

*Bella Vista*

CONDOMINIUM  
ACKNOWLEDGMENT  
RECEIPT

Section 84(a)(1) of the Michigan Condominium Act requires the Developer to provide copies of all of the following documents to a prospective purchaser of a condominium unit:

- (a) The recorded Master Deed and all amendments thereto;
- (b) A copy of the Purchase Agreement, together with a copy of the Escrow Agreement;
- (c) A Condominium Buyer's Handbook; and
- (d) A Disclosure Statement.

Pursuant to Section 84(2) of the Michigan Condominium Act, a signed Purchase Agreement shall not become binding on a purchaser, and a purchaser may withdraw from a signed Purchase Agreement without cause and without penalty before conveyance of the Unit and within nine (9) business days after receipt of the above-described documents. The calculation of the business day period includes the date that those documents are received by you if that day is a business day.

This time limit may be waived in exception cases by a purchaser who is provided all of the aforementioned documents and waives, in writing, the purchaser's right to the protection provided by the nine (9) business day advance review period.

Your signature on this form, acknowledging receipt of the documents, shall be prima facie evidence that the documents were received and understood by you.

I hereby acknowledge receipt of the following documents on the \_\_\_\_\_ day of \_\_\_\_\_, 2004.

- (a) The recorded Master Deed and all amendments thereto;
- (b) A copy of the Purchase Agreement, together with a copy of the Escrow Agreement;
- (c) A Condominium Buyer's Handbook; and
- (d) A Disclosure Statement.

UNIT NO. \_\_\_\_\_

[SIGNATURE PAGE FOLLOWS]

WITNESSED:

\_\_\_\_\_

\_\_\_\_\_  
PURCHASER

\_\_\_\_\_

\_\_\_\_\_  
PURCHASER

Address: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_, 20\_\_

Telephone: \_\_\_\_\_

Expiration date of 9 business days: \_\_\_\_\_, 20\_\_

**YOU HAVE NINE (9) BUSINESS DAYS AFTER RECEIVING THESE DOCUMENTS TO WITHDRAW FROM THE PURCHASE AGREEMENT AND RECEIVE A FULL REFUND OF ALL SUMS DEPOSITED THEREUNDER.**

OCT 14 2003

Li-39126 Pa-1  
203600833 10/14/2003  
Bernard J. Youngblood  
Wayne Co. Register of Deeds

\$192.00 DEED  
Receipt #220223

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

\$6.00 RECONUMENTATION

**MASTER DEED**

**BELLA VISTA**

**THIS MASTER DEED** is made and executed on this 16<sup>th</sup> day of September, 2003, by BELLA VISTA DEVP., LLC, (the "Developer"), a Michigan limited liability company, whose principal office is 7440 Salem Road, Northville, MI 48167, pursuant to the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), MCLA 559.101 et seq., MSA 26.50(101) et seq., (hereinafter the "Act").

**WITNESSETH:**

**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, which are hereby incorporated by reference, to establish the real property more particularly described in Article II of this document and the improvements and appurtenances now and in the future located thereon as a residential Condominium Project under the provisions of the Act.

**NOW THEREFORE**, upon recording of this Master Deed, the Developer establishes Bella Vista as a Condominium Project under the Act (sometimes referred to herein as the "Condominium Project" or "Project") and declares that the Condominium Project shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, and used subject to the Act and to the conditions stated in this Master Deed, all of which shall run with the land and burden and benefit the Developer, its successors and assigns, and any persons acquiring or owning an interest in the real property and their grantees, successors, heirs, executors, administrators, and assigns; and

**PROVIDED FURTHER**, the Condominium Project shall be established in accordance with the following terms, conditions and covenants.

**ARTICLE I  
TITLE AND NATURE**

The Condominium Project shall be known as Bella Vista, Wayne County

EXAMINED AND APPROVED  
DATE OCT 14 2003

BY *[Signature]*

DANIEL P. LANE  
PLAT ENGINEER  
Wayne County

*[Signature]* Clerk  
WAYNE COUNTY TREASURER

*[Signature]*  
D.M.A. 192106 (2003)

Subdivision Plan No. 728 and is established pursuant to and in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions, area and volume of each Unit, are set forth completely in the Condominium Subdivision Plan attached to this Master Deed as Exhibit B. Each Unit is capable of individual utilization by virtue of having its own entrance from and exit to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have an undivided and inseparable right to share with other Co-owners the General Common Elements of the Condominium Project.

## ARTICLE II LEGAL DESCRIPTION

The land upon which the Condominium Project is situated and which is submitted for condominium ownership pursuant to the Act, is located in Northville Township and is described as follows:

Commencing at the North  $\frac{1}{4}$  corner of Section 9, T1S, R8E, Northville Township, Wayne County, Michigan; thence S89°11'09"W 1097.65 feet (recorded as S89°10'20"W 1092.64 feet) along the North line of said Section 9 and the centerline of Seven Mile Road (Variable Width) for a **PLACE OF BEGINNING**; thence S00°01'23"E 109.95 feet; thence 55.85 feet along the arc of a 970.00 foot radius circular curve to the left, chord bearing S01°40'21"E 55.84 feet; thence S03°19'20"E 86.21 feet; thence 61.72 feet along the arc of a 1030.00 foot radius circular curve to the right, chord bearing S01°36'19"E 61.71 feet; thence S00°06'41"W 96.77 feet; thence S00°37'47"W 66.07 feet; thence 115.57 feet along the arc of a 1030.00 foot radius circular curve to the right, chord bearing S03°50'42"W 115.50 feet; thence S07°03'34"W 107.01 feet; thence 20.70 feet along the arc of a 1970.00 foot radius circular curve to the left, chord bearing S06°45'30"W 20.70 feet; thence N89°31'23"E 141.14 feet; thence S00°01'23"E 730.75 feet (recorded as S00°48'56"E); thence S89°12'03"W 353.98 feet (recorded as West and S89°11'59"W) along the North line of Pickford Meadow Subdivision as recorded in Liber 103 of Plats, Page 97, Wayne County Records; thence N00°11'48"W 102.26 feet (recorded as N00°36'30"W 102.23 feet and N00°11'48"W) along the East line of Fox Hollow Subdivision as recorded in Liber 108 of Plats, Page 34, Wayne County Records; thence N00°09'19"E 349.87 feet (recorded as N00°10'20"E and N00°09'19"E) along the East line of said Fox Hollow Subdivision; thence S89°03'05"W 100.00 feet (recorded as S89°02'29"W and S89°03'05"W) along the North line of said Fox Hollow Subdivision and its Westerly extension thereof; thence N00°10'56"E 150.00 feet (recorded as N00°10'20"E); thence S89°03'05"W 400.70 feet (recorded as S89°02'29"W); thence N00°09'38"E 393.72 feet (recorded as N00°08'49"E 393.74 feet); thence N89°11'09"E 500.27 feet (recorded as N89°10'20"E) along the South line of Elizabeth Towne Subdivision as recorded in Liber 99 of Plats, Page 11, Wayne County Records, and its Westerly extension thereof; thence N00°09'49"E 455.00 feet (recorded as N00°10'20"E

and N00°09'00"E) along the East line of said Elizabeth Towne Subdivision; thence N89°11'09"E 225.32 feet (recorded as N89°10'20"E) along the North line of said Section 9 and the centerline of said Seven Mile Road to the Place of Beginning, containing 14.56 acres of land, more or less, being subject to the rights of the public over the Northerly 33.00 feet thereof as occupied by said Seven Mile Road, being subject to other easements and restrictions of record, if any.

### ARTICLE III DEFINITIONS

Certain terms are used not only in this Master Deed and Exhibits A and B, and are or may be used in various other documents such as, by way of example and not limitation, the Articles of Incorporation; the Association Bylaws; the rules and regulations, if any, of the Bella Vista Condominium Association; and deeds, mortgages, liens, land contracts, easements, and other documents affecting interests in Bella Vista. As used in such documents, the following definitions apply unless the context otherwise requires:

1. "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.
2. "Association" is the Bella Vista Condominium Association, a nonprofit corporation organized under Michigan law of which all Co-owners shall be members. This corporation shall administer and maintain the Condominium Project. Any action required of or permitted to the Association may be carried out by its Board of Directors unless it is specifically reserved to its members by the Condominium Documents or Michigan law.
3. "Bylaws" are the corporate bylaws of the Association organized to maintain and administer the Condominium Project, and stating the substantive rights and obligations of the Co-owners. The Bylaws are attached hereto as Exhibit A, to be recorded as required by the Act. The Bylaws shall constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.
4. "Common Elements", if used without modification, means the part of the Condominium Project other than the Condominium Units, including all General Common Elements described in Article IV.
5. "Condominium Documents" means this Master Deed and all exhibits recorded pursuant to the Act and any other documents referred to in this document, including but not limited to the Articles of Incorporation and any rules and regulations that affect the rights and obligation of a Co-owner in the Condominium Project, as the same may be amended from time to time.
6. "Condominium Project" or "Condominium" or "Project" shall mean Bella Vista, and shall consist of the real estate more particularly described in Article II, which shall be

established as a Condominium Project in conformity with the provisions of the Act.

7. "Condominium Subdivision Plan" or "Plan" means Exhibit B attached hereto.

8. "Condominium Unit" or "Unit" means that part of the Condominium Project designed and intended for separate ownership and use, as described in this Master Deed 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.

9. "Co-owner" means a person, a firm, a corporation, a partnership, a limited liability company, an association, a trust, or another legal entity (or any combination) who owns one or more Unit in the Project. All tenants and other occupants of the Project shall be Co-owners only to the extent that they own one or more Units in the Project.

10. "Consolidating Master Deed" means the final amended Master Deed which shall describe Bella Vista as a completed Condominium Project and shall reflect the entire land area either added to or withdrawn from the Condominium Project from time to time under Articles VII and VIII hereof, and all Units and Common Elements therein, and which shall express percentages of value pertinent to each Unit as finally readjusted. Such Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed for the Condominium Project and all amendments thereto.

11. "Developer" means Bella Vista Devp., LLC, a Michigan limited liability company, which has made and executed this Master Deed, as well as its successors and assigns. All development rights reserved to Developer herein are assignable in writing; provided, however, that conveyances of Units by Developer, including the conveyance of Units to a "successor developer" pursuant to Section 135 of the Act, shall not serve to assign Developer's development rights unless the instrument of conveyance expressly so states.

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

13. "First Annual Meeting" means the initial meeting at which non-Developer Co-owners are permitted to vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after 50% of the Units which may be created are sold, or (b) mandatorily after the elapse of 54 months from the date of the first Unit conveyance, or (c) mandatorily within 120 days after 75% of all Units which may be created are sold, whichever occurs first.

14. "Lakefront Unit" means a Unit which is immediately adjacent to Elizabeth Lake.

The Lakefront Units consist of Units 4 through 8, inclusive.

15. "Township" means The Township of Northville, Wayne County, Michigan. Where Township approval is required under this document, it shall be granted by the Northville Township Planning Commission, or its designee.

16. "Transitional Control Date" means the date when a Board of Directors for 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.

Whenever a reference is made in this document to the singular, a reference shall also be included to the plural if appropriate and whenever reference is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate.

#### ARTICLE IV COMMON ELEMENTS

The Common Elements of the Project as depicted in Exhibit B and the respective responsibilities for their maintenance, decoration, repair, and replacement are as follows:

1. General Common Elements. The General Common Elements are:
  - a. Land. The real property (excluding any thereof included in the Units described on Exhibit B) and any beneficial easements, if any, described in Article II, including any roads, parking areas, walks and landscaped areas, except to the extent any of the foregoing are designated herein or in Exhibit B as Limited Common Elements.
  - b. Electrical. The electrical transmission system throughout the Project up to the point of lateral connection for Unit service which is located at the boundary of the Unit, together with common lighting for the Project, if any.
  - c. Telephone. The telephone system throughout the Project up to the point of lateral connection for Unit service which is located at the boundary of the Unit.
  - d. Cable Television. The cable television wiring network throughout the Project, up to the point of lateral connection for Unit service which is located at the boundary of the Unit.
  - e. Gas. The gas distribution system, if any, throughout the Project, up to the point of lateral connection for Unit service which is located at the boundary of the Unit.



f. Telecommunication. The telecommunications systems wiring network throughout the Project, up to the point of lateral connection for Unit service which is located at the boundary of the Unit.

g. Water. The water distribution system, not owned by public authority up to the point of lateral connection for Unit service which is located at the boundary of the Unit.

h. Easements. All beneficial easements referred to in Article II of this Master Deed.

i. Storm Drainage System. The storm drainage system including as shown on Exhibit B, including all detention areas, drainage easements, and storm sewers.

j. Sanitary Sewer System: The sanitary sewer system not owned by public authority to the point where the service is stubbed for gravity connection for Unit Service.

k. Roads. All roadways, streets, medians, sidewalks, boardwalks, walking paths and bike paths, if any, and common parking areas within the Project, except drives and parking areas located within the boundaries of the Units and except boardwalks and walking paths located within the Convertible Area which the Developer designates as Limited Common Elements in one or more amendments to this Master Deed.

l. Other. Such other elements of the Project that are not enclosed within the boundaries of a Condominium Unit and that are intended for common use or are necessary for the existence, upkeep, or safety of the Project, including, but not limited to any entrance markers and signs for the Project, landscaping berms, trees and plantings within the Condominium Project, but excluding any landscaping berms, trees and plantings within any Unit.

Some or all of the utility and cable television lines, systems (including water, sewer and watermains), and equipment may be owned by the local public authority or by a utility or cable television company that is providing the pertinent service. Accordingly, such lines, systems, and equipment shall be General Common Elements only to the extent of the Co-owners' interest in them, if any, and the Developer makes no warranty with respect to the nature or extent of such an interest.

2. Limited Common Elements. Limited Common Elements are the areas depicted on Exhibit B as Limited Common Elements and are limited in use to the Owners of the Units to which such Limited Common Elements are assigned on the Plan. The Limited Common Elements are:

a. Boat Docks. Any seasonal boat docks installed by the Co-owners of

Lakefront Units pursuant to Article VI of the Bylaws shall be limited in use to the Co-owners of the Units to which they are assigned by designation in Condominium Subdivision Plan attached hereto as Exhibit B.

3. Responsibilities. Responsibilities for cleaning, decorating, maintaining, repairing, and replacing the Common Elements are as follows:

a. Co-owner Responsibility for Units and Improvements Within Units. It is anticipated that separate residential dwellings will be constructed within the Units depicted on Exhibit B together with various improvements and structures which are appurtenant to such dwellings. Except as otherwise expressly provided in this Master Deed or the Bylaws, the responsibility for and the cost of maintenance, decoration, repair and replacement of any dwelling any structures and improvements within a Unit shall be borne by the Co-owner of such Unit. However, under Article VI of the Bylaws, a Co-owner shall not commence the construction of a dwelling or other structures or perform any additions or alterations to his dwelling or structures (other than interior alterations) unless the plans and specifications for such construction has been approved in writing by the Developer during the Construction and Sales Period and thereafter by the Association.

b. Utility Services. Each Co-owner will be solely responsible for arranging for and paying all costs in connection with the extension of utilities by laterals from the mains to the dwellings or other structures located within the Units. All costs of electricity, natural gas, cable television, telephone and any other utility services shall be borne by the Co-owner of the Unit to which the services are furnished. All utility meters, laterals and leads shall be maintained, repaired and replaced at the expense of the Co-owner whose Unit they service, except to the extent that such expenses are borne by a utility company or public authority, and the Association shall have no responsibility with respect to such maintenance, repair or replacement.

c. Lawn and Landscaping Maintenance within Units and Limited Common Elements. The cost of maintaining, repairing or replacing individual lawns and all landscaping within a Unit shall be borne by the Co-owner of the Unit and shall be maintained pursuant to the approved landscape plan on file with the Township. In connection with any amendment made by the Developer pursuant to Articles VII, VIII or X of this Master Deed, the Developer may designate additional Limited Common Elements that are to be maintained, repaired and replaced at Co-owner expense or, in proper cases, as Association expense. Any fertilizer used on any Unit shall be phosphate free and no chemical fertilizer shall be used on any Unit.

d. Boat Docks. The responsibility for the cost of installing, maintaining, repairing and replacing any boat dock that is appurtenant to a Lakefront Unit shall be borne by the Co-owner of the applicable Lakefront Unit.

e. Private Roads. The private roads as shown on the Condominium Subdivision Plan will be maintained (including, without limitation, snow removal), replaced, repaired, and resurfaced as necessary by the Association. The Members of the Association acknowledge that the owner of the adjacent property to the east with approximately 2 acres with frontage along Seven Mile shall have use of the Bella Vista Court private road, and such owner shall not have any responsibility for the maintenance of the private road. Upon sale of said adjacent property by said owner, the curb cut being used by said owner shall be removed and replaced (and any damaged landscaping shall be repaired) by the Association with a new contiguous curb without any curb cut and no further use shall be allowed by said adjacent property owner. The Association shall budget for said replacement of curb based upon said replacement occurring within 6 years from the date this Master Deed was first recorded. It is the Association's responsibility to inspect and to perform preventative maintenance of the condominium roadways on a regular basis in order to maximize their useful life and to minimize repair and replacement costs. In the event that the Association fails to provide adequate maintenance, repair, or replacement of the herein mentioned private roads, the Township 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 tax roll.

f. Storm Sewer System. The cost of maintenance, repair and replacement of the storm sewer system as depicted on the Condominium Subdivision Plan, including, without limitation, the detention facilities shall be borne by the Association. In the event that the Association fails to provide adequate maintenance, repair or replacement of the storm sewer system, the Township 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 tax roll.

#### 4. Remaining Common Elements:

a. The cost of cleaning, decoration, maintenance, repair and replacement of all other Common Elements, including the street trees and greenbelt landscape, shall be borne by the Association, except to the extent of repair or replacement is due to the act or neglect of a Co-owner or his or her agent, employee, contractor, invitee, family member or pet.

5. Responsibilities for areas other than Common Elements:

a. Unit owners shall be responsible for the maintenance, repair and replacement of all Residences, structures and improvements, and the maintenance and mowing of all yard areas situated within the boundaries of a Unit; provided, that the exterior appearance of all such Residences structures, improvements and yard areas (to the extent visible from any other Unit or Common Element), shall be subject at all times to the approval of the Association and to such reasonable aesthetic and maintenance standards as may be prescribed by the Association in duly adopted rules and regulations.

b. The sidewalk along Seven Mile Road, although not within the Condominium Subdivision Plan shall be maintained by the Association in accordance with the sidewalk maintenance agreement entered between the Developer and the Township.

c. The cost of and responsibility for the maintenance of the trees located on the adjacent property to the east of the Project shall be borne by the Association, provided, however, the responsibility for the replacement of any newly planted trees shall be limited to 1 year.

d. While it is intended that each Co-owner will be solely responsible, except as noted above, for the performance and cost of the maintenance, repair and replacement of the residence and all other appurtenances and improvements constructed or located within a Unit, it is nevertheless a matter of concern that a Co-owner may fail to properly maintain the exterior of his or her residence, or improvements appurtenant thereto in a proper manner and in accordance with the standards set forth by the Association.

