

PURCHASER INFORMATION BOOKLET

FOR

SILVER OAKS SITE CONDOMINIUM

A Condominium Project

in

Antwerp and Almeda Townships, Van Buren County, Michigan

SILVER OAKS SITE CONDOMINIUM

TABLE OF CONTENTS

Receipt for Purchaser Information Booklet

Disclosure Statement

Recorded Master Deed including Condominium Bylaws and Condominium
Subdivision Plans, and any Amendments thereto

Purchase Agreement

Escrow Agreement

Silver Oaks Site Condominium Association Articles of Incorporation

The Condominium Buyers Handbook

SILVER OAKS SITE CONDOMINIUM
RECEIPT OF PURCHASER INFORMATION BOOKLET AND EXPLANATION
OF SECTION 84a OF THE CONDOMINIUM ACT

Dear Potential Purchaser:

You have agreed to receive the various disclosures required under the Michigan Condominium Act electronically. The Uniform Electronic Transactions Act may require various consents and assurances with respect to the use of electronic records, disclosures and signatures. To assure compliance with any such requirements we ask that you initial each of the following boxes and return a hard copy of this Receipt to Allen Edwin Homes, 2186 E. Centre Ave., Portage, MI 49002.

_____ I/We have agreed to receive the Purchaser Information Booklet by electronic transmission

_____ I/We understand that this consent to electronic transmission may be revoked at any time.

_____ I/We understand that "hard" or "printed" copies of the Purchaser Information Booklet are available to me at any time, at no added cost for the initial Booklet.

At this time, we are furnishing you with a Longmeadow Purchaser Information Booklet which includes:

- A. Disclosure Statement;
- B. Recorded Master Deed with Condominium Bylaws attached as Exhibit "A" and Condominium Subdivision Plan attached as Exhibit "B"; and any amendments thereto;
- C. Purchase Agreement;
- D. Escrow Agreement;
- E. Silver Oaks Site Condominium Association Articles of Incorporation; and
- F. Condominium Buyers Handbook.

This receipt additionally acknowledges that Allen Edwin Homes is neither the Developer nor the Successor Developer of the project. We are providing copies of the above described documents to assist the purchaser in evaluating the project.

As provided in Section 84a of the Michigan Condominium Act, as amended, your Purchase Agreement, including all addenda, if any, (a copy of which you previously received or which is delivered herewith) cannot become binding until the elapse of nine (9) business days from today. During that time, you should be sure to carefully read the accompanying documents which control the operation of the Project and are of extreme importance to you in understanding the nature of the interest which you are purchasing and your relationship with the Condominium Project, its Co-Owners and the Developer. Please sign and return to us the additional copy of this Receipt to acknowledge that it and the above-described documents have been delivered to you.

RECEIPT OF DESCRIBED DOCUMENTS ACKNOWLEDGED BY:

Unit No.: _____

Buyer

Dated: _____

Buyer

Dated: _____

(If more than one (1) purchaser, all must sign.)

SILVER OAKS SITE CONDOMINIUM
A Site Condominium Community
Townships of Antwerp and Almeda, Michigan

DISCLOSURE STATEMENT

Provided By:

POWELL CUSTOM HOMES, L.L.C.
48962 24th Street
Mattawan, MI 49071

This is the Disclosure Statement for Silver Oaks Site Condominium which is a residential condominium site project in the Townships of Antwerp and Almeda, Van Buren County, Michigan. The project consists of up to seventy-two (72) residential site condominiums. This statement is intended to explain certain aspects of the condominium to prospective buyers.

THIS DISCLOSURE STATEMENT IS NOT A SUBSTITUTE FOR THE MASTER DEED, THE CONDOMINIUM BUYER'S HANDBOOK OR OTHER APPLICABLE LEGAL DOCUMENTS, AND BUYERS SHOULD READ ALL SUCH DOCUMENTS TO FULLY ACQUAINT THEMSELVES WITH THE PROJECT AND THEIR RIGHTS AND RESPONSIBILITIES RELATING TO THE PROJECT.

IT IS RECOMMENDED THAT YOU CONSULT WITH AN ATTORNEY OR OTHER PROFESSIONAL ADVISOR PRIOR TO PURCHASING A CONDOMINIUM UNIT.

Effective Date: January 11, 2021

Prepared by:

Powell Custom Homes, L.L.C.
48962 24th Street
Mattawan, MI 49071

DISCLOSURE STATEMENT
TABLE OF CONTENTS

DISCLOSURE STATEMENT	1
INTRODUCTION.....	3
THE SITE CONDOMINIUM CONCEPT.....	3
DESCRIPTION OF THE PROJECT	4
CONDOMINIUM DOCUMENTS	4
DEVELOPER’S BACKGROUND AND EXPERIENCE.....	5
ADMINISTRATION OF THE PROJECT	5
PROJECT WARRANTIES.....	6
ESCROW REQUIREMENTS	7
BUDGET AND ASSESSMENTS	7
USE RESTRICTIONS AND CONSTRUCTION REQUIREMENTS.....	8
ENFORCEMENT PROVISIONS.....	9
INSURANCE.....	9
EASEMENTS	10
WATER AND SEWER FACILITIES AND UTILITIES	10
REAL ESTATE TAXES.....	10
RADON GAS.....	11
LEGAL MATTERS	11
PURPOSE OF DISCLOSURE STATEMENT	11
EXHIBIT A.....	13
EXHIBIT B.....	14

INTRODUCTION

Condominium development in Michigan is governed by a statute called the Michigan Condominium Act, MCL 559.101 et seq. (the “Act”), and by rules adopted by the Michigan Department of Licensing and Regulatory Affairs. On the following pages, Westview Capital, LLC (the “Developer”), as developer of the Silver Oaks Site Condominium project (the “Project”), has set forth certain facts about the Project and the persons involved in its development that it believes will assist a prospective buyer in reviewing the Project. This disclosure statement (the “Disclosure Statement”), together with copies of the Master Deed (the “Master Deed”), the Condominium bylaws (the “Condominium Bylaws”), and other legal documents intended for the creation and operation of the Project (together the Condominium Documents), are furnished to each buyer to fulfill the requirement of the Act that the Developer disclose to prospective buyers the characteristics of the condominium units that are offered for sale. The Condominium Documents constitute the only authorized description of the Project, and none of Developer’s representatives, affiliates or sales agents are permitted to vary the terms stated in those Documents except by written amendment to the Condominium Documents.

THE SITE CONDOMINIUM CONCEPT

Condominium is a form of real property ownership. Under Michigan law, the portion of the condominium that is individually owned has the same legal attributes as any other form of real estate and may be sold, mortgaged, or leased subject to the restrictions in the Condominium Documents. A condominium project is established by recording a master deed in the office of the register of deeds for the county where the project is located.

Each owner of a condominium in the Project (an “Owner” or “Co-owner”) will own a lot on which a residence may be built (a “Unit”), to which the Owner receives a warranty deed, and is one of a number of mutual owners of common facilities (the “Common Elements”) that serve both the Owner’s condominium and other condominiums in the Project. The Units and the Common Elements are described generally in the Master Deed, and each Unit’s boundaries and dimensions are shown in the condominium subdivision plan (the Subdivision Plan) attached to the Master Deed. All portions of the Project that are not included within the Units constitute the Common Elements and are owned by all Owners in undivided proportions equal to the percentages of value assigned to each Unit in the Master Deed. Limited Common Elements are those Common Elements that are set aside for the use of less than all Unit Owners. All other Common Elements are designated as General Common Elements for the use of all Unit Owners.

The interrelationship of individual ownership of Units and joint ownership of common elements requires that certain restrictions be imposed on the use of the Units and the Common Elements for the mutual benefit of all. The restrictions are in the Condominium Bylaws, which are recorded as part of the Master Deed. The Condominium Documents are prepared with the goal of allowing each Owner individual freedom and discretion without permitting any one Owner to infringe on the rights and interests of the group. All Owners must be familiar with and abide by the restrictions if Unit living is to be an enjoyable experience.

DESCRIPTION OF THE PROJECT

A. Size, Scope and Physical Characteristics of the Project.

Silver Oaks Site Condominium is a residential site condominium project located in the Townships of Antwerp and Almeda, Van Buren County, Michigan. The Project consists of seventy-two (72) residential building sites, sometimes referred to as Units. The Developer is currently in the process of constructing the improvements required to complete the Project.

Each Unit in the Project is equivalent to a fully improved building site, with utility service available at the Unit boundaries. All Units are accessible by private and/or public roads.

The land outside of Unit boundaries, walkways, roads, landscaping and common utility lines, are all General Common Elements which are owned and used in common by all Co-owners. Designated individual Co-owners also have an exclusive right to use and responsibility to maintain certain Limited Common Elements of the Project.

CONDOMINIUM DOCUMENTS

Silver Oaks Site Condominium has been established as a condominium project by the recording of a Master Deed in the Van Buren County records, a copy of which either has been or will be delivered to each purchaser at least nine business days before closing. The Condominium Bylaws and the Condominium Subdivision Plan, a survey establishing the physical relationship and location of each of the Units in the Project, are attached as exhibits to the Master Deed. Other Condominium Documents include this statement and the articles of incorporation, the condominium bylaws of the Silver Oaks Site Condominium Association (the "Association"), a nonprofit corporation that serves as the association of owners for the Condominium.

The Master Deed contains a definition of terms used to describe the Project, the relative value assigned to each Unit for assessment and voting purposes, a description of both the Limited and General Common Elements in the Project, and a statement about the responsibility of the individual Owners and of the Association for upkeep and maintenance of the Common Elements. All Units in the Project have been assigned an equal value by Developer after reviewing the comparative size, market value, location, and allocable expenses of maintenance. The Master Deed also reserves to Developer the right to contract the Project within defined limits and to modify the number, size, style, and location of any Units or Common Elements in the Project that have not been sold or that are not subject to a binding purchase agreement by an amendment or series of amendments to the Master Deed. Such amendments do not require the consent of any Owner or mortgagee if the changes do not unreasonably impair or diminish the appearance of the Project or the view, the privacy, or another significant attribute of any Unit that adjoins a modified Unit or Common Element.

The Condominium Bylaws contain provisions relating to the operation, management, and fiscal affairs of the Condominium, including authorization for the levy of

both regular and special assessments of the Owners to pay for the costs of operation. Restrictions on the ownership, occupancy, and use of Condominium Units in the Project are listed in the Condominium Bylaws, which also contain provisions allowing the Association to adopt additional rules and regulations governing the use of the Units and the Common Elements that are not inconsistent with the Condominium Bylaws.

The Condominium Subdivision Plan contains a survey of the Condominium land showing the location of all roadways, walkways, and common utility systems together with all those other common elements of the Project that can be shown on the drawings.

DEVELOPER'S BACKGROUND AND EXPERIENCE

The Project is being developed by Powell Custom Homes, L.L.C., a Michigan limited liability company. The Company was formed for the purpose of acquiring lots, acquiring and developing land, and building and selling homes. The principal owner of the Developer is William A.E. Wilcox.

The names, addresses and previous experience with condominium projects of the developer and of any management agency, real estate broker, escrow agent, project engineer, attorney and/or other member of the development "team" involved in the Project are described in Exhibit A attached to this Statement.

ADMINISTRATION OF THE PROJECT

The responsibility for management and maintenance of the Project is vested in the Silver Oaks Site Condominium Association (the "Association"), which has been incorporated by the Developer as a non-profit corporation under Michigan law. The Association shall have the powers delineated in the Condominium Bylaws and in its Articles and Corporate Bylaws.

Each Unit Owner automatically becomes a member of the Association when he purchases a Unit in the Project. Since each Unit in the Condominium has been assigned an equal percentage of value, the owner of each Unit will be entitled to one vote at all meetings of the Association and will share equally with all other owners in the expenses and proceeds of administration.

The Association was formed by certain individuals acting at the request of the Developer. These persons now make up the Board of Directors of the Association and will control its affairs until a new Board of Directors is elected. The composition of the Board as between Developer representatives and non-Developer Co-owners will thereafter be adjusted from time to time under the formula described in Section 3.4 of the Condominium Bylaws. The initial meeting of the members of the Association must be within 120 days after legal or equitable title to 75% of the Units which may be created in the Project has been conveyed to non-Developer Co-owners, but in no event later than 54 months after the first conveyance of title to a non-Developer Owner has been made.

Not later than 120 days after conveyance of legal or equitable title to non-Developer Co-owners of one-third of the Units in the Project, or one year after the initial conveyance of a Unit to such a person, whichever first occurs, two or more persons will be selected

from among the non-Developer Co-owners to serve as an advisory committee to the Board of Directors. The advisory committee is intended to function as an informal organization with which the Board can consult on matters concerning the Project. The Board will attempt to meet with the advisory committee at least twice each year. At such meetings, the Developer intends to provide the advisory committee with information about the development of the Project and to receive recommendations from the committee. In the event an advisory committee is formed, the members will be appointed by and serve at the pleasure of the Developer.

The Condominium Bylaws of the Association permit the hiring of a professional manager or management company to manage the Project. To date the Developer has not entered into any such management contract. Currently, the management of the Project is being handled by the Developer without charge for its time, although the cost of goods and services purchased and out-of-pocket expenses incurred by the Developer for management purposes are included in the annual budget of the Association attached as Exhibit B. This arrangement, as well as any formal contract between the Association and the Developer or a management agent or company related to the Developer which might be entered into before the date of the initial meeting of members, is subject to termination at the option of the owners upon their assumption of control of the Condominium, with or without cause.

Additional information about the organization and operation of condominiums in Michigan may be found in the Condominium Buyer's Handbook published by authority of the Michigan Department of Licensing and Regulatory Affairs, a copy of which either has or will be furnished to you by the Developer.

PROJECT WARRANTIES

Developer is responsible for defects in workmanship and materials in the General or Limited Common Elements of the Project for which it receives written notice within one year from the date on which construction or installation of the particular Common Element is completed. If written notice of defect is given by the Association or a Unit owner within the warranty period, Developer will make an inspection and, where such inspection reveals defects in workmanship and materials, will make reasonable repairs to cure the defects without cost to the Owners.

All notices for warranty claims should be sent to Developer at the address noted on the front sheet of this statement.

CAUTION: THERE ARE NO WARRANTIES ON THIS CONDOMINIUM PROJECT OTHER THAN THOSE DESCRIBED HEREIN, AS EXPRESS WARRANTIES ARE NOT PROVIDED UNLESS SPECIFICALLY STATED. YOU, INDIVIDUALLY OR AS A MEMBER OF THE ASSOCIATION, MAY BE REQUIRED TO PAY FOR THE REPLACEMENT OR REPAIR OF ANY DEFECTS IN THIS CONDOMINIUM PROJECT THAT ARE NOT COVERED BY WARRANTY, IF ANY SUCH DEFECTS EXIST. UNDER NO CIRCUMSTANCES WILL THE DEVELOPER BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

ESCROW REQUIREMENTS

Section 83 of the Condominium Act, MCL 559.183, requires that all reservation deposits received from a prospective purchaser under a Preliminary Reservation Agreement must be deposited in an escrow account with an authorized escrow agent. In the event that the prospective purchaser decides to cancel the Preliminary Reservation Agreement, all such deposits must be refunded to him within three (3) business days after notice of cancellation is received.

