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Bernard J. Youngblood, Wayne Co. Register of Deeds  
\$232.00 DEED  
Receipt #96406

EXAMINED AND APPROVED

DATE NOV 16 2001

BY MCL

DANIEL P. LANE  
PLAT ENGINEER

RECORDED  
BERNARD J. YOUNGBLOOD, REGISTER OF DEEDS  
WAYNE COUNTY, MI

\$4.00 RECONUMENTATION

## MASTER DEED

# TOTTENHAM SINGH CONDOMINIUM

**THIS MASTER DEED** is made and executed on this 9th day of November 2001, by Tottenham Woods Singh, L.L.C., a Michigan limited liability company (hereinafter referred to as "Developer"), the address of which is 7125 Orchard Lake Road, Suite 200, West Bloomfield, Michigan 48322, 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."

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

**NOW, THEREFORE**, the Developer does, upon the recording hereof, establish Tottenham Singh Condominium as a Condominium Project under the Act and does declare that Tottenham Singh Condominium (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 a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, and its successors, and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

## ARTICLE I TITLE AND NATURE

The Condominium Project shall be known as Tottenham Singh Condominium, Wayne County Condominium Subdivision Plan No. 637. The Project consists of eighty-one (81) Site Condominium Units. 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, are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" hereto. Each Unit is designed to contain a residential structure and other improvements for

This is to certify that there are no tax liens or other encumbrances on this property and that taxes are paid for FIVE YEARS previous to date of this instrument EXCEPT

3645 Raymond J. Youngblood Date 11-19-01  
WAYNE COUNTY TREASURER Clerk 226

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residential purposes and each Unit is capable of individual utilization. Each Co-owner in the Condominium Project shall have an exclusive right to his or her Unit and shall have undivided and inseparable rights to share with other Co-owners the General Common Elements of the Condominium Project.

## **ARTICLE II LEGAL DESCRIPTION**

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

Part of the Northwest 1/4 and the Southwest 1/4 of Section 26, T2S-R8E, Canton Township, Wayne County, Michigan, more particularly described as follows: Commencing at the North 1/4 Corner of said Section 26; thence along the North and South 1/4 line of said Section 26 and the centerline of Lilley Road (33 foot wide 1/2 Right-of-Way), S 00°14'59" E, 1980.88 feet to the POINT OF BEGINNING of the Parcel to be described; thence continuing along the North and South 1/4 line of Section 26 and the centerline of Lilley Road, S 00°14'59" E, 659.76 feet to the Center of said Section 26; thence continuing along the North and South 1/4 line of Section 26 and the centerline of Lilley Road, S 00°13'03" E, 198.00 feet; thence N 89°58'23" W, 526.02 feet; thence S 00°13'03" E, 1428.33 feet; thence S 58°33'27" W, 156.89 feet; thence S 83°12'26" W, 164.26 feet; thence N 60°49'48" W, 143.12 feet; thence S 80°46'36" W, 256.99 feet; thence N 74°26'35" W, 98.72 feet; thence N 00°06'42" W, 1671.59 feet (recorded as N 00°06'34" E, 1672.00 feet) to a point on the East and West 1/4 line of Section 26; thence N 00°19'23" W, 659.09 feet (recorded as N 00°19'44" W, 658.68 feet); thence N 89°56'19" E, 1294.65 feet to the POINT OF BEGINNING; Containing 51.78 acres, more or less and subject to the rights of the Public over the existing Lilley Road. Also subject to any other easements or restrictions of record.

71-102-99-0014-000

## **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, rules and regulations of the Tottenham Singh Condominium Association, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Tottenham Singh Condominium as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

**Section 1. Act.** The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

**Section 2. Association.** "Association" means Tottenham Singh Condominium 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.

**Section 3. Board of Directors or Board.** "Board of Directors" or "Board" means the Board of Directors of Tottenham Singh Condominium Association, a Michigan non-profit corporation organized to administer, operate, manage, and maintain the Condominium.

**Section 4. Builder.** "Builder" shall mean and refer to any person or entity who acquires a Unit for the purpose of engaging in and does engage in the business of constructing residential buildings for the purpose of resale and not for his own use.

**Section 5. Condominium Bylaws or Bylaws.** "Condominium Bylaws" or "Bylaws" means Exhibit "A" hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(8) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

**Section 6. Common Elements.** "Common Elements" where used without modification, means both the General Common Elements and the Limited Common Elements described in Article IV hereof.

**Section 7. Condominium Documents.** "Condominium Documents" means and includes this Master Deed and Exhibits "A" and "B" hereto, and the Articles of Incorporation, Bylaws and rules and regulations, if any, of the Association, as all of the same may be amended from time to time.

**Section 8. Condominium Premises.** "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 Tottenham Singh Condominium as described above.

**Section 9. Condominium Project, Condominium or Project.** "Condominium Project," "Condominium," or "Project" means Tottenham Singh Condominium, as a Condominium Project established in conformity with the Act.

**Section 10. Condominium Subdivision Plan.** "Condominium Subdivision Plan" means Exhibit "B" hereto.

**Section 11. Consolidating Master Deed.** "Consolidating Master Deed" means the final amended Master Deed and shall describe Tottenham Singh Condominium as a completed Condominium Project and shall reflect the entire land area added to or subtracted from the Condominium Project from time to time, and all Units and Common Elements therein, as constructed, and which shall express percentages of value pertinent to each Unit as finally readjusted. Such Consolidating Master Deed, if and when recorded in the office of the Wayne

County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto. In the event that there is no need to modify the terms of the Master Deed or Bylaws and if the only changes required are revisions to the Condominium Subdivision Plan, then there shall be no need to re-record the Master Deed and Bylaws, but any such revisions may be reflected by the recording of an amendment for the purposes of evidencing the locations of Units, Common Elements, and utilities as actually built.

**Section 12. Co-owner or Owner.** "Co-owner" or "Owner" means a person, firm, corporation, partnership, association, trust, or other legal entity or any combination thereof who or which owns one or more Units in the Condominium Project. The term "Owner", wherever used, shall be synonymous with the term "Co-owner."

**Section 13. Developer.** "Developer" means Tottenham Woods Singh, L.L.C., which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however, and wherever such terms are used in the Condominium Documents. The word "successor" as used in this Section shall not be interpreted to mean a "Successor Developer" as defined in Section 135 of the Act.

**Section 14. Development and Sales Period.** The "Development and Sales Period," for the purposes of the Condominium Documents and the rights reserved to Developer thereunder, shall be deemed to commence on the date that this Master Deed is recorded with the Wayne County Register of Deeds and continuing as long as the Developer continues to own any Unit in the Project or during the period when new houses are under construction by the Developer, and/or Builder, and/or independent contractor.

**Section 15. First Annual Meeting.** "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 that properly may be brought before the meeting.

**Section 16. General Common Elements.** "General Common Elements" means the Common Elements other than the Limited Common Elements. General Common Elements include Common Area "A" and "B" which are open spaces within the Condominium, Amanda Park, White Hart Park, Woodland Park East, Woodland Park West, and Woodland Park as described on the Condominium Subdivision Plain, Exhibit B.

**Section 17. Municipality or Township.** "Municipality" or "Township" means the Township of Canton.

**Section 18. Point of Lateral Connection.** "Point of lateral connection" means the point where the underground lead taps into the main.

**Section 19. Transitional Control Date.** "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes that may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes that may be cast by the Developer.

**Section 20. Unit or Condominium Unit.** "Unit" or "Condominium Unit" each mean a single Unit in Tottenham Singh Condominium, as such space may be described in Article V, Section 1 hereof and on Exhibit "B" hereto, and shall have the same meaning as the term "Condominium Unit" as 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. The Developer does not intend to and is not obligated to install any structures whatsoever within the Units or their appurtenant Limited Common Elements, if any.

**Section 21. Wetlands.** "Wetlands" and "Reservation for Wetland Preservation" shall mean those areas designated as "Wetlands" on the Condominium Subdivision Plan and/or are subject to the Township's Wetlands and Watercourse Protection Ordinance or those Wetland areas which may fall under the jurisdiction of any other governmental unit or agency.

**Section 22. Woodlands.** "Woodlands" shall mean those areas designated as such on the Condominium Subdivision Plan and/or which are designated as such on the Township's official woodlands map and which are subject to the Township's Woodland Protection Ordinance then in effect. All trees, shrubs, and ground cover contained within the protected woodland areas, are subject to the Township's Woodlands Protection Ordinance.

**Section 23. Gender.** 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 and vice versa.

**Section 24. Miscellaneous.** Other terms that may be utilized in the Condominium Documents and that are not defined hereinabove shall have the meanings as provided in the Act.

## ARTICLE IV COMMON ELEMENTS

The Common Elements of the Project, and the respective responsibilities for maintenance, decoration, repair, removal, or replacement thereof, are as follows:

**Section 1. General Common Elements.** The General Common Elements are:

(a) **Land.** The land described in Article II hereof not identified as Units or Limited Common Elements including Common Area "A" and "B".

(b) **Roads.** All internal roads and drives designated on the Condominium Subdivision Plan. All land contained within such description shall be and remain a General Common Element of the Condominium subject only to the rights of the public in such public road.

(c) **Easements**. All easements, if any, which benefit the Condominium Project as a whole.

(d) **Sidewalks**. The sidewalks throughout the Project, if any, which benefit the Condominium Project as a whole.

(e) **Monuments and Signs**. The entryway island monument and entryway wall and signs located adjacent to Lilley Road.

(f) **Electrical**. The electrical transmission mains located throughout the Project up to the point of lateral connection for Unit service.

(g) **Telephone**. The telephone system located throughout the Project up to the point of lateral connection for Unit service.

(h) **Gas**. The gas distribution system located throughout the Project up to the point of lateral connection for Unit service.

(i) **Telecommunications**. The telecommunications system located throughout the Project, if and when any may be installed, up to the point of lateral connection for Unit service.

(j) **Storm Sewer System**. The storm sewer system located throughout the Project and all equipment related thereto, except to the extent set forth in Section 4 of this Article.

(k) **Sanitary Sewer**. The sanitary sewer system located throughout the Project up to the point of lateral connection for Unit Service, except to the extent set forth in Section 4 of this Article.

(l) **Water Distribution System**. The water distribution system located throughout the Project up to the point of lateral connection for Unit service, and the sprinkling system fixtures, connections, and controls located on the General Common Elements to the extent any are installed.

(m) **Other**. Such other elements of the Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary to the existence, upkeep, appearance, utility, or safety of the Project.

**Section 2. Limited Common Elements**. Limited Common Elements shall be subject to the exclusive use and enjoyment of the Owner of the Unit to which the Limited Common Elements are appurtenant. The Limited Common Elements are as follows:

(a) **Utility Lateral**. Utility laterals from the connection to the mains are limited to the Unit served thereby.

**(b) Mailboxes.** Mailboxes are limited to the Unit to which they are assigned.

**(c) Driveways.** The driveway adjacent to the Unit it serves.

**Section 3. Responsibilities.** The respective responsibilities for the maintenance, decoration, repair, removal, and replacement of the Common Elements and other improvements are as follows:

**(a) Co-owner Responsibilities.**

**(i) Units and Dwellings.** It is anticipated that separate residential dwellings will be constructed within the Units depicted on Exhibit "B" hereto. Except as otherwise expressly provided, the responsibility for and the costs of maintenance, decoration, repair and replacement of each Unit, its Limited Common Elements, and any dwelling and other related structures constructed within the Unit, shall be borne by the Co-owner of the Unit which is served thereby: provided, however, that the exterior appearance of the dwellings, to the extent visible from any other dwelling or Common Element in the Project, shall be subject to reasonable aesthetic and maintenance standards in the Tottenham Singh Condominium Bylaws attached hereto at Exhibit "A" and as prescribed by the Association in duly adopted rules and regulations. Failure of any Co-owner to adhere to such maintenance and aesthetic standards shall entitle the Association to enter upon such Co-owner's Unit and to perform the necessary maintenance, decoration, repair, removal, or replacement in accordance with the provisions of Article IX, Section 5 of this Master Deed.

**(ii) Utility Services.** All costs of installation and operation of lateral lines for water, sewer, electricity, and natural gas and any other utility services and all costs of service to the Unit shall be borne by the Co-owner of the Unit to which such services are furnished.

**(b) Association Responsibilities for General Common Elements.** The costs of maintenance, repair, and replacement, if any, of all General Common Elements shall be borne by the Association, subject to any provisions of the Bylaws expressly to the contrary.

**(c) Association Responsibility for Units and Dwellings.** The Association shall not be responsible for performing any maintenance, repair, removal, or replacement with respect to any dwelling and their appurtenances located within the Condominium Units.

**(d) Association Responsibility for Private Roads.** It is the Association's responsibility to inspect and to perform preventative maintenance of the condominium roadways on a regular basis (including, without limitation, snow removal) in order to maximize their useful life and to minimize repair and replacement costs of the roadways within the Project. The private roads as shown on the Condominium Subdivision Plan will

be maintained, replaced, repaired, and resurfaced as necessary as determined by the Association. In the event the Association fails to provide adequate maintenance, repair, or replacement of the herein mentioned private roads, the Township of Canton may serve written notice of such failure upon the Association. Such written notice shall contain a demand that the deficiencies of maintenance, repair, or replacement be cured within a stated reasonable time period. If such deficiencies are not cured, the Township may undertake such maintenance, repair, or replacement and the costs thereof plus a 25% administrative fee may be assessed against the Co-owners and collected as a special assessment on the next annual Township of Canton tax roll. Items constructed in the road right of way including, without limitation, sidewalks, street trees and street lighting, shall be maintained by the Association after installation.

**Section 4. Utility Systems.** Some or all of the utility lines, systems (including mains and service leads) and equipment, and any telecommunication systems, 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 any telecommunications, shall be Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatever with respect to the nature or extent of such interest, if any. The extent of the Developer's responsibility will be to see to it that telephone, water, electric, and natural gas mains are existing or installed within reasonable proximity to, but not necessarily within, the Units.

**Section 5. Use of Units and Common Elements.** No Co-owner shall use his or her Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner that will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his or her Unit or the Common Elements. No Limited Common Element, if created, may be modified or its use enlarged or diminished by the Association without the written consent of the Co-owner to whose Unit the same is appurtenant.

## **ARTICLE V UNIT DESCRIPTIONS, PERCENTAGES OF VALUE AND CO-OWNER RESPONSIBILITIES**

**Section 1. Description of Units.** Each Unit is described in this paragraph with reference to the Condominium Subdivision Plan of Tottenham Singh Condominium as prepared by Boss Engineering, 7125 Orchard Lake Rd, Suite 108, West Bloomfield, Michigan 48322, and attached hereto as Exhibit "B." Each Unit shall consist of the land located within Unit boundaries as shown on Exhibit "B" hereto and delineated with heavy outlines together with all appurtenances thereto.

**Section 2. Percentage of Value.** The percentage of value assigned to each of the Units is equal. The determination that percentages of value should be equal was made after reviewing the comparative characteristics of the Units in the Project and concluding that there are not 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 General Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and expenses of administration and the value of such Co-owner's vote at meetings of the Association of Co-owners. The total value of the Project is 100%.

## **ARTICLE VI CONSOLIDATION AND OTHER MODIFICATIONS OF UNITS**

Notwithstanding any other provision of the Master Deed or the Bylaws, Units in the Condominium may be consolidated, modified, and the boundaries relocated, in accordance with Section 48 of the Act, any applicable local ordinances and regulations, and this Article; such changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed. No such changes shall be made, however, without the approval of the Township of Canton. Subject to such approval of the Township of Canton, Developer reserves the sole right during the Development and Sales Period and without the consent of any other Co-owner or any mortgagee of any Unit to do the following: realign or alter any Unit that it owns or any Units for which the Co-owners have given consent, consolidate under single ownership two or more Units that are located adjacent to one another, and relocate any boundaries between adjoining Units. Such realignment of Units, consolidation of Units, or relocation of boundaries of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of Developer, its successors or assigns.

## **ARTICLE VII CONVERTIBLE AREAS**

**Section 1. Developer's Rights regarding Convertible Areas.** The Developer intends to construct the Units in the Condominium as indicated on the Condominium Subdivision Plan (Exhibit "B"). The Developer reserves the right, in its sole discretion, during a period ending six years from the date of recording of this Master Deed to convert, modify the size, location, design or elevation of Units and/or General or Limited Common Elements appurtenant or geographically proximate to such Units within the areas immediately adjacent to the Units and or immediately adjacent to the Limited Common Elements as need arises in order to make reasonable changes to Unit types and sizes, to increase and decrease the immediately adjacent common areas, or to create additional Limited Common Elements, so long as such modifications do not unreasonably impair or diminish the appearance of the Project 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.

## **ARTICLE VIII OPERATIVE PROVISIONS**

The provisions as set forth below shall govern any consolidation or conversion in the Project pursuant to Articles VI or VII above.

**Section 1. Amendment of Master Deed and Modification of Percentages of Value.** Such consolidation or conversion of the Condominium Project shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted when applicable in order to preserve a total value of 100% for the entire Project resulting from such amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of the Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project.

**Section 2. Redefinition of Common Elements.** Such amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe, serve, and provide access to the additional parcel or parcels being added to (or withdrawn from) the Project by such amendments. In connection with any such amendments, the Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of roadways and sidewalks in the Project to any roadways and sidewalks that may be located on, or planned for adjacent or contiguous property owned by the Developer even if access to such property is by means of an easement, as the case may be.

**Section 3. Consolidating Master Deed.** A Consolidating Master Deed may be recorded pursuant to the Act when the Project 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.

**Section 4. Consent of Interested Persons.** 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 Articles VI and VII above 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.

**Section 5. Expiration of Rights.** Notwithstanding anything herein to the contrary, if the Developer has not completed the development and construction of the entire Project, i.e. all Condominium Units (exclusive of dwellings and other related structure and improvements), and the proposed improvements as depicted on the Condominium Subdivision Plan attached as Exhibit "B," whether identified as "Must be Built" or "Need not be Built," during a period ending 10 years from the date of commencement or construction by the Developer of the Project, the Developer, its successors or assigns, has the right to withdraw from the Project all undeveloped portions of the Project without the prior consent of any Co-owners, mortgagees, Units in the Project, or any other party having an interest in the Project. If the Developer has exercised any of its rights contained in the Master Deed permitting the consolidation or rights of convertibility of Units or Common Elements, then the time period is 6 years from the date the Developer exercised its rights with respect to the consolidation or right of convertibility, whichever right was exercised last. The undeveloped portion of the Project withdrawn shall also automatically be granted easements for utility and access purposes through the Project for the benefit of the undeveloped portions of the Project. If the Developer does not withdraw the undeveloped portions of the Project before the expiration of the time periods, such lands shall remain part of the Project as General Common Elements and all rights to construct Units upon that land shall cease. In such an event, if it becomes necessary to adjust percentages of value as a result of fewer Units existing, a Co-owner or the Association of Co-owners may bring an action to require revisions to the Percentages of Value.

## **ARTICLE IX EASEMENTS AND RESTRICTIONS**

**Section 1. Easement for Maintenance of Encroachments.** In the event of any encroachments due to shifting, settling, moving of a Unit, 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. This section shall not allow or permit any encroachment upon, or an easement for an encroachment upon, Units described in this Master Deed being comprised of land and/or airspace above and/or below said land, without the consent of the Co-owner of the Unit to be burdened by the encroachment or easement.

**Section 2. Easement for Utilities.** There shall be easements to, through, and over all portions of the land in the Condominium, including all areas lying within Unit boundaries, for installation and for the continuing existence, maintenance, repair, removal, replacement and enlargement of or tapping into all utilities in the Condominium including but not limited to: underground television cable, sanitary and storm sewer lines, water mains, drainage lines, surface drainage swales, and any other improvement or specific utility easement that would serve the Condominium as shown on the Condominium Subdivision Plan.

### **Section 3. Rights Retained by Developer.**

**(a) Utility Easements.** The Developer reserves the right at any time during the Development and Sales Period to grant easements for utilities over, under, and across

the Condominium and all Units and Common Elements therein to appropriate governmental agencies, public utility companies, Co-owners or owners of property in proximity to the Condominium and to transfer title of utilities to governmental agencies or to utility companies. Any such easement or transfer of title may be conveyed by the Developer without the consent of any Co-owner, mortgagee, or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit "B" hereto, recorded in the Wayne County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be required to effectuate the foregoing grant of easements or transfers of title.

