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INST. # 2021-036784

DERRICK QUINNEY

REGISTER OF DEEDS

INGHAM COUNTY MICHIGAN

RECORDED ON:

08/23/2021 10:45 AM

PAGES: 60

INGHAM COUNTY TREASURER'S CERTIFICATE

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 of this office except as stated.

8/20/2021

Eric Schertzing, Ingham County Treasurer
Sec. 135, Act 206, 1893 as amended

ERR

**MASTER DEED OF BERRY FARMS CONDOMINIUM (Pursuant to the
Condominium Act, MCL 559.101 et seq.)**

Ingham Condominium Subdivision Plan No. 301 containing:

1. Master Deed establishing Berry Farms Condominium;
2. form A to Master Deed: Condominium Bylaws;
3. form B to Master Deed: Condominium Subdivision Plan;
4. form C to Master Deed: Affidavit of Mailing for Notices required by MCL 559.171.

This document is exempt from transfer tax under MCL 207.505(a) and MCL 207.526(t).

Delhi Charter Township Parcel ID Number: 33-25-05-22-451-004.

This document drafted by and after recording return to:

Reid and Reid
Attn: Patrick T. Reid
110 W. Michigan Ave,
Suite 750
Lansing, MI 48933

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MASTER DEED OF BERRY FARMS CONDOMINIUM

This Master Deed is signed and delivered on the 7th day of June, 2021, by R A Berry Holdings, LLC., a Michigan limited liability company, of 2222 N. Michigan Road, Eaton Rapids MI 48827 Michigan (“Developer”), on the terms and conditions set forth below.

Section 1. ESTABLISHMENT OF CONDOMINIUM

1.1 Project. Developer is engaged in the development of a condominium project to be known as Berry Farms Condominium (the Project), in Delhi Township, Ingham County, Michigan, on a parcel of land as described in section 2.

1.2 Establishment of Condominium. Developer desires, by recording this Master Deed together with the Condominium Bylaws attached as form A and the Condominium Subdivision Plan attached as form B to establish the real property described in section 2 (the Property), together with the improvements located and to be located on the Property, as a condominium project (the Condominium) under the provisions of the Michigan Condominium Act (the Act). Developer declares that on the recording of this Master Deed, the Condominium shall be a Project under the Act and shall be held, conveyed, encumbered, leased, rented, occupied, improved, or in any other manner used subject to the provisions of the Act and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations in this Master Deed, all of which shall be deemed to run with the land and to be a burden on and a benefit to Developer; its successors and assigns; any persons who may acquire or own an interest in the Condominium; and their grantees, successors, heirs, personal representatives, administrators, and assigns.

1.3 Project Description. The Project is a residential site condominium. The Condominium units that may be developed in the Project, including the number, boundaries, dimensions, and area of each unit (Unit), are shown on the Condominium Subdivision Plan. Each of the Units is capable of individual use by reason of having its own entrance from and exit to a common element of the Project (a public road).

1.4 Owner Rights. Each owner of a Unit (Owner) in the Project shall have an exclusive property right to Owner’s Unit and to the limited common elements that are appurtenant to Owner’s Unit and shall have an undivided right to share with other Owners in the ownership and use of the general common elements of the Project as described in this Master Deed.

Section 2. LEGAL DESCRIPTION OF THE PROPERTY

2.1 Condominium Property. The land that is being submitted to Condominium ownership in accordance with the provisions of the Act is described on the first page of the attached Subdivision Plan.

2.2 Beneficial Easements. Easements are created and conveyed in this Master Deed to and for the benefit of the Project and the Units located in the Project, and the Project and the Units located in the Project are benefited and burdened by the ingress, egress, utility, and other easements described or shown on form B. Easements are also created for the benefit future development on the area showed on form B as future development area for egress, ingress, utility, drainage, and other easements described or showed on form B.

Section 3. DEFINITIONS

3.1 Definitions. Certain terms used in this Master Deed are defined terms and have the meaning given them in the text where they are defined, and the same meaning shall be ascribed to the term in various other instruments with regard to the Project such as, by way of example and not limitation, the Articles of Incorporation, Association Bylaws, and Rules and Regulations of the Berry Farms Condominium Association, a Michigan nonprofit corporation, and various deeds, mortgages, land contracts, easements, and other instruments affecting the establishment or transfer of interests in the Project. As used in documents regarding the Project, unless the context otherwise requires:

a. *Act or Condominium Act* means the Michigan Condominium Act, MCL 559.101 et seq.

b. *Association* or *Association of Owners* means Berry Farms Condominium Association, the Michigan nonprofit corporation of which all Owners shall be members, which shall administer, operate, manage, and maintain the Project.

c. *Association Bylaws* means the corporate bylaws of the Association organized to manage, maintain, and administer the Project.

d. *Common Elements* means the portions of the Project other than the Condominium Units, including all general and limited common elements described in section 4 of this Master Deed.

e. *Condominium Bylaws* means form A to this Master Deed, which are the bylaws that describe the substantive rights and obligations of the Owners.

f. *Condominium Documents* means this Master Deed with its forms, the Articles of Incorporation and Bylaws of the Association, the Rules and Regulations adopted by the board of directors of the Association, and any other document that affects the rights and obligations of a Owner in the Condominium.

g. *Condominium Property* or *Property* means the land referenced in section 2, as that may be amended, together with all structures, improvements, easements, rights, and appurtenances on or belonging to the Condominium Property.

h. *Condominium Subdivision Plan* or *Subdivision Plan* means form B to this Master Deed, which is the survey and other drawings depicting the real property and improvements to be included in the Project.

i. *Condominium Unit* or *Unit* means the portion of the Project that is designed and intended for separate ownership and use, as described in this Master Deed.

j. *Owner* means the person, firm, corporation, partnership, association, trust, other legal entity, or combination of entities that owns a Condominium Unit in the Project, including both the vendees and vendors of any land contract of purchase.

k. *Developer* means R A Berry Holdings, LLC. a Michigan limited liability company which has signed, delivered, and recorded this Master Deed, and its successors and assigns.

l. *Development and Sales Period* means the period continuing for as long as Developer or its successors continue to own and offer for sale any Unit that maybe created in the Project, excepting any Unit that was previously conveyed by Developer and then repurchased by Developer.

m. *The Future Development Area* means the future development area described on form B.

n. *General Common Elements* means the Common Elements described in section 4.1, which are for the use and enjoyment of all Owners in the Project.

o. *Limited Common Elements* means the Common Elements described in section 4.2, which are reserved for the exclusive use of the Owners of a specified Unit or Units.

p. *Master Deed* means this document, together with the forms attached to it and all amendments that may be adopted in the future, by which the Project is being submitted to condominium ownership.

q. *Percentage of Value* means the percentage assigned to each Unit by this Master Deed, which is determinative of the value of an Owner's vote at meetings of the Association and the proportionate share of each Owner in the Common Elements of the Project.

r. *Project* or *Condominium* means Berry Farms Condominium, a residential site condominium development of 34 Units established under the provisions of the Act.

s. *Transitional Control Date* means the date on which a board of directors for the Association takes office pursuant to an election in which the votes that may be cast by eligible Owners unaffiliated with Developer exceed the votes that Developer may cast. For the number of units that maybe created in the Project.

3.2 Applicability. Whenever any reference is made to one gender, it will be assumed to include both genders where the reference is appropriate; similarly, whenever a reference is made to the singular, it will be assumed to include the plural where the reference is appropriate.

Section 4. COMMON ELEMENTS

4.1 General Common Elements. The General Common Elements are

a. **Real Estate.** the Property referenced in section 2 of this Master Deed (except for that portion of the Property described in section 5.1 constituting a part of a Unit and any portion of the Property designated in form B as a Limited Common Element), including easement interests appurtenant to the Condominium, including but not limited to easements for ingress, egress, and utility installation over, across, and through non-Condominium property or individual Units in the Project;

b. **Improvements.** the private roadways; and the storm drain detention area; other improvements not located within the boundaries of a limited common element or a unit (all structures and improvements located within the boundaries of a Unit shall be owned in their entirety by the Owner of the Unit within which they are located and shall not, unless expressly provided in the Condominium Documents, constitute Common Elements);

c. **Electrical.** the electrical transmission system throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit's boundaries;

d. **Gas.** the natural gas line network and distribution system throughout the Project, up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

e. **Water.** the water distribution system throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

f. **Sanitary Sewer.** the sanitary sewer system throughout the Project, up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

g. **Storm Drainage.** the storm drainage and water retention system throughout the Project including the Storm Drain Detention area;

h. **Telephone.** the telephone wiring system throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

i. **Telecommunications.** the cable television and other telecommunications systems installed throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

j. **Project Entrance Improvements.** any entry signage and other improvements located at or near the entrance to the Project; and

k. **Miscellaneous Common Elements.** all other Common Elements of the Project not designated as Limited Common Elements and not enclosed within the boundaries of a Condominium Unit, which are intended for common use or are necessary to the existence, upkeep, or safety of the Project.

Some or all of the utility lines, equipment, and systems (including mains and service leads) and the telecommunications systems described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility or telecommunication lines, equipment, and systems shall be General Common Elements only to the extent of the Owners' interest in them, and Developer makes no warranty with respect to the nature or extent of that interest.

4.2 Limited Common Elements. The Limited Common Elements are

a. **Utility Service Lines.** the pipes, ducts, wiring and conduits supplying service to or from a Unit for electricity, gas, water, sewage, telephone, television and other utility or telecommunication services, up to and including the point of lateral connection with a General Common Element of the Project or utility line or system owned by the local public authority or company providing the service;

b. **Subterranean Land.** the subterranean land located within Unit boundaries, from and below a depth of 20 feet as shown on form B, including all utility and supporting lines located on or beneath that land;

c. **Subsurface Improvements.** the portion of any footing or foundation extending more than 20 feet below surrounding grade level;

d. **Yard Areas.** the portion of any yard area designated as a Limited Common Element on the Condominium Subdivision Plan, which is limited in use to the Unit of which it is a part;

e. **Delivery Boxes.** the mail and paper box that is located on a Unit or is permitted by the Association to be located on the General Common Elements to serve a Condominium Unit;

f. **Driveways and Walkways.** the portion of any driveway and walkway, if any, exclusively serving the residence constructed within a Unit, located between the Unit and the paved roadway; and

g. **Miscellaneous.** any other improvement designated as a Limited Common Element appurtenant to a particular Unit or Units in the Subdivision Plan or in any future amendment to the Master Deed made by Developer or the Association.

If no specific assignment of one or more of the Limited Common Elements described in this section has been made in the Subdivision Plan, Developer (during the Development and Sales Period) and the Association (after the Development and Sales Period has expired) reserve the right to designate each such space or improvement as a Limited Common Element appurtenant to a particular Unit or Units by subsequent amendment to this Master Deed.

4.3 Maintenance Responsibilities. Responsibility for the cleaning, decoration, maintenance, repair, and replacement of the Common Elements will be as follows:

a. **Limited Common Elements.** Each Owner shall be individually responsible for the routine cleaning, snow removal, maintenance, repair, and replacement of all Limited Common Elements appurtenant to or in the Owner's Unit.

b. **Unit Improvements and Other Owner Responsibilities.** Unless otherwise stated in this Master Deed, Unit Owners shall be responsible for the maintenance, repair, and replacement of all structures and improvements and the maintenance and mowing of all yard areas situated within the boundaries of a Unit. Unit Owners shall also be responsible for the installation and maintenance, including snow removal, for that portion of the General Common Element sidewalk crossing the Unit, including the required ADA ramps. Unit owners must complete sidewalks with ADA approved ramps where required, including at future intersections prior to the issuance of a Certificate of Occupancy. Sidewalks must comply with all ADA requirements including ramps at all current and future intersections as required by Delhi Charter Township. All corner lots, including those leading to future development will require ADA approved ramps. If an Owner elects, with the prior written consent of the Association, to construct or install any improvements within a Unit or on the Common Elements that increase the costs of maintenance, repair, or replacement for which the Association is responsible, those increased costs or expenses may, at the option of the Association, be specially assessed against the Unit.

c. **Association Oversight.** The exterior appearance of all structures, improvements, and yard areas (to the extent visible from any other Unit or from a Common Element) shall be subject at all times to the approval of the Association and to any reasonable aesthetic and maintenance standards prescribed by the Association in duly adopted rules and regulations. The Association may not disapprove the appearance of an improvement so long as it is maintained as constructed by Developer or constructed with Developer's approval.

d. **General Common Elements.** The cost of cleaning, decoration, maintenance, repair, replacement, and snow removal of all General Common Elements other than that described above shall be the responsibility of the Association, except for the repair or replacement of a General Common Element due to an act or the neglect of an Owner or an Owner's agent, invitee, family member, or pet. The Association is responsible for all current and future maintenance of all roadways located within the Condominium. Delhi Charter Township and the Ingham County Commission have no responsibility for the maintenance of the roadways.

e. **Maintenance by the Association.** If an Owner fails, as required by this Master Deed, the By-laws, or any rules or regulations promulgated by the Association, to properly and adequately decorate, repair, replace, or otherwise maintain the Owner's Unit, any structure or improvement located within the Unit, or any appurtenant Limited Common Element, the Association (or Developer during the Development and Sales Period) shall have the right, but not the obligation, to undertake periodic exterior maintenance functions with respect to improvements constructed or installed within any Unit boundary as it deems appropriate (including, without limitation, painting or other decoration, lawn mowing, snow removal, tree trimming, and replacement of shrubbery and other plantings). The Association (or Developer) will in no event be obligated to repair or maintain any such Common Element or improvement. Failure of the Association (or 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 date.

f. **Assessment of Costs.** All costs incurred by the Association or Developer in performing any maintenance functions that are the primary responsibility of an Owner shall be charged to the affected Owner or Owners on a reasonably uniform basis and collected in accordance with the assessment procedures established by the Condominium Bylaws. A lien for nonpayment shall attach to Owner's Unit for any such charges, as with regular assessments, and may be enforced by the use of all means available to the Association under the Condominium Documents or by law for the collection of assessments, including, without limitation, legal action, foreclosure of the lien securing payment, and the imposition of fines.

4.4 Assignment of Limited Common Elements. A Limited Common Element may be assigned or reassigned by written application to the board of directors of the Association by all Owners whose interest will be affected by the assignment. On receipt and approval of an application, the board shall promptly prepare and execute an amendment to this

Master Deed assigning or reassigning all rights and obligations with respect to the Limited Common Elements involved and shall deliver the amendment to the Owners of the Units affected on payment by them of all reasonable costs for the preparation and recording of the amendment.

4.5 Power of Attorney. By acceptance of a deed, mortgage, land contract, or other document of conveyance or encumbrance, all Owners, mortgagees, and other interested parties are deemed to have appointed Developer (during the Development and Sales Period) or the Association (after the Development and Sales Period has expired) as their agent and attorney to act in connection with all matters concerning the Common Elements and their respective interests in the Common Elements. Without limiting the generality of this appointment, Developer or the Association will have full power and authority to grant easements over, to sever or lease mineral interests in, and to convey title to the land or improvements constituting the General Common Elements or any part of them; to dedicate as public streets any parts of the General Common Elements; to amend the Condominium Documents to assign or reassign the Limited Common Elements; and in general to sign and deliver all documents and to do all things necessary or convenient to exercise such powers.

