &  
 WATER MAIN**

WARNER, CANTRELL & PADMOS, INC.  
 CIVIL ENGINEERS & LAND SURVEYORS  
 37200 Wagonwheel Road, Suite 72  
 Farmington Hills, MI 48331  
 (248) 849-1588

PLOT FILE : 20030612 CD-5-EASE-SAN-WMPLT  
 JOB NO. : 20030612  
 PLAN FILE : T3-F113

SCALE : 1" = 50'  
 DATUM :  
 SHEET 5 of 7



N. 1/4 CORNER OF SECTION 26, T.1N., R.8E., L.15528, P.779  
 N90°00'00"E 429.17'  
 S00°00'00"W 33.00'

NORTH LINE OF SECTION 26  
 N90°00'00"W 1330.58'

N.E. CORNER OF SECTION 26, T.1N., R.8E., L.15528, P.779

| LINE | LENGTH  | BEARING     |
|------|---------|-------------|
| ST1  | 55.93'  | S88°06'50"E |
| ST2  | 39.47'  | S17°20'46"E |
| ST3  | 60.25'  | S33°29'45"E |
| ST4  | 88.62'  | S64°31'25"E |
| ST5  | 80.40'  | N84°16'23"E |
| ST6  | 160.20' | N87°07'59"E |
| ST7  | 86.45'  | N67°43'58"E |
| ST8  | 180.58' | N70°42'25"E |
| ST9  | 117.08' | S00°00'00"E |
| ST10 | 19.52'  | S01°18'35"E |
| ST11 | 35.00'  | S03°41'01"E |
| ST12 | 83.25'  | N73°56'50"E |
| ST13 | 92.71'  | N59°38'59"E |
| ST14 | 84.19'  | N74°10'46"E |
| ST15 | 43.77'  | S66°02'19"E |
| ST16 | 25.00'  | S00°00'00"E |
| ST17 | 48.72'  | S47°03'48"W |
| ST18 | 10.00'  | N90°00'00"E |
| ST19 | 174.00' | N90°00'00"W |
| ST20 | 65.34'  | N24°27'40"W |

| LINE | LENGTH | BEARING     |
|------|--------|-------------|
| RS1  | 64.31' | N90°00'00"E |
| RS2  | 33.72' | S15°56'10"W |
| RS3  | 61.15' | S49°00'36"E |
| RS4  | 17.47' | S00°00'00"W |
| RS5  | 94.55' | N80°00'00"W |
| RS6  | 90.87' | N07°55'13"W |
| RS7  | 5.85'  | N90°00'00"E |

| LINE | LENGTH | BEARING     |
|------|--------|-------------|
| RA1  | 30.00' | S90°00'00"E |
| RA2  | 52.00' | S00°00'00"E |
| RA3  | 30.00' | S90°00'00"W |
| RA4  | 52.00' | N00°00'00"W |

**LEGEND**

- STORM SEWER EASEMENT ST15
  - - - RETENTION ACCESS EASEMENT RA1
  - - - RETENTION SYSTEM EASEMENT RS1
- (REFER TO TABLES—THIS SHEET)

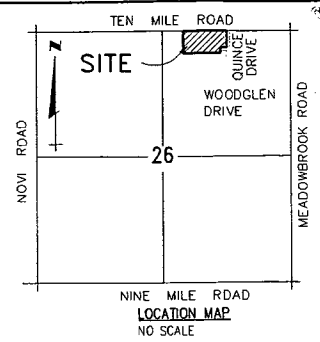
\*UNTIL SUCH TIME AS THE DEDICATION OF THE ROADS WITHIN THE CONDOMINIUM ARE ACCEPTED BY THE CITY OF NOVY, ALL CO-OWNERS OF UNITS, THE CITY OF NOVY, AND ALL SOURCES OF EMERGENCY AND GOVERNMENTAL SERVICES, INCLUDING THE U.S. POSTAL SERVICE, SHALL HAVE A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THE ROADS.

ORCHARD HILLS NORTH

PROPOSED DATED: AUGUST 1, 2014

|  |                    |              |
|--|--------------------|--------------|
| <b>EASEMENT PLAN<br/>STORM SEWER AND<br/>STORM WATER RETENTION</b> |                    |              |
| SCALE: 1" = 50'  | DATUM:             |              |
| JOB NO.: 20030612  | PLAN FILE: 13-F113 | SHEET 6 of 7 |

WARNER, CANTRELL & PADMS, INC.  
 CIVIL ENGINEERS & LAND SURVEYORS  
 27500 Popper Road, Suite F2  
 Farmington Hills, MI 48331  
 (248) 848-1555

