

# Aspen Meadows

Site Condominiums

White Lake Township, Michigan

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**DISCLOSURE STATEMENT**  
**ASPEN MEADOWS SITE CONDOMINIUM**

**DEVELOPER**

**JFK Investment Company, L.L.C.**  
**1825 S. Woodward Avenue, Suite 100**  
**Bloomfield Hills, MI 4830**

Aspen Meadows is an eighty-seven (87) unit residential site condominium project.

**THIS DISCLOSURE STATEMENT IS NOT A SUBSTITUTE FOR THE MASTER DEED, THE CONDOMINIUM BUYERS HANDBOOK, OR OTHER APPLICABLE LEGAL DOCUMENTS. THE BUYERS SHOULD READ ALL SUCH DOCUMENTS TO FULLY ACQUAINT THEMSELVES WITH THE PROJECT AND THEIR RIGHTS AND RESPONSIBILITIES RELATING THERETO.**

***IT IS RECOMMENDED THAT PROFESSIONAL ASSISTANCE BE SOUGHT PRIOR TO PURCHASING A CONDOMINIUM UNIT.***

## **DISCLOSURE STATEMENT**

### **ASPEN MEADOWS**

#### **I. INTRODUCTION**

Condominium development in Michigan is governed largely by Act 59 of the Michigan Act of 1978, as amended (the Condominium Act).

This Disclosure Statement, together with copies of the legal documents required for the creation and operation of the project, are furnished to each purchaser pursuant to the requirement of Michigan law that the Developer of a condominium project disclosed to prospective purchasers the characteristics of the condominium units that are offered for sale.

#### **II. THE CONDOMINIUM CONCEPT**

##### **A. General**

Condominium is a method of subdividing, describing, and owning real property. A condominium unit has the same legal attributes as any other form of real property under the Michigan law and may be sold, mortgaged or leased subject only to such restriction as are contained in the condominium documents and as otherwise may be applicable to the property.

Each owner receives a deed to his individual condominium unit. Each owner owns, in addition to his unit, an undivided interest in the other components ("common elements") of the project. Title to the common elements is included as part of, and is inseparable from, title to the individual condominium units. Each owner's proportionate share of the common elements is determined by the percentage of value assigned to his unit in the Master Deed described in Section IV of this Disclosure Statement.

All portions of the project not included within the units constituted the common elements. Limited common elements are those common elements that are set aside for use by less than all unit owners. General common elements are all common elements other than limited common elements.

The project is administered generally by a non-profit corporation of which all owners are members (the "Association"). The nature and duties of the Association are described more fully in Section VI of this Disclosure Statement.

Except for the year of which the project is established, or, in the case of unit added to the project by subsequent amendment to the Master Deed, the year in which such amendment is recorded, real property taxes and assessments are levied individually against each unit in the project. The separate taxes and assessments for the units covered by the Master Deed or amendment usually are billed to the Association and are paid by the owners of such unit in proportion to the percentages of value assigned to the units owned by them.

##### **B. Condominium Building Sites**

Aspen Meadows is different from most condominium projects in this area because the condominium units in this project consist of only the individual building sites, and the common elements generally do not include the buildings and other improvements to be constructed on the sites. Each condominium unit consists of the space contained within the unit boundaries as shown in the Condominium Subdivision Plan and delineated with heavy outlines and excluding therefrom any land. In the more traditional form of condominium project, the units consist of the air space enclosed within each of the buildings, and the common elements include the exterior structural components of the buildings. In Aspen Meadows, each owner holds an absolute and undivided title to his unit and to the building and other improvement located thereon (to the extent such improvement are not designated in the Master Deed as common elements.) Any portions of the condominium units that consist primarily of grass and that are not enclosed by fences or are otherwise not inaccessible to lawn mowing equipment will be maintained by the Association, as more fully set forth in the condominium documents, but each unit owner otherwise generally will be responsible for all decoration, maintenance, repair and replacement of the building and other improvements located on his unit. Unlike more traditional condominium projects, liability and other personal insurance coverage. The Bylaws reserve for the Association the right to undertake the obligation of maintaining such insurance, or any portion thereof, except for content insurance, upon giving a sixty (60) day notice to all co-owners.

At a minimum, the Association will maintain liability insurance covered for occurrences on the general common elements and such other insurance on the general common elements and otherwise as is specified in the condominium documents.

**C. Other Information**

Although the foregoing is generally accurate as applied to most condominium developments, the details of each development may vary substantially. Accordingly, each purchaser is urged to review carefully all of the documents contained in the Aspen Meadows Purchaser Information Booklet as well as any other documents that the Developer has delivered to the purchase in connection with this development. Any purchaser having questions pertaining to the legal aspects of the project is advised to consult his own lawyer or other professional advisor.

**III. DESCRIPTION OF THE CONDOMINIUM PROJECT**

**A. Size, Scope and Physical Characteristics of the Project**

ASPEN MEADOWS is an 87 unit residential site condominium project located in WHITE LAKE Township, Michigan. The project consists of 87 building sites, each of which is a separate condominium unit, together with the roadway provided for common use by the owners of the units.

**B. Utilities**

ASPEN MEADOWS is served by public water, storm sanitary sewers, gas, electric, cable television, and telephone services. Gas services is furnished by Consumers Energy, electricity is furnished by Detroit Edison, telephone sources are provided by Ameritech. All utilities, other than utilities provided to service the common elements, will be separately metered for payment by the individual unit owners; utilities furnished to the common element will be billed directly to the association. The costs of maintaining the sanitary and storm sewer systems serving the project, to the extent those systems are located within the project boundaries, will be borne by the Association.

**C. Roads**

Access to the project is provided by Grass Lake Road which is a public road and will be maintained by Oakland County Road Commission.

**D. Reserved Rights of Developer**

**1. Expansion of Project**

The Developer has reserved the right to expand the project to not more than 40 units, creating a total of 127 units.

**2. Convertible Areas**

NONE

**3. Right to Approve Improvements**

No building, structure or other improvement may be constructed, nor may exterior modifications of any type be made without the Developer's approval.

**4. Conduct of Commercial Activities**

The Developer has reserved the right, until all of the units in the project have been sold, to maintain on the condominium premises a sales office, a business office, model units, storage areas, reasonable parking incident to the use of such areas, and such access to, from and over the condominium premises as may be reasonable to enable development and sale of the entire project. The Developer is obligated to restore the areas so utilized to habitable status upon termination of use.

## **5. Right to Amend**

The Developer has reserved the right to amend the Master Deed without approval from owners and mortgagees for the purpose of correcting errors and for any other purpose. Any such amendment that would materially alter the rights of an owner or mortgagee may be made only with the approval of sixty-six and two-thirds percent (66-2/3 %) of the owners and first mortgagees. Further, certain provisions of the Master Deed cannot be amended without the Developer's approval.

## **6. Easements**

### **(a) For Maintenance, Repair and Replacement**

The Developer has reserved such easements over the condominium project (including all units and common elements\_ as may be required to perform any of the Developer's maintenance, repair, decorations or replacement obligations.

### **(b) For Use of Utilities**

The Developer has reserved easements to utilized, tap, tie into, extend and enlarge all utility mains in the project in connection with the exercise of its rights with respect to the expansion of the project or the development of separated projects on the expansion land. The Developer has also reserved the right to grand easements for utilities to appropriate governmental agencies or public utilities.

### **(c) For Use of Roads**

The Developer has reserved easements and rights of use over any roads and walkways in the project for the purpose of ingress to and from all or any portion of the land that hereafter may be added to the project, regardless of how such land ultimately may be used.

## **7. General**

In the condominium documents and in the Condominium Act, certain rights and powers are granted or reserved to the Developer to facilitate the development and sale of the project as a condominium, including the power to approve or disapprove a variety of proposed acts and uses and the power to secure representation on the Board of Directors of the Association.

### **E. Community and Security**

No security system, manned gatehouse, or other limitations on access currently service the condominium, nor is any such security contemplated for the near future. If any security system is installed at a later date, the Association will be expected to contribute its allocable share. The Developer makes no representations and can give no assurance that any form of a security system, gatehouse, structures of devices, if and to the extent constructed, designed, or installed will be effective to precluded access by any means by unauthorized persons to the condominium or Aspen Meadows community as a whole, or to prevent personal injury, property injury or property loss and/or damage.

## **IV. LEGAL DOCUMENTATION**

### **A. General**

Aspen Meadows was established as a condominium project pursuant to the Master Deed recorded in the Oakland County Records and contained in the Aspen Meadows Information Booklet. The Master Deed includes the Bylaws as Exhibit A and the Condominium Subdivision Plan as Exhibit B.

### **B. Master Deed**

The Master Deed contains the definition of certain terms used in the condominium documents, the percentage of value assigned to each unit in the condominium project, a general description of the Units and common elements included in the project and a statement regarding the relative responsibilities for maintaining the common elements. Exhibit B contains the Conservation Easements, Tree and Wetlands Preservation. Article VI covers Easements; Article VII contains the right of

the Developer to subdivide units, consolidate units and relocate boundaries of the Development; Article VIII covers the provisions for amending the Master Deed; Article IX provides that the developer may assign to the Association or to another entity any or all of its rights and powers granted or reserved in the condominium documents on bylaws; Article X states that the public roads are owned and maintained by the Oakland County Road Commission; and Article XI covers the provisions for Special Assessments for Road Improvements.

**C. Bylaws**

The Bylaws contain provisions relating to the operation, management and fiscal affairs of the condominium and, in particular, set forth the provisions relating to assessments of Association members from the costs of operating the condominium project. Article VI contains certain restrictions upon the ownership, occupancy and use of the condominium project. Article VI also contains provisions permitting the adoption of rules and regulations covering the common elements. At the present time, no rules and regulations have been adopted by the Board of Directors of the Association.

**D. Condominium Subdivision Plan**

The Condominium Subdivision Plan is a three-dimensional survey depicting the physical location and boundaries of each of the units and all of the common elements in the project.

**V. THE DEVELOPER AND OTHER SERVICE ORGANIZATIONS**

**A. Developer's Background and Experience**

The Developer is JFK INVESTMENT COMPANY, L.L.C. which develops condominium subdivisions in Southeastern Michigan.

**B. Affiliates**

Omitted

**C. Legal Proceedings Involving the Condominium Project**

The Developer is not aware of any pending judicial or administrative proceedings involving the condominium project or the Developer.

**VI. OPERATION AND MANAGEMENT OF THE CONDOMINIUM PROJECT**

**A. The Condominium Association**

The responsibility for management and maintenance of the project is vested in Aspen Meadows which has been incorporated as a non-profit corporation under Michigan law. The Articles of Incorporation of the Association are contained in the Purchaser Information Booklet. The Bylaws include provisions that govern the procedural operations of the Association. The Association is governed by its Board of Directors, the initial members of which are designees of the Developer.

The Board of Directors shall be comprised of three directors unless the project is expanded to fifty (50) or more units at which time the board will be increased to five (5) persons. Within one hundred twenty (120) days after closing the sales of twenty-five percent (25%) of the units, one of the three (3) {or five (5)} directors will be selected by ten (10) non-developer owners and within one hundred twenty (120) days closing the sales of seventy-five percent (75%) of the units, the non-developer owners will elect all three (3) {or five (5)} directors, except that the Developer will have the right to designate at least one director as long as it owns at least ten percent (10%) of the units in the project. Regardless of the number of units conveyed, fifty-four (54) months after the first conveyance non-developer owners may elect directors in proportion to the number of units that they own.

Within one hundred twenty (120) days after closing the sales of one third (1/3) of the units or one (1) year from the date of the first conveyance, whichever first occurs, the Developer must establish an advisory committee to serve as liaison between the non-developer owners and the Developer.

The First Annual meeting may be convened any time after fifty percent (50%) of the units have been sold and must be held on or before the expiration of one hundred twenty (120) days after seventy-five percent (75%) of the units have been sold or within fifty-four (54) months after conveyance of the first unit, whichever first occurs. At the First Annual Meeting, the member of the Association will elect directors, and the directors in turn will elect officers for the Association.

The Developer's voting rights are set forth in Article VIII, Section 1 of the Bylaws.

## **B. Percentages of Value**

All of the units in Aspen Meadows have equal percentages of value. The percentage of value assigned to each unit determines each owner's share of the common elements of the project.

## **C. Project Finances**

### **1. Budget**

Article II of the Bylaws required the Board of Directors to adopt an annual budget for the operation of the project. The initial budget formatted by the Developer is intended to provide for the normal and reasonably predictable expenses of administration of the project and included a reserve for major repairs to and replacement of common elements. Inasmuch as the budget must necessarily be prepared in advance, it reflects estimates of expense made by the Developer. To the extent that estimates prove inaccurate during actual operation and to the extent that the goods and services necessary to service the condominium project change in cost in the future, the budget and the expenses of the Association also will require revision. There are no annual operating costs, any costs would be handled by Special Assessments.

### **2. Assessments**

Each owner of a unit, including the Developer, must contribute to the Association to defray expenses of administration; while the Developer is obligated to contribute to the Association for such purpose, its contributions are determined differently than the other owners' contributions are determined. See Article II, Section 7 of the Bylaws. The board of Directors may also levy special assessments in accordance with the provisions of Article II, Section 2 of the Bylaws.

### **3. Foreclosure of Lien**

The Association has a lien on each unit to secure payment of Association assessments. The Bylaws provide that the Association may foreclose its lien in the same fashion that mortgages may be foreclosed by action or by advertisement under Michigan law. By closing on the purchase of a unit, each purchaser will be deemed to have waived notice of any proceedings brought by the Association to foreclose its lien by advertisement and notice of a hearing prior to the sale of his unit.

### **4. Other Possible Liabilities**

Each purchaser is advised of the following possible liability of each owner under Section 58 of the Condominium Act:

"If the holder of the first mortgage or other purchaser of a condominium unit obtains title to that unit by foreclosing that mortgage, the holder of the first mortgage or other purchaser is not liable for unpaid assessments that are chargeable adjacent that unit and that becomes due prior to foreclosures. These unpaid assessments are common expenses which are collectible from all unit owners including the holder of the first mortgage who has obtained title to the unit through foreclosure."

## **D. Management of Condominium**

The Association has not entered into a management agreement but has the right to do so at a later time.



## **E. Insurance**

### **1. Title Insurance**

The Purchase Agreement provides that the Developer shall furnish each purchaser a commitment for an owner's title insurance policy issued by Title Source, Inc. at or prior to closing, and that the policy itself shall be provided within a reasonable time after closing. The cost of the commitment and policy is to be borne by the Developer. Each purchaser should review the title insurance commitment with a qualified advisor of his choice prior to closing to make certain that it conforms to the requirements of the Purchase Agreement.

### **2. Other Insurance**

The condominium documents required that the Association carry fire and extended coverage for vandalism and malicious mischief and liability insurance and workers' compensation insurance, if applicable, with respect to all of the general common elements of the project. The insurance policies have deductible clauses and, to the extent thereof, losses will be borne by the Association. The Board of Directors is responsible for obtaining insurance coverage for the association. Each owner's pro rata share of the annual Association insurance premiums is included in the monthly assessment. The Association insurance policies are available for inspection during the normal working hours. A copy of the certificate of insurance with respect to the condominium project will be furnished to each owner upon request.

Each owner is responsible for obtaining fire and extended coverage insurance on his unit and the building and other improvements thereon, as well as personal property, liability and other individual insurance coverage to the extent indicated in Article IV of the Bylaws. Each owner must deliver a certificate of insurance to the Association to confirm that the required insurance coverage is being maintained. If an owner fails to maintain any such insurance coverage or to provide evidence thereof to the Association, the Association may obtain such insurance and collect the cost thereof from the delinquent owner. The Association should periodically review all insurance coverage to be assured of its continued adequacy and owners should each do the same with respect to their individual insurance. The Bylaws also reserve the right for the Condominium Association to obtain the insurance required to be undertaken by the Co-owners, or any portion thereof, and to include the expense therefore as an expense item in the Condominium Association budget. Upon such election, Co-owners shall be given sixty (60) days notice within which to cancel existing insurance coverage.

## **F. Restriction on Ownership, Occupancy and Use**

Article VI of the Bylaws set forth restrictions on the ownership, occupancy and use of a unit in the condominium project. It is impossible to paraphrase these restrictions without risking the omission of some provision that may be of significance to a purchaser. Consequently, each purchaser should examine the restrictions with care to be sure that they do not infringe upon an important intended use. The following is a list of certain the more significant restrictions:

1. Units are to be used for single-family residential purposes.
2. An owner must disclose his intention to lease a unit and provide a copy of the exact lease form to the association at least ten (10) days before presenting a lease to a potential lessee.
3. There are substantial limitations upon physical changes that may be made to the common elements and to the units in the condominium, and upon the uses to which the common elements and units may be put.
4. The Developer has retained architectural control over the construction and alteration of all buildings and other improvements in the project. Detailed plan review procedures are set forth in Article VI, Section 3 of the Bylaws.
5. The design, content and location of all signs, including for sale signs, are subject to the prior written approval of the Association and, during the Development and Sales Period, the Developer. The Developer also has the right to establish rules to enable the advertisement of a home for sale in the Condominium during the period homes are under construction or when homes are built for speculation purposes are being used as models.
6. Reasonable regulations may be adopted by the Board of Directors of the Association concerning the use of common elements, without vote of the owners.

None of the restrictions apply to the commercial activities or signs of the Developer.

## **VII RIGHTS AND OBLIGATIONS AS BETWEEN DEVELOPER AND OWNERS**

### **A. Before Closing**

The respective obligations of the Developer and the purchaser of a unit in the project prior to closing are set forth in the Purchase Agreement and the accompanying Escrow Agreement. Those documents should be closely examined by all purchasers in order to ascertain the disposition at closing of earnest money deposits advanced by the purchaser, anticipated closing adjustments, and the other important matters. The Escrow Agreement provides pursuant to Section 103b of the Condominium Act, that the escrow agent shall maintain sufficient funds or other security to complete those improvements shown as "must be built" on the Condominium Subdivision Plan until such improvements are substantially complete. This provision does not, however, pertain to any dwelling or other appurtenances to be constructed on the building site, but relates only to the improvements (such as utilities and roadways) requisite to placing each unit (site) in a condition suitable for issuance of a building permit, which improvements are shown as "must be built" on the Condominium Subdivision Plan until such improvements are substantially complete.