4.6 Boundary Relocation. The boundaries of two or more adjacent Units may be relocated by amendment of the Master Deed in accordance with the provisions of MCL 559.148, provided that the expense of preparing the amendment is paid in full by the Owner or Owners desiring to relocate the boundaries.

4.7 Unit Subdivision.

a. An Owner may subdivide a Unit into two or more separate new Units, may transfer a Unit or any portion of it to the Owner of an adjacent Unit or Units, and combine the Unit or Units for use together with the adjacent Unit or Units; and the Common Elements affected by the subdivision or transfer and combination may be located or relocated as required to effect the subdivision or transfer and combination, provided that the subdivision or transfer and combination is made in compliance with MCL 559.149 and all other applicable laws and ordinances, and with the provisions of subsection 4.7(b) and (c).

b. Any Owners desiring to make a subdivision or transfer and combination shall make written application to the board of directors requesting an amendment to this Master Deed and containing (i) a survey of the proposed alterations to the affected Unit or Units and the affected Common Elements, (ii) a proposed reallocation to the new Units to be created by the proposed subdivision or transfer of the percentage of interest in the Common Elements appurtenant to the affected Unit or Units, and (iii) a statement about whether the Limited Common Elements serving the affected Unit or Units should be assigned to each new Unit or to fewer than all of the new Units to be created by the proposed subdivision or transfer.

c. Any Owner desiring to alter any part of the Common Elements separating and located between and exclusively serving one or more Units to be transferred and combined under the provisions of this section shall in addition comply with the applicable provisions of subsection 4.7(c). No such proposed subdivision or transfer and combination shall be effective unless first approved in writing by a two-thirds majority of the board, which shall not be unreasonably withheld. If so approved by the board, the proposed subdivision or transfer and combination shall be effective on the recording of an amendment to this Master Deed, consistent with and reflecting the subdivision or transfer and combination and executed by the Owner and the mortgagee of the Units involved. Any expenses incurred in connection with accomplishing any subdivision or transfer and combination as provided in this section shall be paid by the Owners of the Units involved, and the Owners shall be jointly and severally liable for the payment.

4.8 Separability. Except as provided in this Master Deed, Condominium Units shall not be separable from their appurtenant Common Elements, and neither shall be used in any manner inconsistent with the purposes of the Project or in any other way that might interfere with or impair the rights of other Owners in the use and enjoyment of their Units or their appurtenant Common Elements.

Section 5. UNITS

5.1 Description of Units. A complete description of each Unit in the Project, with elevations referenced to an official benchmark of the U.S. Geological Survey sufficient to accurately relocate the space enclosed by the description without reference to any structure, is contained in the Subdivision Plan as surveyed by the Project's consulting engineers and surveyors. Each Unit shall include all the space within the Unit boundaries and above to a depth of 20 feet below and a height of 50 feet above the surface as shown on form B, together with all appurtenances to the Unit.

5.2 Percentage of Value. The total percentage value of the Project is 100, and the Percentage of Value assigned to each of the Condominium Units in the Project shall be equal to every other Unit. The determination that Percentages of Value for all Units should be equal was made after reviewing the comparative characteristics of each Unit, including those that may affect maintenance costs, and concluding that the Units should each have an equal Percentage of Value. The Percentage of Value assigned to each Unit shall be changed only in the manner permitted by section 9, expressed in an Amendment to this Master Deed and recorded in the register of deeds office in the county where the Project is located.

5.3 Unit Modification. The number, size, style, boundary, or location of a Unit or of any Limited Common Element appurtenant to a Unit may be modified from time to time by Developer or its successors without the consent of any Owner, mortgagee (except as provided in the Act), or other interested person, so long as the modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy, or other significant attribute of any Unit that adjoins or is proximate to the modified Unit or

Limited Common Element. However, no Unit that has been sold or is subject to a binding Purchase Agreement shall be modified without the consent of the Owner or Purchaser and the mortgagee of the Unit. Developer may also, in connection with any modification, readjust Percentages of Value for all Units in a manner that gives reasonable recognition to the changes based on the method of original determination of Percentages of Value for the Project. All Owners, mortgagees of Units, and other persons interested or to become interested in the Project from time to time shall be deemed to have granted a Power of Attorney to Developer and its successors for any purpose that is similar in nature and effect to that described in section 4.5 of this Master Deed.

Section 6. EXPANDABILITY OF THE CONDOMINIUM

6.1 Future Development Area. The Project established by this Master Deed consists of 34 condominium Units that may, at the election of Developer, be treated as the first phase of an expandable condominium under the Act to contain in its entirety a maximum of 118 Units. Additional Units, if any, will be established on all or some portion of the land designated on form B as the future development area (the Future Development Area).

6.2 Addition of Units. The number of Units in the Project may, at the option of the Developer, from time to time within a period ending not later than six years after the initial recording of the Master Deed be increased by the addition of all or any portion of the Future Development Area and the establishment of Units in that area. Developer will determine the nature, location, size, types, and dimensions of the Units and other improvements to be located within the Future Development Area in its sole discretion. No Unit will be created within any part of the Future Development Area that is added to the Condominium that is not restricted exclusively to residential use.

6.3 Expansion Not Mandatory. None of the provisions of this section will in any way obligate Developer to enlarge the Project beyond the initial phase established by this Master Deed, and Developer may, in its discretion, establish all or a portion of the Future Development Area as a separate condominium project (or projects) or as any other form of development. There are no restrictions on Developer's election to expand the Project other than those explicitly provided in this section. There is no obligation on the part of the Developer to add to the Project all or any portion of the Future Development Area, nor is there any obligation to add portions in any particular order or to construct any particular improvements on the added property.

6.4 Amendments to the Master Deed. An increase in the size of the Project by Developer will be given effect by an appropriate amendment or amendments to the Master Deed, which will not require the consent or approval of any Owner, mortgagee, or other interested person. Amendments will be prepared by and at the sole discretion of Developer and may proportionately adjust the Percentages of Value assigned by section 5.2 to preserve a total value of 100 percent for the entire Project. The precise determination of the readjustments in Percentages of Value (if any) will be made in the sole judgment of Developer. However, the readjustments will reflect a continuing

reasonable relationship among Percentages of Value based on the original method of determining Percentages of Value for the Project.

6.5 Redefinition of Common Elements. Amendments to the Master Deed made by Developer to expand the Condominium may also contain any further definitions and redefinitions of General or Limited Common Elements that Developer determines are necessary or desirable to adequately describe, serve, and provide access to the additional parcel or parcels being added to the Project. In connection with any amendments, Developer will have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the intent of this section, including, but not limited to, the connection of roadways in the Project to any roadways that may be located on or planned for the Future Development Area and to provide access to any Unit that is located on or planned for the Future Development Area from the roadways located in the Project.

6.6 Additional Provisions. Amendments to the Master Deed made by Developer to expand the Condominium may also contain any provisions Developer determines are necessary or desirable (a) to make the Project contractible or convertible for portions of the parcel or parcels being added to the Project, (b) to create easements burdening or benefiting portions of the parcel or parcels being added to the Project, and (c) to create or change restrictions or other terms and provisions affecting the additional parcel or parcels being added to the Project or affecting the balance of the Project as may be reasonably necessary in Developer's judgment to enhance the value or desirability of the Units to be located within the additional parcel or parcels being added.

Section 7. CONTRACTABILITY OF CONDOMINIUM

7.1 Limit of Unit Contraction. The Project established by this Master Deed consists of 34 Units and may, at the election of the Developer, be contracted to a minimum of number 32 Units.

7.2 Withdrawal of Land. The number of Units in the Project may, at Developer's option, from time to time within a period ending not later than six years after the recording of this Master Deed or six (6) years after the Amendment to the Master Deed for addition of Units of the Future Development Area, be decreased by the withdrawal of all or any portion of the lands described in section 2.1. However, no Unit that has been sold or is the subject of a binding Purchase Agreement may be withdrawn without the consent of the Owner or purchaser and the mortgagee of the Unit. Developer may also, in connection with any contraction, readjust the Percentages of Value for Units in the Project in a manner that gives reasonable recognition to the number of remaining Units, based on the method of original determination of the Percentages of Value. Other than as provided in this section 7, there are no restrictions or limitations on Developer's right to withdraw lands from the Project or on the portion or portions of land that may be withdrawn, the time or order of the withdrawals, or the number of Units or Common Elements that may be withdrawn. However, the lands remaining shall not be reduced to less than that necessary to accommodate the remaining Units in the Project with

reasonable access and utility service to the Units. Additional Units added in the Future Development Area that are designated maybe built can be withdrawal by the Developer within six (6) years after such Units are added to the Subdivision Plan.

7.3 Contraction Not Mandatory. There is no obligation on the part of Developer to contract the Project, nor is there any obligation to withdraw portions of the Project in any particular order or to construct particular improvements on any withdrawn lands. Developer may, in its discretion, establish all or a portion of the lands withdrawn from the Project as a separate condominium project (or projects) or as any other form of development. Any development on the withdrawn lands will not be detrimental to the adjoining condominium project.

7.4 Amendments to the Master Deed. A withdrawal of lands from this Project by Developer will be given effect by appropriate amendments to the Master Deed, which will not require the consent or approval of any Owner, mortgagee, or other interested person. Amendments will be prepared by and at the sole discretion of Developer and may adjust the Percentages of Value assigned by section 5.2 to preserve a total value of 100 percent for the entire Project resulting from any amendment.

7.5 Additional Provisions. Any amendments to the Master Deed made by Developer to contract the Condominium may also contain provisions as Developer determines are necessary or desirable (i) to create easements burdening or benefiting portions or all of the parcel or parcels being withdrawn from the Project and (ii) to create or change restrictions or other terms and provisions, including designations and definition of Common Elements, affecting the parcel or parcels being withdrawn from the Project or affecting the balance of the Project, as reasonably necessary in Developer's judgment to preserve or enhance the value or desirability of the parcel or parcels being withdrawn from the Project, and one or more parcels may be converted for ingress to and egress from the condominium.

Section 8. Not Applicable

Section 9. EASEMENTS

9.1 Easements for Maintenance and Repair. If any portion of a Unit or Common Element encroaches on another Unit or Common Element due to the shifting, settling, or moving of a building or due to survey errors or construction deviations, reciprocal easements shall exist for the maintenance of the encroachment for so long as the encroachment exists and for the maintenance of the encroachment after rebuilding in the event of destruction. In the event of such encroachment the Owner of the property who encroaches on a Unit or a Common Element is also granted an easement for the use of the encroachment for so long as the encroachment exist. There shall also be permanent easements in favor of the Association (or Developer during the Development and Sale Period) for the maintenance and repair of General Common Elements for which the Association (or Developer) may from time to time be responsible or for which it may elect to assume responsibility, and there shall be easements to, through, and over those

portions of the land (including the Units) as may be reasonable for the installation, maintenance, and repair of all utility services furnished to the Project. Public utilities shall have access to the Common Elements and to the Units at reasonable times for the installation, repair, or maintenance of those services; and any costs incurred in the opening or repairing of any General Common Element or other improvement to install, repair, or maintain common utility services to the Project shall be an expense of administration assessed against all Owners in accordance with the Condominium Bylaws.

9.2 Easements Reserved by Developer. Developer reserves nonexclusive easements for the benefit of itself and its successors and assigns, which may be used at any time or times,

- a. to use, improve, or extend all roadways, drives, and walkways in the Project for the purpose of ingress and egress to and from any Unit or real property owned by it and to and from all or any portion of the land described in section 6.
- b. to use, tap, tie into, extend, or enlarge all utility lines and mains, public and private, located on the land described in Section 2 for the benefit of real property in which Developer owns an interest that adjoins the Project.
- c. the easements described in this section are not subject to payment by the owners of the benefited property of the cost of maintenance and repair of the improvements constructed on the easements.

Section 10. AMENDMENT, TERMINATION, AND WITHDRAWAL

10.1 Preconveyance Amendments. If there is no Owner other than Developer, Developer may unilaterally amend the Condominium Documents or, with the consent of any interested mortgagee, unilaterally terminate the Project. All documents reflecting an amendment to the Master Deed or the Condominium Bylaws or a termination of the Project shall be recorded in the register of deeds office in the county where the Project is located.

10.2 Postconveyance Amendments. If there is an Owner other than Developer, the recordable Condominium Documents may be amended for a proper purpose as follows:

- a. **Nonmaterial Changes.** An amendment may be made without the consent of any Owner or mortgagee if the amendment does not materially alter or change the rights of any Owner or mortgagee of a Unit in the Project, including, but not limited to, (i) amendments to modify the types and sizes of unsold Condominium Units and their appurtenant Limited Common Elements; (ii) amendments correcting survey or other errors in the Condominium Documents; or (iii) amendments to facilitate conventional mortgage loan financing for existing or prospective Owners and enable the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal

National Mortgage Association, the Government National Mortgage Association, or any other agency of the federal government or the State of Michigan.

b. **Material Changes.** An amendment may be made even if it will materially alter or change the rights of the Owners with the consent of not less than two-thirds of the Owners and, to the extent required by law, mortgagees. However, an Owner's Unit dimensions or Limited Common Elements may not be modified without that Owner's consent, nor may the method or formula used to determine the percentage of value of Units in the Project for other than voting purposes be modified without the consent of each affected Owner and mortgagee. Rights reserved by Developer, including without limitation rights to amend for purposes of contraction or modification of units, shall not be amended without the written consent of Developer so long as Developer or its successors continue to own and to offer for sale any Unit in the Project.

c. **Compliance with Law.** Amendments may be made by Developer without the consent of Owners and mortgagees, even if the amendment will materially alter or change the rights of Owners and mortgagees, to achieve compliance with the Act, administrative rules, or orders adopted by the courts pursuant to the Act or with other federal, state, or local laws, ordinances, or regulations affecting the Project.

d. **Reserved Developer Rights.** Developer may also unilaterally make a material amendment without the consent of any Owner or mortgagee for the specific purposes reserved by Developer in this Master Deed. During the Development and Sales Period, this Master Deed and forms A and B shall not be amended nor shall provisions be modified in any way without the written consent of Developer or its successors or assigns.

e. **Costs of Amendments.** A person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment, except for amendments based on a vote of the Owners, the costs of which are expenses of administration. The Owners shall be notified of proposed amendments under this section not less than 10 days before the amendment is recorded.

10.3 Project Termination. If there is a Owner other than Developer, the Project may be terminated only with consent of Developer and not less than 80 percent of the Owners and mortgagees, in the following manner:

a. **Termination Agreement.** Agreement of the required number of Owners and mortgagees to termination of the Project shall be evidenced by the Owners' execution of a Termination Agreement, and the termination shall become effective only when the Agreement has been recorded in the register of deeds office in the county where the Project is located.

b. **Real Property Ownership.** On recordation of a document terminating the Project, the property constituting the Condominium shall be owned by the Owners as tenants

in common in proportion to their respective undivided interests in the Common Elements immediately before recordation. As long as the tenancy in common lasts, each Owner and their heirs, successors, or assigns shall have an exclusive right of occupancy of that portion of the property that formerly constituted their Condominium Unit.

c. **Association Assets.** On recordation of a document terminating the Project, any rights the Owners may have to the net assets of the Association shall be in proportion to their respective undivided interests in the Common Elements immediately before recordation, except that common profits (if any) shall be distributed in accordance with the Condominium Documents and the Act.

d. **Notice to Interested Parties.** Notification of termination by first-class mail shall be made to all parties interested in the Project, including escrow agents, land contract vendors, creditors, lienholders, and prospective purchasers who have deposited funds.

