

AGENDA NOTE

MEETING DATE: November 14, 2016

PERSON PLACING ITEM ON AGENDA: City Attorney / City Planner

AGENDA TOPIC: Thomasville Planned Development

- Final Site Plan
- Planned Development Agreement

EXPLANATION OF TOPIC:

The subject property is an 11.65± acre parcel located on the south side of 11 Mile Road approximately ¼ mile west of Pontiac Trail. The property is currently owned by South Lyon 60 Unit Detached Condo LLC. The parcel was originally intended to be developed as part of Colonial Acres Phase V with multiple family units.

In 2015, the previous owner, Tom Schroder, submitted an application to rezone Parcel No. 21-19-126-002 from RM-1 (multiple family residential) to PD (Planned Development) and to approve the Preliminary (Stage I) Planned Development Site Plan for the 60-unit single-family detached site condominium development referred to as "Thomasville."

Pursuant to Sections 102-383 through 102-386 of the City's Zoning Ordinance, approving a Planned Development is a four-step process:

- (1) a public hearing and review of the rezoning request and Preliminary (Stage I) PD Planned Development Site Plan by the Planning Commission with a recommendation to City Council;
- (2) a review and action on the rezoning request and Preliminary (Stage I) PD Planned Development Site Plan by the City Council;
- (3) a review of the Final (Stage II) PD Planned Development Site Plan by the Planning Commission with a recommendation to City Council; and
- (4) a review and action on the Final (Stage II) PD Planned Development Site Plan by City Council.

The first step was completed on August 13, 2015, and the Planning Commission held a public hearing and recommended that City Council: 1) approve the Developer's request to rezone the Property from RM-1 (Multiple Family Residential) to PD (Planned Development); and 2) approve the Preliminary (Stage I) Site Plan for the Thomasville planned development.

For the second step, on November 23, 2015, the South Lyon City Council approved the Preliminary (Stage I) Site Plan for the Thomasville planned development with conditions, and on August 22, 2016, the South Lyon City Council approved the rezoning of the Property from RM-1 (Multiple Family Residential) to PD (Planned Development) with conditions.

The third step was completed on July 28, 2016, and the Planning Commission recommended that City Council approve the Final (Stage II) Planned Development Site Plan for the Thomasville planned development subject to the following conditions:

1. Completion of the easement with Colonial Acres for the extension of Lexington to connect with Thomasville.
2. Revision of the landscape plan to include a street tree for every unit.
3. Approval of final PUD agreement.
4. Administrative approval of previously presented elevations for each model to be built including a ranch-style model. The elevations presented at the July 28, 2016 Planning Commission meeting (variations A, B, C & D) will be considered to be one model as it applies to House Variety and the Anti-Monotony Rule.
5. The layout of units in the development will adhere to section 13(H) of the draft Planned Development Agreement: *Product Variety and Anti-Monotony Rule. The same elevation (meaning the front façade of a residential dwelling) shall not be constructed or used for the residential dwelling immediately next to and on the same side of the road and most directly across the road from a residential dwelling.*
6. Administrative approval of a materials board.
7. Approval of all City department heads and consultants.

The fourth and final step is for Council to review and take action on the proposed final (stage II) planned development site plan for Thomasville. Council is permitted to place conditions on the final site plan approval.

As noted above, one of the Planning Commission conditions on its recommendation for approval of the Final Site Plan was approval of a final Planned Development Agreement which is also being presented to Council for action.

There are two items relating to this development which have not been adequately addressed.

1. The Developer has not provided cross/reciprocal easement which provides rights of access across both Lexington Drive and other streets in Colonial Acres and in Thomasville to provide access through both developments between Pontiac Trail and Eleven Mile.
2. The Developer has not provided a revised Master Deed and Bylaws addressing the emergency access drive and gate further west on Eleven Mile and the cross/reciprocal access via Lexington Drive.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:

- a. Proposed Final (Stage II) Planned Development Site Plan for Thomasville
- b. Planning Commission Minutes of 7/28/16 recommending approval of the Thomasville Final (Stage II) Planned Development Site Plan with conditions
- c. Ordinance Rezoning the Property from RM-1 to PD with conditions
- d. Consultant and Department review letters
- e. Proposed Planned Development Agreement between 60 Unit Detached Condo LLC and the City of South Lyon relating to the Thomasville Planned Development
- f. Condominium Master Deed and By-Laws (need to be revised)

POSSIBLE COURSES OF ACTION: Approve with or without conditions/deny/postpone/refer back to Planning Commission

RECOMMENDATION:

Postpone this matter to the next Council meeting to allow Developer additional time to provide additional documents and information regarding the cross-access easement and the revised Master Deed and Bylaws

Alternatively, approve the Final (Stage II) Planned Development Site Plan and Planned Development Agreement for Thomasville subject to the conditions listed below in the proposed alternative motion.

SUGGESTED MOTIONS:

Motion to postpone this matter to the next Council meeting to allow Developer additional time to provide additional documents and information regarding the cross-access easement and the revised Master Deed and Bylaws.

ALTERNATIVE MOTIONS:

1. Motion to approve the Final (Stage II) Planned Development Site Plan for Thomasville subject to the following conditions:

- a. Final approval and execution of the Planned Development Agreement between City of South Lyon and South Lyon 60 Unit Detached Condo LLC
- b. Development of residential dwelling consistent with the Elevation Drawings and the Planned Development Agreement
- c. Compliance with applicable City ordinances
- d. Compliance with Council and Planning Commission approvals and conditions
- e. Compliance with the reviews, reports, and requirements of other City departments, consultants, and other agencies as presented
- f. Approval by the City Manager and City Attorney of an acceptable cross or reciprocal access easement providing access rights across the private streets in Colonial Acres and Thomasville to allow Lexington Drive to be a through street that allows access through both developments between Pontiac Trail and Eleven Mile Road
- g. Approval by the City Manager and City Attorney of revised Condominium Master Deed and Bylaws for Thomasville which provides that Lexington Drive is a through-street and that reciprocal rights of access through the streets of Colonial Acres and Thomasville exist to provide access between Pontiac Trail and Eleven Mile Road, and that provides that an emergency access and gate west of the main entrance shall be constructed and maintained by the Developer and/or Association

2. Motion to approve the Planned Development Agreement between the City of South Lyon and South Lyon 60 Unit Detached Condo LLC, and authorize the Mayor and Clerk to execute same, subject to the following conditions:

- a. Approval by the City Manager and City Attorney of an acceptable cross or reciprocal access easement providing access rights across the private streets in Colonial Acres and Thomasville to allow Lexington Drive to be a through street that allows access through both developments between Pontiac Trail and Eleven Mile Road
- b. Approval by the City Manager and City Attorney of revised Condominium Master Deed and Bylaws for Thomasville which provides that Lexington Drive is a through-street and that

reciprocal rights of access through the streets of Colonial Acres and Thomasville exist to provide access between Pontiac Trail and Eleven Mile Road, and that provides that an emergency access and gate west of the main entrance shall be constructed and maintained by the Developer and/or Association

**City of South Lyon
Planning Commission
Regular Meeting Minutes
July 28, 2016**

The meeting was called to order by Chairman Lanam at 7:05 p.m.

PRESENT: Scott Lanam, Chairman
Keith Bradley, Vice-Chairman
Jerry Chaundy, Secretary
Michele Berry, Commissioner
Wayne Chubb, Commissioner
Steve Mosier, Commissioner
Jason Rose, Commissioner

ABSENT: Frank Leimbach, Commissioner (excused)
Carol Segal, Commissioner (unexcused)

OTHERS PRESENT: Timothy Wilhelm, City Attorney
Kelly McIntyre, Planning Consultant

APPROVAL OF AGENDA

Motion by Berry, second by Chaundy to approve the agenda for July 28, 2016.

VOTE **MOTION CARRIED UNANIMOUSLY**

Commissioners made a number of corrections to the June 9, 2016 regular meeting minutes.

APPROVAL OF MINUTES AS AMENDED:

Motion by Bradley, second by Chaundy to approve the minutes for June 9, 2016 as amended.

VOTE **MOTION CARRIED UNANIMOUSLY**

COMMENTS FROM THE PUBLIC:

None.

PUBLIC HEARING:

None.

OLD BUSINESS:

None.

NEW BUSINESS:

1) Site Plan Review: Case # 2016-16 McDonald's Drive Thru Extension Located at 22101 Pontiac Trail

McIntyre reviewed the history of this site plan. She noted that it had originally been approved in September 2014 but no work had commenced within a year of approval. The site plan is now expired. The applicant is here today to request an extension.

Greg Lautzenheiser, A.I.A., L+A Architects, Inc.
2430 Rochester Court, Suite 200
Troy, MI

Lautzenheiser explained that the site plan as presented today is the same as what was approved in 2014.

MOTION TO APPROVE THE EXTENSION FOR SITE PLAN CASE #2016-16, MCDONALD'S DRIVE THRU:

Motion by Chubb, second by Rose to approve the site plan extension for Case #2016-16, McDonald's Drive Thru as presented.

VOTE

MOTION CARRIED UNANIMOUSLY

2) Final PD Site Plan Review: Case # 2016-07 Thomasville

Planning Consultant McIntyre reviewed progress on the site plan to date. She stated that City Council had granted preliminary approval to the site plan for Thomasville. The applicant is here tonight requesting a recommendation for final site plan approval. McIntyre stated that Planning Consultant Avantini recommends approval in his review letter.

City Attorney Wilhelm noted that the Planning Commission has been provided with a draft development agreement. He reviewed the document with the Commission. Wilhelm and the Planning Commission discussed a possible easement that would allow for the continuation of Lexington.

Alan Pruss
Monument Engineering
638 S Grand Avenue
Fowlerville MI

Project Engineer Pruss stated that he did not know what the current status of the easement was but he would follow up with Tom Schroder and find out.

Wilhelm stated that he needed clarification on the buffer between Thomasville and the existing development. He wasn't sure if the buffer was just a line of evergreens, or if it was evergreens and a berm.

Commissioner Chubb stated that they still have not seen elevations for the ranch-style option of home. Lanam agreed and stated that the elevations presented at this meeting are not the ones that were previously approved by the Planning Commission. Lanam stated that the Planning Commission

gave this project preliminary approval with the understanding that a ranch-style option would be presented before final approval was granted. Lanam stated that the elevations presented tonight do not offer the variety that the Planning Commission had seen when the elevations were originally presented for preliminary approval. Lanam provided the applicant with his copy of the original elevations.

Lanam stated that since there were only going to be 60 units in this development, there needs to be some variety. He doesn't want to see the same model built over and over again. Wilhelm stated that requiring variety from the units on either side and directly across the street would be a reasonable solution.

Lorenzo Cavalieri
30078 Schoenherr Rd, Ste 300
Warren, MI

Cavalieri asked if elevations were required for final site plan approval. He thought elevations were provided just to give the Planning Commission an idea of the architectural style of the units to be built.

Wilhelm stated that the elevations were required and that the applicant would be held to them, although minor changes could be approved administratively.

Lanam concurred stating that they wanted to see the quality and architectural details from the preliminary elevations. The Commissioners discussed permitted building materials and the gauges of vinyl siding that are available. Wilhelm asked for the Commission to be more specific about the gauge of vinyl siding that they wanted to be used. Commissioner Chubb stated that in his experience 0.46 to 0.50 would be sufficient since 0.55 is the highest grade.

The Commission discussed item "c" on page eight of the development agreement. Wilhelm stated that he isn't entirely comfortable with the wording that states that every dwelling must include all of the architectural details listed. After discussion, it was to be changed to "a mixture of the following details" instead of "all details".

Cavalieri asked about changes to the floor plans. Lanam stated that from a planning perspective the Commission wasn't concerned with the floor plans, just the facades and the exterior materials. Lanam stated that this was a question that needed to be brought up with the Building Department.

Chubb asked about the distribution of street trees, in particular sites 7, 12, 54 and 55 look like they need trees. He noted that units 22-25 also lacked street trees, as well as unit 38.

Cavalieri questioned the review letter from HRC where Mike Darga asked for 30" wide curbs. Cavalieri asked if this was an error since the standard is 18" and that is what is shown on the plans. The Commission agreed that the width should be 18".

Lanam reiterated to the applicant that the Commission would need to see elevations. Chubb requested that the applicant provide the Commission with a materials board as well.

**MOTION TO APPROVE FINAL SITE PLAN: CASE # 2016-07 THOMASVILLE CONTINGENT
UPON THE FOLLOWING:**

Motion by Chubb, second by Berry.

Motion to approve final site plan: case # 2016-07 Thomasville contingent upon:

1. Completion of the easement with Colonial Acres for the extension of Lexington to connect with Thomasville.
2. Revision of the landscape plan to include a street tree for every unit.
3. Approval of final PUD agreement.
4. Administrative approval of previously presented elevations for each model to be built including a ranch-style model. The elevations presented at the July 28, 2016 Planning Commission meeting (variations A, B, C & D) will be considered to be one model as it applies to House Variety and the Anti-Monotony Rule.
5. The layout of units in the development will adhere to section 13(H) of the draft Planned Development Agreement:
Product Variety and Anti-Monotony Rule. The same elevation (meaning the front façade of a residential dwelling) shall not be constructed or used for the residential dwelling immediately next to and on the same side of the road and most directly across the road from a residential dwelling.
6. Administrative approval of a materials board.
7. Approval of all City department heads and consultants.

VOTE

MOTION CARRIED UNANIMOUSLY

TABLED ITEMS:

None.

PLANNING CONSULTANT REPORT:

None.

STAFF REPORT:

None.

ADJOURNMENT:

Motion by Bradley, second by Chubb to adjourn the meeting at 8:53 p.m.

VOTE

MOTION CARRIED UNANIMOUSLY

Scott Lanam, Chairman

Kristen Delaney, Recording Secretary

Jerry Chaundy, Secretary

ORDINANCE NO. __-16

**CITY OF SOUTH LYON
OAKLAND COUNTY, MICHIGAN**

**AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF
THE CITY OF SOUTH LYON REZONING PARCEL NO. 21-19-
126-002 (THOMASVILLE) FROM THE RM-1 DISTRICT
(MULTIPLE-FAMILY RESIDENTIAL) TO THE PD DISTRICT
(PLANNED DEVELOPMENT)**

WHEREAS, the Thomasville Preliminary (Stage I) Site Plan and rezoning of the approximately 11.65 acres of real property located south of Eleven Mile Road and west of Pontiac Trail, Parcel No. 21-19-126-002, meets the standards contained in Section 102-382 of the City of South Lyon Zoning Ordinance for the Planned Development district;

WHEREAS, the rezoning and proposed development will have a beneficial effect, in terms of public health, safety, welfare or convenience, on present and potential surrounding land uses which cannot be achieved under a single zoning district.

WHEREAS, the uses proposed will encourage a more efficient use of public utilities and services and lessen the burden on circulation systems, surrounding properties, and the environment and will improve emergency access to adjacent parcels.

WHEREAS, the rezoning and proposed development is consistent with the City's anticipated master plan designation for the Property.

WHEREAS, the rezoning is warranted by the design and amenities incorporated in the Preliminary (Stage I) Site Plan and based on the shape of parcel, its proximity to the railroad tracks and the existing pond.

WHEREAS, the proposed development provides for 60 detached residential site condominiums which is less than the number of units permitted under the RM-1 zoning district.

WHEREAS, the proposed development provides for usable open space.

WHEREAS, the proposed development meets the City's off-street parking requirements.

WHEREAS, the proposed development provides adequate landscaping to ensure the proposed uses will be adequately buffered from adjacent uses.

WHEREAS, the proposed development provides adequate vehicular and pedestrian circulation and allows safe, convenient, uncongested and well-defined circulation within and to the Property.

WHEREAS, the proposed development reasonably protects and preserves natural and historical features on the Property by preserving open spaces.

THE CITY OF SOUTH LYON ORDAINS:

PART I. Amendment of Official Zoning Map. The Official Zoning Map of the City of South Lyon incorporated into the South Lyon Zoning Ordinance by Section 102-182 is hereby amended to rezone the Property more fully described in the attached Exhibit A (the "Property"), which is hereby incorporated into this Ordinance from the RM-1 District (Multiple-Family Residential) to the PD District (Planned Development) subject to the following conditions:

A. Sections 102-381 through 102-392 of the City of South Lyon Zoning Ordinance pertaining to the PD Planned Development zoning district, as amended, which is part of the City of South Lyon Code of Ordinances, Chapter 102.

B. The Preliminary (Stage I) Planned Development Site Plan for Thomasville prepared by Monument Engineering Group Associates, Inc., Job No. 14-137, approved by the City Council on November 23, 2015.

C. City Council approval of a Final (Stage II) Planned Development Site Plan for Thomasville pursuant to the City's Zoning Ordinance.

D. City Council approval of a Planned Development Agreement for Thomasville Site Condominium development.

E. Any and all conditions of the approvals of the City Council of the City of South Lyon and its Planning Commission relating to the Property and Preliminary (Stage I) and Final (Stage II) Planned Development Site Plans for Thomasville, as reflected in the official minutes and documentation of such approvals.

F. All applicable City Ordinances and design standards.

G. All development, improvements, and use of the Property being subject to and in compliance with the approved Preliminary (Stage I) and Final (Stage II) Planned Development Site Plan for Thomasville, all other applicable conditions thereon as reflected in the official minutes and documentation and approvals, and the Planned Development Agreement.

PART III. Severability. Should any section, subdivision, clause, or phrase of this Ordinance be declared by the courts to be invalid, the validity of the Ordinance as a whole, or in part, shall not be affected other than the part invalidated.

PART IV. Savings Clause. This Ordinance amends the Zoning Ordinance only as specified herein, and the Zoning Ordinance shall remain in full force and effect.

PART V. Repealer. All other Ordinances or parts of Ordinances in conflict herewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

PART VI. Publication. The City Clerk shall publish this Ordinance in the manner required by law and shall publish at the same time, a notice of the adoption of this Ordinance and stating that a copy of the Ordinance is available to the public at the office of the City Clerk for inspection.

PART VII. Effective Date. This Ordinance shall be effective on the date provided by applicable law following publication.

Made, passed and adopted by the South Lyon City Council this ____ day of _____, 2016.

John Galeas, Jr., Mayor

Lisa Deaton, City Clerk

Certificate of Adoption

I hereby certify that the foregoing is a true and complete copy of the ordinance adopted at the regular meeting of the South Lyon City Council held on the ____ day of _____, 2016.

Lisa Deaton, City Clerk

Adopted:
Published:
Effective:

EXHIBIT A
LEGAL DESCRIPTION
CITY OF SOUTH LYON ORDINANCE ___-16

THAT PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 19, T. 1 N., R. 7 E., CITY OF SOUTH LYON, OAKLAND COUNTY MICHIGAN MORE FULLY DESCRIBED AS COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 19, THENCE N 89°30'34" W 102.27 FEET ALONG THE NORTH LINE OF SAID SECTION 19 TO THE POINT OF BEGINNING; THENCE S 00°37'38" W 380.75 FEET; THENCE S 87°38'26" W 164.63 FEET; THENCE S 00°29'48" W 40.53 FEET; THENCE S 77°55'48" W 160.32 FEET; THENCE N 89°26'55" W 272.74 FEET; THENCE S 43°24'20" W 173.88 FEET TO THE NORTHEASTERLY LINE OF THE C & O RAILROAD; THENCE N 46°01'24" W 859.35 FEET ALONG THE NORTH LINE OF THE C & O RAILROAD TO THE NORTH LINE OF SECTION 19; THENCE S 89°30'34" E 1336.46 FEET ALONG SAID NORTH SECTION LINE TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS & ENCUMBRANCES OF RECORD.

Containing 11.635 (Gross)

Containing 10.636 AC (Net Usable- Less R/W)

Parcel Tax Number: 21-19-126-002



CIB PLANNING

July 21, 2016

Planning Commission
City of South Lyon
335 S. Warren Street
South Lyon, MI 48178

Subject:	Thomasville Site Condominium, Final PD Site Plan
Description of Application:	The applicant is requesting Final PD Site Plan approval for the proposed development of a 60 unit single-family residential development on an 11.635 acre parcel.
Site Location:	South side of 11 mile, 1/4 mile west of Pontiac Trail
Applicant:	Monument Engineering Group 638 S. Grand Ave. Fowlerville, MI 48836
Zoning:	RM-1, Multiple-Family Residential District/PUD, Planned Unit Development
Plans Dated:	6-21-16

Dear Planning Commissioners:

We have reviewed the above *revised* Final PD Site Plan request to construct a 60 unit, detached single-family residential site condominium development fronting 11 Mile Road and abutting Colonial Acres. The site is triangular in shape and bordered by 11 Mile Road and single-family residential to the north; the railroad and condominium units to the south; and condominium units to the east. A pond is also located at the northwest corner of the site, next to the railroad track and 11 Mile Road. A Planned Unit Development (PD) rezoning, with associated Preliminary PD Site Plan, was approved by City Council on 11/23/16. The applicant is now returning to the Planning Commission for Final PD Plan review and recommendation to City Council.

FINAL PD SITE PLAN REVIEW COMMENTS

Section 102-131(a) of the City of South Lyon Zoning Ordinance lists the submittal requirements for site plan review. Based on our review of the proposal, discussions with the applicant, and comments received from the Planning Commission during review of the Preliminary PD Site Plan, we offer the following for your consideration:

1. **Area and Bulk.** The proposed site was reviewed in accordance with Section 102-459, *Open space preservation option*, as described in the following table.

17195 Silver Parkway, #309
Fenton, MI 48430

Phone: 810-335-3800
Email: avantini@cibplanning.com

	Required	Provided	Comments
Lot Area	8750 sq. ft. minimum	Average of 4200 s.f.	A waiver was granted
Lot Width	60 ft. minimum	40 ft. minimum	A waiver was granted
Residential Density	3.7 units/acre max.	Approximately 5.15 units/acre	A waiver was granted
Front yard setback (single-family)	25 ft.	25 ft.	In compliance
Side yard setback	6/10 ft.	5/10 ft.	A waiver was granted
Rear yard	35 ft.	Varies, from 20 ft. to 40 ft.	A waiver was granted
Building Height (single-family)	2 stories max. 25-ft. max. building height	1-2 stories, max. 25 ft. height	In compliance
Lot Coverage (buildings)	25% maximum	16.8%	In compliance

2. **Overall Layout.** The overall layout of the proposed development matches the layout of the approved Preliminary PD Site Plan.
3. **Emergency Access.** The paved and gated emergency access drive to 11 Mile Road has been provided, along with a manufacturer's detail for the gate and Knox Box. The condominium documents require the maintenance of these as Limited Common Elements.
4. **Park Area.** The park area is located behind units #22-#26 and wraps around the pond to the west of unit includes an asphalt pathway and two (2) benches.
5. **Landscape Plan.** The landscape plan provides the required street trees and replacement trees, along with entryway plantings. In addition, the planting size for almost all of the proposed trees exceeds ordinance requirements and is considered a benefit of the project. The landscape plan also indicates the planting of evergreen trees (minimum 10' height) along the property line. There appear to be gaps behind units #2 and #6 (where trees are not planted) and should be explained by the applicant.
6. **Building Elevations.** The Preliminary PD Site Plan submission included both one (1) and two (2) story building elevations while the Final PD Site Plan provides renderings of only two (2) story elevations. The Planning Commission did express the need for architectural variety and three (3) different front elevations are shown. Consideration should be given to introducing a fourth elevation and will a one (1) story ranch elevation be needed? This issue needs to be addressed with the Planning Commission and an agreement reached.
7. **Street Lights.** Eight (8) street lights are proposed throughout the development, primarily at the entryway, street intersections, road curves, and longer stretches of roadway. This should

provide adequate lighting for motorists and pedestrians without creating a nuisance for the homeowners, especially with the units being close together. We recommend the use of decorative street poles/fixtures and the applicant has indicated that details will be provided on the construction drawings.

8. **Condominium Documents.** A copy of the condominium documents has been submitted and reviewed/approved by the City Attorney (see letter dated 7/11/16).
9. **Other Department and Agency Review.** Final PD Site Plan approval must be conditioned upon review and approval from other applicable consultants, departments, and agencies.

RECOMMENDATION

Based upon the above comments, we recommend that the Planning Commission recommend approval of the Thomasville Final PD Site Plan to City Council, conditioned upon the following:

1. Satisfactory resolution of the building elevation issue with the applicant concerning the need for a fourth elevation and possible use of one (1) story buildings;
2. The use of decorative street light poles/fixtures, to be reviewed and approved administratively; and
3. Review and approval from other applicable consultants, departments, and agencies.

If you have any further questions, please contact us at 810-335-3800.

Sincerely,

CIB PLANNING



Carmine P. Avantini, AICP
President



PRINCIPALS

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EMAIL: info@hrc-engr.com

July 26, 2016

City of South Lyon
335 South Warren
South Lyon, MI 48178

Attn: Mr. Carmine Avantini
City Planner

Re: Thomasville
Final Site Plan Review

HRC Job No. 20150059.02

Dear Mr. Avantini:

We have reviewed the final site plan for the proposed Thomasville Site Condominium as prepared by Monument Engineering Group Associates, Inc (dated July 8, 2016). Based on our review of the final site plan, we offer the following comments:

General

1. A street lighting plan should be included with the plans.
2. Provide elevations and descriptions for the benchmarks on the plans.
3. It appears that overhead utilities exist along the 11 Mile Road frontage of this development and the poles are located close to the proposed buildings and the entrance curb line. The easements for these utility lines should be shown on the plans to verify that work is not proposed within the easement. In addition, it appears that the proposed water main easement located along with 11 Mile Road frontage intersects the overhead electric cables.
4. Show and label all easements on the plans.

Water Supply

1. All water mains 8 inches and larger shall be profiled.
2. Show water services, size, and location of curb stops on the plans.
3. Show the connection and plan for connecting to the existing main along 11 Mile Road east of the site.

Sanitary Sewer

1. There should be backfill along every foot of sanitary sewer main based on the sanitary sewer main and pavement/sidewalk locations.
2. Show the sanitary sewer leads for each residence on the plans and in the profile view.
3. Include a sanitary sewer basis of design with the plans.
4. Provide 0.10 foot drop between all inverts at all manholes.

Mr. Carmine Avantini
July 26, 2016
HRC Job Number 20150059.02
Page 2 of 2

Storm Water Management

1. Include the required and provided storm water detention calculations, forebay sizing calculations, orifice sizing calculations for the outlet control structure, and storm sewer capacity calculations.
2. Include a drainage area map and storm sewer design calculations with the plans.
3. Provide 4 inch sump pump discharge leads for each unit that is connected to the storm water system.

Pavement and Grading

1. Provide the roadway cross section for the pavement in the 11 Mile Road ROW. This cross section shall conform to RCOC standards and require their review and approval.
2. The roadway profile is missing the proposed elevations on sheet C10.1.
3. Label driveway slopes on the plans. Driveways shall slope away from the home.
4. The minimum vertical curve length is 100 feet.
5. Please review the proposed grading to verify that the maximum grade is 1 vertical to 4 horizontal.
6. Label the basement floor elevations on the plans.

Summary

This office recommends final site plan approval contingent upon the above items being addressed in future plan reviews. A revised set of construction plans which address the above comments should be resubmitted to this office for review. This office is available to discuss the particulars of this review with the Applicant or his engineer, at their request. If you have any questions or require any additional information, please contact the undersigned.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.


Michael P. Darga, P.E.

DMH/dmh

pc: City of South Lyon; L. Ladner, L. Collins, B. Martin, A. Badarak
MEGA; A. Pruss
HRC; J. VanDeCreek, J. Booth, D. Hansen, File



SOUTH LYON FIRE DEPARTMENT

217 Whipple Street, South Lyon, MI 48178
Phone: 248-437-2616 Fax: 248-437-3025
southlyonfire.com

MEMORANDUM

TO: Carmine Avantini, CIB Planning
FROM: Fire Chief Mike Kennedy
DATE: July 7, 2016
RE: Thomasville Condominium Development – Final Site Plan

Below are the fire department comments for the Thomasville Condominium Development – Final Site Plan. Please email firechief@southlyonmi.org with any questions. Thank you.

1. Fire Hydrant Manufacturer and Model

The incorrect hydrant is referenced in the site plan. The City of South Lyon uses the Clow Double Pumper Medallion Hydrant with dual 4" Storz nozzles.

2. Knox Box – Emergency Access Gate

The Knox Box 1650 series should be removed. It is unnecessary to have a pole mounted Knox Box for this emergency gate. In its place, please use a Knox Padlock – Exterior Model 3770 that can be directly applied to the emergency access gate.

SOUTH LYON POLICE DEPARTMENT

Lloyd T. Collins
Chief of Police



Memorandum

To: Planning

From: Chief Lloyd T. Collins

Subject: Review of Final Site Plan for Thomasville

Date: July 11, 2016

I have reviewed the above-captioned site plan, which was forwarded to the Police Department for comment. I also conducted a visual inspection of the area in question.

Based upon my review, I have the following concerns with respect to the site plan submitted at this time.

I was unable to determine from the submitted plans whether Lexington Drive in the Thomasville site will connect with Lexington Drive in Colonial Acres. I strongly support connecting the two street segments and extending Lexington Drive from Colonial Acres all the way to Eleven Mile Road. Connecting the two segments will allow both an alternative and faster route for emergency vehicles to reach residences in the northwest corner of Colonial Acres.

Additionally, exterior lighting for the condominiums and parking areas should comport with current crime prevention standards.

THOMASVILLE
PLANNED DEVELOPMENT AGREEMENT

Entered into between:

The City of South Lyon, a Michigan Municipal Corporation

and

South Lyon 60 Unit Detached Condo LLC, a Michigan limited liability company

Dated: November __, 2016

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THOMASVILLE

PLANNED DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of November, 2016, by and between the City of South Lyon ("City") a Michigan Municipal Corporation, whose address is 335 S. Warren Street, South Lyon, Michigan 48178, and South Lyon 60 Unit Detached Condo LLC ("Developer"), a Michigan Limited Liability Company, whose address is 101 W. Big Beaver, 10th Floor, Troy, Michigan 48084.

Developer: South Lyon 60 Unit Detached Condo LLC

Project Engineer: Monument Engineering Group Associates, Inc. (MEGA)

RECITALS:

A. This Planned Development Agreement covers a parcel of real property containing approximately 11.635± acres, located on the south side of Eleven Mile Road, ¼ mile west of Pontiac Trail, in the City of South Lyon, more fully described on the attached **Exhibit A** (the "Property").

B. Developer is the fee owner of the Property, and Developer's predecessor voluntarily proposed rezoning and development of the Property as a residential Planned Development consisting of an 60 unit detached single-family residential site condominium to be known as Thomasville. Developer is the developer and proprietor of the Thomasville site condominium (the "Development").

C. Developer's predecessor previously applied for approval of an amendment to the City of South Lyon's Zoning Ordinance rezoning the Property from RM-1 District (Multiple Family Residential) to PD District (Planned Development).

D. As part of the planned development approval process, Developer has offered and agreed to make the improvements and to proceed with undertakings as described in the Development Documents as defined below in Section 3 which Developer and City agree are necessary and roughly proportional to the burden imposed in order to: (1) ensure that public services and facilities affected by the Development will be capable of accommodating increased service and facility loads caused by the Development, (2) protect the natural environment and conserve natural resources, (3) ensure compatibility with adjacent uses of land, (4) promote use of the Property in a socially and economically desirable manner, and (5) achieve other legitimate objectives authorized under the Michigan Zoning Enabling Act, MCL 125.3101 et seq., and the City's ordinances.

E. The Development would provide the Developer with certain material development options not otherwise available under the RM-1 zoning district and would be a distinct and material benefit and advantage to the Developer.

F. On August 13, 2015, the South Lyon Planning Commission recommended that the South Lyon City Council: i) approve the Developer's request to rezone the Property from RM-1 (Multiple Family Residential) to PD (Planned Development); and ii) approve the Preliminary (Stage I) Site Plan for the Thomasville planned development.

G. On November 23, 2015, the South Lyon City Council approved the Preliminary (Stage I) Site Plan for the Thomasville planned development with conditions as reflected in the minutes of the meeting.

H. On August 22, 2016, the South Lyon City Council approved Ordinance No. ___-16 with conditions rezoning the Property from RM-1, (Multiple Family Residential) to PD (Planned Development) as reflected in the minutes of the meeting.

I. On July 28, 2016, the South Lyon Planning Commission recommended that the South Lyon City Council approve the Final (Stage II) Planned Development Site Plan for the Thomasville planned development with conditions.

J. On _____, 2016, the South Lyon City Council approved the Final (Stage II) Planned Development Site Plan for the Thomasville planned development subject to, among other things, approval of a Planned Development Agreement.

K. The City desires to ensure the Property is developed and used in accordance with the Final (Stage II) Planned Development Site Plan and conditions thereon as approved by the City Council and applicable laws and regulations.

L. For the purpose of confirming the rights and obligations in connection with the improvements, development, and other obligations to be undertaken on the Property as it is developed as Thomasville Planned Development, the Developer and the City desire to set forth the parties' obligations with respect to the Development according to the Final (Stage II) Planned Development Site Plan.