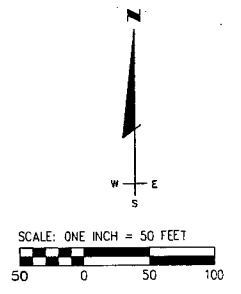
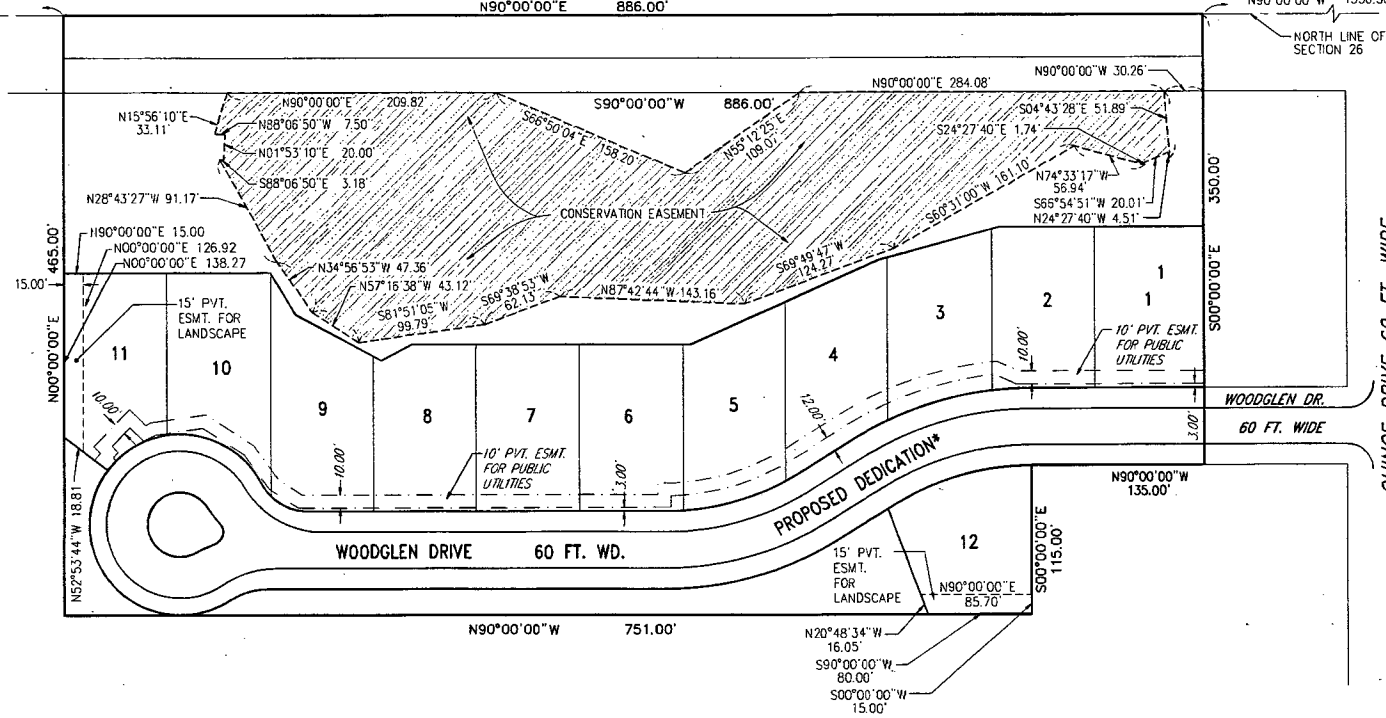


N. 1/4 CORNER OF SECTION 26, T.1N., R.8E. L.15528, P.775  
 N90°00'00"E 429.17'

TEN MILE ROAD 93 FT. WIDE

N90°00'00"W 1330.58'  
 NORTH LINE OF SECTION 26

N.E. CORNER OF SECTION 26, T.1N., R.8E. L.15528, P.779



**LEGEND**

- Q PRIVATE EASEMENT FOR PUBLIC UTILITIES
- CONSERVATION EASEMENT

\*UNTIL SUCH TIME AS THE DEDICATION OF THE ROADS WITHIN THE CDNDOMINIUM ARE ACCEPTED BY THE CITY OF NOVI, ALL CO-OWNERS OF UNITS, THE CITY OF NOVI, AND ALL SOURCES OF EMERGENCY AND GOVERNMENTAL SERVICES, INCLUDING THE U.S. POSTAL SERVICE, SHALL HAVE A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THE ROADS.

*Warner*  
 KENNETH E. WARNER  
 PROFESSIONAL SURVEYOR  
 No. 5493  
 State of Michigan

|   |        |   |                   |
|---|--------|---|-------------------|
| ORCHARD HILLS NORTH   |        | PROPOSED DATED: AUGUST 1, 2014  |                   |
| <b>EASEMENT PLAN<br/>PUBLIC UTILITY, LANDSCAPE<br/>&amp; CONSERVATION</b> |        | WARNER, CANTRELL & PADWOS, INC.<br>CIVIL ENGINEERS & LAND SURVEYORS<br>17500 Hoppers Road, Suite F2<br>Farmington Hills, MI 48331<br>(248) 848-1850 |                   |
| SCALE: 1" = 50'   | DATUM: | PLOT FILE: 20030812 CD-S-EASE-SAM-WM-UTILITY.PLT  | JOB NO.: 20030512 |
|   |        | PLAN FILE: 13-F113  | SHEET 7 OF 7      |