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RECORDED  
SEP 23 1 26 PM '96  
KANGY HAVILAND  
REGISTER OF DEEDS  
LIVINGSTON COUNTY, MI  
48373

**MASTER DEED**

**OF**

**MILLPOINTE OF HARTLAND**

LIVINGSTON COUNTY TREASURER'S CERTIFICATE  
Thereby certifying that there are no TAX  
LIES or LIES with by the state or any  
individual against the within description,  
and all TAXES are same as paid for five  
years previous to the date of this instrument  
or appear on the records in this  
office except as stated.

75301

9-23-96  
Dianne H. Hardy, Treasurer  
Sec. 105 Act 266, 1893 as Amended  
Taxes not examined

HOMESTEAD DENIALS NOT EXAMINED

THIS MASTER DEED is made and executed on this 9<sup>th</sup> day of Sept,  
1996, by American Quality Homes, Inc., a Michigan Corporation, hereinafter referred to as  
"Developer," whose address is 41050 Vincenti Court, Novi, Michigan 48375, represented herein  
by Bernard Gliberman, who is fully empowered and qualified to act on behalf of the  
Corporation, in pursuance of the provisions of the Michigan Condominium Act (being Act 59  
of the Public Acts of 1978, as amended), hereinafter referred to as the "Act."

**WITNESSETH:**

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

NOW, THEREFORE, the Developer does, upon the recording hereof, establish  
Millpointe of Hartland as a Condominium Project under the Act and does declare that Millpointe  
of Hartland, hereinafter referred to as the "Condominium," "Project," or the "Condominium  
Project," shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased,  
rented, occupied, improved, or in any other manner utilized, subject to the provisions of the  
Act, 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 run  
with the land and shall be a burden and benefit to the Developer, its successors, and assigns, and  
any persons acquiring or owning interests in the said real property, their grantees, successor,  
heirs, representatives, administrators, and assigns. In furtherance of the establishment of said  
Condominium Project, it is provided as follows:

**ARTICLE I**

**TITLE AND NATURE**

The Condominium Project shall be known as Millpointe of Hartland, Livingston  
County Condominium Subdivision Plan No. 96. The engineering plans for the Project  
were approved by and filed with the Township of Hartland. The architectural plans for all  
dwellings and other improvements to be constructed within the Project must be approved by the  
Township of Hartland and thereafter will be filed with the Township of Hartland. The  
Condominium Project is established in accordance with the Act. The Units contained in the  
Condominium, including the number, boundaries, dimensions, and area of each Unit therein are  
set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each  
Unit has been created for residential purposes and each Unit is capable of individual utilization  
on account of having its own entrance from and exit to a Common Element of the Condominium  
Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit  
and shall have undivided and inseparable rights to share with other Co-owners the Common  
Elements of the Condominium Project as are designated by the Master Deed. The provisions  
of this Master Deed, including, but without limitation, the purposes of the Condominium, shall  
not be construed to give rise to any warranty or representation, express or implied, as to the  
composition or physical condition of the Condominium, other than that which is expressly  
provided herein.

## ARTICLE II

## LEGAL DESCRIPTION

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

A parcel of land located in part of the northeast 1/4 of Section 29, Town 3 north, Range 6 east, Hartland Township, Livingston County, Michigan, described as beginning at a point distant north 86 degrees 10 minutes 05 seconds east 1,317.18 feet along the north line of said Section 29 and south 02 degrees 33 minutes 32 seconds east 1,104.77 feet (1,108.43 feet from the centerline of M-59 Highway, Public - 120 feet wide) from the north 1/4 corner of said Section 29; thence from said point of beginning north 35 degrees 14 minutes 41 seconds east 83.84 feet; thence north 42 degrees 18 minutes 50 seconds east 261.54 feet; thence south 47 degrees 41 minutes 10 seconds east 120.00 feet; thence north 42 degrees 18 minutes 50 seconds east 43.69 feet; thence 18.22 feet along the arc of a curve to the left, said curve having a radius of 197.00 feet, a central angle of 05 degrees 17 minutes 52 seconds and a chord length of 18.21 feet which bears north 39 degrees 39 minutes 54 seconds east; thence south 52 degrees 59 minutes 02 seconds east 66.00 feet; thence south 47 degrees 41 minutes 10 seconds east 121.12 feet; thence south 42 degrees 18 minutes 50 seconds west 10.00 feet; thence south 44 degrees 35 minutes 00 seconds east 74.30 feet; thence south 33 degrees 36 minutes 16 seconds east 80.49 feet; thence south 22 degrees 56 minutes 46 seconds east 80.66 feet; thence south 02 degrees 04 minutes 19 seconds east 1,327.76 feet; thence south 86 degrees 30 minutes 15 seconds west 401.75 feet; thence 38.65 feet along the arc of a curve to the left, said curve having a radius of 25.00 feet, a central angle of 88 degrees 34 minutes 34 seconds and a chord length of 34.91 feet which bears south 42 degrees 12 minutes 58 seconds west; thence south 02 degrees 04 minutes 19 seconds east 115.66 feet; thence south 86 degrees 30 minutes 15 seconds west 186.06 feet along the east and west 1/4 line of said Section 29; thence north 02 degrees 04 minutes 19 seconds west 1,359.75 feet; thence north 02 degrees 33 minutes 32 seconds west 241.05 feet to the point of beginning, containing 22.81 acres, more or less and being subject to easements and restrictions of record. Sidwell No. 08-29-200-013.

## 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 not limitation, the Articles of Incorporation, Corporate By-Laws, and Rules and Regulations of the Millpointe of Hartland Association, a Michigan non-profit Corporation, and Deeds, Mortgages, Liens, Land Contracts, Easements, and other instruments affecting the establishment of, or transfer of, interest in Millpointe of Hartland, as a Condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

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

A. "Administrator" means the Michigan Department of Commerce or an authorized designee.

B. "Association" means Millpointe of Hartland Association which is the non-profit 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.

C. "Association Corporate By-Laws" means the Corporate By-Laws of Millpointe of Hartland Association, the Michigan non-profit Corporation organized to manage, maintain, and administer the Condominium.

D. "Board of Directors" or "Board" means the Board of Directors of Millpointe of Hartland Association, a Michigan non-profit corporation organized to manage, maintain and administer the Condominium.

E. "Common Elements" where used without modification shall mean both the General Common Elements described in Article IV hereof and such Limited Common Elements as may be created in accordance with the provisions of this Master Deed.

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

G. "Condominium Documents," wherever used, means and includes this Master Deed and Exhibits A and B hereto, the Articles of Incorporation, Association Corporation By-Laws, and Rules and Regulations, if any, of the Association as all of the same may be amended from time to time.

H. "Condominium Premises" means and includes the land, described in Article II above, all improvements and structures thereon, and all easements, rights, and appurtenances belonging to Millpointe of Hartland, as described above.

I. "Condominium Project," "Condominium," or "Project" means Millpointe of Hartland as a Condominium established in conformity with the provisions of the Act.

J. "Condominium Subdivision Plan" means Exhibit B hereto.

K. "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 or for so long as the Developer continues to construct or proposes to construct additional dwellings on the area of future development, as same as described in Article V hereof, together with any applicable warranty period in regard to such Units or dwellings.

L. "Co-owner" means a person, firm, Corporation, Partnership, Association, Trust, Land Contract Vendee - if the Land Contract so provides, other legal entity or any combination thereof who or which own one (1) or more Units in the Condominium Project. The term "Owner," wherever used, shall be synonymous with the term "Co-owner."

M. "Developer" shall mean American Quality Homes, Inc., which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always deemed to be included in the term "Developer" whenever, however, and wherever such terms is used in the Condominium documents.

N. "First Annual Meeting" means the initial meeting 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 fifty (50%) percent of the Units which may be created are sold, or (b) mandatorily after the elapse of fifty-four (54) months from the date of the first Unit conveyance, or (c) mandatorily after seventy-five (75%) percent of all Units which may be created are sold, whichever first occurs.

O. "Unit" or "Condominium" each mean a single Unit in Millpointe of Hartland as such space may be described in Article V-A hereof, and shall have the same meaning as the term "Condominium Unit" which is defined in the Act. All structures and improvements now or hereafter located within the boundaries of a Unit shall be owned in their entirety by the Co-owner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements.

P. Other terms which may be utilized in the Condominium documents and which are not defined hereinabove shall have the meanings as provided in the Act.

Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where the same would be appropriate.

#### ARTICLE IV

##### COMMON ELEMENTS

The Common Elements of the Project described in Exhibit B attached hereto and the responsibility for maintenance, repair, or replacement thereof are as follows:

A. The General Common Elements are:

1. The land as described in Article II hereof, excepting that portion described in Article V-A below and in Exhibit "B" hereto as constituting the Condominium Units.

2. All roads, cul-de-sacs and other surface improvements not located within the boundaries of a Condominium Unit. Those structures and improvements that now or hereafter are located within the boundaries of a Condominium Unit shall be owned in their entirety by the Co-owner of the Unit in which they are located and shall not, unless otherwise expressly provided in the Condominium documents, constitute Common Elements.

3. The electrical transmission system throughout the Project up to but not including the electric meter for each residential dwelling that now or hereafter is constructed within the perimeter of a Unit, together with common lighting for the Project, if any, as installed.

4. The telephone and cable T.V. wiring network, if any, throughout the Project up to the point of ancillary connection for Unit service.

5. The gas distribution system throughout the Project up to the point of lateral connection for Unit service.

6. Any common sprinkling system, fixtures and connections.

7. The sanitary sewer system throughout the Project up to the point of lateral connection for Unit service.

8. The storm sewer system, including any detention basins, throughout the Project, to the extent that the same is not dedicated to the public.

9. The telecommunications system, if and when it may be installed, up to the point of ancillary connection for Unit service.

10. The berms and landscaping on General Common Elements.

11. Any areas designated as wetlands within the Condominium.

12. Such other elements of the Condominium, not herein designated as General Common Elements, which are not enclosed within the boundaries of a Unit, and which are intended for common use or necessary to the existence, upkeep, and safety of the Condominium.

Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunications system, if and when constructed, 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 telecommunications system, if and when constructed, shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatsoever with respect to the nature or extent of such interest, in any.

B. The Limited Common Elements are:

1. The mail boxes and mail box stands shall be subject to the exclusive use and enjoyment of the Co-owner of such Unit which such items service.

2. The water lines within each Unit from the point immediately outside the foundation of each home built on each Unit at which the same connects with the line leading directly to the water main servicing Millpointe of Hartland, generally. The ownership of all water meters, wherever located, and all portions of the water system that are outside of the point of such connection or foundation, as appropriate, shall be and remain the sole and exclusive property of the private company which owns the water system serving Millpointe of Hartland, generally.

C. The respective responsibilities for the maintenance, decoration, repair, and replacement of the Common Elements are as follows:

1. The costs of maintenance, repair, and replacement of all General and Limited Common Elements other than as described below shall be borne by the Association, subject to any provisions of the Condominium By-Laws expressly to the contrary.

2. It is anticipated that a residential structure will be constructed on each Unit in the Condominium Premises. The costs of maintaining, decorating, and repairing those structures shall be borne by the respective Co-owners. The Co-owner shall also be responsible for maintaining lawn, gardens, and trees, as well as snow shoveling on their respective Units. If they fail to do so, the Association may but is not required to do so and assess the Co-owners for the cost of same.

3. The Association shall be responsible for maintaining the street, walkways, berms, all storm easements, drainage and detention systems, street lighting, signs, if any, and all General Common Areas. The Association may also, if acting through its Board of Directors, undertake such repair and replacement procedures on the exterior of any Premises constructed within the Condominium Units as it deems necessary or appropriate to maintain the quality and character of the Condominium development. In the event that the Association does not adequately maintain the above items, the Township, although not required to do so, may maintain same and assess the cost of that maintenance to the Co-owners if the roads, walkways and berms are not maintained in a safe condition.

4. No Co-owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements.

5. The Association Board of Directors shall have the authority to speak on behalf of all Co-owners relative to maintenance and repair of any storm water detention areas, and/or community wells.

6. The Association and the Co-owners shall be prohibited from taking any action which would undermine the character and/or function of the wetlands within the Condominium.

## ARTICLE V

### UNIT DESCRIPTION AND PERCENTAGE OF VALUE

A. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Millpointe of Hartland as prepared by Thaddeus Wozniak, of Zeimet-Wozniak and Associates, Inc., Registered Engineer, and attached hereto as Exhibit B. Each Unit shall consist of the space contained within the Unit boundaries as shown in Exhibit B hereto and delineated with heavy outlines together with all appurtenances thereto.

B. The percentage of value assigned to each Unit shall be equal for all 97 Units. The determination that percentages of value should be equal was made after reviewing

the comparative characteristics of each Unit in the Project which would affect maintenance costs and value and concluding that there are no material differences among the Units insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and the expenses of administration and the value of such Co-owner's vote at meetings of the Association. The total value of the Project is one hundred (100%) percent.