NOW, THEREFORE, as an integral part of the approval of the Development, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. SUMMARY DESCRIPTION OF THE DEVELOPMENT

The Development is a Planned Development consisting of no more than 60 detached residential site condominium units on the approximately 11.635± acres of real property located at on the south side of Eleven Mile Road, ¼ mile west of Pontiac Trail, in the City of South Lyon, more fully described on the attached **Exhibit A** (the "Property") to be known as Thomasville.

2. GENERAL TERMS

A. Developer and the City acknowledge and represent that the foregoing recitals are true and accurate and binding upon the parties.

B. As provided for in Section 102, Article VI, Division 14 of the City of South Lyon Zoning Ordinance pertaining to the Planned Development (PD) Zoning District, specifically including but not limited to Section 102-384, the approvals of the Preliminary (Stage I) and Final (Stage II) Site Plans for the Development are integral to the rezoning of the Property to PD (Planned Development) and development of the Property.

C. The terms, provisions, and conditions of this Agreement are and shall be deemed to be of benefit to the Property and shall run with and bind the Property and shall bind and inure to the benefit of the successors and assigns of the parties to this Agreement.

D. Maximum Number of Units. The Development shall consist of no more than 60 residential detached site condominium units as shown on the Final (Stage II) Planned Development Site Plan;

E. The Developer agrees to develop the Property in accordance with the terms and conditions of this Agreement.

F. All development, use, and improvement of the Property shall be subject to and in accordance with all applicable City ordinances, and shall also be subject to and in accordance with all other approvals and permits required under applicable City ordinances, the Development Documents defined in Section 3 below, and federal and state laws for the respective components of the Thomasville Planned Development.

3. DEVELOPMENT AS A PLANNED DEVELOPMENT

Developer shall develop and improve the Property in full compliance with the following Development Documents ("Development Documents") and requirements:

A. The City's Zoning Ordinance.

B. The Final (Stage II) Planned Development Site Plan for Thomasville approved by City Council prepared by Monument Engineering Group Associates, Inc. (MEGA), Job No. 14-137, dated 7-8-16, and last revised on _____-16 which includes:

Sheet	G-1.0	Cover Sheet
Sheet	V-1.0	Topographic Survey (by others)
Sheet	V-2.0	Tree Survey
Sheet	V-2.1	Tree Survey
Sheet	CD-1.0	Demolition Plan
Sheet	C-1.0	Site Plan
Sheet	C-1.1	Entrance Detail
Sheet	C-3.0	Utility Crossing Plan (West)
Sheet	C-3.1	Utility Crossing Plan (East)
Sheet	C-4.0	Sanitary Sewer Plan (West)
Sheet	C-4.1	Sanitary Sewer Plan (East)
Sheet	C-4.2 to 4.4	Sanitary Sewer Profiles
Sheet	C-5.0	Water Main Plan (West)

Sheet	C-5.1	Water Main Plan (East)
Sheet	C-6.0	Storm Sewer Plan (West)
Sheet	C-6.1	Storm Sewer Plan (East)
Sheet	C-6.2 to 6.4	Storm Sewer Profiles
Sheet	C-7.0	Grading and Soil Erosion and Sedimentation Plan (West)
Sheet	C-7.1	Grading and Soil Erosion and Sedimentation Plan (East)
Sheet	C-9.0	Storm Water Management Plan
Sheet	C-9.1	Storm Water Calculations
Sheet	C-9.2	Detention Basin Details
Sheet	C-10.0	Road Alignment Plan
Sheet	C-10.1	Lexington Drive Sta. 0+00 to 4+05
Sheet	C-10.2	Thomasville Sta. 100+00 to 106+51
Sheet	C-10.3	Thomasville Sta. 106+51 to 109+70
Sheet	C-10.4	Thomasville Sta. 109+70 to 114+94
Sheet	C-10.5	Thomasville Sta. 114+94 to 117+96
Sheet	C-11.0	Miscellaneous Details
Sheet	C-11.1	Emergency Access Gate and Lock Details
Sheet	C-11.2 to 11.6	City of South Lyon Details
Sheet	C-12.0 to 12.1	Specification and Notes
Sheet	L-101	Landscape Plan (East)
Sheet	L-102	Landscape Plan (West)
Sheet	W-101	Woodland Impact Plan

C. Any and all conditions on the Final (Stage II) Planned Development Site Plan approval by the South Lyon City Council pertaining to the Development and reflected in the official minutes of such meeting(s). Once the Final (Stage II) Planned Development Site Plan for Thomasville Planned Development is approved, a reduced-size copy of it and the minutes of the South Lyon City Council meeting at which the Council approved it shall be attached to this Agreement as **Exhibits B** and **C** respectively.

D. The approved elevation drawings for dwellings for Thomasville Planned Development are attached as **Exhibit D**.

E. Any and all public or private easements contemplated by this Agreement including, without limitation, utility easements, access easements, or conservation easements.

F. This Agreement and conditions imposed herein.

G. The Condominium Master Deed and Bylaws as required by Section 16 hereunder applicable to the Property setting forth, *inter alia*, the long-term maintenance obligations related to the Property.

H. City of South Lyon Engineering Design Standards, and any other reasonable conditions which might be required by the City's Engineering Consultants.

Developer shall, with respect to the Property, comply with all applicable ordinances and regulations of the City in effect at the time of development of the Property, except where modified by, or as otherwise provided in, this Planned Development Agreement. Developer shall, with respect to the Property, fully comply with all engineering and other applicable federal, state, county, and city standards, codes, regulations, ordinances and laws in effect at the time of development of the Property.

4. EFFECT OF PUD APPROVAL

The Thomasville Planned Development Ordinance reclassifies the zoning of the Property to Planned Development (PD) and constitutes the zoning and land use authorization for the Property, and all use and improvement of the Property shall be in conformity with such Ordinance and the Development Documents.

5. PERMITS AND AUTHORIZATIONS

The City shall grant to Developer, and its contractors and subcontractors, all City permits and authorizations necessary to bring all utilities, including electricity, water, storm and sanitary sewer to the Property, and to otherwise develop, improve, use, and occupy the Property in accordance with the Final (Stage II) Planned Development Site Plan, provided Developer has first made all requisite filings and submissions for permits, complied with the requirements for said permits, or authorizations and submittals, and paid all required fees. Any applications for permits or authorizations from the City will be processed in the customary manner.

6. PHASING

The Property shall be developed in a single phase.

7. WATER AND SANITARY SEWER

A. Developer shall, at its sole expense, construct and install improvements, facilities and/or connections tying into the municipal water and sanitary sewer systems. Such improvements shall be designed and constructed in accordance with the Final (Stage II) Planned Development Site Plan, the City's Engineering Design Standards, approved engineering plans, and all applicable federal, state, county, and city standards, codes, regulations, ordinances and laws. Developer shall dedicate easements and conveyances for, and shall post financial security

relating to the completion of construction of the water and sanitary sewer improvements and facilities, as-built plans, and shall dedicate all such water and sewer system improvements in accordance with applicable City policies, procedures, ordinances, the Development Documents, and this Agreement. All water and sanitary sewer improvements and facilities shall remain common elements until dedication of same is accepted by the City of South Lyon or such other applicable agency. The City's consideration of and acceptance of dedications of water and sanitary sewer improvements in the Development shall be as and when determined by the City.

B. No water or sanitary sewer manholes, water gate stops, meter boxes, or curb stops for the water supply or sanitary sewer system shall be located in driveway approaches, sidewalks or other hard or paved surfaces.

C. Developer shall assume all risks associated with any non-availability of water and/or sanitary sewers to serve the Development or structures within it, including without limitation, uninhabitable buildings and fire protection risks.

8. STORMWATER

Developer shall, at its sole expense, construct and maintain a storm water drainage system for the Development, which shall include both on-site and off-site improvements as necessary, in accordance with the Development Documents, the approved Final (Stage II) Planned Development Site Plan, and all applicable ordinances, laws, codes, standards and regulations. At a minimum, the stormwater drainage improvements and facilities shall be designed in accordance with, satisfy, meet and comply with all applicable County and City standards or other applicable ordinances, codes, regulations, and standards.

9. ROADS AND SIDEWALKS

A. All roads, entranceways, and walkways within the general common element shall be constructed by Developer, at its sole expense, to Road Commission for Oakland County standards in accordance with the Development Documents, the Final (Stage II) Planned Development Site Plan, approved engineering plans, the City's Engineering Design Standards, this Agreement, and all applicable City Ordinances.

B. The roads in the Development shall be private roads.

C. The roads in the Development shall be constructed with 18-inch layback mountable curb and gutter.

D. Developer shall post financial security relating to the completion of construction of all road, entranceways, and walkways.

E. The Eleven Mile Road approach improvements will require review and approval of the Road Commission for Oakland County and shall be constructed to comply with such requirements and standards.

F. Lexington Drive shall be paved from the existing pavement in the adjacent Colonial Acres development to Eleven Mile Road, and it shall be a through street in accordance with the Final (Stage II) Planned Development Site Plan and Development Documents. Developer shall be responsible for obtaining and recording necessary cross-access easements or other

documents relating to the connection between the Property and the adjacent Colonial Acres development such that Lexington Drive is a through street providing access through both developments between Pontiac Trail and Eleven Mile Road.

G. Developer shall construct, at its sole expense, a 20-foot wide emergency access drive and entranceway ("Emergency Access") at a point along Eleven Mile Road west of the main entranceway into the Development as shown on the Final (Stage II) Planned Development Site Plan with an emergency gate and lockbox approved by the South Lyon Fire Department. The Emergency Access and gate shall be and remain a general common element. The Emergency Access shall be maintained by the Association as it would maintain any of the other Common Elements, and the costs thereof shall be borne by the Association. Snow will be removed from the emergency access by the Association on a permanent basis. The City has the authority to enforce this provision by removing the snow from the emergency access and charging the Association the cost thereof. Further, the Association shall maintain the Emergency Access area clear of any and all obstructions at all times, including by not limited to vehicles, structures, and any other objects that may, or could impede emergency vehicles' access to the Development. The Emergency Access shall be gated so that it is not used as a primary access to the Development. The Association shall provide any keys or codes required to open the emergency gate to the City's Police and Fire Departments. The City shall have the right, but not the obligation, to enforce the repair and maintenance of the Emergency Access in accordance with the Final (Stage II) Planned Development Site Plan and this Agreement against the Association. In the event the Association fails to repair and maintain the Emergency Access, the City may enforce the obligation as provided for in Sections 17 and 18 of this Agreement, and as otherwise provided for in the Master Deed.

H. Sidewalks are subject to Sections 82-71 through 82-80 of the City of South Lyon Code of Ordinances, as amended, and the City shall have no obligation to maintain, repair, replace sidewalks in the Development. The City shall not have any obligation to clear snow and ice from sidewalks in the Development which is an obligation and responsibility of the unit owners and residents pursuant to Section 82-78 of the City of South Lyon Code of Ordinances.

I. The Developer and/or Association shall snow plow and otherwise remove snow from the roads.

J. Developer shall provide a hard road surface during all times of construction to provide emergency vehicle access to the farthest point of all buildings under construction and a stone mud mat as required by the Soil Erosion and Sedimentation Control Program as administered by the Oakland County Water Resources Commissioner's Office. In the event the hard road surface cannot be commenced or completed due to the closure of concrete plants during the winter months, Developer shall be permitted to proceed with construction upon installation of a temporary gravel or stone surface road capable of supporting fire and rescue apparatus, provided that the replacement of the temporary road by the hard surface road shall be completed within forty-five (45) days of the opening of the asphalt plants in the immediately following spring. Developer shall assume all risks of fire damage to any buildings resulting from the inability of any such gravel or stone access road to support fire and emergency apparatus.

K. Prior to completion of the construction or paving of the roads and entranceways (except the top coat), Developer shall apply dust palliative to, and otherwise maintain, such areas as necessary to keep them in good repair and minimize problems for adjacent property owners and the motoring public at large. Developer shall also keep adjacent roadways free of

debris and repair any damage to such roads caused by Developer's activities, subject to City requirements.

10. BUFFERING

The Development shall include an evergreen buffer, to be installed by Developer, at its sole expense, consisting of minimum 10-foot tall evergreen trees along the east and south sides of the Development between it and the Colonial Acres development. This buffer shall comply with the approved Final (Stage II) Planned Development Site Plan and landscaping plans for the Development. Developer, at its expense, shall install the evergreen buffer and obtain City approval thereof prior to the issuance of any building permits for dwellings in the Development.

11. LANDSCAPING, LIGHTING, SIGNAGE, AND SCREENING

A. All landscaping, lighting, signage, and screening constructed on the Property shall fully comply with the Development Documents and all applicable City and other ordinances and regulations and other standards applicable to the Development.

B. Street lights shall be and remain a general common element and will not be dedicated to the City, and Developer, Association, and unit owners shall be responsible for maintaining, repairing, replacing and operating the street lights at their sole expense.

12. OPEN SPACE AND NATURAL FEATURES

A. The pond and perimeter trees shall be preserved during construction and as part of the Development.

B. The open spaces and natural areas designated on the Final (Stage II) Planned Development Site Plan and/or landscape plans are intended to add to the overall aesthetics of the Development and to provide active and passive recreational areas for the residents of the Development, and to ensure their long-term preservation, the designated open spaces and natural features shall be and are hereby perpetually preserved as open space and unimproved areas (other than improvements installed in accordance with the Final (Stage II) Planned Development Site Plan). These areas will be designated as general common elements in the Condominium Master Deeds and Bylaws, which shall also include a provision for the, as the case may be, maintenance, repair, and preservation of the designated open spaces and natural features.

13. RESIDENTIAL DWELLING UNIT REQUIREMENTS AND RESTRICTIONS

All residential dwellings shall be constructed in accordance with and be consistent with the elevation drawings for Thomasville dwellings provided to and approved by the South Lyon City Council as part of the Final (Stage II) Planned Development Site Plan (**Exhibit B**). Additionally, residential dwellings constructed in the Development shall comply with the following regulations:

A. Units in the Development shall be a minimum of 4,200 square feet in area on average.

B. Dwellings shall be constructed in accordance with the applicable governmental building codes and requirements. All dwellings to be erected, altered, placed or permitted on

any unit shall conform with the following minimum size requirements as to total floor area, and the calculation of total floor area includes the garage area:

- i. One story – not less than 1,400 square feet
- ii. Two-story – not less than 1,800 square feet with at least 1,000 square feet on the first story
- iii. One and half story – not less than 1,600 square feet with at least 1,000 square feet on the first story
- iv. Bi-levels, tri-levels, and multi-levels – not less than 1,800 square feet on the levels at or above the approximate grade of the street abutting the front yard line.

C. Residential dwellings shall be constructed with a mixture of the following exterior features as shown on the elevation drawings: columns, gables, finials, lintels, windows, bays, dormers, cornices, porches, porticos, hips, shutters, architectural garage doors with windows, etc.

D. Exterior Materials. The following are prohibited as exterior materials for residential dwellings in the Development: aluminum siding, light gauge vinyl siding and vinyl siding of less than 0.045" gauge, poured concrete, concrete block, split face block, stucco, EIFS, Dryvit or other similar products. Hardy board or plank or other exterior concrete composite materials are permitted.

E. Side and Rear Materials. The sides and rear of each residential dwelling shall have at least two (2) different exterior materials or one material with two different appearances.

F. Roof Shingles. Architectural shingles shall be used throughout the development.

G. Exterior Colors. The exteriors of residential dwellings shall be of traditional or contemporary color combinations, and Developer and builders shall offer a variety of exterior color combinations.

H. Product Variety and Anti-Monotony Rule. The same elevation (meaning the front façade of a residential dwelling) shall not be constructed or used for the residential dwelling immediately next to and on the same side of the road and most directly across the road from a residential dwelling. Exterior color combinations, materials, and appearances will be considered for purposes of product variety.

I. Each dwelling shall have one private attached garage.

J. Raised decks are prohibited. On-grade patios subject to applicable laws, ordinances, regulations, codes, and standards shall be permitted.

14. COMPLETION OF IMPROVEMENTS

Developer shall be responsible for the construction of all improvements in the Development as shown on and contained in the Development Documents, at no cost to the City, as provided in this Agreement, including without limitation, all roads, drives, entranceways,

sanitary sewer service system, water service system, storm water drainage system, detention and retention facilities, buffers, gas and electric utilities, lighting, signage, landscaping, landscaping amenities, sidewalks, pathways, walkways, barrier or screening walls, retaining walls, soil erosion and sedimentation controls, and any other improvements within or for the Development.

15. FINANCIAL ASSURANCES

A. Financial Assurances Required. Prior to commencing construction of the Development and to secure completion of the Common Improvements, including roads, entranceways, drives, emergency access, water system improvements, sanitary sewer system improvements, stormwater drainage system, pathways, walkways, buffers, common area and entranceway landscaping, lighting, signage, screening, tree removal and replacement, and other general and limited common elements as determined by the City's engineer ("Common Improvements"), Developer shall provide financial assurances satisfactory to the City for completion, preservation, and maintenance of such improvements in accordance with this Agreement and the Development Documents. Such financial assurances shall be in the form of cash or an irrevocable and automatically renewing letter of credit, approved by the City and issued by an institution doing business in Oakland County, in an amount equal to one hundred fifty percent (150%) of the cost of completing the improvements designated by the City. The financial assurance shall require actual construction and installation of the Common Improvements within two (2) years after the issuance of the initial permit. The time limit may be extended for up to twelve (12) months at the City's discretion, upon determination that the work is proceeding toward completion and that the delay is not dilatory or unreasonable under the circumstances. In reaching this determination, the City may take into consideration any appropriate factors established by the Developer, including, but not limited to, weather conditions, delays in securing required permits or approvals from other regulatory agencies, and unforeseen economic events or conditions. A request for extension shall be in writing, accompanied by a schedule for completion of all remaining work. At the time an extension is requested, a site inspection will be conducted, with the cost of such inspection being the Developer's responsibility, to confirm work remaining on the site.

B. Maintenance and Repair Guarantee. Concurrently with approval by the City of any Common Improvements, a two (2) year maintenance and repair guarantee in the form of cash, certified check, or an automatically renewing irrevocable letter of credit running from the date of the City's acceptance of the dedication of the Common Improvement equal to twenty-five percent (25%) of the construction costs for Common Improvements shall be provided by Developer. The maintenance and repair guarantee is to warrant the workmanship, materials, and design used in construction and the successful operation and maintenance of the Common Improvements. Additionally, in accordance with the City's Engineering Design Standards, as-built plans certified by a licensed engineer, reviewed by the City's engineer, shall be submitted to the City.

C. Site Restoration Guarantee. Developer agrees to maintain the Common Improvements during construction of the Development and residential dwellings and to restore, repair, replace, or rebuild same if damaged during construction and until construction is completed as determined by the City Manager. The City shall require Developer to provide the City with a site restoration guarantee in the form of cash, certified check, or an automatically renewing irrevocable letter of credit in an amount equal to ten percent (10%) of the cost of the Common Improvements to be guaranteed to ensure Developer's obligations to maintain and restore the Property and Common Improvements damaged during construction.

D. Unit Deposit. Prior to issuance of a building permit for a residential dwelling, Developer or its successor and/or assigns, including a residential builder applying for a building permit, shall deposit with the City Three Thousand and No/100th dollars (\$3,000.00) in the form of cash, certified check, or an automatically renewing irrevocable letter of credit, whichever Developer elects, running to the City, to guarantee construction and completion of the grading, drainage, driveway, adjacent sidewalks, street trees, et cetera in accordance with this Agreement and the Development Documents. After a final certificate of occupancy for a dwelling is issued, any unused balance of a unit deposit shall be returned to whoever posted it if requested in writing to the City.

E. Reduction and Release. The building official may, after performing a site inspection at the written request of the Developer and determining that all fees due have been paid, rebate or reduce portions of a financial assurance, guarantee or deposit upon determination by the building official, in his sole discretion, that the improvements and/or actions for which that financial assurance, guarantee, or deposit was provided have been satisfactorily completed in accordance with the permit, approved plans, any temporary certificate of occupancy, this Agreement, the Development Documents, and all other applicable laws, regulations, and ordinances. No such rebate or reduction shall occur until fifty percent (50%) of the value of all of the Common Improvements, based on an estimate of the value of labor and materials, for the Development are complete, and at no point shall the amount of the financial assurance, guarantee, or deposit held by the City be less than one hundred fifty percent (150%) of the cost to complete the remaining required Common Improvements or other improvements. The Developer is responsible for the actual cost of inspections requested. The amount of a financial assurance, guarantee, or deposit required may, in the City's sole discretion, be reduced by the amount of the financial assurance required by another governmental entity. If, at any time, the City determines that the funds remaining in the financial assurance, guarantee, or deposit are not, or may not be, sufficient to cover the remaining unpaid cost to complete construction of the Common Improvements or other work and unpaid fees or are otherwise insufficient, then, within ten (10) days after demand by the City, the Developer shall increase the amount of the financial assurance, guarantee or deposit to be sufficient to pay the unpaid costs and fees. Failure to do so may result the City issuing stop work orders and shall be grounds for the City to retain any remaining balance and to draw down additional available funds. All unpaid fees will be deducted from this balance.

F. Inspections. All construction of Common Improvements and other construction are subject to and must be inspected by the City after the completion, as well as during the construction process according to applicable ordinances, laws, statutes, codes and regulations. Upon receipt of a written request for an inspection, the building official will inspect as soon as reasonably practicable thereafter which should generally occur within thirty (30) days. Periodic inspections may also be made at the discretion of the building official.

G. Default. The City may collect or execute against and/or use a financial assurance, guarantee, or deposit when work is not completed in a timely manner in accordance with applicable permits, this Agreement, or the Development Documents. The building official shall notify the applicant in writing of any such determination. *Default* means the failure to: (1) comply with performance guarantee requirements and conditions; (2) complete, in the specified time, any required improvements in accordance with the Development Documents, this Agreement, and applicable federal, state, county, and local laws, ordinances, regulations, and other requirements and with an approved site or plot plan or plat and any conditions thereto; (3) maintain, for the specified period of time, any required improvements in accordance with the

Development Documents, this Agreement, and applicable federal, state, county, and local laws, ordinances, regulations, and other requirements and with an approved site or plot plan or plat and any conditions thereto; and (4) pay current fee and deposit balances when due.

H. In the event of a default, the City shall, following written notice and an opportunity to cure such default, as specified in the notice, have the right (but not the obligation) to use a financial assurance, guarantee, or deposit to complete the improvements or take the appropriate actions to achieve completion, and the application for site or plot plan or plat approval, building permit, temporary certificate of occupancy, or similar approvals shall be deemed to have authorized the right of the City to enter upon the Property to bring about such completion.

I. In the event a financial assurance, guarantee, or deposit posted is insufficient in amount to allow the City to complete the improvements and/or actions, the Developer shall be required to pay to the City such additional costs as are needed for the completion of such improvements and/or actions. Should the City use a financial assurance, guarantee, or deposit, or a portion thereof, to achieve such completion, any amounts remaining shall first be applied to the City's administrative costs, which shall be equal to twenty-five percent (25%) of the cost of such completion, and to payment of actual attorney's fees, consultant fees, and like fees expended in connection with securing the guarantee and completing the Improvements and/or actions; the balance remaining thereafter (if any) shall be refunded to the applicant.

J. The Developer shall be responsible for ensuring that the required financial assurances, guarantees, and deposits remain in place until all Common Improvements and other improvements are completed, inspected, approved, and the financial assurance, guarantee or deposit has been released by the City. Irrevocable letters of credit shall not be permitted to lapse or expire without renewal or replacement. The City may call or collect upon any such financial assurance, guarantee, or deposit prior to its expiration if it reasonably appears to the City that the guarantee will be permitted to lapse or expire.

16. CONDOMINIUM MASTER DEED AND BYLAWS

A. Developer shall submit to the City a Condominium Master Deed and Bylaws ("Master Deed") applicable to the Property and Development. The Master Deed shall be subject to review by the City Attorney and approved by the City Council prior to recording. The Master Deed shall be fully executed and recorded prior to the issuance of any building permits. As part of such Master Deed, there shall be provisions obligating Developer, the Association, and all future successor owners of the applicable portions of the Property to maintain, repair, and preserve all the common elements and improvements, including roads, entranceways, drives, sidewalks, pathways, walkways, driveways, water system improvements, sanitary sewer system improvements, stormwater drainage system, open spaces, natural features, open area amenities, wetland areas, landscaping, buffers, greenbelts, lighting, signage, screening, setbacks, and any other general common elements and other improvements for or within the Development ("Common Improvements") in good working order and appearance at all times and in accordance with the Development Documents and this Agreement. The Master Deed shall also contain reference to the actions which may be taken by the City in the event the Developer or the Association fails to perform its maintenance and repair obligations under this Agreement. Additionally, the Master Deed shall identify and make reference to this Agreement and the obligations imposed there under.

B. Nothing in this Agreement is intended to prevent Developer from imposing more restrictive requirements and standards with respect to the Condominium in the Master Deed.

17. MAINTENANCE OBLIGATIONS

A. Provision for the continued maintenance of all Common Improvements is of major importance to the continued success of the Development. To ensure the proper installation and continued maintenance of the Common Improvements, the following standards are imposed, which shall be incorporated into the Condominium Master Deed and Bylaws.

B. Developer shall form and establish a non-profit corporation, which shall be known as the Thomasville Condominium Association, or such other name as may be designated by Developer (the "Association") to, inter alia, control and be responsible for the maintenance, repair, and preservation ("maintenance") of the Common Improvements, at no cost to the City, and to levy and collect assessments as necessary to pay the costs of such maintenance. Developer and every owner of a unit shall be members of the Association. All membership rights and obligations shall be appurtenant to such members' Condominium unit and may not be separated from the ownership of any unit.

C. Developer shall be responsible for the maintenance of the Common Improvements. Developer's maintenance obligations shall continue until such time as the Developer's maintenance obligations have been assigned and conveyed to the Association as provided for under State law and/or the Master Deed for the Property and Development.

D. In the event the Developer and/or Association, at any time, fail to carry out the aforementioned responsibilities and obligations pertaining to maintain all Common Improvements in the Development, the City shall have the right to serve written notice upon the owner(s) setting forth the deficiencies in maintenance, repair and/or preservation. The notice shall also set forth a demand that such deficiencies be cured within a stated reasonable time period, and the subsequent date, time, and place of hearing before the City Council, or such other board, body or official delegated by the City Council, for the purpose of allowing the Developer and/or Association to be heard as to why the City should not proceed with the maintenance, repairs, and/or preservation which had not been undertaken. At the hearing, the City Council may take action to extend the time for curing the deficiencies, and the date of the hearing itself may be extended and/or continued to a date certain. If following the hearing, the City Council or the board, body, or official designated to conduct the hearing, shall determine that the maintenance, repairs, and/or preservation have not been completed within the time specified in the notice, the City shall thereupon have the power and authority, but not the obligation, to enter upon the Development and Property, or any portion of it, or cause its agents or contractors to enter thereon, and perform such maintenance, repairs and/or preservation as reasonably found by the City to be appropriate. The cost and expense of making and financing such maintenance, repairs, and/or preservation, including the cost of notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in the amount of twenty-five percent (25%) of the total of all costs and expenses incurred, shall be paid by the Development and/or Association and such amounts shall constitute a lien on a pro rata basis as to each unit in the Development. The City may require the payment of such monies prior to the commencement of work. Any such invoice not paid within thirty (30) days following the delivery of the invoice shall bear interest at a rate of one and one-half percent (1 ½%) per month until paid. Further, if such costs and expenses have not been paid within thirty (30) days of a billing to the Developer and/or Association, all unpaid amounts may be placed on the delinquent tax

roll of the City, pro rata as to each unit, and shall accrue interest and penalties, and shall be collected as, and shall be deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may also be collected by suit initiated against the Developer and/or Association, and, in such event, the owner(s) shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit. The City shall also have the enforcement rights otherwise provided in applicable City ordinances and the Development Documents.

E. Should the failure to maintain the Common Improvements be determined by the City to constitute an impending and immediate danger to the health, safety and welfare of the public, the City shall have the right to take immediate corrective action and summarily abate such danger. The City will make its best effort to communicate with the Developer or the Association, as applicable, by telephone at the number to be provided by the Developer and Association before taking such action, but the City will not be required to delay any action in the event of an impending and immediate danger if it is unable to make contact with the Developer or Association, in which event the City will provide notice of the action taken as soon as possible after the time of the action, and in any event no later than forty-eight (48) hours after taking such action. Should deficiencies in repair/maintenance of the Common Improvements be determined to be a public or private nuisance, the same shall be abated pursuant to City ordinances.

18. CITY ENFORCEMENT

In the event there is a failure to comply with or timely or properly perform any obligation or undertaking required under or in accordance with the Development Documents, the City may serve written notice upon the Developer and all other record owners of real property within the Development setting forth such deficiencies and a demand that the deficiencies be cured within a stated reasonable time period, and the date, time, and place for a hearing before the City Council, or such other board, body, or official delegated by the City Council, for the purpose of allowing the violating party an opportunity to be heard as to why the City should not proceed with the actions set forth in (A) through (C) below. At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a date certain. The foregoing notice and hearing requirements shall not be necessary in the event the City determines in its discretion that an emergency situation exists requiring immediate action. If, following the hearing described above, the City Council, or such other board, body, or official designated to conduct the hearing, shall determine in its discretion, that the obligation has not been fulfilled or failure corrected within the time specified in the notice, or if an emergency circumstance exists as determined by the City in its discretion, the City shall thereupon have the power and authority, but not the obligation, to take any or all of the following actions, in addition to any actions authorized under City ordinances and/or State laws:

A. The City may enter on to and upon the Property, or cause its agents or contractors to enter the Property, and perform such obligation or take such corrective measures as reasonably found by the City to be appropriate. The cost and expense of making and financing such actions by the City, including notices by the City and legal fees incurred by the City, plus an administrative fee in an amount equivalent to twenty-five percent (25%) of the total of all such costs and expenses incurred, shall be paid by the Developer within thirty (30) days of a billing to the Developer. The payment obligation under this paragraph shall be secured by a lien against any condominium units in the Development that are not, at the time, occupied under a valid certificate of occupancy issued by the City, which lien shall be deemed effective as of the

date of the initial written notice of deficiency provided pursuant to this Section, or in emergency circumstances the date at which the City incurred its first cost or expense in taking corrective action. Such security shall be realized by placing a billing which has been unpaid by the Developer for more than thirty (30) days on the delinquent tax rolls of the City relative to and any condominium units within the Development that are not, at the time, occupied under a valid certificate of occupancy issued by the City, to accumulate interest and penalties, and to be deemed and collected, as and in the same manner as made and provided for collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit initiated against the Developer, and, in such event, the Developer shall pay all court costs and attorney fees incurred by the City in connection with such suit if the City prevails in collecting funds thereby.

B. The City may initiate legal action for the enforcement of any of the provisions, requirements, or obligations set forth in the Development Documents. A breach of this Agreement by Developer shall constitute a nuisance *per se* which shall be abated. The Developer and the City therefore agree that, in the event of a failure to comply with or timely and properly perform any obligation or undertaking required under or in accordance with the Development Documents, the City shall, in addition any other relief to which it may be entitled at law or in equity, be entitled under this Agreement to relief in the form of specific performance and an order of the court requiring abatement of the nuisance *per se*. In the event the City obtains any relief as a result of such litigation, the violating party shall pay all court costs and attorney and witness fees incurred by the City in connection with such suit.

C. The City may issue a stop work order as to any or all aspects of the Development, may deny the issuance of any requested building permit or certificate of occupancy within any part or all of the Development regardless of whether the violating party is the named applicant for such permit or certificate of occupancy, and may suspend further inspections of any or all aspects of the Development.

19. REIMBURSABLE COSTS

Developer shall reimburse the City for the following costs:

A. All legal, planning, engineering and other consulting fees, incurred in connection with the preparation of this Agreement and any other agreements, including the Master Deed and Bylaws, required for the Development.

B. All legal, planning, engineering and other consulting fees incurred in connection with the review and approval of the application for rezoning and Planned Development site plan approval.

C. All legal, planning, engineering, and other consulting fees, along with applicable permit fees, which may be incurred throughout the construction of the Development as a result of any development inspections or actions taken to ensure compliance with the Development Documents.

D. All costs associated with the submission to the City and consideration of all plans and documents associated with the Development, including, but not limited to, site plans, landscaping plans, wetlands, building plans, engineering plans, as-built plans, permits, inspections, etc.

20. ACCESS TO PROPERTY

In all instances in which the City, pursuant to this Agreement, utilizes the proceeds of a Financial Assurance provided to secure completion or maintenance of Common Improvements, and at any time throughout the period of development and construction of any part of the Development, the City, its contractors, representatives, consultants and agents, shall be permitted, and are hereby granted authority, to enter upon all or any portion of the Property for the purpose of inspecting and or completing the respective Common Improvements, and for the purposes of inspecting for compliance with and enforcement of the Final (Stage II) Planned Development Site Plan and this Agreement.