10.4 Withdrawal of Property.

a. **Withdrawal by Developer.** Notwithstanding anything in this Master Deed to the contrary, if Developer has not completed development and construction of Units or Improvements in the Project that are identified as “need not be built” during a period ending 10 years after the date of commencement of construction by Developer of the Project, Developer has the right to withdraw from the Project all undeveloped portions of the Project not identified as “must be built” without the prior consent of any Owners, mortgagees of Units in the Project, or any other person having an interest in the Project. If this Master Deed contains provisions permitting the expansion, contraction, or rights of convertibility of Units or Common Elements in the Project, the time period is the greater of (i) the 10-year period set forth above or (ii) 6 years after the date Developer exercised its rights regarding either expansion, contraction, or rights of convertibility, whichever right was exercised last. The undeveloped portions of the Project withdrawn shall also automatically be granted easements for utility and access purposes through the Project for the benefit of the undeveloped portions of the Project, subject to the payment of a reasonable pro rata share of the costs of maintaining the easements.

b. **Withdrawal by Association.** If Developer does not withdraw the undeveloped portions of the Project from the Project or convert the undeveloped portions of the Project to “must be built” before the time periods set forth in section 10.4(a) expire, the Association, by an affirmative two-thirds majority vote of Owners in good standing, may declare that the undeveloped land shall revert to the general common elements and all rights to construct Units on the undeveloped land shall cease. When such a declaration is made, the Association shall provide written notice of the declaration to Developer or its successor by first-class mail at its last known address. Within 60 days after receipt of the notice, Developer or its successor may withdraw the undeveloped land or convert the undeveloped condominium units to “must be built.” However, if the undeveloped land is not withdrawn or the undeveloped condominium units are not converted within 60 days, the Association may file the

notice of the declaration with the register of deeds. The declaration takes effect on recording by the register of deeds. The Association shall also file notice of the declaration with the local supervisor or assessing officer.

Section 11. ASSIGNMENT OF DEVELOPER RIGHTS

Developer may assign any or all of the rights and powers granted to or reserved by Developer in the Condominium Documents or by law, including without limitation the power to approve or to disapprove any act, use, or proposed action, to any other entity or person, including the Association. Any such assignment or transfer shall be made by an appropriate document in writing and shall be duly recorded in the register of deeds office in the county where the Project is located.

person, including the Association. Any such assignment or transfer shall be made by an appropriate document in writing and shall be duly recorded in the register of deeds office in the county where the Project is located.

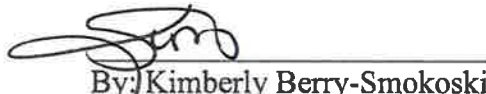
This Master Deed has been signed by Developer and shall be effective as of the date stated on page 1.

DEVELOPER

R A Berry Holdings, LLC.




By: Richard Berry
Its: Member



By: Kimberly Berry-Smokoski
Its: Member

STATE OF MICHIGAN)
INGHAM COUNTY)

Acknowledged before me in Ingham County, Michigan, on 7th day of June, 2021, by Richard Berry and Kimberly Berry-Smokoski, as Members of R A Berry Holdings, LLC.


_____, Notary Public
County, acting in Ingham County, Michigan
My Commission Expires: 12-16-2023

KAREN OATLEY
Notary Public, State of Michigan
County of Ingham
My Commission Expires 12-16-2023
Acting in the County of Ingham

This document drafted by and after recording return to:

Reid and Reid
Attn: Patrick T. Reid
110 W. Michigan Ave,
Suite 750
Lansing, MI 48933

**AFFIDAVIT OF MAILING NOTICE OF INTENT TO ESTABLISH
CONDOMINIUM PROJECT**

STATE OF MICHIGAN)
INGHAM COUNTY)

Olivia Reid, being duly sworn, states that on 9th day of April, 2021, she served copies of a Notice of Intent with regard to the Berry Farms Condominium Project on the following persons at the addresses listed below by mailing them the notice of intent by U.S. mail, certified mail, return receipt requested, first-class postage fully prepaid:

Michigan Department of Environment,
Great Lakes, and Energy
Water Resources Division
PO Box 30273
Lansing, MI 48909-7773

Ingham County Drain Commissioner
707 Buhl Street
Mason, MI 48854

Michigan Department of Transportation
425 W. Ottawa St.
PO Box 30050
Lansing, MI 48909


Ingham County Road Commission
301 Bush Street
Mason, MI 48854

Delhi Charter Township
2074 Aurelius Road
Holt, MI 48842



Olivia Reid

Signed and sworn to before me by Olivia Reid in Ingham County, Michigan, on April 9, 2021.



Patrick Timothy Reid, II, Notary public,
County of Clinton acting in Ingham County, State of Michigan,
My commission expires: November 17, 2024

SCHEDULE A
CONDOMINIUM BYLAWS
BERRY FARMS CONDOMINIUM

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CONDOMINIUM BYLAWS

Section 1. ASSOCIATION OF OWNERS

1.1 Organization. Berry Farms Condominium is a residential site condominium project located in Delhi Township, Ingham County Michigan, being developed in successive phases, to comprise 34 building sites which may be expanded up to a maximum of 118 building sites. On the recording of the Master Deed, the management, maintenance, operation, and administration of the Project shall be vested in an Association of Owners organized as a nonprofit corporation under the laws of the State of Michigan. The Association will keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Project available at reasonable hours for inspection by Owners, prospective buyers, mortgagees, and prospective mortgagees of Units in the Project.

1.2 Compliance. All present and future Owners, mortgagees, lessees, or other persons who may use the facilities of the Condominium in any manner shall be subject to and comply with the provisions of the Act, the Master Deed and any amendments, the Condominium Bylaws, the Association's Articles of Incorporation, the Association Bylaws, and other Condominium Documents that pertain to the use and operation of the Project. The acceptance of a deed of conveyance, the entering into of a lease, or the act of occupying a Condominium Unit in the Project shall constitute an acceptance of the terms of the Condominium Documents and an agreement to comply with their provisions.

Section 2. MEMBERSHIP AND VOTING

2.1 Membership. Each Owner of a Unit in the Project shall be a member of the Association during the period of ownership, and no other person or entity will be entitled to membership. The share of a member in the funds and assets of the Association may be assigned, pledged, or transferred only as an appurtenance to a Unit.

2.2 Voting Rights. Each Owner will be entitled to one vote for each Unit owned.

2.3 Eligibility to Vote. No Owner other than Developer will be entitled to vote at any meeting of the Association until the Owner has presented written evidence of ownership of a Unit in the Project, nor shall the Owner be entitled to vote (except for elections pursuant to section 3.4) before the Initial Meeting of Members. An Owner shall be permitted to vote only if the Owner is not in default in payment of assessments

levied against the Owner's unit. Developer shall be entitled to vote only those Units to which Developer still holds title.

2.4 Designation of Voting Representative. The person entitled to cast the vote for each Unit and to receive all notices and other communications from the Association shall be designated by a certificate signed by all the record owners of a Unit and filed with the secretary of the Association. The certificate shall state the name and address of the individual representative designated; the number of the Unit owned; and the name and address of the person or persons, firm, corporation, partnership, association, trust, or other legal entity who is the Unit owner. All certificates shall be valid until revoked, until superseded by a subsequent certificate, or until a change has occurred in the ownership of the Unit.

2.5 Proxies. Votes may be cast in person or by proxy. Proxies may be made by any designated voting representative who is unable to attend the meeting in person. Proxies will be valid only for the particular meeting designated and any adjournment and must be filed with the Association before the appointed time of the meeting.

2.6 Majority. At any meeting of members at which a quorum is present, Owners holding 51 percent of the units entitled to vote that are present in person or by proxy (or written vote, if applicable) shall constitute a majority for the approval of the matters presented to the meeting, except when these Bylaws, the Master Deed, or law required a majority exceeding a simple majority.

Section 3. MEETINGS AND QUORUM

3.1 Initial Meeting of Members. The initial meeting of the members of the Association may be convened only by the Developer and may be called at any time after two or more of the Units in Phase I of the Project have been sold and the buyers qualified as members of the Association. In no event, however, shall the initial meeting be called later than (a) 120 days after the conveyance of legal or equitable title to nondeveloper Owners of 75 percent of the total number of Units that may be created in the Project or (b) 54 months after the first conveyance of legal or equitable title to a nondeveloper Owner of a Unit, whichever first occurs, at which meeting the eligible Owners may vote for the election of directors of the Association. The maximum number of Units that may be added to the Project under section 6 of the Master Deed shall be included in the calculation of the number of Units that may be created. Developer may call meetings of members of the Association for informational or other appropriate purposes before the initial meeting, but no such informational meeting shall be construed as the initial meeting of members.

3.2 Annual Meeting of Members. After the initial meeting has occurred, annual meetings of the members shall be held in each year on a date and at a time and place selected by the Board of Directors. At least 20 days before the date of an annual meeting, written notice of the date, time, place, and purpose of the meeting shall be mailed or delivered to each member entitled to vote at the meeting; but no less than 30

days written notice shall be provided to each member of any proposed amendment to these Bylaws or to other recorded Condominium Documents.

3.3 Advisory Committee. Within one year after the initial conveyance by Developer of legal or equitable title to an Owner of a Unit in the Project or within 120 days after conveyance of one-third of the total number of Units that may be created in the Project, whichever first occurs, Developer shall select two or more persons from the nondeveloper Owners to serve as an advisory committee to the Board of Directors (the Advisory Committee). The purpose of the Advisory Committee is to facilitate communication between the Developer-appointed Board of Directors and the nondeveloper Owners and to aid in the ultimate transition of control to the Owners. The members of the Advisory Committee shall serve for one year or until their successors are selected, and the Committee shall automatically cease to exist at the Transitional Control Date. The Board of Directors and the Advisory Committee shall meet with each other at the request of the Advisory Committee, but there shall be not more than two such meetings each year unless both parties agree.

3.4 Board Composition. Not later than 120 days after conveyance of legal or equitable title to nondeveloper Owners of 25 percent of the Units that may be created in the Project, at least one director and not less than one-fourth of the Board of Directors of the Association shall be elected by nondeveloper Owners. Not later than 120 days after conveyance of legal or equitable title to nondeveloper Owners of 50 percent of the Units that may be created in the Project, not less than one-third of the Board of Directors shall be elected by nondeveloper Owners. Not later than 120 days after conveyance of legal or equitable title to nondeveloper Owners of 75 percent of the Units that may be created in the Project and before conveyance of 90 percent of those Units, the nondeveloper Owners shall elect all directors on the board except that Developer shall have the right to designate at least one director as long as Developer owns and offers for sale at least 10 percent of the Units in the Project or as long as 10 percent of the Units remain that may be created.

3.5 Owner Control. If 75 percent of the Units that may be created in the Project have not been conveyed within 54 months after the first conveyance of legal or equitable title to a nondeveloper Owner, the nondeveloper Owners shall have the right to elect the percentage of members of the Board of Directors of the Association equal to the percentage of Units they hold, and Developer will have the right to elect the percentage of members of the board equal to the percentage of Units that are owned by Developer and for which all assessments are payable by Developer. This election may increase, but shall not reduce, the minimum election and designation rights of directors otherwise established in section 3.4. Application of this provision does not require a change in the size of the board as designated in the Association bylaws.

3.6 Mathematical Calculations. If the calculation of the percentage of members of the board that the nondeveloper Owners have a right to elect or the product of the number of members of the board multiplied by the percentage of Units held by the nondeveloper Owners results in a right of nondeveloper Owners to elect a fractional

number of members of the board, a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number. After application of this formula, Developer shall have the right to elect the remaining members of the board. Application of this provision shall not eliminate the right of Developer to designate at least one member as provided in section 3.4.

3.7 Quorum of Members. The presence in person or by proxy of 35 percent revise as necessary of the Owners entitled to vote shall constitute a quorum of members. The written vote of an Owner properly furnished at or before a meeting at which the Owner is not present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question on which the vote is cast.

Section 4. ADMINISTRATION

4.1 Board of Directors. The business, property, and affairs of the Association shall be managed by a board of directors (the Board of Directors) to be elected in the manner described in these Bylaws. The directors designated in the Articles of Incorporation shall serve until their successors have been duly elected and qualified at the initial meeting of members. All actions of the first Board of Directors designated in the Articles of Incorporation or any successors to the directors selected by Developer before the initial meeting of members shall be binding on the Association as though the actions had been authorized by a Board of Directors elected by the members of the Association so long as the actions are within the scope of the powers and duties that a Board of Directors may exercise under the Condominium Documents. A service contract or management agreement entered into between the Association and Developer or affiliates of Developer shall be voidable without cause by the Board of Directors on the Transitional Control Date or within 90 days after the initial meeting has been held and on 30 days' notice at any time for cause.

4.2 Powers and Duties. The Board shall have all powers and duties necessary to administer the affairs of the Association and may take all actions in support of the administration that are not prohibited by the Condominium Documents or specifically reserved to the members, including the following:

- a. care, upkeep, and maintenance of the Common Elements
- b. development of an annual budget and the determination, levy, and collection of assessments required for the operation and affairs of the Condominium
- c. employment and dismissal of contractors and personnel as necessary for the efficient management and operation of the Condominium Property
- d. adoption and amendment of rules and regulations governing the use of the Condominium Property not inconsistent with these Bylaws

- e. opening bank accounts, borrowing money, and issuing evidences of indebtedness in furtherance of the purposes of the Association and designating signatories required for those purposes
- f. obtaining insurance for the Common Elements, the premiums of which shall be an expense of administration
- g. granting licenses for the use of the Common Elements for purposes not inconsistent with the provisions of the Act or of the Condominium Documents
- h. authorizing the execution of contracts, deeds of conveyance, easements, and rights-of-way affecting any real or personal property of the Condominium on behalf of the Owners
- i. making repairs, additions, and improvements to or alterations of the Common Elements and repairs to and restoration of the Common Elements after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings
- j. asserting, defending, or settling claims on behalf of all Owners in connection with the Common Elements of the Project and, on written notice to all Owners, instituting actions on behalf of and against the Owners in the name of the Association
- k. further duties as may be imposed by resolution of the members of the Association or that may be required by the Condominium Documents or the Act

4.3 Books of Account. The Association shall keep books and records containing a detailed account of the expenditures and receipts of administration, which will specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and its members. The accounts shall be open for inspection by the Owners and their mortgagees during reasonable hours. The Association shall also prepare and distribute a financial statement to each Owner at least once a year, the contents of which will be defined by the Association. The books and records shall be reviewed annually and audited at times required by the Board of Directors by qualified independent accountants (who need not be certified public accountants), and the cost of the review or audit shall be an expense of administration.

4.4 Maintenance, Repair, and Replacement. The responsibility for maintenance, repair, and replacement of Units and Common Elements (other than following casualty damage, which is described in section 6.3 of the Bylaws) is as follows:

- a. All maintenance, repair, and replacement of the structures and other improvements located within a Unit or Limited Common Elements that are the responsibility of the Owner of a Unit as set forth in the Master Deed shall be made by the Owner of the Unit. Each Owner shall be responsible for all damages to the

Common Elements resulting from the repairs or from any failure of the Owner to perform maintenance and repairs to a Unit.

b. All maintenance, repair, and replacement of the General Common Elements, shall be made by the Association and shall be charged to all the Owners as a common expense unless necessitated by the negligence, misuse, or neglect of a particular Owner, in which case the expense shall be charged to the responsible Owner. The Association or its agent shall have access to each Unit (but not to the interior of any residence or garage within a Unit) from time to time during reasonable hours, on notice to the occupant, to maintain, repair, or replace any of the Common Elements located within or accessible only from a Unit that are the responsibility of the Association. The Association or its agents shall also have access to each Unit at all times without notice for making emergency repairs necessary to prevent damage to other Units or the Common Elements.