**(b) Roadway Easements.** The Developer reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article II or any portion or portions thereof, and any adjoining parcel or parcel(s) neighboring the Condominium, 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 II or any adjoining parcel or parcels and to construct roadways and sidewalks on, over, and through any easement or right of way, to construct a connector road between Units 27 and 28 and on, over, and through Woodland Park West, for ingress and egress to any adjacent development. All expenses of maintenance, repair, replacement, and resurfacing of any road referred to in this Section shall be shared by this Condominium and any developed portions of the land described in Article II, and any adjoining parcel or parcels neighboring the Condominium where the closest means of access to a public road of which is over such road or roads. The Co-owners of this Condominium shall be responsible for payment of a proportionate share of such expenses which share shall be determined by multiplying such expenses by a fraction, the numerator of which is the number of dwelling Units in this Condominium, and the denominator of which is comprised of the numerator plus all other dwelling Units in the land described in Article the closest means of access to a public road of which is over such road.

**(c) Right to Dedicate.** The Developer reserves the right at any time during the Development and Sales Period to dedicate to the public a right-of-way of such width as may be required by the local public authority over any or all of the roadways in Tottenham Singh Condominium, shown as General Common Elements in the Condominium Subdivision Plan. Any such right-of-way dedication may be made by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to the Condominium Subdivision Plan hereto, recorded in the Wayne County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing right-of-way dedication.

**(d) Development and Sales Period.** The Developer reserves the right at any time during the Development and Sales Period to maintain reasonable facilities, including but not limited to sales offices, business offices, construction offices, model units, storage areas and parking facilities to facilitate the development and sale of the Project. The Developer further reserves an access easement for ingress and egress over, across, and through the Project as may be necessary to enable the development and sale of the entire Project. During and forever thereafter the Developer reserves the right to use the "Tottenham" name or other identifying phrases, marks, or logos associated with the Project in other developments or in conjunction with any of the Developer's sales, marketing, and promotional materials.

**Section 4. Grant of Easements by Association.** The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such reasonable easements, licenses, rights-of-entry, and rights-of-way over, under, and across the Condominium Premises for utility purposes or other lawful purposes as may be necessary for the benefit of the Condominium subject, however, to the approval of the Developer so long as the Development and Sales Period has not expired. No easements created under the Condominium Documents may be modified, nor may any of the obligations with respect thereto be varied, without the consent of each person benefited or burdened thereby.

**Section 5. Easements for Maintenance, Repair and Replacement.** The Developer, the Association and all public or private utility agencies or companies shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration, replacement, removal or upkeep which they or any of them are required or permitted to perform under the Condominium Documents or by law or to respond to any emergency or common need of the Condominium; provided, however, that the easements granted hereunder shall not entitle any person other than the Owner thereof to gain entrance to the interior of any dwelling or garage located within a Unit. While it is intended that each Co-owner shall be solely responsible for the performance and costs of all maintenance, repair, removal, and replacement of and decoration of the dwelling and all other appurtenances and improvements constructed or otherwise located within his or her Unit, it is nevertheless a matter of concern that a Co-owner may fail to maintain the exterior of his or her dwelling or structures appurtenant thereto in a proper manner and in accordance with the standards set forth in this Master Deed, the Bylaws and any rules and regulations promulgated by the Association. Therefore, in the event a Co-owner fails, as required by this Master Deed, the Bylaws or any rules and regulations of the Association, to properly and adequately maintain, decorate, repair, removal, replace, landscape, or otherwise keep his or her Unit, the dwelling thereon or any improvements or appurtenances located therein or any Limited Common Elements appurtenant thereto, the Association (and/or the Developer during the Development and Sale Period) shall have the right, and all necessary easements in furtherance thereof (but not the obligation), to take whatever action or actions it deems desirable to so maintain, decorate, repair, remove, or replace the dwelling or other structures within the Unit, its appurtenances or any of its Limited Common Elements, and any landscaping, all at the expense of the Co-owner of the Unit. Neither the Developer nor the Association shall be liable to the

Co-owner of any Unit or any other person, in trespass or in any other form of action, for the exercise of rights pursuant to the provisions of this Section or any other provision of the Condominium Documents which grant such easements, rights of entry or other means of access. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at a future time. All costs incurred by the Association or the Developer in performing any responsibilities which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his or her regular assessment next falling due; further, the lien for non-payment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

**Section 6. Utility Easements and Locations of Utility Installations.** Various utility installations exist within the Units and are depicted on the Condominium Subdivision Plan. Perpetual easements exist and are hereby created in this Master Deed and otherwise in favor of all Units and the Co-owners thereof for the continued existence, maintenance, repair, replacement, and removal of such utilities, whether located above or below ground. Also, other utility mains (including, without limitation, natural gas, electric, and telephone conduits) may be installed by or at the instance of Developer across all Units to serve some or all other Units in the Condominium. Developer reserves the right to create all such easements and to install or cause to be installed any and all utilities within and across all Units in such locations as Developer may elect, in Developer's sole and absolute discretion and, further, to tap into, extend, and enlarge such utilities as may be necessary, in Developer's judgment.

**Section 7. Telecommunications Agreements.** The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Development 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, right-of-way agreements, access agreements, and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient, or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state, local law, or ordinance. Any and all sums paid by any telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

**Section 8. Entryway Easement.** There shall exist a perpetual easement in favor of all Units and the Co-owners thereof, and the Association for the installation, construction, maintenance, repair, and replacement of landscaping and monument walls at the entrance of

the Condominium, in, over, and on Woodland Park East and Amanda Park, in the areas adjacent to Lilley Road, designated on the Condominium Subdivision Plan; in, over, and on the median island in Wood Creek Lane at that entrance to the Condominium from Lilley Road; ("Entryway Easement"). It shall be the responsibility of the Association to maintain, repair, and replace the landscaped areas, monument walls, and median island located within this easement area. The Association shall bear the cost of electricity used to light the monument walls and water used for irrigation of the landscaped areas and median island.

**Section 9. Subdivision Sign Easement.** There shall exist a perpetual easement in favor of all Units and the Co-owners thereof, and the Association for the construction, maintenance, repair, replacement, and illumination of signs in Woodland Park East and Amanda Park at the entryway along Lilley Road. The signs or any replacement signs shall bear the name "Tottenham Singh" in prominent letters. It shall be the responsibility of the Association to maintain, repair, replace, and illuminate the signs. If the Association fails to maintain, repair, replace or illuminate the signs, the Developer shall have the right, but not the obligation, at its own expense, to maintain, repair, replace, or illuminate the signs, and charge the cost thereof to the Association. If the signs are replaced, any replacement sign shall state: "Tottenham Singh" in prominent letters.

**Section 10. Greenbelt and Roadway Greenbelt Easement.** There shall exist a perpetual easement in favor of all Units and the Co-owners thereof, and the Association for the construction, installation, landscaping, improvement, maintenance, repair, and preservation of existing vegetation located in Woodland Park East and Amanda Park; in the median island of WoodCreek Lane at the Lilley Road entrance; in Woodland Park, Woodland Park West and White Hart Park (referred to as the "Greenbelt Easement") and within the landscaped area of the public right-of-ways adjacent to the Greenbelt Easement area of the Subdivision including the area between the shoulder of Lilley Road and the eastern boundary line of Woodland Park East and Amanda Park (the "Roadway Greenbelt"). No berms will be allowed to be constructed within the protected woodland areas of any of the Parks. The Association shall maintain, repair, and replace the landscaping, sod, seed, shrubs, trees, and irrigation (sprinkler) system installed by the Developer in the Greenbelt Easement areas and the Roadway Greenbelt. No Owner may remove or disturb any portion of the berms or the landscaping or irrigation (sprinkler) system within the Greenbelt Easement area or the Roadway Greenbelt area without the prior approval of the Developer, during the Development and Sales Period.

**Section 11. Woodland and Wetland Conservation Easements.** The Condominium contains woodland and wetland areas worthy of preservation in their natural and undeveloped condition, which Developer has caused to be preserved, permanently in their natural and undeveloped condition by means of a Conservation Easement over all Parks, as shown on the Tottenham Singh Condominium Subdivision Plan and as described in Michigan Department of Environmental Quality Permit No. 99-10-0009-P issued March 20, 2000. In addition, areas within some Units in the Condominium contain wetland areas and such areas are protected by means of a Conservation Easement, pursuant to described in Michigan Department of Environmental Quality Permit No. 99-10-0009-P issued March 20, 2000, as shown on the Tottenham Singh Condominium Subdivision Plan, Reservation for Wetland Preservation. The alteration of topography, the placement of fill material, the dredging, removal, or excavation of any soils or materials, the

drainage of surface water, the construction or placement of any structure, plowing, tilling, or cultivating, and the alteration or removal of vegetation shall be prohibited except as shown on the plans, specifications, and permits approved or issued and as amended, by governmental agencies having jurisdiction over the conservation easements. Except as provided in this section, the woodland and wetland conservation areas may not be disturbed without a permit from any governmental agencies with proper jurisdiction. Nothing contained herein shall be interpreted as providing public access to the private easement areas. The conservation easements created herein shall run with the land in perpetuity unless modified or terminated by written agreement with the Township of Canton. The Association, at its sole expense, shall also install signs depicting the conservation easement areas. The conservation easements created herein may be enforced by either an action in law or equity and shall be enforceable by the Township of Canton against the owners of the easement premises and any other person despite a lack of privity of estate or contract.

**Section 12. Emergency Access Easement.** There shall exist for the benefit of all Co-owners, their guests and invitees, the Township of Canton, and any and all emergency vehicles, an ingress and egress easement over the roads in the Condominium as depicted on the Condominium Subdivision Plan. This easement shall not obligate the Township or the County to any maintenance or repair obligations with respect to the private roads within the Condominium.

## **ARTICLE X AMENDMENT**

This Master Deed, Bylaws, and the Condominium Subdivision Plan may be amended with the consent of 2/3 majority vote of the Co-owners, except as hereinafter set forth:

**Section 1. Modification of Units or Common Elements.** No Unit dimension may be modified in any material way without the written consent of the Co-owner and mortgagee of such Unit, nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material way without such consent, except as otherwise expressly provided in the Master Deed or in the Bylaws.

**Section 2. Mortgagee Consent.** Whenever a proposed amendment would materially alter or change the rights of mortgagees generally, then such amendments shall require the approval of 2/3 majority vote of all first mortgagees of record allocating one vote for each mortgage held. Mortgagees need not appear at any meeting of Co-owners except that their approval shall be solicited through written ballots. To the extent that a vote of mortgagees of Units are required for the amendment of the Condominium Documents, the procedure described in Section 90a of the Act, MCL 559.190a shall be followed.

**Section 3. By Developer.** Prior to one year after expiration of the Development and Sales Period, the Developer may, without the consent of any Co-owner or any other person, amend this Master Deed, the Bylaws, 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 Bylaws attached hereto as Exhibit "A" as do not materially affect any rights of any Co-owners or mortgagees in the Project.

**Section 4. Change in Percentage of Value.** Except as otherwise provided in this Master Deed, the value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his or her first mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent.

**Section 5. Termination, Vacation, Revocation, or Abandonment.** The Condominium Project may not be terminated, vacated, revoked, or abandoned without the written consent of 80% of non-Developer Co-owners and mortgagees and, during the Development and Sales Period, the Developer.

**Section 6. Developer Approval.** During the Development and Sales Period, the Condominium Documents shall not be amended nor shall the provisions thereof be modified in any way without the written consent of the Developer.

**Section 7. Amendments for Secondary Market Purposes.** The Developer or Association may amend the Master Deed or Bylaws to facilitate mortgage loan financing for existing or prospective Co-owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration, the Department of Housing and Urban Development, Michigan State Housing Development Authority or by any other institutional participant in the secondary mortgage market which purchases or insures mortgages. The foregoing amendments may be made without the consent of Co-owners or mortgagees.

## **ARTICLE XI 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 an appropriate instrument in writing duly recorded in the office of the Wayne County Register of Deeds.

Tottenham Woods Singh, L.L.C.,  
a Michigan limited liability company,

by:

Singh Land Company, a Michigan  
corporation, Manager

By:

Darshan S. Grewal  
Darshan S. Grewal

Its:

President

WITNESSES:

Linda M. Kleinstiver  
Linda M. Kleinstiver  
Jane Dietrich  
Jane Dietrich  
STATE OF MICHIGAN )

COUNTY OF OAKLAND )

) SS.

On this 9th day of November, 2001, Darshan S. Grewal, the President of Singh Land Company, a Michigan corporation, which is the Manager of Tottenham Woods Singh, L.L.C., a Michigan limited liability company, acknowledged the foregoing Master Deed before me on behalf of Tottenham Woods Singh, L.L.C.

Linda M. Kleinstiver

Notary Public, Oakland County, Michigan

My commission expires: \_\_\_\_\_

Master Deed drafted by:

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

When recorded, return to drafter.

LINDA M KLEINSTIVER NOTARY PUBLIC STATE OF MICHIGAN OAKLAND COUNTY MY COMMISSION EXP. DEC. 16, 2003
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**EXHIBIT "A"****Tottenham Singh Condominium****BYLAWS****ARTICLE I  
ASSOCIATION OF CO-OWNERS**

Tottenham Singh Condominium, a residential Condominium Project located in the Township of Canton, Wayne County, Michigan, shall be administered by an Association of Co-owners which shall be a non-profit corporation, hereinafter called the "Association," organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation, and administration of the Common Elements, easements, and affairs of the Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3(8) of the Act and the Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Co-owner shall be entitled to membership and no other person or entity shall be entitled to membership. The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged, or transferred in any manner except as an appurtenance to his or her Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project available at reasonable hours to Co-owners, prospective purchasers, and prospective mortgagees of Units in the Condominium Project. 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.

**ARTICLE II  
ASSESSMENTS**

All expenses arising from the management, administration, and operation of the Association in pursuance of its authorizations and responsibilities as set forth in the Condominium Documents and the Act shall be levied by the Association against the Units and the Co-owners thereof in accordance with the following provisions:

**Section 1. Assessments for Common Elements.** All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, any 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 Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act. Assessments for Common Elements shall be used to promote

the recreation, health, safety, welfare, common benefit, and enjoyment of the Co-owners of the Condominium, including but not limited to (a) the maintenance and improvement of

the Common Areas now or hereafter owned by the Association; (b) the planting and maintenance of tree, shrubs, grass, and other landscaping; (c) the maintenance of median islands whether or not dedicated to the public; (d) the maintenance of the landscaped areas abutting Lilley Road; (e) the acquisition of Common Areas; (f) the construction, operation, maintenance, repair, and replacement of recreational facilities; (g) caring for vacant Units; (h) maintenance of drainage facilities which service the Condominium, whether inside or outside of the Condominium boundaries; (i) providing community services; (j) obtaining insurance for the protection of the Co-owners and Association Directors and Officers; (k) maintenance, illumination, irrigation, repair, and replacement of the entryway sign(s), monument walls, and landscaping; (l) maintenance and replacement of street signs not maintained or replaced by the Municipality; and (m) establishing and maintaining appropriate reserves for those purposes.

**Section 2. Determination of Assessments.** Assessments shall be determined in accordance with the following provisions:

**(a) Budget; Regular Assessments.** The Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year that may be required for the proper operation, management, and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular payments as set forth in Section 2(c) below rather than by special assessments. At a minimum, the reserve fund shall be equal to 10% of the Association's current annual budget on a noncumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for this particular project, the Association of Co-owners should carefully analyze the Condominium Project 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 Association, copies of the budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget. The annual assessments as so determined and levied shall constitute a lien against all Units as of the first day of the fiscal year to which the assessments relate. Failure to deliver a copy of the budget to each Co-owner shall not affect or in any way diminish such lien or the liability of any Co-owner for any existing or future assessments. Should the Association at any time decide, in its sole discretion: (1) that the assessments levied are or may prove to be insufficient (a) to pay the costs of operation and management of the Condominium, (b) to provide replacements of existing Common Elements, (c) to provide additions to the Common Elements not exceeding \$1,000 annually for the entire Condominium Project, or (2) that an emergency exists, the Association shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Association shall have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 3 hereof. The discretionary authority of the Association to levy assessments pursuant to this subparagraph shall rest solely with the Association

for the benefit of the members thereof, and shall not be enforceable by any creditors of the Association or of the members thereof.

**(b) Special Assessments.** Special assessments, in addition to those required in subparagraph (a) above, may be made by the Association from time to time and approved by the Co-owners as hereinafter provided to meet other requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of a cost exceeding \$1,000 for the entire Condominium Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 hereof, or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph (b) (but not including those assessments referred to in subparagraph 2(a) above, which shall be levied in the sole discretion of the Association) shall not be levied without the prior approval by 66 2/3% in number and value of the Co-owners. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or of the members thereof.

**(c) Apportionment of Assessments.** All assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with each Co-owner's proportionate share of the expenses of administration as provided in Article V, Section 2 of the Master Deed and without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit except as otherwise specifically provided in the Master Deed. Annual assessments as determined in accordance with Article II, Section 2(a) above shall be payable by Co-owners in periodic installments the frequency of which will be determined by the Association, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means.

**Section 3. Developer's Responsibility for Assessments.** 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 at all times pay all expenses of maintaining 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, except expenses related to maintenance and use of the Units in the Project and of the improvements constructed within or appurtenant to the Units that are not owned by Developer. For purposes of the foregoing sentence, the Developer's proportionate share of such expenses shall be based upon the ratio of all Units owned by the Developer at the time the expense is incurred to the total number of Units then in the Project. In no event shall the Developer be responsible for payment of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments. For instance, the only expenses presently contemplated that the Developer might be expected to pay are a pro rata share of any liability insurance and other administrative costs which the Association might incur from time to time and which relate to a Unit irrespective of whether there is a dwelling located thereon. Any

assessments levied by the Association against the Developer for other purposes shall be void without the Developer's express written consent. Further, 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.

**Section 4. Penalties for Default.** The payment of an assessment shall be in default if any installment thereof is not paid to the Association in full on or before the due date for such installment. Each installment in default for ten (10) or more days shall bear interest from the initial due date thereof at the highest rate permitted by law until paid in full. A late charge not to exceed \$25.00 per installment may be assessed automatically by the Association upon each installment in default for ten or more days. The Association may, pursuant to Article XX, Section 4 and Article XXI hereof, levy fines for late payment of assessments in addition to such late charge. Each Co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to his Unit which may be levied while such Co-owner is the owner thereof, except a land contract purchaser from any Co-owner or Developer shall be personally liable and such land contract seller shall not be personally liable for all such assessments levied up to and including the date upon which such 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 costs of collection and enforcement of payment, including reasonable attorney's fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates.

**Section 5. Liens for Unpaid Assessments.** Sums assessed by the Association which remain unpaid, including but not limited to regular assessments, special assessments, fines, late charges, and interest shall constitute a lien upon the Unit or Units in the Project owned by the Co-owner at the time of the assessment and upon the proceeds of sale thereof. Any such unpaid sum shall constitute a lien against the Unit as of the first day of the fiscal year to which the assessment, fine or late charge relates and shall be a lien prior to all claims except real property taxes and first mortgages of record. All charges which the Association may levy against any Co-owner shall be deemed to be assessments for purposes of this Section and Section 108 of the Act.

**Section 6. Waiver of Use or Abandonment of Unit.** No Co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of the any of the Common Elements or by the abandonment of his Unit.

**Section 7. Enforcement.**

**(a) Remedies.** In addition to any other remedies available to the Association, 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. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, the

Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any utilities or other services to a Co-owner in default upon seven-day written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from his Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him. The Association may also assess fines for late payment or non-payment of assessments in accordance with the provisions of Article XX, Section 4 of these Bylaws. All of these remedies shall be cumulative and not alternative.

