8104675 Page 1 of 32 LIBER 25585 PAGE 936 09/20/2018 02:30:52 PM Macomb County, MI SEAL Kathy Smith, Clerk/Register of Deeds Receipt # 59075

### THIRD AMENDMENT TO MASTER DEED OF LOTTIVUE RIVERSIDE WOODS CONDOMINIUM

Lottivue Riverside Woods Condominium Association, a Michigan nonprofit corporation, whose address is c/o Realty Mart Management, Inc., 97 Northbound Gratiot Avenue, Mt. Clemens, Michigan 48043, being responsible for administering the affairs of Lottivue Riverside Woods Condominium, a Condominium Project established pursuant to the Master Deed thereof, recorded on January 17, 2002 in Liber 11210, beginning on Page 59, and as amended by the First Amendment recorded on May 6, 2004 in Liber 15375, beginning on Page 130, and as amended by the Second Amendment recorded on September 26, 2005 in Liber 17168, beginning on Page 804, all in Macomb County Records, and known as Macomb County Condominium Subdivision Plan No. 734. DG Lottivue No. 1, LLC, a Michigan limited liability company, whose address is P.O. Box 1265, Birmingham, Michigan 48012 is the owner of adjoining land located on Manistee Drive and wishes to add that adjoining land to Lottivue Riverside Woods Condominium. The Association hereby amends the Master Deed of Lottivue Riverside Woods Condominium, pursuant to the authority received in Article XI thereof and the affirmative vote of the Co-owners of more than twothirds of all Units, for the purpose of enlarging the Condominium Project from 86 Units to 92 Units by the addition of land described in Paragraph 3 below and reallocating percentages of value set forth in Article V(B) and (C) of said Master Deed. Upon the recording of this Amendment in the office of the Macomb County Register of Deeds, said Master Deed, and Exhibits A and B thereto, shall be amended in the following manner:

1. Land is added to the Condominium by this Third Amendment so that the total legal description is now as follows:

Part of Lots 3 and 9 of "Supervisors Plat No. 14" part of Fractional Sections 22 and 23, and part of P.C. 342, T.3N., R.14E., Chesterfield Township, Macomb County, Michigan, as recorded in Liber 18 of Plats, Page 42, Macomb County Records, and being more particularly described as follows:

Commencing at the intersection of the centerline of Jefferson Avenue and the northeasterly line of P.C. 342, Thence N.55°19'56"W. along the northeasterly line of P.C. 342, also being the centerline of Hooker Road (49.5 feet wide) a distance of 1274.63 feet; thence S.50°21'24"W. 25.71 feet to a point on the southwesterly right-of-way line of said Hooker Road; Thence S.50°21'24"W. 728.27 feet to the point of beginning; Thence S.55°19'56"E. 600.00 feet; Thence S.50°21'24"W. 110.00 feet; Thence S.39°38'36"E. 121.00 feet to a non-tangent curve to the right; Thence along a non-tangent curve to the right having: a radius of 186.00 feet, an

Page 1 of 8

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arc length of 21.69 feet, a central angle of 06°40'53", a chord bearing of S.53°55'05"W. and a chord distance of 21.68 feet; Thence S.32°44'28"E. 28.00 feet; Thence S.39°38'36"E. 127.55 feet; Thence S.45°57'12"E. 122.55 feet; Thence S.50°21'24"W. 127.18 feet; Thence S.44°06'33"E. 193.28 feet to the northwesterly right-of-way line of said Jefferson Avenue; Thence S.50°21'24"W. along said northwesterly right-of-way 86.89 feet; Thence N.39°38'25"W. 37.51 feet to a curve to the right; Thence along a curve to the right having: a radius of 160.00 feet, an arc length of 66.97 feet, a central angle of 23°58'54", a chord bearing of N.27°39'09"W. and a chord distance of 66.48 feet to a reverse curve; Thence along a curve to the left having: a radius of 90.00 feet, an arc length of 44.69 feet, a central angle of 28°26'51", a chord bearing of N.29°53'08"W. and a chord distance of 44.23 feet; Thence N.44°06'33"W. 116.81 feet; Thence S.45°53'27"W. 111.00 feet; Thence N.44°06'33"W. 143.32 feet; Thence N.26°27'32"W. 406.01 feet; Thence N.55°19'56"W. 112.79 feet; Thence N.77°43'37"W. 66.64 feet; Thence S.87°47'52"W. 119.26 feet; Thence S.73°01'01"W. 18.08 feet; Thence S.72°22'50"W. 103.27 feet to the northeast corner of Lot 3 of said "Supervisor's Plat No. 14" also being a point on the westerly line of said Lot 9; Thence N.54°40'57"W, along a line common to "Waterview Condominiums", Macomb County Condominium, recorded in Liber 8796 Page 667, fourth amendment, (Macomb County Records), and said Lot 9 a distance of 756.98 feet; Thence N.11°02'09"W. 221.66 feet; Thence N.43°39'11"W. 323.24 feet; Thence N.77°54'36"W. 290.48 feet; Thence N.54°12'41"W. 305.85 feet; Thence N.23°39'42"W. 244.50 feet; Thence along the bank of the Salt River the following (4) four courses; S.67°20'45"E. 132.23 feet; N.88°13'55"E. 99.05 feet; N.64°33'59"E. 123.56 feet; N.47°33'04"E. 80.83 feet; Thence leaving the bank of the Salt River S.20°39'48"E. 285.85 feet; Thence S.69°25'54"E. 150.64 feet; Thence N.60°54'47"E. 102.93 feet; Thence N.43°03'44"E. 403.98 feet: Thence N.25°28'04"E. 302.82 feet: Thence S.55°19'56"E. 31.32 feet to a point on the westerly line of said Hooker Road; Thence along the westerly line of said Hooker Road, the following two (2) courses, S.00°08'36"E. 30.15 feet and S.55°19'56"E. 379.82 feet; Thence S.34°40'04"W. 135.86 feet; Thence S.45°21'03"W. 35.50 feet; Thence S.41°26'15"W. 62.05 feet; Thence S.18°26'26"W. 50.74 feet; Thence S.04°34'26"W. 34.07 feet; Thence S.17°57'34"E. 20.42 feet; S.73°40'25"W. 117.32 feet to a non-tangent curve to the right; Thence along a non-tangent curve to the right having: a radius of 251.00 feet, an arc length of 33.84 feet, a central angle of 7°43'28", a chord bearing of N.12°05'25"W. and a chord distance of 33.81 feet; Thence S.81°46'19"W. 28.00 feet to a non-tangent curve to the left; Thence along a non-tangent curve to the left having: a radius of 20.00 feet, an arc length of 32.77 feet, a central angle of 93°53'19", a chord bearing of N.55°10'20"W. and a chord distance of 29.23 feet; Thence continuing along a curve to the left having: a radius of 186.00 feet, an arc length of 115.76 feet, a central angle of 35°39'31", a chord bearing of S.60°03'15"W. and a chord distance of 113.90 feet; Thence S.43°03'44"W. 31.58 feet to a curve to the left; Thence along a curve to the left having: a radius of 5.00 feet, an arc length of 7.85 feet, a central angle of 90°00'00", a chord bearing of S.01°56'16"E. and a chord

distance of 7.07 feet; Thence S.46°56'16"E. 15.00 feet; Thence S.43°03'44"W. 13.52 feet to a curve to the left; Thence along a curve to the left having: a radius of 166.00 feet, an arc length of 66.48 feet, a central angle of 22°56'45", a chord bearing of S.31°35'21"W. and a chord distance of 66.04 feet; Thence N.69°53'01"W. 14.93 feet to a compound curve to the left; Thence along a curve to the left having: a radius of 5.00 feet, an arc length of 7.99 feet, a central angle of 91°34'59", a chord bearing of S.64°19'29"W. and a chord distance of 7.17 feet to a reverse curve; Thence along a curve to the left having: a radius of 186.00 feet, an arc length of 24.05 feet, a central angle of 07°24'33", a chord bearing of S.14°49'44"W. and a chord distance of 24.04 feet; Thence N.86°31'48"E. 80.69 feet; Thence S.54°52'55"E. 49.15 feet; Thence S.09°52'21"E. 45.30 feet; Thence S.40°49'38"E 134.42 feet; Thence S.20°06'42"E. 103.42 feet; N.78°57'55"E. 116.49 feet; Thence S.63°32'03"E. 109.34 feet; Thence S.27°16'46"E. 110.49 feet; Thence S.09°11'45"W. 108.46 feet; Thence S.45°40'15"W. 101.17 feet; Thence S.54°40'57"E. 138.19 feet; Thence S.62°09'06"E. 79.71 feet; Thence S.08°07'57"W. 118.37 feet to non-tangent curve to the left; Thence along a curve to the left having: a radius of 236.00 feet, an arc length of 42.57 feet, a central angle of 10°20'05", a chord bearing of S.87°02'06"E. and a chord distance of 42.51 feet; Thence N.87°47'52"E. 138.45 feet; Thence N.02°16'05"W. 42.88 feet; Thence N.03°23'06"E. 58.49 feet; Thence N.29°20'23"E. 50.43 feet; Thence N.55°36'57"E. 50.54 feet to the point of

Containing 26.77 acres more or less.

- 2. The first paragraph of Article VI(A) of the Master Deed of Lottivue Riverside Woods Condominium, as set forth below, shall replace and supersede the first paragraph of Article VI(A) of the Master Deed, and the originally recorded and subsequently amended first paragraph of Article VI(A) shall be of no further force or effect.
  - A. The Condominium Project established pursuant to the initial Master Deed of Lottivue Riverside Woods Condominium consisted of 20 Units intended to be the first phase of an expandable Project to contain in its entirety not more than 92 residential Units. Additional Units, if any, will be constructed upon all or some portion of the following described land:

Part of Lots 3 and 9 of "Supervisors Plat No. 14" part of Fractional Sections 22 and 23, and part of P.C. 342, T.3N., R.14E., Chesterfield Township, Macomb County, Michigan, as recorded in Liber 18 of Plats, Page 42, Macomb County Records, and being more particularly described as follows:

Commencing at the intersection of the centerline of Jefferson Avenue and the northeasterly line of P.C. 342, Thence N.55°19'56"W. along the northeasterly line of P.C. 342, also being the centerline of Hooker Road (49.5 feet wide) a distance of 1274.63 feet; thence S.50°21'24"W. 25.71 feet to a point on the southwesterly right-of-way line of said Hooker Road; Thence S.50°21'24"W. 728.27 feet to the point of beginning; Thence S.55°19'56"E. 600.00 feet; Thence S.50°21'24"W. 110.00 feet; Thence S.39°38'36"E. 121.00 feet to a non-tangent curve to the right;

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Containing 26.77 acres more or less.

3. Article VI(B) of the Master Deed of Lottivue Riverside Woods Condominium, shall have added to it the following paragraph.

The owner of the six (6) additional Units being added to the Condominium Project by this Third Amendment shall have six (6) years from the date of recording of this Third Amendment to construct residences on that added property pursuant to the provisions of MCL 559.167.

- 4. Amended Article V(C) of the Master Deed of Lottivue Riverside Woods Condominium, as set forth below, shall replace and supersede Article V (C) of the Master Deed, and the originally recorded and subsequently amended Article shall be of no further force or effect.
  - C. Set forth below are:
    - 1. Each Unit number as it appears on the Condominium Subdivision Plan.
    - 2. The percentage of value assigned to each Unit.

UNIT	PERCENTAGE OF	I INIPP	
NUMBER	VALUE ASSIGNED	UNIT <u>NUMBER</u>	PERCENTAGE OF
1	1.063	<u>NUMBER</u> 47	VALUE ASSIGNED
2	1.080	48	1.080 1.109
3	1.063	49	1.109
4	1.080	50	1.080
5	1.063	51	1.109
6	1.080	52	1.080
7	1.063	53	1.109
8	1.080	54	1.080
9	1.063	55	1.109
10	1.080	56	1.080
11	1.063	57	1.109
12	1.080	58	1.080
13	1.063	59	1.080
14	1.080	60	1.109
15	1.063	61	1.080
16	1.080	62	1.109
17	1.063	63	1.080
18	1.080	64	1.109
19	1.063	65	1.109
20	1.080	66	1.080
21	1.063	67	1.109
22	1.080	68	
23	1.063	69	1.080
23 24	1.080	70	1.080
2 <del>4</del> 25	1.063		1.109
25 26	1.080	71 72	1.109
20 27	1.063	73	1.080
28	1.080		1.080
28 29		74 75	1.109
30	1.063 1.080	75 76	1.080
30 31	1.080	76 77	1.109 1.080
32	1.109	77 78	
32 33	1.080	78 79	1.109
33 34			1.080
34 35	1.109	80	1.109
35 36	1.109	81	1.080
	1.080	82	1.109
37	1.080	83	1.080
38	1.109	84	1.109
39	1.109	85 86	1.080
40	1.080	86	1.109
41	1.080	87	1.080
42	1.109	88	1.109
43	1.109	89	1.080
44	1.080	90	1.109
45	1.080	91 02	1.080
46	1.109	92	1.109

Page 6 of 8

- 5. The amended sheets 1, 2, 3, 5, 6, 7, 9, 11, 13, 15, 17, 19, 23 and 25 of the Condominium Subdivision Plan of Lottivue Riverside Woods Condominium, as attached hereto, shall replace those pages that were originally recorded and subsequently amended, and those originally recorded or subsequently amended sheets shall be of no further force or effect. The legal description of the Condominium Premises contained on said amended sheet 1 shall replace and supersede the description of said Premises contained in Article II of the originally recorded Master Deed.
- 6. As part of the agreement to add the land described above to Lottivue Riverside Woods Condominium, the owner of the additional land and the Association have agreed that the Lottivue Riverside Woods Condominium Association will install a permanent gate separating Lottivue Riverside Woods Condominium from Lottivue Riverside Meadows Condominium. That permanent gate shall remain in place unless removal is agreed to be all parties. The cost of maintenance, repair and replacement of that permanent gate will be the responsibility of Lottivue Riverside Woods Condominium Association.

In all respects, other than as hereinabove indicated, the Master Deed of Lottivue Riverside Woods Condominium as heretofore amended, including the By-Laws and Condominium Subdivision Plan, respectively attached thereto as Exhibits A and B, recorded as aforesaid, is hereby ratified, confirmed, and re-declared.

**Lottivue Riverside Woods** Condominium Association. Michigan nonprofit corporation Dated: 9/4/18 President STATE OF MICHIGAN COUNTY OF MUCLY On this 4 day of September , 2018 the foregoing Second Amendment to the Master Deed was acknowledged before me by Robert deCaussin, President of and on behalf of Lottivue Riverside Woods Condominium Association. Notary Public County, Michigan My commission expires: TAMARA A HENDEL Notary Public - Michigan

Page 7 of 8

Macomb County
My Commission Expires Van 27, 2021
Acting in the County of

The undersigned hereby consents to the terms and conditions set forth in the above Second Amendment to the Master Deed of Lottivue Riverside Woods Condominium.

Dated: 9 18 18

DG Lottiyve No. 1, LLC, a Michigan limited liability company

By:

Anthony Fanelli

Its: Authorized Representative

STATE OF MICHIGAN

COUNTY OF Macomb

On this 18<sup>th</sup> day of \_\_\_\_\_\_\_, 2018 the foregoing Second Amendment to the Master Deed was acknowledged before me by Anthony Fanelli, Authorized Representative of and on behalf of DG Lottivue No.1, LLC, a Michigan limited liability company.

DAVID A. GCLDBERG

Notary Public, State of Michigan
County of Oxidend

My Commission Expirer Reb. 01, 2023

Acting in the County of 1446 (c. 1845)

Day & A. Goldbary, Notary Public
County, Michigan
Acting in Maron County
My commission expires: 02-01-2023

Drafted By and Return To: James P. Babcock, Attorney at Law 21610 Eleven Mile Road, Suite One St. Clair Shores, Michigan 48081 (586) 445-1660

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EXHIBIT "B" TO THE AMENDED MASTER DEED OF SUBDIVISION PLAN NO. 734 MACOMB COUNTY CONDOMINIUM **REPLAT No. 3** 

# LOTTIVUE RIVERSIDE WOODS CONDOMINIUM CHESTERFIELD TOWNSHIP, MACOMB COUNTY, MICHIGAN NOTE: THE ASTERISK (#), AS SHOWN IN THE SHEET INDEX, INDICATES NEW OR AMENDED DRAWINGS WHICH ARE REVISED, DATED JUNE 21, 2018. THESE DRAWINGS ARE TO REPLACE OR BE SUPPLEMENTAL TO THOSE PREVIOUSLY RECORDED.

PROPERTY DESCRIPTION Port of tots 3 and 9 of "Supervisions Port No. 14" part of Fractional Sections 22 and 23, and port of P.C. 342, 1,3kc, 11,14C, Chasterinete Numbris, Nacumb County, Michigan, as recorded in Liber 18 of Plats, Page 42, Nacumb County victoria, and being more politicalismy described as failures:

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CHECK BY: WOODS REPLAT 3

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PROJECT CONTROL ENGINEERING, INC.
PROJECT SON 187
PROJECT TRESILE ROAD
ALGONAC 14, 4801
PHONEIDAN, 1911 FAX 1810 F4,3331
WWWW.PSELING.COM

CHANNED TO

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ning 20.77 ocres more or less.

PROJECT CONTROL ENGINEERING, INC. P.O. BOX 307, 2420 PTE. TREMBLE ROAD ALGONAC, MICHIGAN 48001 ENGINEER/SURVEYOR:

DEVELOPER: LOTTIE M. SCHMIDT, INC. 48400 JEFFERSON AVENUE NEW BALTIMORE, MICHIGAN 48047

соттом яр. LOCATION MAP JEFFERSON SALT RIVER

SHEET INDEX:

COVER SHEET
(OMITED)
SURVEY COMPOSITE PLAN AND
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PROPOSED JUNE 21, 2010

LOTTIE M. SCHMIDT, INC.

48400 JEFFERSON AVENUE NEW BALTIMORE, MICHIGAN 48047 PHONE (586) 949-1490

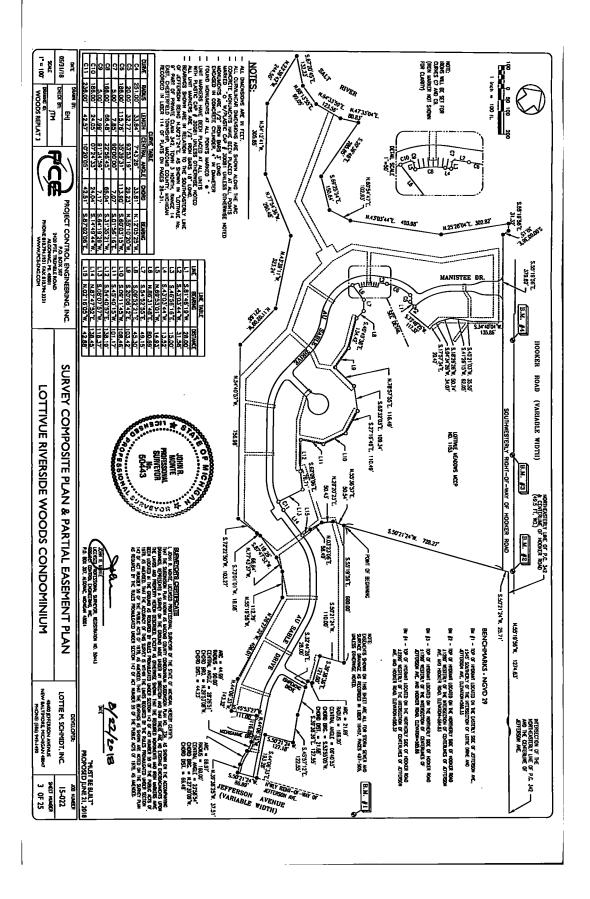
LOTTIVUE RIVERSIDE WOODS CONDOMINIUM

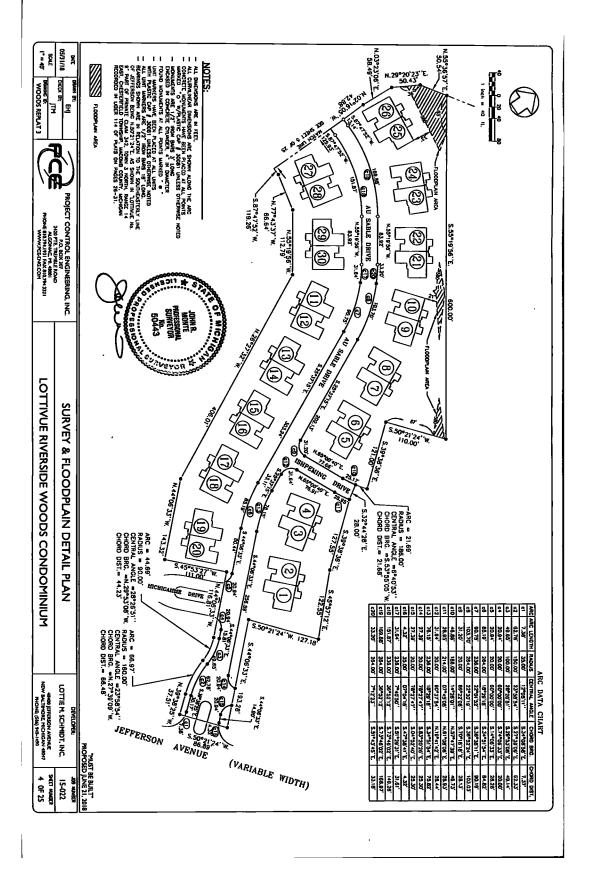
**COVER SHEET** 

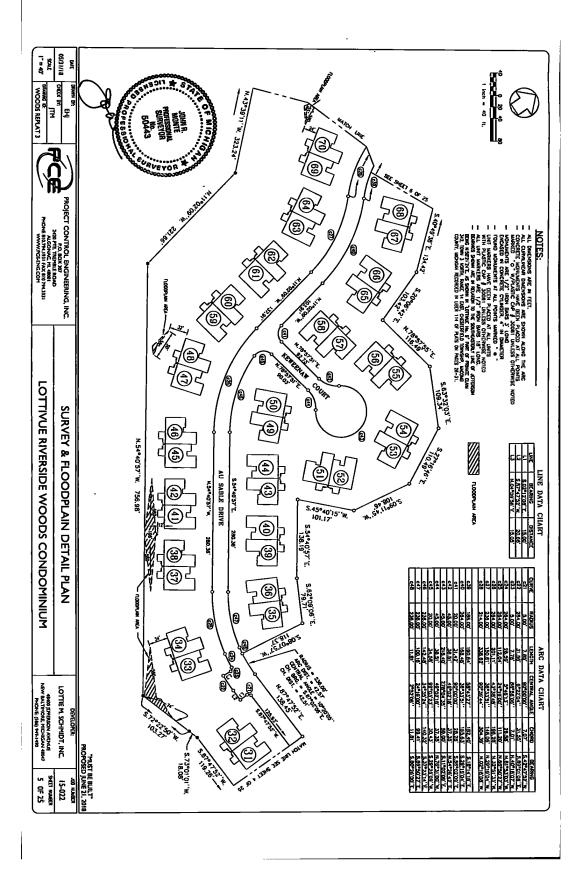
OF 25

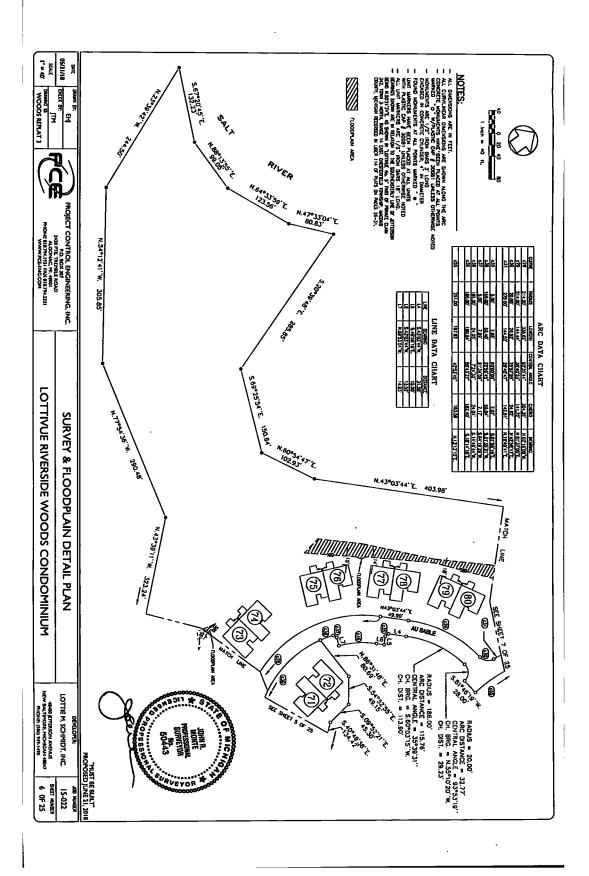
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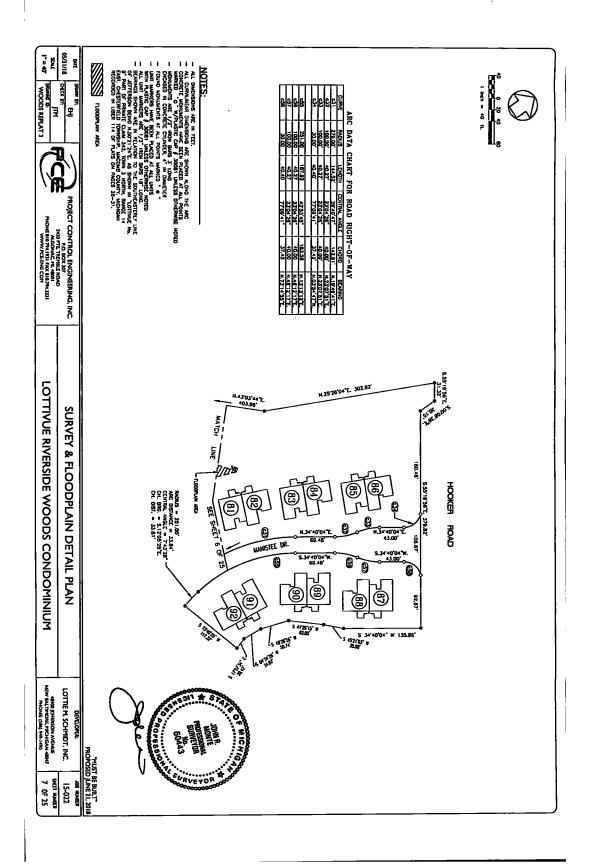
DEVELOPER