In the event a Co-owner fails, as required by this Master Deed, the By-laws or any rules or regulations promulgated by the Association, to properly and adequately landscape, repair, replace or otherwise maintain his Unit or any Residence, improvement or appurtenance located therein, the Association (and/or the Developer during the Construction and Sales Period), shall have the right but not the obligation, to undertake such reasonably uniform, periodic exterior maintenance functions with respect to Residences, yard areas or other improvements constructed or installed within any Unit boundary as it may deem appropriate (including without limitation painting or other decoration, lawn mowing, snow removal, tree trimming and replacement of shrubbery and other plantings).

Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or Developer's) right to take any such action at a future 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 a Co-owner shall be charged to the affected Co-owner or Co-owners on a reasonably uniform basis and collected in accordance with the assessment

procedures established by the Condominium Bylaws. The lien for nonpayment shall attach to any such charges as in all cases of regular assessments and 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 assessment, including without limitation, legal action, foreclosure of the lien securing payment and the imposition of fines.

6. Use of Units and Common Elements. Each Unit shall only be used for residential purposes. All residences, structures and other improvements constructed in the Unit shall comply with the terms, provisions and conditions of this Master Deed and the Condominium Bylaws. No Co-owner or person shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his or her Unit or the Common Elements.

## **ARTICLE V DESCRIPTIONS AND PERCENTAGES OF VALUE OF CONDOMINIUM UNITS**

1. Description of Units. The Condominium Project consists of 13 Units. Each Unit in the Condominium Project is described in the Condominium Subdivision Plan attached hereto as Exhibit B. Each Unit shall include all of the land located within the Unit boundaries, as depicted on Exhibit B hereto together with all appurtenances thereto. Within, above and beneath the surface of such Unit, there may be constructed improvements as permitted by the By-laws and rules and regulations of the Association and local codes and ordinances.

2. Percentage of Value. The percentage of value for each Unit shall be equal and each Unit shall equal 1/13%. The determination that the percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the Project and concluding that there are no material differences among the Units where the allocation of percentage 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 the Association's administration and the value of each Co-owner's vote at meetings of the Association of Co-owners. The total value of the Project is 100%.

## **ARTICLE VI EASEMENTS**

1. Reservation of Easements for Developer. The Developer reserves nonexclusive easements for the benefit of itself and its successors and assigns to use, at any time without charge other than the reasonable cost of work performed, utilities consumed, or maintenance required as a direct result of such use, (a) for the unrestricted use of all roads, driveways, and walkways in the Condominium Project for the purpose of

ingress and egress to and from any part of the land described in Article II and (b) to use, tap into, tie into, extend, or enlarge all utility lines and mains, public and private as well as any retention or detention basins, located on the land described in Article II.

The Developer further reserves the right at any time to grant easements for utilities, over, under and across the Condominium Project to appropriate governmental agencies or public utilities companies and to transfer title to utilities to governmental agencies or to utilities companies and to grant to the Michigan Department of Environmental Quality a perpetual easement for conservation purposes over the wetlands areas designated as General Common Elements on Exhibit B. Any such easement or transfer of title may be made by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the appropriate real estate recording office. 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 easement or transfer of title.

2. Wetland Areas. The wetland areas shown on the Condominium Subdivision Plan are subject to a conservation and preservation easement whereby the Association and all Owners shall refrain from altering the topography of, placing fill material in, dredging, removing or excavating any soil materials from, draining surface water from, constructing or placing any structure on, plowing, tilling, cultivating, or otherwise altering or developing the wetlands area. The purpose of this restriction is to maintain the wetlands in their natural and undeveloped condition. The Association may assess fines for the violation of this Article as provided herein. The Association shall maintain all wetlands shown on the Condominium Subdivision Plan in their natural and undeveloped condition, including any portion of the wetlands that are located within a Unit. The purpose of any such maintenance is to preserve the natural character of any wetlands and their continuing functioning.

3. Easements for Maintenance of Encroachments. If any portion of any Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling, or moving of a building, or due to survey errors or construction deviations, reconstruction or repair, reciprocal easements shall exist for the maintenance of such encroachment for as long as such encroachments exists, and for the maintenance thereof after rebuilding in the event of any destruction. There shall be permanent, non-exclusive easements to, through and over those portions of the Units and the land, structures and improvements contained therein for the installation, maintenance and servicing of all utilities in the Condominium, including, but not limited to, lighting, heating, power, sewer, water, communications, telephone and cable television lines.

4. Grant of Easement For the Benefit of Co-owners. Each Unit Co-owner shall have an easement over the Common Elements to utilize, tap, tie into and extend such utilities as may be necessary for the reasonable use of its Unit and its appurtenances from time to time. To the extent that this easement right is exercised by any Co-owner,

such Co-owner shall pay the costs of such additional utilization, tapping, tying into or extension and to restore the Condominium Project to a state reasonably approximating their condition prior to such exercise.

5. Association and Developer Easement for Maintenance, Repair, Replacement and Decoration. The Developer, the Association and all public or private utilities 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 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. The foregoing easements include, without limitation, the right of the Association to obtain access to Units during reasonable hours and upon reasonable notice, for purposes of inspecting the dwelling constructed on a Unit and/or its appurtenant Limited Common Elements to ascertain that they have been designed and constructed in conformity with standards imposed and/or specific approvals granted by the Developer (during the Construction and Sales Period) and thereafter by the Condominium Association.

6. 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 easements, licenses, rights-of-entry and rights-of-way over, under and across the Common Elements for utilities purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium or for the benefit of any other land described in Article VI hereof; subject, however, to the approval of the Developer during the Construction and Sales Period. No easements created under the Condominium Documents may be modified, nor may any of the obligations with respect to such easements be varied, without the consent of each person benefitted or burdened thereby.

7. Drainage Easements. There shall exist for the benefit of the Association and the Owners of the Units that utilize the various drainage areas located throughout the Condominium, easements over those Units on which the drainage areas are located for the purpose of providing storm water drainage and retention or detention. The location of the drainage areas are depicted on the Condominium Subdivision Plan together with a reference to the Units so utilizing each respective area. The easements herein reserved shall also include any storm drainage lines that are utilized by more than one Unit. No Co-owner shall disturb the grade or otherwise modify the areas within such easements in anyway so that the storm water drainage designed for the Condominium Premises shall be unimpeded. Each Co-owner shall, however, be solely responsible for installing, maintaining, repairing, and replacing landscaping materials located within the storm drainage easement areas lying within such Co-owner's Units. The Association shall be responsible for administering the maintenance and repair of all storm water drainage easements and shall assess the Owners for their proportionate amount in the same manner as it reserved in the Bylaws. In the event the Association fails to administer the maintenance and repair of the storm water drainage easement, then the Township shall

have the same rights as provided in Article IV, Section 3(e).

8. Right to Dedicate. The Developer reserves the right at any time during the Construction and Sales Period, and the Association shall have the right thereafter, to dedicate to the public a right-of-way or right of ways of such width as may be required by the local public authority over any or all of the roadways in Bella Vista, 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, and properly recorded. All of the Co-owners and mortgagees of the 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.

9. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Construction and Sales Period, shall have the power to 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 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 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 which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing any telecommunications related equipment or improvements 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.

10. Emergency Vehicle Access Easement. There shall exist for the benefit of the Township or any emergency service agency, an easement over all roads in the Condominium Project for use by the Township and/or emergency vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulances and rescue services and other lawful governmental or private emergency services to the Condominium Project and Co-Owner thereof. This grant of easement shall in no way be construed as a dedication of any streets, roads, or driveways to the public. There shall not be allowed any gates, fences or security guard posts or any other like features of a gated community at any points of ingress or egress into the Condominium Project.

As long as the Developer owns at least one Unit in the Project, it shall be subject to the provisions of this Master Deed.



**ARTICLE VII**  
**EXPANSION OF CONDOMINIUM AND/OR REDEFINITION OF UNITS**

1. Area of Future Development. The Condominium Project established pursuant to the initial Master Deed of Bella Vista and consisting of 13 Units is intended to be the first stage of an Expandable Condominium under the Act to contain in its entirety a potential maximum of an additional 3 Units. Additional Units, if any, will be established upon all or some portion or portions of the following described land:

Commencing at the North  $\frac{1}{4}$  corner of Section 9, T1S, R8E, Northville Township, Wayne County, Michigan; thence S89°11'09"W (recorded as S89°10'20"W) 972.64 feet along the North line of said Section 9 and the centerline of Seven Mile Road (Variable Width) for a **PLACE OF BEGINNING**; thence S00°01'23"E (recorded as S00°48'56"E) 718.95 feet; thence S89°31'23"W 141.14 feet; thence 20.70 feet along the arc of a 1970.00 foot radius non-tangential circular curve to the right, chord bearing N06°45'30"E 20.70 feet; thence N07°03'34"E 107.01 feet; thence 115.57 feet along the arc of a 1030.00 foot radius circular curve to the left, chord bearing N03°50'42"E 115.50 feet; thence N00°37'47"E 66.07 feet; thence N00°06'41"E 96.77 feet; thence 61.72 feet along the arc of a 1030.00 foot radius circular curve to the left, chord bearing N01°36'19"W 61.71 feet; thence N03°19'20"W 86.21 feet; thence 55.85 feet along the arc of a 970.00 foot radius circular curve to the right, chord bearing N01°40'21"W 55.84 feet; thence N00°01'23"W 109.95 feet; thence N89°11'09"E 125.01 feet (recorded as N89°10'20"E 120.00 feet) along the North line of said Section 9 and the centerline of said Seven Mile Road to the Place of Beginning, being part of the Northwest  $\frac{1}{4}$  of said Section 9, containing 2.03 acres of land, more or less, being subject to the rights of the public over the Northerly 33.00 feet thereof as occupied by said Seven Mile Road, being subject to other easements and restrictions of record, if any.

2. Increase in Number of Units. Any other provisions of this Master Deed notwithstanding, the number of Units in the Project may, at the option of the Developer from time to time, within a period ending no later than six years from the date of recording this Master Deed, be increased by the addition to this Condominium of any portion of the area of future development and the establishment of a Unit or Units thereon. The location, nature, appearance, design (interior and exterior) and structural components of the buildings and other improvements to be constructed within the area of future development shall be determined by the Developer in its sole discretion, but all such improvements shall be reasonably compatible with the existing structures in the Project,

as determined by the Developer in its sole discretion.

3. Expansion Not Mandatory. Nothing herein contained shall in any way obligate the Developer to enlarge the Condominium Project beyond the phase established by this Master Deed or any subsequent enlargements thereof and the Developer may, in its discretion, establish all or a portion of the area of future development as a multi-family residential development, a separate Condominium Project (or projects) or any other form of development permitted under the ordinances of Northville Township. There are no restrictions on the election of the Developer to expand the Project other than as explicitly set forth herein. There is no obligation on the part of the Developer to add to the Condominium Project all or any portion of the area of future development described in this Article VII, nor is there any obligation to add portions thereof in any particular order, nor to construct particular improvements thereon in any specific locations.

4. Redefinition of Units. The Developer may, from time to time within a period ending no later than six years from the date of recording this Master Deed, amend this Master Deed to redefine, by division or combination, and renumber any or all Units shown on the Condominium Subdivision Plan so long as the Developer owns the same. In connection with any such redefinition, it shall be permissible for the Developer to increase or decrease the number of Units set forth in Articles VII and IX as the same may be amended from time to time. Likewise, it shall be permissible for the Developer, in connection with any such redefinition, division or combination, to define and create separately conveyable, three-dimensional air-space Units within building structures. The purpose of any redefinition referred to above shall be to enable the Developer to define Units of a marketable or conveniently financeable size or for any other purpose, in Developer's discretion. In connection with any such redefinition of Units, the Developer shall have all of the rights set forth in Article VII of this Master Deed. Unit boundaries may also be relocated, and Units may be subdivided, by Co-owners and the Association in accordance with the provisions of Section 48 and 49 of the Act; provided, however, that any subdivision of Units or relocation of Unit boundaries during the Development and Sales Period shall require the written consent of the Developer together with the approval of the City. Any variance from a City ordinance or regulation required by a Co-owner, whether as part of the reconfiguration of boundaries or otherwise shall also, during the Development and Sales Period, require the prior written approval of the Developer.

## ARTICLE VIII CONVERTIBLE AREA

1. Designation of Convertible Area. The Common Elements and all unsold Units have been designated on the Condominium Subdivision Plan as Convertible Areas within which the unsold Units and Common Elements may be modified and within which unsold Units may be expanded, moved, deleted and created as provided in this Article. The Developer reserves the right, but not an obligation, to convert the Convertible Areas.

2. Restricted Use. All improvements constructed or installed within the

Convertible Areas described above shall be restricted exclusively to residential use and to such Common Elements as are compatible with residential use. There are no other restrictions upon such improvements except those which are imposed by state law, local ordinances or building authorities.

## ARTICLE IX CONTRACTION OF CONDOMINIUM

1. Right of Contract. As of the date this Master Deed is recorded, the Developer intends to establish a Condominium Project consisting of up to 13 Units on the land described in Article II hereof all as shown on the Condominium Subdivision Plan. Developer reserves the right, however, to establish a Condominium Project consisting of fewer Units than described above and to withdraw from the Project, on any one or more occasions and without restriction as to continuity or order, all or any portion of the land that previously has been incorporated in the Condominium Project. Therefore, notwithstanding anything to the contrary contained in the other provisions of this Master Deed, the number of Units in this Condominium Project may, at the option of the Developer, from time to time, within a period ending no later than 6 years from the date of recording this Master Deed, be contracted to any number determined by the Developer in its sole judgement, but in no event shall the number of Units be less than 2 Units. The Developer's right to contract the Condominium shall be subject in all respects to the approval of Township.

2. Withdrawal of Land. In connection with such contraction, the Developer unconditionally reserves the right to withdraw from the Condominium Project such portion or portions of the land described in Section 1 of this Article, provided such land is not reasonably necessary to provide access to or otherwise serve the Units included in the Condominium Project as so contracted. Developer reserves the right to use the portion of the land so withdrawn to establish, in its sole discretion, a separate Condominium Project (or projects) or any other form of development, subject to the approval of Township. Developer further reserves the right, subsequent to such withdrawal but prior to six years from the date of recording this Master Deed, to expand the Project as so reduced to include all or any portion of the land so withdrawn.

## ARTICLE X OPERATIVE PROVISIONS

Any expansion or contraction in the Project pursuant to Articles VII, VIII or IX above shall require the approval of the Township and shall in addition be governed by the provisions set forth below.

1. Amendment of Master Deed and Modification of Percentages of Value. Such expansion or contraction of this Condominium Project or redefinition 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 discretion of the Developer and in which the percentages of value set forth in Article V

hereof shall be proportionately readjusted in order to preserve a total value of 100% for the entire Project resulting from such amendment or 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 as set forth in Article V, Section 2 of this Master Deed.

2. Redefinition of Common Elements and Other Provisions. Such amendment or amendments to the Master Deed shall also contain such further definitions and redefinitions of General Common Elements as may be necessary to adequately describe, serve and provide access to the additional parcel or parcels or Unit or Units being added to (or withdrawn from) the Project by such amendment or resulting therefrom. Such amendment or amendments shall require the approval of the Township. In connection with any such amendment(s), 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, sidewalks and parking areas in the Project to any roadways, sidewalks and parking areas that may be located on, or planned for the area of future development or the contractible area, as the case may be, and to provide access to any Unit that is located on, or planned for the area of future development or the contractible area from the roadways, sidewalks and parking areas located in the Project. Developer shall also have the right to modify the provisions of this Master Deed and the Bylaws attached hereto as may be reasonably necessary to effectuate the redefined Units, whether the same be land Units or airspace Units.

3. Consolidating Master Deed. A Consolidating Master Deed shall 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.

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 Article 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 rerecording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

## ARTICLE XI AMENDMENTS AND TERMINATION

This Master Deed, the Bylaws (Exhibit A to this Master Deed) and the Condominium Subdivision Plan (Exhibit B to this Master Deed) may be amended with the consent of 66-2/3% of the Co-owners except as hereinafter set forth:

1. Co-owner Consent. No Unit dimension may be modified in any material respect without the consent of the Co-owner and Mortgagee of such Unit nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material respect without the written consent of the Co-owner and mortgagee of any Unit to which such Limited Common Elements are appurtenant, except as otherwise expressly provided to the contrary in this Master Deed or Bylaws.

2. By Developer. In addition to the rights of amendment provided to the Developer in the various Articles of this Master Deed, the Developer may, within 2 years following the expiration of the Construction and Sales Period, and without the consent of any Co-owner, mortgagee or any other person, amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit B in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit A that do not materially affect the rights of any Co-owners and mortgagees in the Project, including, but not limited to, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners and to enable the purchase of insurance of such mortgage loans.

3. Developer Approval. During the Construction and Sales Period, the Condominium Documents shall not be amended nor shall the provisions thereof be modified in any way without the prior written consent of the Developer.

## ARTICLE XII DEVELOPER'S RIGHT TO USE FACILITIES

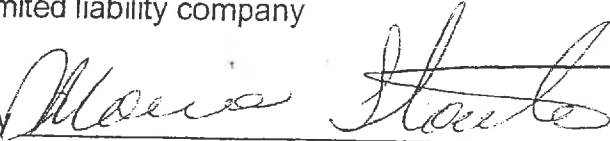
The Developer, its successor and assigns, agents and employees may, at all times that Developer continues to own any Units, maintain offices, model dwellings, parking, storage areas and other facilities within the Condominium Project as it deems necessary to facilitate the development and sale of the Project. Developer shall have such access to, from and over the Project as may be reasonably necessary to enable the development and sale of the Condominium Project. Developer shall restore the facilities utilized by Developer to habitable status upon termination of such use.

## ARTICLE XIII 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 the Developer to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the office of the Wayne County Register of Deeds.

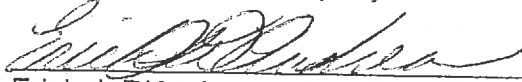
BELLA VISTA DEVP., LLC, a Michigan limited liability company

By 

Maria Stante  
Its: Authorized Member

STATE OF MICHIGAN     )  
  )ss  
COUNTY OF WAYNE     )

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of September, 2003, by Maria Stante, an Authorized Member of Bella Vista Devp., LLC, a Michigan limited liability company, on behalf of said Company.

  
Erich J. D'Andrea, Notary Public  
Wayne County, Michigan  
My Commission Expires: 1-24-06

Master Deed drafted by and when recorded return to:

Erich J. D'Andrea, Esq.  
Brashear, Tangora, Gallagher  
Creighton & Amann, LLP  
33300 Five Mile Rd.  
Suite 210  
Livonia, MI 48154

**EXHIBIT A****BELLA VISTA CONDOMINIUMS****BYLAWS****ARTICLE I****ASSOCIATION OF CO-OWNERS**

**BELLA VISTA CONDOMINIUMS**, a residential Condominium Project located in the Township of Northville, Wayne County, Michigan, shall be administered by an Association of Co-owners known as **BELLA VISTA CONDOMINIUM ASSOCIATION**, 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 53 of the Act and the Bylaws provided for under the Michigan Non-profit 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 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 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 Condominium Documents. The purpose of these Condominium Bylaws is to govern the administration, maintenance, operation, construction and future use of the condominium.