4.5 Reserve Fund. The Association shall maintain a reserve fund, to be used for major repairs and replacement of the General Common Elements, as provided by MCL 559.205. The fund shall be established in the minimum amount required on or before the Transitional Control Date and shall, to the extent possible, be maintained at a level that is equal to or greater than 10 percent of the then current annual budget of the Association on a noncumulative basis. The minimum reserve standard required by this section may prove to be inadequate, and the Board should carefully analyze the Project from time to time to determine if a greater amount should be set aside or if additional reserve funds should be established for other purposes.

4.6 Construction Liens. A construction lien arising as a result of work performed on a Unit or on an appurtenant Limited Common Element shall attach only to the Unit on which the work was performed, and a lien for work authorized by Developer or the principal contractor shall attach only to Condominium Units owned by Developer at the time of recording the lien. A construction lien for work authorized by the Association shall attach to each Unit only to the proportionate extent that the Owner of the Unit is required to contribute to the expenses of administration. No construction lien shall arise or attach to a Condominium Unit for work performed on the General Common Elements not contracted for by the Association or Developer.

4.7 Managing Agent. The Board may employ a management company or managing agent at a compensation established by the Board to perform the duties and services as the Board shall authorize, including, but not limited to, the powers and duties described in section 4.2. Developer or any person or entity related to Developer may serve as managing agent, but any compensation paid to Developer shall be at competitive rates.

4.8 Officers. The Association Bylaws shall provide for the designation, number, terms of office, qualifications, manner of election, duties, removal, and replacement of officers of the Association and may contain any other provisions pertinent to officers of the Association not inconsistent with these Bylaws. Officers may be compensated, but only on the affirmative vote of 67 percent or more of all Owners.

4.9 Indemnification. All directors and officers of the Association shall be entitled to indemnification against costs and expenses, including actual attorney fees, incurred as a result of actions (other than willful or wanton misconduct or gross negligence) taken or failed to be taken on behalf of the Association on 10 days notice to all Owners in the manner and to the extent provided by the Association Bylaws. If no judicial determination on indemnification has been made, an opinion of independent counsel on the propriety of indemnification shall be obtained if a majority of Owners holding 51 percent of the units, vote to procure such an opinion.

Section 5. ASSESSMENTS

5.1 Administrative Expenses. The Association shall be assessed as the entity in possession of any tangible personal property of the Condominium owned or possessed in common, and personal property taxes levied on such property shall be treated as expenses of administration. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the General Common Elements or the administration of the Project shall be expenses of administration, and all sums received as proceeds of or pursuant to any policy of insurance covering the interests of the Owners against liabilities or losses arising within, caused by, or connected with the General Common Elements or the administration of the General Common Elements shall be receipts of administration.

5.2 Determination of Assessments. Assessments will be determined in accordance with the following provisions:

a. **Initial Budget.** The Board of Directors of the Association shall establish an initial budget in advance for each fiscal year that will project all expenses for the coming year that may be required for the proper operation, management, and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. The annual assessment to be levied against each Unit in the Project shall then be determined on the basis of the budget. Copies of the budget shall be delivered to each Owner, although the failure to deliver a copy to each Owner will not affect or in any way diminish the liability of an Owner for any existing or future assessment.

b. **Budget Adjustments.** If the Board of Directors determines at any time, in its sole discretion, that the initial assessments levied are insufficient (i) to pay the costs of operation and maintenance of the Common Elements, (ii) to provide for the replacement of existing Common Elements, (iii) to provide for additions to the General Common Elements not exceeding \$10,000 annually, or (iv) to respond to an emergency or unforeseen development; the Board is authorized to increase the initial assessment or to levy any additional assessments it deems necessary for such purposes. The discretionary authority of the Board of Directors to levy additional assessments will rest solely with the Board of Directors for the benefit of the

Association and its members and may not be attached by or subject to specific performance by any creditors of the Association.

c. Special Assessments. The Board of Directors may make special assessments in excess of those permitted by subsections (a) and (b) from time to time following the approval of the Owners as provided in this subsection to meet other needs or requirements of the Association, including but not limited to (i) assessments for additions to the General Common Elements costing more than \$10,000 in any year, (ii) assessments to purchase a Unit on foreclosure of the lien described in section 5.5, or (3) assessments for any other appropriate purpose not specifically described. Special assessments referred to in this subsection (but not those assessments referred to in subsections (a) and (b), which will be levied in the sole discretion of the Board of Directors) will not be levied without the prior approval of 51 percent or more of units held by all Owners. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and its members and may not be attached by or subject to specific performance by any creditors of the Association.

d. Replacement Reserve. On the initial purchase of each unit and the each repurchase of a unit, a purchaser shall pay an amount equal to two years of the annual assessment for the unit purchase into a Replacement Reserve for the General Common Elements. The Board of Directors may approve a revision of the amount required to be paid into the Replacement Reserve. The Owner, on the sale of a unit, is not entitled to any reimbursements for any amounts paid into the Replacement Reserve. The purchaser who purchases more than two lots for development and resale, will not be liable for the Replacement Reserve.

5.3 Apportionment of Assessments. All assessments levied against the Unit Owners to cover expenses of administration shall be apportioned among and paid by the Owners in accordance with the Percentage of Value allocated to each Unit in the Master Deed and any other assessment provisions in the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. There will be no assessment for the units identified on form B as “maybe built” until such units are designated as “must be built”. Unless the Board elects some other periodic payment schedule, annual assessments will be payable by Owners in one equal annual installment as determined by the Board of Director, commencing with the acceptance of a deed to or a land contract vendee’s interest in a Unit or with the acquisition of title to a Unit by any other means. The payment of an assessment will be in default if the assessment, or any part, is not received by the Association in full on or before the due date for the payment established by rule or regulation of the Association. However, the Board of Directors, including the first Board of Directors appointed by Developer, may relieve a Unit Owner who has not constructed a residence within a Unit from payment, for a limited period of time, of all or some portion of the assessment for the Unit’s respective allocable share of the Association budget. The purpose of this provision is to provide fair and reasonable relief from Association assessments for

nonresident Owners until those Owners begin to use the Common Elements on a regular basis.

Notwithstanding the provisions set forth above in the event one individual or an entity ("Purchaser"), purchases more than one lot for development and resale then such Purchaser will not be liable to pay any assessments until half of the units purchased have been sold by the Purchaser. After half of the units purchased have been sold, then the Purchaser shall be liable for fifty (50) percent of the annual assessments for each of the remaining units. The Purchaser will be responsible for one hundred (100) percent of the annual assessments for units held four (4) years after the units were purchased.

5.4 Expenses of Administration. The expenses of administration shall consist, among other things, of the amounts the Board deems proper to operate and maintain the Condominium property under the powers and duties delegated to it and may include, without limitation, amounts to be set aside for working capital of the Condominium, for a general operating reserve, for a reserve for replacement, and for meeting any deficit in the common expense for any prior year. Any reserves established by the Board before the initial meeting of members shall be subject to approval by the members at the initial meeting. The Board shall advise each Owner in writing of the amount of common charges payable by the Owner and shall furnish copies of each budget containing common charges to all Owners.

5.5 Collection of Assessments. Each Owner shall be obligated for the payment of all assessments levied on the Owner's Unit while that person is the Owner of the Unit, and no Owner may become exempt from liability for the Owner's contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of a Unit.

a. **Legal Remedies.** In the event of default by any Owner in paying the assessed common charges, the Board may declare all unpaid installments of the annual assessment for the pertinent fiscal year to be immediately due and payable. In addition, the Board may impose reasonable fines or charge interest at the legal rate on assessments from and after the due date. Unpaid assessments, together with interest on the unpaid assessments, collection and late charges, advances made by the Association for taxes or other liens to protect its lien, attorney fees, and fines in accordance with the Condominium Documents, shall constitute a lien on the Unit prior to all other liens except tax liens in favor of any state or federal taxing authority and sums unpaid on a mortgage of record recorded before the recording of any notice of lien by the Association; and the Association may enforce the collection of all sums due by suit at law for a money judgment or by foreclosure of the liens securing payment as provided by MCL 559.208. In a foreclosure proceeding, whether by advertisement or by judicial action, the Owner or anyone claiming under the Owner shall be liable for assessments charged against the Unit that become due before the redemption period expires, together with interest, advances made by the Association for taxes or other liens to protect its lien, costs, and reasonable attorney fees incurred in their collection.

b. **Sale of Unit.** On the sale or conveyance of a Unit, all unpaid assessments against the Unit shall be paid out of the sale price by the buyer in preference over any other assessment or charge except as otherwise provided by the Condominium Documents or by the Act. A buyer or grantee may request a written statement from the Association for the amount of unpaid assessments levied against the Unit being sold or conveyed, and the buyer or grantee shall not be liable for, nor shall the Unit sold or conveyed be subject to, a lien for any unpaid assessments in excess of the amount stated in a written response from the Association. However, unless the buyer or grantee requests a written statement from the Association at least five days before the sale as provided in the Act, the buyer or grantee shall be liable for any unpaid assessments against the Unit together with interest, late charges, fines, costs, and attorney fees.

c. **Self-Help.** The Association may enter the Common Elements, Limited or General, to remove and abate any condition constituting a violation or may discontinue the furnishing of services to a Owner in default under any of the provisions of the Condominium Documents on seven days' written notice to the Owner of the Association's intent to do so. An Owner in default shall not be entitled to use any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as the default continues, but this provision shall not operate to deprive any Owner of ingress and egress to and from the Owner's Unit.

d. **Application of Payments.** Money received by the Association in payment of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorney fees; second, to any interest charges and fines for late payment on the assessments; and third, to installments of assessments in default in order of their due dates.

5.6 Financial Responsibility of Developer. The responsibility of Developer for assessments is as follows:

a. **Preturnover Expenses.** Before the Transitional Control Date, it will be Developer's responsibility to keep the books balanced and to avoid any continuing deficit in operating expenses, but the Developer shall not be responsible for the payment of general or special assessments. At the time of the initial meeting, Developer will be liable for the funding of any continuing deficit of the Association that was incurred before the Transitional Control Date.

b. **Postturnover Expenses.** After the Transitional Control Date and continuing for any remaining Development and Sales Period, Developer shall not be responsible for the payment of either general or special assessments levied by the Association on Units owned by Developer until construction of a building on a Unit is commenced.

c. **Exempted Transactions.** Under no circumstances will Developer be responsible for the payment of any portion of any assessment that is levied for deferred maintenance, reserves for replacement, capital improvements, or additions or to finance litigation or other claims against Developer.

Section 6. TAXES, INSURANCE, AND REPAIR

6.1 Real Property Taxes. Real property taxes and assessments shall be levied against the individual Units and not against the Property of the Project or any phase of the Project, except for the calendar year in which the Project or phase is established. Taxes and assessments that become a lien against the Property in the year in which the Project was established shall be expenses of administration and shall be assessed against the Units located on the land with respect to which the tax or assessment was levied in proportion to the Percentage of Value assigned to each Unit. Real property taxes and assessments levied in any year in which a vacation of the Project occurs shall be assessed only against the individual Units. For tax and special assessment purposes, no Unit shall be combined with any other Unit or Units, and no assessment of any fraction of a Unit or combination of any Unit with other whole or partial Units shall be made, nor shall any division or split of the assessment or taxes of a single Unit be made, whether the Unit is owned by an individual or multiple Owners. Taxes for real property improvements made to or within a specific Unit shall be assessed against that Unit only, and each Unit shall be treated as a separate, single parcel of real property for purposes of property taxes and special assessments.

6.2 Insurance Coverage. The Association shall be appointed as attorney-in-fact for each Owner to act on insurance matters and shall be required to obtain and maintain, to the extent applicable, casualty insurance with extended coverage, vandalism, and malicious mischief endorsements; liability insurance (including director's and officer's liability coverage if deemed advisable); and worker's compensation insurance pertinent to the ownership, use, and maintenance of the Common Elements of the Project. All insurance shall be purchased by the Board of Directors for the benefit of the Association, the Owners, the mortgagees, and Developer, as their interests may appear. The insurance, other than title insurance, shall be carried and administered according to the following provisions:

a. **Owner Responsibilities.** Each Owner will be responsible for obtaining casualty insurance coverage at the Owner's expense with respect to the residence with respect to the residence and all other improvements constructed or located within the perimeters of the Owner's Unit and for the Limited Common Elements appurtenant to the Owner's Unit. It shall also be each Owner's responsibility to obtain insurance coverage for the Owner's personal property within the Owner's Unit or elsewhere on the Condominium, for personal liability for occurrences within the Owner's Unit or on the Limited Common Elements appurtenant to the Owner's Unit, and for alternative living expenses in the event of fire or other casualty causing temporary loss of the Owner's residence. All insurance carried by the Association or any Owner shall contain provisions permitting the waiver of the

right of subrogation for any claims against any Owner or the Association for insured losses.

b. **Common Element Insurance.** The General Common Elements of the Project shall be insured by the Association against casualties covered by a standard extended coverage endorsement, to the extent deemed applicable and appropriate, in an amount to be determined annually by the Board of Directors. The Association shall not be responsible for maintaining insurance with respect to the Limited Common Elements, the Units themselves, or any improvements located within the Units.

c. **Fidelity Insurance.** The Association may obtain, if desired, fidelity coverage to protect against dishonest acts by its officers, directors, employees, and all others who are responsible for handling funds of the Association.

d. **Power of Attorney.** The Board of Directors is irrevocably appointed as the agent for each Owner, each mortgagee, other named insureds and their beneficiaries, and any other holder of a lien or another interest in the Condominium or the Property to adjust and settle all claims arising under insurance policies purchased by the Board and to execute and deliver releases on the payment of claims.

e. **Indemnification.** Each individual Owner shall indemnify and hold harmless every other Owner, Developer, and the Association for all damages, costs, and judgments, including actual attorney fees, that any indemnified party may suffer as a result of defending claims arising out of an occurrence on or within an individual Owner's Unit or appurtenant Limited Common Elements. This provision shall not be construed to give an insurer any subrogation right or other right or claim against an individual Owner, Developer, or the Association, which rights are waived.

f. **Premium Expenses.** Unless otherwise provided, all premiums for insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration of the Association.

