

OAKLAND COUNTY TREASURERS CERTIFICATE  
This is to certify that there are no delinquent property taxes as of this date owed to our office on this property. No representation is made as to the status of any taxes, tax liens or titles owed to any other entities.

LIBER 50670 PAGE 439  
\$21.00 MISC RECORDING  
\$4.00 REMONUMENTATION  
\$5.00 AUTOMATION  
05/16/2017 04:05:44 PM RECEIPT# 56700  
PAID RECORDED - Oakland County, MI  
Lisa Brown, Clerk/Register of Deeds

MAY 16 2017

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

5.00

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MASTER DEED  
HERITAGE RIDGE

This Master Deed is made and executed on this 13<sup>th</sup> day of April, 2017, by HERITAGE WHITE LAKE, L.L.C., a Michigan limited liability company, (hereinafter referred to as "Developer"), whose address is 37682 Turnberry Court, Farmington Hills, Farmington Hills, Michigan 48331, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act".

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

NOW, THEREFORE, the Developer does, upon the recording hereof, establish HERITAGE RIDGE as a Condominium Project under the Act and does declare that HERITAGE RIDGE (hereinafter referred to as the "Condominium," "Project" or the "Condominium Project") shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits A and B hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, and its successors and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

69P

ARTICLE I  
TITLE AND NATURE

The Condominium Project shall be known as HERITAGE RIDGE, Oakland County Condominium Subdivision Plan No. 2188. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the

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number, boundaries, dimensions and area of each, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium Project and/or from a public road. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners and General Common Elements of the Condominium Project.

**ARTICLE II  
LEGAL DESCRIPTION**

The land which is submitted to the Condominium Project established by this Master Deed is located in the Village of Milford, County of Oakland, State of Michigan, and is described as follows:

Being part of the Southeast 1/4 of the Northwest 1/4 of Section 15, Town 2 North Range 7 East, Milford Township, Oakland County, Michigan.

Commencing at the East 1/4 Corner of Section 15; thence ~~North~~ 89 degrees 39 minutes 18 seconds West 2651.94 feet to the Center of Section 15; thence North 00 degrees 33 minutes 52 seconds East 1132.54 feet to the Northern corner of Lot 5, Milford's Heritage Hill No. 1 recorded in Liber 10431, Page 695 Oakland County records also being the Point of Beginning; thence North 89 degrees 28 minutes 10 seconds West 140.77 feet to a point on the westerly line of said Milford's Heritage Hill No. 1; thence South 40 degrees 53 minutes 29 seconds West 353.21 feet along said westerly line; thence North 89 degrees 28 minutes 10 seconds West 441.56 feet to a point on the centerline of Milford Road; thence North 19 degrees 20 minutes 49 seconds East 284.33 feet along said centerline; thence North 18 degrees 43 minutes 29 seconds East 157.91 feet; thence South 89 degrees 28 minutes 10 seconds East 670.00 feet to point on the South line of Heritage Hill Condominium as recorded in Liber 15166, Page 218 Oakland County records; thence South 00 degrees 33 minutes 33 seconds West 150.01 feet to the Point of Beginning. Containing 5.54 acres more or less.

*16-15-176-003 NW 1/4  
16-15-177-002 NW 1/4*

**ARTICLE III  
DEFINITIONS**

Certain terms are utilized not only in this Master Deed and Exhibits A and B hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of the **HERITAGE RIDGE OF MILFORD ASSOCIATION**, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in **HERITAGE RIDGE** as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows;

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

Section 2. Association. "Association" means **HERITAGE RIDGE OF MILFORD ASSOCIATION**, which is the non-profit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage, and maintain the Condominium.

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

Section 4. City. "City" shall mean the Village of Milford, Michigan, a municipal corporation.

Section 5. Common Elements. "Common Elements", where used without modification, means the General Common Elements described in the condominium documents. There are no limited common elements.

Section 6. Condominium Documents. "Condominium Documents" means and includes this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation, Bylaws and rules and regulations, if any, of the Association, as all of the same may be amended from time to time.

Section 7. Condominium Premises. "Condominium Premises" means and includes the land described in Article II above all improvements and structures thereon, and all easements, rights and appurtenances belonging to **HERITAGE RIDGE** as described above.

Section 8. Condominium Project, Condominium or Project. "Condominium Project", "Condominium" or "Project" each mean **HERITAGE RIDGE** as a Condominium Project established in conformity with the Act.

Section 9. Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit B hereto.

Section 10. Consolidating Master Deed. If Developer exercises rights under Articles VII, VIII, or Article IX below, "Consolidating Master Deed" means the final amended Master Deed, if any, describing **HERITAGE RIDGE** as a completed Condominium Project reflecting the entire land area of the Condominium, 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 in the office of the Oakland County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto. In the event the Units and common Elements in the Condominium are constructed in substantial conformance with the proposed Condominium Subdivision Plan attached as Exhibit B to this Master Deed, the Developer shall be able to satisfy the foregoing obligation by filing a certificate

in the office of the Oakland County Register of Deeds confirming that the Units and Common Elements "as built" are in substantial conformity with the proposed Condominium Subdivision Plan and that no Consolidating Master Deed need be recorded. Further, in the event that there is no need to modify the terms of the Master Deed or Bylaws and if the only changes are revisions to the Condominium Subdivision Plan, then there shall be no need to re-record the Master Deed and/or Bylaws but any such revisions may be reflected by the recording of an amendment for the purpose of evidencing the locations of Units, Common Elements and utilities as actually built.

Section 11. Co-Owner or Owner. "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more Units in the Condominium Project. Co-owner includes land contract vendees and vendors as provided in the Act. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".

Section 12. Developer. "Developer" means **HERITAGE WHITE LAKE, L.L.C.**, a Michigan limited liability company, who has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such terms are used in the Condominium Documents.

Section 13. Development and Sales Period. "Development and Sales Period", for the purposes of the Condominium Documents and the rights reserved to Developer thereunder, shall be deemed to continue for so long as Developer continues to own any Unit in the Project.

Section 14. First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-developer Co-owners are permitted to vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after fifty (50%) percent of the Units which may be created are sold, or (b) mandatorily within (i) 54 months from the date of the first Unit conveyance, or (ii) 120 days after seventy five (75%) percent in number of all of the Units which may be created are sold, whichever first occurs.

Section 15. Transitional Control Date. "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

Section 16. Unit or Condominium Unit. "Unit" or "Condominium Unit" each mean a single Unit in **HERITAGE RIDGE** as such space may be described in Article V, Section 1, hereof and on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act. All structures and improvements now or hereafter located within the boundaries of a Unit shall be owned in their entirety by the Co-owner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements.

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

#### ARTICLE IV COMMON ELEMENTS

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

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

(a) Land. The land described in Article II hereof and other common areas, if any, not identified as Units.

(b) Easements. All beneficial ingress, egress, utility and maintenance easements referred to under Article II and Exhibit "B" hereof, if any.

(c) Electrical. The electrical transmission mains throughout the Project, up to the point of lateral connections for Unit service, as well as the electric meter measuring electric service to general common elements maintained by the Association.

(d) Site Lighting. Lights, if any, designed to provide illumination for the Condominium Premises as a whole.

(e) Cable Television. Cable television wiring, if any, throughout the Project located within the right of way (excluding facilities which serve individual units).

(f) Telephone. The telephone system throughout the Project up to the point of lateral connections for Unit service to the extent not owned by service providers.

(g) Gas. The gas distribution system throughout the Project up to the point of lateral connections for Unit service.

(h) Telecommunications. The telecommunications system, if and when any may be installed, up to the point of lateral connections for Unit service, to the extent not owned by service providers.

(i) Water. The public water supply system, if any, throughout the project up to the point of lateral connections for unit service.

(j) Sewers. The public sewage disposal system, if any, throughout the project up to the point of lateral connections for unit service.

(k) Drainage Areas, Retention/Detention Pond. The drainage areas, storm water, retention/detention pond, if any, depicted on the condominium subdivision plan.

(l) Common Signage. The signage located at the entrance of the Project, if any, and all other signage identifying the Project that may hereafter be installed by the Developer or the Association.

(m) Sidewalks. The project sidewalk system, if any.

(n) Natural Preservation Area. The natural preservation area throughout the project.

(o) Roads. Roadway system throughout the project including the island cul-de-sac, if any.

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

Section 2. Limited Common Elements. There are no Limited Common Elements in the project.

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

(a) Co-owner Responsibilities.

(i) Units. The responsibility for and the costs of maintenance, decoration, repair and replacement of each Unit designated in the Condominium Subdivision Plan and all structures and improvements located therein shall be borne by the Co-owner of such Unit; provided, however, that the exterior appearance of the dwellings within the Units, to the extent visible from any other dwelling within a Unit or Common Element in the Project, shall be subject at all times to the approval of the Association and to reasonable aesthetic and maintenance standards prescribed by the Association in duly adopted rules and regulations. Failure of any Co-owner to adhere to such maintenance and aesthetic standards shall entitle the Association to enter upon such Co-owner's Unit and to perform the necessary maintenance, decoration, repair or replacement in accordance with the provisions of this Master Deed.

(ii) Utility Services. All costs of telecommunications, electricity and natural gas and any other utility services shall be borne by the Co-owner of the Unit to which such services are furnished.

(iii) Sanitary Disposal Systems. All costs of initial installation and subsequent maintenance, repair and replacement of and sanitary disposal system (sewage leads, taps, and connections) located within each Unit yard area shall be separately borne by the Co-owners of the Units to which they are respectively appurtenant.

(iv) Water Systems. All costs of initial installation and all subsequent maintenance repair and replacement of each water system (water leads, taps, and connections) located within each unit shall be separately borne by the Co-owners of the units to which they are respectively appurtenant.

(b) Association Responsibilities. The costs of maintenance, repair and replacement of all General Common Elements and ingress and egress easements to the project, if any, shall be borne by the Association, subject to any provisions of the Bylaws expressly to the contrary. The Association shall not be responsible, in the first instance, for performing any maintenance, repair or replacement with respect to residences and their appurtenances located within the Condominium Units or the appurtenant Limited Common Elements. Nevertheless, in order to provide for flexibility in administering the Condominium, the Association, acting through its Board of Directors, may undertake such other regularly recurring, reasonably uniform, periodic exterior maintenance functions with respect to dwellings constructed within any Unit boundaries as it may deem appropriate (including, without limitation, lawn mowing, snow removal and tree trimming). Nothing herein contained however, shall compel the Association to undertake such responsibilities. Any such responsibilities undertaken by the Association shall be charged to any affected Co-owner on a reasonably uniform basis and collected in accordance with the assessment procedures established under Article II of the Bylaws. The Developer, in the initial maintenance budget for the Association, shall be entitled to determine the nature and extent of such services and reasonable rules and regulations may be promulgated in connection therewith.

(c) Utility Service Leads. Any utility service leads which connect any utility lines of any sort located within the Common Elements of the Project to any dwelling shall be Limited Common Elements limited in use to the Unit(s) which they serve.

(d) Driveways and Walks. Driveways and walks are Limited Common Elements serving the Units as depicted on the Condominium Subdivision Plan limited in use to the Unit(s) which they serve.

(e) Storm Sewer and Storm Water Detention/Retention Facilities. The Association shall be responsible to maintain the storm sewer and storm water detention/retention facilities, if any, on the project. If the Association fails to maintain these facilities, then the governing municipality is hereby granted the right to see that the maintenance work regarding these facilities is performed and shall have the right to bill the Association for the work performed. If the bill remains outstanding and unpaid for a period of sixty (60) days, the billing shall become a lien on the property as described in Article II hereof and shall be pro-rated equally among the units within the project.

f) Natural Preservation Areas. The Association shall be responsible to maintain the natural preservation areas in the project in a natural state and to supplement the same with plantings if necessary. This area of the project is not to be improved or landscaped in a finished manner but is meant to provide a natural barrier between the project and adjoining properties. The natural preservation area shall remain as approved by the Village of Milford unless approval for its alteration is obtained from the Village of Milford by the Association.

Section 4. Utility Systems. Some or all of the utility lines, water distribution, sewage disposal, systems, (including mains and service leads) and equipment and the telecommunications, described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment, and the telecommunications, shall be General Common elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatever with respect to the nature or extent of such interest, if any. The extent of the Developer's responsibility will be to see that water, sewage, telephone, electric, and natural gas mains are installed or available within reasonable proximity to, but not within, the Units. Each Co-owner will be entirely responsible for arranging for and paying all costs in connection with extension of such utilities by laterals from the mains to any structures and fixtures located within the Units. In the event that, in the future, it shall be required by a public authority or public authorities or by a majority of Co-owners to install repair, replace, or install public sewer mains or water mains to serve the Units in this Condominium, then the collective costs of installation of such mains assessable to the Condominium Premises as a whole shall be borne equally by all Co-owners.

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

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

Section 1. Description of Units. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of **HERITAGE RIDGE** as prepared by **FRANK PATRELLO P.E.**, and attached hereto as Exhibit B. There are sixteen (16) Units in the Condominium Project established by this Master Deed numbered consecutively 1 through 16. Each Unit shall consist of the area located within Unit boundaries as shown on Exhibit B hereto and delineated with heavy outlines together with all appurtenances thereto.

Section 2. Percentage of Value. The percentage of value assigned to each of the sixteen (1) Units is equal. The percentages of value were computed on the basis that the



comparative characteristics of the Units are such that it is fair and appropriate that each Unit owner vote equally and pay an equal share of the expenses of maintaining the General Common Elements. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the General Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and expenses of administration and the value of such Co-owner's vote at meetings of the Association of Co-owners.

**ARTICLE VI  
SUBDIVISION, CONSOLIDATION  
AND OTHER MODIFICATIONS OF UNITS**

Notwithstanding any other provision of the Master Deed or the Bylaws, and provided that approval is necessary and obtained from the City of Southfield, Units in the Condominium may be subdivided, consolidated, modified and the boundaries relocated, in accordance with Sections 48 and 49 of the Act and this Article; such changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

Section 1. By Developer. Developer reserves the sole right during the Development and Sales Period and without the consent of any other Co-owner or any mortgagee of any Unit to:

(a) Consolidate Units; Relocate Boundaries. Consolidate under single ownership two or more Units which are located adjacent to one another, and relocate any boundaries between adjoining Units with the approval of the City. Such consolidation of Units and relocation of boundaries of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law and in conformity with the Condominium Documents, which amendment or amendments shall be prepared by and at the sole discretion of Developer, its successors or assigns.

(b) Amendments to Effectuate Modifications. In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each of the Units resulting from such consolidation shall be separately identified by number and the percentage of value as set forth in Article V hereof for the Unit or Units consolidated or as to which boundaries are relocated shall be proportionately allocated to the new Condominium Units resulting 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 percentage of value shall be within the sole judgment of 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. Such amendment or amendments to the Master Deed shall also contain such further definitions of General as may be necessary to adequately describe the Units in the Condominium Project as so consolidated. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of Units which Developer or its successors may determine necessary in conjunction with such amendment or amendments.

All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution or such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits hereto.