Improvements that "must be built" with relation to condominium building site included such improvements as are necessary to obtain a building permit for the construction of a dwelling but do not include the costs of construction of the dwelling itself, for which no such escrow is required. Funds retained in escrow are not to be released to the Developer until conveyance to a purchaser of title to a unit and confirmation by escrow agent that all improvements labeled "must be built" are substantially complete.

### **B. At Closing**

Each purchaser will receive by warranty deed fee simple title to his unit subject to no liens or encumbrances other than the condominium documents and those other easements and restrictions that are specifically set forth in the condominium documents and title insurance commitment.

### **C. After Closing**

#### **1. General**

Subsequent to the purchase of the unit, relations between the Developer and owner are governed by the Master Deed and the Condominium Act, except to the extent that any contractual provisions of the Purchase Agreement are intended to survive the closing.

#### **2. Condominium Project Warranties**

The Developer is warranting only that utility mains have or will be installed to serve the unit as shown on the Condominium Subdivision Plan and that the purchaser will, upon payment of normal fees, be entitled to issuance of a building permit with respect to the unit.

### **D. Construction Contract**

Each purchaser must recognize that a Purchase Agreement covers only the building site and that it will be necessary to enter into a separate construction contract for the construction of the building and other improvements to be located on the building site.

## **VIII PURPOSE OF DISCLOSURE STATEMENT**

The Developer has prepared this Disclosure Statement in good faith, in reliance upon sources of information believed to be accurate and in an effort to disclose material facts about the project. Each purchaser is urged to engage a competent lawyer or other advisor in connection with deciding whether to purchase a unit. In accepting title to a unit, each purchaser shall be deemed to have waived any claim or right arising out of or relating to any immaterial defect, omission or misstatement in this Disclosure Statement. The terms used herein are defined in the Condominium Act.

The Michigan Department of Commerce published the Condominium Buyers Handbook that the Developer has delivered to you. The Developer assumes no obligation, liability, or responsibility as to the statements contained in or omitted from the Condominium Buyers Handbook.

The descriptions of the Master Deed and other instruments contained herein are summary only and may or may not completely and adequately express the content of the various condominium documents. Each purchaser is referred to the original Master Deed and other original instruments as contained in the Purchaser Information Booklet. Legal phraseology, technical terms and terms of art have been minimized and brevity has been the objective to the extent consistent with the purposed of the Disclosure Statement and rules of the Michigan Department of Commerce.

## APPENDIX I

### PROPOSED BUDGET FOR COVERING 44 UNITS

#### Administration

Miscellaneous Administration

Legal and Accounting

Management Fee

Total Administration..... 125.00

#### Utilities

Water

Total Utilities..... 250.00

#### Grounds Maintenance

Lawn

Fertilization and Trees

Total Grounds..... 650.00

#### Reserves

Reserves

Total..... 150.00

**TOTAL EXPENSES..... \$1,175.00**

***\*This budget reflects an estimate of Association costs based on a total of 127 units. Initially, however, the project will be comprised of 87 units but the estimated cost per unit will remain the same. Cost per unit annually is \$20.00.***

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## **EXHIBITS**

THE STATE OF MICHIGAN  
 held by the state or any individual against the state or  
 and all TAXES on same are paid for five years previous  
 date of this instrument as appears by the records in the office  
 except as stated.

93644

LIBER 21272 PAGE 784  
 \$119.00 DEED - COMBINED  
 \$2.00 REMONUMENTATION  
 \$0.00 TRANSFER TX COMBINED  
 04/07/2000 03:33:15 P.M. RECEIPT# 26493  
 PAID RECORDED - OAKLAND COUNTY  
 G. WILLIAM CADDELL, CLERK/REGISTER OF DEEDS

APR 05 2000

C. HUGH DOHANY, County Treasurer  
 Sec. 135, Act 208, 1893 as amended

## MASTER DEED ASPEN MEADOWS SITE CONDOMINIUM

This Master Deed is made and executed on this 27<sup>th</sup> day of March, 2000, by **JFK INVESTMENT COMPANY, L.L.C., A Michigan Limited Liability Company** ("Developer"), the address of which is **1825 S. Woodward Avenue, Suite 100, Bloomfield Hills, MI 48302** 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 Aspen Meadows Site Condominium as a Site Condominium Project under the Act and does declare that Aspen Meadows Site Condominium (hereinafter referred to and the Condominium," "Project" or the "Condominium Project") shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits A and B hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owing an interest in the Condominium Premises, and its successors and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

### ARTICLE I TITLE AND NATURE

The Condominium Project shall be known, as **Aspen Meadows Site Condominium** located in **White Lake Township, Oakland County**, and Condominium Subdivision Plan No. 1247. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions and area of each, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the General Common Elements of the Condominium Project.

### ARTICLE II LEGAL DESCRIPTION

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

O.K. - LG

O.K. - RC

A PART OF THE SOUTHWEST ¼ OF SECTION 16, AND A PART OF THE SOUTHEAST ¼ OF SECTION 17, T-3-N, R-8-E, WHITE LAKE TOWNSHIP, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT THE WEST ¼ CORNER OF SAID SECTION 16; THENCE N 89° 52' 38" E (RECORDED AS DUE EAST) 202.00 FEET; THENCE S 00° 08' 15" W (RECORDED AS S 00° 15' 37" W) 298.36 FEET; THENCE N 89° 52' 38" E (RECORDED AS DUE EAST) 230.00 FEET; THENCE N 00° 08' 15" E (RECORDED AS N 00° 15' 37" E) 298.36 FEET; THENCE N 89° 52' 38" E (RECORDED AS DUE EAST) 560.20 FEET; THENCE S 00° 05' 00" W 400.00 FEET; THENCE N 89° 52' 38" E 327.00 FEET TO A POINT ON THE WEST LINE OF "SUPERVISOR'S PLAT NO. 6", AS RECORDED IN LIBER 14 OF PLATS, PAGE 41, OAKLAND COUNTY RECORDS; THENCE S 00° 05' 00" W 293.63 FEET ALONG THE WEST LINE OF SAID "SUPERVISOR'S PLAT NO. 6; THENCE S 58° 30' 00" W 1551.82 FEET (RECORDED AS 1553.20 FEET) TO THE WEST LINE OF SAID SECTION 16; THENCE CONTINUING S 58° 30' 00" W (RECORDED AS S 58° 18' 45" W) 920.97 FEET; THENCE S 44° 01' 44" W 413.66 FEET (RECORDED AS S 43° 46' 00" W 413.99 FEET); THENCE N 00° 25' 33" W 230.19 FEET (RECORDED AS N 00° 39' 30" W 230.13 FEET); THENCE S 89° 34' 27" W (RECORDED AS N 89° 19' 30" W) 240.00 FEET; THENCE N 00° 25' 33" W 2017.60 FEET TO A POINT ON THE EAST-WEST ¼ LINE OF SECTION 17; THENCE N 88° 31' 40" E 1334.85 FEET ALONG SAID EAST-WEST ¼ LINE OF SECTION 17 TO THE POINT OF BEGINNING, CONTAINING 85.464 ACRES AND EXCEPTING THE RIGHTS OF THE PUBLIC OVER THE NORTHERLY 33.00 FEET FOR GRASS LAKE ROAD, ALSO SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

Y 12-16-301-009

**ARTICLE III****DEFINITIONS**

Y 12-16-301-013

Y 12-17-400-016

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 Aspen Meadows Site Condominium a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in the Aspen Meadows Site Condominium as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

**Section 1. Act**

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

**Section 2. Association**

"Association" means Aspen Meadows Site Condominium organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium. Any action required of or permitted to the Association shall be exercised by its Board of Directors unless specifically reserved to its members by the Condominium documents or the laws of the State of Michigan.

**Section 3. Building Envelopes**

"Building Envelopes" shall mean that area in which a co-owner may build a structure. Further it is outlined by the dash line in the attached Exhibit B within each unit. Also this area is at a maximum that area in which the Township ordinance would allow for setbacks from appropriate property lines.

**Section 4. 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 Non-profit Corporation Act.

**Section 5. Common Elements**

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

**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 Aspen Meadows Site Condominium as described above.

**Section 8. Condominium Project, Condominium or Project.**

"Condominium Project", "Condominium" or "Project" means Aspen Meadows Site Condominium 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.**

"Consolidating Master Deed" means the final amended Master Deed, which shall describe Aspen Meadows Site Condominium as a completed Condominium Project and shall reflect the entire land area. Such Consolidating Master Deed, if any, 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.

**Section 11. Co-owner or Owner**

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

**Section 12. Development and Sales Period**

"Development and Sales Period" means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any Unit, which it offers for sale or Developer proposes to establish additional Units.

**Section 13. Developer**

"Developer" means JFK INVESTMENT COMPANY, L.L.C. A Michigan Limited Liability Company, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however, and wherever, such terms are used in the condominium Documents.

**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 50% of the Units are sold, or (b) mandatory within (i) 54 months from the date of the first Unit conveyance, or (ii) 120 days after 75% of the Units 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 residential building site in Aspen Meadows Site Condominium as described in Article VI, 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.

**Section 17. Township.**

Township shall mean the Charter Township of White Lake, Oakland County, Michigan. Where Township approval is required under these documents it shall be granted by the White Lake Township Board, or some other individual or Board delegated that responsibility by the White Lake Township Board.

**Section 18. Storm Water Drainage System.**

Storm water drainage system shall mean all facilities and easements for storm water drainage, detention and retention, whether in common areas or across individual Units, as provided in this Master Deed, Exhibit A or Exhibit B hereto, and a certain off site Drain and Storm Water Easement granted by Daniel R. Vold and Naoko C. Vold, to JFK Investment Company, L.L.C., dated November 8, 1999 and Recorded in Oakland County Register of Deeds, Liber 20751, Pages 9 and 10.

**ARTICLE IV ADDITIONS TO EXISTING PROPERTY**

**Section 1. Developer's Right to Expand.**

Pursuant to M.C.L.A. 559.132 Section 32, the Developer, its successors and assigns hereby reserve the right to expand the project by the addition of property as described herein, and found in Exhibit B hereof. Such election to add additional property shall not require any consent of any co-owners or mortgagees thereof, nor approval of the Association. This reservation to add additional area is without limitation at the discretion of the Developer, his successors or signs, and none of the property must be added. If this property is added it must be added in its entirety as described herein.

**Section 2. Terms.**

The Developer's right shall expire after six (6) years from the recordation of this Master Deed as dated herein. Such election may be exercised during this time period by notification to the co-owners or by recording of amendments with respect to the additional land.

**Section 3. Legal Description of Expandable Area.**

A part of the southeast ¼ of Section 16, and a part of the southeast ¼ of Section 17, T3N, R8E, White Lake Township, Oakland County, Michigan, described as beginning at a point on the east line of said Section 17, located N 00°11'20" E 200.02 feet from the southeast corner of Section 17, T3N, R8E; thence S 88°50'28" W 925.52 feet; thence N 44°01'44" E (recorded as N 45°06'00" E) 419.51 feet; thence N 58°30'00" E (recorded as N 59°38'45" E) 745.90 feet to the east line of said Section 17; thence N 58°30'00" E 1552.41 feet (recorded as 1553.70) to a point on the west line of "Supervisor's Plat No. 6", recorded in Liber 14 of plats, page 41, Oakland County Records; thence S 00°05'00" W 331.51 feet (recorded 329.84 feet) along the west line of said "Supervisor's Plant No. 6 " to the southwest corner thereof; thence S 00°53'30" E 662.17 feet (recorded as S 00°56'10" E 664.51 feet) to the northwest corner of "Alpine Estates" Condominium Subdivision Plan No. 865, recorded in Liber 14754, pages 720-771, Oakland County Records; thence S 00°07'01" E (recorded as S 00°03'50" E) 474.48 feet along the west line of said "Alpine Estates"; thence S 89°19'39" W 1336.75 feet to the point of beginning. Containing

40.77 acres and subject to easements and restrictions of records, if any.

**Section 5. Maximum Number of Units upon Addition of the Property.**

The maximum number of condominium units shall be One Hundred Twenty-Seven (127). This is at the discretion of the developer, its successors and assigns as to the architectural design, size, style and materials. However, the Developer is limited to maintaining a residential use only.

Further, the structures must be compatible with the existing structures as outlined herein. In conjunction with these improvements, Developer is limited to maintaining a residential use only. Further, the structures must be compatible with the existing structures as outlined herein. In conjunction with these improvements, Developer has the right to place all necessary common areas, sewer water, storm services, and support services necessary for the development in similar conformity with this Master Deed. Further, Developer has the right to create necessary limited common elements within the condominium units as outlined elsewhere in this Master Deed and in conformity and similarity to the existing condominium documents.

**Section 5. Amendments.**

The condominium documents must be amended by the Developer upon exercise of the expandable area which includes amendment of this Master Deed herein, to be done by one condominium amendment to this Master Deed and shall be merged into one project by the ultimate recordation of a Consolidating Master Deed.

**Section 6. Reservation of Easements.**

Developer hereby reserves the right of a general easement or ingress and egress over existing project for the benefit of the expandable area. Also, for the access of maintenance to public utilities located on the existing condominium project for the benefit of the expandable area.

**Section 7. Expansion of this project shall also require compliance with all applicable Township and County ordinances in place at the time of expansion.**

**ARTICLE V COMMON ELEMENTS**

**Section 1. General Common Elements**

The General Common Elements are:

**(a) Land**

The Land described in Article II hereof, not identified as Limited Common Elements and excluding the portion of the land described in Article VI, Section 1 below and in the Condominium Subdivision Plan as constituting the Condominium Units.

**(b) Electrical**

The electrical transmission mains throughout the Project, up to the point of lateral connections for Unit service and the electrical system and meters servicing General Common Elements including without limitation the General Common Element site lighting system.

**(c) Telephone**

The telephone system throughout the Project up to the point of lateral connections for Unit service.

**(d) Gas**

The gas mains throughout the Project up to the point of lateral connection for Unit service.

**(e) Sanitary Sewer - If Any**

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

**(f) Water**

The water mains lay throughout the Project, up to the point of lateral connections for Unit service.

**(g) Storm Sewers**

Any storm sewer system which may ultimately be installed in the Condominium and the easements within which the same are located.

**(h) Telecommunications**

The telecommunications system, if and when installed, up to the point of lateral connections for Unit service.

**(i) Street Lighting**

Street lighting may be added to the development upon approval of the majority of the association and approval from the Township of White Lake.

**(j) Other**

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

**Section 2. 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 the costs of maintenance, decoration, repair and replacement of each Unit (including any improvements located thereon) shall be borne by the Co-owner of such Unit; provided, however, that the exterior appearance of such Units, to the extent visible from any other Unit of Common element on the Project, shall be subject at all times to the approval of the Association based on reasonable aesthetic and maintenance standards prescribed by the Association in duly adopted rules and regulations.

**(ii) Utility Services**

All costs of water, sewer (including cost of maintaining individual septic field), electricity, natural gas, cable television, telephone and any other utility services shall be borne by the Co-owner of the Unit to which such services are furnished. All utility laterals and leads shall be maintained, repaired and replaced at the expense of the Co-owner whose Unit they service, except to the extent that such authority and the Association shall have no responsibility therefor.

**(iii) Landscaping/Wetlands**

The Co-owner's are responsible for the placement of the landscaping that specifically falls within the unit, according to the landscape plan, and attached as part of Exhibit B, commonly known as "street trees". Each unit will be responsible for the maintenance, care and replacement thereof, as well as the installation of the street trees on the units thereon. Co-owners shall also be responsible for the preservation of all existing nature tree rows on their units. Co-owners shall further be responsible for preserving in their undisturbed and natural states any wetlands and natural feature setback areas in full compliance with Article VI, Section 18 of the Bylaws.

**(iv) Oakland County Health Department**

All co-owner's agree to maintain and construct all septic fields in accordance with the Oakland County Health Department standards at the time of construction or as needed throughout the life of the

facility, including a minimum requirement of cleaning of the septic tanks every two years and to be inspected and pumped if necessary. Further, the septic tanks and all responsibility to the Health Department are the sole responsibility of the co-owner's and not of the association. The co-owner's are responsible for any and all requirements of the Health Department in meeting their standards.

**(b) Association Responsibilities**

The Costs of maintenance, repair and replacement of all General Common Elements shall be borne by the Association, subject to any provisions of the Bylaws expressly to the contrary. The Association may, but shall not be obligated to, maintain the County Road right-of-way bordering the Project and any public road located within the Project. The Association shall not be responsible, in the first instance, for performing any maintenance, any repair or replacement with respect to residences and their appurtenances located within the Condominium Units. 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, reasonable uniform, periodic exterior maintenance functions with respect to dwellings constructed within any Unit boundaries and as it may deem necessary to maintain reasonable aesthetic and maintenance standards prescribed by the Association in duly adopted rules and regulations (including, without limitation, lawn mowing, snow removal, tree trimming and exterior painting). 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.

The Association shall have the authority and responsibility, at its expense, to operate, maintain, repair, manage and improve the Common Elements on the Condominium Premises, including all landscaping within such areas, and to preserve and maintain the storm water drainage system so as to insure that the same continue to function as intended, and to preserve and maintain all wetlands, natural feature setback areas and water cause on the Condominium Premises in their natural state and in accordance with Article VI, Section 18 of the Bylaws, and to preserve and maintain the natural tree lines that fall within the Common Elements and to preserve and maintain the landscape greenbelts as noted in attached Exhibit B and preserve and maintain the wood chip nature path. The Association shall establish a regular and systematic program of maintenance for the Common Elements, and drainage, detention and retention facilities within the Condominium Premises to ensure that the physical condition and the intended function of such areas and facilities shall be perpetually preserved and maintained. The Association shall also establish a regular program and/or plan to ensure the proper maintenance and preservation for all wetlands, natural feature setback areas, watercourse, the green lines, greenbelt and wood chip nature path within the Condominium Premises.

