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MELISSA R. DEVAUGHN
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RECEIPT# 3544. STATION 1
\$122.00 DEED/OTHER

MASTER DEED DEVONSHIRE PLACE CONDOMINIUMS

This Master Deed is made and executed on this 26th day of July, 2004, by Rolling Hills Realty, Inc., a Michigan corporation, the address of which is P.O. Box 185, Lapeer, Michigan 48446, and Blue Restoration, L.L.C., a Michigan limited liability company, the address of which is 4398 Barnes Rd., Millington, MI 48746, (hereinafter both referred to as "Developer"), and Prodo, Inc., a Michigan corporation, the address of which is 975 E. Wheeler, Midland, MI 48642, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act."

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

NOW THEREFORE, the Developer does, under the recording hereof, establish Devonshire Place Condominiums (hereinafter referred to as the "Condominium", "Project", or the "Condominium Project") as a Condominium Project under the Act and does declare that Devonshire Place Condominiums 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 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 an interest in the Condominium Premises, and its successors and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

ARTICLE I TITLE AND NATURE

The Condominium Project shall be known as Devonshire Place Condominiums, Lapeer County Condominium Subdivision Plan No. 45. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions and area of each, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his or her Unit and shall have an undivided and inseparable right to share with other Co-owners the Common Elements of the Condominium Project.

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ARTICLE II
LEGAL DESCRIPTION

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

Situated in the City of Lapeer, County of Lapeer, State of Michigan, to-wit:

Part of Section 1, T7N-R9E, City of Lapeer, Lapeer County, Michigan, described as beginning at a point that is N01°02'33"E 1547 feet along the North-South 1/4 line, and along the centerline of Davison Road (State Highway M-21), S61°28'32"W 42.71 feet, and N18°36'28"W, 50.76 feet, and N05°33'28"W, 88.42 feet, and 465.14 feet along an arc of a 350.00 foot radius curve to the right (said curve having a central angle of 76°08'39", subtending a chord which bears N09°25'55"E 431.66 feet, and N25°07'21"E, 52.59 feet, and N54°00'00"E 85.26 feet, and 336.19 feet along an arc of a 1682.31 foot radius curve to the right (said curve having a central angle of 11°27'00", subtending a chord which bears N59°43'30"E 335.63 feet), and 8.69 feet along an arc of a 3538.81 foot radius curve to the left (said curve having a central angle of 00°08'26", subtending a chord which bears N65°22'47"E 8.69 feet), and N24°41'18"W 160.53 feet, and N60°36'44"E, 236.81 feet from the South quarter corner of said Section 1; thence N21°00'07"E, 723.43 feet; thence N72°23'30"W, 266.27 feet; thence N30°28'32"E, 67.70 feet; thence S72°23'30"E, 255.18 feet; thence N18°26'14"E, 527.24 feet; thence N34°36'22"E, 112.32 feet; thence S77°33'31"E, 282.52 feet; thence S22°41'05"W, 274.04 feet; thence S13°36'14"W, 388.23 feet; thence S17°16'58"W, 402.19 feet to a point on the Northerly line of "Fairways of Lapeer Condominium" as recorded in Liber 794, Pages 578-627, Lapeer County Records; thence along the Westerly line of said "Fairways of Lapeer Condominium", S15°18'20"W 131.70 feet (recorded as S15°18'20"W 131.79 feet); thence continuing along the Westerly line of said "Fairways of Lapeer Condominium", S78°21'42"W 120.23 feet (recorded as S78°29'00" 120.00 feet); thence continuing along the Westerly line of said "Fairways of Lapeer Condominium" 326.83 feet (recorded as 327.21 feet) along an arc of a 480.71 foot radius curve to the left having a central angle of 38°57'19" (recorded as 39°00'00"), subtending a chord which bears S09°02'27"E 320.57 feet (recorded as S09°01'00" 320.93 feet); thence continuing along the Westerly line of said "Fairways of Lapeer Condominium", S28°38'04"E 23.79 feet (recorded as S28°31'00"E 23.47 feet), to the North line of "Essex Subdivision" as recorded in Liber 1, Page 58, Lapeer County Records; thence along the North line of said "Essex Subdivision", S61°29'50"W (recorded as S61°29'W) 63.08 feet; thence N28°38'04"W 21.63 feet; thence 338.42 feet along an arc of a 543.79 foot radius curve to the right (said curve having a central angle of 35°39'25", subtending a chord which bears N10°55'05"W 332.98 feet); thence S72°06'37"W 266.24 feet to the point of beginning. Contains 10.62 acres. Being subject to any restrictions, easements and/or right of ways of record.

pt of L20-83-304-340-00

ARTICLE III
DEFINITIONS

Corrected thru 2003 table
I hereby certify that there are no tax liens or titles held by the State or any individual against the within description, and all taxes on same are paid for five years previous to the date of this instrument, as appears by the records in my office.
Sally W. Edmond's 016 7-27-04

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 rules and regulations of the Devonshire Place Condominiums Association, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Devonshire Place Condominiums as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

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

SECTION 2. ASSOCIATION. "Association" means the Devonshire Place Condominiums Association, which is the non-profit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

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



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SECTION 4. COMMON ELEMENTS. "Common Elements", where used without modification, means the General Common Elements described in Article IV hereof.

SECTION 5. CONDOMINIUM DOCUMENTS. "Condominium Documents" means and includes this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation, Bylaws and rules and regulations, if any, of the Association, as all of the same may be amended from time to time.

SECTION 6. CONDOMINIUM PREMISES. "Condominium Premises" means and includes the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Devonshire Place Condominiums as described above.

SECTION 7. CONDOMINIUM PROJECT, CONDOMINIUM OR PROJECT. "Condominium Project", "Condominium" or "Project" means Devonshire Place Condominiums, as a Condominium Project established in conformity with the Act.

SECTION 8. CONDOMINIUM SUBDIVISION PLAN. "Condominium Subdivision Plan" means Exhibit B hereto.

SECTION 9. CO-OWNER OR OWNER. "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more Units in the Condominium Project. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".

SECTION 10. CONSOLIDATING MASTER DEED. "Consolidating Master Deed" means the final amended Master Deed which shall describe Devonshire Place Condominiums as a completed Condominium Project. Such Consolidating Master Deed, when recorded in the office of the Lapeer County Register of Deeds, shall supercede the previously recorded Master Deed for the Condominium and all amendments thereto.

SECTION 11. DEVELOPER. "Developer" means Rolling Hills Realty, Inc., a Michigan corporation, and Blue Restoration, L.L.C., a Michigan limited liability company, which has made and executed this Master Deed and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such terms are used in the Condominium Documents.

SECTION 12. DEVELOPMENT AND SALES PERIOD. "Development and Sales Period" means that period during which Developer maintains an ownership interest in the project, and for the purpose of the Condominium Documents and the rights reserved to Developer there under, shall be deemed to continue for so long as Developer continues to own any Unit in the Project.

SECTION 13. FIRST ANNUAL MEETING. "First Annual Meeting" means the initial meeting at which non-developer Co-owners are entitled to vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after 50% of the Units which may be created are sold, or (b) mandatory within (i) 54 months from the date of the first Unit conveyance, or (ii) 120 days after 75% of all Units which may be created are sold, whichever first occurs.

SECTION 14. TRANSITIONAL CONTROL DATE. "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

SECTION 15. UNIT OR CONDOMINIUM UNIT. "Unit" or "Condominium Unit" each mean the enclosed space constituting a single complete Unit in Devonshire Place Condominium as such space may be described in Article V, Section 1 hereof and on Exhibit B hereto, and shall have the same meaning as the terms "Condominium Unit" as 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 and vice versa.



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**ARTICLE IV
COMMON ELEMENTS**

SECTION 1. GENERAL COMMON ELEMENTS. The General Common Elements are:

(a) **ELECTRICAL, NATURAL GAS, CABLE TELEVISION AND TELEPHONE.** The electrical, cable television and telephone transmission mains throughout the Project up to the respective transformers for each Unit. The natural gas lines throughout the Project up to the respective meters for each Unit.

(b) **STORM DRAINAGE SYSTEM THROUGHOUT THE DEVELOPMENT.** Any storm ditch, storm pipe or structure, or water retention area which may ultimately be installed in the Condominium and the easements within which the same are located.

(c) **ROAD.** The road known as Devonshire Drive described as follows:

A 60.00 foot wide road easement in part of Section 01, T7N, R9E, City of Lapeer, Lapeer County, Michigan, with a centerline described as commencing at the South ¼ corner of said Section 01; thence N01°02'33"E 1547.90 feet along the North-South ¼ line of said Section 01 and the centerline of Davison Road; thence S61°28'32"W 42.71 feet; thence N18°36'28"W 50.76 feet; thence N05°33'28"W 88.42 feet; thence 465.14 feet along the arc of a curve to the right having a radius of 350.00 feet and being subtended by a long chord bearing N09°25'55"E and with a distance of 431.66 feet; thence N25°07'21"E 52.59 feet; thence N54°00'00"E 85.26 feet; thence 336.19 feet along the arc of a curve to the right having a radius of 1682.31 feet and being subtended by a long chord bearing N59°43'30"E and with a distance of 335.63 feet; thence 8.69 feet along the arc of a curve to the left having a radius of 3538.81 feet and being subtended by a long chord bearing N65°22'49"E and with a distance of 8.68 feet; thence N24°41'18"W 160.53 feet; thence N60°36'44"E 236.81 feet; thence N72°06'37"E 266.24 feet; thence 338.41 feet along the arc of a curve to the left having a radius of 543.79 feet and being subtended by a long chord bearing S10°55'05"E and with a distance of 332.98 feet; thence S28°38'04"W 21.63 feet; thence N61°29'50"E 30.00 feet to the POINT OF BEGINNING; thence N28°38'04"W 21.70 feet; thence 319.74 feet along the arc of a curve to the right having a radius of 513.79 feet and being subtended by a long chord bearing N10°55'05"W and with a distance of 314.61 feet; thence continuing 49.26 feet along the 513.79 foot radius curve to the right being subtended by a long chord bearing N09°39'24"E and with a distance of 49.24 feet; thence N12°24'12"E 8.11 feet; thence 62.09 feet along the arc of a curve to the right having a radius of 535.31 feet and being subtended by a long chord bearing N15°43'33"E and with a distance of 62.05 feet; thence 194.48 feet along the arc of a curve to the left having a radius of 1250.00 feet and being subtended by a long chord bearing N14°35'29"E and with a distance of 194.28 feet; thence N10°08'04"E 250.11 feet; thence 117.76 feet along the arc of a curve to the right having a radius of 400.00 feet and being subtended by a long chord bearing N18°34'07"E and with a distance of 117.34 feet; thence N27°00'10"E 76.97 feet; thence 137.14 feet along the arc of a curve to the left having a radius of 500.00 feet and being subtended by a long chord bearing N19°08'43"E and with a distance of 136.71 feet; thence N11°17'16"E 155.34 feet; thence 87.51 feet along the arc of a curve to the left having a radius of 150.00 feet and being subtended by a long chord bearing N05°25'34"W and with a distance of 86.28 feet; thence N22°08'24"W 53.97 feet to the Point of Ending, said point being the center of a 60.00 foot radius cul-de-sac and being subject to any other easements, restrictions, reservations, and/or right-of-ways of record.

(d) **CART PATH.** A 10.00 foot wide easement to be used for a golf cart path in a part of Section 01, T7N, R9E, City of Lapeer, Lapeer County, Michigan, with a centerline described as having a POINT OF BEGINNING being N01°02'33"E 1547.90 feet along the North-South ¼ line of said Section 01 and the centerline of Davison Road (State Highway M-21), S61°28'32"W 42.71 feet, N18°36'28"W 50.76 feet, N05°33'28"W 88.42 feet, 465.14 feet along the arc of a 350.00 foot radius curve to the right with a central angle of 76°08'39" and being subtended by a long chord bearing N09°25'55"E with a distance of 431.66 feet, N25°07'21"E 52.59 feet, N54°00'00"E 85.26 feet, 336.19 feet along the arc of a 1682.31 foot radius curve to the right with a central angle of 11°27'00" and being subtended by a long chord bearing N59°43'30"E with a distance of 335.63 feet, 8.69 feet along the arc of a 3538.81 foot radius curve to the left with a central angle of 00°08'26" and being subtended by a long chord bearing N65°22'49"E with a distance of 8.68 feet, N24°41'18"W 160.53 feet, N60°36'44"E 236.81 feet, N21°00'07"E 723.43 feet, N72°23'30"W 266.27 feet, and N30°28'32"E 45.63 feet from the South ¼ corner of said Section 01; thence S72°06'31"E 263.00 feet; thence S51°13'08"E 32.25 feet; thence S72°06'31"E 91.67 feet to the Point of Ending and being subject to any other easements, restrictions, or reservations of record.



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(e) UNIT EXTERIORS.

SECTION 2. RESPONSIBILITIES. The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows:

(a) CO-OWNER RESPONSIBILITIES.

(i) UNITS. The responsibility for and the costs of maintenance, decoration, and repair of the interior of each Unit shall be borne by the Co-owner of such Unit.

(b) ASSOCIATION RESPONSIBILITIES. The costs of maintenance, repair and replacement of all General Common Elements shall be borne by the Association. The Association shall not be responsible for performing any maintenance, repair or replacement with respect to the interior of any Unit.

(j) ROAD. The following described portion of Devonshire Drive is shared with other property owners and shall be maintained, repaired, replaced and snowplowed as per the Declaration of Easements recorded in Liber 1718 pages 296 through 326, Lapeer County Records.

Part of Section 1, T7N, R9E, City of Lapeer, Lapeer County, Michigan described as beginning at a point N01°02'33"E 1892.43 feet along the North-South ¼ line and N61°29'50"E 975.57 feet from the South ¼ corner of said Section 1; thence N28°38'04"W 21.63 feet; thence 338.42 feet along a 543.79 feet radius curve to the right, central angle 35°39'25", chord bearing and distance of N10°55'05"W 332.98 feet; thence N72°07'45"E 70.49 feet; thence 326.83 feet along a 480.71 feet radius curve to the left, central angle 38°57'19" chord bearing and distance of S09°02'27"E 320.57 feet; thence S28°38'04"E 23.79 feet; thence S61°29'50"W 63.08 feet to the point of beginning. Being subject to any restrictions, easements and/or right of way of record.

(ii) BALANCE OF ROAD. The balance of Devonshire Drive as described in Article IV Section 1(c) above shall be maintained, repaired, replaced and snowplowed at the expense of the Devonshire Place Condominiums Association.

(2) SEWAGE PUMPING STATIONS. There will be one (1) sewage pumping station shared with the Condominium, Devonshire Retirement Village, L.L.C., and Prodo, Inc., their successors and/or assigns. The sewage pumping station and feeder lines shall be maintained by the City of Lapeer.

(3) WATER DETENTION AREAS. The water detention area shall be shared with the Condominium, Devonshire Retirement Village, L.L.C., and Prodo, Inc., and their successors, heirs and/or assigns, as per the Declaration of Easements recorded in Liber 1718 pages 296 through 326, Lapeer County Records. The water detention area is described as follows:

An easement to be used for a detention pond in a part of Section 01, T7N, R9E, City of Lapeer, Lapeer County, Michigan, described as having a POINT OF BEGINNING being N01°02'33"E 1547.90 feet along the North-South ¼ line of said Section 01 and the centerline of Davison Road (State Highway M-21), S61°28'32"W 42.71 feet, N18°36'28"W 50.76 feet, N05°33'28"W 88.42 feet, 465.14 feet along the arc of a 350.00-foot radius curve to the right with a central angle of 76°08'39" and being subtended by a long chord bearing N09°25'55"E with a distance of 431.66 feet, N25°07'21"E 52.59 feet, N54°00'00"E 85.26 feet, 336.19 feet along the arc of a 1682.31 foot radius curve to the right with a central angle of 11°27'00" and being subtended by a long chord bearing N59°43'30"E with a distance of 335.63 feet, 8.69 feet along the arc of a 3538.81 foot radius curve to the left with a central angle of 00°08'26" and being subtended by a long chord bearing N65°22'49"E with a distance of 8.68 feet, N24°41'18"W 160.53 feet, and N60°36'44"E 236.81 feet from the South ¼ corner of said Section 01; thence N21°00'07"E 428.57 feet; thence S68°59'53"E 71.14 feet; thence S10°47'35"W 164.63 feet; thence S17°35'28"W 107.69 feet; thence S68°43'14"E 51.20 feet; thence S17°53'23"E 24.45 feet; thence S72°06'37"W 222.62 feet to the Point of Beginning and being subject to any other easements, restrictions, or reservations of record.