Section 2. By Co-owners. One or more Co-owners may undertake to relocate boundaries between their Units or eliminate boundaries between 2 or more Units if allowed by the local governing authority and upon written request to and approval by the Association. Upon receipt of such request, the president of the Association shall present the matter to the Board of Directors for review and, if approved by the Board, cause to be prepared an amendment to the Master Deed duly relocating the boundaries, identifying the Units involved reallocating percentages of value (if necessary) and providing for conveyancing between or among the Co-owners involved in relocation of boundaries. The Co-owners requesting relocation of boundaries shall bear all costs of such amendment. Such relocation or elimination of boundaries shall not become effective, however, until the amendment to the Master Deed has been recorded in the office of the Oakland County Register of Deeds.

## ARTICLE VII NO EXPANSION OF THE CONDOMINIUM; RESERVATION OF RIGHTS UNDER SECTION 67

No expansion rights have been reserved by the Developer notwithstanding the provisions of the Condominium Act. The Developer reserves, retains and incorporates all contraction and amendment rights provided under the several subsections of Section 67 of the Act, as amended.

## ARTICLE VIII CONVERTIBLE AREAS

Section 1. Designation of Convertible Areas. The areas designated on the Condominium Subdivision Plan as convertible areas are convertible areas under the Act within which the Units and Common Elements may be modified as provided herein.

Section 2. The Developer's Right to Modify Units and Common Elements. The Developer reserves the right in its sole discretion, during a period ending six years after the date on which this Master deed was recorded, to modify the size, location, design or elevation of Units and/or General Common Elements appurtenant or geographically proximate to such Units within the Convertible Areas above designated for such purpose, so long as such modifications are governed by and approved by the governing municipal authority and do not unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute or amenity of any Unit which adjoins or is proximate to the modified Unit or Common Element.

Section 3. Compatibility of Improvements. All improvements constructed within the Convertible Areas described above shall be reasonably compatible with the structures on other

portions of the Condominium Project. No improvements, other than as above indicated, may be created on the Convertible Areas.

## ARTICLE IX OPERATIVE PROVISIONS

Any amendments pursuant to Article VII and/or Article VIII above shall be approved by the Village of Milford or the governing municipal authority, if necessary, (with copies provided) and shall be governed by the provisions as set forth below.

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

Section 2. Redefinition of Common Elements. Such amendments to the Master Deed shall also contain such further definitions and redefinitions of General Common Elements as may be necessary to adequately describe, serve and provide access to the modified Units. In connection with any such amendments, the Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article.

Section 3. 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 VII and or VIII above and to any proportionate reallocation of percentages of value of existing Units which the Developer may determine necessary in conjunction with such amendments. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and Exhibits hereto.

Section 4. 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, provided, however, that no Consolidating Master Deed need be recorded if not required under the provisions

of Article III. The Consolidating Master Deed, if and when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

## ARTICLE X EASEMENTS

Section 1. Easement for Maintenance of Encroachments and Utilities. In the event of any encroachments due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings and improvements for the continuing maintenance, repair, replacement, enlargement of or tapping into all utilities in the Condominium. This section shall not be construed to allow or permit any encroachment upon or an easement for an encroachment upon units described in the Master Deed as land and/or air space above and/or below said land without the consent of the Co-owner of the Unit to be burdened by the encroachment or easement.

Section 2. Rights Retained by Developer.

(a) Dedication of Roadways. The Developer reserves the right at any time during the Development and Sales Period to dedicate to the public a right-of-way of such width as may be required by the local public authority over any or all of the roadways, if any, or condominium premises not previously dedicated and shown as General Common Elements in the Condominium Subdivision Plan. Any such right-of-way dedication may be made by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to the Condominium Subdivision Plan hereto, recorded in the Oakland County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing rights-of-way dedication. The Association may exercise this dedication right after the Development and Sales Period end. This right may be exercised even if not required by a governmental agency.

(b) Granting Utility Rights to Agencies. The Developer reserves the right at any time during the Development and Sales Period to grant easements for utilities over, under and across the Condominium, to appropriate governmental agencies or public utility companies and to transfer title of utilities to governmental agencies or to utility companies. Any such easement or transfer of title may be conveyed by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Oakland County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this

Master Deed as may be required to effectuate the foregoing grant of easement or transfer of title.

(c) Use of Facilities. Developer and its duly authorized agents, representatives and employees may maintain offices and other facilities on the Condominium Premises and engage in any acts reasonably necessary to facilitate the development and sale of Units in the Condominium Project. In connection therewith, the Developer shall have full access to all common elements and unsold Units.

Section 3. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such reasonable easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes or other lawful purposes as may be necessary for the benefit of the Condominium subject, however, to the approval of the Developer so long as the Development and Sales Period has not expired. No easements created under the Condominium Documents may be modified, nor may any of the obligations with respect thereto be varied, without the consent of each person benefitted or burdened thereby.

Section 4. Association Easements for Maintenance, Repair and Replacement. The Developer, the Association and all public or private utilities and governing authority 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; provided, however, that the easements granted hereunder shall not entitle any person other than the Owner thereof to gain entrance to the interior of any dwelling Unit or garage located within a Unit or yard area appurtenant thereto.

Section 5. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Development and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements, and to the extent allowed by law, contracts for sharing any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, video-text, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein; Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any Telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

Section 6. Location of Easements. Developer has reserved for the benefit of itself, its successors and assigns, the Association and future owners of the project, easements to, through and over those portions of the land including all units and set back areas for all maintenance and improvements as depicted in Exhibit B.

Section 7. Special Assessment for Improvement of Public Roads. Upon approval of an affirmative vote of not less than 51% of all Co-owners, the Association shall be vested with the power and authority to sign petitions requesting establishment of a special assessment district pursuant to provisions of applicable Michigan Statutes for improvement of roads within or adjacent to the condominium premises.

In the event that a special assessment road improvement project is established, pursuant to applicable Michigan law, that the collective cost assessable to condominium premises as a whole shall be borne equally by all Co-owners.

Section 8. Access Easement. The Village of Milford is hereby granted an easement for ingress and egress for maintenance, repair and replace over the Condominium Premises to maintain, repair and replace any public utilities located within the Condominium Project described and shown in Exhibit "B".

Section 9. Emergency Vehicle and Public Services Access Easement. There shall exist for the benefit of the Village of Milford, any emergency service agency and the United States Postal Service ("USPS"), an easement over all roads in the Condominium for use by the Village of Milford service providers, USPS, garbage collection and/or emergency vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services and other lawful governmental or private emergency services to the Condominium Project and Co-owners thereof. This grant of easement shall in no way be construed as a dedication of any streets, roads or driveways to the public.

Section 10. Easements for Greenbelts and Natural Preservation The areas marked as "Greenbelt" Easement and Natural Preservation Area on the Condominium Subdivision Plan may not be disturbed or modified and no improvements may be constructed within those areas without prior written approval of the Village of Milford and the Association Board of Directors. Additionally, all limitations imposed on the use of the Greenbelt areas and Nature Preserve Area as set forth in Bylaws Section 22 and also under the site plan approved by the Village of Milford, Site Plan File No. 15-08 are incorporated by reference. The Village of Milford shall have the right, but not an obligation to enforce these easement rights against any party violating the terms of these provisions in a court of competent jurisdiction and recover its actual costs and attorney's fees.

Section 11. Detention Pond Easement. A perpetual non-exclusive easement is imposed over portions of Units 14, 15 and 16 for a detention and storm drainage facility as depicted on the Condominium Subdivision Plan and required under Village of Milford Site Plan No. 15. The Village of Milford shall have the right, but not an obligation to enforce these easement rights against any party violating the terms of these provisions in a court of competent jurisdiction and recover its actual costs and attorney's fees.

Section 12. Utility and Sidewalk Easements Granted to Village. By recording this Master Deed the Developer grants to the Village of Milford:

- (a) A non-exclusive perpetual sidewalk easement along Milford Road as depicted on the Condominium Subdivision Plan, Sheet 4;
- (b) A non-exclusive perpetual easement for public utilities as shown in the Condominium Subdivision Plan Sheet 4; and
- (c) A non-exclusive perpetual easement for future public utilities to connect to public utilities in the Milford Road right-of-way and any future or existing public utilities on adjacent land to the south of the Condominium Project.

## ARTICLE XI AMENDMENT

This Master Deed and the Condominium Subdivision Plan may be amended with the consent of 66-2/3% of the Co-owners, except as hereinafter set forth:

Section 1. Modification of Units or Common Elements. No Unit dimension may be modified in any material way without the consent of the Co-owner of such Unit or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the Co-owner of any Unit to which the same are appurtenant.

Section 2. Mortgagee Consent. Whenever a proposed amendment would materially alter or change the rights of mortgagees generally, then such amendments shall require the approval of 67% of all first mortgagees of record allocating one vote for each mortgage held.

Section 3. By Developer. Prior to 1 year after expiration of the Development and Sales Period, the Developer may, without consent of any Co-owner or any other person, amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit B in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit A as do not materially affect any rights of any Co-owners or mortgagees in the Project.

Section 4. Change in Percentage of Value. The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent.

Section 5. Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of the Developer and 100% of non-Developer Co-owners, and the written consent of the City.

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

Section 7. By Association Board of Directors. The right is further reserved to the Board Directors of the Association, after the Development and Sales Period ends, to make amendments to the Master Deed and Bylaws without the consent of mortgagees or the Co-owners as long as the amendments do not materially change the rights of the Co-owners and subject only to the provisions of Section 90(1) of the Act. For the purpose of this Section 7 an amendment that does not materially change the rights of a Co-owner or mortgagee includes, but is not limited, to modifications of Common Elements and appurtenant Limited Common Elements, provisions related to insurance, reconstruction, maintenance, repair and replacement, fines, fees, and changes or additions related to health, safety and welfare of the Co-owners and occupants, or the operation and administration of the Condominium Project generally, and by accepting title to a Unit a Co-owner agrees that all such amendments do not materially change a Co-owner's rights.


Section 8. Village of Milford Approval Rights. No rights granted to the Village of Milford nor any requirements imposed by the Village of Milford as part of its approval of Village of Milford Site Plan No. 15-08 may be altered or amended without the express written consent of the Village of Milford which may be granted or withheld in the Village of Milford's sole and absolute discretion.

## **ARTICLE XII ASSIGNMENT**

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




**HERITAGE WHITE LAKE, L.L.C.**

By:   
BARRY A. NOSANCHUK  
President, Nosan Homes, Inc.  
Its: Manager

STATE OF MICHIGAN )  
 )§  
COUNTY OF OAKLAND )

On This 13 day of April 2017, the foregoing Master Deed was acknowledged before me by **BARRY A. NOSANCHUK**, President, Nosan Homes Inc. the Manager of **HERITAGE WHITE LAKE, L.L.C.**, a Michigan Limited Liability Company, on behalf of and with the authority of the Company.

LORI ANN BEATTY  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES Oct 8, 2022  
ACTING IN COUNTY OF

  
Notary Public,                      County, Michigan  
My Commission Expires: Oct 8 2022  
Acting in Oakland County

Master Deed Drafted By: **Barry Nosanchuk**  
37682 Turnberry Court  
Farmington Hills, Michigan 48331  
(248) 684-6500

When Recorded Return To: **Heritage White Lake, L.L.C.**  
37682 Turnberry Court  
Farmington Hills, Michigan 48331

**BYLAWS****HERITAGE RIDGE****EXHIBIT A****ARTICLE I  
ASSOCIATION OF CO-OWNERS**

**HERITAGE RIDGE**, a residential Condominium Project located in Village of Milford, Oakland County, Michigan, shall be administered by an Association of Co-owners which shall be a non-profit corporation, hereinafter called the "Association", organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easement and affairs of the Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3(8) of the Act and the Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Co-owner shall be entitled to membership and no other person or entity shall be entitled to membership. The share of the 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. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

**ARTICLE II  
ASSESSMENTS**

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

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

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

- (a) **Budget.** The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those General Common Elements that must be repaired or 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 ten (10%) percent of the Association's current annual budget on a noncumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for this particular project, the Association of Co-owners should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. Upon adoption of an annual budget by the 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 failure to deliver 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. Should the Board of Directors at any time decide, 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 repairs or replacements of existing General Common Elements, (3) to provide additions to the General Common Elements not exceeding \$10,000.00 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 or 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 3 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 of 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 requirements of the Association, including, but not limited to: (1) assessments for additions to the General Common Elements of a cost exceeding \$10,000.00 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 sixty (60%) percent of all Co-owners. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or of the members thereof.

**Section 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. Annual assessments as determined in accordance with Article II, Section 2(a) above shall be payable by Co-owners in twelve (12) equal monthly installments, 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. 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 for ten (10) or more days may bear interest from the initial due date thereof at the rate of seven (7%) percent per annum until each installment is paid in full. The Association may assess reasonable automatic late charges or may pursuant to Article XIX hereof, levy fines for late payment of assessments in addition to such interest. Each Co-owner (whether one (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 so personally liable and such land contract seller shall not be personally liable for all such assessments levied up to and including the date upon which such land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorney's fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates.

**Section 4. 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.

**Section 5. Enforcement.**

- (a) **Remedies.** In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. In the event of default by an Co-owner in the payment of any installment of the annual assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any utilities or other services to a Co-owner in default upon seven (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 to and from his Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him. The Association may also assess fines for late payment or non-payment of assessments in accordance with the provisions of Article XIX 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) **Notice of Action.** Notwithstanding the foregoing, neither a judicial foreclosure action or a suit at law for a money judgment shall be

commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address, a written notice that one (1) 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's fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. Such affidavit shall be recorded in the office of the Register of Deeds in the county in which the Project is located prior to commencement of any foreclosure proceedings, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the delinquent Co-owner and shall inform him that he may request a judicial hearing by bringing suit against the Association.

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

**Section 6. Liability of Mortgagee.** Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit).

**Section 7. Developer's Responsibility for Assessments.** The Developer of the Condominium, although a member of the Association, shall not be responsible at any time for payment of the regular Association assessments. The Developer, however, shall at all times pay all expenses of maintaining the Units that it owns, including the improvements located thereon, together with a proportionate share of all current expenses of administration actually incurred by the Association from time to time, except expenses related to maintenance and use of the Units in the Project and of the improvements constructed within or appurtenant to the Units that are not owned by Developer. For purposes of the foregoing sentence, the Developer's proportionate

share of such expenses shall be based upon the ratio of all Units owned by the Developer at the time the expense is incurred to the total number of Units then in the Project. In no event shall the Developer be responsible for payment of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments, except with respect to Units owned by it on which a completed residential dwelling is located. For instance, the only expenses presently contemplated that the Developer might be expected to pay are **pro rata** share of maintenance for the General Common Element areas, and pro-rata share of any liability insurance and other administrative costs which the Association might incur from time to time. Any assessments levied by the Association against the Developer for other purposes shall be void without Developer's consent. Further, the developer shall in no event be liable for any assessment levied in whole or in part to purchase any Unit from the Developer or to finance any litigation or other claims against the Developer, any costs of investigating and preparing such litigation or claim or any similar or related costs. A "completed residential dwelling" shall mean a residential dwelling with respect to which a certificate of occupancy has been issued by City of Southfield.