**(b) Foreclosure Proceedings.** Each Co-owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The Association is entitled to reasonable interest, expenses, costs, and attorney fees for foreclosure 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. The redemption period for a foreclosure is 6 months from the date of sale unless the property is abandoned, in which event the redemption period is 1 month from the date of sale. Further, each Co-owner and every other person who from time to time has any interest in the Project 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. Each Co-owner of a Unit in the Project acknowledges that at the time of acquiring title to such Unit, he was notified of the provisions of this subparagraph 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. The Co-owner of a Unit subject to foreclosure and any purchaser, grantee, successor, or assignee of the Co-owner's interest in the Condominium Unit, is liable for assessments by the Association of the Co-owners chargeable to the Unit that become due before the expiration of the period of redemption together with interest, advances made by the Association for taxes or other liens to protect its lien, costs, and attorney fees incurred in their collection.

**(c) Notice of Action.** 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 days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address, a written notice that one or more installments of the annual 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 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's 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 Wayne County Register of Deeds prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing. If the delinquency is not cured within the ten-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 delinquent Co-owner and shall inform him that he may request a judicial hearing by bringing suit against the Association.

**(d) Expenses of Collection.** The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorney's fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien on his Unit.

**Section 8. Statement as to Unpaid Assessments.** The purchaser of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments thereon, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the sale or conveyance of the Unit, all unpaid assessments, interest, late charges, fine, costs and attorney fees against the Unit shall be paid out of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature, except, amounts due the state, or any subdivision, or municipality for taxes and special assessments due and unpaid on the Unit, and payments due under a first mortgage having priority thereto. Upon the payment of the assessments and associated charges, the Association's lien for assessments as to such Unit shall be deemed satisfied. Nothing herein withstanding, the failure of a purchaser to collect the payment for the unpaid assessment at closing of the purchase of such Unit shall render any unpaid assessments and the lien securing the same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act.

**Section 9. Liability of Mortgagee.** The mortgagee of a first mortgage of record of a Unit shall give notice to the Association of the commencement of foreclosure of the first mortgage by advertisement by serving a copy of the published notice of foreclosure required by statute upon the Association by certified mail, return receipt

requested, addressed to the resident agent of the Association or to the address the Association provides to the mortgagee, if any, in those cases where the address is not registered, within 10 days after first publication. The mortgagee of a first mortgage of record shall give notice to the Association of its intent to commence foreclosure of the first mortgage by judicial action by serving a notice setting forth the names of the mortgagors, the date the mortgage was recorded, the amount claimed due on the mortgage on the date of the notice, and a description of the mortgaged premises that substantially conforms with the description continued in the mortgage upon the Association by certified mail, return receipt requested, addressed to the resident agent of the Association at the agent's address, or to the address the Association provides to the mortgagee, if any, in those cases where the address is not registered, not less than 10 days before commencement of the judicial action. Failure of the mortgagee to provide notice as required shall only provide the Association with legal recourse and will not, in any event, invalidate any foreclosure proceeding between a mortgagee and mortgagor. If the mortgagee of a first mortgage of record or other purchaser of the Unit obtains title to the Unit as a result of foreclosure of the first mortgage, such person, its successors, and assigns are not liable for the unpaid assessments chargeable to the Unit that become due prior to the acquisition of title to the Unit by such person except for assessments that have priority over the first mortgage under Section 108 of the Condominium Act.

**Section 10. Property Taxes and Special Assessments.** All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

**Section 11. Personal Property Tax Assessment of Association Property.** 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 12. Construction Lien.** A construction lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

### **ARTICLE III ARBITRATION AND LITIGATION**

**Section 1. Arbitration Among or Between Co-Owners or Co-Owners and the Association.**

**(a) Scope and Election.** Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between the Co-owners or between Co-owners and the Association, shall be subject to Arbitration upon the election and written consent of the parties to any such disputes, claims, or grievances.

**(b) Arbitration.** With respect to all arbitration under this Section: (i) judgment of the circuit court of the State of Michigan for the jurisdiction in which the Condominium Project is located may be rendered upon any award entered pursuant to such arbitration and the parties thereto shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved and (ii) the Commercial Arbitration Rules of the American Arbitration Association, as amended and in effect from time to time hereafter, shall be applicable to such arbitration.

**(c) Judicial Relief.** In the absence of the election and written consent of the parties to arbitrate as provided pursuant to Section 1(a) above, no Co-owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims, or grievances.

**(d) Election of Remedies.** Such election and written consent by Co-owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim, or grievance in the courts.

**Section 2. Arbitration between the Developer and Co-owner(s) and/or the Association.** By purchase of a Unit, Co-owners agree as follows:

**(a) Arbitration between the Developer and Co-owner(s).** With respect to any claim that might be the subject of a civil action between a purchaser, Co-owner, or person occupying a restricted Unit under section 104b of the Act and the Developer, which claim involves an amount of Two Thousand Five Hundred Dollars (\$2,500.00) or less and arises out of or relates to the Common Elements of the Project, such claim shall be settled by arbitration at the exclusive option of the purchaser, Co-owner, or person occupying a restricted Unit under section 104b of the Act. All other claims may be settled by arbitration upon the agreement of the parties.

**(b) Arbitration between the Developer and the Association.** With respect to any claim that might be the subject of a civil action between the Association and the Developer, which claim arises out of or relates to the Common Elements of the Condominium Project, if the amount of the claim is Ten Thousand Dollars (\$10,000) or less, such claim shall be settled by arbitration, at the exclusive option of the Association. All other claims may be settled by arbitration upon the agreement of the parties.

**(c) Arbitration.** With respect to all arbitration under this Section, (i) judgment of the circuit court of the State of Michigan for the jurisdiction in which the Condominium Project is located may be rendered upon any award pursuant to such arbitration and the parties thereto shall accept the arbitrator's decision as final and binding; (ii) the Commercial Arbitration Rules of the American Arbitration Association, as amended and in effect from time to time hereafter, shall be applicable to such arbitration; and (iii) this agreement herein to arbitrate precludes the parties from litigating such claims in the courts.

**(d) Section 107 Action by Co-owners.** Nothing in this Section shall, however, prohibit a Co-owner from maintaining an action in court against the Association and its officers and directors to compel these persons to enforce the terms and provisions of the Condominium Documents, nor to prohibit a Co-owner from maintaining an action in court against any other Co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

**Section 3. Litigation / Arbitration on behalf of Association.** 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 Bylaws and in the Association's Articles of Incorporation, 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 Articles of Incorporation of the Association, the commencement of any civil action or arbitration (other than one to enforce these Bylaws or to 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 Section. The requirements of this Section 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 costs of litigation and the risk of improvident litigation, and in order to avoid the waste of the Association's assets in litigation through additional or special assessments where reasonable and prudent alternatives to the litigation exist. Each Co-owner shall have standing to sue to enforce the requirements of this Section. The following procedures and requirements apply to the Association's commencement of any civil action other than an action to enforce these Bylaws or to collect delinquent assessments:

**(a) Pre-Litigation Requirements.** Prior to commencing a civil action on behalf of the Association, the Board of Directors shall (i) call a special meeting of the Co-owners for the express purpose of evaluating the merits of the proposed litigation ("Litigation Evaluation Meeting"); (ii) at least 10 days prior to the date scheduled for the Litigation Evaluation Meeting, issue a written report to all Co-owners outlining the Board's recommendation that a civil suit be filed, such report shall include a full disclosure of all attempts made by the Board to settle the controversy; (iii) present to the Co-owners, prior to or at the Litigation Evaluation Meeting, the Board of Director's written recommendation of the proposed attorney for the civil action. Such recommendation shall include, the name and affiliations of the attorney, the number of years the attorney has practiced law, the name and address of every condominium and homeowner association for which the attorney has filed a civil action together with the case number, county, and court in which each action was filed, the litigation attorney's proposed written fee agreement, the litigation attorneys total estimated cost of the civil action through a trial on the merits, including legal fees, court costs, expert witness fees and all other expenses expected to be incurred, the litigation attorney's written estimate of the amount the Association is likely to recover in the suit net of legal fees, court costs, expert witness fees, and all other expenses expected to be incurred in the litigation, the attorney's

billing and payment policies and the litigation attorney's commitment to provide written status reports of the litigation, settlement progress, and updated cost and recovery estimates no less than every 30 days; (iv) present to the Co-owners prior to or at the Litigation Evaluation Meeting the amount to be specially assessed against each Unit in the Condominium to fund the total estimated cost of the civil action through a trial on the merits in both total and on a monthly per Unit basis.

**(b) Co-owner Litigation Approval.** 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 proposed by the Board of Directors. The commencement of any civil action by the Association (other than a suit to enforce these Bylaws or collect delinquent assessments) must be approved by 66 2/3% in number and value of the Co-owners.

**(c) Litigation Assessment.** All fees estimated to be incurred in pursuit of any civil action subject to paragraph (a) above shall be paid only by special assessment of the Co-owners, which special assessment must be approved at the Litigation Evaluation Meeting. The total amount of the litigation special assessment shall be collected monthly over a period not to exceed twenty-four (24) months.

**(d) 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, the Board of Directors shall conduct its own investigation as to the qualification 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 or 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.

**(e) Litigation Reviews.** The Board of Directors shall meet monthly during the course of any civil action to discuss and review: (i) the status of the litigation; (ii) the status of settlement efforts, if any; and (iii) the attorney's written report.

**(f) Disclosure of Litigation Expenses.** The litigation expenses, including attorney's fees, court costs, expert witness fees and all other expenses of any civil action filed by the Association shall be fully disclosed to Co-owners in

the Association's annual budget. In addition, litigation expenses shall be made reasonably available for Co-owner review on written request of a Co-owner.

## **ARTICLE IV INSURANCE**

**Section 1. Extent of Coverage.** The Association shall, to the extent appropriate in light of the nature of the General Common Elements of the Project, carry extended coverage, vandalism and malicious mischief and liability insurance (in a minimum amount to be determined by the Developer or the Association in its discretion, but in no event less than \$1,000,000 per occurrence), officers' and directors' liability insurance, and workmen's compensation insurance, if applicable, and any other insurance the Association may deem applicable, desirable, or necessary, pertinent to the ownership, use, and maintenance of the General Common Elements and such insurance shall be carried and administered in accordance with the following provisions:

**(a) Responsibilities of Association.** All such insurance shall be purchased by the Association for the benefit of the Association, the Developer and the 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, upon request of a mortgagee.

**(b) Insurance of Common Elements.** All General Common Elements of the Condominium Project shall be insured against perils covered by a standard extended coverage endorsement, if applicable and appropriate, in an amount equal to the current insurable replacement value as determined annually by the Board of Directors of the Association. The Association shall not be responsible, in any way, for maintaining insurance with respect to Limited Common Elements.

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

**(d) Proceeds of Insurance Policies.** If applicable, proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association and the Co-owners and their mortgagees, as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring 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 institutional holders of first mortgages on Units in the Project have given their prior written approval.

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

and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the Common Elements appurtenant to the Condominium, with such insurer as may, from time to time, provide such insurance for the Condominium Project. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Co-owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Co-owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing. Unless the Association obtains coverage for the dwelling within the Unit pursuant to the provisions of Article IV, Section 3 below, the Association's authority shall not extend to insurance coverage on any dwelling or other improvement located within a Unit.

**Section 3. Responsibilities of Co-owners.** Each Co-owner shall be obligated and responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to the dwelling and all other improvements constructed or to be constructed within the perimeter of his or her Condominium Unit, and for his or her personal property located therein or thereon or elsewhere on the Condominium Project. There is no responsibility on the part of the Association to insure any of such improvements whatsoever. All such insurance shall be carried by each Co-owner in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. Each Co-owner shall deliver certificates of insurance to the Association from time to time to evidence the continued existence of all insurance required to be maintained by the Co-owner hereunder. In the event of the failure of a Co-owner to obtain such insurance or to provide evidence thereof to the Association, the Association may obtain such insurance on behalf of such Co-owner and the premiums therefor shall constitute a lien against the Co-owner's Unit which may be collected from the Co-owner in the same manner that Association assessments may be collected in accordance with Article II hereof. Each Co-owner also shall be obligated to obtain insurance coverage for his or her personal liability for occurrences within the perimeter of his or her Unit or the improvements located thereon (naming the Association and the Developer during the Development and Sales Period as insureds), and also for any other personal insurance coverage that the Co-owner wishes to carry. Such insurance shall be carried in such minimum amounts as may be specified by the Association and such coverage shall not be less than \$1,000,000 (and as specified by the Developer during the Development and Sales Period) and each Co-owner shall furnish evidence of such coverage to the Association or the Developer upon request. The Association shall under no circumstances have any obligation to obtain any of the insurance coverages described in this Section 3 or any liability to any person for failure to do so.

**Section 4. Waiver of Right of Subrogation.** The Association and all Co-owners shall use their best efforts to cause all property and liability insurance carried by the Association or any Co-owner to contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

**Section 5. Indemnification.** Each individual Co-owner shall indemnify and hold harmless every other Co-owner, the Developer and the Association for all damages and costs, including attorneys' fees, which such other Co-owners, the Developer, or the Association may suffer as a result of defending any claim arising out of an occurrence on or within such individual Co-owner's Unit and shall carry insurance to secure this indemnity if so required by the Association (or the Developer during the Development and Sales Period). This Section 5 shall not be construed to give any insurer any subrogation right or other right or claim against any individual Co-owner, however.

## **ARTICLE V RECONSTRUCTION OR REPAIR**

**Section 1. Responsibility for Reconstruction or Repair.** If any part of the Condominium Premises shall be damaged, the determination of whether or not it shall be reconstructed or repaired, and the responsibility therefor, shall be as follows:

**(a) General Common Elements.** If the damaged property is a General Common Element the damaged property shall be rebuilt or repaired unless all of the Co-owners and all of the institutional holders of first mortgages on any Unit in the Project unanimously agree to the contrary.

**(b) Unit or Improvements Thereon.** If the damaged property is a Unit, Limited Common Element or any improvements thereon, the Co-owner of such Unit alone shall determine whether to rebuild or repair the damaged property, subject to the rights of any mortgagee or other person or entity having an interest in such property, and such Co-owner shall be responsible for any reconstruction or repair that he or she elects to make. The Co-owner shall in any event remove all debris and restore his or her Unit, Limited Common Element and the improvements thereon to a clean and slightly condition satisfactory to the Association and in accordance with the provisions of Article V hereof as soon as reasonably possible following the occurrence of the damage.

**Section 2. Repair in Accordance with Master Deed, etc.** Any such reconstruction or repair of an improvement within the General Common Elements shall be substantially in accordance with the Master Deed and the original plans and specifications of the improvements unless the Co-owners shall unanimously decide otherwise.

**Section 3. Association Responsibility for Repair.** Immediately after the occurrence of 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 place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated cost 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 cost thereof are insufficient, assessment 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 provision shall not be construed to require replacement of mature trees and vegetation with equivalent trees or vegetation.

**Section 4. Timely Reconstruction and Repair.** If damage to the General Common Elements adversely affects the appearance of the Project, the Association shall proceed with replacement of the damaged property without delay.

**Section 5. Eminent Domain.** The following provisions shall control upon any taking by eminent domain:

**(a) Taking of Unit or Improvements Thereon.** In the event of any taking of all or any portion of a Unit, Limited Common Element or any improvements thereon by eminent domain, the award for such taking shall be paid to the Co-owner of such Unit and the mortgagee thereof, as their interests may appear, notwithstanding any provision of the Act to the contrary. If a Co-owner's entire Unit is taken by eminent domain, such Co-owner and his or her mortgagee shall, after acceptance of the condemnation award therefor, be divested of all interest in the Condominium Project.

**(b) Taking of General Common Elements.** If there is any taking of any portion of the General Common Elements, the condemnation proceeds relative to such taking shall be paid to the Co-owners and their mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than 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) Continuation of Condominium After Taking.** 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 100%. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner.

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

**(e) Applicability of the Act.** To the extent not inconsistent with the foregoing provisions, Section 133 of the Act shall control upon any taking by eminent domain.

**Section 6. Priority of Mortgagee Interests.** Nothing contained in the Condominium Documents shall be construed to give a Co-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 or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

## **ARTICLE VI USE AND OCCUPANCY RESTRICTIONS; ENFORCEMENT**

**Section 1. Establishment of Restrictions.** In order to provide for congenial occupancy of the Condominium, and for the protection of the value of the Units, the use of Condominium property shall be subject to the following limitations:

**(a) Use of Units.** No Condominium Unit shall be used for other than single-family residential purposes and the common elements shall be used only for purposes consistent with residential use. No building of any kind whatsoever shall be erected, re-erected, moved or maintained on any Unit except one single-family dwelling and appurtenant attached structures. An attached garage for the sole use of the occupants of the Unit upon which the garage is erected must also be erected and maintained.

**(b) Use of General Common Elements.** No member shall alter or change any of the General Common Elements from the way they were originally installed or constructed by the Developer without the express written approval of the Board of Directors. The Board of Directors, in its sole discretion, may disapprove any such request. Even after approval, a member shall be responsible for all damages to any other Units and the improvement thereon or to the Common Elements, resulting from any such alteration. If not appointed by the Developer, the Board of Directors after the Development and Sales Period may appoint an Architectural Review Committee and may delegate to it responsibility for establishing additional rules relating to the use and appearance of Units, the dwellings constructed thereon, and Common Elements, and the approval of the construction, maintenance, and repair thereof not herein provided.

**(c) Character and Size of Buildings.** No dwelling shall be permitted on any Unit unless, in the case of a one-story building or bi-level, the living area thereof shall be not less than One Thousand Five Hundred (1,500) square feet; in the case of a two-story building, the living area thereof shall not be less than One Thousand Six Hundred (1,600) square feet; and in the case of a quad-level or tri-level building, the living area thereof shall not be less than One Thousand Six Hundred (1,600) square feet. No building greater than two and one-half (2 ½) stories or thirty-five (35) feet shall be constructed (a walkout basement shall not be considered as a story). All computations of square footage for determination of the permissibility of erection of residences under this section shall be exclusive of basements, attics, garages, porches, or similar areas that are not normally classified as living areas. All plans are subject to be reviewed and approved in writing by the Architectural Review Committee.

**(d) Garages.** Each dwelling shall have a side entry or front entry garage, as provided for in the First Amendment to Planned Development District dated May 22, 2001 and a subsequent letter agreement dated October 18, 2001, as recorded in the Wayne county Register of Deeds. Garages shall be constructed principally of brick, brick veneer, stone, vinyl siding, and/or wood exterior materials that are approved by the Architectural Review Committee. No garage shall provide space for less than two (2) automobiles.

**(e) Minimum Yard Requirements.** Each Unit shall be subject to the following yard requirements as set forth hereafter: No building on any Unit shall be erected nearer than: (a) Twenty Five feet (25') from the front Unit line; nor (b) a minimum of Ten feet (10') from the side Unit line on homes with front entrance garages, for a combined side yard setback of Twenty feet (20') or a minimum of Five feet (5') from the Unit line on homes with side entrance garages, for a combined side yard setback of Thirty feet (30'); nor (c) Thirty Five feet (35') from the rear Unit line as provided for in the First Amendment to Planned Development District dated May 22, 2001 and a subsequent letter agreement dated October 18, 2001, as recorded in the Wayne county Register of Deeds. For the purposes of corner Units, each Unit line abutting a street shall be deemed a front Unit line. In the case of a building with a side facing or courted garage, a minimum side yard setback of five feet shall be maintained; and provided further: (a) that the combined side yards on such Unit shall total at least Thirty feet (30'); (b) the 5 foot side yard shall not abut a 5 foot side yard on any adjacent Unit; (c) the minimum distance between buildings with attached garages facing the rear side Unit line on adjacent Units shall not be less than Thirty feet (30'); and (d) the minimum distance between dwellings on adjacent Units shall not be less than Twenty feet (20'). Written approval of a variance by the Architectural Review Committee and the Municipality permitting front, rear or side yards smaller than the above minimums shall be deemed a valid waiver of this restriction.

**(f) Exterior Surface of Dwellings.** The visible exterior walls of all dwelling structures shall be made of wood, brick, brick veneer, cut stone, vinyl, or of any combination thereof. Fieldstone, ledge rock, or stucco may also be used, so long as any of these materials alone, or in combination, do not exceed fifty percent (50%) of the total of all visible exterior walls. The Architectural Review Committee may grant written approval of exceptions to this restriction as it deems suitable. The use of asphalt, cement block, cinder, slag, or plywood (unless finished in an approved imitation stucco or similar appearance), and/or imitation brick is prohibited. Windows and doors made of unpainted aluminum or non-factory painted aluminum are prohibited. Windows and doors shall not be included in calculating the total area of visible exterior walls.