(4) CART PATH. The cart path described in Article IV, Section 1(d) shall be maintained by the Association.

(5) STORM WATER SYSTEM. The storm water system throughout the Condominium shall be maintained by the Association. The storm water system shall be located in the following described easement:



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A 12 foot wide easement to be used for a storm sewer in a part of Section 01, T7N, R9E, City of Lapeer, Lapeer County, Michigan, with a centerline described as having a POINT OF BEGINNING being N01°02'33"E 1547.90 feet along the North-South ¼ line of said Section 01 and the centerline of Davison Road (State Highway M-21), S61°28'32"W 42.71 feet, N18°36'28"W 50.76 feet, N05°33'28"W 88.42 feet, 465.14 feet along the arc of a 350.00 foot radius curve to the right with a central angle of 76°08'39" and being subtended by a long chord bearing N09°25'55"E with a distance of 431.66 feet, N25°07'21"E 52.59 feet, N54°00'00"E 85.26 feet, 336.19 feet along the arc of a 1682.31 foot radius curve to the right with a central angle of 11°27'00" and being subtended by a long chord bearing N59°43'30"E with a distance of 335.63 feet, 8.69 feet along the arc of a 3538.81 foot radius curve to the left with a central angle of 00°08'26" and being subtended by a long chord bearing N65°22'49"E with a distance of 8.68 feet, N24°41'18"W 160.53 feet, N60°36'44"E 236.81 feet, N21°00'07"E 428.57 feet, S68°59'53"E 71.14 feet, S10°47'35"W 164.63 feet, and S17°35'28"W 4.15 feet from the South ¼ corner of said Section 01; thence S73°40'16"E 133.13 feet; thence S59°01'14"E 62.40 feet; thence N78°21'42"E 56.86 feet; thence N15°18'20"E 113.11 feet; thence N17°16'58"E 401.91 feet; thence N13°36'14"E 389.13 feet; thence N22°41'05"E 190.77 feet to the Point of Ending and being subject to any other easements, restrictions, or reservations of record.

A 12.00 foot wide easement to be used for a storm sewer in a part of Section 01, T7N, R9E, City of Lapeer, Lapeer County, Michigan, with a centerline described as having a POINT OF BEGINNING being N01°02'33"E 1547.90 feet along the North-South ¼ line of said Section 01 and the centerline of Davison Road (State Highway M-21), S61°28'32"W 42.71 feet, N18°36'28"W 50.76 feet, N05°33'28"W 88.42 feet, 465.14 feet along the arc of a 350.00 foot radius curve to the right with a central angle of 76°08'39" and being subtended by a long chord bearing N09°25'55"E with a distance of 431.66 feet, N25°07'21"E 52.59 feet, N54°00'00"E 85.26 feet, 336.19 feet along the arc of a 1682.31 foot radius curve to the right with a central angle of 11°27'00" and being subtended by a long chord bearing N59°43'30"E with a distance of 335.63 feet, 8.69 feet along the arc of a 3538.81 foot radius curve to the left with a central angle of 00°08'26" and being subtended by a long chord bearing N65°22'47"E with a distance of 8.69 feet, N24°41'18"W 160.53 feet, N60°36'44"E 236.81 feet, N21°00'07"E 428.57 feet, and S68°59'53"E 40.02 feet from the South ¼ corner of said Section 01; thence N17°36'08"E 432.27 feet; thence N18°26'14"E 405.89 feet; thence N33°14'40"E 106.61 feet to the Point of Ending and being subject to any other easements, restrictions, or reservations of record.

A 12.00 foot wide easement to be used for a storm sewer in a part of Section 01, T7N, R9E, City of Lapeer, Lapeer County, Michigan, with a centerline described as having a POINT OF BEGINNING being N01°02'33"E 1547.90 feet along the North-South ¼ line of said Section 01 and the centerline of Davison Road (State Highway M-21), S61°28'32"W 42.71 feet, N18°36'28"W 50.76 feet, N05°33'28"W 88.42 feet, 465.14 feet along the arc of a 350.00 foot radius curve to the right with a central angle of 76°08'39" and being subtended by a long chord bearing N09°25'55"E with a distance of 431.66 feet, N25°07'21"E 52.59 feet, N54°00'00"E 85.26 feet, 336.19 feet along the arc of a 1682.31 foot radius curve to the right with a central angle of 11°27'00" and being subtended by a long chord bearing N59°43'30"E with a distance of 335.63 feet, 8.69 feet along the arc of a 3538.81 foot radius curve to the left with a central angle of 00°08'26" and being subtended by a long chord bearing N65°22'47"E with a distance of 8.69 feet, N24°41'18"W 160.53 feet, N60°36'44"E 236.81 feet, N21°00'07"E 428.57 feet, S68°59'53"E 40.02 feet, and N17°36'08"E 432.27 feet from the South ¼ corner of said Section 01; thence S69°14'14"E 119.70 feet; thence S62°59'50"E 31.81 feet to the Point of Ending and being subject to any other easements, restrictions, or reservations of record.

SECTION 3. UTILITY SYSTEMS. Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunications facilities, if any, described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment, and any telecommunications facilities, shall be General/Common Elements only to the extent of the Co-owner's interest therein, if any, and Developer makes no warranty whatever with respect to the nature or extent of such interest, if any. The extent of the Developer's and Association's responsibility will be to see to it that telephone and electric mains are installed to the structures.

SECTION 4. USE OF UNITS AND COMMON ELEMENTS. No Co-owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any other 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.



ARTICLE V
UNIT DESCRIPTIONS AND PERCENTAGES OF VALUE

SECTION 1. DESCRIPTION OF UNITS. Each Unit in the Condominium Project is described in this Paragraph with reference to the Condominium Subdivision Plan of Devonshire Place Condominiums as prepared by R.S. Scott Associates, Inc. and attached hereto as Exhibit B. Each Unit shall consist of the space contained within the interior finished unpainted walls and ceilings and from the finished subfloors, and basements all as shown on the floor plan and sections in Exhibit B, hereto and delineated with heavy outlines.

SECTION 2. PERCENTAGES OF VALUE. The percentage of value assigned to each Unit is described below.

Table listing units 1 through 45 and their corresponding percentages of value (e.g., Unit 1: 2.163, Unit 16: 2.284, Unit 31: 2.163).

The percentages of value were computed on the basis of the comparative characteristics of the Units. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and expenses of administration and the value of such Co-owner's vote at meetings of the Association of Co-owners.

ARTICLE VI
EASEMENTS

SECTION 1. EASEMENT FOR UTILITIES. There shall be easements to, through and over those portions on the land (including all Units), structures, buildings and improvements in the Condominium for the continuing maintenance, repair, replacement, and enlargement of any General Common Element utilities in the Condominium as depicted on the Condominium Subdivision Plan as the same may be amended from time to time. The easement for the electrical, natural gas, telephone and cable television transmission is described as follows:

A 12.00 foot wide easement to be used for public utilities in a part of Section 01, T7N, R9E, City of Lapeer, Lapeer County, Michigan, with a centerline described as having a POINT OF BEGINNING being N01°02'33"E 1547.90 feet along the North-South 1/4 line of said Section 01 and the centerline of Davison Road (State Highway M-21), S61°28'32"W 42.71 feet, N18°36'28"W 50.76 feet, N05°33'28"W 88.42 feet, 465.14 feet along the arc of a 350.00 foot radius curve to the right with a central angle of 76°08'39" and being subtended by a long chord bearing N09°25'55"E with a distance of 431.66 feet; N25°07'21"E 52.59 feet, N54°00'00"E 85.26 feet, 336.19 feet along the arc of a 1682.31 foot radius curve to the right with a central angle of 11°27'00" and being subtended by a long chord bearing N59°43'30"E with a distance of 335.63 feet, 8.69 feet along the arc of a 3538.81 foot radius curve to the left with a central angle of 00°08'26" and being subtended by a long chord bearing N65°22'49"E with a distance of 8.68 feet, N24°41'18"W 160.53 feet, N60°36'44"E 236.81 feet, N72°06'37"E 228.62 feet, and N17°53'23"W 6.00 feet from the South 1/4 corner of said Section 01; thence continuing N17°53'23"W 21.30 feet; thence N68°43'14"W 48.43 feet; thence N17°35'28"E 102.42 feet; thence N10°47'35"E 170.00 feet; thence N68°59'53"W 27.97 feet; thence N17°36'08"E 426.70 feet; thence N18°26'14"E 385.16 feet; thence N33°14'40"E 159.97 feet; thence



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S77°33'31"E 213.06 feet; thence S22°41'05"W 241.43 feet; thence S13°36'14"W 389.70 feet; thence S17°16'58"W 401.76 feet; thence S15°18'20"W 115.43 feet; thence S78°21'42"W 85.98 feet; thence N76°43'49"W 67.50 feet; thence 63.89 feet along the arc of a 598.00 foot radius curve to the left with a central angle of 06°07'18" and being subtended by a long chord bearing S10°37'35"W with a distance of 63.86 feet; thence S72°06'37"W 37.12 feet to the Point of Beginning and being subject to any other easements, restrictions, or reservations of record.

SECTION 2. EASEMENT TO CITY. The public utility easement includes an easement granted to the City of Lapeer for the purpose of constructing, operating, inspecting, maintaining, repairing, altering, replacing and/or moving pipelines, mains, conduits, and other installations of a similar character (hereinafter collectively called "public structures") for the purpose of providing public utilities, including conveyances of public and/or municipal sewage, and water through and under the property subject to said easement, and excavating and refilling ditches and trenches necessary for the location of such structures. The easements are described as follows:

(a) **SANITARY SEWER EASEMENT.** A 20.00 foot wide easement to be used for a sanitary sewer in a part of Section 01, T7N, R9E, City of Lapeer, Lapeer County, Michigan, with a centerline described as having a POINT OF BEGINNING being N01°02'33"E 1547.90 feet along the North-South ¼ line of said Section 01 and the centerline of Davison Road (State Highway M-21), S61°28'32"W 42.71 feet, N18°36'28"W 50.76 feet, N05°33'28"W 88.42 feet, 465.14 feet along the arc of a 350.00 foot radius curve to the right with a central angle of 76°08'39" and being subtended by a long chord bearing N09°25'55"E with a distance of 431.66 feet, N25°07'21"E 52.59 feet, N54°00'00"E 85.26 feet, 336.19 feet along the arc of a 1682.31 foot radius curve to the right with a central angle of 11°27'00" and being subtended by a long chord bearing N59°43'30"E with a distance of 335.63 feet, 8.69 feet along the arc of a 3538.81 foot radius curve to the left with a central angle of 00°08'26" and being subtended by a long chord bearing N65°22'49"E with a distance of 8.68 feet, N24°41'18"W 160.53 feet, N60°36'44"E 236.81 feet, and N72°06'37"E 319.04 feet from the South ¼ corner of said Section 01; thence N15°06'03"E 260.39 feet; thence N10°31'52"E 317.79 feet; thence N23°26'44"E 240.14 feet; thence N10°40'56"E 251.03 feet; thence N018°38'19"W 125.82 feet to the Point of Ending and being subject to any other easements, restrictions, or reservations of record.

(b) **WATER MAIN EASEMENT.** A 12.00 foot wide easement to be used for a water main in a part of Section 01, T7N, R9E, City of Lapeer, Lapeer County, Michigan, with a centerline described as having a POINT OF BEGINNING being N01°02'33"E 1547.90 feet along the North-South ¼ line of said Section 01 and the centerline of Davison Road (State Highway M-21), S61°28'32"W 42.71 feet, N18°36'28"W 50.76 feet, N05°33'28"W 88.42 feet, 465.14 feet along the arc of a 350.00 foot radius curve to the right with a central angle of 76°08'39" and being subtended by a long chord bearing N09°25'55"E with a distance of 431.66 feet, N25°07'21"E 52.59 feet, N54°00'00"E 85.26 feet, 336.19 feet along the arc of a 1682.31 foot radius curve to the right with a central angle of 11°27'00" and being subtended by a long chord bearing N59°43'30"E with a distance of 335.63 feet, 8.69 feet along the arc of a 3538.81 foot radius curve to the left with a central angle of 00°08'26" and being subtended by a long chord bearing N65°22'49"E with a distance of 8.68 feet, N24°41'18"W 160.53 feet, N60°36'44"E 236.81 feet, and N72°06'37"E 276.17 feet from the South ¼ corner of said Section 01; thence 47.10 feet along the arc of a 534.79 foot radius curve to the right with a central angle of 05°02'46" and being subtended by a long chord bearing N09°52'49"E with a distance of 47.08 feet; thence N12°24'12"E 8.11 feet; thence 64.52 feet along the arc of a 556.31 foot radius curve to the right with a central angle of 06°38'43" and being subtended by a long chord bearing N15°43'34"E with a distance of 64.49 feet; thence 191.21 feet along the arc of a 1229.00 foot radius curve to the left with a central angle of 08°54'51" and being subtended by a long chord bearing N148°35'30"E with a distance of 191.02 feet; thence N10°08'04"E 250.11 feet; thence 123.95 feet along the arc of a 421.00 foot radius curve to the right with a central angle of 16°52'06" and being subtended by a long chord bearing N18°34'07"E with a distance of 123.50 feet; thence N27°00'10"E 76.97 feet; thence 131.38 feet along the arc of a 479.00 foot radius curve to the left with a central angle of 158°42'54" and being subtended by a long chord bearing N19°08'43"E with a distance of 130.97 feet; thence N11°17'16"E 175.07 feet; thence N05°15'56"W 45.11 feet to the Point of Ending and being subject to any other easements, restrictions, or reservations of record.

A 12.00 foot wide easement to be used for a water main in a part of Section 01, T7N, R9E, City of Lapeer, Lapeer County, Michigan, with a centerline described as having a POINT OF BEGINNING being N01°02'33"E 1547.90 feet along the North-South ¼ line of said Section 01 and the centerline of Davison Road (State Highway M-21), S61°28'32"W 42.71 feet, N18°36'28"W 50.76 feet, N05°33'28"W 88.42 feet, 465.14 feet along the arc of a 350.00 foot radius curve to the right with a central angle of 76°08'39" and being subtended by a long chord bearing N09°25'55"E with a distance of 431.66 feet,



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N25°07'21"E 52.59 feet, N54°00'00"E 85.26 feet, 336.19 feet along the arc of a 1682.31 foot radius curve to the right with a central angle of 11°27'00" and being subtended by a long chord bearing N59°43'30"E with a distance of 335.63 feet, 8.69 feet along the arc of a 3538.81 foot radius curve to the left with a central angle of 00°08'26" and being subtended by a long chord bearing N65°22'47"E with a distance of 8.69 feet, N24°41'18"W 160.53 feet, N60°36'44"E 236.81 feet, N218°00'07"E 723.43 feet, N72°23'30"W 266.27 feet, and N308°28'32"E 33.85 feet from the South ¼ corner of said Section 01; thence S72°06'31"E 385.87 feet to the Point of Ending and being subject to any other easements, restrictions, or reservations of record.

SECTION 3. EASEMENTS RETAINED BY DEVELOPER.

(a) **UTILITY EASEMENTS.** The Developer also hereby reserves for the benefit of itself, its successors and assigns, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in the Condominium, including but not limited to, water, gas, storm and sanitary sewer mains. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located in the Condominium 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. All expenses of maintenance, repair and replacement of any utility mains referred to in this Section shall be shared by this Condominium and any developed portions of the land described in Article VI which are served by such mains. The Co-owners of this Condominium shall be responsible from time to time for payment of a proportionate share of said 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 numerator plus all other dwelling Units in the land described in Article VI that are served by such mains.

