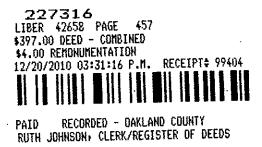


2010 DEC 15 PM 3: 28



CONSOLIDATING MASTER DEED

### RIVER PINES OF FARMINGTON

(Act 59, Public Acts of 1978; as amended)

This Consolidating Master Deed made and executed on this Oday of December. 2010, by River Pines of Farmington Condominium Association, a Michigan nonprofit corporation, whose address is c/o McShane & Associates, Inc., 6230 Orchard Lake Rd., Ste. 200, West Bloomfield, MI 48322 (the "Association") in accordance with the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended) (the "Act"),

### WITNESSETH:

WHEREAS, ITALO-AMERICAN CONDOMINIUM CORPORATION, a Michigan corporation, whose address is 21971 Farmington Road, Farmington Hills, Michigan 48336, was the developer of River Pines of Farmington Condominium, and established the condominium project pursuant to the Master Deed thereof, dated August 31, 1987 as recorded on September 4, 1987 in Liber 10096, Pages 644 through 707, Oakland County Records, as amended by the First Amendment to Master Deed, dated April 28, 1988, as recorded on April 29, 1988 in Liber 10392, Page 130 to 131, Oakland County Records, as amended by the Second Amendment to Master Deed dated July 25, 1988, as recorded on July 26, 1988 in Liber 10513, Pages 892 through 915, Oakland County Records, as amended by the Third Amendment to Master Deed dated February 14, 1989, as recorded on February 17, 1989, in Liber 10795, Pages 754 through 774, Oakland County Records, as amended by the Fourth Amendment to Master Deed dated July 31, 1989, as recorded on August 15, 1989, in Liber 11022, Pages 190 through 215, Oakland County Records, as amended by the Fifth Amendment to Master Deed dated March 19, 1990, as recorded on April 5, 1990, in Liber 11323, Pages 22 through 42, Oakland County Records, as amended by the Sixth Amendment to Master Deed dated October 11, 1990, as recorded on October 29, 1990 in Liber 11613, Pages 814 through 841, Oakland County Records, as amended by the Seventh Amendment to Master Deed dated January 23, 1991, as recorded on January 25, 1991 in Liber 11719, pages 115 through 127, Oakland County Records, as amended by the Eighth Amendment to Master Deed dated May 15, 1991, as recorded on May 23, 1991 in Liber 11878, Pages 317 through 329, Oakland County Records, as amended by the Ninth Amendment to Master Deed dated June 18, 1991, as recorded on July 8, 1991 in Liber 11956, Pages 34 through 52, Oakland County Records, as amended by the Tenth Amendment to Master Deed dated January 7, 1992, as recorded on January 16, 1992 in Liber 12296, Pages 580 through 604, Oakland County Records, as amended by the Eleventh Amendment to Master Deed dated March 18, 1992, as recorded on May 29, 1992 in Liber 12647, Pages 118 through 140, Oakland County Records, as amended by the Twelfth Amendment to Master Deed dated October 1, 1992, as recorded on October 7, 1992 in Liber 12974, Pages 643 through 677, Oakland County Records, as amended by the Thirteenth Amendment to Master Deed dated June 16, 1993, as recorded on

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June 23, 1993, in Liber 13703, Pages 467 through 489, Oakland County Records, as amended by the Fourteenth Amendment to Master Deed, dated September 2, 1993, as recorded on September 3, 1993 in Liber 13931, Pages 3 through 40, Oakland County Records, as amended by the Fifteenth Amendment to Master Deed dated March 2, 1994, as recorded on March 18, 1994 in Liber 14536, Pages 234 through 237, Oakland County Records, as amended by the Sixteenth Amendment to Master Deed, dated July 1, 1994, as recorded on July 7, 1994 in Liber 14812, Pages 416 through 462, Oakland County Records, as amended by the Seventeenth Amendment to Master Deed, dated August 17, 1994, as recorded on August 22, 1994 in Liber 14925, Pages 596 through 600, Oakland County Records, as amended by the Eighteenth Amendment to Master Deed, dated October 18, 1995, as recorded on October 31, 1995 in Liber 15785, Pages 160 through 215, Oakland County Records, as amended by the Nineteenth Amendment to Master Deed, recorded on November 21, 1995 in Liber 15832, Pages 707 and 708, Oakland County Records, as amended by the Twentieth Amendment to Master Deed, recorded on October 25, 1996 in Liber 16715, Pages 522 through 561, Oakland County Records, as amended by the Twenty-First Amendment to Master Deed, recorded on October 22, 1997 in Liber 17708, Pages 713 through 752, Oakland County Records, as amended by the Twenty-Second Amendment to Master Deed, recorded on May 12, 1999 in Liber 19962, Pages 426 et seq., , as amended by the Twenty-Third Amendment to Master Deed, recorded on April 3, 2007 in Liber 38954, Pages 181 et seq., and being known as Oakland County Condominium Subdivision Plan No. 508 (collectively, the "Master Deed"); and,

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

NOW, THEREFORE, the Association does, upon the recording hereof, establish River Pines of Farmington Condominium as a condominium project under the Act and declares that River Pines of Farmington Condominium (the "Condominium", "Project" or the "Condominium Project"), shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits A and B hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the said real property, their grantees, successors, heirs, executors, administrators 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 River Pines of Farmington Condominium, Oakland County Condominium Subdivision Plan No. 508. The architectural plans and specifications for the Project were approved by the City of Farmington Hills, Michigan. The Condominium Project is established in accordance with the Act. The buildings contained in the Condominium, including the number, boundaries, dimensions and area of each Unit are set forth completely in the Condominium Subdivision Plan attached as Exhibit B. Each building contains individual Units to be used for residential purposes and each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his/her Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project as are designated by this Consolidating Master Deed.

#### **ARTICLE II**

#### LEGAL DESCRIPTION

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

PART OF THE NORTHWEST ¼ OF SECTION 33 AND ALSO PART OF THE NORTHEAST ¼ OF SECTION 32, T. 1 N., R. 9 E., CITY OF FARMINGTON HILLS, OAKLAND COUNTY, MICHIGAN DESCRIBED AS:

BEGINNING AT A POINT DISTANT S. 00°09'24" E. MEASURED (S. 00°10'04" E. RECORD) 60.00 FEET ALONG THE WEST LINE OF SAID SECTION 33 AND EAST LINE OF SAID SECTION 32 FROM THE NORTHWEST CORNER OF SAID SECTION 33: THENCE FROM SAID POINT OF BEGINNING N. 89°53'50" E. 362.67 FEET ALONG THE SOUTH 60 FOOT RIGHT-OF-WAY LINE OF NINE MILE ROAD; THENCE S. 00°10'04" E. 540.00 FEET; THENCE N. 89°53'50" E. 197.85 FEET; THENCE N. 00°10'04" W. 540.00 FEET; THENCE CONTINUING ALONG SAID SOUTH 60 FOOT RIGHT-OF-WAY LINE N. 89°53'50" E. 701.44 FEET; THENCE S. 00°03'30" E. 1260.37 FEET; THENCE N. 89°51'11" E. 923.62 FEET; THENCE S. 00°06'05" E. 576.32 FEET; THENCE THE FOLLOWING FOUR (4) COURSES ALONG THE NORTHERLY LINE OF "FENDT'S HILLDALE SUBDIVISION" AS RECORDED IN LIBER 62, PAGE 42, OAKLAND COUNTY RECORDS S. 74°58'54" W. 45.15 FEET AND N. 70°05'26" W. 250.00 FEET AND S. 19°55'41" W. 271.11 FEET AND S. 89°56'14" W. 1811.31 FEET MEASURED (1810.90 FEET RECORD); THENCE ALONG SAID COMMON LINES OF SECTIONS 32 AND 33 AND, IN PART THE FOLLOWING TWO (2) COURSES ALONG THE EAST AND NORTH LINES OF "GREEN HILL COMMONS NO. 3" AS RECORDED IN LIBER 157, PAGES 27 AND 28, OAKLAND COUNTY RECORDS N. 00°09'24" W. MEASURED, (N. 00°10'04" W. RECORD) 747.88 FEET AND N. 89°48'53" W. 874.28 FEET MEASURED (874.54 FEET RECORD); THENCE ALONG THE EAST LINE OF "GREEN HILL PINES", OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 1230 N. 00°10'01" W. 1002.79 FEET; THENCE S. 89°49'38" E. 205.00 FEET; THENCE N. 50°22'47" E. 254.49 FEET;

### LIBER 42658 PG460

THENCE N. 00°10'00" W. 100.75 FEET MEASURED (100.87 FEET RECORD); THENCE S. 89°56'55" E. 473.01 FEET ALONG SAID SOUTH 60-FOOT RIGHT-OF-WAY LINE OF NINE MILE ROAD TO THE POINT OF BEGINNING CONTAINING 93.69 ACRES MORE OR LESS, BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, TOGETHER WITH A PERMANENT RIGHT-OF-WAY EASEMENT RESERVED IN AN INSTRUMENT RECORDED IN LIBER 9123, PAGE 519, OAKLAND COUNTY RECORDS.

#### ARTICLE III

#### **DEFINITIONS**

Certain terms are utilized in this Consolidating Master Deed and Exhibits A and B hereto, and are, or may be, used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation, Condominium Bylaws and Rules and Regulations of the River Pines of Farmington Condominium Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in River Pines of Farmington Condominium as a condominium. Wherever used in such documents or in any other pertinent instruments, the terms set forth below shall be defined as follows:

- 3.01 Act. The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.
- 3.02 Association. "Association" means River Pines of Farmington Condominium Association, the non-profit corporation organized under Michigan law, of which all Co-owners of the condominium shall be members, which corporation shall administer, operate, manage and maintain the Condominium. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.
- 3.03 Association Bylaws. "Association Bylaws" means the Condominium Bylaws of the River Pines of Farmington Condominium Association, the Michigan non-profit corporation organized to manage, maintain and administer the Condominium.
- 3.04 Common Elements. "Common Elements" where used without modification, means both the General Common Elements and Limited Common Elements described in Article IV hereof.
- 3.05 Condominium Bylaws. "Condominium Bylaws" means Exhibit A hereto, being the Bylaws providing for the administration of the Association and setting forth the substantive rights and obligations of the Co-owners and required by Section 53 of the Act to be recorded as part of the Master Deed.

- 3.06 Condominium Documents. "Condominium Documents" means this Consolidating Master Deed and Exhibits A and B hereto, the Articles of Incorporation of the Association, the Condominium Bylaws and the Rules and Regulations of the Association.
- 3.07 Condominium Premises. "Condominium Premises" means the land and the buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging to River Pines of Farmington Condominium as described above.
- **3.08 Condominium Subdivision Plan.** "Condominium Subdivision Plan" means Exhibit B hereto.
- 3.09 Consolidating Master Deed. "Consolidating Master Deed" means this final amended Master Deed which describes River Pines of Farmington Condominium as a completed Condominium Project. The Consolidating Master Deed reflects the Convertible Areas (as defined herein) which have been converted from time to time to increase the size of Condominium Units or to create new General or Limited Common Elements under Article IV and the final Condominium Premises adjusted for land added to or removed from the Condominium from time to time. This Consolidating Master Deed shall also express percentages of value pertinent to each Unit as finally readjusted. This Consolidating Master Deed, when recorded in the Office of the Oakland County Register of Deeds, shall supersede the previously recorded Master Deed and all amendments thereto for River Pines of Farmington Condominium.
- **3.10 Co-owner.** "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who own one or more Unites in the Condominium Project. The term "Owner" wherever used, shall be synonymous with the term "Co-owner."
- 3.11 Developer. "Developer" means Italo-American Condominium Corporation, a Michigan corporation, which made and executed the Master Deed, and its successors and assigns.
- 3.12 Limited Common Elements. "Limited Common Elements" means the common elements which are reserved for the use of a certain unit to the exclusion of all other units described in this Master Deed.
- 3.13 Telecommunications System. "Telecommunications System" means a system for videotext, broad band cable, satellite dish, earth antenna and similar telecommunication services.
- 3.14 Unit. "Unit" means the enclosed space constituting a single complete residential unit in River Pines of Farmington Condominium, as described on Exhibit B, and shall have the same meaning as the term "Condominium Unit" as definite in the Act.

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

#### ARTICLE IV

#### **COMMON ELEMENTS**

The Common Elements of the Project described below and in Exhibit B and the respective responsibilities for maintenance, decoration, repair or replacement thereof are as follows:

- **4.01** General Common Elements. The Common Elements described below are General Common Elements:
- (a) Land. The land described in Article II, including landscaping, roads, sidewalks and parking spaces not identified as Limited Common Elements.
- (b) Retention Ponds. The retention ponds and the well constructed to maintain the water level of the retention ponds for irrigation.
- (c) Electrical Fixtures. The electrical fixtures, plugs, switches, fuse or circuit breaker boxes or electrical control panels, and any other similar item connected to the electrical wiring network, located outside the boundaries of a Unit and serving the General Common Elements and the related electrical wiring network.
- (d) Street Lighting. Street lighting and other lighting serving the General Common Elements throughout the Project.
- (e) Water. The water meters not attached to any Unit and the water services throughout the Project, including those contained within Units, floors, or up to the point of connection with the water meter for any Unit.
- (f) Plumbing Fixtures. All plumbing fixtures located outside the boundaries of a Unit.
- (g) Sanitary Sewer. The sanitary sewer system throughout the Project, from the main line tap, up to the point of entry to the Unit it serves.
  - (h) Storm Sewer. The storm drainage system throughout the Project.
- (i) Irrigation. The irrigation system throughout the Project, including the well, water lines, valves, sprinkler heads, pumps and electrical equipment.

- (j) Mailbox Stands. Any mailbox stands containing mailboxes throughout the Project.
- (k) Structural Elements. The foundations, supporting columns, beams, perimeter walls (including windows, door walls, doors and garage doors), roofs, ceilings, floor construction, chimneys and other structural components of units.
- (I) Other. All other elements of the Project not herein designated as Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or necessary to the existence, upkeep and safety of the Project.

Some or all of the utility lines (including mains and services leads of the sanitary sewer, storm sewer, water system, electrical system gas system, telephone system and cable television system) and equipment 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 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.

- **4.02** Limited Common Elements. The Common Elements described below are Limited Common Elements and are assigned as follows:
- (a) Electrical. The electrical wiring network contained within Units or Unit walls, floors or ceilings or located in any other portion of the Common Elements from the electrical meter for the Unit up to the point of connection with electrical fixtures, plugs and switches within or outside of the Unit, which is assigned to the Unit which it services.
- (b) Electrical Fixtures. All electrical fixtures, plugs, switches, fuse or circuit breaker boxes, or electrical control panels, and any other similar item connected to the electrical system as assigned to a Unit located outside the boundaries of a Unit, which are assigned to the Unit which they service.
- (c) Outdoor Lighting. Outdoor lighting located on or serving any patio, porch, courtyard or entryway.
- (d) Telephone. The telephone wiring network contained within Unit walls or located in any other portion of the Common Elements or a Unit from the network interface device to the point of connection with telephone equipment within the Unit, which is assigned to the Unit which it services.
- (e) Gas. The gas line network contained within Units or Unit walls, floors or ceilings, or located in any other portion of the Common Elements from the gas meter for the Unit up to the point of connection with the gas fixtures within or outside of the Unit, which is assigned to the Unit which is services.

- (f) Gas Fixtures. The gas fixtures connected to the gas line network after the point of connection to the gas meter which is located outside of the boundaries of a Unit, which are assigned to the Unit which they serve.
- (g) Ductwork. Heating and cooling ducts in any Unit walls, floor or ceilings, and any vents attached to such ducts, which are assigned to the Unit which they serve. Furnace exhaust vent, ducts and pipes from the furnace to the point of termination outside the Unit.
- (h) Water. The water distribution system contained within Units or Unit walls, floor or ceiling or located in any other portion of the Common Elements from the water meter for the Unit up to the point of connection with plumbing fixtures within or outside the Unit, which is assigned to the Unit which it services.
- (i) Plumbing Fixtures. All plumbing fixtures other that the irrigation system located outside the boundaries of a Unit and connected to the water distribution system which serves the Unit, which are assigned to the Unit which they serve.
- (j) Sanitary Sewer. The sanitary sewer system contained within Units or Unit walls or floors or located in any other portion of the Common Elements from the first point of entry into the Unit, which is assigned to the Unit it serves.
- (k) Porch. Each porch in the Project which is assigned to the Unit which opens onto such porch as shown on Exhibit B.
- (20') from the exterior of the rear wall of the Unit. The area at the front of the Unit which extends ten feet (10') from the exterior wall of the front of the building. Also, the area at the side of a Unit where the entrance door is at the side of the Unit which extends fifteen feet (15') from the exterior of the side wall of the Unit. Each deck in the above defined Limited Common Element areas is an appurtenance to and limited in use to the Co-owner of such a Unit as shown in Exhibit B ("the Deck/Patio Area"). The Co-owner of such Unit shall have the right, after first receiving written approval from the Board of Directors of the plans and specifications for such improvements, to construct a deck or patio within the Deck/Patio Area, which shall be limited in use to the Co-owner of such Unit.

All future reconstruction or alterations to deck or patio structures in the limited common elements described above require written approval from the association of the plans and specifications for any reconstruction, changes or improvements.

- (m) Privacy Walls. Privacy walls behind or between each deck in the Project, where such is constructed and attached to the Unit deck that it serves.
- (n) Courtyard. The space within each area designated as a courtyard in the Project, which is assigned to the Unit which opens into such a courtyard as shown on Exhibit B.

- (o) Air-Conditioner. Each air-conditioner compressor in the Project and the pad on which it is located, where such is installed, which is assigned to the Unit which such air-conditioner compressor services.
- (p) Garage. The garage space and the interior surfaces of the ceilings, floors and perimeter walls contained in each garage in the Project, which is assigned to the Unit to which it is connected as shown on Exhibit B.
- (q) Garage Door Opener. Each garage door opener, where such is installed, which is assigned to the Unit to which the garage is appurtenant.
- (r) Driveway. The driveway adjacent to each garage, which is assigned to the Unit to which the garage is appurtenant as shown in Exhibit B.
- (s) Master Antenna. Each television antenna system, in any, including the wiring contained within Unit walls up to the point of connection with television equipment within any Unit, which is assigned to the Units which it services.
- (t) Fireplace. Each fireplace combustion chamber, where such is constructed, which is assigned to the Unit into which it opens, as shown in Exhibit B.
- (u) Mailboxes. Each mailbox in the mailbox stand, which is assigned to the Unit which it serves.
- (v) Optional Landscaping. Any trees, shrubbery or plants and other landscaping installed on the common elements by the Co-owner or by the Developer at the Co-owner's request, which shall be assigned to the Unit of the Co-owner who installed or requested the installation of the trees, shrubbery, plants or other landscaping.
- (w) Interior Surfaces. The interior surfaces of ceilings, floors and perimeter walls contained within a Unit, which are assigned to the Unit of which they are a part.
- (x) Skylights. Each skylight which lights a Unit from the roof of the Unit in a building in which the Unit is located shall be the responsibility of that Unit's Co-owner. The Co-owner of the Unit is responsible for all maintenance, repair and replacement related to the skylight installation. This includes leak repairs, leak damage and repair to the structure, paint repairs and any additional costs encountered at the time of roof replacement by the Association.

The Limited Common Elements may be reassigned pursuant to the provisions of the Act.

- **4.03** Responsibilities for Maintenance, Etc. The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows:
  - (a) Limited Common Elements

- (i) Co-owner. The responsibility for and costs of maintenance, decoration, repair and replacement of the Limited Common Elements described in Article IV, Section 4.02 (a), (b), (c), (d), (e), (f), (g), (h), (i), (j), (l), (m), (n), (o), (p), (q), (t), (v) and (w) shall be borne by the Co-owner of the Unit to which they are assigned.
- (ii) Co-owners. The responsibility for and costs of maintenance, decoration, repair and replacement of the Limited Common Elements described in Article IV, Section 4.02 (s) shall be borne pro-rata by the Co-owners of the Units benefiting from such Limited Common Element.
- (iii) Ass ociation. The responsibility for and costs of maintenance, decoration, repair and replacement of all Limited Common Elements described in Article IV, Section 4.02 (k), (r) and (u) shall be borne by the Association and shall be an expense of administration of the Condominium Project.

### (b) General Common Elements

The responsibility for and costs of maintenance, decoration, repair and replacement of all General Common Elements shall be borne by the Association and shall be an expense of administration of the Condominium Project.

- (c) Windows and Drywall. Notwithstanding the responsibilities described in Article IV, Section 4.03 (b) above, the Co-owner of the Unit shall be responsible for and bear the cost of the replacement of any window in the Unit broken from the inside of the Unit and the repair or replacement of any drywall damaged from the inside of the Unit. The association shall be responsible for and bear the cost of replacing any other broken window or damaged drywall.
- (d) Damage by Co-owner, Guest, Etc. Each Co-owner shall be responsible for damages to the Project or costs to the Association resulting from damage to, or misuse of, any of the Common Elements by the Co-owner, or his family, guests, agents, invitees or tenants or the family, guests, agents or invitees of his tenants.
- (e) Use of Common Elements. No Co-owner shall use his Unit or the Common Elements 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.
- (f) Failure of Co-owner to Maintain. In the event a Co-owner shall not maintain, decorate, repair or replace those Common Elements for which the Co-owner is responsible as described above, the Association may maintain, decorate, repair or replace the same and charge the cost of any such maintenance, decoration, repair or replacement to that Co-owner by adding such cost to the monthly assessment of the Co-owner.

### ARTICLE V

### UNIT DESCRIPTION AND PERCENTAGE OF VALUE

- 5.01 Description of Units. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of River Pines of Farmington Condominium as surveyed by Zeimet-Wozniak & Associates, Inc., Registered Land Surveyor, which is attached hereto as Exhibit B. Each Unit shall include: (1) with respect to each Unit basement, all that space contained within the unpainted surfaces of the basement floor and walls and the uncovered underside of the first-floor joists, and (2) with respect to upper floors of Units, all that space contained within the interior unpainted walls and ceilings and from the plywood subfloor all as shown on the floor plans and sections in Exhibit B and delineated with heavy outlines. The dimensions shown on basement and foundation plans in Exhibit B have been physically measured by Zeimet-Wozniak & Associates, Inc. In the event that the dimensions on the measured foundation plan of any specific Unit differ from the dimensions on the typical foundation plan for such Unit shown in Exhibit B, then the typical upper-floor plans for such Unit shall be deemed to be automatically changed for such specific Unit in the same manner and to the same extent as the measured foundation plan.
- 5.02 Percentage of Value and Voting Rights. The percentage of value assigned to each Unit shall be determined based on the relative size of each floor of a Unit and one-half the size of each basement of a Unit, excluding variations in area due to wall thickness. The determination of the size of the second floor of each Unit shall be exclusive of the area of any optional loft or bedroom. Further, the size of the Unit for the purposes of determining percentage of value shall be increased by ten (10%) percent for any detached Unit and by ten (10%) percent for any Unit which has a walkout basement. The percentage of value assigned to each Unit is set forth below. The percentage of value assigned to each Unit shall be determinative of the proportionate share of each respective Co-owner in the proceeds and expenses of administration and the value of such Co-owner's vote at meetings of the Association of Co-owners. The total value of the Project is one hundred (100%) percent. Each Unit number as it appears on the Condominium Subdivision Plan and the percentage of value assigned to each Unit is as follows:

Unit Number	Percentage of Value
1	.301
2	.268
3	.268
4	.295

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6	!	.328
7		.292
8		.322
9		.301
10		.268
11		.268
12		.295
13		.273
14		.244
15		.244
16		.268
17		.273
18		.244
19		.244
20		.268
21		.300
22		.244
23		.244
24		.273
25		.300
26		.244
27		.244
28		.273
29		.301

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30	<b>.</b>		.268
31		~	.268
32			.295
33			.301
34			.268
35			.268
36			.331
37			.273
38			.244
39			.244
40			.268
41			.273
42			.244
43			.244
44			.268
45			.328
46			.322
47			.328
48			.328
49			.322
50			.292
51			.328
52			.328
53			.328
54			.322

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56			.268
57			.268
58			.244
59			.301
60		1	.273
61			.244
62			.268
63			.295
64			.273
65			.244
66			.244
67			.268
68			.361
69			.268
70			.301
71			.268
72			.268
73			.301
74			.273
75			.244
76			.244
77			.273
78			.273
79			.244

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81			.273
82			.273
83			.244
84			.244
85			.273
86			.328
87			.301
88			.301
89			.268
90			.268
91	v		.301
92			.292
93			.268
94		<u>-</u>	.357
95			.307
96			.322
97			.297
98			.257
99			.257
100			.297
101			.357
102			.327
103			.283
104			.283

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105	1.1 	.327
106		.297
107		.256
108		.256
109		.297
110		.322
111		.297
112		.257
113		.257
114		.297
115		.297
116		.257
117		.257
118		.297
119		.276
120		.283
121		.357
122		.395
123		.281
124		.281
125		.327
126		.395
127		.283
128		.276
129		.276 -

130	1, 1		.297
131			.256
132			.247
133			.251
134			.329
135			.257
136			.257
137			.297
138			.297
139			.256
140			.247
141			.297
142			.403
143			.307
144			.307
145			.307
146			.292
147			.297
148			.256
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#### ARTICLE VI

#### **EASEMENTS**

- 6.01 Easements for Maintenance of Encroachments, Access and Support. In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements for the benefit of the Co-owners 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 the benefit of the Co-owners and the Association to, through and over those portions of the land, structures, buildings, improvements, floors and walls (including interior Unit walls) contained therein for the continuing maintenance, repair and replacement of all utilities and related fixtures, including water, sanitary sewer, gas, electricity and telephone and all Common Elements in the Condominium. There shall exist easements of support with respect to any Unit interior wall which supports a Common Element.
- 6.02 Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium.
- 6.03 Easements for Maintenance, Repair, and Replacement. The Association and all public or private utilities shall have such easements as may be necessary over the Condominium Premises, including all Units and Common Elements to fulfill any responsibilities of maintenance, repair, decoration or replacements which they or any of them are required or permitted to perform under the Condominium Documents. These easements include, without any implication of limitation, the right of the Association to obtain access to water meters, sprinkler controls and valves, and any other Common Elements located within any Unit or its appurtenant Limited Common Elements, during reasonable hours and upon reasonable notice to the Co-owner.
- 6.04 Dedication of Certain Easements. The Developer reserved the right to grant easements over, under and across the Condominium Premises for streets and utilities and to dedicate rights-of-way and utilities to the public, appropriate governmental agencies or public utility companies and to transfer title of utilities to state, county or local governments for such consideration as the Developer determined in its sole discretion. Any such dedication, easement or transfer of title may be made by the Association without the consent of any Co-owner,

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mortgagee or other person and shall be evidenced by an appropriate amendment to this Consolidating Master Deed and to Exhibit B hereto, recorded in the Oakland County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Consolidating Master Deed to effectuate the foregoing grant of easements or dedication. Any improvements made by a Co-owner within his/her Unit shall be covered by easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, if paid to the Association, shall be receipts affecting the administration of the Condominium Project within the meaning of he Act and shall be paid over to and shall be the property of the Association.

#### **ARTICLE VII**

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#### **AMENDMENTS**

- 7.01 Amendments by Association. Amendments to this Consolidated Master Deed may be made and recorded by the Association without the consent of the Co-owners or mortgagees if the amendment does not materially alter or change the rights of a Co-owner or mortgagee. All other amendments made by the Association must be approved by affirmative vote of two thirds of the eligible Co-owners.
- 7.02 Amendments Requiring Two-Thirds (2/3) Approval. Except as otherwise provided herein, this Consolidating Master Deed, the Condominium Bylaws and the Condominium Subdivision Plan may be amended, by the Association, even if the amendment will materially alter or change the rights of the Co-owners or mortgagees, with the consent of not less than two-thirds (2/3) of the votes of the eligible Co-owners and mortgagees A mortgagee shall have one (1) vote for each mortgage held.

RIVER PINES OF FARMINGTON CONDOMINIUM ASSOCIATION, a Michigan nonprofit corporation

EDWARD LEEEVER Presi

STATE OF MICHIGAN ) ss. COUNTY OF OAKLAND)

Lindsäy Davis,

Notary Public, Wayne: County, Michigan

My Commission Expires: 8-4-12

Acting in Wayne County

Drafted by and when recorded Return to: Gregory J. Fioritto (P61893) Alexander, Zelmanski, Danner & Fioritto, PLLC 44670 Ann Arbor Rd., Ste. 170 Plymouth, MI 48170 734-459-0062

# RIVER PINES OF FARMINGTON CONDOMINIUM CONDOMINIUM BYLAWS

#### EXHIBIT "A" TO THE CONSOLIDATING MASTER DEED

### **ARTICLE I**

### ASSOCIATION OF CO-OWNERS

Section 1. River Pines of Farmington Condominium, a residential Condominium located in the City of Farmington Hills, County of Oakland, State of Michigan, hereinafter the "Condominium", shall be administered by a nonprofit Association of Co-owners, River Pines of Farmington, which shall be a nonprofit 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 in accordance with the Consolidating Master Deed, these Bylaws, the Articles of Incorporation, the duly adopted rules and regulations of the Association, and the laws of the State of Michigan.

These Bylaws shall constitute the Bylaws referred to in the Consolidating Master Deed and required by Section 3 (8) of Act No. 59 of the Michigan Public Acts of 1978, as amended (hereinafter the "Act") and the Michigan Nonprofit Corporation Act.

Section 2. Each Co-owner shall be a member of the Association 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 the Co-owner's Unit in the Condominium.

A Co-owner selling a Unit shall not be entitled to any refund whatsoever from the Association with respect to any reserve or other asset of the Association. The Association shall keep current copies of the Consolidating Master Deed, all amendments to the Consolidating Master Deed and other Condominium Documents for the Condominium available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Condominium. All Co-owners in the Condominium 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 pursuant to the Condominium Documents and the Act, shall be levied by the Association against the Units and the Coowners thereof in accordance with the following provisions:

Section 1. Assessments for Common Elements. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Condominium shall constitute expenditures affecting the administration of the Condominium, and all sums received as the proceeds of, or pursuant to a policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium shall constitute receipts affecting the administration of the Condominium, 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:

Budget, Additional Assessments. 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, including a reasonable allowance for contingencies and reserves. Failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Co-owner's obligation to pay the allocable share of the common expenses as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget each Unit Co-owner shall continue to pay each monthly installment at the monthly rate established for the previous fiscal year until notified of the monthly payment which is due not more than ten (10) days after such new annual or adjusted budget is adopted.

An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular monthly payments as set forth in Section 3 below rather than by additional or lump sum assessments. At a minimum, the reserve fund shall be equal to ten (10%) percent of the Association's current annual budget on a non-cumulative basis. Since the minimum standard required by this Section may prove to be inadequate for this particular Condominium, the Association of Co-owners should carefully analyze the Condominium to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. The funds contained in such reserve fund should be used for major repairs and replacements of Common Elements.

Upon adoption of an annual budget by the Board of Directors, copies of said budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget, although the failure to deliver a copy of the budget to each Co-owner shall not affect the liability of any Co-owner for any existing or future assessments.

If the Board of Directors at any time determines, in its sole discretion that the assessments levied are or may prove to be insufficient:

(1) to pay the costs of operation, management, maintenance and repair of the

Condominium:

- (2) to provide replacements of existing Common Elements;
- (3) to provide additions to the Common Elements not exceeding One Thousand Dollars (\$1,000.00), in the aggregate, annually, 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 or special assessment or assessments without Co-owner approval as it shall deem to be necessary.

The Board of Directors shall also have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 5 hereof. The discretionary authority of the Board of Directors to levy general and/or additional assessments pursuant to this subsection shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or the members thereof.

- (b) <u>Special Assessments</u>. Special assessments, other than additional assessments referenced in subsection (a) of this Section 3, may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to:
- (1) assessments for additions to (and not repair or replacement of) the Common Elements of an aggregate cost exceeding \$1,000.00 per year;
- (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 hereof;
- (3) assessments for any other appropriate purpose not elsewhere herein described.

Special assessments referred to in this subsection (but not including those assessments referred to in subsection 2(a) above which may be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than sixty (60%) percent of all Co-owners in number and in value. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or the members thereof except in the event that the Association may voluntarily and conditionally assign the right to levy assessments to any lender in connection with any voluntary loan transaction entered into by the Association.

Section 3. <u>Apportionment of Assessments</u>; <u>Default in Payment</u>. Unless otherwise provided herein, all assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in the Consolidating Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Subject to Section 4 below, any unusual expenses of administration which benefit less than all of the Condominium Units in the Condominium may be specially assessed against the Condominium Unit or Condominium Units so benefited and may be allocated to the benefited Condominium

Unit or Units in the proportion which the percentage of value of the benefited Unit(s) bears to the total percentages of value of all Condominium Units so specially benefited.

Annual assessments as determined in accordance with Article II, Section 2 (a) above (but not additional or special assessments which shall be payable as the Board of Directors elects) shall be payable by the Co-owners in twelve (12) equal monthly installments, commencing with acceptance of a Deed to, or a land contract purchaser's interest in, a Unit, or with the acquisition of fee simple title to a Unit by any other means. Monthly installments of the annual assessment are due on the first day of each month. 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 shall be assessed for any assessment in default paid more than ten (10) days after its due date. The late charge shall be in the amount of Twenty-five Dollars (\$25.00) or such other amount as may be determined by the Board of Directors from time to time. In the event the board establishes a new late charge amount, it shall give written notice to all members thirty (30) days before the new late charge rate shall become applicable. Such late charge shall not be deemed to be a penalty or interest upon the funds due to the Association but is intended to constitute a reasonable estimate of the administrative costs and other damages incurred by the Association in connection with the late payment of assessments. Assessments in default shall bear interest at the rate of seven (7%) percent per annum or such higher rate as may be allowed by law until paid in full. All payments shall be applied first against late charges, attorney fees, interest and costs and thereafter against assessments in order of oldest delinquency.

Each Co-owner (whether one or more persons) shall be and remain personally liable for the payment of all assessments (including late charges and costs of collection and enforcement of payment) pertinent to the Co-owner's Unit which may be levied while such Co-owner is the owner thereof. In addition to a Co-owner who is also a land contract seller, the land contract purchaser shall be personally liable for the payment of all assessments (including late charges and costs of collection and enforcement of payment) pertinent to the subject Condominium Unit which are levied up to and including the date upon which the land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit.

Section 4. Waiver of Use or Abandonment of Unit; Uncompleted Repair Work. No Co-owner may exempt himself or herself from liability for contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements, or by the abandonment of the Co-owner's Unit, or because of uncompleted repair work, or the failure of the Association to provide service.

Section 5. <u>Enforcement</u>. The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments, or both in accordance with the Act. Pursuant to Section 139 of the Act, no Co-owner may assert in an answer or set-off to a complaint brought by the Association for nonpayment of assessments the fact that the Association or its agents have not provided services or management to the Co-owner.

Each Co-owner, and every other person who from time to time has any interest in the Condominium, shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purpose of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-owner and every other person who from time to time has any interest in the Condominium, shall be deemed to have authorized and empowered the Association to sell or to cause the Unit to be sold with respect to which the assessment(s), is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-owner of a Unit in the Condominium acknowledges that at the time of acquiring title to such Unit, the Co-owner was notified of the provisions of this

Section and that the Co-owner voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit. The Association, acting on behalf of all Co-owners, may bid in at the foreclosure sale, and acquire, hold, lease, mortgage or convey the Condominium Unit.

Notwithstanding the foregoing, a judicial foreclosure action shall not 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/her or their last known address of a written notice that one or more installments of the annual assessment and/or a portion or all of an additional and/or a special assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by or in the form of a written Affidavit of an authorized representative of the Association that sets forth (i) the Affiant's capacity to make the Affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. The Affidavit may contain other information that the Association of Co-owners considers appropriate as per the Michigan Condominium Act including but not limited to the amount of any unpaid interest, costs, attorney fees, future assessments, court costs and/or unpaid monetary fines. Such Affidavit shall be recorded in the office of the Register of Deeds in the County in which the Condominium is located prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing to the Co-owner. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the Co-owner and shall inform the Co-owner that he/she may request a judicial hearing by bringing suit against the Association.