Section 84 of the Condominium Act, MCL 559.184, requires that all payments received from a prospective purchaser under a Purchase Agreement must also be deposited in the escrow account, and must be refunded if the Purchase Agreement is canceled within nine (9) business days after receipt by the Purchaser of the Condominium Documents which the Developer is required to furnish under Section 84(a). Upon expiration of such withdrawal period, the Developer may be required to retain sufficient amounts in the escrow account or provide other adequate security as provided in Section 103(b) of the Act to ensure the completion of those uncompleted structures and improvements which are labeled "must be built" under the terms of the Condominium Documents.

Pursuant to Section 84(3), such funds need not be deposited in escrow if such funds are not required by other provisions of the Act to be retained in escrow after the closing. Pursuant to Section 103b(5), the Developer has elected to provide the Escrow Agent with evidence of lending commitments, together with an indemnification agreement, having a value of not less than the amount that would otherwise be retained pursuant to Section 103b(3) of the Act.

The Project is a Site Condominium in which all site preparation and improvements will have been completed by the time of closing on most sites. Once such improvements have been completed, the Developer will not maintain any funds in escrow.

BUDGET AND ASSESSMENTS

The Condominium Bylaws require that the Board of Directors adopt an annual budget for the operation of the Project. Developer formulated the initial budget to estimate the reasonably predictable annual expenses of administration of the Project, including a reserve for the replacement of Common Elements as needed in the future. A copy of this budget is attached to this statement as Exhibit B. The amount projected as expenses of the Association does not include individual expenses for utilities, maintenance or repair of any residential buildings or other improvements located within the boundaries of a Unit, nor for real property taxes on the Units, all of which are billed individually to and will be the responsibility of individual Unit Owners.

Because the budget must necessarily be prepared in advance, it reflects estimates of expenses based on past experience. These estimates may prove to be inaccurate during actual operations on account of such factors as increases in the cost of goods and services, the need for repair or replacement of common elements, property improvements, or other items relating to the condominium. If such cost increases should occur, the budget will have to be revised accordingly.

Until control of the Association has been turned over to the Co-Owners on the Transitional Control Date, the Developer is required to supplement the income received by the Association to the extent necessary to keep the budget balanced and the Association “in the black”. Units owned by Developer are not subject to assessments by the Association. Those Units only become subject to assessments as provided in the Condominium Bylaws. After the time at which assessments paid by the individual owners are sufficient to support the budget, however, the Developer will be legally responsible only for actual costs incurred by the Association which are directly related to Units owned by the Developer. The Association’s only other source of revenue to fund the budget is by assessment of its non-Developer members who own Units in the Project subject to the Bylaw provisions which allow the Association to reduce or eliminate assessments for vacant sites within which no buildings or improvements have yet been constructed.

Each Co-owner will be required to pay an annual assessment which will be based on the Unit’s Percentage of Value, as defined in the Master Deed. A Co-owners responsibility for assessments is explained more fully in the Master Deed and Condominium Bylaws.

USE RESTRICTIONS AND CONSTRUCTION REQUIREMENTS

Owners of Condominium Units will be bound by various use and occupancy restrictions applying to both the condominium Units and the Common Elements. For example, there are prohibitions against conducting commercial or quasi-commercial activities from any Unit, (except for certain activities permitted as home occupations under various limitations set forth in the Condominium Bylaws). The restrictions are prepared with the goal of maximizing individual freedom, without infringing on the rights of other Owners. The restrictions are contained in both the Master Deed and Condominium Bylaws and should be carefully reviewed prior to purchasing a Unit.

The Condominium Bylaws require that plans and specifications for all residential buildings, structures and improvements be submitted for approval to the Architectural Review Committee appointed by the Association (which initially will be controlled by the Developer) before any construction is commenced by an Owner within a Condominium Unit. Required construction materials, minimum square footage and other space requirements affecting the residential dwelling to be built, and rules governing the construction of improvements and outbuildings are specified in detail and no plans will be approved which do not comply with these requirements. The Condominium Bylaws also require Developer approval of plans and specifications so long as the Developer is selling Units in the Project. All construction must also comply with applicable building codes and ordinances in effect where the Project is located.

It is impossible to paraphrase all the restrictions without risking the omission of some portion that may be significant to a particular purchaser. Consequently, each Purchaser should carefully review the Master Deed and Condominium Bylaws to be sure that they do not infringe on an important intended use. None of the restrictions prohibit the Developer from carrying on normal sales activities as long as the Developer is selling Units in the Project.

ENFORCEMENT PROVISIONS

Compliance with use restrictions may be enforced by the levy of fines, or by legal action seeking damages or an injunction against the offending owner. The Board may also take direct action to correct any condition which violates the Condominium Bylaws, may prohibit use of the Common Elements by an Owner in default, or may elect to discontinue furnishing services to the Unit involved upon 7 days' notice to the Co-owner in default. If assessments are not paid by the owner of a condominium Unit when due, the Association may charge reasonable interest and assess late charges from and after the due date. The Association is also given a lien on the Unit which may be enforced as described above, or by foreclosure proceedings in the manner provided by the Condominium Act, and other Michigan law.

Owners should be aware, however, that Section 58 of the Michigan Condominium Act provides that if the holder of a first mortgage or other purchaser obtains title to a Unit as a result of foreclosure of that mortgage, such holder of the first mortgage or other purchaser is not liable for unpaid assessments which are chargeable against that Unit and which had become due prior to foreclosure. These unpaid assessments are common expenses which are collectible from all Unit owners.

INSURANCE

The condominium documents require that the Association carry fire and extended coverage for vandalism and malicious mischief and liability insurance and worker's compensation insurance (if applicable) with respect to all of the General Common Elements of the Project. The Association may obtain casualty insurance covering certain of the General Common Elements and liability insurance covering such General Common Elements upon such terms and in such amounts as may be deemed appropriate by the Board of Directors. With no significant assets or exposures, the Board may determine that no insurance is required. Such policies may contain deductible clauses, however, so that in the event of a claim which is covered by the policy, the deductible portion must be paid by the Association. Each Co-owner's pro-rata share of the annual Association insurance premium is included in the monthly assessment. The Association insurance policy will be available for inspection at the offices of the Developer, at the address shown on the face sheet of this Statement.

Any liability insurance coverage provided by the Association will not cover the actual residential Unit, nor protect against any accident or injury which occurs on a Limited common element of the project. No casualty insurance coverage will be provided for any building, structure or other improvement constructed within the perimeters of a condominium Unit, the contents of any such building, structure or improvement, nor for property of an owner located outside the Unit on the Common Elements of the Project. For that reason, all owners are cautioned that it is their responsibility to insure the residential dwelling and its contents, together with any improvements bought and paid for by the owner. Each owner must also obtain personal liability coverage against injury to persons or damage to property resulting from accidents in and about his condominium Unit or the Limited Common Elements appurtenant to his Unit, naming the Silver Oaks Site Condominium Association as an additional insured. An insurance agent should be consulted in order to decide just what coverage will be needed for protection since without

such coverage an owner will be uninsured for any loss that might occur within his Unit, to his property, or to his guests.

EASEMENTS

The Unit premises will be subject to a number of easements. The Master Deed describes certain reciprocal easements granted to Owners and to the Association. There may also be easements relating to drainage and utilities, which will be described in each title insurance commitment and title insurance policy furnished to buyers.

Until development of the Property has been completed, the Developer has reserved the right to unrestricted use of all roads, drives and walkways of the Condominium, and easements to utilize, tap and tie into, extend and enlarge all utility mains which may be located on Association property without the payment of any charge or fee except for the reasonable cost to the Association of work performed, utilities consumed and/or maintenance necessitated as a direct result of the Developer's use.

WATER AND SEWER FACILITIES AND UTILITIES

Potable (drinking) water will be supplied to the Project by private individual water wells maintained by the unit owner and governed by Van Buren County Health Department. The Project, and each Unit, will be served by the private on-site sewage disposal systems. Private utilities (gas, electric, telephone and cable television) will be underground and will be designed and installed by each private utility provider.

REAL ESTATE TAXES

Real Property taxes on the condominium Units are assessed or collected by the Townships of Antwerp or Almeda, the Van Buren County Community School District, Van Buren District Library, the County of Van Buren, and the State of Michigan. Under Michigan law, such taxes are required to be assessed on the basis of fifty percent of true cash value.

Except for the year in which the Project is established, real property taxes and assessments are levied individually against each Unit and not against the Project as a whole. These separate taxes and assessments cover both the Unit and its proportionate share of the Common Elements. The Developer has been informed that no taxes or assessments will be levied independently against the Common Elements, either General or Limited.

In the year in which the Project is established or expanded, however, the taxes and assessments for the added property on which new Units are to be developed will be billed to the Developer and must be paid by the purchasers of such Units on a proportionate basis. The Developer will also contribute its pro-rata share to the payment of such taxes and assessments, based upon the number of Units which it owns at the time the taxes fall due.

It is impossible to determine with any degree of accuracy at this date the amount of real property taxes and/or assessments which may be levied in subsequent years, since such taxes are a function of both property values and tax rates which may either rise or fall in

response to inflation levels and community needs, and other factors beyond the Developer's control.

RADON GAS

Radon is a naturally occurring, colorless and odorless radioactive gas formed by the breakdown of uranium and radium deposits in soil. Radon can escape from the soil and enter buildings. Preliminary studies by the United States Environmental Protection Agency (EPA) suggest that prolonged exposure to radon may result in adverse health consequences.

The extent to which an area or a specific unit may be exposed to radon depends on a number of factors, including natural geologic conditions, prior land use, ground water, construction materials and techniques, ventilation and air conditioning systems, and Co-Owner maintenance. Because of the multitude of factors involved, it is difficult to predict whether a specific resident may be subject to high radon levels unless specific tests are conducted by experts in the area.

Developer does not claim any expertise in radon, and it does not provide advice to Co-Owners about the acceptable levels or possible health hazards of radon. It is possible that tests or studies might disclose information which a purchaser might consider significant in deciding whether to purchase a unit in Silver Oaks Site Condominium. The Builder assumes no responsibility to make any tests or studies.

The EPA, as well as state and local regulatory authorities are best equipped to render advice regarding the risks which may exist in a particular area, such as the risks associated with radon exposure, the methods available to detect and measure radon levels, and whether remedial measures may be advisable in particular circumstances to reduce the risk of radon exposure. The EPA has published two (2) guides which are available to interested persons: "A Citizen's Guide to Radon: What it is and What to do About it" and "Radon Reduction Methods: A Homeowners' Guide."

LEGAL MATTERS

There are no pending proceedings, either legal or administrative, which involve either the Condominium Project or the Developer, its officers or shareholders in their capacity as such for the Project, and the Developer has no knowledge as to any such proceedings which have been threatened in the future.

Independent legal counsel has not passed upon the accuracy of the factual matters contained in such documents.

PURPOSE OF DISCLOSURE STATEMENT

This Disclosure Statement was prepared by Developer in compliance with the Michigan Condominium Act. This statement paraphrases various provisions of the Purchase Agreement, Escrow Agreement, Master Deed and other documents required by law. This statement only highlights certain provisions of such documents and by no means contains a complete statement of all the provisions of those documents which may be important to purchasers. In an attempt to be more readable, this statement omits most legal

phrases, definitions and detailed provisions of the other documents. This statement is not a substitute for the legal documents which it draws information from, and the rights of purchasers and other parties will be controlled by the other legal documents and not by this Disclosure Statement. All of the documents referred to in this statement should be carefully reviewed by prospective purchasers, and it is advisable to have professional assistance in making this review.

Developer is required by law to prepare this statement. However, Developer disclaims liability to any purchaser for misstatements herein (or for omissions which make statements herein appear misleading) if such misstatements were made by Developer in good faith or were immaterial in nature or were not relied upon by the purchaser, or did not result in any damages to the purchaser. Developer is required to give each purchaser a copy of The Condominium Buyers' Handbook. This handbook was prepared by the Michigan Department of Commerce, and Developer accepts no responsibility for its contents.

EXHIBIT A
DEVELOPMENT TEAM

<u>Function</u>	Name and Address	<u>Previous Condominium Experience</u>
Developer	Powell Custom Homes, L.L.C. 48962 24 th Street Mattawan, MI 49071	Yes
MANAGEMENT AGENT	None	N/A
REAL ESTATE BROKER	_____ _____	Yes
ESCROW AGENT	_____ _____	Yes
PROJECT ENGINEER	Civica Engineering 1503 E. Centre St. Suite C Portage, MI 49002	Yes

EXHIBIT B
SILVER OAKS SITE CONDOMINIUM
ASSOCIATION BUDGET FOR 2021

<u>Income</u>		
	Late Fee Income	
	Credit Card Transactions	
	Association Dues Income	\$ 4,414.30
	Monthly Incremental Insurance	
	Master Assoc. Monthly Dues	
	Buy-In Fee	
	Lien Filing Fee	
	Developer Contributions	
	Legal Fee	
Total Income		\$ 4,414.30
<u>Expenses</u>		
	Reserve for Future Management Fees*	
	Utilities	
	Street Light Utilities	
	Water Usage Expense	
	Trash Collection Expense	
	Snow Removal	
	Snow Removal - Driveways	
	Snow Removal - Roads	
	Snow Removal - Sidewalks	
	Sidewalk Salting	
	Road Salt	
	Snow Removal - CBU's	
	Snow Removal - Walking Trails	
	Mowing Service	
	Mowing Service - Common Areas	\$ 2,940.00
	Mowing Service - Units	
	Landscaping	
	Landscaping - Common Areas	
	Landscaping - Units	
	Fertilizing	
	Fertilizing - Common Areas	
	Fertilizing - Units	
	Insurance	\$ 723.00
	Association Dues	
	Misc. Repairs & Maintenance	
	Irrigation Maintenance	
	Walking Trails	
	Road Repair Reserve	
	Legal Services	
	Maintenance Sharing Agreement	
	Postage	\$ 100.00
	Accounting Services	\$ 250.00
	Bank Charges	
	Miscellaneous Expense	
Total Expenses		\$ 4,013.00
	10% Association Reserve	\$ 401.30
Net Income		\$ -

Total Lots	72
Total per Lot	\$ 61.31
Total per Month	\$ 367.86
Total per Year	\$ 4,414.30
Monthly	\$ 5.11
Quarterly	\$ 15.33
Semi-Annually	\$ 30.65
Annually	\$ 61.31

neither the state nor any person holds a tax title or lien, and that all taxes levied for the five calendar years preceding the date of this instrument have been paid, except that if checked here this certificate does not cover taxes for the most recent year because the delinquent tax roll for the same is not yet available.

L: 1691 P: 90 DMD
10/22/2019 02:57:40 PM Page: 1 of 23 Fee: \$ 35.00
LR-3372432 Register of Deeds - Van Buren County, MI

23/35

L: 1710 P: 70 REMD
12/02/2020 11:59:16 AM Page: 1 of 28 Fee: \$ 30.00
LR-3391411 Register of Deeds - Van Buren County, MI

18/30

Trisha M Nesbitt
Van Buren County Treasurer
10/22/19 [Signature]
Dated Initials

MASTER DEED of SILVER OAKS SITE CONDOMINIUM

Re-recording to add restrictions

This Master Deed is signed and delivered on October 18, 2019, by Powell Custom Homes, a Michigan Limited Liability Company, of 48962 24th Street, Mattawan, Michigan (Developer), on the terms and conditions set forth below. PLAN # 137

Section 1. ESTABLISHMENT OF CONDOMINIUM

1.1 Project. Developer is engaged in the development of a condominium project to be known as Silver Oaks Site Condominium (the Project), in Antwerp and Almeda Townships, Van Buren 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 83 unit 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

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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.