SECTION 4. GRANT OF EASEMENTS BY ASSOCIATION. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium subject, however, to the approval of the Developer so long as the Development and Sales Period has not expired. No easements created under the Condominium Documents may be modified, nor may any of the obligations with respect thereto be varied, without the consent of the easement holder benefited thereby.

SECTION 5. ASSOCIATION, DEVELOPER AND UTILITIES EASEMENTS FOR MAINTENANCE, REPAIR AND REPLACEMENT. The Developer, the Association and all public or private utilities shall have such easements as reflected in Exhibit B, over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration, replacement or upkeep which they or any of them are required or permitted to perform under the Condominium Documents or by law or to respond to any emergency or common need of the Condominium. While it is intended that each Co-owner shall be solely responsible for the performance and costs of all maintenance, repair and replacement of any decoration of the residence and all other appurtenances and improvements constructed or otherwise located within his Unit, it is nevertheless a matter of concern that a Co-owner may fail to properly maintain the exterior of his Unit in a proper manner and in accordance with the standards set forth in Article VI of the Bylaws. Therefore, in the event a Co-owner fails, as required by this Master Deed or the Bylaws, to properly and adequately maintain, decorate, repair, replace or otherwise keep his Unit or any improvements or appurtenances located therein, the Association (and/or the Developer during the Development and Sales Period) shall have the right, and all necessary easements in furtherance thereof, (but not the obligation) to take whatever action or actions it deems desirable to so maintain, decorate, repair or replace the Unit or its appurtenances all at the expense of the Co-owner of the Unit. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or Developer's) right to take any such action at a future time. All costs incurred by the Association or the Developer in performing any responsibilities which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his monthly assessment next falling due; further, the lien for non-payment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

SECTION 6. TELECOMMUNICATIONS AGREEMENT. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Development and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring



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agreements, right-of-way agreements, access agreements, and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provisions of any federal, state, or local law or ordinance. Any and all sums paid by any telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

ARTICLE VII RIGHTS RETAINED BY THE DEVELOPER

Developer, its successors or assigns, retains all rights to the following described parcel for a period of ten (10) years from the date of this Master Deed. Said parcel being an approximate 66 foot wide strip of land across the Rolling Hills Golf Course. If after ten (10) years Developer has not conveyed this parcel to another party then it shall revert to the Condominium Association. If Developer conveys this parcel to another party the Condominium Association shall join in the conveyance, if necessary.

Part of Section 1, T7N-R9E, City of Lapeer, Lapeer County, Michigan, described as beginning at a point that is N01°02'33"E 1547 feet along the North-South ¼ line, and along the centerline of Davison Road (State Highway M-21), S61°28'32"W 42.71 feet, and N18°36'28"W, 50.76 feet, and N05°33'28"W, 88.42 feet, and 465.14 feet along an arc of a 350.00 foot radius curve to the right (said curve having a central angle of 76°08'39", subtending a chord which bears N09°25'55"E 431.66 feet, and N25°07'21"E, 52.59 feet, and N54°00'00"E 85.26 feet, and 336.19 feet along an arc of a 1682.31 foot radius curve to the right (said curve having a central angle of 11°27'00", subtending a chord which bears N59°43'30"E 335.63 feet), and 8.69 feet along an arc of a 3538.81 foot radius curve to the left (said curve having a central angle of 00°08'26", subtending a chord which bears N65°22'47"E 8.69 feet), and N24°41'18"W 160.53 feet, and N60°36'44"E, 236.81 feet from the South quarter corner of said Section 1; thence N21°00'07"E, 723.43 feet to the POINT OF BEGINNING; thence N72°23'30"W, 266.27 feet; thence N30°28'32"E, 67.70 feet; thence S72°23'30"E, 255.18 feet; thence S21°03'53"W 66.12 feet to the Point of Beginning. Subject to easements and restrictions of record.

ARTICLE VIII AMENDMENT

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

SECTION 1. MODIFICATION OF UNITS OR COMMON ELEMENTS. No Unit may be modified in any material way.

SECTION 2. MORTGAGE CONSENT. Whenever a proposed amendment would materially alter or change the rights of mortgagees generally, then such amendments shall require the approval of 66-2/3% of all first mortgagees of record allocating one vote for each mortgage held.

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

SECTION 4. CHANGE IN PERCENTAGE OF VALUE. The value of the vote of any Co-owner and the corresponding proportion of Common Elements assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent.



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SECTION 5. TERMINATION, VACATION, REVOCATION OR ABANDONMENT. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of the Developer and 80% of non-Developer Co-owners.

SECTION 6. DEVELOPER APPROVAL. During the Development and Sales Period, this Master Deed and Exhibits A and B hereto shall not be amended nor shall the provisions thereof be modified in any way without the written consent of the Developer.

SECTION 7. CITY. This Master Deed shall not be amended without the prior approval of the City of Lapeer City Commission.

**ARTICLE IX
ASSIGNMENT**

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or Bylaws, 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 Lapeer County Register of Deeds.

In The Presence Of:

ROLLING HILLS REALTY, INC.

TERRI MCNITT

BY: Sandra J. Hendrickson, it's President

BLUE RESTORATION, L.L.C.

BY: Craig L. Blue, Managing Member

PRODO, INC.

TERRI MCNITT

BY: John A. Rapanos, it's President



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STATE OF MICHIGAN
COUNTY OF LAPEER

On the 20th day of July, 2004, the foregoing Master Deed was acknowledged before me by Sandra J. Hendrickson, President of Rolling Hills Realty, Inc., a Michigan corporation, for and on behalf of the corporation, to me known to be the same person described in and who executed the within instrument, who acknowledged the same to be its free act and deed, and Craig L. Blue, Managing Member of Blue Restoration, L.L.C., a Michigan limited liability company, for and on behalf of the company, to me known to be the same person described in and who executed the within instrument, who acknowledged the same to be its free act and deed.

My Commission Expires: 3-2-2005

[Signature]
NOREEN KAY WIGGINS
Notary Public, Lapeer County, Michigan
Acting in Lapeer County 3-2-2005

STATE OF MICHIGAN
COUNTY OF MIDLAND

On the 20th day of July, 2004, the foregoing Master Deed was acknowledged before me by John A. Rapanos, President of Prodo, Inc., a Michigan corporation, for and on behalf of the corporation, to me known to be the same person described in and who executed the within instrument, who acknowledged the same to be its free act and deed.

My Commission Expires: 12/01/2006

[Signature]
TERRI MCNUTT
Notary Public, Midland County, Michigan
Acting in Midland County

Drafted by: S. Hendrickson
Rolling Hills Realty, Inc.
P.O. Box 185
Lapeer, MI 48446

Return To: Rolling Hills Realty, Inc.
P.O. Box 185
Lapeer, MI 48446



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**DEVONSHIRE PLACE CONDOMINIUMS
EXHIBIT A
BYLAWS**

**ARTICLE I
ASSOCIATION OF CO-OWNERS**

Devonshire Place Condominiums, a residential Condominium Project, located in the City of Lapeer, Lapeer County, Michigan, shall be administered by an Association of Co-owners which shall be a non-profit corporation, hereinafter called the "Association", organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3(8) of the Act and the Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Co-owner shall be entitled to membership and no other person or entity shall be entitled to membership. The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed and other Condominium Documents for the Condominium Project available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Condominium Project. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

**ARTICLE II
ASSESSMENTS**

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

SECTION 1. ASSESSMENTS FOR COMMON ELEMENTS. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute expenditures affecting the administration of the Condominium Project, and all sums received as the proceeds of, or pursuant to, any policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

SECTION 2. DETERMINATION OF ASSESSMENTS. Assessments shall be determined in accordance with the following provisions:

(a) **BUDGET.** The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those Common



Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular payments as set forth in Section 3 below rather than by special assessments. At a minimum, the reserve fund shall be equal to 10% of the Association's current annual budget on a non-cumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for this particular project, the Association of Co-owners should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget, although the failure to deliver a copy of the budget to each Co-owner shall not affect or in any way diminish the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time decide, in the sole discretion of the Board of Directors that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, the Board of Directors shall have the authority to increase the general assessments or to levy such additional assessment or assessments as it shall deem to be necessary.

SECTION 3. APPORTIONMENT OF ASSESSMENTS AND PENALTY FOR DEFAULT. Unless otherwise provided herein or in the Master Deed, all assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentages of value allocated to each Unit in Article V of the Master Deed. 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. The Association may assess reasonable automatic late charges or may, pursuant to Article XIX, Section 4 hereof, levy fines for late payment of assessments. Each Co-owner (whether 1 or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to his Unit which may be levied while such Co-owner is the owner thereof, except a land contract purchaser from any Co-owner including the Developer shall be so personally liable and such land contract seller shall not be personally liable for all such assessments levied up to and including the date upon which such land contract seller actually takes possession to the Unit following extinguishment of all rights to the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorney's fees; second, to any interest, late charges and fines for late payment on such installments; and third, to installments in default in order of their due dates.

SECTION 4. WAIVER OF USE OR ABANDONMENT OF UNIT. No Co-owner may exempt himself from liability for his contribution toward the expense of administration by waiver of the use or enjoyment of any of the Common Elements.

SECTION 5. ENFORCEMENT.

(a) **REMEDIES.** In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. In the event of default by the 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 assessments for the pertinent fiscal year immediately due and payable.

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



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(c) **NOTICE OF ACTION.** Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of 10 days after mailing, by first class mail, postage prepaid, return receipt requested, addressed to the delinquent Co-owner(s) at his or their last known address, a written notice that one (1) or more installments of the annual assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within 10 days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, and (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney's fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. Such affidavit shall be recorded in the office of the Register of Deeds in the county in which the Project is located prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the 10 day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the delinquent Co-owner and shall inform him that he may request a judicial hearing by bringing suit against the Association.

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

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

SECTION 7. DEVELOPER'S RESPONSIBILITY FOR ASSESSMENTS. The Developer of the Condominium, although a member of the Association, shall not be responsible at any time for payment of the regular Association assessments. The Developer, however, shall at all times pay all expenses of maintaining the Units that it owns, including the improvements located thereon, together with a proportionate share of all current expenses of administration actually incurred by the Association from time to time, except expenses related to maintenance and use of the Units in the Project and of the improvements constructed within or appurtenant to the Units that are not owned by Developer. For purposes of the foregoing sentence, the Developer's proportionate share of such expenses shall be based upon the ratio of all Units owned by the Developer at the time the expense is incurred to the total number of Units in the Project. In no event shall the Developer be responsible for payment of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments except with respect to Units owned by it on which a completed building is located. Any assessments levied by the Association against the Developer for other purposes shall be void without Developer's consent. Further, the Developer shall in no event be liable for any assessment levied in whole or in part to purchase any Unit from the Developer or to finance any litigation or other claims against the Developer, any cost of investigating and preparing such litigation or claim or any similar or related costs. A "completed building" shall mean a building with respect to which the City of Lapeer has issued a certificate of occupancy.

SECTION 8. STATEMENT AS TO UNPAID ASSESSMENTS. The purchaser of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments thereon, whether regular or special. Upon written request to the Association, accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied, provided, however, that the failure of a purchaser to request such statement at least (five) 5 days prior to the closing of the purchase of such Unit shall render any unpaid



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assessments and the lien securing the same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record.

ARTICLE III ARBITRATION

SECTION 1. SCOPE AND ELECTION. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between the Co-owners and the Association, upon the election and written consent of the parties to any such disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such arbitration), and upon written notice to the Association, shall be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

SECTION 2. JUDICIAL RELIEF. In the absence of the election and written consent of the parties pursuant to Section 1 above, no Co-owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

SECTION 3. ELECTION OF REMEDIES. Such election and written consent by Co-owners of the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

ARTICLE IV INSURANCE

SECTION 1. EXTENT OF COVERAGE. The Association shall, to the extent appropriate in light of the nature of the General Common Elements of the Project, carry liability insurance, if applicable, pertinent to the ownership, use and maintenance of General Common Elements and the administration of the Condominium Project. Each Co-owner shall be obligated and responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to the buildings and all other improvements constructed or to be constructed within the perimeter of his Condominium Unit and for his personal property located therein or thereon or elsewhere on the Condominium Project. Each Co-owner also shall be obligated to obtain coverage for his personal liability for occurrences within the perimeter of his Unit or the improvements located thereon, and also for any other personal insurance coverage that the Co-owner wishes to carry. The Association shall, under no circumstances, have any obligation to obtain any of the insurance coverage required to be carried by a Co-owner.

SECTION 2. INDEMNIFICATION. Each individual Co-owner shall indemnify and hold harmless every other Co-owner, the Developer and the Association for all damages and costs, including attorneys' fees, which such other Co-owners, the Developer or the Association may suffer as a result of defending any claim arising out of an accordance on or within such individual Co-owner's Unit and shall carry insurance to secure this indemnity if so required by the Association (or the Developer during the Development and Sales Period). This Section 2 shall not be construed to give any insurer any subrogation right or other right or claim against any individual Co-owner, however.



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**ARTICLE V
RECONSTRUCTION AND REPAIR/EMINENT DOMAIN**

SECTION 1. ASSOCIATION RESPONSIBILITY FOR REPAIR. Immediately after the occurrence of a casualty causing damage to a General Common Element, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not to defray the estimated cost of reconstruction or repair required to be performed by the Association, or if any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the cost thereof are insufficient, assessment shall be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair.

SECTION 2. TIMELY RECONSTRUCTION AND REPAIR. If damage to the General Common Elements adversely affects the appearance or utility of the Project, the Association shall proceed with replacement of the damaged property without delay.

SECTION 3. CO-OWNER'S RESPONSIBILITY. Each Co-owner shall be responsible for all maintenance, repair and replacement required within his Unit.

SECTION 4. EMINENT DOMAIN. The following provisions shall control upon any taking by eminent domain.

(a) **TAKING OF UNIT OR IMPROVEMENTS THEREON.** In the event of any taking of all or any portion of a Unit or any improvements thereon by eminent domain, the award for such taking shall be paid to the Co-owner of such Unit and the Mortgagee thereof, as their interest may appear, notwithstanding any provision of the Act to the contrary. If a Co-owner's entire Unit is taken by eminent domain, such Co-owner and his mortgagee shall, after acceptance of the condemnation award therefor, be divested of all interest in the Condominium Project.

(b) **TAKING OF GENERAL COMMON ELEMENTS.** If there is any taking of any portion of the General Common Elements, the condemnation proceeds relative to such taking shall be paid to the Co-owners and their mortgagees in proportion to their respective interest in the Common Elements and the affirmative vote of more than 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) **CONTINUATION OF CONDOMINIUM AFTER TAKING.** In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be resurveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-owners based upon the continuing value of the Condominium of 100%. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner.

(d) **NOTIFICATION OF MORTGAGEES.** In the event any Unit in the Condominium, or any portion thereof, or the Common Elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association shall promptly so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium

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

SECTION 5. PRIORITY OF MORTGAGEE INTERESTS. Nothing contained in the Condominium Documents shall be construed to give a Co-owner or any other party priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Co-owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.



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ARTICLE VI RESTRICTIONS

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

SECTION 1. RESIDENTIAL USE.

(a) **SINGLE FAMILY.** No Unit in the Condominium shall be used for other than single-family residential purposes (except that persons not of the same immediate family residing together may occupy a condominium unit with written consent of the Board of Directors which consent shall not be unreasonably withheld) and the Common Elements shall be used only for the purposes consistent with single-family residential use. A family shall mean one person or a group of two or more persons related by bonds of consanguinity, marriage, or legal adoption. Co-owners may operate home businesses so long as the Board of Directors has given written consent.

(b) **SENIOR CITIZEN.** Devonshire Place Condominiums was developed as a senior citizen community. At all times a minimum of 80% of the units must be occupied by at least one person 55 years of age or older.

SECTION 2. LEASING AND RENTAL.