C. The size, location, nature, design or elevation of Units and/or Common Elements appurtenant or geographically proximate to any Units described in Exhibit "B", as same may be revised or amended from time to time, may be modified, in Developer's sole discretion, by amendment to this Master Deed effected solely by the Developer and its successors without the consent of any person so long as such modifications do not unreasonably impair or diminish the appearance of the Condominium or the view, privacy or other significant attribute or amenity of any Unit which adjoins or is proximate to the modified Unit or Common Element. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Condominium from time to time shall be deemed to have unanimously consented to such amendment or amendments to this Master Deed to effectuate the foregoing. All such interested persons irrevocably appoint Developer or its successors and assigns as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

## ARTICLE VI

### EXPANSION OF CONDOMINIUM

A. The Condominium Project established pursuant to the initial Master Deed of Millpointe of Hartland and consisting of 97 Units is intended to be the first phase of an expandable condominium under the Act, to contain in its entirety a maximum of 214 Units. Additional Units, if any, will be constructed upon all or some portion of the following described land, hereinafter referred to as "area of future development.":

#### LEGAL DESCRIPTION

The east 1/2 of the northeast 1/4 of Section 29, Town 3 north, Range 6 east, Hartland Township, Livingston County, Michigan, excepting therefrom the following described parcel: Commencing at the northeast corner of Section 29, Town 3 north, Range 6 east, Hartland Township, Livingston County, Michigan; thence south 02 degrees 11 minutes 10 seconds east, 500.20 feet along the east line of said Section 29 to the point of beginning of the parcel herein described; thence continuing along said east line south 02 degrees 11 minutes 10 seconds east 649.80 feet; thence south 86 degrees 10 minutes 17 seconds west 600.25 feet; thence north 02 degrees 11 minutes 10 seconds west 649.79 feet; thence north 86 degrees 10 minutes 17 seconds east, 600.25 feet to the point of beginning. Also excepting therefrom: The easterly 600 feet of the northerly 500 feet of the east 1/2 of the northeast 1/4 of Section 29, Town 3 north, Range 6 east, Hartland Township, Livingston County, Michigan, being more particularly described as follows: Commencing at the northeast corner of said Section 29; thence south 02 degrees 11 minutes 10 seconds east, 48.26 feet along the east line of said Section 29 to a point of the southerly right-of-way line of M-59 Highway, said point being the point of beginning of the parcel herein described; thence continuing along said east line south 02 degrees 11 minutes 10 seconds east 451.94 feet; thence south 86 degrees 10 minutes 17 seconds west 600.25 feet; thence north 02 degrees 11 minutes 10 seconds west, 440.09 feet to a point on said southerly right-of-way line of M-59 Highway; thence along said southerly line north 86 degrees 28 minutes 18 seconds east, 550.25 feet and north 03 degrees 31 minutes 42 seconds west 15.00 feet and north 86 degrees 28 minutes 18 seconds east, 50.27 feet to the point of beginning. ABOVE PARCEL IS ALSO DESCRIBED AS FOLLOWS, as shown on survey prepared by McNeely & Lincoln Associates, Inc., Job No. 7243, dated September 13, 1989: Part of the east 1/2 of the northeast 1/4 of Section 29, Town 3 north, Range 6 east, Hartland Township, Livingston County, Michigan, more fully described as: Commencing at the northeast corner of said Section 29; thence south 86 degrees

10 minutes 17 seconds west 600.21 feet along the north line of said Section 29; thence south 02 degrees 10 minutes 41 seconds east 1149.88 feet; thence north 86 degrees 10 minutes 31 seconds east 600.37 feet to the east line of said Section 29; thence south 02 degrees 11 minutes 10 seconds east 1563.43 feet along said east Section line to the east 1/4 corner of said Section 29; thence south 86 degrees 36 minutes 06 seconds west 1310.84 feet to an iron rod in the center of a 6 foot by 18 inch concrete pillar; thence north 02 degrees 05 minutes 06 seconds west 1357.24 feet; thence north 02 degrees 33 minutes 07 seconds west 1346.12 feet to the northwest corner of the east 1/2 of the northeast 1/4 of said Section 29; thence north 86 degrees 10 minutes 17 seconds east 717.07 feet along the north line of said Section 29 to the point of beginning. INCLUDING the use of a 66 foot wide non-exclusive easement for ingress, egress and utilities to Old US 23 reserved in document recorded in Liber 1180, page 225, Livingston County Records, described as follows: A 66 foot wide private easement for purposes of ingress, egress and public and private utilities, the centerline of which is described as follows: Part of the west 1/2 of the northwest 1/4 of Section 28, Town 3 north, Range 6 east, Hartland Township, Livingston County, Michigan, described as: Commencing at the west 1/4 corner of said Section 29; thence south 87 degrees 22 minutes 21 seconds east, along the east-west 1/4 line of said Section 29, 1332.34 feet; thence north 02 degrees 00 minutes 34 seconds east, 484.00 feet to the point of beginning of said centerline easement description; thence north 87 degrees 22 minutes 21 seconds west, along said centerline, 379.46 feet to a point of curve; thence along a centerline curve to the left, radius of 100.00 feet, through a central angle of 41 degrees 24 minutes 33 seconds, arc distance of 72.27 feet, chord bearing south 71 degrees 55 minutes 21 seconds west 70.71 feet to a point of reverse curve; thence along a centerline curve to the right, radius of 100.00 feet, through a central angle of 41 degrees 24 minutes 33 seconds, arc distance of 72.27 feet, chord bearing south 71 degrees 55 minutes 21 seconds west 70.71 feet; thence north 87 degrees 22 minutes 21 seconds west, along said centerline, 818.65 feet to a point on the west line of said Section and the point of ending of said centerline easement description,

(except any portion of such land that is included in the parcel described in Article II of this Master Deed).

B. Any other provisions of this Master Deed notwithstanding, the number of Units in the Condominium may, at the option of the Developer or its successors or assigns, from time to time, within a period ending no later than six (6) years from the date of recording of this Master Deed, be increased by the addition to this Condominium of any portion of the area of future development and the establishment of the residential Units thereon. The location, nature, appearance, design (interior and exterior) and structural components of all such additional Units and any improvements as may be constructed thereon shall be determined by Developer in its sole discretion subject only to approval by the Township of Hartland. The percentage of land to be devoted to additional residential Units will be the maximum permitted by the Township of Hartland. One hundred (100%) percent of all additional Unit areas will be devoted to residential use or utility facilities to service those uses.

C. Nothing herein contained shall in any way obligate the Developer to enlarge the Condominium beyond the phase established by this Master Deed and the Developer (or its successors and assigns), may in its discretion, establish all or a portion of said area of future development as any other form of development. There are no restrictions on the election of the Developer to expand the Project other than as explicitly set forth herein. There is no obligation on the part of the Developer to add to the Condominium all or any portion of the area of future development described in Article VI, nor is there any obligation to add portions thereof in any particular order nor to construct particular improvements thereon in any specific locations.

D. Such increase in size of this Condominium shall be given effect by appropriate amendment(s) to this Master Deed in the manner provided by law, which amendment(s) shall be prepared by and at the discretion of the Developer or its successors and assigns, and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of 100% for the entire Condominium

resulting from such amendment(s) to this Master Deed and preserving equal percentages of value for each Condominium Unit.

E. Such amendment(s) to the Master Deed shall also contain such further definitions and re-definitions of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to additional parcel(s) being added to the Condominium by such amendments. In connection with any such amendment(s), the Developer shall have the right to change the nature of any Common Elements previously included in the Condominium for any purpose reasonably necessary to achieve the purposes of this Article, including but not limited to, the connection of roadways in the Condominium to any roadways that may be located on, or planned for any area of future development, and to provide access to any Unit that is located on, or planned for any area of future development, from the roadways located in the Condominium.

F. A Consolidating Master Deed shall be recorded pursuant to the Act when the Condominium is finally concluded as determined by the Developer in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

G. 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 amendments to this Master Deed as may be proposed by the Developer to effectuate the purposes of this article and to any proportionate reallocation of percentages of value of existing Units which the Developer may determine necessary in conjunction with such amendments. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

## ARTICLE VII

### EASEMENTS

A. In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling, or moving of a building or due to survey errors or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements too, through and over those portions of the land, structures, buildings, and improvements, and walls (including interior Unit dwelling walls) contained therein for access for the continuing maintenance and repair of all utilities in the Condominium. It is understood that in regard to the utility easements for power lines, if any fences are erected around the power line poles or towers and said fences are damaged or removed incident to the exercise of the utility company's easement(s) rights, it shall be the responsibility of the Association to repair such damage.

B. There shall be easements to and in favor of the Association, and its officers, directors, agents and designees, in, on and over all Units and Common Elements in the Project, for access to the Units and the exterior of each of the residential dwellings that are constructed within the Project to permit the maintenance, decoration, repair and replacement thereof in accordance with the terms hereof. The individual Co-owners are responsible for the maintenance, repair and replacement of all structural elements contained within their respective Unit boundaries, including the driveways, and for lawn mowing, snow shoveling and maintenance of landscaping. In the event that a Co-owner fails or neglects to maintain the exterior structural components of the Co-owner's Unit, including the driveway, in an aesthetic and/or harmonious manner as may from time to time be established by the Association in duly adopted regulations passed by the Board of Directors pursuant to its authority set forth in Article VI, Section 11 of the Condominium By-Laws (Exhibit "A" hereto), or fails to mow the lawn or otherwise maintain the landscaping within the Unit boundaries, the Association shall be entitled to effect such maintenance to the Unit and/or such maintenance of landscaping and to assess the Co-owner the costs thereof and to collect such costs as part of the assessments under Article II

of the Condominium By-Laws (Exhibit "A" hereto). There also shall exist easements to and in favor of the Association, and its officers, directors, agents and designees, in, on and over all Units and Common Elements of the Project for access to and maintenance of those Common Elements of the Project for which the Association may from time to time be responsible. The Association shall in no event be obligated to repair any dwelling or other improvement located within or appurtenant to a Unit as a Limited Common Element to the extent repair is necessitated on account of an occurrence with respect to which a Co-owner is required under the Condominium documents to maintain insurance coverage, nor shall the Association be obligated to make any capital expenditures of any type whatsoever with respect to such dwellings or improvements or to perform any maintenance or repairs thereon.

C. Developer reserves for the benefit of itself, its successors, and assigns, and all future owners of the land described in Article VI above, or any portion(s) thereof, an easement for the unrestricted use of all roads and walkways in the Condominium for the purpose of ingress and egress to and from all or any portion of the parcel described in Article VI. All expenses of maintenance, repair, replacement, and resurfacing of any road referred to in this Article VII-C shall be shared by this Condominium and any developed portions of the contiguous land described in Article VI above whose closest means of access to a public road is over such road or roads. The Co-owners of this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses, which share shall be determined by multiplying such expenses times a fraction - the numerator of which is the number of dwelling Units in this Condominium and the denominator of which is comprised of the number of such Units plus all other dwelling Units in the adjoining land described in Article VI, whose closest means of access to a public road is over such road. The balance of the expenses shall be paid by the adjoining land owners on a similar basis, with that land owner paying for the equivalent of one Unit for any undeveloped portion of that land. If and when the roads are dedicated, the Association and the owners of land described in Article VI shall no longer be obligated under the provisions of this paragraph.

D. Developer also hereby reserves for the benefit of itself, its successors and assigns, all future owners of the land described in Article VI, or any portion or portions thereof, perpetual easements to install, construct, utilize, tap, tie into, extend, and enlarge all utility mains located on the Condominium Premises, including, but not limited to, telephone, electric, water, gas, cable television, video text, broad band cable, satellite dish, earth antenna and other telecommunications systems, storm, and sanitary sewer mains. In the event Developer, its successors, or assigns, or the owner of the private water system, 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. Unless dedicated to the public, all expenses of maintenance, upkeep, repair and replacement of the utility mains described in this Article VII-D, shall be shared by this Condominium and any developed portions of the contiguous land described in Article VI above who benefit from such utility mains. The Co-owners of this Condominium shall be responsible, from time to time, for payment of a proportionate share of said expenses, which share shall be determined by multiplying said expenses times a fraction, the numerator of which is the number of dwelling units in this Condominium, and the denominator of which is comprised of the number of such Units plus all other dwelling Units in the adjoining land described in Article VI above who benefit from such utility mains; (the balance of the expenses shall be paid by the adjoining land owners on a similar basis) provided, however, that the foregoing expenses are to be so paid and shared only if such expenses are not borne by a governmental agency or public utility; provided, further, that the expense sharing shall be applicable only to utility mains and all expenses of maintenance, upkeep, repair and replacement of utility leads shall be borne by the Association or the individual Co-owners, as the case may be, to the extent such leads are located on the Condominium and by the owner(s) or an Association of owners, as the case may be, of the land described in Article VI above, or portion thereof, upon which are located the dwelling Units which such lead or leads service. Developer also hereby reserves for the benefit of itself, its successors and assigns, a perpetual easement to modify the landscaping and/or grade on any portion of the Condominium premises in order to preserve and/or facilitate surface drainage in a portion or all of the contiguous land described in Article VI above. The Developer, its successors and assigns, shall bear all costs of such modifications. Any such modification to the

landscaping and/or grade in the Condominium premises under the provisions of this Article VI-D shall not impair the surface drainage in this Condominium.