6.3 Reconstruction and Repair. If any part of the Condominium Property is damaged or destroyed by fire or other casualty, the decision whether or not it will be reconstructed or repaired will be made in the following manner:

a. **General Common Elements.** If the damaged property is a General Common Element, the damaged property shall be repaired or rebuilt unless 80 percent or more of the Owners and the institutional holders of mortgages on any Unit in the Project agree to the contrary. However, if the damaged property is common roadway and is the sole means of ingress and egress to one or more Units in the Project, it will be repaired or rebuilt unless the 80 percent or more of the Owners agreeing not to repair or rebuild includes the Owners of all such Units.

b. **Limited Common Elements and Improvements.** If the damaged property is a Limited Common Element or an improvement located within the boundaries of a Unit, the Owner of the affected Unit alone shall determine whether to rebuild or repair the damaged property, subject to the rights of any mortgagee or other person having an interest in the property, and the Owner shall be responsible for the cost of any reconstruction or repair that the Owner elects to make. The Owner shall in any event remove all debris and restore the Unit and its improvements to a clean and sightly condition satisfactory to the Association within a reasonable period of time following the occurrence of the damage.

c. **Reconstruction Standards.** Any reconstruction or repair shall be substantially in accordance with the Master Deed and the original plans and specifications for the improvements located within the Unit, unless prior written approval for changes is obtained from the Architectural Review Committee.

d. **Procedure and Timing.** Immediately after the occurrence of a casualty causing damage that is to be reconstructed or repaired by the Association, 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 sufficient to cover the estimated cost of reconstruction or repair required to be performed by the Association or if at any time during the reconstruction or repair the funds for the payment of the costs by the Association are insufficient, assessment shall be levied against all Owners in sufficient amounts to provide funds to pay the estimated or actual costs of reconstruction or repair. This provision shall not be construed to require the replacement of mature trees and vegetation with equivalent trees or vegetation.

6.4 Eminent Domain. The following provisions will control on any taking by eminent domain:

a. **Condominium Units.** In the event of the taking of all or any portion of a Condominium Unit or any improvements located within the perimeters of a Unit, the award for the taking shall be paid to the Owner of the Unit and any mortgagee, according to their interests. If an Owner's entire Unit is taken by eminent domain, the Owner and any mortgagee shall, after acceptance of the condemnation award, be divested of all interest in the Project.

b. **General Common Elements.** In the event of the taking of all or any portion of the General Common Elements, the condemnation proceeds relative to the taking shall be paid to the Association for use by or distribution to its members. The affirmative vote of 80 percent or more of the Owners in number and in value shall determine whether to rebuild, repair, or replace the portion taken or to take another action.

c. **Amendment to the Master Deed.** If the Project continues after the taking by eminent domain, the remaining portion of the Project shall be resurveyed and the

Master Deed amended accordingly; and if any Unit has been taken, section 5 of the Master Deed shall also be amended to reflect the taking and to proportionately readjust the Percentages of Value of the remaining Owners based on the continuing total value of the Condominium of 100 percent. The amendment may be completed by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval by any Owner.

d. Notice to Mortgagees. If any Unit in the Condominium, the Common Elements, or any portion of them is made the subject matter of an eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association shall promptly notify each holder of a publicly recorded mortgage lien on any of the Units in the Condominium.

e. Inconsistent Provisions. To the extent not inconsistent with the provisions of this section, MCL 559.233 shall control on any taking by eminent domain.

Section 7. CONSTRUCTION REQUIREMENTS

7.1 Design Standards. Design standards for Units in the Project are set forth in this section. Design standards promote quality, value, and stability for Unit Owners. The standards in this section are intended to promote consistency of architecture and landscape design and to enhance and preserve real estate values.

7.2 Developer Approvals. During the Development and Sales Period, no residences, buildings, fences, walls, drives, walks, or other improvements shall be commenced, erected, or maintained; no addition to or external change in the appearance of any structure shall be made (including color and design); and no hedges, trees, plantings, or landscaping modifications shall be made until plans or specifications acceptable to Developer, showing the nature, kind, shape, height, materials, color scheme, location, and approximate cost of the structure or improvement and the grading and landscaping plan of the area to be affected, have been submitted to and approved in writing by Developer. Developer shall have the right to refuse to approve any plans or specifications, including the grading and landscaping plane, that are not suitable or desirable in its opinion for aesthetic or other reasons. In passing on such specifications or grading or landscaping plans, Developer shall have the right to take into consideration the suitability of the proposed structure, improvement, or modification; the site on which it is proposed to be erected; and the degree of harmony with the Condominium as a whole.

7.3 Review Committee. Developer has or will establish an architectural review committee (the Review Committee). The mission of the Review Committee is to ensure that all plans submitted for review, and all subsequent exterior changes or modifications, meet the criteria established in the design standards. The design standards for the Project are intended to provide a compatible neighborhood image.

7.4 Architectural Review. Following the Development and Sales Period, no residence, structure, or other improvements shall be constructed within a Unit or elsewhere on the Property and no exterior modification shall be made to any existing residence, structure, or improvement unless plans and specifications containing whatever detail the Review Committee reasonably requires has first been approved in writing by the Review Committee. The Review Committee shall have the right to refuse to approve any plans and specifications, color or material applications, grading or landscaping plans, or building location plans that are not suitable or desirable in its opinion for aesthetic or other reasons. In passing on the plans and specifications, the Review Committee shall have the right to take into consideration the suitability of the proposed structure, improvement, or modification, the site on which it is proposed to be constructed, the proposed location of any improvement within the Unit, the location of structures within adjoining Units and the degree of harmony with the Condominium as a whole.

7.5 Approval of Contractor. All residences and other structures shall be constructed only by residential home builders licensed by the State of Michigan and approved in writing by Developer or, following the Development and Sales Period, by the Review Committee. If building construction is intended to commence within three months after the date of plan approval, the name of the proposed residential builder must be submitted when the plans and specifications are submitted. If construction is to be delayed beyond three months, the name of the proposed residential builder must be submitted for approval at least 30 days before the commencement of construction. In its approval process, the Review Committee may take into consideration the qualifications of the proposed builder along with its reputation in the community before deciding whether or not that builder will be approved for participation in the Project. Lawn and landscaping must be installed within 120 days after the issuance of a certificate of occupancy, weather permitting. Construction of all other improvements, where required, to be done by licensed contractors.

7.6 Specific Requirements. All approvals required by this section shall comply with the following requirements:

a. **Construction Materials.** Each residence shall be finished with wood, masonry (brick), or vinyl exterior, including windows of exterior white, beige or gray color with either aluminum or vinyl. Exposed chimneys shall be constructed of brick, stone, or vinyl; and except for basement masonry, the exposed concrete masonry on all other visible improvements shall also be finished with brick, stone, or vinyl. Roofs must be of shingle construction using fiberglass, or asphalt shingles. Driveways may only be cement. Fencing shall be constructed of wood, chain-link, or vinyl. All exterior paints, stains, and material colors must be shown as part of the plan submitted for approval, and samples shall be furnished to the Review Committee on request.

b. **Improvements and Outbuildings.** Each residence must be equipped with an attached garage of not less than two stalls and not more than three stalls, and outside parking for a minimum of two vehicles shall be provided on or along the driveway. One additional detached structure, not greater than 200 square feet, exterior sidewall's height not to exceed 9 foot, and constructed to be aesthetic with the house, of a design, size, and color as approved by the Review Committee will be permitted for storage or accessory shed. Visible or invisible fencing of any shape, size or material shall only be constructed in the backyard, or set back from the sidewalk 10 feet on corner lots. Decorative fencing is accepted in the front yard if approved by the Review Committee. All building setbacks including the sheds are subject to the same setback requirements for residential construction imposed by the ordinances of Delhi Township, Michigan.

c. **Letter and Delivery Boxes.** The Review Committee will determine the location, design, and permitted lettering of all mail and paper delivery boxes. Each Owner will either install a mailbox and delivery box and pay the cost of installation and maintenance .

7.7 Codes and Ordinances. In addition to the construction requirements in this Section, all buildings and other structures must comply with applicable building, mechanical, electrical, and plumbing codes of the applicable jurisdictions in effect when the building or structure is erected.

7.8 Time for Construction. At the time of submitting the name of a proposed residential builder for approval, a date for commencement of construction (which shall not be more than three years after the date of approval) must be agreed on and approved by the Review Committee. The lot is to be mowed and maintained from the date of purchase. Once construction has started, work on the building must be diligently pursued and completed within a maximum of 12 months from the date of commencement. The Committee may extend the time for commencement or completion when, in its opinion, conditions warrant an extension.

7.9 Reserved Developer Rights. The purpose of section 7 is to ensure the continued maintenance of the Condominium as an attractive and harmonious residential development, and its provisions shall be binding on both the Association and all Owners in the Project. Developer (or any residential builder to whom Developer has assigned such rights) shall have the right to maintain a model unit, sales office, advertising display signs, storage areas, and reasonable parking incident to its sales efforts and to access to, from, and over the Property as may be reasonable to enable development and sale of the entire Project.

7.10 Building Lines. For the purpose of this section, the word *building* will mean the main residence; the garage and related outbuildings; and their projections such as eaves; bay, bow, or oriel windows; exterior chimneys; covered porches; porticos; loggias; and similar projections. *Building* will not include open pergolas, uncovered

porches, open terraces, stoops, steps, or balustrades the sides of which do not extend more than three feet above the level of the ground floor of the main building.

7.11 Review Committee Appointment. Following the Development and Sale Periods, if rights of appointment have not previously been assigned to the Association, Developer's representatives shall resign from the Review Committee, and the Board of Directors of the Association shall appoint three new members to the Review Committee. In each succeeding year or at whatever other intervals the Board of Directors decides, the Board of Directors shall appoint or reappoint the three members to serve on the Review Committee.

7.12 Permitted Variance. The Review Committee may, on a showing of practical difficulty or other good cause, grant variances from the requirements of this section, but only to an extent and in a manner that does not violate the spirit and intent of the requirements.

7.13 Setback Lines. No building will be erected on any Unit nearer to the street line or to either side Unit boundary or closer to the rear Unit boundary than permitted by the setback requirements of the zoning applicable to the Unit that is in effect at the time of the contemplated construction of any building unless a variance or other permission for the setback is obtained from the applicable authority. If compliance with these setback requirements is impracticable or would create a hardship for a corner Unit or an odd-shaped building site, the Review Board may specify front yard, side yard, and rear yard widths and depths that are less than those required by this section. When 1½ or more Units are acquired as a single building site, the side Unit boundaries will refer only to the Unit boundary lines bordering the property of adjoining owners.

7.14 Building Height. The height of any building shall not be more than 2½ stories. If any portion of a level or floor within a building is below grade, all of that level or floor shall be considered a basement level.

7.15 Improvements Adjoining Roadway. No trees, plantings, fencing, or other improvements will be placed where they obstruct vehicular visibility at or near street intersections.

7.16 Soil from Excavation. All soil to be removed from any of the Units in the course of grading or excavating will, at Developer's option, become the property of Developer and be placed by the Owner or the Owner's contractor at the Owner's expense in a location within or adjoining the Project designated by Developer.

Section 8. USE AND OCCUPANCY RESTRICTIONS

8.1 Residential Use. Condominium Units shall be used exclusively for residential occupancy, and no Unit or appurtenant Common Element shall be used for any purpose other than that of a single-family residence and purposes incidental to residential use. Home occupations conducted entirely within the residence and participated in solely

by members of the immediate family residing in the residence that do not generate unreasonable traffic by members of the general public and do not change the residential character of the Unit or neighborhood are permitted as incidental to primary residential use. No building intended for other business uses and no apartment house, rooming house, foster care residence, or other commercial or multiple-family dwelling of any kind shall be erected, placed, or permitted on any Unit. A Unit can be used as a day care facility if it is licensed by the State and approved by the Board. No commercial vehicle larger than 1 ton shall be parked overnight or stored in a Common Element.

8.2 Home Occupations. To be permitted as a *home occupation*, there must be (a) no sign or display that indicates from the exterior that the residence is being used for any purpose other than that of a single-family dwelling; (b) no goods or commodities kept for viewing or sale within the Unit or the Project; and (c) no mechanical or electrical equipment used other than personal computers and other office equipment. In no event shall any tearoom, animal hospital, animal boarding, or any other form of animal care or treatment and no mechanic shop or auto repair, will be considered as a home occupation.

8.3 Common Areas. The Common Elements shall be used only by the Owners of Units in the Condominium and their agents, tenants, family members, invitees, and licensees for access, ingress to, and egress from the respective Units and for other purposes incidental to use of the Units. However, the roads may be used by Heather Haven which is a subdivision to the West of Berry Farms Condominium. Any parking areas or other Common Elements designed for a specific purpose shall be used only for those purposes or other uses approved by the Board. The use, maintenance, and operation of the Common Elements shall not be obstructed, damaged, or unreasonably interfered with by any Owner and shall be subject to any lease or easement presently in existence or entered into by the Board at some future date that affects all or any part of the Common Elements. No commercial vehicle shall be parked overnight in a Common Area.

8.4 Use and Occupancy Restrictions. In addition to the general requirements of sections 8.1–8.3, the use of the Project and its Common Elements by any Owner shall be subject to the following specific restrictions:

- a. **Exterior Changes.** No Owner shall make any additions, alterations, or modifications to any of the Common Elements or any changes to the exterior appearance of the building or other improvements within the perimeters of the Owner's Unit without prior approval of Developer or the Review Committee. A change in the color of a residence or a significant landscaping change are included within the meaning of a change in exterior appearance. The addition of a satellite dish to the exterior of a unit or to the limited common elements, requires the approval of the Review Committee and in no event will satellite dishes be allowed in front yards.

b. **Unit Rental.** No portion of a Unit may be rented and no transient tenants be accommodated in any building, but this restriction shall not prevent the rental or sublease of an entire Unit together with its appurtenant Limited Common Elements for residential purposes in the manner permitted by these Bylaws.

c. **Nuisances.** No nuisances shall be permitted on the Property, nor shall any use or practice be permitted that is a source of annoyance to or that unreasonably interferes with the peaceful possession or proper use of the Project by its residents. No Unit shall be used in whole or in part for the storage of rubbish or trash or for the storage of any property or thing that may cause the Unit to appear in an unclean or untidy condition. No substance or material shall be kept on a Unit that will emit foul or obnoxious odors or that will cause excessive noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding Units.

d. **Prohibited Uses.** Nothing shall be done or kept in any Unit or on the Common Elements that will increase the rate of insurance for the Project without the prior written consent of the Association. No Owner shall permit anything to be done or kept in the Owner's Unit or elsewhere on the Common Elements that will result in the cancellation of insurance on any Unit or any part of the Common Elements or that will violate any law.

e. **Signs.** No signs or other advertising devices (other than one professionally made unlit sign or a sign of substantially the same quality and appearance advertising a unit for sale that is not larger than four square feet in size) shall be displayed from any residence or on any Unit that are visible from the exterior of the Unit or from the Common Elements without written permission from the Association or its managing agent.

f. **Personal Property.** An Owner is not **prohibited from** placing and maintaining outdoor furniture and accoutrements and decorative foliage of a customary nature and appearance on a patio, deck, or balcony of a Unit.

g. **Firearms and Weapons.** No Owner shall use or permit the use by any occupant, agent, tenant, invitee, guest, or member of the Owner's family of any firearms; air rifles; pellet guns; BB guns; bows and arrows; illegal fireworks; or other dangerous weapons, projectiles, or devices anywhere on or about the Property.

h. **Pets and Animals.** No animals may be kept on any unit except for two domestic dogs and two domestic cats, without the prior written consent of the Association, which, if given, may be revoked at any time by the Association. No savage, or dangerous animal shall be kept on the Property, and no animal may be kept or bred for commercial purposes. Common household pets permitted under the provisions of this subsection shall be kept only in compliance with the rules and regulations promulgated by the Board of Directors from time to time and must at all times be kept under care and restraint so they are not obnoxious on account of noise, odor, or unsanitary conditions. No animal shall be permitted to run loose on the Common