**(g) Maintenance of Improvements.** Each Co-owner shall keep all improvements to the Unit in good condition and in good repair at all times. The exterior of all structures shall be maintained in good repair, structurally sound, and in a sanitary condition so as not to threaten the health, safety, or welfare of any occupant or to substantially detract from the appearance of the Project as a whole or any area of the Project.

**(h) No Use of Firearms or Dangerous Weapons.** No member shall use or discharge, or permit any occupant, agent, employee, invitee, guest, or member of his family to use or discharge, any firearms, rifles, shotguns, handguns, air rifles, pellet guns, BB guns, crossbows, archery equipment, or other similar dangerous weapons, projectiles, or devices which fires a projectile of any kind anywhere on or about the Condominium Premises.

**(i) Activities.** No immoral, improper, unlawful, or offensive activity shall be carried on in any Unit or upon the Limited or General Common Elements, nor shall anything be done which may be or become an annoyance or a nuisance to the members, nor shall any unreasonably noisy activity be carried on in any Unit or on the Common Elements. No member owning any Unit 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 insurance rate on the Condominium without the written approval of the Association. Each member who is the cause thereof shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition.

**(j) Aesthetics.** The General Common Elements shall not be used to store supplies, materials, personal property, trash, or refuse of any kind, except as designated by the Association. In general, no activity shall be carried on nor condition maintained by a member, either in his Unit or upon the Common Elements, which spoils the appearance of the Condominium.

**(k) Roads and Sidewalks.** Roads and sidewalks, if any, and in general, all of the General Common Elements, shall not be obstructed in any way nor shall they be used for purposes other than those for which they are reasonably and obviously intended. No bicycles, vehicles, chairs, or benches may be left unattended on or about the General Common Elements, without the prior written consent of the Board of Directors.

**(l) Balconies, Porches or Decks.** No unsightly condition shall be maintained upon any balcony, porch, or deck and only furniture and equipment consistent with ordinary yard, balcony, porch, or deck use 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 in such areas during seasons when they are not reasonably in use. All decks erected on a Unit shall be located at the rear or side of the Unit and shall be constructed with pressure treated wood or other similar materials, as approved by the Architectural Review Committee, for a minimum of the deck floor and railings.

**(m) Animals or Pets.** No farm animals, livestock, or wild animals may be kept, bred, or harbored at the Condominium for commercial purposes. Domestic animals commonly deemed to be household pets may be kept by a Co-owner and members of his household so long as such pets shall have such care so as not to be objectionable or offensive on account of noise, odor, or unsanitary conditions. Any domestic animal kept by a Co-owner and members of his household shall be kept either on a leash or in a run or pen. No runs or pens shall be permitted to be erected or maintained unless located within the rear

yard adjacent to a wall or the main dwelling or garage and facing the rear or the interior of the Unit, nor shall such runs or pens extend beyond the end of the dwelling or garage into the side yard. Prior to installing any run or pen, the Co-owner must obtain the Association's written approval of the proposed location and size of the run or pen, and the materials to be used in the construction of the run or pen. No animal or pet shall be permitted to run loose upon the Common Elements, Limited or General. The Association may charge all Co-Owners maintaining a pet a reasonable additional assessment to be collected in the manner provided in these Bylaws if the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association may, 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. 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 pets as it may deem proper. Any person who causes an animal to be brought or kept in the Condominium shall indemnify and hold harmless the Association from any damage, loss, or liability which might accrue to the Association as a result of the presence of such animal in the Condominium.

**(n) Septic Tanks and Wells.** No septic tank systems shall be dug, installed, constructed, or maintained on any Unit. No wells shall be drilled, dug, installed, constructed, or maintained on any Unit except with the written permission of the Architectural Review Committee.

**(o) Sight Distance.** No monuments, landscaping or other items of any kind which obstruct sight lines at elevations above two (2') feet and six (6') feet from the roadway shall be placed or permitted to remain on any corner Unit within the triangular area formed by the Unit lines and a line connecting them at points twenty-five (25') feet from the intersection of the Unit lines, or in the case of a rounded property corner, from the intersection of the Unit lines as though extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of the sight lines.

**(p) Temporary Structures; Play Structures; Basketball Hoops.** Trailers, shed, shacks, barns, or any temporary buildings of any description whatsoever are expressly prohibited and no temporary occupancy shall be permitted in unfinished buildings. Tents for entertainment or recreational purposes are permitted for periods not to exceed forty-eight (48) hours. The Developer and any Builders or their subcontractors and/or independent contractors contracting with a Co-owner, may erect temporary storage buildings for materials and supplies to be used in the construction of houses during the Development and Sales Period.

Children's play structures and equipment are permitted, provided that:  
 (a) prior to erecting any children's play structure or equipment, the Co-owner shall obtain written approve of the Architectural Review Committee or

Association, of the size, height, location, color and materials to be used in the play structure or equipment, (b) the structure or equipment shall be located in the rear yard, with due consideration given to the impact of the structure or equipment upon the views from neighboring yards, and the noise that may be transmitted to neighboring yards, and (c) dangerous structures and equipment shall not be permitted. Approval of any play structure or equipment shall not be deemed as an endorsement by the Architectural Review Committee, the Association, or the Developer as to the safety or design of the structure or equipment, and the Architectural Review Committee, the Association, and the Developer shall have no liability for any accident, damage, or loss to person or property that may happen upon or around the structure or equipment.

A basketball hoop may be installed on a pole adjacent to the driveway on any Unit. Backboards shall be made of fiberglass or plexiglass, and the pole shall be made of a non-rusting material. Basketball hoops and backboards shall not be attached to any house or garage.

**(q) Trash and Garbage.** No Co-owner shall throw or allow to accumulate on his or any other Unit or the Common Elements, trash, refuse, or rubbish of any kind. No Co-owner shall dump or otherwise dispose of chemicals, motor oil, paint, gasoline, or petroleum distillates in, over, or within the Project or the sanitary or storm sewer drains serving the Project. No Unit shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and the same shall not be kept except in sanitary containers properly concealed from public view. Garbage containers shall not be left at the roadside for more than twenty-four (24) hours in any one week. If the Municipality does not provide municipal garbage collection, the Association may contract with one commercial collection service to provide service to all Units and require each Co-owner to utilize the service of that contractor at the Co-owner's expense.

**(r) Trailers, Boats, Recreation and Commercial Vehicles.** No house trailers, commercial vehicles, boat trailers, boats, camping, recreational vehicles, camping trailers, horse trailers, or other utility trailers or vehicles may be parked on or stored on any Unit, unless stored fully enclosed within an attached garage. Commercial vehicles and trucks shall not be parked in the Project except while making normal deliveries or pickups in the normal course of business. However, a construction trailer may be maintained by each Builder or independent contractor contracting with a Co-owner during the Development and Sales Period when new houses are under construction in the Project.

**(s) Laundry.** There shall not be any drying, shaking or airing of clothing or other fabrics, nor shall laundry be hung for drying outside the dwelling or on any Unit.

**(t) Grade.** The grade and topography of any Unit in the Project may not be changed after original construction without the written consent of the Municipality and the Architectural Review Committee.

**(u) Swimming Pools.** No above-ground swimming pools may be build on any Unit. All in-ground swimming pools: (a) conform to all ordinances and requirements of the Municipality, (b) be located only in read yards, (c) be located not closer than 20 feet to the rear of the house, (d) be protected by a decorative screening fence, and (e) be constructed pursuant to a plan first approved in writing by the Architectural Review Committee as to size, location, materials and other aesthetic qualities. No hot-tub or spa shall be installed on or built on a Unit that is visible from the street or sidewalk in front of the residential structure.

**(v) Antennas, Cable Television Dish.** No radio, television or other communication antennas or satellite dish of any type shall be installed on or outside of any structure located upon a Unit that is visible from the street or sidewalk in front of the residential structure. No antennas or satellite dish in excess of 24" in diameter shall be placed on any Unit. This section is intended to comply with the rules governing antennas adopted by the FCC effective October 14, 1996, and FCC Orders released September 25, 1998 and November 20, 1998, and is subject to review and revision to conform to any changes in the content of the FCC rules or the Telecommunications Act of 1996, as amended.

**(w) Exterior Lighting.** No exterior lighting shall be installed so as to disturb the occupants of neighboring Units or impair the vision of traffic on any street.

**(x) Utility Lines.** All utility lines, including electric, gas, telephone, and cable television, must be installed underground.

**(y) Statuary; Flag Poles.** No lawn ornaments, statues, outdoor art or flag poles shall be placed on any Unit without the prior written approval of the Architectural Review Committee, which approval may be withheld in its sole discretion for purely aesthetic reasons.

**(z) Remodeling and Alteration of Structures.** No exterior alterations or changes may be made to the exterior of any structure erected on any Unit until the plans and specifications showing the nature, kind, shape, height, color, materials, and location of the proposed modifications have been submitted to and approved in writing by the Architectural Review Committee.

**(aa) Fences and Walls.** No fence, wall, or similar structure may be erected, grown or maintained on any Unit, except for (a) temporary construction fences, (b) temporary fences that may be installed at model homes for marketing or merchandising purposes by the Developer or builder, (c) fences installed around swimming pools by Unit owners as required by the Municipality and as approved by the Architectural Review Committee, and (d) retaining walls that are necessary to hold landscape grades in place. Co-owners may install invisible/underground fencing for the containment of pets.

**(bb) Signs.** No sign or billboard of any kind shall be placed, erected, or maintained on any Unit, or structure on any Unit, or placed in a window of a structure visible from any street excepting that the provisions of this paragraph

shall not apply to such signs as may be for purposes of resale by any Co-owner. Signs for purposes of resale of a Unit shall be limited to one sign per Unit not exceeding four square feet and shall be subject to review and approval of the Association and the Developer (so long as the Developer shall hold title to any Unit). The provisions of this paragraph shall not apply to signs installed or erected on any Unit by the Developer or any Builder (provided, however that such signs must be approved by the Developer during the Development and Sales Period) during such periods as any Units shall be "for sale" or used as a model or for display purposes by the Developer.

**(cc) Driveways.** All driveways, aprons, and parking areas must be paved with concrete, asphalt or brick pavers, or other composite-material pavers, subject to the specifications of the Municipality for the portions within the road right-of-way. Alternative materials may be used with the prior written approval of the Architectural Review Committee in its exclusive discretion. The driveways must be completed within nine (9) months of occupancy.

**(dd) Sidewalks.** Each Co-owner (or their builder) shall install a sidewalk in the road right-of-way adjacent to his Unit and shall maintain, repair, and replace such sidewalk in accordance with the requirements of the Municipality and the Architectural Review Committee. Each Co-owner shall keep the sidewalk reasonably free of ice, snow, and debris.

**(ee) Destruction of Building by Fire, etc.** Any debris resulting from the destruction in whole or in part of any dwelling or building on any Unit shall be removed as soon as possible from such Unit in order to prevent an unsightly or unsafe condition.

**(ff) Landscaping.** Any Co-owner taking occupancy of a newly constructed Unit between September 1 and May 1 shall have the landscaping improvements, including, but not limited to, trees, plantings, shrubs and lawns, installed by the next July 31. Any Co-owner taking occupancy of a newly constructed Unit between May 1 and August 31 shall have the landscaping improvements as described above installed by November 30 of that at year. The Unit and the right-of-way contiguous to each Unit shall be kept free of weeds by the Co-owner, and all such landscaping and lawns shall be well-maintained at all times.

**(gg) Tree Maintenance and Removal.** No living tree of a height of twenty (20') feet or more or more than six (6") inches in diameter at four (4') feet above the ground shall be removed without the approval of the Association, except for trees which are less than twenty (20') feet from any part of the Unit (including decks and patios) or which are in the location of proposed driveways. The Co-owner shall treat or remove any diseased or blighted tree forthwith. Other than as permitted above, no person shall do any act, the result of which could reasonably be expected to cause damage to or destruction to any tree. In addition to these requirements, the Co-owner shall comply with the Woodland ordinance adopted by the Municipality, as amended from time to time. The



provisions of this paragraph shall not apply to the Developer or any of its agents during the Development and Sales Period.

**(hh) Street Trees.** Each Co-owner shall be responsible for the planting of all street trees in accordance with standards and specifications adopted by the Township of Canton pursuant to the Township of Canton Subdivision Regulations Ordinance No. 126, as amended from time to time. All street trees must meet the definition of shade tree as specified in the Ordinance. Street trees shall be planted between the curb and sidewalk. Units with street frontage of less than eighty (80) feet must have a minimum of two (2) trees. Units with street frontage of eighty (80) to one hundred (100) feet must have a minimum of three (3) trees per Unit. Lots greater than one hundred (100) feet in width must have one (1) tree planted for every forty (40) feet of frontage or fraction thereof. On corner lots, one (1) tree must be planted for every forty (40) feet of frontage or fraction thereof, along both the front and side street lines. Minimum tree size must be at least three (3") inches in diameter as measured twelve (12") inches above the ground. A Schedule of Required Street Trees is attached hereto as Exhibit "A-1", which identifies the number of street trees required to be planted for each Unit in the Project. Once planted, street trees shall be maintained by the Co-owner of the Unit.

**(ii) Tree Planting Obligation of Each Co-owner.** In addition to the Require Street Tree obligation contained in section (hh) above, each Co-owner shall plant trees on his respective Unit in locations approved by the Developer in accordance with the requirements set forth in the Tree Planting Schedule, which is attached hereto as Exhibit "A-2". The trees, which each Co-owner shall plant on his Unit, shall be of the size and type described in the Tree Planting Schedule attached hereto as Exhibit "A-2". To ensure that each Co-owner will perform his/her obligation to install the trees stipulated in Exhibit "A-1" and "A-2", to landscape their Unit in accordance with Paragraph (ff) Landscaping above, each Co-owner shall pay the Developer a deposit in the amount of Two Thousand Five Hundred and 00/100 (\$2,500.00) Dollars (the "Deposit") at the time of Unit at closing. Once a Co-owner has planted on his/her Unit all of the trees stipulated in Exhibit "A-1" and "A-2" for that Unit, and completed the landscaping as required in Paragraph (ff) above, and has received written approval of the Township of Canton, the Developer shall return the Deposit to the Co-owner. If the Co-owner fails to plant all of the trees described in the Schedule of Required Street Trees for his/her Unit, the Developer may plant the trees not planted by the Co-owner, pay itself the cost of planting those trees from the Co-owner's Deposit and collect from the Co-owner any additional costs incurred by the Developer that exceed the Deposit. Once planted, trees shall be maintained by the Co-owner of the Unit on which the trees were planted. If a tree dies, the Co-owner of the Unit on which the tree was planted shall replace that dead tree with a tree of like species and size.

**(jj) Mailboxes.** Uniform mailboxes shall be installed for each Unit in the Project, in accordance with the approved mailbox plan from the Canton Post Office. Mailboxes shall be uniform throughout the Project. The uniform mailbox shall be installed by the Developer, Builder or the Association (as they may

agree), at the cost of each individual Unit owner. Each Co-owner shall pay the expense of the mailbox and its installation in an amount established by the Developer or the Association at the time of closing. A Co-owner may not install or maintain a separate receptacle for newspapers, magazines, or other similar materials. The Association shall be responsible for the maintenance and replacement cost of mailboxes. Co-owners may install or have installed a temporary mailbox at a location determined by the Developer, which mailbox shall be removed when the permanent mailbox is installed and service/delivery by the Canton Post Office Service commences.

**(kk) Outside Burning.** There shall be no exterior fires, except barbecues. No Co-owner shall permit any condition upon a Unit that creates a fire hazard or is in violation of fire prevention regulations.

**(ll) Wetlands.** No wetlands area shall be modified in any manner by any Co-owner, person, or entity other than Developer or its authorized representative unless a permit for such modification has been issued by all governmental units or agencies having jurisdiction over such wetlands within the Project. The Co-owner of any Unit shall not permit any soil or other material to be deposited in or allowed to enter by neglect, lack of maintenance or willful intent any wetlands or surface water. All excess soil material shall be placed on upland (non-wetland, non-floodplain) site and sodded, mulched, or seeded to prevent erosion into surface waters or wetlands. Further, no Co-owner shall permit the construction of any temporary or permanent structures within the wetland areas.

**(mm) Unit Leasing and Rental.** A Co-owner may lease his Unit for the same purposes set forth in this Article provided that written disclosure of such lease transaction is submitted to the Association in the manner specified in subsection "1." below, and provided that written approval (which approval shall not be unreasonably withheld) of such transaction is obtained from the Association. No Co-owner shall lease less than an entire Unit in the Condominium and no tenant shall be permitted to occupy except under a lease the initial term of which is at least twelve months unless specifically approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer may lease any number of Units in the Condominium in its discretion.

**1. Leasing Procedures.** The leasing of Units in the Project shall conform to the following provisions:

(i) A Co-owner, not including the Developer, desiring to rent or lease a Unit, shall disclose that fact in writing to the Association at least ten days before presenting a lease form to a potential lessee and, at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents.

(ii) Tenants and non-owner occupants shall comply with all of the conditions of the Condominium Documents and all leases and rental agreements shall so state.

(iii) If the Association determines that the tenant or non-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

(a) The Association shall notify the Co-owner by certified mail advising of the alleged violation by the tenant.

(b) The Co-owner shall have 15 days after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.

(c) If after 15 days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or non-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or non-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this subparagraph may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages to the Common Elements caused by the Co-owner or tenant in connection with the Unit or Condominium Project.

(iv) When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not constitute a breach of the rental agreement or lease by the tenant. If the tenant, after being notified, fails or refuses to remit rent otherwise due the Co-owner to the Association, then the Association may do the following: (a) issue a statutory notice to quit for non-payment of rent to the tenant and the Association shall have the right to enforce the notice by summary proceeding; (b) initiate proceedings on the Association's behalf or derivatively by the Co-owners on behalf of the Association, an action for both eviction against the tenant or non-Co-owner and, simultaneously, an

action for money damages against the Co-owner and tenant or non-Co-owner occupant for breach of the conditions of the Condominium Documents.

**(nn) Rules and Regulations.** Reasonable regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association, including the Board of Directors appointed by the Incorporator and its successors. Copies of all such regulations and amendments thereto shall be furnished to all members and shall become effective ten (10) days after mailing or delivery thereof to the designated voting representative of each member. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty percent (50%) of all members at any duly convened meeting of the Association, except that the members may not revoke any regulation or amendment prior to the First Annual Meeting of the Association.

**(oo) Application of Restrictions to Developer.** None of the restrictions contained in this Article shall apply to any of the activities of the Developer during the Development and Sales Period, or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation and Bylaws as the same may be amended from time to time. Until all units have been sold by Developer, Developer shall have the right to maintain a sales office, a business office, 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 project by Developer.

**(pp) Sales – Business Office.** Notwithstanding anything to the contrary elsewhere herein contained, Developer shall have the right to maintain a sales office, a business office, a construction office, model units, storage areas, and reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to facilitate the development and sale of the entire Project. During the Development and Sales Period the Developer shall be responsible for all costs related to sales and business offices as provided under this section including all costs related to Units and Common Elements used by the Developer in furtherance of the development and sale of the Project. Developer may assign these rights to any Builder(s) or other legal entity during the Development and Sales Period. Developer shall restore the areas so utilized under this section, whether used by the Developer or by its assignee(s), to habitable status upon termination of use, or such costs required to restore same shall be chargeable to the Developer by the Association.

## **Section 2. Non-Co-Owner Compliance.**

(a) All non-co-owner occupants of or visitors to any unit shall comply with all of the terms and conditions of the Condominium Documents and the provisions of the Act.