E. The Developer also reserves the right to dedicate the roadways, drainage and utilities in this Condominium and to grant easements for utilities over, under, and across the Condominium to appropriate government agencies and/or public utility companies and to transfer title to roadways and/or utilities to state, county or local governments. Any such dedication, easements or transfer of title may be conveyed by Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to the Master Deed and Exhibit "B" hereto and recorded in the Livingston County Register of Deeds Office. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Condominium Project from time to time, shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing dedication, easement or transfer of title.

F. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the First Annual Meeting) shall be empowered and obligated to grant such easements, licenses, rights-of-entry, dedications, and rights-of-way over, under, and across, the Common Elements for utility purposes, access purposes, or other lawful purposes as may be necessary for the benefit of the Condominium or to dedicate any portion of the Common Elements to the public for such purposes; subject, however, to the approval of the Developer so long as the construction and Sales Period has not expired. The intent of this provision is to avoid any problems associated with roads and/or utilities required for the overall benefit of all co-owners which could be interfered with by the refusal of a single co-owner whose undivided interest in these common elements could be interpreted to allow the non-conveyance of a property interest that is for the benefit of all. Notice requirements of such dedication actions by the Condominium Association shall be strictly complied with. Certified mail notice would be required to all co-owners before any such action is taken to assure that the Association has full advisory input from the co-owners before any actions are undertaken.

G. The Developer hereby reserves for the benefit of itself, its successors and assigns, the State of Michigan, Livingston County, Hartland Township or any agency of any of these entities, and any present or future owner of adjoining property on which a well is constructed to service Millpointe of Hartland, a perpetual easement for the unrestricted use of all roads and walkways in the Condominium and to install, construct, utilize, tap/tie into, extend, enlarge, and maintain all parts of the private water system located on the Condominium Premises. In the event Developer, its successors, or assigns, or the owner of the private water system, 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. The cost of maintaining that water system shall be borne solely by the owner of that system, unless that system is conveyed to the Condominium Association or is dedicated to the public. The owner of that private water system shall also have a perpetual easement to install, read, and maintain any water meters installed on any waterlines servicing any structures located on any Unit or anywhere else on the Condominium Premises. The owner of this private water system shall share in the expenses of maintenance, repair, replacement and resurfacing any roadway that is a part of the Condominium and provides the closest means of access between the wellhead and the nearest public road. That owner shall pay an amount equivalent to that being paid by the Co-owner of one (1) Unit. The balance of the expense shall be paid as provided in Article VII-C above. If and when those roads are dedicated, the owner of the private water system shall not be under any further obligation for expenses of that roadway by virtue of this paragraph.

H. The Developer, 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, repair, decoration, or replacement which they, or any of them, are required or permitted to perform under the Condominium Documents.

I. 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 grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, utility agreements, rights-of-way agreements, access agreements and multi-Unit agreements and, to the extent allowed by the law, contracts for sharing of any installation of 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 Condominium 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 any other company or entity in connection with such service, including fees, if any, for the privilege of installing same, or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium within the meaning of the Act and shall be paid over to and shall be the property of the Developer, until the First Annual Meeting, after which it shall be the property of the Association.

J. Certain Condominium Units are burdened and/or affected by utility and/or drain easements as depicted on Exhibit "B" hereto. No buildings or structures shall be placed within these easement areas. The Association, its agents, officer and employees, will have access to the respective Units and limited common areas, to install, repair, maintain, and replace those utility lines. This provision in and of itself does not grant the Association the right to access inside any structures that may be erected on the respective Units. Further, Developer reserves easements for utilities and/or drainage purposes along the side Unit and rear Unit boundaries of the respective Units and limited common areas of the Condominium.

K. For purposes of this article, the calculation of any fraction for the sharing of pertinent expenses according to the number of Units in this Condominium and the number of other dwelling Units referenced in this article shall include only those Units for which a Certificate of Occupancy has been issued by the Township of Hartland.

L. Prior to the First Annual Meeting, the Developer, in its sole discretion, shall have the power and authority to sign petitions requesting establishment of a special assessment district pursuant to applicable Michigan Statutes for roads and utilities within or adjacent to the Condominium. After the First Annual Meeting, and upon approval by an affirmative vote of not less than fifty-one (51%) percent of all Co-owners, the Association shall be vested with the power and authority to sign petitions requesting establishment of a special assessment district pursuant to provisions of applicable Michigan Statutes for improvements of roads and public drainage systems within or adjacent to the Condominium premises. In the event that a special assessment project is established pursuant to applicable Michigan law, the collective costs assessable to the Condominium premises as a whole shall be borne equally by all Co-owners.

M. All Co-owners shall refrain from altering the topography of, placing fill material in, dredging, removing or excavating any soil or materials from, draining surface water from, constructing or placing any construction in, plowing, tilling, cultivating or otherwise altering or developing the wetlands areas.

N. The access roads stub connecting to the easement across the commercial property abutting Old U.S. 23 shall be gated to allow for emergency access and shall be maintained for adequate ingress and egress for emergency vehicles at all times with a key provided to the Hartland Township Fire Department.

## ARTICLE VIII

### AMENDMENT

This Master Deed and the Condominium Subdivision Plan (Exhibit B to said Master Deed) may be amended with the consent of sixty six and two-thirds (66 2/3%) percent of all Co-owners except as hereinafter set forth:

A. No Unit dimension may be modified without the consent of a Co-owner or mortgagee of such Unit, nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof nor any provisions relating to the ability or terms under which a Co-owner may rent a Unit, be modified in any material way without the written consent of the Co-owner or mortgagee of any Unit to which the same are appurtenant.

B. Whenever a proposed amendment would materially alter or change the rights of mortgagees generally, then such amendment shall require the approval of sixty-six and two-thirds (66 2/3%) percent of all institutional mortgagees of record, allowing one (1) vote for each mortgage held.

C. Prior to one (1) year after expiration of the Construction and Sales Period described in Article III above, the Developer may, without the consent of any Co-owner or any other person, amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit "B" in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Condominium By-Laws attached hereto as Exhibit "A" as do not materially affect the rights of any Co-owners or mortgagees in the Condominium, including, but not limited to, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners, and to enable the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, and/or any other agency of the Federal Government or the State of Michigan or to satisfy the requirements of the United States Department of Housing and Urban Development.

D. 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 mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent, except as provided in Article V, Section 7(c) of the Condominium By-Laws.

E. The Condominium may not be terminated, vacated, revoked or abandoned without the written consent of the Developer (during the Construction and Sales Period), together with eighty percent (80%) of the non-Developer Co-owners and eighty (80%) percent of the mortgagees and otherwise allowed by law.

F. Article VII and this Article VIII 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. During the time period referenced in the preceding sentence, no other portion of this Master Deed, nor the Condominium By-Laws attached hereto as Exhibit "A", nor the Condominium Subdivision Plan attached hereto as Exhibit "B", nor the Association's Corporate By-Laws may be amended in any manner so as to materially affect and/or impair the rights of the Developer, unless said amendment has received the prior written consent of the Developer. No easements created under the Condominium documents may be modified or obligations with respect thereto varied without the consent of each owner benefitted thereby.

G. The Developer may, with the consent of a majority of the members of the Advisory Committee, amend this Master Deed and the Condominium By-Laws attached hereto, to extend the date of the First Annual Meeting of Members.

H. The Developer may, with the consent of a majority of the members of the Advisory Committee (or, subsequent to the Transitional Control Date, the consent of a majority of the Co-owner members), amend this Master Deed to extend the date of amending the Master Deed to allow for expansion of the Condominium Project as set forth in Article VI hereof.

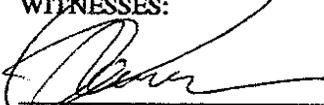
ARTICLE IX

ASSIGNMENT

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action, or any other matter or thing, may 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 Livingston County Register of Deeds.

WITNESSES:

AMERICAN QUALITY HOMES, INC.

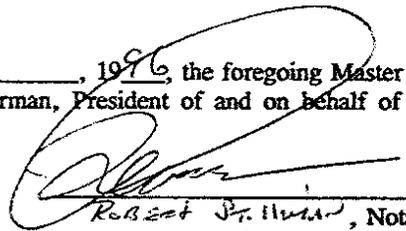
  
ROBERT STILLMAN

  
By: Bernard Gliberman  
Its: President

  
Kara Berdarian

STATE OF MICHIGAN )  
                                  ) ss.  
COUNTY OF )

On this 9<sup>th</sup> day of Sept, 1996, the foregoing Master Deed was acknowledged before me by Bernard Gliberman, President of and on behalf of American Quality Homes, Inc.

  
ROBERT STILLMAN, Notary Public  
OAKLAND County, Michigan  
My Commission Expires: MARCH 3, 1997

Drafted By and Return To:

✓ James P. Babcock, Attorney at Law  
21610 Eleven Mile Road, Suite One  
St. Clair Shores, Michigan 48081  
(810) 445-1660

**MILLPOINTE OF HARTLAND****EXHIBIT A****CONDOMINIUM BY-LAWS****ARTICLE I****ASSOCIATION OF CO-OWNERS**

Section 1. Millpointe of Hartland, a residential Condominium located in the Township of Hartland, Livingston County, Michigan, shall be administered by an organization of Co-owners, which shall be a non-profit 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, property, easements, and affairs of the Condominium Project in accordance with the Master Deed, these By-Laws, the Articles of Incorporation, By-Laws, and any duly adopted Rules and Regulations of the Association, and the laws of the State of Michigan. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

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

- (a) Each Co-owner 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) Except as limited in these By-Laws, each Co-owner shall be entitled to one (1) vote for each Condominium Unit owned.
- (d) No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. No Co-owner, other than the Developer, shall be entitled to vote prior to the First Annual Meeting of Members held in accordance with Section 7 of this Article I, except as provided in Section 8 of this Article I. The vote of each Co-owner may only be cast by the individual representative designated by such Co-owner in the notice required in sub-paragraph (e) below or by a proxy given by such individual representative. The Developer shall be the only person entitled to vote at a meeting of the Association until the First Annual Meeting of members and shall be entitled to vote during such period notwithstanding the fact that the Developer may own no Units at some time or from time to time during such period. At and after the First Annual Meeting, the Developer shall be entitled to vote for each Unit which it owns, regardless of whether a dwelling has been constructed thereon.
- (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 commencing with the First Annual Meeting held as provided in Section 7 of this Article I. Other meetings may be provided for in the Corporate By-Laws of the Association. Notice of time, place, and subject matter of all meetings as provided in the Corporate By-Laws of the Association, shall be given to each Co-owner by mailing the same to each individual representative designated by the respective Co-owners.
- (g) The presence, in person or by proxy, of thirty-five percent (35%) of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association except for voting on questions specifically required herein to require a greater quorum. The written absentee ballot of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of quorum with respect to the question upon which the vote is cast.
- (h) Votes may be cast in person or by proxy or by a 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 herein, shall consist of more than fifty percent (50%) 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) Other provisions as to voting by members, not inconsistent with the provisions herein contained, may be set forth in the Corporate By-Laws of the Association.

Section 3. The Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts and all other non-privileged Association records shall be open for inspection by the Co-owners and their mortgagees 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 defined by the Association. 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 financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefor. The costs of any audit and any accounting expenses shall be expenses of administration. The Association also shall maintain on file current copies of the Master Deed for the Condominium, any Amendments thereto, and all other Condominium Documents and shall permit all Co-owners, prospective purchasers, existing and prospective mortgagees of Condominium Units to inspect the same during reasonable hours.

Section 4. The affairs of the Association shall be governed by a Board of Directors - all of whom shall serve without compensation and who must be members in good standing of the Association, except for the First Board of Directors designated in the Articles of Incorporation of the Association and any successors thereto which shall be appointed by the Developer prior to the First Annual Meeting of members held pursuant to Section 7 of this Article I. If a member of the Association is a partnership, limited liability company, or corporation, then any partner or employee of the partnership, or officer or member of the limited liability company, or 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, meeting, quorum and voting requirements, and other duties or provisions of or relating to directors not inconsistent with the following, shall be provided by the Association's Corporate By-Laws. 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.