(a) **RIGHT TO LEASE.** A Co-owner may lease or sell his Unit for the same purposes set forth in Section 1 of this Article VI; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in subsection (b) below. With the exception of a lender in possession of a Unit following a default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-owner shall lease less than an entire Unit in the Condominium and no tenant shall be permitted to occupy except under a lease the initial term of which is at least six (6) months unless specifically approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer may lease any number of Units in the Condominium in his discretion.

(b) **LEASING PROCEDURES.** The leasing of Units in the Project shall conform to the following provisions:

(1) A Co-owner, including the Developer, desiring to rent or lease a Unit, shall disclose that fact in writing to the Association at least 10 days before presenting a lease form to a potential lessee and, at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. If the Developer desires to rent Units before the Transitional Control Date, he shall notify either the Advisory Committee or each Co-owner in writing. Within five (5) days after such a lease is executed, the Co-owner shall provide to the Association all information on the tenant(s) as the Association may require.

(2) Tenants and non-owner occupants shall comply with all of the conditions of the Condominium Documents and all leases and rental agreements shall so state.

(3) If the Association determines that the tenant or non-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

(i) The Association shall notify the Co-owner by certified mail advising of the alleged violation by the tenant.

(ii) The Co-owner shall have 15 days after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.

(iii) If after 15 days, the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or non-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or non-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this subparagraph may be summary proceeding. The



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Association may hold both the tenant and the Co-owner liable for any damages to the Common Elements caused by the Co-owner or tenant in connection with the Unit or Condominium Project.

(4) When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not constitute a breach of the rental agreement or lease by the tenant.

SECTION 3. ALTERATIONS AND MODIFICATIONS OF COMMON ELEMENTS. No Co-owner shall make alterations in exterior appearance or make structural modifications to his condominium unit (including interior walls), or make changes in any of the common elements, limited or general, without the express written approval of the Board of Directors, including, without limitation, erection of antennas, lights, aerials, awnings, flag poles 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. No Co-owner shall in any way restrict access to any utility line, or any other element that must be accessible to service the Common Elements or any element which affects an Association responsibility in any way.

SECTION 4. DECKS AND PATIOS. A co-owner shall be permitted to construct a deck behind his or her unit however the deck may not extend more than 12 feet from the exterior of the unit and may not extend on any easements. The Board of Directors must approve all deck and patio plans prior to construction. A co-owner shall be permitted to screen in his or her deck provided the screening is of a design and color approved by the Board of Directors and the deck is located within the set back requirements of the City of Lapeer. The deck and the screening shall be a limited common element as defined in the Master Deed. The cost of installation, maintenance and any damages caused to the common elements, limited common elements, private property or persons shall be the sole responsibility of the co-owner to whose unit the deck or screening is appurtenant. In the event any co-owner fails to pay any of the costs, expenses or damages associated with or resulting from such deck or screening, the Board of Directors may levy a special assessment against the unit and collect the same in the same manner as provided elsewhere in the Master Deed and Bylaws or the Michigan Condominium Act of 1978, as amended.

SECTION 5. FENCES. No fence shall be constructed permanently or temporarily in any yard of any Unit.

SECTION 6. ACTIVITIES. No immoral, improper, unlawful, noxious or offensive activity shall be carried on in any Unit or upon the Common Elements nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium. No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit at any time and disputes among Co-owners, arising as a result of this provision which cannot be amicably resolved, shall be arbitrated by the Association. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: Any activity involving the use of firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices.

SECTION 7. PETS. No animals, other than household pets, shall be maintained by any Co-owner. No animal may be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal shall be permitted to run loose at any time upon the Common Elements and any animal shall at all times be leashed and attended by some responsible person while on the Common Elements. No savage or dangerous animal shall be kept and any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as the result of the presence of such animal on the premises, whether or not the Association has given its permission therefore. Each Co-owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner. No dog which barks and can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements even if permission was previously granted to maintain the pet on the premises. The Association may



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charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association may, without liability to the Co-owner thereof, remove or cause to be removed any animal from the Condominium which it determines to be in violation of the restrictions imposed by this Section. The Association shall have the right to require that any pets be registered with it and may adopt such reasonable rules and regulations with respect to animals, as it may deem proper. In the event of any violation of this Section, the Board of Directors of the Association may assess fines for such violation in accordance with these Bylaws and in accordance with duly adopted rules and regulations of the Association or alternatively revoke the right to maintain such pets.

SECTION 8. AESTHETICS. The Common Elements shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. Trash receptacles shall be maintained in areas designated therefore 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. No refuse pile or other unsightly or objectionable materials shall be allowed on any Unit unless the same shall be properly concealed. Refuse, ashes, building materials, garbage or debris of any kind shall be treated in such manner as not to be offensive and visible to any other Co-owners in the Condominium. In general, no activity shall be carried on nor condition maintained by a Co-owner, either in his Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium. Without written approval by the Association, no Co-owner shall change in any way the exterior appearance of the residence and other improvements and appurtenances located within his Unit. Thus, in connection with any maintenance, repair, replacement, decoration or redecoration of such residence, improvements or appurtenances, no Co-owner shall modify the design, material or color of any such item including, without limitation, windows, doors, screens, roofs, siding or any other component which is visible from a Common Element or other Unit.

SECTION 9. VEHICLES. No house trailers, commercial vehicles, boat trailers, boats, camping trailers, motorcycles, all-terrain vehicles, snowmobile trailers or vehicles, other than automobiles or vehicles used primarily for general personal transportation purposes, may be parked or stored upon the premises of the Condominium unless in garages. Passenger vehicles and golf carts shall be parked in garages to the extent possible. Garage doors shall be kept closed when not in use. No inoperable vehicles of any type may be stored outdoors under any circumstances. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pickups in the normal course of business. The Association may prohibit parking of vehicles other than passenger vehicles on the Common Elements. Co-owners shall, if the Association shall require, register with the Association all cars maintained on the Condominium Premises.

SECTION 10. ADVERTISING. No signs or other advertising devices of any kind shall be displayed which are visible from the exterior of a Unit or on the Common Elements, (but not including "For Sale" signs) without written permission from the Association and, during the Development and Sales Period, from the Developer. Any such sign shall have not more than nine (9) square feet of surface area and the top of which shall be five (5) feet or less above the ground.

SECTION 11. RULES AND REGULATIONS. It is intended that the Board of Directors of the Association may make rules and regulations from time to time to reflect the needs and desires of the majority of the Co-owners in the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association, including the first Board of Directors (or its successors) prior to the Transitional Control Date. Copies of all such rules, regulations and amendments thereto, shall be furnished to all Co-owners, and shall become effective 30 days after receipt by the Co-owners.

SECTION 12. RIGHT OF ACCESS OF ASSOCIATION. The Association or its duly authorized agents shall have access to each Unit from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary to carry out any responsibilities imposed on the Association by the Condominium Documents. The Association or its agents shall also have access to Units as may be necessary to respond to emergencies. The Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to his/her Unit caused thereby. This provision, in and of itself, shall not be construed to permit access to the interiors of residences or other structures.



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SECTION 13. COMMON ELEMENT MAINTENANCE. Sidewalks (if any), yards, landscaped areas, driveways, and parking areas shall not be obstructed nor shall they be used for purposes other than that for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or other obstructions may be left unattended on or about the Common Elements. No noisy vehicles such as motorcycles, mini-bikes or all-terrain vehicles shall be operated on the Condominium roadways except as may be minimally necessary for ingress and egress to and from Units.

SECTION 14. CO-OWNER MAINTENANCE. Each Co-owner shall maintain his Unit in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other Common Elements 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 limited by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount). 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. RESERVED RIGHTS OF DEVELOPER.

(a) **PRIOR APPROVAL OF DEVELOPER.** During the Development and Sales Period, no buildings, fences, walls, retaining walls, drives, walks or other structures or improvements shall be commenced, erected, maintained, nor shall any addition to, or change or alteration to any structure be made (including in color or design), except interior alterations which do not affect structural elements of any Unit, nor shall any hedges, trees or substantial plantings or landscaping modification be made, until plans and specifications, acceptable to the Developer, showing the nature, kind, shape, height, materials, color scheme, location and approximate cost of such structure or improvement and the grading or landscaping plan of the area to be affected shall have been submitted to and approved in writing by Developer, its successors or assigns, and a copy of said plans and specifications, as finally approved, lodged permanently with the Developer. The Developer shall have the right to refuse to approve any such plan or specifications, or grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans, specifications, grading or landscaping, it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to effect the same, and the degree of harmony thereof with the Condominium as a whole. The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all Co-owners.

(b) **DEVELOPER'S RIGHTS IN FURTHERANCE OF DEVELOPMENT AND SALES.** None of the restrictions obtained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Development and Sales Period or the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary elsewhere herein contained, Developer shall have the right to maintain a sales office (including a temporary building or mobile trailer), model units, advertising display signs, storage areas, and reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project by the Developer and may continue to do so during the entire Development and Sales Period.

(c) **ENFORCEMENT OF BYLAWS.** The Condominium Project shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private, residential community for the benefit of the Co-owners and all persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace and landscape in a manner consistent with the maintenance of such high standards, then the Developer, or any person to whom he may assign this right, at his option, may elect to maintain, repair and/or replace any Common Elements and/or to do any landscaping required by these Bylaws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce



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these Bylaws throughout the Development and Sales Period which right of enforcement shall include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws.

ARTICLE VII VOTING

SECTION 1. VOTE. Except as limited in these Bylaws, each Co-owner shall be entitled to one (1) vote for each Condominium Unit owned.

SECTION 2. ELIGIBILITY TO VOTE. No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he/she has presented evidence of ownership of a Unit in the Condominium Project to the Association. Except as provided in Article XI, Section 2 of these Bylaws, no Co-owner, other than the Developer, shall be entitled to vote prior to the date of the First Annual Meeting of members held in accordance with Section 2 of Article IX. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 3 of this Article VIII below or by proxy given by such individual representative. The Developer shall be the only person entitled to vote at a meeting of the Association until the First Annual Meeting of members and shall be entitled to vote during such period notwithstanding the fact that the Developer may own no Units at some time or from time to time during such period. At and after the First Annual Meeting, the Developer shall be entitled to one (1) vote for each Unit which it owns.

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

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

SECTION 5. VOTING. Votes may be cast only in person or by writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

SECTION 6. MAJORITY. A majority, except where otherwise provided herein, shall consist of more than 50% in value of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority herein above set forth and may require such majority to be one of both number and value of designated voting representatives present in person the Association.



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ARTICLE VII MEETINGS

SECTION 1. PLACE OF MEETING. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Co-owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Sturis' Code of Parliamentary Procedure, Roberts Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Condominium Documents (as defined in the Master Deed) or the laws of the State of Michigan.

SECTION 2. FIRST ANNUAL MEETING. The First Annual Meeting of members of the Association may be convened only by the Developer and may be called at any time after more than 50% in number of the Units in Devonshire Place 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 75% in number of all Units 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. Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting of members. The date, time and place of such meeting shall be set by the Board of Directors, and at least 10 days notice thereof shall be given to each Co-owner.

Section 3. ANNUAL MEETINGS. Annual meetings of members of the Association shall be held on the third Tuesday of March each succeeding year after the year in which the First Annual Meeting is held, at such time and place as shall be determined by the Board of Directors; provided, however, that the second annual meeting shall not be held sooner than 8 months after the date of the First Annual Meeting. At such meetings there shall be elected by ballot of the Co-owners a Board of Directors and President to replace the Developer who shall be the person designated to administer the affairs of the Association in accordance with M.C.L.A. 559.154 of the Condominium Act, and in accordance with the requirements of Article XI of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

SECTION 4. ESTIMATE OF EXPENSES. The Board of Directors shall obtain from at least two (2) private contractors each year the cost of maintaining Devonshire Drive in accordance with the established standards of the City of Lapeer, and the Board of Directors shall cause it to be so maintained. The determination of the necessity for repairs or maintenance to Devonshire Drive shall be made by the Board of Directors and shall include, but is not limited to, grading, repair of drainage structures, repair of frost or water damage, removal of trees, snow removal or plowing, and repairs and maintenance necessary to comply with the City standards. The selection of the party or parties who provide material and/or labor for the repairs shall be made by the Board of Directors.

SECTION 5. EXTRAORDINARY REPAIRS. Any deficiencies in the fund for extraordinary costs or repairs and maintenance to any Common Elements shall be covered and payment made by the Co-owners with their next monthly assessment coming due and shall be paid in the same proportion as all other assessments are made. Delinquent payments may be collected under the same procedures specified for monthly assessments.

SECTION 6. NOTICE TO CITY. The Association shall provide the City Clerk with the name and address of the President of the Association. In the event the Association neglects to maintain or repair the road, and following 30 days after transmittal of notice from the City to the last name and address provided to the City for the President of the Association, the City, or its successor, shall have the power and authority to enter upon the property, or cause its agents or contractors to do so, and perform such maintenance and repair as the City determines to be appropriate. The cost and expense of such maintenance and repair may be collected by the City by the establishment of a special assessment district. Neither the City of Lapeer nor Lapeer County is obligated to maintain Devonshire Drive.

SECTION 7. SPECIAL MEETINGS. It shall be the duty of the President to call a special meeting of the Co-owners as directed by resolution of the Board of Directors or upon a petition signed by one of the Co-owners presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.



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SECTION 8. NOTICE OF MEETINGS. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each Co-owner of record, at least 10 days but not more than 60 days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association by Article VIII, Section 3 of these Bylaws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, shall be deemed due notice.

SECTION 9. ADJOURNMENT. If any meeting of Co-owners cannot be held because a quorum is not in attendance, the Co-owners who are present may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

SECTION 10. ORDER OF BUSINESS. The order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspectors of election (at annual meetings or special meetings held for the purpose of electing Directors or officers); (g) election of Directors (at annual meetings or special meetings held for such purpose); (h) unfinished business; and (i) new business. Meetings of members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be President, Vice President, Secretary/Treasurer.

SECTION 11. ACTION WITHOUT MEETING. Any action which may be taken at a meeting of the members (except for the election or removal of Directors) may be taken without a meeting by written ballot of members. Ballots shall be solicited in the same manner as provided in Section 8 for giving of notice of meetings of members. Such solicitations shall specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt, within the time period specified in the solicitation, of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

SECTION 12. CONSENT OF ABSENTEES. The transactions at any meeting of members, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy; and if, either before or after the meeting, each of the members not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

SECTION 13. MINUTES: PRESUMPTION OF NOTICE. Minutes or a similar record of the proceedings of meetings of members, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

ARTICLE IX ADVISORY COMMITTEE

Within one (1) year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within 120 days after conveyance to purchaser of three (3) Units, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least one (1) non-developer Co-owner. The committee shall be established and perpetuated in any manner the Developer deems advisable, except that if more than two (2) of the non-developer Co-owners petition the Board of Directors for an election to select the Advisory Committee, then an election for such purpose shall be held. The purpose of the Advisory Committee shall be to



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facilitate communications between the temporary Board of Directors and the other Co-owners and to aid in the transition of control of the Association from the Developer to purchaser Co-owners. The Advisory Committee shall cease to exist automatically when the non-developer Co-owners have the voting strength to elect a majority of the Board of Directors of the Association. The Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected thereto by the Co-owners.

ARTICLE X BOARD OF DIRECTORS

SECTION 1. NUMBER AND QUALIFICATION OF DIRECTORS. The Board of Directors, except for the first Board of Directors, shall be comprised of three (3) members, one of which shall be President, in accordance with the provisions of Section 2 hereof, all of whom must be members of the Association or officers, partners, trustees, employees or agents of members of the Association, except for the first Board of Directors. Directors shall serve without compensation.

SECTION 2. ELECTION OF DIRECTORS

(a) **FIRST BOARD OF DIRECTORS.** The first Board of Directors shall be composed of one (1) person and such first Board, or its successors as selected by the Developer, shall manage the affairs of the Association until the appointment of the first non-developer Co-owner to the Board. Immediately prior to the appointment of the first non-developer Co-owner to the Board, the Board shall increase in size from one (1) person to three (3) persons. Thereafter, elections for non-developer Co-owner Directors shall be held as provided in subsections (b) and (c) below.