The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorney's fees (not limited to statutory fees), late charges, unpaid monetary fines and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default including late charges and unpaid monetary fines, if any, and shall be secured by the lien on the Co-owner's Unit. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against the Co-owner's Unit, and/or in the event of default by any Co-owner in the payment of any installment and/or portion of any additional or special assessment levied against the Co-owner's Unit, or any other obligation of a Co-owner which, according to these Bylaws, may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof, the Association shall have the right to declare all unpaid installments of the annual assessment for the applicable fiscal year (and for any future fiscal year in which said delinquency continues) and/or all unpaid portions or installments of the additional or special assessment, if applicable, immediately due and payable. The Association also may discontinue the furnishing of any utility or other services to a Co-owner in default upon seven (7) days written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Condominium, shall not be entitled to vote at any meeting of the Association, and shall not be entitled to run for election as a director or be appointed an officer of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from the Coowner's 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 person claiming under such Co-owner as provided by the Act.

Section 6. <u>Liability of Mortgagee</u>. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Condominium which acquires title to the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale in regard to said first mortgage, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the acquisition of title by such

holder, purchaser or assignee (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit).

- Section 7. <u>Property Taxes and Special Assessments</u>. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.
- Section 8. <u>Personal Property Tax Assessment of Association Property</u>. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.
- Section 9. <u>Construction Lien</u>. A construction lien (mechanic's lien) otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to the limitations set forth in Section 132 of the Act, including the following:
- (a) A mechanic's lien for work performed upon a Condominium Unit or upon a Limited Common Element may attach only to the Condominium Unit upon which the work was performed.
- (b) A mechanic's lien for work authorized by the Association of Co-owners may attach to each Condominium Unit only to the proportionate extent that the Co-owner of the Condominium Unit is required to contribute to the expenses of administration as provided by the Condominium Documents.
- (c) A mechanic's lien may not arise or attach to a Condominium Unit for work performed on the Common Elements if the work was not contracted by the Association of Co-owners.

Section 10. Statement as to Unpaid Assessments. Pursuant to the provisions of the Act, the purchaser of any Unit may request a statement from the Association as to the outstanding amount of any unpaid Association assessments, interest, late charges, fines, costs and attorney fees thereon and related collection costs. Upon written request to the Association, accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire the Unit, the Association shall provide a written statement of such unpaid assessments and related collection costs as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such Unit shall render any unpaid assessments together with\_interest, costs, and attorneys' fees incurred in the collection thereof, and the lien securing same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except tax liens on the Condominium Unit in favor of any state or federal taxing authority and first mortgages of record. The Association may charge such reasonable amounts for preparation of such a statement as it may from time to time determine.

### 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 Co-owners, or between a Co-owner or Co-owners and the Association shall, upon the election and written consent of both of the parties to any such disputes, claims or grievances, and written notice to the Association, if applicable, be submitted to arbitration and the parties thereto shall accept the arbitrators' decision as final and binding; provided that no question affecting the claim of title of any person to any fee or

life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration. Any agreement to arbitrate pursuant to the provisions of this Article III, Section 1 shall include an agreement between the parties that the judgment of any Circuit Court of the State of Michigan may be rendered upon any award rendered pursuant to such arbitration.

Section 2. <u>Judicial Relief</u>. In the absence of the election and written consent of the parties pursuant to Section I above, no Co-owner or the Association shall be precluded from petitioning the Courts to resolve any such disputes, claims or grievances.

Section 3. <u>Election of Remedies</u>. Election by the parties to submit such disputes, claims or grievances to arbitration shall preclude them from litigating such disputes, claims or grievances in the Courts.

### ARTICLE IV

### **INSURANCE**

Section 1. <u>Insurance Responsibility of the Association</u>. The Association shall carry property insurance, general liability insurance, directors and officers liability insurance, workers compensation and employers liability insurance, if applicable, and such other insurance as the Board may determine to be appropriate with respect to the ownership, use and maintenance of the General and Limited Common Elements of the Condominium and the administration of Condominium affairs. Such insurance shall be carried and administered in accordance with the following provisions:

(a) <u>Insurance Responsibilities of the Co-owners</u>. It shall be each Co-owner's responsibility to determine by personal investigation the nature and extent of insurance coverage needed to protect his/her Unit, his/her personal property located within his/her Unit or elsewhere in the Condominium and for his/her personal liability for occurrences within his/her Unit or upon the Limited Common Elements appurtenant to his/her Unit and also for additional living expenses. Each Co-owner may obtain insurance coverage at his/her own expense upon the building items within his/her Condominium Unit which were furnished with the Unit by the Developer however it will be considered to be excess insurance since the Association's property insurance will be primary coverage as described below. Each Co-owner shall be solely responsible to insure all betterments, improvements, and additions to their Unit and its appurtenant Limited Common Elements. Each Co-owner and the Association hereby waive their own and their insurers' rights of subrogation and recovery as to any claims against any Co-owner and the Association.

(b) Insurance Responsibilities of the Association. The Association shall purchase insurance for the benefit of the Association, the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of Certificates of Insurance with mortgagee endorsements to the mortgagees of the Co-owners. All Common Elements of the Condominium shall be insured under a Special Form property damage insurance policy or policies covering immediate and direct loss or damage to covered property unless the loss is excluded under Section III B EXCLUSIONS of the policy; vandalism, malicious mischief and any other cause of loss deemed advisable by the Board of Directors of the Association, in an amount equal to the maximum insurable replacement value, including code reconstruction, if applicable, as determined annually by the Board of Directors of the Association in consultation with the Association's insurance carrier and/or its representatives in light of commonly employed methods for the reasonable determination of replacement costs. Such coverage shall include interior walls within any Unit and the pipes, wires, conduits and ducts contained therein and shall further include all building items including fixtures, equipment and trim within a Unit which were furnished with the Unit by the Developer. The property insurance coverage shall be written on a Blanket Amount basis including an Agreed Value clause for the entire

Condominium with appropriate provisions in order that no coinsurance provisions shall be invoked by the insurance carrier in a manner that will cause loss payments to be reduced below the actual amount of any loss (except in the unlikely event of total project destruction and the insurance proceeds failed, for some reason, to be equal to the total cost of replacement). All information in the Association's records regarding insurance coverage shall be made available to all Co-owners upon request and reasonable notice during normal business hours so that the Co-owners shall be enabled to judge the adequacy of such coverage. Upon re-evaluation and effectuation of coverage, the Association shall notify all the Co-owners of the nature and extent of all changes in coverages.

- (c) General Liability Insurance. General liability insurance shall be carried in such limits as the Board of Directors may from time to time determine to be appropriate. The general liability insurance shall cover: (1) the Association; (2) each Co-owner of the Condominium but only with respect to his/her liability arising out of the ownership, maintenance or repair of that portion of the premises which is their duty as such; and (3) any person or organization while acting as a managing agent for the Association. The liability insurance carried by the Association shall, where appropriate, contain cross-liability endorsements to cover liability of the Co-owners as a group to another Co-owner.
- (d) <u>Directors and Officers Liability Insurance</u>. Directors and officers liability insurance shall be carried in such limits as the Board of Directors may from time to time determine to be appropriate. The liability insurance shall cover any persons who now are, or shall become duly elected or appointed directors or officers of the Association. The policy may also have to be endorsed to include "prior acts" coverage for persons who had been duly elected or appointed directors or officers of the Association if it is determined that previous expiring policies do not cover claims for wrongful acts reported after the expiration or termination date of those expiring policies.
- (e) <u>Premium Expense</u>. All premiums upon insurance purchased by the Association pursuant to these Bylaws shall be expenses of the Association.
- (f) 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, the Co-owners and their mortgagees as their interests may appear; provided, however, whenever Article V of these Bylaws requires the repair or reconstruction of the Condominium, any insurance proceeds received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such purpose. Property insurance proceeds shall never be used for any purpose other than for repair, replacement or reconstruction of the condominium project unless all of the holders of mortgages on Units, and all Co-owners, in the Condominium have given their prior written approval.

Section 2. <u>Authority of Association to Settle Insurance Claims</u>. Each Co-owner, by ownership of a Unit in the Condominium, shall be deemed to appoint the Association as the true and lawful attorney-in-fact to act in connection with all matters concerning insurance pertinent to the Condominium, the Unit and the Common Elements appurtenant thereto. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, distribute the proceeds to the Association, the Co-owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Co-owners and the Condominium as shall be necessary or convenient to accomplish the foregoing.

### ARTICLE V

### RECONSTRUCTION OR REPAIR

- Section 1. <u>Responsibility for Reconstruction or Repair</u>. In the event any part of the Condominium property shall be damaged, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:
- (a) One or More Units Tenantable. In the event the damaged property is a Common Element or a Unit, the property shall be rebuilt or repaired if any Unit in the Condominium is tenantable, unless it is determined by unanimous vote of all of the Co-owners in the Condominium that the Condominium shall be terminated and each institutional holder of a first mortgage lien on any Unit in the Condominium has given its prior written approval for such termination.
- (b) <u>No Unit Tenantable</u>. Any election to terminate the Condominium after substantial destruction or a substantial taking in condemnation of the condominium property shall require the approval of at least 67% of the eligible co-owners in number and in value and 51% of the eligible holders of first mortgage liens on any Unit in the Condominium.
- Section 2. Repair in Accordance with Consolidating Master Deed, Etc. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications for the Condominium to a condition as comparable as possible to the condition existing prior to damage unless holders of at least 51% of the votes of units subject to mortgages held by such eligible holders are allocated is obtained plus 67% of the Co-owners in number and in value shall consent to do otherwise.
- Section 3. <u>Co-owner and Association Responsibilities</u>. In the event the damage is only to a part of a Unit which is the responsibility of a Co-owner to maintain and repair, it shall be the responsibility of the Co-owner to repair such damage in accordance with Section 4 hereof. In all other cases, the responsibility for reconstruction and repair shall be that of the Association subject to the terms and conditions of the Consolidating Master Deed.
- Section 4. <u>Co-owner Responsibility for Repair</u>. Each Co-owner shall be responsible for the reconstruction, repair, maintenance, replacement and decoration of the interior of the Co-owner's Unit, including all finished flooring and floor coverings, all interior walls, wall coverings, interior trim and, including, without limitation the following items:
- (a) All appliances within the Unit and supporting hardware, including, but not limited to, furnace, humidifier, air cleaner, air conditioner, compressor, garbage disposal, dishwasher, range, oven, vent fan, duct work, vent covers, filter, water softeners, water filters, water heaters, all furnace and water heater exhaust pipes and ducts from the appliance to the exhaust cap.
- (b) Interior of entry door and door walls, any deadbolts and/or locking mechanisms within door walls, handles and knobs on both sides of door, all interior doors and related hardware within the individual unit including storm door, closer and all related locks and hardware for storm door.
- (c) All electrical fixtures and appliances within the individual Unit, including, but not limited to, doorbell systems (all components inside and out of Unit), lighting fixtures, switches, outlets, antenna outlets, and telecommunication wiring with associated equipment, circuit breakers with associated panel, and all exterior fixtures on decks and porches.

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- (d) All plumbing fixtures including commodes, tubs, shower pans, shower stalls, shower enclosures, tub and shower caulking, faucets, shut-off valves, rings, seals, washers and outdoor faucets.
- (e) All cabinets, counters, sinks, tile and wood, either floor or wall, and related hardware.
- (f) All improvements and decorations including, but not limited to, paint, wallpaper, paneling, carpeting, linoleum and trim.
- (g) Individual Unit drain lines located within the Unit perimeter walls (foundation); however, in the event a drain line services more than one Unit, then in that event, the Association will be responsible for its reconstruction, repair, maintenance and replacement.
- (h) All other items not specifically enumerated above which may be located within the individual Unit's perimeter walls.
- (i) Skylights that light a unit and all maintenance and repairs associated with it. This includes any leaks and drywall repairs along with repainting.

In the event that damage to interior walls within a Co-owner's Unit, or to pipes, wire, conduits, ducts or other Common Elements therein, or to any fixtures, equipment and trim which are standard items within a Unit is covered by insurance held by the Association, then the reconstruction or repair shall be the responsibility of the Association in accordance with Section 5 of this Article V provided however that the portion of the expense incurred but not recovered by virtue of any insurance deductible shall be the Co-owner's obligation. If any other interior portion of a Unit is covered by insurance held by the Association for the benefit of the Co-owner, the Co-owner shall be entitled to receive the proceeds of insurance relative thereto and if there is a mortgage endorsement, the proceeds shall be payable to the Co-owner and the mortgagee jointly. In the event damage to a Co-owner's Unit is covered by insurance held by the Association for the benefit of the Co-owner, the Co-owner shall begin reconstruction or repair of the damage upon receipt of the insurance proceeds from the Association. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

Section 5. <u>Association Responsibility for Repair</u>. The Association shall be responsible for reconstruction, repair and maintenance of the Common Elements as provided in the Consolidating Master Deed and any incidental damage (as that term is hereafter defined) to a Unit caused by such Common Elements or the reconstruction, repair or maintenance thereof. "Incidental damage" shall be defined as damage incurred to the Unit, but excludes any damage to the contents of a Unit, including, but not limited to, furniture, and personal property. Notwithstanding anything hereinabove to the contrary, the responsibility of the Association for "incidental damage" to a Unit under the provisions of this Section 5 shall not exceed the sum of \$10,000.00 per occurrence. Any "incidental damage" to a Unit as described in this Section 5 in excess of \$10,000.00 shall be borne by the Co-owner of the Unit. In the event that the Co-owner shall have insurance which covers "incidental damage" as herein defined, the Association shall not be liable for any "incidental damage" and the insurance carrier of the Co-owner shall have no right of subrogation against the Association. This Article shall not be construed to require replacement of mature trees or vegetation with equivalent trees or vegetation.

Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair or reconstruction, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before

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the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the Co-owners who are responsible for the costs of reconstruction or repair of the damaged property (as provided in the Consolidating Master Deed) in sufficient amounts to provide funds to pay the estimated or actual costs of repair.

- Section 6. <u>Timely Reconstruction and Repair</u>. The Association or Co-owner responsible for the reconstruction, repair and/or maintenance shall proceed with and complete reconstruction, repair, maintenance or replacement of the damaged property without delay.
- Section 7. Eminent Domain. Section 133 of the Act and the following provisions shall control upon any taking by eminent domain.
- (a) <u>Taking of Entire Unit</u>. In the event of any taking of an entire Unit by eminent domain, the award for such taking shall be paid to the Co-owner of such Unit and the mortgagee thereof, as their interests may appear. After acceptance of such award by the owner and his/her mortgagee, they shall be divested of all interest in the Condominium. In the event that any condemnation award shall become payable to any Co-owner whose Unit is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Co-owner and his/her mortgagee, as their interests may appear.
- (b) <u>Taking of Common Elements</u>. If there is any taking of any portion of the Condominium other than any Unit, the condemnation proceeds relative to such taking shall be paid to the Coowners and their mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than fifty (50%) percent of all of the Co-owners in number and in value shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.
- (c) <u>Continuation of Condominium After Taking</u>. In the event the Condominium continues after taking by eminent domain, then the remaining portion of the Condominium shall be resurveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-owners based upon the continuing value of the Condominium of one hundred (100%) percent. A Condominium Unit partially taken shall receive a reallocated percentage of value based pro rata on the percentage taken. 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, but only with the prior approval of 51% of the votes of eligible holders of first mortgage liens on individual Units in the Condominium.
- (d) <u>Notification of Mortgagees</u>. In the event any Unit in the Condominium, or any portion thereof, or the Common Elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.
- Section 8. Mortgages Held By FHLMC; Other Institutional Holders. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC") then, upon request therefor by FHLMC, 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 \$10,000.00 in amount or if damage to a Condominium Unit covered by a mortgage purchased in whole or in

part by FHLMC exceeds \$10,000.00. The Association shall provide such other reasonable notice as may be required, from time to time, by other institutional holders of mortgages upon Units.

Section 9. <u>Priority of Mortgagee Interests</u>. Nothing contained in the Condominium Documents shall be construed to give a Condominium Unit owner, or any other party, priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Condominium Unit owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

### ARTICLE VI

### RESTRICTIONS

Section 1. Residential Use. No Unit in the Condominium shall be used for other than residential purposes and the Common Elements shall only be used for purposes consistent with those set forth in this Section 1.

### Section 2. Leasing And Rental.

- (a) <u>Violation of Condominium Documents by Tenants or Non-Co-owner Occupants</u>. If the Association determines that the tenant or non-Co-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:
- (1) The Association shall notify the Co-owner by certified mail advising of the alleged violation by the tenant or non-Co-owner occupant.
- (2) The Co-owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by the tenant or non-Co-owner occupant or advise the Association that a violation has not occurred.
- (3) If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its own behalf an action for eviction against the tenant or non-Co-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or non-Co-owner occupant for breach of the conditions of the Condominium Documents. The relief set forth in this subsection may be by summary proceedings. The Association may hold both the tenant or non-Co-owner occupant and the Co-owner liable for any damages caused by the Co-owner or tenant or non-Co-owner occupant in connection with the Condominium Unit or the Condominium and for actual legal fees incurred by the Association in connection with legal proceedings hereunder.
- (b) <u>Arrearage in Condominium Assessments</u>. 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 Condominium Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not be a breach of the rental agreement or lease by the tenant. The form of lease used by any Co-owner shall explicitly contain the foregoing provisions. Pursuant to the Michigan Condominium Act, if the tenant, after being notified, fails or refuses to remit rent otherwise due the Co-owner to the Association of Co-owners, then the Association of Co-owners may do the following:
- (1) issue a statutory notice to quit for nonpayment of rent to the tenant and shall have the right to enforce that notice by summary proceeding.

(2) initiate proceedings pursuant to MCL 559.212(4)(b).

(c) A Co-owner may lease his unit for the same purposes set forth in Section 1 above provided the occupancy is only by the lessee and his family for a minimum lease term of at least six (6) months. No rooms in a unit may be rented and no transient tenants accommodated. An exact copy of the proposed lease shall be provided to the Association ten (10) days prior to presenting it to the tenant for execution and shall specifically state that the tenant acknowledges that he/she must abide by all of the terms and conditions of the Condominium Documents including the Association's rules and regulations. If no lease form is to be used, then the Co-owner shall supply the Association of co-owners with the name and address of the potential lessee, along with the rental amount and due dates under the proposed agreement.

Section 3. Alterations and Modifications of Units and Common Elements. No Co-owner shall make alterations in exterior appearance or make structural modifications to the Co-owner's Unit (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the Common Elements, Limited or General, without the advance express written approval of the Board of Directors (which approval shall be in recordable form), including, but not by way of limitation, exterior painting or the erection of antennas, lights, aerials, awnings, doors, shutters, newspaper holders, mailboxes, basketball backboards or other exterior attachments or modifications, nor shall any Co-owner damage or make modifications or attachments to walls between Units which in any way impair sound conditioning. Over the air reception devices including but not limited to satellite dish antennas shall not be attached or installed upon any General Common Element chimney or roof; such devices shall not be attached or installed upon any other General Common Element without the advance written permission of the Board of Directors. Over the air reception devices such as satellite dish antennas may be installed within Units or Limited Common Elements in accordance with the rules and regulations of the Federal Communications Commission. 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.

The foregoing is subject to the applicable provisions of the Michigan Condominium Act governing improvements or modifications if the purpose of the improvement or modification is to facilitate access to or movement within the Unit for persons with disabilities under the circumstances provided for in the Act at MCL 559.147 a, as amended from time to time.

The Co-owner shall be responsible for the maintenance and repair of any such modification or improvement. In the event that the Co-owner fails to maintain and/or repair said modification or improvement to the satisfaction of the Association, the Association may undertake to maintain and/or repair same and assess the Co-owner the costs thereof and collect same from the Co-owner in the same manner as provided for the collection of assessments in Article II hereof. The Co-owner shall indemnify and hold the Association harmless from and against any and all costs, damages, and liabilities incurred in regard to said modification and/or improvement.

No Co-owner shall in any way restrict access to any plumbing, water line, water line valves, water meter, sprinkler system valves, sump pumps, or any element which affects an Association responsibility in any way. Should access to any facilities of any sort be required, the Association may remove any coverings or attachments, including, but not limited to, patios and finished basements of any nature that restrict such access and will have no responsibility for repairing or reinstalling any materials, (whether or not installation thereof has been approved hereunder), that are damaged in the course of gaining such access, nor shall the Association be responsible for monetary damages of any sort arising out of actions taken to gain necessary access.

Section 4. Activities. No unlawful or nuisance activity shall be carried on in any Unit or upon the Common Elements, Limited or General, nor shall anything be done which may be or become an annoyance or a

nuisance to the Co-owners of the Condominium. No unreasonably noisy activity shall be carried on in or on the Common Elements or in any Unit at any time. No Co-owner shall do or permit anything to be done or keep or permit to be kept in the Co-owner's 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: the use of firearms, air rifles, pellet guns, b-b guns, bows and arrows, or other similar dangerous weapons, projectiles or devices.

Section 5. Pets. No animal, except two (2) dogs and/or two (2) cats, shall be kept or be brought on to the Condominium Premises by any person unless specifically approved in writing by the Association. No animal may be kept or bred for any commercial purpose. All animals shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be permitted to run loose at any time upon the Common Elements and all animals shall at all times be leashed and attended by some responsible person while on the Common Elements, Limited or General. The Board of Directors may, in its discretion, designate certain portions of the General Common Elements of the Project wherein such animals may be walked and/or exercised. Nothing herein contained shall be construed to require the Board of Directors to so designate a portion of the General Common Elements for the walking and/or exercising of animals.

No savage or dangerous animal shall be kept and any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability (including costs and attorney fees) which the Association may sustain as a result of the presence of such animal on the premises, whether or not the Association has given its permission therefor, and the Association may assess and collect from the responsible Co-owner such losses and/or damages in the manner provided in Article II hereof.

Each Co-owner shall be responsible for 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. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper.

The Association may also assess fines for such violation of the restrictions imposed by this Section or by any applicable rules and regulations of the Association. Small animals which are constantly caged, such as small birds or fish shall not be subject to the foregoing restrictions.

Section 6. <u>Aesthetics</u>. The Common Elements, Limited or General, shall not be used for storage of supplied, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. No unsightly condition shall be maintained on any patio or porch and only furniture and equipment consistent with the normal and reasonable use of such areas shall be permitted to remain there during seasons when such areas are reasonably in use and no furniture or equipment of any kind shall be stored thereon during seasons when such areas are not reasonably in use. Trash receptacles shall be kept inside the Units or garages until dusk of the day preceding collection and shall be returned inside on the day of collection. Co-owners shall be responsible to clean up any garbage or trash which escapes their trash receptacles for any reason including but not limited to animals opening receptacles or removing items there from. The Common Elements shall not be used in any way for the drying or airing of clothing or other fabrics.

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In general, no activity shall be carried on nor condition maintained by any Co-owner either in the Co-owner's Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium.

Section 7. <u>Utilization of Common Elements</u>. Sidewalks, yards, landscaped areas, driveways, roads, parking areas, and porches shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs, benches or other objects may be left unattended on or about the Common Elements. Use of any recreational facilities or other amenities in the Condominium may be limited to such times and in such manner as the Association shall determine by duly adopted regulations; provided, however, that use of any amenities in the Condominium shall be limited to resident Co-owners who are members in good standing of the Association and to the tenants, land contract purchasers and/or other non-Co-owner occupants of Condominium Units in which the Co-owner does not reside and/or such guests as may be permitted by the rules and regulations made by the Association; provided, further, however, that the nonresident Co-owners of such Condominium Units are members in good standing of the Association.

Section 8. <u>Vehicles</u>. No mopeds, motorcycles, house trailers, recreational vehicles, or similar vehicles, such as club wagons, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, mobile homes, dune buggies, motor homes, all terrain vehicles, snowmobiles, snowmobile trailers or vehicles other than automobiles, sport utility vehicles and pickup trucks may be parked upon the premises of the Condominium, <u>unless specifically approved by the Association or parked in an area specifically designated therefor by the Association</u>. Nothing herein contained shall be construed to require the Association to approve the parking of such vehicles as are described in the first sentence of this Section or to designate an area therefor. The Association shall not be responsible for any damages, costs, or other liability arising from any failure to approve the parking of such vehicles or to designate an area therefor.

Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pick-ups in the normal course of business. For purposes of this Section, the term "commercial vehicle" means any vehicle that has any one of the following characteristics: (a) more than two axles; (b) gross vehicle weight rating in excess of 10,000 pounds; (c) visibly equipped with or carrying equipment or materials used in a business; or (d) carrying a sign advertising or identifying a business.

Non-operational vehicles, and vehicles with expired license plates shall not be parked or stored on the Condominium Premises without the written permission of the Board of Directors. Vehicles which detract from the appearance of the Condominium shall not be parked or stored on the Condominium Premises. Non-emergency maintenance or repair of motor vehicles shall not be permitted on the Condominium Premises unless specifically approved by the Board of Directors. The Association may assign General Common Element parking spaces for the use of the Co-owners of a particular Unit or Units in an equitable manner.

The Association may cause vehicles parked or stored in violation of this Section or of any applicable rules and regulations of the Association to be removed from the Condominium Premises and the cost of such removal may be assessed to, and collected from, the Co-owner of the Unit responsible for the presence of the vehicle in the manner provided in Article II hereof. Co-owners shall, if the Association shall require, register with the Association all vehicles maintained on the Condominium Premises. The Board of Directors may make reasonable rules and regulations governing the parking of vehicles in the Condominium consistent with the provisions hereof.

Section 9. <u>Signs, Advertising</u>. No signs shall be displayed which are visible from the exterior of a Unit or on the Common Elements at any time for any reason without the advance written permission of the Association. This prohibition includes, but is not limited to, "For Sale" signs, "open" signs, "Garage Sale" signs

and political signs. No advertising devices shall be displayed which are visible from the exterior of a Unit or on the Common Elements at any time without the advance written permission of the Association.

Section 10. <u>Regulations</u>. Reasonable regulations consistent with the Act, the Consolidating Master Deed and these Bylaws, concerning the use of the Condominium may be made and amended from time to time by the Board of Directors of the Association. Copies of all such regulations and amendments thereto shall be furnished to all Co-owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each Co-owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty (50%) percent of all Co-owners in number and in value.

Section 11. 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 for the maintenance, repair or replacement of any of the Common Elements. The Association or its agents shall also have access to each Unit and any Limited Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit and/or to protect the safety and/or welfare of the inhabitants of the Condominium.

It shall be the responsibility of each Co-owner to provide the Association means of access to the Co-owner's Unit and any Limited Common Elements appurtenant thereto during all periods of absence and in the event of the failure of such Co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to the Co-owner's Unit and any Limited Common Elements appurtenant thereto caused thereby or for repair or replacement of any doors or windows damaged in gaining such access. In the event that it is necessary for the Association to gain access to a Unit to make repairs to prevent damage to the Common Elements or to another Unit or to protect the safety and welfare of the inhabitants of the Condominium, the costs, expenses, damages, and/or attorney fees incurred by the Association in such undertaking shall be assessed to the responsible Co-owner and collected in the same manner as provided in Article II of these Bylaws, including all damages resulting from any Co-owner or their tenants, family, occupants, invitees or contractor's failure or delay in providing access to the Association. The Association shall have no liability for damages to Co-owner alterations, betterments, improvements or customizations resulting from the Association's efforts to gain access to any common element nor shall the Association be held liable for the expenses of the removal or replacements of any such obstructions.

Section 12. Landscaping. No Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the Common Elements unless approved by the Association in writing. Any such approved landscaping performed by the Co-owner and any such trees, shrubs, or flowers planted by the Co-owner shall be performed and/or planted, as the case may be, in a manner consistent with the landscaping in other portions of the Condominium Premises. The Co-owner shall be responsible for the maintenance of any such approved landscaping performed by a Co-owner and any such trees, shrubs, or flowers planted by the Co-owner. In the event that such Co-owner fails to adequately maintain such landscaping performed by the Co-owner and any such trees, shrubs, or flowers planted by the Co-owner to the satisfaction of the Association, the Association shall have the right to perform such maintenance and assess and collect from the Co-owner the cost thereof in the manner provided in Article II hereof. The Co-owner shall also be liable for any damages to the Common Elements arising from the performance of such landscaping or the planting of such trees, shrubs, or flowers, or the continued maintenance thereof.

Section 13. <u>Co-owner Maintenance</u>. Each Co-owner shall maintain his/her Unit and any Limited Common Elements appurtenant thereto for which he/she has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, plumbing, electrical or other utility conduits and systems and

any other elements in any Unit which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association, or to other Co-owners, as the case may be, resulting from negligent damage to or misuse of any of the Common Elements by the Co-owner, or his/her family, guests, tenants, land contract purchasers, agents or invitees, unless such damages or costs are covered by insurance carried by the Association in which case there shall be no such responsibility (unless full reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association or to other Co-owners, as the case may be, may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof. The Co-owners shall have the responsibility to report to the Association any Common Element which has been damaged or which is otherwise in need of maintenance, repair or replacement and any other circumstances which if not promptly reported and attended to, could result in loss or damage to any Common Element. All damages resulting from the failure of the Co-owner to report any of the foregoing items may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof. Each Co-owner shall have these responsibilities and liabilities regardless of whether they occupy the Unit or the Unit is occupied by their tenant, guest, etc.

Section 14. <u>Assessment of Costs of Enforcement</u>. Any and all costs, damages, expenses and/or attorney fees incurred by the Association in enforcing any of the restrictions set forth in this Article VI and/or rules and regulations made by the Board of Directors of the Association under Article VI, Section 10 of these Bylaws, and any expenses incurred as a result of the conduct of less than all those entitled to occupy the Condominium Project, or by their licensees or invitees, may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

### ARTICLE VII

### **MORTGAGES**

Section 1. <u>Co-owner Duty to Give Notice</u>. Any Co-owner who mortgages his/her 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".

Section 2. <u>Association Duties to Give Notices</u>. The Association, upon receiving written notice, shall promptly issue notice to each holder, insurer or guarantor of a first mortgage if any of the following occur:

- (a) Any proposed amendment of the condominium documents effecting a change in (i) the boundaries of any unit or the exclusive easement rights appertaining thereto and/or (ii) interests in the general or limited common elements appertaining to any unit or the liability for common expenses appertaining thereto and/or (iii) the number of votes in the Association appertaining to any unit;
- (b) The purposes to which any unit or the common elements are restricted;
- (c) Any proposed termination of the condominium project;
- (d) Any condemnation loss or any casualty loss which affects a material portion of the condominium or which affects any unit on which there is a first mortgage held, insured or guaranteed by such eligible holder;
- (e) Any delinquency in the payment of assessments or charges owed by an owner of a unit subject to the mortgagee of such eligible holder, insurer or guarantor, where such delinquency has continued for sixty (60) days;
- (f) Any lapse, cancellation or material modification of any insurance policy maintained by the Association pursuant to paragraph 14 (a) (i) of HUD Manual 4265.1 Appendix 24.

(g) The issuance of notice of an official meeting of the membership in which case each holder, insurer or guarantor of a first mortgage shall be allowed to designate a representative to attend such meeting.

### **ARTICLE VIII**

### **VOTING**

Section 1. <u>Vote</u>. Except as limited in these Bylaws, each Co-owner shall be entitled to one (1) vote for each Unit owned by such Co-owner when voting by number and one (1) vote the value of which shall equal the total of the percentages allocated to the Units owned by such Co-owner as set forth in Article V of the Consolidating Master Deed, when voting by value. Voting shall be by value except in those instances when voting is specifically required to be both in value and in number.

Section 2. <u>Eligibility to Vote</u>. No Co-owner shall be entitled to vote at any meeting of the Association until he/she has presented a deed or other evidence of ownership of a Unit in the Condominium to the Association. Land contract vendees shall be recognized as owners unless the vendor provides the Association with a copy of the land contract expressly reserving voting privileges to the vendor. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 3 of this Article VIII below or by a proxy given by such individual representative. No Co-owner who is in default of a duty to pay any sum to the Association shall be entitled to vote until such default is cured.

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

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

Section 5. <u>Voting</u>. Votes may be cast in person or by proxy or by a written ballot duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any ballots must be filed with the Secretary of the Association, or such other person as the Association shall designate, at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted. No person shall be permitted to act as proxy for more than three (3) designated voters and all such persons shall be members of the Association.

Section 6. <u>Majority</u>. A majority, except where otherwise provided herein, shall consist of more than fifty (50%) percent in value of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, the requisite affirmative vote may be required to exceed the simple majority hereinabove set forth and may require a designated percentage in both number and value of all Co-owners.

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### ARTICLE IX

### **MEETINGS**

- Section 1. <u>Location; Procedure.</u> Meetings of the Association shall be held at such 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 Roberts Rules of Order, when not otherwise in conflict with the Articles of Incorporation, the Condominium Bylaws, the Condominium Consolidating Master Deed or the laws of the State of Michigan.
- Section 2. <u>Annual Meeting; Agenda.</u> Annual Meetings of members of the corporation shall be held during the month of September at such date, time and place as the Board of Directors shall direct. At such meetings there shall be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article X of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Corporation as may properly come before them. At the Annual Meeting of members, the order of business shall be as follows:
  - (a) Calling the meeting to order.
  - (b) Proof of notice of the meeting.
  - (c) Determination of Quorum.
  - (d) Reading of minutes of the last previous Annual Meeting.
  - (e) Reports from officers.
  - (f) Reports from committees.
  - (g) Election of directors.
  - (h) Other business.
- Section 3. <u>Town Hall Meeting</u>. A Town Hall Meeting shall be held annually during the month of May, the purpose of which shall be informational only and no official business shall be conducted thereat. The Board may present such reports as it chooses and Co-owners may raise items of concern or interest to the membership generally.
- Section 4. <u>Special Meetings.</u> It shall be the duty of the President to call a special meeting of the Co-owners as directed by resolution of a majority of the Board of Directors or upon a petition signed by one-third (1/3) of the Co-owners presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.
- Section 5. <u>Membership Meeting Notices.</u> 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) calendar days but not more than sixty (60) calendar 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

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the Association by Article VIII, Section 3 of the Condominium 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. Proxy and written ballot forms shall be distributed with the first notice of all business meetings.

- Section 6. Quorum. The presence in person or by proxy of thirty-five (35%) percent in number of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically provided herein to require a greater quorum. The written ballot of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the ballot is cast.
- Section 7. <u>Adjournment for want of Quorum.</u> If any meeting of Co-owners cannot be held because a quorum is not in attendance, the Co-owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.
- Section 8. <u>Appointment of Election Tellers.</u> The Board of Directors shall appoint two (2) Co-owners who are not candidates or spouses or co-habitants of any candidates to serve as tellers of the ballots cast in every election. It shall be the duty of such tellers to oversee the counting and tallying of the ballots so as to assure that the ballots are fairly and accurately handled and counted.