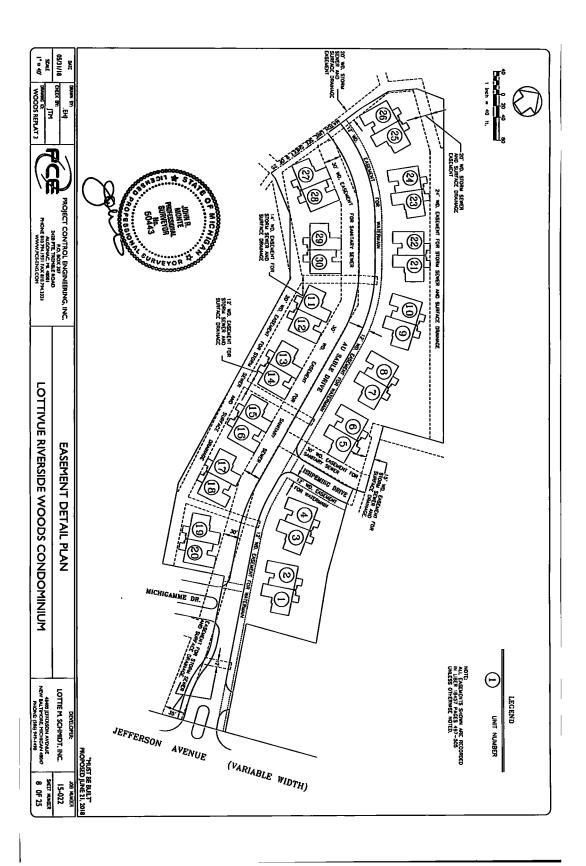


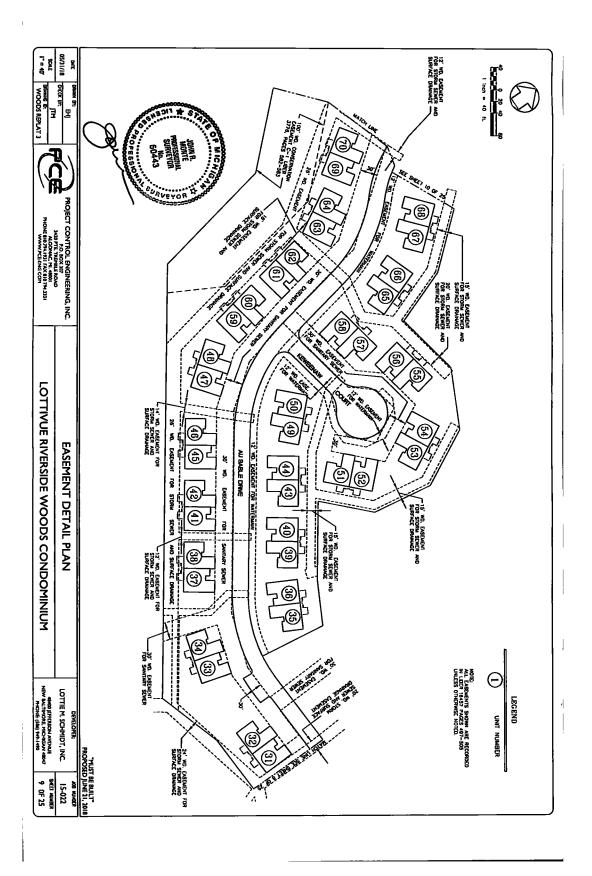


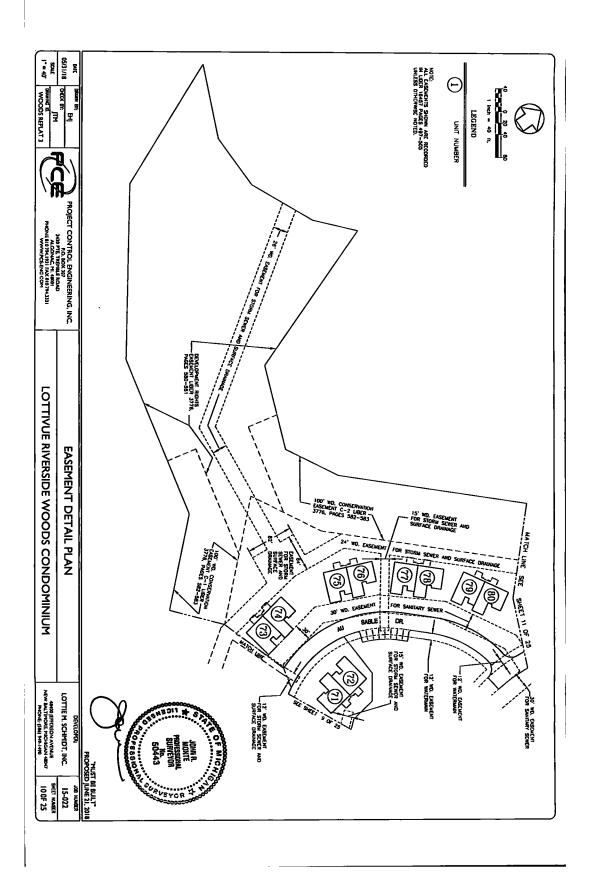


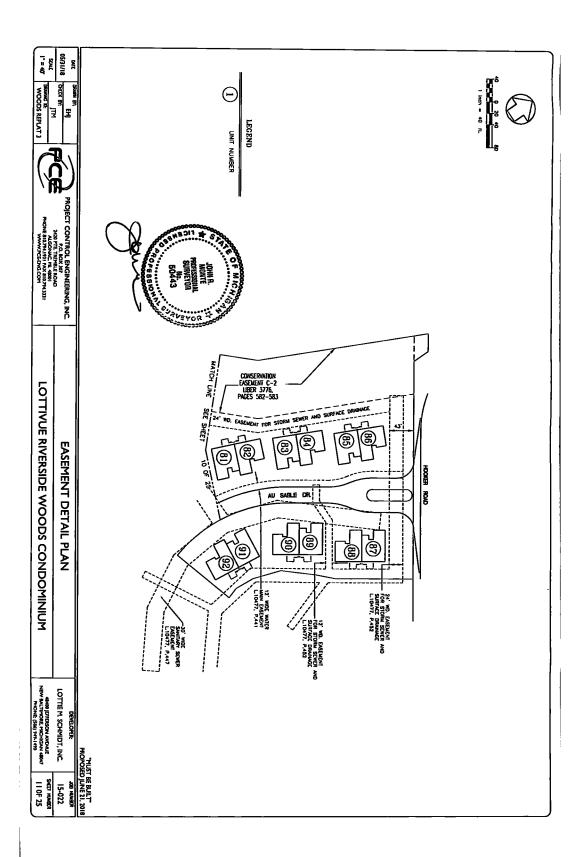


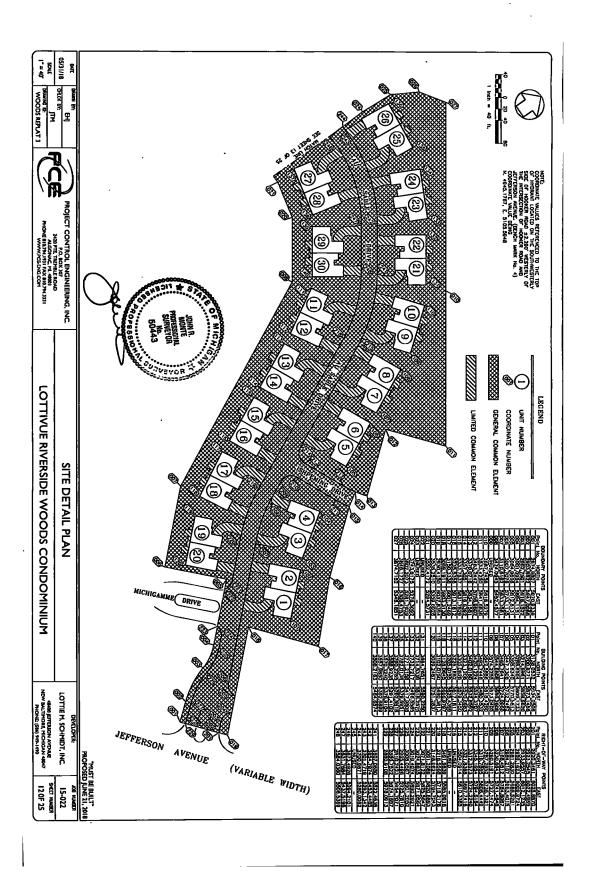


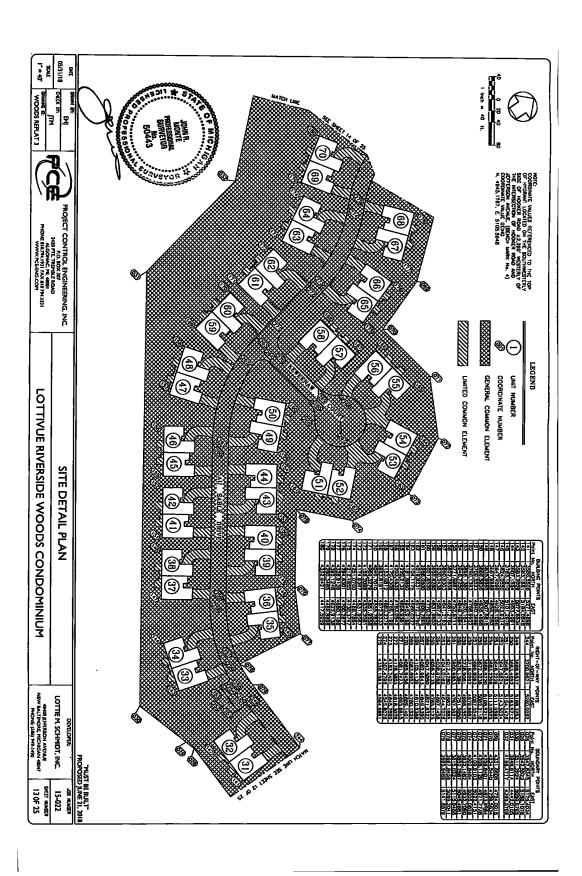


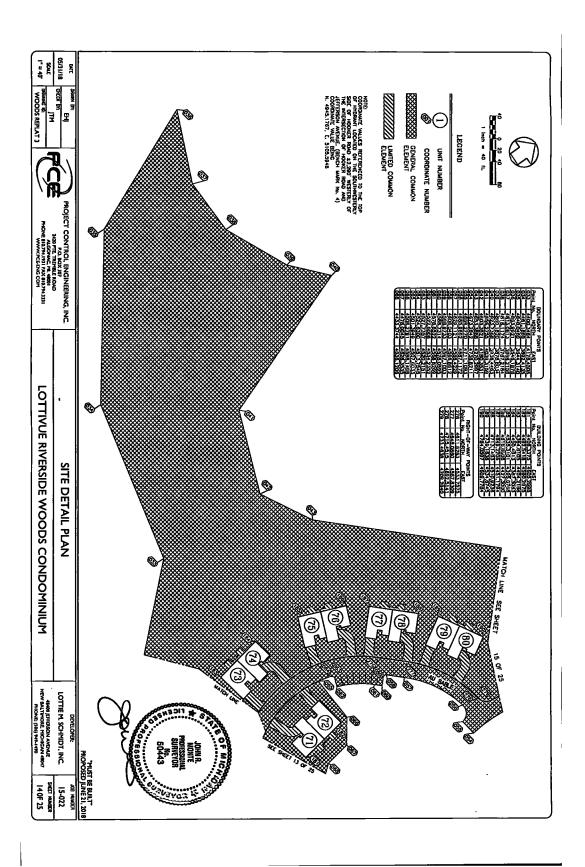


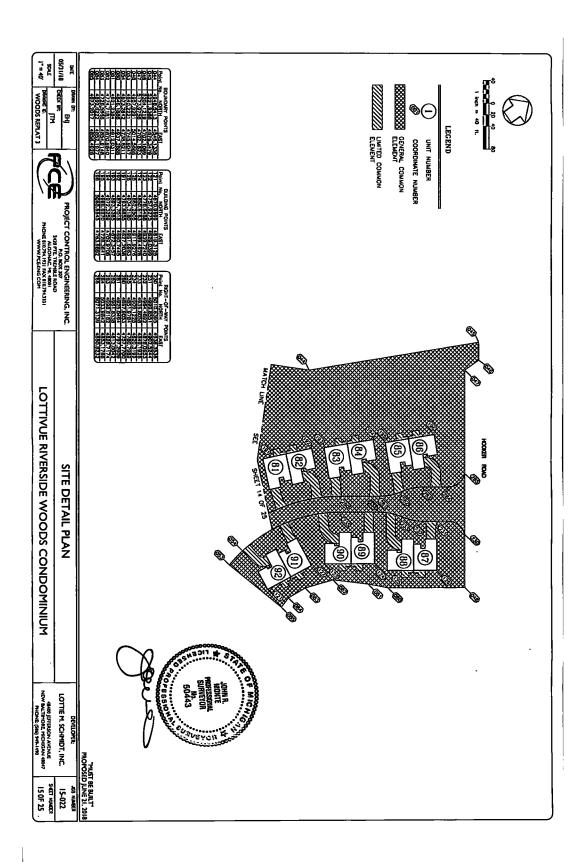


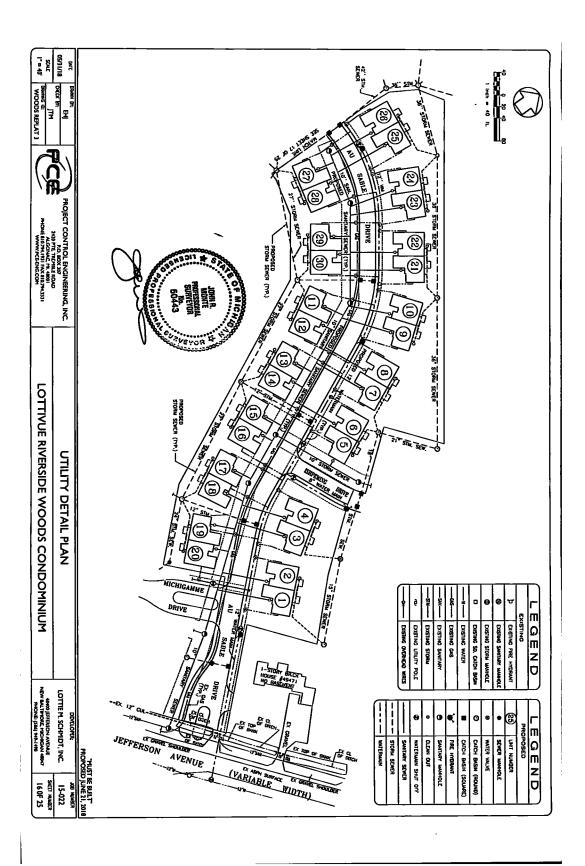


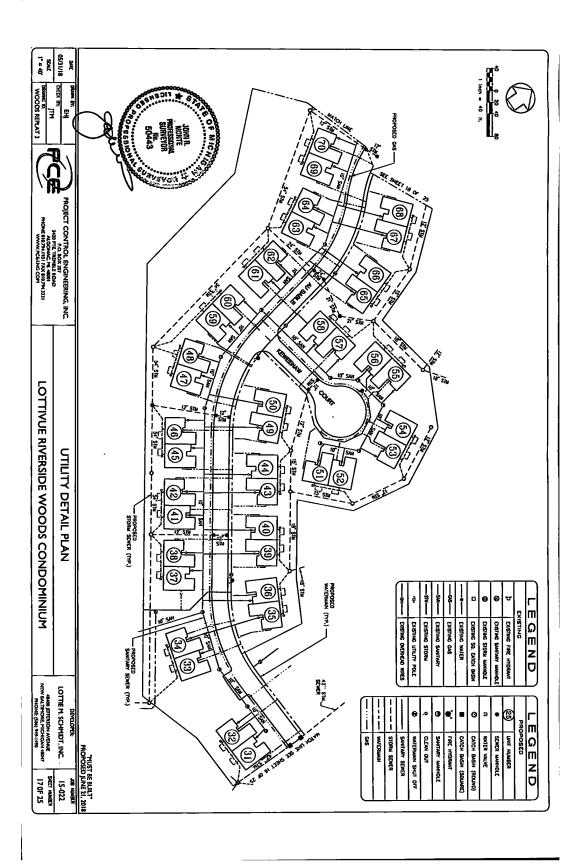


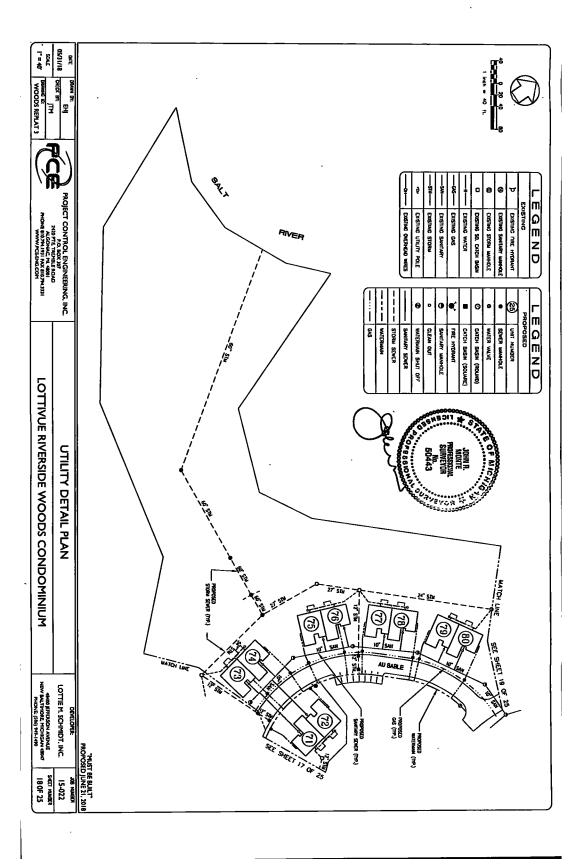


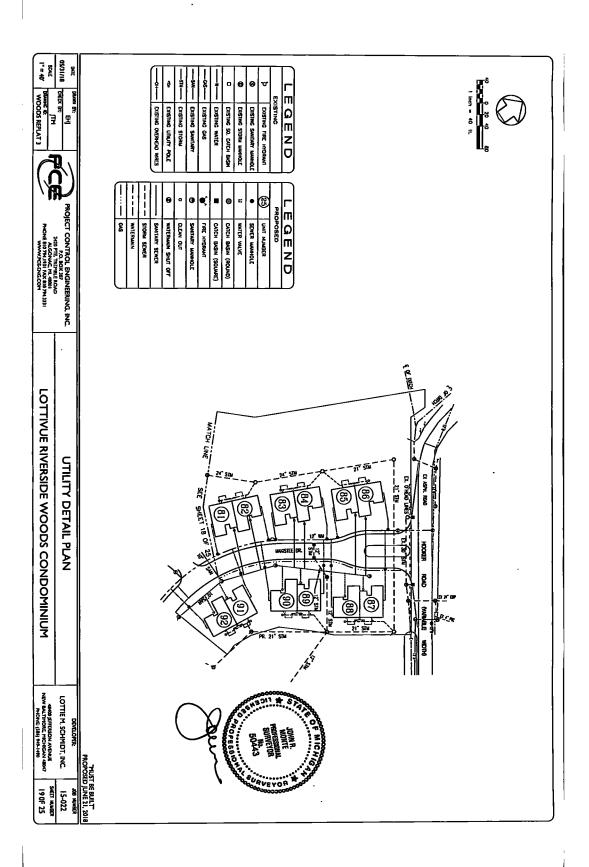


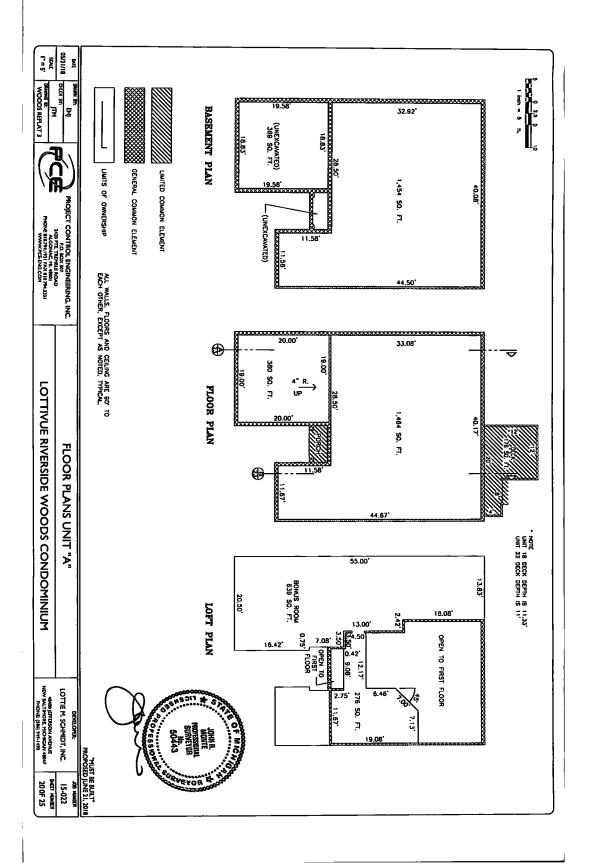


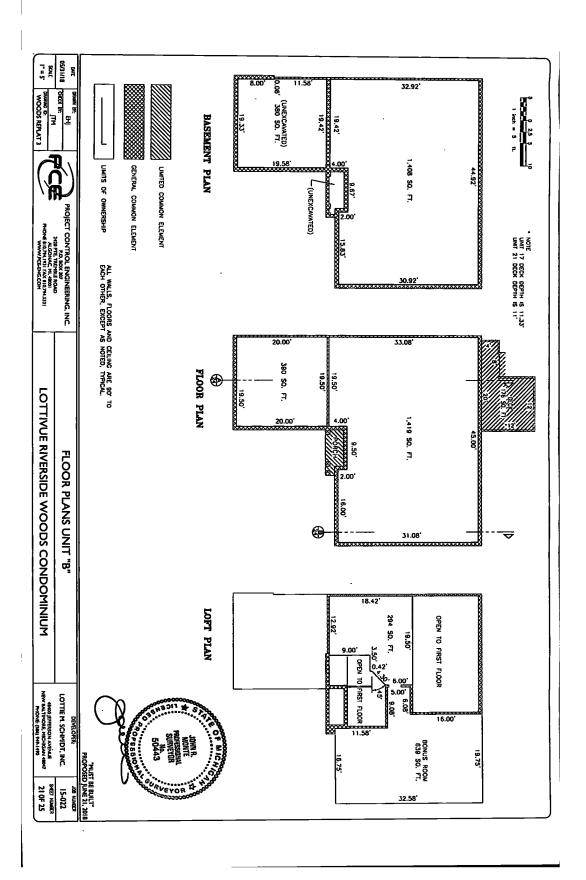


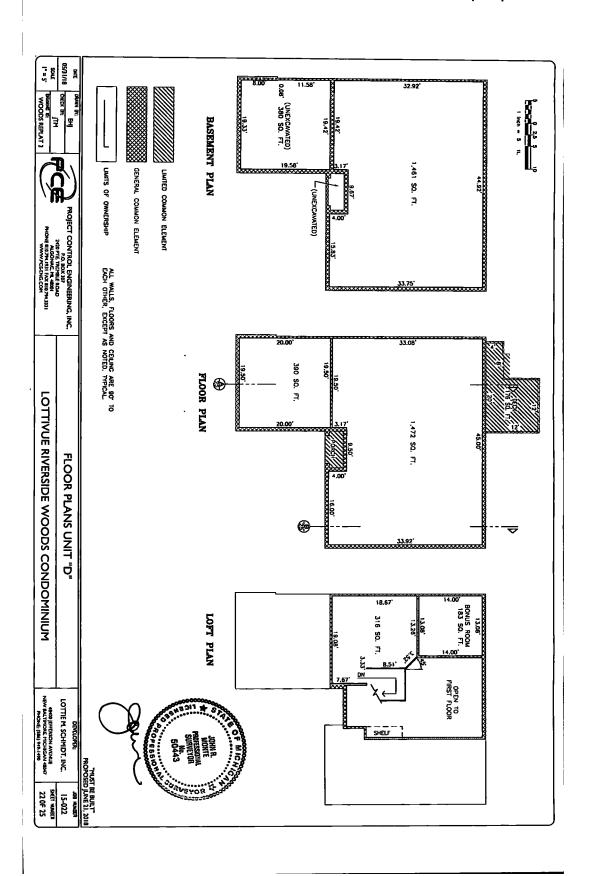


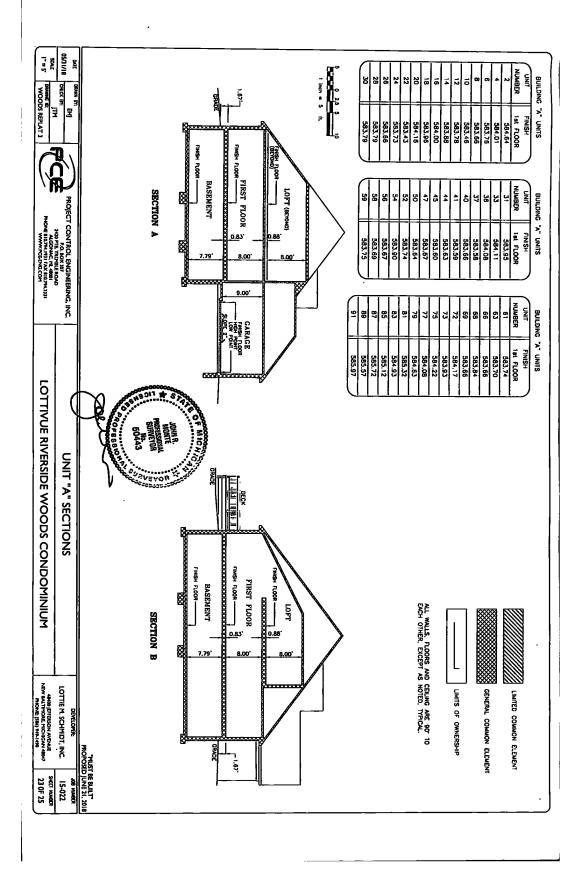


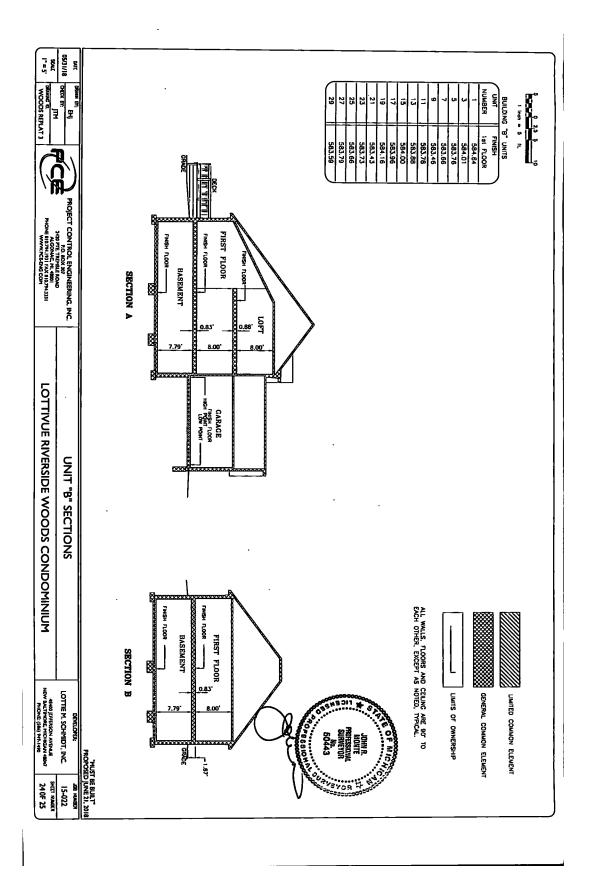


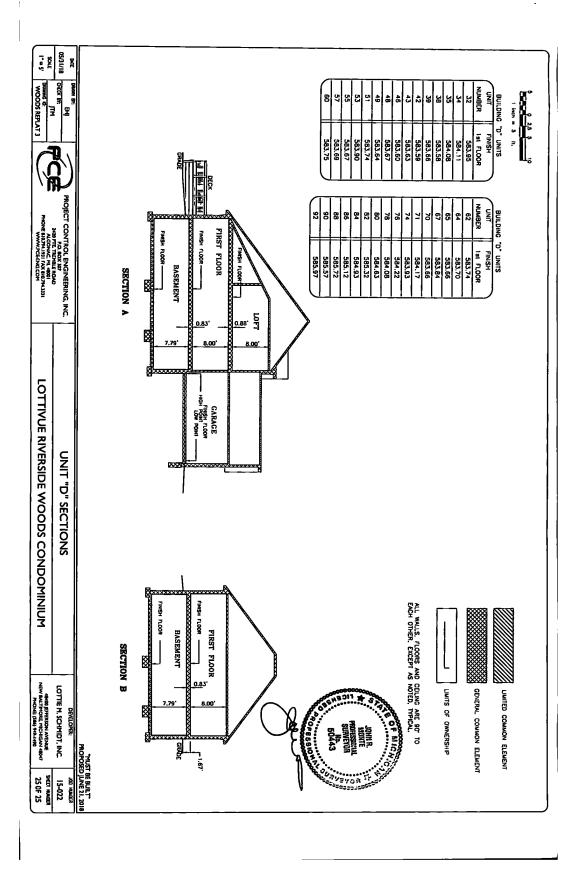












# SUBDIVISION PLAN NO. 734 EXHIBIT "B" TO THE AMENDED MASTER DEED OF REPLAT No. 3 MACOMB COUNTY CONDOMINIUM

THE ASTERISK (\*), AS SHOWN IN THE SHEET INDEX, INDICATES NEW OR AMENDED DRAWINGS WHICH ARE REVISED, DATED JUNE 21, 2018. THESE DRAWINGS ARE TO REPLACE OR BE SUPPLEMENTAL TO THOSE

PREVIOUSLY RECORDED.

LOTTIVUE RIVERSIDE WOODS CONDOMINIUM CHESTERFIELD TOWNSHIP, MACOMB COUNTY, MICHIGAN

# PROPERTY DESCRIPTION

Part of lots 3 and 9 at "Supervisors Plat No. 14" part of Fractional Sections 22 and 33, and part of P.C. 342, T.3Nr, R.14C., Chescufried Township, Macamb County records, and being more particularly described as follows:

Commencing at the intersection of the contentine of Jediesson Netwer and No. architecturing in the intersection of the ASI and should be contentine of Jediesson Netwer (1831). There is a point on the Substitution of This ASI and ASI (1841) and ASI (1841) and ASI (1841) and ASI (1841). The ASI (1841) are contenting of the ASI (1841) and ASI (1841) are contenting of the ASI (1841) and ASI (1841) are contenting of the ASI (1841) and ASI (1841) are contenting of the ASI (1841) and ASI (1841) are contenting of the ASI (1841) and ASI (1841) are contenting of the ASI (1841) and ASI (1841) are contenting of the ASI (1841) and ASI (1841) are contenting of the ASI (1841) and ASI (1841) are contenting of the ASI (1841) and ASI (1841) are contenting of the ASI (1841) and ASI (1841) are contenting of the ASI (1841) and ASI (1841) are contenting of the ASI (1841) and ASI (1841) are contenting of the ASI (1841) and ASI (1841) are contenting of ASI (1841) are contenting of ASI (1841) and ASI (1841) are contenting of ASI (1841) and ASI

aining 26.77 acres more or less.

SIMBAT DIN PER TOLORNO.

STORM MORPE ESCANSIS RECORDED IN LEERS 10577 PAGE 427 AND LEERS 16457 PAGE 497.

SAMIRAY SAWA EASTALLEY RECORDED IN LEER 10477 PAGE 447.

WITER MANN ESCANSIS IN CORDEDED IN LIER 21477 PAGE 447.

DEE LOCACION RICCONDO IN LIER 21470 PAGE 549.

DEEL MORE MORROR GENERAL CONTROL IN LIER 21776, PAGES 569.

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DIVERTIMANTO LESCANSIS CONTROL SECONDO IN LIER 21776.

DIVERTIMANTO SECONDO IN LIER 21776.

DIVERTIMANT

SUBJECT TO ANY AND ALL EASEMENTS AND RIGHTS-OF WAY OF RECORD OR OTHERWISE

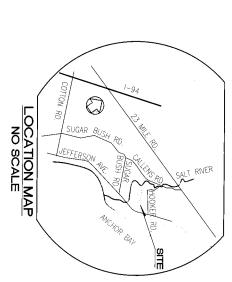
05/31/18 | CHECK BY:

DRAWN BY

WOODS REPLAT 3

ΣĒ 卫

PROJECT CONTROL ENGINEERING, INC.
P.O. BOX 307
2430 PTE. TREFIBE ROAD
ALGONAC, MI. 48001
PHONE 810.794.1931 FAX 810.794.3331
WWWMPCE-BAGC.COM



ENGINEER/SURVEYOR:

PROJECT CONTROL ENGINEERING, INC. P.O. BOX 307, 2420 PTE. TREMBLE ROAD ALGONAC, MICHIGAN 48001

## DEVELOPER:

LOTTIE M. SCHMIDT, INC. 48400 JEFFERSON AVENUE NEW BALTIMORE, MICHIGAN 48047



JÜMALÜ PARKIN SIMMOKON "AM S. NOT BELDED TO COMANI JÜMALÜ PARKE" (JÜMAN PARKE PARKE PER TILL APPROPRIET LÜTÜNALÜ DÜSÜN PROTESSIAMA, SOON PROBEIT DESSE PARS, AM HELDI, AD PART OH H. COSKERLUKIN PARKE PAPACHON, MIH. HE BERÜDÜNE KARKE FÜR TILL SIMM COSKERLÜCH VORU H. HE BELLIMM COSKENDIAH, SUNDIGÜN "EİR HEROTOM ÇAKÇA MI A LÜDÜN BÜLÜNĞ TE MANDEK" ÖH H. SIRT EDPANDEK" OM ÜCENDIN AND BELÜLÜNEN ÖHNES.

PHONE: (586) 949-1490	NEW BALTIMORE, MICHIGAN 48047	48400 JEFFERSON AVENUE	
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LOTTIVUE RIVERSIDE W

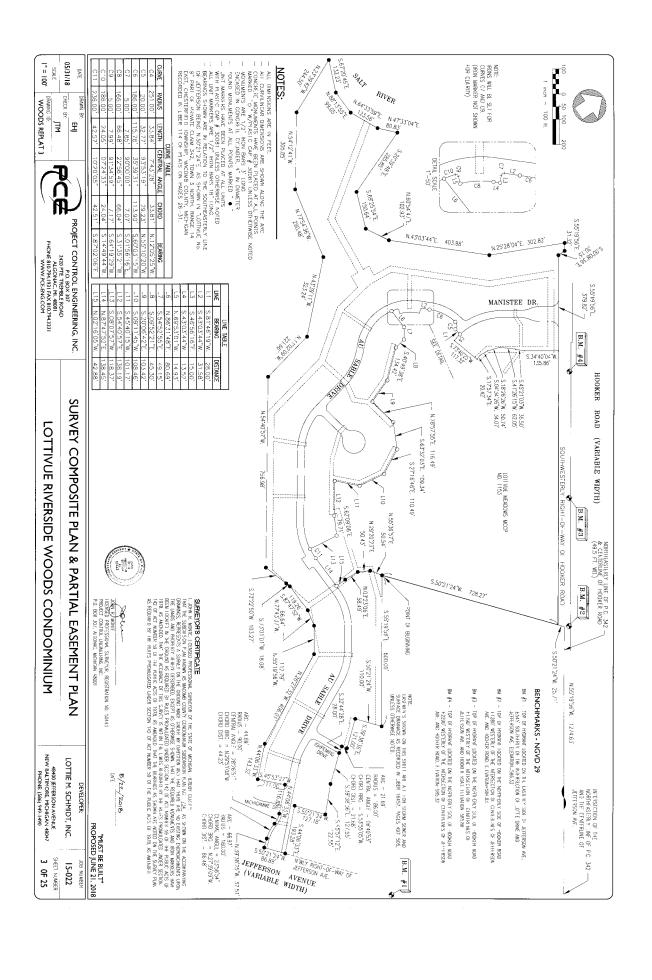
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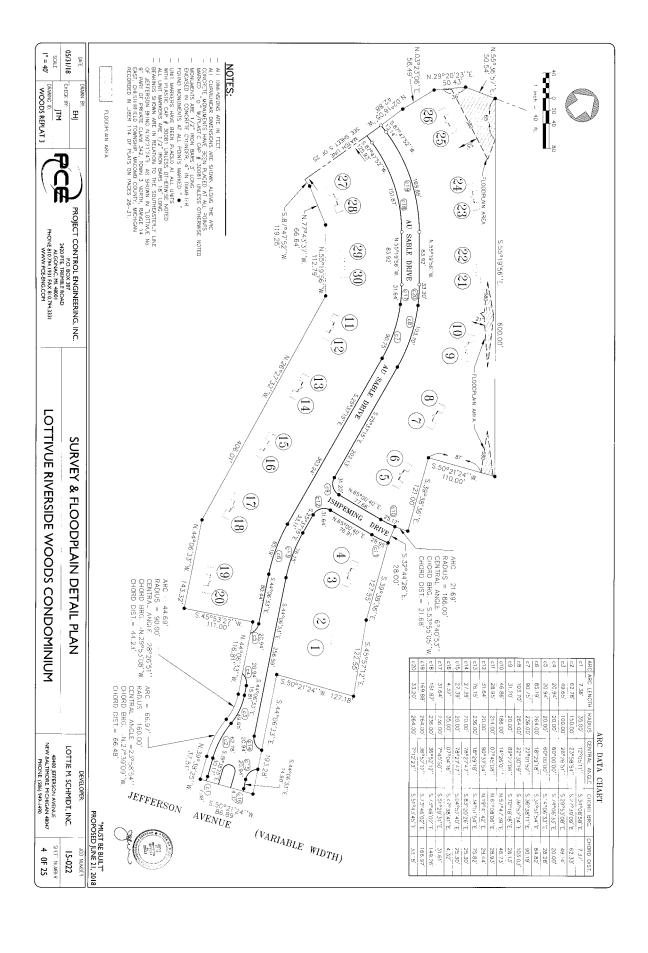
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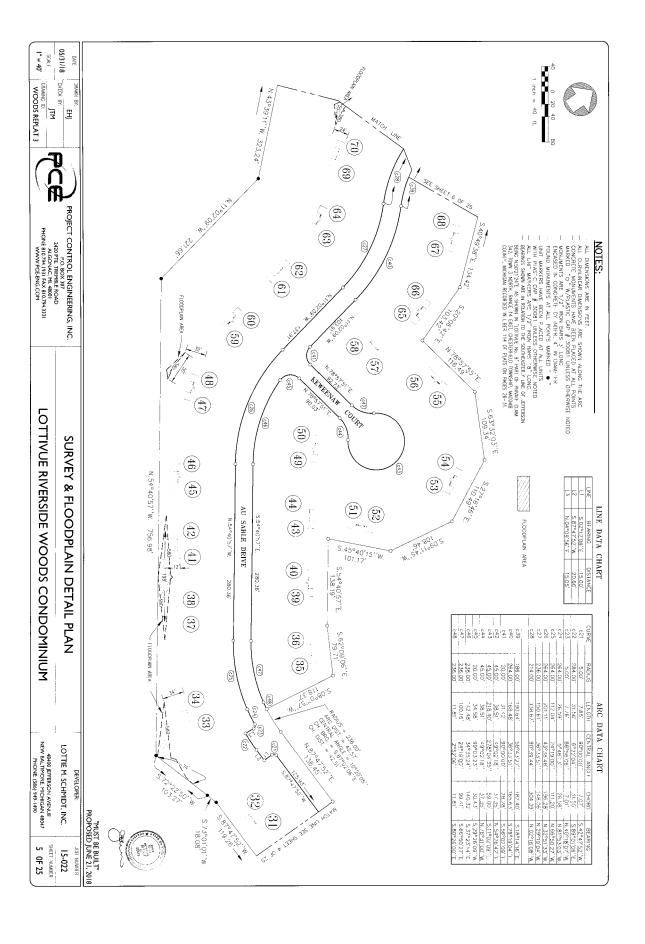
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  PARTIAL EASEMENT PLAN
  SURVEY & FLOODPLAIN DETAIL PLAN
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- EASEMENT DETAIL PLAN
- SITE DETAIL PLAN SITE DETAIL PLAN SITE DETAIL PLAN SITE DETAIL PLAN
- UTILITY DETAIL PLAN
  UTILITY DETAIL PLAN
  UTILITY DETAIL PLAN
  UTILITY DETAIL PLAN
  FLOOR PLANS UNIT "A"
  FLOOR PLANS UNIT "D"
  FLOOR PLANS UNIT "D"
  UNIT "A" SECTIONS
  UNIT "B" SECTIONS
  UNIT "D" SECTIONS