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 Silver Oaks Site 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 Silver Oaks Site 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 Powell Custom Homes, 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 in the Project, excepting any Unit that was previously conveyed by Developer and then repurchased by Developer.

m. *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.

n. *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.

o. *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.

p. *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.

q. *Project* or *Condominium* means Silver Oaks Site Condominium, a residential site condominium development of 83 Units established under the provisions of the Act.

r. *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.

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; the common sidewalks (if any); and the lawns, trees, shrubs, and other improvements not located within the boundaries of 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 underground sprinkling system, if any, for the Common Elements and 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. If it is required by Antwerp Township, or the Van Buren County Drain Commissioner, to repair or maintain drains, ditches or retention ponds situated on and serving the Silver Oaks Condominium Development, it will be the duty of the land owner to petition the Drain Commissioner to enact a 433 Agreement to include the Silver Oaks development into the intercounty drainage district for service of all drains. The agreement shall be between the landowner and the drain commissioner, and shall make the Van Buren County Drain Commissioner responsible for servicing the maintenance needs to all ditches and retention ponds within Silver Oaks Association;

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. **Water Wells.** the water well (including well shafts, pumps, and distribution lines) located within or beneath Unit boundaries and serving only the residence constructed on that Unit;

e. **Septic Systems.** the septic tank and drain field (including distribution lines) located within or beneath Unit boundaries and serving only the residence constructed on that Unit;

f. **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;

g. **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;

h. **Gas Supply System.** the LP gas tank and the gas line network and distribution system located within or beneath Unit boundaries and serving only the residence constructed on that Unit;

i. **Yard Lights.** the yard lights and bulbs installed on each yard area to illuminate the house number and driveway on that Unit;

j. **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

k. **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 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 snow removal of that portion of the General Common Element sidewalk (if any) crossing the Unit. 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. **Other Common Elements.** The cost of cleaning, decoration, maintenance, repair, and replacement of all Common Elements other than that described above (including the mowing

of all lawn areas accessible to large mowing equipment and the snow plowing of all drives and driveways accessible to truck-mounted equipment) shall be the responsibility of the Association, except for repair or replacement due to an act or the neglect of an Owner or an Owner's agent, invitee, family member, or pet.

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 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. WATER WELL RESTRICTIONS/ADVISORIES

5.1 Prior to construction of any Condominium Unit, the Developer must:

- A. Obtain a sanitation permit from the Van Buren County Health Department, Environmental Division.
- B. Obtain a well permit from the Van Buren County Health Department, Environmental Division.

5.2 All wells in the Condominium plat must pass through an impervious clay layer or be at least 107 feet in depth and have at least a 50 foot submergence.

5.3 Due to iron concentrations exceeding the secondary maximum contaminate level, a water treatment system may be desired.

The above restrictions must run in perpetuity and will only be waived by the Van Buren County Health Department.

Section 6. UNITS

6.1 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.

6.2 Percentage of Value. The percentage of value assigned to each Unit shall be equal. Therefore, each Unit will have a percentage of value which, multiplied by 83 Units, equals 100% percent. 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.

6.3 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 7. EXPANDABILITY OF THE CONDOMINIUM

7.1 Future Development Area. The Project established by this Master Deed consists of 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 100 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).

7.2 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.

7.3 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.

7.4 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.

7.5 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.

7.6 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 8. CONTRACTABILITY OF CONDOMINIUM

8.1 Limit of Unit Contraction. The Project established by this Master Deed consists of 83 Units and may, at the election of the Developer, be contracted to a minimum of 100 Units.

8.2 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 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.

8.3 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.

8.4 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.

8.5 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.

Section 9. CONVERTIBLE AREAS

9.1 Limits of Conversion. The Project established by this Master Deed initially consists of Condominium Units and may, at Developer's election, be increased by the creation of a maximum of 17 additional Units within the Convertible Areas defined in section 8.2.

9.2 Conversion Rights. 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 initial recording of the Master Deed be increased by the conversion of all or any part of the Common Elements designated as Convertible Areas on the Condominium Subdivision Plan into additional Condominium Units or Limited Common Elements appurtenant to Units. Developer may also, in connection with the conversion, readjust Percentages of Value for all Units in the Project in a manner that gives reasonable recognition to the total number of Units, based on the method of original determination of Percentages of Value.

9.3 Conversion Not Mandatory. There is no obligation on the part of the Developer to convert any part of the Convertible Area, to convert portions of the area in any particular order, or to construct particular improvements on any converted Unit. Other than as provided in this section, there are no restrictions or limitations on Developer's right to create additional Units or on the portion or portions of the Convertible Area that may be converted, the time or order of the conversions, or the number of Units or Common Elements that may be converted.

9.4 Amendments to the Master Deed. An increase in the number of Units by exercise of the Developer's conversion rights 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 proportionately adjust the Percentages of Value assigned by section 5.2 to preserve a total value of 100 percent for the entire Project.

9.5 Redefinition of Common Elements. Conversion amendments to the Master Deed by Developer may contain further definitions and redefinitions of General or Limited Common Elements as Developer determines are necessary or desirable to adequately describe, serve, and provide access to the additional Units 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.

9.6 Additional Provisions. Any amendments to the Master Deed by Developer for conversion purposes may also contain provisions Developer determines are necessary or desirable (a) to create easements burdening or benefiting portions of the Units being added to the Project and (b) to create or change restrictions or other terms and provisions affecting the additional Units 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.

Section 10. EASEMENTS

10.1 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. 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 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

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.

10.2 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 and

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. The easements described in this section are subject to payment by the owners of the benefited property of a reasonable share of the cost of maintenance and repair of the improvements constructed on the easements.

Section 11. AMENDMENT, TERMINATION, AND WITHDRAWAL

11.1 Pre-conveyance 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.

11.2 Post-conveyance 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.

11.3 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.

11.4 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 12. 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.

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

DEVELOPER

By: William A. E. Wilcox

William A. E. Wilcox
Its Member

STATE OF MICHIGAN)
VAN BUREN COUNTY)

Acknowledged before me in Van Buren County, Michigan on 10-18-19, by William A. E. Wilcox, Member, of Powell Customer Homes, LLC, a Michigan Limited Liability Company, on behalf of the Company.

Tania Sheeley
Notary Public
Van Buren County, State of Michigan
My Commission Expires: 1-19-2021

TANIA SHEELEY
Notary Public, State of Michigan
County of Van Buren
My Commission Expires Jan. 19, 2021
Acting in the County of Van Buren

Drafted by
Brian Deurios
P.O. Box 329
Schoolcraft, MI 49087

EXHIBIT A TO THE CONDOMINIUM ASSOCIATION BYLAWS FOR
SILVER OAKS SITE CONDOMINIUM ASSOCIATION
(WHICH BYLAWS ARE AN EXHIBIT TO THE MASTER DEED
FOR THE SILVER OAKS SITE CONDOMINIUM ASSOCIATION)

RESTRICTIONS FOR THE SILVER OAKS SITE CONDOMINIUM ASSOCIATION

WHEREAS, set forth below are certain covenants and restrictions established by the Developer of the Silver Oaks Site Condominium Association (sometimes referred to as "Condominium" or "Condominium Project"), which shall bind and benefit all of the Co-Owners of any Units in the Condominium and the Silver Lakes Site Condominium Association. It is the intent of the Developer that these Restrictions shall bind and benefit any future Units of the Condominium; and

WHEREAS, as set forth herein, the following definitions shall apply:

"Developer" shall mean the developer of the Condominium which shall be Powell Custom Homes, LLC, or any successor developer who owns the Condominium Premises;

"Association" shall mean the Silver Oaks Site Condominium Association as set forth in the Condominium Documents for the Condominium Association; and

"Co-Owner(s)" shall mean any person(s) or entity(ies) which has or have the exclusive, or who shares, fee simple Co-Ownership interest in any Unit in the Condominium, and to the extent that Co-Owners are prohibited from taking any action or activity under these Restrictions, the prohibition shall extend to any of the Co-Owner's agents, representatives, contractors, tenants, subtenants, visitors, mortgagees, and all other parties acting on behalf of any Co-Owners or who have an interest in the Unit or who are located on the premises described in Article II of the Master Deed which contains the entire Condominium (the "Condominium Premises"); and

WHEREAS, all other capitalized terms shall, unless expressly defined in these Restrictions, have the same meaning as they are defined in any of the Condominium Documents for the Condominium Association.

NOW, THEREFORE, the following are the initial restrictions and covenants pertaining to the Condominium Association:

Section 1. All Units within the Condominium shall be used for single family, residential purposes only. No residence shall be erected, altered, placed, or permitted to remain on any Unit except one single family residence with an attached private garage for not less than two (2) cars nor more than four (4) cars. A private attached garage for the sole use of the respective Co-Owner or occupant of the Unit upon which said building house is erected may also be erected and maintained. Except for the uses put to any Units by Developer, no commercial, professional, or other activity or use will be allowed at the Condominium except with the written consent of the Developer or Association. A Co-Owner of a Unit may lease the residence, but only for single family use. No multiple dwelling unit of any type or description shall at any time be erected upon any Unit or any part thereof.

Section 2. All Co-Owners of any Units must maintain their residence and all other structure and grounds within the Unit in a neat and attractive manner.

Section 3. No area within the Condominium Premises may be used to park any vehicle or any other motorized or self-propelled equipment ("Vehicle(s)") or thing except on the driveway of a Unit, or inside a Unit Garage. No commercial vehicles, including, but not limited to, cab trucks, semis, delivery trucks, taxis, or any other such vehicle may be parked within the Condominium Premises at any time. All recreational Vehicles or equipment, including, but not limited to, mobile homes, tent campers, boats, boat trailers, snowmobiles, snowmobile carriers, horse trailers, canoes, dune buggies, motorcycle carriers, and the like, may only be parked, temporarily or otherwise, at the Condominium Premises. This Section shall not apply to a builder contractor's job site trailer or storage trailer or the reasonable use of construction vehicles by the Developer.

Section 4. No residence or other structure shall be commenced, erected or maintained, nor shall any exterior addition to or change or alteration of any structure be made, until the plans and specifications showing the design, height, materials, color scheme, location on Lot, and the grading plan of the Lot to be built upon, shall have been submitted to and approved in writing by the Association and a copy of the plans and specifications shall have been permanently filed with the Association.

The Association shall have the right to refuse to approve any such plans or specifications or grading plans which are not suitable or desirable, in its opinion, for aesthetic or other reasons; and in so passing upon such plans, specifications and grading, it shall have the right to take into consideration the suitability of the proposed residence to be built on the Lot, and the harmony of it with the natural features of the Property and with any residences that may have been constructed on other portions of the Property. The purpose of this paragraph is to cause the Property to be developed into a harmonious, private residential area, and if a disagreement on the points set forth in this paragraph should arise, the decision of the Association shall control. The Association must also approve the style location of any mail and/or paper receptacles. In the event the Association shall have failed to approve or disapprove such plans and specifications in writing within thirty (30) days after the same shall have been delivered, then the same shall be deemed to have been approved, provided that the plans and specifications and the location of the residence on the Lot conform to and are in harmony with existing residences on the Property, these restrictions and applicable zoning laws and building code.

Section 5. One (1) story residential homes shall contain a minimum of 1,400 square feet on the first floor living space, exclusive of porches or other attachments to the principal residence.

Section 6. One and a half (1 ½) story residential homes shall contain at least 700 square feet of the first floor living space and shall contain a total of at least 1,600 square feet of living space.

Section 7. Full two (2) story residential homes shall contain at least 700 square feet of first floor living space and shall contain a total of at least 1,800 square feet of living space.

Section 8. These minimum square footage requirements for the homes as set forth above shall not include porches, garages, walkout basements, and all other inaccessible and non-living areas, such as attics and storage areas.

Section 9. Units in the Condominium shall be seeded or sodded, and suitably landscaped - within six (6) months from the time a residence is substantially constructed. All landscaping shall be aesthetically pleasing and well maintained.

Section 10. Topographical changes, driveway pavement, building or roof construction within the Condominium Premises shall not interfere with the natural drainage from one Unit to another. This provision shall not be construed to require the alteration of the natural draining from one Unit to another.

Section 11. No noxious or offensive activity shall be carried on at or upon the Condominium Premises (as defined by the Developer or Association), nor shall anything be done thereon which may be or become an annoyance or nuisance to the other Co-Owners in the Condominium or the neighborhood, including foul or unpleasant odors, loud music, bright lights, and other nuisance activities.

Section 12. All General Common Elements for the Condominium, including, but not limited to, the streets, sidewalks, landscaping, lawn, shrubbery, recreational areas (if any), curbs, storm drainage, and all other similar or dissimilar areas, shall be maintained, repaired, or replaced by the Condominium Association, and not by the individual Co-Owners. Notwithstanding the foregoing, the Developer shall have the right to place on the General Common Elements any structure, including any decorative gates, walls, fences, or lights, and all such structures shall be maintained by the Association. In addition, Developer may erect landscaping, bushes, and sprinkler systems on the General Common Elements, and maintenance of all said improvements shall be made by the Association.

Section 13. No sign of any kind shall be displayed to the public view on any Unit except signs of not more than (5) square feet advertising the unit for sale or rent and provided the same are placed and maintained by the Co-Owner. The Developer and/or Association shall have the right to erect and maintain larger signs identifying and marketing the Condominium.

Section 14. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on the Condominium Premises except that dogs, cats, and other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. In addition, all pets must be on a leash or otherwise controlled by the Co-Owner and Co-Owners shall clean up after their pets and shall be fully responsible for any damages, costs, expense, or liabilities, of any nature, including all personal injuries and property damage, cause by their pets. In addition, the Developer or Association shall have the right to adopt reasonable rules and regulations with respect to household pets as they may deem proper and Developer may, at any time and for any or no reason, revoke the right of a Co-Owner or other occupant from keeping a pet on the Condominium Premises.

Section 15. No rubbish, junk, materials, inoperative vehicles, machinery, or objectionable or valueless objects shall be permitted to accumulate or remain on the Condominium Premises.

Section 16. All Co-Owners shall obtain all the necessary permits, licenses, and approvals for the construction of any residence or structure, including, but not limited to, any building permit, health department permit, driveway permit, and soil erosion permit.

Section 17. Developer shall have the sole and exclusive right at any time, and from time to time, to transfer and assign to any person, firm, or corporation, including but not limited to, the

Association, any or all rights, powers, easements, privileges, authorities, and reservations given to or reserved by the Developer or Association under these Restrictions.

Section 18. Developer and/or Association (collectively "Developer" for purposes of this Section) reserve and shall have the sole and exclusive right to modify, add, alter and/or amend these restrictions. All such modifications or restrictions shall be recorded.

Section 19. The Developer shall be the Association until it executes and delivers to the Association a written transfer of each function. This shall take place not later than when Developer has disposed of all Units in the Condominium and all property in the Condominium which is not designated for Units. At any time, Developer may designate one or more representatives to perform its function as the Association. After transfer of said rights of Developer to the Association, its Board of Directors shall constitute the governing body of the Association and shall form an Architectural Control Committee - hereinafter referred to as the "ACC").