21. VARIANCES/WAIVERS

Subject to Section 22, requests for dimensional variances or waivers as to Units and dwellings shall be submitted to the Planning Commission for review and decision.

22. CHANGES AND ALTERATIONS TO DEVELOPMENT DOCUMENTS

A. Written requests from the Developer for minor changes or alterations to the Development Documents, including without limitation, the approved Final (Stage II) Planned Development Site Plan, may be approved administratively without the necessity of planning commission or city council action if the City Manager, or her designee, certifies in writing that the proposed revision constitutes a minor change or alteration and does not alter the basic design or any specific conditions of the approved Final (Stage II) Planned Development Site Plan and Development Documents.

B. Requests for major changes or alterations to the Development Documents that would alter the intent of or be inconsistent with the Development Documents or that might result in a major material change to the Development Documents shall be subject to review under Section 102-388(2) of the City's Zoning Ordinance. The City Manager shall determine, in his or her sole discretion, whether a requested change or alteration is minor or major.

C. Minor changes and alterations are slight changes, and the following are illustrative examples of minor changes or alterations:

- i. Correcting non-material errors;
- ii. Adding or altering Home Plans, residential dwelling or model elevation drawings, or architectural features, building facades, exterior building materials;
- iii. Changes in exterior residential dwelling colors;
- iv. Slight changes to berms or landscaping, including plant species and materials;
- v. Slight changes to site access or circulation;
- vi. Changes requested by the city, county, or state for safety reasons.

D. Major changes or alterations are more significant in nature than minor changes and include, but are not limited to, changes in use, changes to the development layout, road

layout, density, setbacks, open space configuration, minimum unit size and dimensions, residential dwelling height, dimensions, or square footage.

23. OWNERSHIP AND/OR CONTROL OF PROPERTY

Developer has represented to the City that Developer owns the Property and is fully authorized and empowered to develop the Property in accordance with and pursuant to the Final (Stage II) Planned Development Site Plan, this Agreement, and all other document, agreements, dedications and recordings, and that Developer has sufficient interest in, or control over, the Property to enter into this Agreement and bind the Property covered herein.

24. MISCELLANEOUS PROVISIONS

A. Agreement Jointly Drafted. The Developer and City have negotiated the terms of the Development Documents, and such documentation represents the product of the joint efforts and mutual agreements of the parties. Developer fully accepts and agrees to the final terms, conditions, requirements, and obligations of the Development Documents, and Developer shall not be permitted in the future to claim that the effect of this Agreement and the Development Documents results in an unreasonable limitation upon uses of all or a portion of the Property, or claim that enforcement of the Development Documents cause an inverse condemnation, other condemnation or taking of all or any portion of the Property. Furthermore, it is agreed that the improvements and undertakings described in the Development Documents are necessary and roughly proportional to the burden imposed and are necessary in order to: (i) ensure that public services and facilities necessary for and affected by the Development will be capable of accommodating the development on the Property and the increased service and facility loads caused by the Development; (ii) protect the natural environment and conserve natural resources; (iii) ensure compatibility with adjacent uses of land; (iv) promote use of the Property in a socially, environmentally, and economically desirable manner; and (v) achieve other legitimate objectives authorized under the Michigan Zoning Enabling Act, MCL 125.3301 *et seq.* It is further agreed and acknowledged hereby that all such improvements, both on-site and off-site, are clearly and substantially related to the burdens to be created by the development of the Property, and all such improvements without exception are clearly and substantially related to the City's legitimate interests in protecting the public health, safety, and general welfare. The parties acknowledge and agree that such improvements, both on-site and off-site, have been found to be necessary and constitute a recognizable and material benefit to the ultimate users of the Planned Development and to the community, which benefit would otherwise be unlikely to be achieved without the Planned Development and are an important component of the Planned Development upon which the City relied in its consideration and approval of the Thomasville Planned Development. None of the terms or provisions of this Agreement shall be deemed to create a partnership or joint venture between the Developer and the City.

B. Ambiguities and Inconsistencies. Where there is a question with regard to applicable regulations for a particular aspect of the Development, or with regard to clarification, interpretation, or definition of terms or regulations, and there are no apparent express provisions of the Development Documents which apply, the City, in the reasonable exercise of its discretion, shall determine whether the regulations of the City's Zoning Ordinance, as that Ordinance may have been amended, or other City Ordinances, codes, policies, standards, or other regulations shall be applicable provided it finds that such determination is not inconsistent with the nature and intent of the Development Documents. In the event of a conflict or inconsistency between

two or more provisions of the Development Documents, the more restrictive provision, as determined in the reasonable discretion of the City, shall apply.

C. Running with the Land. This Agreement shall run with the land constituting the Property, and shall be binding upon and inure to the benefit of the Developer and City and all of their respective heirs, successors, assigns, and transferees. The parties acknowledge that the Property is subject to changes in ownership and/or control at any time, but that heirs, successors, assigns and transferees shall take their interest subject to the terms of this Agreement, and all references to "Developer" in this Agreement shall also include all heirs, successors, and assigns of the Developer. The parties also acknowledge that the members of the City Council and/or the City Administration and/or its departments may change, but the City shall nonetheless remain bound by this Agreement.

D. Governing Law. This Agreement shall be interpreted and construed in accordance with Michigan law and shall be subject to enforcement only in courts located in Michigan. The parties understand and agree that this Agreement is consistent with the intent and provisions of the Michigan and U.S. Constitutions and all applicable laws.

E. Authority. This Agreement has been duly authorized by all necessary action of Developer and the City. By the execution of this Agreement, the parties each warrant that they have the authority to execute this Agreement and bind the Property and their respective entities to its terms and conditions.

F. Additional Council Conditions. Developer acknowledges that subsequent to the recommendation of approval of the Agreement by the South Lyon Planning Commission that the South Lyon City Council may require additional conditions that will be incorporated into said Agreement before it is presented to Developer for signature and such conditions shall be enforceable against Developer.

G. Amendment. This Agreement may not be amended, modified, replaced, or terminated without the prior written consent of the parties to this Agreement. Developer shall have the right to delegate its rights and obligations under this Agreement to the Association. Until the rights and responsibilities under this Agreement are transferred to the Association, Developer and the City shall be entitled to amend, modify, replace, or terminate this Agreement, without requiring the consent of any person or entity whatsoever, regardless of whether such person has any interest in the Property, including unit owners, mortgagees, and others. Following the date, the rights and obligations under this Agreement are transferred or otherwise conveyed to the Association, only the Association and the City shall be entitled to amend, modify, replace, or terminate this Agreement.

H. Severability. The invalidity or unenforceability of any provisions of this Agreement shall not affect the enforceability or validity of the remaining provisions which shall remain in full force and effect and this Agreement shall be constructed and construed in all respects as if any invalid or unenforceable provision were omitted.

I. Notices. Any and all notices permitted or required to be given shall be in writing and sent either by mail or personal delivery to the address first above given.

J. Non-waiver. No failure or delay on the part of any party in exercising any right, power, or privileged under this Agreement shall operate as a waiver thereof, nor shall any single

or partial exercise of any right, power, or privilege under this Agreement preclude further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

K. Incorporation of Documents. The recitals contained in this Agreement, the introductory paragraph, and all exhibits attached to it and referred to herein shall for all purposes be deemed to be incorporated in and made a part of this Agreement.

L. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their heirs, successors and assigns. The rights and obligations contained in this Agreement shall run with the Property.

M. Recordation. A copy of this Agreement shall be recorded in the Oakland County Register of Deeds to provide further notice of the obligations contained herein. Developer shall pay the costs associated with recording this Agreement.

N. Counterpart Copies. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. The of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year recited above.

SOUTH LYON 60 UNIT DETACHED CONDO LLC, a Michigan Limited Liability Company	CITY OF SOUTH LYON, A Michigan Municipal Corporation
By: _____	By: _____
Name:	John Galeas, Jr., its Mayor
Title:	
	By: _____
	Lisa Deaton, its Clerk

ACKNOWLEDGEMENT

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing Agreement was acknowledged before me by John Galeas, Jr., the Mayor of the City of South Lyon, and Lisa Deaton, the Clerk of the City of South Lyon, on behalf of the City of South Lyon, a Michigan municipal corporation, on the _____ day of _____, 2016.

Notary Public
Oakland County, Michigan
My Commission Expires: _____

ACKNOWLEDGEMENT

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing Agreement was acknowledged before me by _____
the _____ for South Lyon 60 Unit Detached Condo LLC, on the _____ day of
_____, 2016.

Notary Public
Oakland County, Michigan
My Commission Expires: _____

Drafted by:
Timothy S. Wilhelm, Esq.
Johnson, Rosati, Schultz & Joppich, P.C.
27555 Executive Drive, Suite 250
South Lyon, MI 48331-3550

After Recording Return to:
Lisa Deaton, Clerk
City of South Lyon
335 S. Warren Street
South Lyon, MI 48178

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

THAT PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 19, T. 1 N., R. 7 E., CITY OF SOUTH LYON, OAKLAND COUNTY MICHIGAN MORE FULLY DESCRIBED AS COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 19, THENCE N 89°30'34" W 102.27 FEET ALONG THE NORTH LINE OF SAID SECTION 19 TO THE POINT OF BEGINNING; THENCE S 00°37'38" W 380.75 FEET; THENCE S 87°38'26" W 164.63 FEET; THENCE S 00°29'48" W 40.53 FEET; THENCE S 77°55'48" W 160.32 FEET; THENCE N 89°26'55" W 272.74 FEET; THENCE S 43°24'20" W 173.88 FEET TO THE NORTHEASTERLY LINE OF THE C & O RAILROAD; THENCE N 46°01'24" W 859.35 FEET ALONG THE NORTH LINE OF THE C & O RAILROAD TO THE NORTH LINE OF SECTION 19; THENCE S 89°30'34" E 1336.46 FEET ALONG SAID NORTH SECTION LINE TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS & ENCUMBRANCES OF RECORD.

Containing 11.635 (Gross)

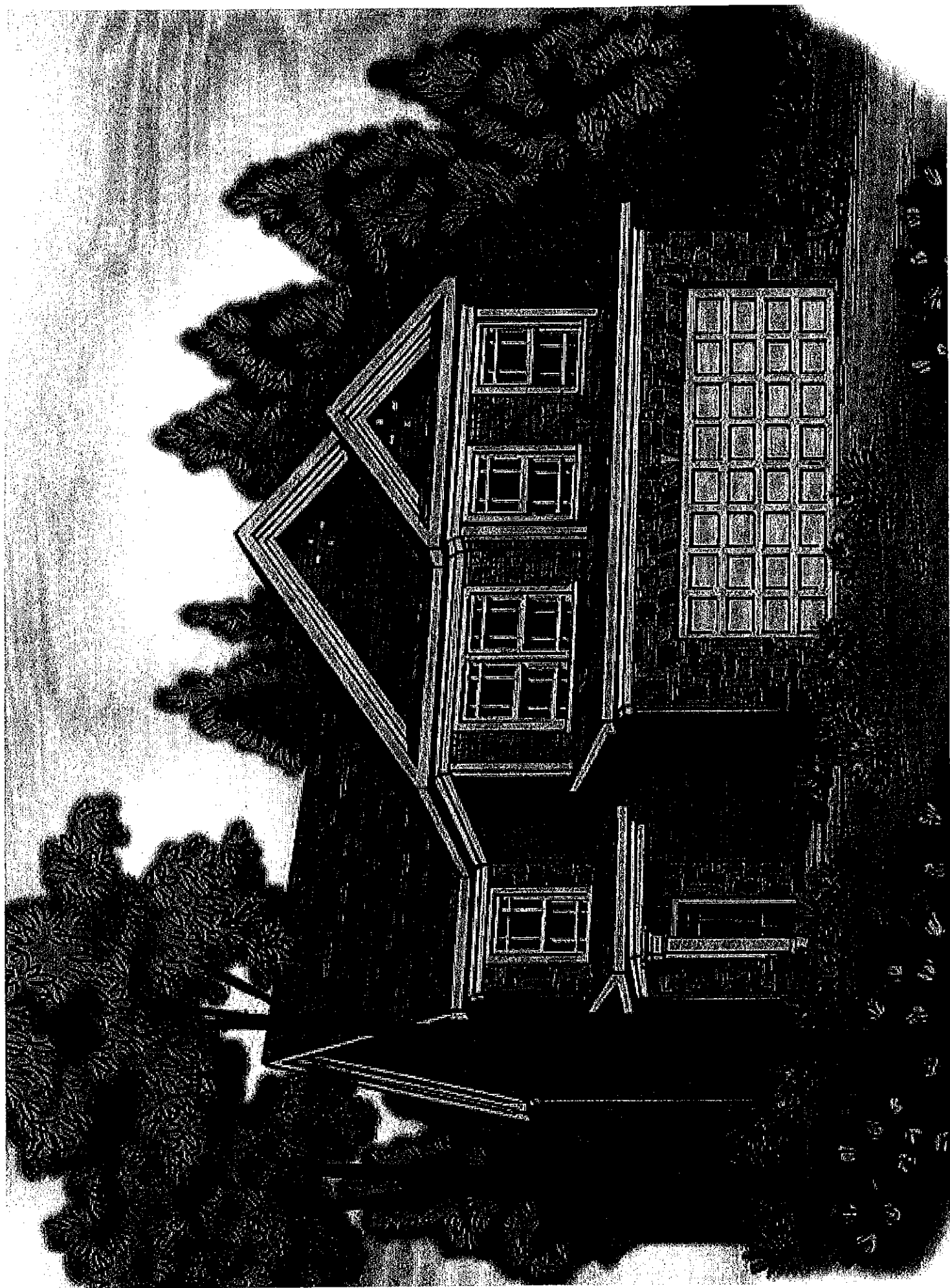
Containing 10.636 AC (Net Usable- Less R/W)

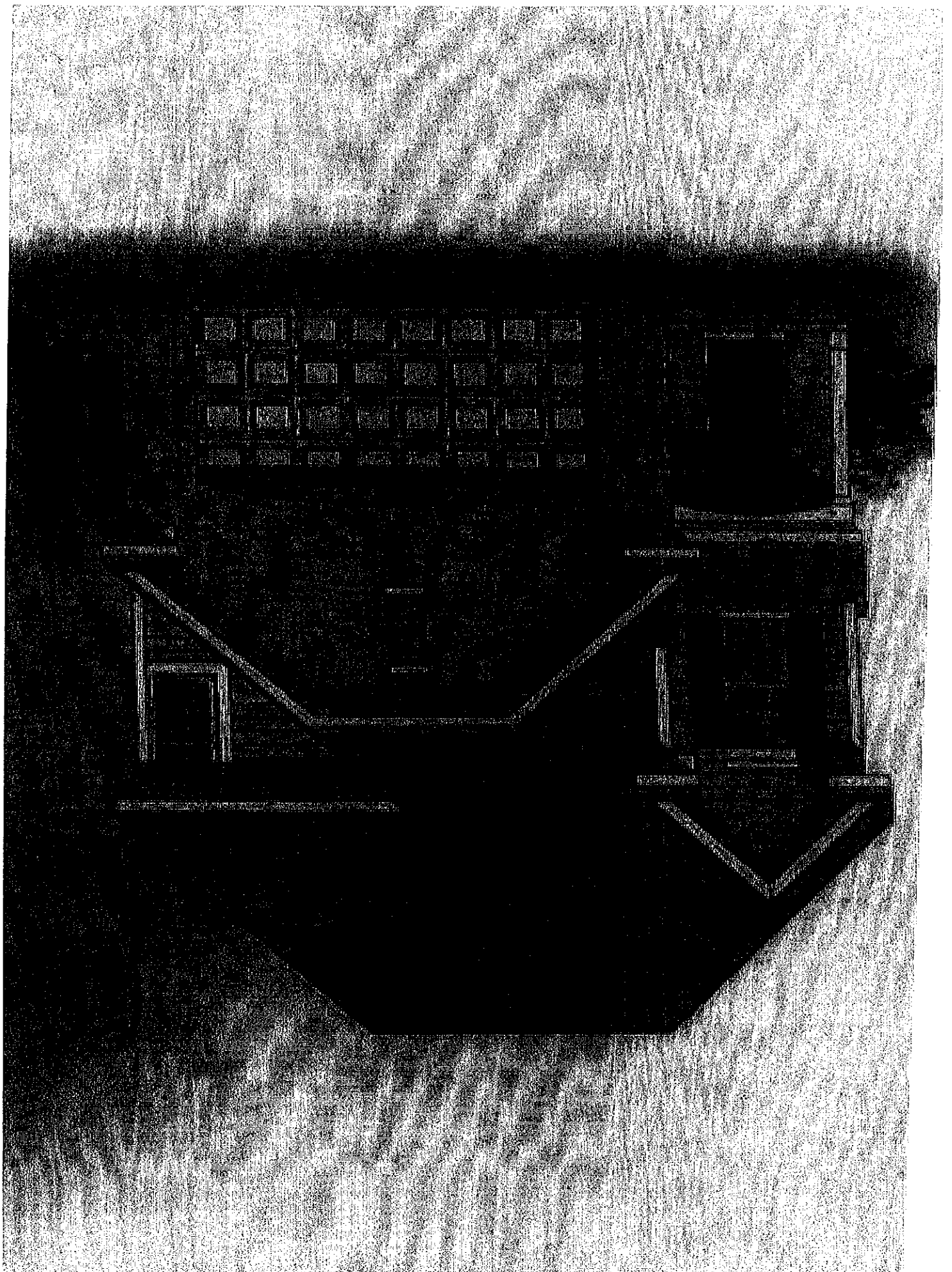
Parcel Tax Number: 21-19-126-002

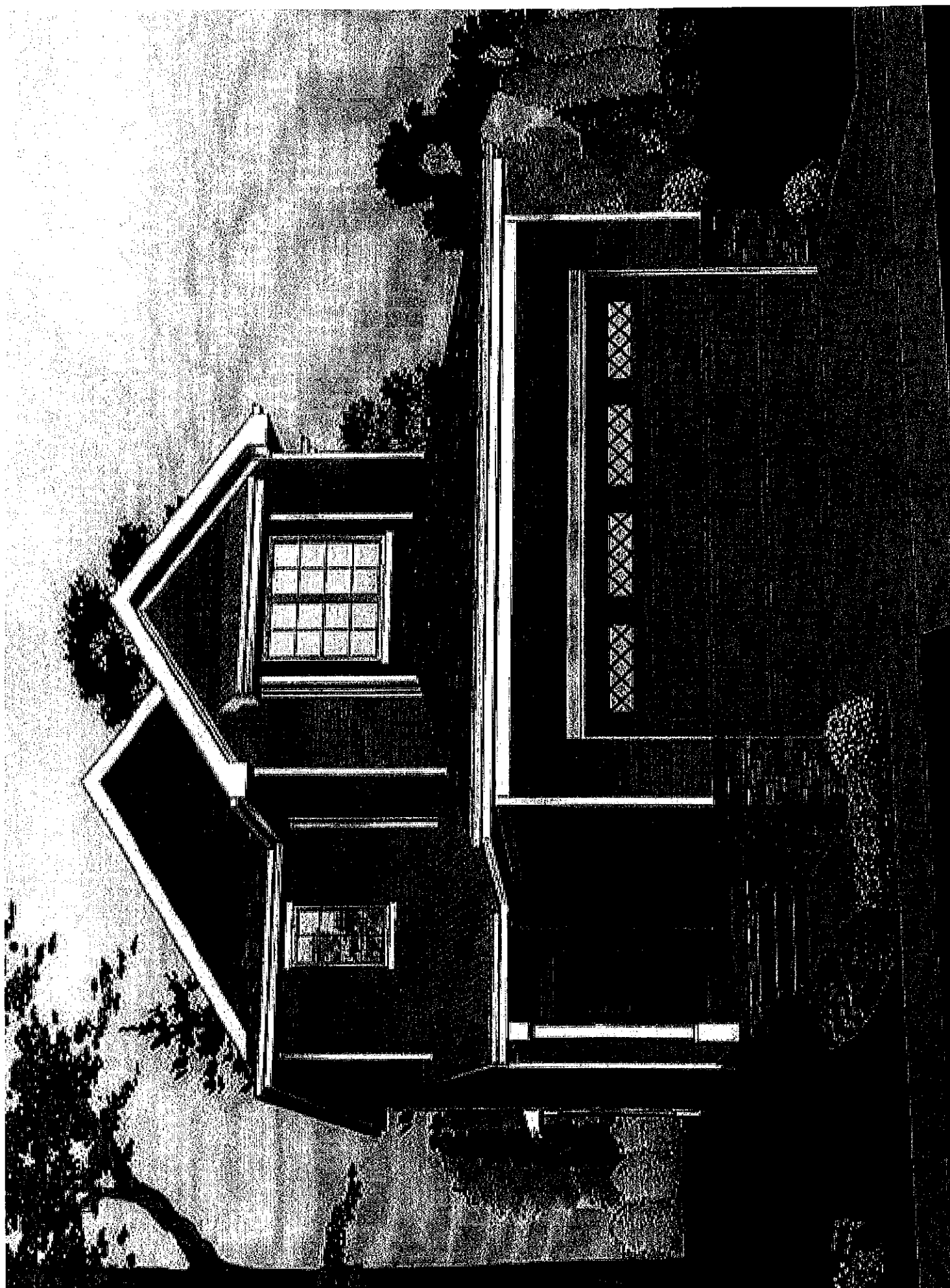
EXHIBIT B
APPROVED FINAL (STAGE II) PLANNED DEVELOPMENT SITE PLAN
THOMASVILLE

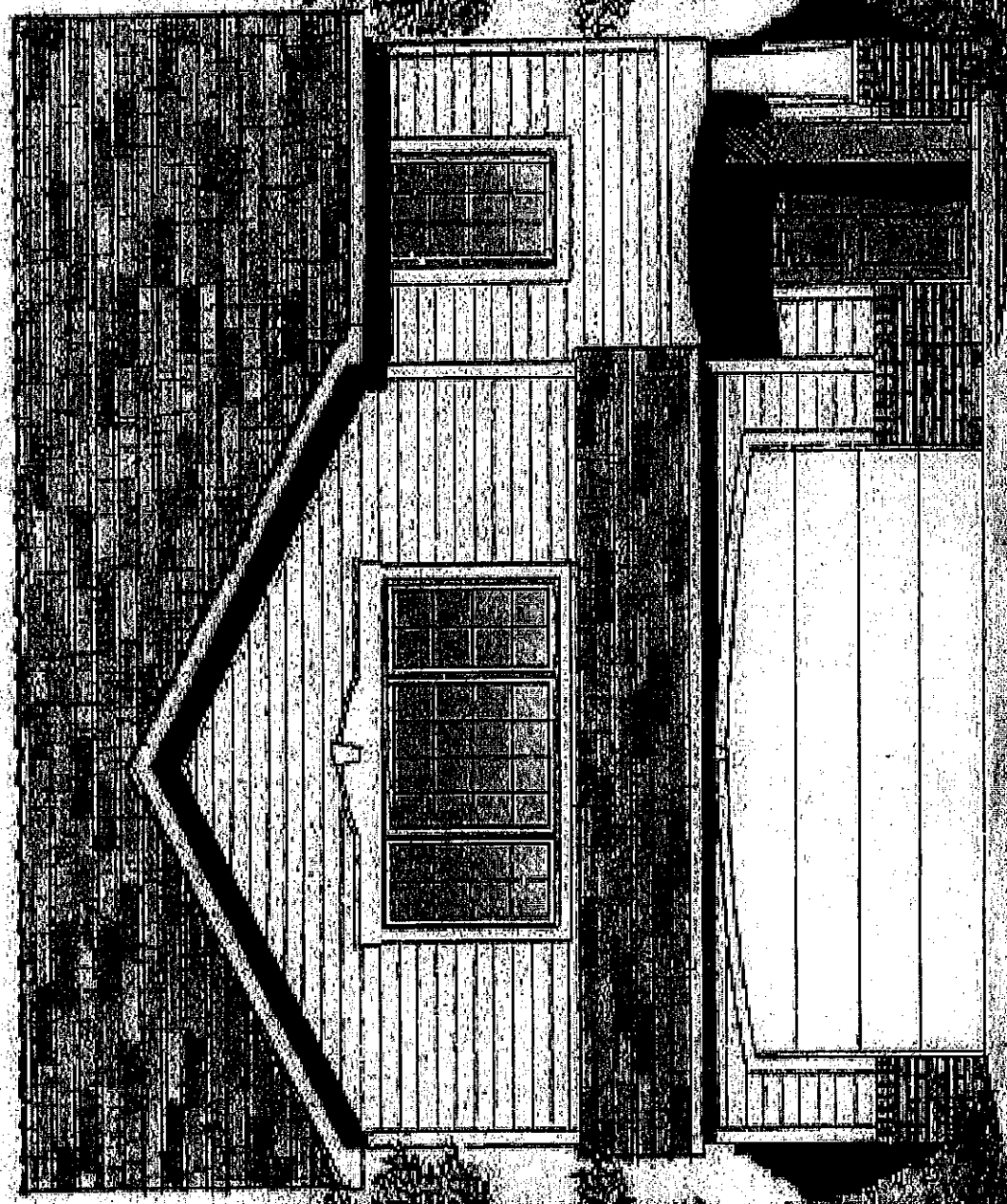
EXHIBIT C
APPROVED MINUTES OF _____, 2015, AND _____,
2016 CITY COUNCIL MEETINGS