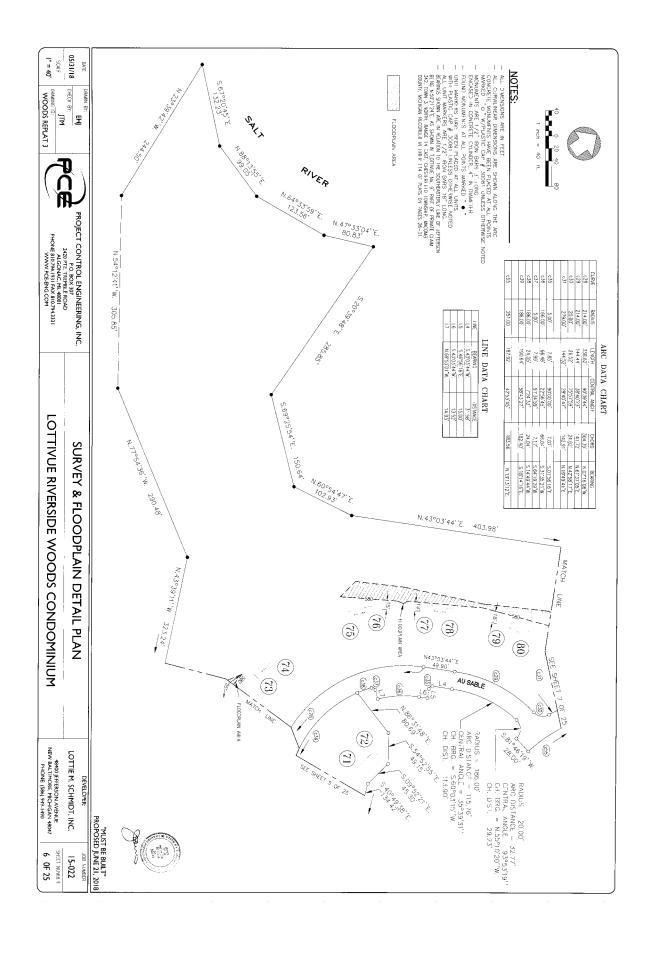
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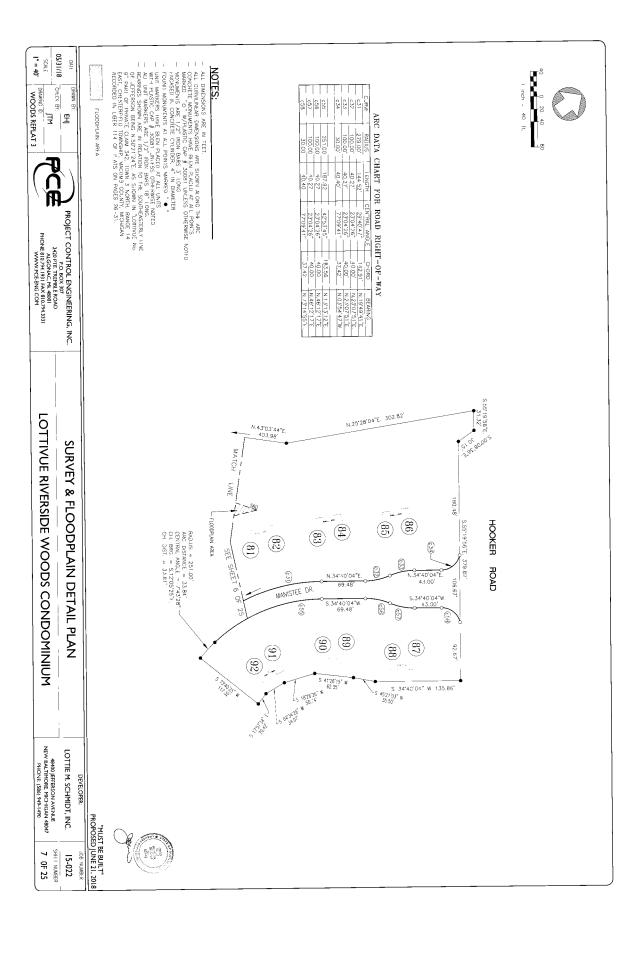
MINIUM  48400 JEFFERSON AVENUE NEW BALTIMORE, MICHIGAN 48047 PHONE, 1560 943, 1400	LOTTIE M. SCHMIDT, INC.	DEVELOPER
V AVENUE CHIGAN 48047	MIDT, INC.	Ŗ
SHEET NUMBER	15-022	JOB NUMBER

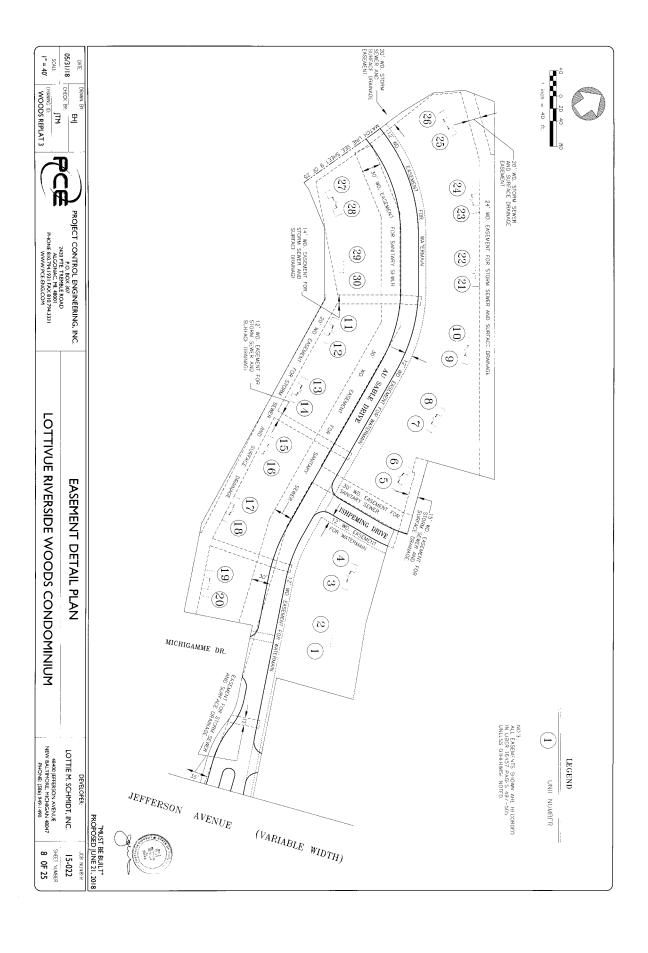


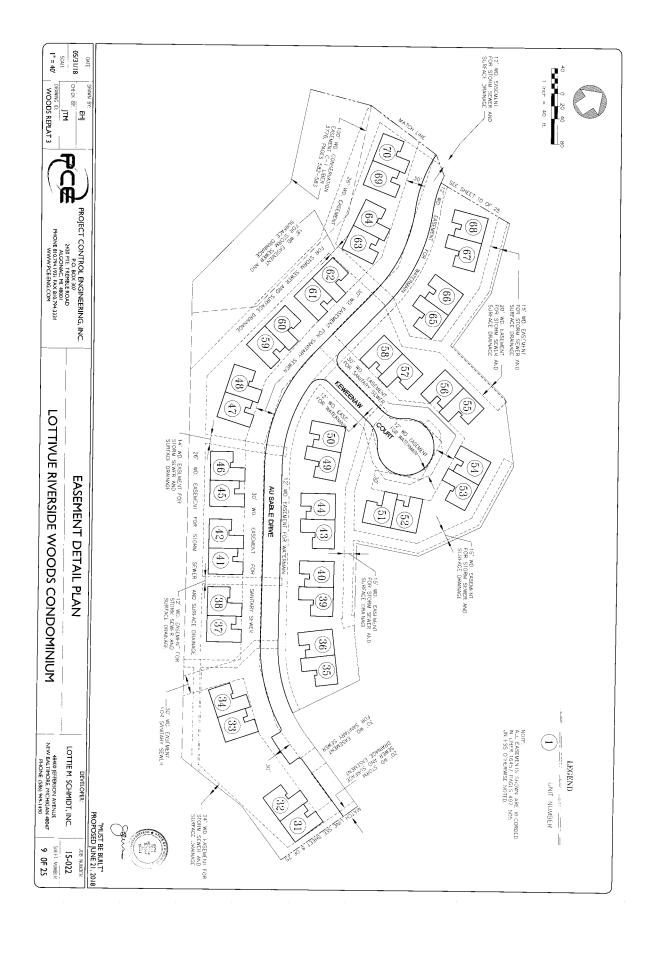


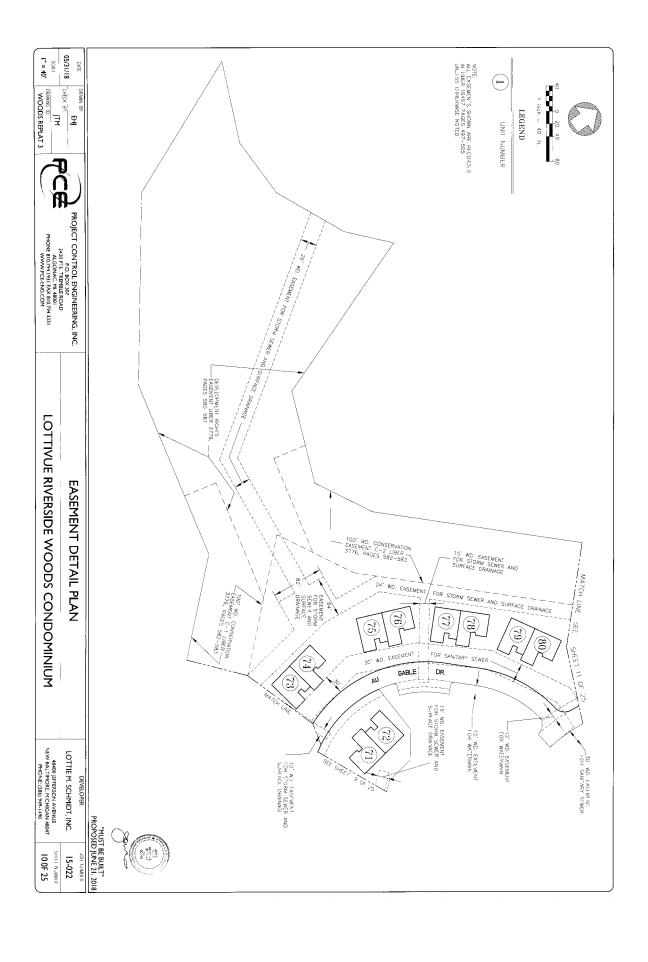




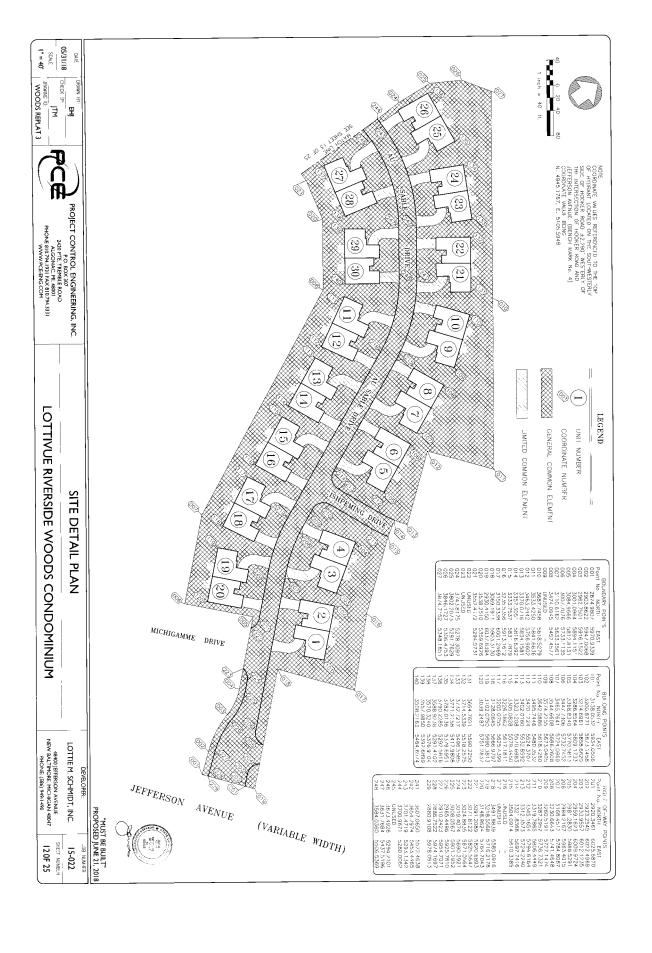


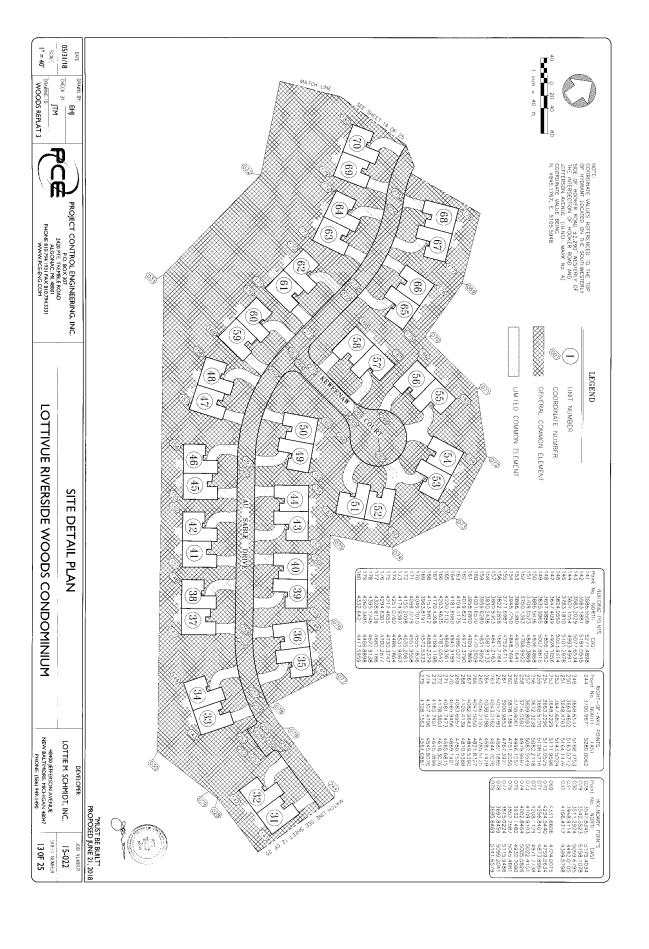


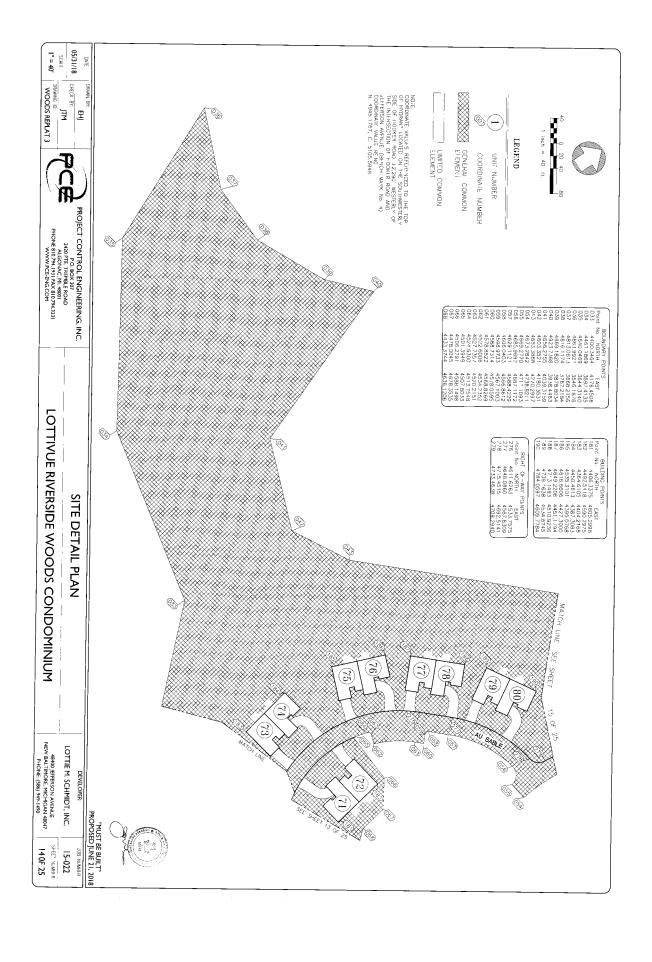


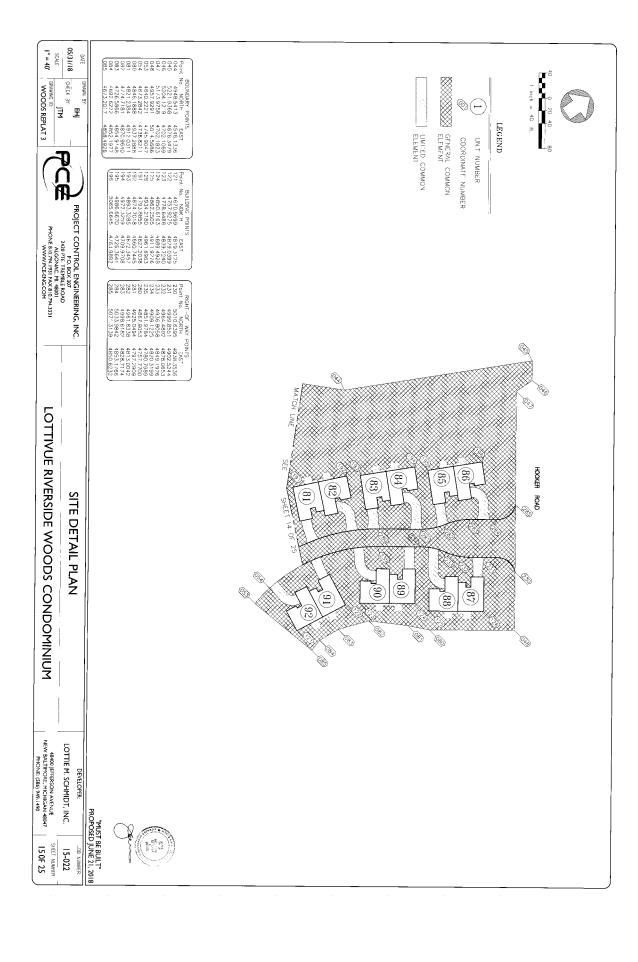


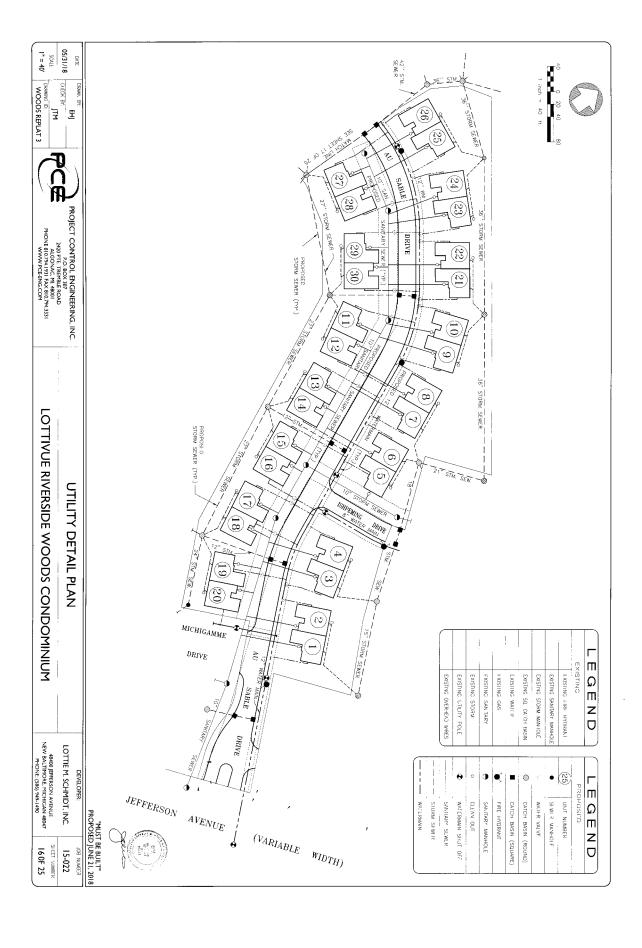


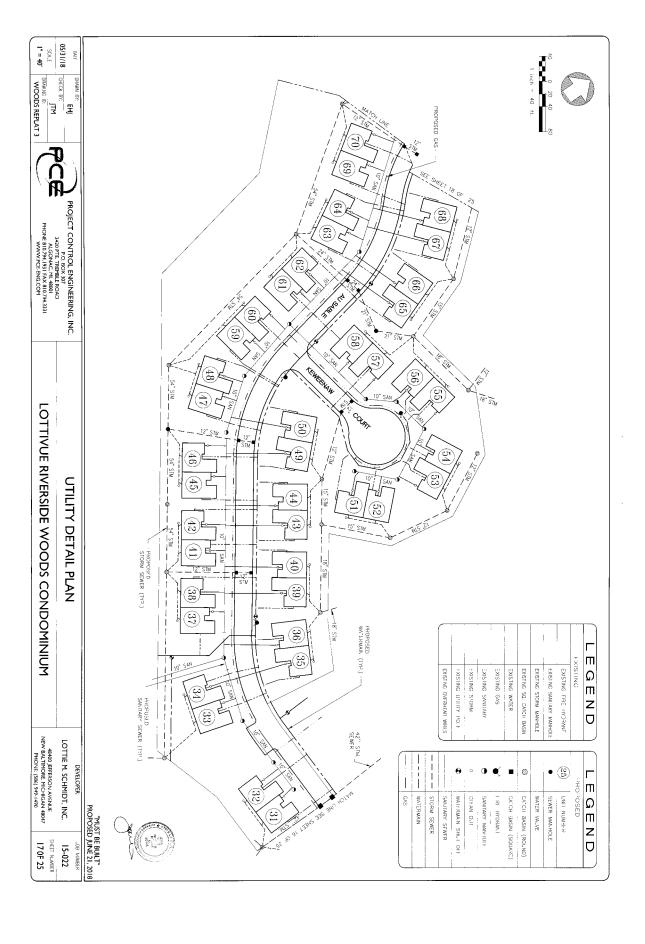


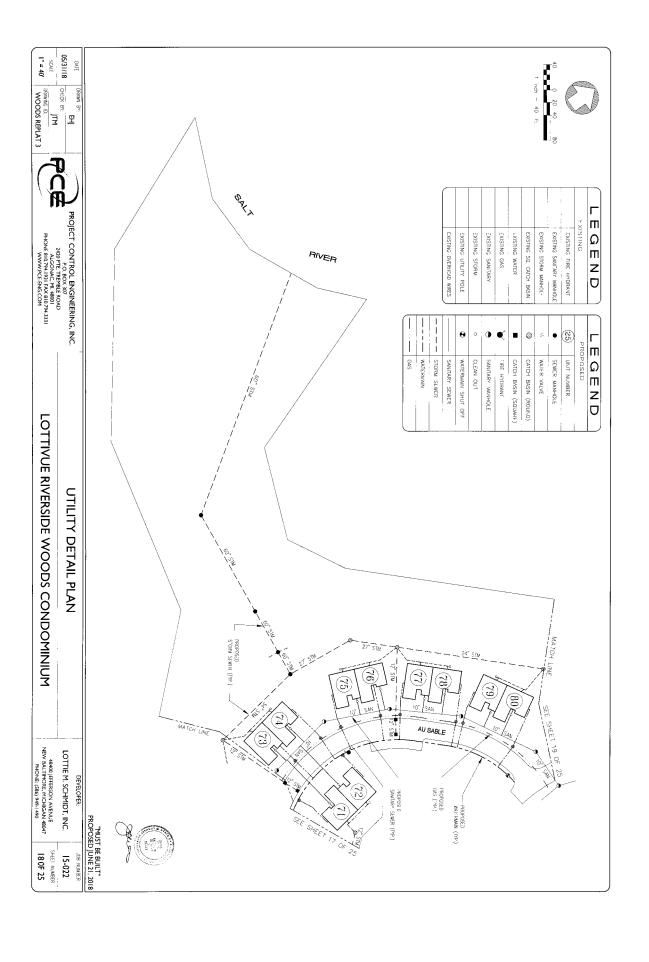


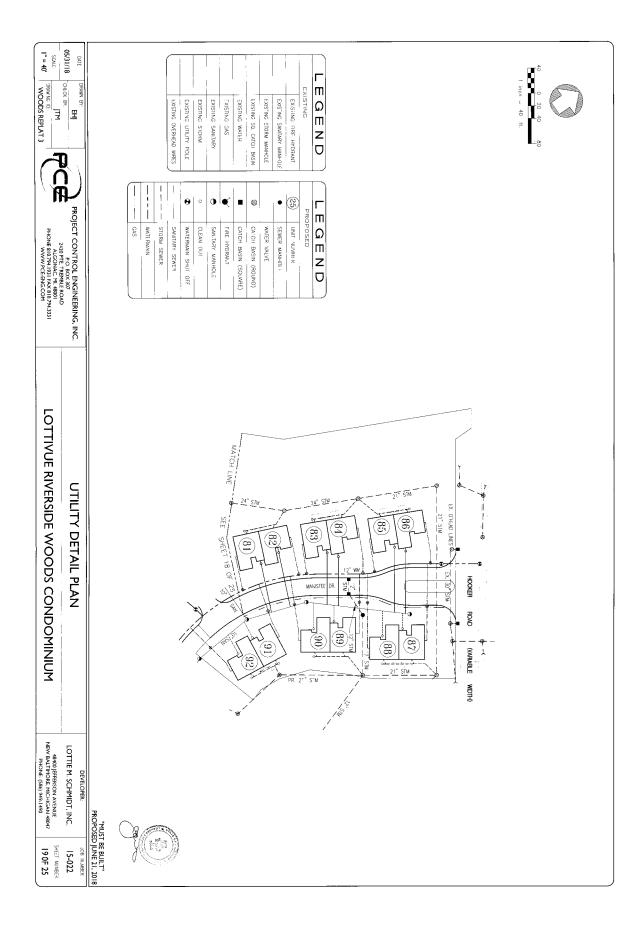


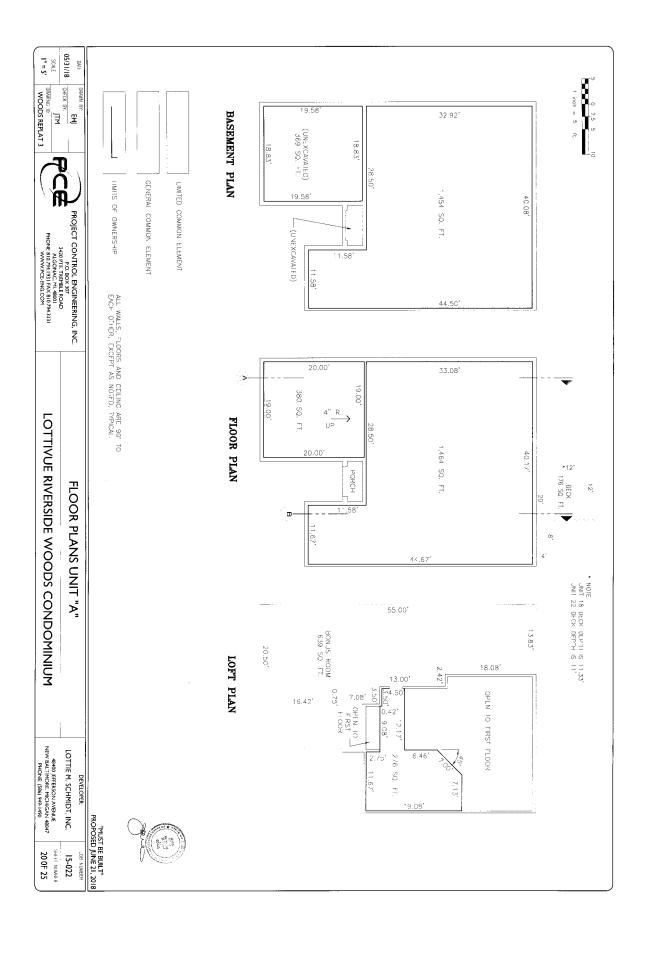


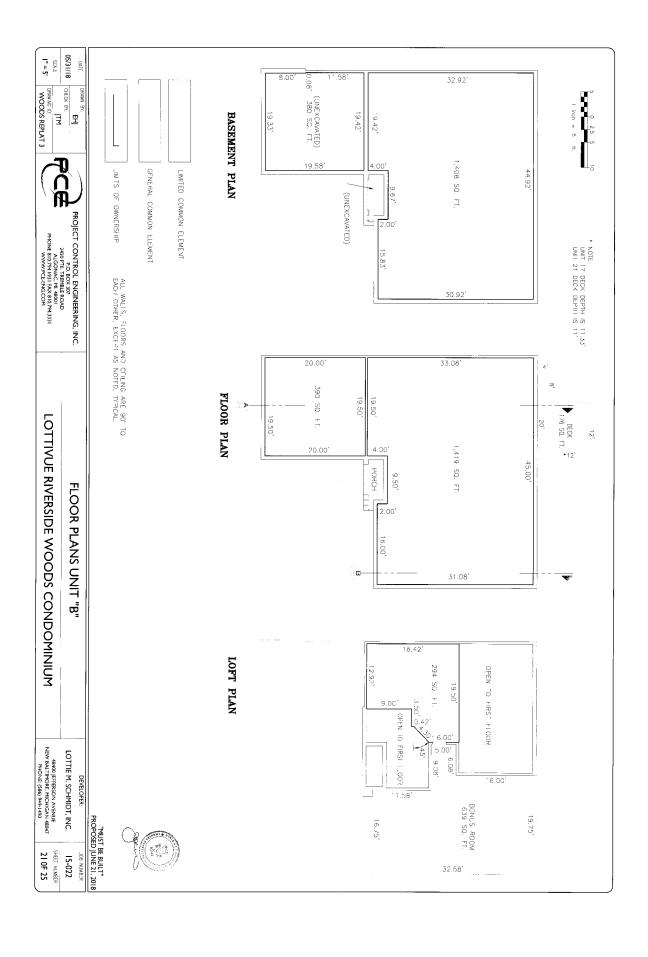


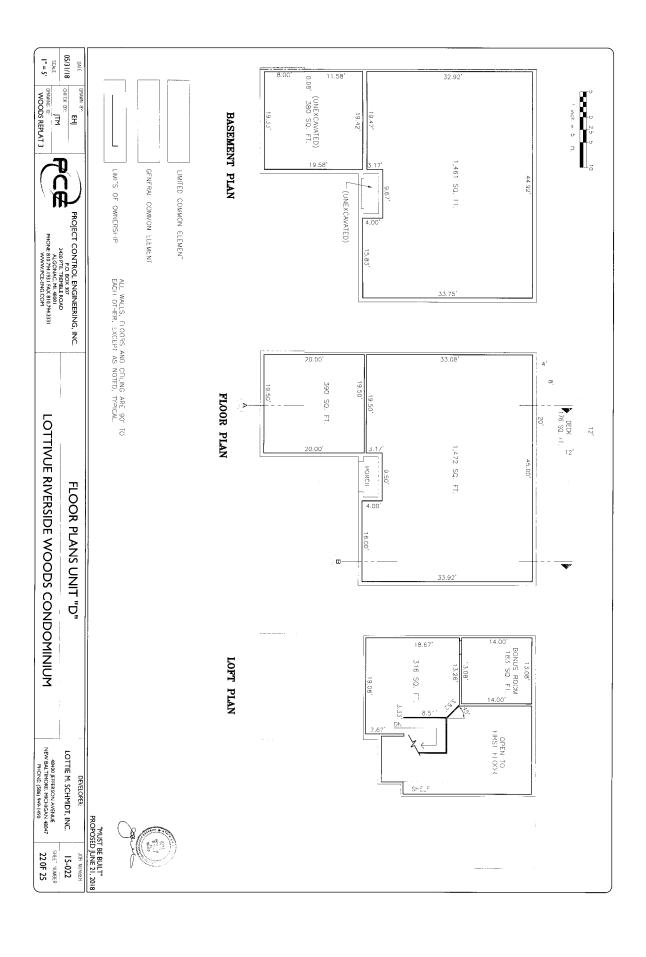


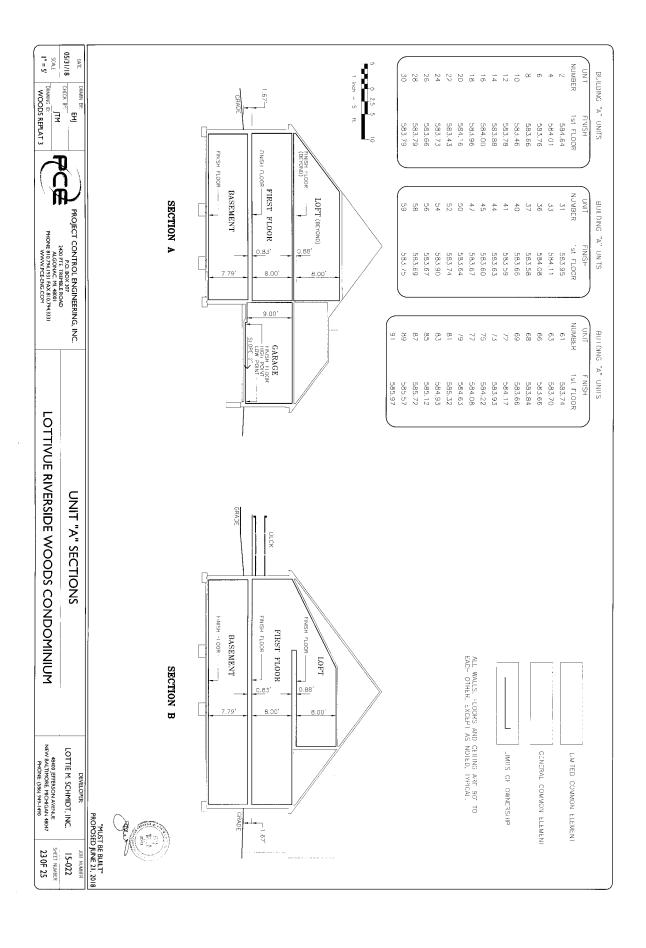


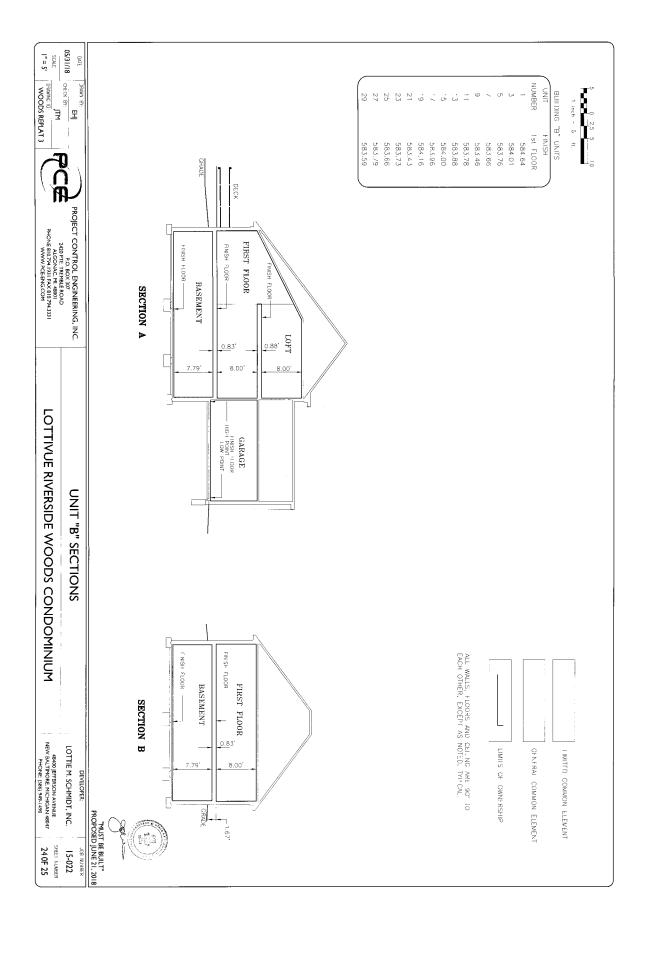


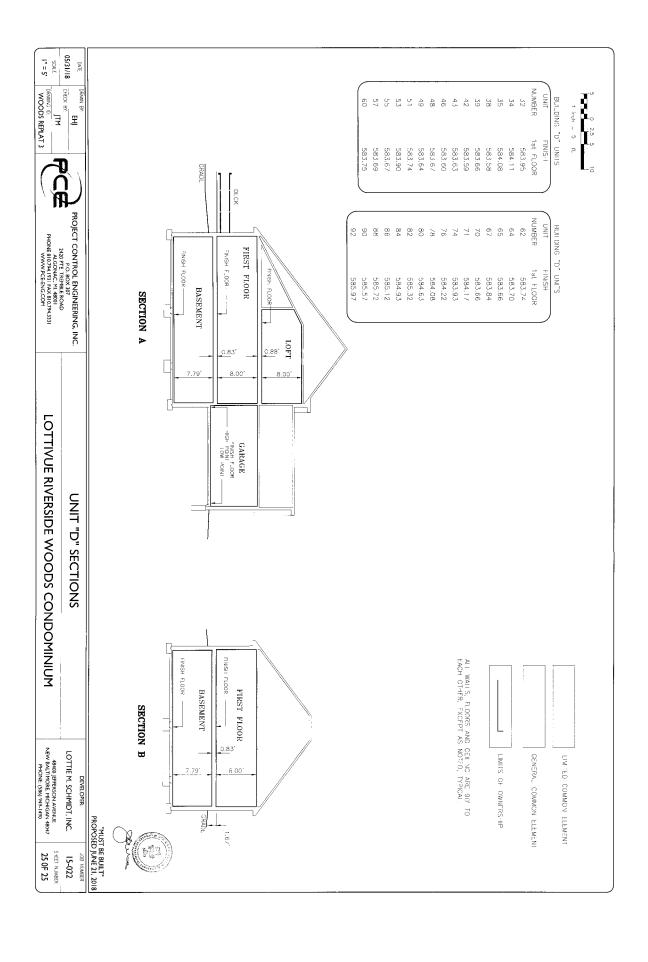












5175018



09/26/2005 09:29:08 A.M. HACONB COUNTY, MI SEAL CARMELLA SABAUGH, REGISTER OF DEEDS

### SECOND AMENDMENT TO MASTER DEED OF LOTTIVUE RIVERSIDE WOODS CONDOMINIUM

Lottie M. Schmidt, Inc., a Michigan Corporation, whose address is 48400 Jefferson, New Baltimore, Michigan 48047, being the Developer of Lottivue Riverside Woods Condominium, a Condominium Project established pursuant to the Master Deed thereof, recorded on January 17, 2002 in Liber 11210, Pages 59 through 115, and as amended in the First Amendment on May 6, 2004, in Liber 15375, Pages 130 through 142, both inclusive, Macomb County Records, and known as Macomb County Condominium Subdivision Plan No. 734, hereby amends the Master Deed of Lottivue Riverside Woods Condominium, pursuant to the authority received in: Article VI of the Master Deed for the purpose of expanding the Condominium; Article XI (C) of the Master Deed, thereof, for the purpose of correcting some errors in the description of the utility easement for storm sewer; and Article VIII, Section 5, of the Condominium By-Laws for the purpose of clarifying the uses that can be made of the Common Elements between the rear decks and patios. Upon the recording of this Amendment in the office of the Macomb County Register of Deeds, said Master Deed, and Exhibits A and B thereto, shall be amended in the following manner:

1. Land is added to the Condominium Project by this Second Amendment so that the total legal description is now as follows:

Part of lots 3 and 9 of "Supervisors Plat No. 14" part of Fractional Sections 22 and 23, and part of P.C. 342, T.3N., R.14E., Chesterfield Township, Macomb County, Michigan, as recorded in Liber 18 of Plats, Page 42, Macomb County records, and being more particularly described as follows:

Commencing at the intersection of the centerline of Jefferson Avenue and the northeasterly line of P.C. 342, Thence N.55°19'56"W. along the northeasterly line of P.C. 342, also being the centerline of Hooker Road (49.5 feet wide) a distance of 1274.63 feet; thence \$.50°21'24"W 25.71 feet to a point on the southwesterly right-of-way line of said Hooker Road; Thence S.50°21'24"W. 728.27 feet to the point of beginning; Thence S.55°19'56"E. 600.00 feet; Thence S.50°21'24"W. 110 00 feet; Thence S.39°38'36"E. 121.00 feet to a non-tangent curve to the right; Thence along a non-tangent curve to the right having: a radius of 186.00 feet, an arc length of 21.69 feet, a central angle of 06°40'53", a chord bearing of S.53°55'05"W. and a chord distance of 21.68 feet; Thence S.32°44'28"E. 28.00 feet; Thence S.39°38'36"E. 127.55 feet, Thence S.45°57'12"E. 122.55 feet; Thence S.50°21'24"W. 127.18 feet; Thence S.44°06'33"E. 193.28 feet to the northwesterly right-of-way line of said Jefferson Avenue; Thence S.50°21'24"W. along said northwesterly right-of-way 86.89 feet; Thence N.39°38'25"W. 37 51 feet to a curve to the right; Thence along a curve to the right having: a radius of 160.00 feet, an arc length of 66.97 feet, a central angle of 23°58'54", a chord bearing of N 27°39'09"W, and a chord distance of 66.48 feet to a reverse curve; Thence along a curve to the left having: a radius of 90.00 feet, an arc length of 44.69 feet, a central angle of 28°26'51", a chord bearing of N.29°53'08"W. and a chord distance of 44.23 feet; Thence N.44°06'33"W. 116.81 feet; Thence S 45°53'27"W. 111.00 feet; Thence N.44°06'33"W. 143.32 feet; Thence N.26°27'32"W 406.01 feet; Thence N.55°19'56"W 112.79 feet; Thence N.77°43'37"W. 66.64 feet; Thence S.87°47'52"W. 119 26 feet, Thence S.73°01'01"W. 18 08 feet; Thence S.72°22'50"W.

### Liber 017168 Page 00805

103.27 feet to the northeast corner of Lot 3 of said "Supervisor's Plat No. 14" also being a point on the westerly line of said Lot 9; Thence N.54°40'57"W. along a line common to "Waterview Condominiums", Macomb County Condominium, recorded in Liber 8796 Page 667, fourth amendment, (Macomb County records), and said Lot 9 a distance of 756.98 feet; Thence N.11°02'09"W. 221.66 feet; Thence N.43°39'11"W. 323 24 feet; Thence N 77°54'36"W. 290.48 feet; Thence N.54°12'41"W. 305.85 feet; Thence N.23°39'42"W. 244.50 feet; Thence along the bank of the Salt River the following (4) four courses; S.67°20'45"E. 132.23 feet; N.88°13'55"E. 99.05 feet; N.64°33'59"E. 123.56 feet; N.47°33'04"E, 80.83 feet; Thence leaving the bank of the Salt River S.20°39'48"E, 285.85 feet; Thence S.69°25'54"E. 150.64 feet; Thence N 60°54'47"E. 102.93 feet; Thence N.43°03'44"E. 403.98 feet; Thence N.25°28'04"E. 302.82 feet; Thence S.55°19'56"E. 31.32 feet to a point on the westerly line of said Hooker Road; Thence along the westerly line of said Hooker Road, the following two (2) courses, S.00°08'36"E. 30.15 feet and S.55°19'56"E. 287 15 feet to a non-tangent curve to the left; Thence along a curve to the left having: a radius of 30 00 feet, an arc length of 40.40 feet, a central angle of 77°09'41", a chord bearing of \$.73°14'55"W. and a chord distance of 37.42 feet; Thence \$.34°40'04"W. 43.00 feet to a curve to the right; Thence along a curve to the right having: a radius of 100.00 feet, an arc length of 40.27 feet, a central angle of 23°04'26", a chord bearing of S.46°12'17"W, and a chord distance of 40.00 feet to a point of reverse curvature, Thence along a curve to the left having: a radius of 100.00 feet, an arc length of 40 27 feet, a central angle of 23°04'26", a chord bearing of \$.46°12'17"W. and a chord distance of 40.00 feet; Thence S.34°40'04"W. 69.48 feet to a curve to the left; Thence along a curve to the left having: a radius of 251.00 feet, an arc length of 187.92 feet, a central angle of 42°53'45", a chord bearing of \$.13°13'12"W, and a chord distance of 183.56 feet; Thence \$.81°46'19"W, 28.00 feet to a non-tangent compound curve to the left; Thence along a curve to the left having: a radius of 20.00 feet, an arc length of 32.77 feet, a central angle of 93°53'19", a chord bearing of N.55°10'20"W. and a chord distance of 29.23 feet; Thence continuing along a curve to the left having: a radius of 186.00 feet, an arc length of 115.76 feet, a central angle of 35°39'31", a chord bearing of \$.60°03'15"W, and a chord distance of 113.90 feet; Thence S.43°03'44"W. 31.58 feet to a curve to the left; Thence along a curve to the left having: a radius of 5.00 feet, an arc length of 7.85 feet, a central angle of 90°00'00", a chord bearing of S.01°56'16"E, and a chord distance of 7 07 feet; Thence S 46°56'16"E, 15.00 feet; Thence S.43°03'44"W. 13.52 feet to a curve to the left; Thence along a curve to the left having: a radius of 166.00 feet, an arc length of 66.48 feet, a central angle of 22°56'45", a chord bearing of S.31°35'21"W. and a chord distance of 66 04 feet, Thence N 69°53'01"W. 14 93 feet to a compound curve to the left; Thence along a curve to the left having: a radius of 5.00 feet, an arc length of 7.99 feet, a central angle of 91°34'59", a chord bearing of S.64°19'29"W. and a chord distance of 7.17 feet to a reverse curve; Thence along a curve to the left having: a radius of 186 00 feet, an arc length of 24.05 feet, a central angle of 07°24'33", a chord bearing of S.14°49'44"W. and a chord distance of 24.04 feet; Thence N.86°31'48"E. 80.69 feet; Thence S.54°52'55"E. 49.15 feet; Thence S.09°52'21"E 45.30 feet; Thence S.40°49'38"E 134.42 feet; Thence S.20°06'42"E. 103.42 feet; Thence N.78°57'55"E 116.49 feet; Thence S.63°32'03"E. 109.34 feet; Thence S.27°16'46"E. 110.49 feet; Thence S.09°11'45"W. 108.46 feet; Thence S.45°40'15"W. 101.17 feet; Thence S.54°40'57"E. 138 19 feet; Thence S.62°09'06"E. 79.71 feet; Thence \$.08°07'57"W. 118.37 feet to non-tangent curve to the left; Thence along a curve to the left having: a radius of 236.00 feet, an arc length of 42.57 feet, a central angle of 10°20'05", a chord bearing of \$.87°02'06"E, and a chord distance of 42.51 feet, Thence N.87°47'52"E 138.45 feet; Thence N.02°16'05"W. 42.88 feet; Thence N.03°23'06"E 58.49 feet; Thence N.29°20'23"E, 50.43 feet; Thence N.55°36'57"E. 50.54 feet to the point of beginning. Containing 25.707 acres more or less Subject to the following: Conservation easement c-1 as recorded in Liber 3776, Pages 582-583 (M.C.R.) Conservation easement c-2, as recorded in Liber 3776, Pages 582-583 (M C.R.) Development rights easement, as recorded in Liber 3776, Pages 580-581 (M.C.R.) Subject to any and all other easements or rights of way of record, along with any easements of record affecting same.

2. Amended Article V(B) and (C) of the Master Deed of Lottivue Riverside Woods Condominium, as set forth below, shall replace and supersede Article V(B) and (C) of the Master Deed, and the originally recorded and subsequently amended Article shall be of no further force or effect.

	PERCENTAGE OF		PERCENTAGE OF
<u>UNIT NUMBER</u>	VALUE ASSIGNED	<u>UNIT NUMBER</u>	VALUE ASSIGNED
1	1.137	44	1.156
2	1.156	45	1.156
3	1.137	46	1.187
4	1.156	47	1.156
5	1.137	48	1.187
6	1.156	49	1.187
7	1.137	50	1.156
8	1.156	51	1.187
9	1.137	52	1.156
10	1.156	53	1.187
11	1.137	54	1.156
12	1.156	55	1.187
13	1.137	56	1.156
14	1.156	57	1.187
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16	1.156	59	1.156
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19	1.137	62	1.187
20	1 156	63	1 156
21	1 137	64	1.187
22	1 156	65	1,187
23	1.137	66	1.156
24	1.156	67	1.187
25	1.137	68	1 156
26	1.156	69	1.156
27	1 137	70	1.187
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40	1.156	83	1.156
41	1.156	84	1.187
42	1.187	85	1.156
43	1.187	86	1.187
	A	MENDMENT	

AMENDMENT

### Liber 017168 Pase 00807

- 3. The amended sheets 1 through 25 of the Condominium Subdivision Plan of Lottivue Riverside Woods Condominium, as attached hereto, shall either replace or supplement those pages that were originally recorded and subsequently amended, and those originally recorded or subsequently amended sheets shall be of no further force or effect. The legal description of the Condominium Premises contained on said amended sheet 1 shall replace and supersede the description of said Premises contained in Article II of the originally recorded Master Deed.
- 4. Article VI, Section 13, of the Condominium By-Laws of Lottivue Riverside Woods Condominium as set forth below shall have added to it the following restrictions:

The General Common Element area between the rear decks and stairs of the Units in the same building may have removable hard surface landscape materials installed in that area, provided the prior approval is obtained from the Association Board of Directors. It is intended that this area be left open so that people can walk through there and it not be a permanent hard surface such as concrete.

In all respects, other than as hereinabove indicated, the Master Deed of Lottivue Riverside Woods Condominium as heretofore amended, including the By-Laws and Condominium Subdivision Plan, respectively attached thereto as Exhibits A and B, recorded as aforesaid, is hereby ratified, confirmed, and redeclared.

Dated: <u>& -20-08</u>

Lottie M. Schmidt, Inc., a Michigan Corporation

By: Jeffrey A. Niemetta Its: Secretary Deasure

STATE OF MICHIGAN

COUNTY OF Macomb ) ss

On this <u>aoth</u>day of <u>Hugust</u>, 2005 the foregoing Second Amendment to the Master Deed was acknowledged before me by Jeffrey A. Niemetta, Secretary-Treasurer of and on behalf of Lottie M. Schmidt, Inc., a Michigan Corporation

Michigan Corporation.

Danet m Opalewsky Notary Public
Macomb County, Michigan

Acting in the County of Macomb My Commission Expires. 6-20-2007

Drafted By and Return To James P. Babcock, Attorney at Law 21610 Eleven Mile Road, Suite One St. Clair Shores, Michigan 48081 (586) 445-1660

503.2

# REPLAT No. 2

## MACOMB COUNTY CONDOMINUM SUBDIVISION PLAN NO. 734 EXHIBIT B TO MASTER DEED OF

## CONDOMINIU RIWERSI NOTE: THE ASTERISK ( \* ), AS SHOWN IN THE SHEET INDEX, INDICATES NEW OR AMENDED DRAWNINGS INDEX, INDICATES NEW OR AMENDED DRAWNINGS NEE TO REPLACE OR BE SUPPLEMENTAL TO THOSE PREVIOUSLY RECORDED.

# PROPERTY DESCRIPTION CHESTERFIELD TOWNSHIP, MACOMB COUNTY, MICHIGAN

Part of lats 3 and 9 of "Supervisors Plat No. 14" part of Fractional Sections 22 and 23, and part of P.C. 342, T.N., R.14E. Chesterfield Township, Macomb County, Michigan, as recorded in Liber 18 of Plats, Page 42, Macomb County records, and being more particularly described as follows:

Commercing at the intersection of the centerine of Jeffreson Awanue and the northeasterly line of P.C. 342. Theree N.55°19'55'W. along the northeasterly line of P.C. 342, due being the centerine of Hooker Road (49.5 feet eide) a distance of 1274,63 feet; thence S.50°2)'24'W. 25.71 feet to a point on the southwesterly right-of-read line of sold Hooker Road. Thence S.50°2)'24'W. 728.27 feet to the point of beginning:

Thence along a non-tangent curve to the right having: a radius of 185.00 feet, an arc length of 21.69 feet, a central angle of 05°40′55″, a chard bearing of S.5.3°55′05″W. and a chard distance of 21.68 feet; Thence S.32°44'28'E. 28.00 feet;

COTTON RD.

Thence S.39°38'36'E. 121.00 feet to a non-tangent curve to the right;

Thence S.50°21'24' W. 110.00 feet;

Thence 5.55°19'56'E. 600.00 feet;

Thence S.39°38'36' E. 127.55 feet;

Thance S.45°57'12' E. 122.55 feet;

Thence S.50°21'24"W. 127.18 feet;

Thence S.44°06'33'E. 193.28 feet to the northwesterly right-of-way line of said Jefferson Avenue;

Thence along a curve to the right having: a radius of 160.00 feet, on arc length of 66.97 feet, a central angle of 23°56'54', a chord bearing of N.27°39'09' W. and a chord distance of 66.48 feet to a reverse person. Thence N.39°38'25'W. 37.51 feet to a curve to the right;

Thence along a curve to the left having: a radius of 90.00 feet, an arc length of 44.69 feet, a central angle of 28°26'51", a chord bearing of N.29°53'08"W, and a chard distance of 44.23 feet;

SEE SHEET 2 FOR CONTINUATION -----

Thence S.50°21°24"W. clong said northwesterly right-of-way 86.89 feet; MARTIN C MARTIN C PROFESSIONAL 
LOCATION MAP NO SCALE

LOTTIE M. SCHMIDT, INC. 48400 JEFFERSON AVENUE NEW BALTIMORE, MICHIGAN 4 PHONE: (586) 949-1490 48047

### SURVEYOR

METCO SERVICES, INC.
12504 STEPHENS
WARREN, MICHICAN 48089
PHONE: (586) 755-5770
FAX: (586) 755-5774
www.metcoservices.com

### SHIEET INDEX

COVER SHEET

LEGAL DESCRIPTION CONTINUED
SURVEY COMPOSITE PLAN AND

PARTIAL EASEMENT PLAN

SURVEY & FLOODPLAIN DETAIL PLAN

EASEMENT DETAIL PLAN

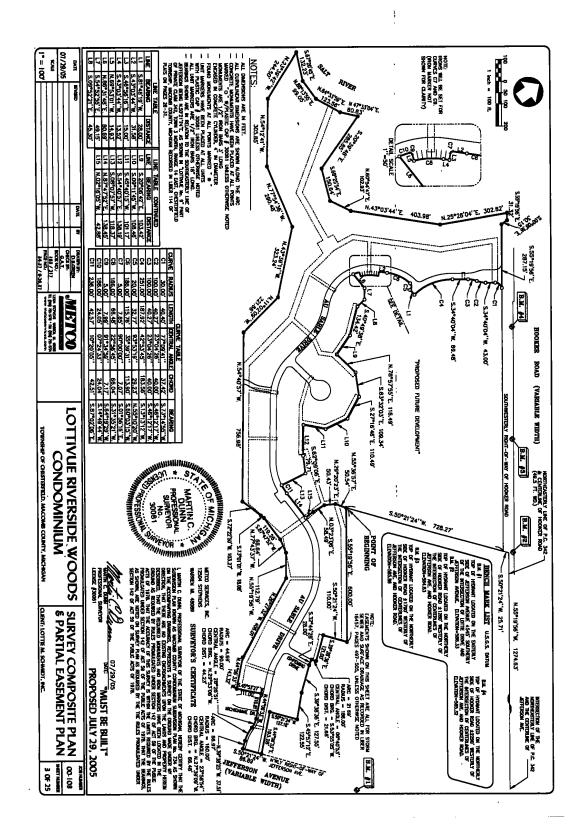
EASEMENT DETAIL PLAN

SITE DETAIL PLAN

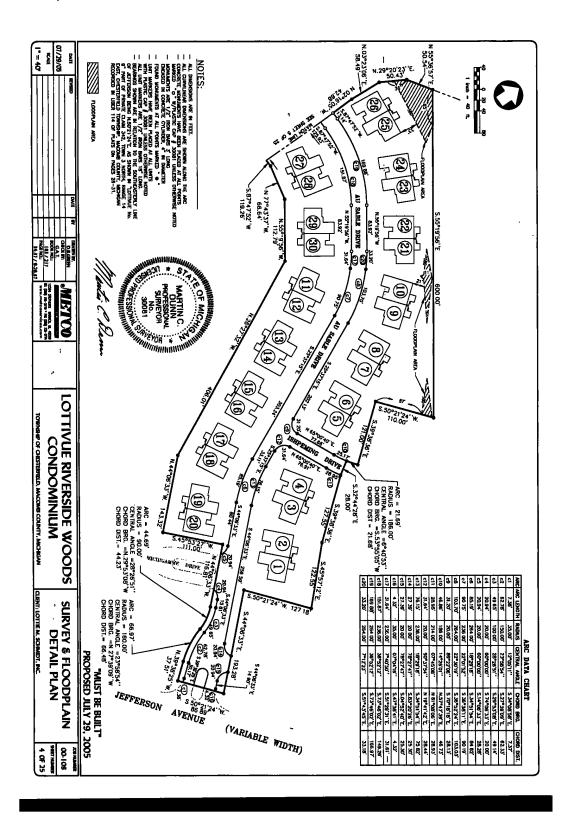
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86	PROPOSED JULY 29, 2005	ľ	feet;	Thence N.78°57'55'E. 116.49 feet:	Thence N.78	to the right:	Thence S.34°40'04"W, 43.00 feet to a curve to the right:	ence S.34°40'04'	7
•	, C. LUMMA "MUST BE BUILT"	Madin	feet:	Thence S.40°49'38' E 134.42 feet;		77°09'41'', a chard bearin 7.42 feet:	arc length of 40.40 feet, a central angle of 77°09'41", a chord bearing of S.73°14'55"W. and a chord distance of 37.42 feet;	c length of 40.40 S.73°14'55' W. a	약
	Minimum Community of the Community of th			2 E 10:00 1		adius of 30.00 feet, an	rve to the left having: a ra	ence ciona a cur	₹
	PROFESSORIA IN THE STATE OF THE	Maria Maria	e t	52'55'E. 49.15 feet;	thence S.54°52'55' E.	r Road, the following nd S.55°19'56'E, 287.15 fe	Thence along the westerly line of said Hooker Rood, the following teo (2) courses, S.00°09'36'E, 30.15 feet and S.55°19'56'E, 287.15 feet to a non-tangent curve to the left:	ence along the war (2) courses, S. a non-tangent of	####
	Superior Sup	oj. Mini	et:	31'48' E. 80.69 feet;	Thence N_86°31'48' E.	•		oker Road;	Ŧ
	POPUSION OR THE STATE OF THE ST	!!!!!!! * \$ \$ ₽	on arc length of 24.05 feet, a central angle of 07°24'33", a chord bearing of 5.14°49'44". And a chord distance of 24.04 feet;	h of 24.05 feet, c		on the westerly line of saic	Thence S.55°19'56'E. 31.32 feet to a point on the westerly line of said	ence 5.55°19'56''	₹ ;
	ARTIN C. THE		eft having: a radius of 186.00 feet,	a curve to the l	Thence along		E 302.82 feet:	Thence N.25°28'04''E	7
	MAN COF MICHIGAN		Thence along a curve to the left having: a radius of 5.00 feet, an arc length of 7.99 feet, a central angle of 91°9.4°50°, a chard bearing of 5.64°19'29' W. and a chard distance of 7.17 feet to a reverse curve;	t a curve to the I f 7.99 feet, a cen f W. and a chord	Thence along arc length or of S.64°19'29		"E 102.93 feet; "E 403.98 feet;	Thence N.60°54'47' E. 102.93 feet; Thence N.43°03'44' E. 403.98 feet;	<b>7</b> 7
			Thence N.69°53'01''W. 14.93 feet to a compound curve to the left;	353'01" W. 14.93 fc	Thence N.69		"E. 150.64 feet;	Thence S.69°25'54"E. 150.64 feet:	₹
cord.	and all other easements or rights of way of record.	497-505. (M.C.R.) Subject to any and all	an arc length of bo.45 feet, a central angle of 22°35.43°, a chord bearing of \$.31°35'21' W. and a chord distance of 66.04 feet;	31°35'21' W. and	bearing of S	20°39'48'E. 285.85 feet;	Thence leaving the bank of the Salt River 5.20°39'48'E. 285.85 feet;	ence leaving the	7
8	(M.C.R.) Utility easement for Storm Sewer recorded in Liber 16457, Pages	(M.C.R.) Utility easement	eft having: a radius of 166.00 feet.	a curve to the k	Thence along	.05 feet; N.64°33'59'E.	Indice doing the bulk of the bulk over the industry (17 feet covered S.67°20'45' E. 132.23 feet; N.88°13'55' E. 99.05 feet; N.64°33'59' E. 123.56 feet; N.47°33'04' E. 80.83 feet:	3.56 (eat: N.47°3	1 S 2
580-5	(M.C.R.) Development rights easement, as recorded in Liber 3776, Pages 580–581	(M.C.R.) Development rights ease	Thence S.43°03'44'W. 13.52 feet to a curve to the left:	Thence 5.43°03'44''W, 13.52 feet	Thence S.43	following (4) four courses:	W. 244.50 feet:	Thence N.23°39'42" W. 244.50 feet:	; ₹
587-587	sement ?-2 os recorded in liber 3776 Propes	(M.C.R.)		10140171 45 00 4			#. 505.00 leet;	GICE N. ST. IZ 4	-
X82-583	Subject to the following: Conservation easement c-1 as recorded in Liber 3776, Pages 582-583	Subject to the for Conservation east	Thence along a curve to the left hoving: a radius of 5.00 feet, an arc length of 7.85 feet, a central angle of 90°00'00', a chord bearing of 50°0'56'16'. and a chord distance of 7.07 feet	a curve to the if 7.85 feet, a cen	Thence along arc length or 5.01°56'16		W. 290.48 feet:	Thence N.77°54'36' W. 290.48 feet;	₹ ₹
	07 acres more or less.	Containing 25.70					W. 323.24 feet	Thence N.43°39'11''W. 323.24 feet;	₹
Ġ.	Thence N.55°36'57''E. 50.54 feet to the point of beginning.	Thence N.55	Thence S.43°03'44''W. 31.58 feet to a curve to the left;	03'44' W. 31.58 fe	Thence S.43		W. 221.66 feet;	Thence N.11°02'09' W. 221.66	₹
	Thence N.03º23'06' E. 58.49 feet; Thence N.29º20'23' E. 50.43 feet;	Thence N.O. Thence N.29	Thence continuing along a curve to the left having: a radius of 185.00 feet, on arc length of 115.76 feet, a central angle of 35°39'31'', a chord bearing of 5.60°03'15''W. and a chord distance of 113.90 feet;	nuing along a cur- length of 115.76 ; j of 5.60°03'15''W		ber 8796 Page 667, tourth raid Lot 9 a distance of	Macamb County Condominium, recorded in Liber 8798 Page 667, touth amendment, (Macamb County records), and said Lot 9 a distance of 736.98 feet:	Icomb County Con Iendment, (Mocon 5.98 feet;	75 No.
	)2°16'05''W. 42.88 feet;		arc length of 32.77 feet, a central angle of 93°53'19", a chord bearing of N.55°10'20"W. and a chord distance of 29.23 feet;	7 32.77 feet, a ce 3"W. and a chord		to "Waterview Condominium	"W. along a line common t	Thence N.54°40'57'	₹ 1
	Thence N.87°47'52' E. 138.45 feet:		eft having: a radius of 20.00 feet, an	a curve to the l		also being a point on the westerly	of said 'Supervisor's Plat No. 14' also being a point on the we	of said 'Supervis	. u
eet chor	Thence dong a curve to the left hoving: a radius of 235.00 feet, an arc length of 42.57 feet, a central angle of 10°20'05", a chord bearing of \$.38°02'06"E, and a chord distance of 42.51 feet;	Thence alon an arc leng bearing of S	Thence 5.81°46'19'W. 28.00 feet to a non-tangent compound curve to the left;	46'19''W. 28.00 fe	Thence S.81°	theest corner of Lot	'W. 18.08 feet; 'W. 103.27 feet to the nort	Thence S.73°01'01"W. 18.08 feet;	₹ ₹
9 the le	Thence S.08°07°57°W. 118.37 feet to non-tangent curve to the left;	Thence S.O.E	Inence along a curve to the lett nowing: a robus of 23-35", a chord on arc length of 187-92 feet, a central angle of 42-53-5", a chord bearing of 5.13*13*12" W. and a chord distance of 183.56 feet;	13°13'12' W. and a	inence along an arc lengt! bearing of S.		'W. 119.26 feet;	Thence S.87°47'52''W, 119.26 feet;	₹
	S.62°09'06' E. 79.71 feet;	Thence S.62	Thence S.54°40'04' W. 69.48 feet to a curve to the left	40 04 W. 69.48 f.	Thence S.34		W. 66.64 feet;	Thence N.77°43'37''W. 66.64 feet;	₹
	S.54°40'57''E. 138.19 feet;	Thence	distance of 40.00 feet;	W. dha a chora	or 3.46-121.		W. 112.79 feet;	Thence N.55°19'56''W. 112.79 feet;	₹
	Thence S.45°40'15' W. 101.17 feet;		mence uning a curve to the left name; a cause of proced nector or certain engine of 230-626", a chord bearing of 5.46°, a chord bearing of 5.46°, and a chord distance of 40.00 feet.	40.27 feet, a ce	are length of		'W. 406.01 feet;	Thence N.26°27'32''W. 406.01 feet	Ŧ.
	Thence S.09°11'45''W. 108.46 feet;		att bouton of produce of 100 00 feet on		The state of the s		"W. 143.32 feet;	Thence N.44°06'33"W. 143.32 feet	₹
	7°16'46' E. 110.49 feet;	Thence S.27º16'46'	a chord distance of 40.00 feet to a point	46°12'17' W. and	bearing of \$.46°12'17 of reverse curvature:		W. 111.00 feet;	Thence S.45°53'27'W, 111.00 feet;	7
	Thence S.63°32'03' E. 109.34 feet:		Thence along a curve to the right having: a radius of 100.00 feet, on are length of 40.27 feet a control andle of 23004'26'' a chord	of 40 27 feet of	Thence along		'W. 116.81 feet;	Thence N.44°06'33''W. 116.81 feet;	₹
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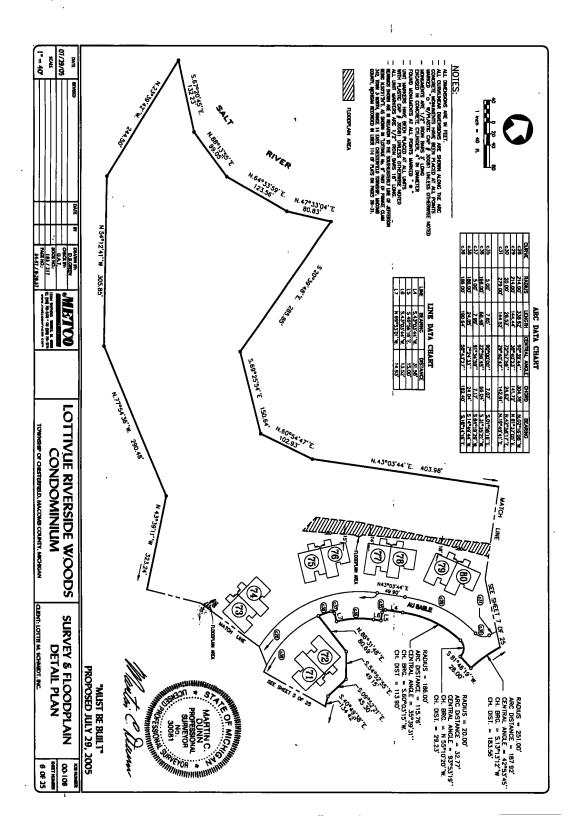


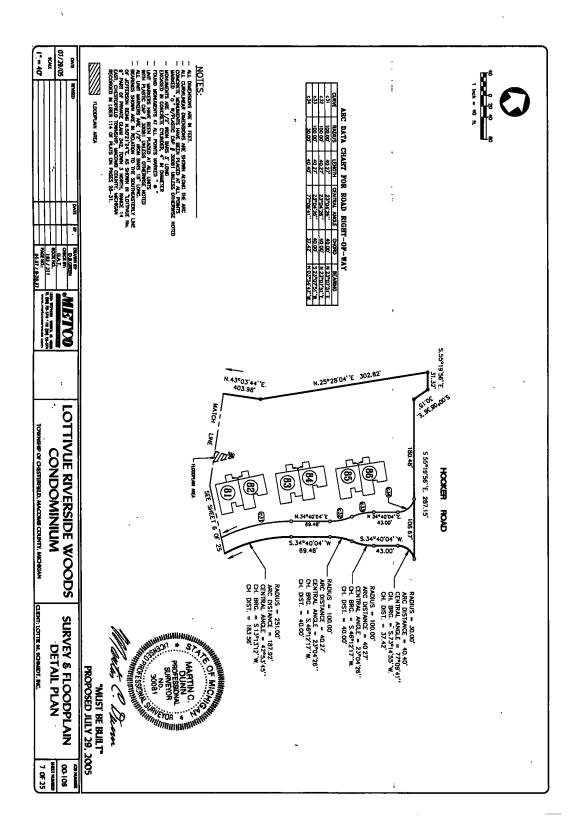
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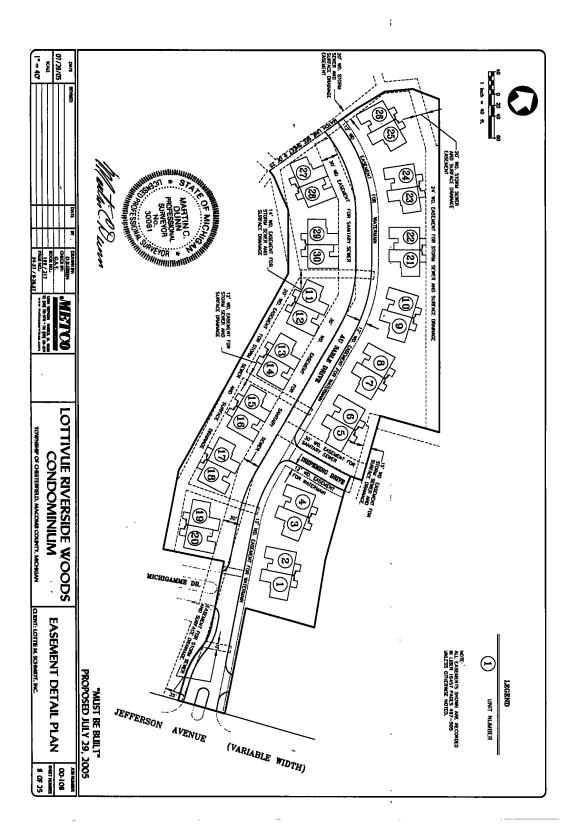