(b) **APPOINTMENT OF NON-DEVELOPER CO-OWNERS TO THE BOARD PRIOR TO THE FIRST ANNUAL MEETING.** Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 25% of the Units, one (1) of the three (3) Directors shall be selected by non-developer Co-owners. When the required number of conveyances have been reached, the Developer shall notify the non-developer Co-owners and request that they hold a meeting and elect the required Director. Upon certification by the Co-owners to the Developer of the Director to be elected, the Developer shall then immediately appoint such Director to the Board to serve until the First Annual Meeting of members unless he is removed pursuant to Section 7 of this Article or he resigns or becomes incapacitated.

(c) ELECTION OF DIRECTORS AT AND AFTER THE FIRST ANNUAL MEETING.

(i) Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 75% of the Units, the non-developer Co-owners shall elect all Directors on the Board, except that the Developer shall have the right to designate at least one (1) Director as long as it owns at least 10% of the Units in the Project. Whenever the required conveyance level is achieved, a meeting of Co-owners shall be promptly convened to effectuate this provision, even if the First Annual Meeting has already occurred.

(ii) Regardless of the percentage of Units which have been conveyed, upon the expiration of 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, the non-developer Co-owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and the Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subsection (i). Application of this subsection does not require a change in the size of the Board of Directors.

(iii) If the calculation of the percentages of members of the Board of Directors that the non-developer Co-owners have the right to elect under subsection (ii), or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-developer Co-owners under subsection (b) results in a right of non-developer Co-owners to elect a fractional number of the members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be



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the number of members of the Board of Directors that the non-developer Co-owners have the right to elect. After application of this formula, the Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subsection shall not eliminate the right of the Developer to designate one (1) Director as provided in subsection (i).

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

(v) Once the Co-owners have acquired the right hereunder to elect a majority of the Board of Directors, annual meetings of Co-owners to elect Directors and conduct other business shall be held in accordance with the provisions of Article VII, Section 3 hereof.

SECTION 3. POWERS AND DUTIES. The Board of Directors shall have the power and duties for the administration of the affairs of the Condominium and may do all acts and things as are not prohibited by the Condominium Documents as required thereby to be exercised and done by the Co-owners.

SECTION 4. OTHER DUTIES. In addition to the foregoing duties imposed by these Bylaws, or any further duties which may be imposed by resolution of the member of the Association, the Association shall be responsible specifically for the following:

- (a) To manage and administer the affairs of and to maintain the Condominium Project and the Common Elements thereof.
- (b) To levy and collect assessments from the members of the Association and to use the proceeds thereof for the purpose of the Association.
- (c) To carry insurance and collect and allocate the proceeds thereof.
- (d) To rebuild improvements after casualty.
- (e) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium Project.
- (f) To acquire, maintain and improve; and to buy, operate, manage, sell, convey assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.
- (g) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of 75% of all of the members of the Association in number and in value.
- (h) To make rules and regulations in accordance with Article VI, Section 13 of these Bylaws.
- (i) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board.
- (j) To enforce the provisions of the Condominium Documents.



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SECTION 5. MANAGEMENT AGENT. The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto), at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than five (5) years or which is not terminable by the Association upon 90 days notice thereof to the other party, and no such contract shall violate the provisions of Section 55 of the Act.

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

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

SECTION 8. FIRST MEETING. The first meeting of a newly elected Board of Directors shall be held within 10 days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

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

SECTION 10. SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by the President on three (3) days notice to each Director given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Secretary in like manner and on like notice on the written request of two (2) Directors.

SECTION 11. WAIVER OF NOTICE. Before or at any meeting of the Board of Directors, any Directors may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to giving of such notice. Attendance by a Director at any meetings of the Board shall be deemed a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

SECTION 12. QUORUM. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting to a subsequent time upon 24 hours



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prior written notice delivered to all Directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called, may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such Director for purposes of determining a quorum.

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

SECTION 14. FIDELITY BONDS. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

ARTICLE XI OFFICERS

SECTION 1. OFFICERS. The principal officers of the Association shall be President, who shall be a member of the Board of Directors, a Vice President, a Secretary, and a Treasurer. The Directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary. Any two (2) officers, except that of President and Vice President, may be held by one (1) person.

(a) **PRESIDENT.** The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint committees from among the members of the Association from time to time as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association.

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

(c) **SECRETARY.** The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; and he shall, in general, perform all duties incident to the office of the Secretary.

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

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

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



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

ARTICLE XII SEAL

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

ARTICLE XIII FINANCE

SECTION 1. RECORDS. The Association shall keep detailed books of account showing all expenditures and receipts of administration, and which shall specify the maintenance and repair expenses of the Common Elements and any other expense incurred by or on behalf of the Association and the Co-owners. Such accounts and all other Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual audited financial statement within 90 days following the end of the Association's fiscal year upon request therefor. The costs of any such audit and any accounting expenses shall be expenses of administration.

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

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

ARTICLE XIV INDEMNIFICATION OF OFFICERS AND DIRECTORS

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



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ARTICLE XV AMENDMENTS

SECTION 1. PROPOSAL. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or may be proposed by one-third or more in number of the Co-owners by instrument in writing signed by them, provided such amendments receive the approval of the City of Lapeer Planning Commission prior to becoming effective.

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

SECTION 3. VOTING. These Bylaws may be amended by the Co-owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than two-thirds of all Co-owners in number and in value. No consent of mortgagees shall be required to amend these Bylaws unless such amendment would materially alter or change the rights of such mortgagees, in which event the approval of two-thirds of the mortgagees shall be required, with each mortgagee to have one (1) vote for each first mortgage held.

SECTION 4. BY DEVELOPER. Prior to the sale of all Units in the Condominium, these Bylaws 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 5. WHEN EFFECTIVE. Any amendment to these Bylaws shall become effective upon recording of such amendment in the office of the Lapeer County Register of Deeds.

SECTION 6. BINDING. A copy of each amendment to the Bylaws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Project, irrespective of whether such persons actually receive a copy of the amendment.

ARTICLE XVI. COMPLIANCE

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

ARTICLE XVII DEFINITIONS

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

ARTICLE XVIII REMEDIES FOR DEFAULT

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

SECTION 1. LEGAL ACTION. Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination



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thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.

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

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

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

SECTION 5. NON-WAIVER OF RIGHT. The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Association or of any Co-owner to enforce such right, provision, covenant or condition in the future.

SECTION 6. CUMULATIVE RIGHTS, REMEDIES AND PRIVILEGES. All rights, remedies and privileges granted to the Association or any Co-owner pursuant to any terms, provisions, covenants or conditions of the aforesaid Condominium Documents shall not be deemed to constitute an election of remedies, nor shall it preclude the party, thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

SECTION 7. ENFORCEMENT OF PROVISIONS OF CONDOMINIUM DOCUMENTS. A Co-owner may maintain an action against the Association and its officers and Directors to compel such persons to enforce the terms and provisions of the Condominium Documents. A Co-owner may maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

ARTICLE XIX ASSESSMENT OF FINES

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

SECTION 2. PROCEDURES. Upon any such violation being alleged by the Board, the following procedures will be followed:

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



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(b) **OPPORTUNITY TO DEFEND.** The offending Co-owner shall have an opportunity to appear before the Board and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting, but in no event shall the Co-owner be required to appear less than 10 days from the date of the Notice.

(c) **DEFAULT.** Failure to respond to the Notice of Violation constitutes a default.

(d) **HEARING AND DECISION.** Upon appearance by the Co-owner before the Board and presentation of evidence of defense, or, in the event of the Co-owner's default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.

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

(a) **FIRST VIOLATION.** No fine shall be levied.

(b) **SECOND VIOLATION.** Twenty-Five Dollars (\$25.00) fine.

(c) **THIRD VIOLATION.** Fifty Dollars (\$50.00) fine.

(d) **FOURTH VIOLATION AND SUBSEQUENT VIOLATIONS.** One Hundred Dollars (\$100.00) fine.

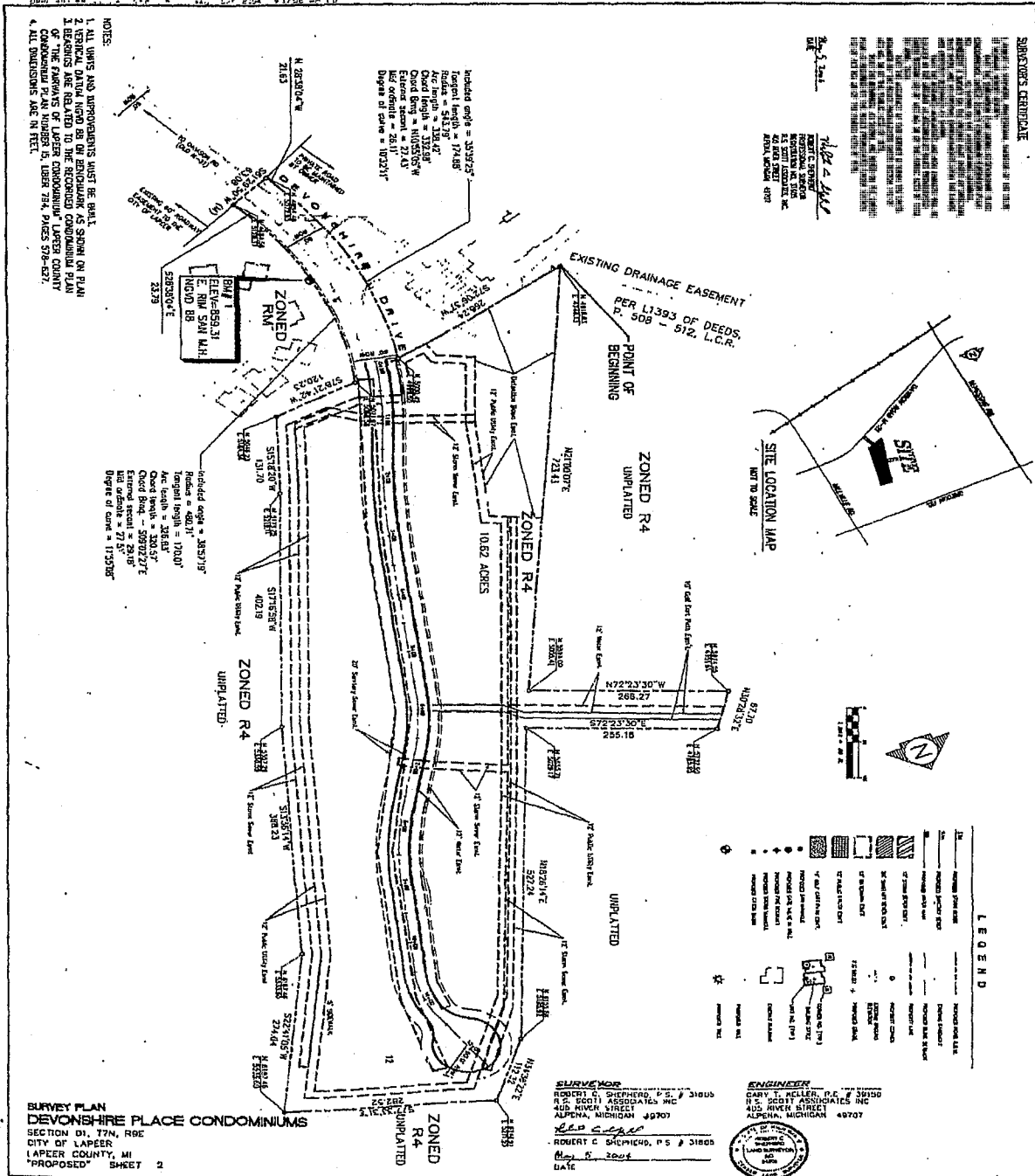
SECTION 4. COLLECTION. The fines levied pursuant to Section 3 above shall be assessed against the Co-owner and shall be due and payable together with the regular Condominium assessment on the first of the next following month. Failure to pay the fine will subject the Co-owner to all liabilities set for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

ARTICLE XX RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such powers and rights and such assignee or transferee shall thereupon have the same rights and powers as herein given and reserved to the Developer. Any rights and powers reserved or granted to the Developer or its successors shall terminate, if not sooner assigned to the Association, at the conclusion of the Development and Sales Period as defined in Article III of the Master Deed. The immediately preceding sentence dealing with the termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is concerned, only to the Developer's rights to approve and control the administration of the Condominium and shall not, under any circumstances, be construed to apply to or cause the termination of any real property rights granted or reserved to the Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents which shall not be terminable in any manner hereunder and which shall be governed only in accordance with the terms of their creation or reservations and not hereby).

ARTICLE XXI SEVERABILITY

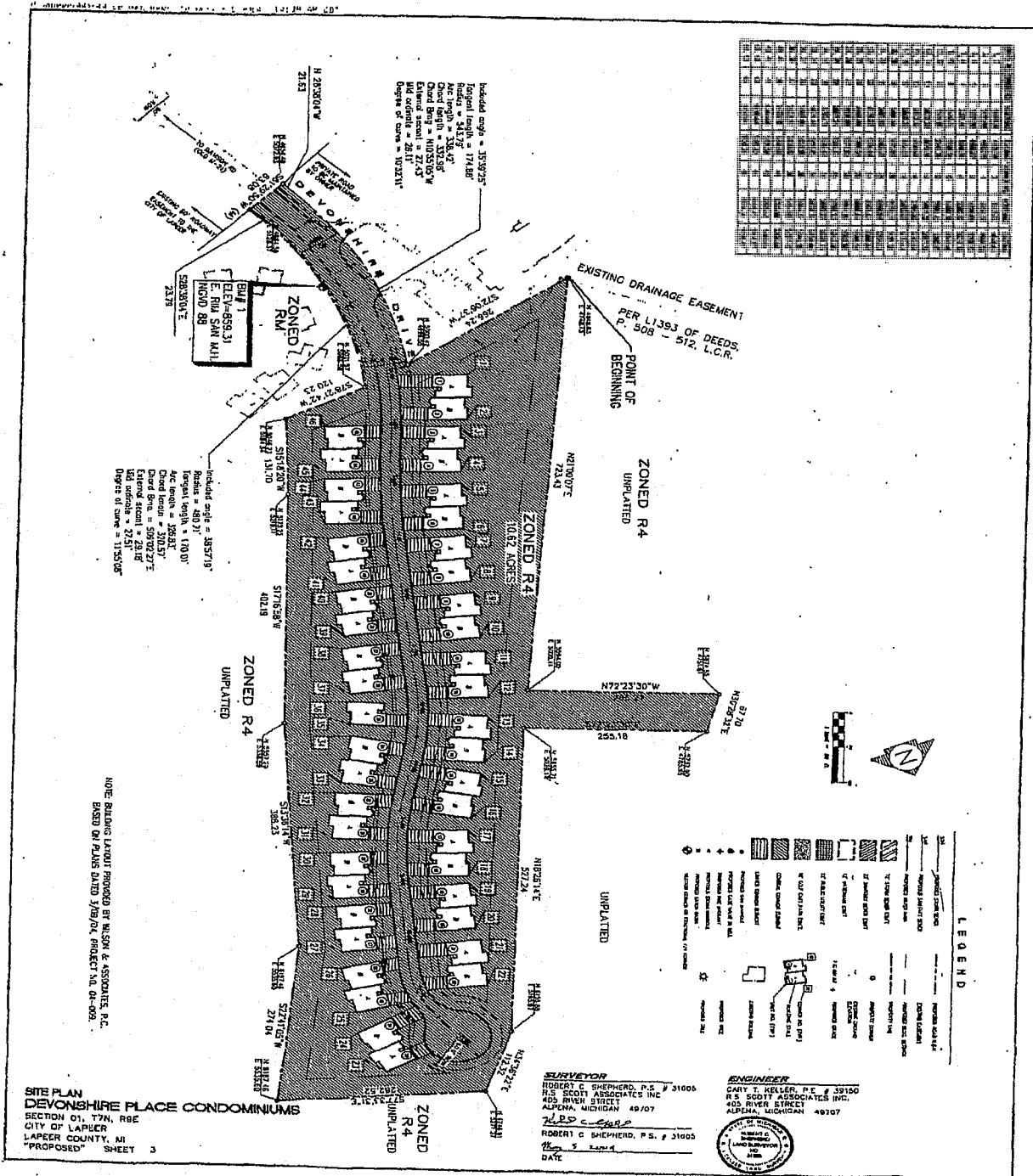
In the event that any of the terms, provisions or covenants of these Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, modify or impair in any manner, whatsoever, any of the other terms, provisions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