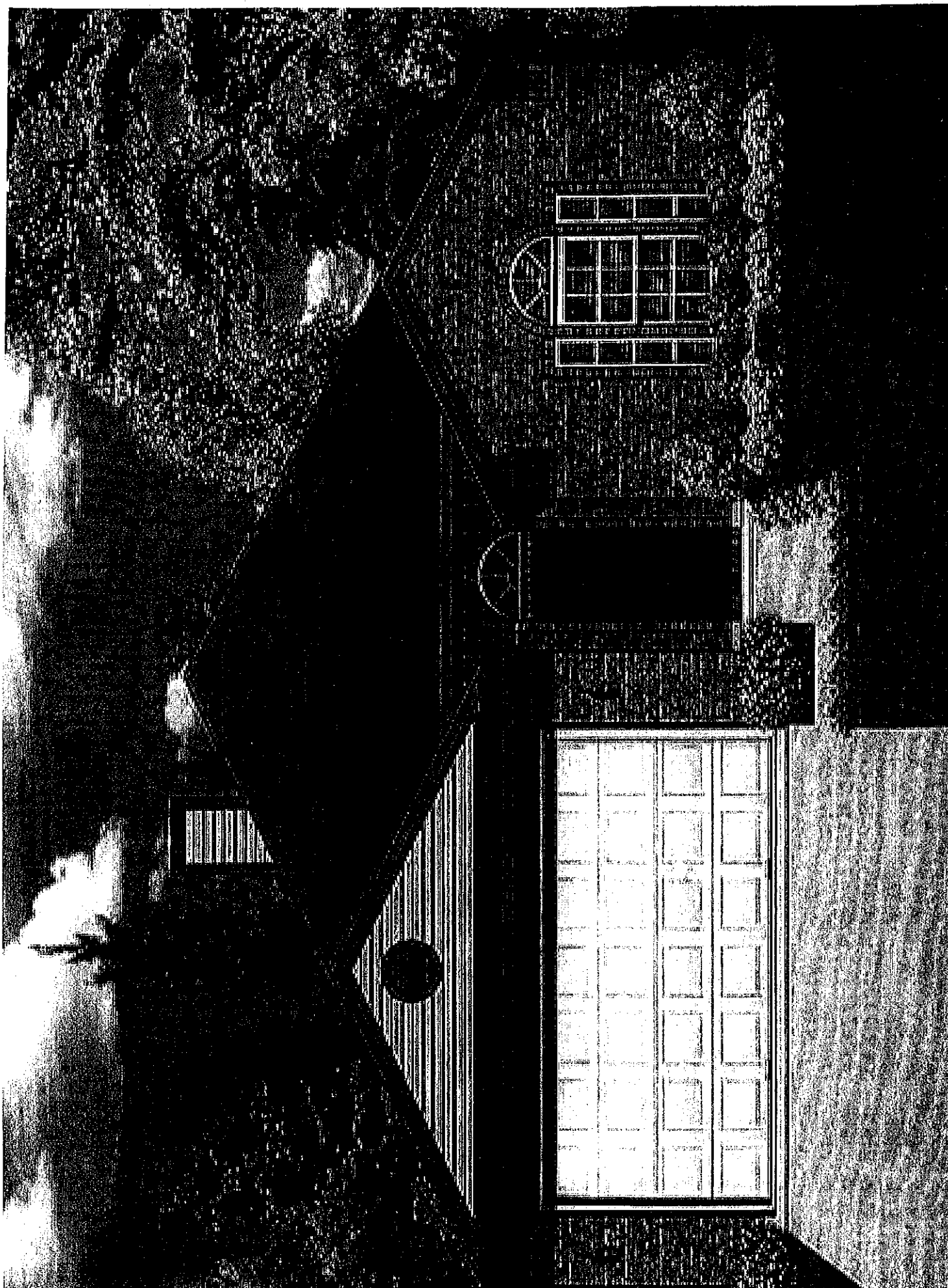
EXHIBIT D
DWELLING ELEVATION DRAWINGS

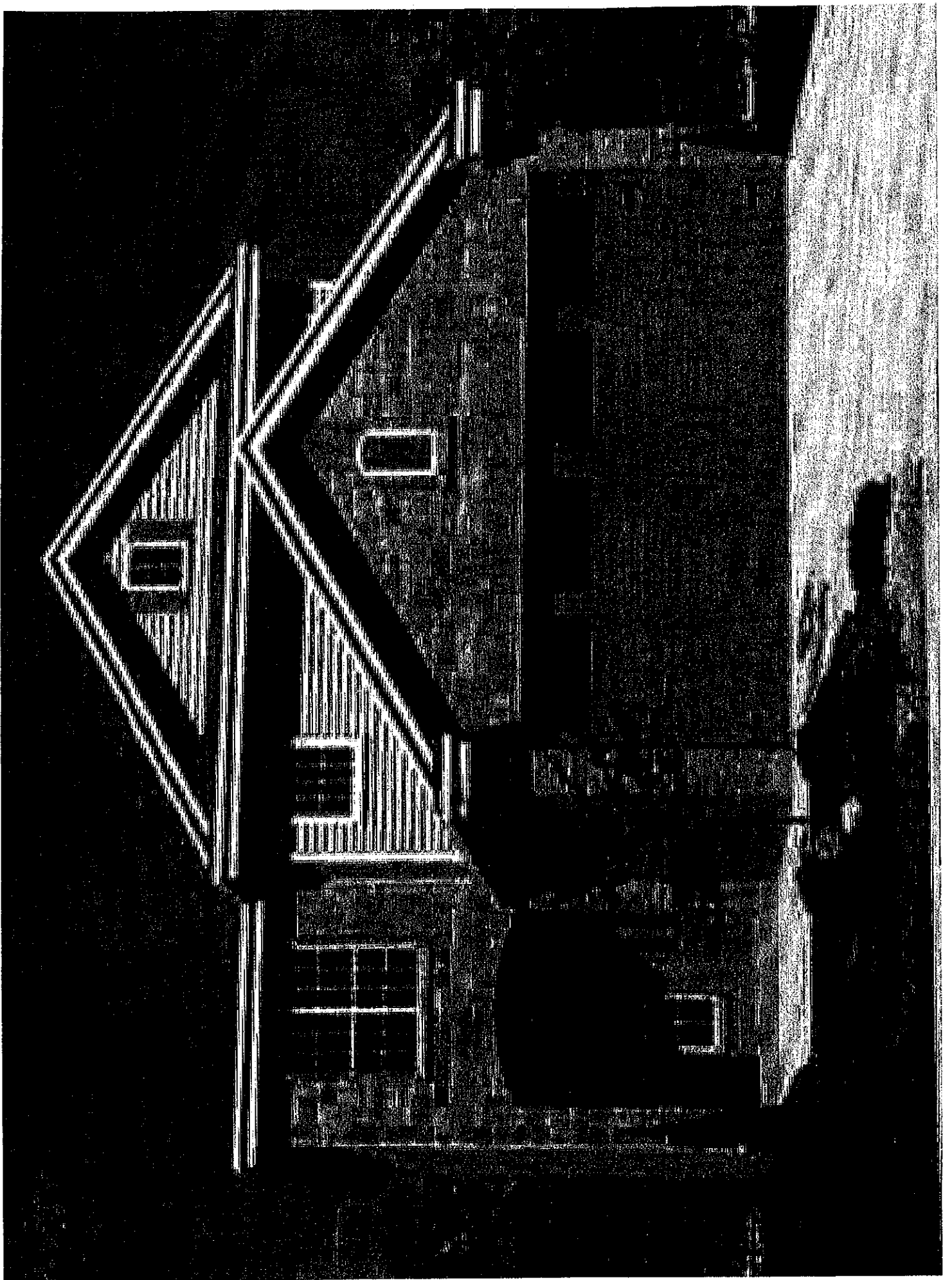


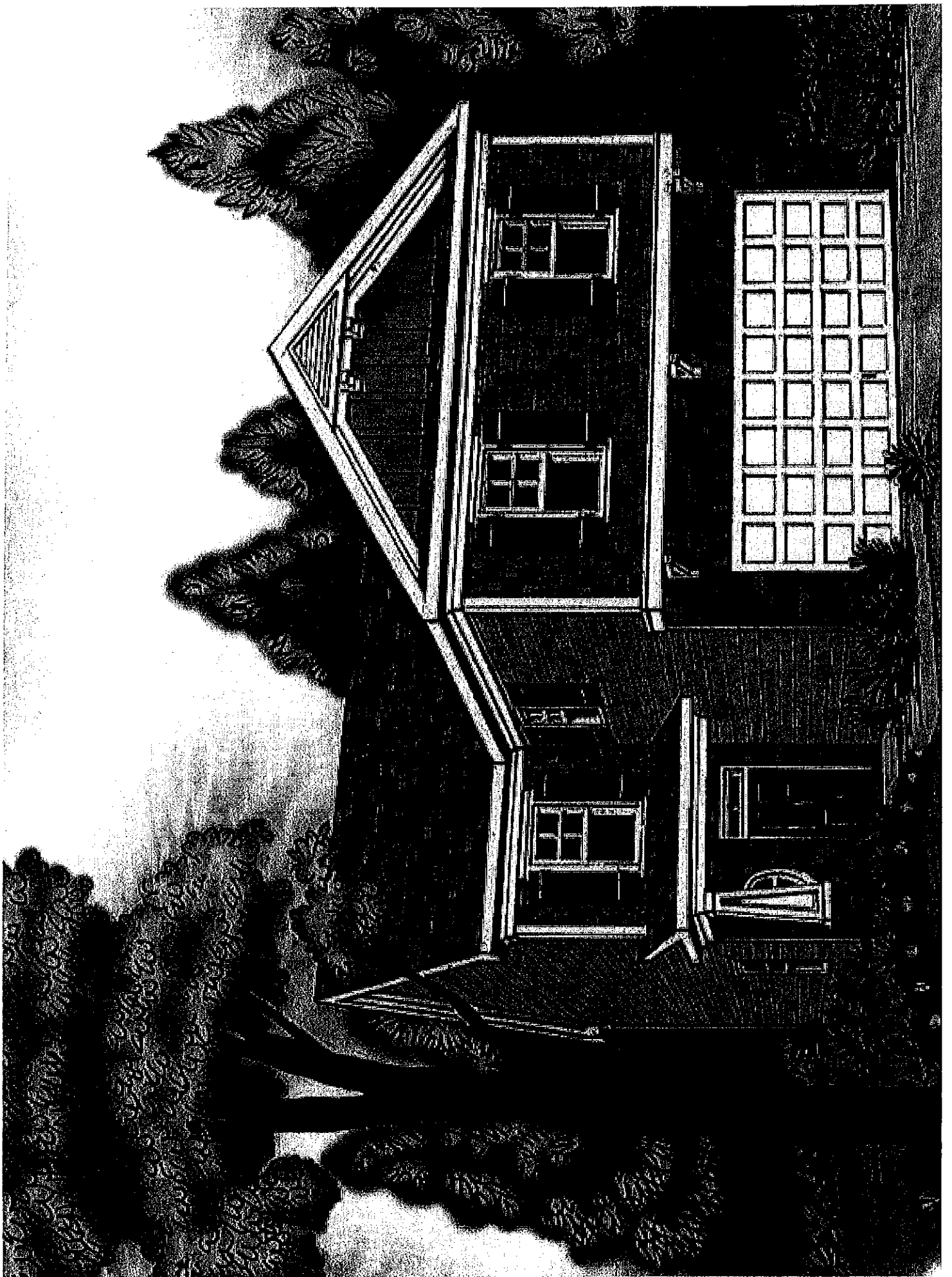


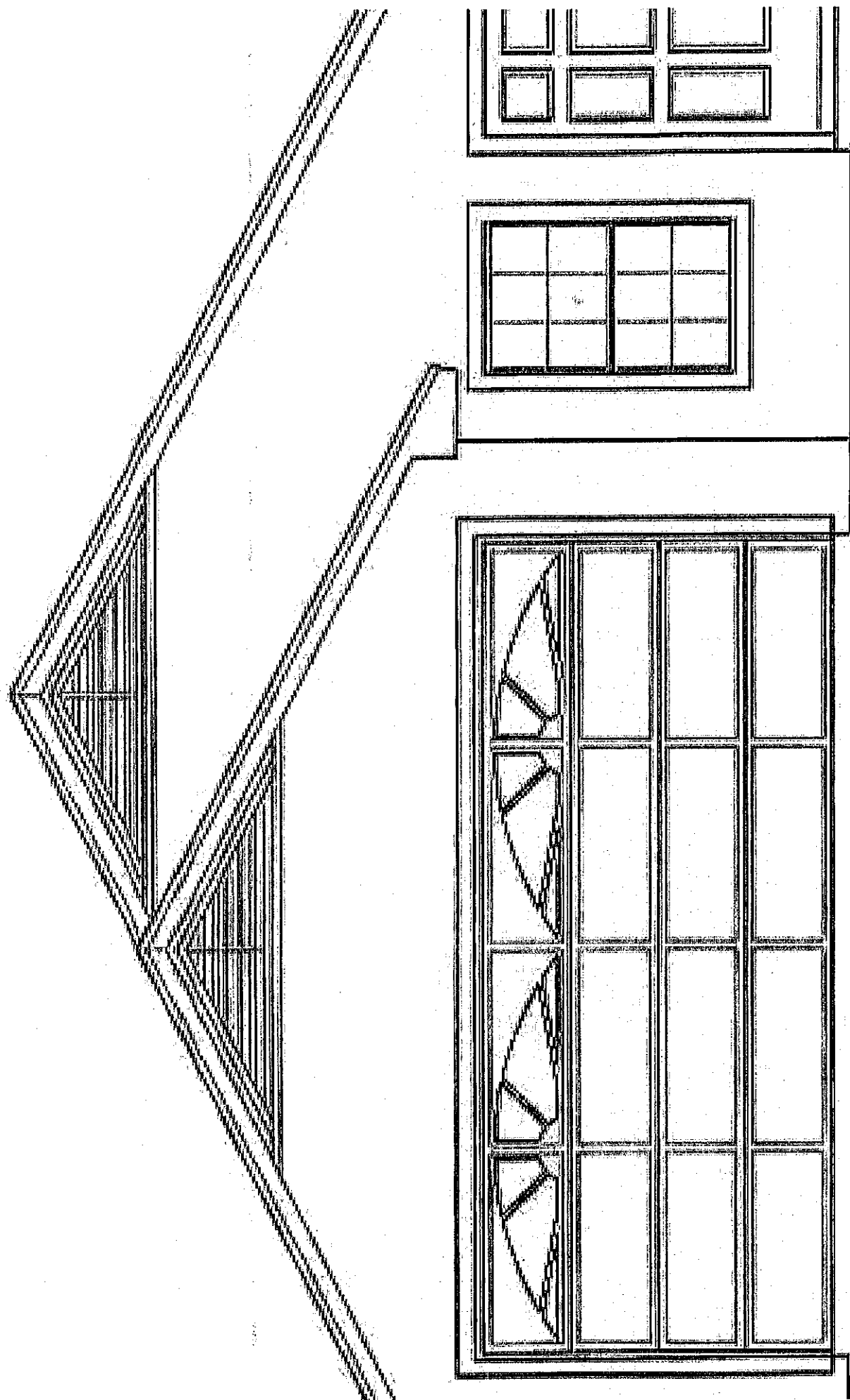




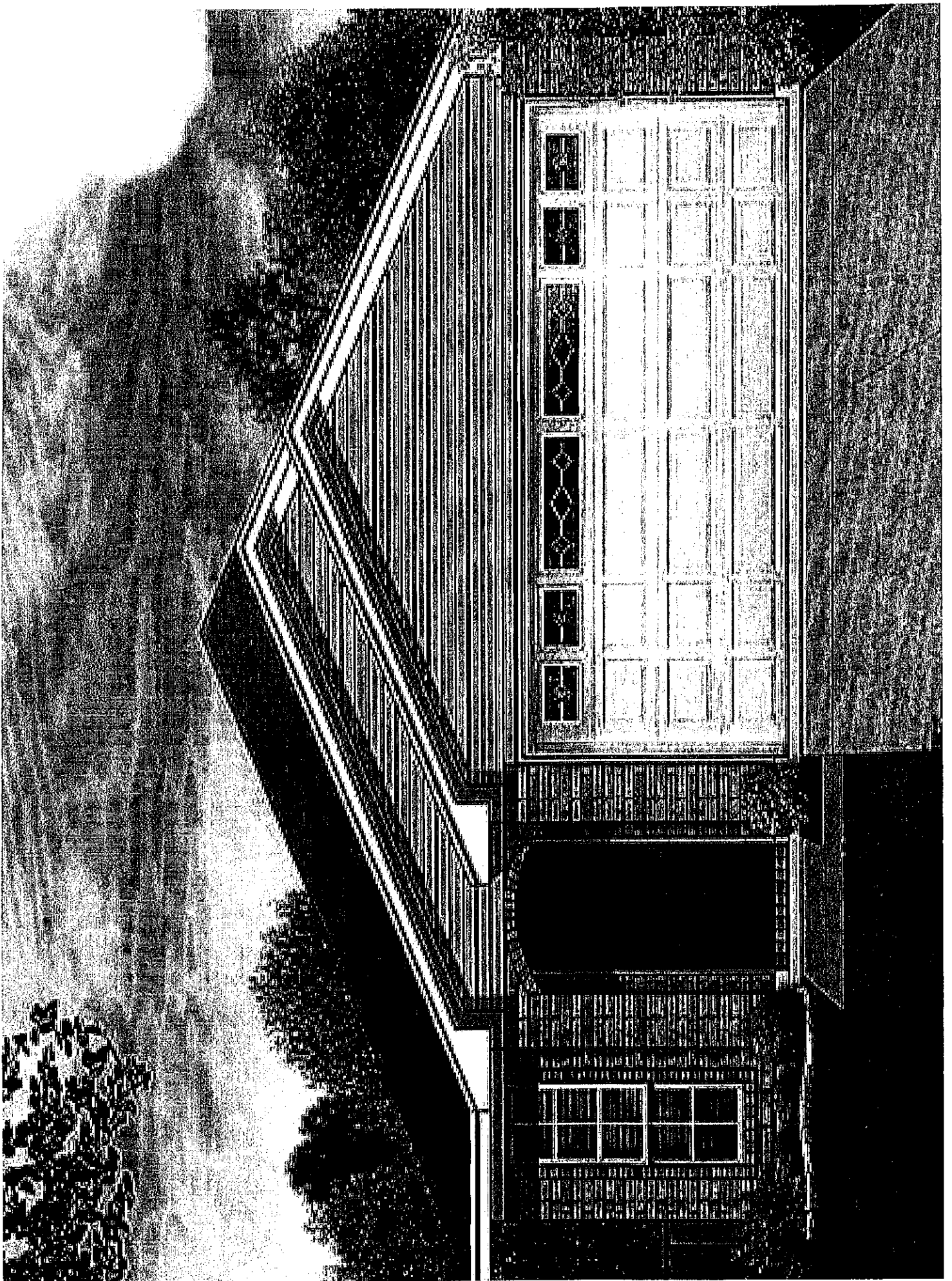


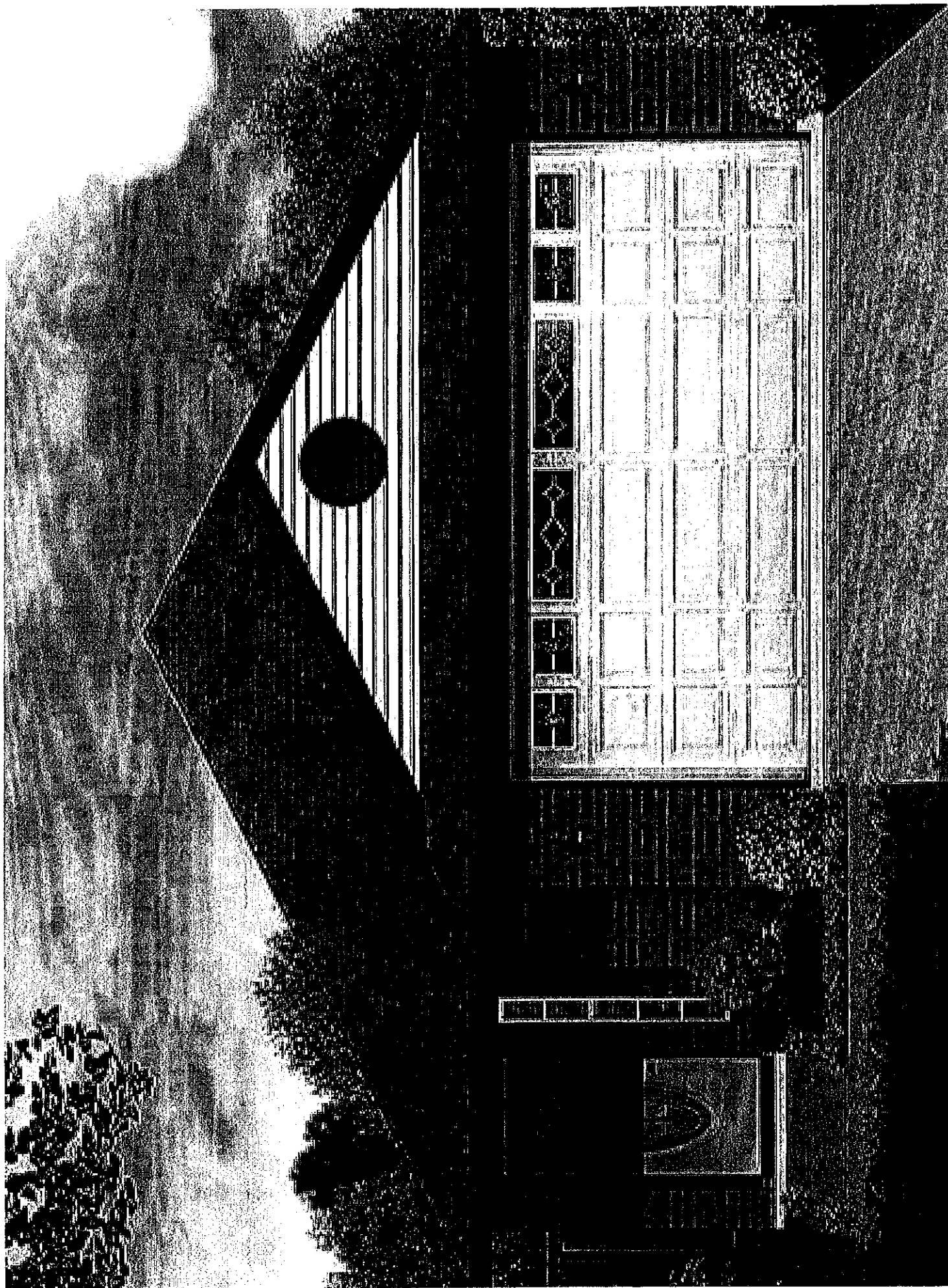


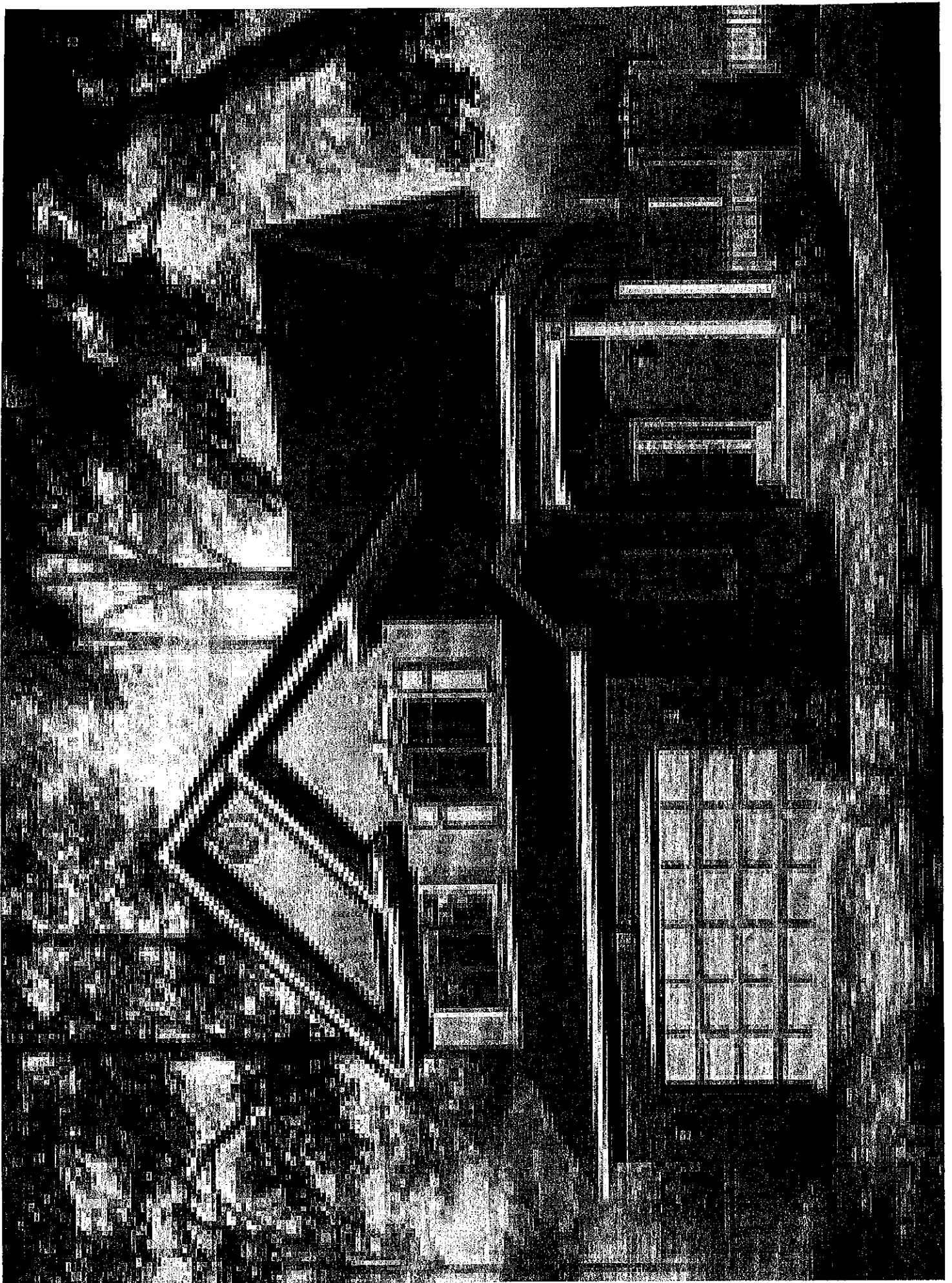


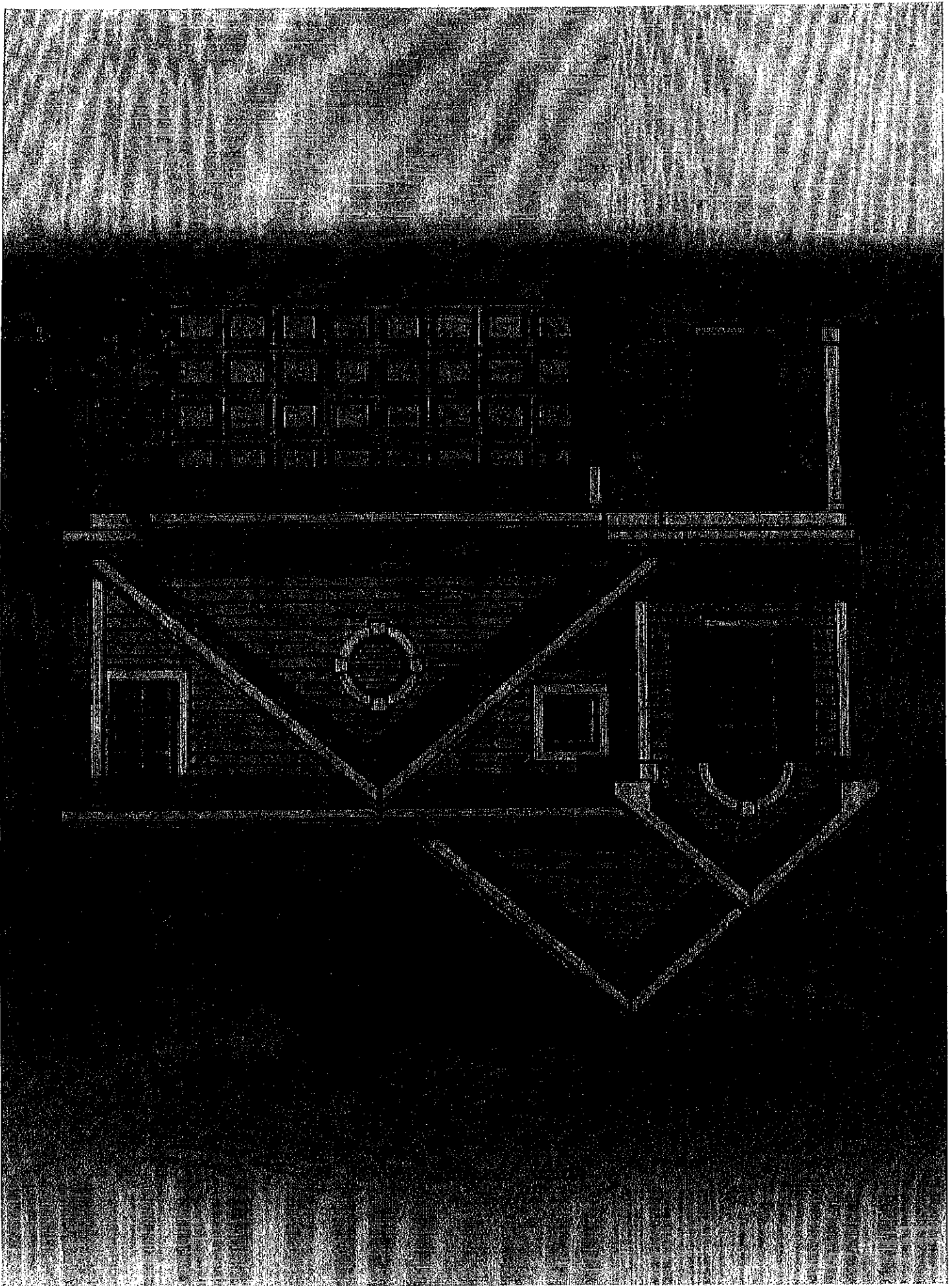


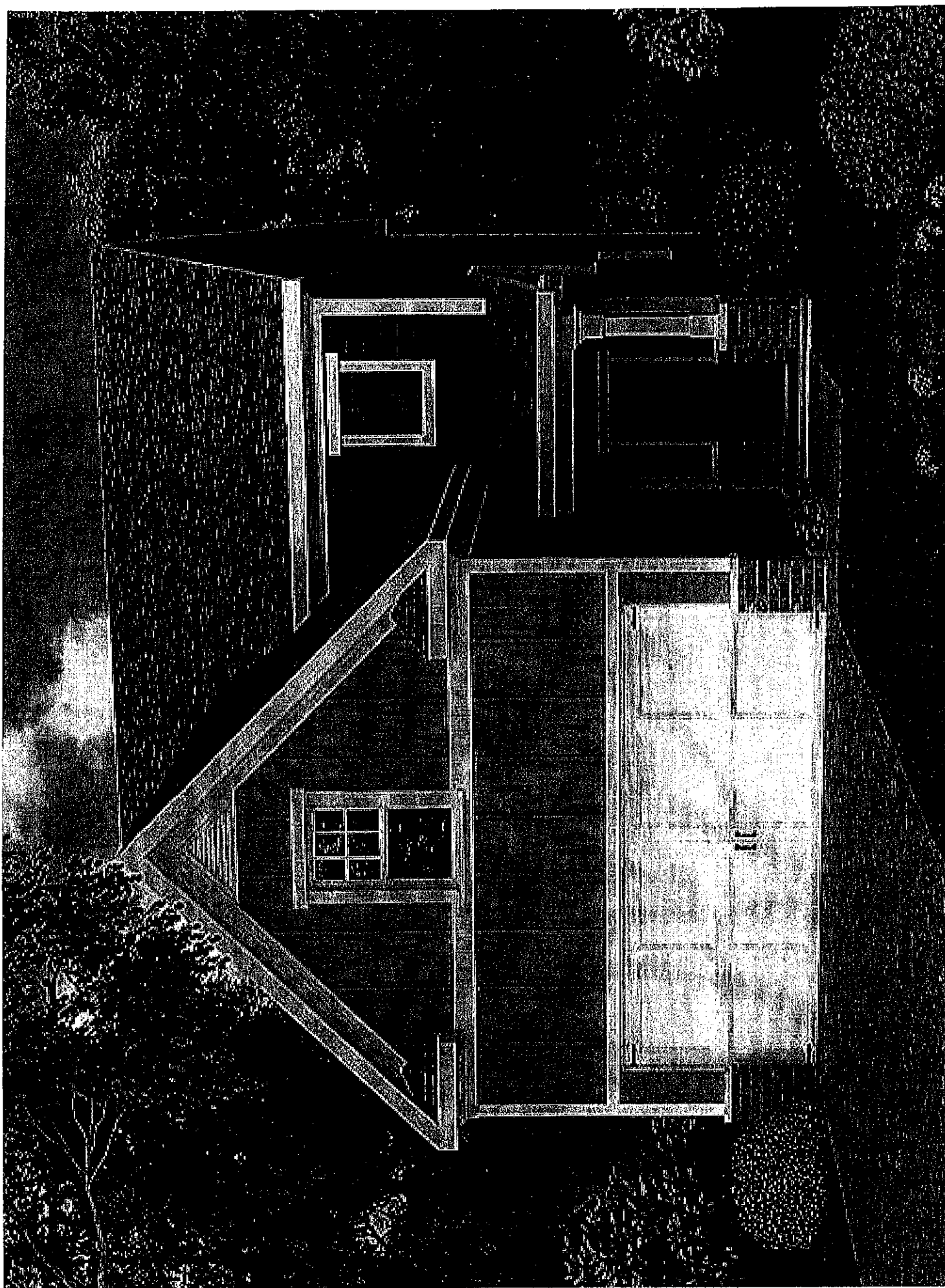
ELEVATION "A"



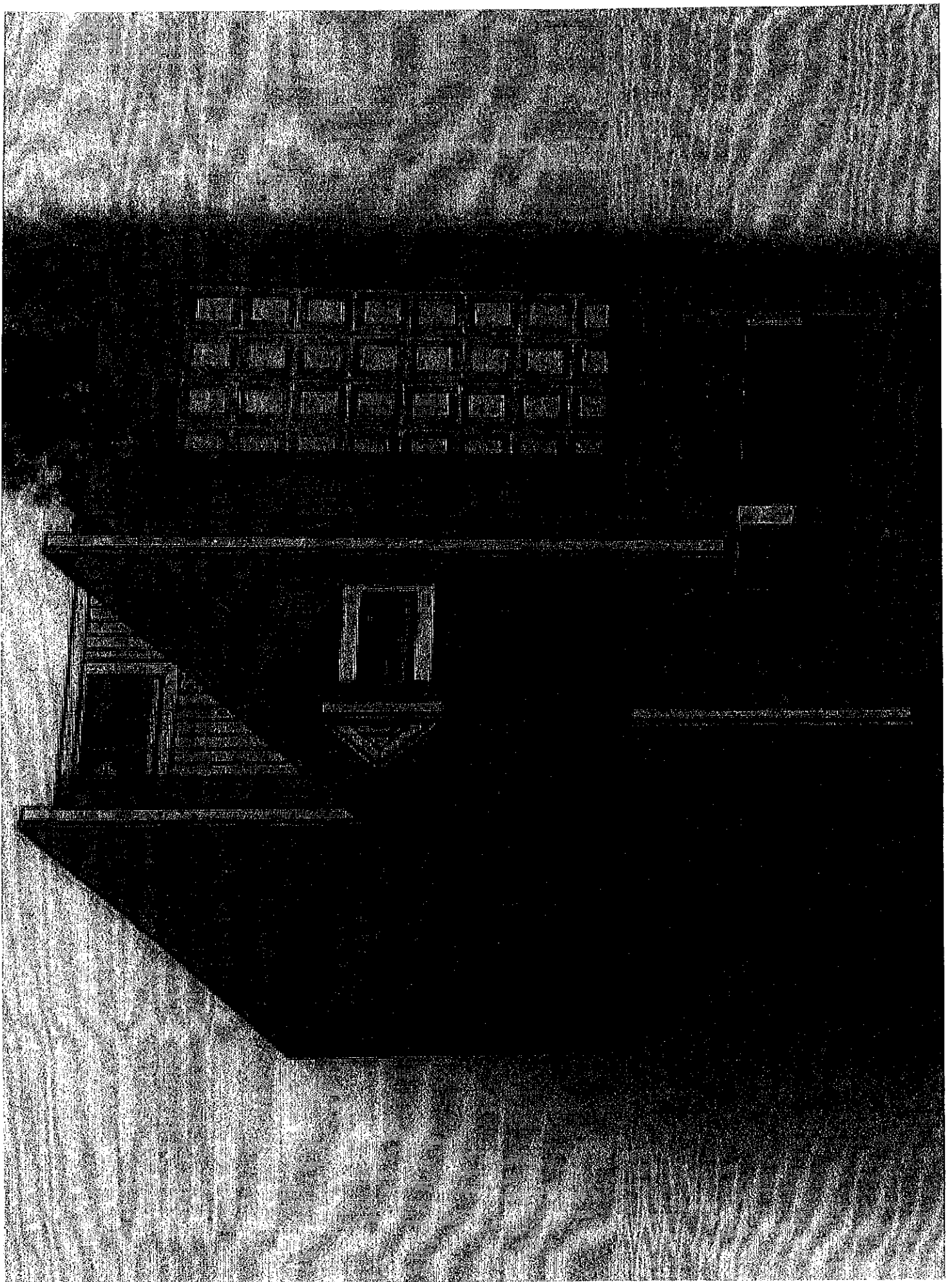














JOHNSON, ROSATI, SCHULTZ & JOPPICH, P.C.

27555 Executive Drive Suite 250 ~ Farmington Hills, Michigan 48331
Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela
esaarela@jrsjlaw.com

www.jrsjlaw.com

July 11, 2016

Lynne Ladner, City Manager (via e-mail)
City of South Lyon
335 S. Warren Street
South Lyon, MI 48178

**RE: Thomasville Site Condominium – Planned Development District
Master Deed and Bylaws**

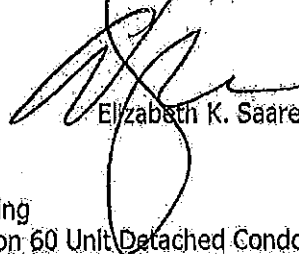
Dear Ms. Ladner:

We have received and reviewed the revised Master Deed for the Thomasville residential site condominium development provided in response to our Review Report dated June 20, 2016. Subject to review of the Section 11.2 of the Bylaws by the City's Planner relating to dwelling size requirements, it appears that all comments have been satisfactorily addressed. A copy of the revised Master Deed is enclosed.

Should you have any questions or concerns relating to the issues set forth above, please feel free to contact me in that regard.

Sincerely,

JOHNSON, ROSATI, SCHULTZ & JOPPICH, P.C.



Elizabeth K. Saarela

EKS

C: Carmine Avantini, CIB Planning
Lorenzo Cavallere, South Lyon 60 Unit Detached Condo LLC
Catherine A. Riesterer, Esquire
Timothy Wilhelm, Esquire

MASTER DEED
THOMASVILLE SITE CONDOMINIUM

A 60 UNIT SITE CONDOMINIUM PROJECT LOCATED IN THE CITY OF
SOUTH LYON, OAKLAND COUNTY, MICHIGAN

Tax ID #(s): 21-19-126-002

MASTER DEED

THOMASVILLE SITE CONDOMINIUM

This Master Deed is made and executed on this day of , 2016, by **South Lyon 60 Unit Detached Condo LLC** (hereinafter referred to as the "Developer"), whose office address is **101 W. Big Beaver, 10th Floor, Troy, MI 48084** pursuant to the provisions of the Michigan Condominium Act (Act 59 of the Public Acts of 1978, as amended).

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

NOW, THEREFORE, the Developer, by recording this Master Deed, hereby establishes Thomasville Site Condominium (sometimes herein referred to as "Thomasville") as a Condominium Project under the Act and declares that Thomasville Site Condominium shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved and otherwise utilized, subject to the provisions of the Act, and 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 be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, and their grantees, successors, heirs, personal representatives and assigns.