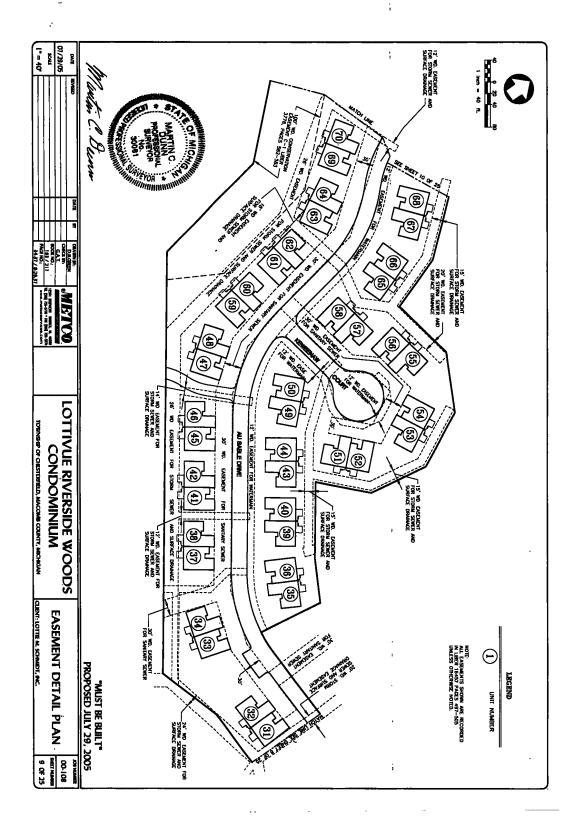
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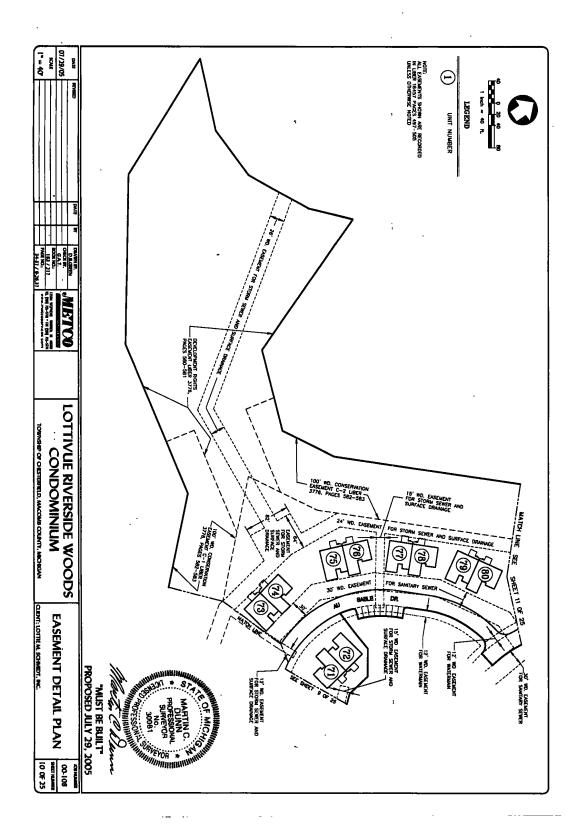
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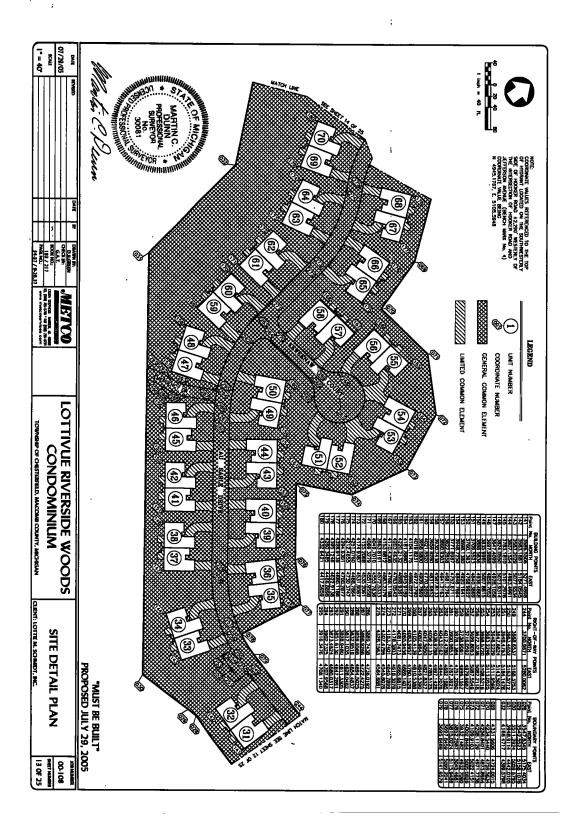


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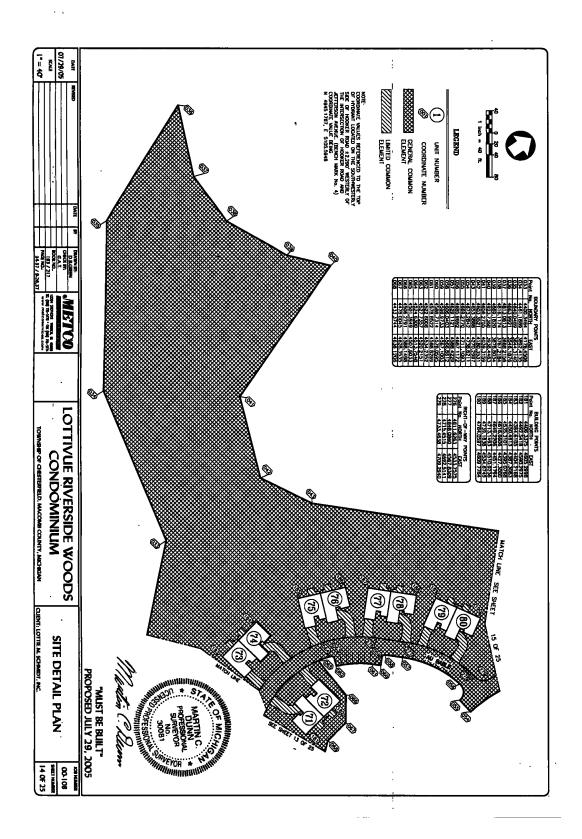
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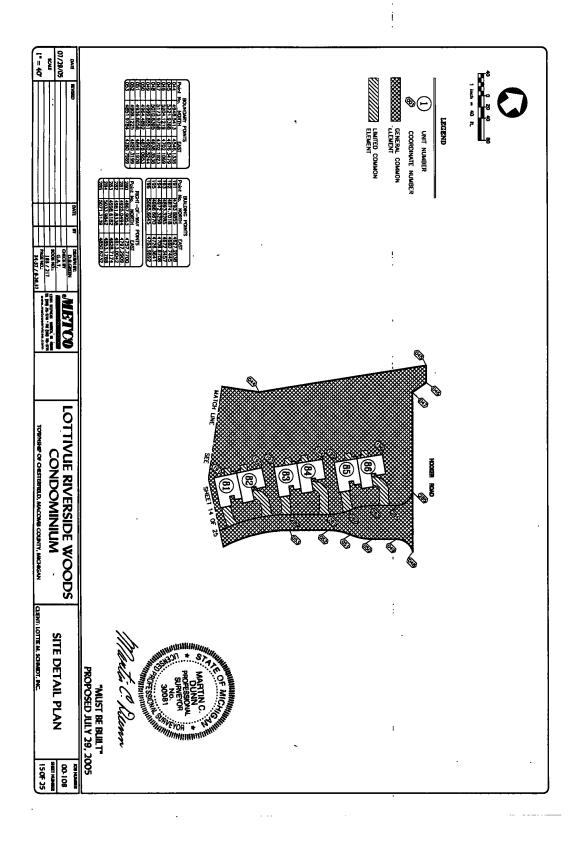
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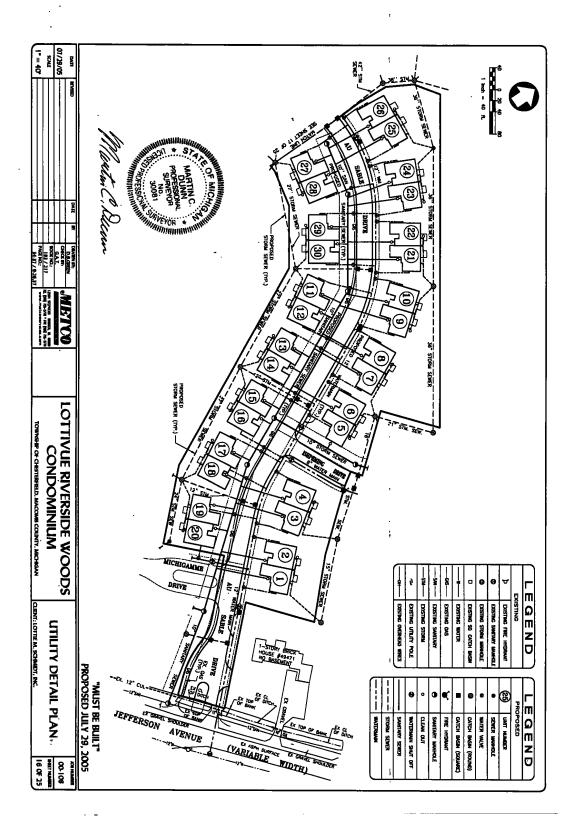
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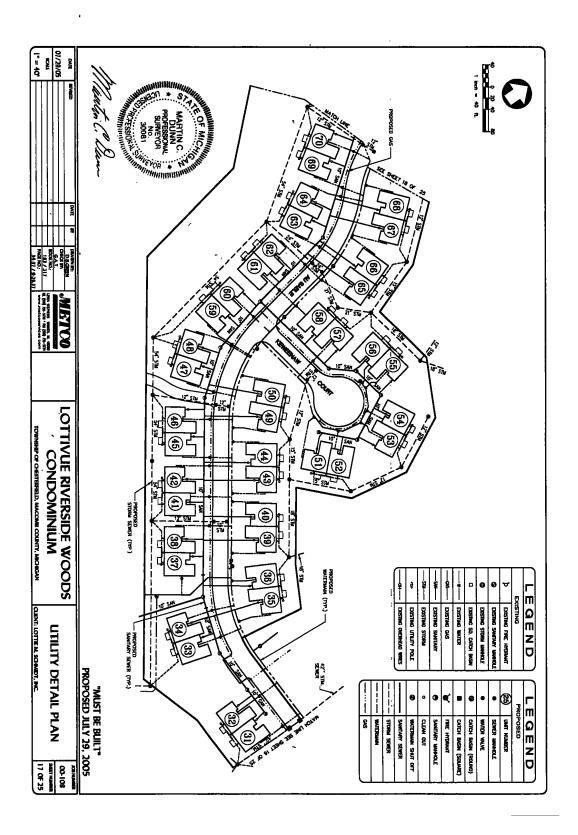


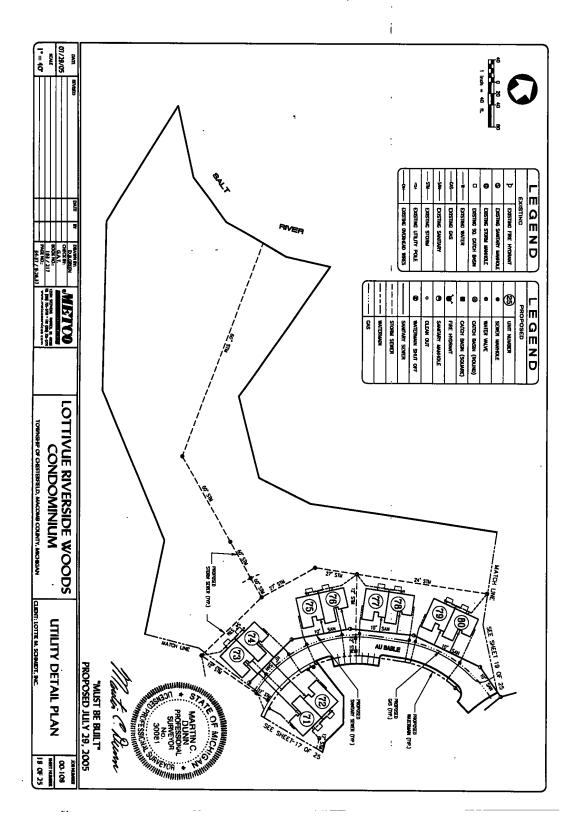
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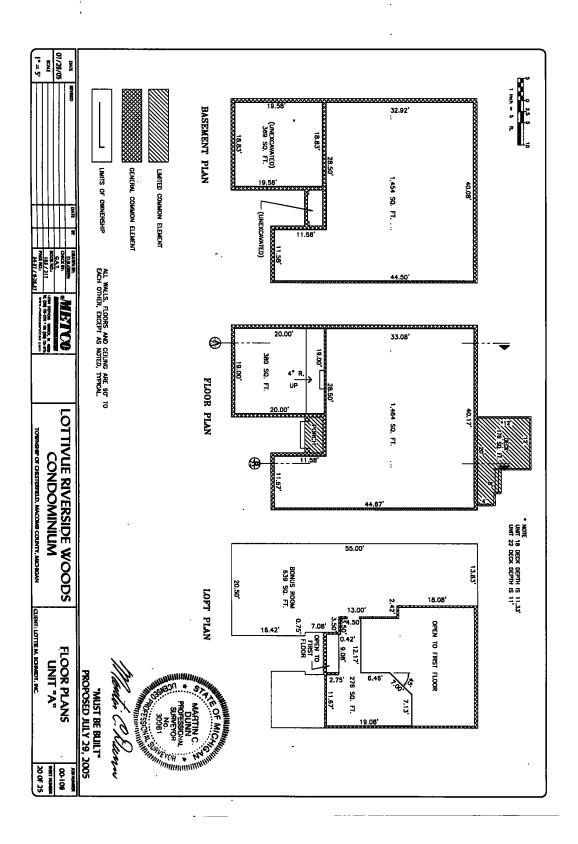


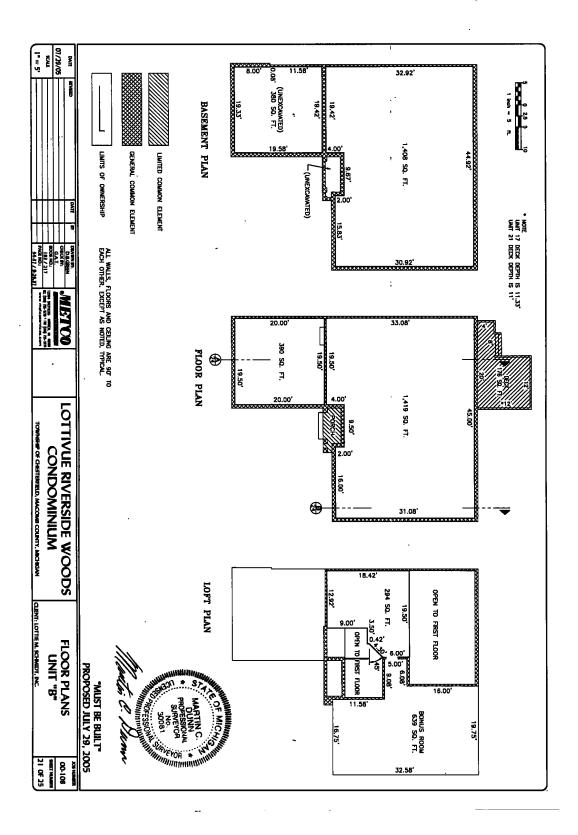


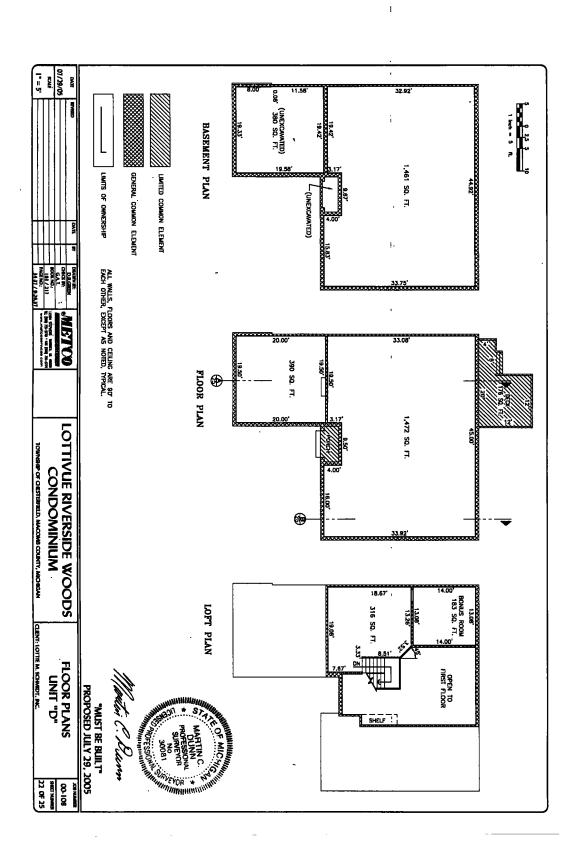


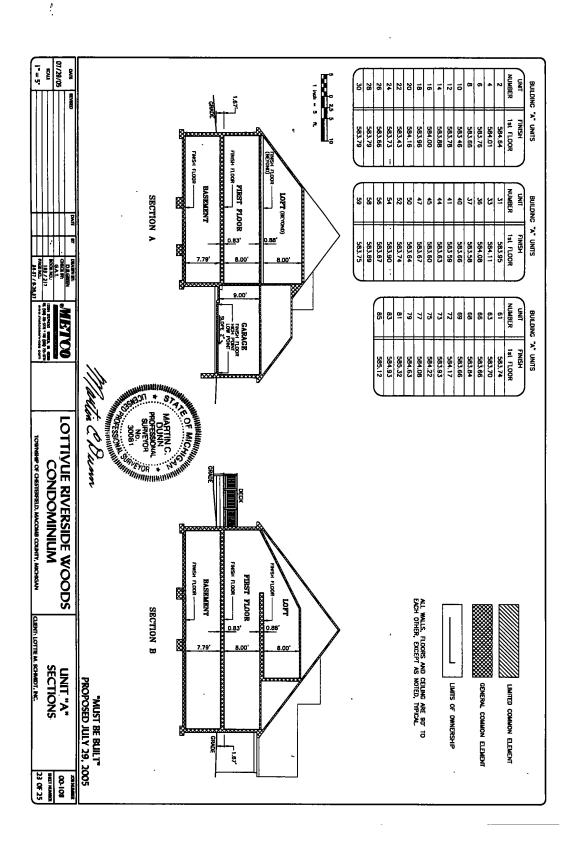
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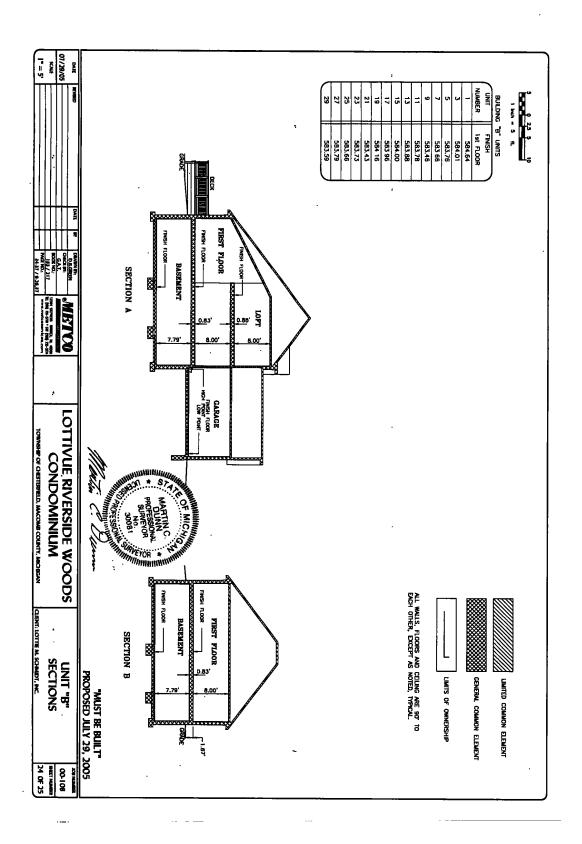
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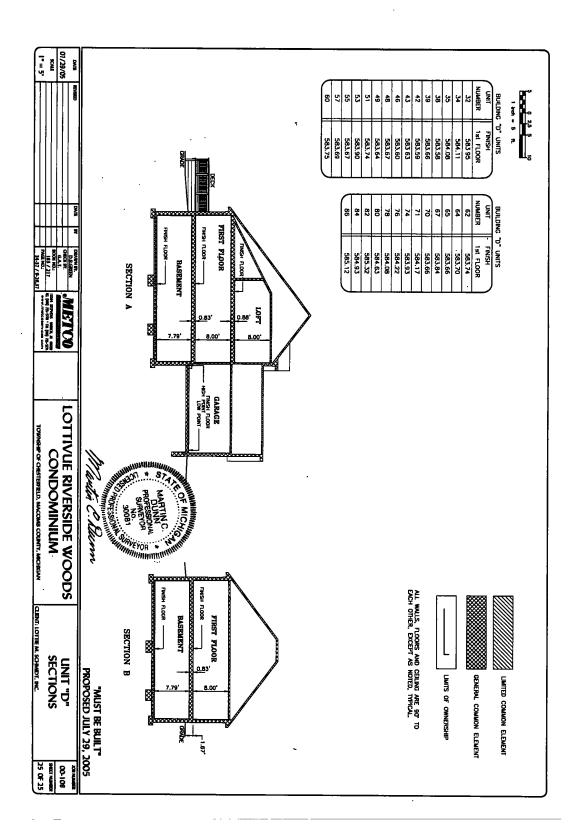












4106673 LIBER 15375 PAGE 130 05/06/2004 02:56:47 P.M. MACDMB CDUNTY, MI SEAL CARMELLA SABAUGH, REGISTER OF DEEDS

### FIRST AMENDMENT TO MASTER DEED OF LOTTIEVUE RIVERSIDE WOODS CONDOMINIUM

Lottie M. Schmidt, Inc., a Michigan Corporation, whose address is 48400 Jefferson, Chesterfield, Michigan 48047, being the Developer of Lottievue Riverside Woods Condominium, a Condominium Project established pursuant to the Master Deed thereof, recorded on January 17, 2002 in Liber 11210, Pages 59 through 115, inclusive, Macomb County Records, and known as Macomb County Condominium Subdivision Plan No. 734, hereby amends the Master Deed of Lottievue Riverside Woods Condominium, pursuant to the authority received in Article VI thereof for the purpose of enlarging the Condominium Project from 20 Units to 30 Units by the addition of land described in Paragraph 1 below and reallocating percentages of value set forth in Article V(B) and (C) of said Master Deed. Upon the recording of this Amendment in the office of the Macomb County Register of Deeds, said Master Deed, and Exhibits A and B thereto, shall be amended in the following manner:

1. Land is added to the Condominium Project by this First Amendment so that the total legal description is now as follows:

Part of Lots 3 and 9 of "Supervisors Plat No. 14" part of Fractional Sections 22 and 23, and part of P.C. 342, Town 3 north, Range 14 east, Chesterfield Township, Macomb County, Michigan, as recorded in Liber 18 pages 42 and 43 of plats, Macomb County records, and being more particularly described as follows: Commencing at the intersection of the centerline of Jefferson Avenue (variable width) and the northeasterly line of P.C. 342, thence north 55 degrees 19 minutes 56 seconds west along the northeasterly line of P.C. 342, also being the centerline of Hooker Road (49.5 feet wide) 1274.63 feet; thence south 50 degrees 21 minutes 54 seconds west 25.71 feet to the southwesterly right-of-way line of said Hooker Road; thence south 50 degrees 21 minutes 24 seconds west 728.27 feet to the Point of Beginning. Thence south 55 degrees 19 minutes 56 seconds east 328.70 feet; thence south 50 degrees 21 minutes 24 seconds west 110.00 feet; thence south 39 degrees 38 minutes 36 seconds east 121.00 feet to a non-tangent curve to the right; thence along a non-tangent curve to the right having a radius of 186.00 feet, an arc length of 21.69 feet, a central angle of 06 degrees 40 minutes 53 seconds, a chord bearing of south 53 degrees 55 minutes 05 seconds west and a chord distance of 21.68 feet; thence south 32 degrees 44 minutes 28 seconds east 28.00 feet; thence south 39 degrees 38 minutes 36 seconds east 127.55 feet; thence south 45 degrees 57 minutes 12 seconds east 122.55 feet; thence south 50 degrees 21 minutes 24 seconds west 127.18 feet; thence south 44 degrees 06 minutes 33 seconds east 193.28 feet to the northwesterly right-of-way line of said Jefferson Avenue; thence south 50 degrees 21

minutes 24 seconds west along said northwesterly right-of-way 86.89 feet; thence north 39 degrees 38 minutes 25 seconds west 37.51 feet to a point of curve to the right; thence along a curve to the right having a radius of 160.00 feet, an arc length of 66.97 feet, a central angle of 23 degrees 58 minutes 54 seconds, a chord bearing of north 27 degrees 39 minutes 09 seconds west and a chord distance of 66.48 feet to a reverse curve; thence along a curve to the left having a radius of 90.00 feet, an arc length of 44.69 feet, a central angle of 28 degrees 26 minutes 51 seconds, a chord bearing of north 29 degrees 53 minutes 08 seconds west and a chord distance of 44.23 feet; thence north 44 degrees 06 minutes 33 seconds west 116.81 feet; thence south 45 degrees 53 minutes 27 seconds west 111.00 feet; thence north 44 degrees 06 minutes 33 seconds west 143.32 feet; thence north 26 degrees 27 minutes 32 seconds west 406.01 feet; thence north 55 degrees 19 minutes 56 seconds west 112.79 feet; thence south 87 degrees 47 minutes 52 seconds west 12.85 feet; thence north 00 degrees 29 minutes 56 seconds west 135.06 feet; thence north 02 degrees 16 minutes 05 seconds west 56.88 feet; thence north 03 degrees 23 minutes 06 seconds east 58.49 feet; thence north 29 degrees 20 minutes 23 seconds east 50.43 feet; thence north 55 degrees 36 minutes 57 seconds east 50.54 feet to the POINT OF BEGINNING; Containing 6.391 acres more or less. Subject to and together with an easement for water main recorded in Liber 10477 Page 441, an easement for sanitary sewer as recorded in Liber 10477 Page 447, an easement for storm sewer and surface drainage as recorded in Liber 10477 Page 452, also subject to any and all other easements and rights-of-way of record or otherwise.

2. Amended Article V(B) and (C) of the Master Deed of Lottievue Riverside Woods Condominium, as set forth below, shall replace and supersede Article V(B) and (C) of the Master Deed, and the originally recorded and subsequently amended Article shall be of no further force or effect.

### ARTICLE V

B. The percentage of value assigned to each Unit is set forth in Sub-paragraph C below. The percentages of value were computed on the basis of the relative sizes of the Units with the resulting percentages reasonably adjusted to total one hundred (100%) percent. The percentage of value assigned to each Unit shall be determinative of such Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and expenses of the administration, and the value of such Co-owner's vote at meetings of the Association of Co-owners. The total value of the Project is one hundred (100%) percent. The percentage of value allocated to each Unit may be changed only with the prior written approval of each institutional holder of a first mortgage lien on any Unit affected and the Co-owner of that Unit, along with sixty-six and two thirds (66-2/3%) percent consent in value of the Co-owners expressed in an Amendment to this Master Deed, duly recorded, except as provided in Article VI, entitled "Expansion."

### C. Set forth below are:

- 1. Each Unit number as it appears on the Condominium Subdivision Plan.
- 2. The percentage of value assigned to each Unit.

	PERCENTAGE OF		PERCENTAGE OF
<b>UNIT NUMBER</b>	VALUE ASSIGNED	<b>UNIT NUMBER</b>	VALUE ASSIGNED
1	3.3073	16	3.3594
2	3.3594	17	3.3073
3	3.3073	18	3.3594
4	3.3594	19	3.3073
5	3.3073	20	3.3594
6	3.3594	21	3.3073
7	3,3073	22	3,3594
8	3.3594	23	3.3073
9	3.3073	24	3.3594
10	3.3594	25	3.3073
11	3.3073	26	3,3594
12	3.3594	27	3,3073
13	3.3073	28	3.3594
14	3.3594	29	3.3073
15	3.3073	30	3,3594

3. The amended sheets 1-10 of the Condominium Subdivision Plan of Lottievue Riverside Woods Condominium, as attached hereto, shall either replace or supplement those pages that were originally recorded and those originally recorded sheets shall be of no further force or effect. The legal description of the Condominium Premises contained on said amended sheet 1 shall replace and supersede the description of said Premises contained in Article II of the originally recorded Master Deed.

In all respects, other than as hereinabove indicated, the Master Deed of Lottievue Riverside Woods Condominium as heretofore amended, including the By-Laws and Condominium Subdivision Plan, respectively attached thereto as Exhibits A and B, recorded as aforesaid, is hereby ratified, confirmed, and redeclared.

Dated: 5-5-2004	Lottie M. Schmidt, Inc.,
	a Michigan Corporation
	- Minist
	By: Jeffrey A. Niemetta
	Its: Secretary-Treasurer
STATE OF MICHIGAN )	
) ss.	
COUNTY OF On this 5th day of May , 2	the foregoing First Amendment to the Master Deed wa
acknowledged before me by Jeffrey A. Niemetta, S	ecretary-Treasurer of and on behalf of Lottie M. Schmidt, Inc.,
Michigan Corporation.	Linda S. Summers, Notary Public
	Linda 5. Summers, Notary Public
	MACOMB County, Michigan
	My Commission Expires: 10-6-07

Drafted By and Return To: James P. Babcock, Attorney at Law 21610 Eleven Mile Road, Suite One St. Clair Shores, Michigan 48081 (586) 445-1660

AMENDMENT

# MACOMB COUNTY CONDOMINUM SUBDIVISION PLAN NO. 734 EXHIBIT B TO MASTER DEED OF REPLAT No. 1

THE ASTERISK ( \* ), AS SHOWN IN THE SHEET INDEX, INDICATES NEW OR AMENDED DRAWNIGS WHICH ARE REVISED, DATED MAY 04, 2004. THESE DRAWNIOS ARE TO REPLACE OR BE SUPPLEMENTAL TO THOSE PREVIOUSLY RECORDED.

# 3077IVUE CHESTERFIELD TOWNSHIP, MACOMB COUNTY, MICHIGAN COZDOMIZIUM RIWERSI DE WOODS

## PROPERTY DESCRIPTION:

and of late 3 and 9 of "Supervisors Plat No. 44" part of Fractional Sections 22 and 23, and part of P.C. \$42, 1.38., R.14E., Chesteffed Township, Benomb County, Michigan, as recorded in Liber 19 pages \$2 and 43 of plats, Mesonib County records, and being more perfocularly described as follows:

nencing at the intersection of the centerline of Jefferson Avenue (variable width) and the eastably line of P.C. 342, thence N.55° 1956°W. along the northeastarly line of P.C. 342, also being enterline of Hooker flood (48.5 feet whei) 1274.63 feet thence 8.50°21°34°W. 227.61 feet to the sweaterly right-of-way line of said Hooker Road; thence 8.50°21°34°W. 728.27 feet to the Point of

hence S.39\*38\*36\*E. 121.00 feet to a non-tangent curve to the right; hence 8.55\*19'56"E. 328.70 feet; Thence S.50\*21'24"W. 110.00 feet;

Thence along a non-tangent curve to the right heving: a radius of 188.00 feet, an arc length of 21.88 feet, a central angle of 08°40′83°, a chord bearing of 8.53°56′05″W. and a chord distance of 21.88 feet,

hence S.45\*57\*12"E. 122.55 feet; Thence S.50\*21'24"W. 127.18 feet;

hence 8.32\*44\*28"E. 28.00 feet; Thence 8.39\*38\*36"E. 127.56 feet;

Thence S.50\*21\*24\*W. along said northwesterly right-of-way 86.89 feet; hence S.44°06'33°E. 193.28 feet to the northwesterly right-of-way line of said Jefferson Avanue;

Thence N.39\*38\*25\*W. 37.51 feet to a point of curve to the right;

Thence along a curve to the right having: a radius of 160.00 feet, an arc length of 66.97 feet, a central angle of 23°68′54″, a chord bearing of N.27°39′08″W. and a chord distance of 66.46 feet to a reverse

Thence along a curve to the left having: a radius of 90.00 feet, an erc length of 44.69 feet, a central angle of 28°26′51°, a chord bearing of N.29°53′08″W. and a chord distance of 44.23 feet,

Thence N.44\*06'33"W. 116.81 feet; Thence S.45\*53'27"W. 111.00 feet;

Thence N.44\*06'33"W. 143.32 feet; Thence N.26\*27'32"W. 406.01 feet;

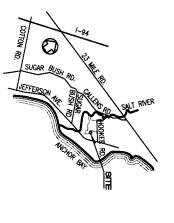
hence N.55\*19\*56"W. 112.79 feet; Thence S.87\*4752"W. 12.85 feet;

nce N.00"29'56"W. 135.06 feet; Thence N.02"16'05"W. 56.88 feet;

Thence N.55\*36'57"E. 50.54 feet to the POINT OF BEGINNING.; Thence N.03°23'06"E. 58.49 feet; Thence N.29°20'23"E. 50.43 feet;

Containing 6.391 scree more or less.