In the event that the Association shall at any time fail to carry out the responsibilities specified in this subsection, and/or in the event of a failure to preserve or maintain such areas or facilities in reasonable order and condition, the Township may serve written notice upon association setting forth the deficiencies in maintenance and/or preservation. The notice shall also set forth a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place of a hearing before the Township Board, or such other board, body or official delegated by the Township Board, for the purpose of allowing the Association to be heard as to why the Township should not proceed with the maintenance and/or preservation which has not been undertaken. At the hearing, the time for curing the deficiencies and the hearing itself may be extended and/or continued to a date certain. If, following the hearing, the Township Board, or the other board, body or official designated to conduct the hearing, shall determine that maintenance and/or preservation have not been undertaken within the time specified in the notice, the Township shall thereupon have the power and authority, but not the obligation, to enter upon the Condominium Premises, or caused agents or contractors to enter upon the Condominium Premises, and perform such maintenance and/or preservations as reasonability found by the Township to be appropriate. The costs and expense of making the

financing such maintenance and/or preservation, including the costs of notices by the Township and reasonable legal fees incurred by the Township, plus an administration fee in the amount of 25 percent of the total of all costs and expenses incurred, shall be paid by the Association, and such amount shall constitute a lien on an equal pro-rata basis as to all units on the Condominium Premises. The Township may require the payment of such monies prior to the commencement of work. If such costs and expenses have not been paid within 30 days of a billing to the Association, all unpaid amounts may be placed on the delinquent tax roll of the Township, pro-rate, as to each Unit, and shall accrue interest and penalties, and shall be collected as, and shall be deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the Township, such costs and expenses may be collected by suit initiated against Association, and, in such event, the Association shall pay all court costs and reasonable attorney fees incurred by the Township in connection with such suit.

Now withstanding anything else contained in this Section, in the event of an emergency situation, as determined by the Township, the Township may enter onto the Condominium Premises and perform such maintenance, replacement or repair deemed necessary without the necessity of prior notice or the hearing described in this section. Should this emergency situation exist and the Township exercise their rights under this paragraph the Township shall still have all the other rights set forth in this section.

### **Section 3. Utility System**

Some or all of the utility lines systems (including mains and service leads) and equipment and the telecommunications system, if and when constructed, described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment, and the telecommunications, 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 and Association's responsibility will be to see to it that water, sewer, telephone, electric and natural gas mains (but not cable television transmission lines) are installed within reasonable proximity to, but not within, the Units and their Limited Common element Yard Areas. 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 and their respective Limited Common element Yard Areas.

### **Section 4. 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 Limited Common Element 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.

### **Section 5. Building Envelopes**

Co-owner may only construct residential dwelling unit within the building envelope so designated in Exhibit B. This designate is outlined by the dash line and marked as building set back line. Thus identifying the envelope area within each lot.

### **Section 6. Co-owner**

Co-owner shall be responsible to maintain his unit as shown in Exhibit B.

### **Section 7. Natural Beauty Road.**

The abutting road named Grass Lake Road is a Natural Beauty County Road and abides by the Natural Beauty Standards.

**ARTICLE VI****UNIT DESCRIPTIONS AND PERCENTAGES OF VALUE****Section 1. Description of Units**

Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of the Aspen Meadows Site Condominium as prepared by Kieft Engineering, Inc. and attached hereto. Each unit shall consist of the land located within the Unit boundaries as shown on Exhibit B hereto and delineated with dashed outlines together with all appurtenances thereto.

**Section 2. Percentage of Value**

The percentage of value assigned to each Unit is equal, being 1.15% share. The percentages of value were computed on the basis that the comparative characteristics of the Units and concluding that there are not material differences among them insofar as the allocation of the Percentages of Value is concerned. The total value of the Project is precisely 100%. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and expenses of the administration and the value of such Co-owner's vote at meetings of the Association of Co-owners.

**ARTICLE VII EASEMENTS****Section 1. Easement for Maintenance of Encroachments and Utilities**

In the event any portion of a Unit or Common element encroaches upon another Unit or Common element due to shifting, settling or moving of a building, or due to survey error, 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.

**Section 2. Easements Retained by Developer**

The Developer reserves for the benefit of itself, its successors and assigns, perpetual easements to utilize tap tie into, extend and enlarge all mains located in the Condominium Premises, including, but not limited to, water, gas, storm and sanitary sewer mains, (including any retention ponds, if any are constructed and included in the Project), to serve any portion or portions of any land described in Article II hereof or any other land located in the vicinity of the Project which is now or hereinafter owned by the Developer, its successors and assigns. In the event the Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium Premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping tying-in, extension or enlargement. The Developer reserves the right at any time until the elapse of two (2) years after the expiration of 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-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 to this Master Deed to effectuate the foregoing grant of easement or transfer of title. Developer has the right to dedicate the roads within the Condominium to the Road Commission for Oakland County.

**(a) Reserves the Right to Create a Temporary Water Main Easement**

Developer further reserves the right to dedicate an easement to the Charter Township of White Lake over the full width of all streets within the condominium for water main purposes and for the construction, instillation, repair, maintenance, replacement of public water mains. At the sole

discretion of the developer it may grant this easement to the Charter Township at the time it turns the water mains over to the appropriate Township authority. Further this easement shall expire if and upon the public dedication of said streets to the Road Commissions of Oakland County. In the event the public streets are not dedicated for any reason this Water Main Easement will be perpetual for the benefit of the Township and all parties concerned.

**(b) Reserves the Right to Create a Permanent Water Tower Easement**

Developer further reserves the right to create an easement and physically locate a water tower of a design yet to be determined on the south half of Unit # 20 of Aspen Meadows Site Condominiums. This reservation easement includes the construction of an access road along the utility easement between Lot s #19 and #20 and developer reserves the right to amend this document to permanently establish said easement including all utilities, access roads, drainage easements as required, for the operation of a water tower as part of the water system. Further, developer reserves the right to dedicate this easement to the Township of White Lake or Oakland County Department of Public Works as required for the operation and maintenance of said system.

**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, access purposes, dedications of roads or other lawful purposes as may be necessary for the benefit of the Condominium or for the benefit of any other land described in Article II hereof; subject, however, to the approval of the Developer so long as the Development and Sales Period has not expired. No easements created under the Condominium Documents may be modified, nor may any of the obligations with respect thereto be varied, without the consent of each person benefited or burdened thereby.

**Section 4. Association and Developer Easements for Maintenance, Repair and Replacement**

The Developer, the Association and all public or private utilities shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration, replacement or upkeep which they or any of them are required or permitted to perform under the Condominium Documents or by law or to respond to any emergency or common need of the Condominium. It is intended that each Co-owner shall be solely responsible for the performance and costs of all maintenance, repair and replacement of and decoration of the residence and all other appurtenance and improvements constructed or otherwise located within his Unit in a proper manner and in accordance with the standards set forth in Article VI of the Bylaws. Therefore, in the event a Co-owner fails, as required by this Master Deed, the Bylaws or any Rules and Regulations promulgated by the Association, to properly and adequately maintain, decorate, repair, replace or otherwise keep his Unit or any improvements or appurtenance located therein, the Association (and/or the Developer during the Development and Sale Period shall have the right, and all necessary easements in furtherance thereto, (but not the obligation) to take whatever reasonable action or actions it deem desirable to so maintain, decorate, repair or replace the Unit, all at the expense of the Co-owner of the Unit. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at a future time. All costs incurred by the Association or the Developer in performing any responsibilities which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his monthly assessment next falling due; further, the lien for non-payment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

**Section 5. Telecommunications Agreements**

The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Construction and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein. 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, 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. Emergency Vehicle Access Easement**

There shall exist for the benefit of the Charter Township of White Lake or any emergency service agency, an easement over all roads in the Condominium for use by the Township and/or emergency vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulances and rescue services and other lawful governmental or private emergency services to the Condominium Project and Co-owner thereof. This grant of easement shall in no way be constructed as a dedication of any streets, roads or driveways to the public.

**ARTICLE VIII SUBDIVISION, CONSOLIDATION OF UNITS, LIMITED COMMON ELEMENTS**

Notwithstanding any other provision of the Master Deed or the Bylaws, 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. "Any such subdivision, consolidation or other modification or amendment to the Master Deed under this Article VIII, however, must first be reviewed and approved by White Lake Township".

**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) Subdivide Units; Consolidate Units; Relocate Boundaries**

Subdivide or re-subdivide any Unit, which it owns, consolidate under single ownership two or more Units which are located adjacent to one another, and relocate any boundaries between adjoining Units. Such subdivision or re-subdivision of Units, consolidation of Units and relocation of boundaries on Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of Developer, its successors or assigns.

**(b) Amend to Effectuate Modifications**

In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from such subdivision, consolidation or relocation of boundaries shall be separately identified by number and the percentage of value for the Unit or Units subdivided, consolidate or as to which boundaries are relocated shall be proportionately allocated to the resulting units in order to preserve a total value of 100% for the entire Project resulting from such amendment or amendments to this Master Deed; provided, however, the percentage of value for all Units in the Project shall remain equal. Such amendment or amendments to the Master Deed shall also contain such further definitions of General Common Elements as may be necessary to adequately describe the Units in the Condominium Project as so subdivided. 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 of 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 or re-recording an entire Master Deed or the Exhibits hereto.

## **ARTICLE IX                    AMENDMENT**

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

### **Section 1. Co-Owner Consent**

No Unit dimension may be modified without the consent of the Co-owner of such Unit nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified without the written consent of the Co-owner of any Unit to which the same are appurtenant.

### **Section 2. By Developer**

Prior to one (1) year after expiration of the Development and Sales Period, the Developer may, without the consent of any Co-owner or any other person, amend this Master Deed 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, including, but not limited to, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, The Veterans Administration or the Department of Housing and Urban Development, or by any other public or private mortgage insurer or any institutional participant in the secondary mortgage market.

### **Section 3. Change in Value of Vote, Maintenance Fee and Percentages 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, except as provided in Article V, Section 6(c) of the Bylaws and except as provided in Article VI, Article VII and Article IX hereof.

### **Section 4. Mortgage Approval**

Pursuant to Section 90 (1) of the Act, the Developer hereby reserves the right, on behalf of itself and on behalf of the Association of Co-owners, to amend this Master Deed and the Condominium Documents without approval of any mortgagee unless the amendment would materially alter or change the rights of the mortgagee, in which event 66-2/3% of the mortgagees shall approve such Amendment, giving one vote for each mortgage held.

### **Section 5. Termination, Vacation, Revocation, or Abandonment**

The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of 85% of all Co-owners.

### **Section 6. Developer Approval**

During the Development and Sales Period, this Master Deed and Exhibits A and B hereto shall not be amended nor shall the provisions thereof be modified in any way without the written consent of the

Developer.

#### **Section 7.**

Notwithstanding any other provision of this Master Deed to the contrary, there shall be no amendment to Article IV, Section 2 (b), Article VII, Article VII, Article VII, Section 6, or any provision of the Condominium Documents which would affect the rights of White Lake Township of under such provisions, without such amendment or amendments being first approved by White Lake Township. Furthermore, any proposed amendment to this Master Deed, including Exhibit A and B attached hereto, which would involve any subject matter reviewed or reviewable pursuant to White Lake Township Ordinances, shall first be so reviewed and approved by White Lake Township prior to recording.

Whether or not Township approval is required, a copy of any amendment to the Master Deed shall be delivered to the Township by the party executing same, within 30 days after the document has been recorded at the office of the Oakland County register of Deeds.

#### **ARTICLE X                    ASSIGNMENT**

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

#### **ARTICLE XI        DEDICATION OF PUBLIC ROADS AND UTILITIES**

Developer intends to, and by recordation of this Master Deed reserves the right and power to, dedicate all the roads in the Condominium to public use, and all persons acquiring any interest in the Condominium, including without limitation all Co-owners and mortgagees, shall be deemed irrevocably to have appointed Developer and its successors as agent and attorney-in-fact to make such dedication and to act in behalf of all Co-owners and their mortgagees in any statutory or special assessment proceedings with respect to the dedicated roads. After certificates of occupancy are issued for Residences in 100% of the Units in the Condominium, the Association may exercise the foregoing rights and powers.

Developer shall dedicate the required sixty-foot right-of-way to the requirements and conditions of the Oakland County Road Commission. Any and all improvements therein shall be performed, according to the requirements and conditions of the board of the Oakland County Road Commission and/or pursuant to White Lake Township.

#### **ARTICLE XII    SPECIAL ASSESSMENTS FOR SPECIAL ASSESSMENT DISTRICTS FOR ROAD IMPROVEMENTS**

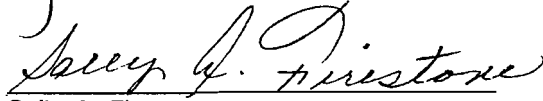
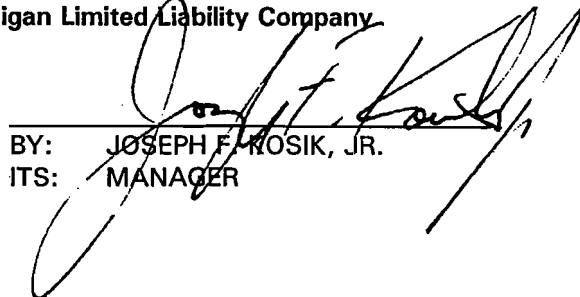
(a)            Upon approval by an affirmative vote of not less than 51% of all co-owners, the Association shall be vested with the power and authority to sign petitions requesting establishment of a special assessment district pursuant to provisions of applicable Michigan statutes and or ordinances 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, the collective costs assessable to the condominium premises as a whole shall be borne equally by all co-owners.

(b)            All road improvement special assessments levied by any public taxing authority shall be assessed in accordance with Michigan Law including but not limited to Section 131 of 1978 PA 59, as amended (MCL 559.231).

**WITNESSES:**

**DEVELOPER:**

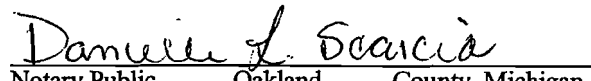
**JFK INVESTMENT DEVELOPER COMPANY, L.L.C.**  
**A Michigan Limited Liability Company**

  
\_\_\_\_\_  
Linda M. Uribe  
\_\_\_\_\_  
Sally A. Firestone  
\_\_\_\_\_  
BY: JOSEPH F. KOSIK, JR.  
ITS: MANAGER

STATE OF MICHIGAN            )  
  ) SS  
COUNTY OF OAKLAND        )

On this 27<sup>th</sup> day of March, 2000, the foregoing Master Deed was acknowledged before me by Joseph F. Kosik, Jr. the Manager of JFK Investment Company, L.L.C., A Michigan Limited Liability Company.

**DANIELLE L. SCARCIA**  
Notary Public, Oakland County, MI  
My Commission Expires Oct 22, 2003

  
\_\_\_\_\_  
Notary Public, Oakland County, Michigan  
My commission expires: October 22, 2003

**Drafted By:**

JFK Investment Company, L.L.C.  
Joseph F. Kosik, Jr.  
1825 S. Woodward Avenue  
Suite 100  
Bloomfield Hills, MI 48302  
(248) 333-2373

**When Recorded Return To:**

JFK Investment Company, L.L.C.  
Joseph F. Kosik, Jr.  
1825 S. Woodward Avenue  
Suite 100  
Bloomfield Hills, MI 48302  
(248) 333-2373

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

The Aspen Meadows Site Condominium, a residential Condominium Project located in White Lake Township, 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, easements and affairs of the Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3 (8) of the Act and the Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Co-owner shall be entitled to membership and no other person or entity shall be entitled to membership. The share of a Co-owner in the funds and assets of the association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his 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 provision:

**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 payments as set forth in Section 3 below rather than by special assessments. At a minimum, the reserve fund shall be equal to 10% of the Association's current annual budget on a non-cumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for this particular project, the Association of Co-owners should carefully analyze the Condominium Project to determine if a greater

amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. Upon adoption of an annual budget by the board of Directors, copies of the budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget, although the 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, Limited Common Elements and Units to the extent the Association is obligated to repair and replace, (3) to provide additions to the General Common Elements not exceeding \$1,000.00 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 assessments or assessments as it shall deem to be necessary. The Board of Directors also shall have the authority, without Co-owners consent, to levy assessments pursuant to the provision 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 member thereof. The Board of Directors, including the first Board of Directors controlled by the Developer, may relieve Co-owners who have not constructed residences upon their Units from payments, for a limited period of time, of all or some provide fair and reasonable relief from Association budget. The purpose of this provision is to provide fair and reasonable relief from Association assessment until such Co-owners actually commence utilizing the Common Elements on a regular basis.

**(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 \$1,000.00 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 80% 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. This section shall not apply to any special assessments levied by the Township pursuant to applicable provisions of the Master Deed.

**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 in each Unit in Article V of the Master Deed without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with Article III, Section 2 (a) above shall be payable by Co-owners in regular 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. A late charge not exceeding \$25.00 per installment may be assessed automatically by the Association upon each installment in default five (5) or more days until each installment together with all applicable late charges is paid in full. The Board of Directors shall also have the right to increase the amount of the late charge upon notification to all Co-owners. The Association also may, pursuant to Article XX hereof, levy fines for late payments of assessments in addition to the late charge. 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 payments and costs of collections 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 the extinguishing of all right 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 payments, 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 any Co-owner in the payment of any installment of the annual assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any services to a Co-owner in default shall not be entitled to serve on committees or as a Director of the Association, 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 continue; 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 payments or non-payment of assessments in accordance with the provisions of Article XX of these Bylaws. All of these remedies shall be cumulative and not alternative.