Elements or on any Unit except the Unit owned by the owner of the animal, and the owner of each pet shall be responsible for cleaning up after it. Pet Owners will have full responsibility for damage to person or property caused by their pets and Pet Owners shall indemnify and hold harmless the association for any loss, damage or liability which the association may sustain as a result of such pets, whether or not the association has given its permission.

i. **Recreational Vehicles.** No recreational vehicles, boats, or trailers shall be parked or stored in any garage if the storage would prevent full closure of the garage door or elsewhere on the Property without the written approval of the Association. No snowmobile, all-terrain vehicle, or other motorized recreational vehicle shall be operated on the Property. No maintenance or repair shall be performed on any boat or recreational vehicle except within a garage or residence where totally isolated from public view.

j. **Lawn Care and Landscaping.** Each Owner shall mow all grass and maintain the yard on a regular basis. The blowing or raking of lawn debris and shoveling or blowing snow into the Road or General Common Area is prohibited.

k. **Recreational Facilities.** No dog runs will be permitted on any Unit. All exterior hot tubs and spas must be approved by the Review Committee before installation.

l. **Trash Containers and Pick Up.** All trash shall be placed in containers approved by the Review Committee and kept inside the garage or other fully enclosed area except for short periods of time reasonably necessary to permit collection.

m. **Exterior Lighting.** No vapor lights, dusk-to-dawn lights, or other lights that are regularly left on during the night may be installed or maintained on any Unit without the prior consent of the Review Committee.

n. **Solar Panels and Satellite Dishes.** No solar panel may be installed on any Unit until the type, design, and location of the solar panel has been approved in writing by the Review Committee. An Owner may install a satellite dish on the Owner's Unit, subject to reasonable prior approval by the Review Committee for size, location, color, and screening. To the extent required by applicable federal law, the Review Committee's regulations shall not unreasonably impair an Owner's installation, maintenance, or use of a satellite dish.

o. **Use of Common Elements.** The General Common Elements shall not be used for the storage of supplies or personal property (except for the short periods of time that are reasonably necessary to permit the placement of trash for collection the next day). No Owner shall in any way restrict access to any utility line or other area that must be accessible to service the Common Elements or that affects an Association responsibility in any way. In general, no activity shall be carried on or condition maintained by any Owner either in the Owner's Unit or on the Common Elements that despoils the appearance of the Condominium.

p. **Application of Restrictions.** Unless arbitration is elected pursuant to these Bylaws, a dispute or question whether a violation of any specific regulation or restriction in this section has occurred shall be submitted to the Board of Directors of the Association, which shall conduct a hearing and render a decision in writing, which shall be binding on all owners and other parties with an interest in the Project.

8.5 Zoning Compliance. In addition to the restrictions in section 8, the use of any Unit or structure on the Property must satisfy the requirements of the zoning ordinances of the municipality where the Project is located in effect at the time of the contemplated use unless a variance for the use is obtained from a unit of government with jurisdiction over the use of the Unit and Property.

8.6 Rules of Conduct. Additional restrictions, rules and regulations consistent with the Act, the Master Deed, and these Bylaws concerning the use of Units and Common Elements may be promulgated and amended by the Board. Copies of the restrictions, rules and regulations must be furnished by the Board to each Owner at least 10 days before their effective date and may be revoked at any time by the affirmative vote of the Board or 60 percent or more of all Owners. The Board may in its sole discretion, waive any of the restrictions, rules or regulations and such waiver must be in writing and limited to the terms contained in such writing.

8.7 Enforcement by Developer. The Project shall at all times be maintained in a manner consistent with the highest standards of a private residential community used and occupied for the benefit of the Owners and all other persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligations to maintain, repair, replace, and landscape in a manner consistent with the maintenance of such standards, Developer, or any person to whom it assigns this right, may, at its option, elect to maintain, repair, or replace any Common Elements or to do any landscaping required by these Bylaws and to charge the cost to the Association as an expense of administration. Developer shall have the right to enforce these Bylaws throughout the Development and Sales Period, and this right of enforcement shall include (without limitation) an action to restrain the Association or any Owner from any prohibited activity.

8.8 Owner Enforcement. An aggrieved Owner will also be entitled to compel enforcement of the Condominium Documents by an action for injunctive relief or damages against the Association, its officers, or another Owner in the Project.

8.9 Remedies on Breach. In addition to the remedies granted by section 5.5 for the collection of assessments, the Association shall have the right, in the event of a violation of the restrictions on use and occupancy imposed by this section 8, to enter the Limited Common Area and to remove or correct the cause of the violation. The entry will not constitute a trespass, and the Owner of the Unit will reimburse the Association for all costs of the removal or correction. Failure to enforce any of the

restrictions in this section will not constitute a waiver of the right of the Association to enforce restrictions in the future.

8.10 Reserved Rights of Developer. The restrictions in this section shall not apply to the commercial activities of Developer during the Development and Sale Period. Developer shall also have the right to maintain a sales office, advertising display sign, storage areas, and reasonable parking incident to its sales efforts and to reasonable access to, from, and over the Property to enable development and sale of the entire Project.

8.11 Assignment and Succession. Developer may be assigned any of the rights granted to or reserved by it in the Condominium Documents or by law to any other entity or to the Association. Any assignment or transfer shall be made by an appropriate document in writing, signed by Developer and recorded in the register of deeds office for the county where the Project is located. On qualification, the assignee will have the same rights and powers as those granted to or reserved by Developer in the Condominium Documents.

Section 9. MORTGAGES

9.1 Notice to the Association. Any Owner who mortgages a Unit shall notify the Association of the name and address of the mortgagee (in this section, the Mortgagee), and the Association will maintain this information. The information relating to Mortgagees will be made available to Developer or its successors as needed to obtain consent from or give notice to Mortgagees concerning actions requiring consent from or notice to Mortgagees under the Condominium Documents or the Act.

9.2 Insurance. The Association shall notify each of the Mortgagees of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief, with the amounts of the coverage.

9.3 Rights of Mortgagees. Except as otherwise required by applicable law or regulations, a Mortgagee of a Unit will be granted the following rights:

a. **Inspection and Notice.** On written request to the Association, a Mortgagee will be entitled (i) to inspect the books and records relating to the Project on reasonable notice, (ii) to receive a copy of the annual financial statement that is distributed to Owners; (iii) to notice of any default under the Condominium Documents by its mortgagor in the performance of the mortgagor's obligations that is not cured within 30 days; and (iv) to notice of all meetings of the Association and its right to designate a representative to attend the meetings.

b. **Exemption from Restrictions.** A Mortgagee that comes into possession of a Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure shall be exempt from any option or right of first refusal on the sale or rental of the mortgaged Unit in the Condominium Documents.

9.4 Additional Notification. When notice is to be given to a Mortgagee, the Board of Directors shall also give such notice to the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans Administration, the Federal Housing Administration, the Farmer's Home Administration, the Government National Mortgage Association, and any other public or private secondary mortgage market entity participating in purchasing or guarantying mortgages of Units in the Condominium if the Board of Directors has notice of their participation.

Section 10. LEASES

10.1 Notice of Lease. An Owner, including Developer, who intends to lease a Unit shall disclose that fact in writing to the Association at least 10 days before presenting a lease form to the prospective tenant and, at the same time, shall supply the Association with a copy of the lease form. No Unit shall be leased for a period of less than 90 days without the prior written consent of the Association.

10.2 Terms of Lease. All occupants of a Unit shall comply with all the conditions of the Condominium Documents of the Project, and all lease and rental agreements must require compliance.

10.3 Remedies of the Association. If the Association determines that any non-Owner occupant has failed to comply with any conditions of the Condominium Documents, the Association may take the following action:

a. **Notice.** The Association shall notify the Owner by certified mail advising of the alleged violation by the non-Owner occupant.

b. **Investigation.** The Owner will have 15 days after receipt of the notice to investigate and correct the alleged breach by the non-Owner occupant or to advise the Association that a violation has not occurred.

c. **Legal Action.** If, after 15 days the Association believes that the alleged breach has not been cured or may be repeated, it may institute an action for eviction against the non-Owner occupant and a simultaneous action for money damages (in the same or in a separate action) against the Owner and the non-Owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this section may be by summary proceeding. The Association may hold both the non-Owner occupant and the Owner liable for any damages to the Common Elements caused by the Owner or the non-Owner occupant in connection with the Unit or the Project.

10.4 Liability for Assessments. If an Owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a non-Owner occupant occupying the Owner's Unit under a lease or rental agreement and the non-Owner occupant, after receiving such notice, shall deduct from rental payments due the

Owner the full arrearage and future assessments as they fall due and pay them to the Association. Such deductions shall not be a breach of the lease agreement by the non-Owner occupant.

Section 11. TRANSFER OF UNITS

11.1 Unrestricted Transfers. An individual Owner may, without restriction under these Bylaws, sell, give, devise, or otherwise transfer the Owner's Unit or any interest in the Unit.

11.2 Notice to Association. Whenever a Owner sells, gives, devises, or otherwise transfers the Owner's Unit or any interest in the Unit, the Owner shall give written notice to the Association within five days after consummating the transfer. The notice shall be accompanied by documents evidencing the title or interest transferred.

Section 12. ARBITRATION

12.1 Submission to Arbitration. Any dispute, claim, or grievance arising out of or relating to the interpretation or application of the Master Deed, Bylaws, or other Condominium Documents and any disputes, claims, or grievances arising among or between Owners or between Owners and the Association may, on the election and written consent of the parties to the dispute, claim, or grievance and written notice to the Association, be submitted to arbitration; and the parties shall accept the arbitrator's decision and award as final and binding. The Arbitration Rules for the Real Estate Industry of the American Arbitration Association, as amended and in effect from time to time, shall apply to all such arbitrations.

12.2 Disputes Involving Developer. A contract to settle by arbitration may also be executed by Developer and any claimant for any claim against Developer that might be the subject of a civil action, provided as follows:

a. **Buyer's Option.** At the exclusive option of a Buyer or an Owner in the Project, Developer shall execute a contract to settle by arbitration any claim that might be the subject of a civil action against Developer that involves an amount less than \$2,500 and arises out of or relates to a purchase agreement, a Unit, or the Project.

b. **The Association's Option.** At the exclusive option of the Association of Owners, Developer shall execute a contract to settle by arbitration any claim that might be the subject of a civil action against Developer that arises out of or relates to the Common Elements of the Project if the amount of the claim is \$10,000 or less.

12.3 Preservation of Rights. Election by any Owner or by the Association to submit any dispute, claim, or grievance to arbitration shall preclude that party from litigating the dispute, claim, or grievance in the courts. Except as provided in this section,

however, all interested parties shall be entitled to petition the courts to resolve any dispute, claim, or grievance in the absence of an election to arbitrate.

Section 13. REMEDIES

13.1 Suit for damages. Civil proceedings may be instituted by the association for recovery damages against those violating or attempting to violate these bylaws or the rules and regulations adopted by the Board.

13.2 Injunctive Relief. Civil proceedings may be instituted by the association against those violating or attempting to violate. The terms of these bylaws for purpose or preventing or enjoining all or any such violations or attempting violations.

13.3 Assessments of Fines. Violation by any Owner of any provisions of these bylaws shall be grounds for assessments by the association acting through its duly constituted Board, of monetary fines against the applicable owner.

- i. Procedures. Upon any such violation being alleged by the Board the following procedures will be followed:
 - a. Notice. Notice of the violation with the description of the factual nature of the alleged offense will be sent by overnight carrier or first-class mail, postage pre-paid or personally delivered to the representatives of such owners last known address.
 - b. Opportunity to defend. The defending owner shall have an opportunity to appear before the Board and offer evidence in defense of the violation. The appearance before the Board shall be at its next schedule meeting. The defending owner may, at his option, elect to forgo the appearance as provided herein and deliver a written response to the Board.
 - c. Default. Failure to respond to the notice of violation constitutes a default.
 - d. Hearing and decision. Upon appearance by the owner before the Board and presentation of evidence of defense, or in the event of the 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.
- ii. Amount Guidelines. The following fines shall be considered general guidelines to the Board's judgment:
 - a. First violation \$100.00;
 - b. Second violation \$250.00;
 - c. Third and subsequent violations \$500.00.
- iii. Collection. Fines levied pursuant to this section shall be assessed against the owner and shall be due and payable at the time of the regular assessments. Failure to pay the fine will subject the owner to all liabilities set forth in these bylaws for the non-payment of assessments.
- iv. The Developer exempt from fines. The association shall not be entitled to assess fines against the Developer.

Section 14. OTHER PROVISIONS

14.1 Definitions. All terms used in these Bylaws will have the same meaning assigned by the Master Deed to which the Bylaws are attached or as defined in the Act.

14.2 Severability. If any of the terms, provisions, or covenants of these Bylaws or of any Condominium Document are held to be partially or wholly invalid or unenforceable for any reason, that holding shall not affect, alter, modify, or impair any of the other terms, provisions, or covenants of the documents or the remaining portions of any terms, provisions, or covenants held to be partially invalid or unenforceable.

14.3 Notices. Notices provided for in the Act, Master Deed, or Bylaws shall be in writing and shall be addressed to the Association at its registered office in the State of Michigan and to any Owner at the address in the deed of conveyance or at another address subsequently provided. The Association may designate a different address for notices to it by giving written notice of the change of address to all Owners. Any Owner may designate a different address for notices by giving written notice to the Association. Notices addressed as above shall be deemed delivered when mailed by U.S. mail with postage prepaid or when delivered in person.

14.4 Amendment. These Bylaws may be amended, altered, changed, added to, or repealed only in the manner prescribed by section 10 of the Master Deed.