Subject to and together with an essentent for water main recorded in Liber 10477 Page 441, an essentent for satisfier sewer as recorded in Liber 10477 Page 447, an essentent for satisfier sewer are recorded in Liber 10477 Page 452, also subject to any and all other essentents surface of rainage as recorded in Liber 10477 Page 452, also subject to any and all other essentents





## SURVEYOR

METCO SERVICES, INC. 12504 STEPHENS WARREN, MICHIGAN 48089 PHONE: (586) 755-5770 FAX: (586) 755-5774 www.metcoservices.com

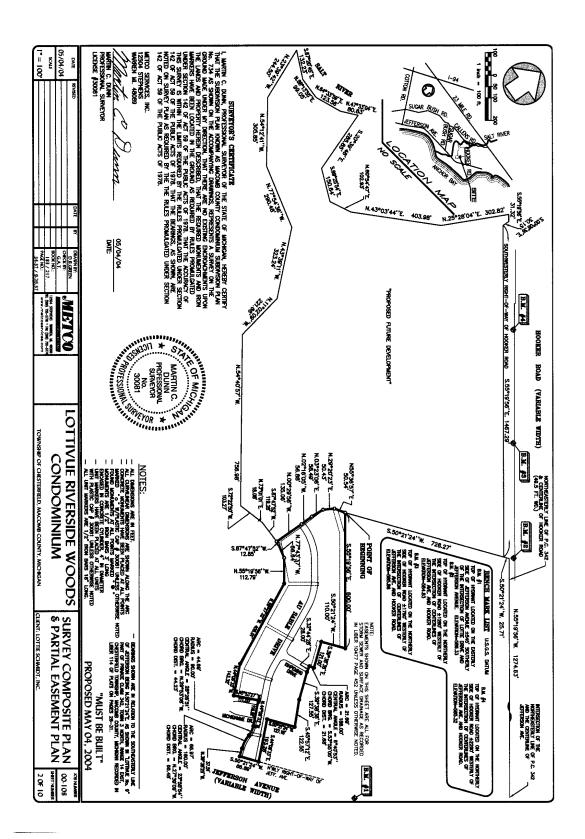
### DEVELOPER

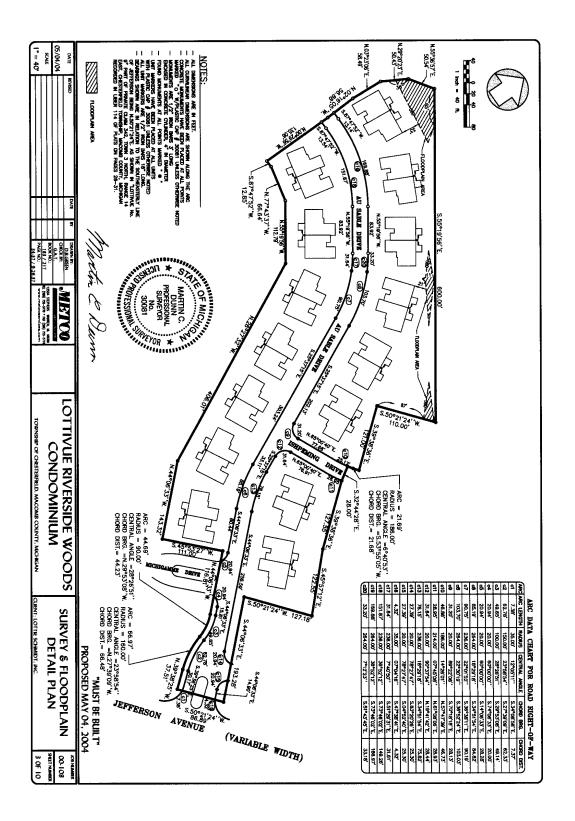
LOTTIE M. SCHMIDT, INC. 48400 JEFFERSON AVENUE NEW BALTIMORE, MICHIGAN 48047 PHONE: (586) 949-1490

### SHEET INDEX

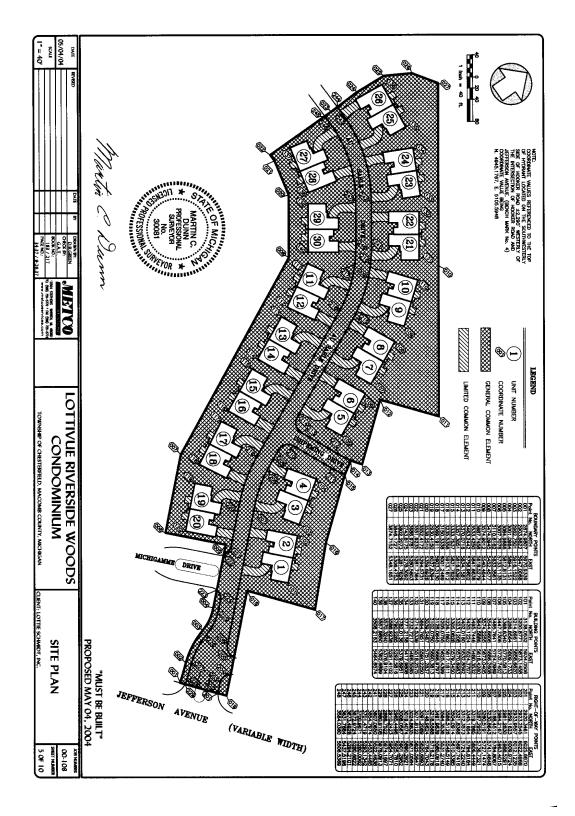
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- DETAIL PLAN
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  SITE PLAN
  UTILITY PLAN
  FLOOR PLANS UNIT "A" SECITONS
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## PROPOSED MAY 04, 2004

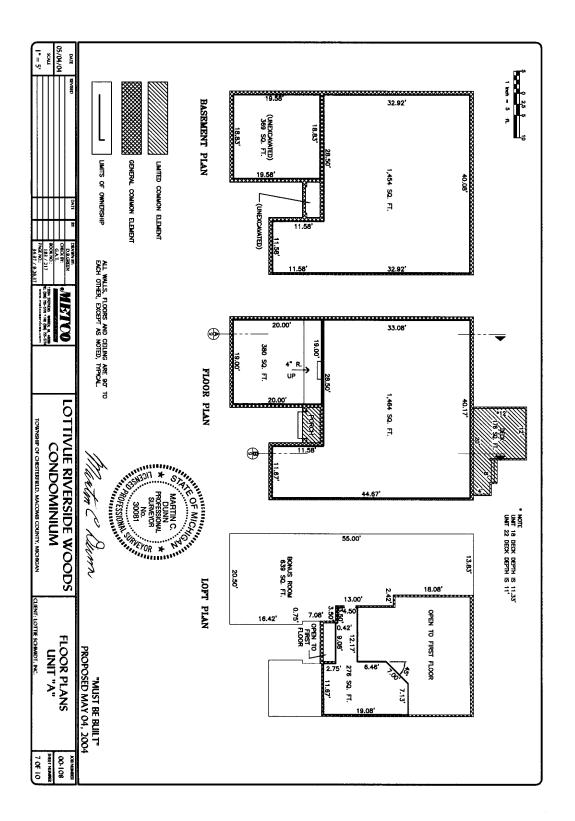


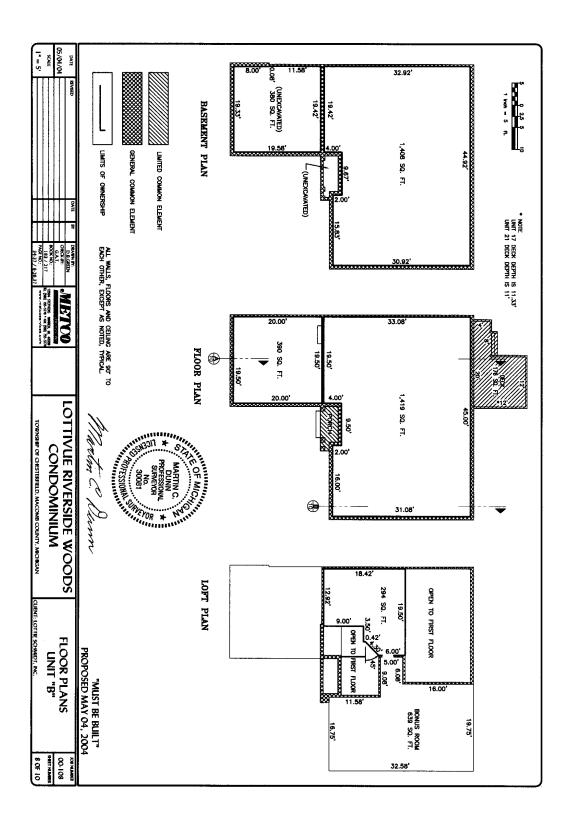


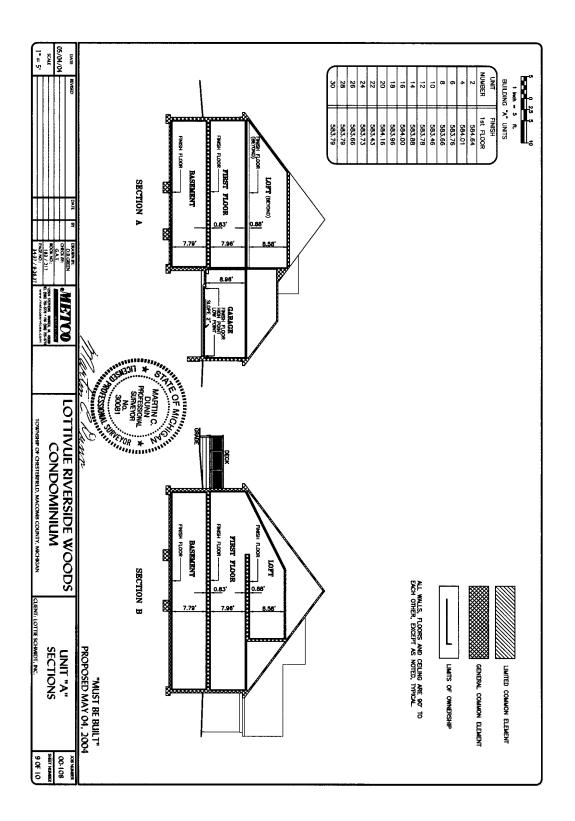
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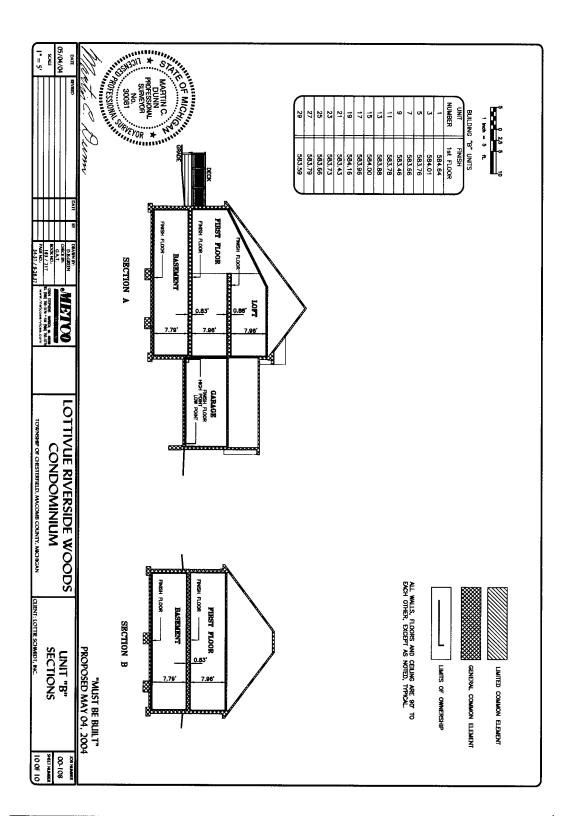


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### MASTER DEED

OF

### LOTTIVUE RIVERSIDE WOODS CONDOMINIUM

(Act 59, Public Acts of 1978 As Amended)

THIS MASTER DEED is made and executed by Lottie M. Schmidt, Inc., a Michigan corporation, hereinafter referred to as "Developer," whose address is 48400 Jefferson, Chesterfield, Michigan 48047, represented herein by Jeffrey A. Niemetta, who is fully empowered and qualified to act on behalf of the corporation, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act."

### WITNESSETH:

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

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Lottivue Riverside Woods Condominium as a Condominium Project under the Act and does declare that Lottivue Riverside Woods Condominium, hereinafter referred to as the "Condominium," "Project," or the "Condominium Project," shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Master Deed and Exhibits A and B hereto, all of which shall be deemed to run with the land and shall be a burden and benefit to the Developer, its successors, and assigns, and any persons acquiring or owning interests in the said real property, their grantees, successor, heirs, representatives, administrators, and assigns. In furtherance of the establishment of said Condominium Project, it is provided as follows:

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### ARTICLE I

### TITLE AND NATURE

The Condominium Project shall be known as Lottivue Riverside Woods Condominium, Macomb County Condominium Subdivision Plan No. 7.3%. The architectural plans for the Project are or will be approved by the Chesterfield Township Building Department. The Condominium Project is established in accordance with the Act. The buildings and Units contained in the Condominium, including the number, boundaries, dimensions, and area of each Unit therein are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each building contains individual Units for residential purposes and each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project as are designated by the Master Deed.

### ARTICLE II

### LEGAL DESCRIPTION

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

Part of lots 3 and 9 of "Supervisors Plat No. 14" part of Fractional Sections 22 and 23, and part of P.C. 342, Town 3 north, Range 14 east, Chesterfield Township, Macomb County, Michigan, as recorded in Liber 18 pages 42 and 43 of plats, Macomb County records, and being more particularly described as follows: Commencing at the intersection of the centerline of Jefferson Avenue (variable width) and the northeasterly line of P.C. 342, thence north 55 degrees 19 minutes 56 seconds west along the northeasterly line of P.C. 342, also being the centerline of Hooker Road (49.5 feet wide) 1274.63 feet; thence south 50 degrees 21 minutes 54 seconds west 25.71 feet to the southwesterly right-of-way line of said Hooker Road; thence south 50 degrees 21 minutes 24 seconds west 728.27 feet; thence south 55 degrees 19 minutes 56 seconds east 328.70 feet to the point of beginning: thence south 55 degrees 19 minutes 56 seconds east 271.30 feet; thence south 50 degrees 21 minutes 24 seconds west 110.00 feet; thence south 39 degrees 38 minutes 36 seconds east 121.00 feet to a non-tangent curve to the right; thence along a non-tangent curve to the right having; a radius of 186,00 feet, an arc length of 21,69 feet, a central angle of 06 degrees 40 minutes 53 seconds, a chord bearing of south 53 degrees 55 minutes 05 seconds west and a chord distance of 21.68 feet; thence south 32 degrees 44 minutes 28 seconds east 28.00 feet; thence south 39 degrees 38 minutes 36 seconds east 127.55 feet; thence south 45 degrees 57 minutes 12 seconds east 122.55 feet; thence south 50 degrees 21 minutes 24 seconds west 127.18 feet; thence south 44 degrees 06 minutes 33 seconds east 193.28 feet to the northwesterly right-of-way line of said Jefferson Avenue; thence south 50 degrees 21 minutes 24 seconds west along said northwesterly right-of-way 86.89 feet; thence north 39 degrees

38 minutes 25 seconds west 37.51 feet to a point of curve to the right; thence along a curve to the right having: a radius of 160.00 feet, an arc length of 66.97 feet, a central angle of 23 degrees 58 minutes 54 seconds, a chord bearing of north 27 degrees 39 minutes 09 seconds west and a chord distance of 66.48 feet to a reverse curve; thence along a curve to the left having: a radius of 90.00 feet, an arc length of 44.69 feet, a central angle of 28 degrees 26 minutes 51 seconds, a chord bearing of north 29 degrees 53 minutes 08 seconds west and a chord distance of 44.23 feet; thence north 44 degrees 06 minutes 33 seconds west 116.81 feet; thence south 45 degrees 53 minutes 27 seconds west 111.00 feet; thence north 44 degrees 06 minutes 33 seconds west 143.32 feet; thence north 26 degrees 27 minutes 32 seconds west 406.01 feet; thence north 41 degrees 07 minutes 42 seconds east 133.83 feet; thence north 34 degrees 40 minutes 04 seconds east 137.20 feet to the point of beginning, containing 4.490 acres more or less. Subject to any and all easements and rights-of-way or record or otherwise.

### ARTICLE III

### DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits A and B hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation, Corporate By-Laws, and Rules and Regulations of the Lottivue Riverside Woods Condominium Association, a Michigan non-profit Corporation, and Deeds, Mortgages, Liens, Land Contracts, Easements, and other instruments affecting the establishment of, or transfer of, interest in Lottivue Riverside Woods Condominium, as a Condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

- A. The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.
- B. "Association" shall mean the non-profit Corporation organized under Michigan Law of which all Co-owners shall be members, which Corporation shall administer, operate, manage, and maintain the Condominium. Any action required of or permitted by the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.
- C. "Association By-Laws" means the Corporate By-Laws of Lottivue Riverside Woods Condominium Association, the Michigan non-profit Corporation organized to manage, maintain, and administer the Condominium.
- D. "Builder" or "Residential Builder" means the Developer who is the licensed residential builder constructing all Units in Lottivue Riverside Woods Condominium.
- E. "Common Element" where used without modification shall mean both the General and Limited Common Elements described in Article IV hereof.

- F. "Condominium By-Laws" means Exhibit A hereto, being the By-Laws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(8) of the Act to be recorded as part of the Master Deed.
- G. "Condominium Documents," wherever used, means and includes this Master Deed and Exhibits A and B hereto, the Articles of Incorporation, By-Laws, and Rules and Regulations, if any, of the Association, and any amendments thereto.
- H. "Condominium Premises" means and includes the land, all improvements and structures thereon, and all easements, rights, and appurtenances belonging to Lottivue Riverside Woods Condominium, as described above.
- I. "Condominium Project," "Condominium," or "Project" means Lottivue Riverside Woods Condominium as a Condominium Project established in conformity with the provisions of the Act.
  - J. "Condominium Subdivision Plan" means Exhibit B hereto.
- K. "Consolidating Master Deed" means the final amended Master Deed which shall describe Lottivue Riverside Woods Condominium as a completed Condominium Project and shall reflect the entire land area added to the Condominium from time to time under Article VI hereof and all Units and Common Elements therein, and which shall express percentages of value pertinent to each Unit as finally readjusted. Such Consolidating Master Deed, when recorded in the office of the Macomb County Register of Deeds, shall supersede the previously recorded Master Deed and all Amendments thereto for Lottivue Riverside Woods Condominium.
- L. "Co-owner" means a person, firm, corporation, partnership, association, trust, limited liability company, land contract vendee if the land contract so provides, other legal entity or any combination thereof who or which own one (1) or more Units in the Condominium Project. The term "Owner," wherever used, shall be synonymous with the term "Co-owner."
- M. "Developer" shall mean Lottie M. Schmidt, Inc., which has made and executed this Master Deed, and its successors and assigns.
- N. "Expansion Project" or "Expansion Condominium" means a Condominium Project to which additional land may be added pursuant to express provision in the Condominium Documents and the Act.
- O. "Phase" means a portion of a Condominium Project all developed at the same time and created by the same original Master Deed or subsequent Amendment.
- P. "Sales Period" or "Development and Sales Period" means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any Unit which it offers for sale or for so long as the Developer continues to construct, proposes to construct or has the possibility of constructing any additional Units under the Condominium documents.

### Liber 011210 Page 00063

- Q. "Size" means the floor areas of the Units as shown on the Condominium Subdivision Plan, which is Exhibit B, and does not include the basement, garage or lofts.
- R. "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 exceeds the votes which may be cast by the Developer.
- S. "Unit" or "Condominium" each mean the enclosed space constituting a single complete residential Unit in Lottivue Riverside Woods Condominium as such space may be described on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" which is defined in the Act.

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

### **ARTICLE IV**

### **COMMON ELEMENTS**

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

### A. The General Common Elements are:

- 1. The land and beneficial easements described in Article II hereof including driveways, roads, sidewalks, signage and parking spaces, not identified as Limited Common Elements, if any; other than that portion thereof described in Article V, Section A and Exhibit B hereto as constituting the Condominium Units and their appurtenant Limited Common Elements, provided however, that the Association or Developer may, in its discretion, assign General Common Element parking spaces to individual Co-owners on an equitable basis by Amendment of the Master Deed and the Condominium Subdivision Plans to depict the parking as a Limited Common Element.
- 2. The electrical wiring network throughout the Project, including that contained within Unit walls, up to the point of connection with, but not including, electrical fixtures, plugs, and switches within any Unit.
- 3. The gas line network throughout the Project, including that contained within Unit walls, up to the point of connection with gas fixtures within any Unit.
- 4. The telephone and cable T.V. wiring network throughout the Project up to the point of entry to each Unit.

- 5. The water distribution system, if any, throughout the Project, including that contained within Unit walls or floors, up to the point of connection with plumbing fixtures within any Unit.
- 6. The sanitary sewer system throughout the Project, including that contained within Unit walls or floors, up to the point of connection with plumbing fixtures within any Unit.
- 7. The storm sewer system, including any retention basins, throughout the Project or outside of the Project shared by all of the Condominiums of Lottivue Riverside Community.
- 8. The foundations, supporting columns, basement walls, Unit perimeter walls (but not including windows and doors therein) roofs, ceiling and floor construction, and chimneys.
- 9. Such other elements of the Project, not herein designated as General or Limited Common Elements, which are not enclosed within the boundaries of a Unit, and which are intended for common use or necessary to the existence, upkeep, and safety of the Project.
- 10. Some or all of the utility, telephone, and cable T.V. systems, if any, may be owned by the local public authority or by the company that is providing the respective service. Such systems, if and when constructed, shall be General Common Elements only to the extent of the Co-owners' interest therein, and the Developer makes no warranty whatever with respect to the nature or extent of such interest.

### B. The Limited Common Elements are:

- 1. The porches, courtyards, patios or decks, if any, adjoining each Unit shall be subject to the exclusive use and enjoyment of the Co-owner of such Unit.
- 2. Any attic storage is limited to the exclusive use of the Unit through which access to that attic storage is obtained.
- 3. Ceiling and floor surfaces, windows, screens, doors, and the interior surfaces of perimeter walls contained within a Unit or garage shall be subject to the exclusive use and enjoyment of the Co-owner of such Unit.
- 4. The driveway immediately in front of each Unit as shown on Exhibit B hereto is restricted in use to the Co-owner of the Unit to which it shall be appurtenant.
- 5. The hot water heater, furnace, air conditioner compressor, sump pump, and related equipment, if any, are restricted in use to the Co-owner of the Unit which such item services.
- 6. The garage with garage door, garage door opener, and related hardware, as shown on Exhibit B hereto, is restricted and limited in use to the Co-owner of the Unit which bears a corresponding number.

- C. The respective responsibilities for the maintenance, decoration, repair, and replacement of the Common Elements are as follows:
- 1. The costs of decoration and regular maintenance of all items referred to in Article IV, B-3 above shall be borne by the Co-owners of each Unit to which such Limited Common Elements are appurtenant. The Association shall bear the costs of major repair or replacement of these items, except in cases of fault of the Co-owner, its guest, invitee, family member, or pet, in which case that Co-owner shall be responsible for such costs. In the event of fire or casualty loss, the Association shall pay for repairs to all surfaces referred to above including standard redecorating.
- 2. The costs of maintenance, repair, and replacement of each hot water heater, furnace, air conditioner, compressor and sump pump and related equipment, if any, described in Article IV, B-5 above, shall be borne by the Co-owner of the Unit to which such Limited Common Element is appurtenant.
- 3. The costs of maintenance, repair and replacement of any garage door opener, hardware, or door described in Article IV, B-6, above, shall be borne by the Co-owner of the Unit to which such Limited Common Element is appurtenant.
- 4. The costs of maintenance, repair, and replacement of all General and Limited Common Elements other than as described above shall be borne by the Association, unless necessitated by the act or neglect of any Co-owner, their guest, invitee, family member or pet in which case the Co-owner shall be responsible.
- 5. No Co-owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements.
- 6. The Board of Directors shall have the authority to establish the standards of repair maintenance and replacement for any of the above items which are the responsibility of the Co-owner. If the Co-owner should fail to meet that standard the Association shall have the right but not the duty to perform that decoration, maintenance, repair or replacement and charge the cost of same to the responsible Co-owner or take whatever other action is necessary for enforcement of this provision.
- 7. In the event that a Co-owner installs any improvement to his Unit or conducts another activity which causes an increase in the cost of maintenance, repair and replacement for the Association then the Co-owner shall be responsible for that increase in cost which costs shall be collected as the assessments provided for herein and in the Condominium By-Laws.
- 8. In the event that the Association shall at any time fail to maintain the storm water facilities in reasonable condition and order, the Township of Chesterfield may serve written notice upon the Association and/or upon any Co-owners, setting forth the manner in which the Association has failed to maintain the storm water facilities in reasonable condition,

and said notice shall include a demand that deficiencies of maintenance be cured within thirty (30) days thereof, and further, shall state the date and place of hearing thereon, before the Township Board of Trustees or such other board(s), bodies, or officials to whom the Township shall designate such responsibility, which shall be held within fifteen (15) days of the notice. At such hearing, the Township may modify the terms of the original notice as to the deficiencies and may give an extension of time within which they shall be cured. If the deficiencies set forth in the original notice, or in the modification thereof, shall not be cured within the said 30 days or any extension thereof, the Township, in order to prevent the storm water facilities from becoming a public nuisance, may enter upon the storm water facilities and maintain same for a period of up to one (1) year. Said maintenance by the Township shall not constitute a taking, nor vest in the public any additional right to use the same.

Before the expiration of the said year, the Township shall, upon its own initiative, or upon the request of the Association, call a public hearing upon notice to the Association and/or any Co-owners, at which hearing the Association and/or the Co-owners shall show cause why such maintenance by the Township shall not, at the election of the Township, continue for a succeeding year. If the Township shall reasonably determine that the Association and/or Co-owners are ready, willing and able to maintain the storm water facilities in reasonable condition, the Township shall cease to maintain the storm water facilities at the end of said year. If the Township shall reasonably determine that the Association is not ready, willing, and able to maintain the storm water facilities during the next succeeding year, and subject to a similar hearing and determination, in each year thereafter, the Township may continue to enter upon said storm water facilities and maintain the same. However, should an emergency threatening the public health, safety and general welfare of the public be determined by the Township to exist, the Township shall have the right to take immediate corrective action.

The reasonable cost of such maintenance by the Township shall be charged to the Association and/or Co-owners as their interests exist, and if not pald, shall be assessed against the Association and any Co-owners, as their interest exist. This assessment shall become a lien on those properties if unpaid. In addition, the Township shall be subrogated, at its option, to the Association as to all of its rights of collection for any lien as may be herein provided. At the election of the Township, any assessment levied pursuant to this section, may be levied as a special assessment district.

### ARTICLE V

### UNIT DESCRIPTION AND PERCENTAGE OF VALUE

A. Each Unit in the Project is described in this paragraph with reference to the Subdivision and Site Plan of Lottivue Riverside Woods Condominium as prepared by Martin Dunn of Metco Services, Registered Engineer, and attached hereto as Exhibit B. Each Unit shall include: (1) with respect to each Unit basement, all that space contained within the unpainted surfaces of the basement floor and walls and the uncovered underside of the first floor joists, and (2) with respect to the floors of the Units other than basements, all that space contained within the interior finished unpainted walls and ceilings and from the finished sub-floor all as shown on the floor plans and sections in Exhibit B hereto and delineated with heavy outlines. The dimensions shown on basement and foundation plans on Exhibit B have been or will be physically measured by Martin Dunn of Metco Services. Building elevations are shown

in detail in architectural plans and specifications on file with the Chesterfield Township Building Department.

B. The percentage of value assigned to each Unit is set forth in sub-paragraph C below. The percentages of value were computed on the basis of the relative sizes exclusive of garages, basement and loft areas of the Units with the resulting percentages reasonably adjusted to total one hundred percent (100%). The percentage of value assigned to each Unit shall be determinative of such Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and expenses of administration, and the value of such Co-owner's vote at all meetings of the Association of Co-owners. The total value of the Project is one hundred (100%) percent. The percentage of value allocated to each Unit may be changed only with the prior written approval of each institutional holder of a first mortgage lien on any Unit affected and the Co-owner of that Unit, along with the sixty-six and two-thirds percent (66 2/3%) consent in value of all Co-owners expressed in an Amendment to this Master Deed duly recorded, except as provided in this Master Deed otherwise.

### C. Set forth below are:

- 1. Each Unit number as it appears on the Condominium Subdivision Plan.
- 2. The percentage of value assigned to each Unit,

	PERCENTAGE OF		PERCENTAGE OF
<u>UNIT NUMBER</u>	VALUE ASSIGNED	<u>UNIT NUMBER</u>	VALUE ASSIGNED
1	4.922	11	4.922
2	5.078	12	5,078
3	4,922	13	4.922
4	5.078	14	5.078
5	4.922	15	4.922
6	5.078	16	5.078
7	4.922	17	4.922
8	5.078	18	5.078
9	4.922	19	4.922
10	5.078	20	5.078

### ARTICLE VI

### EXPANSION OF CONDOMINIUM

A. The Condominium Project established pursuant to the initial Master Deed of Lottivue Riverside Woods Condominium and consisting of 20 Units is intended to be the first phase of an expandable Project to contain in its entirety not more than 80 residential Units. Additional Units, if any, will be constructed upon all or some portion of the following described land, hereinafter referred to as "area of future development."

Part of lot 9 of "Supervisors Plat No. 14" part of Practional Sections 22 and 23, and part of P.C. 342, Town 3 north, Range 14 east, Chesterfield Township, Macomb County,

Michigan, as recorded in Liber 18 pages 42 and 43 of plats, Macomb County records, and being more particularly described as follows: Commencing at the intersection of the centerline of Jefferson Avenue (variable width) and the northeasterly line of P.C. 342, thence north 55 degrees 19 minutes 56 seconds west along the northeasterly line of P.C. 342, also being the centerline of Hooker Road (49.5 feet wide) 1274.63 feet; thence south 50 degrees 21 minutes 24 seconds west 25.71 feet to the southwesterly right-of-way line of said Hooker Road; thence south 50 degrees 21 minutes 24 seconds west 728.27 feet to the point of beginning: thence south 55 degrees 19 minutes 56 seconds east 328.70 feet; thence south 34 degrees 40 minutes 04 seconds west 137.20 feet; thence south 41 degrees 07 minutes 42 seconds west 133.83 feet; thence north 55 degrees 19 minutes 56 seconds west 112,79 feet; thence north 77 degrees 43 minutes 37 seconds west 66.64 feet; thence south 87 degrees 47 minutes 52 seconds west 12.85 feet thence north 00 degrees 29 minutes 56 seconds west 135.06 feet; thence north 02 degrees 16 minutes 05 seconds west 56.88 feet; thence north 03 degrees 23 minutes 06 seconds east 58.49 feet; thence north 29 degrees 20 minutes 23 seconds east 50.43 feet; thence north 55 degrees 36 minutes 57 seconds east 50.54 feet to the point of beginning. Containing 1.901 acres more or less (82,792 sq. ft. ±) Subject to and together with an easement for water main recorded in Liber 10477 Page 441, an easement for sanitary sewer as recorded in Liber 10477 Page 447, an easement for storm sewer and surface drainage as recorded in Liber 10477 Page 452, also subject to any and all other easements and rightsof-way of record or otherwise.

- B. Therefore, any other provisions of this Master Deed notwithstanding the number of Units in the Project may, at the option of the Developer, from time to time, within a period ending no later than six (6) years from the recording of this Master Deed, be increased by the addition to this Condominium of any portion of the area of future development and the construction of residential Units thereon.
- C. Nothing herein contained shall in any way obligate the Developer to enlarge the Condominium Project beyond the phase established by this Master Deed and the Developer, may in its discretion, establish all or a portion of said area of future development as a rental development, a separate Condominium Project, or any other form of development. There are no restrictions on the election of the Developer to expand the Project other than as explicitly set forth herein. There is no obligation on the part of the Developer to add to the Condominium Project all or any portion of the area of future development described in this article, nor is there any obligation to add portions thereof in any particular order nor to construct particular improvements in any specific location.

### **ARTICLE VII**

### SUBDIVISION, CONSOLIDATION AND OTHER MODIFICATIONS OF UNITS

Notwithstanding any other provision of the Master Deed or the By-Laws, Units in the Condominium may be subdivided, consolidated, modified and the boundaries relocated, in accordance with Sections 48 and 49 of the Act, applicable zoning regulations, and this article; such changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

- A. By Developer. Developer reserves the sole right during the Sales Period and without the consent of any other Co-owner or any mortgagee of any Unit to:
- 1. Subdivide or re-subdivide any Unit which it owns, consolidate under single ownership two or more Units which are located adjacent to one another, and relocate any boundaries between adjoining Units separated only by Unit perimeters or other Common Elements not necessary for the reasonable use of Units other than those subject to the relocation if those Co-owners consent.
- 2. Install utility conduits and connections and any other improvements reasonably necessary to affect the modification, any or all of which may be designated by the Developer as General or Limited Common Elements. Such installation shall not disturb any utility connections serving Units other than temporarily.
- 3. Such subdivision or re-subdivision of Units, consolidation of Units and relocation of boundaries of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of Developer, its successors or assigns.
- 4. In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from such subdivision, or consolidation shall be separately identified by number.

### B. By Co-owners. One or more Co-owners may undertake:

- 1. The Co-owner of a Unit may subdivide his Unit upon request to the Association in accordance with Section 49 of the Act. Upon receipt of such request, the president of the Association shall cause to be prepared an amendment to the Master Deed, duly subdividing the Unit, separately identifying the resulting Units by number or other designation, designating only the Limited or General Common Elements in connection therewith, and reallocating the percentages of value in accordance with the Co-owner's request.
- 2. Co-owners of adjoining Units may relocate boundaries between their Units or eliminate boundaries between 2 or more Units upon written request to the Association in accordance with Section 48 of the Act. Upon receipt of such request, the president of the Association shall cause to be prepared an amendment to the Master Deed duly relocating the boundaries, identifying the Units involved, reallocating percentages of value and providing for conveyancing between or among the Co-owners involved in relocation of boundaries.
- 3. The Co-owners requesting modification shall bear all costs of such amendment. Such modification shall not become effective, however, until the amendment to the Master Deed has been recorded in the office of the Macomb County Register of Deeds.
- C. <u>Limited Common Elements</u>. Limited Common Elements shall be subject to assignment and reassignment in accordance with Section 39 of the Act and in furtherance of the rights to subdivide, consolidate or relocate boundaries described in this article.