**Section 8. 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, or as the same may be amended from time to time.

**Section 9. Personal Property Tax Assessment of Association Property.** The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

**Section 10. 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 126 of the Act.

**Section 11. Statement as to Unpaid Assessments.** The purchaser of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments thereon, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such Unit shall render any unpaid assessments and the lien securing the same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record.

### ARTICLE III ALTERNATIVE DISPUTE RESOLUTION; CIVIL ACTIONS

In the event of a dispute between the Association and a Co-owner other than the Developer, or a dispute or any claims or grievance between the Co-owners related to the application or

enforcement of any Condominium Documents, any party to the dispute may demand the dispute be resolved arbitration as provided under Section 54(8) of the Act (“Alternative Dispute Resolution” or “ADR”)

**Section 1. Demand and Election.**

(a) Section 54(8) of the Act provides in part:

“The Bylaws shall contain a provision providing that arbitration if disputes, claims and grievances arising out of or relating to the interpretation of the application of the condominium document or arising out of disputes among or between Co-owners shall be submitted to arbitration and that parties to the dispute claim or grievance shall accept the arbitrator decision as final and binding...”

(b) If the demand for Alternative Dispute Resolution is made, no lawsuit may be commenced in any court.

**Section 2. Rules.** The commercial arbitration rules of the American Arbitration Association (or any recognized successor or equivalent of the American Arbitration Association should it no longer exist) shall govern arbitration proceedings if arbitration is elected. The rules of a qualified mediation service shall govern mediation proceedings, including mediation conducted by a mediator not affiliated with such a service.

**Section 3. Attorney Fees and Costs.** Unless the mediation or arbitration rules specifically provide to the contrary, the prevailing party, as determined by the mediator or arbitrator, shall be reimbursed for its actual costs and attorney fees as part of any award.

**Section 4. Enforcement.** The decision made in any Alternative Dispute Resolution forum shall be enforceable in circuit court (or district court if a monetary award is below the circuit court jurisdictional amount).

**Section 5. Lien Claims Not Subject to ADR Election; Not Applicable to Developer.** Disputes related to assessments and liens for assessments may not be subjected to the provisions of this Article, including contests of the lien or any subsequent foreclosure proceedings, except with the consent of the Association, which may be withheld in the Association’s absolute and sole discretion. The consent of the Association in that circumstance must be in writing. The provisions of Sections 1 through 4 above shall not apply to disputes between the Association and the Developer or between a Co-owner and the Developer unless the Developer has consented to be subject to these provisions in writing.



**Section 6. Co-owner Approval for Civil Actions Against Developer; Election of Remedies.**

- (a) Any civil action proposed by the Board of Directors on behalf of the Association to be initiated against the Developer, its agents or assigns, and/or the First Board of Directors of the Association or other Developer-appointed directors, for any reason, shall be subject to approval by a vote of sixty-six and two-thirds (66 2/3%) percent of all Co-owners and notice of such proposed action must be given in writing to all Co-owners in accordance with Section 8 through 19 below. Such vote may only be taken at a meeting of the Co-owners and no proxies or absentee ballots shall be permitted to be used, notwithstanding the provisions of Article VIII, Section 5.
- (b) Election by the parties to any such disputes, claims or grievances to submit such disputes, claims or grievances to arbitration shall preclude such parties from litigating such disputes, claims or grievances in the Court.

**Section 7. Not Applicable to Title Claims.** Questions involving or affecting the claim of title of any person to any fee or life estate in real estate are not subject to this Article.

**Section 8. Actions on Behalf of or Against Co-owners.** Actions on behalf of and against Co-owners shall be brought in the name of the Association. Subject to the express limitations on actions in these Bylaws and in the Association's Articles of Incorporation, the Association may assert, defend or settle claims on behalf of all Co-owners in connection with the Common Elements of the Condominium.

**Section 9. Commencement of Civil Actions.** As provided in the Articles of Incorporation of the Association, the commencement of any civil action (other than one to enforce these Bylaws or collect delinquent assessments) shall require the approval of a majority in number and in value of the Co-owners, and shall be governed by the requirements of this Article. The requirements of this Article are intended to ensure that the Co-owners are fully informed regarding the prospects and likely costs of any civil action the Association proposes to engage in, as well as the ongoing status of any civil actions the Association proposes to engage in, as well as the ongoing status of any civil actions actually filed by the Association. These requirements are imposed in order to reduce both the cost of litigation and the risk of improvident litigation, and in order to avoid the waste of the Association's assets in litigation where reasonable and prudent alternatives to the litigation exist. Each Co-owner shall have standing to sue to enforce the requirements of this Article. The following procedures and requirements apply to the Association's commencement of any civil action **other than an action to enforce these Bylaws or to collect delinquent assessments.**

**Section 10. Board of Directors' Recommendation to Co-owners.** The Association's Board of Directors shall be responsible in the first instance for recommending to the Co-owners that a civil action be filed and supervising and directing any civil actions that are filed.

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

- (a) A certified resolution of the Board setting forth in detail the concerns of the Board giving rise to the need to file a civil action and further certifying that:
  - (i) it is in the best interest of the corporation to file a lawsuit;
  - (ii) that at least one (1) Board member has personally made a good faith effort to negotiate a settlement with the putative defendant(s) on behalf of the corporation, without success;
  - (iii) litigation is the only prudent, feasible and reasonable alternative; and
  - (iv) the Board’s proposed attorney for the civil action is of the written opinion that litigation is the corporation’s most reasonable and prudent alternative.
- (b) A written summary of the relevant experience of the attorney (“litigation attorney”) the Board recommends be retained to represent the corporation in the proposed civil action, including the following information:
  - (i) the number of years the litigation attorney has practiced law; and
  - (ii) the name and address of every condominium and homeowner association for which the attorney has filed a civil action in any court, together with the case number, county and court in which each civil action was filed.
- (c) The litigation attorney’s written estimate of the amount of the corporation’s likely recovery in the proposed lawsuit, net of legal fees, court costs, expert witness fees and all other expenses expected to be incurred in the civil action.
- (d) The litigation attorney’s written estimate of the cost of the civil action through a trial on the merits of the case (“total estimated cost”). The total estimated cost of the civil action shall include the litigation attorney’s expected fees, court costs, expert witness fees and all other expenses expected to be incurred in the civil action.

- (e) The litigation attorney's proposed written fee agreement.
- (f) The amount to be specifically assessed against each Unit in the Condominium to fund the estimated cost of the civil action in both total and on a monthly per Unit basis, as required by this subsection.

**Section 12. Independent Expert Opinion.** If the lawsuit relates to the condition of any of the Common Elements of the Condominium, the Board of Directors shall obtain a written independent expert opinion as to reasonable and practical alternative approaches to repairing the problems with the Common Elements which shall set forth the estimated costs and expected viability of each alternative. In obtaining the independent expert opinion required by the preceding sentence, the Board shall conduct its own investigation as to the qualifications of any expert and shall not retain any expert recommended by the litigation attorney or any other attorney with whom the Board consults. The purpose of the independent expert opinion is to avoid any potential confusion regarding the condition of the Common Elements that might be created by a report prepared as an instrument of advocacy for use in a civil action. The independent expert opinion will ensure that the Co-owners have a realistic appraisal of the condition of the Common Elements, the likely cost of repairs to or replacement of the same, and the reasonable and prudent repair and replacement alternatives. The independent expert opinion shall be sent to the Co-owners with the written notice of the litigation evaluation meeting.

**Section 13. Fee Agreement with Litigation Attorney.** The corporation shall have a written fee agreement with the litigation attorney and any other attorney retained to handle the proposed civil action. The corporation shall not enter into any fee agreement that is a combination of the retained attorney's hourly rate and a contingent fee arrangement unless the existence of the agreement is disclosed to the Co-owners in the text of the corporation's written notice to the members of the litigation evaluation meeting.

**Section 14. Co-owner Vote Required.** At the litigation evaluation meeting, the Co-owners shall vote on whether to authorize the Board of Directors to proceed with the proposed civil action and whether the matter should be handled by the proposed litigation attorney. The commencement of any civil action by the corporation (other than a suit to enforce the Condominium Bylaws or collect delinquent assessments) shall require the approval of a majority in value of members of the corporation. Any proxies to be voted at the litigation evaluation meeting must be signed at least seven (7) days prior to the litigation evaluation meeting.

**Section 15. Litigation Special Assessment.** All legal fees incurred in pursuit of any civil action that is subject to Section 8 through 18 of this Article shall be paid by special assessment of the Co-owners ("litigation special assessment"). The litigation special assessment shall be approved at the litigation evaluation meeting (or at any subsequent duly called and noticed meeting) by a majority in number and in value of all Co-owners in the amount of the estimated total cost of the civil action. If the litigation attorney proposed by the Board of Directors is not retained, the litigation special assessment shall be in an amount equal to the retained attorney's estimated total cost of the civil action. The litigation special assessment shall be apportioned to the Co-owners in accordance with their respective percentage of value interests in the Condominium and shall be collected from the Co-owners on a monthly basis. The total amount

of the litigation special assessment shall be collected monthly over a period not to exceed twenty-four (24) months.

**Section 16. Attorney's Written Report.** During the course of any civil action authorized by the Co-owners pursuant to this Article, the retained attorney shall submit a written report ("attorney's written report") to the Board of Directors every thirty (30) days setting forth:

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

**Section 17. Board Meetings.** The Board shall meet monthly during the course of any civil action to discuss and review:

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

**Section 18. Changes in the Litigation Special Assessment.** If at any time during the course of a civil action the Board of Directors determines that the originally estimated total cost of the civil action or any revision thereof is inaccurate, the Board of Directors shall immediately prepare a revised estimate of the total cost of the civil action. If the revised estimate exceeds the litigation special assessment previously approved by the Co-owners, the Board shall call a special meeting of the Co-owners to review the status of the litigation and to allow the Co-owners to vote on whether or not to continue the civil action and increase the litigation special assessment. The meeting shall have the same quorum and voting requirements as a litigation evaluation meeting.

**Section 19. Disclosure of Litigation Expenses.** The attorneys' fees, court costs, expert witness fees and all other expenses of any civil action filed by the Association ("litigation expenses") shall be fully disclosed to the Co-owners in the Association's annual budget. The

litigation expenses for each civil action filed by the Association shall be listed as a separate line item captioned "litigation expenses" in the Association's annual budget.

#### **ARTICLE IV INSURANCE**

**Section 1. Extent of Coverage.** The Association shall, to the extent appropriate in light of the nature of the General Common Elements of the Project, carry fire and extended coverage, vandalism and malicious mischief and liability insurance (in a minimum amount to be determined by the Developer or the Association in its discretion, but in no event less than \$1,000,000.00 per occurrence), officers' and directors' liability insurance, and workmen's compensation insurance, if applicable, and any other insurance the Association may deem applicable, desirable or necessary, pertinent to the ownership, use and maintenance of the General Common Elements and such insurance shall be carried and administered in accordance with the following provisions:

- (a) **Responsibilities of Association.** All such insurance shall be purchased by the Association for the benefit of the Association, the Developer and the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners.
- (b) **Insurance of Common Elements.** All General Common Elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, if applicable and appropriate, in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association.
- (c) **Premium Expenses.** All premiums on Insurance purchased by the Association pursuant to these By-Laws 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 and in no event shall hazard insurance proceeds be used for any purpose other than for repair, replacement or reconstruction of the Project unless all of the institutional holders of first mortgages on Units in the Project have given their prior written approval.

**Section 2. Authority of Association to Settle Insurance Claims.** Each Co-owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the Condominium Project and the General Common Elements appurtenant thereto, which such insurer as may, from time to time, provide such insurance for the Condominium Project. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Co-owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Co-owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

**Section 3. Responsibilities of Co-owners.** Each Co-owner shall be obligated and responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to the building and all other improvements constructed or to be constructed within the perimeter of his Condominium Unit and for his personal property located therein or thereon or elsewhere on the Condominium Project. There is no responsibility on the part of the Association to insure any of such improvements whatsoever. All such insurance shall be carried by each Co-owner in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. Each Co-owner shall deliver certificates of insurance to the Association from time to time to evidence the continued existence of all insurance required to be maintained by the Co-owner hereunder. In the event of the failure of a Co-owner to obtain such insurance or to provide evidence thereof to the Association, the Association may obtain such insurance on behalf of such Co-owner and the premiums therefore shall constitute a lien against the Co-owner's Unit which may be collected from the Co-owner in the same manner that Association assessments may be collected in accordance with Article II hereof. Each Co-owner also shall be obligated to obtain insurance coverage for his personal liability for occurrences within the perimeter of his Unit or the improvements located thereon (naming the Association and the Developer as insured), and also for any other personal insurance coverage that the Co-owner wishes to carry. Such insurance shall be carried in such minimum amounts as may be specified by the Association (and as specified by the Developer during the Development and Sales Period) and each Co-owner shall furnish evidence of such coverage to the Association or the Developer upon request. The Association shall under no circumstances have any obligation to obtain any of the insurance coverage described in this Section 3 or any liability to any person for failure to do so.

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

**Section 5. Indemnification.** Each individual Co-owner shall indemnify and hold harmless every other Co-owner, the Developer and the Association for all damages and costs, including attorneys' fees, which such other Co-owners, the Developer or the Association may suffer as a result of defending any claim arising out of an occurrence on or within such individual

Co-owner's Unit and shall carry insurance to secure this indemnity if so required by the Association (or the Developer during the Development and Sales Period). This Section 5 shall not be construed to give any insurer any subrogation right or other right or claim against any individual Co-owner, however.

## ARTICLE V RECONSTRUCTION OR REPAIR

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

- (a) **General Common Element.** If the damaged property is a General Common Element the damaged property shall be rebuilt or repaired unless all of the Co-owners and all of the institutional holders of mortgages on any Unit in the Project unanimously agree to the contrary.
- (b) **Unit or Improvements Thereon.** If the damaged property is a Unit or any improvements thereon, the Co-owner of such Unit alone shall determine whether to rebuild or repair the damaged property, subject to the rights of any mortgagee or other person or entity having an interest in such property, and such Co-owner shall be responsible for any reconstruction or repair that he elects to make. The Co-owner shall in any event remove all debris and restore his Unit and the improvements thereon to a clean and sightly condition satisfactory to the Association and in accordance with the provisions of Article VI hereof as soon as reasonably possible following the occurrence of the damage. In the event that a Co-owner has failed to repair, restore, demolish or remove the improvements on the Co-owner's Unit under this Section, the Association shall have the right (but not the obligation) to undertake reasonable repair, restoration, demolition or removal and shall have the right to place a lien on the Unit for the amounts expended by the Association for that purpose which may be foreclosed as provided for in these Bylaws.

**Section 2. Repair in Accordance with Master Deed, Etc.** Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the original plans and specifications for any damaged improvements located within the Unit unless the Co-owners shall unanimously decide otherwise.