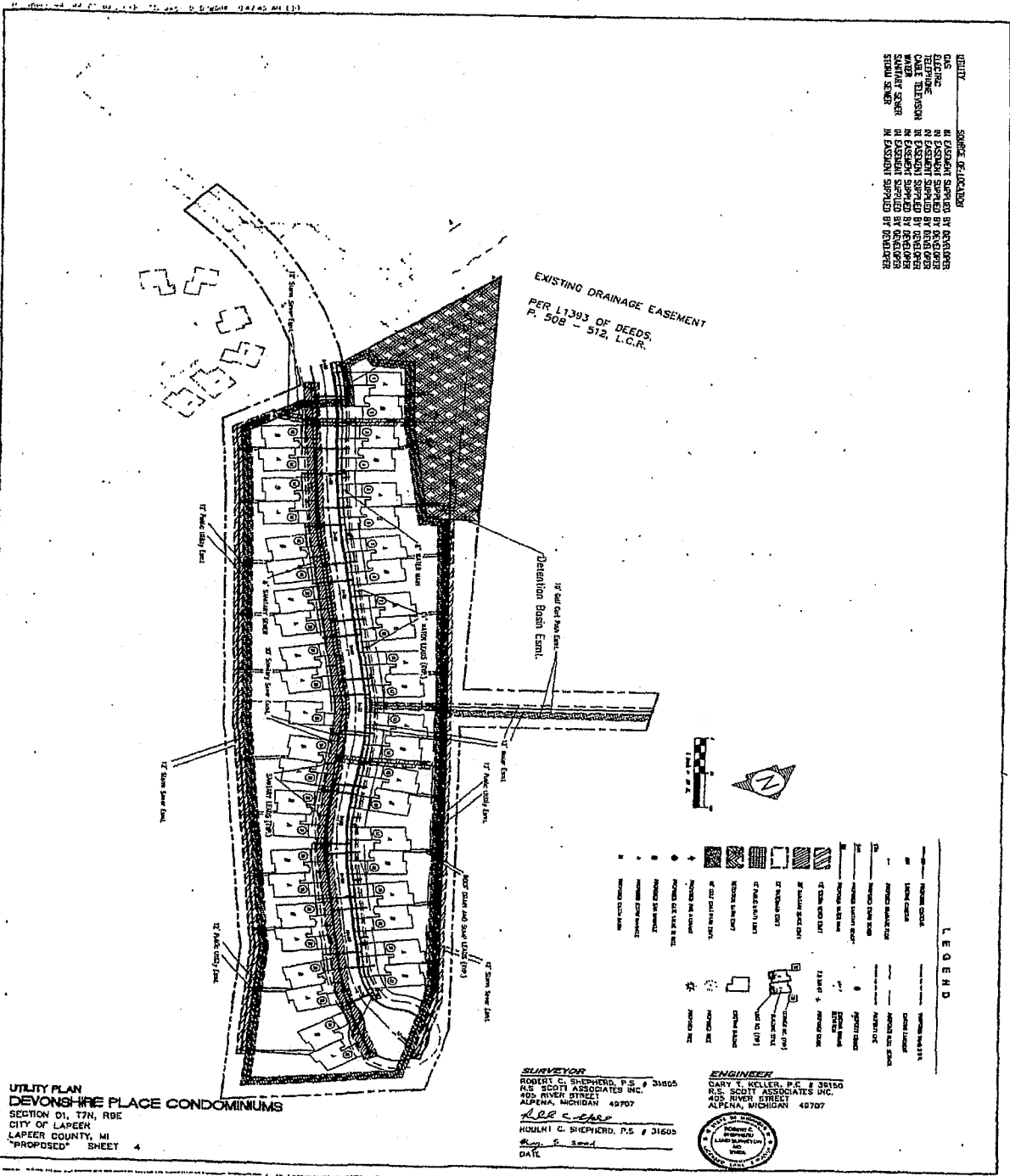




LIBER 1935

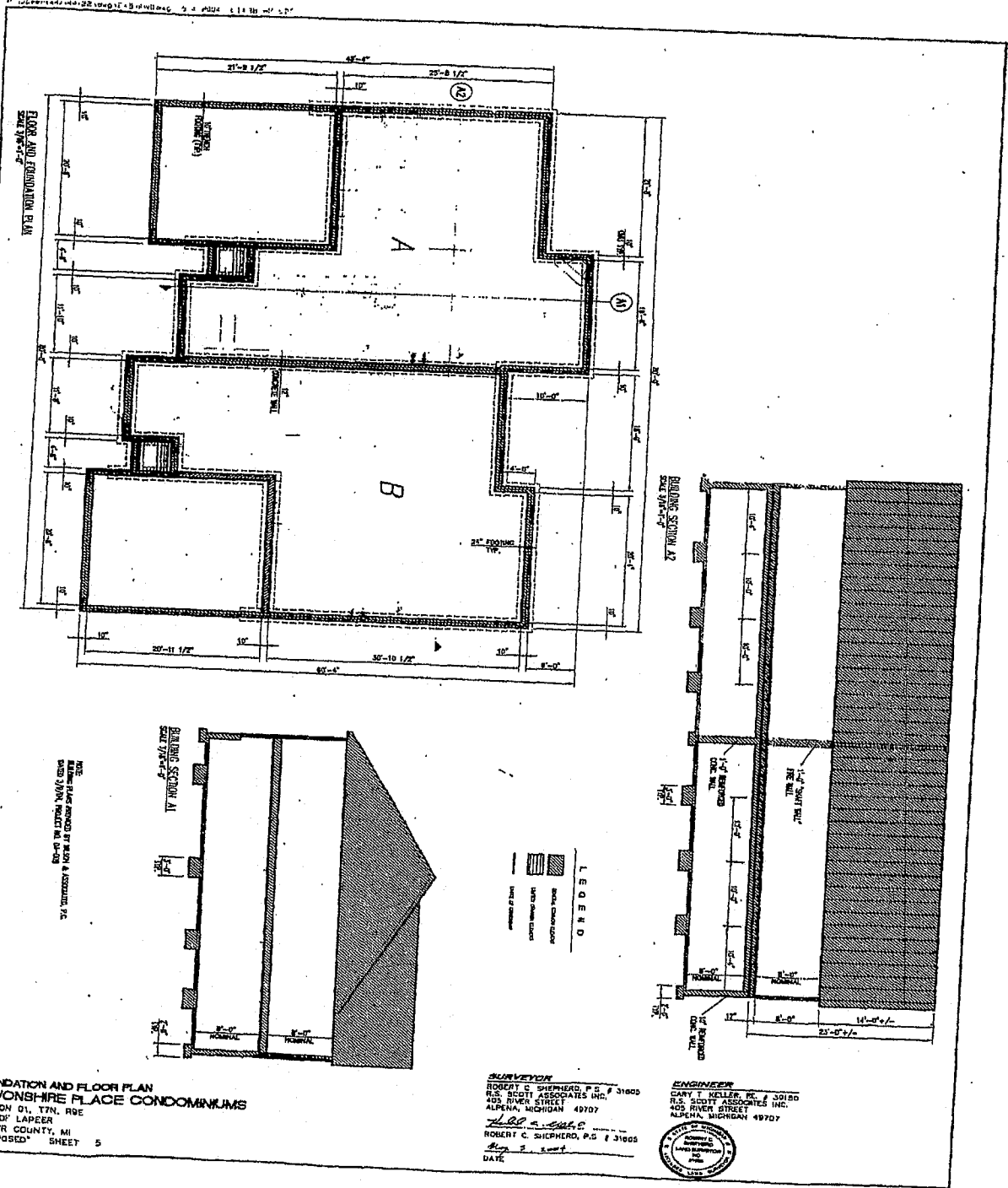
PAGE 669








LIBER 1935 PAGE 671



FOUNDATION AND FLOOR PLAN
 DEVONSHIRE PLACE CONDOMINIUMS
 SECTION 01, T7N, R9E
 CITY OF LAPEER
 LAPEER COUNTY, MI
 "PROPOSED" SHEET 5

SURVEYOR
 ROBERT C. SHEPHERD, P.E. # 31600
 R.S. SCOTT ASSOCIATES INC.
 405 RIVER STREET
 ALPENA, MICHIGAN 49707
 R.C.S.
 ROBERT C. SHEPHERD, P.S. # 31005
 DATE

ENGINEER
 GARY T. KELLER, P.E. # 30180
 R.S. SCOTT ASSOCIATES INC.
 405 RIVER STREET
 ALPENA, MICHIGAN 49707





RECORDED ON
09/30/2021 12:08:44 PM
LORI L GEBHARDT
LAPEER COUNTY REGISTER OF DEEDS



LIBER 3241

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RECEIPT# 923, STATION 1E
\$30.00 DEED/OTHER

**FIRST AMENDMENT TO MASTER DEED
DEVONSHIRE PLACE CONDOMINIUM**

This First Amendment to Master Deed ("First Amendment") is made on September 30 2021 by Aqua Real Estate LLC, a Michigan limited liability company ("Aqua"), whose address is 2062 Easy Court Oxford, Michigan 48370 pursuant to the provisions of the Michigan Condominium Act, Act 59 of the Public Acts of 1978, as amended (the "Act") and Devonshire Place Condominiums Association, Larry and Jean Larry a Michigan nonprofit corporation whose address is 359 Devonshire Drive, Lapeer, Michigan, 48446 ("Association").

RECITALS

- A. Devonshire Place Condominiums, a condominium project, was established by the Master Deed recorded on July 26, 2004, Liber 1935, Page 635, Lapeer County Records, Lapeer County Condominium Subdivision Plan No. 45, Lapeer County Records (the "Master Deed").
- B. Aqua is Owner is the owner of Units 3 through 12, inclusive, and Units 25 through 34, inclusive.
- C. Aqua and the Association, with the approval of the more than 66 2/3% of the other Co-owners as evidenced by the Certificate of the Secretary of the Association (attached as Exhibit A to this First Amendment to Master Deed) amend the Master Deed as set forth below.
- D. The consent of first mortgagees is not required because (1) this First Amendment does not materially affect the rights of first mortgagees as defined under MCL 559.190a, and (2) the Units owned by Aqua as of the date of this First Amendment are not encumbered by mortgages.
- E. Pursuant to this First Amendment the Condominium Subdivision Plan attached to this First Amendment as Replat No. 1 modifies 3 through 11 and 25 through 32 and eliminates Unit 12.
- F. Consistent with Article 5 of the Master Deed as originally recorded, the percentages of value were reallocated using the same formula set forth in Article V of the Master Deed.

G. LEGAL DESCRIPTION

AMENDMENT

Now therefore the Master Deed is amended as follows:

- 1. **Replat No. 1.** Exhibit B to the Master Deed is hereby amended to substitute and replace original Sheets 1, 3, 4 and 5 with revised Sheets 1, 3, 4, and ~~5~~ attached to this First Amendment as Exhibit B and titled Replat No. 1 to Lapeer County Condominium Subdivision Plan No. 45, Exhibit B to the Master Deed of Devonshire Place Condominiums. **6 E 9-30-21**
- 2. **Unit 12 Eliminated; Remaining Unit Numbers.** With the consent of Aqua as Co-owner of Unit 12, Unit 12 is eliminated from the Project. The remaining units are numbered 1 through 11 and 13 through 45.

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13



LBEF: 3241

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3. **Percentages of Value Adjusted for Units 3 through 11 and 25 through 32.** Article V, Section 2 is amended and restated as set forth below. Percentages of value were computed on the basis of the comparative characteristics of the units (i.e. duplex units of the same type were allocated identical percentages of value and single-family units which now owned by Aqua likewise have nearly identical percentages of value for that unit type, but adjusted to achieve a total percentage of value of 100%). The percentages of value for Units 1 and 2, Units 13 through 24, and Units 33 through 45 were changed and not affected by this First Amendment. The percentages of value are as set forth below:

UNIT NUMBER	UNIT TYPE	PERCENTAGE OF VALUE ASSIGNED
1	A (Duplex)	2.163
2	B (Duplex)	2.284
3	C (Single Family)	2.3541
4	C	2.3541
5	C	2.3541
6	C	2.3541
7	C	2.3541
8	C	2.354
9	C	2.354
10	C	2.354
11	C	2.354
12	Eliminated from project by this amendment	Eliminated from project by this amendment
13	A	2.163
14	B	2.284
15	A	2.163
16	B	2.284
17	A	2.163
18	B	2.284
19	A	2.163
20	B	2.284
21	A	2.163
22	B	2.284



LBEP 3241

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23	A	2.163
24	B	2.284
25	C	2.354
26	C	2.354
27	C	2.354
28	C	2.354
29	C	2.354
30	C	2.354
31	C	2.354
32	C	2.354
33	A	2.163
34	A	2.163
35	B	2.284
36	A	2.163
37	B	2.284
38	A	2.163
39	B	2.284
40	A	2.163
41	B	2.284
42	A	2.163
43	B	2.284
44	A	2.163
45	B	2.284
Total		100%

4. **Effect of Amendment.** The Master Deed as amended by this First Amendment continues in full force and effect. The terms of this Amendment supersede any contrary provisions in the Master Deed. Capitalized terms not



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otherwise defined in this Amendment shall have the meaning set forth in the Master Deed. Except as set this First Amendment the Master Deed as originally recorded is confirmed, ratified and re-declared.

AQUA REAL ESTATE, LLC,
a Michigan limited liability company

By: Eugene Louwaert
Printed Name: EUGENE LOUWAERT
Its: MEMBER

STATE OF MICHIGAN)
COUNTY OF Lapeer)ss.
)

Acknowledged before me on September 30, 2021 by Eugene Louwaert, the member of AQUA REAL ESTATE, LLC, a Michigan limited liability company, on behalf of the company.

JENNIFER M. ROSSMAN
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF LAPEER
My Commission Expires July 25, 2025
Acting in the County of Lapeer

Jennifer M. Rossman
Notary Public
County, Michigan
Acting in _____ County, Michigan
My Commission Expires: _____



[signatures continue on following page]

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USEP 3241

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DEVONSHIRE CONDOMINIUMS ASSOCIATION,

a Michigan nonprofit corporation

By: Eugene Louwaert

Printed Name: EUGENE LOUWAERT

Its: MEMBER

STATE OF MICHIGAN)
)ss.
COUNTY OF Lapeer)

Acknowledged before me on September 30, 2021 by Eugene Louwaert, the Member of DEVONSHIRE CONDOMINIUMS ASSOCIATION, a Michigan nonprofit corporation, on behalf of the corporation.