### ARTICLE X

### **BOARD OF DIRECTORS**

- Section 1. Eligibility. The affairs of the Association shall be governed by a Board of Directors all of whom must be members of the Association or the legal spouse of a member except that officers, partners, trustees, employees or agents of members that are legal entities and not individual persons may be designated by such entities to serve as directors, if elected, of the corporation. Directors and Officers shall serve without compensation, whether by salary, stipend or otherwise except that they may be reimbursed for their out of pocket expenses incurred in the performance of their duties. No candidate for election or appointment to the Board of Directors shall be eligible if delinquent in the payment of any sum of money owed to the Association. Only one person per unit shall be eligible as a candidate notwithstanding the fact that the unit is jointly owned by two or more persons and/or entities. If a member is a partnership then only a partner thereof shall be qualified and eligible to serve as a director. If a member is a corporation, then only a shareholder or a director thereof shall be qualified and eligible to serve as a director. Any co-owner landlord who is neither a partnership nor a corporation shall be qualified and eligible to serve as a director only in his or her individual capacity and the tenant or agent of such landlord shall not be qualified or eligible to serve as a director. No person shall be eligible to be appointed or elected as an officer or a director if the result would be a consecutive term of office in excess of six calendar years.
- Section 2. <u>Size, Terms of Office</u>. The Board of Directors shall be composed of seven (7) persons who shall manage the affairs of the corporation. Directors shall serve without compensation. Directors shall serve until their successors take office which shall be deemed to be at the time of their election. The term of office for each Director shall be two (2) years. Four directors shall be elected in even numbered years and three directors shall be elected in odd numbered years.
- Section 3. <u>Powers, Duties.</u> The Board of Directors shall have all powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by the Co-owners. In addition to the

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foregoing general 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) Management and administration of the affairs of and maintenance of the condominium project and the common elements thereof.
- (b) To collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.
  - (c) To carry insurance and collect and allocate the proceeds thereof.
  - (d) To rebuild improvements after casualty.
- (e) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the condominium project.
- (f) To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any apartment 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 and all of the purposes of the business of the Association, and to secure the same by mortgage, pledge, or other lien, on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of more than sixty (60%) percent of all of the members of the Association in number and in value.
- (h) To establish and maintain a reserve fund for the periodic maintenance, repair and replacement of the Common Elements as required by the Act.
- (i) To make rules and regulations in accordance with Article VI, Section 10 of the Condominium Bylaws.
- (j) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the condominium and to delegate to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board.
  - (k) To enforce the provisions of the Condominium Documents.
- (l) The Board of Directors may employ for the Association a professional management agent at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed above, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium documents required to be performed by or have the approval of the Board of Directors or the members of the Association.
- Section 4. <u>Vacancies</u>. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the members of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each person so elected shall be a Director until a successor is elected at the next Annual Meeting of the Association. The Board shall consider

past service to the Association as a factor in the selection of any of its appointees; no Co-owner shall be eligible for appointment if delinquent in the payment of any amount owed the Association.

- Section 5. <u>Recall.</u> At any regular or special meeting of the Association duly called, any one or more of the Directors may be removed with or without cause by affirmative vote of at least fifty-one (51%) percent of the entire membership and a successor may then and there be elected to fill any vacancy thus created. Any Director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting.
- Section 6. <u>First Meetings of Boards</u>. The first meeting of a newly elected Board of Directors shall be held within ten (10) calendar days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected. No other notice shall be necessary to the newly elected Directors to constitute a duly called first meeting.
- Section 7. <u>Regular Board Meetings</u>. 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, fax, telephone or email, at least ten (10) days prior to the date named for such meeting.
- Section 8. <u>Special Board Meetings.</u> Special meetings of the Board of Directors may be called by the President on three (3) calendar days' notice to each Director, given personally, by mail, fax, telephone or email, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of one Director.
- Section 9. <u>Waiver of Notice</u>. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meetings of the Board shall be deemed a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.
- Section 10. 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 from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such Director for purposes of determining a quorum.
- Section 11. <u>Fidelity Bonds/Employee Dishonesty Insurance</u>. The Board of Directors shall require that all directors, officers, agents and employees of the Association handling or responsible for Association funds and/or property shall be covered by adequate fidelity bonds and/or employees dishonesty insurance purchased by the Association. The premiums on such bonds and/or insurance shall be expenses of administration. Such bonds and/or insurance shall not be less than the estimated maximum of funds held by the Association at any time, including maximum expected reserve funds and in no event less than a sum equal to three month's aggregate assessments on all units plus reserve funds.
- Section 12. Executive Sessions. The Board of Directors, in its discretion, may close a portion or all of any meeting of the Board of Directors to the members of the Association or may permit members of the

Association to attend a portion or all of any meeting of the Board of Directors. Any member of the Association shall have the right to inspect, and make copies of, the minutes of the meetings of the Board of Directors; provided, however, that no member of the Association shall be entitled to review or copy any minutes which reference privileged communications between the Board of Directors and counsel for the Association, or any other matter to which a privilege against disclosure pertains under Michigan Statute, common law, the Michigan Rules of Evidence, or the Michigan Court Rules.

Conflicts of Interest. In the event any director shall have any relationship with, or Section 13. interest in, any person or entity with whom or which the Association may have any contractual dealings, such director shall have an affirmative duty to disclose such relationship or interest, in writing, to the Board of Directors at a Board meeting as soon as such contractual dealings are contemplated or initiated.

### ARTICLE XI

### **OFFICERS**

- Officers. The principal officers of the Association shall be a President, a Vice President, Section 1. a Secretary and a Treasurer, all of whom shall be members of the Association and members of the Board of Directors. The Directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary. Any two offices except that of President and Vice President may be held by one person.
- Section 2. Election. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.
- Section 3. Removal. Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.
- President. The President shall be the chief executive officer of the Association. He/She Section 4. shall preside at all meetings of the Association and of the Board of Directors. He/She shall have all of the general powers and duties which are usually vested in the office of the President of an association, including, but not limited to the power to appoint committees from among the members of the Association from time to time as he/she may in his/her discretion deem appropriate to assist in the conduct of the affairs of the Association.
- Section 5. Vice President. The Vice President shall take the place of the President and perform his/her duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him/her by the Board of Directors.
- Section 6. The Secretary shall keep the minutes of all meetings of the Board of Secretary. Directors and the minutes of the meetings of the members of the Association; he/she shall have charge of the corporate seal and of such books and papers as the Board of Directors may direct; and he/she shall, in general, perform all duties incident to the office of the Secretary. The Secretary, or, in the absence or disability of the Secretary, the Treasurer, shall sign the minutes upon approval. Any Co-owner shall be entitled to obtain a copy of the approved and signed minutes except minutes of executive sessions of the Board; the Association shall have the right to require advance payment of the reasonable cost of providing requested copies of minutes.

The Treasurer shall have responsibility for the Association funds and Section 7. Treasurer. securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall review and oversee payment of all invoices. The Treasurer shall monitor the reserve funds of the Association and consult with the Board as necessary concerning such funds. All decisions concerning reserve funds shall be made by the Board and shall not be delegated to any third party. Withdrawals from reserve funds shall be approved in advance by signature of at least one director if payable to the Association; if payable to any other party the signature of at least two directors shall be required. Reserve funds shall be used only for such purposes as are permitted under Michigan law. He/She shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositaries as may, from time to time, be designated by the Board of Directors. The Treasurer shall appoint a Budget Committee comprised of one or more Co-owners and Directors selected at the discretion of the Treasurer which shall consult with the Treasurer and the Board as to all budget matters; the Board shall have the sole responsibility to approve the budget.

Miscellaneous. The officers shall have such other duties, powers and responsibilities as Section 8. shall, from time to time, be authorized by the Board of Directors.

### ARTICLE XII

### **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 non-privileged Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Board of Directors 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 Board of Directors. The books of account shall be reviewed or audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does there need to be a certified audit. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefor. The cost of any such review or 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. Absent such determination by the Board of Directors, the fiscal year of the Association shall be the calendar year. The commencement date of the fiscal year shall be subject to change by the directors for accounting reasons or other good cause.

Section 3. Depositories. The funds of the Association may be invested from time to time in accounts or deposit certificates of such banks or credit unions as are insured by an agency of the federal government and may also be invested in interest-bearing obligations of the United States Government or in such other depositories as may be adequately insured in the discretion of the Board of Directors. The funds of the Association 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.

Section 4. Budget. The Board of Directors shall establish the annual budget of the Association and shall distribute a copy of same to the Co-owners on or before December 31 each year.

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### ARTICLE XIII

### <u>INDEMNIFICATION OF OFFICERS AND DIRECTORS;</u> DIRECTORS' AND OFFICERS' LIABILITY INSURANCE

Section 1. Indemnification of Directors and Officers. The Association shall indemnify any person who was or is party or is threatened to be made a party to a threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal, other than an action by or in the right of the Association, by reason of the fact that he or she is or was a Director, Officer, or employee of the Association, against expenses, including attorneys' fees, judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with the action, suit or proceeding, if the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association or its members, was not guilty of willful and wanton misconduct or gross negligence and, with respect to a criminal action or proceeding, if the person had no reasonable cause to believe his or her conduct was unlawful. The termination of an action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, does not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Association or its members and, with respect to a criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful or was not guilty of willful and wanton misconduct or gross negligence; provided, however, that, in the event of any claim for reimbursement or indemnification hereunder based upon settlement by the Director, Officer or other person seeking such reimbursement or indemnification, the indemnification provided for herein shall apply only if the Board of Directors (with the person seeking reimbursement or indemnification abstaining) approves such settlement and reimbursement or indemnification as being in the best interest of the Association. The foregoing right of reimbursement or indemnification shall be in addition to and not exclusive of other rights to which such Director, Officer or other person may be entitled. At least ten days prior to payment of any reimbursement or indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof.

The Association shall indemnify any person who was or is party or is threatened to be made a party to a threatened, pending or completed action or suit in the right of the Association to procure a judgment in its favor by reason of the fact that he or she is or was a Director, Officer, or employee of the Association, against expenses, including attorneys' fees and amounts paid in settlement actually and reasonably incurred by him or her in connection with the action or suit, if the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association or its members and was not guilty of willful and wanton misconduct or gross negligence. Indemnification shall not be made for a claim, issue or matter in which the person has been found to be liable to the Association except as provided in Section 564c of the Business Corporation Act.

Section 2. <u>Directors' and Officers' Liability Insurance</u>. Whether or not the Association would have the power to indemnify the persons under Sections 561 and 562 of the Nonprofit Corporation Act, the Association shall provide directors and officers liability insurance for every director and every officer of the Association for the same purposes provided above in Section 1 and in such amounts as may reasonably insure against potential liability arising out of the performance of their respective duties. No director or officer shall collect for the same expense or liability under Section 1 above and under this Section 2; however, to the extent that the liability insurance provided herein to a director or officer was not waived by such director or officer and is inadequate to pay any expenses or liabilities otherwise properly indemnifiable under the terms hereof, a director or officer shall be reimbursed or indemnified only for such excess amounts under Section 1 hereof.

### ARTICLE XIV

### **AMENDMENTS**

- Section 1. <u>Proposal</u>. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the directors or by one-third (1/3) or more in number of the Co-owners or by an instrument in writing signed by them.
- Section 2. <u>Meeting</u>. 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. <u>Voting</u>. These Bylaws may be amended by the Co-owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than sixty-seven (67%) percent of all Co-owners, in number and in value and fifty-one percent (51%) of the eligible holders of first mortgages for material amendments which establish, provide for, govern or regulate any of the following:
  - (a) Voting;
  - (b) Assessments, assessment liens or subordination of such liens;
  - (c) Reserves for maintenance, repair and replacement of the common elements;
  - (d) Insurance or fidelity bonds;
  - (e) Rights to use of the common elements;
  - (f) Responsibility for maintenance and repair of the several portions of the condominium:
  - (g) Expansion or contraction of the condominium or the addition, annexation or withdrawal of property to or from the condominium;
  - (h) Boundaries of any unit;
  - (i) The interests in the general or limited common elements;
  - (i) Convertibility of units into common elements or of common elements into units;
  - (k) Leasing of units;
  - (l) Imposition of any right of first refusal or similar restriction on the right of a unit owner to sell, transfer or otherwise convey his or her unit in the condominium;
  - (m) Establishment of self-management by the condominium association where professional management has been required by any of the agencies or corporations.
- Section 4. When Effective. Any amendment to these Bylaws shall become effective upon recording of such amendment in the office of the Register of Deeds.
- Section 5. <u>Binding</u>. A copy of each amendment to these 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 Condominium irrespective of whether such persons actually receive a copy of the amendment.

### ARTICLE XV

### **COMPLIANCE**

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

### **ARTICLE XVI**

### **DEFINITIONS**

All terms used herein shall have the same meaning as set forth in the Consolidating Master Deed to which these Bylaws are attached as an Exhibit or as set forth in the Act. Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where the same would be appropriate.

### **ARTICLE XVII**

### **REMEDIES FOR DEFAULT**

Section 1. <u>Relief Available</u>. Any default by a Co-owner shall entitle the Association or another Co-owner or Co-owners to the following relief:

- (a) <u>Legal Action</u>. Failure to comply with any of the terms and provisions of the Condominium Documents or the Act, including any of the rules and regulations promulgated by the Board of Directors of the Association hereunder, shall be grounds for relief, which may include without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.
- (b) Recovery of Costs. In the event of a default of the Condominium Documents by a Co-owner and/or non-Co-owner resident or guest, the Association shall be entitled to recover from the Co-owner and/or non-Co-owner resident or guest, the pre-litigation costs and attorney fees incurred in obtaining their compliance with the Condominium Documents. In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney 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 fees. The Association, if successful, shall also be entitled to recoup the costs and attorney's fees incurred in defending any claim, counterclaim or other matter from the Co-owner asserting the claim, counterclaim or other matter.
- (c) <u>Removal and Abatement</u>. The violation of any of the provisions of the Condominium Documents, including the rules and regulations promulgated by the Board of Directors of the Association hereunder, shall also give the Association, or its duly authorized agents, the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or into any Unit, where

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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; provided, however, that judicial proceedings shall he instituted before items of construction are altered or demolished pursuant to this subsection. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

Occuments, including any of the rules and regulations promulgated by the Board of Directors of the Association hereunder, by any Co-owner, in addition to the rights set forth above, shall be grounds for assessment by the Association of a monetary fine for such violation. No fine may be assessed unless the rules and regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-owners in the same manner as prescribed in Article VI, Section 10 of these Bylaws. Thereafter, fines may be assessed only upon notice to the offending Co-owner and an opportunity for such Co-owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. Upon finding a violation has occurred after an opportunity for hearing has been provided, the Board of Directors may levy a fine in such amount as it, in its discretion, deems appropriate, and as is set forth in the rules and regulations establishing the fine procedure.

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

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

### ARTICLE XVIII

### **SEVERABILITY**

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

## EXHIBIT "B" TO THE CONSOLIDATED MASTER DEED FOR: OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN No. 508

# CITY OF FARMINGTON HILLS, OAKLAND COUNTY, MICHIGAN RIVER PINES OF FARMINGTON CONDOMINIUM

### INDEX OF DRAWINGS:

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### LEGAL DESCRIPTION:

PART OF THE NORTHWEST 1/4 OF SECTION 33 AND ALSO PART OF THE NORTHEAST 1/4 OF SECTION 32, T. 1 N., R. & E., CITY OF FARMINGTON MILLS, DAKLAND COUNTY, MICHIGAN DESCRIBED AS:

BEGINNING AT A POINT DISTANT S. 00°09'24" E. MEASURED (S. 00°10'04" E. RECOPD) 80.00 FEET ALONG THE WEST LINE OF SAID SECTION 32 AND EAST LINE OF SAID SECTION 32 AND THE ALONG THE SAID SECTION 32 THENCE SAID SECTION 32; THENCE SAID SECTION 32; THENCE SAID SECTION 32; THENCE FROM SAID POINT OF BEGINNING N. 89°35'0" E. 192.67 FEET ALONG THE SOUTH 80 FOOT RIGHT-0F-WAY LINE OF NINE MILE ROAD; THENCE N. 00°10'04" E. 540.00 FEET; THENCE C. 89°35'0" E. 197.65 FEET; THENCE S. 00°03'0" E. 1260.27 FEET; THENCE N. 89°35'1" E. 297.62 FEET; THENCE S. 00°03'0" E. 1260.27 FEET; THENCE N. 89°31'1" E. 923.62 FEET; THENCE S. 00°03'0" E. 1260.27 FEET; THENCE N. 89°31'1" E. 923.62 FEET; THENCE S. 00°03'0" L. 1260.27 FEET; THENCE N. 89°31'1" E. 923.62 FEET; THENCE S. 00°03'0" L. 1260.27 FEET; THENCE N. 89°31'1" E. 923.62 FEET; THENCE S. 00°03'0" L. 1260.27 FEET; THENCE N. 00°03'0" N. 100°10'0" N. 45.15 FEET AND IL 128ER 62, PAGE 42, OAKLAND COUNTY RECORDS S. 74°38'4" W. 45.15 FEET AND S. 89°56'1" N. 250.00 FEET AND S. 10°59'3" N. 97.71 THENCE N. 10°03'0 N. 10°10'0" N. 40.15 FEET AND N. 10°10'0" N. 10°10'N. 10°10'N. 10°10'N. 1

### SURVEYOR & PREPARER:

ZEIMET/WOZNIAK & ASSOCIATES, INC 55800 GRAND RIVER AVE., SUITE 100 NEW HUDSON, MICHIGAN 48165

### DEVELOPER:

6230 ORCHARD LAKE ROAD, SUITE 200 CONDOMINIUM ASSOCIATION RIVER PINES OF FARMINGTON WEST BLOOMFIELD, MI 48322



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TYPICAL BASEMENT PLAN FOR UNIT TYPE "C-2" (UNIT 95, 123, 124)
TYPICAL FIRST FLOOR PLAN FOR UNIT TYPE "C-2" (UNIT 95, 123, 124)
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TYPICAL BASEMENT PLAN FOR UNIT TYPE "A.2" & "A.4" (UNITS 94, 97, 100, 101, 102, 105, 106, 109, 111, 114, 115, 118, 121, 125, 130, 137, 138, 141, 147, 151, 180, 187, 193, 195, 200, 203, 204, 207, 208, 216, 220, 221, 224, 229, 235, 238, 239, 242, 243, 246, 247, 250, 251, 254, 257, 264, 273, 278, 281, 284, 287, 290, 291, 294, 295, 298, 299, 302, 306, 309, 317, 320, 326, 329, 330, 334, 337, 338, 341, 342, 345, 346, 348, 351, 352, 355)

TYPICAL FIRST FLOOR PLAN FOR UNIT TYPE "A-2 & "A-4" (UNITS SAME AS SHEET 21)

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### 26 NDEX OF DRAWINGS: TYPICAL BASEMENT & FIRST FLOOR PLAN FOR UNIT TYPE "C2-1" (UNITS 98, 99, 103, 104, 112, 113, 116, 117, 120, 135, 136) PERIMETER PLAN FOR BUILDINGS 103, 106, 154, 157 (UNITS 97 THRU 100, 102 THRU 105, 111 THRU 114, 115 THRU 118) TYPICAL BASEMENT & FIRST FLOOR FIRST FLOOR PLAN FOR UNIT TYPE "C-3" (UNITS 107, 108, 131, 139, 143, 144, 145, 148, 149, 152, 153, 158, 162, 163, 167, 171, 179, 181, 182, 190, 194, 197, 202, 206, 210, 215, 218, 222, 227, 232, 234, 236, 237, 240, 244, 248, 253, 258, 262, 263, 265, 269, 272, 274, 276, 277, 279, 282, 285, 286, 286, 292, 296, 300, 303, 307, 311, 315, 316, 319, 321, 322, 323, 324, TYPICAL FIRST FLOOR PLAN FOR UNIT TYPE "E" (UNITS SAME AS SHEET 29) TYPICAL BASEMENT PLAN FOR UNIT TYPE "E" (UNITS 87, 119, 127 THRU 129, 133, 150 155, 156, 159, 160, 166, 169, 173, 185, 189, 192, 199, 217; (12) TYPICAL CROSS SECTION FOR UNIT TYPE "C-3" (UNITS SAME AS SHEET PERIMETER PLAN FOR BUILDING 130 (UNITS 147, 148, 148, 150) PERIMETER PLAN FOR BUILDING 156 (UNITS 106, 107, 108, 109) PERIMETER PLAN FOR BUILDING 68 (UNITS 151, 152, 153, 154) TYPICAL SECOND FLOOR & CROSS SECTION FOR UNIT TYPE "D-3" (UNIT 142 ONLY ) TYPICAL BASEMENT & FIRST FLOOR FIRST FLOOR PLAN FOR UNIT TYPE 'D-3' (UNIT 142 ONLY) TYPICAL BASEMENT & FIRST FLOOR FIRST FLOOR PLAN FOR UNIT TYPE 'D-2" (UNITS 122, 126, 134, 154, 161, 165, 170, 177, 211, 212, 214, 228) TYPICAL SECOND FLOOR PLAN & CROSS SECTION FOR UNIT TYPE 'D-2" (UNITS SAME AS SHEET 33) PERIMETER PLAN FOR BUILDING 155 (UNITS 134, 135, 136, 137) TYPICAL CROSS SECTION FOR UNIT TYPE "E" (UNITS SAME AS SHEET 29) TYPICAL CROSS SECTION FOR UNIT TYPE "E-2" (UNIT 157) TYPICAL BASEMENT & FIRST FLOOR PLAN FOR UNIT TYPE "E-2" (UNIT 157) NTENTIONALLY DELETED 328, 332, 336, 340, 344, 347, 350, 354) 225, 230, 233, 261, 267, 268, 271, 304, 310, 313, 314, 325, 333)

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PERIMETER PLAN FOR BUILDING 117 (UNITS 212, 213, 214)

PERIMETER PLAN FOR BUILDING 153 (UNITS 225, 226, 227, 228)

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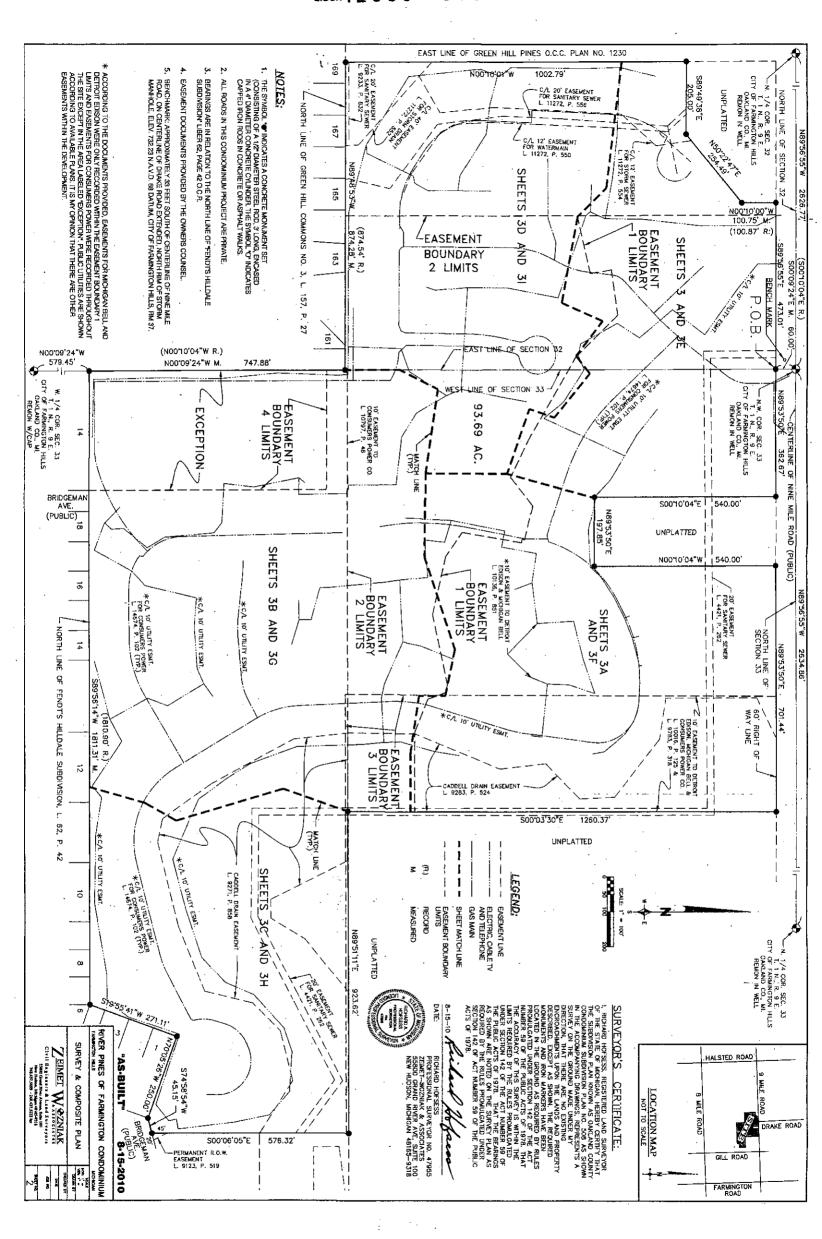
Perimeter Plan for Buildings 27, 63, 65, 145 (UNITS 166 THRU 169, 230 THRU 233, 268 THRU 271, 310 THRU 313)

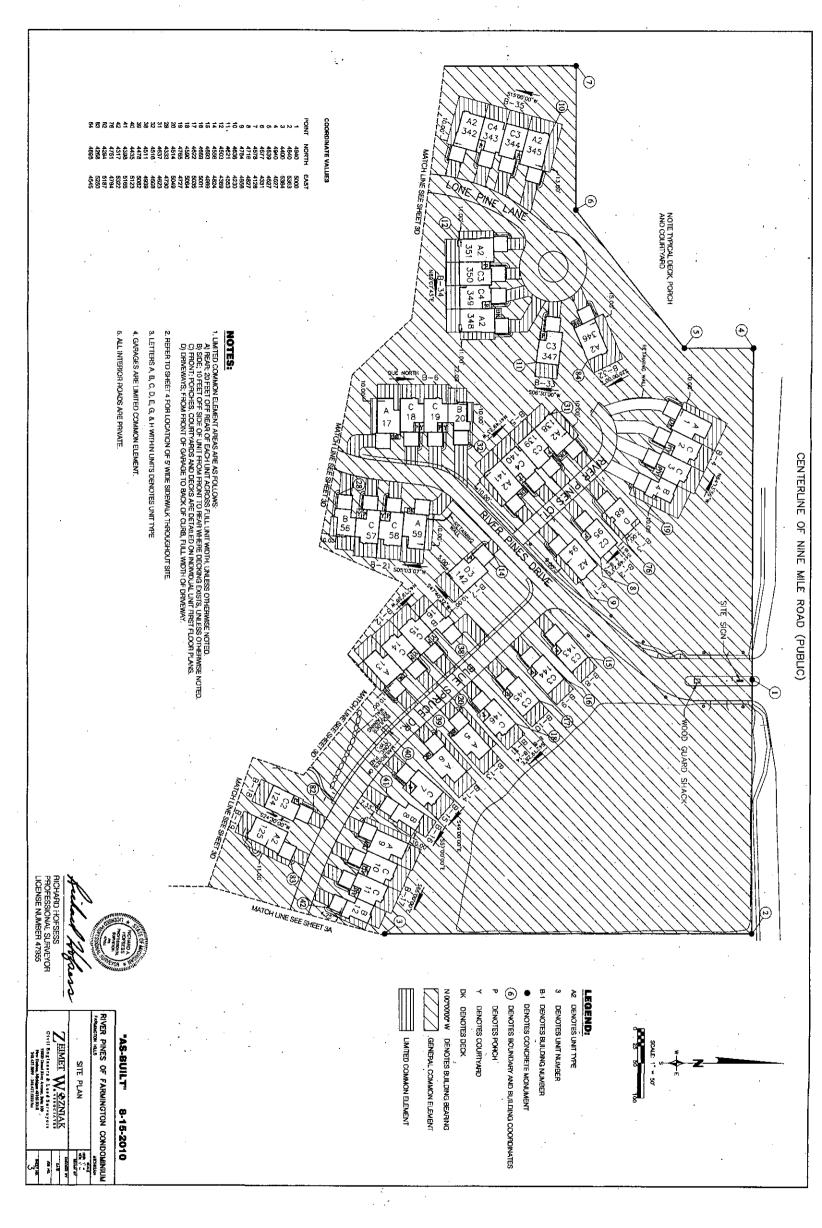
AN FOR BUILDINGS 38, 40, 151 (UNITS 217 THRU 220, 314 THRU 317, 330 THRU 333)

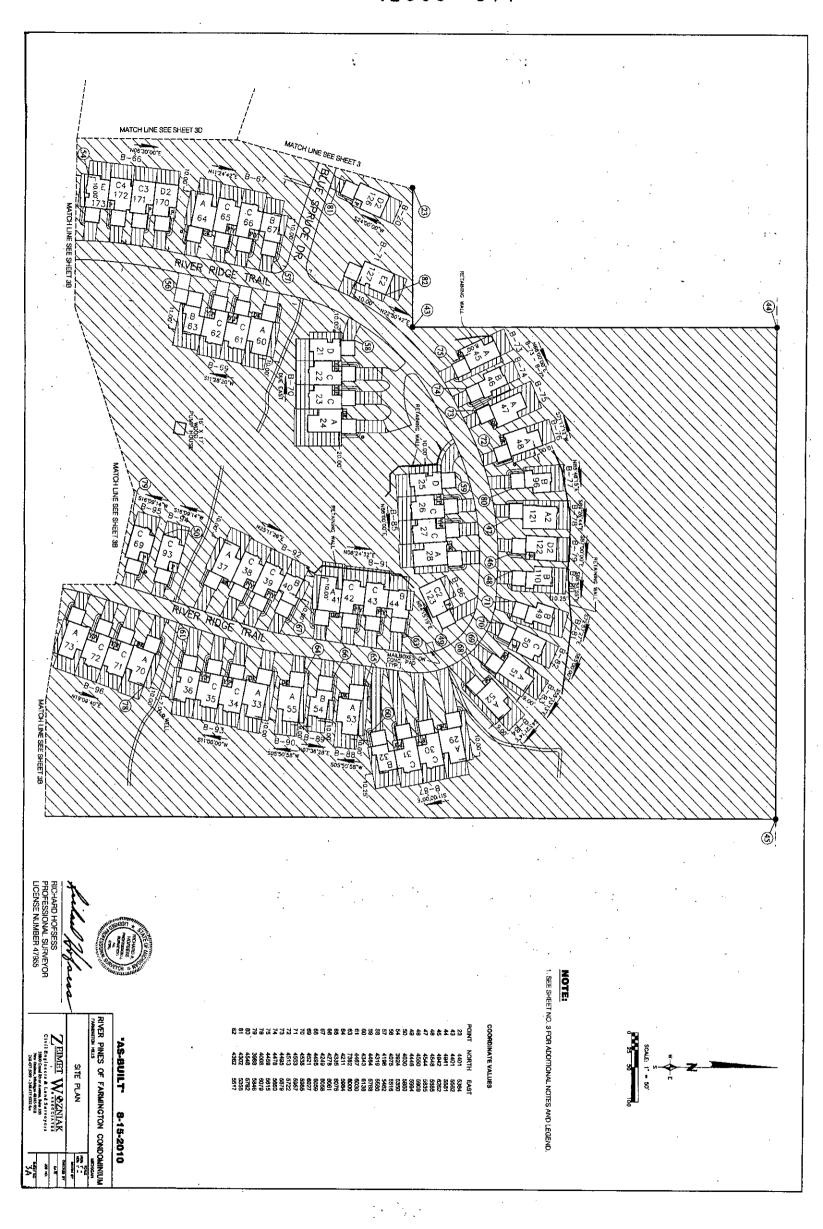
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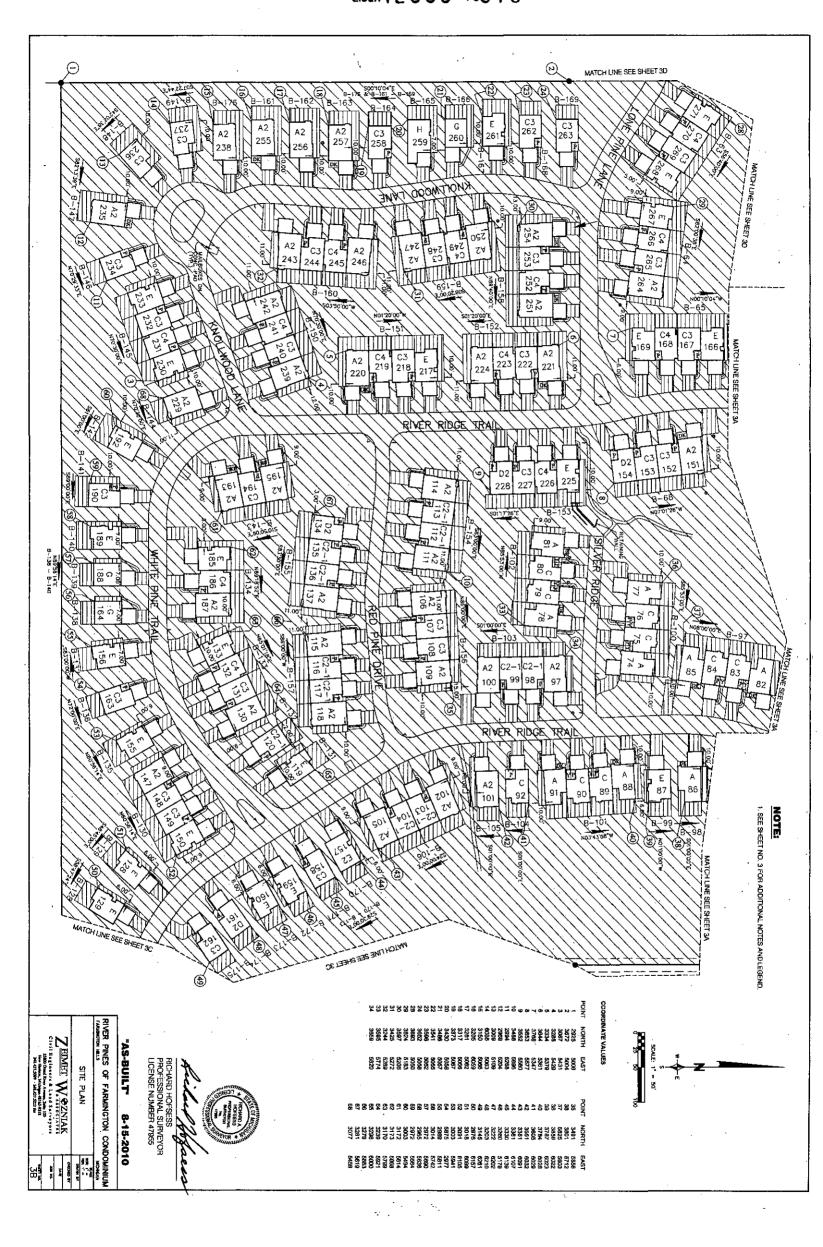
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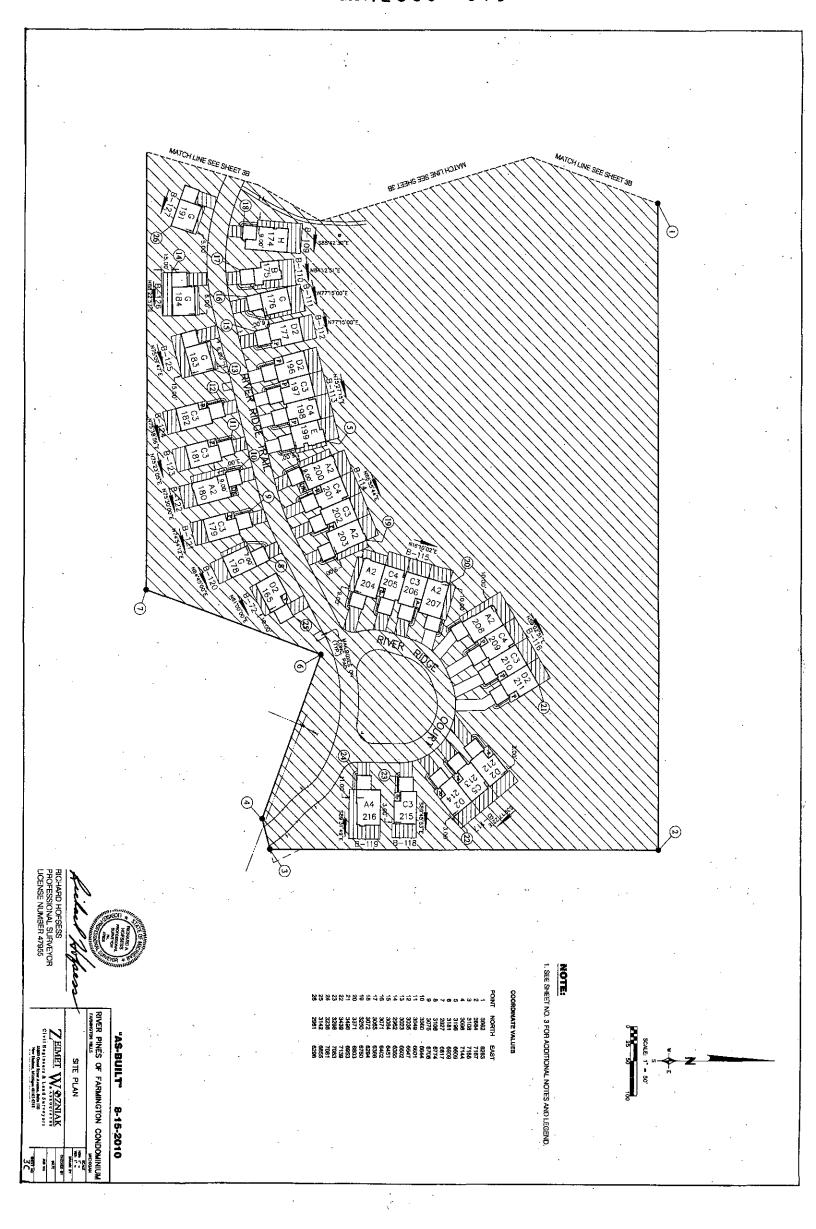
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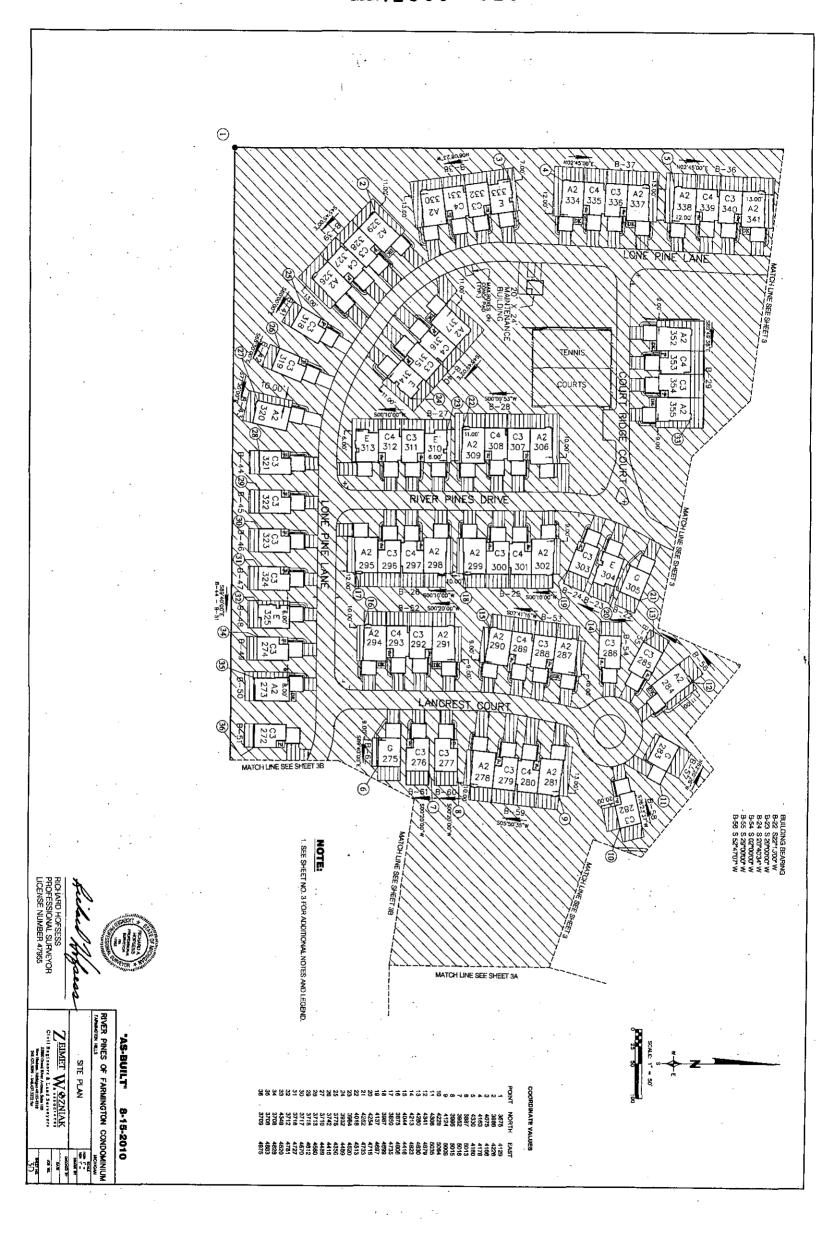