14.5 Conflicting Provisions. In the event of a conflict between the Act (or other laws of the State of Michigan) and any Condominium Document, the Act (or other laws of the State of Michigan) shall govern. In the event of a conflict between the provisions of any one or more of the Condominium Documents themselves, the following order of priority shall be applied, and the provisions of the document having the highest priority shall govern:

1. the Master Deed, including the Condominium Subdivision Plan but excluding these Bylaws
2. these Condominium Bylaws
3. the Articles of Incorporation of the Association
4. the Association Bylaws
5. the Rules and Regulations of the Association
6. the Disclosure Statement

SCHEDULE B
BERRY FARMS CONDOMINIUM SUBDIVISION PLAN

LEGAL DESCRIPTION:

BERRY FARMS, A SUBDIVISION ON PART OF THE SOUTHEAST ¼ OF SECTION 22, T3N, R2W, DELHI TOWNSHIP, INGHAM COUNTY, MICHIGAN DESCRIBED AS: COMMENCING AT THE SOUTH ¼ CORNER OF SAID SECTION 22; THENCE NORTH 76°42'50" WEST 3.65 FEET TO A FOUND MONUMENT AND THE EAST LINE OF HEATHER HAVEN NO. 5 AS RECORDED IN LIBER 40 OF PLATS, PAGE 50, 51 AND 52, INGHAM COUNTY RECORDS; THENCE NORTH 00°30'16" WEST (RECORDED AS NORTH 01°11'49" WEST) 557.07 FEET ALONG SAID EAST LINE OF HEATHER HAVEN NO. 5 AND HEATHER HAVEN NO. 4 AS RECORDED IN LIBER 39 OF PLATS, PAGES 17 AND 18, INGHAM COUNTY RECORDS TO THE SOUTH LINE OF EASTLUND CIRCLE; THENCE NORTH 89°07'18" EAST 284.75 FEET TO THE POINT OF BEGINNING; THENCE NORTH 33°30'41" EAST 70.25 FEET; THENCE NORTH 00°41'29" WEST 79.21 FEET; THENCE SOUTH 88°54'11" EAST 140.85 FEET; THENCE 93.69 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1697.42 FEET AND A CENTRAL ANGLE OF 3°09'45", SUBTENDED BY A CHORD BEARING SOUTH 02°35'40" WEST 93.68 FEET; THENCE 60.68 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 993.59 FEET AND A CENTRAL ANGLE OF 3°29'59", SUBTENDED BY A CHORD BEARING SOUTH 77°07'06" EAST 60.67 FEET; THENCE 93.92 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1757.42 FEET AND A CENTRAL ANGLE OF 3°03'43", SUBTENDED BY A CHORD BEARING NORTH 02°56'39" EAST 93.91 FEET; THENCE SOUTH 88°32'49" EAST 130.89 FEET; THENCE SOUTH 00°19'04" EAST 50.85 FEET; THENCE NORTH 89°41'10" EAST 130.00 FEET; THENCE SOUTH 00°18'50" EAST 119.39 FEET; THENCE 61.75 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1008.09 FEET AND A CENTRAL ANGLE OF 3°30'35", SUBTENDED BY A CHORD BEARING SOUTH 76°41'44" EAST 61.74 FEET; THENCE NORTH 00°18'50" WEST 87.19 FEET; THENCE NORTH 89°41'10" EAST 132.53 FEET; THENCE NORTH 00°18'50" WEST 491.17 FEET; THENCE SOUTH 89°37'24" EAST 132.53 FEET; THENCE NORTH 00°18'50" WEST 60.00 FEET; THENCE NORTH 89°37'24" WEST 132.53 FEET; THENCE NORTH 00°18'50" WEST 171.52 FEET TO THE SOUTH LINE OF LOVELAND ACRES AS RECORDED IN LIBER 14 OF PLATS, PAGE 2, INGHAM COUNTY RECORDS; THENCE SOUTH 89°25'14" EAST (RECORDED AS SOUTH 88°45'00" EAST) 343.40 FEET ALONG SAID SOUTH LINE TO THE WEST LINE OF JAMESTOWN CONDOMINIUM SUBDIVISION PLAN NO. 108 AS RECORDED IN LIBER 229, PAGES 934-937, INGHAM COUNTY RECORDS; THENCE SOUTH 00°32'04" EAST 131.86 FEET ALONG SAID WEST LINE OF JAMESTOWN CONDOMINIUMS; THENCE SOUTH 89°28'02" EAST 4.84 FEET ALONG THE SOUTH LINE OF SAID CONDOMINIUM; THENCE SOUTH 01°23'13" EAST 187.13 FEET; THENCE SOUTH 89°28'00" EAST 52.25 FEET; THENCE 60.53 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 295.00 FEET AND A CENTRAL ANGLE OF 11°45'23", SUBTENDED BY A CHORD BEARING NORTH 84°48'04" EAST 60.42 FEET TO THE WEST LINE OF THE GLENS OF DELHI SUBDIVISION AS RECORDED IN LIBER 40 OF PLATS, PAGES 32 AND 33; THENCE SOUTH 00°32'00" WEST 67.10 FEET (RECORDED AS SOUTH 00°15'47" WEST 67.09 FEET) ALONG SAID WEST LINE; THENCE 60.42 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 361.00 FEET AND A CENTRAL ANGLE OF 9°35'22", SUBTENDED BY A CHORD BEARING SOUTH 85°42'38" WEST 60.35 FEET; THENCE NORTH 89°28'00" WEST 50.03 FEET; THENCE SOUTH 01°23'16" EAST 702.84 FEET; THENCE SOUTH 89°30'49" WEST 174.11 FEET; THENCE NORTH 46°16'24" WEST 83.46 FEET; THENCE NORTH 88°56'55" WEST 118.86 FEET; THENCE NORTH 85°20'06" WEST 88.84 FEET; THENCE NORTH 80°06'23" WEST 88.16 FEET; THENCE NORTH 77°52'54" WEST 92.36 FEET; THENCE NORTH 73°21'01" WEST 159.41 FEET; THENCE NORTH 73°13'07" WEST 80.76 FEET; THENCE NORTH 76°37'18" WEST 94.34 FEET; THENCE NORTH 83°27'53" WEST 95.05 FEET; THENCE NORTH 89°37'40" WEST 24.92 FEET; THENCE NORTH 00°19'09" WEST 143.98 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL CONTAINS 13.17 ACRES, CONTAINING 34 UNITS NUMBERED 1 THROUGH 34 INCLUSIVE.

INGHAM COUNTY
CONDOMINIUM
SUBDIVISION PLAN NUMBER 301

EXHIBIT B TO THE
MASTER DEED OF
BERRY FARMS
SITE CONDOMINIUM

A SUBDIVISION OF PART OF THE
SOUTHEAST ¼ OF SECTION 22, T3N, R2W,
DELHI TOWNSHIP, INGHAM COUNTY, MICHIGAN

DEVELOPER:

RA BERRY HOLDINGS, L.L.C.
2222 N. MICHIGAN ROAD
EATON RAPIDS, MI 48827

SURVEYOR:

WOLVERINE ENGINEERS & SURVEYORS, INC
312 NORTH STREET
MASON, MICHIGAN 48854
(517) 676-9200

SHEET INDEX:

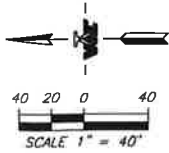
- SHEET 1. COVER SHEET
- SHEET 2. SURVEY PLAN
- SHEET 3. SURVEY PLAN
- SHEET 4. SITE PLAN/UTILITY PLAN
- SHEET 5. SITE PLAN/UTILITY PLAN
- SHEET 6. PROPOSED FUTURE DEVELOPMENT

LEGAL DESCRIPTION OF PROPOSED FUTURE DEVELOPMENT:

A PARCEL OF LAND IN THE SOUTHEAST ¼ OF SECTION 22 AND THE NORTHEAST ¼ OF SECTION 27, T3N, R2W, DELHI TOWNSHIP, INGHAM COUNTY, MICHIGAN DESCRIBED AS: BEGINNING AT THE SOUTH ¼ CORNER OF SAID SECTION 22; THENCE NORTH 76°42'50" WEST 3.65 FEET TO A FOUND MONUMENT AND THE EAST LINE OF HEATHER HAVEN NO. 5 AS RECORDED IN LIBER 40 OF PLATS, PAGE 50, 51 AND 52, INGHAM COUNTY RECORDS; THENCE NORTH 00°30'16" WEST (RECORDED AS NORTH 01°11'49" WEST) 1261.35 FEET ALONG SAID EAST LINE OF HEATHER HAVEN NO. 5 AND HEATHER HAVEN NO. 4 AS RECORDED IN LIBER 39 OF PLATS, PAGES 17 AND 18, INGHAM COUNTY RECORDS; THENCE SOUTH 89°30'50" WEST 5.68 FEET TO THE EAST LINE OF HEATHER HAVEN NO. 3 AS RECORDED IN LIBER 33 OF PLATS, PAGE 50, INGHAM COUNTY RECORDS; THENCE NORTH 00°25'16" WEST 55.41 FEET ALONG SAID EAST LINE TO THE SOUTH LINE OF LOVELAND ACRES AS RECORDED IN LIBER 14 OF PLATS, PAGE 2, INGHAM COUNTY RECORDS; THENCE SOUTH 89°25'14" EAST (RECORDED AS SOUTH 88°45'00" EAST) 985.38 FEET ALONG SAID SOUTH LINE TO THE NORTHWEST CORNER OF UNIT 34; THENCE SOUTH 00°18'15" EAST 171.52 FEET; THENCE SOUTH 89°37'24" EAST 132.52 FEET; THENCE SOUTH 00°18'50" EAST 60.00 FEET; THENCE NORTH 89°37'24" WEST 132.52 FEET; THENCE SOUTH 00°18'50" EAST 491.17 FEET; THENCE SOUTH 89°41'10" WEST 132.51 FEET; THENCE SOUTH 00°18'50" EAST 87.19 FEET; THENCE 61.75 FEET ALONG A 1008.09 FOOT RADIUS CURVE TO THE RIGHT WITH A DELTA ANGLE OF 3°30'34" SUBTENDED BY A CHORD BEARING NORTH 76°41'44" WEST 61.74 FEET; THENCE NORTH 00°18'50" WEST 119.39 FEET; THENCE SOUTH 89°41'10" WEST 130.00 FEET; THENCE NORTH 00°19'04" WEST 50.85 FEET; THENCE NORTH 88°32'49" WEST 130.89 FEET; THENCE 93.92 FEET ALONG A 1757.42 FOOT RADIUS CURVE TO THE RIGHT WITH A DELTA ANGLE OF 3°03'43" SUBTENDED BY A CHORD BEARING SOUTH 02°56'39" WEST 93.91 FEET; THENCE 60.68 FEET ALONG A 1002.00 FOOT RADIUS CURVE TO THE LEFT WITH A DELTA ANGLE OF 3°28'12" SUBTENDED BY A CHORD BEARING NORTH 77°07'06" WEST 60.68 FEET; THENCE 93.72 FEET ALONG A 983.43 FOOT RADIUS CURVE TO THE RIGHT WITH A DELTA ANGLE OF 5°27'37" SUBTENDED BY A CHORD BEARING NORTH 02°35'40" EAST 93.68 FEET; THENCE NORTH 88°54'11" WEST 140.85 FEET; THENCE SOUTH 00°41'29" EAST 79.21 FEET; THENCE SOUTH 33°30'41" WEST 70.25 FEET; THENCE SOUTH 00°19'09" EAST 143.98 FEET; THENCE SOUTH 89°37'40" EAST 24.92 FEET; THENCE SOUTH 83°27'53" EAST 95.05 FEET; THENCE SOUTH 76°37'18" EAST 94.32 FEET; THENCE SOUTH 73°13'07" EAST 80.76 FEET; THENCE SOUTH 73°21'01" EAST 159.41 FEET; THENCE SOUTH 77°52'54" EAST 92.36 FEET; THENCE SOUTH 80°06'23" EAST 88.16 FEET; THENCE SOUTH 85°20'06" EAST 88.84 FEET; THENCE SOUTH 88°56'55" EAST 118.86 FEET; THENCE SOUTH 46°16'24" EAST 83.46 FEET; THENCE NORTH 89°30'49" EAST 174.11 FEET TO THE CENTERLINE OF DELHI No.1 DRAIN; THENCE SOUTH 01°23'16" EAST 229.11 FEET ALONG SAID CENTERLINE; THENCE SOUTH 89°25'37" WEST 18.50 FEET; THENCE SOUTH 00°41'16" EAST 234.50 FEET TO THE CENTERLINE OF THE HOLLY & DAY DRAIN; THENCE SOUTH 57°54'08" WEST 569.40 FEET; THENCE SOUTH 89°25'09" WEST 839.08 FEET TO THE NORTH-SOUTH ¼ LINE OF SECTION 27; THENCE NORTH 00°34'51" WEST 558.49 FEET ALONG SAID ¼ LINE TO THE NORTH ¼ CORNER OF SECTION 27, (THE SOUTH ¼ CORNER OF SECTION 22) AND THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL CONTAINS 42.31 ACRES AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD, IF ANY.



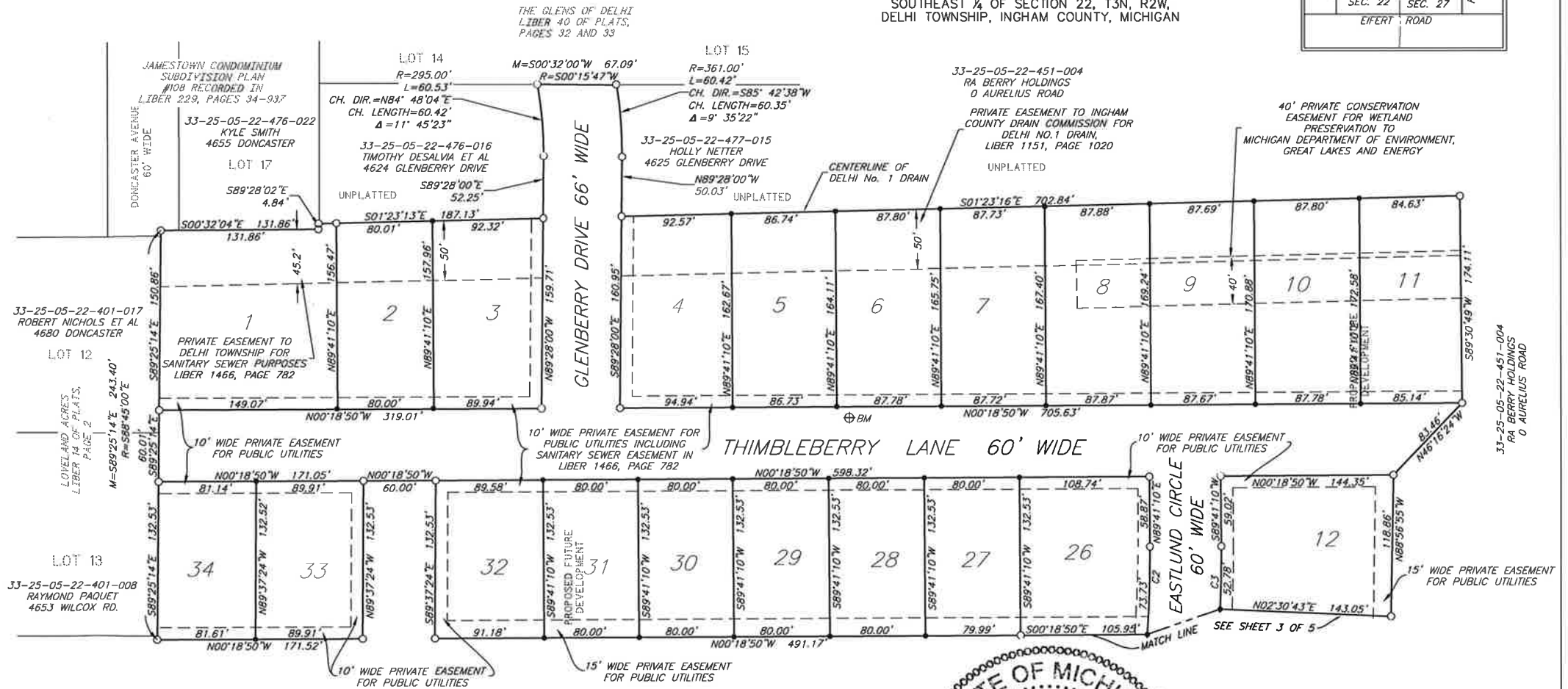
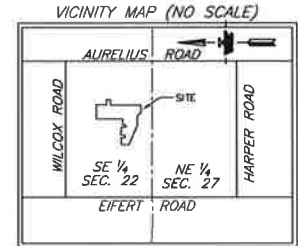
COVER SHEET
PROPOSED, DATED: 06/08/2021
SHEET 1 OF 6



BENCHMARK: EAST SOUTHEAST FLANGE BOLT
OF HYDRANT LOCATED IN THE EAST
RIGHT-OF-WAY OF THIMBLEBERRY LANE
215.6'± SOUTH OF THE CENTERLINE OF
GLENBERRY DRIVE.
ELEV.=881.51' (NAVD88 DATUM)