ARTICLE I OVERVIEW

The Condominium Project shall be known as Thomasville Site Condominium, Oakland County Condominium Subdivision Plan No. . The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions, area and volume of each Unit, are set forth completely in the Condominium Subdivision Plan attached to this Master Deed as Exhibit B. Each Unit is capable of individual utilization by virtue of having its own entrance from and exit to either a public road or a Common Element of the Condominium Project. Each Co-Owner in the Condominium Project shall have an exclusive right to the Unit owned by said Co-Owner and shall have an undivided and inseparable right to share with other Co-Owners the General Common Elements of the Condominium Project.

ARTICLE II LEGAL DESCRIPTION

The land which comprises the Condominium Project established by this Master Deed is located in the City of South Lyon, Oakland County, Michigan and is described as follows

Legal Description:

City of South Lyon, Oakland County Michigan being more particularly described as follows:

Parcel ID: 21-19-126-002

Part of the Northwest fractional 1/4 of Section 19, Town 1 North, Range 7 East, described as: Commencing at the North 1/4 corner of said Section 19; thence North 89 degrees, 30 minutes, 34 seconds West 102.27 feet along the North line of said Section 19 to the point of beginning; thence South 00 degrees, 37 minutes, 38 seconds West 380.75 feet; thence South 87 degrees, 38 minutes, 26 seconds West 164.63 feet; thence South 00 degrees, 29 minutes, 48 seconds West 40.53 feet; thence South 77 degrees, 55 minutes, 48 seconds West 160.32 feet; thence North 89 degrees, 26 minutes, 55 seconds West 272.74 feet; thence South 43 degrees, 24 minutes, 20 seconds West 173.88 feet to the Northeasterly line of the C & O Railroad; thence North 46 degrees, 01 minute, 24 seconds West 859.35 feet along the North line of the C & O Railroad to the North line of Section 19; thence South 89 degrees, 30 minutes, 34 seconds East 1336.46 feet along said North section line to the point of beginning.

Together with and subject to easements, restrictions and governmental limitations of record, and the rights of the public or any governmental unit in any part of the subject property taken or used for road, street or highway purpose. The obligations of the Developer under the foregoing instruments are or shall be assigned to and thereafter performed by the Association on behalf of the Co-Owners. Also subject to the easements and reservations established and reserved in Article VI below.

**ARTICLE III
DEFINITIONS**

Certain terms are utilized in this Master Deed and Exhibits A, and B, and are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of the Thomasville Condominium Association, a Michigan nonprofit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Thomasville. Whenever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

Section 3.1 "Act" means the Michigan Condominium Act, Act 59 of the Public Acts of Michigan of 1978, as amended.

Section 3.2 "Association" means the Thomasville Condominium Association, which is the nonprofit corporation organized under Michigan law of which all Co-Owners shall be members, and which shall administer, operate, manage and maintain the Condominium. Any action which the Association is required or entitled to take 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.

Section 3.3 "Bylaws" means Exhibit A attached to this Master Deed, which sets forth the substantive rights and obligations of the Co-Owners and which is required by Section 3(8) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as allowed under the Michigan Nonprofit Corporation Act.

Section 3.4 "City" means the City of South Lyon, a Michigan municipal corporation, located in Oakland County, Michigan, and its successors, assigns and transferees.

Section 3.5 "Common Elements" where used without modification, means both the General and Limited Common Elements described in Article IV below.

Section 3.6 "Condominium Documents" means this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation of the Association, and rules and regulations, if any, of the Association, as any or all of the foregoing may be amended from time to time.

Section 3.7 "Condominium Premises" means the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Thomasville Site Condominium.

Section 3.8 "Condominium Project, Condominium or Project" are used synonymously to refer to Thomasville Site Condominium.

Section 3.9 "Condominium Subdivision Plan" means Exhibit B to this Master Deed. The Condominium Subdivision Plan depicts and assigns a number to each Condominium Unit and describes the nature, location and approximate dimensions of certain Common Elements.

Section 3.10 "Consolidating Master Deed" means the amended Master Deed which shall describe Thomasville as a completed Condominium Project and shall reflect all Units and Common Elements therein, and the percentage of value applicable to each Unit as finally readjusted. Such Consolidating Master Deed, if and when recorded in the office of the Oakland County Register of Deeds, shall supersede this recorded Master Deed for the Condominium and all amendments thereto. In the event the Units and Common Elements in the Condominium are constructed in substantial conformance with the proposed Condominium Subdivision Plan attached as Exhibit B to this Master Deed, the Developer shall be able to satisfy the foregoing obligation by filing a certificate in the office of the Oakland County Register of Deeds confirming that the Units and Common Elements "as built" are in substantial conformity with the proposed Condominium Subdivision Plan and that no Consolidating Master Deed need be recorded. The Consolidating Master Deed or Certificate, as the case may be, shall be filed after the wearing course of the road has been installed.

Section 3.11 "Construction and Sales Period" means the period commencing with the recordation of this Master Deed and continuing during the period that the Developer owns (in fee simple, as a land contract purchaser or as an optionee) any Unit in Thomasville.

Section 3.12 "Co-Owner" means an individual, firm, corporation, partnership, association, trust or other legal entity (or any combination thereof) who or which owns or is

purchasing by land contract one or more Units in the Condominium Project. Unless the context indicates otherwise, the term "Owner", wherever used, shall be synonymous with the term "Co-Owner".

Section 3.13 "Developer" means South Lyon 60 Unit Detached Condo LLC, an organization, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such terms are used in the Condominium Documents. However, the word "successor" as used in this Section 3.13 shall not be interpreted to mean a "Successor Developer" as defined in Section 135 of the Act.

Section 3.14 "First Annual Meeting" means the initial meeting at which non-Developer Co-Owners are permitted to vote for the election of all Directors and upon all other matters which properly may be brought before the meeting.

Section 3.15 "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-Owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

Section 3.16 "Unit or Condominium Unit" each mean a single condominium unit in Thomasville Site Condominium as the same is described in Section 5.1 of this Master Deed and on Exhibit B hereto, and shall have the same definition as the term "Condominium Unit" has in the Act. All structures and improvements now or hereafter located within the boundaries of the Unit, including, by way of illustration only, dwelling, and Appurtenances, shall be owned in their entirety by the Co-Owner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements. Wherever any reference is made to one gender, the reference shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made to the singular, a reference shall also be included to the plural where that reference would be appropriate, and vice versa.

ARTICLE IV COMMON ELEMENTS

The Common Elements of the Project described in Exhibit B to this Master Deed, and the respective responsibilities for maintenance, decoration, repair, replacement, restoration or renovation thereof are as follows:

Section 4.1 General Common Elements. The General Common Elements are as follows:

- (a) Land. The land designated in Exhibit B as General Common Elements, which shall include all roadways in the Project, as depicted in Exhibit B.
- (b) Electrical. The electrical transmission mains and wiring throughout the Project up to the point of lateral connection for Unit service located at the boundary of the Unit.

together with common lighting for the Project, if any, installed by the Developer or Association in its/their sole discretion.

(c) Telephone. The telephone system throughout the Project up to the ancillary connection for Unit service located at the boundary of the Unit.

(d) Gas. The gas distribution system throughout the Project, if and when it may be installed, up to the point of lateral connection for Unit service located at the boundary of the Unit and excluding the gas meter for each Unit.

(e) Cable TV and other Telecommunications. The cable television and other telecommunications system throughout the Project, if and when it may be installed, up to the point of the ancillary connection for Unit service located at the boundary of the Unit.

(f) Paths. The sidewalks, bike paths, boardwalks, and walking paths (collectively, "Walkways"), if any, installed by the Developer or the Association within the Land designated in Exhibit B as General Common Elements.

(g) Landscaping and other Improvements. All landscaping, sprinkler systems, berms, trees, plantings and signage for the Project, Walkways, and other structures and improvements, if any, located within the land designated in Exhibit B as General Common Elements, and the specific signage for the Project placed at the entrance to the Project, if any.

(h) Storm Drainage. The storm water drainage system throughout the Project, including open-ditch drainage, below-ground and above-ground drainage systems, retention ponds and detention ponds, if any, up to the point of Unit service located at the boundary of the Unit.

(i) Sanitary Sewer and Water Systems. The sanitary sewer and water systems throughout the Condominium Project that are within the road right of way will be dedicated to the City of South Lyon; the general common elements will include any remaining part of the sanitary sewer or water systems that runs throughout the condominium project up to the point such systems are connected with their respective mains in the road right of way.

(j) Cul-de-Sac Islands. The landscaped islands, if any, within the roads in the Project, subject, however, to the rights therein of the public and any governmental unit.

(k) Easements. All easements (if any) that are appurtenant to and that benefit the Condominium Premises pursuant to recorded easement agreements, reciprocal or otherwise.

(l) Other. Such other elements of the Project not designated in this Section 4.1 as General or Limited Common Elements which are not enclosed within the boundaries of a

Unit, and which are intended for common use or are necessary for the existence, upkeep or safety of the Project.

All of the roads, emergency fire access roads and shared driveways in the Project will be private, will be General Common Elements as depicted in Exhibit B, and must be constructed by the Developer as part of the construction of the Project. Some or all of the storm water drainage system, utility lines, sanitary sewer systems (including mains and service leads) and equipment and/or other telecommunications system described above may be owned by, or dedicated by the Developer to, the local public authority or the company that is providing the pertinent service. Accordingly, such storm water drainage system, other utility lines, systems and equipment, and the cable television and/or other telecommunications system, if and when constructed, shall be General Common Elements only to the extent of the Co-Owners' interest therein, if any, and the Developer makes no warranty whatsoever with respect to the nature or extent of such interest, if any. The provisions of this paragraph also apply to actions taken pursuant to Article VI below.

Section 4.2 Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the Co-Owner of the Unit to which the Limited Common Elements are appurtenant. The Limited Common Elements are:

- (a) Driveways. Each driveway leading from a road to a Unit or from a shared driveway, extending beyond the portion depicted as a General Common element on Exhibit B, shall be a Limited Common Element limited in use to the Unit of corresponding number as designated in the Condominium Subdivision Plan attached as Exhibit B to this Master Deed.
- (b) Water and Sanitary Sewer Systems. The portion of the water and sanitary sewer systems for Condominium Project that are contained within the boundaries of any Unit shall be considered a Limited Common Element applicable to such Unit.

Section 4.3 Responsibilities. The respective responsibilities for the installations within and the maintenance, decoration, repair, replacement, renovation and restoration of the Units and Common Elements are as follows:

- (a) Co-Owner Responsibility for Units and Limited Common Elements. It is anticipated that a separate residential dwelling (including attached garage and, perhaps, porches) will be constructed within each Unit depicted on Exhibit B. It is also anticipated that various improvements and structures appurtenant to each such dwelling will or may also be constructed within the Unit and may extend into the Limited Common Element appurtenant to the Unit, which improvements and structures (collectively, "Appurtenances") may include, but are not limited to, a driveway, water system, Sanitary Sewer System, deck, balcony, patio, atrium, courtyard hot tub, swimming pool, play structure, basketball backboard, lawn, berms, trees, plantings and other landscaping. Except as otherwise expressly provided in this Master Deed or the Bylaws, the responsibility for and the cost of installation, maintenance, decoration, repair, renovation,

restoration and replacement of any dwelling and of any Appurtenances within a Unit and of any other Limited Common Element appurtenant to the applicable Unit shall be borne by the Co-Owner of the Unit which is served thereby; provided, however, that the exterior appearance of the dwelling and the Appurtenances, to the extent visible from any other Unit or Common Element within the Project, shall be subject at all times to the prior approval of the Developer or the Association, pursuant to Article XII hereof. Each Co-Owner shall also be responsible for arranging for and paying all costs in connection with the extension of utilities from the mains or such other facilities as are located at the boundary of the Common Element appurtenant to such Co-Owner's Unit to the dwelling or other structures located within the Unit, including but not limited to connections for the water and sewer systems. All costs of electricity, telephone, natural gas, storm drainage, sewer system, cable television, other telecommunications system and any other utility services shall be borne by the Co-Owner of the Unit to which the services are furnished. All utility meters, laterals, leads and other such facilities located or to be located within the Co-Owner's Unit shall be installed, maintained, repaired, renovated, restored and replaced at the expense of the Co-Owner whose Unit they service, except to the extent that such expenses are borne by a utility company or a public authority, and the Association shall have no responsibility with respect to such installation, maintenance, repair, renovation, restoration or replacement. In connection with any amendment made by the Developer pursuant to Article VII of this Master Deed, the Developer may designate additional Limited Common Elements that are to be installed, maintained, decorated, repaired, renovated, restored and replaced at Co-Owner expense or, in proper cases, at Association expense.

(a) Association Responsibility for Units and Limited Common Elements. The Association, acting through its Board of Directors, may undertake regularly recurring reasonably uniform, periodic exterior maintenance, repair, renovation, restoration and replacement functions with respect to Units and the dwellings, Appurtenances, and other Limited Common Elements associated therewith, as it may deem appropriate (including, without limitation, snow removal from driveways). Nothing contained herein, however, shall require the Association to undertake such responsibilities, except as otherwise provided herein. The Association shall maintain, repair and replace the sidewalks in the Project, including the portion which is contained within any Unit. Any such additional responsibilities undertaken by the Association shall be charged to any affected Co-Owner on a reasonably uniform basis and collected in accordance with the assessment procedures established under Article II of the Bylaws. The Developer, in the initial maintenance budget for the Association, shall be entitled to determine the nature and extent of such services and reasonable rules and regulations may be promulgated in connection therewith. The Association, acting through its Board of Directors, may also (but has no obligation to) undertake any maintenance, repair, renovation, restoration or replacement obligation of the Co-Owner of a Unit with respect to said Unit, and the dwelling, Appurtenances and other Limited Common Elements associated therewith, to the extent that said Co-Owner has not performed such obligation, and the cost thereof shall be assessed against said Co-Owner. The Association in such case shall not be responsible for any damage thereto arising as a result of the Association performing said Co-Owner's

unperformed obligations. When the Developer has completed the Project any liability shall be the responsibility of the Association.

(b) Common Lighting. The Developer and/or the Association may, but is/are not required to, install illuminating fixtures within the Condominium Project and to designate the same as common lighting as provided in Section 4-1(b) above. Some of the common lighting may be installed within the General Common Elements or may be located within Limited Common Elements or fixed to dwelling exteriors. The cost of electricity for common lighting located within any Unit may be metered by the individual electric meter of the Co-Owner to whose Unit the same is appurtenant and shall be paid by such individual Co-Owner without reimbursement therefore from the Association. Said fixtures shall be maintained, repaired, renovated, restored, and replaced and light bulbs furnished by the Association. The size and nature of the bulbs to be used in the fixtures shall also be determined by the Association in its discretion. No Co-Owner shall modify or change such fixtures in any way nor cause the electrical flow for their operation to be interrupted at any time. If the fixtures operate on photo-electric cells, the timers for such cells shall be set by and at the discretion of the Association, and shall remain lit at all times determined by the Association.

(c) General Common Elements. The Developer, prior to the transitional control date, and the Association thereafter shall have the authority and responsibility, at its expense, to operate, maintain, repair, manage, and improve the general common elements in the Condominium. The Developer and/or Association shall have the responsibility to preserve and maintain all storm water detention and retention facilities and all private roadways and sidewalks, which are located within the condominium, unless and until such improvements are accepted by the local public authority for public use and maintenance, to ensure that the same continue to function as intended. The Developer and/or Association shall also have the responsibility to preserve and maintain all open space and park areas located within the general common element areas, including amenities located therein. The Developer and/or Association shall establish a regular and systematic program of maintenance for the common areas to ensure that the physical condition and intended function of such areas and facilities shall be perpetually preserved and/or maintained.

In the event that the Developer and/or Association shall at any time fail to carry out the responsibilities above, and/or in the event of a failure to preserve and/or maintain such areas or facilities in reasonable order and condition, the City may serve written notice upon the Developer and/or Association, setting forth the deficiencies in maintenance and/or preservation. Notice shall also set forth a demand that the deficiencies be cured within a stated reasonable time period, and the date, time, and place of the hearing before the City Council, or such other Council, body or official delegated by the City Council, for the purpose of allowing the Developer and/or Association to be heard as to why the City should not proceed with the maintenance and/or preservation which has not been undertaken. At the hearing, the time for curing the deficiencies and the hearing itself may be extended and/or continued to a date certain. If, following the hearing, the City Council, or other body or official designated to conduct the hearing, shall determine that

maintenance and/or preservation have not been undertaken within the time specified in the notice, the City shall thereupon have the power and authority, but not obligation, to enter upon the property, or cause its agents or contractors to enter upon the property and perform such maintenance and/or preservation as reasonably found by the City to be appropriate. The cost and expense of making and financing such maintenance and/or preservation, including the cost of notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in the amount of 25% of the total of all costs and expenses incurred, shall be paid by the Developer and/or Association, and such amount shall constitute a lien on an equal pro rata basis as to all of the residential lots on the property. The City may require the payment of such monies prior to the commencement of work. If such costs and expenses have not been paid within 30 days of a billing to the Developer or Association, all unpaid amounts may be placed on the delinquent tax roll of the City, pro rata, as to each lot, and shall accrue interest and penalties, and be collected as, and deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit initiated against the Developer or Association, and, in such event, the Developer and/or Association shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

(d) Residual Damage. Except as otherwise specifically provided in this Master Deed, any damage to any Unit or the dwelling, Appurtenances or other Limited Common Elements associated therewith arising as a result of the Association undertaking its rights or responsibilities as set forth in this Section 4.3 shall be repaired at the Association's expense.

Section 4.4 Use of Units and Common Elements. Other than during the construction period up to the completion of the final home, no Co-Owner shall use his Unit or the Common Elements in any manner which is inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-Owner in the use and enjoyment of his Unit or the Common Elements. In addition, no Co-Owner shall be entitled to construct or install any Appurtenances on or in any other Limited Common Element without the prior written approval of the Developer or the Association.

ARTICLE V UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 5.1 Description of Units. Each Unit in the Condominium Project is described in the Condominium Subdivision Plan attached to this Master Deed as Exhibit B. Each Unit shall consist of the area contained within the Unit boundaries as shown on Exhibit B and delineated with heavy outlines, together with all Appurtenances located within such Unit boundaries.

Section 5.2 Percentage of Value. The percentage of value for each Unit shall be equal at the percentage of 1.6129. The determination that the percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the Project and concluding that there are no material differences among the Units that affect the allocation of percentages of value. The percentage of value assigned to each Unit shall be determinative of each Co-Owners

respective share of the General Common Elements of the Condominium Project, the proportionate share of each Co-Owner in the proceeds and expenses of the Association's administration and the value of such Co-Owner's vote at meetings of the Association of Co-Owners. The total value of the Project is 100%.

ARTICLE VI EASEMENTS AND RESERVATIONS

Section 6.1 Easement For Utilities and Maintenance of Encroachment. In the event any portion of a Unit (or dwelling or Appurtenances constructed therein) or Common Element (or Appurtenances constructed therein) encroaches upon another Unit or Common Element due to shifting, settling or moving of the dwelling or the Appurtenances or other Limited Common Elements associated therewith, or due to survey errors, construction deviations, replacement, restoration or repair, or due to the requirements of the Oakland County Health Department or the City of South Lyon, reciprocal easements shall exist for such encroachment, and for the installation, maintenance, repair, restoration and replacement of the encroaching property, dwelling, and/or Appurtenances or other Limited Common Elements associated therewith. In the event of damage or destruction, there shall be easements to, through, under and over those portions of the land, dwellings, and Appurtenances and other Limited Common Elements associated therewith for the continuing maintenance, repair, renovation, restoration and replacement of all utilities in the Condominium. One of the purposes of this Section is to clarify that Co-Owners have the right to maintain these Appurtenances and other Limited Common Elements which project into the Common Elements surrounding each Unit.

Section 6.2 Easements Retained by Developer.

(a) Utility Easements. The Developer reserves for itself and its agents, employees, representatives, guests, invitees, independent contractors, successors and assigns, and all future owners of any land contiguous to the Project, easements to enter upon the Condominium Premises to utilize, tap, tie into, extend and enlarge and otherwise install, maintain, repair, restore, renovate and replace all utility improvements located within the Condominium premises, including, but not limited to, gas, water, sanitary sewer, storm drains (including retention and detention ponds), telephone, electrical, and cable television and other telecommunications. If any portion of the Condominium Premises shall be disturbed by reason of the exercise of any of the rights granted to Developer, its successors or assigns under this Section 6.2(b), Developer shall restore the disturbed portion of the Condominium Premises to substantially the condition that existed prior to the disturbance. Except as otherwise specified in this Master Deed, the Co-Owners of this Condominium shall be responsible from time to time for the payment of a proportion of said expenses (to the extent said expenses are not the responsibility of a governmental agency or public utility), which shall be determined by multiplying such expenses by a fraction, the numerator of which is the number of Units in this Condominium, and the denominator of which is comprised of the numerator plus all other residential units in the land contiguous to this Condominium that utilize such utility.

(b) Additional Easements. The Developer reserves for itself and its successors and assigns, the right, at any time prior to the expiration of the Construction and Sales Period, to reserve, dedicate and/or grant public or private easements over, under and across the Condominium Premises for the installation, utilization, repair, maintenance, decoration, renovation, restoration and replacement of rights-of-way, sidewalks, the storm water drainage system, including retention or detention ponds, water system, sanitary sewer systems, electrical transmission mains and wiring, telephone system, gas distribution system, cable television and other telecommunication system and other public and private utilities, including all equipment, facilities and appurtenances relating thereto. The Developer reserves the right to assign any such easements to governmental units or public utilities or, as to the storm water drainage system, Co-Owners of affected Units, and to enter into maintenance agreements with respect thereto. Any of the foregoing easements or transfers of title may be conveyed by the Developer without the consent of any Co-Owner, mortgagee or other person who now or hereafter shall have any interest in the Condominium, by the recordation of an appropriate amendment to this Master Deed and Exhibit B hereto. All of the Co-Owners and mortgagees of Units and other persons now or hereafter interested in the Condominium Project from time to time shall be deemed to have unanimously consented to any amendments of this Master Deed to effectuate the foregoing easements or transfers of title. All such interested persons irrevocably appoint the Developer as agent and attorney to execute such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

Section 6.3 Grant of Easements by Association. The Association, acting through its Board of Directors, shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises as are reasonably necessary or advisable for utility purposes, access purposes or other lawful purposes, subject, however, to the approval of the Developer during the Construction and Sales Period. No easements created under the Condominium Documents may be modified, nor may any of the obligations with respect to such easements be varied, without the consent of each person benefited or burdened thereby.

Section 6.4 Easements for Maintenance, Repair, Restoration, Renovation and Replacement. The Developer, the Association and all public and private utilities and public authorities responsible for publicly dedicated roads shall have such easements over, under and across the Condominium Project, including all Units and Common Elements, as may be necessary to fulfill any installation, maintenance, repair, decoration, renovation, restoration or replacement responsibilities which any of them are required or permitted to perform under the Condominium documents, by law or as may be necessary to respond to any emergency. The foregoing easements include, without limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice, for purposes of inspecting the dwelling constructed on a Unit and/or other Limited Common Elements and/or Appurtenances constructed therein to ascertain that they have been designed and constructed in conformity with standards imposed and/or specific approvals granted by the Developer (during the Construction and Sales Period) and thereafter by the Association.

Section 6.5 Telecommunications Agreements. The Association, acting through its Board of Directors and subject to the Developer's approval during the Construction and Sales Period, shall have the power to grant such easements, licenses and other rights-of-entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing 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 to the Project or any Unit therein, not until and after the construction period is fully completed. Notwithstanding the foregoing, in no event shall the Association, through its Board of Directors, enter into any contract or agreement or grant any easement, license or right-of-entry or do any other act which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing any telecommunications related equipment or improvements or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association except for funds previously advanced by Developer for which he has a right of reimbursement from the Association.

Section 6.6 Easement for Municipal Wastewater Disposal and Water Mains. There shall exist and the Developer does hereby grant and convey to the City of South Lyon the non-exclusive right to use the Utility Easements as depicted in Exhibit "B" and any replats thereof for the benefit of its agents, contractors, and any governmental body operating the municipal wastewater disposal system that provides the sewage disposal service to the condominium units and the municipal water system that provides water to the Units. The easement shall be for purposes of construction, operation, maintenance, inspection, repair, alteration, replacement, and/or removal of sewer or water mains, excavation and refilling of ditches and trenches necessary for the location of installations and for all purposes incidental thereto. The easement includes the right of the City to enlarge, extend or tie into the sanitary sewer or water mains as necessary for other City purposes. If the City or its assigns exercise the right to use this easement, upon completion of any work on the easement, any disturbed areas shall be restored to a like condition as existed prior to the commencement of the work.

Section 6.7 Emergency Access Easement. An emergency access easement has been provided for the benefit of the Condominium Project over the adjacent property to the south of the Project, which is recorded at Liber ___, Page ___, Oakland County records. The emergency access easement provides ingress and egress for emergency service providers including without limitation, fire and police protection, ambulance, and fire and rescue services. It also provides general pedestrian access. The emergency access easement is a private easement for the benefit of the Condominium. The dimensions and location of the emergency access easement are depicted on Exhibit "B" of the Master Deed. The Developer, the Association and/or Co-Owners shall not take any action affecting the emergency access easement area contrary to the use of the easement area for purposes of emergency access. The emergency access easement shall be maintained clear for use by emergency service providers, including but not limited to snow and ice removal, keeping the area free from trees, shrubs or other landscape, removal of overhanging tree branches to a height of not less than 20 feet, and shall meet minimum weight requirements

of applicable code and ordinances. In the event that the Association and/or the owner of the adjacent easement property does not maintain the emergency access easement area, it shall be maintained by the Association as it would maintain any of its other Common Elements, and the costs thereof shall be borne by the Association. Snow will be removed from the emergency access easement by the Association on a permanent basis. The City has the authority to enforce this provision by removing the snow from the emergency access easement and charging the Association the cost thereof. Further, the Association shall maintain the easement area clear of any and all obstructions at all times, including but not limited to vehicles, structures, and any other objects that may, or could impede emergency vehicles' access to the easement. The emergency access easement shall be gated so that it is not used as a primary access to the Condominium. The Association shall provide any keys or codes required to open the gate to the City's Police and Fire Departments. The City shall have the right, but not the obligation, to enforce repair and maintenance of the emergency access easement in accordance with the approved plans against the Association. In the event that the Association fails to repair and maintain the emergency access easement, the City may enforce the obligations pursuant to Section 4.3.(c).

Section 6.8 Association Assumption of Obligations. The Association, on behalf of the Co-Owners, shall assume and perform all of the Developer's obligations under any easement pertaining to the Condominium Project or Common Elements.

Section 6.9 Termination of Easements. Developer reserves the right to terminate and revoke any utility or other easement granted in or pursuant to this Master Deed at such time as the particular easement has become unnecessary. (This may occur, by way of illustration only, when a utility easement is relocated to coordinate development of property adjacent to the Condominium Project.) No easement for a utility may be terminated or revoked unless and until all Units served by it are adequately served by an appropriate substitute or replacement utility. Any termination or relocation of any such easement shall be effected by the recordation of an appropriate termination instrument or, where applicable, amendment to this Master Deed in accordance with the requirements of the Act.

ARTICLE VII AMENDMENT

This Master Deed, the Bylaws (Exhibit A to this Master Deed) and the Condominium Subdivision Plan (Exhibit B to this Master Deed) may be amended with the consent of two-thirds of the Co-Owners except as hereinafter set forth:

Section 7.1 Co-Owner Consent. Except as otherwise specifically provided in this Master Deed or Bylaws, no Unit dimension may be modified in any material respect without the consent of the Co-Owners, mortgagee of such Unit and City of South Lyon, nor may the nature or extent of the Limited Common Elements appurtenant to such Unit or the responsibility for installation, maintenance, decoration, repair, restoration, renovation or replacement thereof be modified in any material respect without the prior written consent of the Co-Owner and mortgagee of such Unit.

Section 7.2 By Developer. In addition to the rights of amendment provided to the Developer in the various Articles of this Master Deed, the Developer may, within two (2) years following the expiration of the Construction and Sales Period, and without the consent of any Co-Owner, mortgagee or any other Person, amend this Master Deed and the Condominium Subdivision plan attached as Exhibit B in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit A that do not materially affect the rights of any Co-Owners or mortgagees in the Project and are approved by the City of South Lyon, including, but not limited to, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-Owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration or the Department of Housing and Urban Development, or by any other public or private mortgage insurer or any institutional participant in the secondary mortgage market.

Section 7.3 Change in Value of Vote, Maintenance Fee and Percentages of Value. The value of the vote of any Co-Owner and the corresponding proportion of common expenses assessed against such Co-Owner shall not be modified without the written consent of such Co-Owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without such consent, except as provided in Article XV, Section 15.4 of the Bylaws and except as provided in Article V, Article VI, Article VII, Article VIII, and Article X of this Master Deed.

Section 7.4 Mortgagee Approval. Pursuant to Section 90.(l) of the Act, the Developer hereby reserves the right, on behalf of itself and on behalf of the Association of Co-Owners, to amend this Master Deed and the Condominium Documents without approval of any mortgagee, unless the amendment would materially alter or change the rights of a mortgagee, in which event two-thirds of the mortgagees shall approve such Amendment. Each mortgagee shall have one (1) vote for each mortgage held.

Section 7.5 Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of 85% of all Co-Owners.

Section 7.6 Developer Approval. During the Construction and Sales Period, the Condominium Documents shall not be amended nor shall the provisions thereof be modified in any way without the prior written consent of the Developer.

Section 7.7 City Approval. The Condominium Documents shall not be amended nor shall the provisions thereof be modified in any way which limits the rights of the City without the prior written consent and approval of such Amendment by the City.

ARTICLE VIII DEVELOPER'S RIGHT TO USE FACILITIES

The Developer, its agents, representatives, employees, successors and assigns may, at all times that Developer continues to own any Units, maintain offices, model Units, parking, storage areas and other facilities within the Condominium Project and engage in such other acts as it deems necessary to facilitate the development and sale of the Project. Developer shall have such access to, from and over the Project as may be reasonable to enable the development and sale of Units in the Condominium Project. In connection therewith Developer shall have full and free access to all Common Elements and unsold Units.

ARTICLE IX ASSIGNMENT

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

ARTICLE X MODIFICATION OF UNITS AND LIMITED COMMON ELEMENTS

Notwithstanding anything to the contrary contained in this Master Deed or the Bylaws, the Units in the Project and other Common Elements may be modified and the boundaries relocated in accordance with Section 48 of the Act and this Article X; such changes in the affected Unit or Units and its/their appurtenant Privacy Area(s) or other Common Elements shall be promptly reflected in duly recorded Amendment or Amendments to this Master Deed.

Section 10.1 Modification of Units and Common Elements. The Developer may, in its sole discretion, and without being required to obtain the consent of any person whatsoever (including Co-Owners and mortgagees of Units), except for the City of South Lyon, whose written consent must be obtained, modify the size, location, or configuration of Units or other General or Limited Common Elements appurtenant or geographically proximate to any Units as described in the Condominium Subdivision Plan attached hereto as Exhibit B or any recorded amendment or amendments hereof. Any such modifications by the Developer shall be effective upon the recordation of an amendment to the Master Deed. In addition, the Developer may, in connection with any such amendment, re-adjust percentages of value for all Units in a manner which gives reasonable recognition to such Unit modifications or Limited Common Element modifications, based upon the method by which percentages of value were originally determined for the Project. All of the Co-Owners and mortgagees of Units and all other persons now or hereafter interested in the Project from time to time (except the City of South Lyon) shall be deemed to have irrevocably and unanimously consented to any amendment or amendments to this Master Deed recorded by the Developer to effectuate the purposes of this Section 10.1 and, subject to the limitations set forth herein, to any proportionate reallocation of percentages of value of existing Units which Developer determines are necessary in conjunction with any such amendments. All such interested persons (except the City of South Lyon) irrevocably appoint the

Developer as agent and attorney for the purpose of executing such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

Section 10.2 Relocation of Boundaries of Units or Common Elements. Subject to the approval of the Developer reserves the right during the Construction and Sales Period, and without the consent of any other Co-Owner or any mortgagee of any Unit, to relocate any boundaries between Units. Such relocation of boundaries of Unit(s) and/or appurtenant Privacy Area(s) shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of Developer, its successors or assigns. In the event an amendment is recorded in order to accomplish such relocation of boundaries of Units and/or appurtenant Privacy Areas, the amendment shall identify the relocated Unit(s) and/or Privacy Area(s) by Unit number(s) and, when appropriate, the percentage of value as set forth herein for the Unit(s) and/or Privacy Area(s) that have been relocated shall be proportionately allocated to the adjusted Unit(s) in order to preserve a total value of one hundred (100%) percent for the entire Project following such amendment to this Master Deed. The precise determination of the readjustments and percentages of value shall be within the sole judgment of Developer. However, the adjustments shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project. Any such amendment to the Master Deed shall also contain such further definitions of Common Elements as may be necessary to adequately describe the Units in the Condominium Project as modified. All of the Co-Owners and mortgagees of Units and all other persons now or hereafter interested in the Project from time to time (except the City of South Lyon) shall be deemed to have irrevocably and unanimously consented to any amendment or amendments to this Master Deed recorded by the Developer to effectuate the purposes of this Section 10.2 and, subject to the limitations set forth herein, to any proportionate reallocation of percentages of value of Units which the Developer determines are necessary in connection with any such amendment. All such interested persons (except the City of South Lyon) irrevocably appoint the Developer as agent and attorney for the Purpose of executing such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Any such amendments may be accomplished without re-recording the entire Master Deed or its Exhibits.