Section 20. Whenever a violation of these Restriction exists, the Developer, Association, or ACC, as the case may be, shall have the right but not the obligation, to enter upon the Unit to remove the violation and such entry and abatement or removal shall not be deemed a trespass or make the Developer, Association, or ACC liable for any damages that result from such abatement. In the event that the Developer, Association, or ACC shall sue to enforce any of the restrictions set forth herein, against any Co-Owner or person, then all attorney's fees and costs incurred by said parties shall be paid by the offending Co-Owner(s) and other persons against whom the proceedings were commenced, if any part of the relief sought by the Developer, Association or ACC shall be granted by the court. The remedies set forth in these restrictions shall be cumulative and not exclusive.

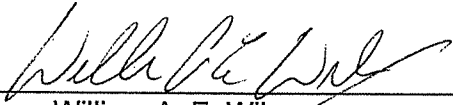
Section 21. No Co-Owner may impose any additional covenants or restrictions on any part of the Condominium except as set forth herein.

Section 22. Notwithstanding anything contained in the Master Deed or Bylaws to the contrary, these original Restrictions may only be modified or amended by effect vote case on behalf of not less than 50% of the Units subject to these Restrictions at any duly called regular or special meeting of the members of the Association or by the execution of a written instrument of modification or amendment by the persons who are the Unit Co-Owners of 50% of such Units; provided, however, that these Restrictions shall not be subject to immediate modification or amendment by the process hereinbefore set forth, but shall continue in force and effect for a period of five (5) years after the date of these Restrictions are recorded, and thereafter, these Restrictions shall be automatically extended for successive periods of five (5) years unless, any time after said 5 year period, an instrument signed by the then Unit Co-Owners of not less than 50% of the Units in the Condominium have been recorded for the purpose of changing said restrictions, in whole or in part, as set forth in such instrument.

End of Restrictions

Developer:

Powell Custom Homes, LLC
A Michigan limited liability Company

By: 
William A. E. Wilcox
Its: Member

VAN BUREN COUNTY CONDOMINIUM SUBDIVISION PLAN No. 137
 EXHIBIT "B" TO THE MASTER DEED OF
SILVER OAKS

ALMENA AND ANTWERP TOWNSHIPS, VAN BUREN COUNTY, MICHIGAN

ATTENTION COUNTY REGISTER OF DEEDS
 THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE. WHEN A NUMBER HAS BEEN ASSIGNED TO THIS PROJECT, IT MUST BE PROPERLY SHOWN IN THE TITLE SHEET 1, AND THE SURVEYORS CERTIFICATE, SHEET 2.

PROPERTY DESCRIPTION IN ALMENA TOWNSHIP:

BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 35, TOWN 2 SOUTH, RANGE 13 WEST; THENCE S89°47'54"W, ALONG THE SOUTH SECTION LINE, 59.12 FEET TO THE NORTH QUARTER CORNER OF SECTION 2, TOWN 3 SOUTH, RANGE 13 WEST; THENCE S89°46'43"W, ALONG THE SOUTH LINE OF SECTION 35, TOWN 2 SOUTH, RANGE 13 WEST, 1252.17 FEET TO THE WEST EIGHTH LINE OF SECTION 35; THENCE N00°00'30"W, ALONG SAID LINE, 33.00 FEET; THENCE N89°46'43"E, PARALLEL WITH THE SOUTH SECTION LINE, 235.78 FEET; THENCE N00°00'30"W, PARALLEL WITH THE WEST EIGHTH LINE, 741.69 FEET; THENCE S89°46'43"W, PARALLEL WITH THE SOUTH SECTION LINE, 235.78 FEET TO THE WEST EIGHTH LINE; THENCE N00°00'30"W, ALONG SAID LINE, 66.00 FEET; THENCE N89°46'43"E, PARALLEL WITH THE SOUTH SECTION LINE, 214.50 FEET; THENCE N00°00'30"W, PARALLEL WITH THE WEST EIGHTH LINE, 812.41 FEET TO THE NORTH LINE OF THE SOUTH 50 ACRES OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 35; THENCE N89°57'32"E, ALONG SAID LINE, 1099.55 FEET TO THE NORTH AND SOUTH QUARTER LINE; THENCE S00°05'16"W, ALONG SAID LINE, 1649.67 FEET TO THE POINT OF BEGINNING. CONTAINING 41.76 ACRES, MORE OR LESS. SUBJECT TO THAT PORTION ALONG THE WEST SIDE THEREOF AS BEING USED FOR HIGHWAY PURPOSES. ALSO SUBJECT TO ANY EASEMENTS AND RESTRICTIONS OF RECORD. **80-01-035-027-00** π

PROPERTY DESCRIPTION IN ANTWERP TOWNSHIP:

BEGINNING AT THE NORTH QUARTER CORNER OF FRACTIONAL SECTION 2, TOWN 3 SOUTH, RANGE 13 WEST; THENCE S00°19'49"E, ALONG THE NORTH AND SOUTH QUARTER LINE OF SAID SECTION AND ALONG THE WEST LINE OF THE PLAT OF BROWNSTONE AS RECORDED IN LIBER 8 OF PLATS, PAGE 160, VAN BUREN COUNTY RECORDS, 1455.26 FEET TO THE NORTHEAST CORNER OF LOT 12 IN THE PLAT OF SILVER OAKS, AS RECORDED IN LIBER 8 OF PLATS, PAGE 165, VAN BUREN COUNTY RECORDS; THENCE S89°41'27"W, ALONG THE NORTH LINE OF THE PLAT OF SILVER OAKS, 643.20 FEET; THENCE N00°50'54"W 132.48 FEET (RECORDED AS 132.00 FEET); THENCE S89°18'28"W 330.00 FEET; THENCE N00°50'54"W (RECORDED AS N0°31'00"W) 580.00 FEET; THENCE S89°38'11"W 77.78 FEET; THENCE N00°21'54"W 508.07 FEET; THENCE S89°38'11"W 22.00 FEET; THENCE N00°21'54"W 205.69 FEET; THENCE S89°46'43"W 236.25 FEET TO THE WEST EIGHTH LINE OF SAID SECTION; THENCE N00°50'54"W, ALONG SAID LINE, 33.00 FEET TO THE NORTH LINE OF FRACTIONAL SECTION 2; THENCE N89°46'43"E, ALONG SAID NORTH SECTION LINE, 1316.41 FEET TO THE POINT OF BEGINNING. CONTAINING 33.33 ACRES, MORE OR LESS. SUBJECT TO THAT PORTION ALONG THE WEST SIDE THEREOF AS BEING USED FOR HIGHWAY PURPOSES. ALSO SUBJECT TO ANY EASEMENTS AND RESTRICTIONS OF RECORD.

80-02-002-003-50

SHEET INDEX


1. COVER SHEET
2. SURVEY PLAN-ALMENA
3. SURVEY PLAN-ANTWERP
4. SITE PLAN-ALMENA
5. SITE PLAN-ANTWERP
6. UTILITY/EASEMENT PLAN-ALMENA
7. UTILITY/EASEMENT PLAN-ANTWERP

DEVELOPER:

POWELL CUSTOM HOMES
 P.O. BOX 605
 48962 24TH STREET, MATTAWAN, MI 49071
 (269) 668-5227

SURVEYOR:

STEPHENSON LAND SURVEYING
 27873 WHITE STREET
 CASSOPOLIS, MI 49031
 (269) 445-8903


 THOMAS A. STEPHENSON
 PROFESSIONAL LAND SURVEYOR #46689
 STEPHENSON LAND SURVEYING
 27873 WHITE STREET
 CASSOPOLIS, MICHIGAN, 49031

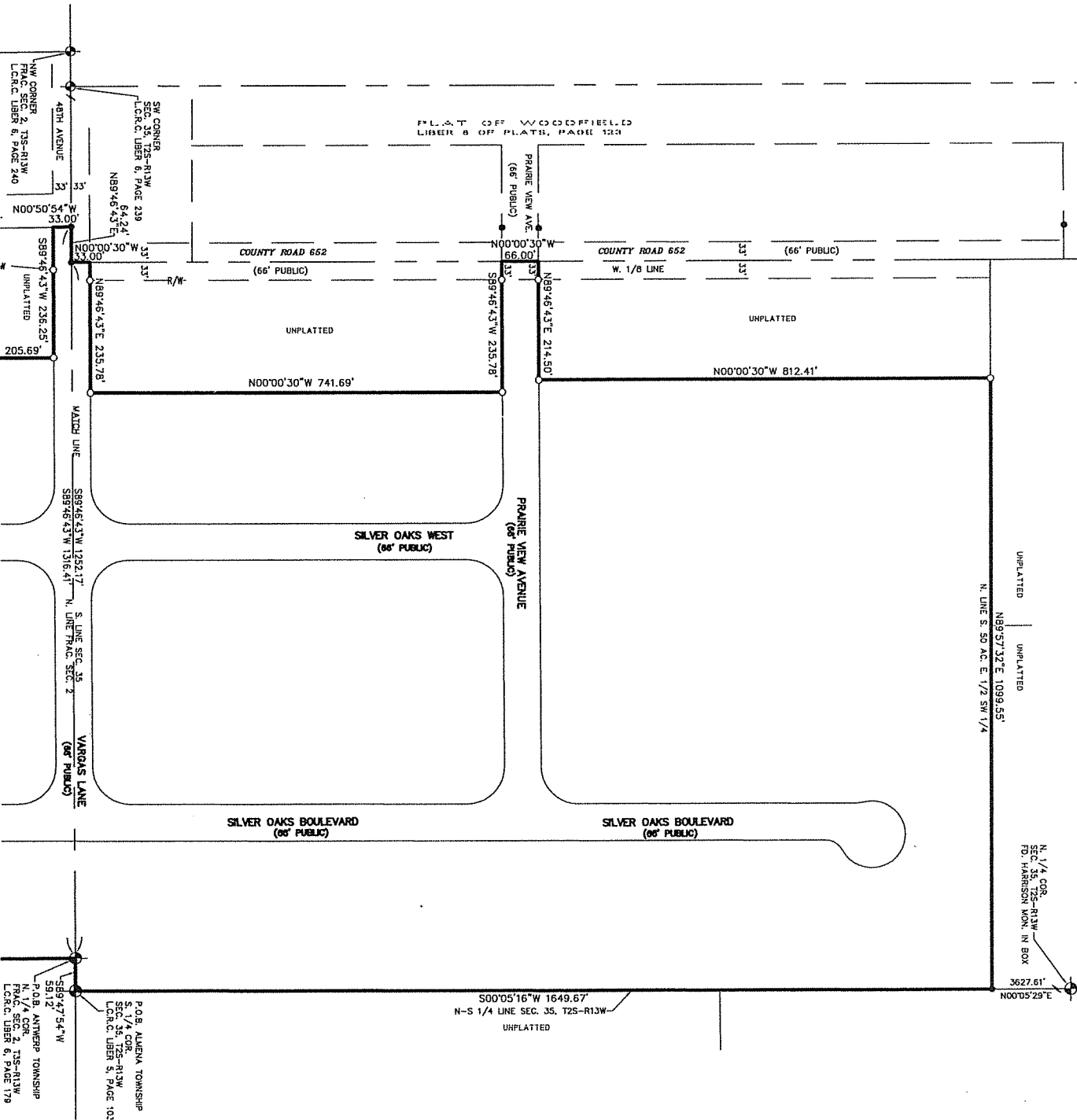
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 CASSOPOLIS, MICHIGAN 49031
 (269) 445-8903

THOMAS A. STEPHENSON
 PROFESSIONAL LAND SURVEYOR
 #46689

COVER SHEET PART OF SEC. 35
 SILVER OAKS SEC. 2, ANTWERP

18500



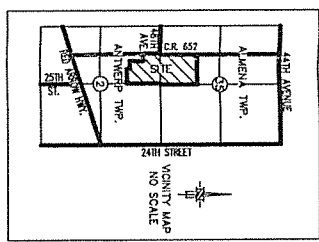
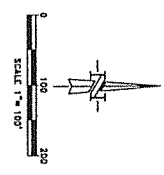
UNPLATTED
UNPLATTED
N. LINE S. 50 AC. E. 1/2 SW 1/4
N89°57'32\"/>

N. 1/4 COR.
SEC. 35, T25-R13W
FD. HARRISON MON. IN BOX

S00°05'16\"/>

P.O.B. ALVENA TOWNSHIP
S. 1/4 COR.
SEC. 35, T25-R13W
L.C.R.C. UBER 5, PAGE 103

P.O.B. ANTIWERP TOWNSHIP
N. 1/4 COR.
SEC. 2, T25-R13W
L.C.R.C. UBER 6, PAGE 178



- LEGEND**
- CONCRETE MONUMENT FOUND
 - CONCRETE MONUMENT SET
 - IRON FOUND
 - UNDERGROUND PROPERTY BOUNDARY
 - EASEMENT LINE
 - RIGHT OF WAY LINE
 - ⊙ COORDINATE POINT
 - GENERAL COMMON ELEMENT
 - ▨ LIMITED COMMON ELEMENT

- GENERAL NOTES:**
1. AN 1/2" X 1/2" DIA. IRON ROD HAS BEEN PLACED AT ALL LOT CORNERS. A CONCRETE MONUMENT BEING 1/2" REBAR ENCLOSED IN 4" CONCRETE 35" LONG HAS BEEN PLACED AT ALL BOUNDARY CORNERS AND POINT OF CURVATURE EXCEPT AS NOTED.
 2. THE BEARING BASIS IS USING THE PLATS OF SILVER OAKS & BROWNSTONE.
 3. THE COORDINATE VALUES SHOWN WERE ASSUMED.
 4. ALL ROADWAYS ARE TO BE PUBLIC AND DEDICATED TO THE VAN BUREN COUNTY ROAD COMMISSION AND MUST BE BUILT.