##### **(b) Foreclosure Proceedings**

Each Co-owners, 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 assessments(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 an 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 nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until

the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-Owner(s) at his or their last known address, a written notice that one (1) or more installments of the annual assessment levied against all property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

#### **Section 6. Personal Property Tax Assessment of Association Property**

The Association shall be assessed as the person or entity in possession of any tangible personal property 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 7. Construction Lien**

A construction lien otherwise arising under Act 497 of the Michigan Public Acts of 1980, as amended shall be subject to Section 132 of the Act.

#### **Section 8. Statement as to Unpaid Assessments**

The purchaser of any Unit may request a statement of the Association as to the amount of any unpaid Association assessment 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 state, 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 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.

#### **Section 9. Road Improvements**

At some time subsequent to the initial development, it may become necessary to pave or improve some or all of the roads within or adjacent to the condominium premises. The improvement may be financed, in whole or in part, by the creation of a special assessment district or districts, which may include Aspen Meadows Site Condominium. The acceptance of a conveyance or the execution of a land contract by any owner or purchaser of a condominium unit shall constitute the agreement by such owner or purchaser, his/her heirs, executors, administrators, or assigns, that the Board of Directors of the Association shall be vested with full power and authority to obligate all co-owners to participate in a special assessment district, sign petitions requesting said special assessment, and consider and otherwise act on all assessment issues on behalf of the Association and all co-owners provided, that prior to signature by the Association on a petition for improvement of such public roads, the desirability of said improvement shall be approved by an affirmative vote of not less than 51% of all co-owners. No consent of mortgagees shall be required for approval of said public road improvement.

#### **Section 10. Retention Pond and Storm Water Drainage System**

The costs of maintenance, repair and/or replacement of the retention pond and storm water drainage system shall be borne by the Association. In the event the Association fails to provide adequate maintenance, repair or replacement of the retention pond and storm water drainage system, White Lake Township may serve written notice of such failure upon the Association. Such written notice shall contain a demand that the deficiencies of maintenance repair and/or replacement be cured within a stated reasonable time period. If such deficiencies are not cured, the Township may undertake such maintenance, repair and/or replacement and the costs thereof, plus a twenty-five (25%) percent administrative fee may be assessed against the Co-owners and collected as a special assessment on the next annual White Lake Township tax roll.

## **ARTICLE III                      ARBITRATION**

### **Section 1. Scope and Election**

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

### **Section 2. Judicial Relief**

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

### **Section 3. Election of Remedies**

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

## **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), and directors liability insurance, and workers 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 interest 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**

If applicable and appropriate, all General Common elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. The Association shall not be responsible, in any way, for maintaining insurance with respect to Limited Common Elements.

#### **(c) Premium Expenses**

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

#### **(d) Proceeds of Insurance Policies**



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 mortgages, as their interest may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article VI 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 of 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 the 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, with such insurer as may, from time to time, provide such insurance for the Condominium Project. Without limitation on the generality of the foregoing, the Association as said attorney shall have the 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 interest 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 all risk insurance with respect to the building and all other improvements constructed or to be constructed within the perimeter of his Condominium Unit and its appurtenant Limited Common Element Yard Area 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 in amount equal to the excavation costs. Each Co-owner also shall be obligated to obtain insurance coverage for his personal liability for occurrences within the perimeter of his Unit and appurtenant Limited Common Element Yard Area or the improvements located thereon (naming the Association and the Developer as additional insured), and also for any other personal insurance coverage that the Co-owner wishes to carry. 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 to obtain such insurance or to provide evidence thereof to the Association, the Association may, but is not required to, obtain such insurance on behalf of such Co-owner and the premiums therefor shall constitute a lien against the Co-owner's Unit may be collected from the Co-owner in the same manner that the Association assessments may be collected in accordance with Article II hereof.

The Association shall under no circumstances have any obligation to obtain any of the insurance coverage described in this Section 3. or have any liability to any person for failure to do so; provided, however, the Association may elect, through its Board of Directors, to undertake the responsibility for obtaining the insurance described in this Section 3., or any portion thereof, exclusive of insurance covering the contents located within a Co-owner's residence, and the cost of the insurance shall be included as an expense item in the Association budget. All Co-owners shall be notified on the Board's election to obtain the insurance at least sixty (60) days prior to its effective date which notification shall include a description of the coverage and the name and address of the insurer. Each Co-owner shall also be provided a certificate of insurance as soon as it is available from the insurer. Co-owners may obtain supplementary insurance but in no event shall any such insurance coverage that relates to the equivalent insurance carried by the Association. The Association also shall not reimburse Co-owners for the cost of premiums resulting from the early cancellation of an insurance policy. To the

extent a Co-owner does or permits anything to be done or kept on his Unit and/or the adjoining policy.

To the extent a Co-owner does or permits anything to be done or kept on his Unit and/or the adjoining Limited Common Element Yard Area, that will increase the rate of insurance 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 shall be charged to the particular Co-owner responsible for such activity or condition.

#### **Section 4. Waiver of Right of Subrogation**

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

#### **Section 5. Indemnification**

Each individual Co-owner shall indemnify and hold harmless every other Co-owner, the Developer and the Association for all damages and costs, including attorneys' fees, which such other Co-owners, the Developer or the Association may suffer as a result of defending any claims arising out of an occurrence on or within such individual Co-owner's Unit or appurtenant Limited Common Element Yard Area 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.

### **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 therefore, shall be as follows:

##### **(a) General Common elements**

If the damaged property is a General Common Element, the damaged property shall be rebuilt or repaired unless all of the Co-owners and all of the institutional holders of mortgages on any Unit in the Project unanimously agree to the contrary. This shall not affect the rights of the Township as outlined in these Master Deeds and Bylaws.

##### **(b) Unit or Improvements Thereon**

If the damaged property is a Unit or Limited Common Element Yard Area or any improvements thereon, the Co-owner of such Unit shall, so long as the Co-owner is obligated to obtain the insurance, apply the insurance proceeds towards and be responsible for rebuilding or repairing the damaged property, subject to the rights of any mortgagee or other person or entity having an interest in such property. Property damaged for which the Association is obligated to insure shall be repaired in accordance with Section 3., below. Either the Co-owner or the Association shall, depending on which has the obligation to insure the Unit and improvements thereon, remove all debris and restore the Unit and the improvements thereon to a clean and slightly 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.

#### **Section 2. Repair in Accordance with Master Deed**

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, reconstruction and insuring, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as the

existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction or repair required to be performed by the Association, or if 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 interest 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 therefor, be divested of all interest in the Condominium Project.

##### **(b) Taking of General Common Elements**

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

##### **(c) Continuation of Condominium after Taking**

In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be resurveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-owners based upon the continuing value of the Condominium of 100%. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner.

##### **(d) Notification of Mortgagees**

In the event any Unit in the Condominium, or any portion thereof, or the Common Elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by the 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 provision, Section 133 of the Act shall control upon any taking by eminent domain.

#### **Section 6. Notification of FHLMC and FNMA**

In the event any mortgage in the condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC") or by the Federal National Mortgage Association ("FNMA") then, upon request therefore by FHLMC, or FNMA, as the case may be, the Association shall give it written notice at such address as it may, from time to time, direct of any loss to or taking of the Common Elements of

the Condominium if the loss or taking exceeds \$ 10,000 in amount or damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLMC or FNMA exceeds \$1,000.00

#### **Section 7. Priority of Mortgagee Interest**

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 insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

### **ARTICLE VI RESTRICTIONS**

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

#### **ARTICLE VI, SECTION 18 REFERS TO WETLAND PRESERVATION, WHICH MUST BE FOLLOWED AND WILL BE STRICTLY ENFORCED.**

#### **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 and in accordance with the ordinances of the White Lake Township. Provisions of the White Lake Township Zoning Ordinance regarding minimum lot size shall apply. No residence shall be erected that does not meet the minimum set back, minimum floor area and maximum height requirements of the Township, unless a variance is granted by the Township. The term "Lot" as used in the Zoning Ordinance shall mean the Unit. The term "side lot line" as used in the Zoning Ordinance shall mean the line between the Units. The term "front lot line" as used in the Zoning Ordinance shall mean the line separating the Unit from the road right-of-way.

#### **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. 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 twelve (12) 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. Developer may lease any number of Units in the Condominium in his 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 an 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 desire 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 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 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 believe that the alleged breach in 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 occupancy 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 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**

No building, structure or other improvement shall be erected, constructed or permitted to remain on any Condominium Unit or elsewhere within the Condominium Project unless the building, structure or improvement has been approved by the Developer in accordance with paragraph (a) of this Section 3 and also complies with the remaining restrictions and requirements of this Article VI, unless any non-compliance has been waived pursuant to paragraph (e) of this Section 3.

#### **(a) Review Procedure; Submission Requirements**

The Developer intends that all buildings structures and improvements constructed within any Condominium Unit or otherwise within the Condominium be designed, developed and constructed so as to be harmonious, complimentary and dignified, all to the end that the Condominium as developed and improved constitutes and provided a refined and exclusive environment of the highest architectural, construction and aesthetic standards. In order to accomplish such end, the Developer hereby reserves the right to approve, disapprove and otherwise pass upon the design, appearance, construction or other attributes of any building, structure or improvement proposed to be constructed or maintained on a Condominium Unit, and no building, structure or improvement shall be permitted or allowed with respect to a Unit without the prior written approval of the Developer pursuant to the terms and conditions of this Section 3.

(1) A three step submission process must be followed for obtaining the approval of the Development for any building, structure or improvement to be erected, constructed, maintained or rebuilt on any Unit or Limited Common Element Yard Area. The Developer's written approval upon satisfactory completion of all three steps must be obtained before construction of any structure or improvement may be started. If appropriate, the Developer may waive the procedure in order to expedite the review procedure; although in no event shall the Developer to obligate to waive the procedure.

- (i) **Concept Submission.** The first step shall be the submission of concept materials to the Developer. The concept materials shall include materials sufficient to permit the Developer in its judgment to ascertain the general concept of the building, structure or improvement, which shall include front and rear elevation drawings showing all improvements (including the color and type of exterior materials), a proposed site plan showing the location of all improvements on the Unit and surrounding Limited Common element Yard Area, a preliminary floor plan showing the interior layout of the building and a landscape plan.
- (ii) **Preliminary Submission** once the Developer has approved the concept submission, the Owner of a Unit may apply to the Developer for approval of the preliminary submission. The

preliminary submission shall include samples of exterior colors and materials (including a detailed finish schedule for all exterior material, products and finishes, with actual brick, stain and shingle samples), detailed elevations drawings showing all elevations, a dimensioned floor plan prepared by a licensed architect or professional engineer, a topographical survey of the Unit, and a site plan showing all of the surrounding Limited Common Element Yard Area, structures, and improvements. A licensed engineer must certify the topographical survey and site plan. In addition, the Owner of the Unit shall have the Unit staked so as to show the location of all proposed structures and improvements on the Unit. The preliminary submission shall also include a preliminary landscaping plan showing finished grading, planting, seeding and lighting.

- (iii) **Final Approval** once the Developer has approved the preliminary submission, the Owner of a Unit may apply to the Developer for final approval. The submission to obtain final approval shall include the resubmission of the certified topographical survey and site plan (together with the staking of the Unit), and the submission of (1) a floor plan which is dimensioned, (2) engineering drawings for all elements of the structure and improvements, (3) a final landscape plan, (4) a topographical survey showing existing and proposed grades, the location of all trees in excess of three (3) inches in diameter at ground level and the proposed location of all structures and improvements, (5) a construction schedule specifying the contemplated commencement and completion dates for the structure and improvements, as well as the dates upon which specified elements or components of the structure are to be completed, and (6) such other matters as the Developer may require in order to verify the appropriateness of the structure and improvements or any aspect thereof. No approval shall be effective unless given by the Developer in writing. If a structure, improvement or any aspect or feature thereof is not in strict conformity with the requirements or restrictions set forth in this Section 3, any such nonconformity shall be permitted only if it is specifically mentioned such in the submissions to the Developer, and the Developer specifically approves or waives the same in writing.

(2) No alteration, modification, substitution or other variance from the design, plans, specifications and other submission matters which have been approved by Developer shall be permitted unless the Owner thereof obtains the Developer's written approval for such variation. So long as any such variance is minimal, the Owner need not go through the entire submission process described in paragraph 1 of this Section 3, but in any event the Owner must submit sufficient information (including, without limitation, material samples) as the Developer determines in its sole discretion is required to assist the Developer's decision whether or not to approve the variance. The Developer's approval of any variance must be obtained irrespective of the fact that the need for the variance arises for reasons beyond the Owner's control (e.g., material shortages).

(3) In making any of the written submissions contemplated in this Section, the Owner shall submit four (4) copies of each set of plans and documents required to be submitted to the Developer. Two copies shall be returned to the Owner after the Developer has approved or disapproved the submission, and the other two copies shall be retained by the Developer for its files.

(4) The Developer reserves the right to assign, delegate or otherwise transfer its rights and powers of approval as provided herein, including without limitation an assignment of such rights and powers, to the Association.

#### (b) Architectural Requirement

- (1) Each dwelling must have a minimum livable floor area as follows:
- (2) One-story dwellings - 1,650 square feet on the first floor
- (3) Bi-level and Tri-level dwellings - 2,000 square feet according to plan view
- (4) Two-story dwellings - 2,100 square feet of which the first floor shall be at least 1,250 square feet.

For the purposes of this paragraph, garages, patios, decks, open porches, entrance porches, terraces, basements, walk-out lower levels, storage sheds and like areas shall be excluded in determining the livable floor area, whether or not they are attached to the main dwelling, except in the case of bi-level and tri-level dwellings in which case the lowest level is included in determining minimum livable floor area. Except as specifically permitted herein, no dwelling shall be erected, altered, placed or permitted to remain on any Unit other than one detached single-family dwelling not to exceed two stories in height, which shall include an attached garage and such other accessory structure Developer may approve in writing.

No building, structure or improvement shall be placed, erected, altered or located on any Limited Common element Yard Area or Unit nearer to the front, side or rear line than is permitted by the ordinances of White Lake Township being the following set back requirements:

(i)	Front yard setbacks -	a minimum of	35 Feet
	Rear yard setbacks -	a minimum of	35 Feet
	Total setbacks -	a minimum of	70 Feet
(ii)	Side yard setbacks -	a minimum of	10 Feet
	Total setbacks -	a minimum of	20 Feet

The Developer shall have the right (but not any obligation) to permit setbacks less than those established above if in its sole discretion the grade, soil or other physical conditions pertaining to a Unit justify such a variance and additionally, subject to the review by the approval of the proposed adjustment by White Lake Township.

(3) The Exterior of all buildings must be brick, stone, wood siding or any material blending with the architecture and natural landscape as approved by the Developer in its sole discretion. The Developer in its sole discretion. The Developer shall also approve the mix of all such permissible materials. No aluminum or vinyl siding may be used in any dwelling, building or other structure. No Texture 1-11 may be used on the exterior of any structure. No structure of a temporary character shall be placed upon any Unit at any time; provided however, that this prohibition shall not apply to shelters approved by the Developer, permitted by White Lake Township, and used by a contractor during the construction of Condominium improvements or a dwelling, although no such temporary shelter shall be used at any time as a residence or be permitted to remain on a Unit after substantial completion of construction.

(4) All driveways shall be paved with asphalt or concrete and shall be completed prior to occupancy. All garages shall be attached to the main dwelling. Each Unit and surrounding Limited Common Element Yard Area must be landscaped within the time limits set forth in Paragraph (c) of this Section 3. The Developer shall have the right to determine the reasonable value of the landscaping. There will be a separate second garage allowed.

(5) No above ground swimming pools shall be erected or maintained on any Unit or surrounding Limited Common Element Yard Area. The size, configuration, location and exterior appearance of any in-ground swimming pool shall be subject to the Developer's prior written approval.

(6) No fence, wall or hedge of any kind shall be erected or maintained on any Unit without the prior written approval of the Developer. No fence, wall or hedge shall be located nearer to any front Unit than is permitted for dwellings under paragraph (2) of this subparagraph (b). No fence, wall or hedge shall be maintained or erected which blocks or hinders vision at street intersections. No chain link fences shall be permitted on any Unit or surrounding Limited Common Element Yard Area.

(7) All chimneys intended for live fires shall have flues lined through the entire height with standard clay lining or other fire resistance material.

(8) Dog shelters for permitted animals must be an integral part of the approved dwelling and must be approved by the Developer and White Lake Township, relative to the location and design of fencing or other structures. Any such shelters must be kept in a clean and sanitary condition at all times.

(9) No single-level flat roofs shall be permitted on the entire main body of any dwelling, building or other structure, including outbuildings. 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 pitch of any proposed roof shall be depicted on plans submitted to the Developer and the degree of pitch acceptable shall be at Developer's discretion. No white roofs shall be permitted.

(10) The size, color style, location and other attributes of the mailbox for any residence shall be as specified by the Developer, in order to ensure consistency and uniformity within the Condominium.

(11) No external air conditioning unit shall be placed in or attached to a window or wall of any dwelling. No compressor or other component of an air conditioning system, heat pump or similar system shall be visible from the road. To the extent reasonably possible, external components of an air conditioning system, heat pump or lie system shall be located so as to minimize any disruption or negative impact thereof on adjoining Units in terms of noise or view. The Developer shall have conclusive authority to determine whether a system complies with the foregoing requirements.

**(c) Construction Activities**

(1) All construction activities must be started within one (1) month of the time specified in the construction schedule submitted to and approved by the Developer pursuant to paragraph (a) of this Section 3. Prior to commencement of construction the Owner must obtain all permits or approvals required by White Lake Township and state and/or Federal Law.

(2) Once commenced, all construction activity shall be prosecuted and carried out with all reasonable diligence, and the exterior of all dwellings and other structures must be completed as soon as practical, after construction commences and in any event within twelve (12) months after such commencement, except where such completion is impossible or would result in exceptional hardship due to strikes, fires, national emergencies or natural calamities.

(3) All landscaping must be completed within ninety (90) days after initial occupancy of the dwelling or, in the case of speculative or unsold homes, within ninety (90) days after the exterior of the dwelling has been (or with due diligence should have been) substantially completed.