- (a) The Board of Directors shall have all powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by the Co-owners. In addition to the foregoing general duties imposed by these By-Laws, or any further general duties which may be imposed by resolution of the members of the Association or which may be set forth in the Association's Corporate By-Laws, the Board of Directors shall have the authority and responsibility to do the following:
- (1) To manage and to administer the affairs of and to maintain the Condominium and the Common Elements thereof.
  - (2) 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.
  - (3) To carry insurance and to collect and to allocate the proceeds thereof.
  - (4) To rebuild improvements after casualty.
  - (5) To contract for and employ persons, firms, corporations, or other agents to assist in the management, operation, maintenance, and administration of the Condominium.
  - (6) 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, easements, rights-of-way, and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.
  - (7) To grant easements, rights-of way, rights of entry, 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, and to dedicate to the public any portion of the common elements of the Condominium; provided, however, that any such action shall be approved by a affirmative vote of more than sixty (60%) percent of all Co-owners.
  - (8) To borrow money and issue evidences 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 also be approved by affirmative vote of more than sixty (60%) percent of all Co-owners.
  - (9) To make and enforce reasonable rules and regulations in accordance with Article VI, Section 11 of these By-Laws 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.
  - (10) To establish such committees as it deems necessary, convenient, or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium 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.

- (11) 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 are acceptable for purchase by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, and/or any other agency of the Federal Government or the State of Michigan or to satisfy the requirements of the United States Department of Housing and Urban Development.
- (12) To enforce the provisions of the Condominium Documents.
- (13) To assert, defend, or settle claims on behalf of all Co-owners in connection with the Common Elements of the Condominium Project, and to sue in all courts and participate in actions and proceedings judicial, administrative, arbitative or otherwise, subject to the express limitations on suits, actions and proceedings as set forth in Article XIII of these By-Laws. The Board shall provide at least a ten (10) day written notice to all Co-owners on actions proposed by the Board with regard thereto.
- (b) The Board of Directors may employ, for the Association, a professional management agency (which may include the Developer or any person or entity related thereto) but which shall not be a Co-owners or resident or affiliated with a Co-owner or resident) at reasonable compensation established by the Board, to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 4(a) of this Article I, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. 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 (3) years or which is not terminable by the Association upon sixty (60) days written notice thereof to the other party and no such contract shall violate the provisions of Section 55 of the Act.
- (c) All of the actions (including, without limitation, the adoption of these By-Laws and any rules and regulations for the Association) of the First Board of Directors of the Association named in its Articles of Incorporation or any successors thereto appointed by the Developer before the First Annual Meeting of members shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the members of the Association at the First Annual Meeting of members or at any subsequent annual meeting of members, provided that such actions are within the scope of the powers and duties which may be exercised by any Board of Directors as provided in the Condominium Documents
- (d) After the First Annual Meeting, any expenditure for an item not on the annual budget, as amended, and in excess of One Thousand (\$1,000.00) Dollars or any expenditures over and above those items and amounts budgeted in the annual Association budget, as amended, shall not be made without prior approval of a majority of the Co-owners present at a special meeting called for that purpose unless there is such an emergency that there is no time to call a special meeting of the Association for approval.

Section 5. The Association's Corporate By-Laws shall provide the designation, number, terms of office, qualifications, manner of election, duties, removal, and replacement of the officers of the Association and may contain any other provisions pertinent to officers of the Association in furtherance of the provisions and purposes of the Condominium Documents and not inconsistent therewith. Officers may be compensated but only upon the affirmative vote of more than sixty (60%) percent of the Co-owners.

Section 6.

- (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 where 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 other 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 sub-sections (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 sub-section (a) hereof.

Section 7. The First Annual Meeting of members of the Association may be convened only by Developer and may be called at any time after more than fifty (50%) percent in number of the Units that may be created have been sold and the purchasers thereof qualified as members of the Association. In no event, however, shall such meeting be called later than 120 days after the conveyance of legal or equitable title to non-developer Co-owners of seventy-five (75%) percent in number of all Units that may be created or 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, whichever first occurs unless extended pursuant to Article VIII, Section G of the Master Deed. Thereafter meetings shall be held in accordance with the Association By-Laws or as may be required to comply with the Act. Developer may call meetings of 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 phrase "Units that may be created" as used in this paragraph and elsewhere in the Condominium Documents refers to the maximum number of Units which the Developer is permitted under the Condominium Documents to include in the Condominium.

Section 8. The following provisions shall apply 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 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 (50%) percent 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 120 days after conveyance of legal or equitable title to non-Developer Co-owners of twenty-five (25%) percent of the Units that may be created, at least one (1) director and not less than twenty-five (25%) percent of the Board of Directors of the Association shall be elected by non-Developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-Developer Co-owners of fifty (50%) percent of the Units that may be created, not less than thirty-three and one-third (33-1/3%) percent 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 By-Laws or he resigns or becomes incapacitated. Not later than 120 days after conveyance of legal or equitable title to non-Developer Co-owners of seventy-five (75%) percent of the Units that may be created, and before conveyance of ninety (90%) percent 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 (10%) percent of the Units in the Project or as long as ten (10%) percent 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 (75%) percent of the Units that may be created has not been 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 (51%) percent 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 Directors 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 Board, 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 subsection shall not eliminate the right of the Developer to designate one (1) member of the Board as provided in sub-section (b) above.

Section 9. At some time subsequent to the initial development, it may become necessary to pave or improve some or all of the roads within or adjacent to the Condominium Premises, or to install or improve certain public drainage systems which service the Condominium Premises. The improvement may be financed in whole or in part by the creation of a special assessment district or districts which may include the Millpointe of Hartland. The acceptance of a conveyance or the execution of a land contract by any Co-owner or purchaser of a Condominium Unit, shall constitute the agreement by such Co-owner or purchaser, his heirs, executors, administrators or assigns that the Developer or if after the First Annual Meeting the Board of Directors of the Association shall be vested with full power and authority to obligate all Co-owners individually and collectively to participate in a special assessment district, sign petitions requesting special assessment, and consider and otherwise act on all assessment issues on behalf of the Association and all Co-owners; provided that prior to signature by the Association on a petition for improvement of such public roads or public drainage systems, the desirability of said improvement shall be approved by an affirmative vote of not less than fifty-one (51%) percent of all Co-owners affected. No consent of mortgagees shall be required for approval of said public road improvement or public drainage system.

## ARTICLE II

### ASSESSMENTS

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

Section 2. 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 Project including Common Areas and storm water drainage within the Condominium shall constitute expenditures affecting the administration of the Project, 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 Project within the meaning of Section 54(4) of the Act.

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

- (a) The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management, and maintenance of the Condominium Project, 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 periodic installment at the periodic rate established for the previous fiscal year until notified of the periodic 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 must be established in the budget and must be funded by regular annual or other periodic payments, as set forth in Section 4 below, rather than by special assessments. At

a minimum, the reserve fund shall be equal to ten percent (10%) of the Association's current annual budget on a noncumulative 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 adoption of an annual budget by the Board of Directors, copies of said budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget, although the delivery of a copy of the budget to each Co-owner shall not affect the liability of any Co-owner for any existing or future assessments.

- (b) The Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or special assessments as it shall deem to be necessary, if:
- (1) such an emergency exists that there is insufficient time to call a special meeting of the Co-owners to approve such expenditure or,
  - (2) such assessment is for an expenditure approved by the Co-owners present at a special meeting called for that purpose, pursuant to Article I, Section 4(d) hereof, or not requiring approval by virtue of that section,
  - (3) it determines that assessments levied are or may prove to be insufficient to pay the ordinary costs of operation and management of the Condominium, and it has given all Co-owners thirty (30) days prior written notice of the proposed amendment to the annual budget and assessments.

Section 4. Unless otherwise provided herein, all assessments levied against the Co-owner to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in Article V of the Master Deed without increase or decrease for the existence of any right to the use of 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 specifically assessed against the Condominium or the Condominium Units so benefitted and may be allocated to the benefitted Condominium or Condominium Units in the proportion which the percentage of value of the benefitted Condominium Unit bears to the total percentages of value of all Condominium Units so specially benefitted. Annual assessments as determined in accordance with Article II, Section 3(a) above shall be payable by Co-owner in annual or other periodic installments as may be determined by the Board of Directors, commencing with acceptance of a Deed to or a Land Contract purchaser's interest in a Unit or with acquisition of fee simple title to a Unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. A late charge in the amount of \$10.00, 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 installment 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 rate of seven (7%) percent per annum or such higher rate as may be allowed by law until paid in full. Each Co-owner (whether one (1) 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 as follows: 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, oldest to most recent. 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. No Co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit or because of any uncompleted repair work, or the failure of the Association to provide service to the Condominium. The Board may reduce or waive the assessment for any Unit which does not have a structure built on it.

Section 6. 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 an answer or set-off to a complaint brought by the Association for non-payment 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 and 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 was notified of the provisions of this Section and that he 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 or their last known address of a written notice that one (1) or more installments of the annual assessment 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 (10) 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 statutory and other authority for the lien; (iii) 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 within 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 collection of unpaid assessments, including interest, costs, actual attorney 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 the Master Deed and/or these Condominium By-Laws, may be assessed to 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 years in which said delinquency continues) and/or all unpaid portions or installments of the special assessment, if applicable, immediately due and payable. 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 seek office as director of the Association so long as such default continues; provided however, that this provision shall not operate to deprive any Co-owner of ingress and egress to 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. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project 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 property 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. The Developer of the Condominium, although a member of the Association, shall not be responsible at any time for payment of the regular Association assessments. The Developer, however, shall, during the Construction and Sales Period, pay a proportionate share of the Association's current maintenance expenses actually incurred for the Units that it owns, including the improvements located thereon, together with a proportionate share of all current expenses of administration actually incurred by the Association from time to time, based upon the ratio of Units which have Completed Residential Structures on them, owned by the Developer, at the time the expense is incurred to the total number of Units in the Condominium. Said proportionate share shall be due from Developer to the Association thirty (30) days subsequent to receipt of notice for payment of same.

In no event shall Developer be responsible for payment, during the Construction and Sales Period, of any assessments for deferred maintenance, reserves for replacement, capital improvements, or other special assessments, except with respect to Units which have Occupied Residential Structures on them owned by it. The Developer shall, in no event, be liable for any assessment levied in whole or in part to purchase any Unit from the Developer or to finance any litigation or other claims against the Developer, any cost of investigating and preparing such litigation or claim or any similar or related costs. An "Occupied Residential Structure" shall mean a residential structure which is used as a residence or a model. A "Completed Residential Structure" shall mean a residential structure with respect to which a Certificate of Occupancy has been issued by the local public authority. The Developer shall not be responsible at any time for payment of Association assessments or payment of any expenses whatsoever with respect to unbuilt Units notwithstanding the fact that such unbuilt Units may have been included in the Master Deed.

Section 9. All property taxes, road improvement special assessments and other special assessments shall be assessed in accordance with Section 131 of 1978 Public Act 59 as amended (MCL 559.231).

Section 10. Any lien arising pursuant to the laws of the State of Michigan shall be subject to Section 132 of the Act.

Section 11. 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 right to acquire a 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 attorneys' 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.

### ARTICLE III

#### ARBITRATION

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 BETWEEN THE DEVELOPER OR ITS AGENTS AND THE ASSOCIATION OR ANY CO-OWNER OR ANYONE CLAIMING UNDER THEM SHALL BE SETTLED IN ACCORDANCE WITH THE CONSTRUCTION INDUSTRY ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREON.

### ARTICLE IV

#### INSURANCE

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

- (a) All such insurance shall be purchased by the Association for the benefit of the Association, Co-owners, and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners. Each Co-owner shall obtain insurance coverage at his own expense upon his Unit including any limited common areas and any structure thereon. It shall be each Co-owner's responsibility to obtain insurance coverage for his personal property 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 event of fire, and the Association shall have absolutely no responsibility for obtaining such coverages. The Association and all Co-owners shall use their best efforts to see that all property and liability insurance carried by the Association or any Co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.
- (b) All Common Elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Co-owners who have a residential structure on their Unit shall be responsible for insurance coverage for fire and general liability on that structure and any Limited Common Elements appurtenant thereto. Plans for that structure are, or shall be, on file with the Hartland Township Building Department.
- (c) All premiums for insurance purchased by the Association pursuant to these By-Laws shall be expenses of administration.

- (d) Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account, and distributed to the Association 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 By-Laws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction and in no event shall hazard insurance proceeds be used for any purpose other than for repair, replacement, or reconstruction of the Project unless all of the holders of first mortgages on Units in the Project have given their prior written approval.

Section 2. Each Co-owner, by ownership of a Unit in the Condominium Project, 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 a standard all-risk policy, including among other things, fire, extended coverage, vandalism and malicious mischief, liability insurance, and workmen's compensation insurance, if applicable, pertinent to the Condominium Project, his Unit, and the Common Elements appurtenant thereto with such insurer as may, from time to time, provide such insurance for the Condominium Project. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance; collect and remit premiums therefor; collect proceeds and to distribute the same to the Association, Co-owners, and respective mortgagees as their interests may appear (subject always to the Condominium Documents); to execute releases of liability; to execute all documents; and to do all things on behalf of such Co-owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing. This Power of Attorney shall not be affected by disability of the Co-owner.