**Section 3. Association Responsibility for Repair.** Immediately after the occurrence of a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the cost thereof are insufficient, assessment shall be made against all Co-owners for

the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair. This provision shall not be construed to require replacement of mature trees and vegetation with equivalent trees or vegetation.

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

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

- (a) **Taking of Unit or Improvements Thereon.** In the event of any taking of all or any portion of a Unit or any improvements thereon by eminent domain, the award for such taking shall be paid to the Co-owner of such Unit and the mortgagee thereof, as their interests may appear, notwithstanding any provision of the Act to the contrary. If a Co-owner's entire Unit is taken by eminent domain, such Co-owner and his mortgagee shall, after acceptance of the condemnation award therefore, be divested of all interest in the Condominium Project.
- (b) **Taking of General Common Elements.** Any portion of the General Common Elements, the condemnation proceeds relative to such taking shall be paid to the Co-owners and their mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than fifty (50%) percent of the Co-owners shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate. (b) **Taking of General Common Elements.** If there is any taking of
- (c) **Continuation of Condominium After Taking.** In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be resurveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-owners based upon the continuing value of the Condominium of one-hundred (100%) percent. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner.
- (d) **Notification of Mortgagees.** In the event any Unit in the condominium, or any portion thereof, or the Common Elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning



authority, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

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

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

**Section 7. Notification of FHLMC, FNMA, Etc.** In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC"), Federal National Mortgage Association ("FNMA"), Government National Mortgage Association ("GNMA"), the Michigan State Housing Development Authority ("MSHDA"), or insured by the Veterans Administration ("VA"), Department of Housing and Urban Development ("HUD"), Federal Housing Association ("FHA") or any private or public mortgage insurance program, then the Association shall give the aforementioned parties written notice, at such address as they may from time to time direct, of any loss to or taking of the Common Elements of the Condominium if the loss or taking exceeds Ten Thousand (\$10,000.00) Dollars in amount or damage to a Condominium Unit or dwelling covered by a mortgage purchased, held or insured by them exceeds One Thousand (\$1,000.00) Dollars. Furthermore, the Association may, but is not obliged to, inform any such lender of such damages or condemnation actions.

## ARTICLE VI RESTRICTIONS

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

**Section 1. Residential Use.** No Unit in the Condominium shall be used for other than single-family residential purposes and the Common Elements shall be used only for purposes consistent with single-family residential use.

**Section 2. Leasing and Rental.**

- (a) **Right to Lease.** A Co-owner may lease or sell 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, and upon compliance with applicable City or municipal ordinances, if any. With the exception of a lender in possession of a Unit following a 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 shall be permitted to occupy except under a lease the initial term of which is at least six (6) months unless specifically approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer may lease any number of Units in the Condominium in its discretion.

- (b) Leasing Procedures. The leasing of Units in the Project shall conform to the following provisions
- (1) A Co-owner, including the Developer, desiring to rent or lease a Unit, shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a potential lessee and, at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. If the Developer desires to rent Units before the Transitional Control Date, he shall notify either the Advisory Committee or each Co-owner in writing.
  - (2) Tenants and non-owner occupants shall comply with all of the conditions of the Condominium Documents and all leases and rental agreements shall so state.
  - (3) If the Association determines that the tenant or non-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:
    - (i) The Association shall notify the Co-owner by certified mail advising of the alleged violation by the tenant.
    - (ii) 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.
    - (iii) 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-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or non-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this subparagraph may be by summary proceeding. The Association may hold both the tenant and the Co-owner

liable for any damages to the General Common Elements caused by the Co-owner or tenant in connection with the Unit or Condominium Project.

- (4) 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.

### **Section 3. Architectural Control.**

- (a) **Approvals Required.** No building, structure or other improvement shall be constructed within a Condominium Unit or elsewhere within the Condominium Project, nor shall any exterior modification be made to any existing buildings, structure or improvement, unless plans and specifications therefor, containing such detail as the Developer may reasonably request, have been first been approved in writing by the Developer. Construction of any building or other improvements must also receive any necessary approvals from the local public authority. Any building structure or other improvement constructed within or upon a condominium Unit shall comply with the minimum yard set-backs As set by the Village of Milford zoning ordinance.

This area shall be considered the Abuilding envelope@ on each Unit and as shown in Exhibit "B." Buildings shall be located in the building envelope. Developer shall have the right to refuse to approve any such plans or specifications, color and/or material specifications, grading or landscaping plans, or building location plans which are not suitable or desirable in its opinion for aesthetic or other reasons, and in passing upon such plans and specifications it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to be constructed, the proposed location within the Unit and the location of structures within adjoining Units and the degree of harmony thereof with the Condominium as a whole.

- (b) **Construction Materials.** All residences shall have finished exteriors of brick, stone, vinyl, or wood type siding. Any use of any other type of siding must be approved in writing by the Developer. All exterior paints, stains and material colors must be shown as a part of the plans submitted for approval and which must be approved by Developer; samples thereof shall be furnished to Developer upon request. Visible exteriors of cement slag shall be limited to not more than fifteen (15%) percent of the visible

exterior. The Developer shall have the right to approve reasonable deviations from these requirements.

- (c) **Size of Residences.** Each residence hereinafter constructed shall contain, as a minimum size of finished living area as calculated on exterior dimensions, exclusive of porches, patios, garages and basements, twelve hundred (1,200) square feet.
- (d) **Roofs.** No single-level flat roofs shall be permitted on the entire main body of any dwelling, building or other structure. Flat roofs may be installed over Florida rooms, porches or patios, and tasteful flat roofs may be installed on multiple levels of a dwelling, but only if the same are approved by the Developer. The minimum pitch of any roof shall be 6 (vertical/horizontal). No white roofs shall be permitted.
- (e) **Driveways and Garages.** All driveways servicing each unit shall be hard surfaced and constructed of either concrete, asphalt or brick pavers. All garages for individual dwelling units shall be attached to the dwelling.
- (f) **Detached Storage Buildings.** Detached storage buildings and/or garages are prohibited on any unit or common element.
- (g) **Dog-Animal Pens.** No exterior dog or animal pens shall be allowed on any unit or common element, unless approved in writing by the Developer (during the development and sales period) or the Board of Directors.
- (h) **Fences.** No fences are allowed except for dog/animal pens or for in ground pool enclosures. All fences must be of black aluminum Awrought iron style@ and approved by the Developer and/or Association as to style, material and location.
- (i) **General.** The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all Co-owners. Developer's rights under this Article VI, Section 3 may, in Developer's discretion, be assigned to the Association or other successor to Developer. Developer may construct any improvements upon the Condominium Premises that it may, in its sole discretion, elect to make without the necessity of prior consent from the Association or any other person or entity, subject only to the express limitations contained in the Condominium Documents.

**Section 4. Alterations and Modifications of Units and Common Elements.** No Co-owner shall make alterations, modifications or changes in any of the Units or Common Elements, without the express written approval of the Board of Directors (and the Developer during the Development and Sales Period), including, without limitation, the erection of antennas

of any sort (including dish antennas), lights, aerials, awnings, newspaper holders, basketball backboards, flag poles or other exterior attachments or modifications. No attachment, appliance or other item may be installed which is designed to kill or repel insects or other animals by light or humanly audible sound. No Co-owner shall in any way restrict access to any utility line, or any other element that must be accessible to service the Common Elements or any element which affects an Association responsibility in any way.

**Section 5 Activities.** No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium. No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit at any time and disputes among Co-owners, arising as a result of this provision which cannot be amicably resolved, shall be arbitrated by the Association. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: Any activity involving the use of firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices.

**Section 6. Pets.** Ownership of pets shall be limited to no more than two (2) dogs or cats or a combination thereof, not to exceed two (2) each per Co-Owner. The following breed of dogs or any combination thereof are not allowed without the prior approval of the Association, which may be granted or withheld in the sole discretion of the Board of Directors: Chow, Doberman Pincher, Giant Schnauzer, Great Dane, Great Pyrenees, Greater Swiss Mountain Dog, Komondor, Mastiff, Newfoundland, Pit Bull, American Bulldog, Rottweiler, Saint Bernard Wolf dog hybrid. Even if approved by the Association, none of the preceding breeds are allowed unless the Co-owner has provided a certification that: (a) the particular dog or dogs approved are fully vaccinated as is generally required or expected for dogs, (b) that the dog or dogs have not been involved in any incident causing injury to a person, (c) a statement from a veterinarian or other recognized animal related professional that in his or her opinion the dog in question poses no reasonable danger to humans or other canines, and (d) the Co-owner provides proof of insurance and names the Association as an additional insured on any insurance policy protecting against loss or damage arising from actions of the dog or dogs in question. Absent such proof, and certification any approval granted, shall be deemed void. Additionally, no other animals, including household pets, shall be maintained by any Co-owner unless specifically approved in writing by the Association which consent, if given shall be revocable at any time for infraction of the rules with respect to animals. No animal may be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be permitted to run loose at any time upon the Common Elements or upon the Co-owner's Unit, unless inside a structure located thereon, and any animal shall at all times be leashed and attended by some responsible person while on the Common Elements. No savage or dangerous animal shall be kept and any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as the

result of the presence of such animal on the premises, whether or not the Association has given its permission therefor. Each Co-owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner. No dog which barks and can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements even if permission was previously granted to maintain the pet on the premises. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner proved in Article II of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association may, without liability to the owner thereof, remove or cause to be removed any animal from the Condominium which it determines to be in violation of the restrictions imposed by this Section. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. In the event of any violation of this Section, the Board of Directors of the Association may assess fines for such violation in accordance with these Bylaws and in accordance with duly adopted rules and regulations of the Association.

**Section 7. Aesthetics.** The Common Elements and yard areas of all units shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. Trash receptacles shall be maintained in areas designated therefor at all times and shall not be permitted to remain elsewhere on the Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. The Common Elements shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. In general, no activity shall be carried on nor condition maintained by a Co-owner, either in his Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium. Without written approval by the Association, no Co-owner shall change in any way the exterior appearance of the residence and other improvements and appurtenances located within his Unit. Thus, in connection with any maintenance, repair, replacement, decoration or redecoration of such residence, improvements or appurtenances, no Co-owner shall modify the design, material or color of any such item including, without limitation, windows, doors, screens, roofs, siding or any other component which is visible from a Common Element or other Unit.

**Section 8. Vehicles.** No campers, motorhomes, house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, motorcycles, all terrain vehicles, snowmobiles, snowmobile trailers or vehicles, other than automobiles or vehicles used primarily for general personal transportation purposes, may be parked or stored upon the premises of the Condominium except as hereafter provided. All vehicles shall be parked in garages to the extent possible. Any extra vehicles shall be parked within Unit or Yard Areas which have been approved for such purposes by the Association which approval shall not be unreasonably withheld. The Association may require reasonable screening of such supplementary parking areas within any Unit or Yard Area. Garage doors shall be kept closed when not in use. No inoperable vehicles of any type may be brought or stored upon the Condominium Premises either temporarily or permanently. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pickups in the normal course of business. The Association may prohibit the parking of vehicles other than passenger

vehicles on the General common elements and unit areas. Co-owners shall, if the Association shall require, register with the Association all cars maintained on the Condominium Premises. Boats, trailers, and other types of recreational vehicles shall only be stored in garages. The Association may make reasonable rules and regulations in implementation of this Section. The purpose of this Section is to accommodate reasonable Co-owner parking but to avoid unsightly conditions which may detract from the appearance of the Condominium as a whole.

**Section 9. Advertising.** No signs or other advertising devices of any kind shall be displayed which are visible from the exterior of a Unit or on the Common Elements, including "For Sale" signs, without written permission from the Association and during the Development and Sales Period, from the Developer. All signs shall comply with the applicable City ordinances.

**Section 10. 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 any 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.

**Section 11. Right of Access of Association.** The Association or its duly authorized agents shall have access to each Unit from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary to carry out any responsibilities imposed on the Association by the Condominium Documents. The Association or its agents shall also have access to Units and common elements appurtenant thereto as may be necessary to respond to emergencies. 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. This provision, in and of itself, shall not be construed to permit access to the interiors of residences or other structures.

**Section 12. Landscaping.** No Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the General Common Elements or a Unit, without the prior written approval of the Association or the Developer, during the Development and Sales Period, lawns and landscaping required by the City and which must be approved by the Developer shall be installed within six (6) months after construction of the dwelling is completed, or as required by the government municipal authority, whichever is sooner. At least two (2), two inch caliper deciduous tree approved by the developer shall be planted by a Co-Owner between the residence and roadway prior to occupancy of a dwelling. Lawns shall be maintained in a healthy and acceptable manner as specified in standards set by the Association. No trees or vegetation may be removed from the Project or a Unit without the prior approval of the Developer (during the Development and Sales Period) or the Association (after the Development and Sales Period ends). The costs of all landscaping shall be paid by the co-owner of the Unit for which it serves.

**Section 13. Pools.** No outdoor pools or spas are allowed except for in ground pools or spas of which the size, style and placement must be approved by the Developer and/or Association. All pools must be fully fenced and landscaped as required and approved prior to installation by the Developer and/or Association.

**Section 14. Common Element Maintenance.** Sidewalks, yards, landscaped areas, driveways, and parking areas shall not be obstructed nor shall they be used for purposes other than that for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or other obstructions may be left unattended on or about the Common Elements.

**Section 15. Co-owner Maintenance.** Each Co-owner shall maintain his Unit appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the General Common Elements including, but not limited to, the telephone, gas, plumbing, electrical or other utility conduits, systems, and any other Common Elements which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him, or his family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association (in which case there shall be no such responsibility, unless reimbursement to the Association is limited by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount.) Each individual Co-owner shall indemnify the Association and all other Co-owners against such damages and costs, including attorneys' fees, and all such costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

**Section 16. Reserved Rights of Developer.**

- (a) **Prior Approval by Developer.** During the Development and Sales Period, no buildings, fences, walls, retaining walls, drives, walks or other structures or improvements shall be commenced, erected, maintained, nor shall any addition to, or change or alteration to any 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 the Developer. The 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, it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to effect



the same, and the degree of harmony thereof with the Condominium as a whole. 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 Development 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. Notwithstanding anything to the contrary elsewhere herein contained, Developer shall have the right to maintain a sales office, model units, advertising display signs, 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 the Developer and may continue to do so during the entire Development and Sales Period.
- (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, private, residential community for the benefit of the Co-owners and all persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain repair, replace and landscape in a manner consistent with the maintenance of such high standards, then the Developer, or any person to whom he may assign this right, at his option, may elect to maintain, repair and/or replace any Common Elements and/or to do any landscaping required by these Bylaws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws throughout the Development and Sales Period which right of enforcement shall include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws.