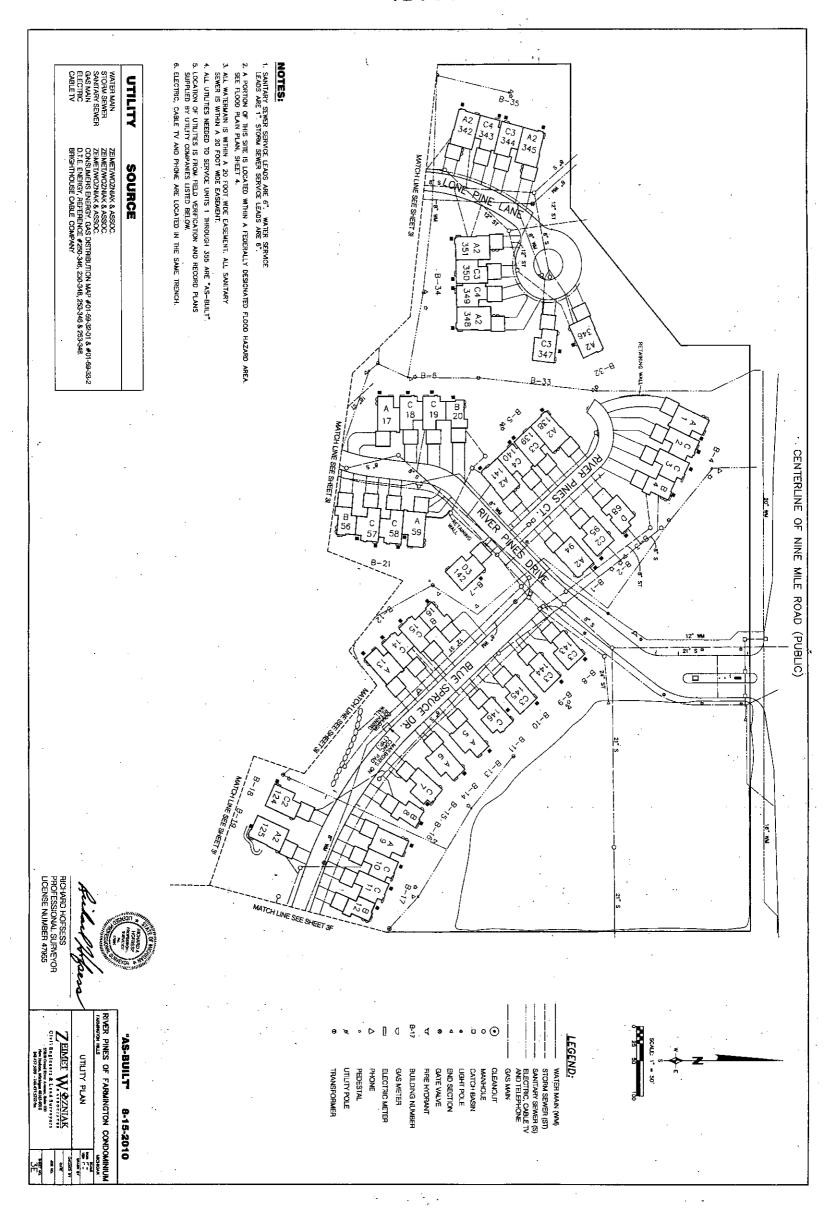


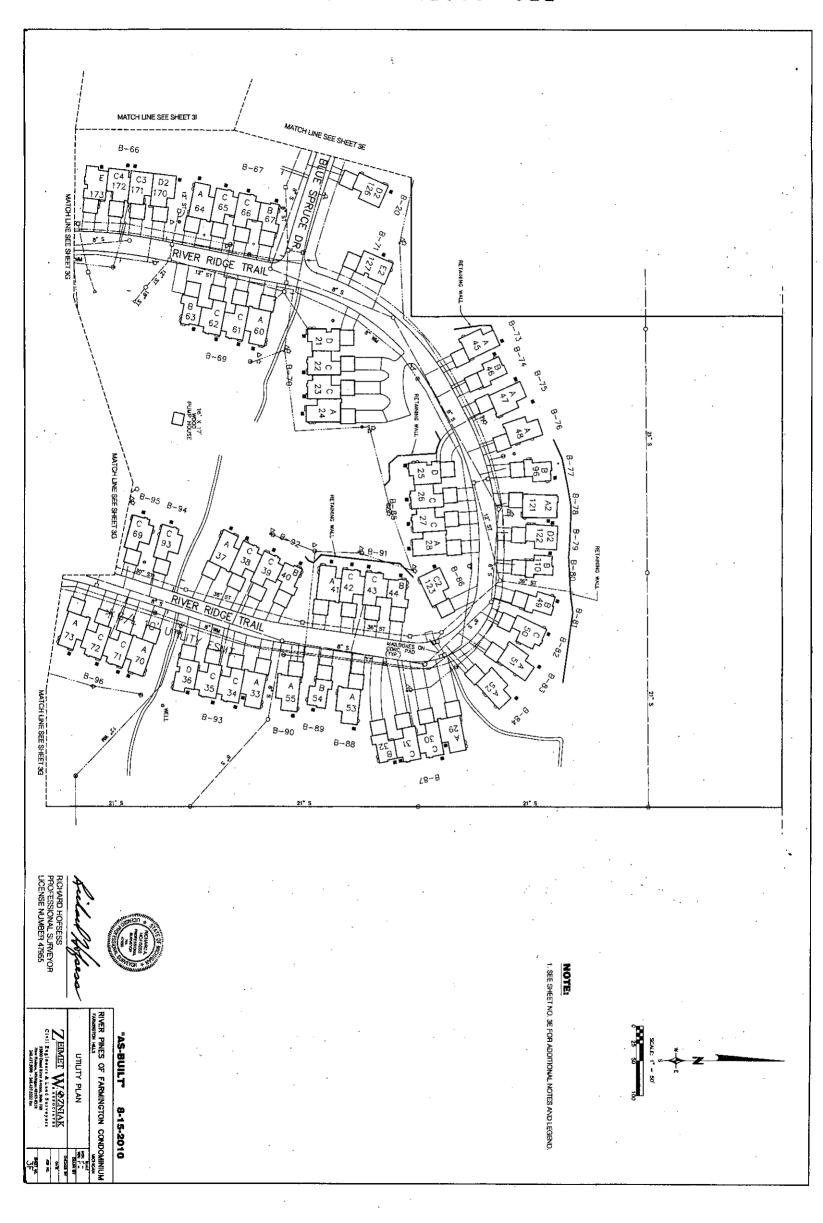


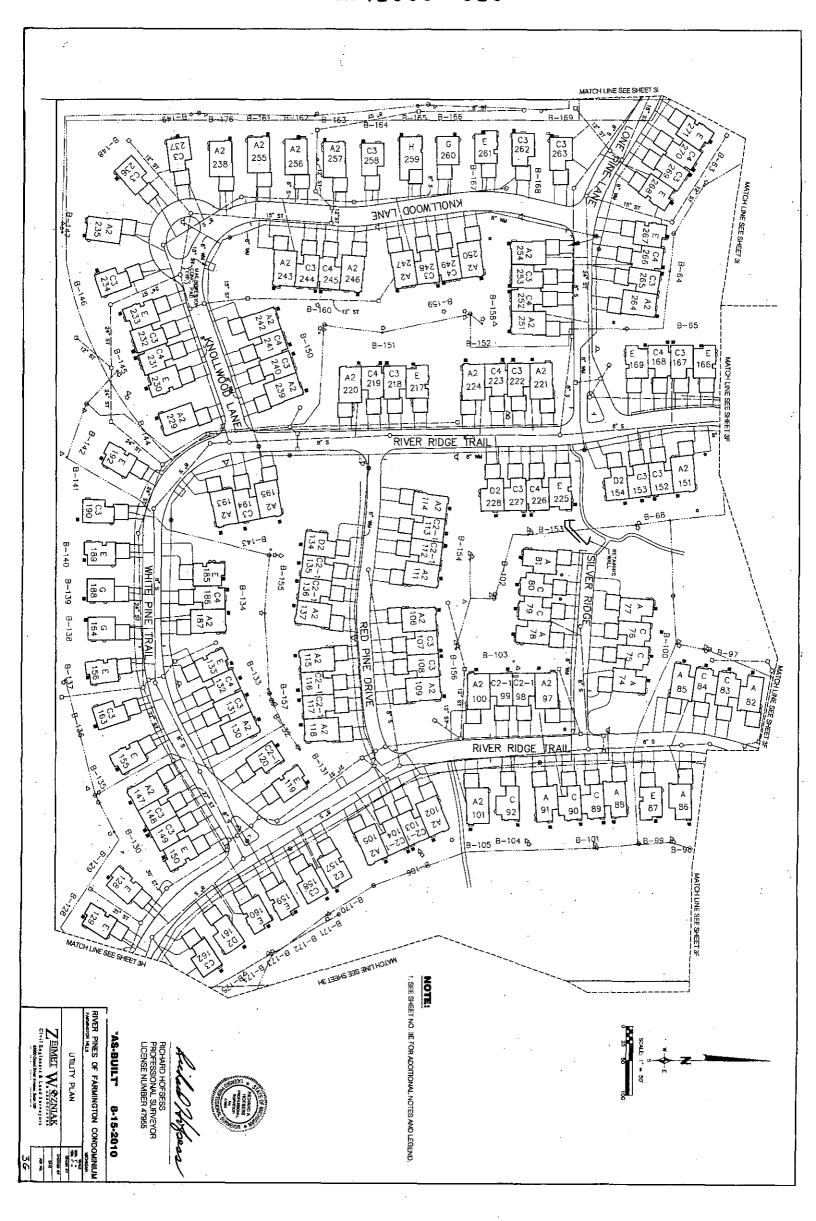


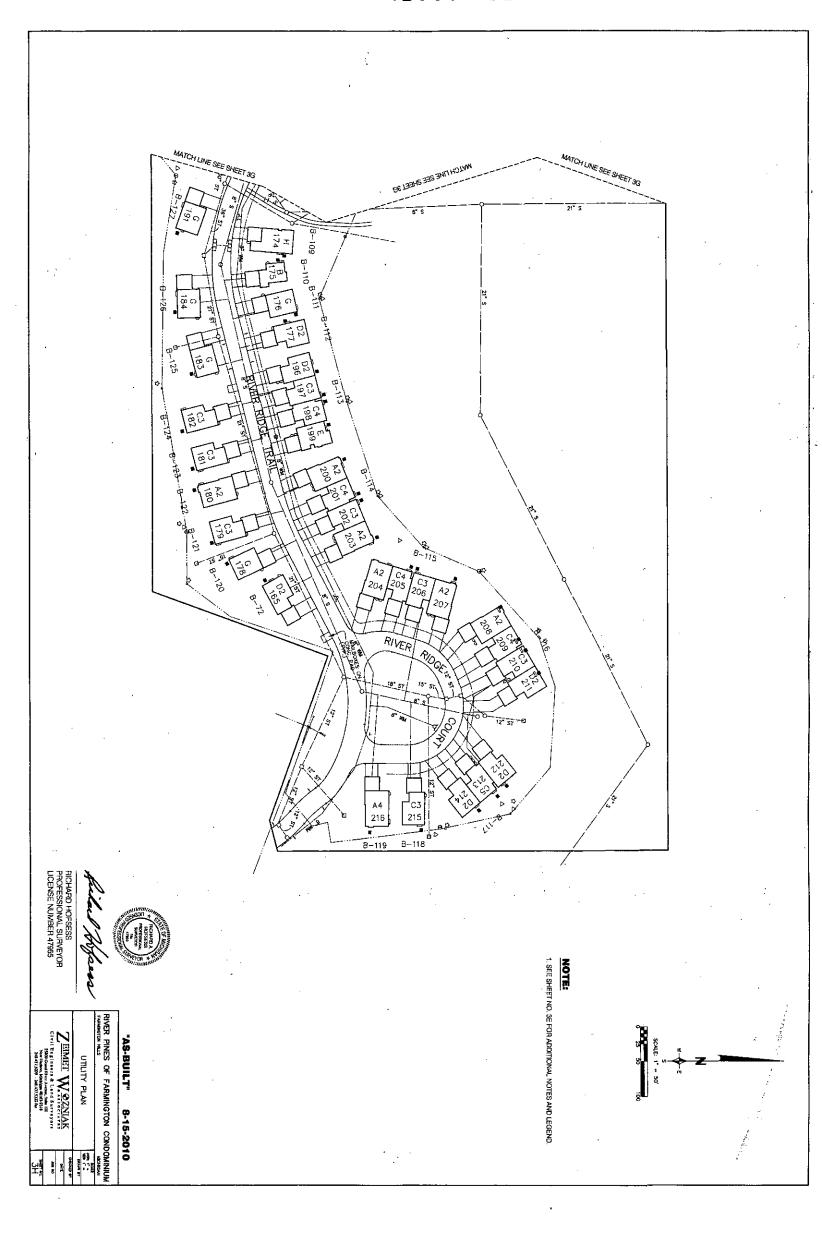


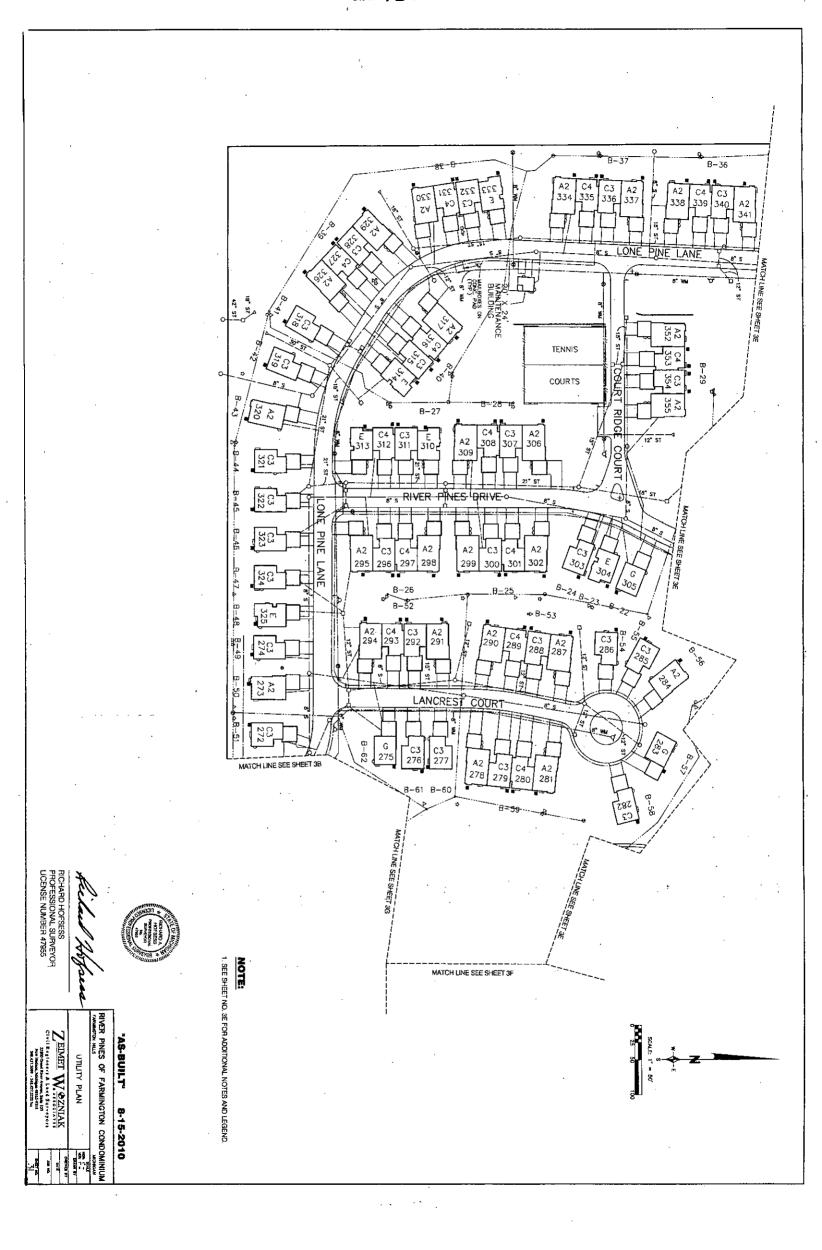


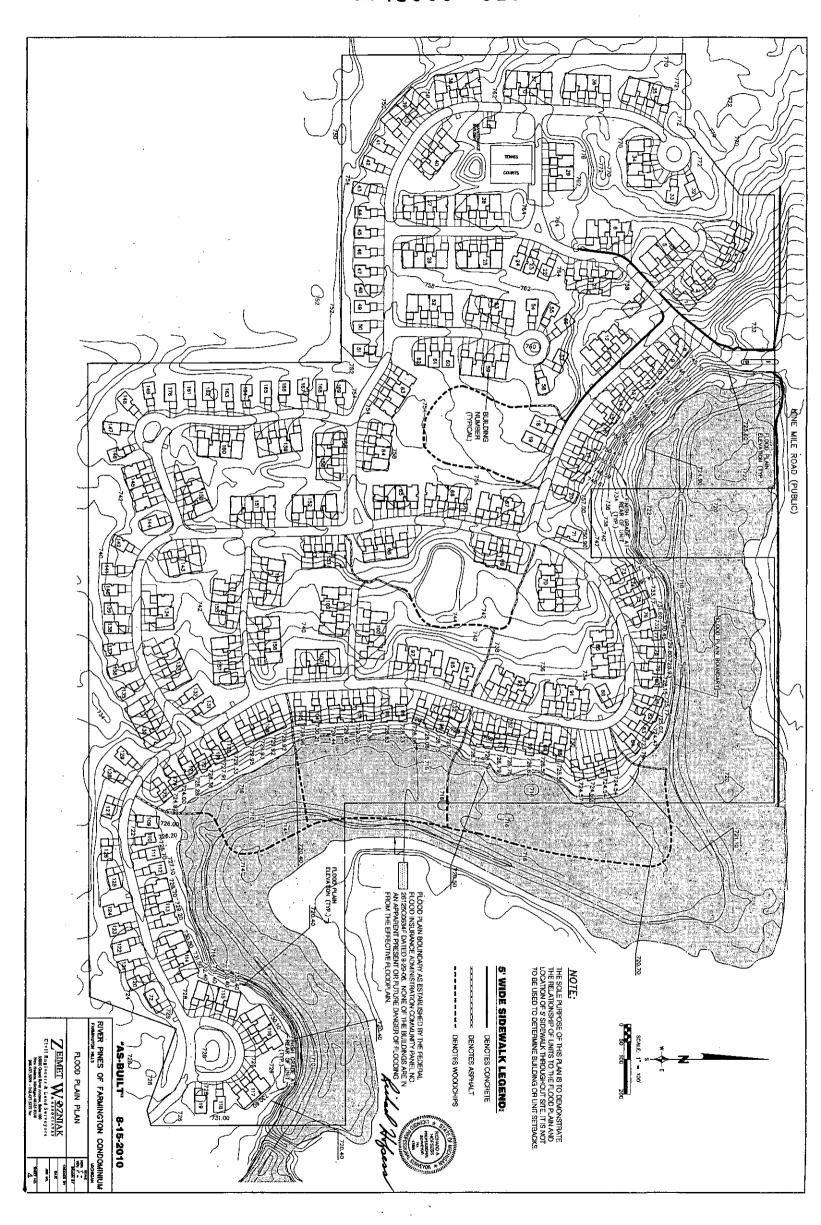


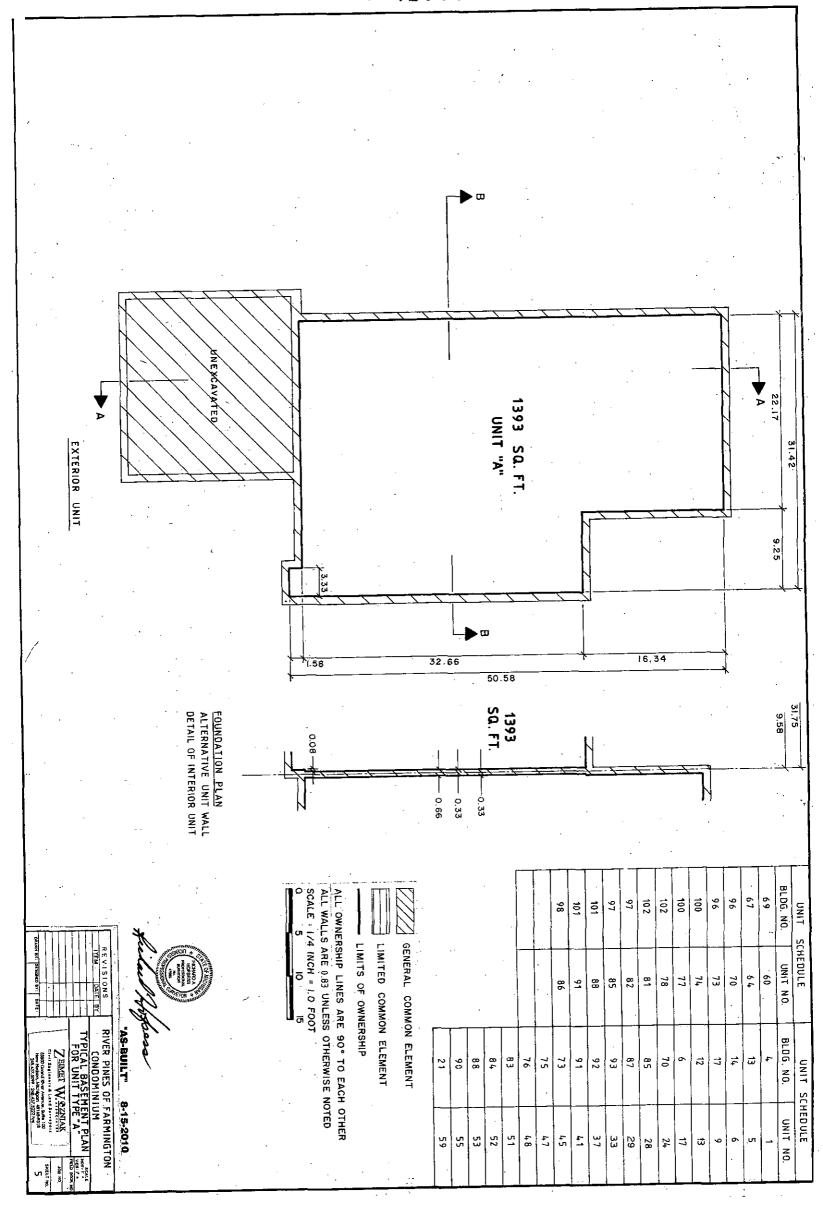


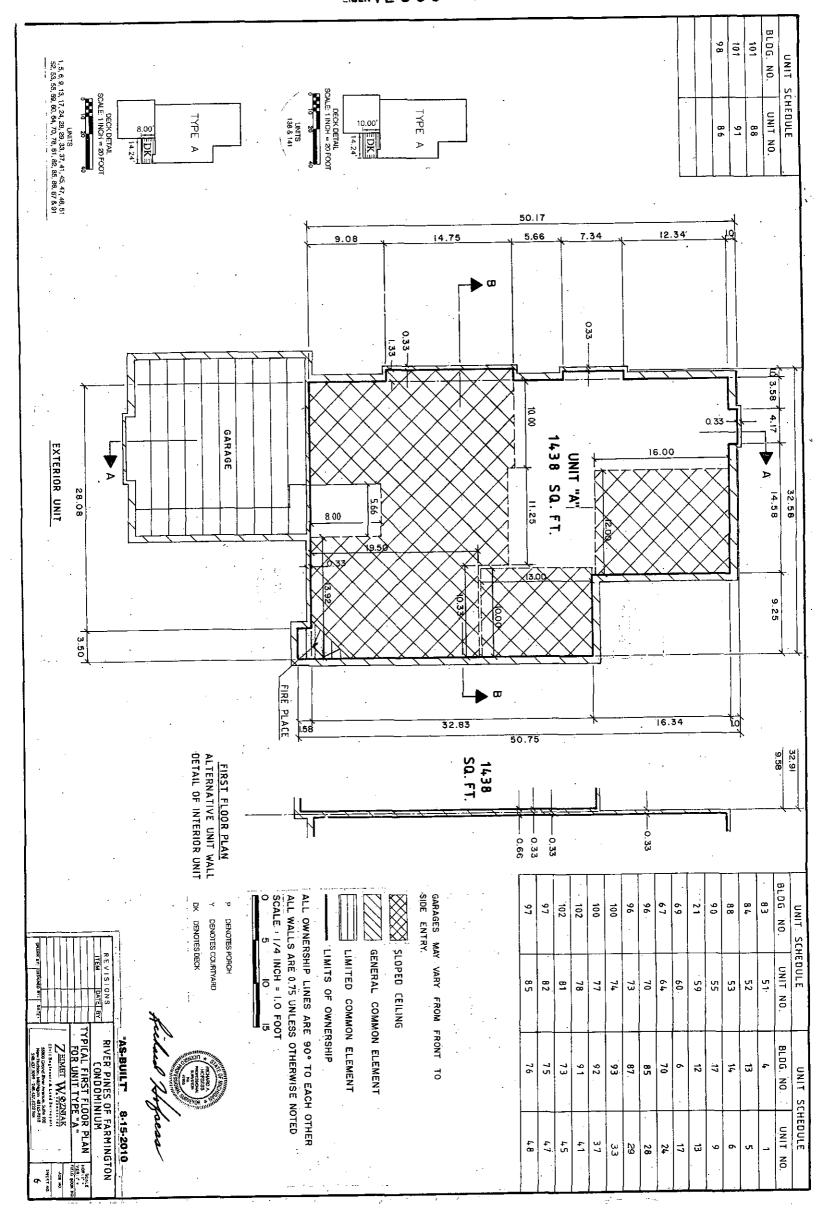


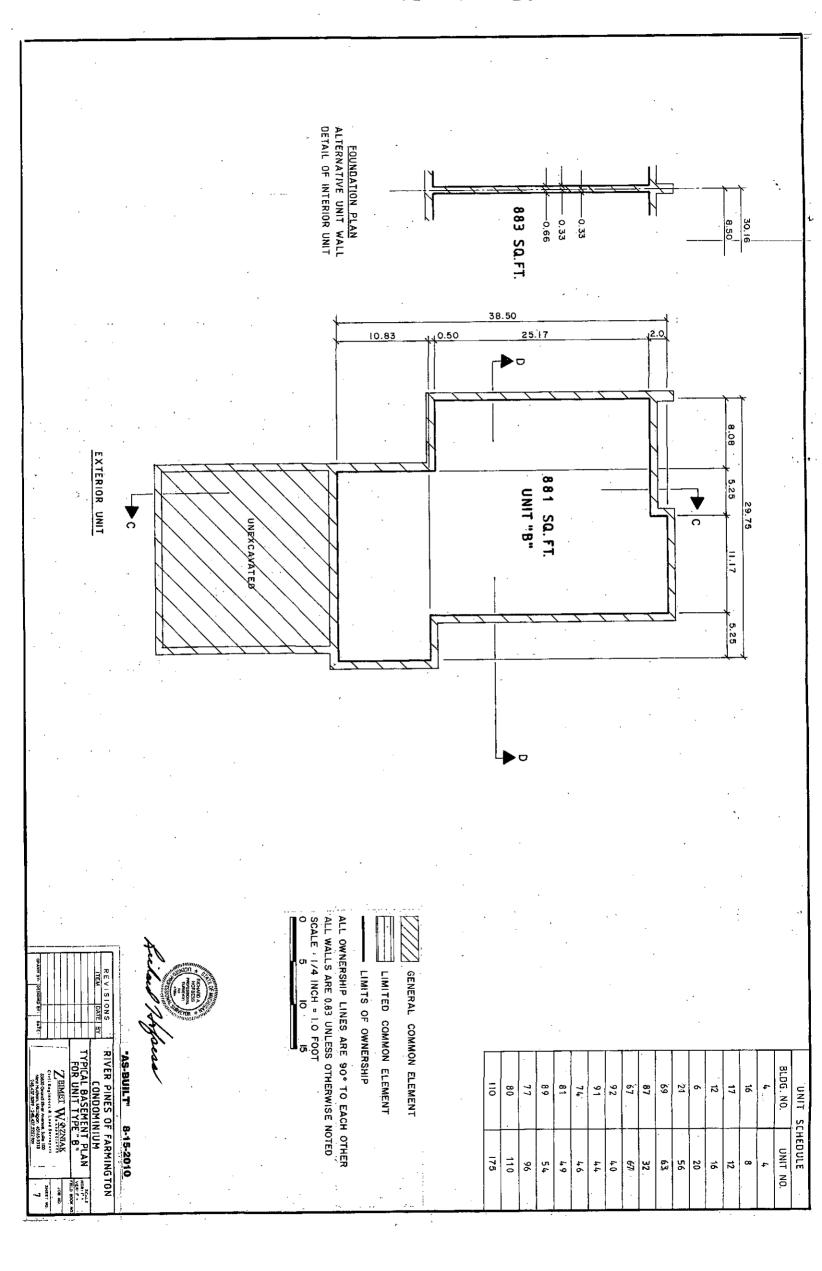


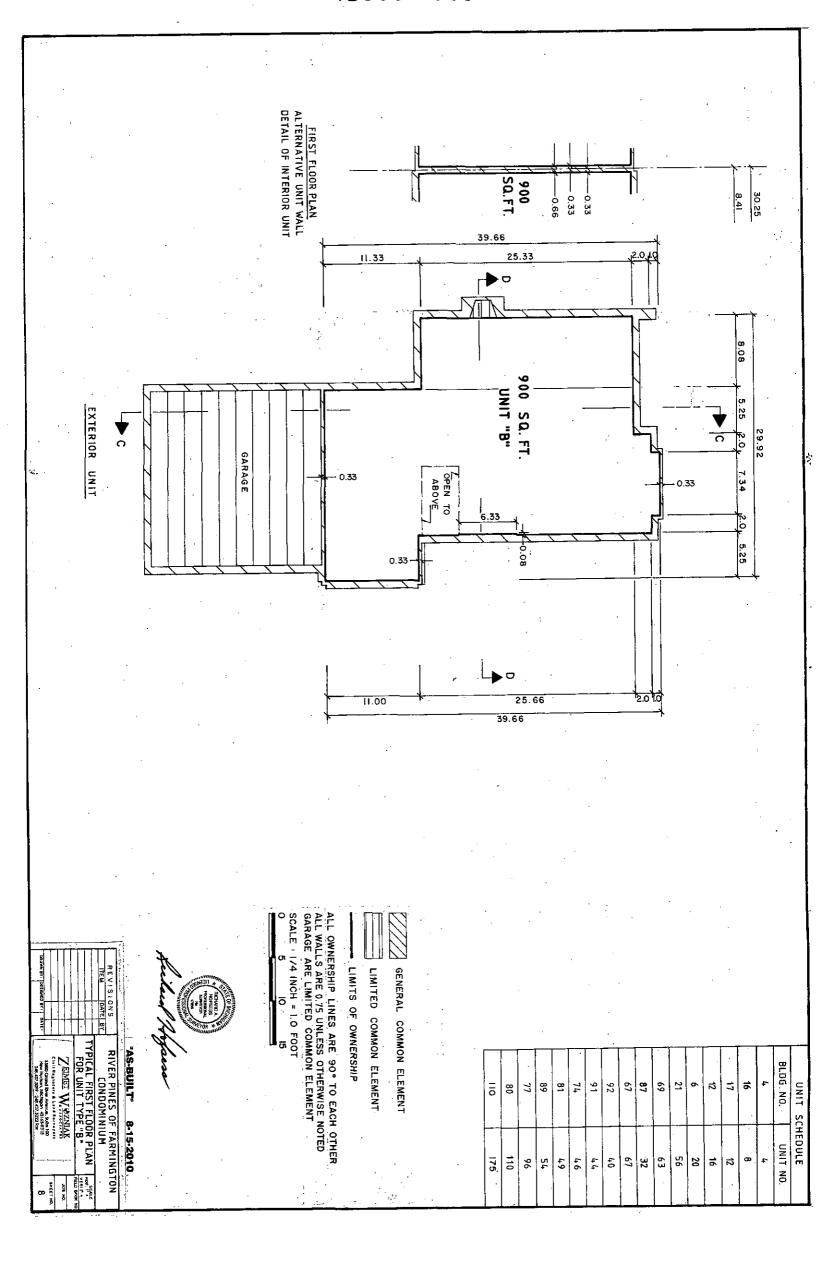


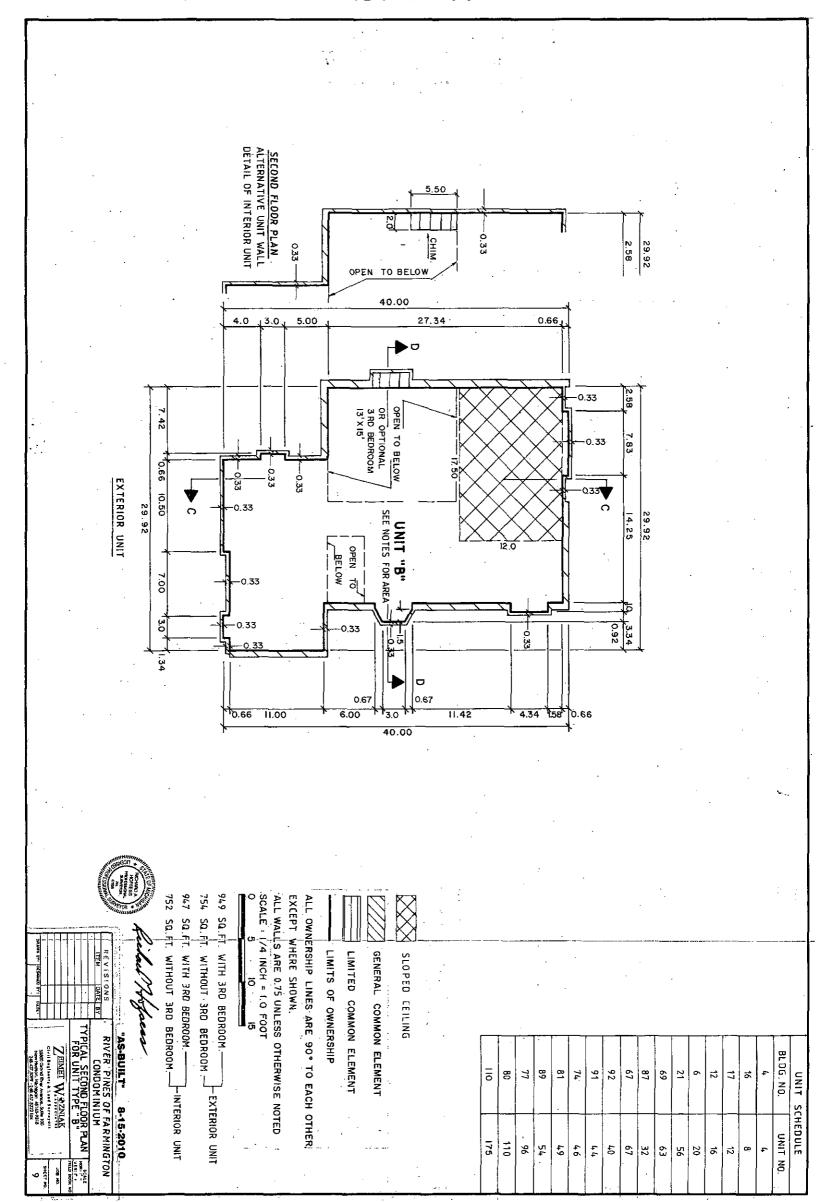


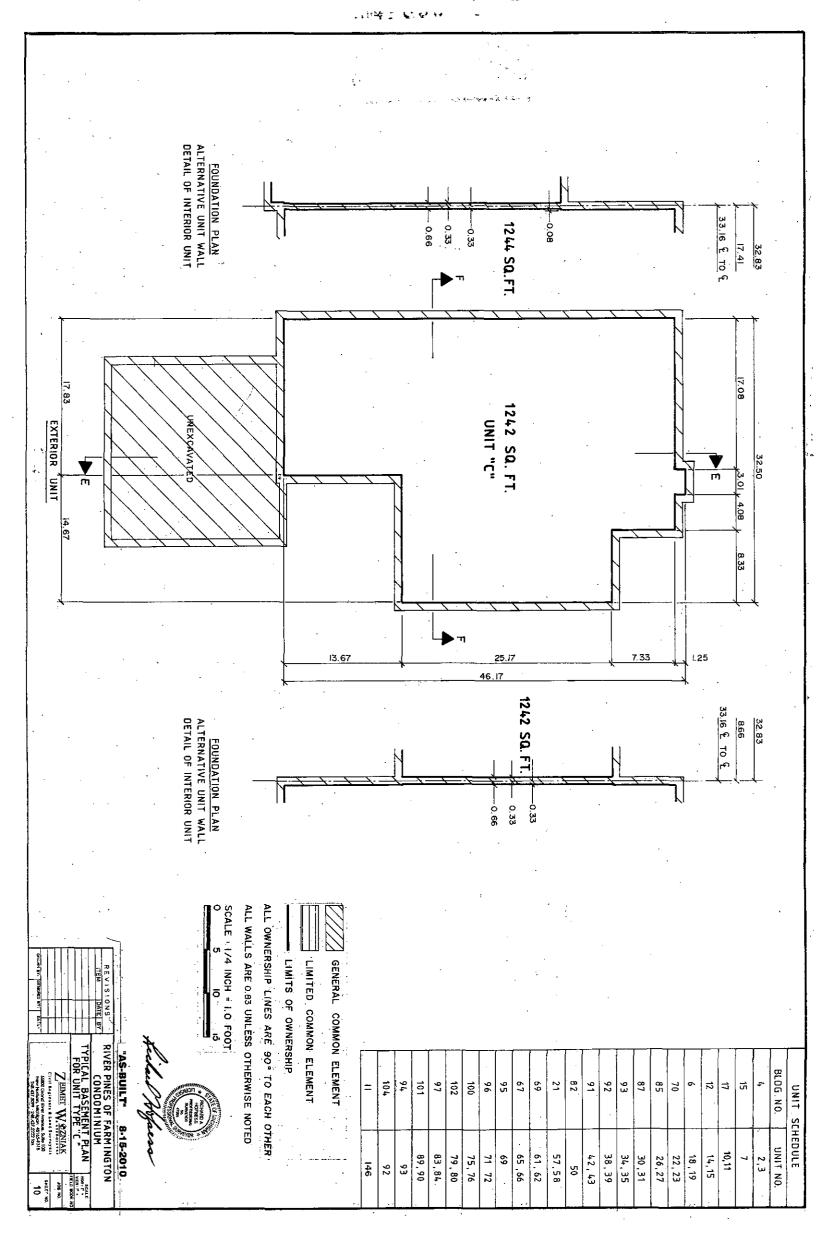


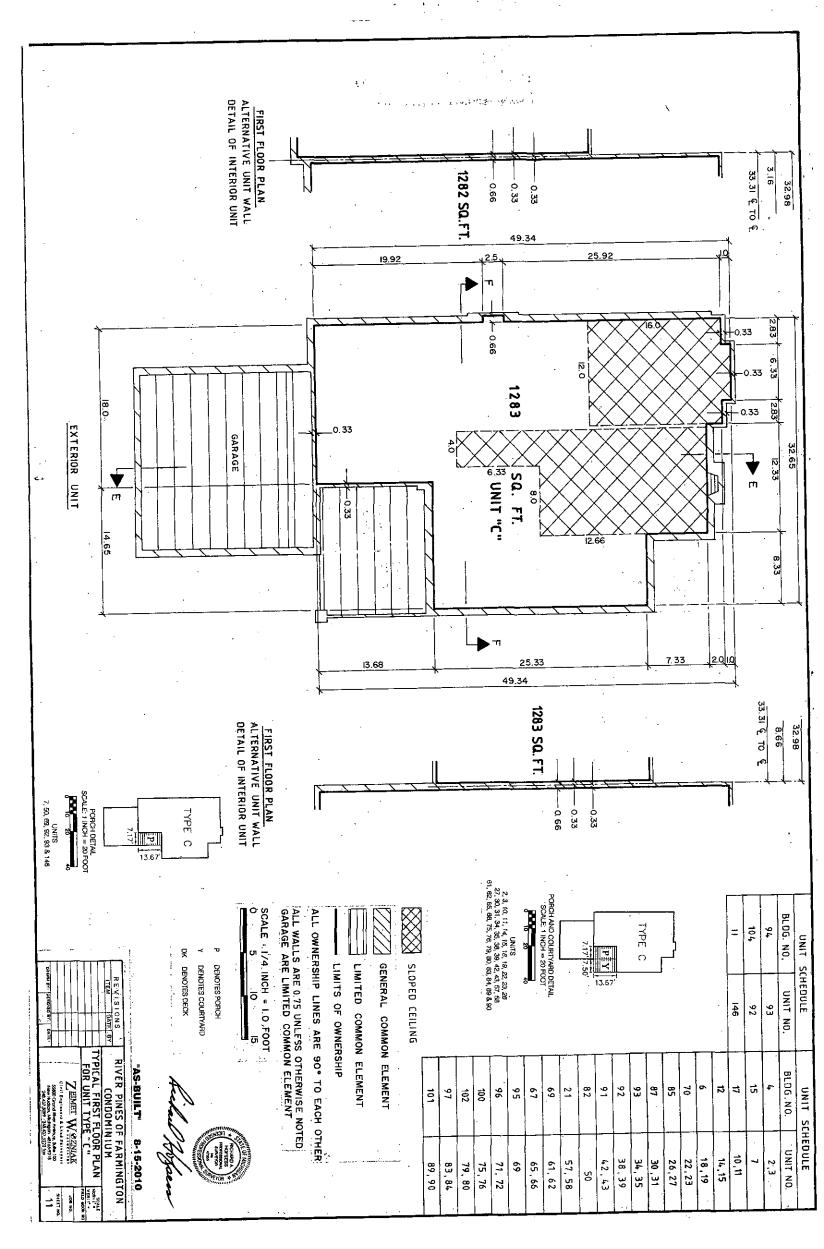


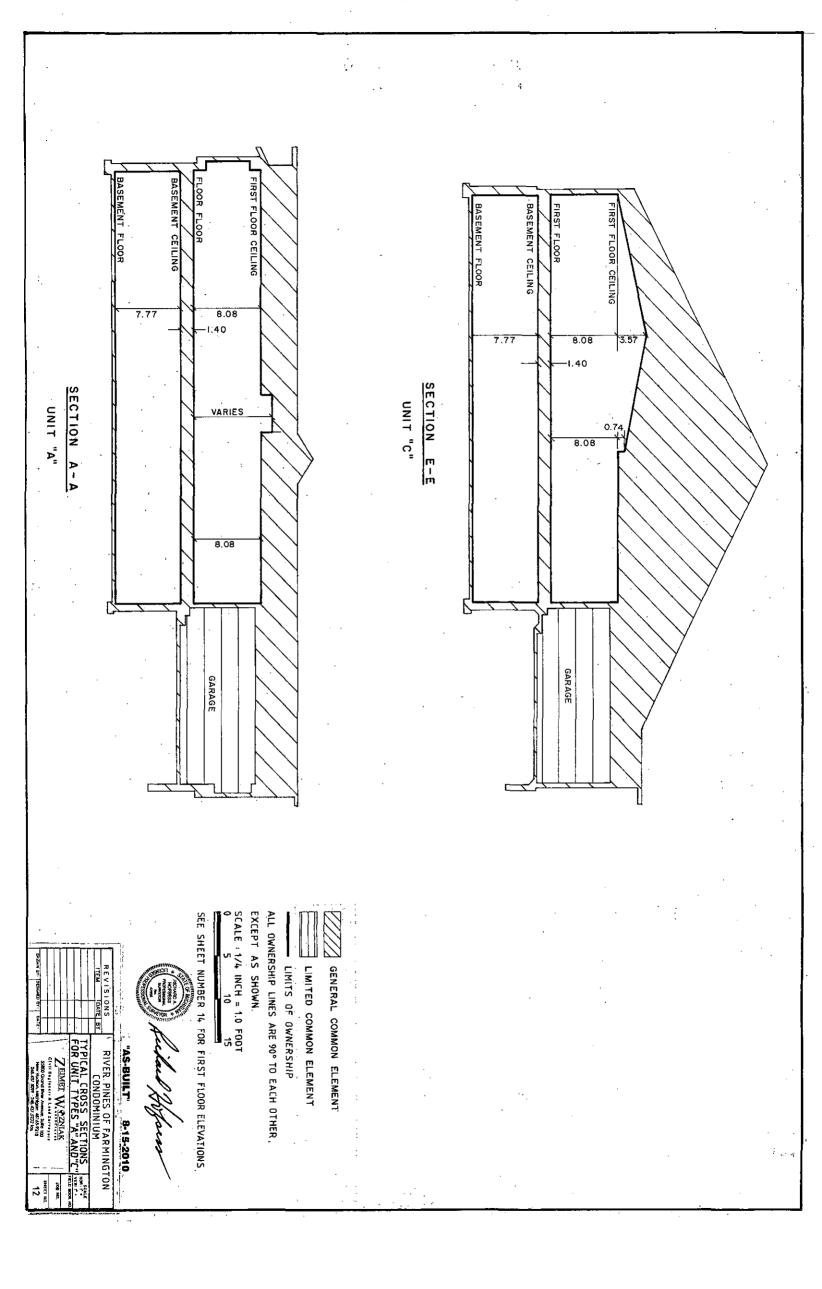


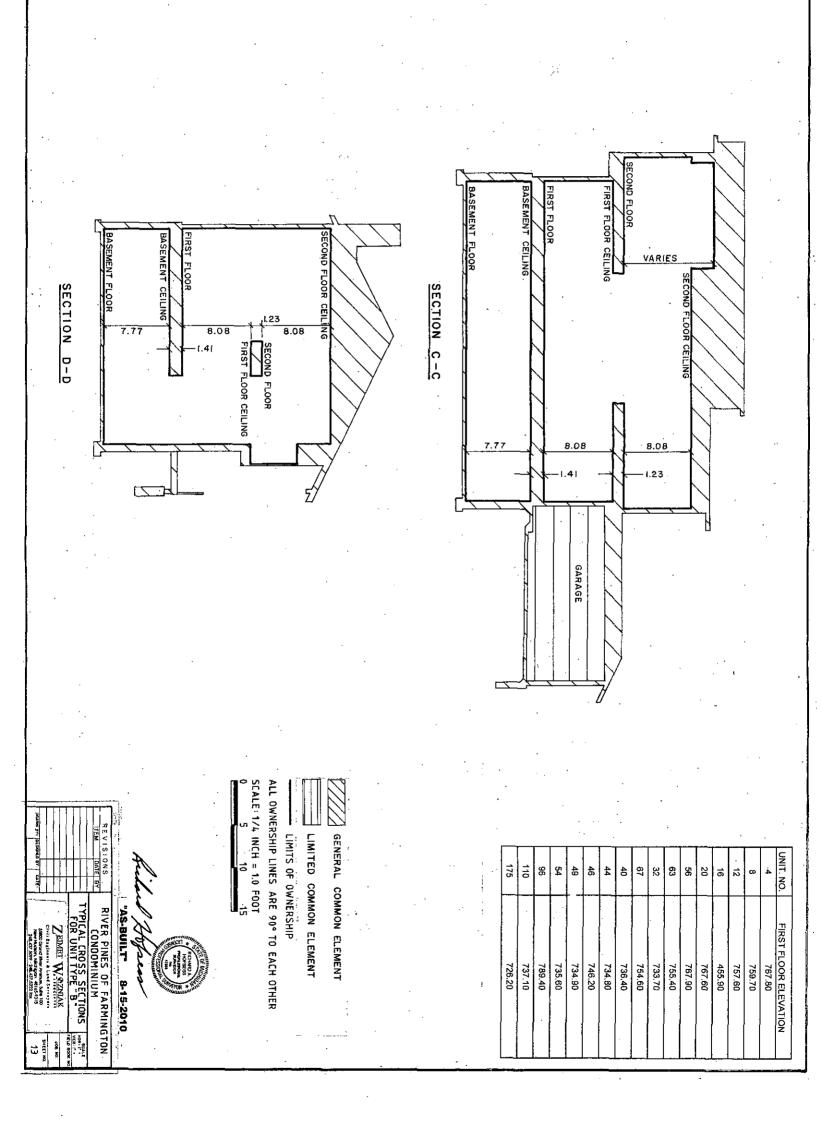


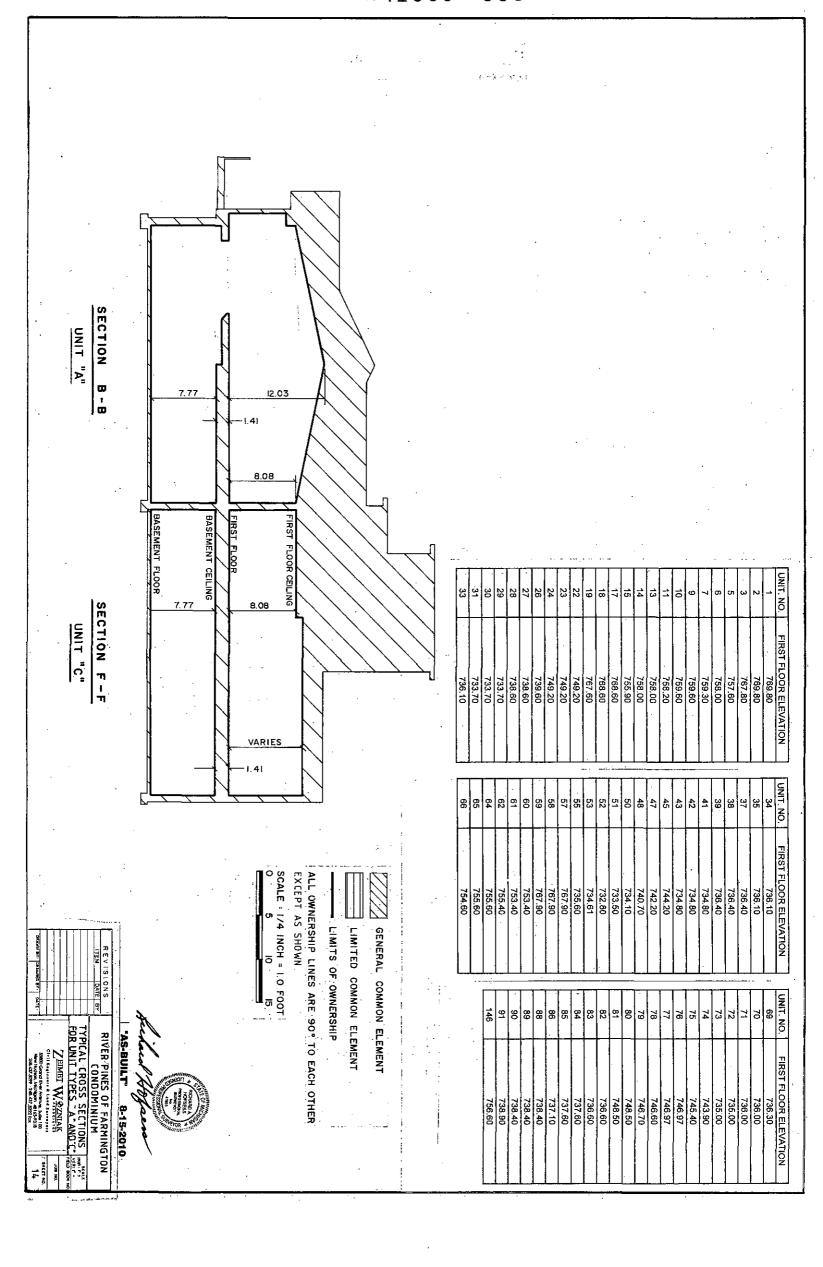


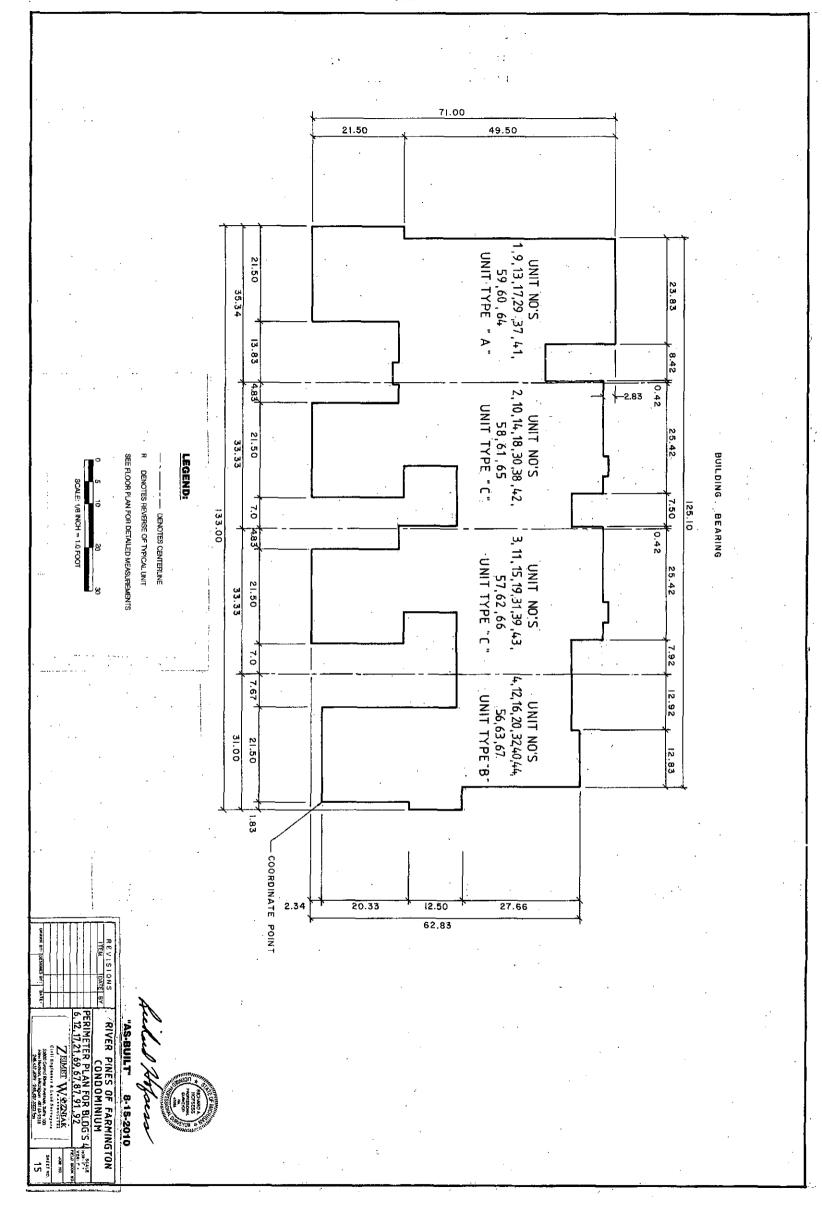