## ARTICLE V

### RECONSTRUCTION OR REPAIR

Section 1. If any part of the Condominium Premises shall be partially or completely destroyed, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

- (a) In the event the damaged property is a Common Element or the dwelling constructed within the perimeter of a Unit, the property shall be rebuilt or repaired if any Unit in the Condominium is tenantable, unless it is determined by unanimous vote of all of the Co-owners in the Condominium that the Condominium shall be terminated and each institutional holder of a first mortgage lien on any Unit is the Condominium has given its prior written approval for such termination.
- (b) In the event the Condominium is so damaged that no dwelling constructed within any Unit is tenantable, the damaged property shall not be rebuilt and the Condominium shall be terminated, unless eighty (80%) percent or more of all of the Co-owners agree to reconstruction by vote or in writing within ninety (90) days after the destruction.

Section 2. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications on file with the Township of Hartland for each dwelling in the Project and restore it to a condition as comparable as possible to the condition existing prior to damage unless the Co-owners shall unanimously decide otherwise.

Section 3. In the event the damage is to a dwelling or other improvement constructed within the perimeter of a Unit or a Limited Common Element, if any, appurtenant thereto which is the responsibility of a Co-owner to maintain, repair and replace, it shall be the responsibility of the Co-owner to reconstruct, maintain, repair and replace the damaged structural elements contained within the perimeter of his Unit and all Limited Common Elements appurtenant to the Unit. In all other cases, the responsibility for reconstruction and repair shall be that of the Association. In the event that a Co-owner fails or neglects to maintain the exterior

components of his Unit in an aesthetic and/or harmonious manner as may from time to time be established by the Association in duly adopted regulations promulgated by the Board of Directors pursuant to its authority set forth in Article VI, Section 11 of these By-Laws, the Association shall be entitled to effect such maintenance to the Unit and to assess the Co-owner the costs thereof and to collect such costs as part of the assessments under Article II of these by-Laws. Each Co-owner shall also be responsible for the reconstruction, maintenance and repair of the interior of the dwelling constructed within the perimeter of his Unit, including, but not limited to, floor coverings, wall coverings, window shades, draperies, interior walls, interior trim, furniture, light fixtures and all appliances, whether freestanding or built-in. In the event damage to a Condominium Unit dwelling structure or to any Limited Common Elements appurtenant thereto is covered by insurance held by the Association, then the reconstruction or repair shall be the responsibility of the Association in accordance with Section 4 of this Article V. If and to the extent that any Condominium Unit dwelling structure or Limited Common Element 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 Unit or any improvements thereon or any part of the Common Elements, the Association promptly shall notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

Section 4. Except as provided in Section 3 hereof, the Association shall be responsible for maintenance, repair, and reconstruction of the Common Elements (except as specifically otherwise provided in the Master Deed). Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair, and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of 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. This shall not be construed as to require replacement of mature shrubs, trees and bushes that become damaged, with shrubs, trees and bushes of equivalent size.

Section 5. If damage to Common Elements or a Unit or a structure built on a Unit, adversely affects the appearance of the Condominium, the Association or Co-owner responsible for the reconstruction, repair and maintenance thereof shall proceed with replacement of the damaged property without delay, and shall complete such replacement within six (6) months after the date of the occurrence which caused damage to the property.

Section 6. Section 133 of the Act and the following provisions shall control upon any taking by eminent domain:

- (a) In the event of any taking of an entire Unit by eminent domain, the award for such taking shall be paid to the owner of such Unit and any mortgagee thereof as their interests may appear. After acceptance of such award by the owner and any 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 any mortgagee, as their interests may appear.
- (b) 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-owner and any mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than fifty percent (50%) of 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) In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project 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) 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 a condemning authority, the Association promptly shall so notify each holder of a first mortgage lien on any of the Units in the Condominium.

Section 7. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation, or others, hereinafter referred to as "FHLMC," then the Association shall give FHLMC written notice at such address as it may, from time to time, direct of any loss to or taking of the Common Elements of the Condominium if the loss or taking exceeds Ten Thousand and 00/100 Dollars (\$10,000.00) in amount or damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLMC exceeds One Thousand and 00/100 Dollars (\$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 8. 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 a distribution to Co-owners of insurance proceeds for condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

## ARTICLE VI

### RESTRICTIONS

Section 1. Each Unit in the Condominium shall be occupied by a single family, only, and shall not be used for other than single family purposes and the Common Elements shall only be used for purposes consistent with those set forth in this Section 1. No Unit shall be used for commercial or business offices. The provisions of this Section shall not be construed to prohibit a Co-owner from maintaining a personal professional library, keeping personal, professional or business records or handling personal business or professional telephone calls in the Co-owner's Unit.

#### Section 2.

- (a) A Co-owner may lease his Unit for the same purposes set forth in Section 1 of this Article VI; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in sub-section (b) below. No Co-owner shall lease less than an entire Unit in the Condominium and no tenant shall be permitted to occupy except under a written lease unless 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 fifteen (15) days prior written notice to the Condominium Unit Co-owner, in the event of a default by the tenant in the performance of the lease. The Board of Directors may suggest or require a standard form lease for use by Unit Co-owners. Each Co-owner of a Condominium Unit shall, promptly following the execution of any lease of a Condominium Unit, forward a conformed copy thereof to the Board of Directors. Under no circumstances shall transient tenants be accommodated. For

purposes of this Section 2(a), a "transient tenant" is a non-Co-owner residing in a Condominium Unit for less than sixty (60) days, who has paid consideration therefor. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. Tenants and non-Co-owner occupants shall comply with all of the conditions of the Condominium Documents of the Condominium Project and all Leases and Rental Agreements shall so state.

- (b) A Co-owner, including the Developer, desiring to rent or lease a Condominium Unit, shall disclose that fact in writing to the Association at least ten (10) days before presenting a Lease form to a potential lessee and shall supply the Association with a copy of the exact Lease form for its review for its compliance with the Condominium Documents. If Developer desires to rent Condominium Units before the Transitional Control Date, as that term is defined in the Act, it shall notify either the Advisory Committee or each Co-owner in writing.
- (c) If the Association determines that the tenant or non-Co-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:
  - (1) The Association shall notify the Co-owner by certified mail advising of the alleged violation by tenant or non-Co-owner occupant.
  - (2) The Co-owner shall have fifteen (15) days after receipt 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.
  - (3) If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf, or derivatively by the Co-owners on behalf of the Association, if it is under the control of the Developer, an action for eviction and money damages against the tenant, Co-owner, or non-Co-owner occupant and tenant, for breach of the conditions of the Condominium Documents. The relief set forth in this Section may be by summary proceeding. The Association may hold the tenant or non-Co-owner occupant and the Co-owner liable for any damages caused by the Co-owner or tenant in connection with the Condominium Unit, of 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 a tenant occupying a Co-owner Condominium Unit under a Lease or Rental Agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The 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 3. The Developer of the Project intends that there shall be a residential dwelling and certain other improvements within the boundaries of each of the Condominium Units in the Project in conjunction with the sale of such Units to individual Co-owners. No one other than Developer shall be entitled to alter the nature or appearance of any improvements constructed within the boundaries of a Condominium Unit or the Limited Common Elements, if any, appurtenant thereto without the prior written consent of the Board in its absolute discretion. The co-owner shall be responsible for the maintenance and repair of any such modification or improvement. In the event that the Co-owner fails to maintain and/or repair said modification or improvement to the satisfaction of the Association, the Association may undertake to maintain and/or repair same and assess the Co-owner the costs thereof and collect same from the Co-owner in the same manner as provided for the collection of assessments in Article II hereof. The Co-owner shall indemnify and hold the Association and the Developer

harmless from and against any and all costs, damages, and liabilities incurred in regard to said modification and/or improvements. During the Construction and Sales Period, Developer's prior written approval of proposed plans is required for any residential construction, additional buildings or structures, roads, sidewalks, driveways, fences, antennas or satellite dishes (if in excess of 18 inches), retaining walls, drives or other improvements to be built or erected on the Premises and any changes to existing buildings or structures prior to the construction or erection thereof (including in color or design), however, such approval shall not be unreasonably withheld. Nor shall any hedges, trees or substantial plantings or landscaping modifications be made, until plans and specifications, acceptable to the Developer, showing the nature, kind, shape, height, material, color, scheme, location and approximate cost of such structure or improvement and the grading or landscaping plan of the area to be affected shall have been submitted to and approved in writing by Developer, its successors or assigns, during the Construction and Sales Period, and a copy of said plans and specifications, as finally approved, lodged permanently with Developer; provided, however, that each Co-owner shall have the right to install plantings and/or landscaping around the foundation of the residential structure within his/her Condominium Unit without the approval of the Developer or the Association. Any such plans for construction or alteration referred to above shall include a plan for restoration of the Premises after construction or alteration to a condition satisfactory to the Association and/or the Developer, as the case may be. Construction of any dwelling or other improvement must also receive any necessary approvals from the local public authority. Developer shall have the right to refuse to approve any such plan or specifications, or grading or landscaping plan which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans and specifications it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to construct the same, and the degree of harmony thereof with the Condominium as a whole. Developer may also, in its discretion, require as a condition of approval of any plans, an agreement for special assessment of increased maintenance charges from any Co-owner whose proposed dwelling and appurtenances and related improvements will cause the Association abnormal expenses in carrying out its responsibilities with respect thereto under the Master Deed. The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all Co-owners. Developer's rights under this Article VI, Section 3, may, in Developer's discretion, be assigned to the Association or other successor to Developer. Developer may construct any improvements upon the Condominium Premises that it may, in its sole discretion, elect to make without the necessity of prior consent from the Association or any other person or entity, subject only to the express limitations contained in the Condominium Documents.

Section 4. Except as provided in Article VI, Section 3, above, with respect to the Developer, no Co-owner shall make any changes in the Common Elements, Limited or General, or to the exterior appearance of any structures on Co-owner's Unit, without the express written approval of the Board of Directors.

Section 5. No immoral, improper, unlawful, or offensive activity shall be carried on in any Unit or upon the Common Elements - Limited or General, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium. No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit at any time and disputes among Co-owners, arising as a result of this provision which cannot be amicably resolved, shall be arbitrated by the Association. No Co-owner shall do, or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements, anything that will increase the rate of insurance on the Condominium 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 and 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, bows and arrows, or other similar dangerous weapons, projectiles or devices.

Section 6. No animal, including household pets, shall be maintained by any Co-owner unless specifically approved in writing by the Association, except that a Co-owner may maintain one (1) domesticated dog or cat in his Condominium Unit. 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 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 portions of the General Common Elements of the Project wherein such animals may be walked and/or exercised. 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. No savage or dangerous animal, including but not limited to Pit Bulls, 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 therefor, 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 promptly removing any excrement or other deposits left by their pets or by the pets of their guests or visitors. 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 By-Laws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. 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. The term "animal" or "pet" as used in this Section 6, shall not include small domesticated animals which are constantly caged, such as small birds or fish.

Section 7. The Common Elements shall not be used for storage of supplies, materials, personal property, trash, or refuse of any kind, except as provided in the duly adopted Rules and Regulations of the Association. Garage doors shall be kept closed at all times except as may reasonably necessary to gain access to and 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 shall be stored in cans and set out on the curbside on the day of pick-up and collected by the commercial contractor or by the Township. At all other times, trash receptacles shall be maintained in closed garages. In general, no activity shall be carried on nor condition maintained by the Co-owner either in his Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium. No Unit shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste.

Section 8. Walkways, yards, landscaped areas, driveways, roads and porches shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs, or benches may be left unattended on or about the Common Elements. Use of any amenities in the Condominium may be limited to such times and in such manner as the Association shall determine by duly adopted regulations; provided, however, that use of any amenities in the Condominium shall be limited to resident Co-owners who are members in good standing of the Association and to the tenants, land contract purchasers and/or other non-Co-owner occupants of Condominium Units in which the Co-owner does not reside; provided, further, however, that the non-resident Co-owners of such Condominium Units are members in good standing of the Association.

Section 9. Each dwelling structure shall contain an attached two-car garage, plus space for parking two cars in the driveway apron, a minimum of 20 feet wide and 25 feet deep. Except for vans and pick-up trucks 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, dune buggies, motor homes, all terrain vehicles, motorcycles, motor bikes, snowmobiles, snowmobile trailers, or vehicles other than automobiles may be parked or stored upon the Premises of the Condominium, unless said vehicles are parked in the garages of the structures on respective Units, or unless specifically approved by the Association, or parked in an area specifically designated therefor 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. The Association shall not be responsible for any damages, costs or other liability arising from any failure to approve the parking or storage of such vehicles or to designate an area therefor. Unless the Board of Directors specifically approves in writing otherwise, Co-owners shall not park or maintain more than three (3) vehicles on the Condominium Premises and such vehicles shall only be parked in their respective garages, except that if the number of vehicles owned by a Co-owner exceeds the number of vehicles that a Co-owner's garage can accommodate, such additional vehicles shall be parked in the Co-owner's driveway immediately adjoining his or her garage. 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 or unless parked in the Co-owner's garage. 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. 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 vehicle in the manner provided in Article II hereof. Co-owners shall, if the Association shall require, register with the Association all vehicles maintained on the Condominium Premises. The Board of Directors may promulgate reasonable rules and regulations governing the parking of vehicles in the Condominium consistent with the provisions hereof.