Section 10.3 Limited Common Elements. Limited Common Elements shall be subject to assignment and reassignment in accordance with Section 39 of the Act, to accomplish the rights to relocate boundaries described in this Article X or for other purposes.

ARTICLE XI RESTRICTIONS

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

Section 11.1 Residential Use. All units in the development shall be used for single family residential purposes, except existing structures may be retained by developer. No structure shall be erected, altered, placed or permitted to remain on any unit other than one single family dwelling with attached garage, which shall be designed and erected for occupancy by a single private family, except existing structures retained by developer.

Section 11.2 Dwellings. Dwellings shall be constructed in accordance with the applicable governmental building codes and requirements. All dwellings to be erected, altered, placed or permitted on any unit shall conform with the following minimum size requirements as to total floor area:

- a. one story - Not less than 1,400 square feet
- b. two story - Not less than 1,800 square feet with at least 1,000 square feet on the first story
- c. one and a half story - Not less than 1,600 square feet with at least 1,000 square feet on the first story
- d. Bi-levels, levels, tri-levels and multi-levels - Not less than 1,800 square feet on the levels at or above the approximate grade of the street abutting the front yard line.

Porches, breezeways, terraces, basements and garages shall not be included in computing the minimum total floor area. No old, used or manufactured homes shall be placed upon any unit or anywhere within the development. All homes must have one private attached garage. All homes and attached porches, decks, and any allowable and approved accessories (pools etc.) shall be built within the building envelopes depicted on Exhibit B. No temporary structure of any kind, such as a tent, trailer, shack, barn, or garage shall be erected or placed upon any unit; however, temporary buildings to be used during construction of a dwelling shall be removed from the premises within thirty (30) days of enclosure of the residential dwelling or 180 days, whichever first occurs. A permanent detached building may be built on the unit, if built on a foundation and located behind the house within the building envelope for such Unit, with the exterior matching the exterior of the house, or other exterior approved by the Developer. Any such structure shall have a maximum of 400 square feet. No pole barns will be permitted.

Section 11.3 Alterations and Modifications. A Co-Owner shall not make any alterations to the exterior appearance or make structural modifications to the dwelling or Appurtenances or other improvements constructed within the perimeter of his Unit or make changes in any of the General or Limited Common Elements, without the express written approval of the Board of Directors for awnings, newspaper holders, walls, basketball backboards. If a Co-Owner causes any damage to any General or Limited Common Elements or to any other Unit as a result of making any alterations (regardless of whether or not such alteration was authorized) the Co-Owner shall be responsible for the cost of repairing any damage caused by the Co-Owner, his agents or contractors. If necessary for providing access to any General or Limited Common Elements or other facilities regarding which the Association has the right or obligation to provide maintenance, the Association may remove any coverings, additions or attachments of any nature that restrict such access and the Association will have no responsibility or liability for repairing, replacing or restoring any such materials, nor shall the Association be liable for monetary damages.

Section 11.4 Unit maintenance and Landscaping. All units in the development, not owned by Developer, shall be kept neat, and free of debris. No unit shall be used as a dumping ground and all rubbish, trash, garbage or other waste shall be kept in sanitary containers. Containers may be placed at the roadside for pick-up but shall not be left there for more than

twenty-four (24) hours in any week. Any debris resulting from the damage or destruction of any improvement on a unit shall be removed with all reasonable dispatch in order to prevent an unsightly or unsafe condition. All brush or other debris piles and accumulations on any unit or units must be removed within ninety (90) days of its accumulation.

All units shall be landscaped in a suitable manner, including finish grading, seeding or sodding, and ornamental planting. Co-Owners shall be responsible for completion of the portion of the Landscaping plan depicted on Exhibit B that is within the boundaries of their Unit. Landscaping shall be completed prior to occupancy, unless a bond or other security in form and amount, satisfactory to the Developer is posted with the Developer to guarantee that the landscaping will be completed. In the event, the landscaping shall be completed within eight (8) months after initial occupancy, and if it is not so completed the Developer may complete the same and be reimbursed for the cost thereof from the bond or other security.

Section 11.5 Exterior Surfaces and Areas. Only new, unused materials, or used materials which are approved as to quality and appearance by the Developer, shall be used in construction. All structures shall be erected upon a foundation constructed on suitably permanent material extending below the frost line. Any exposed exterior foundation shall be covered with brick or stone when visible from the street. Exterior walls of any structure in the development shall be constructed of brick or such other exterior siding materials as approved by the architectural review committee. No aluminum, except fascia soffits and pillars, or asphalt siding and no exposed concrete or cinderblock shall be allowed. All structures shall have one or more offsets in the front wall. No fireplaces may be cantilevered on the dwelling, and no pipes or chimney chases shall be visible on the front of the home. Roof pitches shall be a minimum of 6/12 pitch and roof shingles shall have a minimum grade of 235#. Each dwelling shall have gutters and downspouts.

A dwelling may have cement patio at grade and a below ground swimming pool with related facilities such as fences, heaters and pumps. No above-ground pools shall be permitted. Satellite dishes or freestanding antennae may be erected or maintained with the approval of the Developer. Only central air conditioning shall be permitted, and "through the wall" air conditioners shall not be installed or maintained in any dwelling. Outside compressors for central air conditioning shall be located in a rear yard, shall lie within five (5) feet of the rear wall of the dwelling or garage and shall not extend beyond the side of the building into the side yard unless suitably screened from view.

Section 11.6 Easements. All utility lines, including electric, gas, telephone and television cables, shall be installed underground. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded site plan and no buildings are to be constructed or placed within the easements. Each owner shall maintain the surface area of easements within his or her property, shall keep grass and weeds out, shall keep the area free of trash and debris, and shall take such action as may be necessary to eliminate surface erosion. No Unit Owner or other person may change the direction or alter the flow of surface runoff in the drainage easements.

Section 11.7 Fences. No fence or wall shall be placed, erected or permitted to remain on any unit. Fences which are required by local ordinance to enclose swimming pools shall be allowed provided they are kept in good condition and repair at all times. In general, ornamental fences, garden walls and similar devices may be approved, provided they are for ornamental purposes only, and are not general enclosures, and do not exceed four (4) feet above grade in height, and if more than two (2) feet above grade in height do not extend further toward the front of the Lot than the rear line of the house. No perimeter or chain link fences will be permitted.

Section 11.8 Walkways and Driveways. Each dwelling shall have a driveway and walkway adequate to provide access. Walkways shall be paved with brick or concrete. All driveways shall be constructed with hard surfacing of asphalt, concrete, or brick paving, and shall be installed prior to occupancy of the residence, weather permitting. If completion of the drive will be delayed by weather until after the owner occupies the premises, the owner shall guarantee, in writing, to complete the driveway by the following June 1 and shall escrow 125% of the estimated cost of completing the driveway with a title insurance company together with a contract with the company being hired to complete the driveway and instructing disbursement of the funds upon completion of the contract.

Section 11.9 Grade changes. The units have been left in as natural a state as possible and as a result of the construction of roads, there are low spots and other areas in which water may accumulate and stand temporarily. Neither the Developer nor the Oakland County Drain Commissioner is under any obligation to correct any such condition. The grade of any unit in the development may not be altered so as to increase or direct water runoff to any other unit or the development's wetland areas. Surface water runoff shall be directed to the development's storm water system. All water retention areas shall be allowed to remain in a state of nature. No structures shall be erected nor shall any bushes, trees or other plants be planted thereon or any fill or other material deposited or placed thereon. No soil or minerals shall be dredged or removed, nor shall any water be drained therefrom.

Section 11.10 Vehicle storage. No commercial vehicles, house trailers, boat trailers, boats, camping vehicles or camping trailers may be parked on or stored on any unit in the development for any period in excess of forty eight hours, unless stored, fully enclosed within an attached garage. This shall not apply to developer's vehicles and structures, or vehicles and equipment used in connection with and during the period of home construction.

Section 11.11 Activities. Use of the common open areas shall be restricted to unit owners and their guests. All unit owners shall have the right and easement of enjoyment of the common areas and such easement shall be appurtenant to and shall pass with the title of every unit in the development. Only foot traffic and bicycles will be allowed in the common areas. No off-road motorcycles, scooters, all-terrain vehicles or any type of loud or noisy vehicle, cars or trucks will be allowed to operate anywhere in the development and/or common areas. No hunting shall be allowed anywhere in the development including the common open areas and wetlands. Only street legal motor vehicles and motorcycles driven by licensed drivers shall be allowed on the roads of the development.

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

Section 11.12 Association. All unit purchasers agree to become members of the Association, which shall consist of and exist for the benefit of all persons who shall at any given time own units in the development. The Association shall have no jurisdiction over the Developer or Developer's unsold units. The Developer shall not be required to maintain undeveloped phases to the same standards as required by the Association for other units in the development. The Developer shall be required to maintain all unsold lots in the developed phases to the same standards as required by the Association for other units in the development. The Association shall have the authority to establish rules, regulations, voting procedures and policies for the betterment of the Association, including the authority to make and enforce regulations pertaining to the use and maintenance of the common areas. Upon establishment of the Association, the Association shall have the authority to enforce building and use restrictions on the units that have been sold.

Section 11.13 Association Dues. The owners of each unit in the development agree to pay a proportionate share of the taxes, maintenance, improvements, insurance and other costs incurred against the common areas. The initial amount due from each unit owner is One Hundred and Fifty Dollars (\$150.00) per year and said amount may be increased or decreased by the association. The developer is not required to pay association dues for any unsold units. The association dues shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents and for the insurance, operation and maintenance of common areas. The balance of the funds collected will be turned over to the association upon its formation, along with title to the common areas. The association shall agree to abide by the terms of this agreement, the Building & Use Restrictions, and the final plan.

Section 11.14 Signs. No sign of any kind shall be displayed to the public view on any unit in the development except one not more than five (5) square feet in area, for the purpose of advertising the property for sale or lease. This shall not apply to the signs erected by the developer during the initial development of the development.

Section 11.15 Architectural Review. No building or structure shall be erected or maintained, nor shall any exterior addition, change or alteration to any structure be made until the plans and specifications are submitted to and approved, in writing, by the architectural review

committee. Said plans and specifications, prepared by a competent architect, should show the shape, elevation, facade, height, materials, color scheme and location on unit of the structure and/or addition, as well as the grading plan of the unit to be built upon. The developer shall be the architectural review committee until said function is taken over by the homeowner's association after the Construction and Sales Period. The architectural review committee shall prescribe from time to time the procedures to be followed and the information to be submitted in conducting architectural review. The committee may refuse to consider any request which does not follow the prescribed procedures.

Section 11.16 Subletting and leasing. If a Unit is leased or sublet, the Co-Owner shall provide the name and contact information of the tenant or tenants to the Association and shall at all times remain responsible for its tenants compliance with the obligation of the Project and the Association. No more than eight people per unit shall be permitted under any lease.

Section 11.17 Pets. No animals, livestock or poultry of any kind shall be raised, bred, trapped, injured or killed, or kept in any Unit or other Limited Common Elements, except that that a Co-Owner may have up to two dogs, cats or other common household pets, and except that a Co-Owner may trap or dispose of stray animal which constitutes a nuisance or a threat to health or safety. No animal may be kept or bred for any commercial purpose and every permitted pet shall be cared for and restrained so as not to be obnoxious or offensive to other Co-Owners. If pets are allowed in the yard of a residence, the same shall be controlled and restrained by "underground invisible fencing." No animal may be permitted to run loose at any time upon the General Common Elements and an animal shall at all times be leashed and accompanied by some responsible person while on the General Common Elements. No dangerous animal shall be kept and any Co-Owner who causes any animal to be brought or kept upon the Condominium Premise shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as a result of the presence of such animal on the premises, whether or not the Association has given its permission therefor. 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. No runs, pens or shelters for pets shall be permitted within a Unit or other Limited 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 the Bylaws in the event that the Association determines such assessment is necessary to defray the Association's costs of accommodating animals within the Condominium. The Association shall have the right to require that any pets be registered with the Association and may adopt such additional reasonable rules and regulations with respect to animals as it deems proper. In the event of any violation of this Section, the Board of Directors of the Association may assess fines for such violation in accordance with the Bylaws and in accordance with its duly adopted rules and regulations.

Section 11.18 Aesthetics. The Limited and General Common Elements shall not be used for the storage of supplies, materials, personal property or trash or refuse of any kind, except in accordance with the duly adopted rules and regulations of the Association. Garage doors shall be closed at all times, except as may be reasonably necessary to gain access to or from any garage. No unsightly condition shall be maintained on yard, courtyard or patio 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. No basketball courts or hoops shall be allowed whether standup or attached to a structure. Trash receptacles shall at all times be maintained within garages and shall not be permitted to remain elsewhere on the Common Elements except for such short periods of time as may be reasonably necessary to permit the periodic collection of trash. The Common Elements shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. In General, no activity shall be carried on nor any condition maintained by a Co-Owner, either in his Unit or upon the Common Elements, which is detrimental to the overall appearance of the Condominium.

Section 11.19 Rules and Regulations. It is intended that the Board of Directors of the Association may adopt rules and regulations from time to time to reflect the needs and desires of the majority of the Co-Owners in the Condominium. Reasonable regulations consistent with the Act, this Master Deed and the Bylaws concerning the use of the Common Elements may be adopted and amended from time to time by any Board of Directors prior to the Transitional Control Date. Copies of all such rules, 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 greater than 50% of the Co-Owners in number and value, except that the Co-Owners may not revoke any regulation or amendment prior to the First Annual Meeting of the entire Association. Any rules and regulations adopted by the Association shall not limit Developer's construction, sales or rental activities.

Section 11.20 Right of Access of Association. The Association and its duly authorized agents shall have access to each Unit, and the dwelling and other Appurtenances and improvements constructed on such Unit, and any other Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon thirty (30) days notice to the Co-Owner thereof, as may be necessary for the performance of the maintenance of the Common Elements. In addition, the Association and its agents shall at all times without notice have access to each Unit dwelling and Appurtenances, and other improvements constructed thereon, and any Limited Common Elements appurtenant thereto as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. Each Co-Owner shall be obligated to provide the Association with a means of access to his Unit, the dwelling and Appurtenances and other improvements constructed on such Unit and any Limited Common Elements appurtenant thereto during the Co-Owner's absence, and in the event such Co-Owner fails to provide a means of access thereto 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 thereto or for the repair or replacement of any doors or windows damaged in gaining such access.

Section 11.21 Co-Owner Maintenance. Each Co-Owner shall maintain his Unit, the dwelling, Appurtenances, and other improvements constructed thereon and any Limited Common Elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-Owner shall also use due care to avoid damaging any of the General Common Elements including, but not limited to, the telephone, gas, 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 provide maintenance for the Sanitary Sewer System and well serving its Unit as may be required by the Livingston County Health Department. Each Co-Owner shall be responsible for the repair, restoration or replacement, as applicable, of any damage to any Common Elements or damage to any other Co-Owner's Unit, or improvements thereon, resulting from the negligent acts or omissions of a Co-Owner, his family, guests, agents or invitees, except to the extent the Association obtains insurance proceeds; provided, however, that if the insurance proceeds obtained by the Association are not sufficient to pay for such costs, the Association may assess the Co-Owner for the excess amount necessary to pay.

Section 11.22 Unit division. No unit may be divided, split or reduced in size by any method, without the proper approval of the Developer and compliance with all applicable local ordinances and state laws. Units may be enlarged by consolidation with one or more adjoining units under one ownership. If more than one unit is developed as a unit, all restrictions shall apply as to a single unit.

Section 11.23 Reserved Rights of Developer.

(a) Prior Approval by Developer. The purpose of this Section is to promote an attractive, harmonious residential development having continuing appeal. Therefore, during the Construction and Sales Period, no buildings, fences, walls, retaining walls, drives, Walkways or other structures or improvements of any kind shall be commenced, erected, maintained nor shall any addition, change or alteration to any structure be made, except interior alterations which do not affect structural elements of the dwelling or Appurtenances or other improvements constructed within any Unit, nor shall any hedges, trees or substantial plants be installed or landscaping modifications be made, thereon until plans and specifications acceptable to the Developer, showing the nature, kind, shape, height, materials, color scheme, location and approximate cost of such structure, Appurtenances or other improvements and the grading or landscaping plan of the area to be affected shall have been submitted to and approved in writing by Developer, its successors or assigns. Developer shall have the right to refuse to approve any such plan or specifications, or grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or other reasons, and in reviewing such plans and specifications, Developer shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to be located, and the degree of harmony with the Condominium as a whole. The Developer shall be entitled to charge each applicant a review fee in an amount not to exceed \$250.00, to reimburse the Developer for any actual costs incurred in connection with the review of said applicant's plans, specifications and related materials. Neither Developer nor the Association shall incur any liability whatsoever for approving or failing or refusing to approve all or any part of any submitted plans, specifications or other materials. At the expiration of the Construction and Sales Period, the rights exercisable by Developer under this Section, shall be exercised by the Association.

(b) Developer's Rights In Furtherance of Development and Sales. None of the restrictions contained in this Article XI shall apply to the commercial activities or signs

or billboards, if any, of the Developer during the Construction and Sales Period or of the Association in furtherance of its powers and purposes set forth herein and in the Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary contained elsewhere in this Master Deed or the Bylaws, the Developer shall have the right, during the Construction and Sales Period, to maintain a sales office, a business office, a construction office, model units, construction and/or sales trailers, storage areas and parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable the development and sale of the entire Project. The Developer shall restore the areas utilized by the Developer to habitable status upon its termination of use.

(c) Enforcement of Restrictions. The Condominium Project shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private, residential community for the benefit of the Co-Owners and all persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligation to provide maintenance with respect to the Condominium Project in a manner consistent with such high standards, then the Developer, or any entity to which it may assign this right, may elect to provide such maintenance as required by this Master Deed or the Bylaws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce this Master Deed and the Bylaws throughout the Construction and Sales Period regardless of whether or not it owns a Unit in the Condominium. The Developer's enforcement rights under this Section may include, without limitation, an action to restrain the Association or any Co-Owner from performing any activity prohibited by this Master Deed and/or the Bylaws.

In witness whereof, the Developer has executed this Master Deed on the date first written above.

SOUTH LYON 60 UNIT DETACHED CONDO LLC

By: Lorenzo Cavaliere
Its: Authorized Agent

STATE OF MICHIGAN)
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this day of 2016, by
Lorenzo Cavaliere, the Authorized Agent of SOUTH LYON 60 UNIT DETACHED CONDO LLC,
a Michigan limited liability company, on behalf of the company.

_____, NOTARY PUBLIC

COUNTY OF:

MY COMMISSION EXPIRES:

DRAFTED BY AND WHEN RECORDED RETURN TO:
Lorenzo Cavaliere
South Lyon 60 Unit Detached Condo LLC
30078 Schoenherr, Suite 300
Warren, MI 48088
586-563-1500

EXHIBIT "A"

CONDOMINIUM BYLAWS

THOMASVILLE SITE CONDOMINIUM

CONDOMINIUM BYLAWS
THOMASVILLE SITE CONDOMINIUM

ARTICLE I
ASSOCIATION OF CO-OWNERS

Section 1.1 Formation; Membership. Thomasville Site Condominium, (sometimes referred to herein as "Thomasville") a residential Condominium Project located in the city of South Lyon, Oakland County, Michigan, shall be administered by the Thomasville Site Condominium Association, which shall be a non-profit corporation, hereinafter called the "Association", organized under the applicable laws of the State of Michigan. The Association shall be responsible for the management, maintenance (which term, for purposes of these Bylaws, shall also mean decoration, repair, renovation, restoration and replacement, unless otherwise specified), operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Condominium Bylaws referred to in the Master deed and required by Section 53 of the Act and the Association Bylaws provided for under the Michigan Non-Profit Corporation Act. Each Co-Owner shall be a member in the Association and no other person or entity shall be entitled to membership. Co- Owners are sometimes referred to as "Members" in these Bylaws. A Co-Owner's share of the Association's funds and assets cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit. The Association shall retain in its files current copies of the Master Deed, all amendments to the Master Deed, and other condominium Documents for the Condominium Project, all of which shall be available at reasonable hours for review by Co-Owners, prospective purchasers and prospective mortgagees of Units in the Condominium Project. All Co-Owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the Condominium Documents.

Section 1.2 Definitions. Capitalized terms used in these Bylaws without further definition shall have the meanings ascribed to such terms in the Master Deed, or the Act unless the context dictates otherwise.

Section 1.3 Conflicts of Terms and Provisions. In the event there exists any conflict among the terms and provisions contained within the Master deed or these Bylaws, the terms and provisions of the Master Deed shall control.

ARTICLE II
ASSESSMENTS

Section 2.1 Assessments Against Units and Co-Owners. All expenses arising from the management, administration and operation of the Association in accordance with the authorizations and responsibilities prescribed in the Condominium Documents and the Act shall be levied by the Association against the Units and the Co-Owners thereof, in accordance with the provisions of this Article II.

Section 2.2 Assessments for Common Elements; Personal Property Taxes Assessed Against the Association. All costs incurred by the Association to satisfy any liability or obligation arising from, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute expenditures affecting the administration of the Project, and all sums received as the

Proceeds of; or pursuant to, any policy of insurance securing the interest of the Co-Owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

Section 2.3 Determination of Assessments. Assessments shall be determined in accordance with the following provisions:

(a) Budget. The Board of Directors of the Association shall establish an annual budget ("Budget") in advance for each fiscal year and such Budget shall project all expenses for the ensuing year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance of the Common Elements that must be repaired or replaced on a periodic basis shall be established in the budget and must be funded by regular annual payments as set forth in Section 2.4 below, rather than by special assessments. At a minimum, the reserve fund shall be equal to 10% of the Association's current annual Budget on a non-cumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for the Project, the Association of Co-Owners should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserves should be established for other purposes from time to time. Upon adoption of a Budget by the Board of Directors, copies of the Budget shall be delivered to each Co-Owner and the assessment for said year shall be established based upon said Budget. The applicable annual assessments, as levied, shall constitute a lien against all Units as of the first day of the fiscal year in which the assessments relate. Failure to deliver a copy of the Budget to each Co-Owner shall not affect or in any way diminish such lien or the liability of any Co-Owner for any existing or future assessments. Should the Board of Directors at any time determine, in its sole discretion that the assessments levied are or may prove to be insufficient: (1) to pay the actual costs of the Condominium Project's operation and management, (2) to provide for maintenance of existing Common Elements, (3) to provide additions, restoration, renovation and replacement to the Common Elements not exceeding \$5,000.00 annually for the entire Condominium Project, or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessments and to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors shall also have the authority, without Co-Owner or mortgagee consent, to levy assessments for repair, restoration, renovation and replacement in the event of casualty, pursuant to the provisions of Section 5.4 below. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and its Members, and shall not be enforceable by any creditors of the Association or its Members.

(b) Special Assessments. Special assessments, in addition to those required in Section 2.3(a) above, may be made by the Board of Directors from time to time, subject to Co-Owner approval as hereinafter provided, to meet other needs or requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of a cost exceeding \$5,000.00 for the entire Condominium Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 2.6 below, or (3) assessments for any other appropriate purpose that could not be covered by the annual assessment. Special assessments referred to in this subparagraph (b) (but not including assessments referred to in Section 2.3(a) above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of the Co-Owners representing 60% or more of all Co-Owners. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the

Association and its Members and shall not be enforceable by any creditors of the Association or its Members.

(c) Remedial Assessments. If any Co-Owner fails to provide proper maintenance of any Limited Common Element which is appurtenant to his Unit, which failure, in the opinion of the Board of Directors adversely affects the appearance of the Condominium Project as a whole, or the safety, health or welfare of the other Co-Owners of the Condominium Project, the Association may, following notice to such Co-Owner, take any actions reasonably necessary to provide such maintenance for the unit, and the cost thereof shall be assessed against the Co-owner who has the responsibility under the Master Deed or these Bylaws to maintain such unit. The Association may also take the actions permitted under Section 4.3(b) of the Master Deed, and the cost(s) thereof shall be assessed as provided in said Section 4.3(b).

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

Section 2.4 Apportionment of Assessments and Penalty for Default. Unless otherwise provided in these Bylaws or in the Master Deed, all assessments levied against the Co-Owners to cover management, maintenance, operation and administration expenses shall be apportioned among and paid by the Co-Owners in accordance with the respective percentages of value allocated to each Co-Owner's Unit in Article V of the Master Deed. Annual assessments determined in accordance with Section 2.3(a) above shall be paid by Co-Owners in one (1) installment, commencing with the acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. A Co-Owner shall be in default of his assessment obligations if he fails to pay any assessment installment when due. A late charge not to exceed \$25.00 per month shall be assessed automatically by the Association upon any assessments in default for ten (10) or more days until the assessment installment(s) together with the applicable late charges are paid in full. Each Co-Owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payments and costs of collection and enforcement of payment) relating to his Unit which may be levied while such Co-Owner owns the Unit. Payments to satisfy assessment installments in default shall be applied as follows: first, to the costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment on such installments, and third, to the installments in default in the order of their due dates.

Section 2.5 Waiver of Use or Abandonment of Units. No Co-Owner may exempt himself from liability for his assessment obligations by waiving the use or enjoyment of any of the Common Elements or by abandoning his Unit.

Section 2.6 Liens for Unpaid Assessments. The sums assessed by the Association which remain unpaid, including but not limited to regular assessments, special assessments, fines and late charges, shall constitute a lien upon the Unit or Units in the Project owned by the Co-Owner at the time of the assessment and upon the proceeds of sale of such Unit or Units. Any such unpaid sum shall constitute a lien against the Unit as of the first day of the fiscal year in which the assessment, fine or law charge relates and shall be a lien prior to all claims except real property taxes and first mortgages of record. All charges which the Association may levy against any Co-Owner shall be deemed to be assessments for purposes of this Section 2.6 and Section 108 of the Act.

Section 2.7 Enforcement.

(a) Remedies. In addition to any other remedies available to the Association, the Association may enforce the collection of delinquent assessments by a suit at law or by foreclosure on the statutory lien that secures payment of assessments. In the event any Co- Owner defaults in the payment of any annual assessment installment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year to be immediately due and payable. The Association may also discontinue furnishing any utilities or other services to a Co-Owner in default upon seven (7) days' written notice to such Co-Owner. A Co-Owner in default shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association until the default is cured; provided, however, this provision shall not operate to deprive any Co-Owner of ingress or egress to and from his Unit or the dwelling or other improvements constructed thereon or in the appurtenant Privacy Area. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-Owner thereof or any persons claiming under him. The Association may also assess fines for late payment or non-payment of assessments in accordance with the provisions of Section 17.4 of these Bylaws. All of these remedies shall be cumulative and not alternative.

(b) Foreclosure Proceedings. Each Co-Owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. In addition, each Co-Owner and every other person who from time to time has any interest in the Project, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-Owner of a Unit in the Project acknowledges that at the time of acquiring title to such Unit, he was notified of the provisions of this subparagraph and he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose any assessment liens by advertisement and waived the right to a hearing prior to the sale of the applicable Unit.

(c) Notices of Action. Notwithstanding the provisions of Section 2.7(b), the Association shall not commence a judicial foreclosure action or a suit for a money judgment or publish any notice of foreclosure by advertisements, until the expiration of 10 days after mailing, by first class mail, postage prepaid, and addressed to the delinquent Co-Owner at his last known address, of a written notice that one or more assessment installments levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies under these Bylaws if the default is not cured within 10 days from the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (iv) the legal description of the subject Unit(s) and (v) the name(s) of the Co-Owner(s) of record. Such affidavit shall be recorded in the office of the Oakland County Register of Deeds prior to the commencement of any foreclosure proceeding. If the delinquency is not cured within the 10-day period, the Association may take such remedial action as may be available to it under these Bylaws and under

Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall notify the delinquent Co-Owner of the Association's election and shall inform him that he may request a judicial hearing by bringing suit against the Association.

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

Section 2.8 Liability of Mortgagees. Notwithstanding any other provisions of the Condominium Documents, the lien holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of assessments or charges resulting from a pro rata reallocation of assessments or charges to all Units including the mortgaged Unit).

Section 2.9 Developer's Responsibility for Assessments. The Developer, although a Member of the Association, shall not be responsible at any time for the payment of Association assessments, except with respect to Units owned by the Developer which contain a completed and occupied residential dwelling. A residential dwelling is complete when it has received a certificate of occupancy from Hamburg Township and a residential dwelling is occupied if it is being utilized as a residence. In addition, in the event Developer is selling a Unit with a completed residential dwelling thereon by land contract to a Co-Owner, the Co-Owner shall be liable for all assessments and the Developer shall not be deemed the owner of the applicable Unit and shall not be liable for any assessments levied up to and including the date, if any, upon which Developer actually retakes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. However, the Developer shall at all times pay the maintenance expenses pertaining to the Units that it owns, together with a proportionate share of all current maintenance expenses actually incurred by the Association (excluding reserves) for utility maintenance, landscaping, sign lighting and snow removal, but excluding management fees and expenses related to the maintenance and use of Units in the Project that are not owned by the Developer. For purposes of the foregoing sentence, the Developer's proportionate share of such expenses shall be based upon the ratio of all Units owned by the Developer at the time the expense is incurred to the total number of Units then in the Project. In no event shall the Developer be responsible for assessments for deferred maintenance, reserves for maintenance, capital improvements or other special assessments, except with respect to Units that are owned by the Developer which contain completed and occupied residential dwellings. Any assessments levied by the Association against the Developer for other purposes, without the Developer's prior written consent, shall be void and of no effect. In addition, the Developer shall not be liable for any assessment levied in whole or in part to purchase any Unit from the Developer or to finance any litigation or claims against the Developer, any cost of investigating or preparing such litigation or claim, or any similar or related costs.

Section 2.10 Property Taxes and Special Assessments. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 2.11 Personal Property Tax Assessment of Association Property. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-Owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 2.12 Construction Liens. A construction lien otherwise arising under Act No 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

Section 2.13 Statement as to Unpaid Assessments. The purchaser of any Unit may request a statement from the Association identifying the amount of any unpaid Association regular or special assessments relating to such Unit. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement identifying any existing unpaid assessments or a written statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of the sum identified in the statement within the period identified in the statement, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, if a purchaser fails to request such statement at least five (5) days prior to the closing of the purchase of such Unit, any unpaid assessments and the lien securing them shall be 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 sale proceeds thereof which has priority over all claims except tax liens in favor of any state or federal taxing authority and sums unpaid on a first mortgage of record, except that past due assessments which are evidenced by a notice of lien, recorded pursuant to Section 2.7 have priority over a first mortgage recorded subsequent to the recording of the notice of the lien.

ARTICLE III ARBITRATION

Section 3.1 Scope and Election. Disputes, claims or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between the Co-Owners and the Association, upon the election and written consent of the parties to any such disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such arbitration), and upon written notice to the Association, shall be submitted to arbitration, and the parties shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time shall be applicable to any such arbitration.

Section 3.2 Judicial Relief. In the absence of the election and written consent of the parties pursuant to Section 3.1 above, any Co-Owner or the Association may petition the courts to resolve any disputes, claims or grievances.

Section 3.3 Election of Remedies. The election and written consent by the disputing parties to submit any dispute, claim or grievance to arbitration shall preclude such parties from thereafter litigating such dispute, claim or grievance in the courts. Nothing contained in this Article III shall limit the rights of the Association or any Co-Owner, described in Section 144 of the Act.

ARTICLE IV INSURANCE

Section 4.1 Extent of Coverage. The Association shall, to the extent appropriate in light of the nature of the General Common Elements of the Project, carry vandalism and malicious mischief and liability insurance (in a minimum amount to be determined by the Developer or the Association in its discretion), officers' and directors' liability insurance and workmen's compensation insurance, if applicable, and other insurance the Association may deem applicable, desirable or necessary pertinent to the ownership, use and maintenance of the General Common Elements and such insurance shall be carried and administered in accordance with the following provisions:

(a) Responsibilities of the Association. All of the insurance referenced in this Section 4.1 shall be purchased by the Association for the benefit of the Association, and the Co-Owners and their mortgagees as their interests may appear, and provision shall be made for the issuance of mortgagee endorsements to the mortgagees of Co-Owners.

(b) Insurance of Common Elements. All General Common Elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, if any, as determined annually by the Board of Directors of the Association in consultation with the Association's insurance carrier and/or its representatives, utilizing commonly employed methods for the reasonable determination of replacement costs.