**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:

1. Assessments for Common Elements. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the General 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 General 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.

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

a. Regular Assessment and Budget. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium 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 monthly payments as set forth in Section 3 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 non-cumulative 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 Board of Directors, copies of the budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget, although the delivery of a copy of the budget to each Co-owner shall not affect or in any way diminish the liability of any Co-owner for any existing or future assessments. The annual assessments as determined and levied shall constitute a lien against all Units as of the 1<sup>st</sup> day of the year to which the assessments relate. Should the Board of Directors at any time determine, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, (2) to provide for the replacement of existing Common Elements, (3) to provide additions to the Common Elements not exceeding \$3,000.00 annually for the entire Condominium Project, or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment of assessments as it shall deem to be necessary. The Board of Directors also shall have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 4 hereof. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or the members thereof.

b. Special Assessments. Special assessments, in addition to those required in subparagraph (a) above, may be made by the Board of Directors from



time-to-time and approved by the Co-owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of a cost exceeding \$3,000.00 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 Board of Directors) shall not be levied without the prior approval of more than 60% of all Co-owners in value. 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 the members thereof. This Section shall not apply to special assessments levied by the Township pursuant to the applicable provisions of the Master Deed and these Bylaws.

c. Remedial Assessments. If any Co-owner fails to properly maintain, repair or replace any Limited Common Element which is appurtenant to his Unit, which failure, in the opinion of the Board of Directors adversely affects the appearance of the Condominium Project as a whole, or the safety, health or welfare of the other Co-owners of the Condominium Project, the Association may, following notice to such Co-owner, take any actions reasonably necessary to maintain, repair or replace the applicable Limited Common Element, and the cost thereof shall be assessed against the Co-owner who has the responsibility under the Master Deed or these Bylaws to maintain such Limited Common Element.

d. Working Capital Contribution. Any Co-owner who acquires a Unit from the Developer, shall pay to the Association, on the date said Unit is conveyed to the Co-owner, an amount equal to 2 monthly installments of the then current annual assessment, which sum constitutes a one-time non-refundable contribution to the Association's working capital account.

3. Apportionment of Assessments and Penalty for Default. Unless otherwise provided herein or in the Master Deed, 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 the percentage of value allocated to each Unit in Article V of the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with Article II, Section 2(a), above, shall be due as of the first day of each fiscal year and may be payable Co-owners in 12 equal monthly installments due on the first day of each calendar month, 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.

4. Penalties for Default. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due

date for such payment. Each installment in default shall bear a late charge as follows: \$5.00 for tardiness of 6 to 10 days; \$20.00 for tardiness of 11 to 15 days; \$30.00 for tardiness of 16 to 20 days and \$50.00 for tardiness of 20 days to one month. The determination of tardiness shall be as of the date received by the Association. The Association may, pursuant to Article XI, Section 3 hereof, levy fines for the late payment in addition to such late charge, including the assessment of fines for chronic or continuing late payment of assessments. Each Co-owner (whether 1 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, including 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 shall actually take 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 attorneys' 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.

5. Liens for Unpaid Assessments. Sums assessed to the Association which remain unpaid, including but not limited to regular assessments, special assessments, fines and late charges, 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.

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 any of the Common Elements or by the abandonment of his Unit.

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 and/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 7 days 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 in 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 nonpayment of assessments in accordance with the provisions of Article XVIII (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 provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-owner and every other person who from time to time has any interest in the 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.

c. Notices 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 10 days after mailing, by first class mail, postage pre-paid, addressed to the delinquent Co-owner(s) at his or their last known address, of 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 (10) days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. Such affidavit shall be recorded in the office of the Register of Deeds in the county in which the Project is located prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the 10 day period, the

Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the 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 assessment, including interest, costs, actual attorneys' 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 the Unit.

8. Liability of Mortgagees. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro-rata reallocation of such assessments or charges to all Units including the mortgaged Unit).

9. Developer's Responsibility for Association Maintenance Assessments. As used in this Section, the term "completed residence" shall mean a Condominium Residence which has been issued a temporary or final certificate of occupancy by the Township. Even though a member of the Association, the Developer shall not be responsible, at any time, for payment of the monthly Association assessments for units owned by it. However, the Developer shall pay a proportionate share of the Association's current maintenance and administrative (excluding reserves) expenses for insurance, street maintenance, landscaping, sign lighting, snow removal, as to those elements which have not been dedicated to the Township, Wayne County or the public authority. The Developer's proportionate share 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 in the Condominium. Except for units owned by the Developer on which there are completed residences, the Developer shall not be responsible for payment of any assessments for capital improvements, special assessments or contributions to the reserve fund. Any assessments levied by the Association against the Developer for other purposes, without the Developer's prior written approval, shall be void and of no effect. In addition, the Developer shall never be liable for any assessment, general or special, to buy any unit from the Developer or to finance any litigation or claims against the Developer.

10. Co-owner's Responsibility for Association Assessments Before Certificate of Occupancy. Until a temporary certificate of occupancy is issued for a Condominium Residence within a Unit, the Co-owner shall not pay the full monthly Association assessment for the Unit. However, the Co-owner shall pay all costs related to maintenance and liability within his Unit and a proportionate share of the Association's current maintenance and administrative expenses outside of the Unit. The Association's

maintenance and administrative expenses may include, for example, snow removal, insurance, street maintenance, landscaping, sign lighting, and common area utilities (as to those elements which have not been dedicated to the public authority), but not any contribution to the Association's reserve fund. The Co-owner's proportionate share of the Association's maintenance and administrative expenses shall be based upon the ratio of all units owned by the Co-owner at the time the expense is incurred to the total number of units in the Condominium.

Once a temporary certificate of occupancy is issued for a Condominium Residence, the Co-owner shall pay the full monthly Association assessment for that Unit.

11. Delinquent Assessment if Co-owner is Leasing. 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. After receiving the notice from the Association, the tenant shall deduct from the rental payments due the Co-owner the arrearage and all future assessments as they fall due and pay them to the Association. These deductions from the rental payments shall not constitute a breach of the rental agreement or lease by the tenant.

12. 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. Any such personal property taxes levied shall be treated as expenses of administration and paid by the Association.

13. Real 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.

14. 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.

15. Statement as to Unpaid Assessments. The purchaser of any Unit may request a statement from the Association as to the amount of any unpaid Association assessments, whether regular or special. Upon written request to the Association, accompanied by a copy of the executed purchase agreement, the Association shall provide a written statement of any unpaid assessments which may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied and the purchaser shall not be liable for any assessments greater than the amount set forth by the Association in the written statement. If a purchaser fails to request in writing such a statement at least 5 days before the closing of the purchaser of such Unit, any unpaid assessments and the lien securing same shall be fully enforceable against the purchaser and the Unit itself.

### ARTICLE III ARBITRATION

1. 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 and the Association, upon the election and written consent of the parties to any such disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such arbitration), and upon written notice to the Association, shall be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding, providing that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time-to-time hereafter shall be applicable to any such arbitration.

2. Judicial Relief. In the absence of the election and written consent of the parties pursuant to section 1 above, no Co-owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

3. Election of Remedies. Such election and written consent by Co-owners and 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.

### ARTICLE IV INSURANCE

1. Extent of Coverage. The Association shall, to the extent appropriate in light of the nature of the General Common Elements and Limited Common Elements of the Project, carry fire and extended coverage, vandalism and malicious mischief and liability insurance, and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the Common Elements and certain other portions of the Condominium Project, as set forth below, and such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

a. Responsibilities of Co-owner. Each Co-owner shall be responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to his Unit together with all improvements therein and all Limited Common Elements appurtenant to his Unit and for his personal property located therein or elsewhere on the Condominium Project. 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 also shall be obligated to obtain insurance coverage for his personal liability for occurrences within his Unit and improvements thereto and on its appurtenant

Limited Common Elements (regardless of where located). All liability insurance policies shall name the Association as an additional named insured, and all Co-owners and their mortgagees as a group with initial policy limits of not less than \$1,000,000 for any single occurrence, but such minimum may be increased from time to time by action of the Association. In the event of the failure of a Co-owner to obtain such insurance, the Association may obtain such insurance on behalf of such Co-owner and the amount of 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 are collected in accordance with Article II. The Association shall under no circumstances have any obligation to obtain any of the insurance coverage described in this Section 1 or any liability to any person for failure to do so.

b. Responsibilities of Association. The Association shall carry fire and extended coverage, vandalism and malicious mischief and liability insurance, and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the Common Elements and certain other portions of the condominium Project, as set forth below, and such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

c. Premium Expense. All premiums upon insurance purchased by the Association pursuant to these bylaws shall be expenses of administration.

d. Proceeds of Insurance Policies. 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.

2. Authority of Association to Settle Insurance Claims. As to any policy of insurance purchased by the Association pursuant to this section, each Co-owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of said policies. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefore, to collect proceeds and to distribute the same to the Association, the Co-owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to settle and compromise all claims arising under insurance coverage carried by the Association, 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.

3. Waiver of Subrogation. The Association, as to all policies which it obtains, and all Co-owners, as to all policies which they obtain, shall use their best efforts to see that all property and liability insurance carried by the Association and any Co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

4. 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 the other Co-owners, the Developer or the Association may suffer as a result of defending any claim arising from an occurrence on or within an individual Co-owner's Unit or appurtenant Limited Common Elements. Each Co-owner shall carry insurance to secure the indemnity obligations under this Section, if required by the Association, or if required by the Developer during the Development and Sales Period. This Section is not intended to give any insurer any subrogation right or any other right or claim against any individual Co-owner.

## ARTICLE V RECONSTRUCTION OR REPAIR

1. Co-owner Responsibility for Repair. Each Co-owner shall be responsible for all reconstruction, repair and maintenance of the dwelling and all other improvements, fixtures and personal property within his Unit, and all Limited Common Elements appurtenant thereto, unless the Association has agreed to maintain such Limited Common Elements. If any damage to the dwelling or other improvements constructed within a Co-owner's Unit adversely affects the appearance of the Project, the Co-owner shall proceed to remove, repair or replace the damaged property without delay.

2. Association Responsibility for Repair. The Association shall be responsible for the reconstruction, repair and maintenance of the General Common Elements and those Limited Common Elements it has agreed to maintain. Immediately following a casualty to property which the Association is responsible for maintaining and repairing, the Association shall obtain reliable and detailed cost estimates to repair or replace the damaged property to a condition comparable to that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction or repair, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, there are insufficient funds for the payment of the reconstruction or repair, the Association shall make an assessment against all Co-owners for an amount, which when combined with available insurance proceeds, shall be sufficient to fully pay for the cost of repair or reconstruction of the damaged property. Any such assessment made by the Board of Directors of the Association shall be governed by Article 2 of these Bylaws. Nothing contained in this Section is intended to require the Developer or the Association to replace mature trees and vegetation with equivalent trees and vegetation.

3. Timely Reconstruction and Repair. If damage to Common Elements or a Unit adversely affects the appearance of the Project, the Association or Co-owner responsible



for the reconstruction, repair or maintenance thereof shall proceed with replacement or the damaged property without delay, and shall complete such replacement within 6 months after date of the occurrence which caused damage to the property. In the event that the Association fails to complete such repair or replacement, the Township may serve written notice of such failure upon the Association. Such written notice shall contain a demand that the deficiencies of repair or replacement be cured within a stated reasonable time period. If such deficiencies are not cured, the Township may undertake such 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 tax roll.

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

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

b. Taking of Common Elements. If there is any taking of any portion of the Condominium other than any Unit, the award for such taking shall be paid to the Co-owners and their mortgagees in proportion to their respective interests in the Common Elements. An affirmative vote of more than 50% of the Co-owners in number and in percentage of value 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 re-surveyed 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 or the Common Elements 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 shall promptly notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

5. Notification of FHLMC. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC"), the Federal National Mortgage Association ("FNMA"), the Government National Mortgage Association ("GNMA"), Michigan State Housing Development Authority ("MSHDA"), Federal Housing Administration ("FHA") or any other similar institutional mortgage holder or mortgage insurer, upon request therefor, the Association shall give the mortgagee or mortgage insurer written notice at such address as it may, from time to time, direct of any loss to or taking of the Common Elements of the Condominium if the loss or taking of the Common Elements of the Condominium if the loss or taking exceeds \$10,000 in amount or damage to a Condominium Unit covered by a mortgage purchased or insured in whole or in part that exceeds \$1,000.

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

## ARTICLE VI ARCHITECTURAL AND BUILDING SPECIFICATIONS AND USE RESTRICTIONS

All of the Units in the Condominium shall be held, used and enjoyed subject to the following limitations and restrictions:

1. Residential Use. No Unit in the Condominium shall be used for other than single-family residence purposes, as defined by the Township and the Common Elements shall be used only for purposes consistent with the use of single-family residences. No building shall be constructed or placed within a Unit except one single-family private dwelling or model home and an attached private garage containing not less than 2 parking spaces for the sole use of the Co-owner or occupants of the dwelling. With the exception of the right of certain Unit Co-owners to install boat docks in accordance with Section 23 below, no other accessory building or structure may be erected in any manner or location within a Unit without the prior written consent of the Developer.

2. Dwelling, Quality and Size. It is the intention and purpose of this Section to insure that all dwellings in the Project shall be of quality design, workmanship and materials approved by the Developer. All dwellings shall be constructed in accordance with the applicable governmental building codes, ordinances and/or regulations and in accordance with such further standards as may be required by these Bylaws or by Developer, its successors and/or assigns. All dwellings shall be constructed by a builder approved and appointed by Developer, in Developer's sole discretion. The minimum square footage of floor area of a dwelling, exclusive of attached garages, walk-out basements, steps, open and/or closed porches, breezeways and similar

facilities shall be: (i) for one story dwellings, not less than 3,500 square feet; and (ii) for two-story dwellings (including, but not limited to, bi-levels and tri-levels), not less than 4,100 square feet.

Notwithstanding the foregoing, the Developer during the Construction and Sale Period, and thereafter the Association, shall be entitled to grant exceptions to the above-referenced minimum square footage restrictions to a Co-owner of a Unit who applies for such exceptions; provided said Co-owner demonstrates to the satisfaction of Developer or, if applicable, the Association, that a reduction in the square footage requirement as to said Co-owner will not adversely affect the quality of the Project or lessen the value of the homes surrounding the home to be constructed by the Co-owner on such Unit. Any exception granted to a Co-owner shall be evidenced by a written agreement and no such exception shall constitute a waiver of any minimum square footage requirement as to any other Unit or Co-owner.

3. Building and Garage Locations. In order to enhance aesthetic and design harmony within the Project and to preserve the woodlands and other natural features that are located within the Project, and to insure compliance with the site plan for the Project that was approved by Township, the Developer shall have the right to specify the location of the dwelling and attached garage within each Unit. All garages shall be attached to the Unit.

No building on any Lot shall be erected nearer than:

- A. 35 feet from the front lot line or as allowed by the Township;
- B. 15 feet from the side lot line; nor,
- C. 50 feet from the rear lot line or as allowed by the Township.

Notwithstanding the foregoing, the Developer during the Construction and Sale Period, and thereafter the Association, shall be entitled to grant exceptions to the requirement that all garages open to the side yard of Units upon application by the Co-owner of the affected Unit; provided said Co-owner demonstrates to the satisfaction of the Developer or, if applicable, the Association, that the waiver of the garage requirement will not adversely affect the quality of the Project or lessen the value of the homes surrounding the home to be constructed by the Co-owner on such Unit. Any exception granted to a Co-owner shall be evidenced by a written agreement and no such exception shall constitute a waiver as to any other Unit or Co-owner.

4. Driveways. All driveways, aprons, parking areas and walkways must be comprised of cement, brickpaver, or combination thereof, and shall be of a curved configuration (no circular drive shall be required). The driveways must be completed within 6 months from the date of the issuance of any Township-issued occupancy permit.

5. Building Materials. The visible exterior walls of all structures on the Lot shall be made of brick, split fieldstone native to Michigan, dry-vit (or its equivalent), wood (painted, treated or stained), stucco, natural cedar, or any combination thereof. No structure shall have a visible exterior wall, which is not finished with any of the aforesaid, and all other materials shall not satisfy this requirement, including, without limitation, cinder block, Texture one-eleven (T1-11), no reverse board and batten, any type of masonite, pressboard, or clapboard siding, vinyl siding, aluminum siding, cement block, asphalt, slag, plywood or imitation brick.

6. Home Occupations, Nuisances and Livestock. No home occupation or other profession or other commercial activity that requires members of the public to visit the Co-owner's home or requires commercial vehicles to travel to and from the Co-owner's home, shall be conducted in any dwelling located in the Condominium Project, with the exception of model homes owned by, and the sales activities of, the Developer or builders, developers and real estate companies who own or hold any Units for resale to customers in the ordinary course of business. No noxious or offensive activity shall be carried on in or upon on any Unit or premises nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, other than normal construction activity. No chickens or other fowl or livestock shall be kept or harbored on any Unit. No animals or birds shall be maintained on any Unit, except customary house pets for domestic purposes only. All animal life maintained on any Unit shall have such provisions and care so as not to become offensive to neighbors or to the community on account of noise, odor, unsightliness and no household pets shall be bred, kept or maintained for any commercial purposes whatsoever. No animal may be permitted to run loose at any time upon the Common Elements and an animal shall at all times be leashed and accompanied by a responsible person while on the General Common Elements. No burning of refuse shall be permitted outside the dwelling. No occupied or unoccupied Unit shall be used or maintained as a dumping ground for rubbish or trash.

7. Temporary Buildings, Damaged Dwellings and Reconstruction. No trailer, mobile home, van, tent, shack, garage, ban, out-building or structure of a temporary character shall be used at any time as a temporary or permanent residence, nor shall any basement be used for such purposes; provided however, that the foregoing restriction shall not apply to any activities by the Developer or any builder, developer or real estate company during any sales and/or construction periods. All permanent dwellings shall be completed within 18 months from the commencement of construction. No old or used buildings of any kind whatsoever shall be moved to or reconstructed on any Unit. Any building damaged or destroyed by any cause, for which repair or reconstruction has not commenced within 6 months from the date of damage or destruction, shall be removed so that there are no ruins or debris remaining within 6 months from the date of damage or destruction. Any building which is not completed within 2 years from commencement of construction or any damage or destruction not promptly remedied shall be deemed a nuisance and may be abated by the Developer or the Association as provided by law. Any and all property within any public or private

road or right of way which is disturbed by reason of any work performed by a Co-owner, or said Co-owner's agents, servants, employees or independent contractors, in connection with said Co-owner's Unit shall be restored by said Co-owner, at his sole expense, to its condition immediately prior to the commencement of such work. Said restoration shall be performed immediately following the completion of said work or, if such work is not completed, within a reasonable time following the date the work stopped. No storage sheds shall be erected on a Unit without the prior written approval of the Developer.