Section 10. No signs or other advertising devices shall be displayed which are visible from the exterior of a Unit dwelling or in yard areas, or on the Common Elements including "For Sale" signs and "Open" signs, without written permission from the Association and during the Construction and Sales Period, from the Developer.

Section 11. Reasonable rules and regulations consistent with the Act, the Master Deed, and these By-Laws, concerning the use of the Common Elements may be made and amended from time to time by the Board of Directors of the Association, including the first Board of Directors (or its successors appointed by the Developer prior to the First Annual Meeting of the entire Association held as provided in Article I, Section 7, of these By-Laws). 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 (50%) percent of all Co-owners except that the Co-owners may not revoke any regulation prior to the First Annual Meeting of the entire Association.

Section 12. No Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the General Common Elements unless approved by the Association in writing. Co-owners are required to seed or sod their Unit within sixty (60) days of completion of construction of their home. A silt fence shall be maintained at the perimeter of the Unit, and at the edge of any open space until seed or sod has taken hold and will function as permanent soil erosion protection. Co-owners will be responsible for planting one (1) deciduous shade tree in the area between the sidewalk and the street in front of their residences within sixty (60) days of occupancy. Those trees shall comply with the requirements of the Zoning Ordinance for Hartland Township and shall be a minimum of two and one-half (2 1/2) inches in caliper, measured twelve (12) inches above grade with the first branch a minimum of four (4) feet above grade when planted. No Co-owner shall extend any fences or landscaping into any adjacent common areas. Any fencing is subject to approval as provided in Section 3 of this Article and shall only of the white picket fence variety. No privacy nor stockade fencing is allowed.

Any accessory use in the rear of any Unit, except landscaping, playgrounds, and swings, shall be located not further than half the distance from the residence to the rear Unit line, and not closer to the side Unit line than the side wall of the house is on that particular side.

Section 13. No Co-owner may dispose of a Unit 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 notify the Association of the proposed sale or lease or 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 non-compliance 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 obligations to comply with the provisions of the Condominium Documents.
- (b) The Developer shall not be subject to this Section 13 in the sale or, except to the extent provided in Article VI, Section 2(b), the lease of any Unit in the Condominium which it owns, nor shall the 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, be subject to the provisions of this Section 13.

Section 14. Each Co-owner shall maintain his Unit and any improvements thereon and Limited Common Elements, if any, appurtenant thereto for which he has maintenance responsibility in a safe, clean, and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, plumbing, electrical, or other utility conduits and systems, and any other elements in any Unit which are appurtenant to or which may affect any other Unit or the improvements thereon. Each Co-owner shall be responsible for damages or costs to the Association or to 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 the other Co-owners, as the case may be, may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof. The Co-owner 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 15. None of the restrictions contained in this Article VI shall apply to the commercial activities, signs, or billboards, if any, of the Developer during the Construction and Sales Period as defined herein, or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation and By-Laws as the same may be amended from time to time. For the purposes of this Section, the Construction and Sales Period shall be deemed to continue so long as Developer owns any Units which it offers for sale or for so long as Developer continues to develop or proposes to develop additional Units on the Project or on property adjoining the Project. Until all Units in the entire Condominium Project are sold by Developer, Developer and/or its designees shall have the right to maintain a sales office, business office, construction office, model Units, storage areas, reasonable parking incident to the foregoing and such access to, from, and over the Project as may be reasonable to enable development and sale of the entire Condominium by Developer and/or the development and sales

of other off site property by Developer or its affiliates, and Developer may continue to do so during the entire Construction and Sales Period and Warranty period applicable to any Unit in the Condominium. The Developer shall restore the areas so utilized to habitable status upon termination of use.

Section 16. The Condominium shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private, residential community for the benefit of the Co-owners and all persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace, and landscape in a manner consistent with the maintenance of such high standards, then the Developer, or any entity to whom it may assign this right, at its option, may elect to maintain, repair, and/or replace any Common Elements and/or to do any landscaping required by these By-Laws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these By-Laws during the Construction and Sales Period, notwithstanding that it may no longer own a Unit in the Condominium, which right of enforcement may include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these By-Laws.

Section 17. The Association, or its duly authorized agents, shall have access to each Unit, any Limited Common Elements appurtenant thereto, and any Limited or General Common Elements accessible from that Unit, from time to time, during reasonable working hours and upon notice to the Co-owner thereof as may be necessary for the maintenance, repair, or replacement of any of the Common Elements there or accessible therefrom. The Association, or its agents, shall also have access to each Unit and any Limited or General 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. It shall be the responsibility of each Co-owner to provide the Association a means of access of his Unit, any Limited Common Elements appurtenant thereto, or any General Common Elements accessible from that Unit, during any period of absence. In the event of the failure of such Co-owner to provide a means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to his Unit and any Limited Common Elements appurtenant thereto, or any General Common Elements accessible from that Unit caused thereby or for repair or replacement of any doors or windows damaged in gaining such access and the Co-owner shall be responsible for the costs of obtaining such access. This provision in and of itself shall not be construed to permit access to the interiors of residences or other structures located within a Unit.

Section 18. No Unit shall be split or reduced in size by any method whatsoever without the prior written consent of the Association. Units may be enlarged by consolidation with one (1) or more adjoining Units under one (1) ownership. If one (1) or more Units are developed together as one residence, all of the restrictions in this Article shall apply as though a single Unit were involved. Each Co-Owner covenants that he will not change the surface grade of his Unit or appurtenant limited common elements or driveways thereon in a manner which will materially increase or decrease the storm water flowing onto or off of his 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 Co-Owner and such costs shall be a lien upon the Unit.

Section 19. Any and all costs, damages, expenses and/or attorneys 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 11, of these By-Laws, may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

## ARTICLE VII

### MORTGAGES

Section 1. Any Co-owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee and the Association shall maintain such information

in a book entitled "Mortgages of Units." The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Project written notification of any default in the performance of the obligations of the Co-owner of such Unit that is not cured within sixty (60) days.

Section 2. The Association shall, if requested to do so, notify each mortgagee appearing in said book of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amount of such coverage.

Section 3. Upon written request submitted to the Association, any holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive 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. Amendments to these By-Laws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or by one-third (1/3) or more of the members or by instrument in writing signed by them.

Section 2. 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 By-Laws.

Section 3. These By-Laws 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 percent (66 2/3%) of all Co-owners. No consent of mortgagees shall be required to amend these By-Laws unless such amendment would materially alter or change the rights of such mortgagees, in which event the approval of sixty-six and two-thirds (66-2/3%) percent of the mortgagees shall be required, with each mortgagee to have one vote for each first mortgage held. During the Construction and Sales Period, these By-Laws may not be amended in any manner so as to materially affect and/or impair the rights of the Developer, unless said amendment has received the prior written consent of the Developer. In no event shall Article XIII or any other Section of By-Laws herein delineating the Developer's rights be amended without the prior written consent of the Developer.

Section 4. Prior to the First Annual Meeting of members, these By-Laws may be amended by the Developer without approval from any other person so long as such amendment does not materially alter or change the rights of a Co-owner or mortgagee, including, but not limited to, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners and to enable the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association and/or any other agency of the Federal government or the State of Michigan, or to satisfy the requirements of the Department of Housing and Urban Development.

Section 5. Any amendment to these By-Laws (but not the Association's Corporate By-Laws) shall become effective upon recording of such amendment in the office of the Livingston County Register of Deeds.

Section 6. A copy of each Amendment to the By-Laws shall be furnished to every member of the Association after adoption; provided, however, that any Amendment to these By-Laws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the Amendment.

## ARTICLE IX

### COMPLIANCE

The Association of Co-owners, present or future Co-owners, tenants, future tenants, land contract purchasers, or any other persons acquiring an interest in or using the facilities of the Project 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 portion of these By-Laws or the Association's Corporate By-Laws conflict with any provision of the Master Deed, the Master Deed shall govern. In the event any provision of the Association's Corporate By-Laws conflicts with any provision of these By-Laws, these By-Laws shall govern.

## ARTICLE X

### DEFINITIONS

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

## ARTICLE XI

### REMEDIES FOR DEFAULT

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

- (a) Failure to comply with any of the terms or provisions of the Condominium Documents 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 as 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 prelitigation 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 proceedings 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 or into any Unit and the improvements thereon, 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; however, such right to summarily remove and abate may only be exercised after reasonable attempts to provide prior notice of the violation and the Board of Director's intent to

summarily remove and abate, as is hereinafter described, has been given to the Co-owner in violation, and an opportunity to respond to the allegation has been afforded the Co-owner in violation. The Association shall have no liability to any Co-owner in violation. 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 11 of these By-Laws. 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 for hearing 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 By-Laws.

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

Section 3. All rights, remedies, and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants, or conditions of the aforesaid Condominium Documents shall be deemed to be cumulative and the exercise of any one (1) or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be available to such party at law or in equity.

Section 4. A Co-owner may maintain an action against the Association and its officers and directors to compel such persons to enforce the terms and provisions of the Condominium Documents. A Co-owner may maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for non-compliance with the terms and provisions of the Condominium Documents or the Act.

## ARTICLE XII

### RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may 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 in which the assignee or transferee shall join for the purpose of evidencing its consent to the acceptance of such powers and rights and such assignee or transferee shall thereupon have the same rights and powers as herein given and reserved to the Developer. Any rights and powers reserved or retained by Developer or its successors shall expire and terminate, if not sooner assigned to the Association, at the conclusion of the Construction and Sales Period, as same is defined in Article III of the Master Deed. Notwithstanding anything herein to the contrary, the immediately preceding sentence dealing with the expiration and termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is concerned, only to the Developer's rights to approve and control the administration of the Condominium and shall not, under any circumstances, be construed to apply to or cause the termination and expiration of any real property rights granted or reserved to the Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved

in such documents), which shall not be terminable in any manner hereunder and which shall be governed only in accordance with the terms of their creation or reservation and not hereby, nor to the Developer's right to enforce Article XIII of these By-Laws.

### ARTICLE XIII

#### JUDICIAL ACTIONS AND CLAIMS

Actions on behalf of and against the Co-owners shall be brought in the name of the Association. Subject to the express limitations on actions in these By-Laws and in the Association's By-Laws, the Association may assert, defend or settle claims on behalf of all Co-owners in connection with the Common Elements of the Condominium. As provided in the By-Laws of the Association, the commencement of any civil action (other than one to enforce these By-Laws or collect delinquent assessments) shall require the approval of a majority in number and in value of the Co-owners, and shall be governed by the requirements of this Article. The requirements of this Article will ensure that the Co-owners are fully informed regarding the prospects and likely costs of any civil action the Association proposes to engage in, as well as the ongoing status of any civil actions actually filed by the Association. These requirements are imposed in order to reduce both the cost of litigation and the risk of improvident litigation, and in order to avoid the waste of the Association's assets in litigation where reasonable and prudent alternatives to the litigation exist. Each Co-owner shall have standing to sue to enforce the requirements of this Article. The following procedures and requirements apply to the Association's commencement of any civil action other than an action to enforce these By-Laws or to collect delinquent assessments:

Section 1. Board of Directors' Recommendation to Co-owners. The Association's Board of Directors shall be responsible in the first instance for recommending to the Co-owners; that a civil action be filed, and supervising and directing any civil actions that are filed.

Section 2. Litigation Evaluation Meeting. Before an attorney is engaged for purposes of filing a civil action on behalf of the Association, the Board of Directors shall call a special meeting of the Co-owners ("litigation evaluation meeting") for the express purpose of evaluating the merits of the proposed civil action. The written notice to the Co-owners of the date, time and place of the litigation evaluation meeting shall be sent to all Co-owners not less than twenty (20) days before the date of the meeting and shall include the following information copied onto 8 1/2" x 11" paper:

- (a) A certified resolution of the Board of Directors setting forth in detail the concerns of the Board of Directors giving rise to the need to file a civil action and further certifying that:
  - (1) it is in the best interests of the Association to file a lawsuit;
  - (2) that at least one member of the Board of Directors has personally made a good faith effort to negotiate a settlement with the putative defendant(s) on behalf of the Association, without success;
  - (3) litigation is the only prudent, feasible and reasonable alternative; and
  - (4) the Board of Directors' proposed attorney for the civil action is of the written opinion that litigation is the Association's most reasonable and prudent alternative.
- (b) A written summary of the relevant experience of the attorney ("litigation attorney") the Board of Directors recommends be retained to represent the Association in the proposed civil action, including the following information:
  - (1) the number of years the litigation attorney has practiced law; and

- (2) the name and address of every condominium and homeowner association for which the attorney has filed a civil action in any court, together with the case number, county and court in which each civil action was filed.
- (c) The litigation attorney's written estimate of the amount of the Association's likely recovery in the proposed lawsuit, net of legal fees, court costs, expert witness fees and all other expenses expected to be incurred in the litigation.
- (d) The litigation attorney's written estimate of the cost of the civil action through a trial on the merits of the case ("total estimated cost"). The total estimated cost of the civil action shall include the litigation attorney's expected fees, court costs, expert witness fees, and all other expenses expected to be incurred in the civil action.
- (e) The litigation attorney's proposed written fee agreement.
- (f) The amount to be specially assessed against each Unit in the Condominium to fund the estimated cost of the civil action both in total and on a monthly per Unit basis, as required by Section 6 of this Article.