SURVEYORS CERTIFICATE:

1. THOMAS A. STEPHENSON, PROFESSIONAL LAND SURVEYOR OF THE STATE OF MICHIGAN HEREBY CERTIFY:

THAT THE SUBDIVISION PLAN KNOWN AS SILVER OAKS, VAN BUREN COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 1040 HAD BEEN MADE UNDER MY SUPERVISION AND THAT THE BEARINGS, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY OF THE LANDS AND PROPERTY;

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 THE 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 THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

THOMAS A. STEPHENSON
PROFESSIONAL LAND SURVEYOR #46688
STEPHENSON LAND SURVEYING
27873 WHITE STREET
CASSOPOLIS, MICHIGAN, 49031

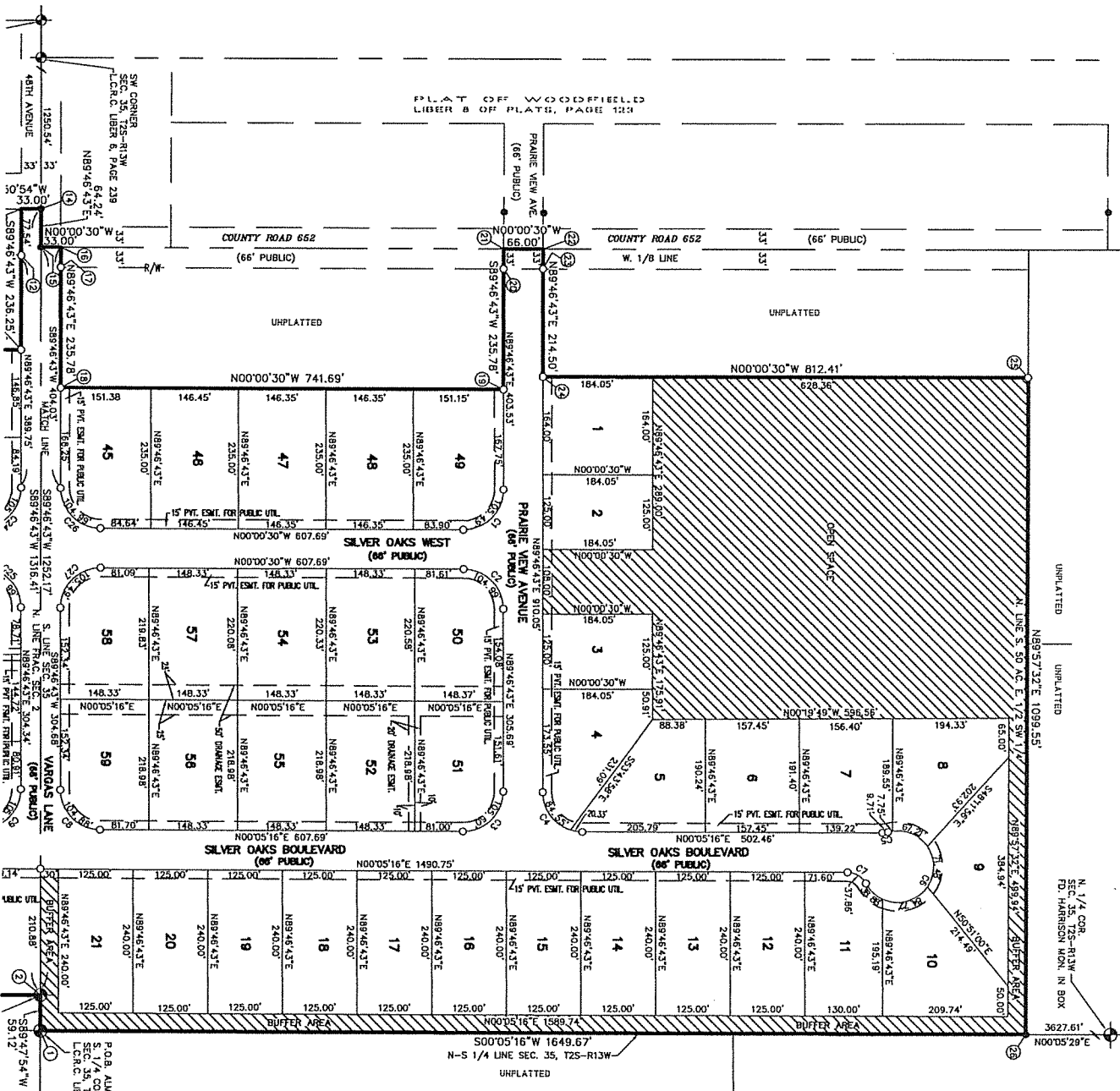
STEPHENSON LAND SURVEYING

27873 WHITE STREET
CASSOPOLIS, MICHIGAN 49031
(269) 445-8803

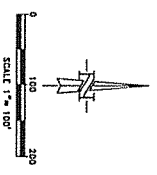
DATE	11/24/17
BY	TAS
PROJECT	SILVER OAKS SURVEY PLAN ALVENA TOWNSHIP
FILE NO.	ALVENA & SEC. 2, ANTIWERP

15500

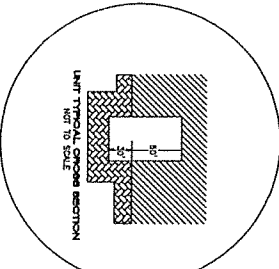
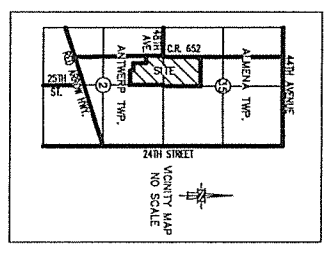




CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	105.49'	67.00'	N45°08'54"W	94.83'
C2	104.99'	67.00'	S44°53'06"W	94.58'
C3	105.60'	67.00'	S45°04'01"E	95.01'
C4	104.89'	67.00'	N44°55'59"E	94.50'
C5	97.21'	65.00'	N07°51'47"W	91.58'
C6	270.04'	60.00'	N66°52'31"W	93.34'
C7	37.66'	35.00'	S110°43'27"W	36.04'
C8	104.88'	67.00'	S44°55'59"W	94.50'
C9	105.60'	67.00'	S45°04'01"E	95.01'
C10	105.27'	67.00'	S45°04'39"W	94.74'
C11	105.22'	67.00'	S02°48'51"W	91.69'
C12	92.03'	67.00'	S02°48'51"W	91.69'
C13	98.31'	103.00'	S02°48'51"W	98.27'
C14	98.31'	103.00'	S02°48'51"W	98.27'
C15	98.67'	103.00'	S02°48'51"W	98.62'
C16	105.47'	67.00'	S44°55'42"W	106.42'
C17	105.18'	67.00'	S45°02'13"E	94.80'
C18	105.18'	67.00'	N45°20'13"E	94.71'
C19	208.39'	133.00'	N45°20'13"E	186.00'
C20	76.81'	487.00'	N05°04'37"W	76.32'
C21	87.67'	533.00'	N05°04'37"W	87.67'
C22	50.99'	533.00'	N04°53'55"W	50.99'
C23	79.72'	487.00'	N04°53'55"W	79.82'
C24	105.46'	67.00'	N45°08'52"W	94.53'
C25	104.98'	67.00'	S44°53'09"W	94.53'
C26	104.98'	67.00'	S44°53'09"W	94.53'
C27	105.49'	67.00'	S45°08'54"E	94.53'



POINT NO.	NORTHING	EASTING
1	9444.4330	-4569.0804
2	9444.4330	-4728.2020
3	7989.0928	-4719.8133
4	7985.6221	-5353.0050
5	8118.0922	-5364.9434
6	8114.1048	-5694.9434
7	8894.0423	-5703.5307
8	8883.5285	-5781.2223
9	9201.9125	-5784.2587
10	9407.1549	-5807.8858
11	9406.5414	-5966.5748
12	9406.2416	-6004.1127
13	9439.2400	-6044.6013
14	9439.2400	-5980.3550
15	9472.4888	-5980.3558
16	9472.4888	-5974.3598
17	9473.4000	-5724.5904
18	10215.0893	-5724.5988
19	10215.0893	-5874.7180
20	10215.0893	-5980.4876
21	10280.5054	-5980.4876
22	10280.5054	-5974.4877
23	10281.0071	-5765.9578
24	10281.0071	-5765.9578
25	11093.4194	-5766.1063
26	11094.2050	-4569.5550



ALBERTA TOWNSHIP SETBACKS.
 FRONT YARD: 50'
 REAR YARD: 25'
 SIDE YARD: 20'

ASTORIA TOWNSHIP SETBACKS.
 FRONT YARD: 40'
 REAR YARD: 15'
 SIDE YARD: 15'

GENERAL NOTES:

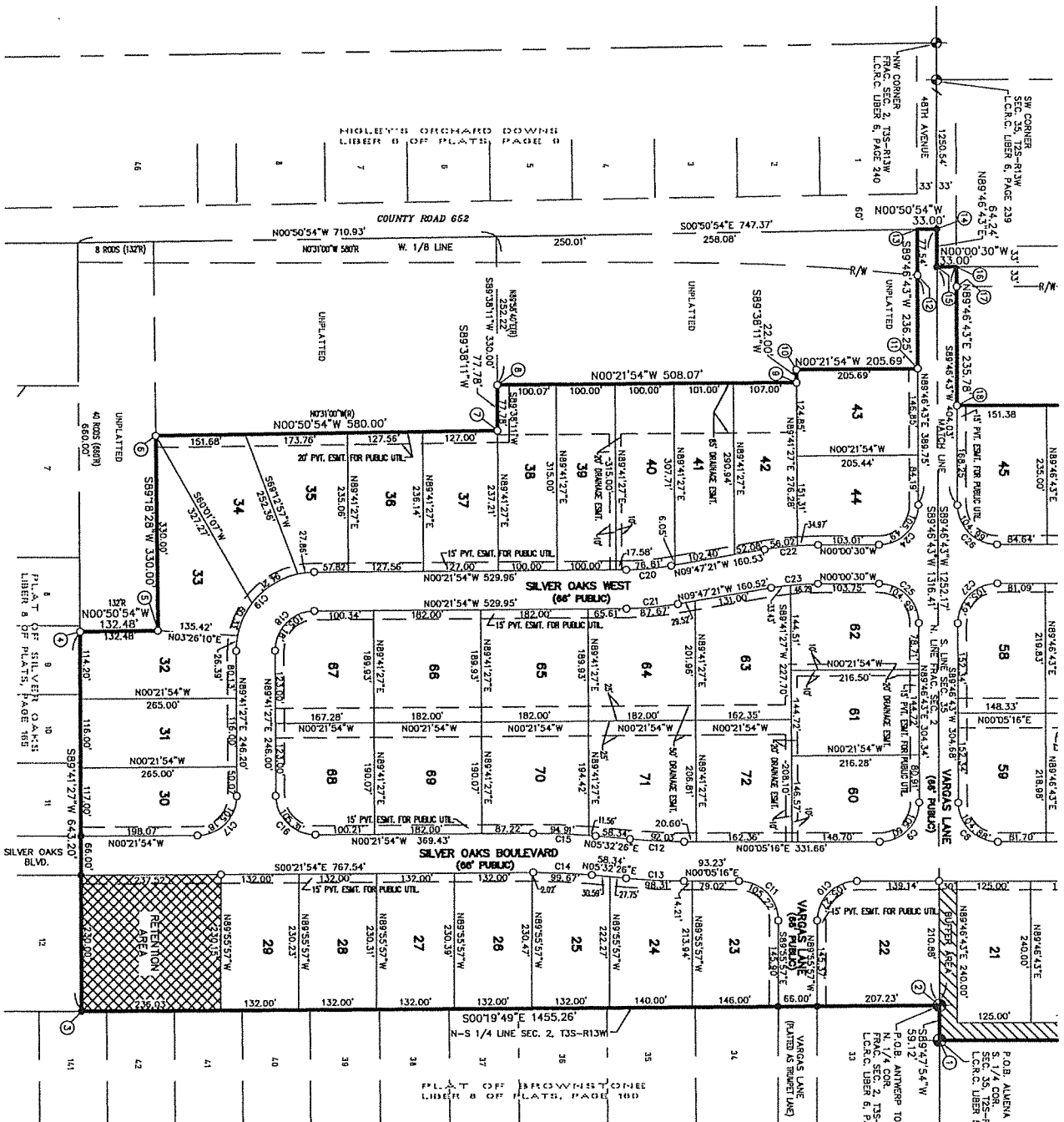
1. ALL 1/2" x 1/2" DIA. IRON ROD HAS BEEN PLACED AT ALL LOT CORNERS IN 4" CONCRETE. 3/4" LONG HAS BEEN PLACED AT ALL BOUNDARY CORNERS AND POINT OF CURVATURE EXCEPT AS NOTED.
2. ALL ROADWAYS ARE TO BE PUBLIC DEDICATED TO THE VAN BUREN COUNTY ROAD COMMISSION AND MUST BE BUILT.

STEPHENSON LAND SURVEYING
 27873 WHITE STREET
 CASSIDIPOLIS, MI 48031

BY TRIANGLE A SURVEYOR
STEPHENSON LAND SURVEYING
 PROFESSIONAL SURVEYOR
 NO. 4588
 (689) 445-8803

27873 WHITE STREET
 CASSIDIPOLIS, MI 48031
 (689) 445-8803

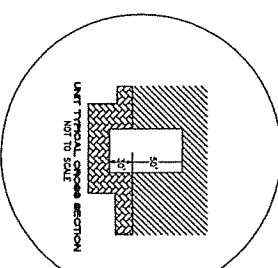
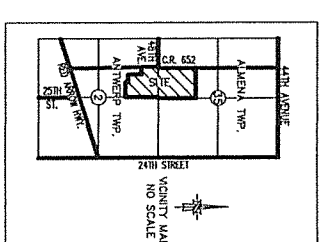
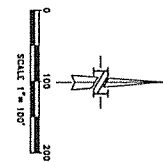
SILVER OAKS-SITE PLAN-ALBERTA TWP.
 PART OF SEC. 35, ALBERTA TOWNSHIP
 VAN BUREN CO., MI. 18500



CURVE NO.	CURVE ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	105.49'	67.00'	N45°06'54"W	94.93'
C2	104.99'	67.00'	S44°53'08"W	94.58'
C3	105.60'	67.00'	S45°04'01"E	95.01'
C4	104.88'	67.00'	N44°55'58"E	94.50'
C5	9.71'	35.00'	N07°51'47"W	9.68'
C6	270.04'	60.00'	N68°52'31"W	33.34'
C7	37.86'	35.00'	S31°04'32"W	36.04'
C8	104.88'	67.00'	S44°55'58"W	94.50'
C9	105.60'	67.00'	S45°04'01"E	95.01'
C10	105.27'	67.00'	N44°55'21"W	94.71'
C11	105.22'	67.00'	S45°04'39"W	94.71'
C12	92.03'	67.00'	S02°48'51"W	91.99'
C13	98.31'	103.00'	S02°48'51"W	98.27'
C14	99.67'	103.00'	S02°35'16"W	99.62'
C15	105.41'	103.00'	S44°39'47"W	106.42'
C16	105.31'	67.00'	S45°20'13"E	94.71'
C17	105.18'	67.00'	S45°20'13"E	94.71'
C18	105.18'	67.00'	N45°20'13"W	188.00'
C19	208.79'	533.00'	N05°04'37"W	87.57'
C20	78.81'	533.00'	N05°04'37"W	76.73'
C21	87.67'	533.00'	N04°53'55"W	90.86'
C22	90.99'	67.00'	N04°53'55"W	79.62'
C23	79.22'	67.00'	N04°53'55"W	94.93'
C24	105.49'	67.00'	S44°53'08"W	94.58'
C25	104.99'	67.00'	S44°53'08"W	94.58'
C26	104.99'	67.00'	S45°06'54"E	94.93'
C27	105.49'	67.00'	S45°06'54"E	94.93'

FOOTING NO.	NORTHING	EASTING
1	9444.5380	-4659.0804
2	9444.5390	-4728.2020
3	7989.0928	-4719.8133
4	7989.6221	-5363.0060
5	8118.0922	-5354.9975
6	8118.1049	-5594.9934
7	8894.0423	-5703.5307
8	8991.8125	-5711.5479
9	8901.4728	-5506.5883
10	9207.1549	-5507.8685
11	9406.5414	-5956.5748
12	9406.2416	-6044.1127
13	9439.2400	-6044.6013
14	9439.4883	-5980.3550
15	9472.4886	-5980.3599
16	9472.8181	-5947.3599
17	9473.4000	-5744.5804
18	10212.0054	-5647.4780
19	10214.7778	-5980.4876
20	10280.1778	-5947.4877
21	10280.3054	-5947.4877
22	10280.3054	-5765.9878
23	10281.0071	-5765.9878
24	11093.4194	-5765.1063
25	11094.2080	-4656.5550
26		

COORDINATE TABLE



GENERAL NOTES:

- AN 18" X 1/2" DIA. IRON ROD HAS BEEN PLACED AT ALL LOT CORNERS. A CONCRETE MONUMENT BEING 1/2" REAR BOUNDARY CORNERS AND POINT OF CURVATURE EXCEPT AS NOTED.
- ALL ROWWAYS ARE TO BE MAINTAINED AND DELETED TO THE VAN BURGH COUNTY ROAD COMMISSION AND MUST BE BUILT.