8. Soil Removal. Soil removal from a Unit shall not be permitted, except as required for building construction and as permitted by the Developer. In addition, all construction shall be subject to the requirements of the Michigan Soil Erosion and Sedimentation Control Act and all other applicable statutes, ordinances, rules and regulations of all governmental units having jurisdiction over such activities.

9. Underground Wiring. No permanent lines or wires for communication or other transmission of electrical or power (except transmission lines located on existing or proposed easements) shall be constructed, placed or permitted to be placed anywhere above ground on a Unit other than within buildings or structures.

10. Tree Removal. Clear-cutting or removal of trees of greater than 8 inches in diameter at breast height by any person other than the Developer shall not be permitted unless such clear-cutting or tree removal is approved by the Developer during the Construction and Sales Period and thereafter by the Association. Prior to commencement of construction, each Co-owner shall submit to the Developer for its approval, a plan for the preservation of trees in connection with the construction process. It shall be the responsibility of each Co-owner to maintain and preserve all large trees on his Unit, which responsibility includes welling trees, if necessary. Notwithstanding anything contained herein to the contrary, tree removal shall not be permitted within areas identified as preservation areas on lots 1, 2, 3, 8, 9 and 10 and the wetland between lots 9 and 10 as indicated on the site plan approved by the Township.

11. Grades, Natural Drainage Ways.

a. The grades of a Unit may not be changed in excess of plus or minus 2-inches from the grades established for such Unit in the Grading Plan prepared by the Developer and approved by Township, subject to Section b below. A copy of the Grading Plan is on file at the Developer's office as well as Township's Building Department. Prior to commencing any construction within a Unit, the Co-owner shall submit to the Developer, for its approval, a grading plan for the Unit.

b. Where there exists within any Unit a condition of accumulation of storm water remaining over an extended period of time, the Co-owner may, with a written approval of the Developer and Northville Township, take such steps as

shall be necessary to remedy such condition, provided that the Co-owner does not install storm drainage improvements or any obstructions or diversions of existing storm drainage facilities that causes excess drainage or damage to other property. Subject to the foregoing, no Co-owner shall alter the finish grade of such Co-owner's Unit without the prior written consent of the Developer during the Construction and Sales Period and by the Association thereafter.

12. Performance of Construction. No building shall be erected on any Unit except by a contractor licensed by the State of Michigan for such purpose.

13. Vehicular Parking and Storage. No trailer, mobile home, bus, boat trailer, boat, camping vehicle, motorcycle, recreational vehicle, commercial or inoperative vehicle of any description shall at any time be parked, stored or maintained on any Unit, unless stored fully enclosed within an attached garage or similar, structure; provided, however, that builders' trucks and equipment may be parked and used on any Unit during construction operations. Co-owners of Lakefront Units shall be entitled to store non-motorized boats in the rear yards of their respective Units from April to October of each year provided that such non-motorized boats are appropriately screened from the view of neighboring Units. No commercial vehicle lawfully upon any Unit for business shall remain on such Unit except in the ordinary course of business and in conformity with all applicable laws and/or ordinances. A motor home or camping vehicle of any size exceeding garage capacity may be parked temporarily in its Co-owner's driveway for a period not to exceed 3 days for the purpose of loading and unloading such vehicle prior to and following its use.

14. Garbage and Refuse. Trash, garbage or other waste shall be kept only in closed, sanitary containers and shall be promptly disposed of so that it will not be objectionable to neighboring Co-owners. No outside storage for refuse or garbage shall be maintained or used unless it is properly concealed. The burning or incineration of rubbish, trash, construction materials or other waste outside of any residential dwelling is strictly prohibited. If the Township, by ordinance, has a mandatory rubbish removal and waste recycling program, each Co-owner shall participate in such program and shall be billed separately by the Township for such services. If the Township does not have a mandatory rubbish removal and recycling program, the Association shall be responsible for contracting for rubbish removal and waste recycling and the cost thereof shall be deemed to be a cost of administering the Condominium Project.

15. Fences and Obstructions. No fences, walls or similar structure shall be erected on any Unit, with the exception of fencing, walls or similar structures surrounding an in-ground swimming pool, if required by state law or local ordinance. Any such fences, walls or similar structures must be approved in writing by the Developer, and must be in accordance with all applicable ordinances, rules and regulations of the Township. The Developer shall have the right to designate the type, height, color and other features of perimeter fencing that is permitted under this Section. Chain link fences are expressly prohibited.

16. Motorized Vehicles; Firearms. No motorized bikes, motorcycles, snowmobiles or other motorized recreational vehicles shall be operated in any Common Elements within the Project other than streets. No firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices shall be used anywhere on or about the Condominium Project.

17. Swimming Pools, and Other Structures. No swimming pools, outdoor whirlpools, hot tubs, wood decks or other recreational structures shall be constructed on any Unit without the prior written approval of the Developer. NO ABOVE-GROUND SWIMMING POOLS IN EXCESS OF ONE-FOOT IN DEPTH SHALL BE ALLOWED ON ANY UNIT. The construction of any swimming pool or other recreational structure which has been approved in writing by the Developer shall be constructed in accordance with all applicable local ordinances and state laws. Recreational structures, including swimming pools, whirlpools, hot tubs and the like, if permitted in writing by the Developer, shall be screened from any street lying entirely within the Project, by wall, solid fence, evergreen hedge or other visual barrier as approved in writing by Developer and in compliance with all applicable laws, governmental regulations and ordinances. All decks must be located in the rear yard of a Unit and cannot protrude into any side yards and must otherwise comply with all applicable rear yard setback requirements imposed by the Township. All AIR CONDITIONING COMPRESSOR UNITS MUST ALSO BE LOCATED IN THE REAR YARD OF A UNIT ADJACENT TO THE DWELLING AND MUST BE SCREENED FROM ANY STREET LYING WITHIN THE PROJECT BY FENCE, EVERGREEN HEDGE OR OTHER VISUAL BARRIER AS APPROVED IN WRITING BY THE DEVELOPER.

18. Signs; Illumination; Mailboxes. No signs of any kind shall be placed upon any Unit or on any building or structure located on a Unit, or any portion thereof, with the exception of: (i) non-illuminated signs which are not more than 5 square feet in area pertaining only to the sale of the premises upon which it is maintained, which sign shall be removed 10 days after a Purchase Agreement has been executed. The foregoing restrictions shall not apply to signs that may be installed or erected on any Unit by the Developer or any builder who owns Units for resale in the ordinary course of business, during any construction period or during any periods that a residence may be used as a model or for display purposes.

No additional exterior illumination of any kind shall be placed or allowed on any portion of a Unit other than on a residential dwelling, unless first approved by the Developer. The Developer shall approve such illumination only if the type, intensity and style thereof are compatible with the style and character of the development of the Unit and the Project.

The Developer may, but is not required to, install illuminating fixtures within the Condominium Project and to designate the fixtures as common lighting as provided in the Master Deed. The cost of providing electricity for common lighting shall be paid by the Association. A Co-owner shall not modify or change such common lighting fixtures in any way and shall not cause the electrical flow for their operation to be interrupted at

any time. The fixtures may operate on photoelectric cells and shall remain lit at all times determined by the Association.

All mailboxes that will be installed within the Units must be identical in size, design and color. At the time a party becomes a Unit owner by purchase from Developer, said owner shall pay at closing a \$750 fee to the Association for its initial mailbox, which fee will be used to acquire and install said mailbox. Any replacement mailbox must comply with this restriction and be as identical as possible to the then existing mailboxes of the other Association members. The Unit owner shall be obligated to pay for replacement mailbox.

19. Objectionable Sights. No above or below ground fuel other storage tanks shall be permitted. Stockpiling and storage of building and landscape materials and/or equipment shall not be permitted on any Unit, except for materials and/or equipment which are used within a reasonable length of time. In no event shall landscape materials be stored for a period of more than 30 days. No laundry drying equipment shall be erected or used outdoors and no laundry shall be hung for drying outside of a dwelling. No television or radio antennae or satellite dishes shall be constructed or erected upon the exterior of any dwelling on any Unit, without the prior written approval of the Developer.

20. Maintenance. The Co-owner of each Unit shall keep all buildings and grounds within the Unit, and any limited Common Elements appurtenant thereto for which he has maintenance responsibility, in good condition and repair. The Co-owner of each Unit shall be responsible for keeping all driveways, walkways and sidewalks within his Unit clean and free of debris and shall be solely responsible for snow removal with respect to such driveways and sidewalks. Each Co-owner shall also use due care to avoid damaging any of the Common Elements, including but not limited to, utility conduits and systems and any other elements in any Unit which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for the repair, restoration of any damage to any Common Elements or damage to any other Co-owner's Unit or improvements thereon, resulting from the negligent acts or omissions of a Co-owner, his family, guests, agents or invitees, except to the extent the Association obtains insurance proceeds for such repair or restoration; provided, however, that if the insurance proceeds obtained by the Association are not sufficient to pay the costs of repair or restoration, the Association may assess the Co-owner for the excess amount necessary to pay for the repair and restoration.

21. Landscaping and Grass Cutting. Upon completion of a residential dwelling on any Unit, the Co-owner shall cause such Unit to be finish graded, sodded and suitably landscaped as soon after such completion as weather permits, and in any event, within 7 months from the date of completion. At the time a party becomes a Unit owner by purchase from Developer, said Unit owner shall pay at closing a \$10,000 deposit to the Association to insure construction, installation and completion of the landscaping to its completion, which initial deposit (with accumulated interest being retained by the Association) will be refunded to the Unit owner upon satisfactory



completion of the required landscaping or used by the Association to complete construction, installation and completion of the Unit Owner's landscaping as the Association deems necessary. Any additional funds required to complete the landscaping may be performed by the Association and shall be deemed a lien against the Unit. When weeds or grass located on any Unit exceed 6 inches in height, the Co-owner of said Unit shall mow or cut said weeds and grass over the entire Unit except in wooded areas or wetland areas. If the Co-owner fails to mow or cut weeds or grass within 10 days after being notified in writing by the Developer or the Association, the Developer or the Association may perform such work and the cost of such work shall become a lien upon the applicable Unit(s) until paid. All Units mowed by the Developer or a builder who owns Units for resale in the ordinary course of business shall be exempt from the foregoing restrictions contained in this Section. Upon conveyance of any Unit by the Developer or a builder to any Co-owner other than a Developer or a builder, the exemption for said Unit shall immediately cease and such Unit shall be subject to all of the restrictions contained in this Section. Additional restrictions and obligations with respect to the landscaping of Lakefront Units are set forth below. Any fertilizer used on any Unit shall be phosphate free and no chemical fertilizer shall be used on any Unit.

22. Wetlands. The Project contains wetlands which are regulated by the Michigan Department of Environmental Quality ("MDEQ"). The boundaries of the wetlands are identified on the Subdivision Plan attached as Exhibit B to the Master Deed contain regulated wetlands. No wetlands shall be modified in any manner by any person or entity other than the Developer or its authorized representatives unless a permit for such modification has been issued by MDEQ and all other governmental units or agencies having jurisdiction over the wetlands within the Project, and unless such modification is approved by the Developer during the Construction and Sales Period and by the Association thereafter.

23. Restriction Regarding Lakefront Units. The following restriction shall apply to certain lakefront Units:

- a. Boat Docks. The Co-owners of Lakefront Units shall be entitled to install boat docks at locations approved by the Developer. In order to minimize shoreline impacts, Co-owners shall locate their boat docks within a distance of 50 feet of either side of the common property lines between the Units 4-8.

Any boat dock installed by a Co-owner of a lakefront Unit shall be deemed a limited Common Element appurtenant to such Co-owner's Unit. The cost of installing, maintaining, repairing and/or replacing any of the foregoing boat docks shall be borne by the Co-owner of the Unit to which such boat dock is appurtenant. The Co-owners of the Lakefront Units that are entitled to install boat dock shall be solely responsible for obtaining any and all permits from the MDEQ and all other governmental agencies having jurisdiction over the installation of boat docks.

preliminary sketches. Prospective builders are encouraged to submit preliminary sketches for informal comment prior to the submission of architectural drawings and specifications. If the Developer fails to give written notice of its disapproval of any final architectural plans and/or specifications submitted pursuant to the requirements of this Section within 30 days from the date they are submitted, the Developer shall be deemed to have rejected the plans and specifications. The Developer shall be entitled to charge each applicant a review fee in an amount not to exceed \$250.00, to reimburse the Developer for any actual costs incurred in connection with the review of said applicant's plans, specifications and related materials.

Neither the Developer nor any person(s) or entity(ies) to which it delegates any of its rights, duties or obligations hereunder, including, without limitation, the Association, shall incur any liability whatsoever for approving or failing or refusing to approve all or any part of any submitted plans and/or specifications. The Developer hereby reserves the right to enter into agreements with the grantee (or vendee) of any Unit(s) (without the consent of grantees or venders of other Units or adjoining or adjacent property) to deviate from any or all of the restrictions set forth in this Article, provided that said grantee or vendee demonstrates that the application of the particular restriction(s) in question would create practical difficulties or hardships for said grantee or vendee. Any such deviation shall be evidenced by a written agreement and no such deviation or agreement shall constitute a waiver of any such restriction as to any other Unit or Co-owner. During the Construction and Sales Period, only Developer, or a committee designated by Developer, shall have the right to exercise the architectural controls described in this Section. At the expiration of the Construction and Sales Period, the rights exercisable by the Developer under this Section shall be exercised by the Board of Directors of the Association.

## 27. Leasing and Rental.

a. Right to Lease. A Co-owner may lease his Unit for the same purposes set forth in section 1 of this Article VI; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in subsection (b) below. With the exception of a lender in possession of a Unit following default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-owner shall lease less than an entire Unit in the Condominium and no tenant or other occupant shall be permitted to occupy excepted under a lease the initial term of which is at least six (6) months unless specifically approved in writing by the Association. No business or commercial person or entity shall be permitted to house its employees or business associates on a repetitive basis of any sort. 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 shall not be subject to the provisions of this Article and may lease any number of Units in the Condominium in its discretion.

24. Watercraft Restrictions. Lakefront Units shall be subject to the following:

a. All titles for boats docked at a boat dock which is appurtenant to a Co-owner's Unit must be in the name of the Co-owner of the Unit and boat docks may not be rented, licensed or permitted to be used by any persons or entities other than the Co-owner of the Unit to which such boat dock is appurtenant;

b. Up to two 2 non-motorized watercraft (which term shall include non-motorized boats such as canoes, row boats, paddle boats, kayaks, sailboards and small sailboats) per Lakefront Unit shall be allowed.

25. Structures in Common Elements and Easements. Except as expressly permitted by the Master Deed and these Bylaws, no structures of any kind may be installed within the General Common Elements or limited Common Elements or within any easements within the Project without the prior written approval of the Developer, during the Construction and Sales Period, and by the Association thereafter.

26. Architectural Controls. It is understood and agreed that the purpose of architectural controls is to promote an attractive, harmonious residential development having continuing appeal. Accordingly, unless and until construction plans and specification are submitted to, and approved in writing by, the Developer, (i) no dwelling, building, fence, wall or other structure shall be commenced, erected or maintained, and (ii) no addition, change or alteration therein shall be made, except for interior alterations.

All plans, specifications and other related materials shall be filed in the office of the Developer, or with any agent specified by the Developer, for approval or disapproval. Said construction plans and specifications shall show the nature, kind, shape, height, materials (including samples of exterior building materials upon request), approximate cost of such building or other structure, proposed drainage of surface water, location and grade of all buildings, structures and improvements, as well as utilities and parking areas for the subject Unit. The Developer shall have the sole authority to review, approve or disapprove all or any part of the plans or specifications. The Developer shall have the right to refuse to approve all or any part of any plans or specifications or grading plans, which are not suitable or desirable, in the sole discretion of the Developer, for aesthetic or other reasons. In considering such plans and specifications, the Developer shall have the right to take into consideration the compatibility of the proposed building or other structures with the surroundings and the effect of the building or other structure on the view from adjacent or neighboring properties. It is desired that the natural landscape and trees be left in their natural state as much as possible or practical.

A report in writing setting forth the decision of the Developer, and the reasons for such decision, shall be furnished by the Developer to the applicant within 30 days from the date the Developer receives a complete set of architecturally sealed plans, specifications and other materials from the applicant. The Developer will aid and Cooperate with prospective builders and make suggestions based upon its review of

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

- i. A Co-owner desiring to rent or lease a Unit shall disclose that fact in writing to the Association at least 10 days before presenting a lease form to a potential lessee of the Unit and, at the same time, shall supply the Association with a copy of the exact lease form for its review for compliance with the Condominium Documents.
- ii. Tenants or non-Co-owner occupants shall comply with all of the conditions of the Condominium Documents of the Condominium Project and all leases and rental agreements shall so state.
- iii. If the Association determines that the tenant or non-Co-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:
  - 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 fifteen (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 fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or non-Co-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant of non-Co-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/or non-Co-owner and the Co-owner liable for any damages to the Common Elements caused by the tenant, non-Co-owner or Co-owner 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.

28. Rules and Regulations. It is intended that the Board of Directors of the Association may make rules and regulations from time-to-time to reflect the needs and desires of the majority of the Co-owners in the Condominium. 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 the Board of Directors of the Association, including the first Board of Directors (or its successors) prior to the Transitional Control Date. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-owners.

29. Right of Access of Association. The Association or its duly authorized agents shall have access to each Unit and any Common Elements appurtenant thereto from time-to-time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agents shall also have access to each Unit and Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. It shall be the responsibility of each Co-owner to provide the Association means of access to his Unit and Common Elements appurtenant thereto during all periods of absence, and in the event of the failure of such Co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to his Unit and Common Elements appurtenant thereto caused thereby.

30. Landscaping. No Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the Common Elements without the prior written approval of the Association or the Developer appurtenant thereto caused thereby.

31. Common Element Maintenance. Sidewalks, yards, landscaped areas, driveways, roads and parking areas shall not be obstructed nor shall they be used for purposes other than for which they are reasonable and obviously intended. No bicycles, vehicles, chairs or other obstructions may be left unattended on or about the Common Elements.