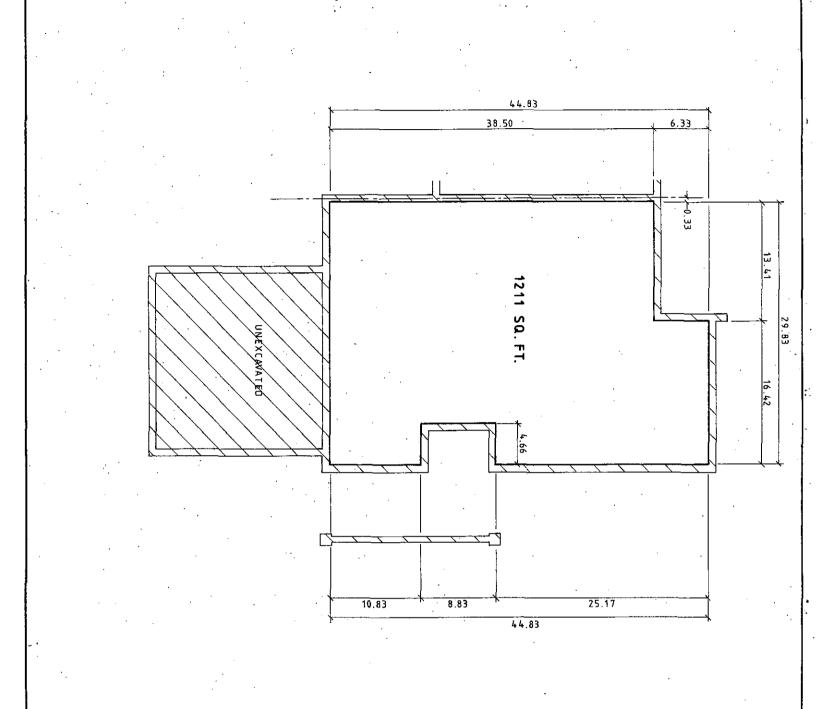












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LIMITED COMMON ELEMENT

LIMITS OF OWNERSHIP

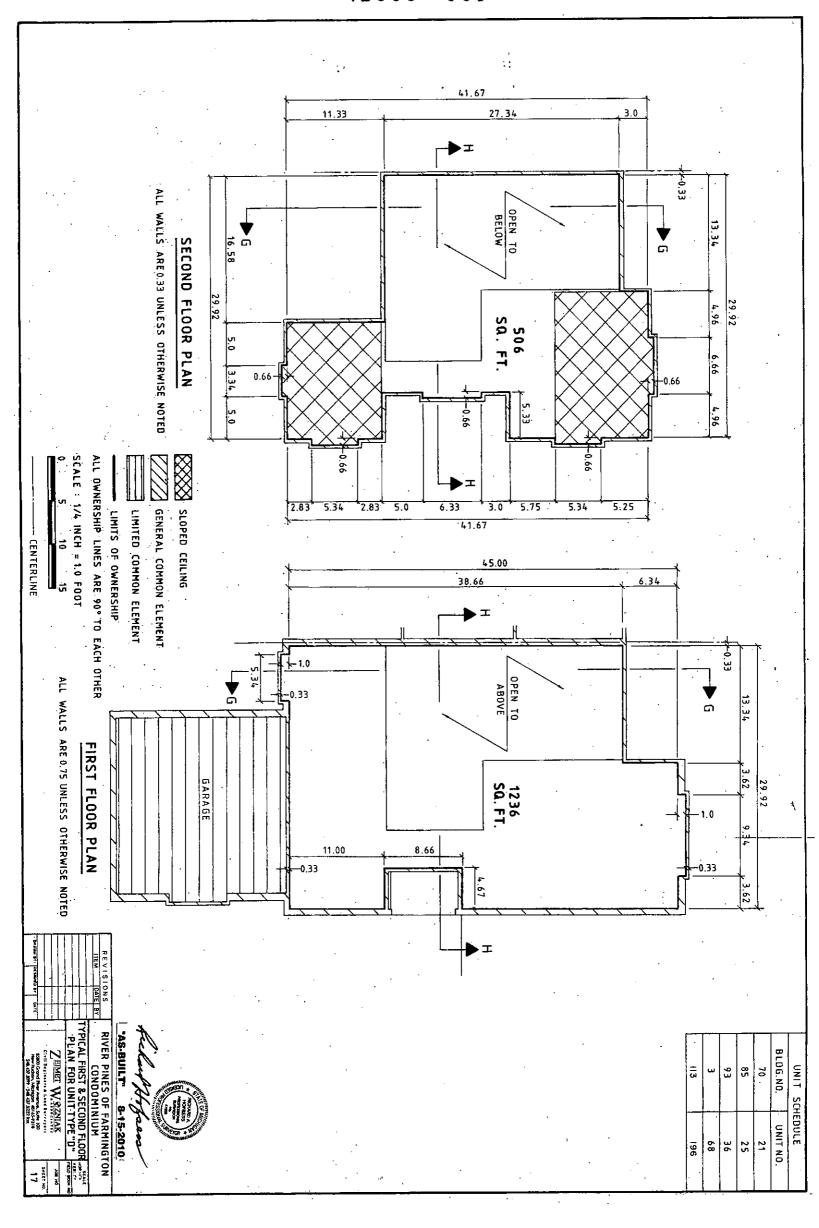
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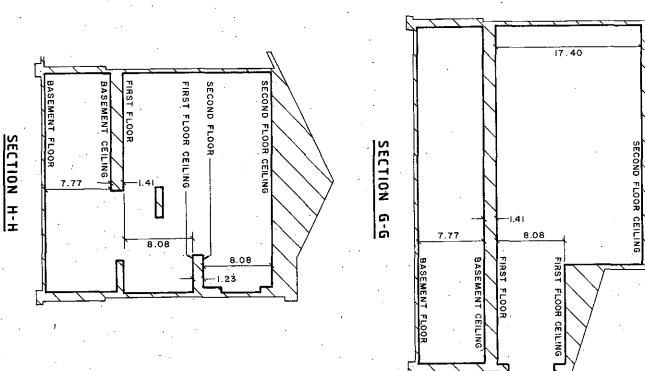
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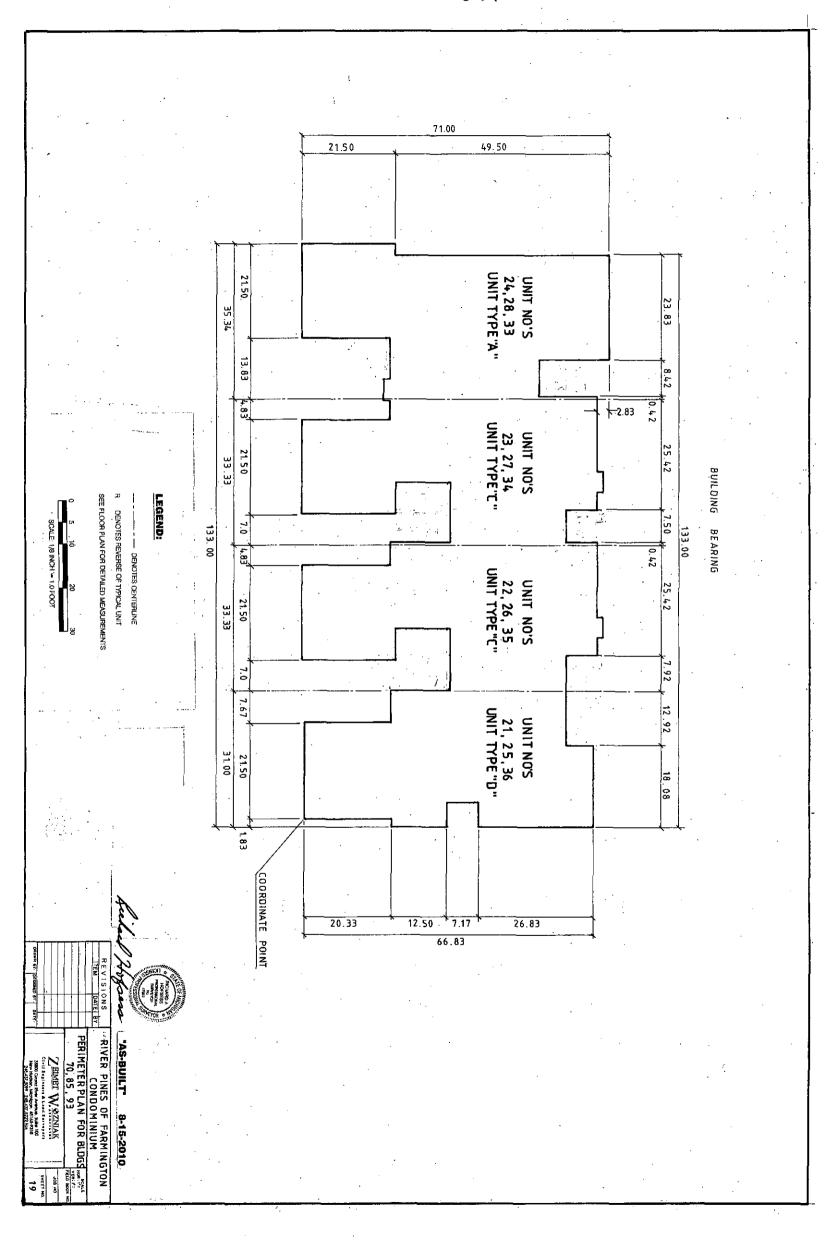
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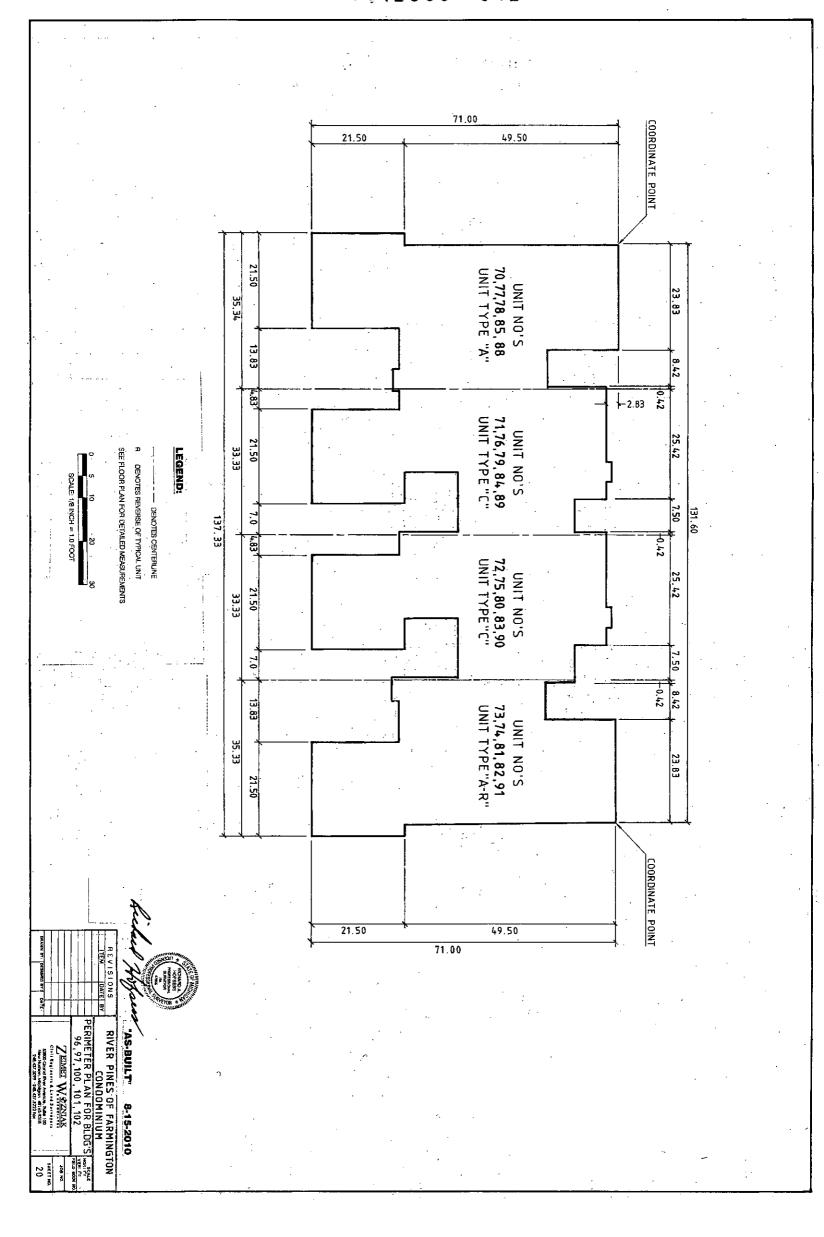
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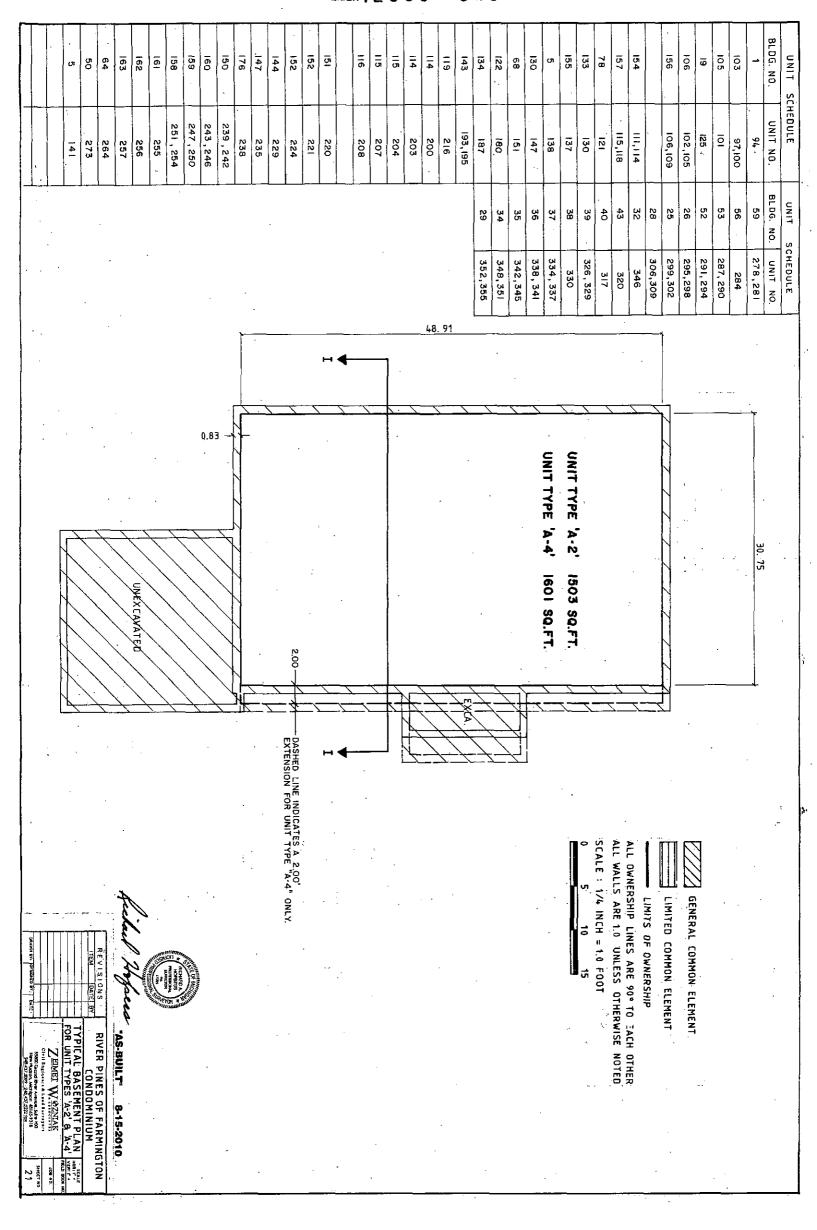
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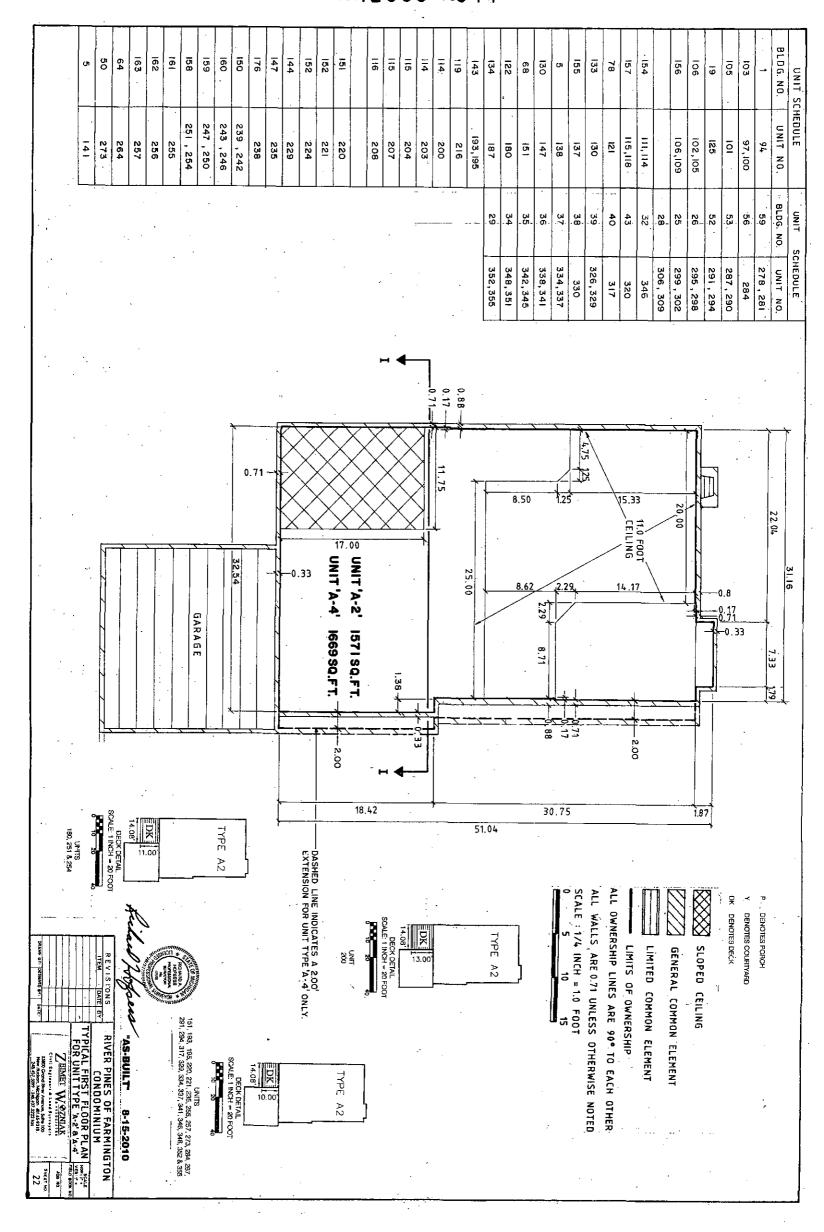
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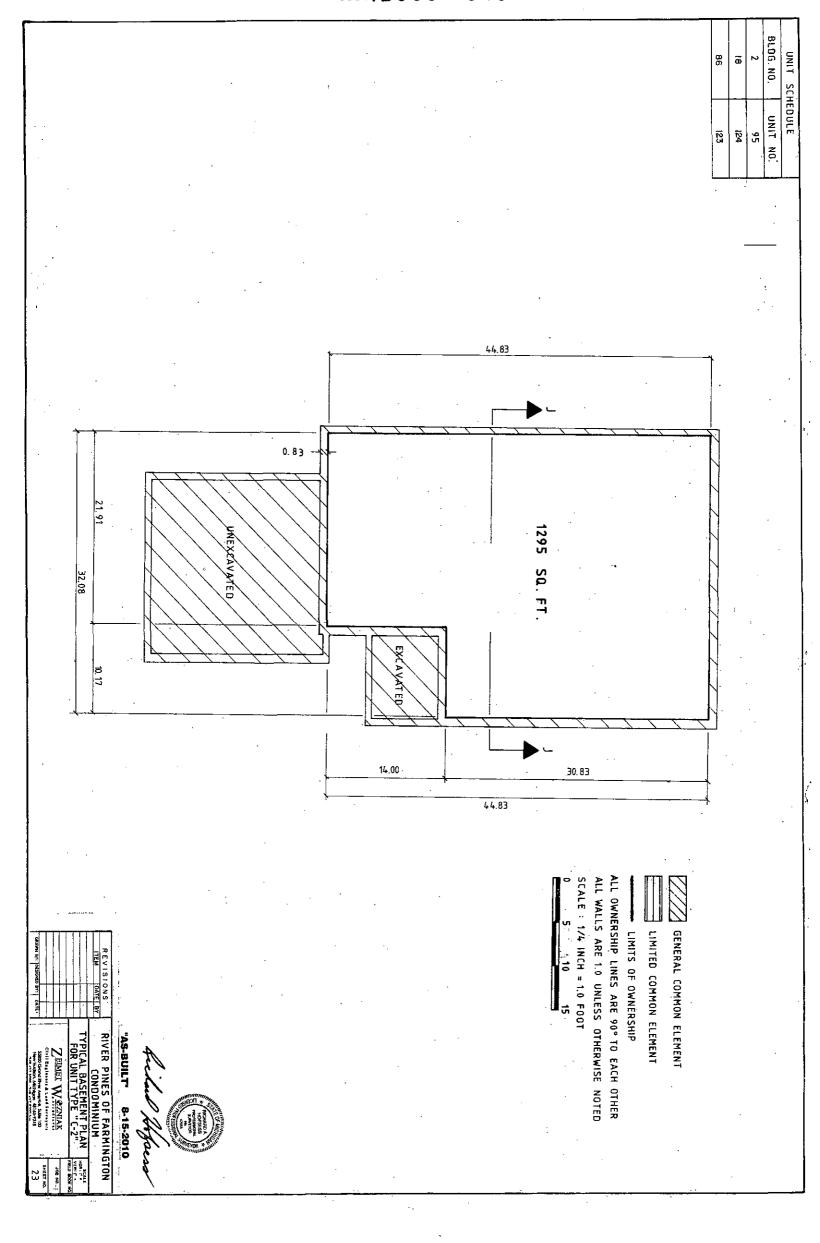
GENERAL COMMON ELEMENT