Section 3. Independent Expert Opinion. If the lawsuit relates to the condition of any of the Common Elements of the Condominium, the Board of Directors shall obtain a written independent expert opinion as to reasonable and practical alternative approaches to repairing the problems with the Common Elements, which shall set forth the estimated costs and expected viability of each alternative. In obtaining the independent expert opinion required by the preceding sentence, the Board of Directors shall conduct its own investigation as to the qualifications of any expert and shall not retain any expert recommended by the litigation attorney or any other attorney with whom the Board of Directors consults. The purpose of the independent expert opinion is to avoid any potential confusion regarding the condition of the Common Elements that might be created by a report prepared as an instrument of advocacy for use in a civil action. The independent expert opinion will ensure that the Co-owners have a realistic appraisal of the condition of the Common Elements, the likely cost of repairs to the replacement of the same, and the reasonable and prudent repair and replacement alternatives. The independent expert opinion shall be sent to all Co-owners with the written notice of the litigation evaluation meeting.

Section 4. Fee Agreement With Litigation Attorney. The Association shall have a written fee agreement with the litigation attorney, and any other attorney retained to handle the proposed civil action. The Association shall not enter into any fee agreement that is a combination of the retained attorney's hourly rate and contingent fee arrangement unless the existence of the agreement is disclosed to the Co-owners in the text of the Association's written notice to the Co-owners of the litigation evaluation meeting.

Section 5. Co-owner Vote Required. At the litigation evaluation meeting the Co-owners shall vote on whether to authorize the Board of Directors to proceed with the proposed civil action and whether the matter should be handled by the litigation attorney. The commencement of any civil action by the Association (other than a suit to enforce these By-Laws or collect delinquent assessments) shall require the approval of two-thirds in number and in value of the Co-owners. Any proxies to be voted at the litigation evaluation meeting must be signed at least seven (7) days prior to the litigation evaluation meeting.

Section 6. Litigation Special Assessment. All legal fees incurred in pursuit of any civil action that is subject to Section 1 through 10 of this Article shall be paid by special assessment of the Co-owners ("litigation special assessment"). The litigation special assessment shall be approved at the litigation evaluation meeting (or at any subsequent duly called and noticed meeting) by a majority in number and in value of all Co-owners in the amount of the estimated total cost of the civil action. If the litigation attorney proposed by the Board of Directors is not retained, the litigation special assessment shall be in an amount equal to the estimated total cost of the civil action, as estimated by the attorney actually retained by the Association. The litigation special assessment shall be apportioned to the Co-owners in accordance with their respective percentage of the value interests in the Condominium and shall

be collected from the Co-owners on a monthly basis. The total amount of the litigation special assessment shall be collected monthly over a period not to exceed twenty-four (24) months.

Section 7. Attorney's Written Report. During the course of any civil action authorized by the Co-owners pursuant to this Article, the retained attorney shall submit a written report ("attorney's written report") to the Board of Directors every thirty (30) days setting forth:

- (a) The attorney's fee, the fees of any experts retained by the attorney, and all other costs of the litigation during the thirty (30) days period immediately preceding the date of the attorney's written report ("reporting period").
- (b) All actions taken in the civil action during the reporting period, together with copies of all pleadings, court papers and correspondence filed with the court or sent to opposing counsel during the reporting period.
- (c) A detailed description of all discussions with opposing counsel during the reporting period, written and oral, including but not limited to, settlement discussions.
- (d) The costs incurred in the civil action through the date of the written report, as compared to the attorney's estimated total cost of the civil action.
- (e) Whether the originally estimated total cost of the civil action remains accurate.

Section 8. Monthly Board Meetings. The Board of Directors shall meet monthly during the course of any civil action to discuss and review:

- (a) the status of the litigation;
- (b) the status of settlement efforts, if any; and
- (c) the attorney's written report.

Section 9. Changes in the Litigation Special Assessment. If at any time during the course of a civil action, the Board of Directors determines that the originally estimated total cost of the civil action or any revisions thereof is inaccurate, the Board of Directors shall immediately prepare a revised estimate of the total cost of the civil action. If the revised estimate exceeds the litigation special assessment previously approved by the Co-owners, the Board of Directors shall call a special meeting of the Co-owners to review the status of the litigation, and to allow the co-owners to vote on whether or continue the civil action and increase the litigation special assessment. The meeting shall have the same quorum and voting requirements as a litigation evaluation meeting.

Section 10. Disclosure of Litigation Expenses. The attorneys' fees, court costs, expert witness fees and all other expenses of any civil action filed by the Association ("litigation expenses") shall be fully disclosed to Co-owners in the Association's annual budget. The litigation expenses for each civil action filed by the Association shall be listed as a separate line item captioned "litigation expenses" in the Association's annual budget.

#### ARTICLE XIV

#### SEVERABILITY

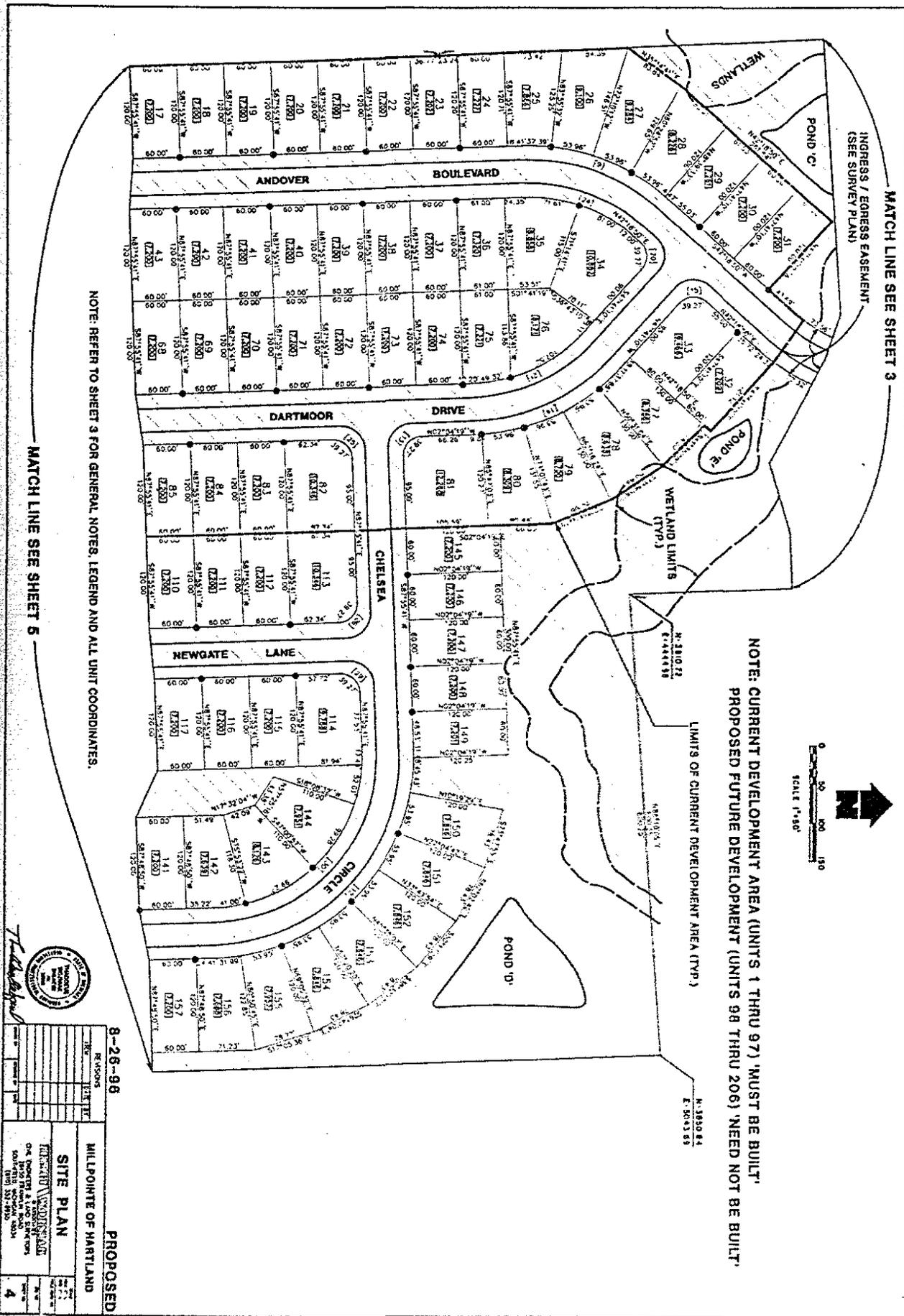
In the event that any of the terms, provisions, or covenants of these By-Laws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify, or impair in any manner whatsoever any of the other terms, provisions,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





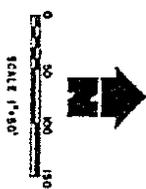


UNIVERSITY OF MASSACHUSETTS



NOTE: REFER TO SHEET 3 FOR GENERAL NOTES, LEGEND AND ALL UNIT COORDINATES.

NOTE: CURRENT DEVELOPMENT AREA (UNITS 1 THRU 97) 'MUST BE BUILT'.  
 PROPOSED FUTURE DEVELOPMENT (UNITS 98 THRU 206) 'NEED NOT BE BUILT'.



MATCH LINE SEE SHEET 5

MATCH LINE SEE SHEET 3

8-26-96

PROPOSED  
 MILLPOINTE OF HARTLAND  
 SITE PLAN

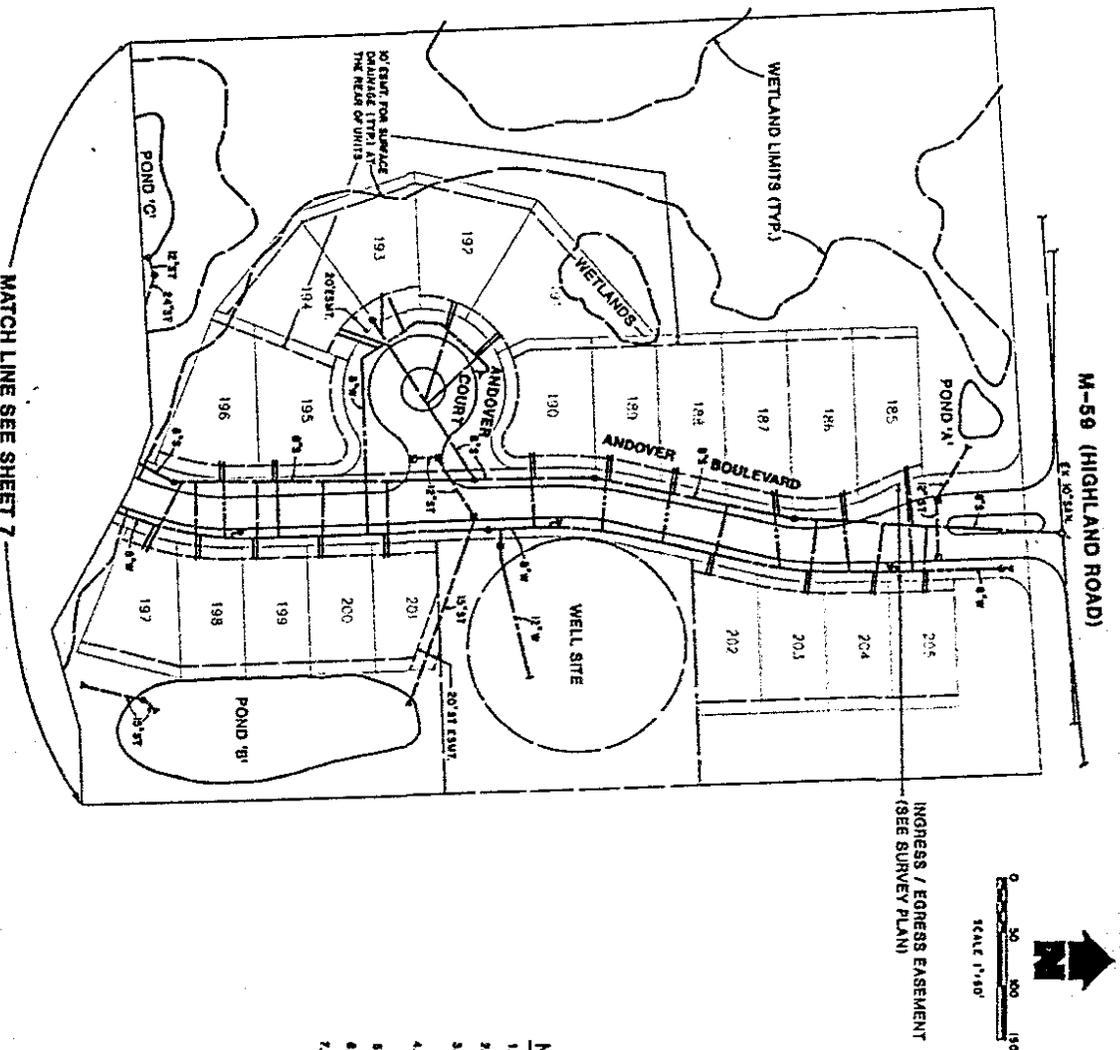
PREPARED BY  
 ENGINEERING & SURVEYING  
 100 WEST ST. HARTLAND, MASS.  
 TEL: 508-366-0000

DATE: 8-26-96

SCALE: AS SHOWN

4

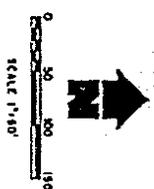




NOTE: CURRENT DEVELOPMENT AREA (UNITS 1 THRU 97) MUST BE BUILT  
 PROPOSED FUTURE DEVELOPMENT (UNITS 98 THRU 206) NEED NOT BE BUILT.