(4) Prior to the commencement of any construction activities relative to the building of a dwelling, the Owner or the contractor shall post with the Developer a One Thousand Dollar (\$1,000.00) deposit to ensure that during and after construction the road in the Condominium is maintained in a good and clean condition and free of any dirt, mud or other debris arising from the construction activities. The instructions for disposition of the deposit shall afford the Developer with the discretion to determine whether or not the Owner or contractor has complied with this paragraph.

(5) No dwelling may be constructed in the Condominium unless prior to the date of construction thereof, commences the general contractor or builder thereof enters into an agreement in form and substance acceptable to the Developer whereby the contractor or builder agrees (i) to maintain a dumpster on the Unit during the course of construction; (ii) to deposit all trash, garbage, scraps and other disposable items therein; (iii) to keep the Unit in a sightly and clean appearance during the course of construction; and (iv) to remove the dumpster and all trash, garbage, scraps or other debris from the Unit upon substantial completion of the structure. The agreement shall require the contractor or builder to post as security for its obligations hereunder a deposit in the amount of One Thousand (\$1,000.00) Dollars. The location of the dumpster shall be reflected on the final site plan



submitted pursuant to paragraph (a) of this Section, and shall be subject to the Developer's approval. The Developer intends to approve only locations, which render the dumpster as unobtrusive as reasonably possible.

**(d) Standard for Developer's Approvals; Exculpation from Liability**

In reviewing and passing upon the plans, drawings, specifications, submissions and other matters to be approved or waived by the Developer under this Section, the Developer intends to ensure that the dwellings and other features embodied or reflected therein meet the requirements set forth in this Section; however, the Developer reserves the right to waive or modify such restrictions or requirements pursuant to paragraph (e) of this Section. In addition to ensuring that all dwellings comply with the requirements and restrictions of this Section 3, the Developer (or the Association, to the extent of approval powers are assigned to it by the Developer) shall have the right to base its approval or disapproval of any plans, design, specifications, submissions or other matters on such other factors, including completely aesthetic considerations, as the Developer (or the Association) in its sole discretion may determine appropriate or pertinent. The Developer currently intends to take into account the preservation of trees and of the natural setting of the Condominium in passing upon plan designs, drawings, specifications and other submissions. Except as otherwise expressly provided herein, the Developer currently intends to take into account the preservation of trees and of the natural setting of the Condominium in passing upon plans, designs, drawings, specifications and other submission. Except as otherwise expressly provided herein the Developer or the Association, as the case may be, shall be deemed to have the broadest discretion in determining what dwellings, fences, walls, hedges or other structures will enhance the aesthetic beauty and desirability of the Condominium, or otherwise further or be consistent with the purposes for any restrictions. In no event shall either the Developer (or the agents, officers, employees or consultants thereof), or the Association have any liability whatsoever to anyone for any act or omission contemplated herein, including without limitation the approval or disapproval of plans, drawings, specifications, elevations of the dwellings, fences, walls, hedges or other structures subject thereto, whether such alleged liability is based on negligence, tort, express or implied contract, fiduciary duty or otherwise. By way of example, neither the Developer nor member of the Association shall have liability to anyone for approval of plans, specifications, structures or the like which are not in conformity with the provisions of this Section 3, or any other provision contained in the Condominium Documents, or for disapproving plans, specifications, structures or the like which arguably are in conformity with the provisions hereof. In no event shall any party have the right to impose liability on, or otherwise contest judicially, the Developer or any other person for any decision of the Developer (or alleged failure of the Developer to make a decision) relative to the approval or disapproval of a structure or any aspect or other matter as to which the Developer reserves the right to approve or waive under this Master Deed. The approval of the Developer (or the Association, as the case may be) of a building, structure, improvement or other matter shall not be construed as a representation or warranty that the structure or matter is properly designed or that it is in conformity with the ordinances or other requirements of the Township for White Lake or any other governmental authority.

Any obligation or duty to ascertain any such non-conformity, or to advise the Owner or any other person of the same (even if known), is hereby disclaimed.

**(e) Developer's Right to Waive Amend Restriction**

Notwithstanding anything herein to the contrary, the Developer reserves the right to approve any structure or activities otherwise proscribed or prohibited hereunder, or to waive any restriction or requirement provided for in this Section 3, if in the Developer's sole discretion such is appropriate in order to maintain the atmosphere, architectural harmony, appearance and value of the condominium and the Units therein, or to relieve the Owner of a Unit or a contractor from any undue hardship or expense. In no event, however, shall the Developer be deemed to have waived or be estopped from asserting its right to require strict and full compliance with all the restriction sent forth, unless the Developer indicates its intent and agreement to do so in writing and, in the case of an approval of nonconforming structures, the requirements of paragraph (a) of this Section are met.

#### **Section 4. Yard Areas**

The Units and Limited Common Element Yard Areas shall have well-maintained lawns. Well-maintained lawns shall mean lawns of a uniform, recognized grass type for lawns, regularly cut to a uniform height appropriate for such grass in a first-class residential development, trimmed and edged to preserve a neat, groomed and cared for appearance in the condominium including installation of an underground sprinkler system. Lawns and sprinkler systems must be installed within six months from the date of issuance of the preliminary certificate of occupancy for the residential dwelling constructed on a Unit. Units conveyed by the Developer to individual owners which are un-built upon for a period longer than 24 months from the date of conveyance shall also have well-maintained lawns. In the event of a Co-owner's failure to have a well-maintained lawn as required by this Section 4, both the Association and the Developer shall be permitted to install a lawn and sprinkler system and to mow the lawn within the Co-owner's Unit and its surrounding Limited Common Element Yard Area and to charge the expenses therefor to the Co-owner who shall be obligated to pay the expense within thirty (30) days from the date of the invoice.

#### **Section 5. Alterations and Modifications of Units and Common Elements**

The written approval of the Board of Directors and White Lake Township pursuant to ordinance, (and during the Development and Sales Period, also the written approval of the Developer) shall be obtained by a Co-owner prior to making alterations, modifications or changes in any of the Units or Common elements, Limited or General, including, without limitation, the erection of antennas of any sort (including dish antennas), lights, aerials, awnings, newspaper holders, basketball backboards, mailboxes, 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. The Association shall permit no fences without the specific approval of the Developer, during the Development and Sale period, and thereafter. Notwithstanding above, all alterations, modifications or changes to any unit referred herein shall comply with the ordinances, as amended, of White Lake Township.

#### **Section 6. 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 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 7. Pets**

No animals, other than 1-2 dogs, or 1-2 cats or 1 dog and 1 cat, shall be maintained in the Condominium by any Co-owner. No animal may be kept or bred for any commercial purpose and shall have such care and restraint so as not be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be permitted to run loose at any time upon the Common Elements and any animal shall at all times be leashed and attended by some responsible person while on the Common Elements. 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 a result of the presence of such animal on the premises, whether or not the Association has give 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. 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 the duly adopted rules and regulations of the Association.

#### **Section 8. Aesthetics**

The Common Elements, both Limited and General, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. 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. Any lawn furniture placed on lawn areas must be within the Limited Common Element Yard Area and/or Unit assigned to the Co-owner and must be removed immediately after use. In general, no activity shall be carried on 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 9. Vehicles**

No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, motorcycles, all terrain vehicles, snowmobiles, snowmobile trailers or vehicles, automobiles, or vehicles used primarily for general personal transportation purposes, may be parked or stored upon the General Common Elements of the Condominium. Vehicles shall be parked in garages to the extent possible. Any extra vehicles shall be parked on the paved driveway located within a Unit or Yard Area; provided, however, the vehicles are not parked in an unsightly manner as determined by the Board of Directors. 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 (except as above provided) unless while making deliveries or pickups in the normal course of business. Co-owners shall, if the Association shall require, register with 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. Use of motorized vehicles anywhere on the Condominium Premises, other than passenger cars, authorized maintenance vehicles and commercial vehicles as provided in this Section 8, is absolutely prohibited.

#### **Section 10. 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, excluding "For Sale" signs, without written permission from the Association and, during the Development and Sales Period, from the Developer. Notwithstanding the foregoing, the Developer shall be permitted to establish a set of rules to enable the advertisement of homes for sale on the Premises during the period homes are under construction or when homes built for speculation purposes are being used as models.

#### **Section 11. 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 12. Right of Access of Association**

The Association or its duly authorized agents shall have access to each Unit and any Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary 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 Limited 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 and any Limited Common Elements appurtenant thereto caused thereby. This provision, in and of it, shall not be construed to permit access to the interiors of residences or other structures.

**Section 13. Landscaping**

No Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the Common Elements, Limited or General, without the prior written approval of the Association and, during the Development and Sales Period, the Developer. Homeowners must use low phosphorous content fertilizer on all lawn areas if any fertilizer is used at all.

**Section 14. Tree Preservation**

No Co-owner shall cut down or trim any tree located on the Condominium Premises which has a diameter of six (6) inches or more measured at ground level without the prior written approval of the Association and, during the Development and Sales Period, the Developer. Each tree removed or trimmed in violation of this provision shall constitute a separate violation and shall subject the offending Co-owner to fines as set forth in Articles XIX and XX and these Bylaws. This provision shall apply to any tree located within the Condominium Premises, whether within any Unit or upon the Limited or General Common Elements.

**Section 15. Common Elements 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. The association shall maintain and all owners shall abide by maintenance to all storm drainage easements to be kept free of structures and other impediments to the flow of storm water and further any retention basins as outlined in Exhibit B" shall not be filled with earth or debris in any manner which would reduce the volume available for the storage of storm water.

**Section 16. Co-owner Maintenance**

Each Co-owner shall maintain his Unit and any Limited Common Elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other Common Elements which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him, or 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 17. Reserved Rights of Developer****(a) Prior Approval by Developer**

During the Development and Sales Period, no building, 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 alternations which do not affect structural elements of any Unit, nor shall any hedges, trees, 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 costs 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, 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 Right 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 or Developer's agent 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 time 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 18. Wetland and Natural Feature Setback Area Preservation**

There is substantial amount of protected wetland and natural feature setback areas on the Condominium Premises, which have been generally delineated on Exhibit B, attached to the Master Deed. All such wetlands and natural feature setback areas shall not be disturbed in any manner and shall be perpetually preserved in their natural state. Further, any activity in or use of the wetlands or natural feature setback areas located within the Condominium Premises shall not violate, and must be in full compliance with, any and all applicable Township Ordinances, as amended, and/or all State and Federal laws. Except is authorized under MDEQ and or White Lake Township Wetlands permits and/or guidelines the associations or any persons therewith shall refrain from altering the depography or replacing fill material in, dredging, except to the extent required to maintain storm drainage, removing or excavating the soil, minerals, trees or vegetation from, the construction or placing any structures

on, draining service water from or plowing, tilling, cultivating water surface from said area.

## **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. 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 VII 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. If, however, the Developer elects to then be entitled to also vote for the non-developer Directors.

### **Section 2. 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 3. Quorum**

The presence in person or by proxy of 35% of the Co-owner 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 for any adjourned meeting as is provide in Section of Article IX below, except when voting on questions specifically required by the Condominium Documents to require a greater quorum.

#### **Section 4. Voting**

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

#### **Section 5. Majority**

A majority, except where otherwise provided herein, shall consist of more than 50% of those qualified to vote present in person or by proxy (or written vote, if applicable) at a give meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth.

### **ARTICLE IX MEETINGS**

#### **Section 1. Place of Meetings**

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 to otherwise in conflict with the Condominium Documents (as defined in the Master Deed) or the laws of the State of Michigan.

#### **Section 2. First Annual Meeting**

The First Annual Meeting of member of the Association may be convened only by the Developer and may be called at any time after more than 50% of the number of Units that may be created in Aspen Meadows Site Condominium have been conveyed and the purchasers thereof qualified as a member 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 75% in number of all Units that may be created have been conveyed or 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of the Unit in the Project, whichever first occurs. Developer may call meetings of member for informative or other appropriate purposes prior to the First Annual Meeting of the members and no such meeting shall be construed as the First Annual Meeting of the 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 member of the Association shall be held in the month of May each succeeding year after the year in which the First Annual Meeting is held, on such date and 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 and 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 property may 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 meetings shall state the time and place of such meeting and the purpose 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 the 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-owner cannot be held because a quorum is not in attendance, the Co-owners cannot be held because a quorum is not in attendance, the Co-owners who are present may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

#### **Section 7. Order of Business**

The order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of the minutes of preceding meeting; (d) reports of officer; (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 member (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 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 an 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 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 this meeting.

#### **Section 10. Minutes; Presumption of Notice**

Minutes or a similar record of the proceedings of meetings of members, when signed by the President



or Secretary shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

## **ARTICLE X BOARD OF DIRECTORS**

### **Section 1. Number of Qualified Directors**

The Board of Directors shall initially be comprised of three (3) members and shall continue to be comprised of either three or increased to five (5) members in accordance with the provisions of Section below. Thereafter, the affairs of the Association shall be governed by a Board of three or five Directors, as the case may be, 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. Thereafter, elections for non-developer Co-owner Directors shall be held as provided in subsections (b) and (c) below. The Directors shall hold office until their successors are elected and hold their first meeting.

#### **(b) Appointment of Non-Developer Co-owners**

Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-owners of 25% in number of the Units that may be created, one of the Directors shall be selected by non-developer Co-owners. When the required number of conveyance have been reached, the Developer shall notify the non-developer Co-owners and request that they hold a meeting and elect the required Director. Upon certification by the Co-owners to the Developer of the Director 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**

- (i) Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer of 75% of the Units, 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 10% 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.
- (ii) Regardless of the percentage of Units which have been conveyed, upon the expiration of 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, the non-developer Co-owners have the right to elect a number of members to the Board of Directors equal to the percentage of Units they own, and the Developer has the right to elect a number of members to 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 right otherwise established in subsection (i). Application of this subsection does not require a change in the size of the Board of Directors.
- (iii) If the calculation of the percentage of members of the Board of Directors that the non-developer Co-owners have the right to elect under subsection (ii), or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-developer Co-owners under subsection (b) results in a right of non-developer Co-owners to elect a fractional number of members of the Board of Directors, then a fractional

election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of 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 (i).

- (iv) At the First Annual Meeting two (or three) Directors shall be elected for a term of two years and one (or two) Director(s) shall be elected for a term of one year. At such meeting all nominees shall stand for election as one slate and the two (or three) persons receiving the highest number of votes shall be elected for a term of two (2) years and the one (or two) person(s) 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 (or two) or two (or three) 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 (or two) of the Directors elected at the First Annual Meeting) of each Director shall be two years. The Directors shall hold office until their successors have been elected and hold their first meeting.
- (v) Once the Co-owners have acquired the right hereunder to elect a majority of the Board of Directors, annual meetings of Co-owners to elect Directors and conduct other business shall be held in accordance with the provisions of Article IX, Section 3 hereof.

### **Section 3. Power 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 contact 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; provided, however, that any such action shall also be approved by affirmative vote of 75% of all of the members of the Association.
- (h) To make rules and regulations in accordance with Article VI, Section 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 and 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 performs such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 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 of 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 a Director by vote of the members of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that the Developer shall be solely entitled to fill the vacancy of any Director whom it is permitted in the first instance to designate. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the members of the Association. Vacancies among non-developer Co-owner elected Directors which occur prior to the Transitional Control Date may be filled only through election by non-developer Co-owners and shall be filled in the manner specified in Section 2(b) of this Article.

**Section 7. Removal**

At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors may be removed with or without cause by the affirmative vote of more than 50% of all of the Co-owners 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 35% requirement set forth in Article VIII, Section 4 and shall not be reduced. 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 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 with a three (3) day notice to each Director given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the

President or Secretary in a like manner and with like notice on the written request of two Directors.

**Section 11. Waiver of Notice**

Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be deemed a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

**Section 12. Quorum**

At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting to a subsequent time upon 24 hours prior written notice delivered to all Directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The adjourned 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 purpose of determining a quorum.

**Section 13. First Board of Directors**

The action 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 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 furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

**ARTICLE XI OFFICERS**

**Section 1. Duties of Officers**

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

**(a) President**

The President shall be the chief executive officer of the Association. He 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 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 as 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 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 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 XII 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 XIII FINANCE****Section 1. Records**

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

**Section 2. Fiscal Year**

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

**Section 3. Bank**

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

**ARTICLE XIV INDEMNIFICATION OF OFFICERS AND DIRECTORS**

Every director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable counsel fees and amounts paid in settlement, incurred by or imposed upon him in connection with any threatened, pending or completed action, suite, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, to which he may be a part of 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 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 indemnifications, 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. Further, the Association is authorized to carry officers' and directors' liability insurance covering acts of the officers and directors of the Association in such amounts as it shall deem appropriate.

**ARTICLE XV AMENDMENTS**

**Section 1. Proposal**

Amendment 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 66 <sup>2</sup>/<sub>3</sub>% 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 for 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. 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 XVI 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 XVII COMPLIANCE**

The Association and all present or future Co-owners, tenants, future tenants, or any other person 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 provision of the Act, the Act shall govern.

## **ARTICLE XVIII 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 right 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 a 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 XIX 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 Provision 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 XIX 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, guest, 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 procedure 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 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, or at a special meeting called for such purpose, 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 default.
- (d) **Hearing and Decision** Upon the appearance by the Co-owner before the Board and presentation of evidence of defense, or, in the event of the Co-owner's default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.

**Section 3. Amounts**

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

- (a) **First Violation**  
No fine shall be levied.
- (b) **Second Violation**  
Twenty-Five Dollars (\$25.00) fine.



**(c) Third Violation**

Fifty Dollars (\$50.00) fine.

**(d) Fourth Violation and Subsequent Violations**

One Hundred Dollars (\$100.00) 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 Article XVIII of the Bylaws.

**ARTICLE XX RIGHTS RESERVED TO DEVELOPER**

Any or all of the rights and powers granted or reserved to the Developer in the Condominium documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such powers as herein given and reserved to the Developer. Any right and powers reserved or granted to the Developer or its successor 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. 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 caused 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 XXI SEVERABILITY**

In the event that any of the terms, provisions or acts 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.