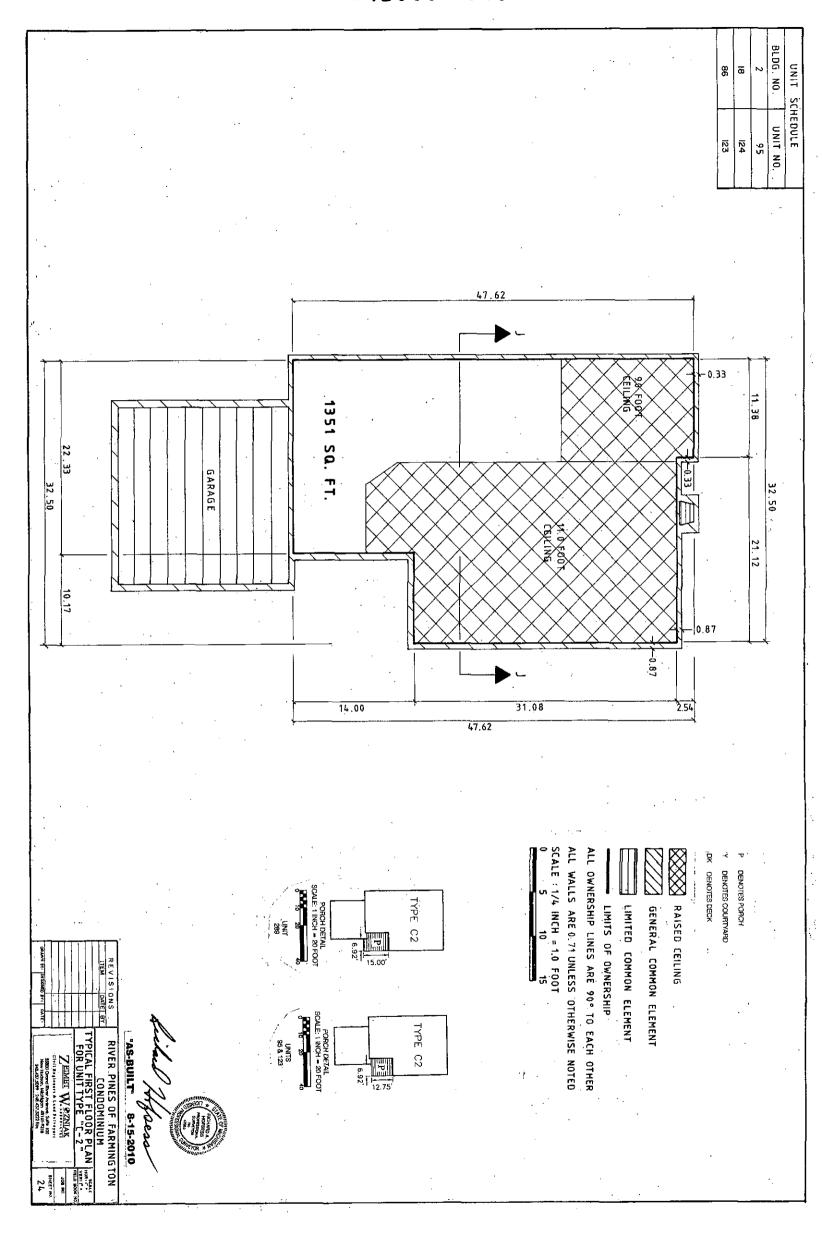


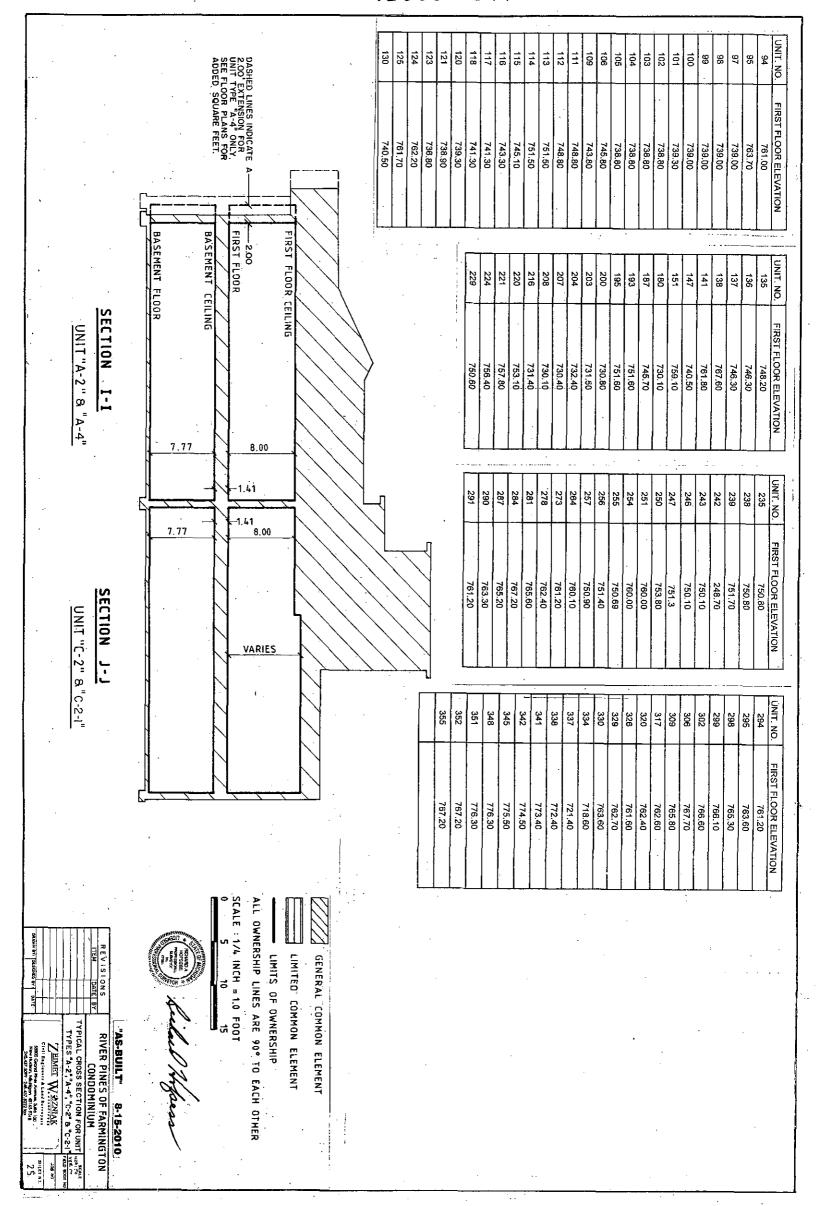


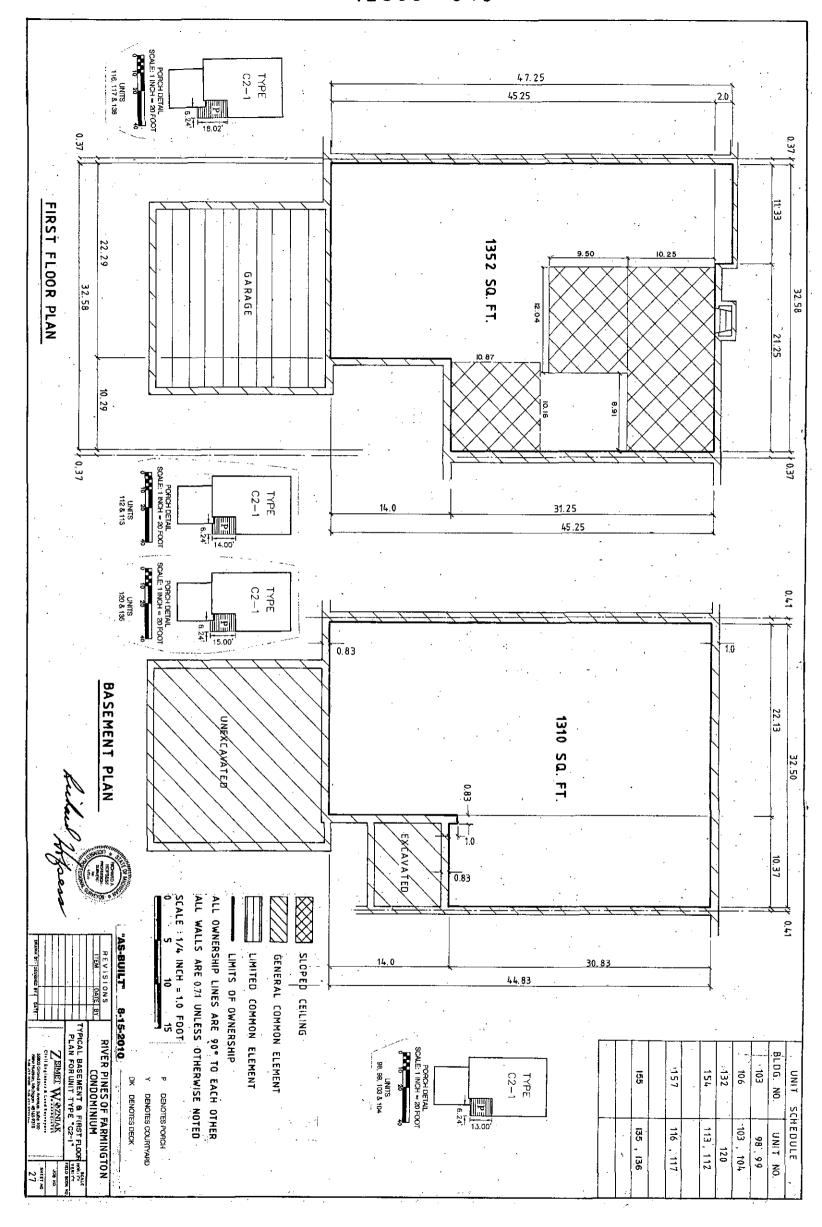


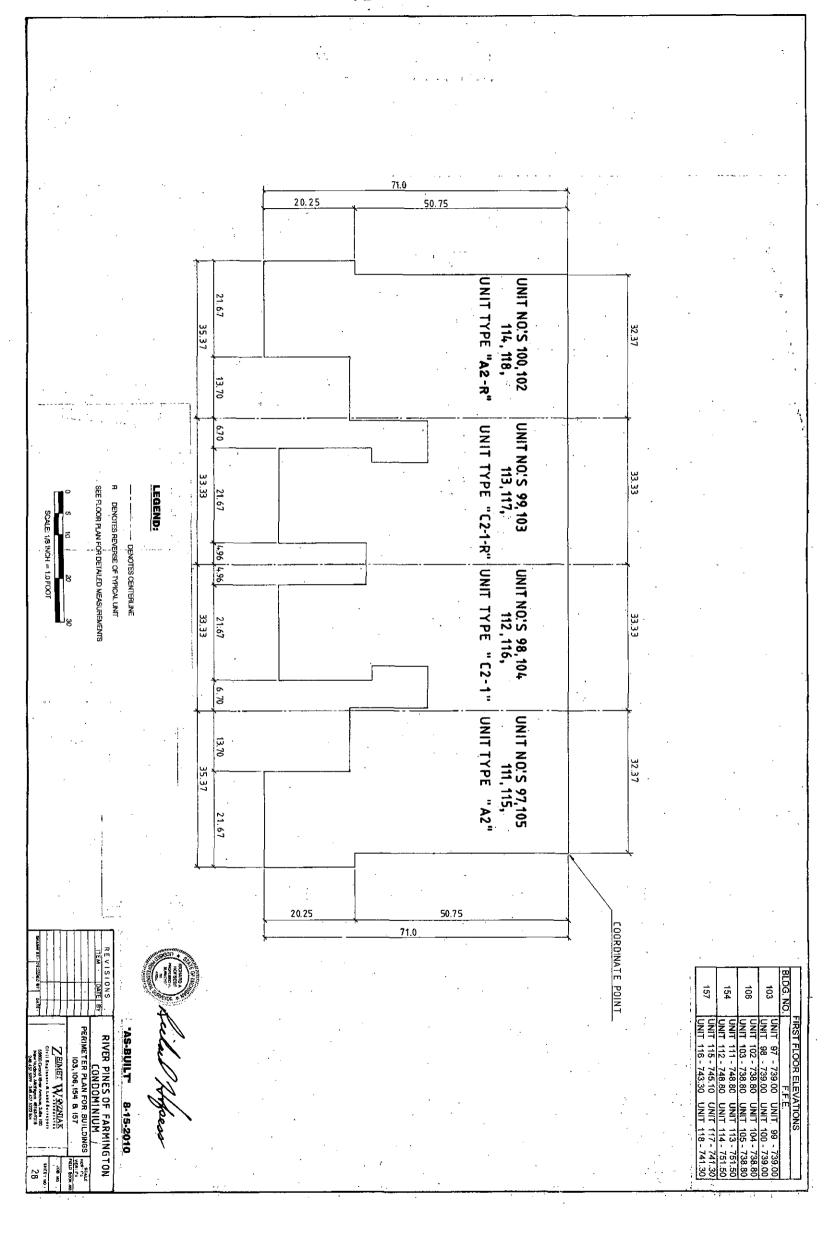


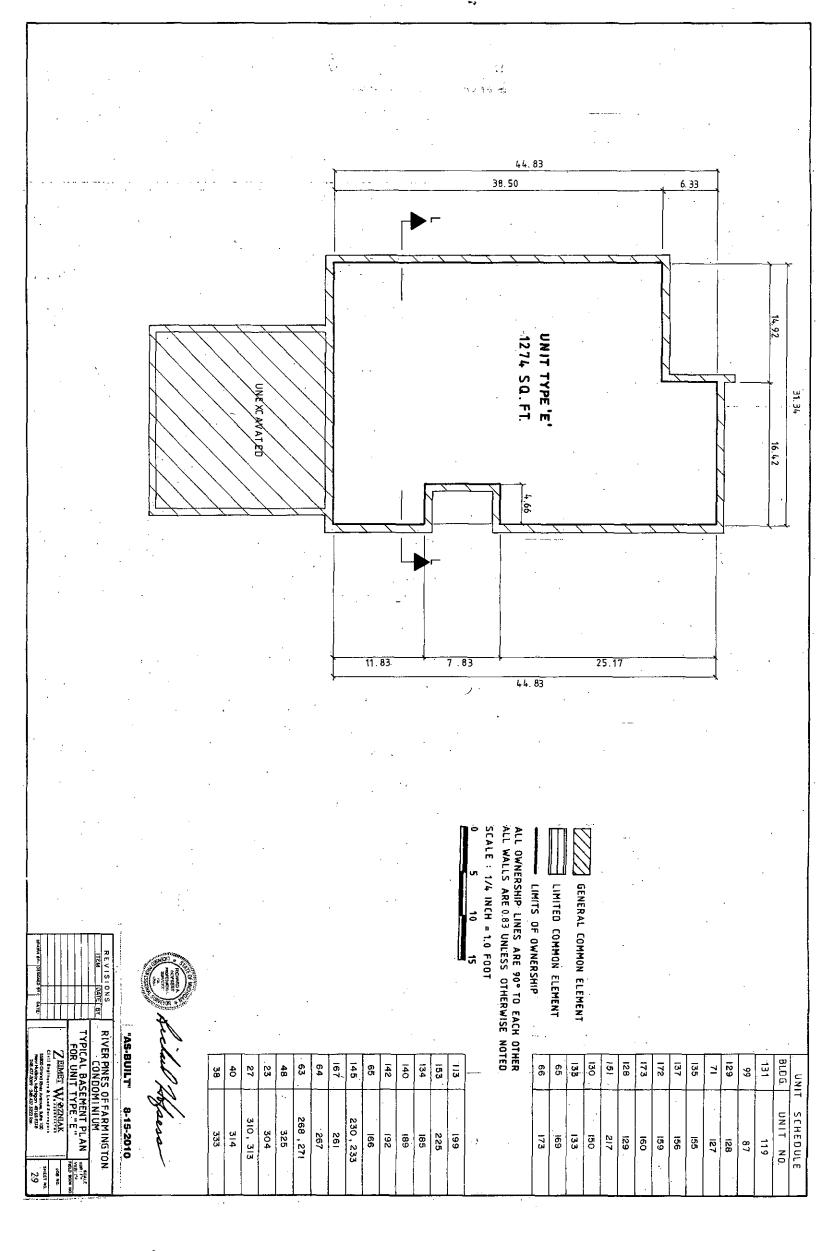


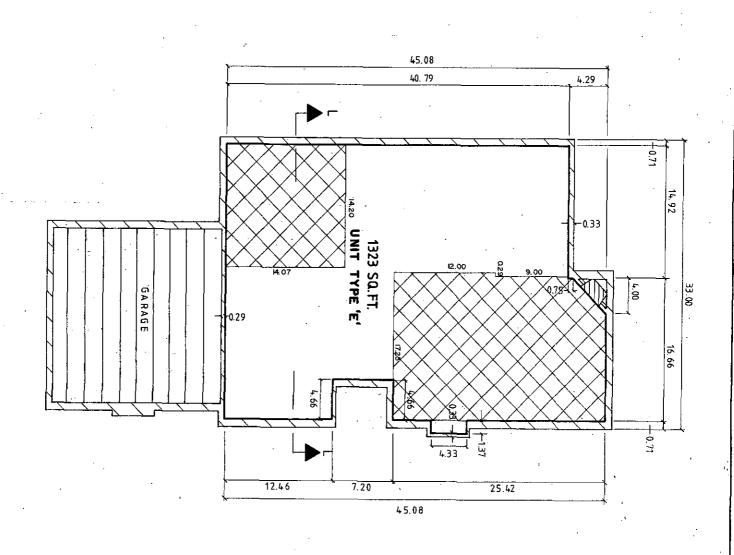






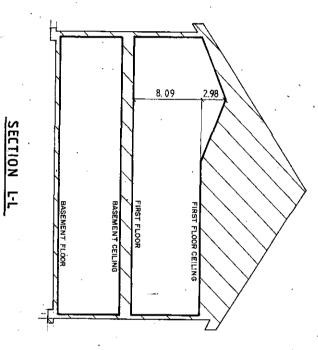






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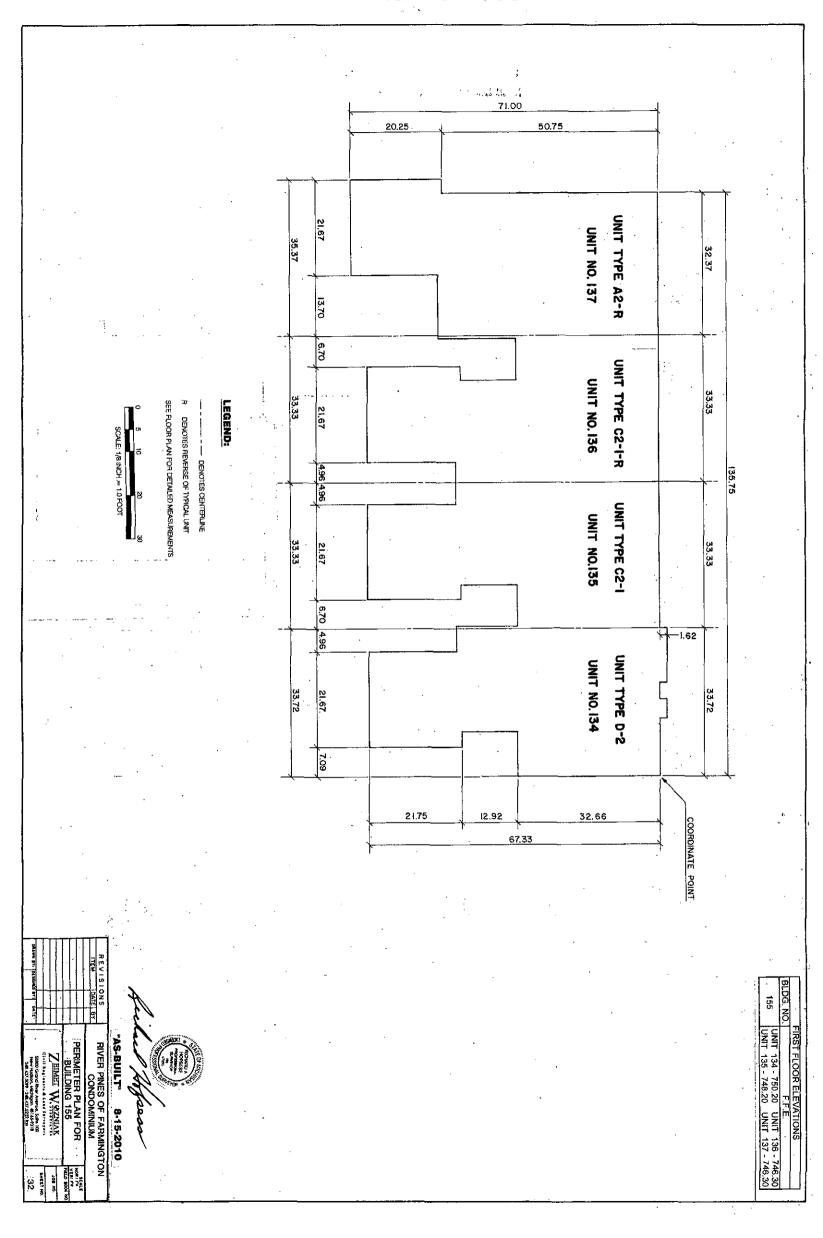
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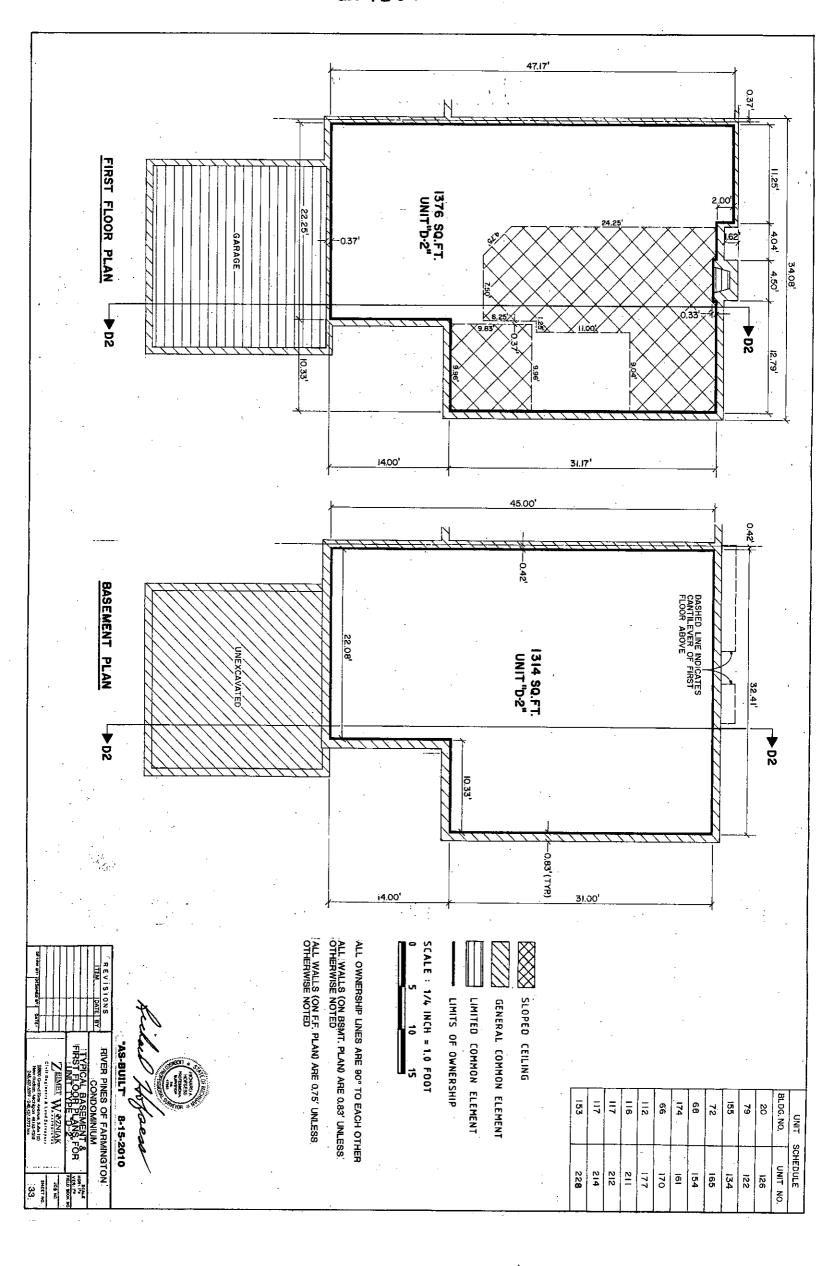
GENERAL COMMON ELEMENT