**Section 17. No Warranty On Existing Trees And Vegetation.** THE DEVELOPER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY NATIVE TREES OR VEGETATION WITHIN THE CONDOMINIUM PROJECT. ALSO, VEGETATION AND TREES NATIVE TO THE SITE ARE BEING DELIVERED TO THE CO-OWNERS IN AN "AS IS" AND "WHERE AS" CONDITION. THE DEVELOPER SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO ANY CO-OWNER, THE ASSOCIATION, OR ANY OF THEIR SUCCESSORS AND/OR ASSIGNS WITH RESPECT TO ANY NATIVE TREES OR NATIVE VEGETATION WITHIN THE CONDOMINIUM PROJECT THAT DIES OR SUFFERS DAMAGE DURING THE DEVELOPMENT AND SALES PERIOD. THE COST OF REMOVAL AND REPLACEMENT (IF DESIRABLE OR NECESSARY) SHALL BE: (A) THE RESPONSIBILITY OF THE CO-OWNER IF THE TREE OR VEGETATION IS WITHIN LIMITED COMMON ELEMENTS, OR (B) THE RESPONSIBILITY OF THE

ASSOCIATION IF IT IS LOCATED ON A GENERAL COMMON ELEMENT. THE DEVELOPER SHALL NOT BE RESPONSIBLE FOR THE DEATH, DAMAGE TO OR THE DESTRUCTION OF ANY TREE, SHRUB OR PLANT GROWTH THAT IS NATIVE TO THE CONDOMINIUM PROJECT SITE DUE TO THE DEVELOPER'S ACTIVITIES RELATED TO THE CONSTRUCTION AND DEVELOPMENT OF THE CONDOMINIUM PROJECT. THE DEVELOPER MAKES NO WARRANTIES WITH RESPECT TO EXISTING TREES, SHRUBS AND PLANT GROWTH.

**Section 18. Retention Basins, Open Space; No Dumping In Common Areas.** No storage of equipment, vehicles or any other personal property is allowed on the Common Elements surrounding the retention basins, natural areas, entry area and/or open space, if any, depicted on Exhibit B. No dumping of refuse, trash or waste is allowed on the Common Elements surrounding the retention basins, natural area or open spaces, if any.

**Section 19. Non-Disturbance of Wetlands.** A certain portion of the land within the Condominium may be a wetland which is protected by federal or state law. Under the provisions of the Goemaere-Anderson Wetland Protection Act, Public Act No. 203 of 1979, any disturbance of a wetland by depositing material in it, dredging or removing, material from it, or draining water from the wetland may be done only after a permit has been obtained from the Department of Natural Resources or its administrative successor. The penalties specified in the Goemaere-Anderson Wetland Protection Act are substantial. In order to assure no inadvertent violations of the Goemaere-Anderson Wetland Protection Act occur, no co-owner may disturb the wetlands shown on the Condominium Subdivision without obtaining: (1) written authorization of the Association; (2) any necessary municipal permits; and (3) any necessary state permits. The Association may assess fines and penalties as provided for in these bylaws for violation of this Section 19.

**Section 20. Foreclosed Units; Title, Fee Procedures.**

- (a) **Ownership Commences Upon Date of Sherriff's Deed.** For the purposes of defining when a grantee becomes a Co-owner or Owner of a Unit in the Condominium, a winning bidder at a foreclosure sale shall be deemed to have become a Co-owner, with all rights, privilege and obligations of a Co-owner or Owner, on the date of the Sheriff's Deed and have all obligations, rights and duties as any other Co-owner as of that date, even though the grantee under the Sheriff's Deed may not be entitled to actual possession and notwithstanding the expiration (or not) of any redemption rights held by the mortgagee. The grantee, under the Sheriff's Deed, may include any Association assessments paid by the grantee in any amount due from the mortgagee in order to redeem.
- (b) **Transfer Fees Title Acquired by Sheriff's Deed.** The Association incurs added costs, legal fees, insurance costs and expenses dealing with title transfers of Units after foreclosures and those expenses do not directly benefit the other Co-owners or

mortgagees whose mortgages are in good standing. Furthermore, the Association cannot reasonably budget for those expenses. Those added costs and expenses should not be subsidized by Co-owners of Units whose mortgages are not in default and those costs adversely affect Co-owners who are otherwise current on their dues. The Board of Directors, as fiduciaries, has a duty to assure Co-owners who are not otherwise in default of obligations to the Association are not unduly burdened by expenses which occur due to mortgagees' foreclosures. The Board has concluded that it is in the best interest of the Association and its members that in its best business judgment a reasonable fee for title transfer by mortgagees who become Co-owners after foreclosure is \$2,500.00 per transfer to defray those costs, expenses and risks and Association shall charge a transfer fee of \$2,500.00 on any Unit which is resold by the foreclosing mortgagee and for which the prior mortgage was in default for less than six months. If the Board reasonably determines that the mortgage was in default for more than six months, the transfer fee will be increased by an amount equal to monthly Association dues for each month beyond the six months that the mortgage which was foreclosed was in default. This charge is also immediately a lien on the Unit as of the date of the Sheriff's Deed. This charge will be deemed to only have accrued after the date of the Sheriff's Deed and not before.

- (c) **Insurance Service Fee Accruing After Foreclosure; Vacant Unit Fee; Unit Marketing Fee; Other Fees.** Because of the added administrative costs and risks associated with absentee institutional ownership, insurance fees and burdens imposed by the Association in dealing with such owners when Units are foreclosed and because of the blight and loss of value which vacant Units bring to the Condominium Project, the following surcharges are to be levied on any Units where the Co-owner took title by foreclosure and commencing with the date of the Sheriff's Deed. These charges only apply to the grantee under a Sheriff's Deed and do not apply to a mortgagee in its capacity as a secured party. These charges are not intended to impair mortgagee rights and these charges cannot accrue before the sheriff's sale occurs. The fees are:
1. An Insurance Administration and Vacant Unit Risk Surcharge of \$100.00 per Unit, per month.
  2. An Association Vacant or Sheriff's Deed Unit Administration Fee equal to the then current monthly Association fee per month for the added costs the Association incurs in dealing with vacant foreclosed Units.

3. A marketing fee of \$25.00 per month for the privilege of advertising a Unit for sale and posting a sign on the premises offering the Unit for sale.
4. A mortgage advertisement posting fee of \$200.00 for the privilege of posting a foreclosure notice or judicial sale notice in the Project.
5. A Legal Services Fee of \$250.00 per Unit when the Unit is ultimately sold by the grantee under the Sheriff's Deed.
6. A Dues Statement Fee of \$200.00 shall be charged to the grantee under the Sheriff's Deed for a dues statement letter along with any charges for Association dues liens to be released.
7. Some or all of the fees in the preceding subsection, may be waived in the discretion of the Board of Directors if the mortgagee who became grantee under the Sheriff's Deed included the Association dues in the redemption amount and has remitted those dues to the Association.

**Section 21. Disposition Of Interest in Unit By Sale Or Lease.** No Co-owner may dispose of a Unit in the Condominium, or any interest therein, by a sale or lease without complying with the following terms or conditions:

- (a) **Notice to Association: Co-owner to Provide Condominium Documents to Purchaser or Tenant.** A Co-owner intending to make a sale or lease of a Unit in the Condominium, or any interest therein, shall give written notice of such intention delivered to the Association at its registered office and shall furnish the name and address of the intended purchaser or lessee and such other information as the Association may reasonably require. Prior to the sale or lease of a Unit, the selling or leasing Co-owner shall provide a copy of the Condominium Master Deed (including Exhibits A and B thereto) and any amendments to the Master Deed, the Articles of Incorporation and any amendment thereto, and the rules and regulations, as amended, if any, to the proposed purchaser or lessee. In the event a Co-owner shall fail to notify the Association of the proposed sale or lease or in the event a Co-owner shall fail to provide the prospective purchaser or lessee with a copy of the Master Deed and other documents referred to above, such Co-owner shall be liable for all costs and expenses, including attorney fees, that may be incurred by the Association as a result thereof or by reason of any noncompliance of such purchaser or lessee with the terms, provisions and restrictions set forth in the Master Deed; provided, however, that this provision shall not be construed so as to relieve the purchaser or

lessee of his obligations to comply with the provisions of the Condominium Documents.

- (b) **Developer and Mortgagees Not Subject to Section.** The Developer shall not be subject to this Section regarding the sale or, except to the extent provided in Article VI, Section 2(b), the lease of any Unit in the Condominium which it owns, nor shall the holder of any mortgage which comes into possession of a Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage or deed in lieu of foreclosure, be subject to the provisions of this Section.
- (c) **Charges.** The Association may charge a reasonable fee for any dues statement or status letter requested by a Co-Owner, prospective mortgagee, title company, or purchaser under these Bylaws. The purchaser of a Unit shall also be responsible for the payment of any Unit transfer fee, new account start up or similar charge customarily collected by the Association or management agent upon the sale of the Unit. These charges are intended to cover the administrative expenses incurred by the management agent and Association when a unit is transferred or refinanced.

**Section 22. Reserved Rights of Developer.**

(a) **Prior Approval by Developer.** During the Construction and Sales Period, no buildings, fences, walls, retaining walls, drives, walks or other structures or improvements shall be commenced, erected, maintained, nor shall any addition to, or change or alteration to any 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, it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to 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 Construction 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. 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 construction 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.

(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, private, residential community for the benefit of the Co-owners and all persons interested in the Condominium. If, at any time, the Association fails or refuses to carry out its obligation to maintain, repair, replace and landscape in a manner consistent with the maintenance of such high standards, then 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 to 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 shall include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws.

**Section 22. Natural Preservation Area And Greenbelt.** The Natural Preservation Area depicted on the Condominium Subdivision Plan and the Greenbelt Areas depicted on the Condominium Subdivision Plan and set forth in the Greenbelt Easement recorded in Liber 16124, page 491 (the "Southeastern Greenbelt Area") and Liber 29380, Page 20, Oakland County Records (the "Eastern Greenbelt Area") shall not be disturbed and the provisions of those respective two Greenbelt Easements are incorporated by reference. In particular:

- (a) Southeastern Greenbelt Area. As to the Southeastern Greenbelt Area there shall be no construction or erection of any buildings or other permanent structures within 60 feet of the boundary line of the property which abuts Lots 3, 4 and f in Milford's Heritage Hill Subdivision No. 1 as recorded in Liber 201, Pages 10 through 14 of Plats, Oakland County records, and no viable trees or bushes may be removed or trimmed except as may be allowed under the provisions of Liber, 29380, page 20; and
- (b) Eastern Greenbelt Area. The Eastern Greenbelt Area is reserved for the benefit of the Co-owner of Unit 14 of Heritage Hill, a Condominium established pursuant to the Master Deed recorded in Liber 15166, Page 218, Oakland County Records, Oakland County Condominium Subdivision Plan No. 895, for the purposes of viewing, enjoying, maintaining, replacing, pedestrian ingress and egress and otherwise utilizing the landscaping contained within the Eastern Greenbelt Area and depicted on the Condominium Subdivision Plan for the this

Heritage Ridge Condominium Project. Furthermore, there shall be no change of grade in this the Eastern Greenbelt Area, and no Co-owner nor the Association may remove, replace or destroy any of the land escape materials existing within the Eastern Greenbelt Area. Neither the Association nor any Co-owner may construct any structure, store any materials, or dispose of refuse, within the Eastern Greenbelt Area. Nonetheless, the Grantee under the Eastern Greenbelt Area easement, being the Co-owner of Unit 14 of Heritage Hill, or the Association, at their sole cost and expense, may remove dead trees or limbs from the Eastern Greenbelt Area in a manner consistent with the document recorded in Liber 29380, Page 20 Oakland County records. Furthermore, either the Associations or the Co-owner of Unit 14 of Heritage Hill may, at their respective sole expense, plant additional or replacement trees within Eastern Greenbelt Area which are of a type that is consistent with the existing trees.

- (c) Natural Preservation Area. Under the conditions imposed by the Village of Milford pursuant to the Village of Milford Site Plan 15-08 the Natural Preservation Area referred to in Master Deed Article X, Section 10 may not be disturbed and must be maintained in its natural state. No construction or improvements, landscaping or disturbance of the designated natural areas, including removal of trees or vegetation is allowed in (i) Natural Preservation Area, (b) the Southeastern Greenbelt Area, or (c) and Eastern Greenbelt Area is allowed. The Village of Milford shall have the right to enforce the provisions of this Bylaws, Article VI, Section 22 and may recover it actual attorneys' fees and costs thus incurred in any action brought in a court of competent jurisdiction.

## ARTICLE VII MORTGAGES

**Section 1. Notice to Association.** Any Co-owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units". The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Project written notification of any default in the performance of the obligations of the Co-owner of such Unit that is not cured within sixty (60) days.

**Section 2. Insurance.** The Association shall 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.

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

## ARTICLE VIII VOTING

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

**Section 2. Eligibility to Vote.** No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. Except as provided in Article XI, 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 IX. 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 one vote for each Unit which it owns.

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

**Section 4. Quorum.** The presence in person or by proxy of thirty-five (35%) percent of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

**Section 5. Voting.** Votes may be: (i) cast in person, (ii) by a writing duly signed by the designated voting representative not present at a given meeting in person, (iii) by proxy, by electronic participation if the Board elects to allow electronic voting, or (iv) by establishment of a defined voting place for deposit of ballots in person or by written ballot returned not less than twenty (20) days or more than ninety (90) days after the date the ballot is provided. If electronic voting is allowed the Board shall require the vote be by means of a written ballot returned by electronic means. If electronic, telephonic or online video communication participation is allowed, the Board of Directors may require such reasonable proof that the participant is, in fact,



the member as it deems necessary and may decline to allow that person to participate if their identity is not established to the Board's satisfaction. 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. A Co-owner shall not be entitled to vote if the Co-owner's assessments are in arrears

**Section 6. Majority.** A majority, except where otherwise provided herein, shall consist of more than fifty (50%) percent 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 herein above set forth.

## **ARTICLE IX MEETINGS**

**Section 1. Place of Meeting.** Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Co-owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Sturgis' Code of Parliamentary Procedure, Roberts Rules of Order or some other generally recognized manual of parliamentary procedure when not otherwise in conflict with the Condominium Documents (as defined in the Master Deed) or the laws of the State of Michigan. Participation by electronic means, such as telephone or online video conference or other means of remote communication will only be allowed on meeting by meeting basis if approved by the Board of Directors prior to the meeting and announced in the meeting notice.

**Section 2. First Annual Meeting.** The First Annual Meeting of members of the Association may be convened only by the Developer and may be called at any time after more than fifty (50%) percent of the Units in **HERITAGE RIDGE** determined with reference to the recorded Consolidating Master Deed have been sold and the purchasers thereof qualified as members of the Association. In no event, however, shall such meeting be called later than one hundred twenty (120) days after the conveyance of legal or equitable title to non-developer Co-owners of seventy-five (75%) percent of all Units that may be created or fifty-four (54) months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, 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 ten (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 to include in the Condominium.