OAKLAND COUNTY CONDOMINIUM  
SUBDIVISION PLAN NO. 1247  
EXHIBIT B TO THE MASTER DEED OF

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

**ASPEN MEADOWS SITE CONDOMINIUM**

WHITE LAKE TOWNSHIP, OAKLAND COUNTY, MICHIGAN

ENGINEER AND SURVEYOR

KIEFT ENGINEERING INC.  
5852 SOUTH MAIN STREET  
CLARKSTON, MICHIGAN 48346  
PH (248) 625-5251

PROPERTY DESCRIPTION

A PART OF THE SOUTHWEST 1/4 OF SECTION 16, AND A PART OF THE SOUTHEAST 1/4 OF SECTION 17, T-3-N, R-8-E, WHITE LAKE TOWNSHIP, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT THE WEST 1/4 CORNER OF SAID SECTION 16; THENCE N 89°52'38" E (RECORDED AS DUE EAST) 202.00 FEET; THENCE S 00°08'15" W (RECORDED AS S 00°15'37" W) 298.36 FEET; THENCE N 89°52'38" E (RECORDED AS DUE EAST) 230.00 FEET; THENCE N 00°08'15" E (RECORDED AS N 00°15'37" E) 298.36 FEET; THENCE N 89°52'38" E (RECORDED AS DUE EAST) 560.20 FEET; THENCE S 00°05'00" W 400.00 FEET; THENCE N 89°52'38" E 327.00 FEET TO A POINT ON THE WEST LINE OF "SUPERVISOR'S PLAT NO. 6", AS RECORDED IN LIBER 14 OF PLATS, PAGE 41, OAKLAND COUNTY RECORDS; THENCE S 00°05'00" W 293.63 FEET ALONG THE WEST LINE OF SAID "SUPERVISOR'S PLAT NO. 6; THENCE S 58°30'00" W 1551.82 FEET (RECORDED AS 1553.20 FEET) TO THE WEST LINE OF SAID SECTION 16; THENCE CONTINUING S 58°30'00" W (RECORDED AS S 58°18'45" W) 920.97 FEET; THENCE S 44°01'44" W 413.66 FEET (RECORDED AS S 43°46'00" W 413.99 FEET); THENCE N 00°25'33" W 230.19 FEET (RECORDED AS N 00°39'30" W 230.13 FEET); THENCE S 89°34'27" W (RECORDED AS N 89°19'30" W) 240.00 FEET; THENCE N 00°25'33" W 2017.60 FEET TO A POINT ON THE EAST-WEST 1/4 LINE OF SECTION 17; THENCE N 88°31'40" E 1334.85 FEET ALONG SAID EAST-WEST 1/4 LINE OF SECTION 17 TO THE POINT OF BEGINNING. CONTAINING 85.464 ACRES AND EXCEPTING THE RIGHTS OF THE PUBLIC OVER THE NORTHERLY 33.00 FEET FOR GRASS LAKE ROAD. ALSO SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

DEVELOPER

J.F.K. INVESTMENT COMPANY L.L.C.  
A MICHIGAN LIMITED LIABILITY COMPANY  
1825 S. WOODWARD AVENUE, SUITE 100  
BLOOMFIELD HILLS, MICHIGAN 48302  
PH (248) 333-2373

SHEET INDEX

1. COVER SHEET
2. SURVEY & COMPOSITE PLAN
3. SITE & UNIT PLAN
4. SITE & UNIT PLAN
5. SITE & UNIT PLAN
6. SITE & UNIT PLAN
7. SITE & UNIT PLAN
8. UTILITY PLAN
9. UTILITY PLAN
10. UTILITY PLAN
11. UTILITY PLAN
12. UTILITY PLAN
13. COORDINATE, CURVE & UNIT INFORMATION

LIBER 21272 784.44

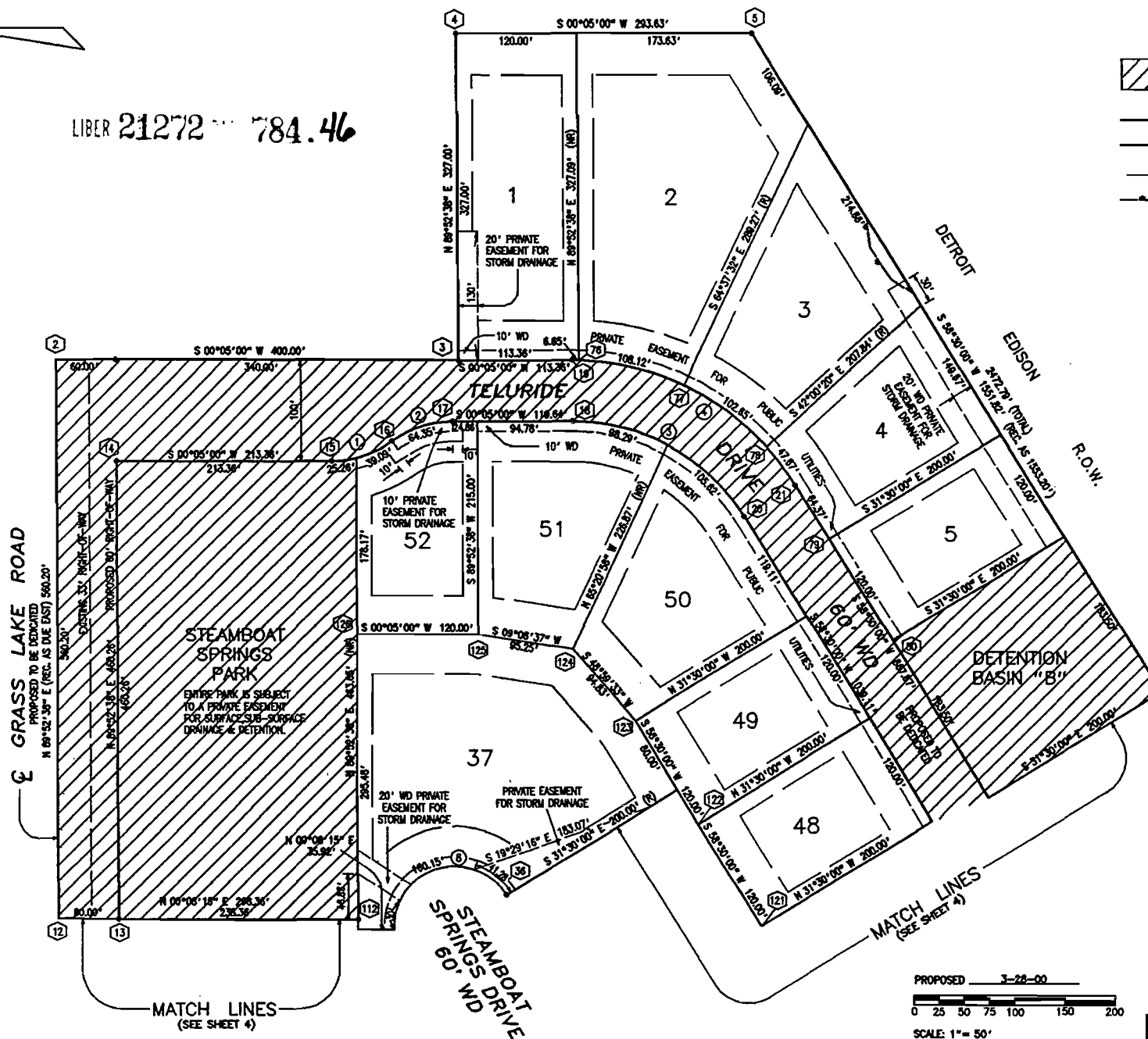
PROPOSED 3-28-00

SHEET NO. 1



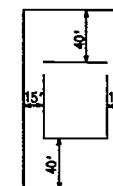


LIBER 21272 784.46



# LEGEND

- GENERAL COMMON ELEMENT
- LIMITS OF UNIT OWNERSHIP LINE
- LIMITS OF ROAD EASEMENT
- BUILDING SETBACK LINE
- LIMITS OF WETLANDS
- MONUMENT
- COORDINATE POINT
- CURVE DATA
- RADIAL LINE
- NOT RADIAL LINE



TYPICAL UNIT WITH SETBACK LINES

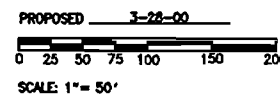
## NOTES:

ALL IMPROVEMENTS FOR UNITS AND ROADWAYS MUST BE BUILT.

SEE SHEET NO. 13 FOR COORDINATE, CURVE AND UNIT AREA INFORMATION.

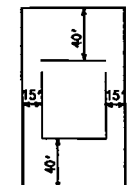
A BLANKET EASEMENT WILL BE PROVIDED TO THE TOWNSHIP FOR WATERWAYS CONSTRUCTED IN GENERAL COMMON ELEMENTS.

*Handwritten signature and professional seal of Kieft Engineering, Inc.*



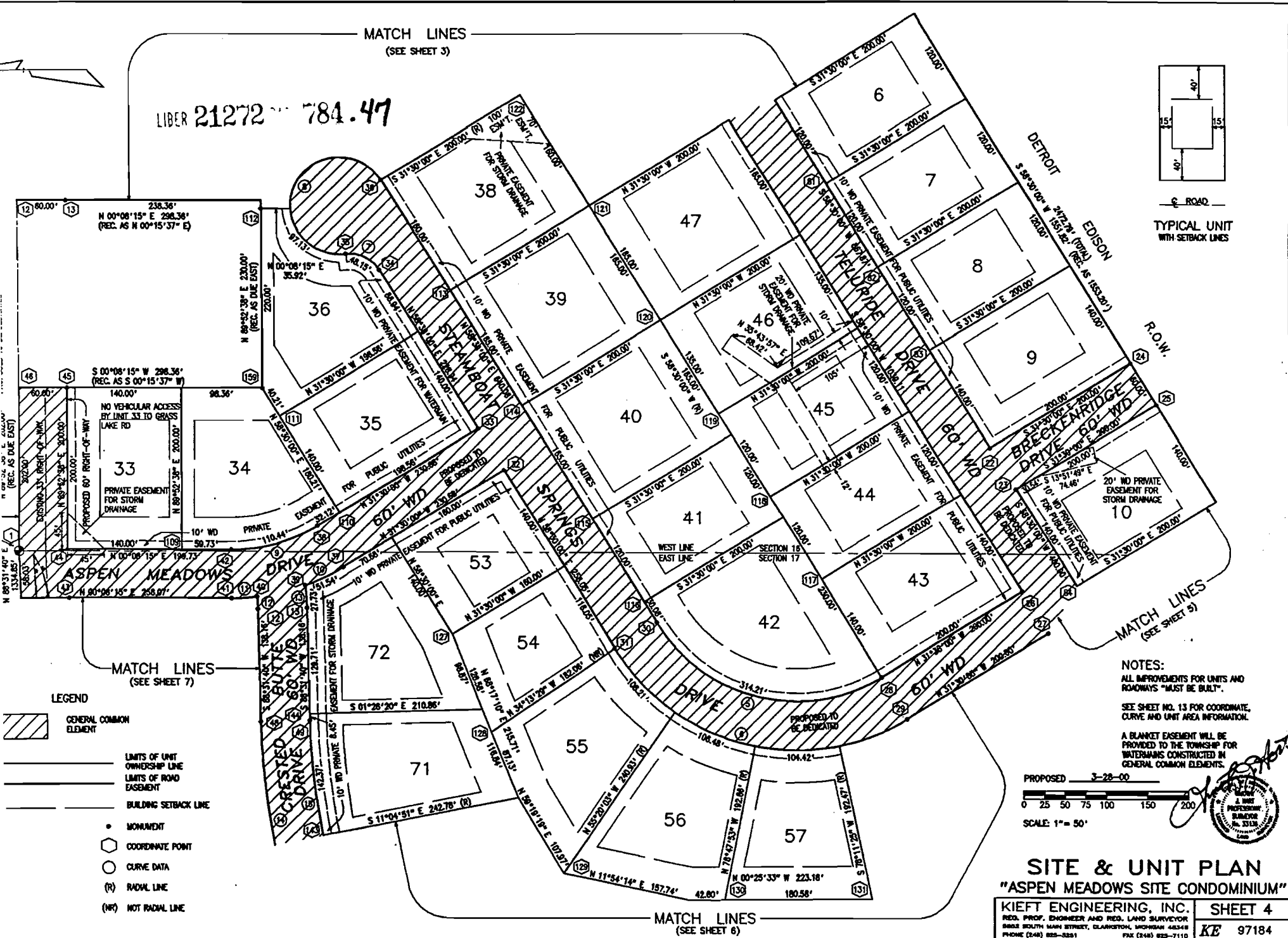
**SITE & UNIT PLAN**  
**"ASPEN MEADOWS SITE CONDOMINIUM"**  
**KIEFT ENGINEERING, INC.**  
 REG. PROF. ENGINEER AND REG. LAND SURVEYOR  
 BASE SOUTH MAIN STREET, CLARISTON, MICHIGAN 48348  
 PHONE (248) 622-6221 FAX (248) 622-7110  
**SHEET 3**  
**KE 97184**

LIBER 21272 - 784.47



E ROAD

TYPICAL UNIT  
WITH SETBACK LINES



## SITE & UNIT PLAN

### "ASPEN MEADOWS SITE CONDOMINIUM"

**KIEFT ENGINEERING, INC.**  
REG. PROF. ENGINEER AND REG. LAND SURVEYOR  
5803 SOUTH MAIN STREET, CLARKSTON, MICHIGAN 48348  
PHONE (248) 825-5251 FAX (248) 825-7110

**SHEET 4**

**KE 97184**

MATCH LINES  
(SEE SHEET 4)



A BLANKET EASEMENT WILL BE PROVIDED TO THE TOWNSHIP FOR WATERMAINS CONSTRUCTED IN GENERAL COMMON ELEMENTS.

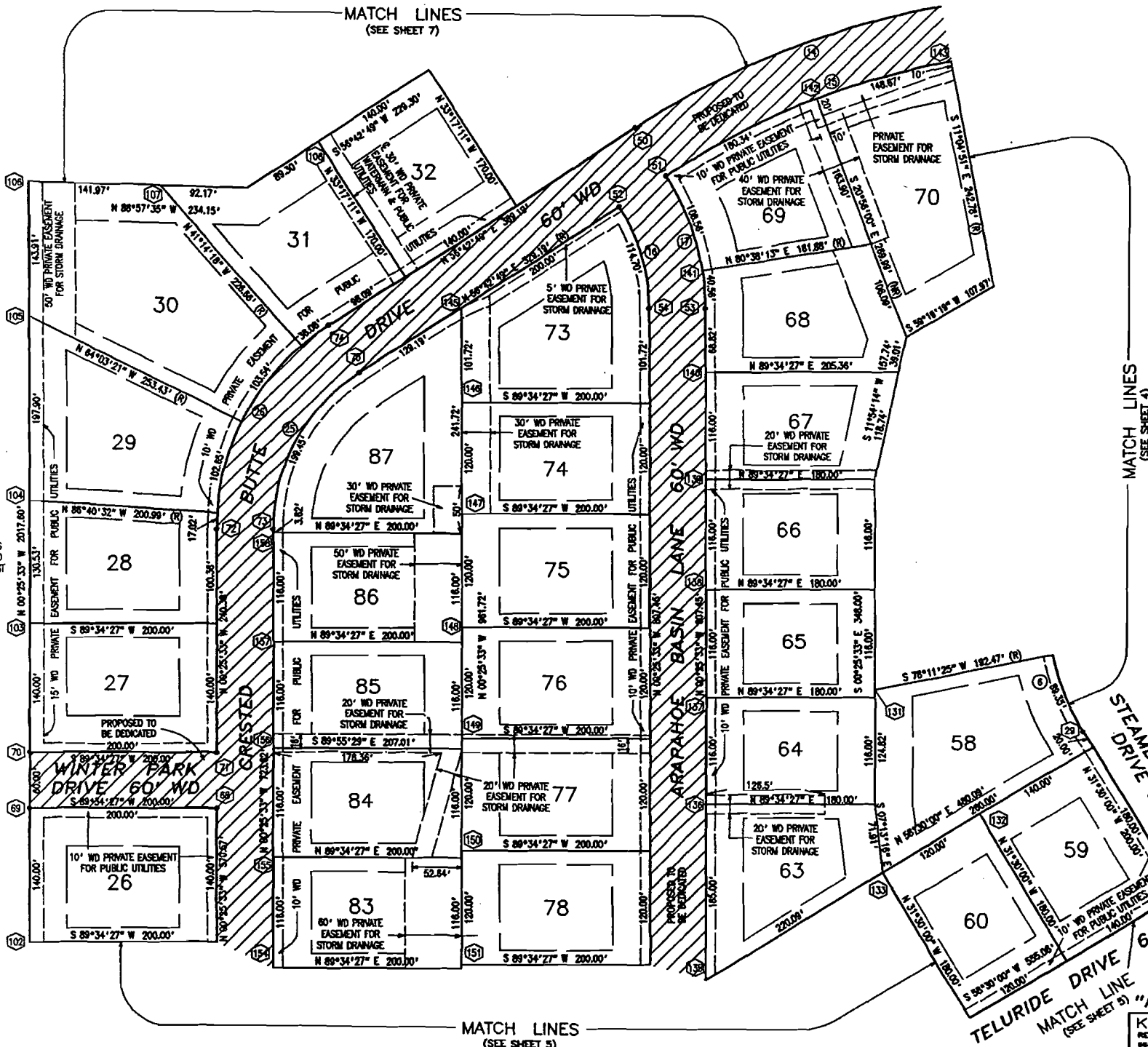
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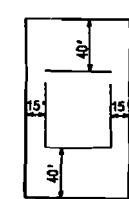
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**SHEET 5**  
**KE 97184**

/data/107/107104/condo 5



- LEGEND**
- GENERAL COMMON ELEMENT
  - LIMITS OF UNIT OWNERSHIP LINE
  - LIMITS OF ROAD EASEMENT
  - BUILDING SETBACK LINE
  - MONUMENT
  - COORDINATE POINT
  - CURVE DATA
  - RADIAL LINE
  - NOT RADIAL LINE



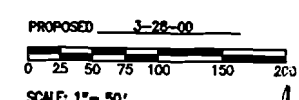
TYPICAL UNIT WITH SETBACK LINES

**NOTES:**

ALL IMPROVEMENTS FOR UNITS AND ROADWAYS "MUST BE BUILT".