JENNIFER M. ROSSMAN
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF LAPEER
My Commission Expires July 25, 2025
Acting in the County of Lapeer

Jennifer M Rossman
_____, Notary Public
_____, County, Michigan
Acting in _____ County, Michigan
My Commission Expires: _____



PREPARED BY AND WHEN RECORDED RETURN TO:
Gregory J. Gamalski
Bodman PLC
201 West Big Beaver Road, Suite 500
Troy, MI 48084

Bodman_17980322_1



LIBEP 3241

PAGE 57

LEGAL DESCRIPTION

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

Situated in the City of Lapeer, County of Lapeer, State of Michigan, to-wit:

Part of Section 1, T7N-R9E, City of Lapeer, Lapeer County, Michigan, described as beginning at a point that is N01°02'33"E 1547 feet along the North-South 1/4 line, and along the centerline of Davison Road (State Highway M-21), S61°28'32"W 42.71 feet, and N18°36'28"W, 50.76 feet, and N05°33'28"W, 88.42 feet, and 465.14 feet along an arc of a 350.00 foot radius curve to the right (said curve having a central angle of 76°08'39", subtending a chord which bears N09°25'55"E 431.66 feet, and N25°07'21"E, 52.59 feet, and N54°00'00"E 85.26 feet, and 336.19 feet along an arc of a 1682.31 foot radius curve to the right (said curve having a central angle of 11°27'00", subtending a chord which bears N59°43'30"E 335.63 feet), and 8.69 feet along an arc of a 3538.81 foot radius curve to the left (said curve having a central angle of 00°08'26", subtending a chord which bears N65°22'47"E 8.69 feet), and N24°41'18"W 160.53 feet, and N60°36'44"E, 236.81 feet from the South quarter corner of said Section 1; thence N21°00'07"E, 723.43 feet; thence N72°23'30"W, 266.27 feet; thence N30°28'32"E, 67.70 feet; thence S72°23'30"E, 255.18 feet; thence N18°26'14"E, 527.24 feet; thence N34°36'22"E, 112.32 feet; thence S77°33'31"E, 282.52 feet; thence S22°41'05"W, 274.04 feet; thence S13°36'14"W, 388.23 feet; thence S17°16'58"W, 402.19 feet to a point on the Northerly line of "Fairways of Lapeer Condominium" as recorded in Liber 794, Pages 578-627, Lapeer County Records; thence along the Westerly line of said "Fairways of Lapeer Condominium", S15°18'20"W 131.70 feet (recorded as S15°18'20"W 131.79 feet); thence continuing along the Westerly line of said "Fairways of Lapeer Condominium", S78°21'42"W 120.23 feet (recorded as S78°29'00" 120.00 feet); thence continuing along the Westerly line of said "Fairways of Lapeer Condominium" 326.83 feet (recorded as 327.21 feet) along an arc of a 480.71 foot radius curve to the left having a central angle of 38°57'19" (recorded as 39°00'00"), subtending a chord which bears S09°02'27"E 320.57 feet (recorded as S09°01'00" 320.93 feet); thence continuing along the Westerly line of said "Fairways of Lapeer Condominium", S28°38'04"E 23.79 feet (recorded as S28°31'00"E 23.47 feet), to the North line of "Essex Subdivision" as recorded in Liber 1, Page 58, Lapeer County Records; thence along the North line of said "Essex Subdivision", S61°29'50"W (recorded as S61°29'W) 63.08 feet; thence N28°38'04"W 21.63 feet; thence 338.42 feet along an arc of a 543.79 foot radius curve to the right (said curve having a central angle of 35°39'25", subtending a chord which bears N10°55'05"W 332.98 feet); thence S72°06'37"W 266.24 feet to the point of beginning. Contains 10.62 acres. Being subject to any restrictions, easements and/or right of ways of record.

pt of L20-83-304-340-00

Ernie Suwan
9/30/21

certified thru 2003 taxes
I hereby certify that there are no tax liens or taxes held by the State or any individual against this within description, and all taxes on same are paid for five years previous to the date of this instrument, as appears by the records in my office.
Sally W. Eilers 09/27/21
Treasurer, Lapeer County, Michigan

PAGE 6



LIBER 3241

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EXHIBIT A
(see attached)
Certification of Secretary of Devonshire Condominiums Association
Approving First Amendment to Master Deed

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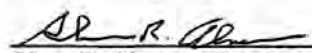
LIBER 3241

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**CERTIFICATE
OF SECRETARY**

The undersigned President of Devonshire Place Condominiums Association certifies that the First Amendment to the Master Deed of Devonshire Place Condominiums was approved by on 9-22-2021, 2021 by more than 66 2/3 % of the Co-Owners at meeting of the Association duly noticed and called.

Dated: September 22, 2021


Glenn R. Alverson, President

8

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LIBER 3241 PAGE 60

**EXHIBIT B
REPLAT NO. 1
LAPEER COUNTY CONDOMINIUM SUBDIVISION PLAN NUMBER 45**

9

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LEE 3241 PAGE 01

FIRST AMENDMENT TO LAPEER COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 45 EXHIBIT "B" TO THE MASTER DEED OF **DEVONSHIRE PLACE CONDOMINIUMS** CITY OF LAPEER, LAPEER COUNTY, MICHIGAN

ORIGINAL DEVELOPER

POLLAK HILLS INVESTMENT, INC.
P.O. BOX 185
LAPEER, MI 48844
BLUE RESTORATION, LLC
4200 BARNESS RD.
MILLINGTON, MI 48746

OWNER

MOYVAZ ESTER, LLC
P.O. BOX 580
MILLINGTON, MI 48746
CONTRACT: LARRY WALLING

ENGINEER

SHARPE ENGINEERING, INC.
9114 WOODBURN ST.
MILLINGTON, MI 48746
CONTACT: JAMES SHARPE, PE

NOTE: THIS CONDOMINIUM SUBDIVISION PLAN IS NOT REQUIRED TO CONTAIN... (text continues regarding recording and construction permit requirements)

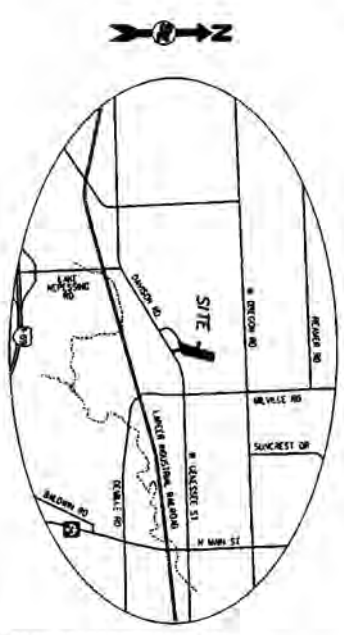
My Commission Expires May 25, 2027

City of Lapeer, Michigan

James M. Roggsman, Notary Public

James Sharpe

LOCATION MAP
(1"=1,500')



SHEET INDEX

- * 01 COVER SHEET
- * 02 MASTER PLAN
- * 03 SITE PLAN
- * 04 UTILITY PLAN
- * 05 FOUNDATION AND FLOOR PLAN
- * 06 SECTIONS AND FLOOR PLAN

THE MASTER(S) IN THE SHEET INDEX INDICATED ARE MARKED OR NEW SHEETS UNDER DEVELOPMENT WITH THE ONE INTENDED TO REPLACE THE SUPERSEDED SHEETS IN THESE PAGES (WHERE APPLICABLE).

PROPERTY DESCRIPTION

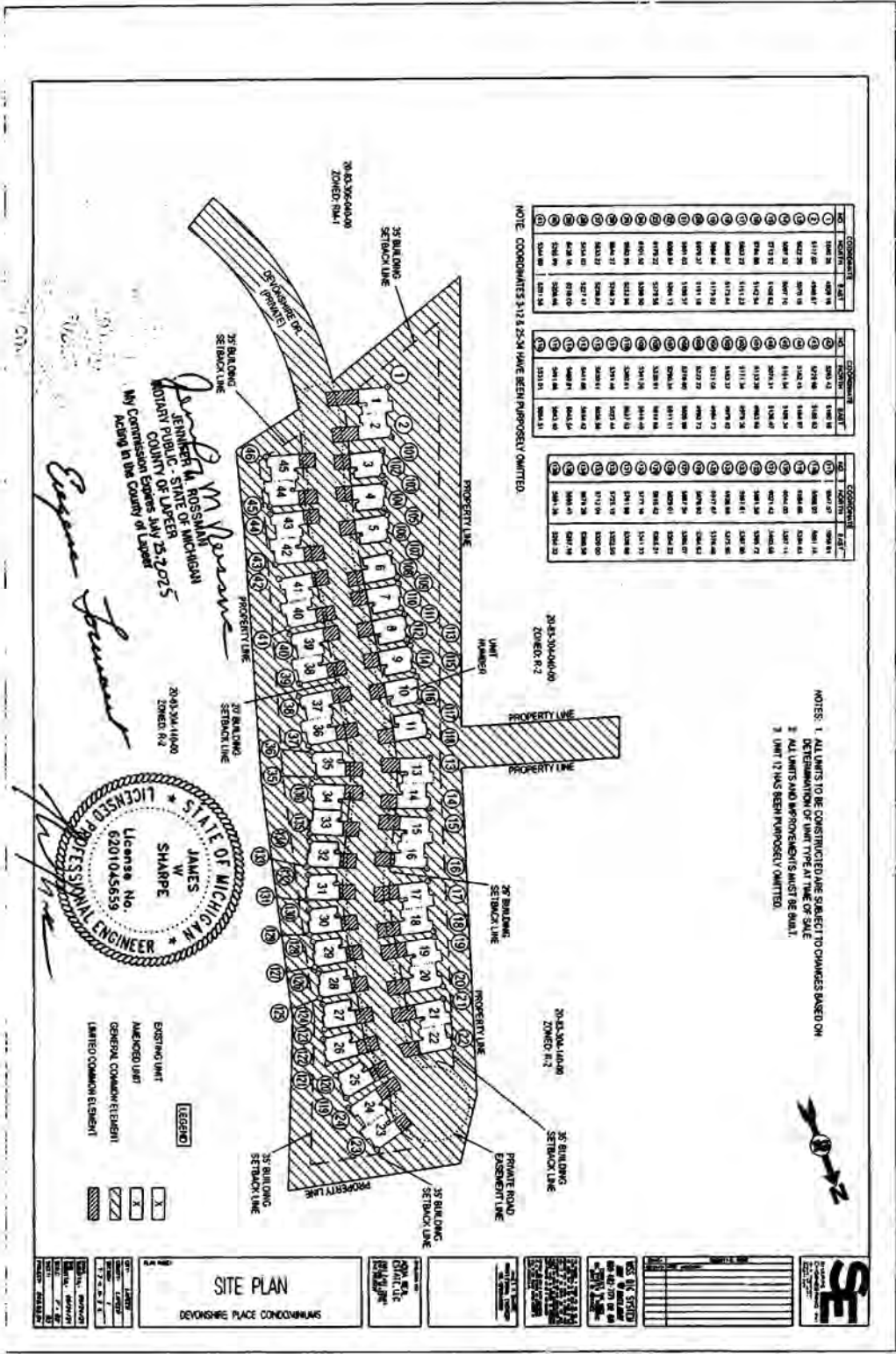
PORTION OF SECTION 1, TOWN 1 NORTH, RANGE 9 EAST, CITY OF LAPEER IN ELEM... (text continues with detailed property boundaries, bearings, and distances)

COVER SHEET
DEVONSHIRE PLACE CONDOMINIUMS

DATE: 10/09/2023	DRAWN BY: JMS
SCALE: AS SHOWN	REVISIONS:
SHEET NO: 1	TOTAL SHEETS: 1

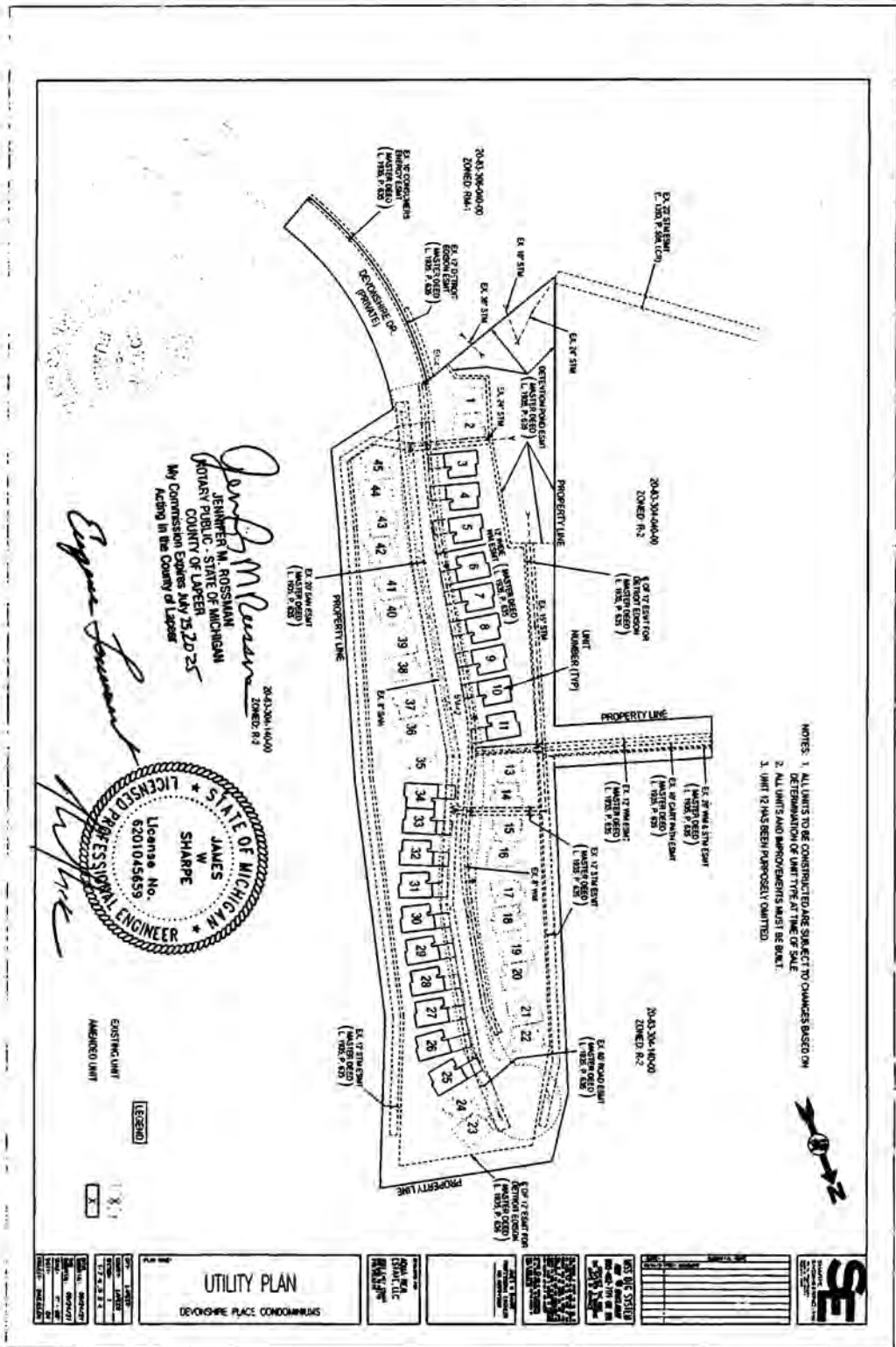


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LEP 3241 PAGE 63

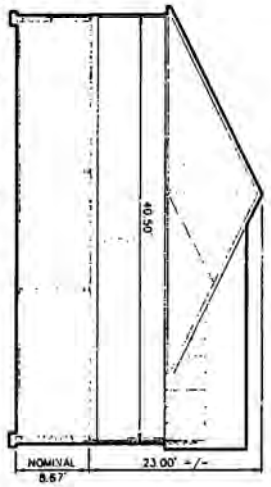




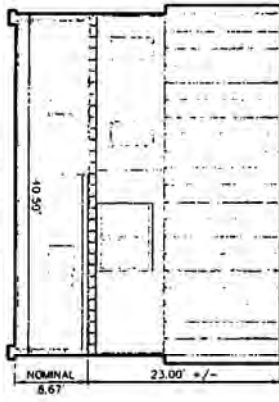
LEER 3241 PAGE 64

JENNIFER M. ROSSMAN
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF LAPEER
My Commission Expires July 25, 2025
Acting in the County of Lapeer

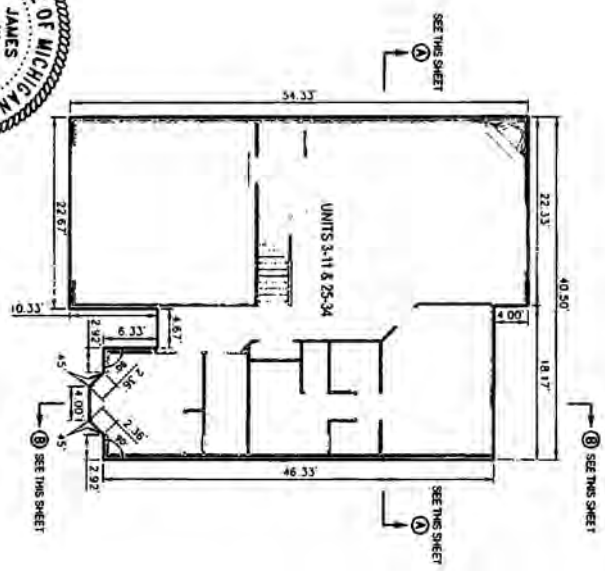
James W. Sharpe



BUILDING SECTION B-B
(UNITS 3-11 & 25-34)



FIRST FLOOR PLAN



- NOTES:
1. ALL OWNERSHIP LINES ARE 3/4" TO EACH OTHER UNLESS OTHERWISE NOTED.
 2. ARCHITECTURAL DESIGN & DIMENSIONING PROVIDED BY HINSON & ASSOCIATES, P.C.
 3. ALL UNITS AND IMPROVEMENTS MUST BE BUILT.
 4. UNIT 12 HAS BEEN PROPOSEDLY OMITTED.