### ARTICLE VIII

### **OPERATIVE PROVISIONS**

Any expansion or modification of the Project pursuant to the Articles above shall be governed by the provisions as set forth below.

- A. Such modification of this Condominium Project shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer or the Association, as the case may be, and shall provide that the percentages of value set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of 100% for the entire Project resulting from such amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of the Developer unless after the Sales Period in which case by the Association Board of Directors. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project.
- B. Such amendments to the Master Deed shall also contain such further definitions and re-definitions of Common Elements as may be necessary to adequately describe, serve and provide access to any such parcels being added to the Project or Units being created or modified by such amendments. In connection with any such amendments, the Developer shall have the right to change the nature of any Common Elements previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, including but not limited to, the connection of roadways and sidewalks in the Project to any roadways and sidewalks that may be located on, or planned for any area of future development area, and to provide access to any Unit that is located on, or planned for any area of future development from the roadways and sidewalks located in the Project.
- C. The Developer further reserves the right to amend and alter the floor plans and/or elevations of any buildings and/or Units described in the Condominium Subdivision Plan attached hereto. The nature and appearance of all such altered buildings and/or Units shall be determined by the Developer in its sole judgment; but such altered buildings and/or Units shall be reasonably compatible with the existing structures in the Project, as determined by the Developer in its sole discretion, subject only to approval of the Township of Chesterfield. No Unit shall be created as part of this Condominium within the area of future development that is not restricted exclusively to a residential use.
- D. If the Developer has not completed development and construction of the entire condominium project including proposed improvements during a period ending ten (10) years from the date of commencement of construction by the Developer, then the Developer, or its successors or assigns shall have the right to withdraw from the project all undeveloped portions of the Project without prior consent of anyone else. With respect to expansion, contraction or convertability this time period is six (6) years from the date the Developer last exercised its rights with respect to either expansion, contraction or convertability. The undeveloped portions of the project withdrawn shall also automatically be granted easements for utility and access purposes through the condominium project for the benefit of that undeveloped portion of the project. If these portions are not withdrawn before the expiration of the above time periods then

those lands remain part of the condominium as a general common element and all right to construct Units upon that land shall cease. In such an event it may become necessary to adjust the percentages of the value as a result of fewer Units existing.

- E. A Consolidating Master Deed shall be recorded pursuant to the Act no later than one (1) year after completion of construction of the Project as determined by the Developer in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.
- P. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be proposed by the Developer to effectuate the purposes of this article and to any proportionate reallocation of percentages of value of existing Units which the Developer may determine necessary in conjunction with such amendments. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

### ARTICLE IX

### MASTER ASSOCIATION

Lottivue Riverside Woods Condominium Association shall become a part of Lottivue Riverside Community, a Michigan non-profit corporation made up of all of the residential condominium associations with the contiguous residential condominiums who use the same entryway, Au Sable Drive and the same stormwater system. This Community Association shall have control over what maintenance, surfacing, repair, replacement activities occur on that road and to that stormwater system, entry signage, as well as that area of the Lottivue Riverside Community located between the berm and curb along Jefferson Avenue shared proportionately based on the number of residential units or sites in each of their respective associations. Lottivue Riverside Woods Condominium Association shall be obligated to pay its pro-rata share of expenses for those areas as decided by Lottivue Riverside Community which expenses shall become expenses of administration provided by under Article II of the Exhibit A Condominium By-Laws. Non-use of any of these areas shall not excuse Lottivue Riverside Woods Condominium Association from paying their pro-rata share of the expenses associated with those elements.

### ARTICLE X

### **EASEMENTS**

Easement For Maintenance Of Encroachments.

In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling, or moving of a building or due to survey errors or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings, improvements, and walls (including interior Unit walls) contained therein for the continuing maintenance and repair of all utilities and Common Elements in the Condominium. There shall exist easements of support with respect to any Unit interior wall which supports a Common Element.

### B. Easements Retained By Developer.

- 1. Developer reserves for the benefit of itself, its successors, and assigns, an easement for the unrestricted connection to and use of all roads and walkways in the Condominium for the purpose of ingress and egress to and from all or any portion of the parcel described in the Articles captioned as "Expansion of Condominium". All expenses of maintenance, repair, replacement, and resurfacing of any road referred to in this Article shall be shared by this Condominium and any developed portions of the contiguous land described in Articles entitled "Expansion of Condominium" whose closest means of access to a public road is over such road or roads. The Co-owners of this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses, which share shall be determined by multiplying such expenses times a fraction the numerator of which is the number of dwelling Units in this Condominium and the denominator of which is comprised of the number of such Units plus all other Units in the adjoining land described in Articles entitled "Expansion of Condominium" whose closest means of access to a public road is over such road. The balance of the expenses shall be paid by the adjoining land owners on a similar basis.
- 2. Developer also hereby reserves for the benefit of itself, its successors, its assigns, and all future owners of the land described in Articles captioned as "Expansion of Condominium" or any portion or portions thereof, perpetual easements to utilize, tap, tie into, service, maintain, extend, and enlarge all utility mains located on the Condominium Premises, including, but not limited to, water, electric, gas, communications, storm, and sanitary sewer mains. In the event Developer, its successors, or assigns, utilizes, taps, ties into, extends, or enlarges any utilities located on the Condominium Premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying-in, extension, or enlargement. If the Developer, its successors or assigns, do utilize tap, tie-in, extend, or enlarge any utilities as outlined above, the Developer, its successors or assigns, agree to pay a proportionate share of the maintenance, repair and replacement of any such utilities, sharing the cost of same with the owners of any other Units utilizing those utility mains, based upon the ratio of Units using the main in this Condominium, to all Units using the main, similar to the calculation under B-I above.
- 3. The Developer reserves for itself, its successors and assigns, the power to convey and dedicate any roads in the Project to the public for all public road purposes. Developer also reserves the right to grant easements for utilities to appropriate government agencies and/or public utility companies and to transfer title of utilities to governmental agencies or utility companies. Private rights of the Developer, Co-owners, Mortgagees and Association

in any road right-of-way or utilities, conveyed or dedicated, shall terminate upon such conveyance or dedication, to the appropriate public road agency for public road purposes, or to the appropriate utility company or government agency. Such dedication or conveyance shall be reflected by an appropriate amendment to the Master Deed and Subdivision Plan and recorded in the Macomb County Register of Deeds Office. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time, shall be deemed to have irrevocably and unanimously consented to such amendment or amendments to effectuate the foregoing.

### C. Grant of Easements By Association.

- 1. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, dedications, rights-of-entry, and rights-of-way over, under, and across, the Condominium Premises for utility purposes, access purposes, or other lawful purposes as may be necessary for the benefit of the Condominium or for the benefit of any other land described in the Article entitled "Expansion of Condominium" hereof; subject, however, to the approval of the Developer so long as the Sales Period has not expired. No easements created under the Condominium Documents may be modified, nor may any of the obligations with respect thereto be varied, without the consent of each person benefitted thereby.
- 2. The intent of this provision is to avoid any problems associated with roads and/or utilities required for the overall benefit of all co-owners which could be interfered with by the refusal of a single co-owner whose undivided interest in these common elements could be interpreted to allow the non-conveyance of a property interest that is for the benefit of all. Notice requirements of such dedication actions by the Condominium Association shall be strictly complied with. Certified mail notice would be required to all co-owners before any such action is taken to assure that the Association has full advisory input from the co-owners before any actions are undertaken.
- 3. Upon an affirmative vote of not less than fifty-one (51%) percent of all Co-owners, the Association shall be vested with the power and authority to sign petitions requesting establishment of a special assessment district pursuant to provisions of applicable Michigan Statutes for improvements of water, sewer and roads within or adjacent to the Condominium premises. In the event that a special assessment improvement project is established pursuant to applicable Michigan law, the collective costs assessable to the Condominium premises as a whole shall be borne by the Co-owners prorata according to their percentages of value as specified in Article V hereof.

### D. Easements for Construction, Maintenance, Repair, and Replacement.

The Developer, Association, and all public or private utilities shall have such easements as may be necessary over the Condominium Premises, including all Units and Common Elements to fulfill any responsibilities of construction, maintenance, repair, decoration, or replacement which they, or any of them, are required or permitted to perform under the Condominium Documents, or by law.

### B. Easement for Governmental Access.

Notwithstanding any other provision contained in this Master Deed, the following easements, licenses, rights and privileges are granted to the officers, employees and agents of the Township of Chesterfield with respect to the Condominium Project. These easements, licenses, rights and privileges shall not be modified or rescinded without the express written permission of the Township of Chesterfield.

- 1. The officers, employees, and agents of the Township of Chesterfield are granted a permanent non-exclusive easement for the unrestricted use of all roads, walkways or pathways, utility easements and Common Elements the purpose of ingress, egress, inspection for public purposes, access to utility easements, including but not limited to water, sanitary sewer, storm water sewer, electric, gas and communications easements.
- 2. The officers, employees, and agents of the Township of Chesterfield are granted a permanent non-exclusive easement over, under and across all roads, walkways or pathways, utility easements and Common Elements for the purpose of construction, extension, relocation, maintenance, repair, replacement and removal of utilities, including but not limited to water, sanitary sewer, storm water sewer, electric, gas and communications utilities.
- 3. The officers, employees, and agents of the Township of Chesterfield are granted a non-exclusive easement over Common Elements and Units, for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulances and rescue services and other lawful governmental or private emergency services to the Condominium Project and Co-owner thereof. This grant of easement shall in no way be construed as a dedication of any streets, roads, or driveways to the public.

### F. Sanitary Sewer and Water Supply Easement.

The successors, assigns and transferees of the Township of Chesterfield, (collectively referred to as "Grantee"), shall have a perpetual and permanent easement in, over, under and through the Condominium Premises, which easement may not be amended or revoked except with the written approval of Grantee, and which is subject to the following terms and conditions, and grants to them the following rights:

- 1. The easement shall be for the purpose of developing, establishing, constructing, repairing and maintaining the sanitary sewer and water supply system or related appurtenances in any size, form, shape or capacity.
- 2. No Co-owner in the Condominium shall build or convey to another any permission to build any permanent structures on the said casements.
- 3. No Co-owner in the Condominium shall build or place on the area covered by the easement any other type of structure, fixture or object, or engage in any activity, or take any action, or convey any property, interest or right that would in any way threaten or actually impair, obstruct or adversely affect the rights of Grantee under said easements.

4. The Grantee and its agents, contractors and designated representatives shall have right-of-entry on, and to gain access to, the easement property.

All Co-owners in the Condominium complex release Grantee and its successors, assigns or transferees from any and all claims to damages in any way arising from or incident to the construction and maintenance of a sanitary sewer and water supply system or otherwise arising from or incident to the exercise by Grantee of its rights under the said easement, and all Co-owners covenant not to sue Grantee for any such damages.

The rights granted to the Township of Chesterfield and their successors and assigns, under this Section of the Master Deed may not, however, be amended without their express written consent. Any purported amendment or modification of the rights granted thereunder shall be void and without legal effect unless agreed to in writing by the Grantee, its successors or assigns.

### G. Utility Easements.

Easements for gas, electric, water, sewer, storm and communication systems shall exist as shown on the Condominium Subdivision Plan, which is Exhibit B to the Master Deed.

### ARTICLE XI

### AMENDMENT

This Master Deed and the Condominium Subdivision Plan (Exhibit B to said Master Deed) may be amended with the consent of not less than sixty six and two-thirds percent (66 2/3%) of the Co-owners, entitled to vote as of the record date, except as hereinafter set forth:

- A. No Unit dimensions or the responsibilities for maintenance, repair or replacement thereof, or the nature or extent of the Limited Common Elements appurtenant thereto, or responsibility for maintenance, repair or replacement thereof, be modified without the consent of the Co-owner of such Unit.
- B. Whenever a proposed amendment would materially alter or change the rights of mortgagees, generally, then such amendment shall require the approval of two-thirds (2/3) of all mortgagees, allowing one vote for each mortgage held. Mortgagees are not required to appear at any meeting of Co-owners and their approval shall be solicited through written ballot. Any mortgagee ballots not returned within ninety (90) days of mailing shall be counted as approval.
- C. During the Sales Period, and up to one (1) year thereafter, the Developer may, without the consent of any Co-owner or any other person, amend this Master Deed and the Plans, 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 By-Laws, attached hereto as Exhibit A, as do not materially affect any rights of any Co-owner or mortgagee in the Project. No Unit which is subject to a binding Purchase Agreement or has been sold shall be modified without the written consent of that Purchaser and their Mortgagee, if any. If the amendment requires readjustment of the percentages of value for all Units, the Developer shall

compute that adjustment on the same basis as the original percentages of value were determined as set forth in Article V. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Condominium from time to time, shall be deemed to have unanimously consented to such amendment or amendments to this Master Deed to effectuate the foregoing, and they irrevocably appoint Developer or its successors and assigns as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. The effect of modifications and amendments made for the benefit of all mortgage lenders generally to satisfy any primary or secondary institutional mortgage loan lenders shall be presumed to be an immaterial change.

- D. 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 or any provisions relating to the ability or terms under which a Co-owner may rent a Unit, be modified without like consent, except as provided in Article V, Section 6(c) of the Condominium By-Laws and except as provided in the Articles captioned as "Expansion of Condominium," "Subdivision, Consolidation and Other Modification," or "Operative Provisions," hereof.
- E. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of at least eighty percent (80%) of all Co-owners and eighty percent (80%) of all mortgagees (allocating one vote for each mortgage held).
- F. The Developer may, with the consent of a majority of the members of the Advisory Committee, amend this Master Deed and the Condominium By-Laws attached hereto, to extend the date of the First Annual Meeting of Members.
- G. During the Sales Period, the Condominium documents, both Master Deed and Exhibits A and B, shall not be amended, nor the provisions thereof modified, nor the Condominium terminated, vacated, revoked or abandoned without the written consent of the Developer.
- H. The Developer may, with the consent of a majority of the members of the Advisory Committee (or, subsequent to the Transitional Control Date, the consent of a majority of the Co-owner members), amend this Master Deed to extend the date of amending the Master Deed to allow for expansion of the Condominium Project as set forth in the Article entitled "Expansion of Condominium".
- I. No amendments shall be made to the Master Deed or By-Laws that in any way affects The Charter Township of Chesterfield without the prior written consent of The Charter Township of Chesterfield, and no changes shall be made to the Common Elements that involve the water main, storm sewer or sanitary sewer without likewise approval.

### **ARTICLE XII**

### **ASSIGNMENT**

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

Dated: 12-4-01	
WITNESSES:	Lottie M. Schmidt, Inc.
Charles Stall	allandremella
Jan Ma Daleile	By: Jethey A Niemetta Its: Secretary Treasurer
Janed M Opalewski	
STATE OF MICHIGAN	·
COUNTY OF MACOMB)	
On this 474 day of becambe	, 2001, the foregoing Master Deed was

CHERYCL STATE O, Notary Public ACTING IN MICE AND County, Michigan My Commission Expires: 12/12/03

Drafted By and Return To:

M. Schmidt, Inc.

James P. Babcock, Attorney at Law 21610 Eleven Mile Road, Suite One St. Clair Shores, Michigan 48081 (586) 445-1660 014

### EXHIBIT A

### CONDOMINIUM BY-LAWS

### LOTTIVUE RIVERSIDE WOODS CONDOMINIUM

### ARTICLE I

### ASSOCIATION OF CO-OWNERS

Section 1. Lottivue Riverside Woods Condominium, a residential Condominium Project located in the Township of Chesterfield, Macomb County, Michigan, shall be administered by an organization of Co-owners, which shall be a non-profit Corporation, hereinafter referred to as the "Association," organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation, and administration of the Common Elements, property, easements, and affairs of the Condominium Project in accordance with the Master Deed, these By-Laws, the Articles of Incorporation, By-Laws, and any duly adopted Rules and Regulations of the Association, and the laws of the State of Michigan. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

Section 2. Membership in the Association and voting by members of the Association shall be in accordance with the following provisions:

- (a) Each Co-owner shall be a member of the Association and no other person or entity shall be entitled to membership. Membership in the Association shall be limited to persons or entities who own one (1) or more Units in the Condominium Project.
- (b) The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged, or transferred in any manner except as an appurtenance to his Unit in the Condominium.
- (c) Except as limited in these By-Laws, each Co-owner(s) (of each Unit, irrespective of the number of Co-owners of that Unit) shall be entitled to one (1) vote for each Condominium Unit owned, the value of which shall equal the total of the percentages allocated to the Unit owned by such Co-owner as set forth in Article V of the Master Deed.
- (d) No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. Except as required by Section 52 of the Act, no Co-owner, other than the Developer, shall be entitled to vote prior to the First Annual Meeting of Members held in accordance with Section 7 of this Article I. The vote of each Co-owner may only be cast by the representative designated by such Co-owner in the notice required in sub-paragraph (e) below or by a proxy given by such individual representative. The Developer shall be

entitled to vote for each Unit which it owns as long as it is paying any share of monthly expenses required in Article II, Section 8 hereof.

- (e) Each Co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-owner. Such notice shall state the name, address and telephone number of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Co-owner, and the name, address and telephone number of each person, firm, Corporation, Partnership, Association, Trust, or other entity who is the Co-owner. The individual representative designated may be changed by the Co-owner at any time by filing a new notice in the manner herein provided.
- (f) There shall be an annual meeting of the members of the Association commencing with the First Annual Meeting held as provided in Section 7 of this Article I. Other meetings may be provided for in the Association By-Laws. Notice of time, place, and subject matter of all meetings as provided in the Association By-Laws, shall be given to each Co-owner by mailing the same to each individual representative designated by the respective Co-owners.
- (g) The presence, in person or by proxy, of thirty-five percent (35%) of the Coowners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association except for voting on questions specifically required herein to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of quorum with respect to the question upon which the vote is cast.
- (h) Votes may be cast in person or by proxy or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association.
- (i) A majority, except where otherwise provided herein, shall consist of more than fifty percent (50%) of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth of designated voting representatives present in person or by proxy, or by written ballot, if applicable, at a given meeting of the members of the Association.
- (j) Other provisions as to voting by members, not inconsistent with the provisions herein contained, may be set forth in the Association By-Laws.

Section 3. 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 annually a financial statement, the contents of which shall be defined by the Association. The books of account shall be reviewed by an independent accountant annually. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefor. The costs of any review and any accounting expenses shall be expenses of administration. The Association also shall maintain on file current copies of the Master Deed for the Project, any Amendments thereto, and all other Condominium Documents and shall permit all Co-owners, prospective purchasers, existing mortgagees, and prospective mortgagees interested in the Project to inspect the same during reasonable hours.

Section 4. The affairs of the Association shall be governed by a Board of Directors all of whom shall serve without compensation and who must be members of the Association, except for the First Board of Directors designated in the Articles of Incorporation of the Association and any successors thereto which shall be appointed by the Developer prior to the First Annual Meeting. The number, terms of office, manner of election, removal and replacement, meeting, quorum and voting requirements, and other duties or provisions of or relating to directors not inconsistent with the following, shall be provided by the Association By-Laws.

- (a) The Board of Directors shall have all powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by the Co-owners. In addition to the foregoing general duties imposed by these By-Laws, or any further general duties which may be imposed by resolution of the members of the Association or which may be set forth in the Association By-Laws, the Board of Directors shall be responsible and have the authority specifically for the following:
  - (1) Management and administration of the affairs of and maintenance of the Condominium Project and the Common Elements thereof.
  - (2) Levying and collecting assessments from the members of the Association and using the proceeds thereof for the purposes of the Association.
  - (3) Carrying insurance and collecting and allocating the proceeds thereof.
  - (4) Rebuilding improvements after casualty.
  - (5) Contracting for and employing persons, firms, Corporations, or other agents to assist in the management, operation, maintenance, and administration of the Condominium Project.
  - (6) Acquiring, maintaining, improving, buying, operating, managing, selling, conveying, assigning, mortgaging, or leasing any real or personal property

(including any Unit, Common Element, easement, right-of-way, and license) on behalf of the Association in furtherance of any of the purposes of the Association, including (but without limitation) the lease or purchase of any Unit in the Condominium for use by a resident manager. Any selling, conveying, assigning, mortgaging or leasing of common elements shall require the prior affirmative vote of two thirds (2/3) of the Coowners.

- (7) Borrowing money and issuing evidences of indebtedness in furtherance of any and all of the purposes of the business of the Association, and securing the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of a majority of the Co-owners.
- (8) Making and enforcing rules and regulations in accordance with Article VI, Section 11 of these By-Laws.
- (9) Establishing such committees as it deems necessary, convenient, or desirable and appointing persons thereto for the purpose of implementing the administration of the Condominium and delegating to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board.
- (10) Entering into agreements with institutional lenders, the purposes of which are to obtain mortgage financing for Unit Co-owners which are acceptable for purchase by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, and/or any other agency of the Federal Government or the State of Michigan.
- (11) Enforcing the provisions of the Condominium Documents.
- (12) Asserting, defending, or settling claims on behalf of all Co-owners in connection with the Common Elements of the Condominium Project. All action by the Board shall be subject to the express limitations on suits, actions, and proceedings as set forth in the Article entitled "Judicial Actions and Claims" of these By-Laws. Any person shall not maintain an action against any Developer, residential builder, licensed architect, contractor, sales agent or manager of a Condominium project arising out of the development or construction of the common elements or the management, operation or control of the Condominium more than three (3) years from the transitional control date or two (2) years from the date the cause of action accrues whichever is later.
- (b) The Board of Directors may employ, for the Association, a management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the Board, to perform such duties and services as the Board shall authorize, including, but not limited to, the duties

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listed in Section 4(a) of this Article I, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a management agent, or any other contract providing for services by the Developer, sponsor, or builder, in which the maximum term is greater than three (3) years or which is not terminable by the Association upon ninety (90) days written notice thereof to the other party and no such contract shall violate the provisions of Section 55 of the Act.

- (c) All of the actions (including, without limitation, the adoption of these By-Laws and any rules and regulations for the Association) of the First Board of Directors of the Association named in its Articles of Incorporation or any successors thereto appointed by the Developer before the Transitional Control Date shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the members of the Association at the first or any subsequent annual meeting of members so long as such actions are within the scope of the powers and duties which may be exercised by any Board of Directors as provided in the Condominium Documents.
- (d) After the Transitional Control Date, any expenditure for an item not on the annual budget, as amended, or in excess of those budgeted amounts, which exceed either Two Thousand (\$2,000.00) Dollars or ten (10%) of the Association reserves, whichever figure is greater, shall not be made without prior approval of a majority of the Co-owners by value present at a special meeting called for that purpose unless there is such an emergency that there is no time to call a special meeting of the Association for approval.

Section 5. The Association By-Laws shall provide the designation, number, terms of office, qualifications, manner of election, duties, removal, and replacement of the officers of the Association and may contain any other provisions pertinent to officers of the Association in furtherance of the provisions and purposes of the Condominium Documents and not inconsistent therewith. Officers may be compensated but only upon the affirmative vote of more than two-thirds (2/3) of the Co-owners.

Section 6. Every director and every officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a director or officer of the Corporation, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties; provided that, any claim for reimbursement or indemnification herein shall apply only if the Board of Directors (with the director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director

or officer may be entitled. At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof.

Section 7. The First Annual Meeting of members of the Association may be convened only by Developer and may be called at any time after more than fifty (50%) percent in number of the Units that may be created have been sold and the purchasers thereof qualified as members of the Association. In no event, however, shall such meeting be called later than 120 days after the conveyance of legal or equitable title to non-developer Co-owners of seventy-five (75%) percent in number of all Units that may be created or 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, whichever first occurs unless extended pursuant to Section F of the Article captioned "Amendments" in the Master Deed. Thereafter meetings shall be held in accordance with the Association By-Laws or as may be required to comply with the Act. Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting of members and no such meeting shall be construed as the First Annual Meeting of members. The phrase "Units that may be created" as used in this paragraph and elsewhere in the Condominium Documents refers to the maximum number of Units which the Developer is permitted under the Condominium Documents to include in the Condominium.

Section 8. At some time subsequent to the initial development, it may become necessary to pave or improve some or all of the roads or utilities within or adjacent to the Condominium Premises. The improvement may be financed in whole or in part by the creation of a special assessment district or districts which may include Lottivue Riverside Woods Condominium. The acceptance of a conveyance or the execution of a land contract by any Coowner or purchaser of a Condominium Unit shall constitute the agreement by such Co-owner or purchaser, his/hers heirs, executors, administrators or assigns, that the Board of Directors of the Association shall be vested with full power and authority to obligate all Co-owners to participate in a special assessment district, sign petitions requesting said special assessment, and consider and otherwise act on all assessment issues on behalf of the Association and all Coowners; provided that prior to signature by the Association on a petition for improvement of such public roads or utilities, the desirability of said improvement shall be approved by an affirmative vote of not less than fifty-one (51%) percent of the Co-owners. No consent of mortgagees shall be required for approval of said public road or utility improvement.

### ARTICLE II

### **ASSESSMENTS**

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

affecting the administration of the Condominium Project within the meaning of Section 54(4) of the Act.

Section 3. Assessments shall be determined in accordance with the following provisions:

- The Board of Directors of the Association shall establish an annual budget in (a) advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management, and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. Failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Co-owner's obligation to pay his share of the common expenses. In absence of any annual budget or adjusted budget, each Co-owner shall continue to pay each periodic installment at the periodic rate established for the previous fiscal year until notified of the new periodic payment, after such new annual or adjusted budget is adopted. An adequate reserve fund for maintenance, repairs, and replacement of those Common Elements that must be replaced on a periodic basis must be established in the budget and must be funded by regular monthly payments as set forth in Section 4 below, rather than by special assessments. At a minimum, the reserve fund shall be equal to ten percent (10%) of the Association's current annual budget on a noncumulative basis. The minimum standard required by this Section may prove to be inadequate for a particular project. The Association of Co-owners should carefully analyze their Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes. Upon adoption of an annual budget by the Board of Directors, copies of said budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget, although the delivery of a copy of the budget to each Coowner shall not affect the liability of any Co-owner for any existing or future assessments.
- (b) The Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or special assessments as it shall deem to be necessary, if:
  - (1) such an emergency exists that there is insufficient time to call a special meeting of the Co-owners to approve such expenditure or,
  - such assessment is for an expenditure approved by the Co-owners present at a special meeting called for that purpose, pursuant to Article I, Section 4(d) hereof, or not requiring approval by virtue of that section,
  - (3) it determines that assessments levied are or may prove to be insufficient to pay the ordinary costs of operation and management of the Condominium, and it has given all Co-owners thirty (30) days prior written notice of the proposed amendment to the annual budget and assessments.

All assessments levied against the Co-owner to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in Article V of the Master Deed without increase or decrease for the existence of any right to the use of Limited Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with Article II, Section 3(a) above shall be payable by Co-owner in twelve (12) equal monthly installments, commencing with acceptance of a Deed to a Unit or with acquisition of fee simple title to a Unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. Assessments in default shall be subject to a late fee at the rate of twenty-five (\$25,00) dollars for each late payment, or more, at the discretion of the Board of Directors. Each Co-owner or land contract purchaser (whether one (1) or more persons) shall be, and remain, personally liable for the payment of all assessments, late payments, interest, costs of collection, and including attorneys fees, pertinent to his Unit which may be levied while such Co-owner is the owner thereof. The Developer shall not be liable for any late payment penalty, fine or interest during the Sales Period.

Section 5. No Co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit or any other reason.

Section 6. The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. Each Co-owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-owner and every other person who from time to time has any interest in the Project, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold, and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-owner of a Unit in the Project acknowledges that at the time of acquiring title to such Unit, he was notified of the provisions of this Section and that he voluntarily, intelligently, and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit.

Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first-class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address of a written notice that one (1) or more installments of the annual assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by a written Affidavit of an authorized representative of the Association that sets forth: (1) the affiant's capacity to make the Affidavit; (2) the statutory and other authority

for the lien; (3) the amount outstanding (exclusive of interest, costs, attorney fees, and future assessments); (4) the legal description of the subject Unit(s); and (5) the name(s) of the Coowner(s) of record. Such Affidavit shall be recorded in the office of the Register of Deeds in the County in which the Project is located prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law.

In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the representative designated above and shall inform such representative that he may request a judicial hearing by bringing suit against the Association. The expenses incurred in collection of unpaid assessments, including interest, costs, actual attorney fees, (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien on his Unit, In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable, however, the Co-owner may not be liable for the total unpaid annual assessment if the Association can gain possession of the Unit and mitigate its damages. A Court of competent jurisdiction may also determine what is owed and such determination would supersede the liability for the total unpaid annual assessment. The redemption period for any foreclosure is six (6) months from the date of sale unless the property is abandoned in which event the redemption period is one (1) month from the date of sale, pursuant to Section 108 (2) of the Act. The Co-owner of the Unit subject to foreclosure and any purchaser or successor to the Co-owner's interest in that Unit is liable for assessments by the Association chargeable to that Unit that become due before expiration of the period of redemption together with interest, advances made by the Association for taxes or other liens to protect the Association lien, costs and attorneys fees incurred in their collection. The Association also may discontinue the furnishing of any utilities or other services to a Coowner in default upon seven (7) days written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues, however, this shall not deprive any Co-owner of ingress and egress to his Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any person claiming under him.

Section 7. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by Deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments, interest, late charges, fines, costs and attorneys fees or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of such resulting from a pro rata reallocation of such to all Units including the mortgaged Unit).

Section 8. The Developer of the Condominium, although a member of the Association, shall not be responsible, at any time, for payment of the regular Association assessments. The Developer, however, shall, during the Sales Period, pay a proportionate share of the Association's current maintenance expenses actually incurred for the Units that it owns,

together with a proportionate share of all current expenses of administration actually incurred by the Association from time to time, based upon the ratio of completed Units owned by Developer at the time the expense is incurred to the total number of Units in the Condominium. Said proportionate share shall be due from Developer to the Association thirty (30) days subsequent to receipt of notice for payment of same.

In no event shall the Developer be responsible for payment, during the Sales period, of any assessments for deferred maintenance, reserves for replacement, capital improvements, or other special assessments, except with respect to occupied Units owned by it. Developer shall not be responsible, at any time, for payment of said assessment or payment of any expenses whatsoever with respect to unbuilt Units, notwithstanding the fact that such unbuilt Units may have been included in the Master Deed. Further, the Developer shall, in no event, be liable for any assessment levied in whole or in part to purchase any Unit from the Developer or to finance any litigation or other claims against the Developer, any cost of investigating and preparing such litigation or claim or any similar or related costs. "Occupied Unit" shall mean a Unit used as a residence or a model. "Completed Unit" shall mean a Unit with respect to which a certificate of occupancy has been issued by the local public authority.

Section 9. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act. Any assessments for personal property owned by the Association or in common by the Co-owners shall be assessed against the Association and treated as an expense of administration.

Section 10. Any construction lien or mechanic's lien arising pursuant to the laws of the State of Michigan shall be subject to Section 132 of the Act.

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

### ARTICLE III

### **ARBITRATION**

Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents or arising out of disputes, claims, or grievances arising among or between Co-owners, shall be subject to arbitration in accordance with the

provisions of Section 144 and Section 54 (8, 9 and 10) of the Act. Once the parties enter their written consent to arbitration and give notice of that consent to the Association, the parties shall be bound and shall accept the arbitrators decision as final and binding. The commercial arbitration rules of the American Arbitration Association are applicable to any such arbitration.

TO THE EXTENT ALLOWED BY LAW, DISPUTES, CLAIMS, OR GRIEVANCES ARISING OUT OF OR RELATING TO THE INTERPRETATION OR THE APPLICATION OF THE CONDOMINIUM DOCUMENTS OR ARISING OUT OF DISPUTES, CLAIMS, OR GRIEVANCES ARISING BETWEEN THE DEVELOPER OR ITS AGENTS AND THE ASSOCIATION OR ANY CO-OWNER OR ANYONE CLAIMING UNDER THEM SHALL BE SETTLED IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION TRIBUNAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREON. THIS SHALL PROHIBIT THE PARTIES FROM PETITIONING THE COURT REGARDING THAT DISPUTE,

### ARTICLE IV

### INSURANCE

Section 1. The Association shall carry fire, extended coverage, vandalism and malicious mischief, liability insurance, and workmen's compensation insurance, if applicable, pertinent to the ownership, use, and maintenance of the Common Elements of the Condominium Project, and such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

- (a) All such insurance shall be purchased by the Association for the benefit of the Association, Co-owners, and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners. It shall be each Co-owner's responsibility to obtain insurance coverage for the interior of his Unit including wall coverings, floor coverings, appliances and personal property located within his unit or elsewhere on the Condominium and for his personal liability for occurrences within his Unit or upon Limited Common Elements appurtenant to his Unit, and also for alternative living expense in event of fire, or other casualty preventing use of the Unit and the Association shall have absolutely no responsibility for obtaining such coverages. The Association and all Co-owners shall use their best efforts to see that all property and liability insurance carried by the Association or 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.
- (b) All 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 maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall also include interior walls within any Unit and the pipes, wires, conduits, and ducts contained therein and shall further include

all fixtures, appliances, equipment, and trim within a Unit which were furnished with the Unit as standard items in accord with the plans and specifications thereof as are on file with the Chesterfield Township Building Department (or such replacements thereof as do not exceed the cost of such standard items). Any improvements made by a Co-owner within his Unit shall be covered by insurance obtained by and at the expense of said Co-owner; provided that, if the Association elects to include such improvements under its insurance coverage, any additional premium cost to the Association attributable thereto shall be assessed to and borne solely by said Co-owner and collected as a part of the assessments against said Co-owner under Article II hereof.

- (c) All premiums for insurance purchased by the Association pursuant to these By-Laws shall be expenses of administration.
- (d) Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account, and distributed to the Association and the Co-owners and their mortgagees as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these By-Laws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction and in no event shall hazard insurance proceeds be used for any purpose other than for repair, replacement, or reconstruction of the Project unless all of the holders of first mortgages on Units in the Project have given their prior written approval.