SEE SHEET NO. 13 FOR COORDINATE, CURVE AND UNIT AREA INFORMATION.

A BLANKET EASEMENT WILL BE PROVIDED TO THE TOWNSHIP FOR WATERWAYS CONSTRUCTED IN GENERAL COMMON ELEMENTS.



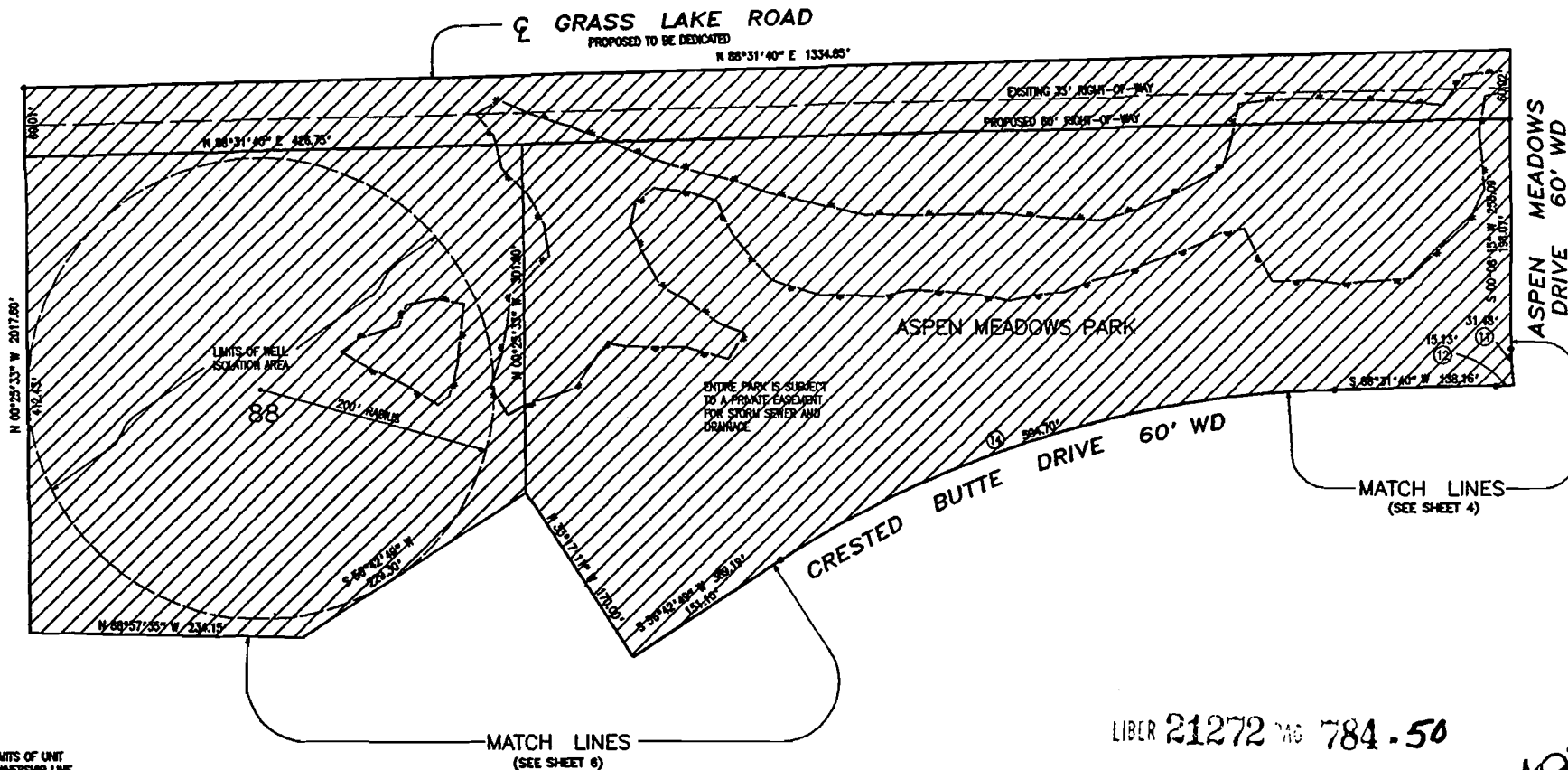
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**PROFESSIONAL SURVEYOR**  
No. 33138  
2000




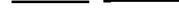





**SITE & UNIT PLAN**  
**"ASPEN MEADOWS SITE CONDOMINIUM"**

<b>KIEFT ENGINEERING, INC.</b> REG. PROF. ENGINEER AND REG. LAND SURVEYOR 8645 SOUTH MAIN STREET, CLARKSTON, MICHIGAN 48348 PHONE (248) 828-8201 FAX (248) 828-7110	<b>SHEET 6</b> <b>KE 97184</b>
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LIBER 21272 784.49



LEGEND

-  GENERAL COMMON ELEMENT
-  LIMITS OF UNIT OWNERSHIP LINE
-  LIMITS OF ROAD EASEMENT
-  BUILDING SETBACK LINE
-  LIMITS OF WETLANDS
-  MONUMENT
-  COORDINATE POINT
-  CURVE DATA
-  RADIAL LINE


NOTES:

ALL IMPROVEMENTS FOR UNITS AND ROADWAYS "MUST BE BUILT".  
 SEE SHEET NO. 13 FOR COORDINATE, CURVE AND UNIT AREA INFORMATION.  
 A BLANKET EASEMENT WILL BE PROVIDED TO THE TOWNSHIP FOR WATERMAINS CONSTRUCTED IN GENERAL COMMON ELEMENTS.

PROPOSED 3-28-00  
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 SCALE: 1"= 50'

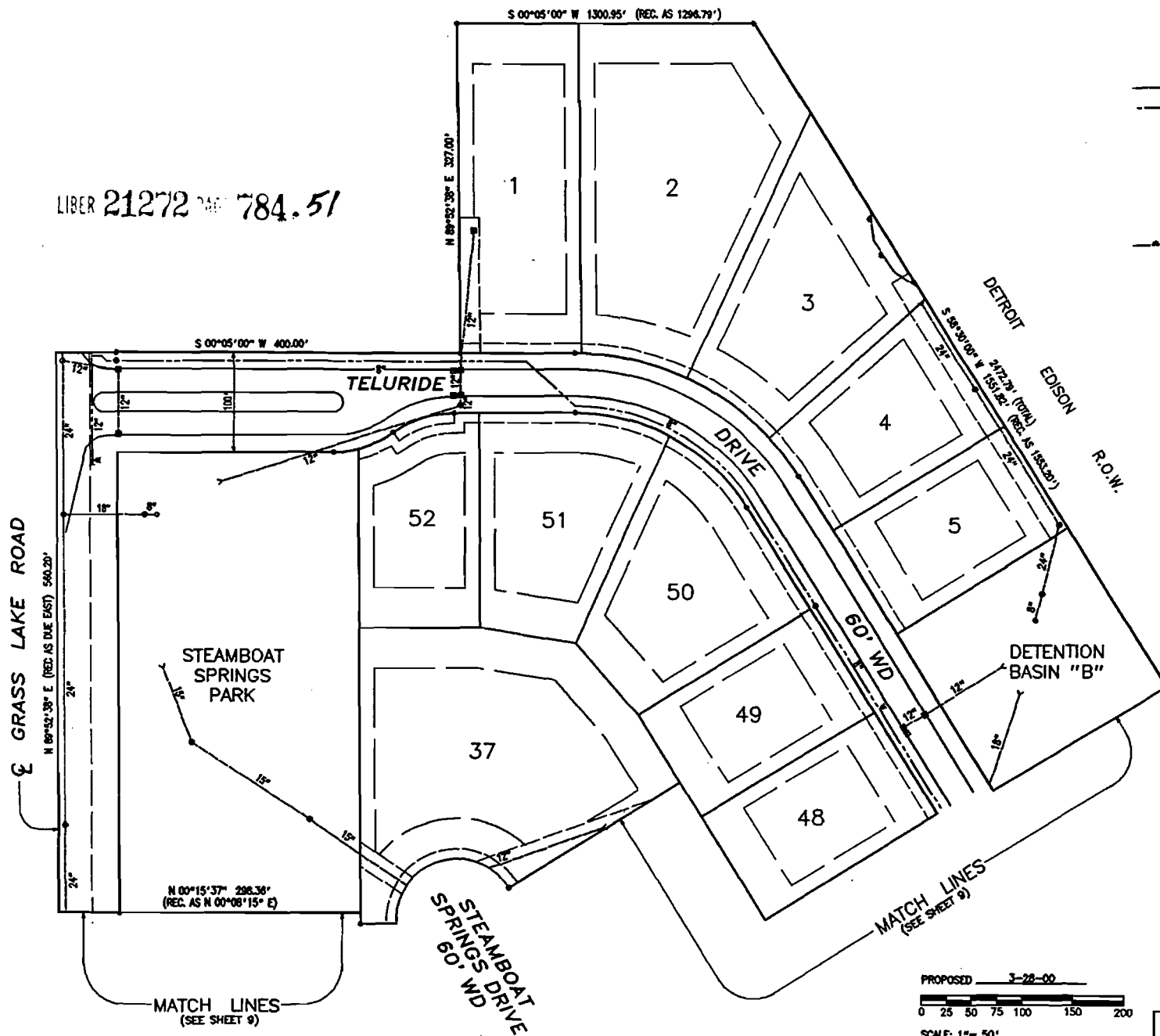
LIBER 21272 PAGES 784-50

<b>SITE &amp; UNIT PLAN</b>	
<b>"ASPEN MEADOWS SITE CONDOMINIUM"</b>	
<b>KIEFT ENGINEERING, INC.</b> REG. PROF. ENGINEER AND REG. LAND SURVEYOR 8483 SOUTH MAIN STREET, CLARKSTON, MICHIGAN 48348 PHONE (248) 828-8281 FAX (248) 828-7110	<b>SHEET 7</b> <b>KE 97184</b>

*Handwritten signature*  




LIBER 21272 PAGE 784.51



# LEGEND

- STORM SEWER
- WATERMAIN
- MANHOLE
- CATCHBASIN / INLET
- GATE VALVE
- HYDRANT
- FL. END SEC.
- STANDPIPE
- EDGE OF WETLANDS

## UTILITY INFORMATION

WATERMAIN AND STORM SEWER LOCATION WAS TAKEN FROM ENGINEERING PLANS PREPARED BY KIEFT ENGINEERING INC.

UNITS WILL BE SERVICE BY DETROIT EDISON - ELECTRIC, AMERITECH - TELEPHONE AND CONSUMERS POWER - GAS.

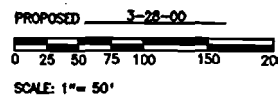
ELECTRIC, TELEPHONE AND GAS LOCATION WAS NOT AVAILABLE AT THIS TIME BUT WILL BE SHOWN ON "AS-BUILT" PLANS.

A BLANKET EASEMENT WILL BE PROVIDED TO THE TOWNSHIP FOR WATERMAINS CONSTRUCTED IN GENERAL COMMON ELEMENTS.

*Handwritten signature*

## UTILITY PLAN

"ASPEN MEADOWS SITE CONDOMINIUM"



KIEFT ENGINEERING, INC.  
REG. PROF. ENGINEER AND REG. LAND SURVEYOR  
8333 SOUTH MAIN STREET, CLARKSTON, MICHIGAN 48348  
PHONE (313) 828-8281 FAX (313) 828-7110

SHEET 8

KE 97/84

LIBER 21272 784.52

MATCH LINES  
(SEE SHEET 8)

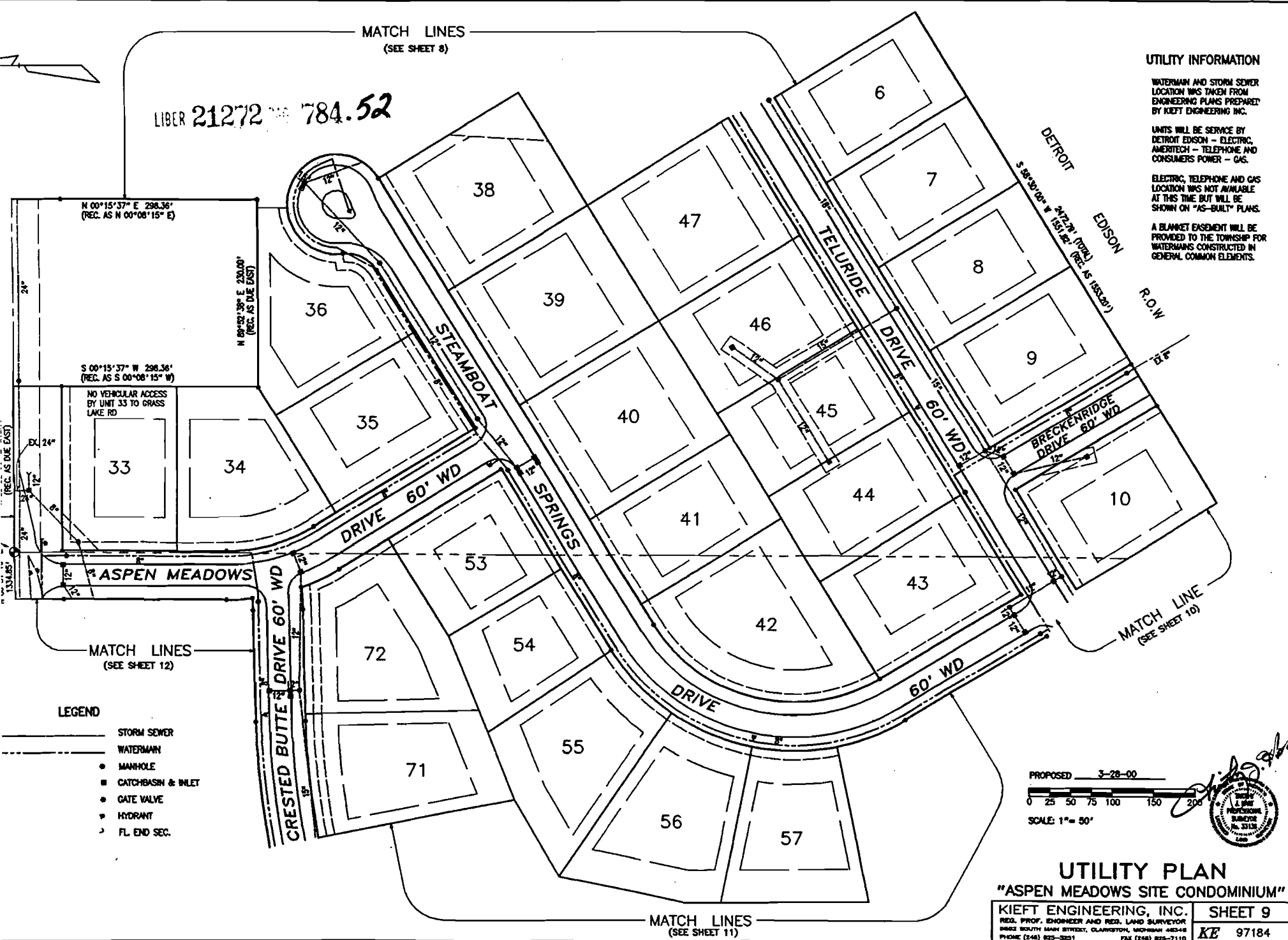
# UTILITY INFORMATION

WATERMAIN AND STORM SEWER  
LOCATION WAS TAKEN FROM  
ENGINEERING PLANS PREPARED  
BY KIEFT ENGINEERING INC.

UNITS WILL BE SERVICE BY  
DETROIT EDISON - ELECTRIC,  
AMERITECH - TELEPHONE AND  
CONSUMERS POWER - GAS.

ELECTRIC, TELEPHONE AND GAS  
LOCATION WAS NOT AVAILABLE  
AT THIS TIME BUT WILL BE  
SHOWN ON "AS-BUILT" PLANS.

A BLANKET EASEMENT WILL BE  
PROVIDED TO THE TOWNSHIP FOR  
WATERMAINS CONSTRUCTED IN  
GENERAL COMMON ELEMENTS.