**Section 3. Annual Meetings.** Annual meetings of members of the Association shall be held on the third Tuesday of March 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 eight (8) months

after the date of the First Annual Meeting. At such meetings there shall be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article XI of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

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

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

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

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

**Section 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 meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt, within the time period specified in the solicitation, of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a

meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

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

**Section 10. Minutes; Presumption of Notice.** Minutes or a similar record of the proceedings of meetings of members, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation of 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 ADVISORY COMMITTEE

Within one (1) year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within one hundred twenty (120) days after conveyance to purchasers of two (2) of the Units, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of a least one (1) non-developer Co-owners. The Committee shall be established and perpetuated in any manner the Developer deems advisable. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the other Co-owners and to aid in the transition of control of the Association from the Developer to purchaser Co-owners. The Advisory Committee shall cease to exist automatically when the non-developer Co-owners have the voting strength to elect a majority of the Board of Directors of the Association. The Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected thereto by the Co-owners.

## ARTICLE XI BOARD OF DIRECTORS

**Section 1. Number and Qualification of Directors.** The Board of Directors shall be comprised of three (3) members, all of whom must be members of the Association or officers, partners, trustees, employees or agents of members of the Association, except for the first Board of Directors. Directors shall serve without compensation.

**Section 2. Election of Directors.**

- (a) **First Board of Directors.** The first Board of Directors, or its successors as selected by the Developer, shall manage the affairs of the Association

until the appointment of the first non-developer Co-owners to the Board. 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 one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-owners of twenty-five (25%) percent of the units that may be created, one (1) of the three (3) Directors shall be selected by non-developer Co-owners. When the required number of conveyances has been reached, the Developer shall notify the non-developer Co-owners and request that they hold a meeting and elect the required Director. Upon certification by the Co-owners to the Developer of the Directors so elected, the Developer shall then immediately appoint such Director 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.**
- (1) Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-owners of seventy-five (75%) percent of the units that may be created, the non-developer Co-owners shall elect all Directors on the Board, except that the Developer shall have the right to designate at least one (1) Director as long as he owns at least one (1) of the Units in the Project. Whenever the required 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.
  - (2) Regardless of the percentage of Units which have been conveyed, upon the expiration of fifty-four (54) months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, 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 (1). Application of this subsection does not require a change in the size of the Board of Directors.
  - (3) 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 (2), or if the product of the number of members of

the Board of Directors multiplied by the percentage of Units held by the non-developer Co-owners under subsection (b) results in a right of non-developer Co-owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the non-developer Co-owners have the right to elect. After application of this formula the Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subsection shall not eliminate the right of the Developer to designate one (1) Director as provided in subsection (1).

- (4) At the First Annual Meeting two (2) Directors shall be elected for a term of two (2) years and one (1) Director shall be elected for a term of one (1) year. At such meeting all nominees shall stand for election as one slate and the two (2) persons receiving the highest number of votes shall be elected for a term of two (2) years and the one (1) person receiving the next highest number of votes shall be elected for a term of one (1) year. At each annual meeting held thereafter, either one (1) or two (2) Directors shall be elected depending upon the number of Directors whose terms expire. After the First Annual Meeting, the term of office (except for one (1) of the Directors elected at the First Annual Meeting) of each Director shall be two (2) years. The Directors shall hold office until their successors have been elected and hold their first meeting.
- (5) 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.

**Section 3. Powers and Duties.** The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by the Co-owners.

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

- (a) To manage and administer the affairs of and to maintain the Condominium Project and the General Common Elements thereof.
- (b) To levy and collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.

- (c) To carry insurance and collect and allocate the proceeds thereof.
- (d) To rebuild improvements after casualty.
- (e) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium Project.
- (f) To acquire, maintain and improve; and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.
- (g) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of seventy-five (75%) percent of all of the members of the Association in number and value.
- (h) To make rules and regulations in accordance with Article VI, Section 10 of these Bylaws.
- (i) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board.
- (j) To enforce the provisions of the Condominium Documents.

**Section 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 three (3) years or which is not terminable by the Association upon ninety (90) days' written notice thereof to the other party and no such contract shall violate the provisions of Section 55 of the Act.

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

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

**Section 8. First Meeting.** The first meeting of a newly elected Board of Directors shall be held within ten (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.

**Section 9. Regular Meetings.** Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director personally, by mail, telephone or telegraph, at least ten (10) days prior to the date named for such meeting.

**Section 10. Special Meetings.** Special meetings of the Board of Directors may be called by the President on three (3) 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 (2) Directors.

**Section 11. Waiver of Notice.** Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any 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.

**Section 12. Quorum.** At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting to a subsequent time upon twenty-four (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.

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

**Section 14. Fidelity Bonds.** The 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

**Section 1. Officers.** The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Vice President, a Secretary and a Treasurer. The Directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary. Any two (2) 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 so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.



- (c) **Secretary.** The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; and he shall, in general, perform all duties incident to the office of the Secretary.
- (d) **Treasurer.** The Treasurer shall have responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time to time, be designated by the Board of Directors.

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

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

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

### ARTICLE XIII SEAL

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

### ARTICLE XIV FINANCE; RECORDS; WAIVER OF NOTICES; CO-OWNER ACCESS TO BOOKS AND RECORDS; PROCEDURES

**Section 1. Records.**

- (a) The Association shall keep detailed books of account showing all expenditures and receipts of administration, and which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners.

Such accounts and all other Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual audited financial statement within 90 days following the end of the Association's fiscal year upon request therefor. The costs of any such audit and any accounting expenses shall be expenses of administration.

- (b) If requested in writing by a member, the Association shall mail or email to the member for the current fiscal year: (i) its balance sheet; (ii) its statement of income, and (iii) if prepared, the statement of sources and uses of funds.

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

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

**Section 4. Co-owner Access to Books and Records; Procedures.** Each Co-owner has the right to review the books and records of the Association. The following procedures are to be followed regarding such requests.

- (a) In order to review the books and records the requesting Co-owner must submit a request in writing to the Board of Directors, in care of the management agent (or if there is not management agent to the Secretary of the Association).
  - (i) The request must state which books and/or records the Co-owner seeks to review.
  - (ii) The request must state whether the Co-owner will require copies of the records that are requested.
  - (iii) The request must have the name, address and telephone number of

the requesting party.

- (b) Upon receipt of the request from a Co-owner to review the records, the management agent (or Secretary of the Association if there is no management agent) will advise the Board of Directors of the Association of the request. The management agent (or Secretary if there is no management agent) will then inform the Co-owner of a convenient time, place and date where the requested records may be reviewed. The Co-owner shall be advised of the time, place and date within five (5) working days of the receipt of the Co-owners' initial request. The Co-owner shall be advised at that time of the following:
  - (i) The Co-owner will be responsible for payment of the actual costs of all reproductions or copies of the requested documents. The Co-owner shall be informed of the per-page copying cost before copies are made.
  - (ii) The Co-owner shall be responsible for payment for time spent by management agent personnel at the rate set by the management contract, in applicable.
- (c) Each Co-owner may make only one (1) such request per calendar quarter.
- (d) These procedures shall also apply to requests for copies of books and records made by mortgagees of Units.
- (e) Notwithstanding these provisions consistent with MCL 450.2482 the records request may be denied if the Board in the exercise of its reasonable business judgment concludes doing so would impair
  - (i) a member's right of privacy;
  - (ii) a member's right to free association; or

**Section 1. Indemnification of Officers and Directors.** No volunteer director or officer, as that term is defined in Act 162, Public Acts of 1982, as amended ("Act"), shall be personally liable to the Association or its members for monetary damages for breach of fiduciary duty as a director or officer, provided that the foregoing shall not eliminate the liability of a director or officer for any of the following: (i) breach of the director's or officer's duty of loyalty to the Association or its members; (ii) acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law; (iii) a violation of Section 551(1) of the Act; (iv) a transaction from which the director or officer derived an improper personal benefit; or (v) an act or omission that is grossly negligent. If the act hereafter is amended to authorize the further elimination or limitation of the liability of directors or officers, then the liability of a director or officer of the Association, in addition to the limitation on personal liability contained herein, shall be limited to the fullest extent permitted by the amended Act. No amendment or repeal of this

Article XV shall apply to or have any effect on the liability of any director or officer of the Association for or with respect to any acts or omissions of such director or officer occurring prior to such amendment or repeal.

As provided under MCL 450.2209, and 1996 Public Act 397, the Association will assume liability for all acts or omissions of a volunteer director, volunteer officer or other volunteer which occurred after the date of the filing of the Articles of Incorporation of the Association if all of the following conditions are met: (i) the volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority; (ii) the volunteer was acting in good faith, (iii) the volunteer's conduct did not amount to gross negligence or willful and wanton misconduct; (iv) the volunteer's conduct was not an intentional tort; and (v) the volunteer's conduct was not a tort arising out of the ownership, maintenance or use of a motor vehicle for which tort liability may be imposed as provided in Section 3135 of the Insurance Code of 1956, 1956 Public Act 218, being MCL 500.3135.

Every director and officer of the Association (including the first Board of Directors and any other directors and/or officers of the Association appointed by the Developer) shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable attorney fees and amounts paid in settlement, incurred by or imposed upon him or her in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal, including actions by or in the right of the Association, to which he or she may be a party or in which he or she may become involved by reason of his or her being or having been a director or officer of the Association, whether or not he or she is a director or officer at the time such expenses are incurred, except as otherwise prohibited by law; provided, that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Association (with the director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled. At least ten (10) days prior to payment of any indemnification that it has approved, the Association shall notify all Co-owners thereof.

**Section 2. Directors' and Officers' Insurance.** The Association shall/may provide liability insurance for every director and every officer of the Association for the same purposes provided above in Section 1 and in such amounts as may reasonably insure against potential liability arising out of the performance of their respective duties. With the prior written consent of the Association, a director or an officer of the Association may waive any liability insurance for such director's or officer's personal benefit, or other applicable statutory indemnification. No director or officer shall collect for the same expense or liability under Section 1 above and under this Section 2; however, to the extent that the liability insurance provided herein to a director or officer was not waived by such director or officer and is inadequate to pay any expenses or liabilities otherwise properly indemnifiable under the terms hereof, a director or officer shall be reimbursed or indemnified only for such excess amounts under Section 1 hereof or other applicable statutory indemnification.

**ARTICLE XV  
INDEMNIFICATION OF OFFICERS AND DIRECTORS**

Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the Director seeking reimbursement abstaining) approve such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled. At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof. Further, the Board of Directors is authorized to carry officers' and directors' liability insurance covering acts of the officers and Directors of the Association in such amounts as it shall deem appropriate.

**ARTICLE XVI  
AMENDMENTS**

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

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

**Section 3. Voting.** These Bylaws may be amended by the Co-owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than sixty-six and two-thirds (66 2/3%) percent of all Co-owners. No consent of mortgagees shall be required to amend these Bylaws unless such amendment would materially alter or change the rights of such mortgagees, in which event the approval of sixty-seven (67%) of the mortgagees shall be required, with each mortgagee to have one vote for each first mortgage held.

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

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

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

Bylaws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the amendment.

## **ARTICLE XVII COMPLIANCE**

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

## **ARTICLE XVIII DEFINITIONS**

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

## **ARTICLE XIX REMEDIES FOR DEFAULT**

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

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

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

**Section 3. Removal and Abatement.** The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements or into any Unit (but not into any dwelling or related garage), where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

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

**Section 5. Non-waiver of Right.** The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provision, covenant or condition in the future.

**Section 6. Cumulative Rights, Remedies and Privileges.** All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provision, covenants or conditions of the aforesaid Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

**Section 7. Enforcement of Provisions of Condominium Documents.** A Co-owner may maintain an action against the Association and its officers and Directors to compel such persons to enforce the terms and provisions of the Condominium Documents. A Co-owner may maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

## ARTICLE XX ASSESSMENT OF FINES

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

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

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

- (b) **Opportunity to Defend.** The offending Co-owner shall have an opportunity to appear before the Board and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting but in no event shall the Co-owner be required to appear less than ten (10) days from the date of the Notice.
- (c) **Default.** Failure to respond to the Notice of Violation constitutes a default.
- (d) **Hearing and Decision.** Upon appearance by the Co-owner before the Board and presentation of evidence of defense, or, in the event of the Co-owner's default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.

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

- (a) **First Violation.** No fine shall be levied.
- (b) **Second Violation.** Fifty Dollars (\$50.00) fine.
- (c) **Third Violation.** One Hundred Dollars (\$100.00) fine.
- (d) **Fourth Violation and Subsequent Violations.** Two Hundred Dollars (\$200.00) fine.

**Section 4. Collection.** The fines levied pursuant to Section 3 above shall be assessed against the Co-owner and shall be due and payable together with the regular Condominium assessment on the first of the next following month. Failure to pay the fine will subject the Co-owner to all liabilities set forth in the Condominium Documents including, without limitation, those described in Article II and this Article XX of these Bylaws.

## ARTICLE XXI RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such powers and rights and such assignee or transferee shall thereupon have the same rights and powers as herein given and reserved to the Developer. Any rights and powers reserved or granted to the Developer or its successors shall terminate, if not sooner assigned to the Association, at the conclusion of the Development and Sales Period as defined in Article III of the



Master Deed. The immediately preceding sentence dealing with the termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is concerned, only to the Developer's rights to approve and control the administration of the Condominium and shall not, under any circumstances, be construed to apply to or cause the termination of any real property rights granted or reserved to the Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents which shall not be terminable in any manner hereunder and which shall be governed only in accordance with the terms of their creation or reservation and not hereby).

## **ARTICLE XXII SEVERABILITY**

**Section 1. Severability.** In the event that any of the terms, provisions or covenants of these Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

**Section 2. Rules of Construction.**

- (a) In the event of a conflict between the Act, the Master Deed, the Articles of Incorporation, Bylaws and Rules and Regulations, the Act shall control.
- (b) In the event of a conflict between the Articles of Incorporation, the Master Deed, the Bylaws, or Rules and Regulations, the Articles of Incorporation shall control.
- (c) In the event of a conflict between the Master Deed, the Bylaws or Rules and Regulations, the Master Deed shall control.