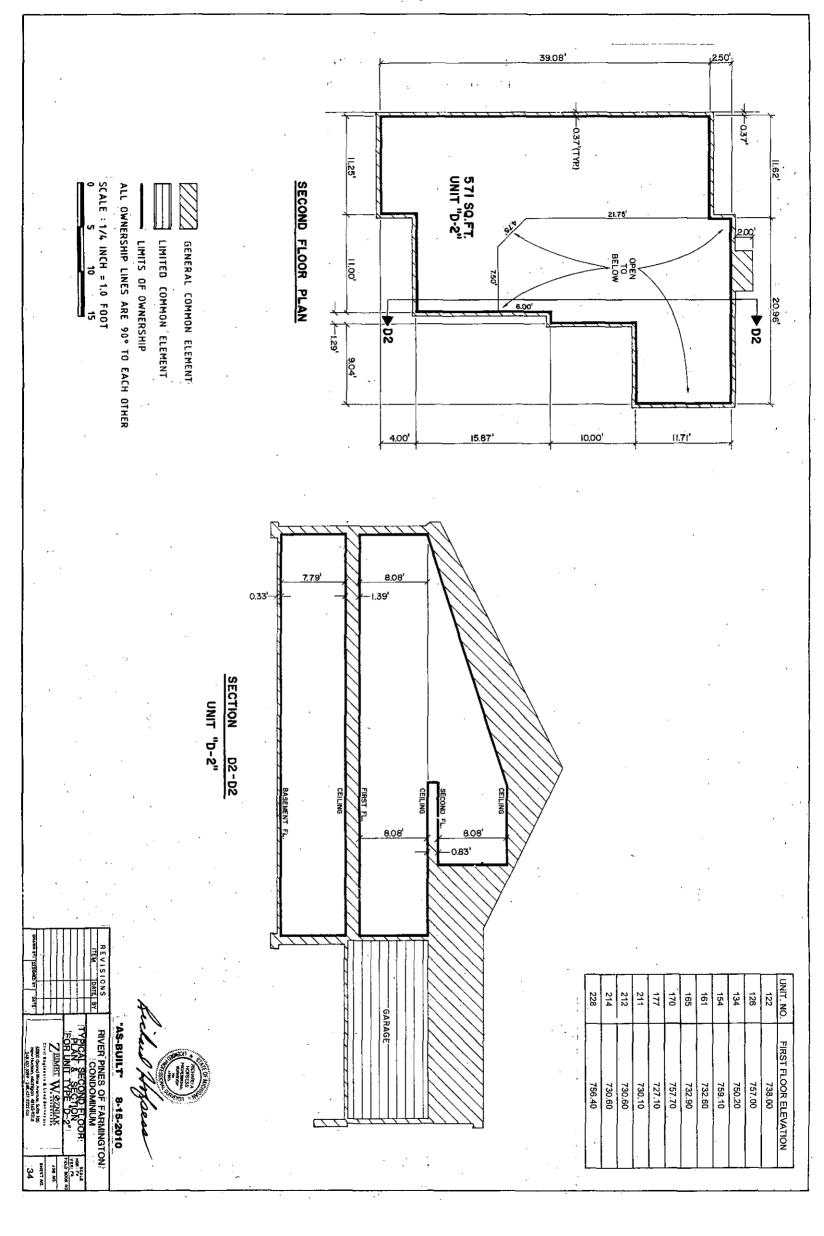
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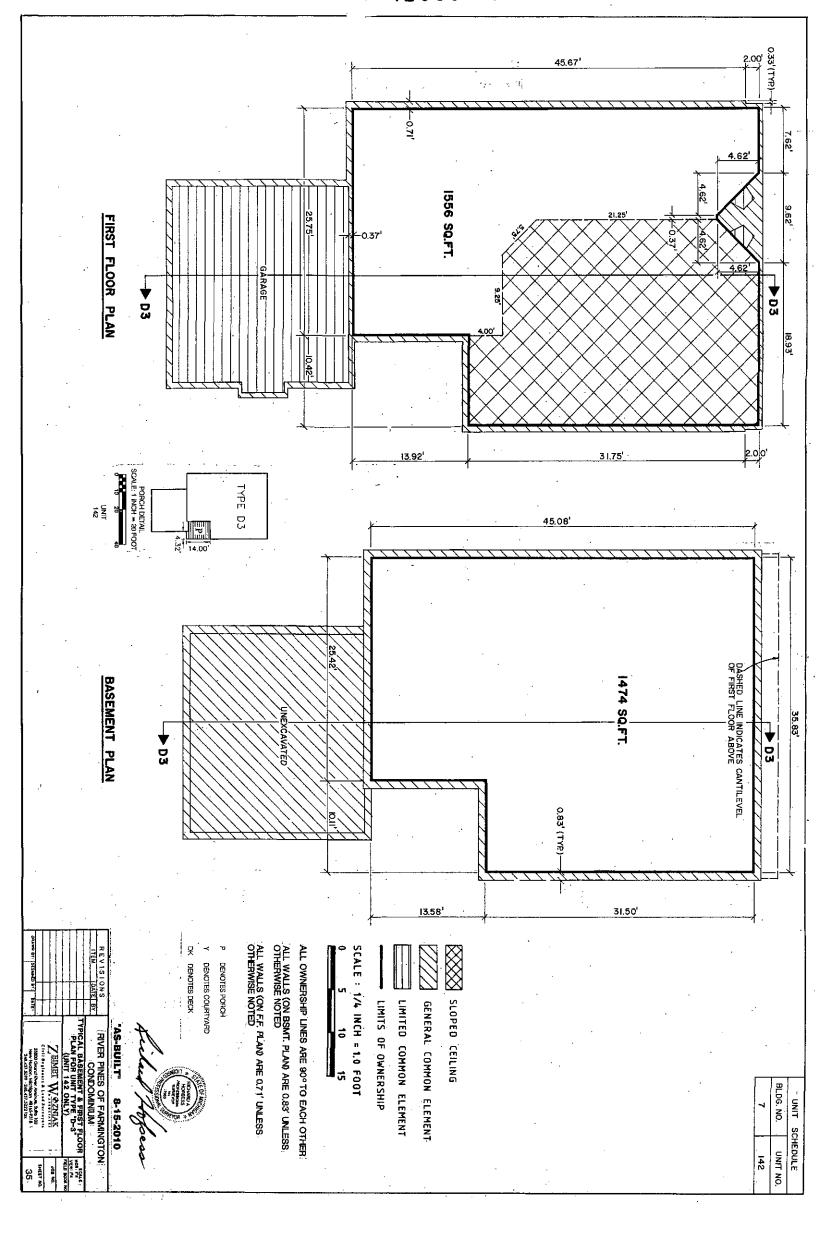
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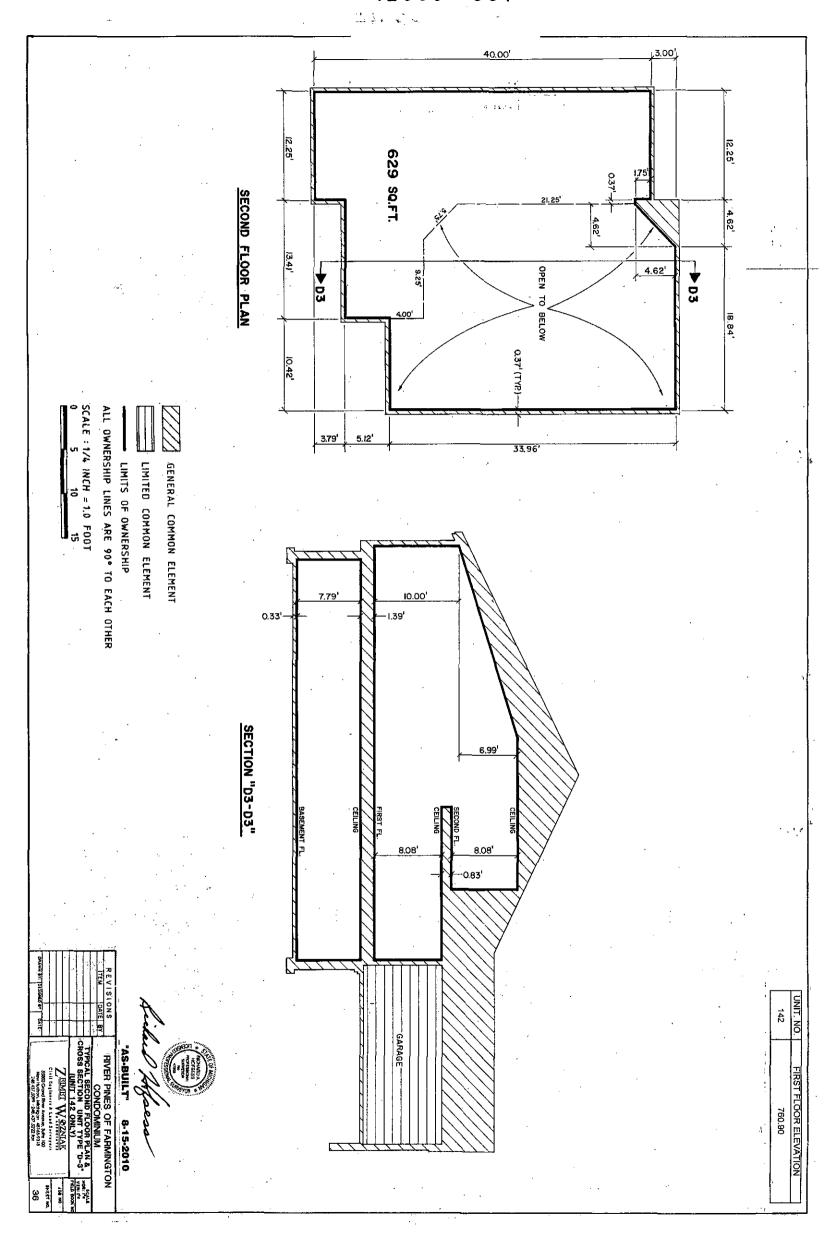
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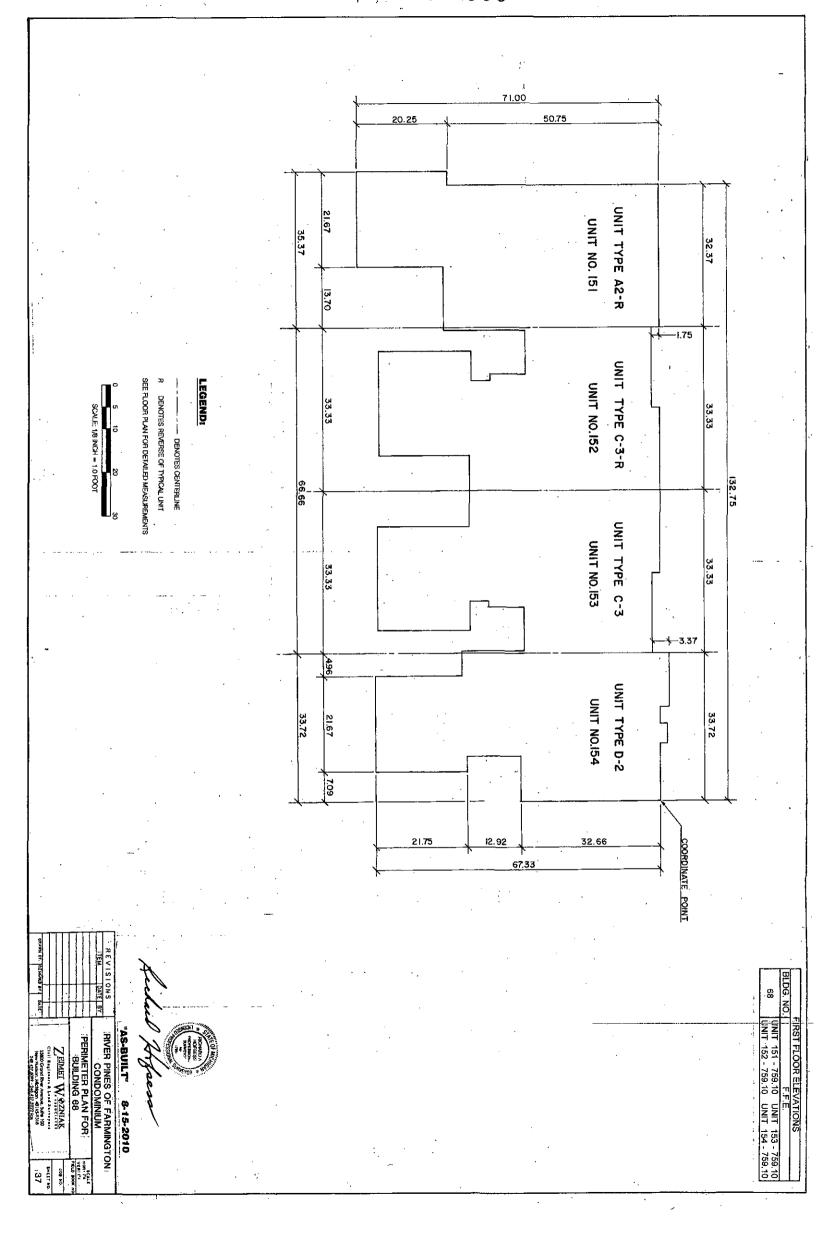


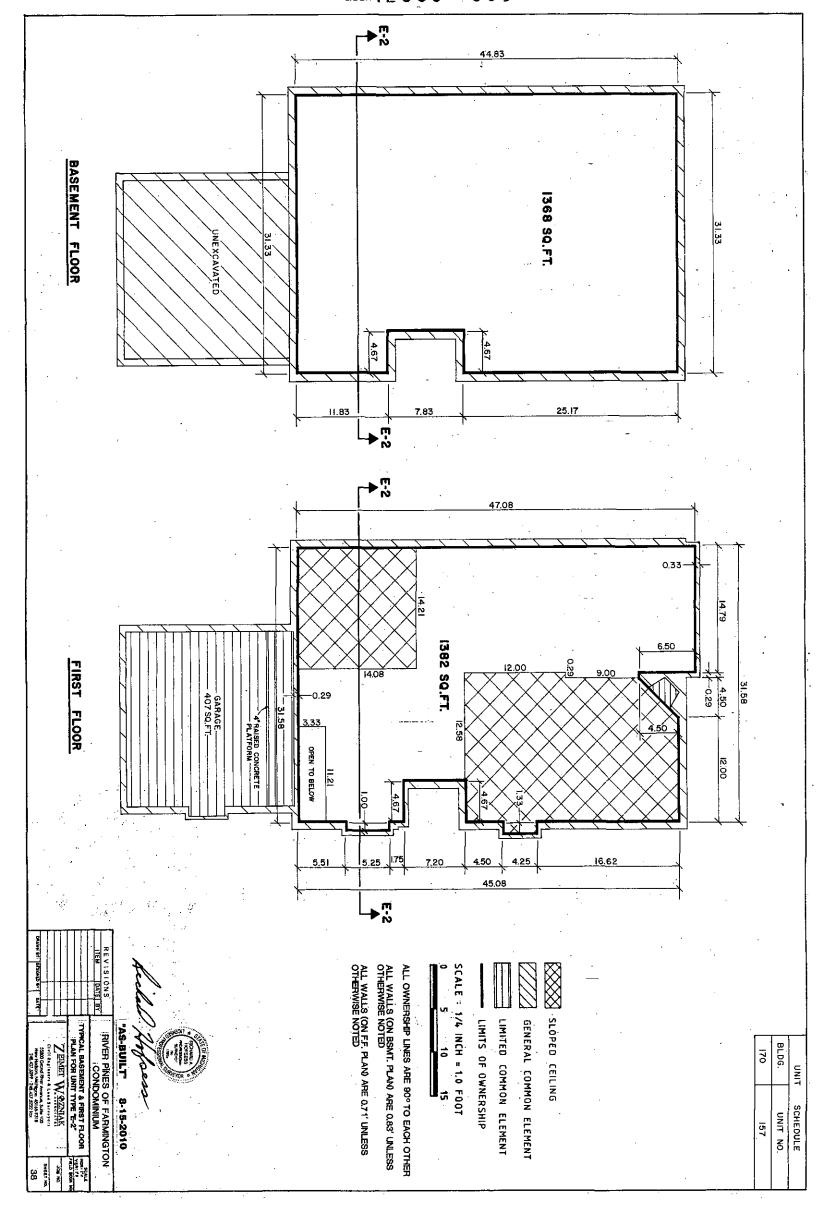


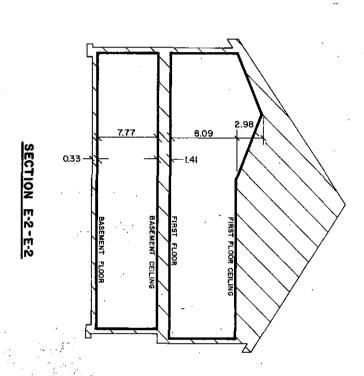












GENERAL COMMON ELEMENT

LIMITED COMMON ELEMENT

LIMITS OF OWNERSHIP

ALL OWNERSHIP LINES ARE 90° TO EACH OTHER

SCALE: 1/4 INCH = 1.0 FOOT

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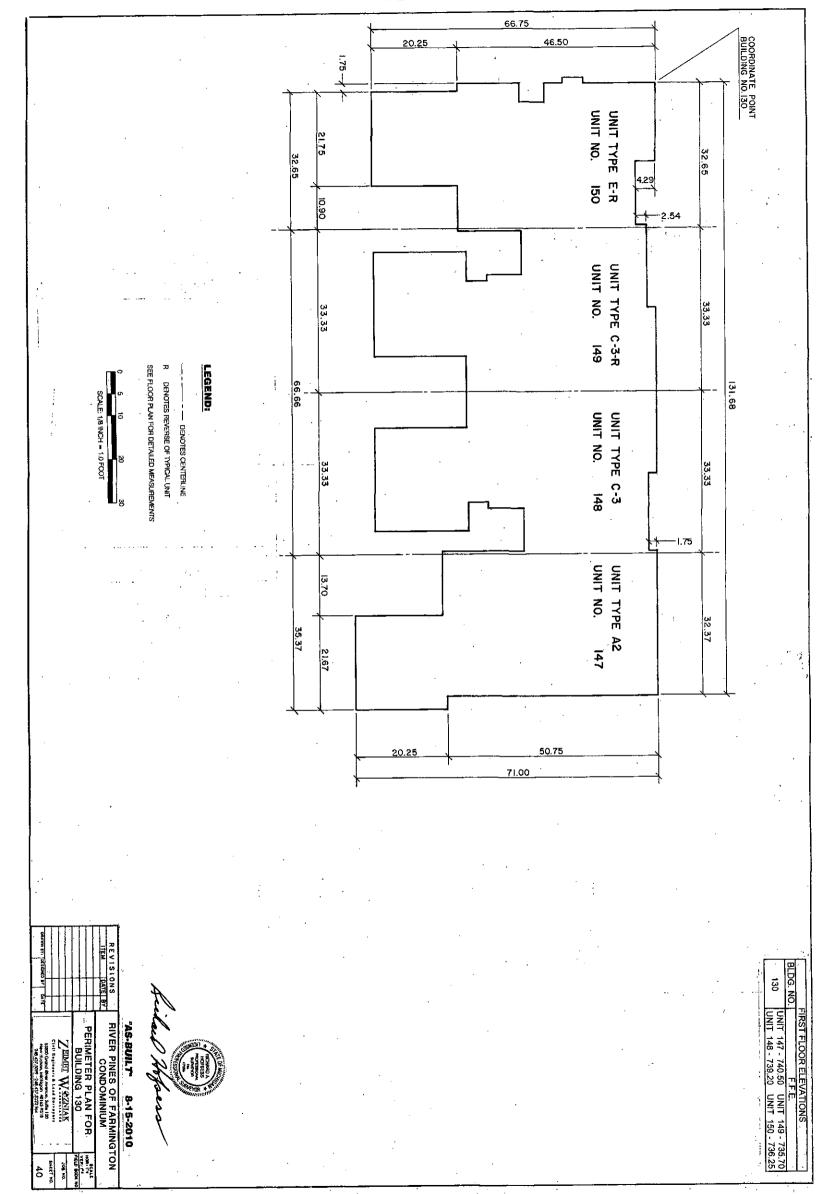
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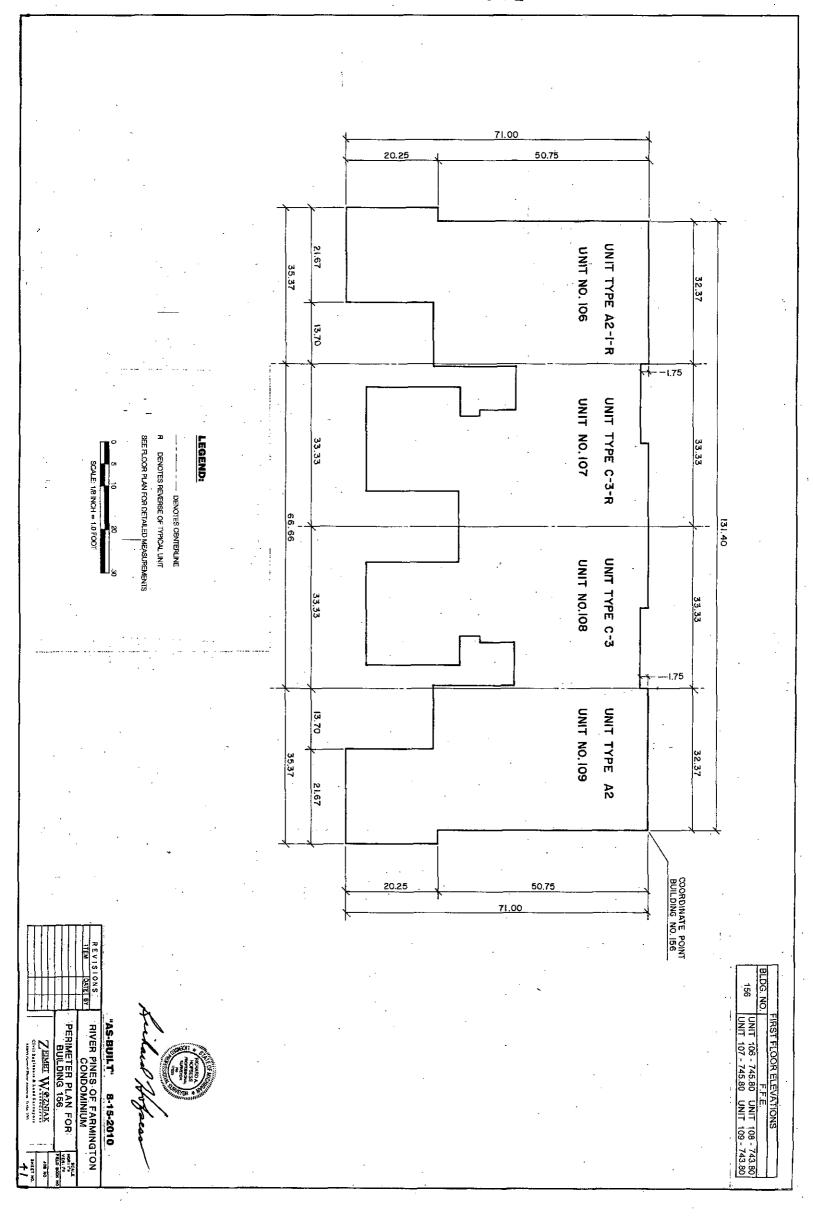
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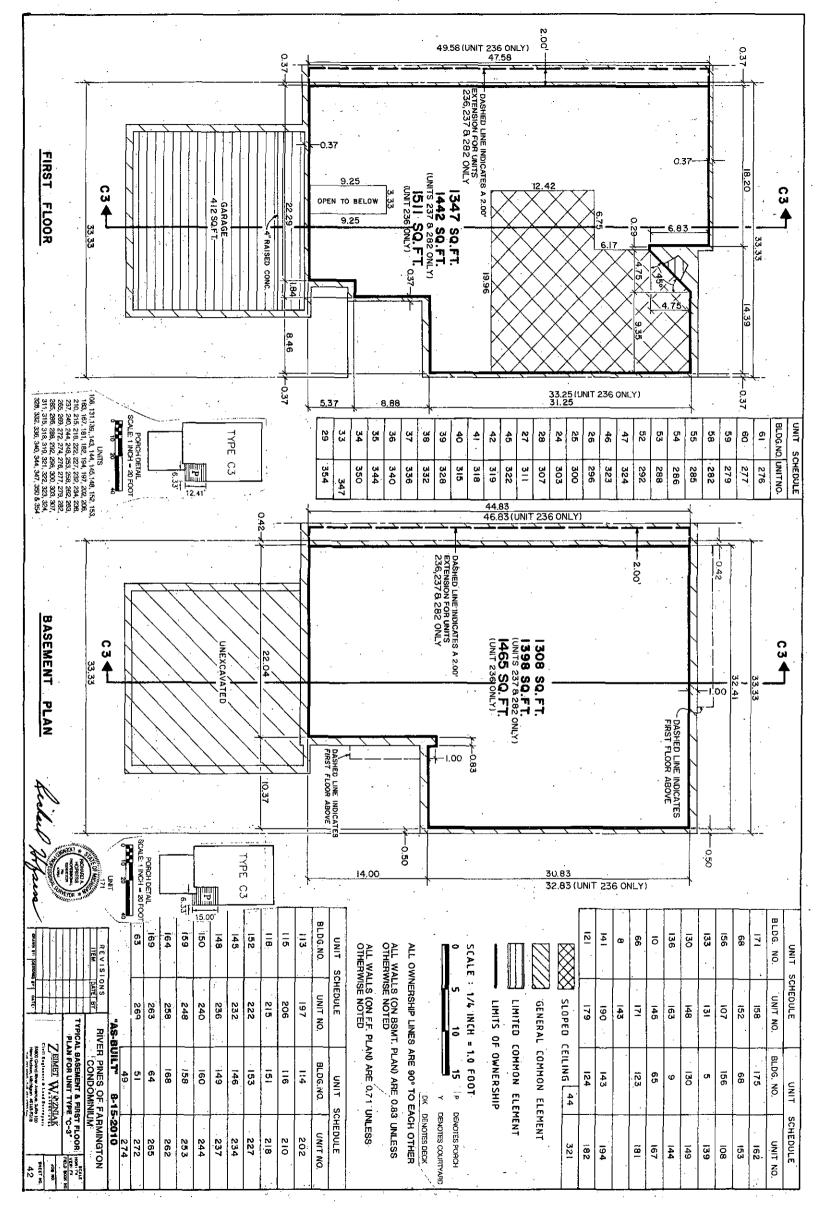
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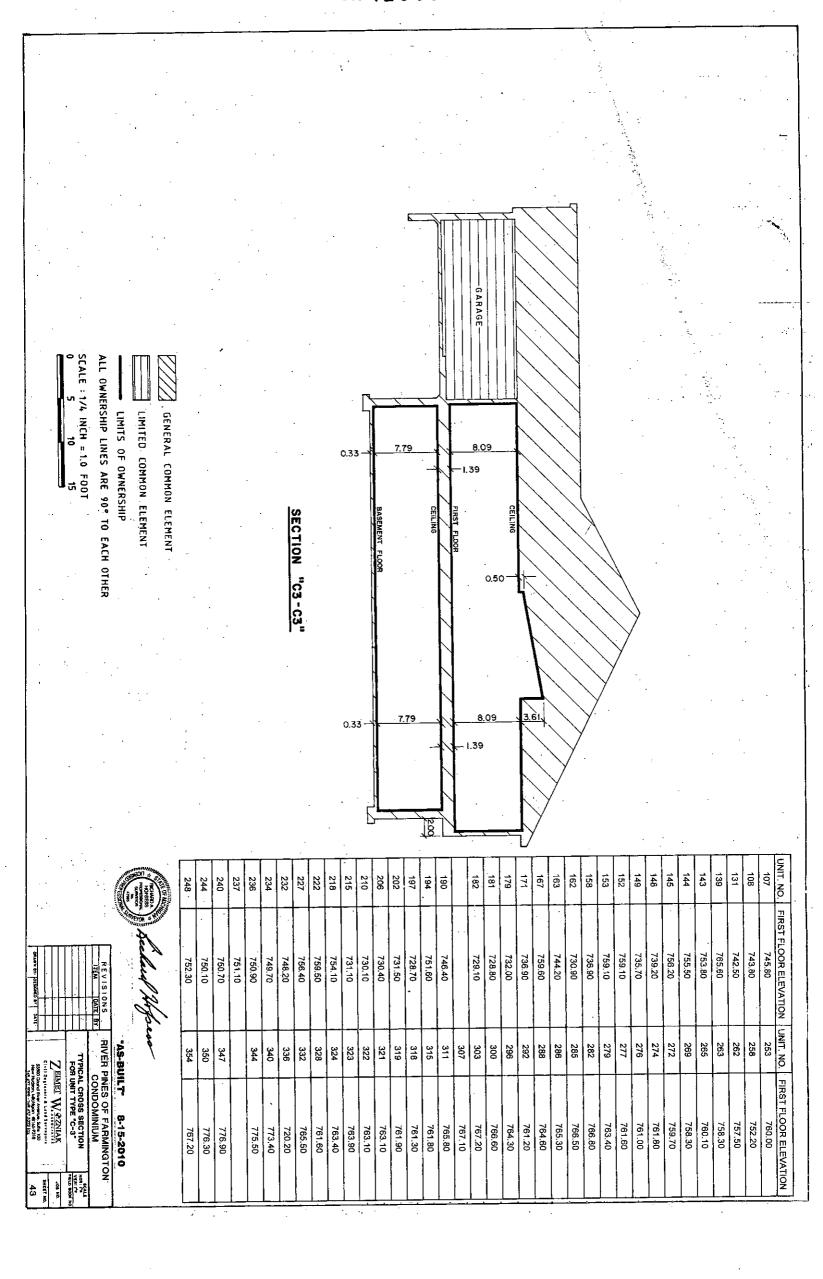
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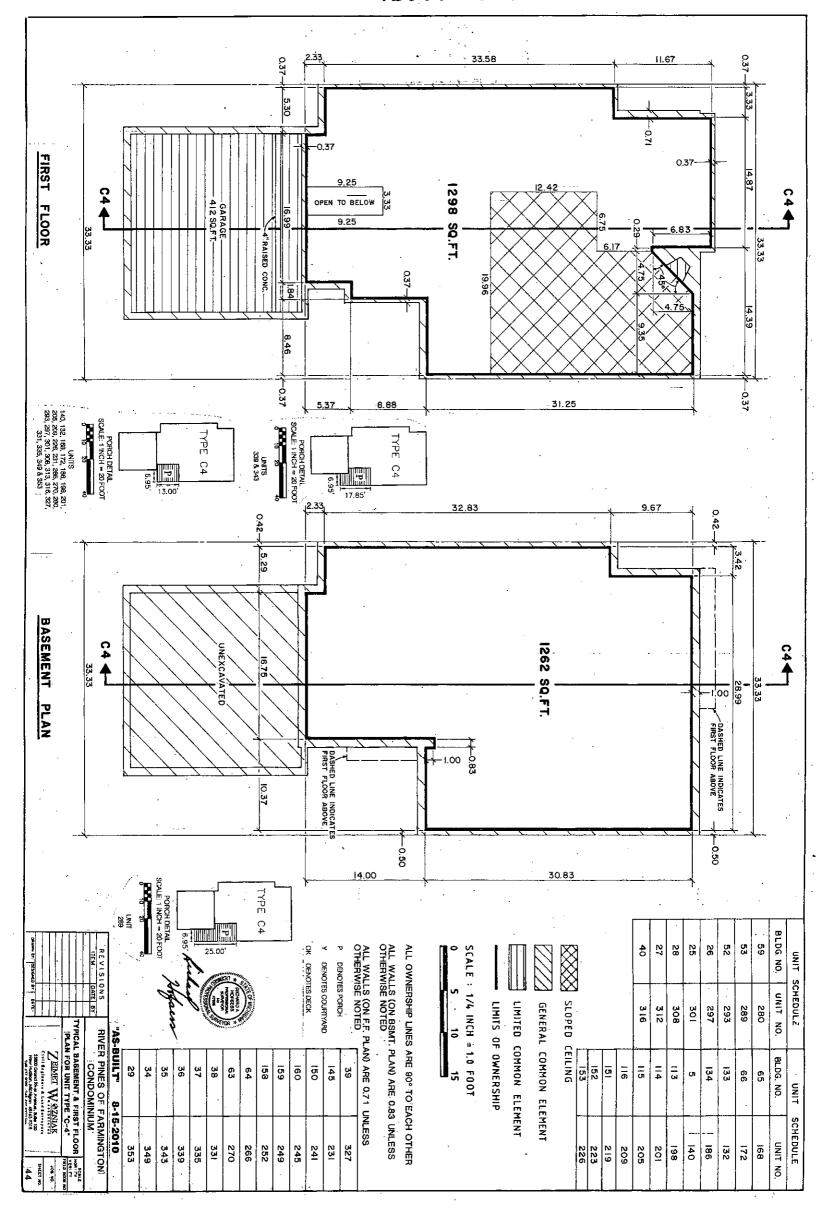


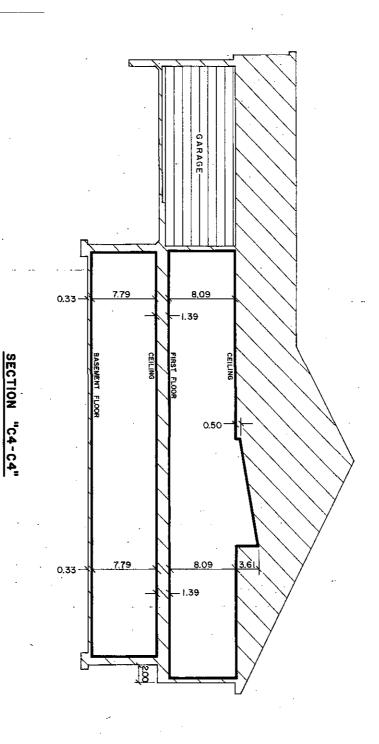
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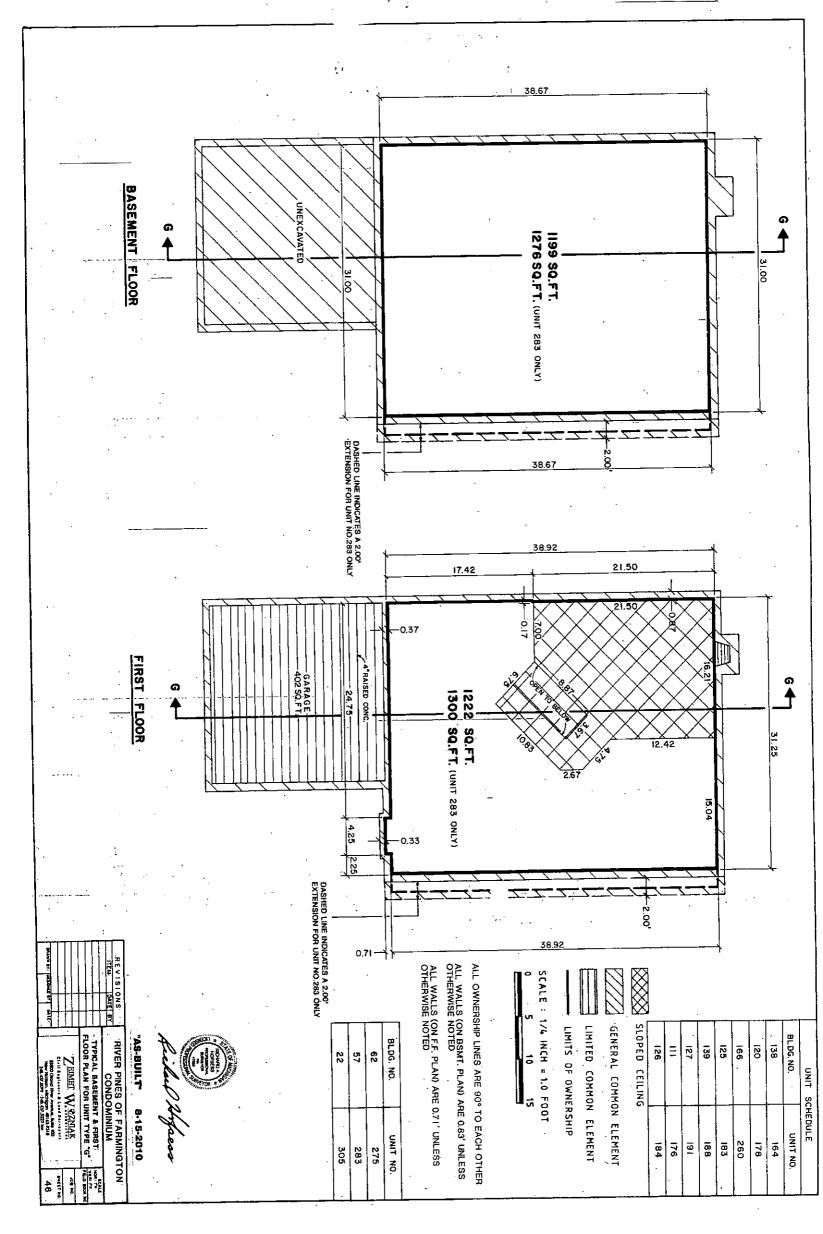






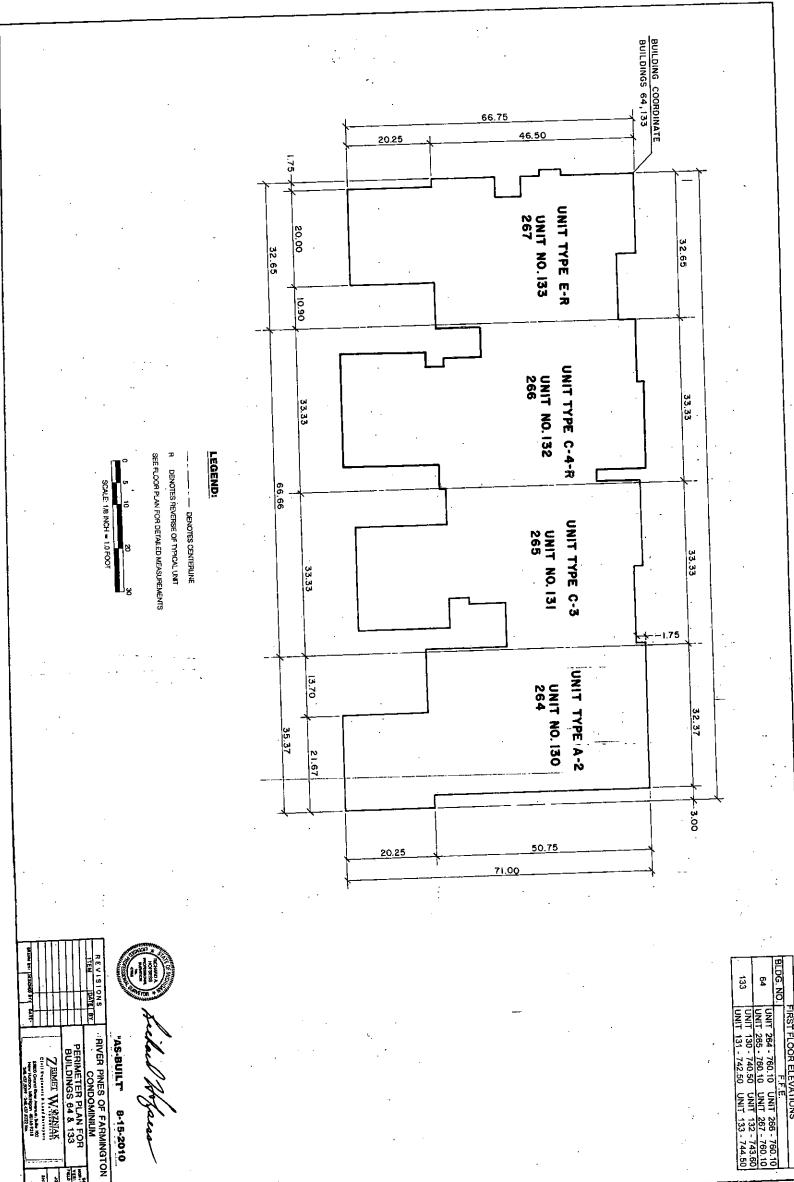
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767.20	776.30	775.50	773.40	720.20	763.60	761.60	761.80	765.00	766.80	766,60	765.30	761.20	763.30	764.90	758.30	760.10	760.00	753.30	760.10	749.70	748.20	757.30	756.60	754.10	730.10	731.40	730.80	729.20	746.70	758.70	759.60	763.20	743.60	FIRST FLOOR ELEVATION