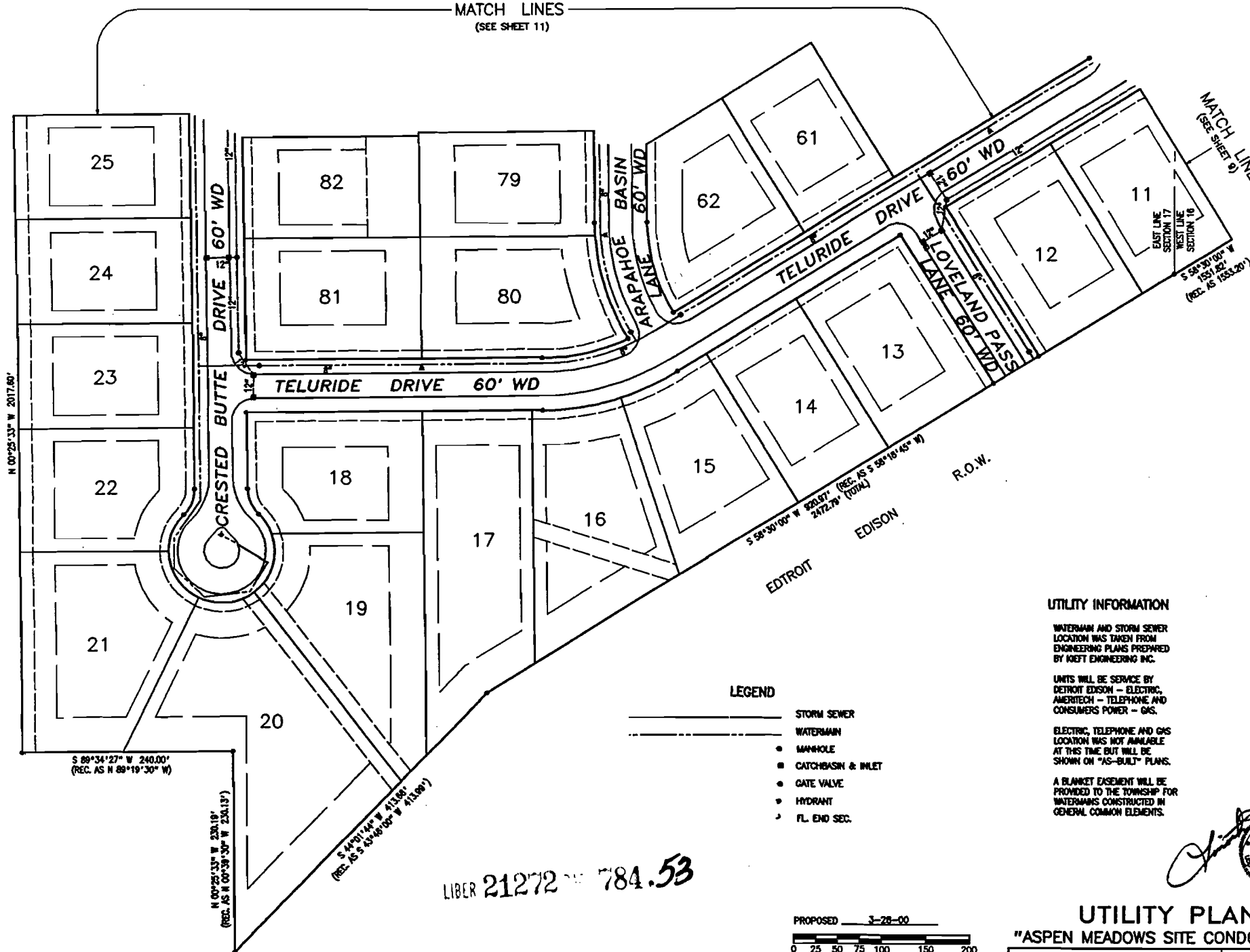
PROPOSED 3-28-00  
0 25 50 75 100 150 200  
SCALE: 1" = 50'



**UTILITY PLAN**  
**"ASPEN MEADOWS SITE CONDOMINIUM"**  
KIEFT ENGINEERING, INC. SHEET 9  
REG. PROF. ENGINEER AND REG. LAND SURVEYOR  
1862 SOUTH MAIN STREET, CLARKSTON, MICHIGAN 48348  
PHONE (248) 825-3251 FAX (248) 825-7110 KE 97184

MATCH LINES  
(SEE SHEET 11)

MATCH LINE  
(SEE SHEET 9)



# LEGEND

- STORM SEWER
- WATERMAIN
- MANHOLE
- CATCHBASIN & INLET
- GATE VALVE
- HYDRANT
- FL. END SEC.

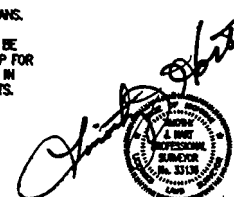
## UTILITY INFORMATION

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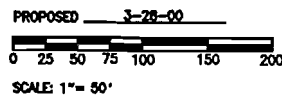
UNITS WILL BE SERVICE BY DETROIT EDISON - ELECTRIC, AMERITECH - TELEPHONE AND CONSUMERS POWER - GAS.

ELECTRIC, TELEPHONE AND GAS LOCATION WAS NOT AVAILABLE AT THIS TIME BUT WILL BE SHOWN ON "AS-BUILT" PLANS.

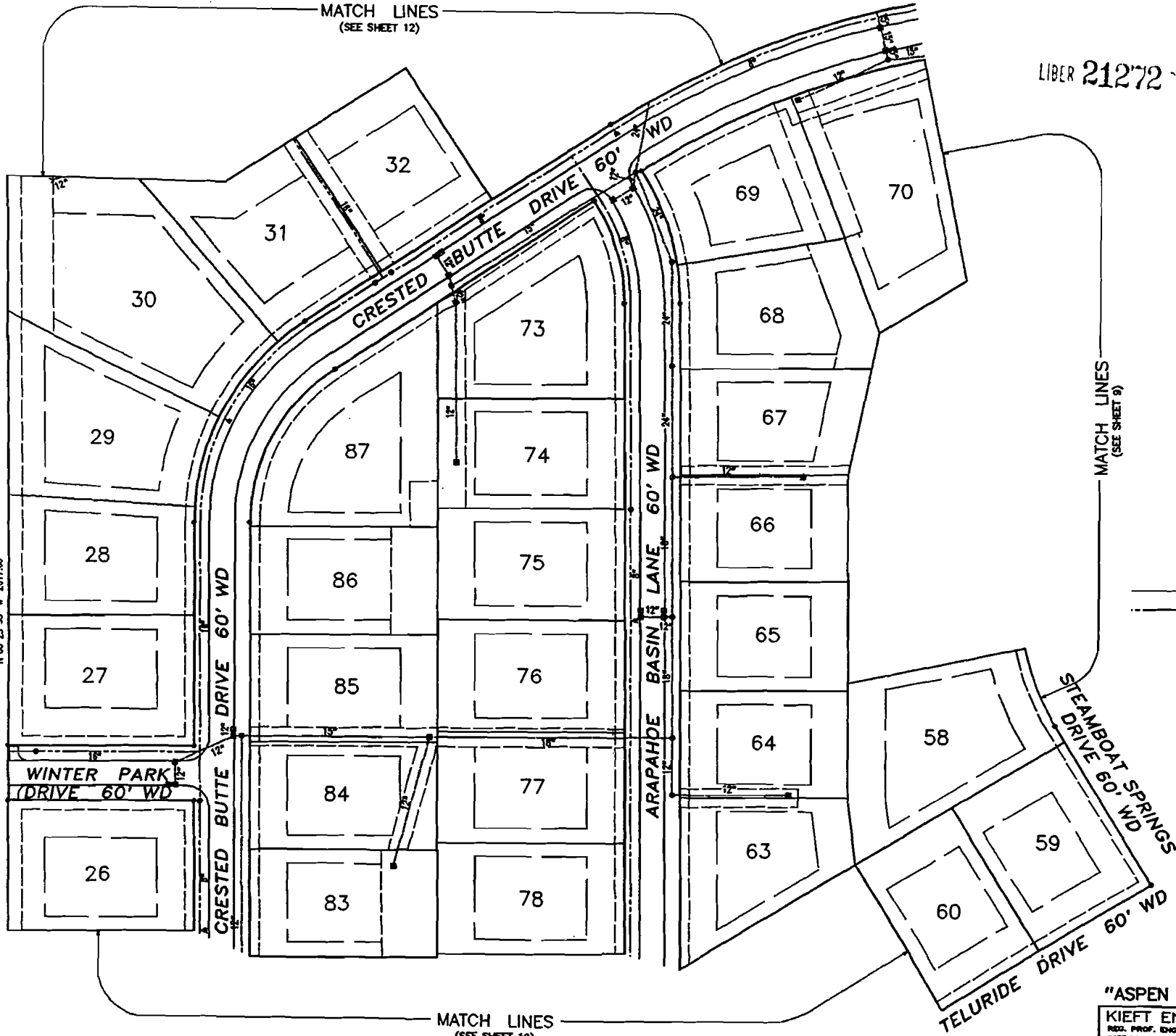
A BLANKET EASEMENT WILL BE PROVIDED TO THE TOWNSHIP FOR WATERMAINS CONSTRUCTED IN GENERAL COMMON ELEMENTS.



**UTILITY PLAN**  
**"ASPEN MEADOWS SITE CONDOMINIUM"**  
**KIEFT ENGINEERING, INC.** **SHEET 10**  
 REG. PROF. ENGINEER AND REG. LAND SURVEYOR  
 3000 SOUTH MAIN STREET, CLARKSTON, MICHIGAN 48348  
 PHONE (248) 828-8251 FAX (248) 828-7110  
**KE 97184**



N 00°25'33" W 2017.60'



LIBER 21272 784.54

UTILITY INFORMATION

WATERMAIN AND STORM SEWER LOCATION WAS TAKEN FROM ENGINEERING PLANS PREPARED BY KIEFT ENGINEERING INC.

UNITS WILL BE SERVICE BY DETROIT EDISON - ELECTRIC, AMERITECH - TELEPHONE AND CONSUMERS POWER - GAS.

ELECTRIC, TELEPHONE AND GAS LOCATION WAS NOT AVAILABLE AT THIS TIME BUT WILL BE SHOWN ON "AS-BUILT" PLANS.

A BLANKET EASEMENT WILL BE PROVIDED TO THE TOWNSHIP FOR WATERMAINS CONSTRUCTED IN GENERAL COMMON ELEMENTS.

LEGEND

- STORM SEWER
- WATERMAIN
- MANHOLE
- CATCHBASIN / INLET
- GATE VALVE
- HYDRANT
- FL. END SEC.

PROPOSED 3-28-00  
0 25 50 75 100 150 200  
SCALE: 1" = 50'

*Handwritten signature*  
KIEFT ENGINEERING, INC.  
REGISTERED PROFESSIONAL ENGINEER  
SURVEYOR  
NO. 33138  
STATE OF MICHIGAN

UTILITY PLAN

"ASPEN MEADOWS SITE CONDOMINIUM"

KIEFT ENGINEERING, INC.  
REG. PROF. ENGINEER AND REG. LAND SURVEYOR  
8483 SOUTH MAIN STREET, CLARKSTON, MICHIGAN 48348  
PHONE (248) 823-8281 FAX (248) 823-7110  
SHEET 11  
KE 97104



CURVE DATA			
CHORD	ARC	L. C. BEARING	L. CHORD
0.00	84.35	S 18°21'08" E	83.25
0.00	84.35	S 18°21'08" E	83.25
0.00	253.91	S 25°17'30" W	195.19
0.00	253.91	S 25°17'30" W	253.75
0.00	314.21	N 13°30'27" E	282.86
0.00	406.46	N 13°30'21" E	387.73
0.00	48.15	S 25°38'28" W	45.56
0.00	257.28	S 84°20'32" E	100.82
0.00	110.44	N 15°40'52" E	109.04
0.00	51.54	N 25°48'18" W	51.43
0.00	31.48	N 03°19'50" W	31.46
0.00	15.13	S 86°21'37" W	15.13
0.00	27.73	S 65°28'21" W	27.72
0.00	504.70	N 72°37'14" E	486.24
0.00	471.38	N 72°37'14" E	485.35
0.00	114.70	S 16°51'22" E	113.14
0.00	149.12	S 16°51'22" E	147.08
0.00	136.36	S 15°47'04" E	137.73
0.00	106.47	S 15°57'46" E	107.14
0.00	102.25	S 77°22'08" W	101.48
0.00	182.70	S 74°02'11" W	180.72
0.00	33.06	S 22°38'31" E	32.21
0.00	33.06	S 22°07'28" W	32.21
0.00	282.85	S 86°34'23" W	84.71
0.00	199.45	N 26°08'38" E	191.29
0.00	259.29	N 26°08'38" E	246.88

COORDINATE			
NO	NORTH	EAST	
1	5000.00	5000.00	
2	5002.12	5992.19	
3	4802.12	5991.81	
4	4802.82	8318.18	
5	4309.20	8318.18	
6	3496.57	4995.04	
7	3017.17	4209.78	
8	2719.75	3822.28	
9	2549.84	3920.57	
10	2548.15	3880.58	
11	4885.70	3885.59	
12	5000.83	5432.00	
13	4840.82	5431.88	
14	4641.81	5882.11	
15	4728.55	5891.80	
16	4688.52	5911.71	
17	4606.49	5931.82	
18	4486.85	5831.45	
19	4488.76	5891.45	
20	4318.82	5835.95	
21	4287.46	5887.30	
22	3814.00	5127.32	
23	3782.85	5078.18	
24	3645.47	5251.82	
25	3612.12	5180.86	
26	3775.88	4849.88	
27	3744.33	4898.80	
28	3846.21	4845.48	
29	3814.86	4784.30	
30	4221.20	4911.42	
31	4272.42	4880.18	
32	4407.28	5100.21	
33	4438.81	5151.37	
34	4558.23	5346.57	
35	4589.28	5386.30	
36	4555.84	5457.18	
37	4803.94	4879.88	
38	4835.28	5030.84	
39	4850.28	4957.27	
40	4709.01	4845.20	
41	4740.42	4941.37	
42	4740.27	5001.37	
43	4838.48	4941.85	
44	4840.00	5001.85	
45	4940.43	5202.12	
46	5000.43	5201.99	
47	4905.89	3886.03	
48	4704.50	4789.89	
49	4644.52	4791.53	
50	4555.88	4314.49	
51	4505.82	4347.42	
52	4472.58	4297.27	
53	4364.78	4360.07	
54	4364.31	4330.07	
55	3557.33	4398.07	
56	3556.88	4336.07	
57	3454.32	4425.34	
58	3424.35	4373.54	
59	3386.38	4429.48	
60	3402.18	4274.51	
61	3342.18	4274.98	
62	3369.85	3837.23	
63	3339.85	3837.88	
64	3252.33	3836.33	
65	3222.67	3850.90	
66	3222.04	3886.20	
67	3251.88	3876.33	
68	3822.44	3874.09	
69	3820.95	3874.09	
70	3880.95	3873.85	
71	3882.44	3873.84	
72	4122.81	3871.88	
73	4123.25	3831.85	
74	4342.08	3889.15	
75	4291.93	4022.08	
76	4482.12	5881.35	
77	4377.72	5888.38	
78	4295.94	5885.44	
79	4233.82	5812.41	
80	4171.12	5710.10	
81	4012.55	5451.32	
82	3848.85	5349.00	
83	3887.15	5248.88	
84	3709.50	4806.79	
85	3846.80	4854.47	
86	3573.85	4735.10	
87	3403.12	4839.80	
88	3371.77	4788.44	
89	3542.30	4883.94	
90	3489.15	4584.57	
91	3408.45	4462.28	
92	3356.84	4384.82	
93	3342.07	4282.87	
94	3341.14	4137.87	
95	3199.86	3885.43	
96	3132.33	3845.49	
97	3125.82	3882.58	
98	3178.15	3878.87	
99	3320.97	3877.81	
100	3440.88	3878.82	
101	3580.88	3878.03	
102	3680.88	3875.13	
103	4020.85	3872.81	
104	4151.47	3871.84	
105	4348.38	3870.17	
106	4483.27	3869.10	
107	4480.88	3811.05	
108	4536.03	3877.85	
109	4800.00	3001.51	
110	4807.91	3047.82	
111	4881.08	3188.89	
112	4702.56	5431.28	
113	4472.04	5320.78	
114	4385.82	5180.07	
115	4299.81	5038.38	
116	4238.91	4837.07	
117	4019.38	4884.83	
118	4082.08	5087.15	
119	4144.78	5189.48	
120	4215.30	5284.57	
121	4301.51	5425.28	
122	4384.21	5527.57	
123	4428.91	5628.88	
124	4486.13	5701.45	
125	4583.17	5718.58	
126	4703.17	5718.78	
127	4470.53	4897.24	
128	4422.88	4777.79	
129	4335.83	4883.88	
130	4138.88	4871.78	
131	3858.11	4573.10	
132	3824.88	4885.38	
133	3781.98	4583.08	
134	3899.28	4480.75	
135	3846.98	4385.41	
136	3831.95	4394.03	
137	3847.95	4383.17	
138	4083.95	4382.31	
139	4179.94	4391.45	
140	4295.94	4380.58	
142	4587.80	4507.52	
143	4628.97	4850.18	
144	4844.74	4799.97	
145	4382.83	4130.08	
146	4281.11	4130.83	
147	4141.12	4131.75	
148	4021.12	4132.82	
149	3901.12	4133.51	
150	3781.13	4134.40	
151	3681.13	4135.29	
152	3541.13	4136.19	
153	3539.85	3836.19	
154	3655.84	3835.33	
155	3771.84	3834.47	
156	3887.84	3833.80	
157	4003.83	3832.74	
158	4119.83	3831.88	
159	4702.07	3201.28	

UNIT NO.	UNIT AREA IN SQ. FT.	UNIT NO.	UNIT AREA IN SQ. FT.
1	39240	45	24000
2	80084	46	27000
3	38074	47	33000
4	28298	48	24000
5	24000	49	24000
6	24000	50	33887
7	24000	51	32250
8	24000	52	24371
9	28000	53	22400
10	28000	54	20871
11	24000	55	30546
12	28000	56	32039
13	28000	57	28475
14	24000	58	32815
15	27283	59	25200
16	34882	60	21800
17	42117	61	21700
18	27410	62	22703
19	35581	63	23683
20	58121	64	20880
21	37771	65	20880
22	27408	66	20880
23	24000	67	22351
24	24000	68	24983
25	24000	69	24419
26	28000	70	32843
27	28000	71	30103
28	24788	72	31855
29	32172	73	31814
30	45200	74	24000
31	28888	75	24000
32	23800	76	24000
33	28019	77	24000
34	28185	78	24000
35	27789	79	24000
36	28843	80	28851
37	83811	81	28000
38	32000	82	23200
39	33000	83	23200
40	33000	84	23700
41	24000	85	23200
42	37416	86	23200
43	28000	87	33589
44	24000	88	187512

PROPOSED 3-28-00

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**COORDINATE, CURVE & AREA INFORMATION**  
**"ASPEN MEADOWS SITE CONDOMINIUM"**  
 KIEFT ENGINEERING, INC.  
 REG. PROF. ENGINEER AND REG. LAND SURVEYOR  
 2882 SOUTH MAIN STREET, CLARINGTON, MICHIGAN 48348  
 PHONE (248) 625-6261 FAX (248) 625-7116  
**SHEET 13**  
**KE 97184**

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