OAKLAND COUNTY CONDOMINIUM  
 SUBDIVISION PLAN No. 2188  
 EXHIBIT "B" TO THE MASTER DEED OF:

# HERITAGE RIDGE

VILLAGE OF MILFORD, OAKLAND COUNTY, MICHIGAN

**DEVELOPER**

HERITAGE WHITE LAKE, LLC  
 37682 TURNBERRY COURT  
 FARMINGTON HILLS, MI 48331

**CONTACT**

NOSAN HOMES, INC. - MANAGER  
 BARRY NOSANCHUK, PRESIDENT  
 TELEPHONE # (248) 884-5454  
 email: barbulit90@aol.com

**ENGINEER**

CIRROS SITE ENGINEERING, LLC  
 TELEPHONE # (248) 880-3932  
 email: fpattello@gmail.com

**SURVEYOR**

DIFFIN-UMLOR & ASSOCIATES  
 TELEPHONE # (248) 437-7803

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

**LEGAL DESCRIPTION**

BEGING PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15, TOWN  
 2 NORTH RANGE 7 EAST, MILFORD TOWNSHIP, OAKLAND COUNTY, MICHIGAN.  
 COMMENCING AT THE EAST 1/4 CORNER OF SECTION 15; THENCE NORTH 89 DEGREES  
 39 MINUTES 18 SECONDS WEST 2651.94 FEET TO THE CENTER OF SECTION 15;  
 THENCE NORTH 00 DEGREES 33 MINUTES 52 SECONDS EAST 1132.54 FEET TO THE  
 NORTHERN CORNER OF LOT 5, MILFORD'S HERITAGE HILL NO. 1 RECORDED IN  
 LIBER 10351, PAGE 699 OAKLAND COUNTY RECORDS ALSO BEING THE POINT OF  
 BEGINNING; THENCE NORTH 89 DEGREES 28 MINUTES 10 SECONDS WEST 140.77 FEET  
 TO A POINT ON THE WESTERLY LINE OF SAID MILFORD'S HERITAGE HILL  
 NO. 1; THENCE SOUTH 40 DEGREES 53 MINUTES 29 SECONDS WEST 353.21 FEET  
 ALONG SAID WESTERLY LINE; THENCE NORTH 89 DEGREES 28 MINUTES 10 SECONDS  
 WEST 441.56 FEET TO A POINT ON THE CENTERLINE OF MILFORD ROAD; THENCE  
 NORTH 19 DEGREES 20 MINUTES 49 SECONDS EAST 284.33 FEET ALONG SAID  
 CENTERLINE; THENCE NORTH 18 DEGREES 43 MINUTES 29 SECONDS EAST 157.91  
 FEET; THENCE SOUTH 89 DEGREES 28 MINUTES 10 SECONDS EAST 670.00 FEET TO  
 POINT ON THE SOUTH LINE OF HERITAGE HILL CONDOMINIUM AS RECORDED IN LIBER  
 15168, PAGE 218 OAKLAND COUNTY RECORDS; THENCE SOUTH 00 DEGREES 33  
 MINUTES 30 SECONDS WEST 150.01 FEET TO THE POINT OF BEGINNING, CONTAINING  
 5.54 ACRES MORE OR LESS.

THIS CONDOMINIUM SUBDIVISION PLAN IS NOT REQUIRED TO CONTAIN DETAILED  
 PROJECT DESIGN PLANS PREPARED BY THE APPROPRIATE LICENSED DESIGN  
 PROFESSIONAL SUCH PROJECT DESIGN PLANS ARE FILED AS PART OF THE  
 CONSTRUCTION PERMIT APPLICATION WITH THE ENFORCING AGENCY FOR THE STATE  
 CONSTRUCTION CODE IN THE RELEVANT GOVERNMENTAL SUBDIVISION. THE ENFORCING  
 AGENCY MAY BE A LOCAL BUILDING DEPARTMENT OR THE STATE DEPARTMENT OF  
 LICENSING AND REGULATORY AFFAIRS.  
 ALL UNITS AND COMMON ELEMENTS ARE CONVERTIBLE AREAS.

**SHEET INDEX**

1. COVER SHEET
2. SURVEY PLAN
3. SITE PLAN
4. UTILITY PLAN



**CIRROS**  
 SITE ENGINEERING, LLC  
 11851 Stollon Lane  
 Holly MI 48446  
 (248) 880-3932  
 fpattello@gmail.com

HERITAGE RIDGE  
 COVER SHEET

ISSUE/REVISION	DATE

PROPOSED DATE: 05/03/2017

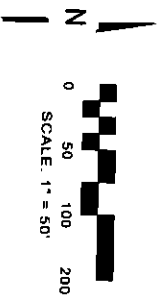


FRANK D. PATTELLO  
 ENGINEER  
 No. 30203  
 STATE OF MICHIGAN

FRANK D. PATTELLO  
 PROFESSIONAL ENGINEER  
 REGISTRATION NO. 30203

DRAWN BY: CLM  
 CHECKED BY: FP  
 SCALE: NONE

1



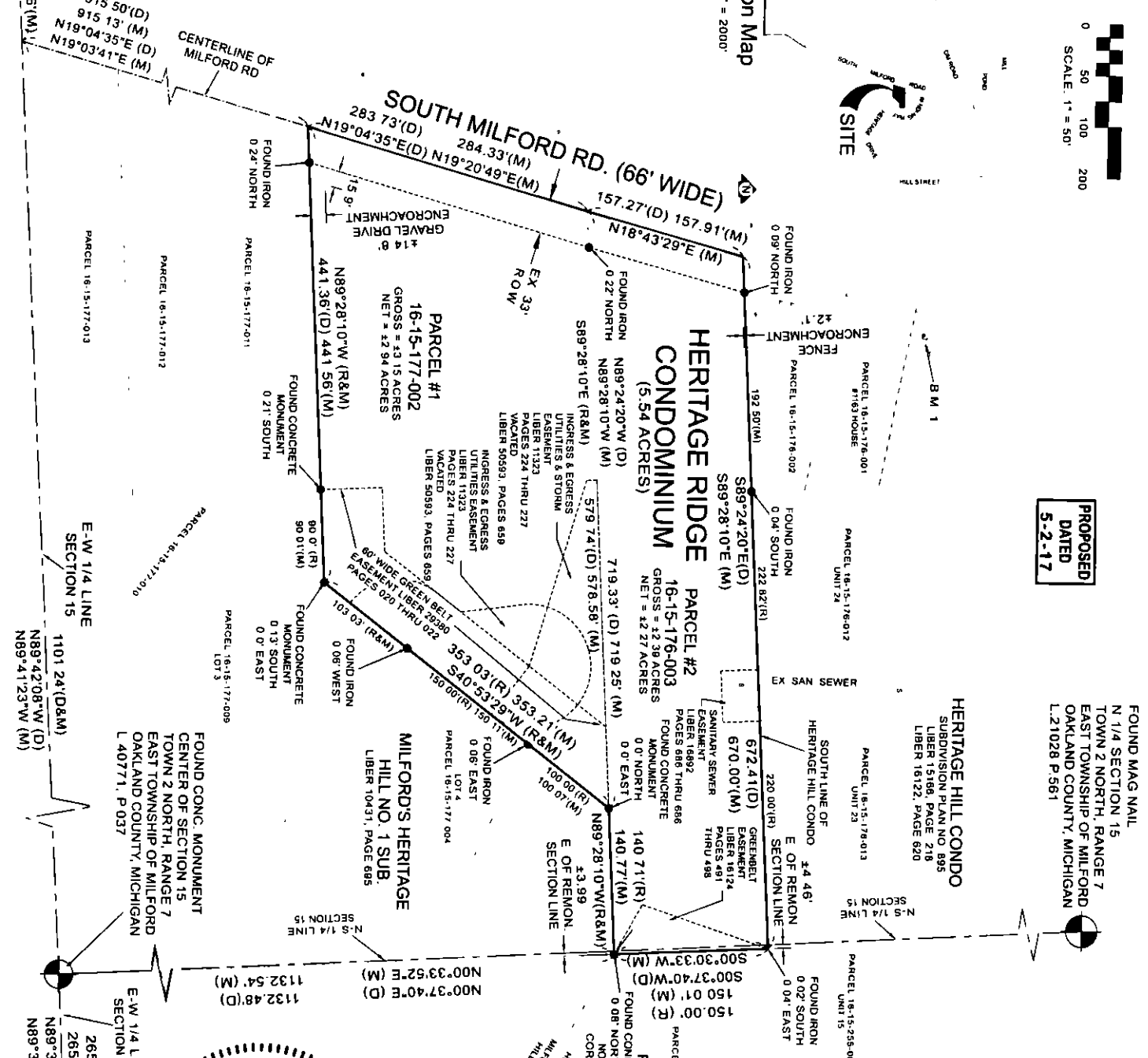
**PROPOSED DATED 5-2-17**

FOUND MAG. NAIL  
N 1/4 SECTION 15  
TOWN 2 NORTH, RANGE 7  
EAST TOWNSHIP OF MILFORD  
OAKLAND COUNTY, MICHIGAN  
L. 21028 P. 561

HERITAGE HILL CONDO  
SUBDIVISION PLAN NO. 895  
LIBER 15186, PAGE 218  
LIBER 18122, PAGE 620

Location Map  
SCALE 1" = 2000'

W 1/4 SECTION 15  
TOWN 2 NORTH, RANGE 7  
EAST TOWNSHIP OF MILFORD  
OAKLAND COUNTY, MICHIGAN  
L. 21028, P. 551



**LEGEND**  
(M) DU FIELD MEASURED BEARINGS AND DISTANCES BETWEEN FOUND PROPERTY IRONS  
(D) RECORDED BEARINGS AND DISTANCES PER WARRANTY DEED RECORDED IN LIBER 36743, PAGE 285  
(R) RECORDED BEARINGS AND DISTANCES PER MILFORD HERITAGE HILL NO. 1 SUBDIVISION RECORDED IN LIBER 10431, PAGE 695 OAKLAND COUNTY RECORD

**NOTE**  
MONUMENTS CONSISTING OF IRON OR STEEL BARS NOT LESS THAN 1/2 INCH IN DIAMETER AND 36 INCHES IN LENGTH, AND COMPLETELY ENCASED IN CONCRETE NO LESS THAN 4 INCHES IN DIAMETER TO BE PLACED ON OR BEFORE 5-2-18  
THE DEVELOPER RESERVES ALL WITHDRAWAL RIGHTS UNDER MCL 559.167

**FLOODPLAIN NOTE**  
ACCORDING TO THE NATIONAL FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 26125C0453F DATED SEPTEMBER 29, 2006 THE SUBJECT PARCEL IS LOCATED IN ZONE - X WHICH IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN

**BENCH MARK**  
1. ARROW ON HYD ON MILFORD ROAD NORTH OF SITE  
ELEV = 971.92

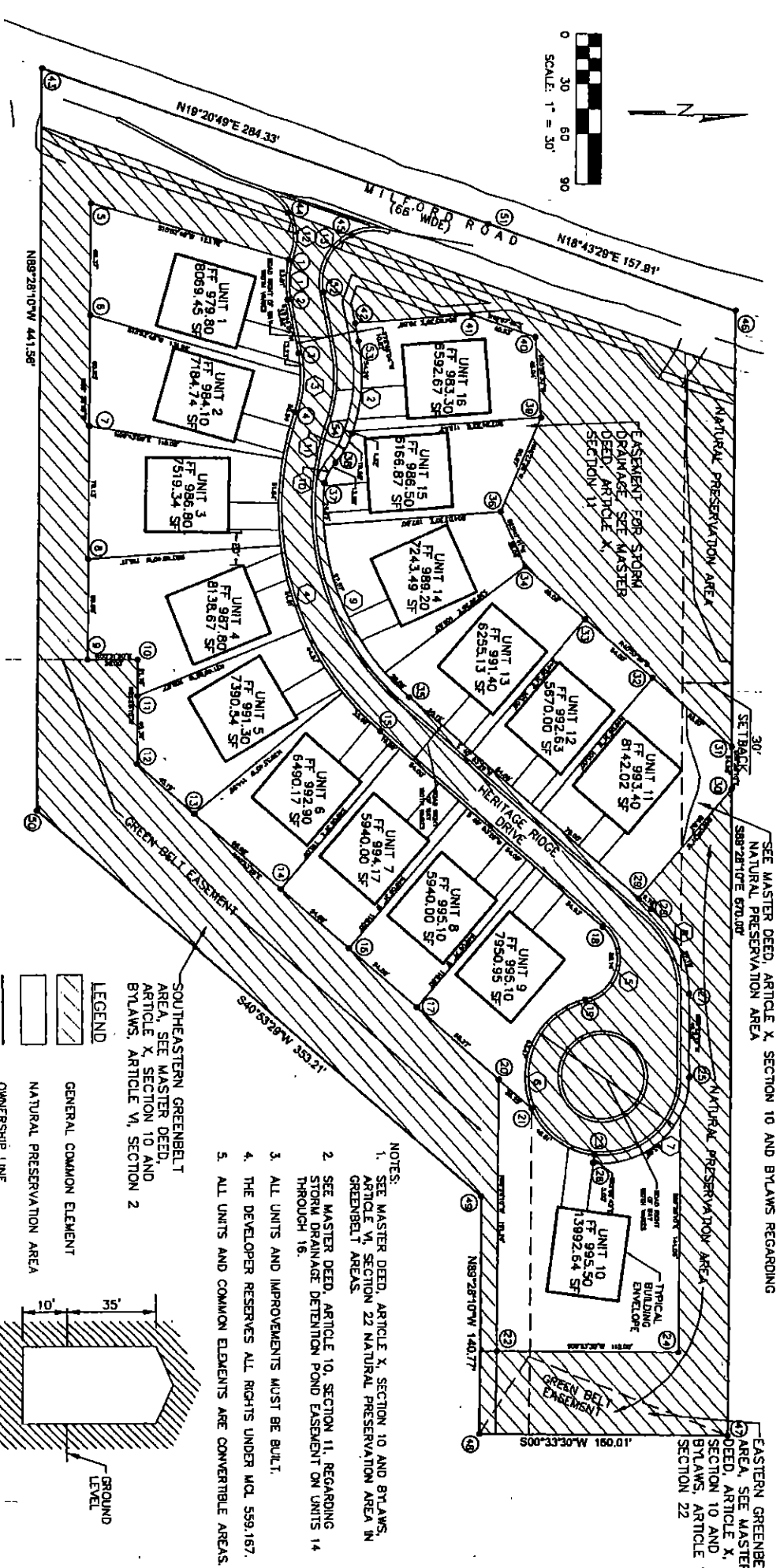
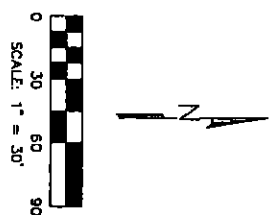
**SURVEYORS CERTIFICATE**  
I, Wes Lee O. Umlor, REGISTERED SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY THAT THE SUBDIVISION PLAN KNOWN AS HERITAGE RIDGE CONDOMINIUM SUBDIVISION PLAN NO. 2188 AS SHOWN ON THE ACCOMPANYING DRAWINGS REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION AND THAT EXISTING ENCROACHMENTS ARE SHOWN ON THIS SURVEY UPON THE LANDS AND PROPERTY HEREIN DESCRIBED DUE TO INCLIMATE WINTER WEATHER CONDITIONS THE REQUIRED MONUMENTS AND IRON MARKERS HAVE NOT BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 98 OF THE PUBLIC ACTS OF 1978. THE MONUMENTS SHALL BE PLACED WITHIN 1 YEAR FROM THE DATE OF RECORDING OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 98 OF THE PUBLIC ACTS OF 1978. THAT THE BEARINGS, AS SHOWN, WERE OBTAINED ON SURVEY PLANS AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 98 OF THE PUBLIC ACTS OF 1978.