ALMENA TOWNSHIP SETBACKS:
 FRONT YARD: 50'
 REAR YARD: 25'
 SIDE YARD: 20'

ANTWERP TOWNSHIP SETBACKS:
 FRONT YARD: 40'
 REAR YARD: 15'
 SIDE YARD: 15'

STEPHENSON LAND SURVEYING
 21703 WINDY STREET
 CASSOPOLIS, WI 53001
 BY THOMAS A. STEPHENSON
 PROFESSIONAL SURVEYOR #18899

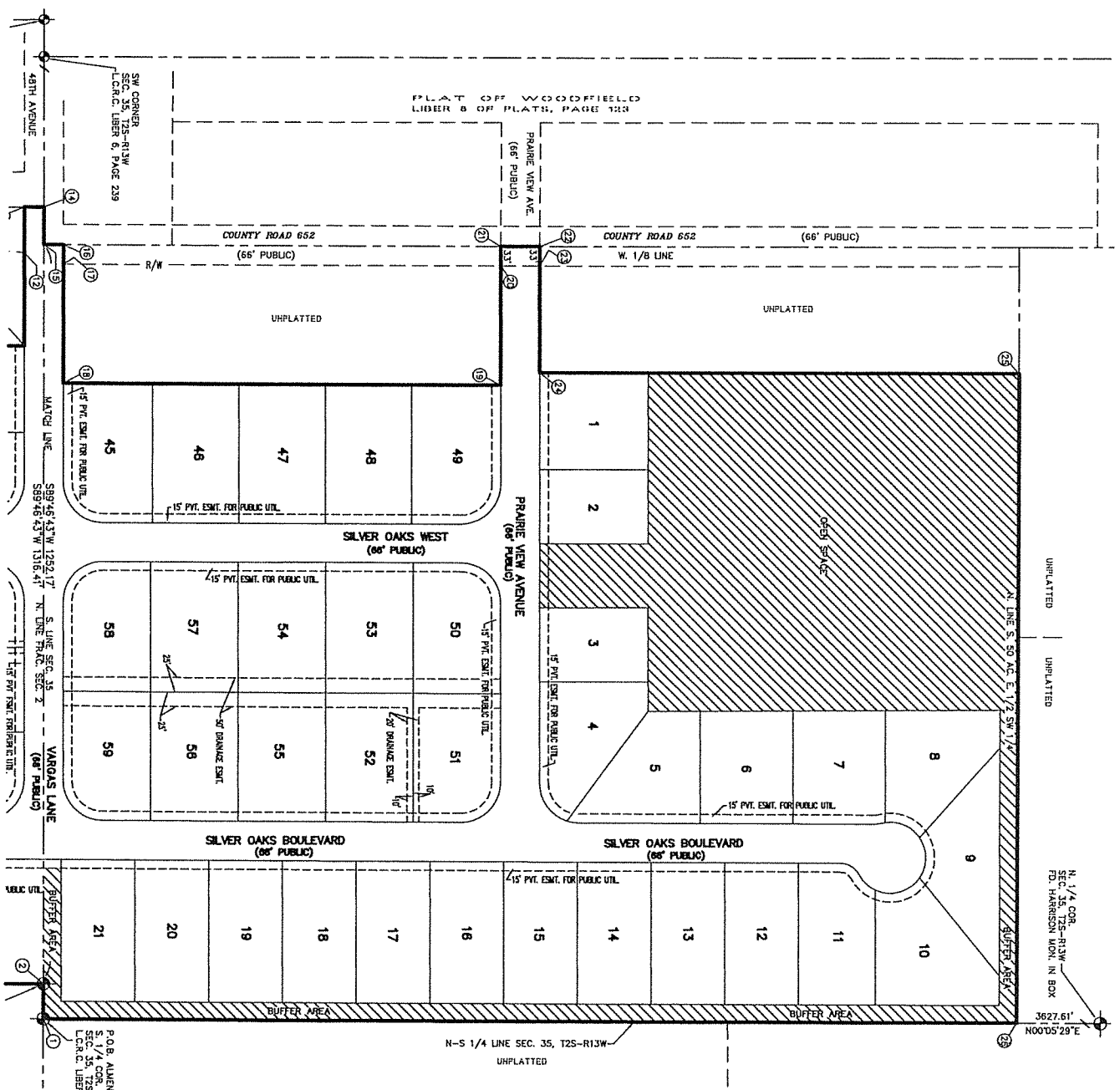
STEPHENSON LAND SURVEYING

27873 WHITE STREET
 WISCONSIN
 (789) 45-8183

STATE OF WISCONSIN
 DEPARTMENT OF REVENUE
 PROFESSIONAL LAND SURVEYOR
 No. 1026412
 Exp. 5 of 7

SILVER OAKS-SITE PLAN-ANTWERP TWP.
 VAN BURGH CO., WI 18500

FLAT OFF RECORD FIELD LIBER 6 OF PLATS, PAGE 123



UNPLATTED UNPLATTED

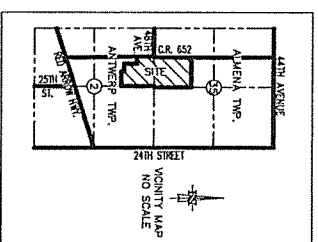
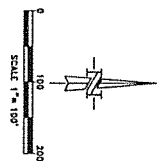
N 1/4 COR. SEC. 35, T2S-R13W. FD. HARRISON MON. IN BOX

3627.61' N00D5'29"E

N-S 1/4 LINE SEC. 35, T2S-R13W UNPLATTED

COORDINATE TABLE

COORD. NO.	NORTHING	EASTING
1	8444.5380	-4669.0804
2	7985.0828	-4719.8133
3	7985.6221	-5363.0060
4	8118.0922	-5364.9675
5	8114.1049	-5894.9434
6	8694.0423	-5703.5367
7	8693.5485	-5781.3223
8	9201.6124	-5784.5587
9	9201.4728	-5806.5583
10	9407.1549	-5807.8658
11	9406.9216	-5806.9745
12	9409.2400	-6044.8013
13	9439.4483	-5980.3650
14	9472.4888	-5980.3650
15	9472.4888	-5977.3598
16	9472.6181	-5744.5904
17	9473.4000	-5744.5904
18	10215.0893	-5744.5904
19	10214.3854	-5947.4780
20	10280.1778	-5980.4876
21	10281.0071	-5947.4780
22	10281.0071	-5786.1063
23	11083.4194	-5786.1063
24	11083.4194	-4666.2550
25	11084.2060	-4666.2550
26		



- LEGEND**
- EASEMENT LINE
 - UNIT LINE
 - COORDINATE POINT
 - ▨ GENERAL COMMON ELEMENT
 - ▩ LIMITED COMMON ELEMENT

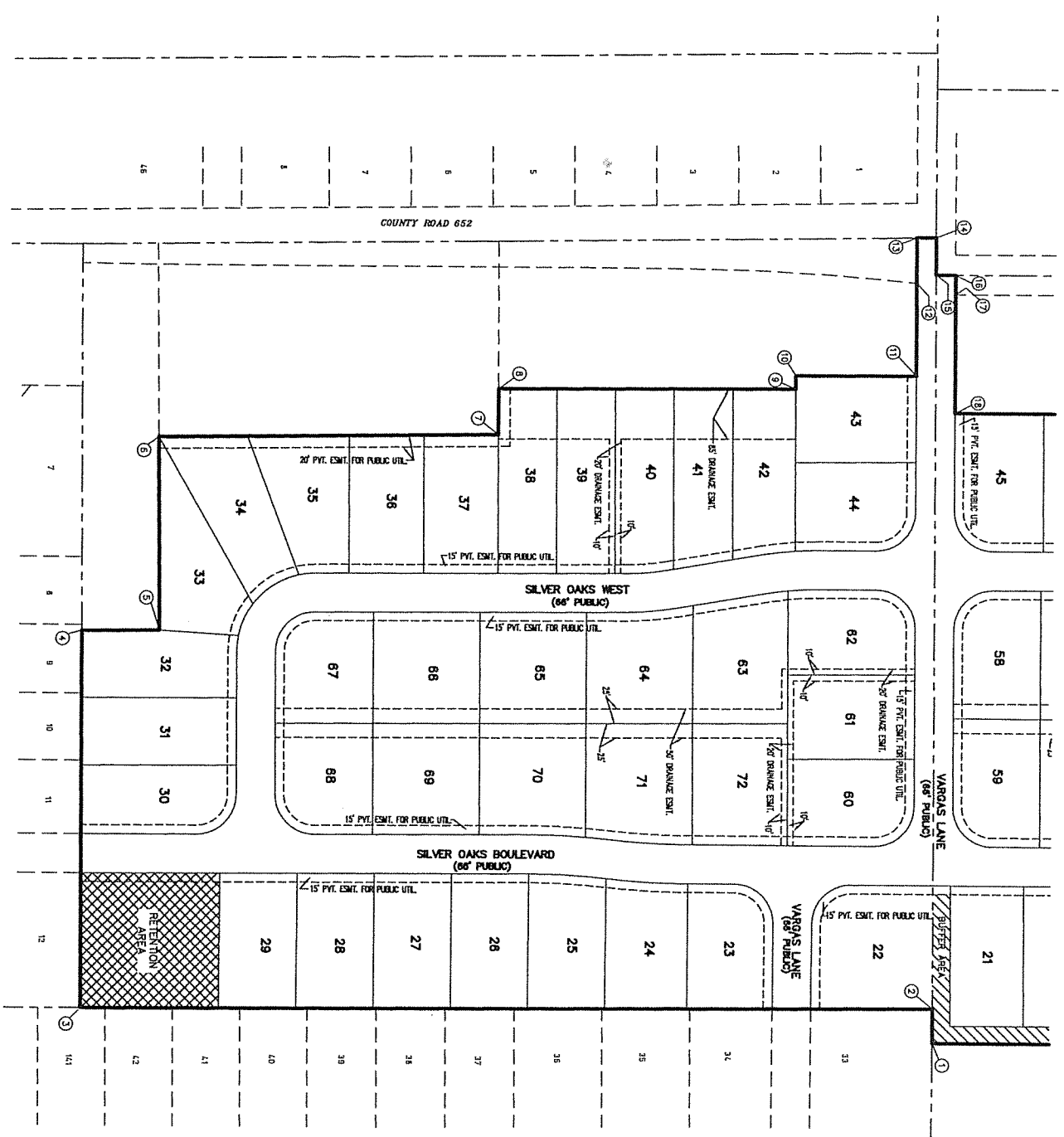
- GENERAL NOTES:**
- 1) IT IS PROPOSED THAT ELECTRIC LINES, CABLE TV LINES, TELEPHONE LINES AND GAS LINES WILL SHARE A COMMON TRENCH WITHIN PORTIONS OF THE 18' PRIVATE W/BACK EASEMENT. ALL UTILITIES MUST BE BUILT WITHIN WELLS.
 - 2) UNIT OWNERS MUST INSTALL INDIVIDUAL SEPTIC SYSTEMS.
 - 3) UNIT OWNERS MUST INSTALL INDIVIDUAL SEPTIC SYSTEMS.

STEPHENSON LAND SURVEYING
 BY THOMAS A. STEPHENSON
 PROFESSIONAL SURVEYOR NO. 46689

STEPHENSON LAND SURVEYING
 27873 WHITE STREET
 CASSOPOLIS, MICHIGAN 49031
 (269) 446-8903

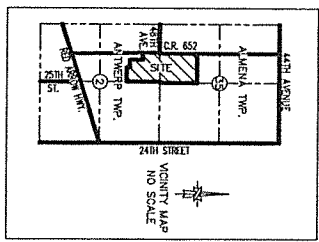
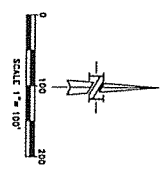
THOMAS A. STEPHENSON
 PROFESSIONAL SURVEYOR
 LICENSE NO. 46689

DATE: 10/22/17
 PROJECT: SILVER OAKS-UTIL./SEPT. PLAN
 PART OF SEC. 35, ALMENA TOWNSHIP
 VAN BUREN CO., MI 16500



COORDINATE TABLE

COORD. NO.	NORTHING	EASTING
1	9444.5380	-4669.0804
2	9444.5290	-4728.2020
3	7989.0928	-4719.8133
4	7985.6221	-5363.0060
5	8118.0922	-5364.9675
6	8114.1049	-5694.9434
7	8692.0423	-5703.5307
8	8692.0425	-5781.3223
9	8201.4276	-5765.2582
10	8201.4276	-5807.8685
11	9407.1549	-5807.8685
12	9406.5414	-5956.5748
13	9408.2416	-6044.1127
14	9439.2400	-6044.6013
15	9435.4863	-5980.3650
16	9472.4886	-5980.3659
17	9472.6161	-5947.3999
18	9473.4030	-5744.5802
19	10212.0993	-5744.5805
20	10212.0993	-5860.4780
21	10214.1779	-5860.4780
22	10280.3054	-5947.4877
23	10280.3054	-5755.9878
24	10281.0071	-5755.9878
25	11093.4194	-5756.1053
26	11094.2060	-4666.5550



- LEGEND
- EASEMENT LINE
 - UNIT LINE
 - COORDINATE POINT
 - GENERAL COMMON ELEMENT
 - ▨ LIMITED COMMON ELEMENT

- GENERAL NOTES:
- 1) IF IT IS PROPOSED THAT ELECTRIC LINES, GAS LINES, WATER LINES, SEWER LINES, OR OTHER UTILITIES BE LOCATED WITHIN PORTIONS OF THE 15' PRIVATE UTILITY EASEMENT STRIP, ALL UTILITIES WILL BE SERVED. ALL UTILITIES MUST BE INSTALLED BY THE OWNER.
 - 2) UNIT OWNERS MUST INSTALL INDIVIDUAL WATER WELLS.
 - 3) UNIT OWNERS MUST INSTALL INDIVIDUAL SEPTIC SYSTEMS.