(b) If the Association determines that a non-co-owner occupant or visitor has failed to comply with the conditions of the Condominium Documents, or the provisions of the Act, the Association shall take the following action: (i) the Association shall advise the appropriate member by certified mail of the alleged violation by a person occupying or visiting his unit, (ii) the member shall have fifteen (15) days after receipt of the notice to investigate and correct the alleged breach or advise the Association that a violation has not occurred, (iii) if after fifteen (15) days the Association believes that the alleged breach has not been cured or may be repeated, it may institute on its behalf, or derivatively by the members on behalf of the Association if it is under the control of the Developer, an action for eviction against the non-co-owner occupant or visitor and, simultaneously, for money damages against the member and non-co-owner occupant or visitor for breach of the conditions of the Condominium Documents or of the Act. The relief set forth in this Section may be by any appropriate proceeding. The Association may hold both the non-co-owner occupant or visitor and the member liable for any damages caused to the Condominium. If the violation is determined to be of an emergency nature, the Association may apply to the appropriate court for, and obtain injunctive relief, in addition to all other remedies including money damages as above.

**Section 3. Co-owner Maintenance.** Each Co-owner shall maintain his or her Unit, the dwelling constructed thereon, and any Limited Common Elements appurtenant thereto for which he or she has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other Common Elements which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him or her, or his or her family, guests, contractors, agents or invitees, unless such damages or costs are covered by insurance carried by the Association (in which case there shall be no such responsibility, unless reimbursement to the Association is limited by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount). Each individual Co-owner shall indemnify the Association and all other Co-owners against such damages and costs, including attorneys' fees, and all such costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

**Section 4. Enforcement.** Failure to comply with any of the terms of the Act, the Master Deed, these Bylaws, the Articles of Incorporation, or Rules and Regulations of the Association, shall be grounds for relief, which may include, without limitation, an action to recover sums due for such damages, injunctive relief, and any other remedy that may be appropriate to the nature of the breach. The failure of the Association to enforce any right, provision, covenant or condition which may be granted by the Act, the Master Deed, these Bylaws, the Articles of Incorporation, or Rules and Regulations of the Association, shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant or condition in the future. The Developer shall have the right to enforce these Bylaws throughout the Development and Sales Period which right

of enforcement shall include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws.

**Section 5. Waiver.** During the Development and Sales Period, the Developer, and thereafter the Association, may waive the restrictions contained herein if it reasonably determines that the harmony and appearance of the community will not be adversely affected thereby.

## **ARTICLE VII ARCHITECTURAL REVIEW COMMITTEE**

**Section 1. Architectural Review Committee.** No building, wall, deck, swimming pool, hot tub, outbuilding, drainage structure or other structure, or exterior improvement shall be commenced, erected, or maintained on any Unit, nor shall any exterior addition to or change or alteration therein or change in the exterior appearance thereof be made until the plans and specifications showing the kind, size, shape, height, colors, materials, topography, and location of the same on the Unit shall have been submitted to and approved in writing by an Architectural Review Committee (the "Architectural Review Committee" or "Committee"). The Committee shall be composed of three (3) persons appointed by the Developer during the Development and Sales Period and thereafter appointed by the Association. The Committee members are not required to be Members of the Association, and may be employees, officers, directors, agents, or affiliates of the Developer. Each member of the Committee shall serve until he resigns or is replaced by a subsequent appointee. The Developer may delegate or assign its power of appointment of committee members to its successors, assigns, or the Association. Neither the Developer nor the Committee shall have any liability whatsoever for the approval or disapproval of any plans or specifications.

**Section 2. Preliminary Plans.** Preliminary plans describing the improvements proposed to be made may be submitted to the Architectural Review Committee for preliminary consideration and approval prior to the preparation and submission of the plans and specifications described in Section 3 below.

**Section 3. Plans and Specifications.** Plans and specifications for final consideration for approval by the Architectural Review Committee shall include the following:

- a. Complete plans and specifications sufficient to secure a building permit in the Municipality including a dimensioned plot plan showing the Unit and placement of all improvements;
- b. Front elevation, side elevations and rear elevation of the building, plus elevations of any walls and fences;
- c. A perspective drawing, if deemed necessary by the Committee, to interpret adequately the exterior design;
- d. Data as to size, materials, colors and texture of all exteriors, including roof coverings and any fences and walls;

- e. One set of blueprints to be left with the Committee until construction is completed;
- f. Any other data, drawings, or materials which the Committee requests in order to fulfill its function.

**Section 4. Compliance with Building and Use Restrictions.** No approval by the Architectural Review Committee shall be valid if the structure or improvement violates any of the restrictions set forth in Article VI of these Bylaws, except in cases where waivers have been granted.

**Section 5. Disapproval of Plans or Improvements.** The Architectural Review Committee may disapprove plans because of noncompliance with any of the restrictions set forth in Article VI of the Bylaws, or because the Committee is not satisfied with the grading and drainage plan, the location of the structure on the Unit, the materials used, the color scheme, the finish, design, proportion, shape, height, style or appropriateness of the proposed improvement or alteration or because of any matter or thing, which, in the judgment of the Committee, would render the proposed improvement or alteration inharmonious with, or out of keeping with, the objectives of the Committee, the Condominium or with improvements erected or to be erected on other Units in the Project, including purely aesthetic considerations. The Committee shall not be liable for the approval or disapproval of any plan.

**Section 6. Approval Time Schedule.** If the Architectural Review Committee fails to approve or disapprove plans within thirty (30) days after the proper and complete submission of plans and specifications, then such approval will not be required, but all other limitations, conditions and restrictions set forth in the Bylaws shall apply and remain in force as to such plans, specifications, and improvements.

**Section 7. Committee Approval.** Architectural Review Committee approval shall be deemed given if either (a) the plans and specifications submitted for approval are marked or stamped as having been finally approved by the Committee, or (b) an approval form specifying the plans and specifications submitted for approval is dated and signed by one (1) member of the Committee who was validly serving on the Committee on the date of such approval.

**Section 8. Guidelines.** The Architectural Review Committee may, but shall not be required to, adopt guidelines for its approval process. The guidelines, if adopted, may include discussion of aesthetic standards to be utilized by the Committee in approving plans and specifications, preferred materials, preferred styles or residences, and other matters which will assist Co-owners seeking Committee approval. The guidelines, if adopted, will be intended solely for the purposes of illustrating and explaining current Committee standards. The guidelines shall not be construed to create any obligation on the part of the Committee to approve or reject any specific plan or specification or to otherwise modify or diminish the discretion of the committee under this Article.

**Section 9. Review Fee.** The Architectural Review Committee shall charge a review fee of Three Hundred and 00/100 (\$300.00) Dollars to any Builder or Co-owner for the purposes of reviewing plans for the construction of a residence. The fee may not

be utilized for the purposes of paying salaries to any members of the Committee but shall be utilized exclusively for the purposes of reimbursing actual expenses of the Committee, including, but not limited to, professional review fees of independent consultants. The amount of the review fee may be adjusted from time to time by the Architectural Review Committee as it deems such adjustment appropriate.

## **ARTICLE VIII MORTGAGES**

**Section 1. Notice to Association.** Any Co-owner who mortgages his or her Unit shall notify the Association of the name and address of the mortgagee at closing and shall further notify the Association of any subsequent mortgagee acquiring an interest in the Co-owner's Unit. 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 60 days. If a Co-owner fails to provide the information required in this section the Association may charge the Co-owner for any costs it incurs in collecting the information for its records and the costs incurred may be collected from the Owner in the same manner as assessments are collected under these Bylaws.

**Section 2. Insurance.** The Association shall, if requested, notify each mortgagee appearing in said book of the name of each company insuring the Condominium with extended coverage, and against vandalism and malicious mischief and the amounts of such coverage.

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

## **ARTICLE IX VOTING**

**Section 1. Vote.** Except as limited in these Bylaws, each Co-owner shall be entitled to one vote for each Condominium Unit owned.

**Section 2. Eligibility to Vote.** No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he or she has presented evidence of ownership of a Unit in the Condominium Project to the Association. Except as provided in Article XII, Section 2 of these Bylaws, no Co-owner, other than the Developer, shall be entitled to vote prior to the date of the First Annual Meeting of members held in accordance with Section 2 of Article X. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 3 of this Article IX 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. At and after the First Annual Meeting the Developer shall be entitled to one vote for each Unit which it owns. If, however, the Developer elects to designate a Director (or Directors) pursuant to its rights under Article XII; it shall not then be entitled to also vote for the non-developer Directors.

**Section 3. Designation of Voting Representative.** Each Co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Co-owner, and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Co-owner. Such notice shall be signed and dated by the Co-owner. The Co-owner may change the individual representative designated at any time by filing a new notice in the manner herein provided.

**Section 4. Quorum.** The presence in person or by proxy of 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 by the Condominium Documents to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

**Section 5. Voting.** Votes may be cast only in person or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

**Section 6. Majority.** A majority, except where otherwise provided herein, shall consist of more than 50% of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the majority defined in the preceding portions of this Section 6.

## **ARTICLE X MEETINGS**

**Section 1. Place of Meeting.** Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Co-owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Sturgis' Code of Parliamentary Procedure, Roberts Rules of Order, or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Condominium Documents (as defined in the Master Deed) or the laws of the State of Michigan.

**Section 2. First Annual Meeting.** The First Annual Meeting of members of the Association may be convened only by the Developer and may be called at any time after more than 50% of the Units 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 75% of all Units 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. 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 date, time, and place of such meeting shall be set by the Board of Directors, and at least 10 days' written notice thereof shall be given to each Co-owner.

**Section 3. Annual Meetings.** Annual meetings of members of the Association shall be held on the first Tuesday of April each succeeding year after the year in which the First Annual Meeting is held, at such time and place as shall be determined by the Board of Directors; provided, however, that the second annual meeting shall not be held sooner than 8 months after the date of the First Annual Meeting. At such meetings there shall be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article XII of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

**Section 4. Special Meetings.** It shall be the duty of the President to call a special meeting of the Co-owners as directed by resolution of the Board of Directors or upon a petition signed by 1/3 of the Co-owners presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

**Section 5. Notice of Meetings.** It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each Co-owner of record, at least 10 days but not more than 60 days prior to such meeting and not more than 30 days for each special meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association by Article VIII, Section 3 of these Bylaws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, shall be deemed due notice.

**Section 6. Adjournment.** If any meeting of Co-owners cannot be held because a quorum is not in attendance, the Co-owners who are present may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

**Section 7. Order of Business.** The order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspectors of election (at annual meetings or special meetings held for the purpose of

electing Directors or officers); (g) election of Directors (at annual meeting or special meetings held for such purpose); (h) unfinished business; and (i) new business. The most senior officer of the Association present at such meeting shall chair meetings of members. For purposes of this Section, the order of seniority of officers shall be President, Vice President, Secretary and Treasurer.

**Section 8. Action Without Meeting.** Any action that may be taken at a meeting of the members (except for the election or removal of Directors) may be taken without a meeting by written ballot of the members. Ballots shall be solicited in the same manner as provided in Section 5 for the giving of notice of meetings of members. Such solicitations shall specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt, within the time period specified in the solicitation, of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

**Section 9. Consent of Absentees.** The transactions at any meeting of members, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy; and if, either before or after the meeting, each of the members not present in person or by proxy signs a written waiver of notice or a consent to the holding of such meeting or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

**Section 10. Minutes: Presumption of Notice.** Minutes or a similar record of the proceedings of meetings of members, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

## **ARTICLE XI ADVISORY COMMITTEE**

Within one 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 Units, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least three non-developer Co-owners. The Committee shall be established and perpetuated in any manner the Developer deems advisable. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the other Co-owners and to aid in the transition of control of the Association from the Developer to purchaser

Co-owners. The Advisory Committee shall cease to exist automatically when the non-developer Co-owners have the voting strength to elect a majority of the Board of Directors of the Association. 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.

## **ARTICLE XII BOARD OF DIRECTORS**

**Section 1. Number and Qualification of Directors.** The board of directors shall initially be comprised of three members and shall continue to be so comprised until enlarged to five members in accordance with the provisions of Section 2 hereof. Thereafter, the affairs of the Association shall be governed by a board of five directors, all of whom must be members of the Association or officers, partners, trustees, employees or agents of members of the Association, except for the first board of directors. Directors shall serve without compensation.

### **Section 2. Election of Directors.**

**(a) First Board of Directors.** The first board of directors, or its successors as selected by the Developer, shall manage the affairs of the Association until the appointment of the first non-developer director to the board. Immediately prior to the appointment of the first non-developer Co-owners to the board, the board shall be increased in size from three persons to five persons. Thereafter, elections for non-developer Co-owner directors shall be held as provided in subsections (b) and (c) below.

**(b) Appointment of Non-developer Co-owners to Board Prior to First Annual Meeting.** Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 25% of the Units that may be created, one of the directors shall be selected by non-developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 50% of the Units that may be created, two of the directors shall be elected by non-developer Co-owners. When the required percentage of conveyances have been reached, the Developer shall notify the non-developer Co-owners and convene a meeting so that the Co-owners can 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 Section 7 of this Article or he resigns or becomes incapacitated.

### **(c) Election of Directors at and After First Annual Meeting.**

(i) Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 75% of the Units that may be created, 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 director as long as the Units that remain to be created and conveyed equal at least 10% of all Units that may be created in the Project. Such Developer designee, if any, shall be one of the total number of directors referred to in Section 1 above and shall serve a one-year term pursuant to subsection (iv) below. Whenever the 75% conveyance level is achieved, a meeting of Co-owners shall be promptly convened to effectuate this provision, even if the First Annual Meeting has already occurred.

(ii) Regardless of the percentage of Units which have been conveyed, upon the expiration of 54 months 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 have the right to elect a number of members of the board of directors equal to the percentage of Units they own, and the Developer has the right to elect a number of members of the board of directors equal to the percentage of Units which are owned by the Developer and for which maintenance expenses are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subsection (i). Application of this subsection does not require a change in the size of the board of directors.

(iii) 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 subsection (ii), 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 subsection (b) results in a right of non-developer Co-owners to elect a fractional number of members of the board of directors, 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 of directors 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 of directors. Application of this subsection shall not eliminate the right of the Developer to designate one director as provided in subsection (i).

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

(v) Once the Co-owners have acquired the right hereunder to elect a majority of the board of directors, annual meetings of Co-owners to elect directors and conduct other business shall be held in accordance with the provisions of Article X, Section 3 hereof.

**Section 3. Powers and Duties.** The board of directors shall have the 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. Any action required by the Condominium Documents to be done by the Association shall be performed by action of the board of directors unless specifically required to be done by, or with the approval of, the Co-owners.

**Section 4. Other Duties.** In addition to the foregoing duties imposed by these Bylaws or any further duties which may be imposed by resolution of the members of the Association, the board of directors shall be responsible specifically for the following:

(a) To manage and administer the affairs of and to maintain the Condominium Project and the Common Elements thereof.

(b) To levy and collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.

(c) To carry insurance and collect and allocate the proceeds thereof.

(d) To rebuild improvements after casualty.

(e) To contract for and employ persons, firms, corporations, or other agents to assist in the management, operation, maintenance, and administration of the Condominium Project.

(f) To acquire, maintain and improve; and to buy, operate manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.

(g) To borrow money and issue evidences of indebtedness in furtherance of any or 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 75% of all of the members of the Association.

(h) To make rules and regulations in accordance with Article VI, Section 1 of these Bylaws.

(i) 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 the Condominium Documents required to be performed by the Board.

(j) To enforce the provisions of the Condominium Documents.

(k) To collect from each Co-owner the annual assessment levied against him by the Association and to pay over all such assessments to said Community Association.

**Section 5. Management Agent.** The Association may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the board to perform such duties and services as the board shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article, and the board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the board of directors or the members of the Association. In no event shall the board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than three years, which is not terminable by the Association upon 90-day written notice thereof to the other party, or which provides for a termination fee and no such contract shall violate the provisions of Section 55 of the Act.

**Section 6. Vacancies.** Vacancies in the board of directors which occur after the Transitional Control Date caused by any reason other than the removal of a director by a vote of the members of the Association shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum, except that the Developer shall be solely entitled to fill the vacancy of any director whom it is permitted in the first instance to designate. Each person so elected shall be a director until a successor is elected at the next annual meeting of the members of the Association. Vacancies among non-developer Co-owner elected directors which occur prior to the Transitional Control Date may be filled only through election by non-developer Co-owners and shall be filled in the manner specified in Section 2(b) of this Article.

**Section 7. Removal.** At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the directors may be removed with or without cause by the affirmative vote of more than 50% of all of the Co-owners and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy shall be the normal 35% requirement set forth in Article IX, Section 4. Any director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the directors selected by it at any time or from time to time in its sole discretion. Likewise, any director selected by the non-developer Co-owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner set forth in this paragraph for removal of directors generally.

**Section 8. First Meeting.** The first meeting of a newly elected board of directors shall be held within ten days of election at such place as shall be fixed by the directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing a majority of the whole board shall be present.

**Section 9. Regular Meetings.** Regular meetings of the board of directors may be held at such times and places as shall be determined from time to time by a majority of the directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the board of directors shall be given to each director personally, by mail, telephone, or telegraph, at least ten days prior to the date named for such meeting.

**Section 10. Special Meetings.** Special meetings of the board of directors may be called by the president on three-day notice to each director given personally, by mail, telephone, or telegraph, which notice shall state the time, place, and purpose of the meeting. Special meetings of the board of directors shall be called by the president or secretary in like manner and on like notice on the written request of two directors.

**Section 11. Waiver of Notice.** Before or at any meeting of the board of directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the board shall be deemed a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the board, no notice shall be required and any business may be transacted at such meeting.

**Section 12. Quorum.** At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the board of directors. If, at any meeting of the board of directors, less than a quorum is present, the majority of those present may adjourn the meeting to a subsequent time upon 24-hour prior written notice delivered to all directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such director for purposes of determining a quorum.

**Section 13. First Board of Directors.** The actions of the first board of directors of the Association or any successors thereto selected or elected before the Transitional Control Date shall be binding upon the Association so long as such actions are within the scope of the powers and duties which may be exercised generally by the board of directors as provided in the Condominium Documents.

**Section 14. Fidelity Bonds.** The Association shall require that all office employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.



## ARTICLE XIII OFFICERS

**Section 1. Officers.** The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Vice President, a Secretary and a Treasurer. The Directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary. One person may hold any two offices except that of President and Vice President.

**(a) President.** The President shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Association and of the Board of Directors. He or she shall have all of the general powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint committees from among the members of the Association from time to time as he or she may in his or her discretion deem appropriate to assist in the conduct of the affairs of the Association.

**(b) Vice President.** The Vice President shall take the place of the President and perform his or her duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him or her by the Board of Directors.

**(c) Secretary.** The Secretary shall keep minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he or she shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; and he or she shall, in general, perform all duties incident to the office of the Secretary.

**(d) Treasurer.** The Treasurer shall have responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He or she shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time to time, be designated by the Board of Directors.

**Section 2. Election.** The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

**Section 3. Removal.** Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his or her successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose. No such removal action may be taken, however, unless the matter shall have been included in the notice of such meeting. The

officer who is proposed to be removed shall be given an opportunity to be heard at the meeting.

**Section 4. Duties.** The officers shall have such other duties, powers, and responsibilities, as shall, from time to time, be authorized by the Board of Directors.

#### **ARTICLE XIV SEAL**

The Association may (but need not) have a seal. If the Board determines that the Association shall have a seal, then it shall have inscribed thereon the name of the Association, the words "corporate seal," and "Michigan."

#### **ARTICLE XV FINANCE**

**Section 1. Records.** The Association shall keep detailed books of account showing all expenditures and receipts of administration, and 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 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 once a year 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 audited financial statement within 90 days following the end of the Association's fiscal year upon request therefor. The costs of any such audit and any accounting expenses shall be expenses of administration.

**Section 2. Fiscal Year.** The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the Directors. The commencement date of the fiscal year shall be subject to change by the Directors for accounting reasons or other good cause.

**Section 3. Bank.** Funds of the Association shall be initially deposited in such bank or savings association as may be designated by the Directors and shall be withdrawn only upon the check or order of such officers, employees, or agents as are designated by resolution of the Board of Directors from time to time. The funds may be invested from time to time in accounts or deposit certificates of such bank or savings association as are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government.