32. Reserved Rights of Developer.

a. Prior Approval of Developer. During the Construction and Sales Period, no buildings, fences, walls, retaining walls, drives, parking areas, walks or other structures or improvements shall be commenced, erected, maintained, nor shall any addition to, or change or alteration to any such structure be made (including in color or design), except interior alterations which do not affect structural elements of any Unit, nor shall any hedges, trees or substantial plantings or landscaping modifications be made, until plans and specifications, acceptable to the Developer, showing the nature, kind, shape, height, materials, color, scheme, location and approximate cost of such structure or improvement and the grading or landscaping plan of the area to be affected shall have been submitted to and approved in

writing by Developer, its successors or assigns, and a copy of said plans and specifications, as finally approved, lodged permanently with Developer. Developer shall have the right to refuse to approve any such plan or specifications, or grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans, specifications, grading or landscaping, Developer shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to effect the same, and the degree of harmony thereof with the Condominium as a whole and any adjoining properties under development or proposed to be developed by Developer. The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all Co-owners.

b. Developer's Rights in Furtherance of Development and Sales. None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Construction and Sales Period or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation, as the same may be amended from time to time. The Developer may construct any improvements upon the Condominium Premises that it may, in its sole discretion, elect to make without the necessity of prior consent from the Association or any other person or entity, subject only to the express limitations contained in the Condominium Documents. 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 enable development and sale of the entire Project by Developer; and may continue to do so during the entire Construction and Sales Period. Developer shall restore the areas so utilized to habitable status upon termination of use, provided, however, that Developer shall not be required to remove any permanent improvements erected in conjunction with the foregoing activities.

c. Enforcement of Bylaws. The Condominium Project shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, residential development for the benefit of the Co-owners and all persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace and landscape in a manner consistent with the maintenance of such high standards, then Developer, or any entity to which it may assign this right, at its option, may elect to maintain, repair and/or replace any Common Elements and/or to do any landscaping required by these Bylaws and charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws throughout the Construction and Sales Period notwithstanding that it may no longer own a Unit in the Condominium which right of enforcement may include

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

d. Increased Maintenance Assessment Due to Plans. Developer may also, in its discretion, require as a condition of approval of any plans, an agreement for special assessment of increased maintenance charges from any Co-owner whose proposed improvements and appurtenances will cause the Association abnormal expenses in carrying out its responsibilities with respect thereto under the Master Deed.

e. Binding Effect. The purpose of this Section is to assure the continued maintenance of the Condominium as an attractive and harmonious residential development, and shall be binding upon both the Association and upon all Co-owners. Developer's rights under this Article may, in Developer's discretion, be assigned to the Association or other successor to Developer. Developer may construct any improvements upon the Condominium Premises that it may, in its sole discretion, elect to make without the necessity of prior consent from the Association or any other person or entity, subject only to the express limitations contained in the Condominium Documents.

## ARTICLE VII MORTGAGES

1. Notice to Association. Any Co-owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units". The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit.

2. Insurance. If requested, the Association may notify each mortgagee appearing in said book of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage.

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 VIII VOTING

1. Vote. Except as limited in these Bylaws, each Co-owner shall be entitled to one vote for each Condominium Unit owned by the Co-owner when voting by number and one vote, the value of which shall be equal to the total of the percentages allocated to the Units owned by such Co-owner as set forth in Article V of the Master Deed, when voting

by value. Voting shall be by value except in those instances when voting is specifically required to be both in value and in number.

2. Eligibility to Vote. No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. Except as provided in Article VIII, 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 VIII. 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 VIII below or by a proxy given by such individual representative. The Developer shall be the only person entitled to vote at a meeting of the Association until the First Annual Meeting of members and shall be entitled to vote during such period notwithstanding the fact that the Developer may own no Units at some time or from time to time during such period. At and after the First Annual Meeting the Developer shall be entitled to vote for each Unit which it owns.

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 individual representative designated may be changed by the Co-owner at any time by filing a new notice in the manner herein provided.

4. Quorum. The presence in person or by proxy of 50% of the Co-owners in number 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 questions upon which the vote is cast.

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.

6. Majority. A majority, except where otherwise provided herein, shall consist of more than 50% in value 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 simple



majority hereinabove set forth or be one of number of designated voting representatives present in person or by proxy, or by written vote, if applicable, at a given meeting of the members of the Association.

## ARTICLE IX MEETINGS

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.

2. First Annual Meeting. The First Annual Meeting of members of the Association may be convened only by Developer and may be called at any time after more than 50% in number of the Units in Bella Vista 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% in number of all Units that may be created or 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, whichever first occurs. 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. The phrase "Units that may be created" as used in this paragraph and elsewhere in the Condominium Documents refers to the maximum number of Units which the Developer is permitted, under the Condominium Documents as the same may be amended, to include in the Condominium.

3. Annual Meetings. Annual meetings of members of the Association shall be held on the first Thursday 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 at Board of Directors in accordance with the requirements of Article IX of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

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.

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 of the time and place where it is to be held, upon each Co-owner of the record, at least 10 days but not more than 60 days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association by 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.

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.

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 inspector of elections (at annual meetings or special meetings held for purpose of election of Directors or officers);
- g. election of Directors (at annual meeting or special meetings held for such purpose);
- h. unfinished business; and
- i. new business.

Meeting of members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be President, Vice President, Secretary and Treasurer.

8. Action Without Meeting. Any action which 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 meeting 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.

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 be 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.

10. Minutes, Presumption of Notice. Minutes or a singular 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 X ADVISOR COMMITTEE

Within 1 year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within 120 days after conveyance to purchaser of 1/3 of the total number of Units that may be created, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least 3 non-developer Co-owners. The Committee shall be established and perpetuated in any manner the Developer deems advisable, except that, if more than 50% in number of the non-developer Co-owners petition the Board of Directors for an election to select the Advisory Committee, then an election for such purpose shall be held. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the non-developer Co-owners and to aid the transition of control of the Association from the Developer to 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 XI BOARD OF DIRECTORS

1. Number and Qualification of Directors. The Board of Directors shall be comprised of a number 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.

2. Election of Directors.

a. First Board of Directors. The first Board of Directors shall be composed of 3 persons and such 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 Co-owners 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 3 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% in number of the Units that may be created, 25% 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% in number of the Units that may be created, 33 1/3% of the Directors shall be elected by non-developer Co-owners. When the required percentage levels of conveyance have been reached, the Developer shall notify the non-developer Co-owners and request that they hold a meeting and elect the required Director or Directors, as the case may be. Upon certification by the Co-owners to the Developer of the Director or Directors so elected, the Developer shall then immediately appoint such Director or Directors to the Board to serve until the First Annual Meeting of members unless he is removed pursuant to 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% in number 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 sold equal at least 10% of all Units that may be created in the Project. 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 elapse 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 all assessments 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 1 member as provided in subsection (i).

iv. 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 IX, Section 3 hereof.

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.

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 to the General Common Elements to the extent required by the Master Deed and these Bylaws, 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 business of the Association, and to secure the same by mortgage, pledge, or other lien, on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of 75% of all of the members of the Association in number.
- h. To make rules and regulations in accordance with 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 any assessments levied against Units pursuant to the terms of any Declaration of Easements which confers benefits and imposes burdens on the Units.

5. Management Agent. The Board of Directors 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 3 years or which is not terminable by the Association upon 90 days' written notice thereof to the other party and no such contract shall violate the provisions of Section 55 of the Act. THE DEVELOPER HAS THE RIGHT TO DISAPPROVE ANY DECISION BY THE BOARD OF DIRECTORS TO SELF-MANAGE THE PROJECT WITHOUT THE BENEFIT OF A PROFESSIONAL MANAGEMENT SERVICE. THIS DISAPPROVAL RIGHT SHALL END WHEN THE DEVELOPMENT AND SALES PERIOD EXPIRES.

6. Vacancies. Vacancies in the Board of Directors shall be filled by designation of a new Director by the member of the Association which had designated the Director leaving office. Each person so selected shall be a Director until a successor is selected at the next annual meeting of the Association.

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 Association members respectively entitled to select such Directors.

8. First Meeting. The first meeting of a newly elected Board of Directors shall be held within 10 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.

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 one such meeting 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 10 days prior to the date named for such meeting.

10. Special Meetings. Special meetings of the Board of Directors may be called by the President on 10 days' 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.

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 meetings 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.

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 hours' 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.

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.

14. Fidelity Bonds. The Board of Directors shall require that all officers and 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 XII OFFICERS

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. Any two offices except that of President and Vice President may be held by one person.

a. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He 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 may in his 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 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 do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.



privileges as may be available to such party at law or in equity.

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 XX RIGHTS RESERVED TO DEVELOPER**

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

## **ARTICLE XXI 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 Condominium Documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

WAYNE COUNTY CONDOMINIUM  
SUBDIVISION PLAN NO. **728**

EXHIBIT B TO THE  
MASTER DEED OF

BELLA  
VISTA

A CONDOMINIUM IN THE TOWNSHIP  
OF NORTHVILLE  
WAYNE COUNTY, MICHIGAN

DEVELOPER  
BELLA VISTA DEVP., LLC  
7440 SALEM ROAD  
NORTHVILLE, MI 48167

ENGINEER AND SURVEYOR  
ATWELL-HICKS, INC.  
7927 NEMCO WAY, SUITE 100  
BRIGHTON, MI 48116  
PHONE (810) 225-6000  
FAX (810) 225-9800

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 OF THIS SHEET AND IN THE SURVEYOR'S CERTIFICATE ON SHEET 2.

LEGAL DESCRIPTION

Commencing at the North 1/4 corner of Section 9, T1S, R9E, Northville Township, Wayne County, Michigan; thence S89°11'09"W, 1097.65 feet (recorded as S89°10'20"W, 1092.64 feet) along the North line of said Section 9 and the centerline of Seven Mile Road (Variable width) for a PLACE OF BEGINNING; thence S00°01'23"E, 1097.65 feet; thence S5.85 feet along the arc of a 970.00 foot radius circle to the left, chord bearing S01°40'21"E, 59.84 feet; thence S03°19'20"E, 66.21 feet; thence 61.72 feet along the arc of a 1030.00 foot radius circle to the right, chord bearing S01°38'19"E, 61.71 feet; thence S00°08'54.1"W, 58.77 feet; thence S00°37'47"W, 66.07 feet; thence 115.57 feet along the arc of a 1030.00 foot radius circle to the right, chord bearing S03°50'42"W, 115.50 feet; thence S07°03'34"W, 107.01 feet; thence S89°12'03"W, 189.31'23"E, 141.14 feet; thence S00°01'23"E, 730.75 feet (recorded as S00°48'56"E), thence S89°12'03"W, 153.98 feet (recorded as West and S89°11'59"W) along the North line of Fielders Meadow Subdivision as recorded in Plat 108, Page 34 of Plat, Wayne County Records; thence N00°11'48"W, 102.26 feet (recorded as N00°09'19"E) and S89°02'29"W, 102.23 feet and N00°11'48"W) along the East line of Fox Hollow Subdivision as recorded in Plat 108, Page 34 of Plat, Wayne County Records; thence N00°09'19"E, 349.87 feet (recorded as N00°10'20"E and S89°02'29"W) along the North line of said Fox Hollow Subdivision; thence S89°03'05"W, 100.00 feet (recorded as S89°02'29"W); thence N00°10'50"E, 150.00 feet (recorded as N00°10'20"E); thence S89°03'05"W, 400.70 feet (recorded as S89°02'29"W); thence N00°09'38"E, 393.72 feet (recorded as N00°08'49"E, 393.74 feet); thence N89°11'09"E, 500.27 feet (recorded as N00°10'20"E) along the South line of Elizabeth Towne Subdivision as recorded in Plat 99, Page 11 of Plat, Wayne County Records; thence N00°09'38"E, 455.00 feet (recorded as N00°10'20"E) and N00°09'00"E) along the East line of said Elizabeth Towne Subdivision; thence N89°11'09"E, 228.32 feet (recorded as N89°10'20"E) along the North line of said Section 9 and the centerline of said Seven Mile Road for a PLACE OF BEGINNING, containing 14.56 acres of land, more or less, being subject to the rights of the public and the Northernly 23.00 feet thereof as occupied by said Seven Mile Road, being subject to other easements and restrictions of record, if any.

SHEET INDEX:

SHEET NO.	TITLE AND DESCRIPTIONS
1	TITLE AND DESCRIPTIONS
2	SURVEY PLAN
3	SITE PLAN
4	UTILITY PLAN

EXAMINED AND APPROVED  
DATE **OCT 14 2003**  
BY **Daniel P. Lane**  
DANIEL P. LANE  
PLAT ENGINEER

PROPOSED DATED - OCTOBER 7, 2003

KIT M. PETERS  
LICENSED PROFESSIONAL ENGINEER NO. 46151  
ATWELL-HICKS, INC.  
7927 NEMCO WAY, SUITE 100  
BRIGHTON, MICHIGAN 48116  
(810) 225-6000

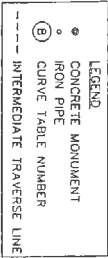


TITLE AND DESCRIPTION  
BELLA VISTA CONDOMINIUM

1

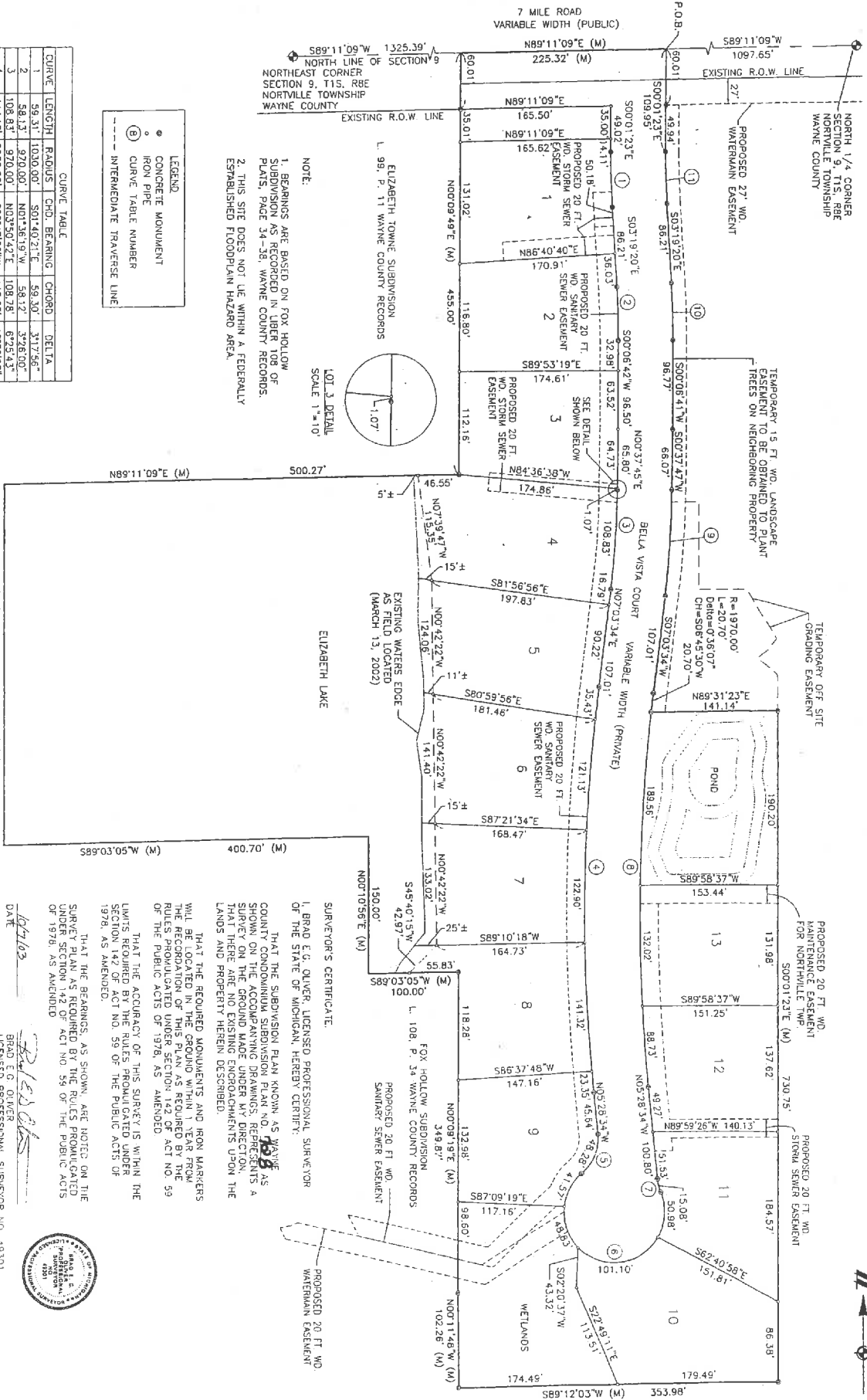
CLIENT BELLA VISTA DEVP., LLC	SECTION 9	<b>ATWELL-HICKS, INC.</b> Civil Engineering • Surveying Planning • Environmental Services Ann Arbor, MI 734 994 4000    Brighton, MI 810 225 6000    Washington Twp., MI 586 786 9800    Novi, MI 810 577 0800			
	TOWNSHIP NORTHVILLE TOWNSHIP				
TITLE AND DESCRIPTION BELLA VISTA CONDOMINIUM					

CURVE	LENGTH	RADIUS	CHD. BEARING	CHORD	DELTA
1	99.31'	1030.00'	S01°40'21"E	88.30'	317°56'
2	58.13'	970.00'	N01°36'19"W	58.12'	3°28'00"
3	108.83'	970.00'	N03°50'42"E	108.78'	6°23'43"
4	444.13'	2030.00'	S00°47'30"W	443.25'	12°32'08"
5	48.28'	80.00'	N22°11'10"E	48.43'	55°19'27"
6	242.48'	50.00'	S78°27'10"E	88.65'	75°23'06"
7	15.08'	50.00'	S14°06'53"E	15.07'	17°16'30"
8	431.01'	1970.00'	S00°47'30"W	430.15'	12°32'08"
9	115.57'	1030.00'	N03°50'42"E	115.50'	6°23'43"
10	61.72'	1030.00'	N01°36'19"W	61.71'	3°28'00"
11	58.95'	970.00'	S01°40'21"E	58.84'	317°56'



NOTE:  
1. BEARINGS ARE BASED ON FOX HOLLOW SUBDIVISION AS RECORDED IN LIBER 108 OF PLATS, PAGE 34-38, WAYNE COUNTY RECORDS.  
2. THIS SITE DOES NOT LIE WITHIN A FEDERALLY ESTABLISHED FLOODPLAIN HAZARD AREA.