STEPHENSON LAND SURVEYING
 27873 WHITE STREET
 CASSOPOLIS, MICHIGAN 49031
 (268) 445-8803

Thomas A. Stephenson
 BY THOMAS A. STEPHENSON
 PROFESSIONAL SURVEYOR NO. 45688

STEPHENSON LAND SURVEYING

27873 WHITE STREET
 CASSOPOLIS, MICHIGAN 49031
 (268) 445-8803

THOMAS A. STEPHENSON
 PROFESSIONAL SURVEYOR
 LICENSE NO. 45688

DATE: 10/24/17
 TIME: 2:00 PM
 SHEET: 1 OF 1
 PART OF SEC. 17, T41N, R15E, E1/4, 1/4
 VAN BUREN CO., MI

15500

L: 1711 P: 908 DMDA

01/08/2021 11:38:29 AM Page: 1 of 29 Fee: \$ 30.00
LR-3393249 Register of Deeds - Van Buren County, MI



29/30

**FIRST AMENDMENT TO MASTER DEED OF
SILVER OAKS SITE CONDOMINIUM**

A Site Condominium Community

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

THIS FIRST AMENDMENT TO MASTER DEED of Silver Oaks Site Condominium is made and executed on this 8 day of December, 2020 by Powell Custom Homes, L.L.C., a Michigan limited liability company of 48962 24th Street, Mattawan, Michigan 49071 (the "Developer") and Silver Oaks Site Condominium Association, a Michigan non-profit corporation, of 48962 24th Street, Mattawan, Michigan 49071 (the "Association").

BACKGROUND

A. Silver Oaks Site Condominium (the "Project") was established by recording the Master Deed of Silver Oaks Site Condominium dated the 18th day of October, 2019, and recorded October 22, 2019 at Liber 1691, Page 90 and re-recorded on December 2, 2020 at Liber 1710, Page 70, Van Buren County, Michigan records (collectively the "Master Deed") establishing the real property described in Section 2 of the Master Deed, together with the improvements located and to be located thereon and the appurtenances thereto, as a condominium project under the provisions of Act 59 of the Michigan Public Acts of 1978, as amended (the "Act"); and

B. The Association has the right with the consent of Co-owners to amend the Master Deed, upon approval of two-thirds (2/3) of the Co-owners, pursuant to Section 2 of the Master Deed and the Michigan Condominium Act.

C. Section 11.2.c of the Master Deed permits the Developer to prepare and record amendments without the consent of owners and mortgagees, even if the amendment will materially alter or change the rights of the owners and mortgagees, to achieve compliance with the Act.

D. When the Master Deed was originally recorded the Developer inadvertently omitted Exhibit A thereto, the Condominium Bylaws, which are required by the Act. In an attempt to correct that omission, on December 2, 2020, the Developer re-recorded the Master

Dowse
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Deed with an Exhibit A, which imposed various restrictions, but neglected to include bylaw provisions regarding the role and function of the Silver Oaks Site Condominium Association. The Developer and Co-owners seek to eliminate any confusion and specifically identify the role and functions of the Association and its relationship with the Co-owners by adopting the attached Condominium Bylaws.

E. The Master Deed incorrectly recites that the Project consists of eighty-three (83) Units. In fact, as evidenced by Exhibit B of the Master Deed, there are only seventy-two (72) Units in the Project. The Developer and Co-owners seek to correct that error.

F. The Master Deed contains arguably conflicting and confusing direction as to the responsibility for mowing yard areas within Units and the removal of snow from the Units. The Developer and Co-owners seek to clarify that each Co-owner is responsible for maintaining/mowing his yard and is similarly responsible for snow removal.

G. In accordance with the requirements of Section 2 of the Master Deed and the Michigan Condominium Act, the Developer and Co-owners have so approved an amendment to the Master Deed to accomplish the more orderly and beneficial administration of the Project, consistent with the foregoing.

AMENDMENT

NOW, THEREFORE, the Association and Developer hereby amend the Master Deed and Bylaws, as follows:

1. The existing Exhibit A (Restrictions), though substantively retained in the attached Exhibit A, be and are hereby deleted in their entirety and replaced by the Condominium Bylaws for the Silver Oaks Site Condominium Project, attached hereto as Exhibit A.
2. Any reference in the Master Deed referring to eight-three (83) Units is amended and replaced with seventy-two (72) Units. The percentage of value for each Unit when the Project is completed shall therefore be 1.20 percent.
3. Each Co-owner shall be responsible for mowing and maintaining yard areas within his or her Unit and similarly shall be responsible for snow removal within his or her Unit.
4. Except as amended and modified by this First Amendment to Master Deed, all terms and conditions of the Master Deed, as previously amended, shall remain in full force and effect.

The Developer and Association have duly executed this First Amendment to Master Deed as of the day and year first above written.

The Bylaws are attached as Exhibit A and the Affidavit of Adoption and Affidavit of Notice are attached as Exhibits B and C, respectively.

Silver Oaks Site Condominium Association

By: William A.E. Wilcox
William A.E. Wilcox
Its: President

STATE OF MICHIGAN)
) ss.
COUNTY OF Kalamazoo)
VAN BUREN

The foregoing instrument was acknowledged before me this 8 day of December 2020, by William A.E. Wilcox, President of Silver Oaks Site Condominium Association, a Michigan non-profit corporation, on behalf of the corporation.

Kim J. Jandak
Notary Public, State of Michigan
County of Kalamazoo
My Commission expires: July 2027
Acting in the County of VAN BUREN

KIERA SANDOVAL
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF KALAMAZOO
My Commission Expires JULY 2027
Acting in the County of VAN BUREN

Powell Custom Homes (DEVELOPER)

By: William A.E. Wilcox
William A.E. Wilcox
Its: Authorized Agent

STATE OF MICHIGAN)
) ss.
COUNTY OF Kalamazoo)
VAN BUREN

The foregoing instrument was acknowledged before me this 8 day of December 2020 by William A.E. Wilcox, an Authorized Agent of Powell Custom Homes, L.L.C., a Michigan limited liability company, on behalf of the company

Kim J. Jandak
Notary Public, State of Michigan
County of Kalamazoo
My Commission expires: July 2027
Acting in the County of VAN BUREN

Drafted by, and when recorded return to:
William A.E. Wilcox
48962 24th Street
Mattawan, Michigan 49071

EXHIBIT A

CONDOMINIUM BYLAWS

SILVER OAKS SITE CONDOMINIUM ASSOCIATION

ARTICLE I

ASSOCIATION OF COOWNERS

1.1 Organization. Silver Oaks Site Condominium, a residential site condominium project located in the Townships of Antwerp and Almeda, Van Buren County, Michigan (the "Project") is being developed in a single phase to comprise a maximum of seventy-two (72) building sites (the "Units). Upon the recording of the Master Deed, the management, maintenance, operation and administration of the Project shall be vested in an Association of Coowners organized as a nonprofit corporation under the laws of the State of Michigan (the "Association"). 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 Coowners, prospective purchasers, mortgagees, and prospective mortgagees of Units in the Project.

1.2 Compliance. All present and future Coowners, 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 Act No. 59, P.A. 1978, as amended (the "Condominium Act" or "Act"), the Master Deed and all amendments thereto, the Condominium Bylaws, the Association's Articles of Incorporation, the Association's Bylaws, and other Condominium Documents that pertain to the use and operation of the Condominium property. 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.

ARTICLE II

MEMBERSHIP AND VOTING

2.1 Membership. Each Coowner of a Unit in the Project, during the period of his ownership, shall be a member of the Association 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 his Condominium Unit.

2.2 Voting Rights. Except as limited in the Master Deed and in the Bylaws, each Coowner will be entitled to one vote for each Unit owned when voting by number and one vote, the value of which shall equal the total of the percentages assigned to the Unit or Units owned by him, when voting by value. Voting shall be by number, except in those instances where voting is specifically required to be otherwise by the Act, Master Deed, or Bylaws, and no cumulation of votes shall be permitted.

2.3 Eligibility to Vote. No Coowner other than the Developer will be entitled to vote at any meeting of the Association until he has presented written evidence of ownership of a Unit in the Project, nor shall he be entitled to vote (except for elections pursuant to Section 3.4) prior to the Initial Meeting of Members. A Co-owner shall be permitted to vote only if he is not in default in payment of assessments levied against the Co-owner's Unit. The Developer shall be entitled to vote only those Units to which it 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 such Unit and filed with the Secretary of the Association. The certificate shall state the name and address of the individual representative designated, the number or numbers of the Unit or Units 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 thereof, 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, fifty-one percent (51%) of the Coowners entitled to vote and 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 in those instances in which a majority exceeding a simple majority is required by these Bylaws, the Master Deed or by law.

ARTICLE III

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 the Project have been sold and the purchasers qualified as members of the Association. In no event, however, shall such meeting be called later than: (a) 120 days after the conveyance of legal or equitable title to nondeveloper Coowners of seventy-five percent (75%) 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 Coowner of a Unit in the Project, whichever first occurs, at which meeting the eligible Coowners may vote for the election of directors of the Association. The maximum number of Units that may be added to the Project under Article VI of the Master Deed shall be included in the calculation of the number of Units that may be created. The Developer may call meetings of members of the Association for informational or other appropriate purposes prior to 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 prior to the date of an annual meeting, written notice of the date, time, place and purpose of such meeting shall be mailed or delivered to each member entitled to vote at the meeting; provided that not 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 the Developer of legal or equitable title to a Coowner of a Unit in the Project, or within 120 days after conveyance of onethird of the total number of Units that may be created in the Project, whichever first occurs, two or more persons shall be selected by the Developer from among the nondeveloper Coowners 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 Developerappointed Board of Directors and the nondeveloper Coowners 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 such times as may be requested by the Advisory Committee; provided, however, that 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 Coowners of twenty-five percent (25%) of the Units that may be created in the Project, at least 1 director and not less than onefourth of the Board of Directors of the Association shall be elected by nondeveloper Coowners. Not later than 120 days after conveyance of legal or equitable title to nondeveloper Coowners of 50% of the Units that may be created in the Project, not less than onethird of the Board of Directors shall be elected by nondeveloper Coowners. Not later than 120 days after conveyance of legal or equitable title to nondeveloper Coowners of 75% of the Units that may be created in the Project, and before conveyance of 90% of such Units, the nondeveloper Coowners shall elect all directors on the Board except that the Developer shall have the right to designate at least one director as long as the Developer owns and offers for sale at least 10% of the Units in the Project or as long as 10% of the Units remain that may be created.

3.5 Owner Control. If 75% 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 Coowner, the nondeveloper Coowners shall have the right to elect a number of members of the Board of Directors of the Association equal to the percentage of Units they hold, and the Developer will have the right to elect a number of members of the Board equal to the percentage of Units which are owned by the Developer and for which assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights 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 Coowners 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 Coowners results in a right of nondeveloper Coowners to elect a fractional number of members of the Board, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number. After application of this formula, the Developer shall have the right to elect the remaining members of the Board. Application of this provision shall not eliminate the right of the 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 fifteen (15%) percent of the Coowners entitled to vote shall constitute a quorum of members. The written vote of an owner furnished at or prior to a meeting, at which meeting such owner is not otherwise present in person or by proxy, shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

ARTICLE IV

ADMINISTRATION

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

4.2 Powers and Duties. The Board shall have all powers and duties necessary for the administration of the affairs of the Association and may take all actions in support of such administration that are not prohibited by the Condominium Documents or specifically reserved to the members. The powers and duties to be exercised by the Board shall include, but not be limited to, 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 such 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 rightsofway affecting any real or personal property of the Condominium on behalf of the Coowners;

(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 Coowners in connection with the Common Elements of the Project and, upon written notice to all Coowners and compliance with Article XIII of the Articles and Section 13 of these Bylaws, instituting actions on behalf of and against the Coowners in the name of the Association;

(k) Filing and/or recording an extension to preserve and continue any restrictions or covenants contained in the Condominium Documents, to prevent lapse or termination of the same under the Michigan Marketable Record Title Act, MCL 565.101, or other applicable law; and

(l) Such 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 Coowners and their mortgagees during reasonable hours.

This right to inspection is subject to the Association's good faith determination to disallow inspection of the books and records when doing so would impair the privacy or free association rights of shareholders or members; or impair the lawful purposes of the corporation.

The Association shall also prepare and distribute a financial statement to each Coowner 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 such times as and when required by the Board of Directors (or the Act) by qualified independent accountants (who need not be certified public accountants), and the cost of such review or audit shall be an expense of administration. Any such audit need not be certified.

In any year the Association has annual revenues in excess of \$20,000, the audit or review must be conducted by a certified public accountant unless the Board of Directors opts out of such requirement for any such fiscal year, in its sole discretion. In such event, the provisions of the preceding paragraph shall apply.

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 these 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, whether located inside or outside the Units, and of Limited Common Elements to the extent required by the Master Deed, 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 Common Elements, as provided by Section 105 of the Act, MCL 559.205. Such 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% of the then current annual budget of the Association on a non-cumulative basis. The minimum standard required by this Section may prove to be inadequate for a particular project. The Association of Co-owners should carefully analyze the Condominium 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 Condominium Unit or on an appurtenant Limited Common Element shall attach only to the Unit upon which the work was performed, and a lien for work authorized by the Developer or principal contractor shall attach only to Condominium Units owned by the Developer, and which was the subject of the work supporting the lien, 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 Coowner of such 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 the Developer.

4.7 Managing Agent. The Board may employ a Management Company or Managing Agent at a compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the powers and duties described in Section 4.2. The Developer or any person or entity related to the Developer may serve as Managing Agent provided, however, that any compensation paid to the 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 upon the affirmative vote of sixty-seven (67%) percent or more of all Coowners.

4.9 Indemnification. All directors and officers of the Association shall be entitled to indemnification against costs and expenses 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 upon 10 days' notice to all Coowners, in the manner and to the extent provided by the Articles and/or the Association Bylaws. In the event that no judicial determination as to indemnification has been made, an opinion of independent counsel as to the propriety of indemnification shall be obtained if a majority of Coowners vote to procure such an opinion.

ARTICLE V

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 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 securing the interests of the Coowners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of such 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 will 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 a Coowner 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: (1) to pay the costs of operation and maintenance of the Common Elements; (2) to provide for the replacement of existing Common Elements; (3) to provide for additions to the Common Elements not exceeding \$3,000 or \$100 per Unit annually, whichever is less; or (4) to respond to an emergency or unforeseen development; the Board is authorized to increase the initial assessment or to levy such additional assessments as it deems to be 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. Special assessments, in excess of those permitted by subsections (a) and (b), may be made by the Board of Directors from time to time with the approval of the Coowners as provided in this subsection to meet other needs or requirements of the Association, including but not limited to: (1) assessments for additions to the Common Elements costing more than \$3,000 in any year; (2) assessments to purchase a Unit upon 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 including 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 sixty-seven (67%) percent or more of all Coowners. 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.

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 Coowners on the basis of such Units Percentage of Value as set forth in the Master Deed, or any amendment to the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Unless the Board shall elect some other periodic payment schedule, annual assessments will be payable by Coowners in twelve (12) equal monthly installments, 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 such payment established by rule or regulation of the Association. However, the Board of Directors, including the first Board of Directors appointed by the Developer, may relieve a Unit Owner (including the Developer) who has not constructed a residence within his Unit from payment, for a limited period of time, of all or some portion of the assessment for his 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 such Owners begin to utilize the Common Elements on a regular basis.

5.4 Expenses of Administration. The expenses of administration shall consist, among other things, of such amounts as the Board may deem proper for the operation and maintenance of 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; provided, that any reserves established by the Board prior to the initial meeting of members shall be subject to approval by such members at the initial meeting. The Board shall advise each Coowner in writing of the amount of common charges payable by him and shall furnish copies of each budget containing common charges to all Coowners.

5.5 Collection of Assessments. Each Coowner shall be obligated for the payment of all assessments levied upon his Unit during the time that he is the Owner of the Unit, and no Coowner may become exempt from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements, or by the abandonment of his Unit.