SECTION 16 GARAGE CEILING CEIL

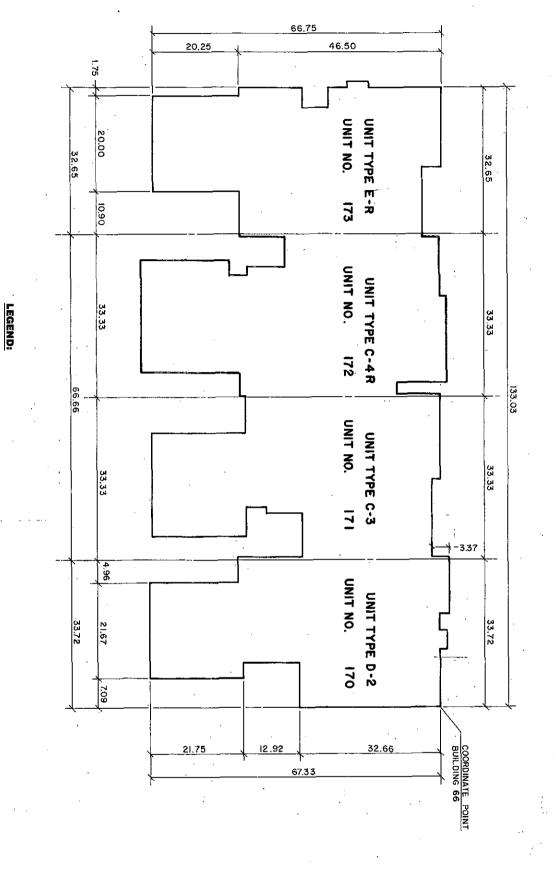
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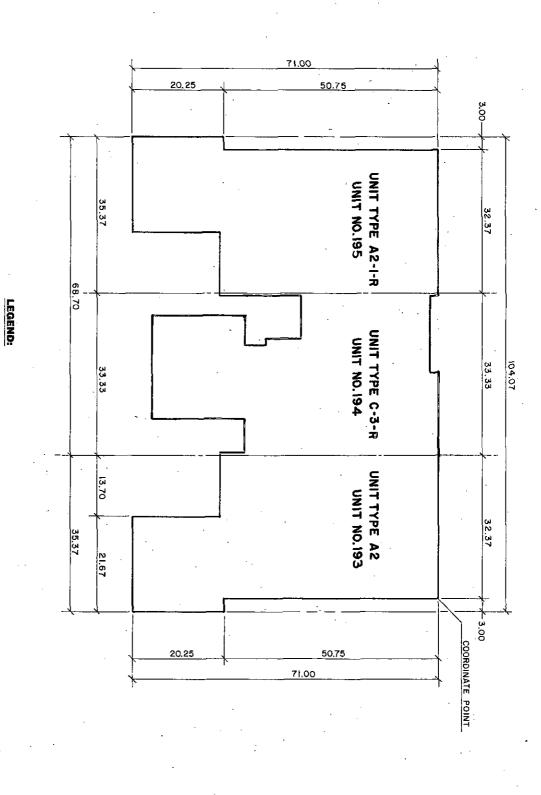
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Citil Baylance & Lead Services  SSEC Group Shap John 100  Intel States Annual Section 100  Intel St	NG 66 HG	RIVER PINES OF FARMINGTON GONDOMINIUM	"AS-BUILT 8-15-2010

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SEE FLOOR PLAN FOR DETAILED MEASUREMENTS

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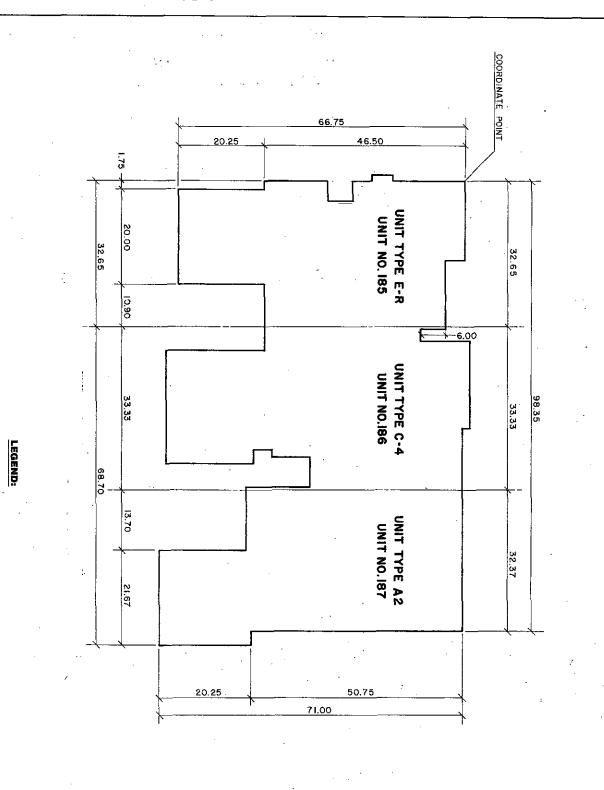
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New Hudson, Architecture, 48165-9318	Civil Regiment & Land Surveyors	ZEWIEZ WEST			PERIMETER PLAN FOR	CONDOMINIUM	RIVER PINES OF FARMINGTO	A3-BUILI 8-15-2010		7	uchaid Hypress	11011
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SEE FLOOR PLAN FOR DETAILED MEASUREMENTS

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FIRST FLOOR ELEVATION F.F.E. UNIT 193 - 751.60 UNI
NS T 194 - 751.60

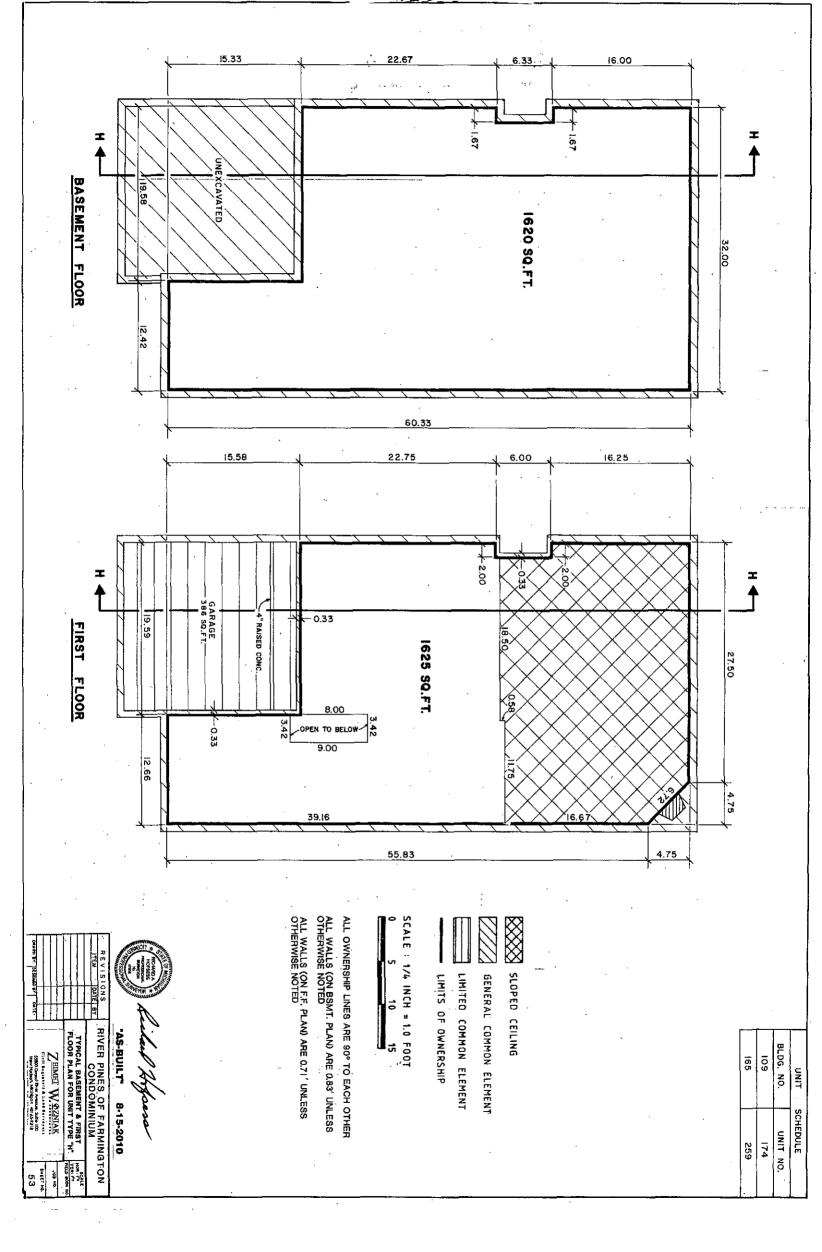


ASBUILT 8-15-2010  S RIVER PINES OF FARMING CONDOMINUM PERIMETER PLAN FOR BUILDING 134  ZEMET W. 22NAK  ZEMET				
AS-BUILT 8-15-2010  RIVER PINES OF FARMINGTO CONDOMINIUM  PERIMETER PLAN FOR BUILDING 134  ZEMBET W. 2004 S. 150 150 150 150 150 150 150 150 150 150	ORANA ST. DESEMBLE ST. DATE.			A A
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R DENOTES REVERSE OF TYPICAL UNIT SEE FLOOR PLAN FOR DETAILED MEASUREMENTS

- ---- DENOTES CENTERLINE

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UNIT 185 - 747.70 UNIT 187 - 745.70 UNIT 186 - 746.70	F.F.E.	FIRST FLOOR ELEVATIONS



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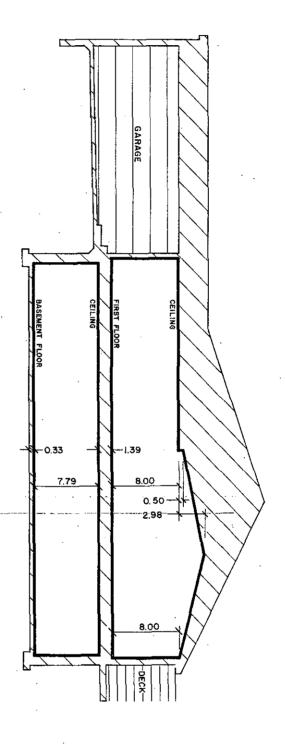
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753.60	732.60	FIRST FLOOR ELEVATION

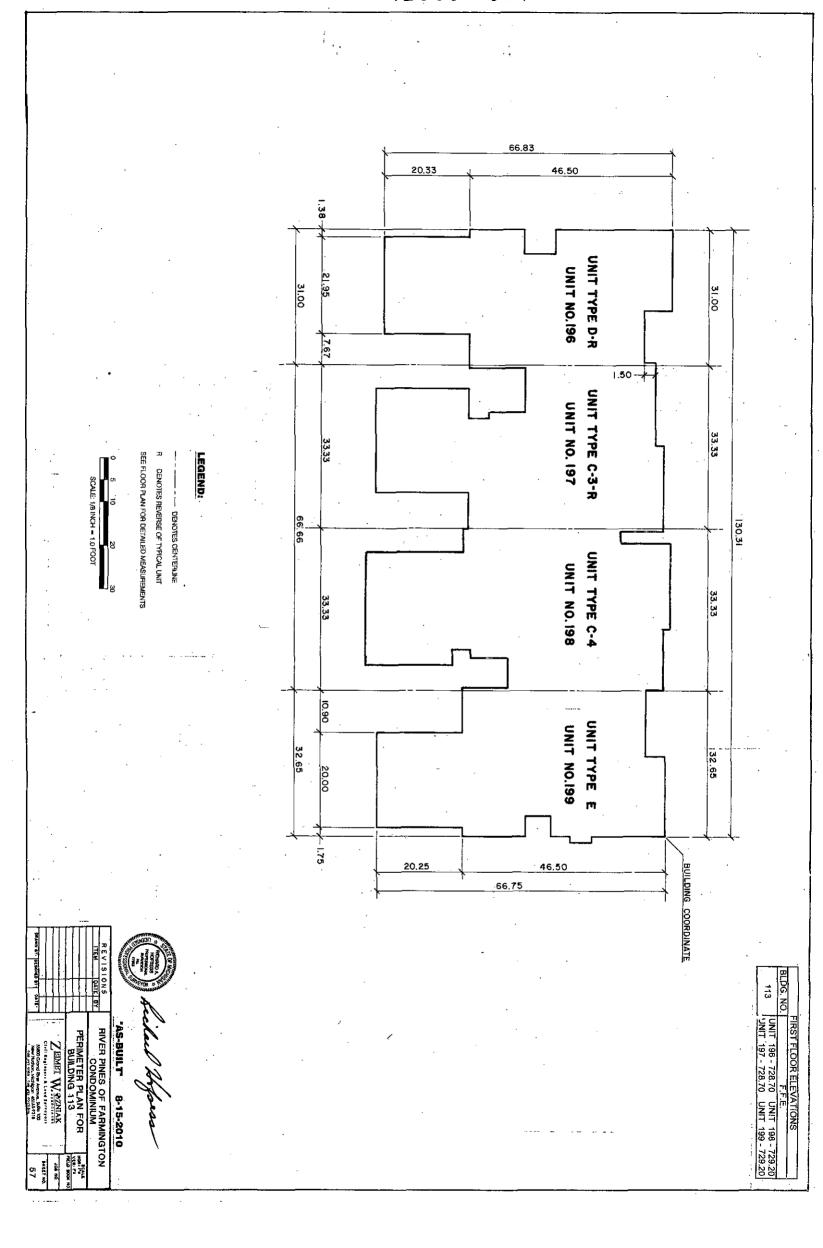
LIBERL 2658 PC575 0.75 0.37 -3.33 0.71-5,29 10.7 1329 SQ.FT. 14 87 FIRST FLOOR 33,33 C5 ♠ 3.25 19.96 C5 14.46 -0.71 10.16 8.54 -0.75 0.83 0.42-3.42 5.37 BASEMENT FLOOR 33.33 C5 4 1267 SQ.FT. 33.33 C 5 ♠ 10.29 0.50 100 ALL WALLS (ON F.F. PLAN) ARE 0.33' UNLESS OTHERWISE NOTED ALL WALLS (ON BSMT, PLAN) ARE 0.83' UNLESS OTHERWISE NOTED SCALE: 1/4 INCH = 1.0 FOOT 0 5 10 15 ALL OWNERSHIP LINES ARE 90° TO EACH OTHER P DENOTES PORCH DK DENOTES DECK Y DENOTES COURTYARD STOPED CEILING LIMITS OF OWNERSHIP GENERAL COMMON ELEMENT LIMITED COMMON ELEMENT RIVER PINES OF FARMINGTON CONDOMINIUM. "AS-BUILT" 8-15-2010 TYPICAL BASEMENT & FIRST NOW PLAN FOR UNIT TYPE \*C-5" VIRU FT VIRU FT PLAN FOR WORK PLAN FOR ZEIMET W. &ZNIAK
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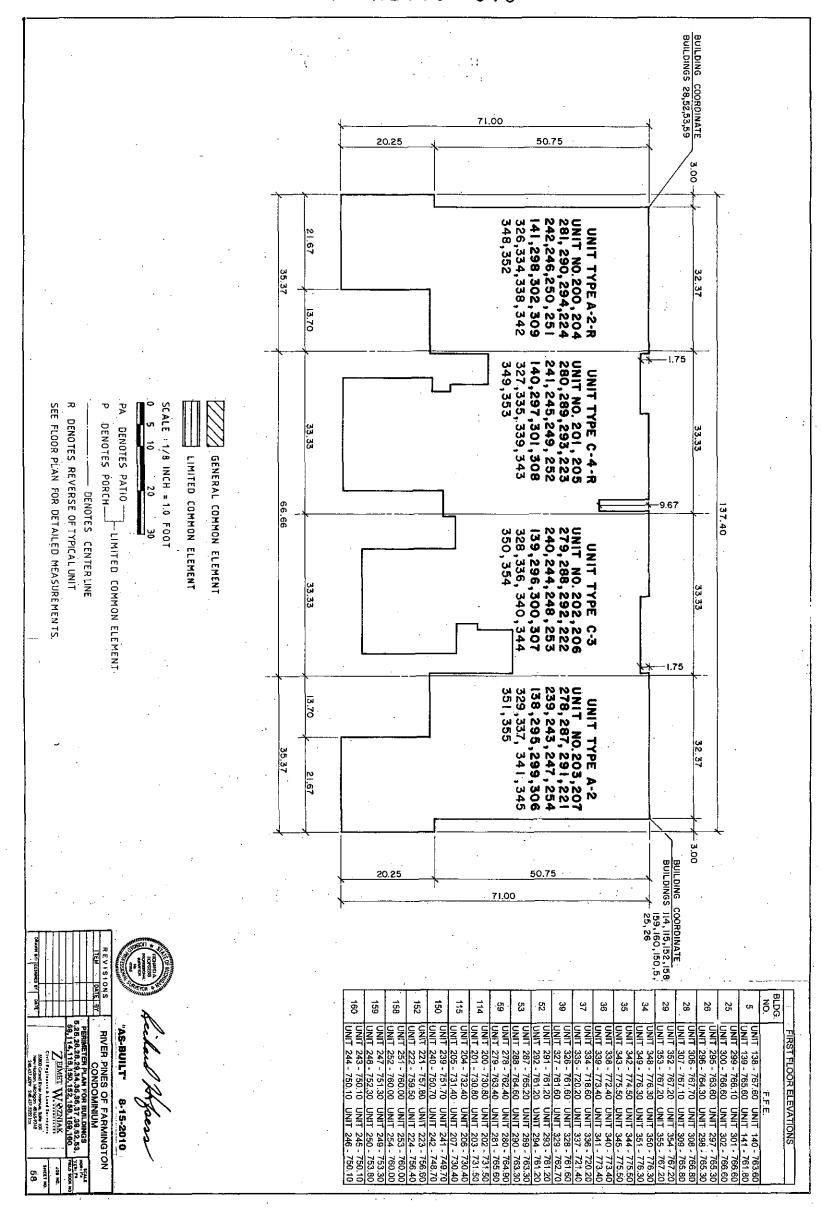
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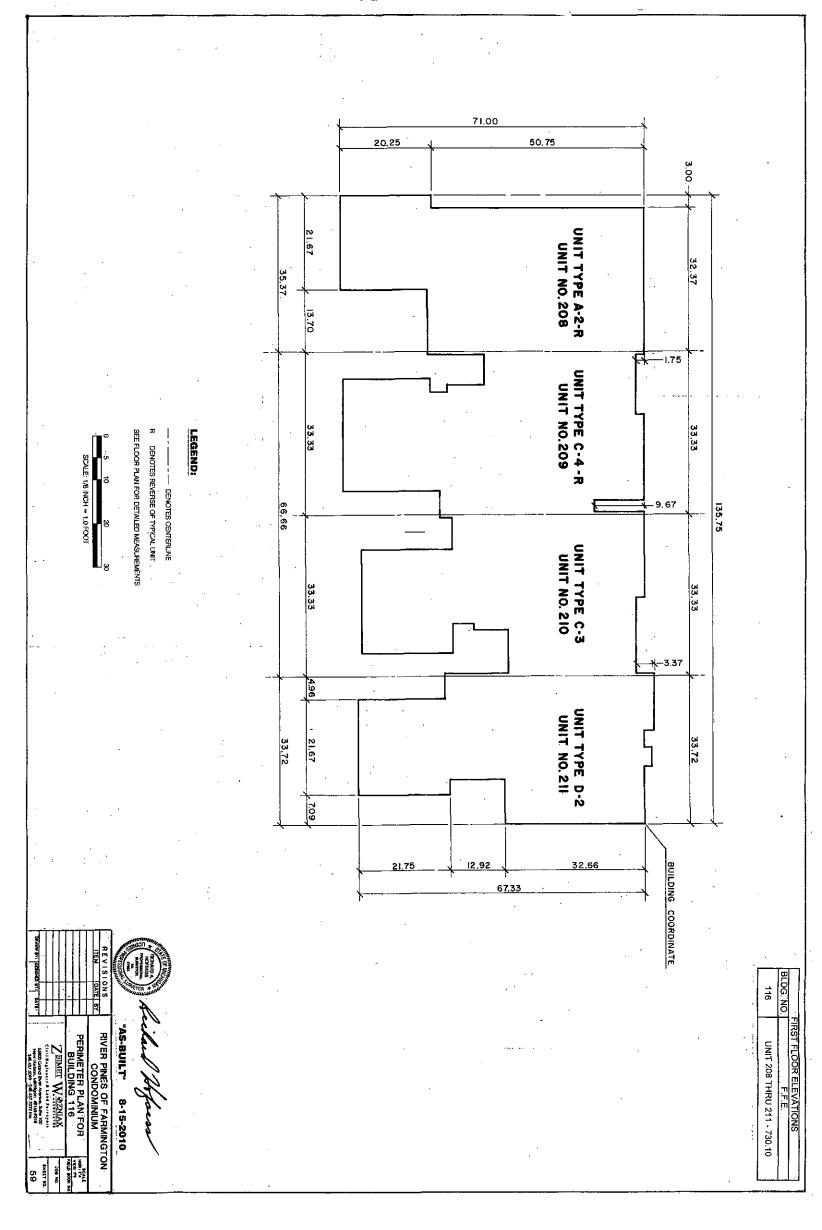


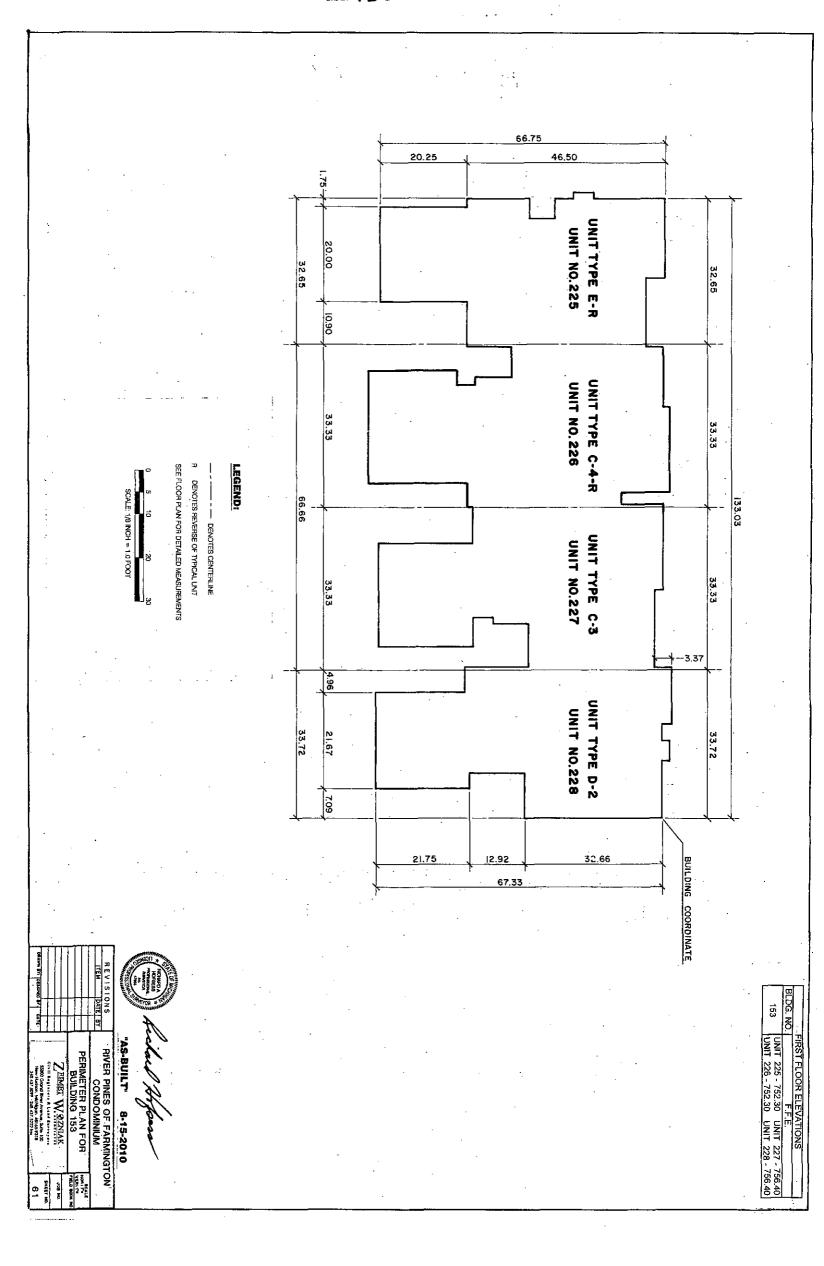
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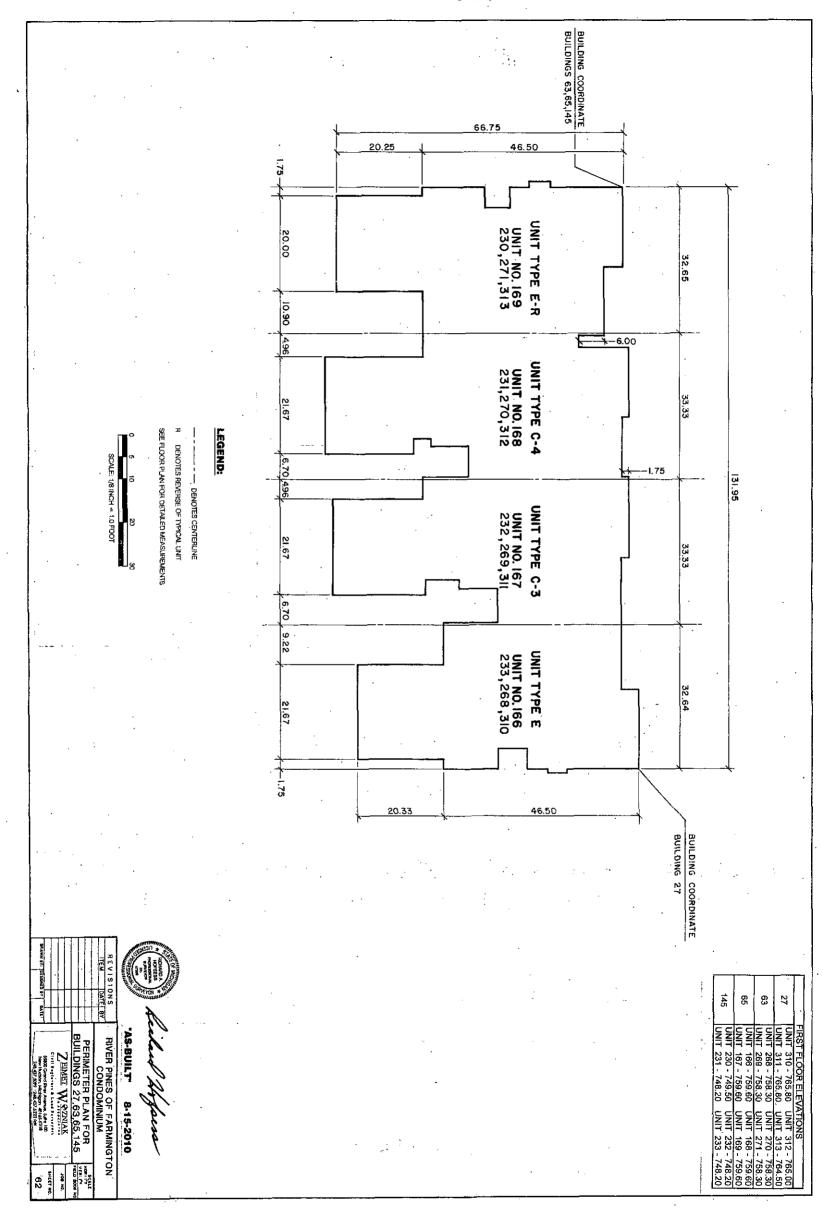
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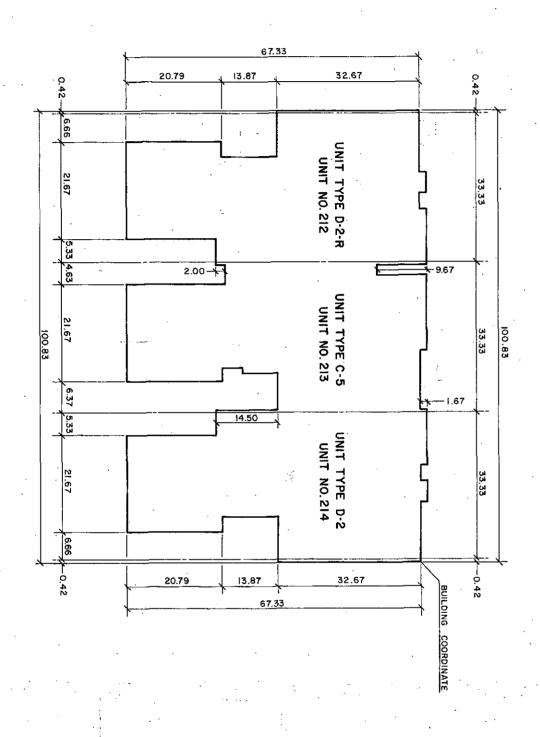












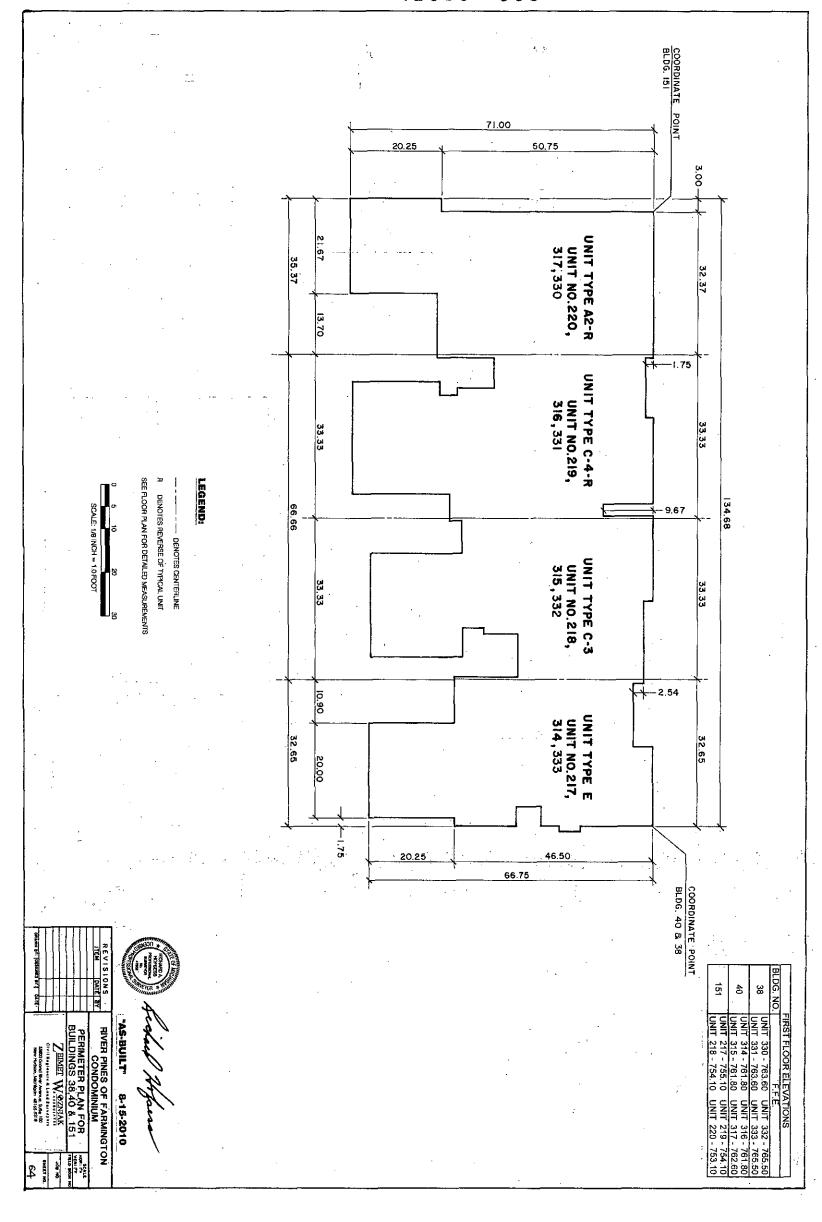
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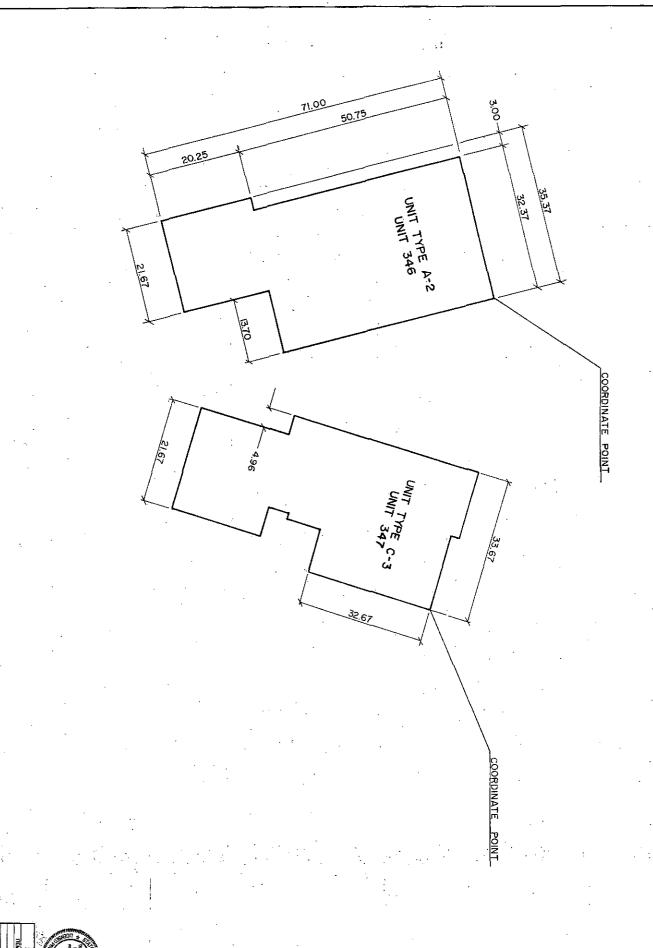
SEE FLOOR PLAN FOR DETAILED MEASUREMENTS
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UNIT 212 THRU 214 - 730.60	F.F.E.	FIRST FLOOR ELEVATIONS





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SEE FLOOR PLAN FOR DETAILED MEASUREMENTS

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