**ARTICLE XVI**  
**INDEMNIFICATION OF OFFICERS AND DIRECTORS**

Every director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable counsel fees and amounts paid in settlement, incurred by or imposed upon him in connection with any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, to which he or she may be a party or in which he or she may become involved by reason of his or her being or having been a director or officer of the Association, whether or not he or she is a director or officer at the time such expenses are incurred, except for willful and wanton misconduct and for gross negligence, or as otherwise prohibited by law; 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 Association (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 days prior to payment of any indemnification which it has approved, the Association shall notify all Co-owners thereof. Further, the Association is authorized to carry officers' and directors' liability insurance covering acts of the officers and directors of the Association in such amounts as it shall deem appropriate.

**ARTICLE XVII**  
**AMENDMENTS**

**Section 1. Proposal.** Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or may be proposed by 1/3 or more of the Co-owners by instrument in writing signed by them.

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

**Section 3. Voting.** The Co-owners at any regular annual meeting or a special meeting called for such purpose may amend these Bylaws by an affirmative vote of not less than 2/3 of all Co-owners. No consent of mortgagees shall be required to amend these Bylaws unless such amendment would materially alter or change the rights of such mortgagees, in which event the approval of 2/3 of the first mortgagees shall be required, with each mortgagee to have one vote for each first mortgage held.

**Section 4. By Developer.** Prior to the Transitional Control Date, these Bylaws may be amended by the Developer without approval from any other person so long as any such amendment does not materially alter or change the right of a Co-owner or mortgagee.

**Section 5. When Effective.** Any amendment to these Bylaws shall become effective upon recording of such amendment in the office of the Wayne County Register of Deeds.

**Section 6. Binding.** A copy of each amendment to the Bylaws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these Bylaws 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 XVIII COMPLIANCE**

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

## **ARTICLE XIX DEFINITIONS**

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

## **ARTICLE XX REMEDIES FOR DEFAULT**

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

**Section 1. Legal Action.** Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.

**Section 2. Recovery of Costs.** In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees (not limited to statutory fees) as may be determined by the court, but in no event shall any Co-owner be entitled to recover such attorney's fees.

**Section 3. Removal and Abatement.** The violation of any of the provisions of the Condominium Documents 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 (but not into any dwelling or related garage), where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

**Section 4. Assessment of Fines.** The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless in accordance with the provisions of Article XXI hereof.

**Section 5. Non-waiver of Right.** 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 6. Cumulative Rights, Remedies and Privileges.** 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 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 7. Enforcement of Provisions of Condominium Documents.** 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 noncompliance with the terms and provisions of the Condominium Documents or the Act.

## **ARTICLE XXI ASSESSMENT OF FINES**

**Section 1. General.** The violation by any Co-owner, occupant, or guest of any provisions of the Condominium Documents including any duly adopted rules and regulations shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines against the involved Co-owner. Such Co-owner shall be deemed responsible for such violations whether they occur as a result of his or her personal actions or the actions of his or her family, guests, tenants or any other person admitted through such Co-owner to the Condominium Premises.

**Section 2. Procedures.** Upon any such violation being alleged by the Board, the following procedures will be followed:

(a) **Notice.** Notice of the violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Co-owner on notice as to the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the representative of said Co-owner at the address as shown in the notice required to be filed with the Association pursuant to Article VIII, Section 3 of these Bylaws.

(b) **Opportunity to Defend.** The offending Co-owner shall have an opportunity to appear before the Board and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting but in no event shall the Co-owner be required to appear less than 10 days from the date of the Notice.

(c) **Default.** Failure to respond to the Notice of Violation constitutes a default.

(d) **Hearing and Decision.** Upon appearance by the Co-owner before the Board and presentation of evidence of defense, or, in the event of the Co-owner's default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.

**Section 3. Amounts.** Upon violation of any of the provisions of the Condominium Documents and after default of the offending Co-owner or upon the decision of the Board as recited above, the following fines shall be levied:

(a) **First Violation.** No fine shall be levied.

(b) **Second Violation.** Twenty Five Dollar (\$25.00)

(c) **Third Violation.** Fifty Dollar (\$50.00) fine.

(d) **Fourth Violation and Subsequent Violations.** One Hundred Dollar (\$100.00) fine.

The Board of Directors may change this schedule of fines by a resolution of the Board. Notwithstanding anything stated in these Bylaws to the contrary, a change in this schedule of fines may be made by Board resolution and will not require that an amendment to these Bylaws be adopted or recorded. Furthermore, should the Board of Directors adopt an appropriate resolution, this schedule of fines may escalate to keep pace with adjustments to the Consumer Price Index as announced by the Bureau of Labor Statistics which Index shall be the Index published to the metropolitan statistical area in which the Project is located.

**Section 4. Collection.** The fines levied pursuant to Section 3 above shall be assessed against the Co-owner and shall be due and payable together with the regular

Condominium assessment on the first of the next following month. Failure to pay the fine will subject the Co-owner to all liabilities set forth in the Condominium Documents including, without limitation, those described in Article II and this Article XXI of these Bylaws.

## **ARTICLE XXII 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 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 granted to the Developer or its successors shall terminate, if not sooner assigned to the Association, at the conclusion of the Development and Sales Period as defined in Article III of the Master Deed. The immediately preceding sentence dealing with the 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 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).

## **ARTICLE XXIII SEVERABILITY**

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

**SCHEDULE OF  
REQUIRED STREET TREES  
EXHIBIT "A-1"**

<b>UNIT NUMBER</b>	<b>UNIT FRONTAGE (feet)</b>	<b>NUMBER OF REQUIRED STREET TREES</b>
1	91.76	3
2	104.51	3
3	91.23	3
4	85.38	3
5	85.09	3
6	85.16	3
7	99.19	3
8	85.32	3
9 (c)	86.86	3
	126.47	4
10	98.2	3
11	86.71	3
12	86.30	3
13 (c)	85.00	3
	146.20	4
14	108.98	3
15	99.25	3
16	153.98	4
17	85.81	3
18	85.28	3



(c) = Corner Lot

<b>UNIT NUMBER</b>	<b>UNIT FRONTAGE (feet)</b>	<b>NUMBER OF REQUIRED STREET TREES</b>
19	117.42	3
20	111.87	3
21	85.98	3
22	85.39	3
23	86.97	3
24	137.31	4
25	89.33	3
26	98.00	3
27	89.71	3
28	87.46	3
29	85.71	3
30	85.02	3
31	85.32	3
32	86.63	3
33	89.39	3
34	144.94	4
35	94.41	3
36	85.18	3
37	85.09	3
38	85.67	3

(c) = Corner Lot

UNIT NUMBER	UNIT FRONTAGE (feet)	NUMBER OF REQUIRED STREET TREES
39 (c)	112.18	3
	109.30	3
40	85.57	3
41	89.96	3
42	85.70	3
43	85.00	3
44	85.00	3
45	95.46	3
46	88.00	3
47	88.00	3
48	90.00	3
49	90.18	3
50	88.73	3
51	88.72	3
52	85.18	3
53 (c)	105.83	3
	115.95	3
54	91.08	3
55	88.74	3
56	103.87	3
57	85.00	3

(c) = Corner Lot

UNIT NUMBER	UNIT FRONTAGE (feet)	NUMBER OF REQUIRED STREET TREES
58	85.00	3
59	85.00	3
60	132.73	4
61	97.69	3
62	95.69	3
63	103.70	3
64	104.51	3
65	86.33	3
66	93.27	3
67	91.00	3
68	85.50	3
69	85.50	3
70	92.98	3
71	130.46	4
72	140.87	4
73	85.98	3
74	86.70	3
75	87.73	3
76	85.00	3
77	85.00	3
78	85.00	3

(c) = Corner Lot

UNIT NUMBER	UNIT FRONTAGE (feet)	NUMBER OF REQUIRED STREET TREES
79	85.00	3
80	86.99	3
81	97.84	3

(c) = Corner Lot

**EXHIBIT "A-2"**

**TREE PLANTING SCHEDULE**

As provided for in Article VI, Section 1, paragraph (ii), a total of four (4) trees shall be installed by the Co-owner on each Unit and shall include any combination of the following list of tree species, provided that at least one (1) evergreen species and one (1) large deciduous species be planted as part of the total of four (4) trees required to be planted on each Unit.

TREES MUST BE SELECTED FROM THE FOLLOWING LIST:

EVERGREENS	MINIMUM	LARGE DECIDUOUS	MINIMUM
SPECIES	SIZE	SPECIES	SIZE
White Spruce	12 feet	Red Sunset Maple	4"
White Fir	12 feet	Sugar Maple	4"
Austrian Pine	12 feet	White Ash	4"
Colorado Spruce	12 feet	Green Ash	4"
		Swamp White Oak	4"
		Red Oak	4"
<b>SIZE:</b> Height, measured from the tree base at grade to the top of the tree.		<b>SIZE:</b> Caliper, measured as the diameter of the tree trunk at four (4') feet above the base at grade.	

WAYNE COUNTY CONDOMINIUM  
SUBDIVISION PLAN NO. 1237  
EXHIBIT B TO THE MASTER DEED OF

TOTTENHAM SINGH CONDOMINIUM  
CANTON TOWNSHIP, WAYNE COUNTY, MICHIGAN

CONDOMINIUM BOUNDARY:

Part of the Northwest 1/4 and the Southwest 1/4 of Section 28, T2S-R6E, Canton Township, Wayne County, Michigan, more particularly described as (below):  
Containing all the North 1/4 Corner of said Section 28; thence along the North  
and South 1/4 line of said Section 28 and the centerline of Liberty Road (331 foot  
wide 1/2 Right-of-Way), S 00°14'59" E, 1950.85 feet to the POINT OF  
BEGINNING (b) the corner to be described thence continuing along the North  
and South 1/4 line of Section 28 and the centerline of Liberty Road, S 00°14'59" E,  
628.76 feet to the Center of said Section 28; thence continuing along the North  
and South 1/4 line of Section 28 and the centerline of Liberty Road, S 00°15'03" E,  
1950.00 feet; thence N 00°58'23" W, 568.02 feet; thence S 00°15'03" E, 1428.33  
feet; thence S 00°53'27" W, 156.89 feet; thence S 00°46'58" W, 258.59 feet; thence  
N 00°46'48" W, 143.12 feet; thence S 00°46'58" W, 1671.58 feet (recorded as  
N 00°46'58" W, 1672.00 feet) to a point on the East and West 1/4 line of Section  
28; thence N 00°19'23" W, 639.09 feet (recorded as N 00°19'24" W, 638.85  
feet); thence N 08°58'19" E, 1294.63 feet to the POINT OF BEGINNING.  
Containing 81.76 acres, more or less and subject to the rights of the Public over  
the existing Liberty Road. Also subject to any other encumbrances or restrictions of  
record.

EXAMINED AND APPROVED

DATE NOV 19 2001

BY DPS

DANIEL P. LAKE  
PLAT ENGINEER

ATTENTION: COUNTY REGISTER OF DEEDS  
THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE  
ASSIGNED IN CONSECUTIVE SEQUENCE. WHEN A  
NUMBER HAS BEEN ASSIGNED TO THIS PROJECT, IT  
MUST BE PROPERLY SHOWN IN THE TITLE ON THIS  
SHEET AND THE SURVEYOR'S CERTIFICATE ON SHEET 2.

DRAWING INDEX	
SHEET NO.	DESCRIPTION
1	COVER SHEET
2	SURVEY COMPASS PLAT
3	SURVEY PLAT
4	SURVEY PLAT
5	SURVEY PLAT
6	STREET PLAT
7	STREET PLAT
8	SITE AND UNIT PLAT
9	SITE AND UNIT PLAT
10	UTILITY PLAT
11	UTILITY PLAT
12	UTILITY PLAT

DEVELOPER:

TOTTENHAM WOODS SINGH, L.L.C.  
7125 ORCHARD LAKE RD., SUITE 200  
WEST BLOOMFIELD, MICHIGAN 48322  
(248) 965-1800

NOTES:

ALL STRUCTURES AND IMPROVEMENTS SHOWN  
EITHER HAVE BEEN CONSTRUCTED OR MUST BE BUILT.

PREPARED BY:



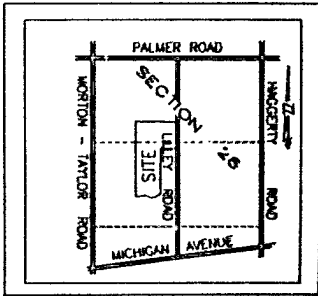
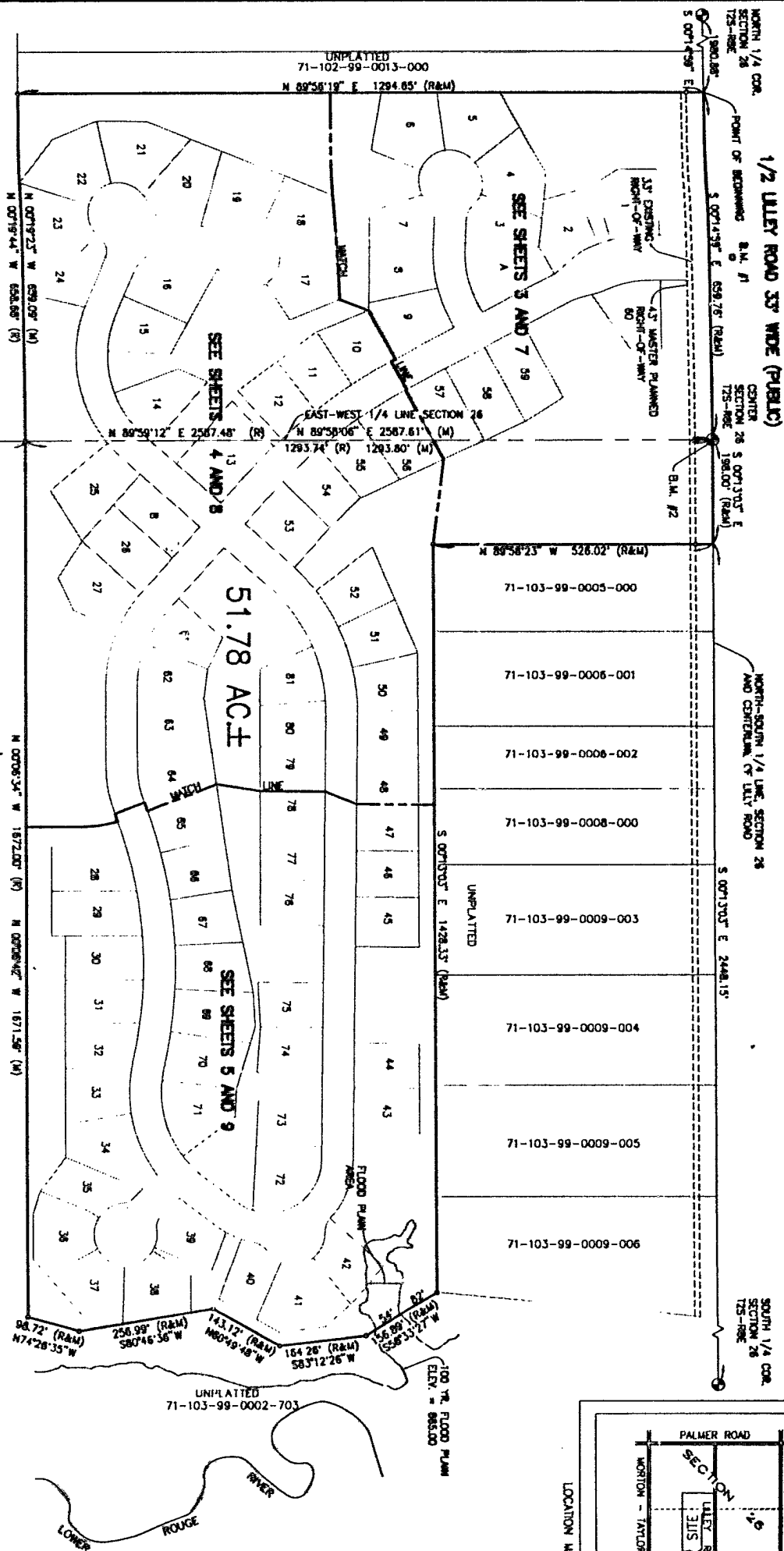
HONOLULU OFFICE: 3771 E. GRAND AVENUE, HONOLULU, HI 96843  
(817) 566-4838 FAX (817) 566-1870 (800) 246-8739  
E-MAIL: [lw@boss.com](mailto:lw@boss.com)

WEST BLOOMFIELD OFFICE: 7125 ORCHARD LAKE RD., SUITE 200  
WEST BLOOMFIELD, MI 48322  
(248) 965-1800 FAX (248) 965-1800  
E-MAIL: [lw@boss.com](mailto:lw@boss.com)



PROPOSED AS OF MARCH 5, 2001  
MUST BE BUILT

SURVEY COMPOSITE PLAN



LEGEND

- DENOTES CONCRETE MONUMENT
- 4" DIAMETER 36" LONG ENCLAVING
- 1/2" IRON ROD

BENCHMARKS: (M.C.V. DATUM)

- #1 WEST TOP OF LIGHTPOLE BASE WOODBROOK CONDOMINIUM ELEV=677.18
- #2 NORTH RM OF MON. BOX ● CENTER OF SECTION 28 & ULEY RD ELEV=677.00

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE "WOODBROOK SURVEY, NO. 1" AS RECORDED IN LIBER 107 OF PLANS, PAGES 64 THROUGH 73 WAYNE COUNTY RECORDS.

NOTE:

THE ROADS WHICH SERVE TOTTENHAM SINGH CONDOMINIUM WILL INITIALLY BE OWNED AND OPERATED BY TOTTENHAM SINGH CONDOMINIUM. THE ROADS MAY BECOME PUBLIC IN THE FUTURE, BY EASEMENT OR SOME OTHER FORM OF DEDICATION TO THE COUNTY, AND AT THAT TIME, THE COUNTY MAY UNDERTAKE MAINTENANCE AND REPAIR OF THE ROADS. EASEMENTS FOR THE USE OF THE ROADS, UTILITIES WHICH LE WITHIN THE ROAD RIGHTS-OF-WAY, AND OTHER UTILITIES NECESSARY TO SERVE TOTTENHAM SINGH CONDOMINIUM AS SHOWN IN THIS CONDOMINIUM SUBDIVISION PLAN AND THE MASTER DEED FOR THE TOTTENHAM SINGH CONDOMINIUM.

SURVEYOR'S CERTIFICATE

I, GARY R. BOSS, PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY THAT THE SUBDIVISION PLAN KNOWN AS WAYNE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 1, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED, THAT THE REQUIRED MONUMENTS AND IRON WAKERS WILL BE LOCATED IN THE GROUND BY OCTOBER 1, 2001 AS REQUIRED BY RULES PROULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978, THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978, THAT THE BEARINGS AS SHOWN ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978.