**WES LEE O. UMLOR**  
LICENSED PROFESSIONAL SURVEYOR  
MICHIGAN  
No. 2188

Wes Lee O. Umlor, P.S.  
Registered Surveyor  
Registration No. 56369  
Diffin-Umlor and Associates LLC  
43287 West Road  
Wixom, MI 48393

FOUND 1/2" IRON  
E 1/4 SECTION 15  
TOWN 2 NORTH, RANGE 7  
EAST TOWNSHIP OF MILFORD  
OAKLAND COUNTY, MICHIGAN  
L. 21028, P. 575

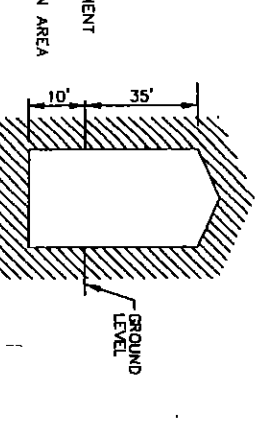
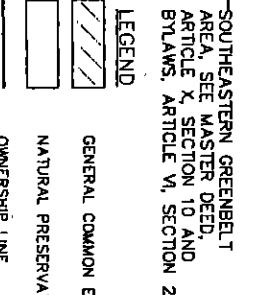
ISSUE/REVISION	DATE	HERITAGE RIDGE SURVEY PLAN	<b>Diffin-Umlor &amp; Associates</b> 49287 West Road Wixom, Michigan 48393 Tel. (248) 437-7803 Fax. (866) 690-4307
REVISED PER COUNTY'S 4-27-17 REVIEW	5-1-17		
DRAWN BY CLM			
CHECKED BY FP			
SCALE 1"=50'			



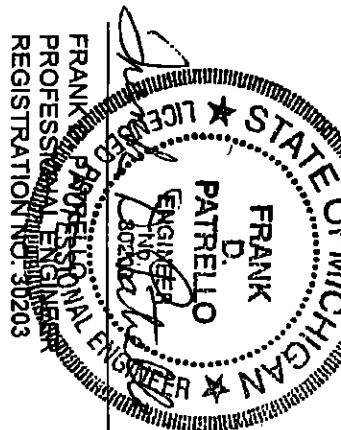
COORDINATES		COORDINATES		COORDINATES	
NO.	NORTHING	EASTING	NO.	NORTHING	EASTING
1	1197.72	1096.87	18	1386.35	1994.07
2	1196.99	1120.27	19	1375.50	1937.35
3	1200.34	1152.23	20	1322.85	1984.58
4	1200.97	1187.00	21	1342.69	1801.77
5	1078.66	1063.00	22	1321.35	1745.83
6	1078.05	1129.37	23	1390.95	1829.93
7	1077.44	1129.14	24	1431.35	1746.92
8	1076.15	1129.14	25	1437.86	1583.67
9	1108.15	1334.30	26	1438.26	1534.89
10	1109.15	1336.08	27	1438.32	1534.12
11	1109.93	1336.08	28	1432.53	1483.61
12	1103.58	1396.44	29	1408.13	1477.21
13	1138.74	1428.02	30	1464.48	1412.18
14	1191.86	1471.15	31	1464.68	1387.28
15	1252.68	1377.73	32	1417.15	1346.12
16	1232.68	1506.50	33	1376.33	1310.77
17	1273.50	1541.85	34	1339.88	1279.30

COORDINATES		CURVE DATA	
NO.	NORTHING	EASTING	RADIUS
35	1289.68	1357.32	52.00'
36	1325.19	1246.39	26.00' 54"
37	1218.91	1229.34	52.00'
38	1225.64	1217.20	103.57'
39	1349.61	1190.52	30.05' 16"
40	1346.21	1142.59	30.21' 39"
41	1307.92	1129.31	176.00'
42	1237.50	1134.31	687.416"
43	1049.41	982.22	126.22' 1"
44	1235.25	1089.19	181' 15.30"
45	1197.03	1085.62	152.28'
46	1487.76	1127.10	92.75'
47	1487.05	1127.10	95.38' 55"
48	1487.05	1127.10	49.38' 21"
49	1311.02	1793.74	57.18'
50	1312.33	1634.38	55.41'
51	1045.32	1075.41	565.42' 36"
52	1218.57	1145.98	77.07'
53	1218.57	1145.98	141.38' 42"
54	1236.05	1198.67	54.51' 37"

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
1	52.00'	26.00' 54"	23.61°	88.61' 3.29"E	
2	103.57'	30.05' 16"	54.29°	53.77°	N86.11' 15"W
3	68.56'	30.21' 39"	35.27°	34.86°	N85.03' 06"W
4	176.00'	687.416"	209.67°	197.44°	N75.55' 25"W
5	25.00'	126.22' 1"	55.14°	44.62°	N75.55' 25"W
6	181' 15.30"	152.28'	92.75°	92.75°	N85.37' 35"E
7	52.00'	49.38' 21"	57.18°	55.41°	N41.38' 42"W
8	66.00'	57.18'	55.41°	56.54' 36"	N68.21' 34"E
9	149.44'	54.51' 37"	143.09°	137.68°	S61.00' 30"E
10	34.93'	22.25' 15"	13.98°	13.88°	S61.00' 30"E
11	55.23'	22.21' 57"	21.50°	21.28°	N60.39' 37"W
12	30.00'	90.24' 44"	47.34°	42.58°	S64.20' 07"W
13	30.22'	120.21' 15"	63.48°	52.44°	S41.16' 28"E

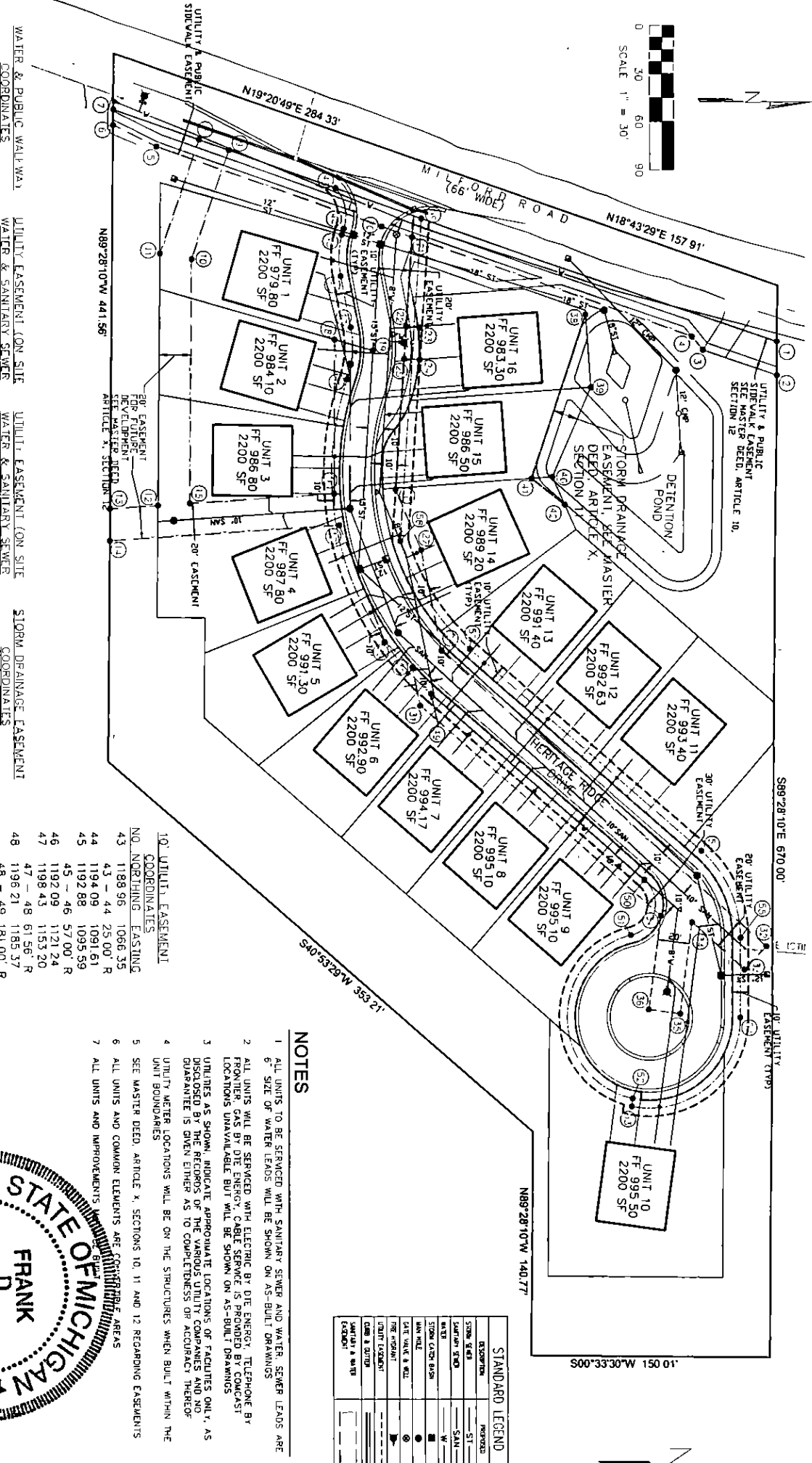
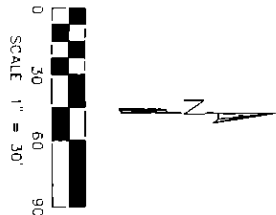


- NOTES:
1. SEE MASTER DEED, ARTICLE X, SECTION 10 AND BYLAWS, ARTICLE VI, SECTION 22 NATURAL PRESERVATION AREA IN GREENBELT AREAS.
  2. SEE MASTER DEED, ARTICLE 10, SECTION 11, REGARDING STORM DRAINAGE DETENTION POND EASEMENT ON UNITS 14 THROUGH 16.
  3. ALL UNITS AND IMPROVEMENTS MUST BE BUILT.
  4. THE DEVELOPER RESERVES ALL RIGHTS UNDER MCL 559.167.
  5. ALL UNITS AND COMMON ELEMENTS ARE CONVERTIBLE AREAS.



PROPOSED DATE: 05/03/2017

HERITAGE RIDGE SITE PLAN	GROS SITE ENGINEERING, LLC 11651 Stullien Lane Holly, MI 48442 (248) 680-3032 fpatrello@gmail.com	ISSUE/REVISION	DATE
		DRAWN BY: CLM	CHECKED BY: FP
SCALE: 1"=30'		3	



WATER & PUBLIC WALKWAY COORDINATES		UTILITY EASEMENT (ON SITE) WATER & SANITARY SEWER COORDINATES		UTILITY EASEMENT (ON SITE) WATER & SANITARY SEWER COORDINATES		STORM DRAINAGE EASEMENT COORDINATES	
NO.	NORTHING	EASTING	NO.	NORTHING	EASTING	NO.	NORTHING
1	1466.76	1162.11	8	1102.89	1036.13	23	1241.83
2	1466.57	1183.17	9	1121.76	1042.76	24	1241.80
3	1420.36	1167.49	10	1098.22	1101.60	25	1232.05
4	1413.46	1156.95	11	1078.25	1107.14	26	1242.55
5	1076.15	1040.52	12	1076.80	1264.11	27	1242.55
6	1049.00	1027.01	13	1046.78	1266.12	28	1255.23
7	1049.09	1017.24	14	1046.60	1266.12	29	1219.40
			15	1096.81	1266.12	30	1236.92
			16	1187.72	1256.69	31	1241.73
			17	1191.02	1276.51	32	1459.59
			18	1188.18	1160.70	33	1445.69
			19	1212.35	1187.57	34	1413.02
			20	1217.92	1090.51	35	1403.18
			21	1237.18	1097.06	36	1385.96
			22	1233.41	1152.73	37	1393.40

10' UTILITY EASEMENT COORDINATES	
NO.	NORTHING
43	1188.96
44	1194.09
45	1192.88
46	1197.09
47	1198.43
48	1196.21
49	1248.73
50	1383.08
51	1374.40
52	1375.32
53	1374.73
54	1442.86
55	1443.32
56	1418.80
57	1272.96
58	1229.36
59	1242.99

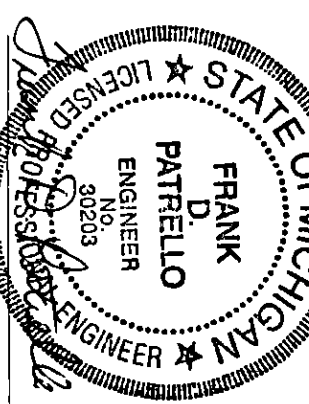
10' UTILITY EASEMENT COORDINATES		
NO.	NORTHING	EASTING
43	4.3	25.00
44	1194.09	1091.61
45	1192.88	1095.59
46	1197.09	1121.24
47	1198.43	1153.20
48	1196.21	1185.37
49	1248.73	1381.51
50	1383.08	1497.85
51	1374.40	1532.47
52	1375.32	1634.11
53	1374.73	1639.09
54	1442.86	1583.72
55	1443.32	1534.16
56	1418.80	1479.83
57	1272.96	1353.54
58	1229.36	1286.32
59	1242.99	1085.32

**NOTES**

- 1 ALL UNITS TO BE SERVED WITH SANITARY SEWER AND WATER. SEWER LEADS ARE 6" SIZE OF WATER LEADS WILL BE SHOWN ON AS-BUILT DRAWINGS
- 2 ALL UNITS WILL BE SERVED WITH ELECTRIC BY DIE ENERGY TELEPHONE BY FORTHEAS GAS SHALL BE SERVED BY DIE ENERGY TELEPHONE BY FORTHEAS LOCATIONS UNAVAILABLE BUT WILL BE SHOWN ON AS-BUILT DRAWINGS
- 3 UTILITIES AS SHOWN, INDICATE APPROXIMATE LOCATIONS OF FACILITIES ONLY, AS DISCLOSED BY THE RECORDS OF THE VARIOUS UTILITY COMPANIES AND NO GUARANTEE IS GIVEN EITHER AS TO COMPLETENESS OR ACCURACY THEREOF.
- 4 UTILITY WATER LOCATIONS WILL BE ON THE STRUCTURES WHEN BUILT WITHIN THE UNIT BOUNDARIES
- 5 SEE MASTER DEED, ARTICLE X, SECTIONS 10, 11 AND 12 REGARDING EASEMENTS
- 6 ALL UNITS AND COMMON ELEMENTS ARE CONVEYED BY DEED
- 7 ALL UNITS AND IMPROVEMENTS

**STANDARD LEGEND**

DESCRIPTION	SYMBOL
STORM SEWER	—S—
WATER SEWER	—W—
STORM DRAINAGE	—SD—
WATER MAIN	—W—
GAS	—G—
TELEPHONE	—T—
POWER	—P—
UTILITY EASEMENT	—UE—
COMMON UTILITY	—CU—
UTILITY & WATER EASEMENT	—UW—



FRANK D. PATRELLO  
PROFESSIONAL ENGINEER  
REGISTRATION NO. 30203

PROPOSED DATE 05/03/2017

ISSUE/REVISION	DATE

**HERITAGE RIDGE  
UTILITY PLAN**

**CIRCS SITE ENGINEERING, LLC**  
11951 Stullion Lane  
Bellaire, MI 48112  
(248) 880-7112  
fpatrello@gmail.com

DRAWN BY CLM  
CHECKED BY FP  
SCALE 1"=30'  
4