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

(d) Proceeds of Insurance Policies. Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, and the Co-Owners and their mortgagees, as their interest may appear, provided, however, whenever repair, restoration or replacement of any part of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring same shall be retained by the Association and applied for such repair, restoration or replacement, as applicable.

Section 4.2 Authority of Association to Settle Insurance Claims. Each Co-Owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workman's compensation insurance, if applicable, pertinent to the Condominium Project and the General Common Elements appurtenant thereto. Without limiting the foregoing, the Association shall have full Power and authority to purchase and maintain such insurance, to collect and remit premiums thereunder, to collect insurance proceeds and to distribute the same to the Association, the Co-Owners and respective mortgagees, as their interest may appear (subject always to the Condominium Documents), and/or to utilize said proceeds for required repairs, restoration or replacement, to execute releases of liability and to execute all documents and to do all things on behalf of such Co-Owner and the Condominium as shall be necessary or convenient to accomplish the foregoing purposes.

Section 4.3 Co-Owner Responsibilities. Each Co-Owner shall be responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to the dwelling, appurtenances, and all other improvements constructed or to be constructed within the perimeter of

his Unit, any Privacy Area and/or other Limited Common Elements appurtenant thereto and for his personal property located therein or thereon or elsewhere in the Condominium Project. The Association shall have no responsibility whatsoever to provide such insurance. In addition, each Co-Owner shall be obligated to obtain insurance coverage for personal liability (and, where applicable, workmen's compensation insurance) for occurrences within the perimeter of his Unit and any appurtenant Privacy Area and other Limited Common Elements, naming the Association and the Developer as additional insureds, and also for any other personal insurance coverage that the Co-Owner wishes to carry. Upon request of the Association, each Co-Owner shall deliver certificates of insurance to the Association from time to time to evidence the continued existence of all insurance required to be maintained by the Co-Owner under this Section 4.3. If a Co-Owner fails to obtain such insurance or to provide evidence of such insurance to the Association, the Association may, but is not obligated to, obtain such insurance on behalf of the Co-Owner and the premiums for such insurance shall constitute a lien against the Co-Owner's Unit which may be collected in the same manner that assessments may be collected Under Article II of these Bylaws.

Section 4.4 Waiver of Subrogation. The Association, as to all policies which it obtains, and all Co-Owners, as to all policies which they obtain, shall use their best efforts to see that all Property and liability insurance carried by the Association and any Co-Owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-Owner or the Association.

Section 4.5 Indemnification. Each individual Co-Owner shall indemnify and hold harmless every other Co-Owner, the Developer and the Association for all damages and costs, including attorney's fees, which the other Co-Owners, the Developer or the Association may suffer as a result of defending any claim arising out of an occurrence on or within an individual Co-Owner's Unit. Each Co-Owner shall carry insurance to secure the indemnity obligations under this Section 4.5, if required by the Association, or if required by the Developer during the Construction and Sales Period. This Section 4.5 is not intended to give any insurer any subrogation right or any other right or claim against any individual Co-Owner.

ARTICLE V MAINTENANCE

Section 5.1 Co-Owner Responsibility for Maintenance. Each Co-Owner shall be responsible for all maintenance of the dwelling, Appurtenances, and all other improvements, fixtures and personal property within his Unit. If any damage to the dwelling or other improvements constructed within a Co-Owner's Unit adversely affects the appearance of the Project, the Co-Owner shall proceed to remove, repair or replace the damaged property without delay.

Section 5.2 Association Responsibility for Maintenance. The Association shall be responsible for the maintenance of the General Common Elements. Immediately following a casualty to property for which the Association has such maintenance responsibility, the Association shall obtain reliable and detailed cost estimates to repair, restore or replace, as applicable, the damaged property to a condition comparable to that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of such repair, restoration or replacement, or if at any time during such repair, restoration or replacement or upon completion of such repair, restoration or replacement, there are insufficient funds for the payment of such repair, restoration or replacement, the Association shall make an assessment against all Co-Owners for an amount, which when combined with available insurance proceeds, shall be sufficient to fully pay for the cost of such repair, restoration or

replacement of the damaged property. Any such assessment made by the Board of Directors of the Association shall be governed by Section 2.3(a) of these Bylaws. Nothing contained in this Section 5.2 is intended to require the Developer or the Association to replace mature trees and vegetation with equivalent trees or vegetation.

Section 5.3 Timely Repair, Restoration or Replacement. If any damage to Common Elements or a Unit adversely affects the appearance of the Project, the Association or Co-Owner responsible for the maintenance thereof shall proceed to repair, restore or replace, as applicable, the damaged property without delay, and shall use its best efforts to complete such action within 6 months from the date upon which the property damage occurred.

Section 5.4 Eminent Domain. Section 133 of the Act and the following provisions shall control in the event all or a portion of the Project is subject to eminent domain:

(a) *Taking of a Unit or Related Improvements.* In the event all or a portion of a Unit are taken by eminent domain, the award for such taking shall be paid to the Co-Owner of such Unit and the mortgagee thereof, as their interest may appear. If the entire Unit is taken by eminent domain, on the acceptance of such award by the Co-Owner and his mortgagee, they shall be divested of all interest in the Condominium Project. *king of Common Elements.* If there is a taking of any portion of the General Common Elements, the condemnation process relative to such taking shall be paid to the Co-Owners and their mortgagees in proportion to their respective undivided interest in the General Common Elements unless pursuant to the affirmative vote of Co-Owners representing greater than 50% of the total votes of all Co-Owners qualified to vote, at a meeting duly called for such purpose, the Association is directed to repair, restore or replace the portion so taken or to take such other action as is authorized by a majority vote of the Co-Owners. If the Association is directed by the requisite number of Co-Owners to repair, restore, or replace all or any portion of the General Common Elements taken, the Association shall be entitled to retain the portion of the condemnation proceeds necessary to accomplish the repair, restoration or replacement of the applicable General Common Elements. The Association, acting through its Board of Directors, may negotiate on behalf of all Co-Owners for any condemnation award for General Common Elements and any negotiated settlement approved by the Co-Owners representing two-thirds (2/3) or more of the total votes of all Co-Owners qualified to vote shall be binding on all Co-Owners.

(b) *Continuation of Condominium After Taking.* In the event the Condominium Project continues after a taking by eminent domain, then the remaining portion of the Condominium Project shall be resurveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, in whole or part, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Units, based upon the continuing value of the Condominium being 100%. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of obtaining the signature or specific approval of any Co-Owner, mortgagee or other person

(c) *Notification of Mortgagees.* In the event all or any portion of a Unit in the Condominium, or all or any portion of the Common Elements is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association shall notify each institutional holder of a first mortgage lien on any of the Units in the Condominium that is registered in the Association's book of "Mortgagees of Units" pursuant to Section 6.1 of these Bylaws.

Section 5.5 Notification of FHLMC. 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 FHLMC 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 the damage or taking relates to a Unit covered by a mortgage purchased in whole or in part by FHLMC and exceeds \$1,000.00.

Section 5.6 Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give a Unit Owner, or any other party, priority over any rights of first mortgagees of Units pursuant to their mortgages with respect to any distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Elements.

ARTICLE VI MORTGAGES

Section 6.1 Notice to Association. Any Co-Owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units". The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-Owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit written notification of any default in the performance of the obligations of the Co-Owner of such Unit that is not cured within 60 days.

Section 6.2 Insurance. The Association shall notify each mortgagee appearing in the book referenced in Section 6.1 of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage.

Section 6.3 Notification of Meetings. Upon request submitted to the Association, any institutional holder of a first mortgage lien on a Unit shall be entitled to receive written notification of every meeting of the Members of the Association and to designate a representative to attend such meeting.

ARTICLE VII VOTING

Section 7.1 Vote. Except as otherwise specified in those Bylaws, each Co-Owner shall be entitled to one vote for each Condominium Unit owned.

Section 7.2 Eligibility to Vote. No Co-Owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented to the Association evidence that the Co-Owner owns a Unit. Except as provided in Section 10.2 of these Bylaws, no Co-Owner, other than the Developer, shall be entitled to vote prior to the date of the First Annual Meeting of members held in accordance with Section 10.2. 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 7.3 below or by a proxy given by such individual representative. The Developer shall be the only person entitled to vote at a meeting of the Association until the First Annual Meeting of Members and shall be entitled to vote during such period notwithstanding the fact that the Developer may own no Units at some time or from time to time during such period. At the First Annual Meeting, and thereafter, the Developer shall be entitled to vote for each Unit which it owns.

Section 7.3 Designation of Voting Representative. Each Co-Owner shall file with the Association a written notice 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 the Co-Owner. If a Co-Owner designates himself as the individual representative, he need not file any written notice with the Association. The failure of any Co-Owner to file any written notice shall create a presumption that the Co-Owner has designated himself as the voting representative. The notice shall state the name and address of the individual representative designated, the address of the Unit or Units owned by the Co-Owner and the name and address of each person, firm corporation, partnership, association, trust or other entity who is the Co-Owner. The notice shall be signed and dated by the Co-Owner. An individual representative may be charged by the Co-Owner at any time by filing a new notice in accordance with this Section 7.3. In the event a Unit is owned by multiple Co-Owners who fail to designate an individual voting representative for such Co-Owners, the Co-Owner whose name first appears on record title shall be deemed to be the individual representative authorized to vote on behalf of all the multiple Co-Owners of the Unit(s) and any vote cast in person or by proxy by said individual representative shall be binding upon all such multiple Co-Owners.

Section 7.4 Quorum. The presence in person or by proxy of Co-Owners representing 51% of the total number of votes of all Co-Owners qualified to vote shall constitute a quorum for holding a meeting of the Members of the Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

Section 7.5 Voting. Votes may be cast in person or by proxy by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the secretary of the Association at or before the appointed time of each meeting of the Members of the Association. Cumulative voting shall not be permitted.

Section 7.6 Majority. When an action is to be authorized by vote of the Co-Owners of the Association, the action must be authorized by a majority of the votes cast at a meeting duly called for such purpose, unless a greater percentage vote is required by the Master Deed, these Bylaws or the Act.

ARTICLE VIII MEETINGS

Section 8.1 Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Co-Owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with generally recognized rules of parliamentary procedure, which are not in conflict with the Condominium Documents or the laws of the State of Michigan.

Section 8.2 First Annual Meeting. The First Annual Meeting of members of the Association may be convened by the Developer in its discretion at any time prior to the date the First Annual Meeting is required to be convened pursuant to this Section 8.2. Notwithstanding the foregoing, the First Annual Meeting must be held (i) within 120 days following the conveyance of legal or equitable title to non-developer Co-Owners of 75% of all Units; or (ii) 54 months from the first conveyance to a non-Developer Co-Owner of legal or equitable title to a Unit, whichever is the earlier to occur. The Developer may call meeting of Members for informative or other appropriate purposes prior to the First Annual Meeting of Members and no such meeting shall be construed as the First Annual Meeting of Members.

The date, time and place of such meeting shall be set by the Board of Directors, and at least 10 days written notice thereof shall be given to each Co-Owner's individual representative.

Section 8.3 Annual Meetings. Annual meetings of Association Members shall be held not later than May 30 of each succeeding year following the year in which the First Annual Meeting is held, at a time and place determined by the Board of Directors. At each annual meeting, the Co-Owners shall elect members of the Board of Directors in accordance with Article X of these Bylaws. The Co-Owners may also transact at annual meetings such other Association business as may properly come before them.

Section 8.4 Special Meeting. The President shall call a special meeting of Members as directed by resolution of the Board of Directors or upon presentation to the Association's Secretary of a petition signed by Co-Owners representing $\frac{1}{2}$ of the votes of all Co-Owners qualified to vote. 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 8.5 Notice of Meetings. The Secretary (or other Association officer in the secretary's absence) shall provide each Co-Owner of record, or, if applicable, a Co-Owner's individual representative, with notice of each annual or special meeting, stating the purpose thereof and the time and place where it is to be held. A notice of an annual or special meeting shall be served at least 10 days but not more than 60 days prior to each meeting. The mailing, postage prepaid, of a notice to the individual representative of each Co-Owner at the address shown in the notice filed with the Association under Section 7.3 of these Bylaws shall be deemed properly served. Any Co-Owner or individual representative may waive such notice, by filing with the Association a written waiver of notice signed by such Co-Owner or individual representative.

Section 8.6 Adjournment. If any meeting of Co-Owners cannot be held because a quorum is not in attendance, the Co-Owners who are present may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called. When a meeting is adjourned to another time or place, it is not necessary to give notice of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken and only such business is transacted at the adjourned meeting as might have been transacted at the original meeting. However, if after the adjournment, the Board of Directors fixes a new record date for the adjourned meeting, a notice of adjourned meeting shall be given to each Co-Owner or Co-Owner's individual representative.

If a meeting is adjourned in accordance with the provisions of this Section 8.6 due to the lack of a quorum, the required quorum at the subsequent meeting shall be two thirds ($\frac{2}{3}$) of the required quorum for the meeting that was adjourned, provided that the Board of Directors provides each Co-Owner (or Co-Owner's individual representative) with notice of the adjourned meeting in accordance with Section 8.5 above and provided further the subsequent meeting is held within sixty (60) days from the date of the adjourned meeting.

Section 8.7 Action Without Meeting. Any action required or permitted to be taken at a meeting of Members, may be taken without a meeting, without prior notice and without a vote, if all of the Co-Owners (or their individual representatives) entitled to vote thereon consent thereto in writing. If the Association's Articles of Incorporation so provide, any action required or permitted to be taken at any meeting of Members may be taken without a meeting, without prior notice and without a vote, if a written consent setting forth the actions so taken, is signed by the Co-Owners (or their individual representatives) having not less than the minimum number of votes that would be necessary to

authorize or take the action at a meeting at which all Co-Owners entitled to vote thereon were present and voted. Prompt notice of any action that is taken without a meeting by less than unanimous written consent shall be given to the Co-Owners who have not consented in writing.

Section 8.8 Electronic Participation in a Meeting. A Co-Owner may participate in a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, if such option is available. If there is a cost to this option, the Co-Owner (or Owners) utilizing this option shall bear the cost. Participation in a meeting pursuant to this Section 8.8 constitutes presence at the meeting.

ARTICLE IX ADVISORY COMMITTEE

Within one year after the first conveyance to a non-Developer Co-Owner of legal or equitable title to a Unit in the Project or within 120 days following the conveyance to non-Developer Co-Owners of 1/3 of the total number of Units that may be created, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least three non-Developer Co-Owners. The Committee shall be established in any manner the Developer deems advisable. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the non-Developer Co-Owners and to aid in the transition of control of the Association from the Developer to purchaser Co-Owners. The Advisory Committee shall automatically cease to exist when a majority of the Board of Directors of the Association is elected by non-Developer Co-Owners. The Developer may at any time remove and replace at its discretion any member of the Advisory Committee.

ARTICLE X BOARD OF DIRECTORS

Section 10.1 Number and Qualification of Directors. The Board of Directors shall initially be comprised of three Directors. At such time as the non-Developer Co-Owners are entitled to elect two members of the Board of Directors in accordance with Section 10.2 below, the Board shall automatically be increased in size from three to five persons. At such time as the Board of Directors is increased in size to five persons, all Directors must be Co-Owners, or officers, partners, trustees or employees of Co-Owners that are entities. In the event that the Association cannot locate five Co-Owners who are willing to serve as Directors, the Board may operate with less than five persons, and such reduced size shall not affect the validity of any decision made by the Board.

Section 10.2 Election of Directors.

(a) First Board of Directors. Until such time as the non-Developer Co-Owners are entitled to elect one of the members of the Board of Directors, the Developer shall select all of the Directors, which persons may be removed or replaced by Developer in its discretion.

(b) Appointment of Non-Developer Co-Owners to Board prior to First Annual Meeting. Not later than 120 days following the conveyance to non-Developer Co-Owners of legal or equitable title to 25% of the Units that may be created, one member of the Board of Directors shall be elected by non-Developer Co-Owners. The remaining Members of the Board of Directors shall be selected by Developer. Not later than 120 days following the conveyance to non-Developer Co-Owners of legal or equitable title to 50% of the Units that may be created, the Board of Directors shall

be increased to five Members and two of the five Directors shall be elected by non-Developer Co-Owners. The remaining Members of the Board of Directors shall be selected by Developer. When the required percentage levels of conveyance have been reached, the Developer shall notify the non-Developer Co-Owners and request that they hold a meeting to elect the required number of Directors. Upon certification by the Co-Owners to the Developer of the Director or Directors elected, the Developer shall immediately appoint such Director or Directors to the Board, to serve until the First Annual Meeting of Co-Owners, unless he is removed pursuant to Section 10.7 or he resigns or becomes incapacitated.

(c) Election of Directors at and after First Annual Meeting

(i) Not later than 120 days following the conveyance to non-Developer Co-Owners of legal or equitable title to 75% of the Units that may be created, the non-developer Co-Owners shall elect all of the Directors on the Board, except that the Developer shall have the right to designate at least one Director so long as the Developer owns and offers for sale at least 10% of the Units in the Project or as long as the Units that remain to be created and sold equal at least 10% of all Units that may be created in the Project. Whenever the 75% conveyance level is achieved, a meeting of Co-Owners shall promptly be convened to effectuate this provision, even if the First Annual Meeting has already occurred.

(ii) Regardless of the percentage of Units which have been conveyed, upon the elapse of 54 months after the first conveyance to a non-Developer Co-Owner of legal or equitable title to a Unit on the Project, and if title to not less than 75% of the Units that may be created has not been conveyed, the non-Developer Co-Owners have the right to elect a number of members of the Board of Directors in proportion to the percentage of Units they own, and the Developer has the right to elect a number of members of the Board of Directors in proportion to the percentage of Units which are owned by the Developer and for which assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in Section 10.2(b) or 10.2(c)(i) above. Application of this subsection does not require a change in the size of the Board of Directors.

(iii) If the calculation of the percentage of members of the Board of Directors that the non-Developer Co-Owners have the right to elect under subsection (ii) above, or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-Developer Co-Owners under subsection (b) results in a right of non-Developer Co-Owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the non-Developer Co-Owners have the right to elect. After application of this formula, the Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subsection shall not eliminate the right of the Developer to designate one director as provided in subsection (I) above.

(iv) At such time as the non-Developer Co-Owners are entitled to elect all of the Directors, three Directors shall be elected for a term of two years and two Directors shall be elected for a term of one year. At such meeting, all nominees shall stand for election as one slate and the three persons receiving the highest number of votes shall be elected for a term of two years and the two persons receiving the next highest number of votes shall be elected for a term of one year. At each annual meeting held thereafter, either two or three Directors shall be elected depending upon the number of Directors whose terms expire, and the term of office of each Director shall be

two years. The Directors shall hold office until their successors have been elected and hold their first meeting.

Section 10.3 Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or specifically required to be exercised and done by the Co-Owners.

Section 10.4 Specific Powers and Duties. In addition to the duties imposed by these Bylaws or any further duties which may be imposed by resolution of the Co-Owners of the Association, the Board of Directors shall have the following powers and duties:

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

(b) To collect assessments from the Co-Owners and to expend the proceeds for the purposes of the Association.

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

(d) To reconstruct or repair improvements after casualty.

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

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

(g) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Association, and to secure the same by mortgage, pledge, or other lien, on property owned by the Association; provided, however, that any such action shall also be approved by the affirmative vote of the Co-Owners (or their individual representatives) representing 75% of the total votes of all Co-Owners qualified to vote.

(h) To establish rules and regulations in accordance with Section 11.8 of the Master Deed.

(i) To establish such committees as the Board of Directors 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 exclusively performed by the Board.

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

Section 10.5 Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at a reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 10.3 and 10.4, 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 exclusively performed by or have the approval of the Board of Directors or the Members of the Association.

Section 10.6 Vacancies. Vacancies in the Board of Directors which occur after the Transitional Control Date caused by any reason other than the removal of a Director by a vote of the Co-Owners of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that the Developer shall be solely entitled to fill the vacancy of any Director whom it is permitted in the first instance to designate. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

Vacancies among non-Developer Co-Owner elected Directors which occur prior to the Transitional Control Date may be filled only through election by non-Developer Co-Owners and shall be filled in the manner as specified in Section 10.2(b).

Section 10.7 Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors elected by the non-Developer Co-Owners may be removed with or without cause by the affirmative vote of the Co-Owners (or their individual representatives) who represent greater than 50% of the total votes of all Co-Owners qualified to vote, and a successor may then and there be elected to fill any vacancy thus created. Any Director whose removal has been proposed by a Co-Owner shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion. Any Director selected by the non-Developer Co-Owners to serve before the First Annual Meeting may also be removed by such Co-Owners before the First Annual Meeting in the manner described in this Section 10.7.

Section 10.8 First Meeting. The first meeting of the elected Board of Directors shall be held within 10 days of election at a time and place fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary in order to legally convene such meeting, provided a majority of the Board shall be present.

Section 10.9 Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be deemed from time to time by a majority of the Directors, but at least two such meetings shall be held during each fiscal year of the Association. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, by mail, telephone or telegraph at least 10 days prior to the date named for such meeting.

Section 10.10 Special Meetings. Special meetings of the Board of Directors may be called by the President on 3 days' notice to each Director, given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner on the written request of two or more Directors.

Section 10.11 Quorum and Required Vote of Board of Directors. At all meetings of the Board of Directors, a majority of the members of the Board of Directors then in office shall constitute a quorum. The vote of the majority of Directors at a meeting at which a quorum is present constitutes the action of the Board of Directors, unless a greater plurality is required by the Michigan Non-profit Corporation Act, the Articles of Incorporation, the Master Deed or these Bylaws. If a quorum is not present at any meeting of the Board of Directors, the Directors present at such meeting may adjourn the meeting from time to time without notice other than an announcement at the meeting, until the quorum shall be present.

Section 10.12 Consent in Lieu of Meeting. Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if all members of the Board of Directors consent in writing. The written consent shall be filed with the minutes of the proceedings of the Board of Directors. The consent has the same effect as a vote of the Board of Directors for all purposes.

Section 10.13 Electronic Participation in a Meeting. A Director may participate in a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this Section 10.13 constitutes presence at the meeting.

Section 10.14 Fidelity Bonds. The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

Section 10.15 Compensation. The Board of Directors shall not receive any compensation for rendering services in their capacity as Directors, unless approved by the Co-Owners (or their individual representatives) who represent 60% or more of the total votes of all Co-Owners qualified to vote.

ARTICLE XI OFFICERS

Section 11.1 Selection of Officers. The Board of Directors, at a meeting called for such purpose, shall appoint a president, secretary and treasurer. The Board of Directors may also appoint one or more vice-presidents and such other officers, employees and agents as the Board shall deem necessary, which officers, employees and agents shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors. Two or more offices, except that of president and vice-president, may be held by one person who may also be a Director. An officer shall be a Co-Owner, or shareholder, officer, director, employee or partner of a Co-Owner that is an entity.

Section 11.2 Term, Removal and Vacancies. Each officer of the Association shall hold office for the term for which he is appointed until his successor is elected or appointed, or until his resignation or removal. Any officer appointed by the Board of Directors may be removed by the Board of Directors with or without cause at any time. Any officer may resign by written notice to the Board of Directors. Any vacancy occurring in any office may be filled by the Board of Directors.

Section 11.3 President. The President shall be a Member of the Board of Directors and shall act as the chief executive officer of the Association. The President shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the President of an Association, subject to Section 11.1 above.

Section 11.4 Vice President. The Vice President shall take the place of the President and his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 11.5 Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Co-Owners of the Association. He shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; and he shall, in general, perform all duties incident to the office of the Secretary.

Section 11.6 Treasurer. The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, in such depositories as may, from time to time, be designated by the Board of Directors.

ARTICLE XII SEAL

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

ARTICLE XIII FINANCE

Section 13.1 Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-Owners. Such accounts and all other Association records shall be open for inspection by the Co-Owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-Owner at least once a year a financial statement, the contents of which shall be determined by the Association. The books of account shall be reviewed at least annually by a qualified independent CPA; provided, however, that such CPA's need not be certified public accountants nor does such review need to be a certified review, unless the annual revenues of the Association exceed \$20,000. Upon request, any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual audited financial statement within 90 days following the end of the Association's fiscal year. The costs of any such audit and any accounting expenses shall be expenses of administration.

Section 13.2 Fiscal Year. The fiscal year of the Association shall be an annual period commencing on the date initially determined by the Directors. The Association's fiscal year may be changed by the Board of Directors in its discretion.

Section 11.3 Bank Accounts. The Association's funds shall initially be deposited in such bank or savings association as may be designated by the Directors. All checks, drafts and order of payment of money shall be signed in the name of the Association in such manner and by such person or persons as the Board of Directors shall from time to time designate for that purpose. The Association's funds may be invested from time to time in accounts or deposit certificates of such bank or savings association that are insured by the Federal Deposit Insurance Corporation of the Federal Savings and Loan Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government.

ARTICLE XIV INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 14.1 Third Party Actions. To the fullest extent permitted by the Michigan Non-Profit Corporation Act, the Association shall, subject to Section 14.5 below, indemnify any person who was or is a party defendant or is threatened to be made a party defendant to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a Director or officer of the Association, or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other

enterprise, against expenses (including actual and reasonable attorney fees), judgments, fines and amounts reasonably paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association or its members, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption (a) that the person did not act in good faith and in a manner which he reasonably believed to be not opposed to the best interests of the Association or its members, and (b) with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his conduct was unlawful.

Section 14.2 Actions in the Right of the Association. To the fullest extent permitted by the Michigan Non-profit Corporation Act, the Association shall, subject to Section 14.5 below, indemnify any person who was or is a party defendant to or is threatened to be made a party defendant of any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a Director or officer of the Association, or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including actual and reasonable attorney fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit and amounts reasonably paid in settlement if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association or its members, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Association unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the indication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 14.3 Insurance. The Association may purchase and maintain insurance on behalf of any person who is or was a Director, employee or agent of the Association, or is or was serving at the request of the Association as a Director, officer, employee or agent against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have power to indemnify him against such liability under Sections 14.1 and 14.2 above. In addition, the Association may purchase and maintain insurance for its own benefit to indemnify it against any liabilities it may have as a result of its obligations of indemnification made under Sections 14.1 and 14.2 above.

Section 14.4 Expenses of Successful Defense. To the extent that a person has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 14.1 and 14.2 above, or in defense of any claim, issue or matter therein, or to the extent such person incurs expenses (including actual and reasonable attorney fees) in successfully enforcing the provisions of this Article XIV, he shall be indemnified against expenses (including attorney fees) actually and reasonably incurred by him in connection therewith.

Section 14.5 Determination that Indemnification is Proper. Any indemnification under Sections 14.1 and 14.2 above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the person is proper under the circumstances, because he has met the applicable standard of conduct set forth in Sections 14.1 or 14.2 above, whichever is applicable. Notwithstanding anything to the contrary contained in this

Article XIV, in no event shall any person be entitled to any indemnification under the provisions of this Article XIV if he is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties. The determination to extend such indemnification shall be made in any one (1) of the following ways:

(a) By a majority vote of a quorum of the Board of Directors consisting of Directors who were not parties to such action, suit or proceeding; or

(b) If such quorum described in (a) is not obtainable, then by a majority vote of a committee of Directors who are not parties to the action, suit or proceeding. The committee shall consist of not less than two (2) disinterested Directors; or

(c) If such quorum described in (a) is not obtainable (or, even if obtainable, a quorum of disinterested Directors, so directs), by independent legal counsel in a written opinion.

If the Association determines that full indemnification is not proper under Sections 14.1 or 14.2 above, it may nonetheless determine to make whatever partial indemnification it deems proper. At least 10 days prior to the payment of any indemnification claim which is approved, the Board of Directors shall provide all Co-Owners with written notice thereof.

Section 14.6 Expense Advance. Expenses incurred in defending a civil or criminal action, suit or proceeding described in Sections 14.1 and 14.2 above may be paid by the Association in advance of the final disposition of such action, suit or proceeding as provided in Section 14.4 above upon receipt of an undertaking by or on behalf of the person involved to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association. At least 10 days prior to advancing any expenses to any person under this Section 14.6, the Board of Directors shall provide all Co-Owners with written notice thereof.

Section 14.7 Former Representatives, Officers, Employees or Agents. The indemnification provided in this Article XIV shall continue as to a person who has ceased to be a Director, officer, employee or agent of the Association and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 14.8 Changes in Michigan Law. In the event of any change of the Michigan statutory provisions applicable to the Association relating to the subject matter of this Article XIV, the indemnification to which any person shall be entitled hereunder arising out of acts or omissions occurring after the effective date of such amendment shall be determined by such changed provisions. No amendment to or repeal of Michigan law with respect to indemnification shall restrict the Association's indemnification undertaking herein with respect to acts or omissions occurring prior to such amendment or repeal. The Board of Directors are authorized to amend this Article XIV to conform to any such changed statutory provisions.

ARTICLE XV AMENDMENTS

Section 15.1 By Developer. In addition to the rights of amendment provided to the Developer in the various Articles of the Master Deed, the Developer may, within two years following the expiration of the Construction and Sales Period, and without the consent of any Co-Owner, mortgagee or any other person, amend those Bylaws provided such amendment or amendments do not materially alter the rights of Co-Owners or mortgagees.

Section 15.2 Proposal. Amendments to these Bylaws may be proposed by the Board of Directors of the Association upon the vote of the majority of Directors or may be proposed 1/3 or more in number of the Co-Owners by a written instrument signed by the applicable Co-Owners.

Section 15.3 Meeting. If any amendment to these Bylaws is proposed by the Board of Directors or the Co-Owners, a meeting for consideration of the proposal shall be duly called in accordance with the provisions of these Bylaws.

Section 15.4 Voting. These Bylaws may be amended by the Co-Owners at any regular meeting or a special meeting called for such purpose by an affirmative vote of 66-2/3% or more of the total votes of all Co-Owners qualified to vote. No consent of mortgagees shall be required to amend these Bylaws unless such amendment would materially alter or change the rights of such mortgagees, in which event the approval of 66-2/3% of all mortgagees of Units shall be required. Each mortgagee shall have one vote for each mortgage held. Notwithstanding anything to the contrary contained in this Article XV, during the Construction and Sales Period, these Bylaws shall not be amended in any way without the Prior written consent of the Developer.

Section 15.5 Effective Date of Amendment. Any amendment to the Bylaws shall become effective upon the recording of such amendment in the office of the Oakland County Register of Deeds.

Section 15.6 Binding Effect. A copy of each amendment to the Bylaws shall be furnished to every member of the Association after its adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article XV shall be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the amendment.

ARTICLE XVI COMPLIANCE

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

ARTICLE XVII REMEDIES FOR DEFAULT

Any default by a Co-Owner of its obligations under any of the Condominium Documents shall entitle the Association or another Co-Owner or Co-Owners to the following relief:

Section 17.1 Legal Action. Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include, without limitation, an action to recover damages, injunctive relief, foreclosure of lien (if there is a default in the payment of an assessment) or any combination thereof and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-Owner or Co-Owners.

Section 17.2 Recovery of Costs. In any legal 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 attorneys' 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 attorneys' fees. In addition, in the event of a default which does not result in a legal proceeding, the Association shall have a right to assess to any Co-Owner all costs and expenses incurred, including all attorneys' fees.

Section 17.3 Removal and Abatement. The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or into any Unit and the improvements thereon, where reasonably necessary, and summarily remove and abate, at the expense of the Co-Owner in violation, any structure or condition existing or maintained in violation of the provisions of the Condominium Documents. The Association shall have no liability to any Co-Owner arising out of the exercise of its rights under this Section 17.3.

Section 17.4 Assessment of Fines. The violation of any of the provisions of the Condominium Documents by any Co-Owner shall be grounds for the assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines against the applicable Co-Owner. No fine may be assessed unless rules and regulations establishing such fines 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 Section 8.3 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 days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article II of these Bylaws. No fine shall be levied for the first violation. No fine shall exceed \$25.00 for the second violation, \$50.00 for the third violation or \$100.00 for any subsequent violation.

Section 17.5 Non-waiver of Rights. 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 17.6 Cumulative Rights, Remedies and Privileges. All rights, remedies and privileges granted to the Association or any Co-Owner or Co-Owners pursuant to any of the terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative and the exercise of any one or more of such rights or remedies shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party under the Condominium Documents or at law or in equity.

Section 17.7 Enforcement of Provisions of Condominium Documents. A Co-Owner may maintain an action against the Association and its officers and Directors to compel such persons to enforce the terms and provisions of the Condominium Documents. A Co-Owner may maintain an action against any other Co-Owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

ARTICLE XVIII RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use or proposed action or any other matter, may be assigned by the Developer to any other entity or to the Association. Any such assignment or transfer shall be made by an appropriate written instrument in which the

assignee or transferee evidences its consent to the acceptance of such powers and rights. Any rights and powers reserved or retained by Developer or its successors and assigns shall expire, at the conclusion of two (2) years following the expiration of the Construction and Sales Period, except as otherwise expressly provided in the Condominium Documents. The immediately preceding sentence dealing with the expiration and termination of certain rights and powers granted or reserved to the Developer are intended to apply, insofar as the Developer is concerned, only to Developer's rights to approve and control the administration of the Condominium and shall not under any circumstances, be construed to apply to or cause the termination and expiration of any real property rights granted or reserved to the Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents which shall not be terminable in any manner hereunder) and which shall be governed only in accordance with the terms of the instruments, documents or agreements that created or reserved such property rights.