LOT 3 DETAIL  
SCALE 1"=10'



SURVEYOR'S CERTIFICATE:  
I, BRAD E.G. OLIVER, LICENSED PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY:  
THAT THE SUBDIVISION PLAN KNOWN AS BELLA VISTA CONDOMINIUM SUBDIVISION, PLAN NO. 1978 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 MARKERS WILL BE LOCATED IN THE GROUND WITHIN 1 YEAR FROM THE RECORDATION OF THIS PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.  
THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.  
THAT THE BEARINGS, AS SHOWN, ON THE SURVEY PLAN AND THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

DATE: 10/7/03  
BRAD E.G. OLIVER  
LICENSED PROFESSIONAL SURVEYOR NO. 49301  
ATWELL-HICKS, INC.  
7927 NEMCO WAY, SUITE 100  
BRIGHTON, MICHIGAN 48116  
(810) 225-6000



**SURVEY PLAN  
BELLA VISTA CONDOMINIUM**

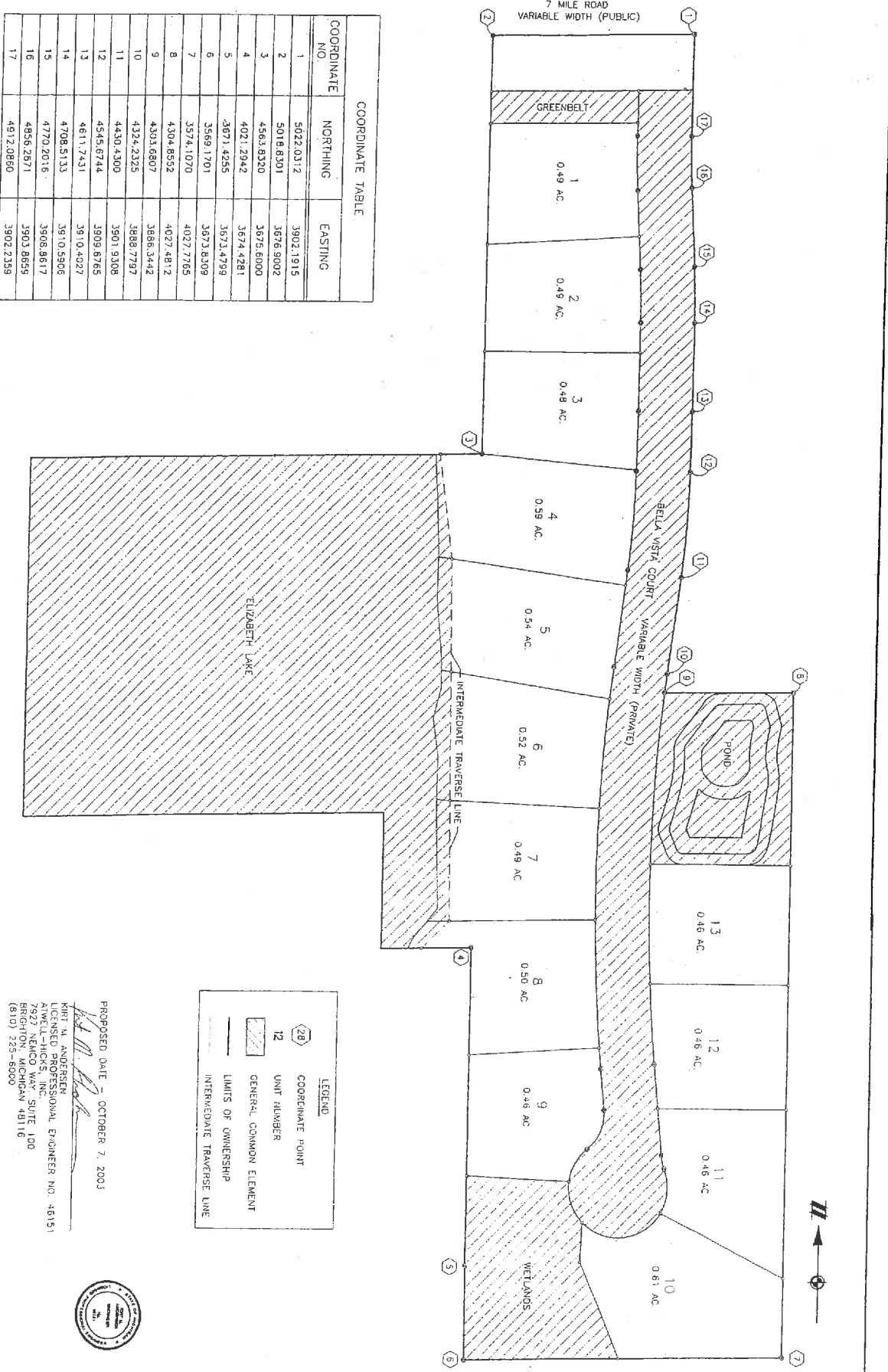
PROPOSED DATED: OCTOBER 7, 2003

2
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CLIENT	BELLA VISTA DEVP., LLC
TOWN	15 SOUTH, RANGE 8 EAST
COUNTY	NORTHVILLE TOWNSHIP
SECTION	9
PLAT	103, P. 97 WAYNE COUNTY RECORDS
DATE	05/15/03
SCALE	1" = 50 FEET
BY	B.E.O.
CHECKED BY	B.A.H.
DATE	10/7/03
BOOK	200291.60
PAGE	1
FILE NO.	14-122-78

SECTION 9
TOWN 15 SOUTH, RANGE 8 EAST
NORTHVILLE TOWNSHIP
WAYNE COUNTY, MICHIGAN

**ATWELL-HICKS, INC.**  
Civil Engineering - Surveying  
Planning - Environmental Services  
Ann Arbor, MI Brighton, MI Washington Twp., MI Naperville, IL  
734 994 4000 810 225 6000 586 786 9800 630 577 0600



COORDINATE TABLE

COORDINATE NO.	NORTHING	EASTING
1	5022.0312	3902.1915
2	5018.8301	3676.9002
3	4563.8320	3575.6000
4	4021.2942	3574.4281
5	3671.4255	3573.4799
6	3569.1701	3573.8309
7	3574.1070	4027.7865
8	4304.8952	4027.4812
9	4303.6807	3666.3442
10	4324.2325	3688.7797
11	4430.4300	3901.9308
12	4545.6744	3905.6765
13	4611.7431	3910.4027
14	4708.5133	3910.5906
15	4770.2016	3908.8617
16	4856.2871	3903.8659
17	4912.0860	3902.2359

NOTES:  
 1. ALL STREET AND PUBLIC UTILITY IMPROVEMENTS MUST BE BUILT  
 2. SURVEYED CON LINE LENGTHS ARE ARC LENGTHS

LEGEND

- COORDINATE POINT
- UNIT NUMBER
- GENERAL COMMON ELEMENT
- LIMITS OF OWNERSHIP
- INTERMEDIATE TRAVERSE LINE

PROPOSED DATE - OCTOBER 7, 2003

*M. N. Andersen*

MET N. ANDERSEN  
 LICENSED PROFESSIONAL ENGINEER NO. 46151  
 ATWELL-HICKS, INC.  
 7927 NEMCO WAY, SUITE 100  
 BRIGHTON, MICHIGAN 48116  
 (810) 225-6000



**SITE PLAN**  
**BELLA VISTA CONDOMINIUM**

3

<p>CLIENT: BELLA VISTA DEVP., LLC</p> <p>SECTION: 9</p> <p>TOWN: 15 SOUTH, RANGE B EAST</p> <p>NORTHVILLE TOWNSHIP</p> <p>WAYNE COUNTY, MICHIGAN</p>	<p><b>ATWELL-HICKS, INC.</b></p> <p>Civil Engineering · Surveying          Planning · Environmental Services</p> <p>Ann Arbor, MI 734 994 4000          Brighton, MI 810 225 6000          Washington Twp., MI 585 786 9800          Hopewell, IL 630 577 0800</p>	<p>DATE: 08/14/03</p> <p>DRAWING NO.: 2003-10234-03</p> <p>TITLE: SITE PLAN</p> <p>SCALE: 1" = 50 FEET</p> <p>BY: M. N. ANDERSEN</p> <p>CHECKED: M. N. ANDERSEN</p>
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3. The first paragraph of Article VI, paragraph 18 Signs; Illumination; Mailboxes is amended in its entirety to read as follows:

Signs. No signs of any kind shall be displayed to the public view on any unit except one (1) professional sign of not more than five (5) square feet advertising the property for sale or rent, the design and color specifications of which shall be approved by the Architectural Control Committee. Such signs as are allowed must be maintained in good condition at all times and removed on the termination of their use.

Nov 13. 2003 10:01AM

No. 4151 P. 1/5

Facsimile Transmittal Cover Sheet

From

# WAYNE COUNTY REGISTER OF DEEDS

## County Re-monumentation - Plat Engineering Division

400 MONROE STREET ROOM 600 DETROIT, MICHIGAN 48226-2925

Office: (313) 224-5861

Fax: (313) 224-6934

DATE: 11/13/03

TOTAL PAGES, INCLUDING COVER: 5

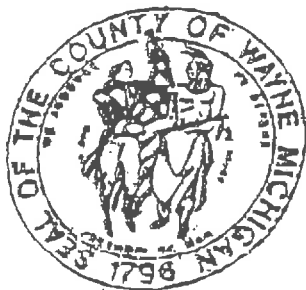
COMPANY: BRASHEAR, TANGORA, GALLAGHER, CREIGHTON & AMANN

FAX NUMBER: 734 844 2437 ATTENTION: KAY SWENDERS

SENDER: NORM DUPLIE

COMMENTS: F. Y. I. WE WILL MAIL ORIGINALS BACK UNLESS YOU WANT TO PICK UP - PLEASE ADVISE

NOTE: The information contained in this facsimile is intended only for the individual or entity named herein. If you have received this communication in error, please notify the sender immediately at (313) 224-5861



**NORMAN C. DUPUIE, P.S.**

*Licensed Professional Surveyor  
Senior Plat Examiner*

WAYNE COUNTY REGISTER OF DEEDS  
PLAT ENGINEERING DIVISION  
INTERNATIONAL CENTER BUILDING

400 Monroe - Room 600  
Detroit, MI 48226-2925

(313) 224-5861  
Fax (313) 224-6934



Vistal Land & Home Development L.L.C.  
46870 Seven Mile Rd.  
Northville, MI 48167

Land Purchase Agreement

Michigan Builders License  
#210216848

248-348-3942  
Aldo Stenta Fax 248-348-4051

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

by and between Vistal Land & Home Development L.L.C., a Michigan Limited Liability Company of 46870 Seven Mile Rd., Northville, Michigan, hereinafter referred to as Builder, and \_\_\_\_\_ of \_\_\_\_\_, Michigan, hereinafter referred to as Purchaser.

The undersigned Purchaser hereby offers and agrees to purchase the following land situated in the \_\_\_\_\_ of \_\_\_\_\_, County of \_\_\_\_\_, and State of Michigan, described as Lot/Unit No. \_\_\_\_\_ Subdivision, \_\_\_\_\_, Michigan, and to pay therefor the sum of \_\_\_\_\_

(\$ \_\_\_\_\_) Dollars, all subject to building and use restrictions, easements, street lighting assessments, special assessments and liens and encumbrances, if any and zoning ordinances of the said municipality, and Builder agrees to so sell said land and construct said House, all upon the following terms and conditions:

1. The sale is to be consummated at the time of closing as hereinafter provided by delivery of the usual warranty deed from Builder to Purchaser conveying marketable title subject to the encumbrances, restrictions and exceptions above set forth and in accordance with the terms and conditions hereof. Payment of the purchase price shall be made by Purchaser in cash or by cashier's or certified check as follows:

(a) Deposit herewith of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars, receipt of which is hereby acknowledged by Builder;

(b) Additional payments, as follows :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(c) The balance of the purchase price of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars, shall be paid in full no later than \_\_\_\_\_.

(d) The deposit and all payments made hereunder are non-refundable. In the event of a breach of this agreement by the purchaser, Builder shall be entitled to keep and retain as its sole property all deposits and payments made. Such deposits and payments shall be construed as liquidated damages are further set forth herein.

2. As evidence of title, Builder agrees to furnish Purchaser at closing with a policy of title insurance issued by Great Lakes Title Company bearing date later than the acceptance hereof and guaranteeing title in the condition required for performance of this Agreement.

3. If Buyer requests a \_\_\_\_\_ day due diligence period, in which the Buyer can void this agreement and Buyer fails to exercise this agreement, Buyer agrees to pay Seller the sum of \_\_\_\_\_ Dollars per day for each day the agreement is in effect. Said agreement monies shall be deducted from Buyer's \_\_\_\_\_ Dollar deposit, and the balance thereof returned to Buyer within five (5) business days of the date Buyer notifies Seller in writing of their interest to terminate, vacate and relinquish their agreement right hereunder. The return of the balance of Buyer's deposit shall be conditioned on Buyers' execution of a document vacating and terminating this agreement. Buyer will also be liable for any expenses incurred by the Seller if Buyer cancels agreement. The expenses incurred will be deducted from the deposit made.

4. The closing of this transaction shall take place at the office designated by the Builder, within ten (10) days after the completion of Construction. For such purpose, "completion of construction" shall be evidenced by issuance of a temporary or permanent certificate of occupancy by the applicable governmental authorities. Purchaser agrees to complete the closing of this Land Purchase Agreement upon written notice from Builder of completion of construction, at the date and place of closing as provided in said notice, or be deemed in default in accordance with the terms and conditions hereof. The date of closing, as herein established, shall not be delayed or affected if any exterior incompleteness permitted by said mortgagee under escrow arrangements therewith. Further, when the House is substantially completed or ready for occupancy but lacks completion of minor details, or should weather or other conditions beyond the control of Builder prevent completion of cement work, grading, exterior painting and other similar items. Builder may make an allowance for such unfinished items and furnish Purchaser with a work order specifying the labor and materials to be furnished to complete the House in accordance with this Agreement, and delivery of such work order and making of such allowance shall constitute full performance hereof by Builder, and the closing shall not be delayed thereby. At such closing, Purchaser shall thereupon make full payment of the balance of the purchase price. Upon later completion of the items contained in any such work order, Purchaser will be given a written letter which states

that all remaining work from the work order has been completed. Purchaser will sign and return and return a copy of the aforementioned letter to Builder.

5. Builder shall have full and exclusive possession of said land and House during construction and until the time of closing. If Purchaser shall place any personal or other property belonging to Purchaser in the House or on the land prior to such time, the same shall be at Purchaser's risk. Builder shall deliver possession of the land and House to the Purchaser at the time of closing and the taking by Purchaser of possession at such time shall constitute complete acceptance by the Purchaser and acknowledgment that all items of construction be completed thereon by Builder have been so completed, excepting only for these items provided for in any escrow or work order arrangements set forth in paragraph 4 hereof which then remain outstanding. Provided that Builder shall have the right to enter upon the land and House after the time of closing during the regular business hours of Builder in order to complete any items provided for in any such escrow or work order, or to be repaired in accordance with paragraph 12 hereof. Builder may exhibit said House to other prospective customers of Builder, without cost, at any time prior to closing, and may, after the date of closing, photograph the exterior of the House or otherwise depict the same for purposes of Builder's promotional advertising, without either cost of payment to the Purchaser for the same. During the period of construction, Builder shall permit Purchaser, Mortgagee and all public authorities to inspect the land, House, construction completed thereon and materials provided for the same.

6. All taxes and assessments which have become a lien upon the land at the date of sale shall be paid by the Builder, excepting current taxes which together with insurance premiums, interest, rent, and water bills, if any, shall be pro-rated and adjusted as of the date of sale on a due date basis, and also excepting all special assessments and agreements relating to street lighting which shall be assumed and paid by Purchaser.

7. Builder agrees hereby to complete construction on said House with due diligence after permission to build is obtained; Provided that any delay caused by fire or other casualty, labor disputes, court processes or other governmental authority, inability to obtain any utilities or permits, fuel or service for same, weather conditions, acts of God, material shortages, or other circumstances beyond Builder's control shall extend the period of completion by the time of such delay. Builder reserves the right to use alternate methods of providing heating (and cooling if applicable) to the House, depending upon availability of permits, materials, and fuel. It is expressly understood and agreed that, anything in the plans and specifications notwithstanding, no particular type of system for heating and cooling is promised and Builder may, in its discretion, install any system which, in Builder's reasonable discretion, is adequate for such purpose. Anything herein to the contrary notwithstanding, Builder shall have the option of declaring this Agreement void and of no effect, if any law or government regulation is enacted in time of actual war, national emergency or for the purpose of national defense, which restricts or allocates materials, labor or prices, or which would make the performance of this contract illegal or impossible, or should financial arrangements not be made to Builder's satisfaction. In the event of unavailability or shortage of any supply or material, Builder reserves the right to replace the same as set forth in the plans and specifications with any other supply or material of comparable quality.

8. Builder shall not be required or obligated to undertake any modifications or alterations of construction at variance with the plans and specifications or to provide any extras in connection with construction of the House, unless Purchaser shall request the same in writing and Builder shall agree thereto in writing, in an instrument setting forth an agreed upon amount for any such alteration, modification, or extra, and such amount shall be prepaid by Purchaser to Builder at the time of signing of such instrument by both parties. Any items supplied by the Purchaser at the Builders permission, will not be covered under the Builders warranty. If items supplied by and/or installed by the Purchaser delays the completion of the house, the Purchaser will be held liable and reimburse Builder, at the Builders discretion.

9. Purchaser shall forthwith, upon notice from Builder so to do, indicate in writing to Builder all necessary paint, tile, or other selections of any kind or description, required for completion of the House. In the event Purchaser shall fail to so indicate upon demand, Purchaser hereby authorizes Builder to make such necessary selections and agrees to accept such selections as his own so as not to delay the progress of work of the Builder.

10. In the event that at or before the time of completion of excavation and/or trenching for the House, Builder shall find that in his opinion the ground and soil conditions existing upon the land are such that they will not support a house built upon normal foundations and with conventional footings, or if construction were completed that the Builder would not be able to warrant the House against non-normal settling, Builder shall have the option to void this Agreement and return all monies paid to it hereunder to Purchaser in full and complete settlement of any obligation or liability which Builder may have to Purchaser hereunder or Builder may require Purchaser to pay any extra costs incurred to construct the house.

11. In the event of default by Purchaser resulting from the failure by Purchaser to perform all of its obligations hereunder within the time provided for herein, Purchaser shall, at Builder's option, forfeit to Builder all deposits of money as made under paragraph 1 hereof to the date of such default as liquidated damages for the breach hereof. In the event of such default and forfeiture, Purchaser shall thereafter have no claim or right in or to the said land, House, any proceeds from the sale thereof, or the deposits retained by Builder as aforesaid. Builder shall have and hereby retains all other remedies provided by law in such instance.

12. Builder hereby warrants the said House from any defects in workmanship or materials which appear and or which Builder shall be notified in writing by Purchaser during the period of twelve (12) months from and after the date of closing; Provided that the foregoing warranty shall not apply to any defects or damages resulting from contraction or expansion. BUILDER MAKES NO WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, OTHER THAN AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, AND ALL IMPLIED WARRANTIES OF ANY KIND OR DESCRIPTION WHETHER OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, HABITATION OR OTHERWISE ARE HEREBY EXPRESSED DISCLAIMED BY BUILDER AND EXCLUDED FROM THIS AGREEMENT. Further, Builder makes no representations or warranties, covenants, or agreements of any kind whatever whether express or implied, with respect to any trees, bushes, vegetation, or other natural growth which may be present on the said land, whether before or after the execution of this Agreement. Purchaser understands and agrees that any such trees, bushes, vegetation, or other natural growth may be destroyed and/or removed and/or cut in the course of construction or by grading or excavating or like operations. Accordingly, Builder makes no representations, warranties, covenants, or agreements, express or implied, that any trees, bushes, vegetation, or other natural growth will survive, and Purchaser hereby releases Builder from any claims, liabilities, obligations, or damages arising out of any of the foregoing.