BERRY FARMS SITE CONDOMINIUM

A SUBDIVISION OF PART OF THE
SOUTHEAST ¼ OF SECTION 22, T3N, R2W,
DELHI TOWNSHIP, INGHAM COUNTY, MICHIGAN



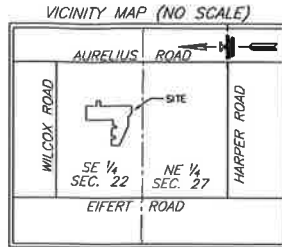
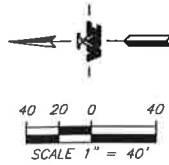
CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	CHORD	BEARING	DELTA
C2	299.52	1008.09	150.87	298.41	S81°44'09"E	17°01'22"
C3	317.33	1068.09	159.85	316.17	N81°44'09"W	17°01'22"

33-25-05-22-451-004
RA BERRY HOLDINGS
O AURELIUS ROAD

- EXISTING LEGEND
- MATCH LINE
 - PROPERTY LINE
 - EASEMENT
 - ⊕ SECTION CORNER
 - CONCRETE MONUMENT
 - PROPERTY IRON
 - ⊕ BENCHMARK
 - M= MEASURED
 - R= RECORDED



SURVEY PLAN
PROPOSED, DATED: 06/08/2021
SHEET 2 OF 6



BERRY FARMS SITE CONDOMINIUM

A SUBDIVISION OF PART OF THE
SOUTHEAST 1/4 OF SECTION 22, T3N, R2W,
DELHI TOWNSHIP, INGHAM COUNTY, MICHIGAN

I, DONALD J. BENDZINSKI, REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY: THAT THE SUBDIVISION PLAN KNOWN AS BERRY FARMS INGHAM COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 35989, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, THAT THERE ARE NO ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED, THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978, THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978, THAT THE BEARINGS, AS SHOWN, ARE NOTED ON SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

Donald J. Bendzinski
DATE 06/08/2021
DONALD J. BENDZINSKI
REGISTRATION NO. 35989
WOLVERINE ENGINEERS & SURVEYORS, INC.
312 NORTH STREET
MASON, MICHIGAN 48854



CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	CHORD	BEARING	DELTA
C1	236.12	993.59	118.63	235.59	S79°57'23"E	13°37'02"
C2	299.52	1008.09	150.87	298.41	S81°44'09"E	17°01'22"
C3	317.33	1058.09	159.85	316.17	N81°44'09"W	17°01'22"
C4	257.31	933.59	129.48	256.50	N81°02'36"W	15°47'30"

CENTER OF
SECTION 22, DELHI T3N, R2W,
DELHI TOWNSHIP,
LIBER 9, PAGE 161,
INGHAM COUNTY RECORDS
MICHIGAN SOUTH ZONE
COORDINATES
N=412930.8451
E=13078558.7695

R=1008.09'
L=61.75'
CH. DIR.=S76°41'26"E
CH. LENGTH=61.74'
Δ=3°30'35"

10' WIDE EASEMENT
FOR PUBLIC UTILITIES

15' WIDE EASEMENT
FOR PUBLIC UTILITIES

R=1757.42'
L=93.92'
CH. DIR.=N02°56'39"E
CH. LENGTH=93.91'
Δ=3°03'43"

R=993.59'
L=60.68'
CH. DIR.=N77°07'29"W
CH. LENGTH=60.67'
Δ=3°29'58"

R=1697.42'
L=93.69'
CH. DIR.=S02°35'40"W
CH. LENGTH=93.68'
Δ=3°09'45"

PROPOSED FUTURE
DEVELOPMENT

33-25-05-22-451-004
RA BERRY HOLDINGS
O AURELIUS ROAD

N89°07'18"E
294.75'

N00°34'51"W 2634.02'

EASTLUND
CIRCLE

LOT 90

LOT 91

LOT 104

HEATHER HAVEN NO. 4
LIBER 39 OF PLATS, PAGES 17 & 18

SURVEY PLAN

PROPOSED, DATED: 06/08/2021

EAST LINE OF HEATHER HAVEN NO. 5

M=N00°30'16"W 557.07'
R=N01°11'49"W 557.07'

LOT 105

LOT 106

HEATHER HAVEN NO. 5
LIBER 46 OF PLATS, PAGES 50, 51 & 52

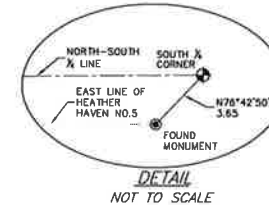
SOUTH 1/4 CORNER,
SECTION 22,
T3N, R2W
DELHI TOWNSHIP
LIBER 8, PAGE 514,
INGHAM COUNTY RECORDS
MICHIGAN SOUTH ZONE STATE
PLANE COORDINATES
N=410296.8593
E=13078585.4740

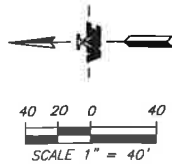
SEE DETAIL
ABOVE

SHEET 3 OF 6

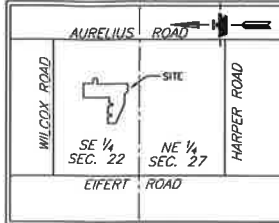
EXISTING LEGEND

- MATCH LINE
- PROPERTY LINE
- EASEMENT
- SECTION CORNER
- CONCRETE MONUMENT
- PROPERTY IRON
- M= MEASURED
- R= RECORDED





VICINITY MAP (NO SCALE)

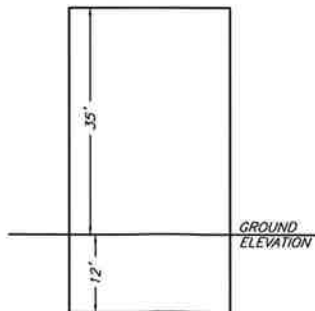


BERRY FARMS SITE CONDOMINIUM

A SUBDIVISION OF PART OF THE
SOUTHEAST 1/4 OF SECTION 22, T3N, R2W,
DELHI TOWNSHIP, INGHAM COUNTY, MICHIGAN

UTILITY INFORMATION				
UTILITY	PROVIDER	CONTACT	EMAIL ADDRESS	PHONE
TELEPHONE	AT&T	LINDA DENNISUK	ld2154@att.com	248-456-8256
GAS	CONSUMERS' ENERGY	KURT GOLDING	MISSDIO@DESIGNTICKETS.COM @CMSENERGY.COM	800-477-5050
CABLE	COMCAST	CRAIG PUDAS	CRAIG_PUDAS@CABLE.COMCAST.COM	248-809-2715
SANITARY	DELHI TOWNSHIP	EVA WALACAVAGE	MISSDIO@DELHITOWNSHIP.COM	517-699-3874
STORM	INGHAM COUNTY DRAIN COMMISSION	ANGELICA COSMAN		517-676-8386
ELECTRIC	LANSING BOARD OF WATER & LIGHT	AARON JACKSON	RECORDS_MANAGEMENT@LBWL.COM	517-702-6069
WATER	LANSING BOARD OF WATER & LIGHT	AARON JACKSON	RECORDS_MANAGEMENT@LBWL.COM	517-702-6009

BUILDING AREA CROSS SECTION
1" = 10'



CENTER OF
SECTION 22, DELHI T3N, R2W,
DELHI TOWNSHIP,
LIBER 9, PAGE 161,
INGHAM COUNTY RECORDS
MICHIGAN SOUTH ZONE
COORDINATES
N=412930.8451
E=13078558.7695



PROPOSED FUTURE
DEVELOPMENT

33-25-05-22-451-004
RA BERRY HOLDINGS
O AURELIUS ROAD

N:410977.64
E:13079230.99

N:410980.96
E:13079100.14

N:410994.29
E:13079040.41

N:410996.99
E:13078899.58

N:410917.78
E:13078900.54

N:410859.20
E:13078861.75

N:410881.09
E:13079421.53

N:410927.50
E:13079361.27

N:410808.11
E:13079361.92

N:410816.40
E:13079332.88

N:410926.79
E:13079231.24

N:410887.18
E:13079095.32

N:410819.27
E:13079115.12

N:410700.17
E:13078999.04

N:410704.24
E:13078981.91

N:410710.18
E:13078930.05

N:410715.22
E:13078862.55

N:410636.18
E:13079227.64

N:410682.42
E:13079073.67

N:410659.10
E:13079150.99

N:410594.04
E:13079394.02

N:410578.89
E:13079480.87

N:410571.66
E:13079569.42

EXISTING LEGEND	
	GENERAL COMMON ELEMENT
	LIMITED COMMON ELEMENT
	MATCH LINE
	PROPERTY LINE
	STORM
	SANITARY
	WATERMAIN
	ELECTRIC
	COMMUNICATION FIBER
	GAS
	STORM MANHOLE
	CATCHBASIN
	SANITARY MANHOLE
	SECTION CORNER
	CONCRETE MONUMENT
	PROPERTY IRON

UNIT AREA	
UNIT	SQUARE FOOTAGE
1	22,423.94
2	12,577.16
3	14,471.52
4	15,167.35
5	14,170.15
6	14,477.74
7	14,611.99
8	14,789.94
9	14,909.36
10	15,074.90
11	14,713.47
12	16,514.46
13	11,902.13
14	11,819.65
15	11,954.90
16	11,388.54
17	11,437.50
18	11,575.28
19	12,055.05
20	10,957.52
21	10,926.75
22	11,783.97
23	14,970.03
24	12,982.63
25	12,995.60
26	14,342.63
27	10,601.36
28	10,602.40
29	10,602.40
30	10,602.40
31	10,602.40
32	11,977.25
33	11,914.63
34	10,783.19

UNIT 1 & 11 NEED NOT BE BUILT
UNITS 2-10 & 12-34 MUST BE BUILT

SOUTH 1/4 CORNER,
SECTION 22,
T3N, R2W
DELHI TOWNSHIP
LIBER 8, PAGE 514,
INGHAM COUNTY RECORDS
MICHIGAN SOUTH ZONE STATE
PLANE COORDINATES
N=410296.9593
E=13078585.4740

SITE PLAN/UTILITY PLAN
PROPOSED, DATED: 06/08/2021

EAST LINE OF HEATHER HAVEN NO. 5

N00°34'51"W 2634.02'

EASTLAND
CIRCLE

LOT 90

LOT 91

LOT 104

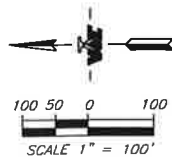
LOT 105

LOT 106

HEATHER HAVEN NO. 4
LIBER 39 OF PLATS, PAGES 17 & 18

HEATHER HAVEN NO. 5
LIBER 46 OF PLATS, PAGES 50, 51 & 52

SHEET 5 OF 6

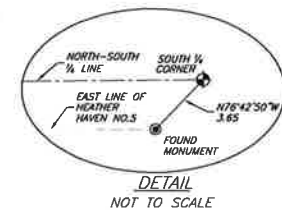
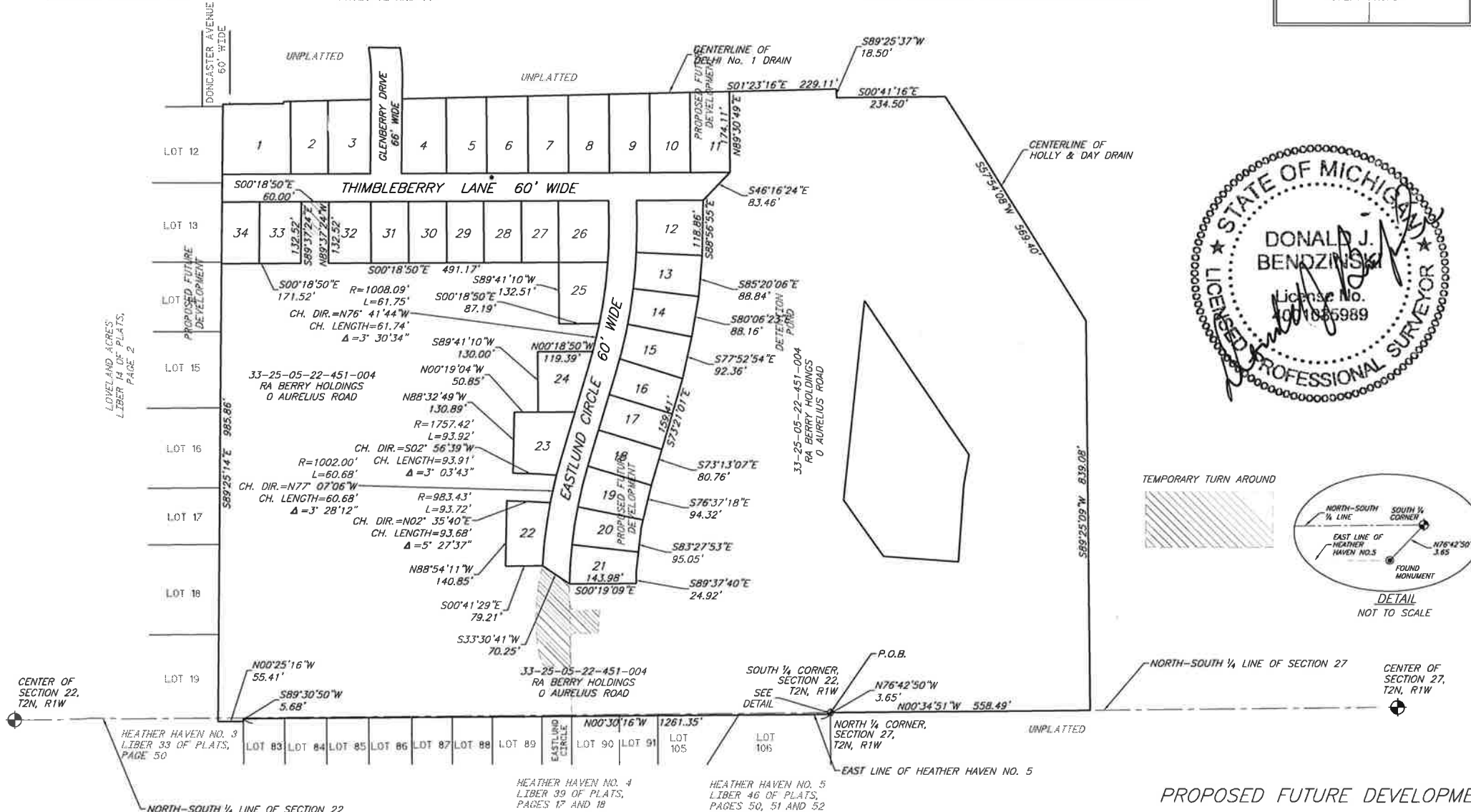
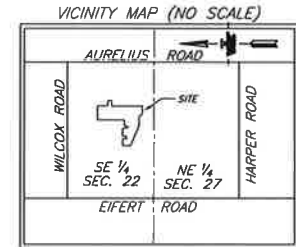


JAMESTOWN CONDOMINIUM
SUBDIVISION PLAN
#108 RECORDED IN
LIBER 229, PAGES 34-937

THE GLENS OF DELHI
LIBER 40 OF PLATS,
PAGES 32 AND 33

BERRY FARMS SITE CONDOMINIUM

A SUBDIVISION OF PART OF THE
SOUTHEAST 1/4 OF SECTION 22, T3N, R2W,
DELHI TOWNSHIP, INGHAM COUNTY, MICHIGAN



PROPOSED FUTURE DEVELOPMENT
PROPOSED, DATED: 06/08/2021
SHEET 6 OF 6