ARTICLE XIX SEVERABILITY

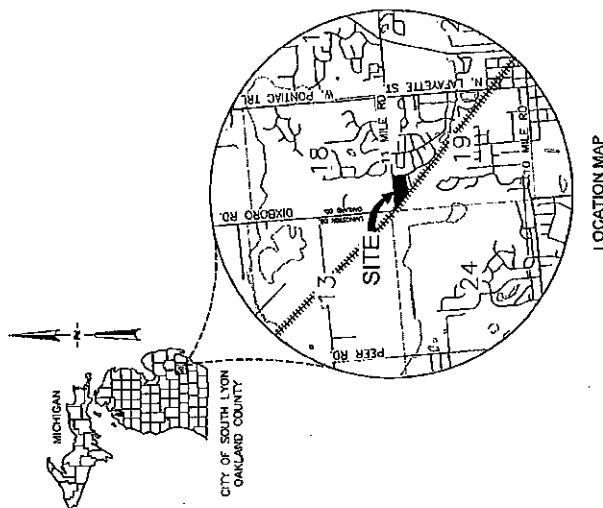
In the event that any of the terms, provisions or covenants of these Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such invalidity shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions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

THOMASVILLE SITE CONDOMINIUM

PART OF NW. 1/4 SEC 19, T1N-R7E
CITY OF SOUTH LYON, OAKLAND COUNTY, MICHIGAN

SHEET 1	COVER SHEET
SHEET 2	SITE BOUNDARY & OVERVIEW
SHEET 3-4	SURVEY PLAN (WEST & EAST)
SHEET 5-6	SITE PLAN (WEST & EAST)
SHEET 7	SITE PLAN COORDINATES
SHEET 8-9	UTILITY PLAN (WEST & EAST)



EGAL DESCRIPTION

Report Tax Number: 21-19-126-002

THAT PART OF THE NORTHWEST QUARTER, 1/4 OF SECTION 15, IN T. 8 N., R. 7 E., CITY OF SOUTHERN CALIFORNIA, CALIFORNIA, BEING MORE FULLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 15, THENCE N. 89°35'34" W. 102.27 FEET ALONG THE NORTH 1/4 CORNER OF SAID SECTION 15 TO THE POINT OF BEGINNING; THENCE N. 28°02'35" W. 280.25 FEET TO THE POINT OF BEGINNING; THENCE N. 45°33'35" W. 404.33 FEET; THENCE S. 77°55'24" W. 470.32 FEET; THENCE N. 67°01'24" W. 772.74 FEET; THENCE S. 67°01'24" W. 773.40 FEET TO THE NORTHEASTLY CORNER OF THE C & O RAILROAD; THENCE N. 46°21'24" W. 859.35 FEET ALONG THE NORTHEASTLY CORNER OF THE C & O RAILROAD TO THE NORTH LINE OF SECTION 15S; THENCE S. 89°35'34" W. 1336.46 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

Containing 11.535 (Gross)
Containing 10.536 AC (Net Usable- Less R/W)

DESIGN ENGINEER



MONUMENT ENGINEERING GROUP ASSOCIATES, INC.
ENGINEERS - SURVEYORS - CONSULTANTS
LANDSCAPE ARCHITECTS - LAND PLANNERS
638 S GRAND AVE.,
POWERVILLE, MI 48846
ALLAN W. PRUSS, PE, PS
PHONE: 517-223-3512
FAX: 517-223-9887

SURVEYOR

ARPEE/DONNAN, INC.
LAND SURVEYING • ENGINEERING • MAPPING
32233 SCHOOLCRAFT RD., SUITE 103
LIVONIA, MICHIGAN 48150
PHONE (734) 953-3335 FAX (734) 953-3324

OWNER/DEVELOPER

MR. TOM SCHRODER
ORNERSTONE LAND, LLC
10752 WATERFALL CT.
SOUTH LYON, MI 48178
248-613-1752

PROPOSED:

AS-BUILT:



COVER

THOMASVILLE SITE CONDOMINIUM
PART OF THE NW 1/4 SEC. 19, T1N-R7E
CITY OF SOUTH LYON, OAKLAND COUNTY, MICHIGAN
CORNERSTONE LAND LLC
10752 WATERFALL COURT
SOUTH LYON, MICHIGAN 48178

JOB # : 14-137	DRAWN: DC CHK: AP
SCALE : 1"=2000'	
DATE : --	SHEET: 1

BENCHMARKS

(Per Aspee/Donnan, Inc., Job #314016, Dated: 8/26/14)

BM #1:
MAG NAIL IN W. FACE UTILITY POLE, S. SIDE 11 MILE, FIRST POLE WEST OF EAST PROPERTY LINE.
ELEV = 928.34 (NAVD 88)

BM #2:
NAIL IN SW. FACE UTILITY POLE, S. SIDE 11 MILE, THIRD POLE WEST OF EAST PROPERTY LINE.
ELEV = 922.67 (NAVD 88)

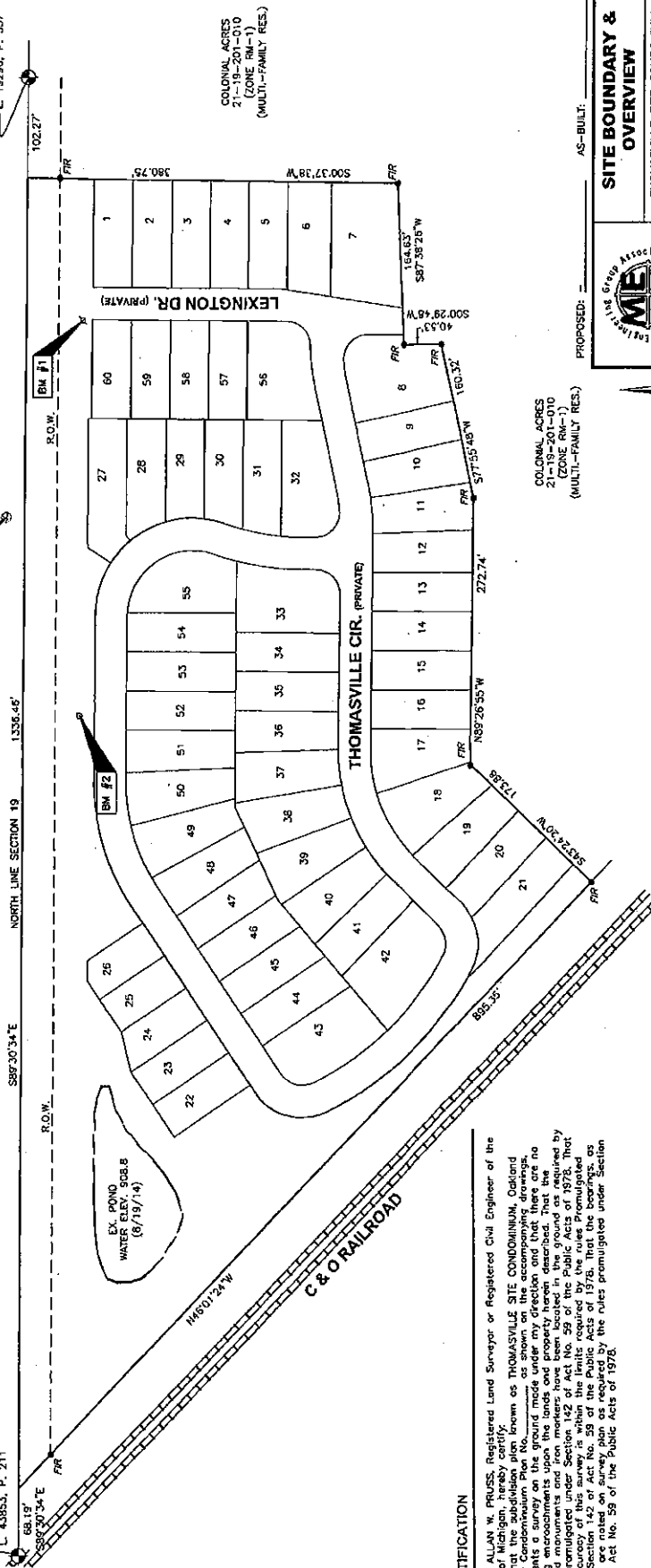
BM #3:
NAIL IN S. FACE 42" OAK, N. OF 11 MILE, W. OF DRIVEWAY FOR HOUSE #62250.
ELEV = 926.54 (NAVD 88)

NW COR.
SEC. 19
T1N-R7E
B-07
FOUND LCRC
L 43953, P. 211

ELEVEN MILE ROAD
(66 FT. WD. - PUBLIC)
NORTH LINE SECTION 19

LOCATION MAP NO SCALE

N. 1/4 COR.
SEC. 19
T1N-R7E
B-07
FOUND LCRC
L 19296, P. 537



CERTIFICATION

I, ALLAN W. PRUSS, Registered Land Surveyor or Registered Civil Engineer of the State of Michigan, hereby certify that the foregoing is a true and correct copy of the original as shown on the accompanying drawings, represents a survey on the ground made under my direction and that there are no existing encroachments upon the lands and property herein described. That the survey was made in accordance with the rules and regulations of the State of Michigan promulgated under Section 142 of Act No. 59 of the Public Acts of 1978, that the accuracy of this survey is within the limits required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978, that the bearings, as shown on the drawings, are correctly determined by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978.

Signature: _____
Registered Land Surveyor No. 44284
Monument Engineering Group & Associates Inc.
638 S. Grand River Ave., Fowlerville, MI

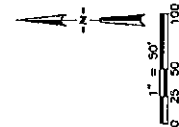
Date: _____
638 S. Grand River Ave., Fowlerville, MI

SITE BOUNDARY & OVERVIEW

THOMASVILLE SITE CONDOMINIUM
PART OF THE NW 1/4 SEC. 19, T1N-R7E
CITY OF SOUTH LYON, OKLAHOMA COUNTY, OKLAHOMA
CORNERTSTONE LAND LLC
10752 WATERSHALL COURT
SOUTH LYON, OKLAHOMA 73081
JOB # : 14-137 DRAWN BY: D.C. CHICK AP
SCALE : 1" = 50' SHEET : 2

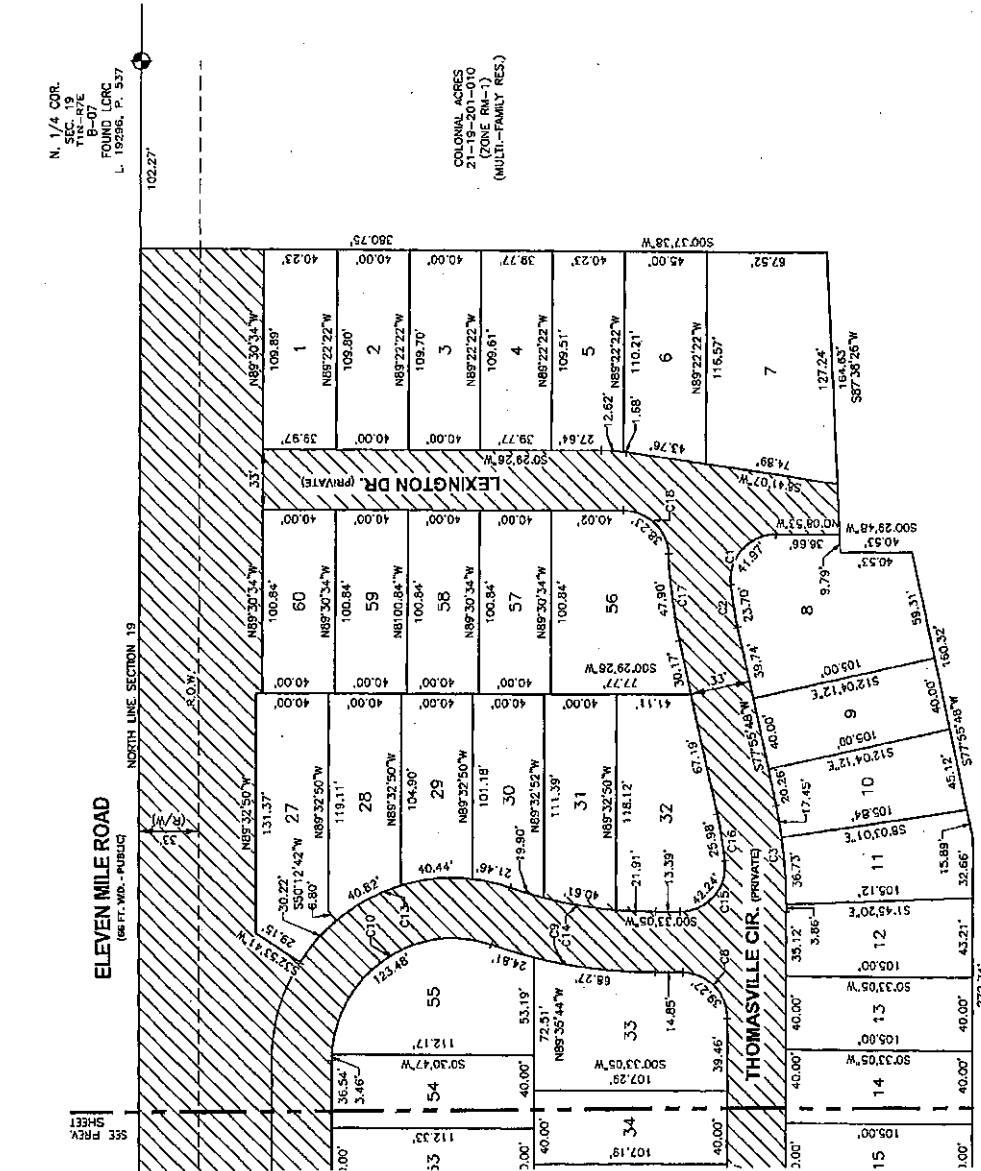


638 SOUTH GRAND AVE.
FOWLERVILLE
MICHIGAN 48836
(517) 347-2292
(FAX) 517-229-9927



COLONIAL ACRES
21-19-201-010
(ZONE RM-1)
(MULTI-FAMILY RES.)

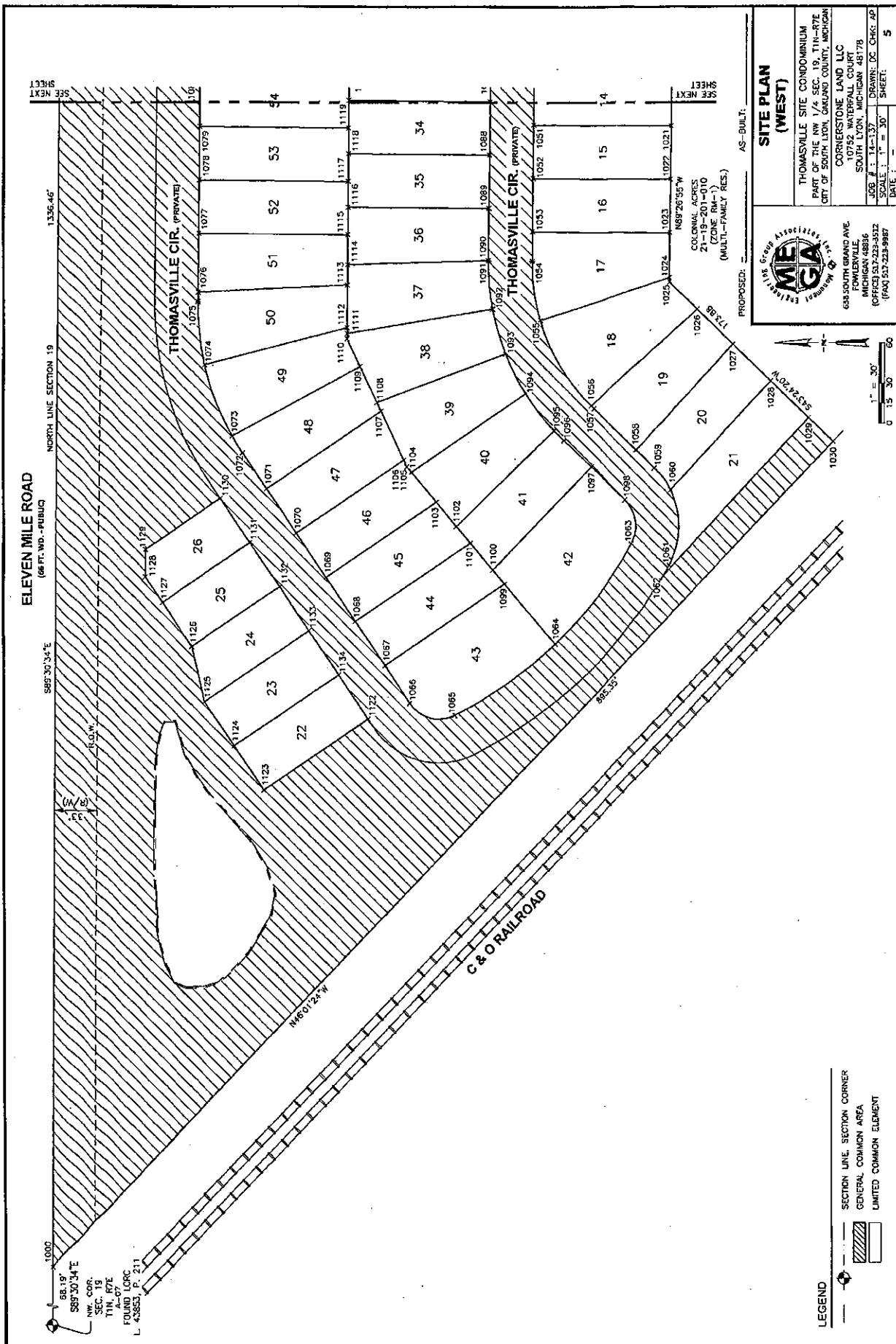
PROPOSED: AS-BUILT

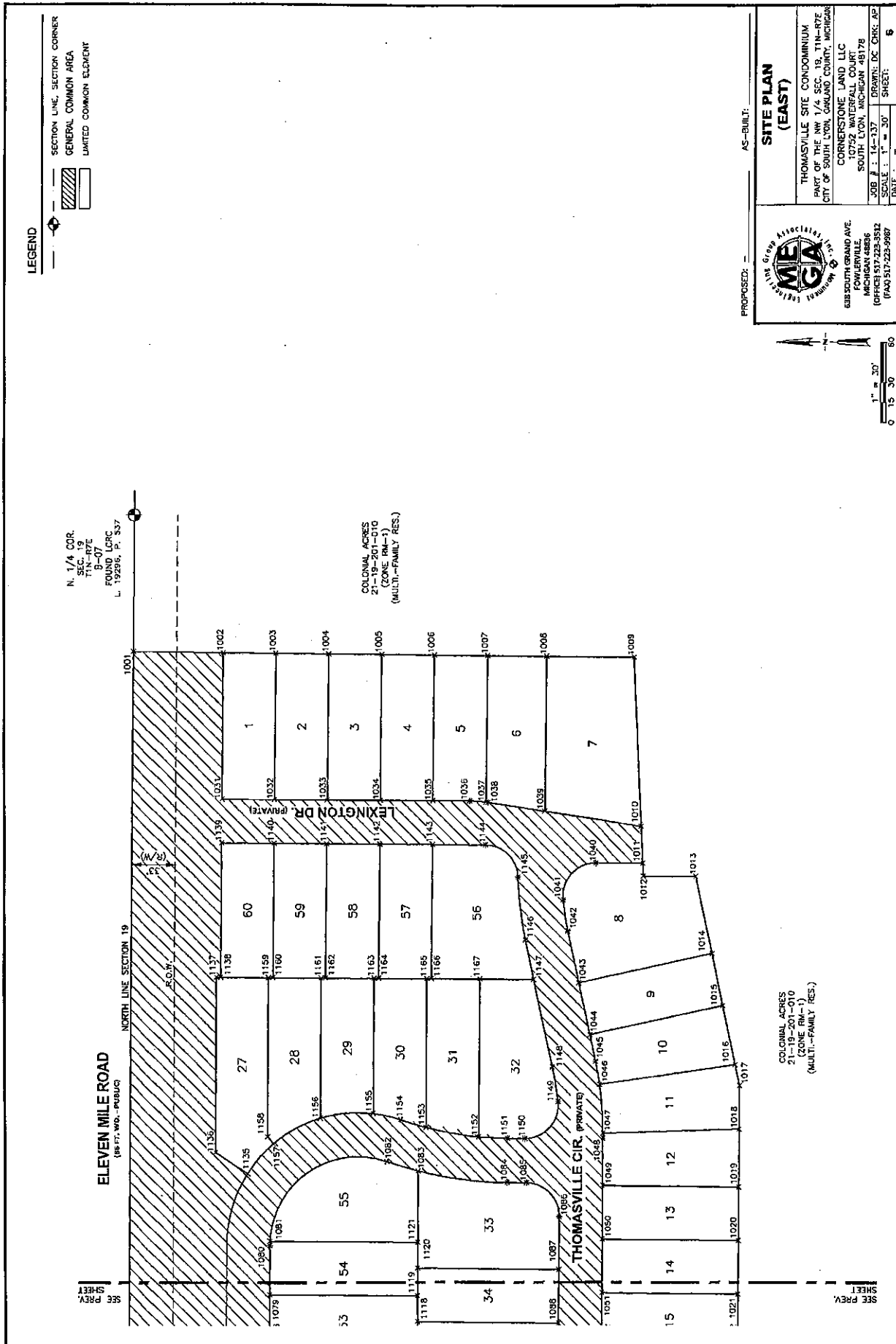


COLONIAL ACRES
21-19-201-010
(ZONE RM-1)
(MULTI-FAMILY RES.)

SEE PREV.
SHEET

FILED:\projects\2016\14-137 Documents 11 of 3 (yes)\obj\objdat 11-14-137_C1 1013-1_Sunny.dwg DATE:2/17/2015 4:01 PM

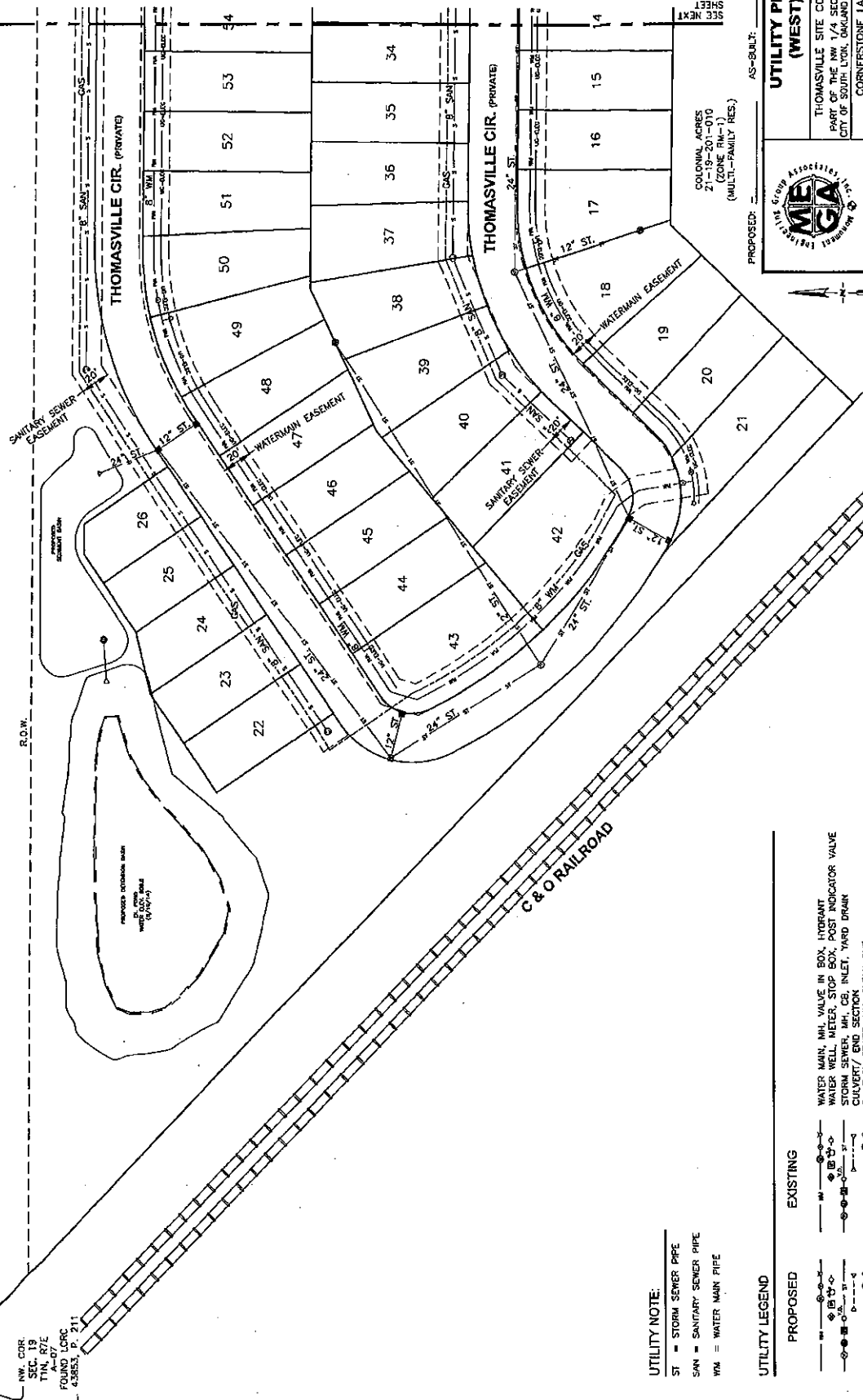




ELEVEN MILE ROAD (65 FT. WD. - PUGUO)

NORTH LINE SECTION 19

SEE NEXT SHEET



AW, CDR
ENCLOSURE
TIN, R7E
A-87
FOUND LORC
L 43853 P. 211

UTILITY NOTE:

ST = STORM SEWER PIPE
SAN = SANITARY SEWER PIPE
WM = WATER MAIN PIPE

UTILITY LEGEND

PROPOSED	EXISTING
ST	ST
SAN	SAN
WM	WM
UG GAS	UG GAS
UG ELEC	UG ELEC
UG FIBER	UG FIBER

WATER MAIN, MH, VALVE IN BOX, HYDRANT
WATER WELL, METER, STOP BOX, POST INDICATOR VALVE
STORM SEWER, MH, CE, INLET, YARD DRAIN
SANITARY SEWER, MH, CE, INLET, YARD DRAIN
UG GAS, MH, VALVE, LINE MARKER
UG ELEC (ELEC, CABLE, FIBER)
EASEMENTS

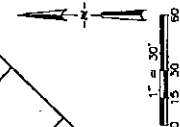
UTILITY PLAN (WEST)



THOMASVILLE SITE CONDOMINIUM
PART OF THE NW 1/4 SEC. 19, T1N-R7E
CITY OF SOUTH LYON, OAKLAND COUNTY, MICHIGAN
CORNERSTONE LAND, LLC
10752 WATERFALL COURT
SOUTH LYON, MICHIGAN 48178
JOB # 14-137 DRAWN DC CHK: AP
SCALE: 1" = 30' SHEET: 8

PROPOSED: AS-SUBJ:

COLONIAL ADRES
21-19-201-010
(MULTI-FAMILY RES.)

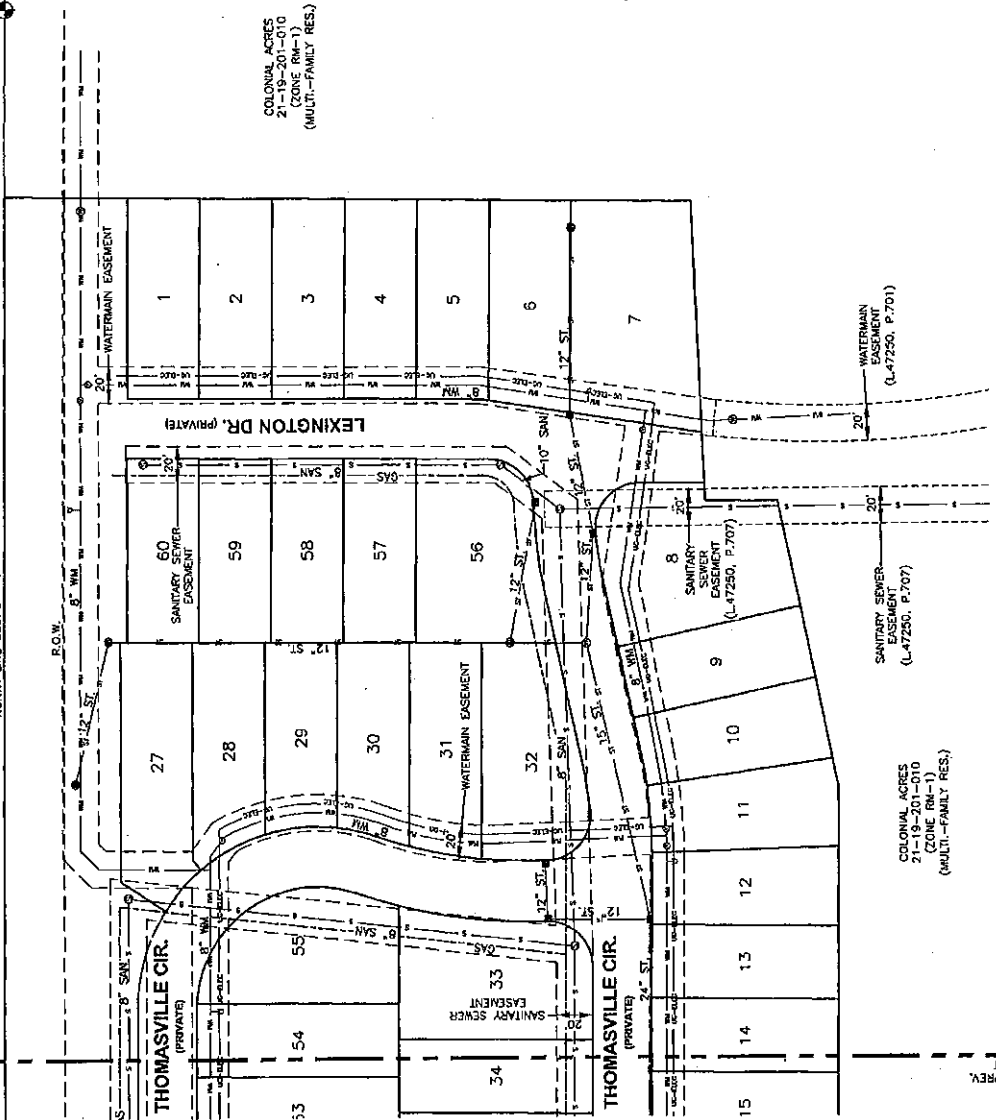


N. 1/4 COR.
SEC. 19
T1N-R7E
FOUNDER LSCC
L. 19236, P. 537

ELEVEN MILE ROAD
(84 FT. WID. - PUBLIC)

NORTH LINE SECTION 19

SEE PREV.
SHEET



COLONIAL ACRES
21-19-201-010
(ZONE RM-1)
(MULTI-FAMILY RES.)

COLONIAL ACRES
21-19-201-010
(ZONE RM-1)
(MULTI-FAMILY RES.)

SANITARY SEWER
EASEMENT
(L-47250, P.707)

WATERMAIN
EASEMENT
(L-47250, P.701)

UTILITY LEGEND

PROPOSED	EXISTING
ST - STORM SEWER PIPE	WATER MAIN, MH, VALVE IN BOX, HYDRANT
SAN - SANITARY SEWER PIPE	WATER WELL, METER, STOP BOX, POST INDICATOR VALVE
WM - WATER MAIN PIPE	STORM SEWER, MH, CR, INLET, YARD DRAIN
	CULVERT / UNDERPASS
	SEWER / CLEAN OUT
	UG GAS, MH VALVE, LINE MARKER
	UG ELEC (ELEC, CABLE, FIBER)
	EASEMENTS

UTILITY NOTE:

- ST = STORM SEWER PIPE
- SAN = SANITARY SEWER PIPE
- WM = WATER MAIN PIPE

PROPOSED: — AS-BUILT: —

UTILITY PLAN (EAST)

THOMASVILLE SITE CONDOMINIUM
PART OF THE NW 1/4 SEC. 19, T1N-R7E
CITY OF SOUTH LYON, OAKLAND COUNTY, MICHIGAN
CORNERSTONE LAND LLC
10752 WATERFALL COURT
SOUTH LYON, MICHIGAN 48178
JOB # : 14-137 DRAWN: DC CHR. AP
SCALE : 1" = 30' SHEET: 9