13. The within Agreement contains the entire agreement between the parties hereto. No agent, representative, salesman or officer of the parties hereto has authority to make, or has made, any statement, representation or agreement, oral or written, in connection with this Agreement that modified, adds to, amends, or changes the terms or conditions hereof. No amendment or modification of this Agreement shall be binding upon any of the parties hereto unless the same shall be in an instrument in writing signed by all of the parties hereto. This Agreement and the plans and specifications referred to hereon shall not be binding upon the parties, or either of them, unless signed by both of them. This Agreement shall not be assigned by Purchaser without the prior written consent of Builder hereto.

14. Notice shall be deemed to have been given in accordance with the provisions hereof upon personal delivery to any one of persons constituting Purchaser or Builder hereunder or upon mailing to them by ordinary mail to their last known address as shown on this Agreement, on any amendment hereto.



15. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, representatives, successors, or assigns.

16. By execution of this Agreement, Purchaser acknowledges receipt of a copy hereof signed by Builder.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed and delivered the day and year first written above.

Executed and delivered in the presence of:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

"BUILDER"

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

"PURCHASER"

## BELLA VISTA CONDOMINIUM PRELIMINARY RESERVATION AGREEMENT

Vistal Land & Home Development, L.L.C., a Michigan limited liability company, the Builder, and \_\_\_\_\_, the depositor, enter into this agreement subject to the following conditions:

1. *Reservation of the unit.* The depositor reserves the right to purchase exclusive ownership of unit no. \_\_\_\_\_ of Bella Vista Condominium, a residential condominium project located in the Township of Northville, Wayne County, Michigan, together with the undivided percentage interest in the common elements of the project appurtenant to that unit from the developer.
2. *Purchase price.* The purchase price of the unit shall be \$ \_\_\_\_\_, subject to adjustment by the developer when the costs of labor and materials for the construction of the depositor's unit can be more accurately ascertained. The depositor acknowledges and agrees that the price specified in this agreement is only an estimate and that the developer may raise or lower the price.
3. *Reservation deposit.* In consideration of this reservation, the depositor deposits \$ \_\_\_\_\_ to be held by \_\_\_\_\_ (the "Escrow Agent") under an escrow agreement (a copy of which is attached as exhibit A and incorporated in this agreement by reference).
4. *Transfer of the deposit.* The depositor agrees that, on the request of the Builder, the depositor will sign and give to the Builder formal purchase documents for the unit that specify in greater detail the precise conditions of the purchase, together with all the obligations of the seller and the buyer. Any additional deposits required by the formal purchase documents will be made as specified in those documents. All deposits made under this agreement shall be treated as though originally made under the purchase documents, pursuant to MCLA 559.184, MSA 26.50(184).
5. *Credit information.* The depositor agrees to promptly submit, on request by the developer, any personal and financial information that the developer requires to determine whether the depositor should be preliminarily accepted for participation in the project. If the depositor is rejected, this agreement shall immediately terminate and the deposit shall be refunded to the depositor without further liability on the part of either party. Preliminary acceptance by the developer shall not be deemed as (a) final approval for purchase or (b) final credit approval for mortgage financing purposes. The right of final approval is reserved as specified in the formal documents of purchase.
6. *Default.* If the depositor does not (a) execute and deliver formal documents of purchase or (b) deliver the personal or financial information the developer requires within 15 days after the developer's request, this agreement shall, at the developer's option, terminate and the deposit shall be fully refunded to the depositor without further liability on the part of either party.

7. *Cancellation rights.* If the depositor desires to withdraw the reservation before signing the formal documents of purchase, this agreement shall terminate immediately on written notice to the developer by the depositor and the deposit shall be fully refunded within three business days after the developer receives the notice without further liability on the part of either party. If the developer elects not to proceed with the project as a condominium, in whole or in part, or for any other reason desires to withdraw as a party to this agreement, this agreement shall terminate immediately on written notice to the depositor by the developer and the deposit shall be fully refunded without further liability on the part of either party.

8. *Effect of the agreement.* This reservation agreement is not a purchase agreement. No lien of any sort is acquired by the depositor either on the unit covered by this agreement or on the project site. The liability of the developer under this agreement is limited to the return of the deposit without interest.

Dated: \_\_\_\_\_

Builder:

**Vistal Land & Home Development, L.L.C.**

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

**Aldo Stenta**

Its: President

Dated: \_\_\_\_\_

Depositor:

Home telephone \_\_\_\_\_

Business telephone \_\_\_\_\_

Address \_\_\_\_\_

ID no. \_\_\_\_\_

**The  
Condominium Buyers'  
Handbook**

**State of Michigan  
Department of Consumer and Industry Services  
Office of Policy and Legislative Affairs  
Boundary Commission  
[www.cis.state.mi.us/opla](http://www.cis.state.mi.us/opla)**

The Condominium Buyers Handbook was created by the Michigan Department of Consumer and Industry Services as required by the Condominium Act, Public Act 59 of 1978, as amended. This edition reflects Public Act 379 of 2000 amendments that took effect January 2, 2001.

This handbook is intended as a guide for people who are considering buying a condominium. It provides a summary of portions of the Condominium Act (MCL 559.101 et seq.) and is directed primarily toward residential condominium buyers, although the Act also provides for business, campground and marina condominium developments.

Although the Department of Consumer & Industry Services is identified as the administrator in the Act, the Legislature repealed the Department's regulatory responsibilities many years ago. The Act does not give the Department authority to enforce any provisions in the Act. The last section of the handbook describes the remedies the Act does provide. In addition, the Department will forward a copy of a complaint received regarding a developer of a condominium project to the developer along with a notice of available remedies in the Act. Contact:

**Michigan Department of Consumer & Industry Services**  
**Office of Policy & Legislative Affairs**  
**P.O. Box 30004**  
**Lansing, MI 48909**  
**(517) 241-4580**  
**[www.cis.state.mi.us/opla](http://www.cis.state.mi.us/opla)**

## **Condominium Ownership**

Unit owners have exclusive ownership rights to their unit and the right to share the common elements of the condominium project with the other co-owners. The development is privately owned and maintained by the co-owners, unless the local government agrees to take responsibility for maintaining a portion of the development. Roads are an example of a portion of a condominium development that may become public. The master deed will designate the percentage of ownership of each condominium unit in the development. This percentage of value will determine your obligation for payment of monthly fees, assessments, and may determine your voting percentage at association meetings.

The bylaws should be read carefully as they contain provisions outlining your rights as an owner. Modifications or repairs to your unit may require approval of the co-owners association. There may be restrictions on pets, renting, use of recreational facilities, and other prohibitions in the bylaws that you should be aware of before signing a purchase agreement.

### **Association of Co-owners (Condominium Board):**

Initially, the developer appoints the board of directors, who govern the development until the first annual meeting. The provisions for holding the annual meeting and designating the voting procedures are included in the condominium bylaws. The association of co-owners is elected by the co-owners and is responsible for governing the development and maintaining the general common elements. The general common elements may consist of hallways, lobbies, building exteriors, lawns, streets (if the roads are private), recreation facilities, heating, water and electric systems. The association has authority to determine the monthly maintenance fee and the amount of any special assessments. The association of co-owners may hire a management company to provide services for the development. Each co-owner must pay a monthly fee for these services and any special assessments.

Rules governing the association are written in the bylaws of the condominium development. After the association of co-owners is created, it may adopt bylaws for the operation of the association. Meetings of the co-owners association are meetings of a private entity, and not subject to the Open Meetings Act, which requires government agencies to allow public attendance at meetings. Associations are required to maintain a reserve fund for major repairs and replacement of common elements. The minimum amount is 10 % of the annual budget on a non-cumulative basis.

You should receive a disclosure statement itemizing the association's budget at the time you are given the master deed. The monthly assessment is considered a lien on the condominium unit and you cannot be exempt from assessments and monthly fees by nonuse of any common elements or by abandonment of the condominium unit. Co-owners must notify the association if they rent or mortgage their unit.

If you have complaints with the association or other co-owners, review the condominium bylaws to determine what recourse you have. Generally only professional arbitrators or the courts have jurisdiction over complaints between these parties.

## **Site Condominiums**

The term "site condominium" is used to describe a condominium development with single-family detached housing instead of two or more housing units in one structure. Site condominium developments must comply with the Act. The Act requires developers to notify the appropriate local government of their intent to develop a condominium project. The type of review the development is subject to depends on the local government's ordinances. Site condominium documents are not reviewed by the State for conformance with the Act.

There is another type of residential subdivision development in Michigan that is regulated in accordance with the Land Division Act. Subdivisions developed pursuant to the Land Division Act are subject to state review for conformance with the Land Division Act.

## **Limited or General Common Elements**

Limited common elements are property with usage restrictions. A carport space assigned to a unit is a limited common element. The yard of a unit that is a single family detached home may be a limited common element for use by the owner of that unit. General common elements may be roads, open space areas and recreation facilities. They are available for use by everyone in the development. The master deed specifies which parts of your condominium development are designated as limited or general common elements. Use of the common elements is governed by the bylaws for the condominium development.

## **Condominium Documents**

The condominium documents include the master deed, condominium subdivision plan, bylaws for the condominium project, and any other documents referred to in the master deed or bylaws. In addition, the developer is required to provide a disclosure statement. Once the condominium association is established, it may adopt another set of bylaws pertaining to the association's operation. The association or management company must keep books and records with a detailed account of the expenditures and receipts affecting the project and its administration, and which specify the operation expenses.

## Preliminary Reservation Agreements

A preliminary reservation agreement gives you the opportunity to purchase a particular condominium unit for a specified period of time upon sale terms to be determined later. The developer must place the payment you make in an escrow account with an escrow agent. If you make a payment under a preliminary reservation agreement and cancel the agreement, the developer must fully refund the money. If you subsequently enter into a purchase agreement, the developer must treat the payment made as if it was made under a purchase agreement.

## Purchase Agreements

A purchaser may withdraw from a signed purchase agreement without cause or penalty within nine business days as long as the property has not been conveyed to the purchaser. The nine-business day window starts the day on which the documents listed below are received, if that day is a business day. The developer must deposit payments made under a purchase agreement in an escrow account with an escrow agent.

Before signing an agreement, it is advisable to seek professional assistance to review all condominium documents. Some issues to consider before buying include the following:

- The bylaws may contain a variety of restrictions. The bylaws may require you to receive association approval for certain actions. If you do not obtain prior approval, the association has authority to enforce any legal restrictions in the bylaws.
- You may be subject to a binding purchase agreement before construction begins or is completed. Determine whether the agreements will provide you with adequate rights if the developer does not finish the unit in time to meet the occupancy date.
- Review all restrictions, covenants, and easements that might affect the condominium project or your unit.
- Determine if the developer has reserved any rights to alter the project.
- Before signing a purchase agreement make sure you have financing, or that the agreement specifies it is dependent on your ability to obtain a mortgage commitment for the unit.
- You may want to determine if the developer is contractually obligated to finish the development. The local government may have required the developer to provide letters of credit to complete elements of the project.
- Do not rely on verbal promises, insist that everything be in writing and signed by the person who made the promise.
- When buying a condominium in a structure that has been converted from an existing building, you will also be a joint owner of the furnace, roof, pipes, wires and other common elements. Ask for an architect's or engineer's report on the condition of all building components and their expected useful life. Ask to see copies of the building maintenance records, and find out what improvements the developer has made.



## **Documents the Developer Must Provide**

The developer must provide copies of the following documents to a prospective purchaser:

1. The recorded master deed.
2. A copy of the purchase agreement and escrow agreement
3. The condominium buyer's handbook.
4. A disclosure statement that must include information about:
  - the developer's previous experience with condominium projects,
  - any warranties undertaken by the developer, and
  - the extent to which financial arrangements have been provided for completion of all structures and improvements labeled "must be built" on the subdivision plan.

## **Advisory Committee**

The advisory committee is established when one of the following occurs, whichever happens first:

1. 120 days after 1/3 of the units are sold to nondeveloper co-owners.
2. One year after a unit is sold to a nondeveloper co-owner.

The purpose of the advisory committee is to meet with the project board of directors to facilitate communication and aid in the transition of control to the association of co-owners. The advisory committee ceases when a majority of the board of directors of the association of co-owners is elected by the nondeveloper co-owners.

## **Election of Board of Directors for Association of Co-owners**

No later than 120 days after 25% of nondeveloper co-owners have title to the units that may be created, at least one director, and not less than 25% of the board of directors shall be elected by the nondeveloper co-owners.

No later than 120 days after 50% of nondeveloper co-owners have title to the units that may be created, at least 33.3% of the board of directors shall be elected by nondeveloper co-owners.

No later than 120 days after 75% of nondeveloper co-owners have title to units that may be created, and before 90% are conveyed to nondeveloper co-owners, the nondeveloper co-owners shall elect all directors on the board, except if the developer owns and offers for sale at least 10% of the units, or as long as 10% of the units remain to be created, the developer shall have the right to designate one director.

If titles to 75% - 100% of the units that may be created have not been conveyed, 54 months after the first conveyance, the nondeveloper co-owners shall elect the number of

board members equal to the percentage of units they hold. The developer has the right to elect the number of board members equal to the percentage of units that are owned by the developer, if the developer has paid all assessments for those units.

## **Documents the Association Must Provide**

The association of co-owners must provide a financial statement annually to each co-owner. The books, records, and contracts concerning the administration and operation of the condominium project must be available for examination by any of the co-owners at convenient times. All books and records must be audited or reviewed by independent accountant annually, but the audit does not have to be certified. The association must keep current copies of the master deed, all amendments to the master deed, and other condominium documents available at reasonable hours to co-owners, prospective purchasers and prospective mortgagees.

## **Amendments to Condominium Documents**

If the condominium documents contain a statement that the developer or association of co-owners has reserved the right to amend the documents for that purpose, then the documents may be amended without the consent of the co-owners, as long as the change does not materially alter or change the rights of a co-owner.

The master deed, bylaws and condominium subdivision plan may be amended, even if the amendment will materially alter or change the rights of a co-owner with the consent of at least 2/3 of the votes of the co-owners and mortgagees.

The method or formula used to determine the percentage of value of each unit for other than voting purposes cannot be modified without the consent of each affected co-owner. Provisions relating to the ability or terms under which a co-owner may rent a unit may not be modified without the consent of the co-owner. A co-owner's unit dimensions or the limited common elements to the co-owner's unit may not be modified without the co-owner's consent.

## **Remedies Available Pursuant to the Act**

A developer who offers or sells a condominium unit in violation of the Act is liable to the purchaser for damages.

A person or association of co-owners adversely affected by a violation of, or failure to comply with, the Act, administrative rules issued under the authority of the Act, or any provision of an agreement or a master deed may take action in a court with jurisdiction. The court may award costs to the prevailing party.

A co-owner may take action against the association of co-owners to compel the association to enforce the condominium documents. To the extent that the condominium documents expressly provide, the court shall determine costs of the proceeding and the successful party shall recover those costs.

A co-owner may take action against another co-owner for injunctive relief or for damages for noncompliance with the terms of the condominium documents or the Act.

The bylaws must contain a provision that disputes relating to the interpretation of the condominium documents or arising out of disputes among co-owners may be resolved through arbitration. Both parties must consent to arbitration and give written notice to the association. The decision of the arbitrator is final and the parties are prohibited from petitioning the courts regarding that dispute.

A developer and a co-owner, or association of co-owners, may execute a contract to settle by arbitration for any claim against the developer that might be the subject of a civil action. A purchaser or co-owner has the exclusive option to execute a contract to settle by arbitration for any claim against the developer that might be the subject of a civil action and involves less than \$2,500. All costs will be allocated in the manner provided by the arbitration association. A contract to settle by arbitration must specify that the arbitration association will conduct the arbitration. The method of appointment of the arbitrator will be pursuant to rules of the arbitration association. Arbitration will be in accordance with sections 5001 to 5065 of Act No. 236 of 1961, MCL 600.5001 to 5065, which may be supplemented by rules of the arbitration association. An arbitration award is binding on the parties to the arbitration.

A condominium developer may be required to be a licensed residential builder under the Occupational Code. If a person has violated the Occupational Code or administrative rules, a complaint must be made within 18 months after completion, occupancy or purchase of a residential structure. Conduct subject to penalty is described in Article 24 of the Occupational Code. Complaints concerning construction may be filed with:

Michigan Department of Consumer & Industry Services  
Bureau of Commercial Services  
Enforcement Division  
P. O. Box 30018  
Lansing, MI 48909  
Phone: (517) 241-9202  
[www.cis.state.mi.us/bcs](http://www.cis.state.mi.us/bcs)

The Michigan Consumer Protection Act prohibits certain methods, acts, and practices, provides for certain investigations and prescribes penalties. Complaints regarding an alleged violation of the Consumer Protection Act may be filed with:

Michigan Department of Attorney General  
Consumer Protection Division  
P. O. Box 30213  
Lansing, MI 48909  
Phone: (517) 373-1140  
www.ag.state.mi.us

The Act provides the right to notify the agency in a governmental unit responsible for administration and enforcement of construction regulations of an alleged violation of the state construction code, other applicable building code, or construction regulation.

A person who willfully aids in the advertisement of a statement or representation that misrepresents the facts concerning a condominium project, as described in the recorded master deed, is guilty of a misdemeanor and shall be punished by a fine or imprisonment or both. An action under this section shall be brought by the prosecuting attorney of the county in which the property is located, or by the department of attorney general.

A person can not take action arising out of the development or construction of the common elements, or the management, operation, or control of a condominium project, more than three years from the transitional control date or two years from the date of the cause of the action, whichever occurs later. The transitional control date is the date the board of directors takes office by an election where the co-owners' votes exceed the developer's votes for the board members.

#### **Legal References**

Condominium Act, P.A. 59 of 1978, as amended, MCL 559.101 et seq.  
Condominium Rules, R559.101 et seq, 1985 Michigan Administrative Code  
Occupational Code, P.A. 299 of 1980, MCL 339.101 et seq.  
Consumer Protection Act, P.A. 331 of 1976, MCL 445.901 et seq.  
Stille-Derossett-Halle Single State Construction Code Act, P.A. 230 of 1972, MCL 125.1501 et seq.

Approval: CIS Director

The Department of Consumer and Industry Services will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, political beliefs or disability. If you need help with reading, writing, etc., under the Americans with Disabilities Act, you may make your needs known to this agency.

## BELLA VISTA CONDOMINIUM DISCLOSURE STATEMENT

Developer: Bella Vista Devp., LLC  
7440 Salem Road  
Northville, Michigan 48167

Builder: Vistal Land & Home Development, LLC  
46870 7 Mile Rd.  
Northville, MI 48167

Bella Vista Condominium is a residential condominium project located in the Township of Northville, Wayne County, Michigan. The project, consisting of 13 residential units, is being constructed in a single phase.

The administration of condominiums in Michigan is the responsibility of the Office of Policy and Legislative Affairs, Michigan Department of Consumer and Industry Services, P.O. Box 30004, Lansing, Michigan 48909. The department has not undertaken to pass on the value or merits of the development or to make any recommendations regarding the purchase of units in the development.