SECTIONS & FLOOR PLAN		DEVONSHIRE PLACE CONDOMINIUMS	
<p>DATE: 07/20/23</p> <p>SCALE: AS SHOWN</p> <p>PROJECT: DEVONSHIRE PLACE CONDOMINIUMS</p> <p>OWNER: HINSON & ASSOCIATES, P.C.</p> <p>DESIGNER: HINSON & ASSOCIATES, P.C.</p> <p>ENGINEER: JAMES W. SHARPE</p>			



RECORDED ON
12/15/2021 9:17:46 AM
LORI L GEBHARDT
LAPEER COUNTY REGISTER OF DEEDS



LIBER 3260 PAGE 324

RECEIPT# 1190. STATION 1E
\$30.00 DEED:OTHER

SECOND AMENDMENT TO MASTER DEED
DEVONSHIRE PLACE CONDOMINIUM

This Second Amendment to Master Deed ("Second Amendment") is made December 14, 2021 by Aqua Real Estate LLC, a Michigan limited liability company ("Aqua"), whose address is 2062 Easy Court Oxford, Michigan 48370 pursuant to the provisions of the Michigan Condominium Act, Act 59 of the Public Acts of 1978, as amended (the "Act") and Devonshire Place Condominiums Association, a Michigan nonprofit corporation whose address is 359 Devonshire Drive, Lapeer, Michigan, 48446 ("Association").

RECITALS

- A. Devonshire Place Condominiums, a condominium project, was established by the Master Deed recorded on July 26, 2004, Liber 1935, Page 635, and amended by the First Amendment to Master Deed recorded September 30, 2021 in Liber 3241 Page 52, Lapeer County Records, Lapeer County Condominium Subdivision Plan No. 45, Lapeer County Records (the "Master Deed").
- B. Aqua is Owner is the owner of Units 3 through 12, inclusive, and Units 25 through 34, inclusive.
- C. This Second Amendment is made to correct and supplement provisions of the First Amendment including correction of percentage of value assignments for one or more Units due to a typographic errors.
- D. Consistent with Article 5 of the Master Deed as originally recorded, the percentages of value were reallocated using the same formula set forth in Article V of the Master Deed.
- E. The legal description referenced in Recital G of the First Amendment is corrected and revised to as set forth below in Paragraph 2 below to be consistent with the legal description as set forth on the Second Amendment to the Condominium Subdivision Plan for Devonshire Estates, Lapeer County Condominium Subdivision Plan no 45.as attached.

EXHIBIT A ATTACHED

AMENDMENT

Now therefore the Master Deed is amended as follows:

- 1. **Second Amendment to Condominium Subdivision Plan.** Exhibit B to the Master Deed is hereby amended to substitute and replace amended Sheet 1 and original Sheet 2 with revised Sheets 1 and 2 attached to this Second Amendment and titled Second Amendment to Lapeer County Condominium Subdivision Plan No. 45, Exhibit B to the Master Deed of Devonshire Place Condominiums.
- 2. **Legal Description.** The revised and corrected description of the Condominium Project as set forth on Sheet 1 of Replat Number 2 is:

I have examined these recorded records in my office relating to the description of lands in this deed. It appears that the taxes and County fees have been fully paid for the same pending and date. This certificate does not apply to taxes, if any, due to persons of relation by Township, City, or Village Officers.

John A. Miller/JAM
12-15-2021

Township, Lapeer County, Michigan Bodman_18104814_2

see exhibit A for parcel #'s

DELIVERED ON
12/15/2021 9:10:27 AM
LAPEER CO REGISTER OF DEEDS

DELIVERED ON
12/14/2021 1:22:04 PM
LAPEER CO REGISTER OF DEEDS

10



LEEP 3260

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PART OF SECTION 1, TOWN 7 NORTH, RANGE 9 EAST, CITY OF LAPEER, LAPEER COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT THAT IS N01°02'33"E 1547.90 FEET ALONG THE NORTH-SOUTH ¼ LINE AND ALONG THE CENTERLINE OF DAVISON ROAD (STATE HIGHWAY M-21), S61°28'32"W 42.71 FEET AND N18°36'28"W 50.76 FEET, AND N05°33'28"W 88.42 FEET, AND 465.14 FEET ALONG AN ARC OF A 350.00 FOOT RADIUS CURVE TO THE RIGHT (SAID CURVE HAVING A CENTRAL ANGLE OF 76°08'39" LONG CHORD BEARING N09°25'55"E 431.66 FEET), AND N25°07'21"E 52.59 FEET AND N54°00'00"E 85.26 FEET AND 336.19 FEET ALONG AN ARC OF A 1682.31 FOOT RADIUS CURVE TO THE RIGHT (SAID CURVE HAVING A CENTRAL ANGLE OF 11°27'00", LONG CHORD BEARING N59°43'30"E 335.63 FEET), AND 8.69 FEET ALONG AN ARC OF A 3538.81 FOOT RADIUS CURVE TO THE LEFT (SAID CURVE HAVING A CENTRAL ANGLE OF 00°08'26", LONG CHORD BEARING N65°22'47"E 8.69 FEET), AND N24°41'18"W 160.53 FEET, AND N60°36'44"E 236.81 FEET FROM THE SOUTH ¼ CORNER OF SAID SECTION 1; THENCE N21°00'07"E 723.43 FEET; THENCE N72°23'30"W 266.27 FEET (AS RECORDED) AND N72°23'30"W 255.66 FEET (AS MEASURED) TO A POINT ON THE EAST LINE OF "GOLFVIEW ESTATES NO. 1" A PLAT RECORDED IN LIBER 8 OF PLATS, ON PAGES 1 THRU 4 OF LAPEER COUNTY RECORDS; THENCE N21°28'39"E 65.47 FEET ALONG THE EAST LINE OF SAID "GOLFVIEW ESTATES NO. 1"; THENCE N21°43'34"E 0.68 FEET ALONG THE EAST LINE OF SAID "GOLFVIEW ESTATES NO.1"; THENCE S72°23'30"E 255.18 FEET; THENCE N18°26'14"E 527.24 FEET; THENCE N34°36'22"E 112.32 FEET; THENCE S77°33'31"E 282.52 FEET; THENCE S22°41'05"W 274.04 FEET; THENCE S13°36'14"W 388.23 FEET; THENCE S17°16'58"W 402.19 FEET TO A POINT ON THE NORTHERLY LINE OF "FAIRWAYS OF LAPEER CONDOMINIUM" AS RECORDED IN LIBER 794, PAGES 578-627, LAPEER COUNTY RECORDS; THENCE ALONG THE WESTERLY LINE OF SAID "FAIRWAYS OF LAPEER CONDOMINIUM", S15°18'20"W 131.70 FEET (RECORDED AS S15°18'20"W 131.79 FEET); THENCE CONTINUING ALONG THE WESTERLY LINE OF SAID "FAIRWAYS OF LAPEER CONDOMINIUM", S78°21'42"W 120.23 FEET (RECORDED AS S78°29'00"W 120.00 FEET); THENCE CONTINUING ALONG THE WESTERLY LINE OF SAID "FAIRWAYS OF LAPEER CONDOMINIUM" 326.83 FEET (RECORDED AS 327.21 FEET) ALONG AN ARC OF A 480.71 FOOT RADIUS CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 38°57'19" (RECORDED AS 39°00'00"), LONG CHORD BEARING S09°02'27"E 320.57 FEET (RECORDED AS S09°01'00" 320.93 FEET); THENCE CONTINUING ALONG THE WESTERLY LINE OF SAID "FAIRWAYS OF LAPEER CONDOMINIUM", S28°38'04"E 23.79 FEET (RECORDED AS S28°31'00"E 23.47 FEET), TO THE NORTH LINE OF "ESSEX SUBDIVISION" AS RECORDED IN LIBER 1, PAGE 58, LAPEER COUNTY RECORDS; THENCE ALONG THE NORTH LINE OF SAID "ESSEX SUBDIVISION", S61°29'50"W (RECORDED AS S61°29'W) 63.08 FEET; THENCE N28°38'04"W 21.63 FEET; THENCE 338.42 FEET ALONG AN ARC OF A 543.79 FOOT RADIUS CURVE TO THE RIGHT (SAID CURVE



LEP: 3260

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HAVING A CENTRAL ANGLE OF 35°39'25", LONG CHORD BEARING N10°55'05"W 332.98 FEET); THENCE S72°06'37"W 266.24 FEET TO THE POINT OF BEGINNING. CONTAINS 10.62 ACRES. BEING SUBJECT TO ANY RESTRICTIONS, EASEMENTS AND/OR "RIGHTS-OF-WAY" OF RECORD.

3. **Percentages of Value Adjusted for Units 3 through 11 and 25 through 32.** Article V, Section 2 is amended and restated as set forth below. Percentages of value were computed on the basis of the comparative characteristics of the units (i.e. duplex units of the same type were allocated identical percentages of value and single-family units which now owned by Aqua likewise have nearly identical percentages of value for that unit type, but adjusted to achieve a total percentage of value of 100%). The percentages of value for Units 1 and 2, Units 13 through 24, and Units 33 through 45 were not changed and are not affected by the First Amendment. The percentages of value are as set forth below:

UNIT NUMBER	UNIT TYPE	PERCENTAGE OF VALUE ASSIGNED
1	A (Duplex)	2.163
2	B (Duplex)	2.284
3	C (Single Family)	2.355 Corrected
4	C	2.355 Corrected
5	C	2.355 Corrected
6	C	2.355 Corrected
7	C	2.355 Corrected
8	C	2.355 Corrected
9	C	2.355 Corrected
10	C	2.355 Corrected
11	C	2.354
12	Eliminated from project by First Amendment	Eliminated from project by First Amendment
13	A	2.163
14	B	2.284
15	A	2.163
16	B	2.284
17	A	2.163



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18	B	2.284
19	A	2.163
20	B	2.284
21	A	2.163
22	B	2.284
23	A	2.163
24	B	2.284
25	C	2.354
26	C	2.354
27	C	2.354
28	C	2.354
29	C	2.354
30	C	2.354
31	C	2.354
32	C	2.354
33	A	2.163
34	A	2.163
35	B	2.284* Corrected.
36	A	2.163
37	B	2.284
38	A	2.163
39	B	2.284
40	A	2.163
41	B	2.284
42	A	2.163
43	B	2.284

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44	A	2.163
45	B	2.284
Total		100%

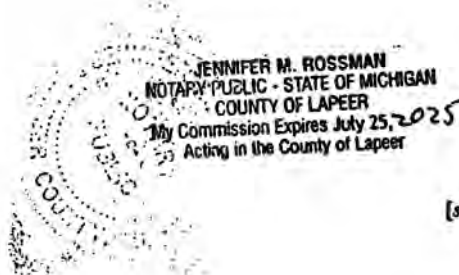
4. **Effect of Amendment.** The Master Deed as amended by this Second Amendment continues in full force and effect. The terms of this Amendment supersede any contrary provisions in the Master Deed. Capitalized terms not otherwise defined in this Amendment shall have the meaning set forth in the Master Deed. Except as set this Second Amendment the Master Deed as originally recorded is confirmed, ratified and re-declared.

AQUA REAL ESTATE, LLC,
a Michigan limited liability company

By Eugene A. Louwert
Printed Name: EUGENE A. LOUWERT,
Its: MEMBER

STATE OF MICHIGAN)
COUNTY OF Lapeer)ss.

Acknowledged before me on December 14, 2021 by Eugene Louwert, the Member of AQUA REAL ESTATE, LLC, a Michigan limited liability company, on behalf of the company.



Jennifer M. Rossman, Notary Public
County, Michigan
Acting in _____ County, Michigan
My Commission Expires: _____

[signatures continue on following page]



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DEVONSHIRE CONDOMINIUMS ASSOCIATION,

a Michigan nonprofit corporation

By: Eugene A. Louwaert

Printed Name: EUGENE A. LOUWAERT

Its: MEMBER

STATE OF MICHIGAN

COUNTY OF Lapeer

)
)ss.
)

Acknowledged before me on December 14, 2021 by Eugene Louwaert, the member of DEVONSHIRE CONDOMINIUMS ASSOCIATION, a Michigan nonprofit corporation, on behalf of the corporation.

Jennifer M. Rossmann
_____, Notary Public
_____, County, Michigan

Acting in _____ County, Michigan
My Commission Expires: _____

**PREPARED BY AND WHEN
RECORDED RETURN TO:**
Gregory J. Gamalski
Bodman PLC
201 West Big Beaver Road, Suite 500
Troy, MI 48084

JENNIFER M. ROSSMAN
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF LAPEER
My Commission Expires July 25, 2023
Acting in the County of Lapeer





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**SECOND AMENDMENT TO
LAPEER COUNTY CONDOMINIUM SUBDIVISION PLAN NUMBER 45**

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EXHIBIT A

Unit Numbers. Tax Parcels and Addresses

Units 1 through 14, 25 through 34 and 36 through 41, Devonshire Place Condominiums, according to the Master Deed recorded in Liber 1935, Page 635, Lapeer County Records and designated as Lapeer County Condominium Subdivision Plan No. 45, together with rights in general common elements and limited common elements as set forth in Master Deed and as described in Act 59 of the Public Acts of Michigan, 1978, as amended.

Addresses:

251 Devonshire Drive; 253 Devonshire Drive; 265 Devonshire Drive; 267 Devonshire Drive; 279 Devonshire Drive; 281 Devonshire Drive; 303 Devonshire Drive; 305 Devonshire Drive; 317 Devonshire Drive; 319 Devonshire Drive; 331 Devonshire Drive; 333-Devonshire Drive; 345 Devonshire Drive; 347 Devonshire Drive; 404 Devonshire Drive; 402 Devonshire Drive; 390 Devonshire Drive; 388 Devonshire Drive; 376 Devonshire Drive; 374 Devonshire Drive; 362 Devonshire Drive; 360 Devonshire Drive; 358 Devonshire Drive; 356 Devonshire Drive; 332 Devonshire Drive; 330 Devonshire Drive; 318 Devonshire Drive; 316 Devonshire Drive; 304 Devonshire Drive; 302 Devonshire Drive, Lapeer, MI 48446

Tax Parcels:

- L21-63-000-001-00,
- L21-63-000-002-00,
- L21-63-000-003-00,
- L21-63-000-004-00,
- L21-63-000-005-00,
- L21-63-000-006-00,
- L21-63-000-007-00,
- L21-63-000-008-00,
- L21-63-000-009-00,
- L21-63-000-010-00,
- L21-63-000-011-00,
- L21-63-000-012-00,
- L21-63-000-013-00,
- L21-63-000-014-00
- L21-63-000-025-00
- L21-63-000-026-00
- L21-63-000-027-00
- L21-63-000-028-00
- L21-63-000-029-00
- L21-63-000-030-00
- L21-63-000-031-00
- L21-63-000-032-00
- L21-63-000-033-00,
- L21-63-000-034-00
- L21-63-000-036-00
- L21-63-000-037-00
- L21-63-000-038-00

L 20-83-304-140-00
L 20 83-304-040-00

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