Section 2. 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, extended coverage, vandalism and malicious mischief, liability insurance, and workmen's compensation insurance, if applicable, pertinent to the Condominium Project, his Unit, and the Common Elements appurtenant thereto with such insurer as may, from time to time, provide such insurance for the Condominium Project. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance; collect and remit premiums therefor; collect proceeds and to distribute the same to the Association, Co-owners, and respective mortgagees as their interests may appear (subject always to the Condominium Documents); to execute releases of liability; to execute all documents; and to do all things on behalf of such Co-owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing. This Power of Attorney shall not be affected by disability of the Co-owner.

### ARTICLE V

### RECONSTRUCTION OR REPAIR

Section 1. If any part of the Condominium Premises shall be partially or completely destroyed, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

- (a) If the damaged property is a Common Element or a Unit, the property shall be rebuilt or repaired if any Unit in the Condominium is tenantable, unless it is determined by a vote of at least eighty percent (80%) of all of the Co-owners in the Condominium that the Condominium shall be terminated and eighty percent (80%) of the holders of a first mortgage lien on any Units in the Condominium, allocating one vote for each mortgage held, have given their prior written approval of such termination.
- (b) If the Condominium is so damaged that no Unit is tenantable, and if fifty-one percent (51%) of the holders of a first mortgage lien on any Units in the Condominium, allocating one vote for each mortgage held, have given their prior written approval of the termination of the Condominium, the damaged property shall not be rebuilt and the Condominium shall be terminated unless eighty percent (80%) or more of the Co-owners in value and in number agree to reconstruction by vote in writing within ninety (90) days after the destruction.
- Section 2. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications and restore the Project to a condition as comparable as possible to the condition existing prior to damage unless the Co-owners shall unanimously decide otherwise.
- Section 3. If the damage is only to a part of a Unit which is the responsibility of a Co-owner to maintain and repair, it shall be the responsibility of the Co-owner to repair such damage in accordance with Section 4 hereof. In all other cases, the responsibility for reconstruction and repair shall be that of the Association. Any repairs that are visible from the exterior shall be made by the responsible party as soon as possible to maintain the visual appearance of the Project.
- Section 4. Each Co-owner shall be responsible for the reconstruction, and maintenance of the interior of his Unit, including, but not limited to, floor coverings, wall coverings, window shades, draperies, interior walls (but not any Common Elements therein), interior trim, furniture, light fixtures, range, refrigerator, washer, dryer, dishwasher, disposal, furnace, hot water heater, air conditioner, and plumbing fixtures, if any. In the event of damage to interior walls within a Co-owner's Unit or to pipes, wires, conduits, ducts, or other Common Elements therein which is covered by insurance held by the Association, then the reconstruction or repair shall be the responsibility of the Association in accordance with Section 5. If any other interior portion of a Unit is covered by insurance held by the "sociation for the benefit of the Co-owner, the Co-owner shall be entitled to receive the proceeds of insurance relative thereto, and if there is a mortgagee endorsement, the proceeds shall be payable to the Co-owner and the mortgagee jointly. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the Association promptly shall so notify each holder of a first mortgage lien on any of the affected Units in the Condominium.
- Section 5. The Association shall be responsible for reconstruction, repair, and maintenance of the Common Elements and any incidental damage to a Unit caused by such Common Elements or the reconstruction, repair, or maintenance thereof. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair, and reconstruction, the Association shall obtain reliable and detailed

estimates of the cost to replace the damaged property to a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against all Coowners of the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair. This shall not be construed as to require replacement of mature shrubs, trees and bushes that become damaged, with shrubs, trees and bushes of equivalent size.

Section 6. Section 133 of the Act and the following provisions shall control upon any taking by eminent domain:

- (a) In the event of any taking of an entire Unit by eminent domain, the award for such taking shall be paid to the owner of such Unit and any mortgagee thereof as their interests may appear. After acceptance of such award by the owner and any mortgagee, they shall be divested of all interest in the Condominium Project. In the event that any condemnation award shall become payable to any Co-owner whose Unit is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Co-owner and any mortgagee, as their interests may appear.
- (b) If there is any taking of any portion of the Condominium other than any Unit the condemnation proceeds relative to such taking shall be paid to the Co-owner and any mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than fifty percent (50%) of the Co-owners in number and in value shall determine whether to rebuild, repair, or replace the portion so taken or to take such other action as they deem appropriate.
- (c) In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be resurveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Coowners based upon the continuing value of the Condominium of one hundred percent (100%). Such Amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner.
- (d) In the event any Unit in the Condominium, or any portion thereof, or the Common Elements, or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association promptly shall so notify each holder of a first mortgage lien on any of the Units in the Condominium.

Section 7. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation, or others, hereinafter referred to as "PHLMC," then 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 Ten Thousand and 00/100 Dollars (\$10,000.00) in amount or damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLMC exceeds One Thousand and 00/100 Dollars (\$1,000.00).

Section 8. Nothing contained in the Condominium Documents shall be construed to give a Co-owner, or any other party, priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Co-owners of insurance proceeds for condomination awards for losses to or a taking of Condominium Units and/or Common Elements.

### **ARTICLE VI**

### RESTRICTIONS

Section 1. No Unit in the Condominium shall be used for other than single-family residence purposes and the Common Elements shall be used only for purposes consistent with the use of single-family residences.

Section 2. Any Co-owner, including the Developer, desiring to rent his Unit shall disclose that to the Association at least ten (10) days before by presenting an exact copy of the lease form to the Association for their review or if no form is used then he shall supply the Association with the name and address of the potential tenants or occupants along with the rental amount and due dates for the purposes set forth in Section 1 above. The Co-owner shall also provide the Association with a copy of the executed lease within ten (10) days of execution. With the exception of a lender in possession of a Unit, following a default of a first mortgage, foreclosure, Deed, or other arrangement in lieu of foreclosure, no Co-owner shall lease less than an entire Unit in the Condominium. No tenant shall be permitted to occupy a Unit for an initial term of less than six (6) months. The terms of all Leases, Occupancy Agreements, and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer may lease any number of Units in the Condominium in its discretion and during the sales period, any provisions regarding renting of Units shall not be amended without the prior approval of the Developer.

- (a) A Co-owner, including the Developer, desiring to rent or lease a Condominium Unit, shall disclose that fact in writing to the Association at least ten (10) days before presenting a Lease form to a potential lessee and shall supply the Association with a copy of the exact Lease form for its review for its compliance with the Condominium Documents. If Developer desires to rent Condominium Units before the Transitional Control Date, it shall notify either the Advisory Committee or each Co-owner in writing.
- (b) Tenants or non Co-owner occupants shall comply with all of the conditions of the Condominium Documents of the Condominium Project and all Leases and Rental Agreements shall so state.

- (c) If the Association determines that the tenant or non Co-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:
  - (1) The Association shall notify the Co-owner by certified mail advising of the alleged violation by tenant.
  - (2) The Co-owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.
  - (3) If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf, or derivatively by the Co-owners on behalf of the Association, if it is under the control of the Developer, an action for eviction and money damages against the tenant, Co-owner, or non Co-owner occupant for breach of the conditions of the Condominium Documents. The relief set forth in this Section may be by summary proceeding. The Association may hold the tenant and the Co-owner liable for any damages caused by the Co-owner or tenant in connection with the Condominium Unit including costs and actual attorneys fees incurred.
- (d) When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner Condominium Unit under a Lease or Rental Agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not be a breach of the Rental Agreement or Lease by the tenant. If the tenant, after being notified, does not pay due and unpaid rent to the Association, then the Association may issue a statutory form notice to quit for non payment of rent and shall have the right to enforce that notice by summary proceedings, or initiate proceedings under Section 112 (4)(b) of the Act.

Section 3. No Co-owner shall make alterations in exterior appearance or make structural modifications to his Unit (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the Common Elements - Limited or General, without the express written approval of the Board of Directors including (but not by way of limitation) exterior painting or the erection of lights, awnings, doors, shutters, newspaper holders, mailboxes, basket ball backboards, decks, railings, patios, antennas, or other exterior attachments or modifications, nor shall any Co-owner damage or make modifications or attachments to Common Element walls between Units which in any way impairs sound-conditioning provisions. The Board of Directors may approve only such modifications as do not impair the soundness, safety, utility, or appearance of the Condominium. Aerials, satellite dishes and antennas up to a maximum of 39 inches in diameter shall be allowed upon approval of the Board of Directors, which approval shall be based on considerations such as fire codes, safety, aesthetics and building appearance. The Board of Directors shall not otherwise restrict the ability of any Co-owner to install and use any such aerial, antenna or satellite dish from any company and shall not do anything to impair reception.

Co-owners may make modifications and improvements to Units to facilitate access for persons with disabilities who reside in or regularly visit their Unit. Such improvements shall not unreasonably prevent passage by other residents. The Co-owner making such improvements shall notify the Association, in writing, at least thirty (30) days before conveyance or lease of the Unit and the Association may require that Co-owner to remove the improvement or modification at the Co-owner's expense. The Co-owner shall also maintain any required additional liability insurance naming the Association as additional insured to adequately compensate for personal injuries caused by the exterior improvements or modifications. Before such improvement or modification is made, the Co-owner shall submit plans and specifications to the Board of Directors for review and approval. Such improvements, the submittal and approval of those improvements and provisions regarding those improvements shall be governed by Section 47a of the Act.

Section 4. No immoral, improper, unlawful, or offensive activity shall be carried on in any Unit or upon the Common Elements - Limited or General, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium, nor shall any unreasonably noisy activity be carried on in any Unit or on the Common Elements and disputes arising out of violation of this provision shall be arbitrated by the Association. No Co-owner shall do, or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements, anything that will increase the rate of insurance on the Condominium without the written approval of the Association and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition.

Section 5. No animals, except up to two (2) dogs or two (2) cats, shall be maintained by any Co-owner unless specifically approved in writing by the Association. No animal may be kept or bred for any commercial purpose and all shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor, or unsanitary conditions. No animal may be permitted to run loose at any time upon the Common Elements, and any animal shall at all times be attended by some responsible person while on the Common Elements - Limited or General. All Co-owners shall immediately clean up after their pets or be subject to a fine by the Association. No savage or dangerous animal, including but not limited to pit bulls, shall be kept and any Co-owner who causes any animal to be brought or kept upon the Condominium Premises shall indemnify and hold harmless the Association for any loss, damage, or liability which the Association may sustain as the result of the presence of such animal on the Premises, whether or not the Association has given its permission therefor. No dog which barks on a frequent and continuing basis, so as to cause an annoyance to other Co-owners, shall be permitted in any Unit or on any Common Elements. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these By-Laws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association may, without liability to the owner thereof, remove or cause to be removed, any animal from the Condominium which it determines to be in violation of the restrictions imposed by this Section or the Rules and Regulations of the Association. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper.

- Section 6. The Common Elements Limited or General, shall not be used for storage of supplies, materials, personal property, trash, or refuse of any kind, except as provided in the duly adopted Rules and Regulations of the Association. Trash receptacles shall be maintained in closed garages, at all times and shall not be permitted to remain elsewhere on the Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. The Common Elements shall not be used in any way for the drying, shaking, or airing of clothing or other fabrics. In general, no activity shall be carried on nor condition maintained by a Co-owner either in this Unit or upon the Common Elements, which spoils the appearance of the Condominium. No Unit shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Garbage and trash shall not be put out for collection earlier than the night before scheduled pickup.
- Section 7. Sidewalks, yards, landscaped areas, driveways, roads, parking areas, patios, balconies, courtyards, and porches, if any, shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs, or benches may be left unattended on or about the Common Elements.
- The Association shall control all parking and parking on streets shall be limited as set by the Board of Directors. The general parking area shall not be used for private parking purposes or the offending vehicle is subject to being towed with the offending Co-owner or their guest being responsible for the cost of that towing. No trailers, house trailers, commercial vehicles, construction equipment, boat trailers, boats, all-terrain vehicles, motorcycles, motorbikes, camping vehicles, camping trailers, motor homes, snowmobiles, snowmobile trailers, or vehicles other than automobiles may be parked or stored upon the Condominium Premises unless inside closed garages. Inoperable and/or unlicensed vehicles shall not be maintained on the Condominium Premises. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as herein provided) unless while making deliveries or pickups in the normal course of business. This shall not be meant to exclude vans and pickup trucks used as passenger vehicles. In the event that there arises a shortage of parking spaces, the Association may allocate or assign parking spaces from time to time on an equitable basis. Use of motorized vehicles, other than as outlined above, in the Condominium Premises is specifically prohibited. The Association is authorized to require all cars maintained on the Condominium Premises be registered and to pass rules and regulations regarding parking spaces.
- Section 9. No Co-owner shall use, or permit the use by any occupant, agent, employee, invitee, guest, or member of his family of any firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles, or devices anywhere on or about the Condominium Premises.
- Section 10. No signs or other advertising devices shall be displayed which are visible from the exterior of a Unit or the Common Elements without the written permission of the Association.
- Section 11. Reasonable rules and regulations consistent with the Act, the Master Deed, and these By-Laws, concerning the use of the Common Elements may be made and amended from time to time by the Board of Directors of the Association. Copies of all such rules and regulations, and amendments thereto, shall be furnished to all Co-owners by delivery or mailing to the designated voting representative. Any such regulation or amendment may be revoked at

any time by the affirmative vote of more than sixty-six and two-thirds percent (66 2/3%) of all Co-owners in value except that the Co-owners may not revoke any regulation without the consent of the Developer until after the Sales Period.

Section 12. The Association, or its duly authorized agents, shall have access to each Unit, any Limited Common Elements appurtenant thereto, and any Limited or General Common Elements accessible from that Unit, from time to time, during reasonable working hours and upon notice to the Co-owner thereof as may be necessary for the access to or maintenance, repair, or replacement of any of the utilities or Common Elements. The Association, or its agents, shall also have access to each Unit and any Limited or General Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. It shall be the responsibility of each Co-owner to provide the Association a means of access to his Unit, any Limited Common Elements appurtenant thereto, or any General Common Elements accessible from that Unit, during any period of absence. In the event of the failure of such Co-owner to provide a means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to his Unit and any Limited Common Elements appurtenant thereto, or any General Common Elements accessible from that Unit caused thereby or for repair or replacement of any doors or windows damaged in gaining such access and the Co-owner shall be responsible for the costs of obtaining such access.

Section 13. No Co-owner shall perform any landscaping, plant any trees, shrubs, flowers, or place any ornamental materials upon the Common Elements unless approved by the Association in writing. Certain areas in the Condominium may be left, in the discretion of the Developer, in a natural state because of terrain characteristics and in order to enhance the natural beauty of the Project. The Association, whether controlled by the Developer or at any time after the Developer relinquishes control thereof, shall not be required to landscape such areas nor to alter the natural characteristics thereof. The Developer shall have the right to approve any landscaping during the sales period.

Section 14. Each Co-owner shall maintain his Unit and any Limited Common Elements appurtenant thereto for which he has maintenance responsibility in a safe, clean, and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical, cable T.V., other utility conduits and systems, and any other elements in any Unit which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him, or his family, guests, agents, or invitees unless such damages or costs are covered by insurance carried by the Association, in which case there shall be no such responsibility (unless reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount). No Co-owner shall in any way restrict access to or tamper with any sump pump, plumbing, waterline, waterline valves, water meter, sprinkler system valves or any other element that must be accessible to service the Common Elements or which affects an Association responsibility in any way. Should access to any facilities of any sort be required, the Association may remove any coverings or attachments of any nature that restrict such access and it will have no responsibility for repairing, replacing or reinstalling any materials that are

damaged in the course of gaining such access. Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

Section 15. No unsightly condition shall be maintained upon any patio, porch, balcony, or courtyard and only furniture and equipment consistent with ordinary patio, porch, balcony, or courtyard use shall be permitted to remain there during seasons when they are reasonably in use and no furniture or equipment of any kind shall be stored there during seasons when they are not reasonably in use.

None of the restrictions contained in this Article VI shall apply to the Section 16. commercial activities, signs, or billboards, if any, of the Developer during the Sales Period as defined herein, or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation and By-Laws as the same may be amended from time to time. For the purposes of this Section, the Sales Period shall be deemed to continue so long as Developer owns any Units which it offers for sale or for so long as Developer continues to develop or proposes to develop additional Units on the Project or on property adjoining the Project. Until all Units in the entire Condominium Project (including the initial phase and any successive phases) are sold by Developer, Developer shall have the right to maintain a sales office, business office, construction office, model Units, storage areas, reasonable parking incident to the foregoing and such access to, from, and over the Project as may be reasonable to enable development and sale of the entire Project by Developer. Thereafter, Developer or its assigns may continue to maintain a sales office and reasonable parking and access incident thereto for so long as they shall own or have contracted to purchase any real property within two (2) miles of Lottivue Riverside Woods Condominium. Developer shall restore the areas so utilized to habitable status upon termination of use.

Section 17. Lottivue Riverside Woods Condominium shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private, residential community for the benefit of the Co-owners and all persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace, and landscape in a manner consistent with the maintenance of such high standards, then the Developer, or any person to whom he may assign this right, at his option, may elect to maintain, repair, and/or replace any Common Elements and/or to do any landscaping required by these By-Laws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these By-Laws throughout the Sales Period by appropriate legal and equitable remedies.

Section 18. The Developer may, in its sole discretion, waive any part of the restrictions set forth in this Article due to unusual topographic, natural or aesthetic considerations or other circumstances which the Developer deems compelling. Any such waiver must be in writing and shall be limited to the Unit to which it pertains and shall not constitute a waiver as to enforcement of the restrictions as to any other Unit. Developer's rights under this Article may, in Developer's discretion, he assigned to the Association or other successor developer. Developer may construct any improvements upon the Condominium Premises that it may, in its sole discretion, elect to make without the necessity of prior consent from the Association or any other person or entity, subject only to the express limitations contained in the Condominium Documents.

### ARTICLE VII

### **MORTGAGES**

- Section 1. 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 on a schedule entitled "Mortgages." The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Project written notification of any default in the performance of the obligations of the Co-owner of such Unit that is not cured within sixty (60) days.
- Section 2. The Association shall, if requested to do so, notify each mortgagee appearing in said book of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amount of such coverage, and notify that company of any lapse, cancellation or material modification of those policies.
- Section 3. Upon written request submitted to the Association, any holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting.
- Section 4. The mortgagee of a first mortgage of record of a Condominium Unit shall give notice to the Association of commencement of foreclosure by advertisement by serving a copy of the published notice upon the Association by certified mail, return receipt requested addressed to the resident agent of the Association at the agent's address as shown on the records of the Michigan Corporation and Securities Bureau or to the address the Association provides to the mortgagee in those cases where such address is not registered, within ten (10) days after the first publication of the notice.
- Section 5. The mortgagee shall give notice to the Association of its intent to commence foreclosure by judicial action by serving a notice setting forth the names of the mortgagers, the mortgagee, and the foreclosing assignee of a recorded assignment of the mortgage, if any, the date of the mortgage and the date the mortgage was recorded, the amount claimed to be due on the mortgage and the date of the notice, and a description of the mortgage premises that substantially conforms with the description contained in the mortgage, upon the Association by certified mail, return receipt requested addressed to the resident agent at the agent's address as shown on the records of the Michigan Corporation and Securities Bureau or to the address the Association provides to the mortgagee if any in those cases where such address is not registered, not less than ten (10) days before commencement of the judicial action.
- <u>Section 6</u>. Failure of the mortgagee to provide notices as required above shall only provide the Association with legal recourse and will not in any event invalidate any foreclosure proceedings between mortgager and mortgagee.

### ARTICLE VIII

### **AMENDMENTS**

- Section 1. Amendments to these By-Laws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or by one-third (1/3) or more in number of the members or by instrument in writing signed by them.
- Section 2. Upon any such Amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of the Association By-Laws.
- Section 3. Except as expressly limited in Section 5 of this Article VIII, these By-Laws may be amended by the Association at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than sixty six and two-thirds percent (66 2/3%) in value of all Co-owners. No consent of mortgagees shall be required to amend these By-Laws unless such amendment would materially alter or change the rights of such mortgagees, in which event the approval of two-thirds of the mortgagees shall be required, with each mortgagee to have one vote for each first mortgage held.
- Section 4. Any Amendment to these By-Laws (but not the Association By-Laws) shall become effective upon recording of such Amendment in the office of the Register of Deeds in the County where the Condominium is located. Without the prior written approval of all holders of first mortgage liens on any Unit in the Condominium, no Amendment to these By-Laws shall become effective which involves any change, direct or indirect, in Article I, Sections 3 and 4(b); Article II, Sections 3(a), 4, and 7; Article IV, Section 1(d); Article V, Sections 1, 4, 6, 7, and 8; Article VII, Section 1; Article VIII (this article on Amendments), Section 3 and 4; or Article XI (Remedies for Default), Section 1, or Article XII (Judicial Claims), or to any other provision hereof that increases or decreases the benefits or obligations, or materially affects the rights of any member of the Association.
- Section 5. During the Sales Period, these By-Laws may be amended by the Developer without approval from any other person so long as any such amendment does not materially diminish the right of a Co-owner or mortgagee.
- Section 6. A copy of each Amendment to the By-Laws shall be furnished to every member of the Association after adoption; provided, however, that any Amendment to these By-Laws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the Amendment.

### ARTICLE IX

### COMPLIANCE

The Association of Co-owners, 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, Master Deed, By-Laws, Articles of Incorporation of the Association, Rules and Regulations adopted by the Association. 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 X

### DEFINITIONS

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

### ARTICLE XI

### REMEDIES FOR DEFAULT

Section 1. Any default by a Co-owner shall entitle the Association or another Co-owner or Co-owners to the following relief:

- (a) Failure to comply with any of the terms or provisions of the Condominium Documents or the Act shall be grounds for relief, which may include without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if in default in payment of assessment) or any combination thereof, and any other such relief as may be sought by the Association, or if appropriate, by an aggrieved Co-owner or Co-owners.
- (b) In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney fees, (not limited to statutory fees) as may be determined by the Court, but in no event shall any Co-owner be entitled to recover such attorney fees.
- (c) 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 where reasonably necessary and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing, or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Co-owner arising out of the removal and abatement.
- (d) The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless Rules and Regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-owners in the same manner as prescribed in Article II, Section 4 of the Association By-Laws. Thereafter, fines may be assessed only

upon notice to the offending Co-owners as prescribed in said Article II, Section 4, and an opportunity for such Co-owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article II of these By-Laws. No fine shall be levied for the first violation. No fine shall exceed Twenty Five and 00/100 Dollars (\$25.00) for the second violation, Fifty and 00/100 Dollars (\$50.00) for the third violation, or One Hundred and 00/100 Dollars (\$100.00) for any subsequent violation. No fines may be levied against the Developer during the Sales Period.

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

Section 3. All rights, remedies, and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants, or conditions of the aforesaid Condominium Documents shall be deemed to be cumulative and the exercise of any one (1) or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be available to such party at law or in equity.

### ARTICLE XII

### JUDICIAL ACTIONS AND CLAIMS

Actions on behalf of and against the Co-owners shall be brought in the name of the Association. Subject to the express limitations on actions in these By-Laws and in the Association's Articles of Incorporation, the Association may assert, defend or settle claims on behalf of all Co-owners in connection with the Common Elements of the Condominium. Any actions brought or defended in arbitration under Article III of these By-Laws shall be subject to the same restrictions that follow as to lawsuits. As provided in the Articles of Incorporation of the Association, the commencement of any action (other than one to enforce these By-Laws or collect delinquent assessments) shall require the approval of a majority of the Co-owners, and shall be governed by the requirements of this Article. The requirements of this Article will ensure that the Co-owners are fully informed regarding the prospects and likely costs of any action the Association proposes to engage in, as well as the ongoing status of any actions actually filed by the Association or being defended against by the Association. These requirements are imposed in order to reduce both the cost of litigation and the risk of improvident litigation, and in order to avoid the waste of the Association's assets in litigation where reasonable and prudent alternatives to the litigation exist. Each Co-owner shall have standing to sue to enforce the requirements of this Article. The following procedures and requirements apply to the Association's commencement of any action other than an action to enforce these By-Laws or to collect delinquent assessments. In any action which seeks damages in excess of One Thousand (\$1,000.00) Dollars for the Association and in which the Association intends to spend or does spend in excess of One Thousand (\$1,000.00) Dollars on attorney fees, costs, or settlement, or any combination thereof, the Association shall comply with the following procedures and requirements.

Section 1. The Association's Board of Directors shall be responsible in the first instance for recommending to the Co-owners that an action be filed, and supervising and directing any actions or defenses that are filed.

Section 2. Before an attorney is engaged for purposes of filing or defending any action on behalf of the Association, the Board of Directors shall call a special meeting of the Co-owners ("litigation evaluation meeting") for the express purpose of evaluating the merits of the proposed action. In the event that the Association needs to retain an attorney to file a timely answer or response to any action before there is time to call a litigation evaluation meeting, that retaining shall be conditioned on approval of the Co-owners at the meeting as outlined below. The written notice to the Co-owners of the date, time and place of the litigation evaluation meeting shall be sent to all Co-owners not less than twenty (20) days before the date of the meeting and shall include the following information.

- (a) A certified resolution of the Board of Directors setting forth in detail the concerns of the Board of Directors giving rise to the need to file the suit or defense and further certifying that:
  - it is in the best interests of the Association to file a lawsuit or defend against it;
  - (2) that at least one member of the Board of Directors has personally made a good faith effort to negotiate a settlement on behalf of the Association, without success;
  - (3) litigation is the only prudent, feasible and reasonable alternative; and
  - (4) the Board of Directors' proposed attorney for the proceeding is of the written opinion that litigation is the Association's most reasonable and prudent alternative.
- (b) A written summary of the relevant experience of the attorney ("litigation attorney") the Board of Directors recommends be retained to represent the Association in the proposed litigation, including the following information:
  - (1) the number of years the litigation attorney has practiced law; and
  - (2) the name and address of every condominium and homeowner association for which the altorney has filed or defended an action in any court, together with the case number, county and court in which each action was filed, and the results of such litigation, the amount of fees charged and the amounts recovered;
  - (3) the number of cases tried to a judge or jury and the case numbers of those cases.
- (c) The litigation attorney's written estimate of the amount of the Association's likely recovery in the proposed lawsuit, not of legal fees, court costs, expert witness

fees, possible counterclaims, including claims from directors for indemnification, and all other expenses expected to be incurred in the litigation; or in the case of defense, the litigation attorney's written estimate of the likely outcome.

- (d) The litigation attorney's written estimate of the cost of the action through a trial on the merits of the case ("total estimated cost"). The total estimated cost of the action shall include the litigation attorney's expected fees, court costs, expert witness fees, and all other expenses expected to be incurred in the action.
- (e) The litigation attorney's written estimate of the collectability of the various defendant or defendants.
- (f) The litigation attorney's disclosure of any relationships and fee arrangements it has with proposed expert witnesses.
- (g) The litigation attorney's proposed written fee agreement.
- (h) The amount to be specially assessed against each Unit in the Condominium to fund the estimated cost of the action both in total and on a monthly per Unit basis, as required by Section 6 of this Article.

Section 3. If the lawsuit relates to the condition of any of the Common Elements of the Condominium, the Board of Directors shall obtain a written independent expert opinion as to reasonable and practical alternative approaches to repairing the problems with the Common Elements, which shall set forth the estimated costs and expected viability of each alternative. In obtaining the independent expert opinion required by the preceding sentence, the Board of Directors shall conduct its own investigation as to the qualifications of any expert and shall not retain any expert recommended by the litigation attorney or any other attorney with whom the Board of Directors consults. The purpose of the independent expert opinion is to avoid any potential confusion regarding the condition of the Common Elements that might be created by a report prepared as an instrument of advocacy for use in any proceeding. The independent expert opinion will ensure that the Co-owners have a realistic appraisal of the condition of the Common Elements, the likely cost of repairs to the replacement of the same, and the reasonable and prudent repair and replacement alternatives. The independent expert opinion shall be sent to all Co-owners with the written notice of the litigation evaluation meeting.

Section 4. The Association shall have a written fee agreement with the litigation attorney, and any other attorney retained to handle the legal proceeding. The Association shall not enter into any fee agreement that is a combination of the retained attorney's hourly rate and contingent fee arrangement unless the existence of the agreement is disclosed to the Co-owners in the text of the Association's written notice to the Co-owners of the litigation evaluation meeting.

Section 5. At the litigation evaluation meeting the Co-owners shall vote on whether to authorize the Board of Directors to proceed with the proposed action or defense and whether the matter should be handled by the litigation attorney. The commencement of any action by the Association (other than a suit to enforce these By-Laws or collect delinquent

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assessments), or the retaining of an attorney to defend a claim in excess of One Thousand (\$1,000.00) Dollars or which is reasonably expected to result in expenses in excess of One Thousand (\$1,000.00) Dollars, shall require the approval of two-thirds of the Co-owners. Any proxies to be voted at the litigation evaluation meeting must be signed at least seven (7) days prior to the litigation evaluation meeting.

Section 6. All legal fees incurred in pursuit of any action or defense against any action that is subject to Section 1 through 10 of this Article shall be paid by special assessment of the Co-owners ("litigation special assessment"). The litigation special assessment shall be approved at the litigation evaluation meeting (or at any subsequent duly called and noticed meeting) by a majority of all Co-owners for the amount of the estimated total cost of the action. If the litigation attorney proposed by the Board of Directors is not retained, the litigation special assessment shall be in an amount equal to the estimated total cost of the action, as estimated by the attorney actually retained by the Association. The litigation special assessment shall be apportioned to the Co-owners in accordance with their respective percentage of the value interests in the Condominium and shall be collected from the Co-owners on a monthly basis. The total amount of the litigation special assessment shall be collected over a period not to exceed twenty-four (24) months.

Section 7. During the course of any action authorized by the Co-owners pursuant to this Article, the retained attorney shall submit a written report ("attorney's written report") to the Board of Directors monthly, unless the Board authorizes a longer period, setting forth:

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

Section 8. The Board of Directors shall meet regularly during the course of any proceeding to discuss and review:

- (a) the status of the litigation;
- (b) the status of settlement efforts, if any; and

### (c) the attorney's written report.

Section 9. If at any time during the course of a proceeding, the Board of Directors determines that the originally estimated total cost of the proceeding or any revisions thereof is inaccurate, the Board of Directors shall immediately prepare a revised estimate of the total cost. If the revised estimate exceeds the litigation special assessment previously approved by the Co-owners, the Board of Directors shall call a special meeting of the Co-owners to review the status of the litigation, and to allow the co-owners to vote on whether or not to continue the action and increase the litigation special assessment. The meeting shall have the same quorum and voting requirements as a litigation evaluation meeting.

Section 10. The attorneys' fees, court costs, expert witness fees and all other expenses of any legal proceedings ("litigation expenses") shall be fully disclosed to Co-owners in the Association's annual budget. The litigation expenses for each action subject to this Article shall be listed as a separate line item captioned "litigation expenses" in the Association's annual budget.

Section 11. No person shall maintain any action against any Developer, residential builder, licensed architect, contractor, sales agent, or manager of a Condominium Project arising out of the development or construction of the Common Elements or the management operation or control of the Condominium Project more than three (3) years from the transitional control date or two (2) years from the date the cause of action accrues whichever occurs later.

### ARTICLE XIII

### SEVERABILITY

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

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# MACOMB COUNTY CONDOMINUM SUBDIVISION PLAN NO. 734 EXHIBIT B TO MASTER DEED OF

THE CONDOMINUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED IN CONSECUENT SECUENCE WILL A NUMBER HAS BEEN ASSIGNED TO THIS PROJECT. IT MUST BE PROPERLY SHOWN IN THE

ATTENTION COUNTY REGISTER OF DEEDS

TITLE, SHEET 1 AND THE SURVEYOR'S CERTIFICATE, SHEET 2.

# LOTTIVUE RIVERSIDE WOODS GONDOMINIUM

# CHESTERFIELD TOWNSHIP, MACOMB COUNTY, MICHIGAN

### (SCHEX FAMILY JMITS) PROPERTY DESCRIPTION:

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### SURVEYOR

METCO SERVICES, INC.
12504 S'ILP-IENS
12504 S'ILP-IENS
WARREN, MICHIGAN 48089
PHONE: (586) 755-5770
FAX: (586) 755-5774
www.metcoscrvices.com

# DEVEL OPER

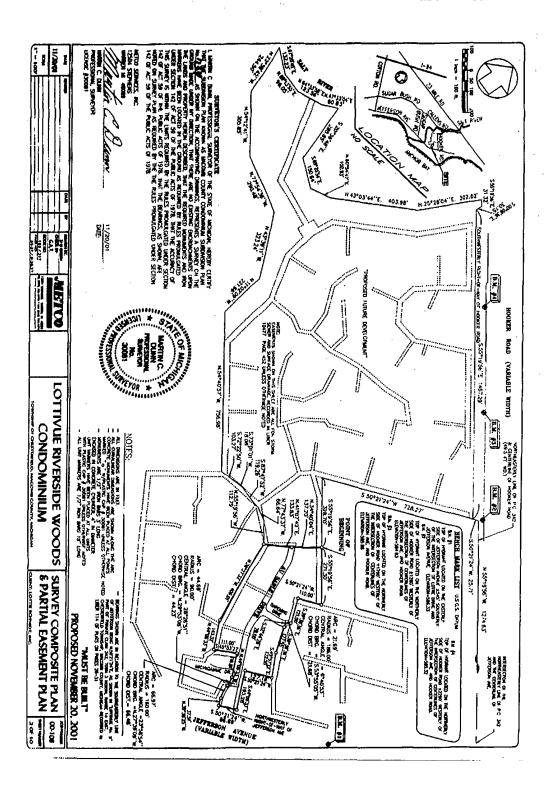
LOTTIE M SCHMIDT, INC. 48400 JEFFERSON AVENUE NEW BALTIMORE, MICHIGAN 4 PHONE: (586) 949-1490 48047

## SHEET NOEX

- 1. COVER SHEFT
  2. SURVEY COMPOSITE PLAN AND PARTIAL EASEMENT PLAN
  3. SURVEY & FLOODPLAIN DUTAIL PLAN
  4. EASEMENT PLAN
  5. SITE PLAN
  6. UNILTY PLAN UNIT "A"
  7. FLOOR PLAN UNIT "A"
  9. UNIT "A" SECTIONS
  10. UNIT "B" SI CHONS



PROPOSED NOVEMBER 20, 2001



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