DATE: 11/09/01

GARY R. BOSS, PROFESSIONAL SURVEYOR  
LICENSE NO. 17022  
BOSS ENGINEERING  
3121 E GRAND RIVER AVE.  
KORBELL, MI 48045

PROPOSED AS OF  
MARCH 3, 2001  
MUST BE BUILT

CLIENT	TOTTENHAM SINGH, L.L.C.
PROJECT	TOTTENHAM SINGH CONDOMINIUM
TITLE	SURVEY COMPOSITE PLAN

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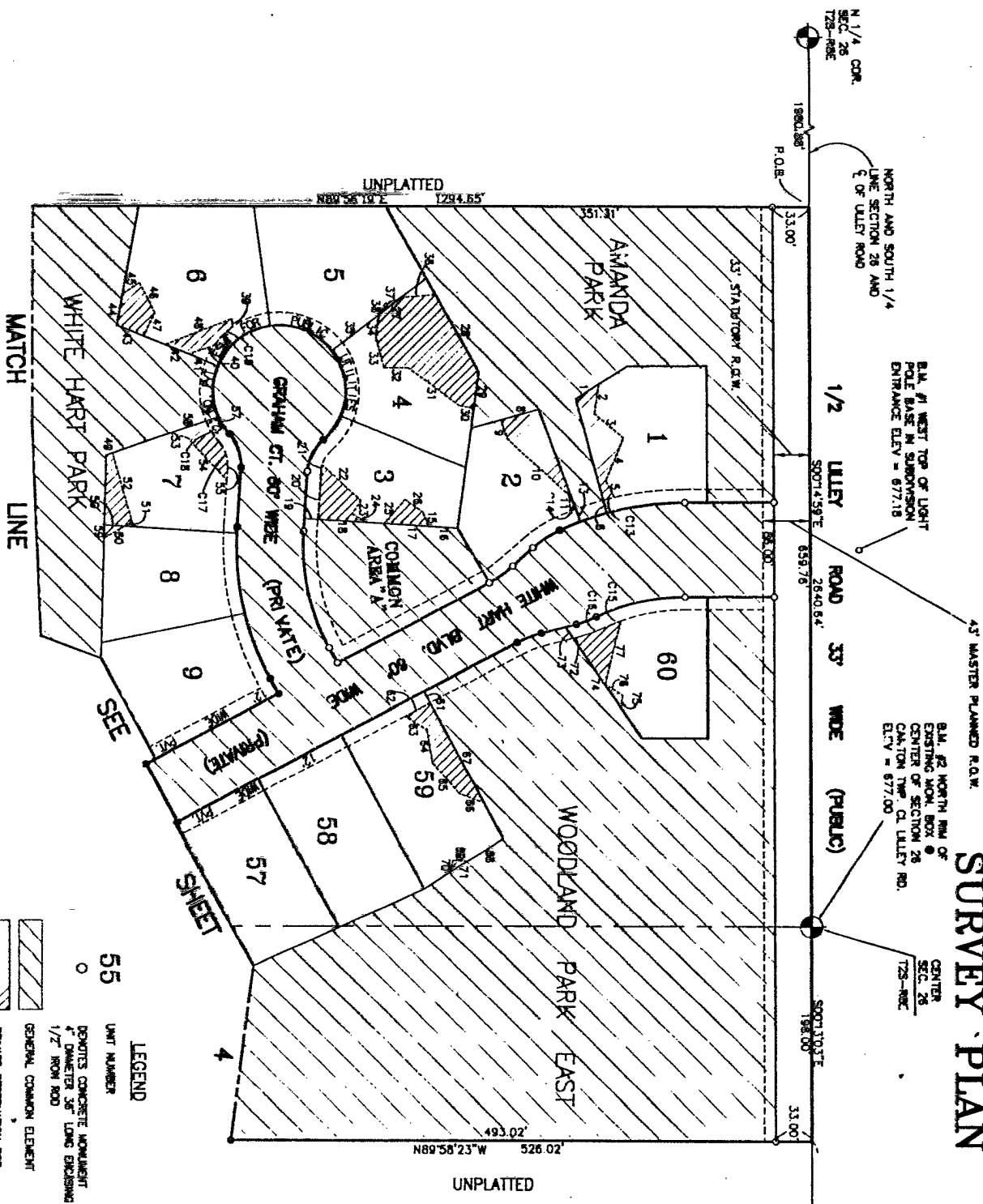
WEST BLOOMFIELD OFFICE  
7125 BLOOMFIELD LANE, RM. 200  
WEST BLOOMFIELD, MI 48312  
(248) 336-8000 FAX (248) 336-8400

HUNTSVILLE OFFICE  
3121 E GRAND RIVER AVE., SUITE 100  
(256) 596-1634 FAX (256) 596-1634  
E-MAIL: bosseng@att.net





SURVEY PLAN



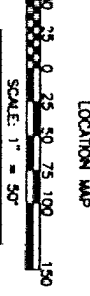
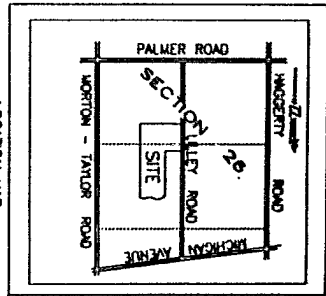
CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA ANGLE
C13	10.38	285.00	2°08'18"
C14	5.74	285.00	1°09'11"
C15	18.61	175.00	6°06'37"
C16	21.74	112.00	11°07'13"
C17	23.81	30.00	45°06'57"
C18	23.60	72.00	18°48'35"
C19	24.74	72.00	18°41'29"

NOTE: FOR UTILITY EASEMENT INFORMATION SEE UTILITY PLAN

LEGEND  
55  
UNIT NUMBER  
IDENTICAL CONCRETE MONUMENT  
4" DIAMETER 36" LONG EMBOSSED  
1/2" IRON ROD  
GENERAL COMMON ELEMENT  
PRIVATE PRESERVATION FOR  
WETLANDS PRESERVATION

LINE DATA	
LOT NO	BEARING DIST.
1	N 5° 07' 15" E 25.37'
2	N 68° 11' 22" E 27.63'
3	N 45° 09' 47" W 34.53'
4	N 2° 30' 03" E 42.11'
5	N 68° 59' 20" W 18.87'
6	N 1° 59' 57" W 12.00'
7	N 1° 09' 54" E 18.78'
8	N 7° 06' 00" E 35.83'
9	N 40° 27' 55" E 12.75'
10	S 47° 28' 51" E 78.02'
11	S 50° 14' 15" E 14.43'
12	N 20° 37' 12" W 12.00'
13	N 21° 32' 28" W 13.98'
14	N 68° 52' 03" W 26.39'
15	N 68° 52' 03" W 40.51'
16	S 88° 32' 03" E 44.93'
17	S 88° 32' 03" E 12.61'
18	S 50° 47' 09" E 30.38'
19	S 50° 47' 09" E 30.38'
20	S 50° 47' 09" E 30.38'
21	S 50° 47' 09" E 30.38'
22	N 47° 06' 54" W 47.84'
23	N 47° 06' 54" W 47.84'
24	N 61° 34' 05" W 16.78'
25	S 40° 46' 06" W 28.97'
26	N 57° 18' 02" E 18.78'
27	S 52° 31' 04" W 24.77'
28	S 52° 31' 04" W 24.77'
29	S 50° 47' 09" E 30.38'
30	S 50° 47' 09" E 30.38'
31	S 50° 47' 09" E 30.38'
32	S 50° 47' 09" E 30.38'
33	S 50° 47' 09" E 30.38'
34	S 50° 47' 09" E 30.38'
35	S 50° 47' 09" E 30.38'
36	S 50° 47' 09" E 30.38'
37	S 50° 47' 09" E 30.38'
38	S 50° 47' 09" E 30.38'
39	S 50° 47' 09" E 30.38'
40	S 50° 47' 09" E 30.38'
41	S 50° 47' 09" E 30.38'
42	S 50° 47' 09" E 30.38'
43	S 50° 47' 09" E 30.38'
44	S 50° 47' 09" E 30.38'
45	S 50° 47' 09" E 30.38'
46	S 50° 47' 09" E 30.38'
47	S 50° 47' 09" E 30.38'
48	S 50° 47' 09" E 30.38'

LINE DATA	
LOT NO	BEARING DIST.
49	N 71° 07' 29" E 5.80'
50	S 88° 32' 03" E 18.53'
51	N 68° 52' 03" W 26.39'
52	N 68° 52' 03" W 40.51'
53	N 45° 09' 47" W 34.53'
54	N 2° 30' 03" E 42.11'
55	N 68° 59' 20" W 18.87'
56	N 1° 59' 57" W 12.00'
57	N 1° 09' 54" E 18.78'
58	N 7° 06' 00" E 35.83'
59	N 40° 27' 55" E 12.75'
60	S 47° 28' 51" E 78.02'

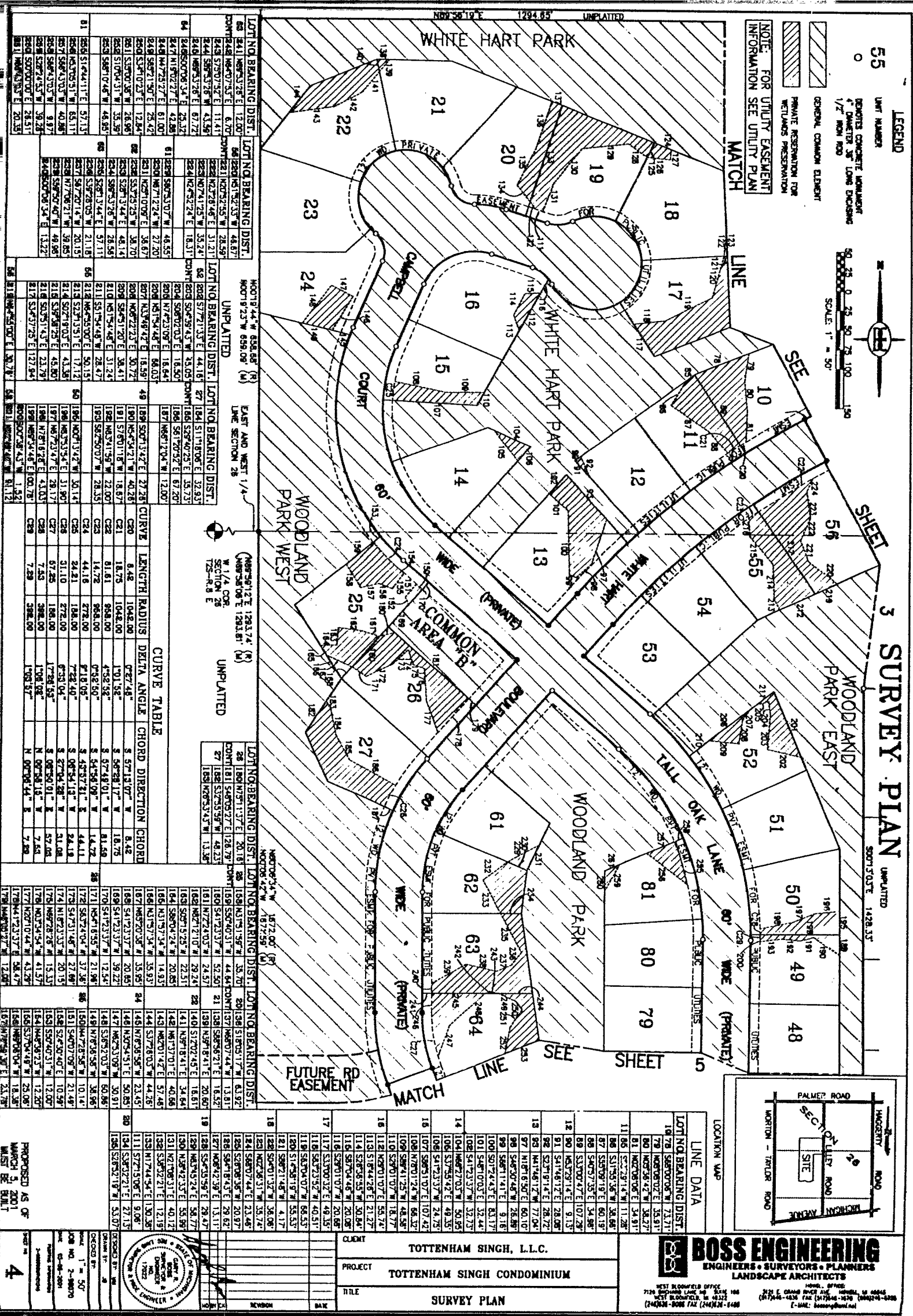


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7125 BLOOMFIELD OFFICE SUITE 100  
WEST BLOOMFIELD, IN 46122  
(765) 834-8000 FAX (765) 834-8000  
201 E. GRAND RIVER AVE. HOVING, IN 46045  
(765) 466-4636 FAX (765) 466-4636  
E-MAIL bossengr@aol.com

CLIENT: TOTTENHAM SINGH, L.L.C.  
PROJECT: TOTTENHAM SINGH CONDOMINIUM  
TITLE: SURVEY PLAN

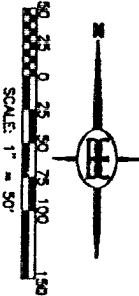
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DATE: 3-10-2001



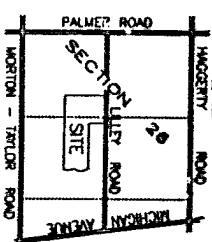


LEGEND  
UNIT NUMBER  
55  
DEPOTES CONCRETE MONUMENT  
4" DIAMETER 36" LONG EXCISING  
1/2" MON ROD  
GENERAL COMMON ELEMENT  
PRIVATE RESERVATION FOR  
WETLANDS PRESERVATION

NOTE: FOR UTILITY EASEMENT  
INFORMATION SEE UTILITY PLAN



SHEET 3  
UNPLATTED  
WOODLAND PARK EAST  
WOODLAND PARK WEST  
WOODLAND PARK  
TALL OAK LANE  
BULEVARD  
COMMON AREA "B"  
FUTURE RD EASEMENT  
MATCH



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LANDSCAPE ARCHITECTS  
710 WEST BLUFF ROAD, SUITE 100  
WEST BLUFF, NC 28786  
(704) 938-8008 FAX (704) 938-1400  
E-MAIL: bossengr@aol.com

LOT NO	BEARING	DIST.	LOT NO	BEARING	DIST.	LOT NO	BEARING	DIST.	LOT NO	BEARING	DIST.
1	N 0° 0' 0" E	1.00	11	N 89° 59' 59" W	1.00	21	N 89° 59' 59" W	1.00	31	N 89° 59' 59" W	1.00
2	N 0° 0' 0" E	1.00	12	N 89° 59' 59" W	1.00	22	N 89° 59' 59" W	1.00	32	N 89° 59' 59" W	1.00
3	N 0° 0' 0" E	1.00	13	N 89° 59' 59" W	1.00	23	N 89° 59' 59" W	1.00	33	N 89° 59' 59" W	1.00
4	N 0° 0' 0" E	1.00	14	N 89° 59' 59" W	1.00	24	N 89° 59' 59" W	1.00	34	N 89° 59' 59" W	1.00
5	N 0° 0' 0" E	1.00	15	N 89° 59' 59" W	1.00	25	N 89° 59' 59" W	1.00	35	N 89° 59' 59" W	1.00
6	N 0° 0' 0" E	1.00	16	N 89° 59' 59" W	1.00	26	N 89° 59' 59" W	1.00	36	N 89° 59' 59" W	1.00
7	N 0° 0' 0" E	1.00	17	N 89° 59' 59" W	1.00	27	N 89° 59' 59" W	1.00	37	N 89° 59' 59" W	1.00
8	N 0° 0' 0" E	1.00	18	N 89° 59' 59" W	1.00	28	N 89° 59' 59" W	1.00	38	N 89° 59' 59" W	1.00
9	N 0° 0' 0" E	1.00	19	N 89° 59' 59" W	1.00	29	N 89° 59' 59" W	1.00	39	N 89° 59' 59" W	1.00
10	N 0° 0' 0" E	1.00	20	N 89° 59' 59" W	1.00	30	N 89° 59' 59" W	1.00	40	N 89° 59' 59" W	1.00
11	N 89° 59' 59" W	1.00	31	N 89° 59' 59" W	1.00	41	N 89° 59' 59" W	1.00	51	N 89° 59' 59" W	1.00
12	N 89° 59' 59" W	1.00	32	N 89° 59' 59" W	1.00	42	N 89° 59' 59" W	1.00	52	N 89° 59' 59" W	1.00
13	N 89° 59' 59" W	1.00	33	N 89° 59' 59" W	1.00	43	N 89° 59' 59" W	1.00	53	N 89° 59' 59" W	1.00
14	N 89° 59' 59" W	1.00	34	N 89° 59' 59" W	1.00	44	N 89° 59' 59" W	1.00	54	N 89° 59' 59" W	1.00
15	N 89° 59' 59" W	1.00	35	N 89° 59' 59" W	1.00	45	N 89° 59' 59" W	1.00	55	N 89° 59' 59" W	1.00
16	N 89° 59' 59" W	1.00	36	N 89° 59' 59" W	1.00	46	N 89° 59' 59" W	1.00	56	N 89° 59' 59" W	1.00
17	N 89° 59' 59" W	1.00	37	N 89° 59' 59" W	1.00	47	N 89° 59' 59" W	1.00	57	N 89° 59' 59" W	1.00
18	N 89° 59' 59" W	1.00	38	N 89° 59' 59" W	1.00	48	N 89° 59' 59" W	1.00	58	N 89° 59' 59" W	1.00
19	N 89° 59' 59" W	1.00	39	N 89° 59' 59" W	1.00	49	N 89° 59' 59" W	1.00	59	N 89° 59' 59" W	1.00
20	N 89° 59' 59" W	1.00	40	N 89° 59' 59" W	1.00	50	N 89° 59' 59" W	1.00	60	N 89° 59' 59" W	1.00
21	N 89° 59' 59" W	1.00	41	N 89° 59' 59" W	1.00	51	N 89° 59' 59" W	1.00	61	N 89° 59' 59" W	1.00
22	N 89° 59' 59" W	1.00	42	N 89° 59' 59" W	1.00	52	N 89° 59' 59" W	1.00	62	N 89° 59' 59" W	1.00
23	N 89° 59' 59" W	1.00	43	N 89° 59' 59" W	1.00	53	N 89° 59' 59" W	1.00	63	N 89° 59' 59" W	1.00
24	N 89° 59' 59" W	1.00	44	N 89° 59' 59" W	1.00	54	N 89° 59' 59" W	1.00	64	N 89° 59' 59" W	1.00
25	N 89° 59' 59" W	1.00	45	N 89° 59' 59" W	1.00	55	N 89° 59' 59" W	1.00	65	N 89° 59' 59" W	1.00
26	N 89° 59' 59" W	1.00	46	N 89° 59' 59" W	1.00	56	N 89° 59' 59" W	1.00	66	N 89° 59' 59" W	1.00
27	N 89° 59' 59" W	1.00	47	N 89° 59' 59" W	1.00	57	N 89° 59' 59" W	1.00	67	N 89° 59' 59" W	1.00
28	N 89° 59' 59" W	1.00	48	N 89° 59' 59" W	1.00	58	N 89° 59' 59" W	1.00	68	N 89° 59' 59" W	1.00
29	N 89° 59' 59" W	1.00	49	N 89° 59' 59" W	1.00	59	N 89° 59' 59" W	1.00	69	N 89° 59' 59" W	1.00
30	N 89° 59' 59" W	1.00	50	N 89° 59' 59" W	1.00	60	N 89° 59' 59" W	1.00	70	N 89° 59' 59" W	1.00
31	N 89° 59' 59" W	1.00	51	N 89° 59' 59" W	1.00	61	N 89° 59' 59" W	1.00	71	N 89° 59' 59" W	1.00
32	N 89° 59' 59" W	1.00	52	N 89° 59' 59" W	1.00	62	N 89° 59' 59" W	1.00	72	N 89° 59' 59" W	1.00
33	N 89° 59' 59" W	1.00	53	N 89° 59' 59" W	1.00	63	N 89° 59' 59" W	1.00	73	N 89° 59' 59" W	1.00
34	N 89° 59' 59" W	1.00	54	N 89° 59' 59" W	1.00	64	N 89° 59' 59" W	1.00	74	N 89° 59' 59" W	1.00
35	N 89° 59' 59" W	1.00	55	N 89° 59' 59" W	1.00	65	N 89° 59' 59" W	1.00	75	N 89° 59' 59" W	1.00
36	N 89° 59' 59" W	1.00	56	N 89° 59' 59" W	1.00	66	N 89° 59' 59" W	1.00	76	N 89° 59' 59" W	1.00
37	N 89° 59' 59" W	1.00	57	N 89° 59' 59" W	1.00	67	N 89° 59' 59" W	1.00	77	N 89° 59' 59" W	1.00
38	N 89° 59' 59" W	1.00	58	N 89° 59' 59" W	1.00	68	N 89° 59' 59" W	1.00	78	N 89° 59' 59" W	1.00
39	N 89° 59' 59" W	1.00	59	N 89° 59' 59" W	1.00	69	N 89° 59' 59" W	1.00	79	N 89° 59' 59" W	1.00
40	N 89° 59' 59" W	1.00	60	N 89° 59' 59" W	1.00	70	N 89° 59' 59" W	1.00	80	N 89° 59' 59" W	1.00
41	N 89° 59' 59" W	1.00	61	N 89° 59' 59" W	1.00	71	N 89° 59' 59" W	1.00	81	N 89° 59' 59" W	1.00
42	N 89° 59' 59" W	1.00	62	N 89° 59' 59" W	1.00	72	N 89° 59' 59" W	1.00	82	N 89° 59' 59" W	1.00
43	N 89° 59' 59" W	1.00	63	N 89° 59' 59" W	1.00	73	N 89° 59' 59" W	1.00	83	N 89° 59' 59" W	1.00
44	N 89° 59' 59" W	1.00	64	N 89° 59' 59" W	1.00	74	N 89° 59' 59" W	1.00	84	N 89° 59' 59" W	1.00
45	N 89° 59' 59" W	1.00	65	N 89° 59' 59" W	1.00	75	N 89° 59' 59" W	1.00	85	N 89° 59' 59" W	1.00
46	N 89° 59' 59" W	1.00	66	N 89° 59' 59" W	1.00	76	N 89° 59' 59" W	1.00	86	N 89° 59' 59" W	1.00
47	N 89° 59' 59" W	1.00	67	N 89° 59' 59" W	1.00	77	N 89° 59' 59" W	1.00	87	N 89° 59' 59" W	1.00
48	N 89° 59' 59" W	1.00	68	N 89° 59' 59" W	1.00	78	N 89° 59' 59" W	1.00	88	N 89° 59' 59" W	1.00
49	N 89° 59' 59" W	1.00	69	N 89° 59' 59" W	1.00	79	N 89° 59' 59" W	1.00	89	N 89° 59' 59" W	1.00