MATCH LINE SEE SHEET 7

INGRESS / EGRESS EASEMENT  
 (SEE SURVEY PLAN)



- LEGEND**
- WATER MAIN
  - SANITARY SEWER
  - GAS
  - ELECTRIC
  - EGRESS EASEMENT
  - MATCHLINE
  - CATCH BASIN
  - WELLS
  - END SECTION
  - HYDRANT
  - VALVE
  - DATE VALVE

**NOTES**

1. SANITARY SEWER SERVICE IS 8" WATER SERVICE SIZE WILL BE SHOWN ON AS-BUILT DRAWINGS.
2. THIS SITE DOES NOT LIE WITHIN A FEDERALLY ESTABLISHED FLOOD PLAIN HAZARD AREA.
3. EASEMENTS SHOWN ALONG BOTH SIDES OF ROAD RIGHT-OF-WAYS IS A 10' WIDE EASEMENT FOR PUBLIC UTILITIES TYPICAL UNLESS OTHERWISE INDICATED.
4. ALL OPEN SPACES OR PARK AREAS ARE SUBJECT TO A PRIVATE EASEMENT FOR PUBLIC UTILITIES, STORM WATER DRAINAGE, SURFACE DRAINAGE AND THE PRESERVATION OF EXISTING WETLANDS.
5. ALL GAS, ELECTRIC, TELEPHONE AND CABLE TV SERVICE WILL BE SHOWN ON AS-BUILT DRAWINGS.
6. ALL EASEMENTS SHOWN OVER STORM SEWER ARE 20' UNLESS OTHERWISE INDICATED.
7. EASEMENTS SHOWN AT THE REAR OF SOME UNITS IS A 10' WIDE EASEMENT FOR SURFACE DRAINAGE TYPICAL UNLESS OTHERWISE INDICATED.

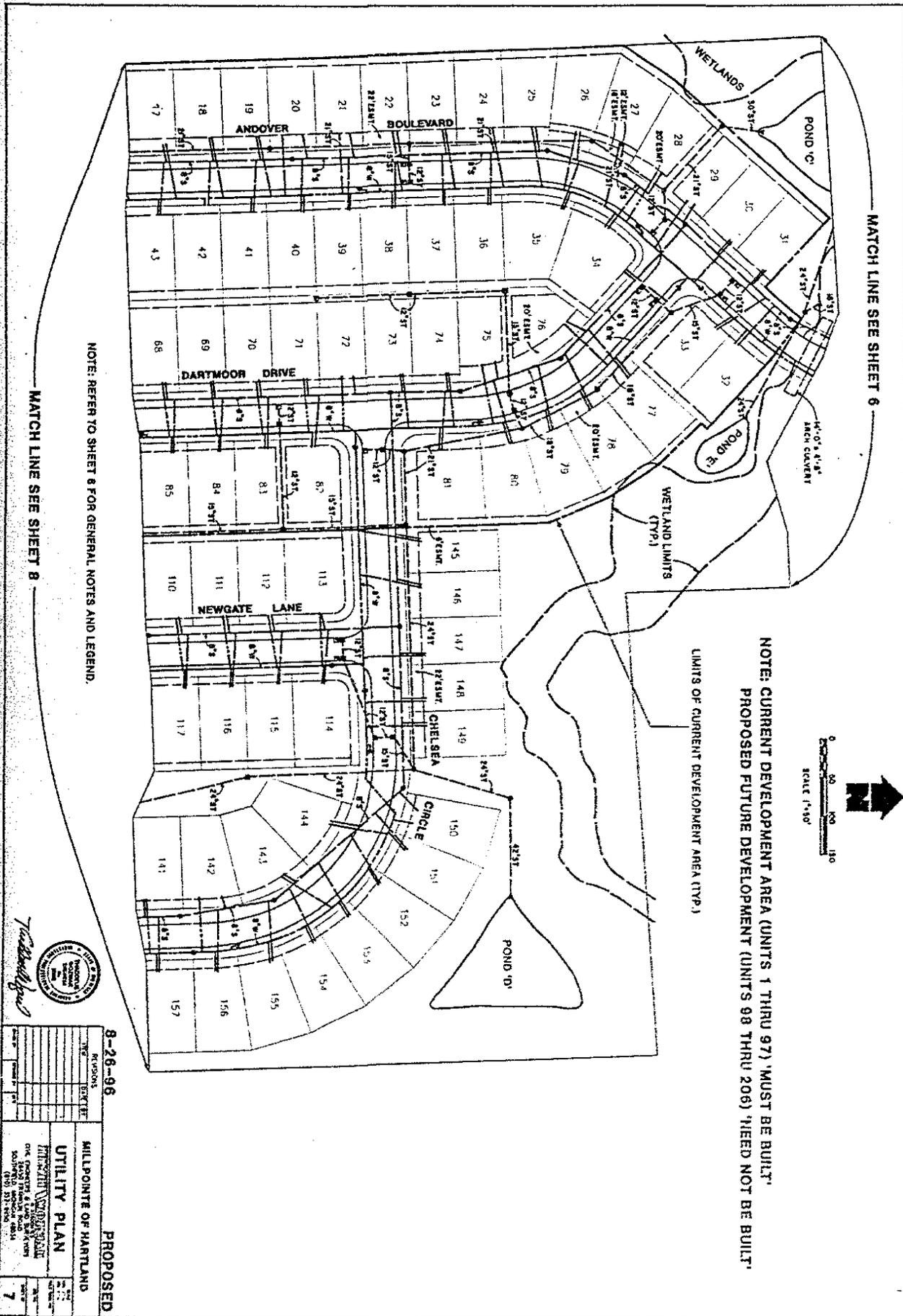
UTILITY	SOURCE
WATER MAIN	EXISTING / MODULAR RESERV DWSGA
SANITARY SEWER	EXISTING / MODULAR RESERV DWSGA
STORM SEWER	EXISTING / MODULAR RESERV DWSGA
GAS	TO BE SHOWN ON AS-BUILT DWG'S
TELEPHONE	TO BE SHOWN ON AS-BUILT DWG'S
ELECTRIC	TO BE SHOWN ON AS-BUILT DWG'S
CABLE	TO BE SHOWN ON AS-BUILT DWG'S



8-26-96

PROPOSED  
 MILLPOINTE OF HARTLAND  
 UTILITY PLAN

NO.	DATE	BY	DESCRIPTION
1			
2			
3			
4			
5			
6			
7			
8			



**8-26-96**

**PROPOSED**

**MILLPOINTE OF HARTLAND**

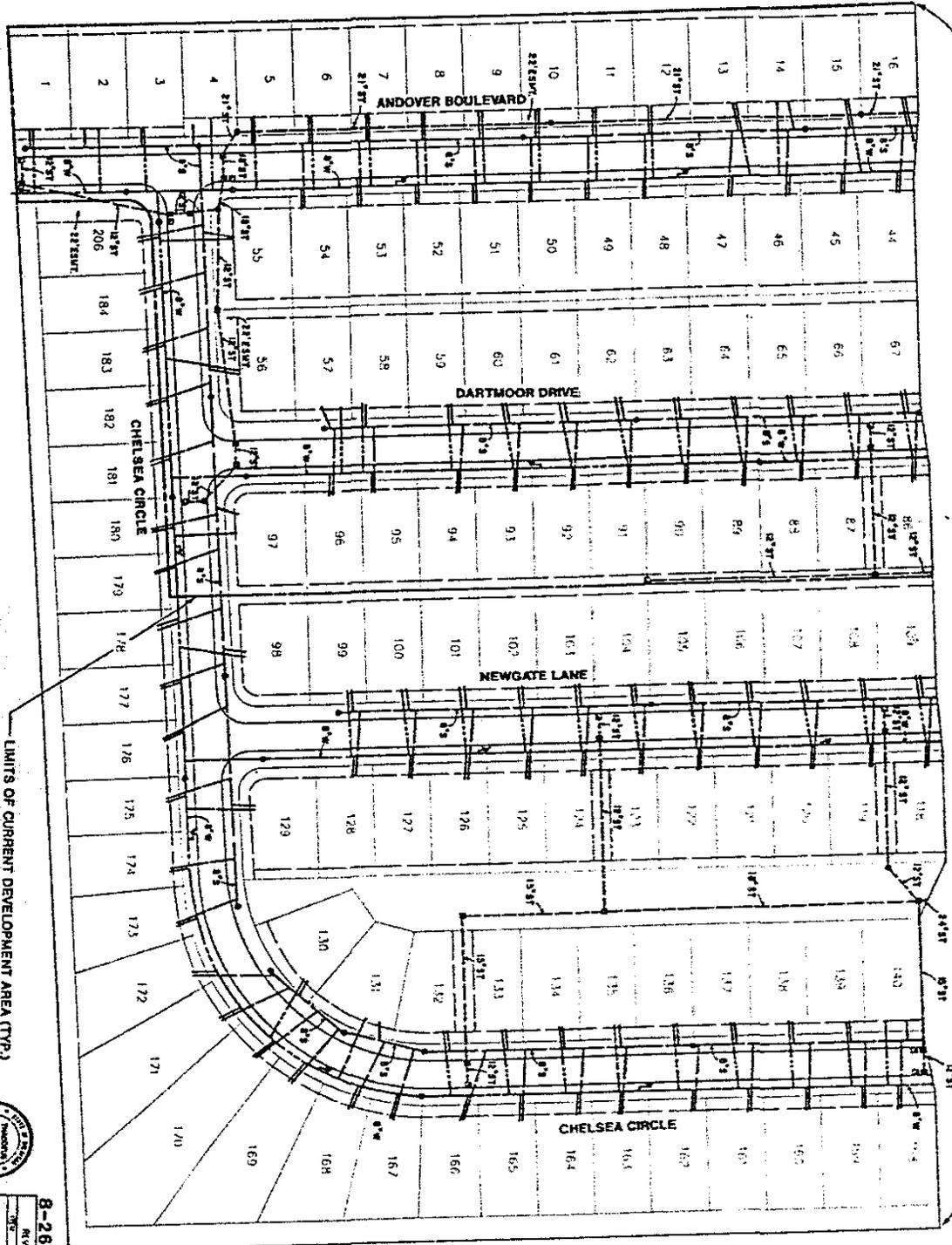
**UTILITY PLAN**

DATE: 8/26/96

BY: [Signature]

PROJECT NO: 8814

7



MATCH LINE SEE SHEET 7

NOTE: CURRENT DEVELOPMENT AREA (UNITS 1 THRU 97) MUST BE BUILT!  
 PROPOSED FUTURE DEVELOPMENT (UNITS 98 THRU 206) NEED NOT BE BUILT!

LIMITS OF CURRENT DEVELOPMENT AREA (TYP.)



8-26-96

NO.	REVISIONS	DATE

**PROPOSED**

**HILLPOINTE OF HARTLAND**

**UTILITY PLAN**

HILLPOINTE OF HARTLAND  
 ONE THOMPSON LANE, SUITE 100  
 HARTLAND, MASSACHUSETTS 01834  
 (978) 527-9900

DATE: 8-26-96

SCALE: 1"=50'

NOTE: REFER TO SHEET 8 FOR GENERAL NOTES AND LEGEND.