**This disclosure statement is not a substitute for the master deed, the condominium buyer's handbook, or other applicable legal documents. Buyers should read all such documents to fully acquaint themselves with the project and their rights and responsibilities relating to it. It is recommended that buyers consult an attorney or other professional advisor before purchasing a condominium unit.**

Effective Date: February 1, 2004

Prepared by: Erich J. D'Andrea, Esq.  
Brashear, Tangora, Gallagher  
Creighton & Amann LLP  
33300 5 Mile Rd., Suite 210  
Livonia, MI 48154

# **BELLA VISTA CONDOMINIUM DISCLOSURE STATEMENT**

## **Introduction**

Condominium development in Michigan is governed largely by a statute called the Michigan Condominium Act, MCL 559.101 et seq., and by rules adopted by the Michigan Department of Consumer and Industry Services, the state agency that administers the act. In this document, Bella Vista Devp., LLC, as the developer of Bella Vista Condominium, states the material facts about the project and the parties involved in its development that it believes will satisfy the needs of the average buyer. This disclosure statement, together with copies of the legal documents intended for the creation and operation of the project, are furnished to each buyer to fulfill the requirement of the act that the developer disclose to prospective purchasers the characteristics of the condominium units that are offered for sale. These documents constitute the only authorized description of Bella Vista Condominium, and none of the developer's sales agents or other representatives may vary the terms.

## **The Condominium Concept**

A condominium is a form of real property ownership. Under Michigan law, a condominium unit has the same legal attributes as any other form of real estate and may be sold, mortgaged, or leased subject to the restrictions in the condominium documents. A condominium project is established by recording a master deed with the register of deeds of the county where the project is located.

Each owner of a condominium unit, or co-owner, owns part of the building that includes the co-owner's residence, for which the co-owner receives a warranty deed. A co-owner is one of a number of mutual owners of common facilities, the common elements, that serve both the co-owner's unit and other units in the project. The units and the common elements (which are legally inseparable from the units) are generally described in the master deed. Each unit's boundaries are shown in the condominium subdivision plan, which is attached as an exhibit to the master deed. All parts of the project that are not included within the units constitute the common elements and are owned by all co-owners in undivided proportions equal to the percentages of value assigned to each unit in the master deed. Limited common elements are those common elements that are set aside for the use of less than all unit owners. All other common elements are general common elements.

The relatively close proximity of residents dictates that certain restrictions and obligations be imposed on each owner for the mutual benefit of all. Such restrictions are stated in the condominium bylaws, which are recorded as part of the master deed. All the condominium documents are prepared with the goal of allowing each co-owner a maximum amount of individual freedom without allowing any one owner to infringe on the rights and interests of the group at large. All co-owners and residents must be familiar with and abide by the restrictions if a condominium project is to be an enjoyable place to live.

## **Description of the Project**

Bella Vista Condominium is a residential condominium project located in the Township of Northville. The project is being developed in a single phase on approximately 14 acres of land and will contain 13 residential units.

All units in the project are constructed on a single floor with an attached garage and shall not be less than 3,500 square feet for a one story dwelling and 4,100 square feet for a two story dwelling. Walkouts are available as an option where the terrain permits. All units construction plans and specifications must be approved by the Developer prior to commencing construction.

## **Legal Documents**

Bella Vista Condominium has been established as a condominium project pursuant to a master deed recorded in the Wayne County records, a copy of which is delivered with this disclosure statement. The master deed includes the condominium bylaws as exhibit A and the condominium subdivision plan, a three-dimensional survey establishing the physical relationship and location of each of the units in the project, as exhibit B. Other condominium documents include the articles of incorporation, the corporate bylaws of the association of co-owners, and the rules and regulations of the association.

The master deed contains the definitions of terms used in the legal documents, the percentage of value assigned to each unit, a general description of both the limited and the general common elements, and a statement about the responsibilities of the individual owners and of the association for maintaining the common elements. The master deed also reserves to the developer the right to contract the project within defined limits and to modify the number, size, style, and location of any units or common elements in the project that are shown as "proposed" in the subdivision plan, by an amendment or a series of amendments to the master deed. Such amendments do not require the consent of any owner or mortgagee as long as the changes do not unreasonably impair or diminish the appearance of the project or the view, privacy, or other significant attribute of any unit that adjoins a modified unit or common element.

The condominium bylaws contain provisions relating to the operation, management, and fiscal affairs of the condominium, including, in Article II, provisions relating to both regular and special assessment of the members to pay for the costs of operating the project. Restrictions on the ownership, occupancy, and use of condominium units in the project are listed in Article VI, together with provisions allowing the association to adopt additional rules and regulations governing the use of the units and the common elements.

MCL 559.184 provides that all payments received from prospective purchasers under purchase agreements must also be deposited in the escrow account and must be refunded if the purchase agreement is canceled within nine business days after the purchaser receives the condominium documents that the Builder must give the purchaser under MCL 559.184a. When the withdrawal period expires, the Builder must retain sufficient amounts in the escrow account or provide other adequate security as provided in MCL 559.203b to ensure the completion of the uncompleted structures and improvements labeled "must be built" in the condominium documents.

### **Budget and Assessments**

The condominium bylaws require that the board of directors adopt an annual budget for operating the project. The initial budget was formulated by the developer and Builder to provide for the normal and reasonably predictable expenses of administering the project, including a reserve for the replacement of major structural components of the buildings and other common elements as needed in the future.

The developer and Builder are responsible for actual costs that the association incurs that are directly related to units that the developer is constructing. The association's only other source of revenue to fund the budget is the assessment of its members who own completed units.

Each co-owner must therefore pay an annual assessment which is determined by dividing the projected budget expenses by the number of completed units in the project. This assessment must be paid in 12 equal monthly installments on the first day of each month.

To provide working capital, each purchaser must pay to the association at the closing both the pro rata share of the current monthly assessment for the unit and an additional sum equal to two months' assessments for the association reserves. The reserve deposit is not refundable and will not apply as a credit against any future monthly installments or annual assessments. The board of directors may also levy special assessments to cover expenses that are not anticipated in the budget, as permitted by Article II, provision 2(b) of the condominium bylaws.

### **Restrictions**

Owners of condominium units will be bound by various use and occupancy restrictions applying to both the condominium units and the common elements. For example, there are restrictions on the size of homes and the materials of such homes, and prohibitions against altering the structure or the exterior appearance of any unit or limited common element; parking recreational vehicles, boats, and trailers on the condominium property; renting units for less than prescribed periods of time; and keeping pets.

It is impossible to paraphrase all the restrictions without risking the omission of



some restriction that might be significant to a particular purchaser. Consequently, each buyer should carefully review the master deed and condominium bylaws to be sure that an important intended use is not restricted. None of the restrictions prohibit the developer from carrying on sales activities as long as the developer is selling units in the condominium.

### **Enforcement Provisions**

Compliance with use restrictions may be enforced by the levy of fines or by a legal action seeking damages or an injunction against the offending owner. The board may also take direct action to correct any condition that violates the bylaws or elect to discontinue furnishing services to the unit involved on seven days' notice to the co-owner in default. If an owner does not pay monthly assessments when they are due, the association may charge the owner reasonable interest or assess late charges from the due date. The association is also given a lien on the unit that may be enforced as described above or by foreclosure proceedings as provided by the Michigan Condominium Act. Owners should be aware, however, that MCL 559.158 provides that if the holder of a first mortgage or other purchaser obtains title to a unit as the result of a foreclosure of that mortgage, the holder of the first mortgage or a subsequent purchaser is not liable for unpaid assessments for that unit that became due before the foreclosure. Such unpaid assessments are common expenses that are collectible from all unit owners.

### **Insurance**

The condominium documents require that the association carry fire and extended coverage insurance for vandalism and malicious mischief and liability insurance and worker compensation insurance (if applicable) for all the common elements of the project. Such policies may contain deductible clauses, which may result in the association bearing part of a loss. The board of directors is responsible for obtaining this insurance coverage for the association, and each co-owner's pro rata share of the annual association insurance premiums is included in the monthly assessment.

The insurance coverage provided by the association will not cover the interiors of the condominium units, except for interior walls, appliances, and fixtures that were furnished as standard items by the developer. Coverage will not include property of an owner that is located outside the unit on the grounds of the project or on a limited common element appurtenant to a unit. All owners are cautioned, therefore, that it is their responsibility to insure the interior of their units (including subsequently acquired appliances and fixtures), their contents, and any improvements paid for by the owner. Each owner must also obtain personal liability coverage against injury to persons or damage to property resulting from accidents in and around the owner's condominium unit. An insurance agent should be consulted to decide what coverage will be needed. Without such coverage, an owner is uninsured for any loss that occurs within the owner's unit or to the owner's property or guests.

## **Private Drives and Easements**

Bella Vista Court is a private road within the project and a general common element of the project and must be cleared, maintained, and repaired as needed by the condominium association. The owner of the adjacent property to the east is allowed use of the private road, but will not have any responsibility for its maintenance. If said owner sells his property access will no longer be allowed in accordance with Article IV, Section 3(e) of the Master Deed. Expenses for these services will ultimately be paid by the co-owners as part of their monthly assessment fees. The drives and parking areas will require some routine maintenance, although it is impossible to estimate just how much maintenance might be required in any given year since their life expectancy will vary depending on the type of use, weather conditions, and degree of maintenance.

The condominium premises will also be subject to a number of easements. The master deed describes certain reciprocal easements granted to co-owners and to the association. There are various easements relating to drainage and utilities, which will be described in each title insurance commitment and title insurance policy furnished to buyers.

Until the development of the land described in the master deed has been completed, the developer has reserved the right to unrestricted use of all roads, driveways, and walkways of the condominium and easements to use, tap into, extend, and enlarge all utility mains on association property without any charge or fees except for the reasonable cost to the association of work performed, utilities consumed, and maintenance necessitated as a direct result of the developer's use.

## **Real Estate Taxes**

Taxes on the condominium units are assessed by the Township of Northville, Wayne County, and the Northville School District. Under Michigan law, taxes must be assessed on the basis of 50 percent of true cash value. During the year when the condominium master deed is initially recorded, real property taxes on all newly constructed units will constitute an administration expense to be shared by the co-owners of the units in proportion of their percentages of value. In that initial year, the association will receive one tax bill, which it must pay and reallocate to the individual co-owners of these units. The developer and Builder will contribute to the payment of these taxes its proportionate share for those units that it owns when the taxes become due. In subsequent years, each co-owner will receive an individual tax bill for the co-owner's unit. At this time it is impossible to accurately determine the amount of real property taxes for subsequent years, since those taxes are a function of both property values and tax rates, either of which can rise or fall.

## **Recreational Facilities**

The developer does not plan to construct any recreational facilities as a part of

the project.

### **Legal Matters**

There are no pending proceedings, either legal or administrative, that involve either the condominium project or the developer and its officers and shareholders in their capacity as such, and the developer has no knowledge of any such proceedings that might be threatened.

Erich J. D'Andrea, Esq. of Brashear Tangora, et. al., 33300 5 Mile Rd., Suite 210, Livonia, MI 48154, has served as legal counsel in connection with the preparation of this disclosure statement and the other condominium documents. Legal counsel has not passed on the accuracy of the factual matters in these documents.

The matters discussed in this disclosure statement are intended to highlight only a few of the more important facts relating to the project. Buyers are urged to read all condominium documents carefully and to engage a lawyer or another adviser in connection with the purchase of a unit in the project.

# Bella Vista Condominium Association

## Rules and Regulations

This document contains a list of Rules and Regulations adopted by the Bella Vista Condominium Association ("Association") Board of Directors ("Board"), in accordance with the Bella Vista Condominium Project Master Deed ("Master Deed") and in accordance with Article XI.4.h. of the Bella Vista Condominiums Bylaws ("Bylaws"). The Master Deed and Bylaws referenced herein are dated October 14, 2003 (as amended on November 11, 2003).

These Rules and Regulations are effective as of the date each Rule and Regulation was adopted (such date noted below). Each Rule and Regulation remains in effect unless affirmatively revoked and are binding on all Unit holders.

### **Rule 1.0 Process for late payment of Assessment (Dues) or other amounts owing to the Association**

**Date Adopted: March 29, 2009**

Per Bylaws Article II.2.a., the Board will develop an annual budget and based upon such budget, will determine the amount of the Regular Assessment (otherwise known as annual dues). Further, per Articles II.2.b., c., and d., the Board (from time to time) may need to impose Special Assessments, Remedial Assessments or Working Capital Contributions. Per Bylaw Article II.4. and Article XI.3., the Board has the authority to impose penalties for nonpayment or late payment of such items ("Late Payment Fines"). The process and Late Payment Fines below apply to all types of Assessments, Capital Contributions and other general amounts owing to the Association.

- Step 1: Association notifies ("Date of Notification") Unit holder of assessment or other amounts owing ("Original Assessment")
  - Unit holder has 30 days to pay the Original Assessment
- Step 2: 30 days from Date of Notification
  - Unit holder is notified of the remaining balance on the Original Assessment and that Late Payment Fines have commenced
    - Late Payment Fines
      - A monthly Late Payment Fine will be imposed for each month that an amount remains owing to the Association
      - The monthly amount equals 5% of the Original Assessment amount, regardless of the amount that remains unpaid
      - The Late Payment Fines continue to be imposed as long as a portion of the Original Assessment, Late Payment Fine, Lien Payment (defined below) or any other general amount owing to the Association remains unpaid
- Step 3: 60 days from Date of Notification
  - To the extent a Unit holder has an aggregate balance owing to the Association in excess of \$500, for a period of 60 days or more, the Association will initiate a Lien against the Unit per Bylaws Article II.5. The amount of the Lien will include:
    - Original Assessment unpaid balance;

# Bella Vista Condominium Association

## Rules and Regulations

- Late Payment Fines unpaid balance; plus
- A \$500 Lien Charge to cover the cost of executing the Lien, legal fees and other fees
- Step 4: 120 Days from Date of Notification
  - Association will explore additional remedies available to it under the Master Deed and Bylaws, including but not limited to, legal action and/or foreclosure
- Numerical Example:
  - Unit holders are notified of a Regular Assessment in the amount of \$1,200 on January 1<sup>st</sup>
  - Unit holder pays \$600 to the Association on January 25<sup>th</sup>
  - Notification of the \$600 unpaid balances is issued on February 1<sup>st</sup>; Late Payment Fines commence
  - Monthly Late Payment Fine is \$60 (5% of \$1,200)
  - On March 1<sup>st</sup>, Association places a Lien on the Unit in the amount of \$1,160 (600 Original Assessment unpaid balance plus \$60 in Late Payment Fines unpaid balance plus a \$500 Lien Charge)
  - Note: the Lien amount will grow monthly as additional Late Payment Fines are imposed.

### **Rule 2.0 Failure to Install Landscaping or adequately maintain Landscaping**

**Date Adopted: March 29, 2009**

Per Bylaws Article VI.21., Landscaping must be installed within 7 months from the date of completion of the residential dwelling (hereinafter referred to as "Final Landscaping"). Per the authority of Bylaws Article XI.3., the Board hereby adopts the following Final Landscaping Fines policy.

- For those Units that had a completed dwelling (i.e. certificate of occupancy) as of March 1, 2009, the Board has agreed to provide a grace period for such units until September 1, 2009. Therefore, for those dwelling that had a certificate of occupancy as of March 1, 2009, Final Landscaping must be installed by September 1, 2009. Unit holders should remember that the Final Landscaping design must abide by the architectural and design requirements included in the Master Deed and Bylaws.
- If Final Landscaping is not installed by September 1<sup>st</sup> or a new Unit receives a certification of occupancy and the Final Landscaping is not installed within 7 months, then the Association will impose the following Final Landscaping Fines.
  - Final Landscaping Fines:
    - 7 months from the date the certificate of occupancy is received
      - \$500 Fine imposed
    - Monthly thereafter
      - \$150 Fine for each month thereafter until the Final Landscaping is installed

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## Rules and Regulations

- If the Final Landscaping is not installed in a reasonable time period, the Association will explore additional remedies available to it under the Master Deed and Bylaws, in addition the Final Landscaping Fines noted above.
- The Board interprets Landscaping installation per Article VI of the Bylaws (Final Landscaping) to mean the entire Unit must possess Landscaping, not simply the front yard. Specifically, all square footage of the Unit not covered by the dwelling, must contain an appropriate *combination* of grass, brick pavers, cement, flower beds, mulched or stoned areas, sand for beach areas or other suitable landscaping. The landscaping must be consistent with the overall design and look of the subdivision, per the requirements of the Master Deed and Bylaws, therefore the Board would anticipate that the landscaping would be consistent with those Units that already possess Final Landscaping.
- For those Units that have Final Landscaping installed but the Unit holder fails to adequately maintain their Landscaping, the Association will impose a Fine of \$100 a month for the months of April through November (“Landscaping Maintenance Fines”). Failure to adequately maintain landscaping includes but is not limited to: 1) grass remains uncut and grows to beyond 6 inches in height; 2) grass is not fertilized and an excess amount of weeds develop; 3) flowerbeds are not weeded, and an excessive amount of weeds develop and 4) trees are not trimmed for an extended period of time.
  - Further, per Article VI, the Association may take remedial action and maintain the landscaping and pass such expenses back to the Unit holder in the form of Remedial Assessments and/or Liens, in addition to the monthly Landscaping Maintenance Fines.

### **Rule 3.0 Special Circumstances regarding Assessments, Fines, Lien Charges and Liens**

**Date Adopted: March 29, 2009**

The Board intends to follow the procedures in Rules 1.0 and 2.0 to ensure equitable treatment across all Unit holders; as such, the Board does not intend to provide exceptions to Rules 1.0 or 2.0. However, notwithstanding the process and Fine amounts detailed in Rules 1.0 and 2.0, the Board reserves the right to levy *additional* Fines against specific Unit holders that are chronic late payers of Assessments or that violate the terms of the Master Deed or Bylaws in a material or recurring way. This authority is granted to the Board under Bylaws Article II.4.

### **Rule 4.0 Suspension of Voting Rights for Co-owners for failure to pay Assessments**

**Date Adopted: March 28, 2010**

Per Bylaws Article II.7. a Co-owner in default of their assessed payment obligations shall not have the right to vote at any meetings of the Association. Specifically, any Co-owner that has outstanding assessments, Fines or Penalties after 30 days of notice of such amounts, shall not have the right to vote at any meeting of the Association. Voting rights will be restored upon Co-owners payment of all

# Bella Vista Condominium Association

## Rules and Regulations

outstanding liabilities to the Association. This provision also applies to Developer, as defined in the Bylaws.

### **Rule 5.0 Suspension of Voting Rights for Board member for failure to pay Assessments**

**Date Adopted: March 28, 2010**

Any Board member (that is also a Co-owner) that has outstanding assessments, Fines or Penalties after 30 days of notice of such amounts, shall not have the right to vote at any Board meeting of the Association. Board member voting rights will be restored upon payment of all outstanding liabilities to the Association.