1/2 LILLY ROAD 35' WIDE (PUBLIC)


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WEST BLOOMFIELD OFFICE  
7175 ORCHARD LAKE RD SUITE 100  
WEST BLOOMFIELD, MI 48322  
(248) 678-8088 FAX (248) 636-8400

HOWELL OFFICE:  
3125 S GRAND PRAIRIE AVE. HOWELL, MI 48840  
(517) 248-0636 FAX (517) 248-1639 (517) 248-6736  
E-MAIL: bccoy@netnet.net

## FLOOD PLAIN PLAN

THE

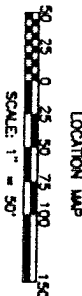
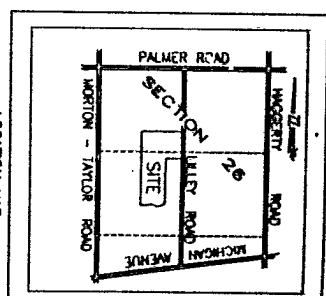
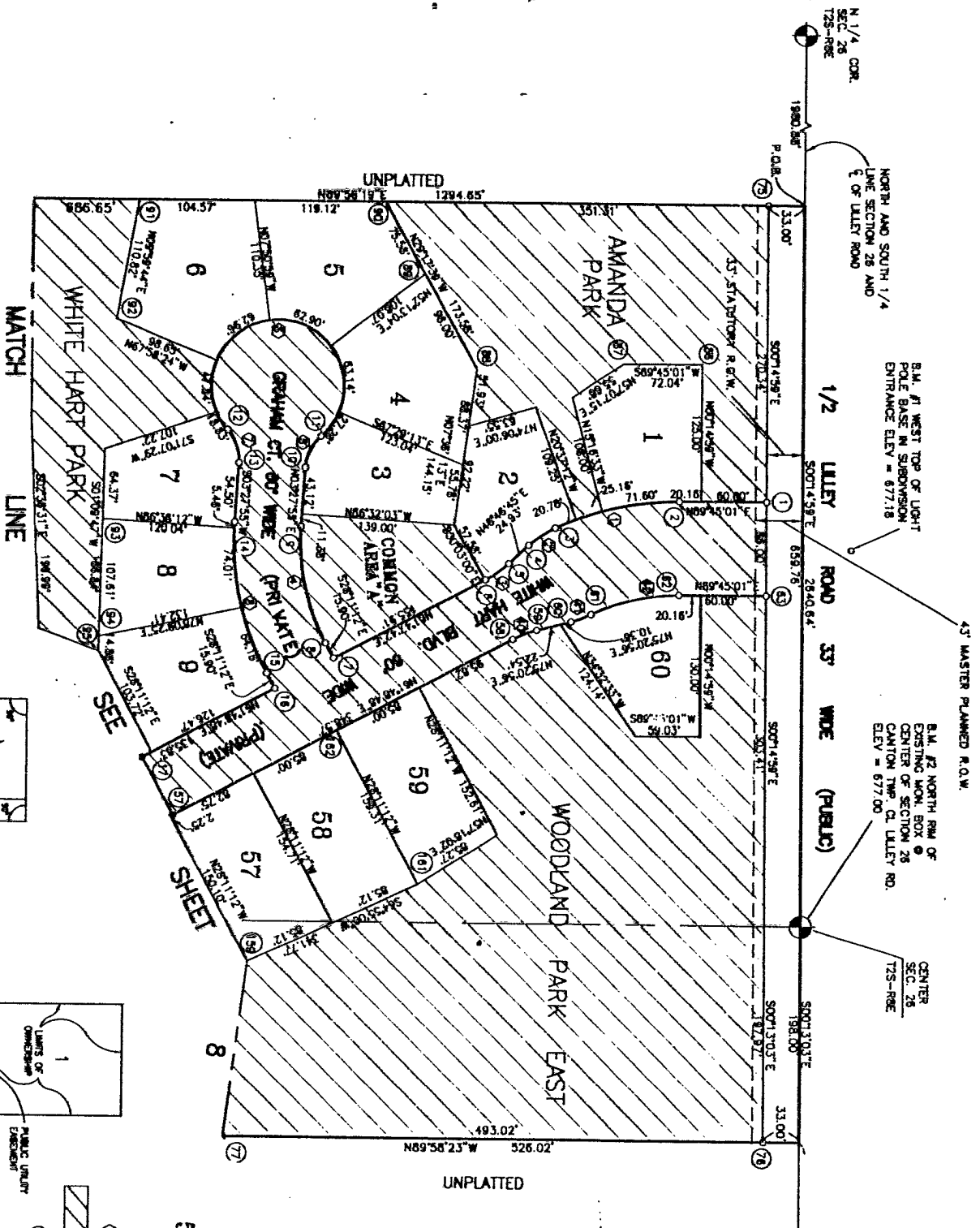
CLARK R. BOSS  
STATE TOL &  
ENGINEER  
NO. 17022

PROPOSED AS OF  
MARCH 5, 2001  
MUST BE BUILT

10



SITE AND UNIT PLAN



CURVE	LENGTH	RADIUS	DELTA ANGLE	CHORD	DIRECTION	CHORD
1	117.54'	223.00'	24.4004°	57.724358' W	118.63°	57.724358' W
2	78.33'	100.00'	18.4818°	56.64048' W	79.22°	56.64048' W
3	78.21'	100.00'	18.50037°	56.61713' E	79.13°	56.61713' E
4	110.49'	200.00'	31.3907°	51.72134' E	109.08°	51.72134' E
5	33.05'	42.00'	45.05357°	52.00034' W	12.21°	52.00034' W
6	28.95'	60.00'	32.07134°	56.63205' W	64.71°	56.63205' W
7	33.05'	42.00'	45.05357°	51.72134' E	109.08°	51.72134' E
8	14.63'	260.00'	31.3907°	56.61713' E	79.13°	56.61713' E
9	18.41'	100.00'	18.50037°	56.64048' W	79.22°	56.64048' W
10	18.41'	100.00'	18.50037°	56.64048' W	79.22°	56.64048' W
11	18.41'	100.00'	18.50037°	56.64048' W	79.22°	56.64048' W
12	18.41'	100.00'	18.50037°	56.64048' W	79.22°	56.64048' W
13	18.41'	100.00'	18.50037°	56.64048' W	79.22°	56.64048' W
14	18.41'	100.00'	18.50037°	56.64048' W	79.22°	56.64048' W
15	18.41'	100.00'	18.50037°	56.64048' W	79.22°	56.64048' W
16	18.41'	100.00'	18.50037°	56.64048' W	79.22°	56.64048' W
17	18.41'	100.00'	18.50037°	56.64048' W	79.22°	56.64048' W
18	18.41'	100.00'	18.50037°	56.64048' W	79.22°	56.64048' W
19	18.41'	100.00'	18.50037°	56.64048' W	79.22°	56.64048' W
20	18.41'	100.00'	18.50037°	56.64048' W	79.22°	56.64048' W
21	18.41'	100.00'	18.50037°	56.64048' W	79.22°	56.64048' W
22	18.41'	100.00'	18.50037°	56.64048' W	79.22°	56.64048' W
23	18.41'	100.00'	18.50037°	56.64048' W	79.22°	56.64048' W
24	18.41'	100.00'	18.50037°	56.64048' W	79.22°	56.64048' W
25	18.41'	100.00'	18.50037°	56.64048' W	79.22°	56.64048' W
26	18.41'	100.00'	18.50037°	56.64048' W	79.22°	56.64048' W
27	18.41'	100.00'	18.50037°	56.64048' W	79.22°	56.64048' W
28	18.41'	100.00'	18.50037°	56.64048' W	79.22°	56.64048' W
29	18.41'	100.00'	18.50037°	56.64048' W	79.22°	56.64048' W
30	18.41'	100.00'	18.50037°	56.64048' W	79.22°	56.64048' W
31	18.41'	100.00'	18.50037°	56.64048' W	79.22°	56.64048' W
32	18.41'	100.00'	18.50037°	56.64048' W	79.22°	56.64048' W
33	18.41'	100.00'	18.50037°	56.64048' W	79.22°	56.64048' W
34	18.41'	100.00'	18.50037°	56.64048' W	79.22°	56.64048' W
35	18.41'	100.00'	18.50037°	56.64048' W	79.22°	56.64048' W
36	18.41'	100.00'	18.50037°	56.64048' W	79.22°	56.64048' W
37	18.41'	100.00'	18.50037°	56.64048' W	79.22°	56.64048' W
38	18.41'	100.00'	18.50037°	56.64048' W	79.22°	56.64048' W
39	18.41'	100.00'	18.50037°	56.64048' W	79.22°	56.64048' W
40	18.41'	100.00'	18.50037°	56.64048' W	79.22°	56.64048' W
41	18.41'	100.00'	18.50037°	56.64048' W	79.22°	56.64048' W
42	18.41'	100.00'	18.50037°	56.64048' W	79.22°	56.64048' W

SCHEDULE OF UNIT AREAS	
UNIT NO.	AREA (SQ. FT.)
1	13,183
2	11,189
3	10,863
4	14,087
5	14,447
6	15,534
7	10,369
8	11,182
9	12,800
10	12,954
11	13,346
12	13,257
13	12,039

- LEGEND**
- UNIT NUMBER
  - DENOTES CONCRETE MONUMENT
  - 4" DIAMETER 3/4" LONG ENCLAVING
  - 1/2" IRON ROD
  - CURVE NUMBER
  - GENERAL COMMON ELEMENT
  - COORDINATE NUMBER

PT	NORTHING	EASTING
1	5280.30	4885.30
2	5280.03	4885.14
3	5280.03	4885.14
4	5280.03	4885.14
5	5280.03	4885.14
6	5280.03	4885.14
7	5280.03	4885.14
8	5280.03	4885.14
9	5280.03	4885.14
10	5280.03	4885.14
11	5280.03	4885.14
12	5280.03	4885.14
13	5280.03	4885.14
14	5280.03	4885.14
15	5280.03	4885.14
16	5280.03	4885.14
17	5280.03	4885.14
18	5280.03	4885.14
19	5280.03	4885.14
20	5280.03	4885.14
21	5280.03	4885.14
22	5280.03	4885.14
23	5280.03	4885.14
24	5280.03	4885.14
25	5280.03	4885.14
26	5280.03	4885.14
27	5280.03	4885.14
28	5280.03	4885.14
29	5280.03	4885.14
30	5280.03	4885.14
31	5280.03	4885.14
32	5280.03	4885.14
33	5280.03	4885.14
34	5280.03	4885.14
35	5280.03	4885.14
36	5280.03	4885.14
37	5280.03	4885.14
38	5280.03	4885.14
39	5280.03	4885.14
40	5280.03	4885.14
41	5280.03	4885.14
42	5280.03	4885.14

CLIENT: TOTTENHAM SINGH, L.L.C.

PROJECT: TOTTENHAM SINGH CONDOMINIUM

TITLE: SITE AND UNIT PLAN

**BOSS ENGINEERING**  
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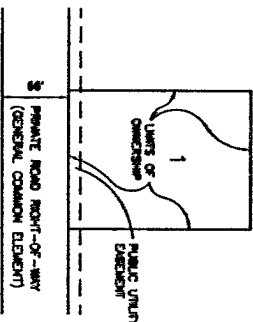
1716 BROADWAY, SUITE 100, NEW YORK, NY 10019  
(212) 693-1000 FAX (212) 693-1001  
E-MAIL: bossengr@aol.com



PROPOSED AS OF  
MARCH 5, 2001  
MUST BE BUILT

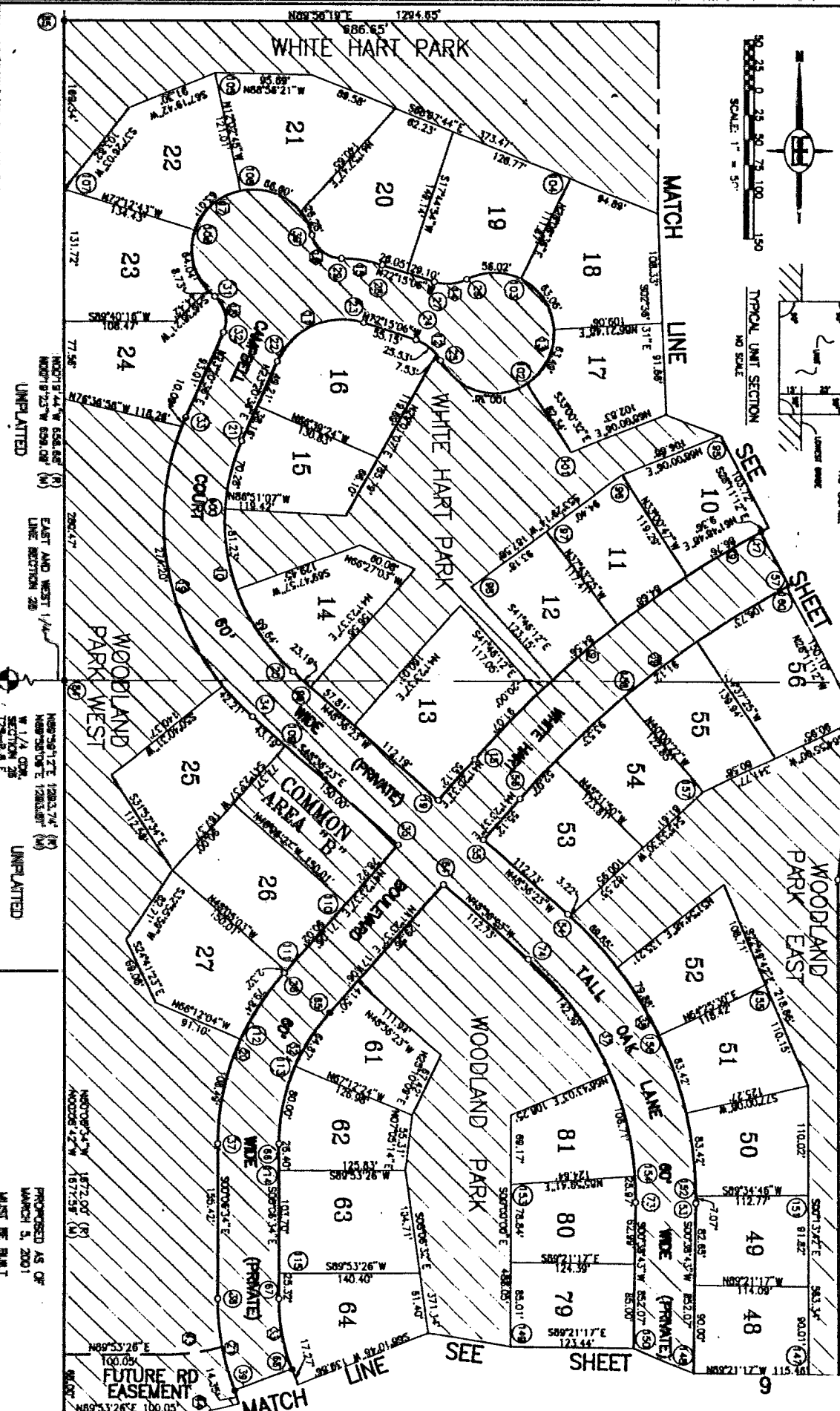
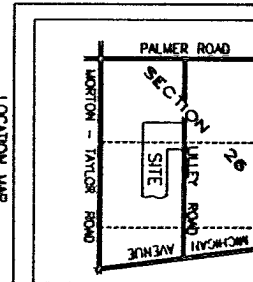
# SITE AND UNIT PLAN

SCHEDULE OF UNIT AREAS			
UNIT NO.	AREA (SQ. FT.)	UNIT NO.	AREA (SQ. FT.)
10	11,156	27	14,102
11	10,337	48	10,330
12	10,823	49	10,383
13	17,250	50	11,250
14	12,878	51	11,250
15	10,827	52	11,674
16	15,474	53	12,508
17	13,028	54	10,855
18	15,395	55	11,214
19	15,482	56	14,372
20	14,501	61	10,497
21	15,391	62	10,382
22	15,377	63	13,804
23	14,114	64	12,577
24	13,798	79	10,533
25	14,870	80	10,470
26	13,502	81	10,281



LEGEND
55 UNIT NUMBER
55 DENOTES CONCRETE MONUMENT 4" DIAMETER 36" LONG ENCLASING 1/2" FROM ROAD
55 CLONE NUMBER
55 GENERAL COMMON ELEMENT
55 COORDINATE NUMBER

CURVE DATA			
CURVE	LENGTH	DETA AREA	CHORD
1	167.38	10,000.00	167.38
2	111.13	2,000.00	111.13
3	101.12	2,000.00	101.12
4	101.12	2,000.00	101.12
5	101.12	2,000.00	101.12
6	101.12	2,000.00	101.12
7	101.12	2,000.00	101.12
8	101.12	2,000.00	101.12
9	101.12	2,000.00	101.12
10	101.12	2,000.00	101.12
11	101.12	2,000.00	101.12
12	101.12	2,000.00	101.12
13	101.12	2,000.00	101.12
14	101.12	2,000.00	101.12
15	101.12	2,000.00	101.12
16	101.12	2,000.00	101.12
17	101.12	2,000.00	101.12
18	101.12	2,000.00	101.12
19	101.12	2,000.00	101.12
20	101.12	2,000.00	101.12
21	101.12	2,000.00	101.12
22	101.12	2,000.00	101.12
23	101.12	2,000.00	101.12
24	101.12	2,000.00	101.12
25	101.12	2,000.00	101.12
26	101.12	2,000.00	101.12
27	101.12	2,000.00	101.12
28	101.12	2,000.00	101.12
29	101.12	2,000.00	101.12
30	101.12	2,000.00	101.12
31	101.12	2,000.00	101.12
32	101.12	2,000.00	101.12
33	101.12	2,000.00	101.12
34	101.12	2,000.00	101.12
35	101.12	2,000.00	101.12
36	101.12	2,000.00	101.12
37	101.12	2,000.00	101.12
38	101.12	2,000.00	101.12
39	101.12	2,000.00	101.12
40	101.12	2,000.00	101.12
41	101.12	2,000.00	101.12
42	101.12	2,000.00	101.12
43	101.12	2,000.00	101.12
44	101.12	2,000.00	101.12



LIST OF COORDINATES	
PT	COORDINATES
1	5148.00
2	5148.00
3	5148.00
4	5148.00
5	5148.00
6	5148.00
7	5148.00
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72	5148.00
73	5148.00
74	5148.00
75	5148.00
76	5148.00
77	5148.00
78	5148.00
79	5148.00
80	5148.00
81	5148.00

8

CLIENT: TOTTENHAM SINGH, L.L.C.

PROJECT: TOTTENHAM SINGH CONDOMINIUM

DIRE: SITE AND UNIT PLAN

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HONOLULU OFFICE: 3121 E. LANANA AVE. SUITE 100, HONOLULU, HI 96815 (808) 944-1234 FAX (808) 944-1235