(a) **Legal Remedies.** In the event of default by any Coowner 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 and 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 other taxes or 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 public taxing authority and sums unpaid upon a first mortgage recorded prior to 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 in the manner provided by Section 108 of the Act, MCL 559.208. In a foreclosure proceeding, whether by advertisement or by judicial action, a receiver may be appointed and reasonable rental for the Unit may be collected from the Coowner or anyone claiming under him, and all expenses incurred in collection, including interest, costs and actual attorney's fees, and any advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Coowner in default.

(b) Sale of Unit. Upon the sale or conveyance of a Condominium Unit, all unpaid assessments against the Unit shall be paid out of the sale price by the purchaser in preference over any other assessment or charge except as otherwise provided by the Condominium Documents or by the Act. A purchaser or grantee may request a written statement from the Association as to the amount of unpaid assessments levied against the Unit being sold or conveyed and such purchaser 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 described in such written statement from the Association. Unless the purchaser or grantee requests a written statement from the Association at least 5 days before sale as provided in the Act, the purchaser or grantee shall be liable for any unpaid assessments against the Unit together with interest, late charges, fines, costs, and attorneys fees incurred in collection of the assessments.

(c) SelfHelp. 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 Coowner in default under any of the provisions of the Condominium Documents upon seven (7) days written notice to such Coowner of its intent to do so. A Coowner 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; provided, that this provision shall not operate to deprive any Owner of ingress and egress to and from his 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 attorneys' fees; second, to any interest charges and fines for late payment on such assessments; and third, to installments of assessments in default in order of their due dates.

ARTICLE VI

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 year in which the Project or phase was established subsequent to the tax day. Taxes and assessments that become a lien against the Condominium property in any such year 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 the property existed as an established Project on the tax day shall be assessed against the individual Units only, even if a subsequent vacation of the Project has occurred.

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 tax and special assessment. 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 units or fractions shall be made, nor shall any division or split of the assessment or taxes of a single Unit be made whether the Unit be owned separately or in common.

6.2 Insurance Coverage. The Association shall be appointed as AttorneyinFact for each Coowner to act in connection with 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 (if applicable) 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 Coowners, the mortgagees, and the Developer, as their interests may appear. Such insurance, other than title insurance, shall be carried and administered according to the following provisions:

(a) Coowner Responsibilities. Each Coowner will be responsible for obtaining casualty insurance coverage at his own expense with respect to the residential building and all other improvements constructed or located within the perimeters of his Condominium Unit, and for the Limited Common Elements appurtenant to his Unit. It shall also be each Coowner's responsibility to obtain insurance coverage for the personal property located within his Unit or elsewhere on the Condominium, for personal liability for occurrences within his Unit or on the Limited Common Elements appurtenant to his Unit, and for alternative living expenses in the event of fire or other casualty causing temporary loss of his residence. The Association and all Coowners shall use their best efforts to ensure that all insurance carried by the Association or any Coowner contains appropriate provisions permitting the waiver of the right of subrogation as to any claims against any Coowner or the Association for insured losses.

(b) Common Element Insurance. The General Common Elements of the Project shall be insured by the Association against fire and other perils 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 in any way 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, trustees, and 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 Coowner, each mortgagee, other named insureds and their beneficiaries, and any other holder of a lien or other interest in the Condominium or the Condominium Property, to adjust and settle all claims arising under insurance policies purchased by the Board and to execute and deliver releases upon the payment of claims.

(e) **Indemnification.** Each individual Coowner shall indemnify and hold harmless every other Coowner, the Developer and the Association for all damages, costs, and judgments, including actual attorneys' fees, that any indemnified party may suffer as a result of defending claims arising out of an occurrence on or within an individual Coowner'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 Coowner, the Developer, or the Association, which rights are waived.

(f) **Premium Expenses.** Except as otherwise provided, all premiums upon insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

6.3 Reconstruction and Repair. If any part of the Condominium Property is damaged or destroyed by fire or other casualty, the decision as to 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% or more of the Coowners and the institutional holders of mortgages on any Unit in the Project agree to the contrary. However, if the damaged property is a 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% or more of the Coowners agreeing not to repair or rebuild includes the Coowners 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 Coowner of such 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 such Coowner shall be responsible for the cost of any reconstruction or repair that he elects to make. The Coowner shall in any event remove all debris and restore his Unit and its

improvements to a clean and slightly 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 any damaged improvements located within the Unit unless prior written approval for changes is obtained from the Association or its Architectural Review Committee.

(d) **Procedure and Timing.** Immediately after the occurrence of a casualty causing damage to Common Elements which is to be reconstructed or repaired, the responsible party 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 such reconstruction or repair the funds for the payment of such costs are insufficient, an assessment shall be levied against all Coowners 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 upon 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 such taking shall be paid to the Coowner of the Unit and any mortgagee, as their interests may appear. If a Coowner's entire Unit is taken by eminent domain, such Coowner and his mortgagee shall, after acceptance of the condemnation award, be divested of all interest in the Condominium Project.

(b) **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 and/or distribution to its members. The affirmative vote of 67% or more of the Coowners in number and in value shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

(c) **Amendment to Master Deed.** In the event the Condominium Project continues after taking by eminent domain, the remaining portion of the Condominium Project shall be resurveyed and the Master Deed amended accordingly and, if any Unit shall have been taken, the Master Deed shall also be amended to reflect the taking and to proportionately readjust the Percentages of Value of the remaining Coowners based upon the continuing value of the Condominium of 100%. Such amendment may be effected by an officer of the

Association duly authorized by the Board of Directors without the necessity of execution or specific approval by any Coowner.

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

(e) Inconsistent Provisions. To the extent not inconsistent with the provisions of this section, Section 133 of the Act shall control upon any taking by eminent domain.

ARTICLE VII

CONSTRUCTION REQUIREMENTS

7.1 Specific Requirements. All approvals required by this Article shall comply with the following requirements:

(a) Permitted Use. All Units within the Condominium shall be used for single family, residential purposes only. No residence shall be erected, altered, placed, or permitted to remain on any Unit except one single family residence with an attached private garage for not less than two (2) cars nor more than four (4) cars. A private attached garage for the sole use of the respective Co-Owner or occupant of the Unit upon which said building house is erected may also be erected and maintained. Except for the uses put to any Units by Developer, no commercial, professional, or other activity or use will be allowed at the Condominium except with the written consent of the Developer or Association. A Co-Owner of a Unit may lease the residence, but only for a single-family use. No multiple dwelling unit of any type or description shall at any time be erected upon any Unit or any part thereof.

(b) Construction Approval. No residence or other structure shall be commenced, erected or maintained, nor shall any exterior addition to or change or alteration of any structure be made, until the plans and specifications showing the design, height, materials, color scheme, location on Lot, and the grading plan of the Lot to be built upon, shall have been submitted to and approved in writing by the Association and a copy of the plans and specifications shall have been permanently filed with the Association.

The Association shall have the right to refuse to approve any such plans or specifications or grading plans which are not suitable or desirable, in its opinion, for aesthetic or other reasons; and in so passing upon such plans, specifications and grading, it shall have the right to take into consideration the suitability of the

proposed residence to be build on the Lot, and the harmony of it with the natural features of the Property and with any residences that may have been constructed on other portions of the Property. The purpose of this paragraph is to cause the Property to be developed into a harmonious, private residential area, and if a disagreement on the points set forth in this paragraph shall arise, the decision of the Association shall control. In the event the Association shall have failed to approve or disapprove such plans and specifications in writing within thirty (30) days after the same shall have been delivered, then the same shall be deemed to have been approved, provided that plans and specifications and the location of the residence on the Lot conform to and are in harmony with existing residences on the Property, these restrictions and applicable zoning laws and building codes.

(c) Size and Space Requirements.

- One (1) story residential homes shall contain a minimum of 1,400 square feet of the first floor living space, exclusive of porches or other attachments to the principal residence.
- One and a half (1 ½) story residential homes shall contain at least 700 square feet of the first floor living space and shall contain a total of at least 1,600 square feet of living space.
- Full two (2) story residential homes shall contain at least 700 square feet of first floor living space and shall contain a total of at least 1,800 square feet of living space.

These minimum square footage requirements for the homes as set forth above shall not include porches, garages, walkout basements, and all other inaccessible and non-living areas, such as attics and storage areas.

(d) Landscaping. Units in the Condominium shall be seeded or sodded, and suitably landscaped within six (6) months from the time a residence is substantially constructed. All landscaping shall be aesthetically pleasing and well maintained.

(e) Drainage. Topographical changes, driveway pavement, building or roof construction within the Condominium Premises shall not interfere with the natural drainage from one Unit to another. This provision shall not be construed to require the alteration of the natural draining from one Unit to another.

7.2 Codes and Ordinances. In addition to the Construction Requirements contained in this Article, all buildings and other structures must comply with applicable building, mechanical, electrical and plumbing codes in effect at the time the building or structure is erected.

7.3 Reserved Developer Rights. The purpose of this Article is to ensure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and its provisions shall be binding upon both the Association and upon all

Coowners in the Project. During the Development and Sales Period, the Developer may construct dwellings or other improvements on the Condominium Premises without the necessity of prior consent from the Association, its Architectural Review Committee or any other person or entity, subject only to the express limitations contained in this Article; provided, however, that all dwellings and improvements shall, in the reasonable judgment of the Developer or its architect, be architecturally compatible with the structures and improvements constructed elsewhere on the Condominium Property. 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 Condominium Property as may be reasonable to enable development and sale of the entire Project.

7.4 Permitted Variance. The Developer or Association may, upon a showing of practical difficulty or other good cause, grant variances from the requirements of this section, but only to the extent and in such a manner as do not violate the spirit and intent of such requirements.

ARTICLE VIII

USE AND OCCUPANCY RESTRICTIONS

8.1 Common Areas. The Common Elements shall be used only by the Coowners of Units in the Condominium and by 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; provided, that any parking areas, landscaped or garden areas, storage facilities or other common areas designed for a specific purpose shall be used only for the purposes approved by the Board. Specifically, the Board may designate portions of lawns as non-recreational areas, and may prevent access or use of such areas for all recreational purposes. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Coowner, and shall be subject to any lease or easement presently in existence or entered into by the Board or the Developer at some future date which affects all or any part of the Common Elements.

8.2 Use and Occupancy Restrictions. In addition to the general requirements of Section 8.1, the use of the Project and its Common Elements by any Coowner shall be subject to the following specific restrictions:

(a) **Maintenance.** All Co-Owners of any Units must maintain their residence and all other structure and grounds within the Unit in a neat and attractive manner.

(b) **Commercial and Recreation Vehicles.** No area within the Condominium Premises may be used to park any vehicle or any other motorized or self-propelled equipment ("Vehicle(s)") or thing except on the driveway of a Unit, or inside a Unit Garage. No commercial vehicles, including, but not limited to, cab trucks, semis, delivery trucks, taxis, or any other such vehicle may be

parked within the Condominium Premises at any time. All recreational Vehicles or equipment, including, but not limited to, mobile homes, all-terrain vehicles, off road vehicles, travel trailers, pick-up coach campers, motorized homes, tent campers, boats, boat trailers, snowmobiles, snowmobile carriers, horse trailers, canoes, dune buggies, motorcycle carriers, and the like, may only be parked, temporarily or otherwise, at the Condominium Premises if the same is parked inside a Unit garage on the Condominium Premises. This Section shall not apply to a builder contractor's job site trailer or storage trailer or the reasonable use of construction vehicles or equipment during the construction of a Unit; nor shall it apply to the use of vehicles by the Developer.

(c) **Nuisances.** No noxious or offensive activity shall be carried on at or upon the Condominium Premises (as defined by the Developer or Association), nor shall anything be done thereon which may be or become an annoyance or nuisance to the other Co-Owners in the Condominium or the neighborhood, including foul or unpleasant odors, loud music, bright lights, and other nuisance activities.

(d) **Common Elements.** All General Common Elements for the Condominium, including, but not limited to, the streets, sidewalks, landscaping, lawn, shrubbery, recreational areas (if any), curbs, storm drainage, and all other similar or dissimilar areas, shall be maintained, repaired, or replaced by the Condominium Association, and not by the individual Co-Owners. Notwithstanding the foregoing, the Developer shall have the right to place on the General Common Elements any structure, including any decorative gates, walls, fences, or lights, and all such structures shall be maintained by the Association. In addition, Developer may erect landscaping, bushes, and sprinkler systems on the General Common Elements, and maintenance of all said improvements shall be made by the Association.

(e) **Signs.** No sign of any kind shall be displayed to the public view on any Unit except signs of not more than (5) square feet advertising the unit for sale or rent and provided the same are placed and maintained by the Co-Owner. The Developer and/or Association shall have the right to erect and maintain larger signs identifying and marketing the Condominium.

(f) **Pets and Animals.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on the Condominium Premises except that dogs, cats, and other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. In addition, all pets must be on a leash or otherwise controlled by the Co-Owner and Co-Owners shall clean up after their pets and shall be fully responsible for any damages, costs, expense, or liabilities, of any nature, including all personal injuries and property damage, caused by their pets. In addition, the Developer or Association shall have the right to adopt reasonable rules and regulations with respect to household pets as they may deem proper and Developer may, at any time and for any or no reason, revoke the right

of a Co-Owner or other occupant from keeping a pet on the Condominium Premises.

(g) Junk. No rubbish, junk, materials, inoperative vehicles, machinery, or objectionable or valueless objects shall be permitted to accumulate or remain on the Condominium Premises.

(h) Permits. All Co-Owners shall obtain all the necessary permits, licenses, and approvals for the construction of any residence or structure, including, but not limited to, any building permit, health department permit, driveway permit, and soil erosion permit.

(i) Assignment. Developer shall have the sole and exclusive right at any time, and from time to time, to transfer and assign to any person, firm, or corporation, including but not limited to, the Association, any or all rights, powers, easements, privileges, authorities, and reservations given to or reserved by the Developer or Association under these Restrictions.

(j) Amendment by Developer. Developer and/or Association (collectively "Developer" for purposes of this Section) reserve and shall have the sole and exclusive right to modify, add, alter and/or amend these restrictions. All such modifications or restrictions shall be recorded.

(k) Association. The Developer shall be the Association until it executes and delivers to the Association a written transfer of each function. This shall take place not later than when Developer has disposed of all Units in the Condominium and all property in the Condominium which is not designated for Units. At any time, Developer may designate one or more representatives to perform its function as the Association. After transfer of said rights of Developer to the Association, its Board of Directors shall constitute the governing body of the Association and shall form an Architectural Control Committee - hereinafter referred to as the "ACC").

(l) Enforcement. Whenever a violation of these Restriction exists, the Developer, Association, or ACC, as the case may be, shall have the right but not the obligation, to enter upon the Unit to remove the violation and such entry and abatement or removal shall not be deemed a trespass or make the Developer, Association, or ACC liable for any damages that result from such abatement. In the event that the Developer, Association, or ACC shall sue to enforce any of the restrictions set forth herein, against any Co-Owner or person, then all attorney's fees and costs incurred by said parties shall be paid by the offending Co-Owner(s) and other persons against whom the proceedings were commenced, if any part of the relief sought by the Developer, Association or ACC shall be granted by the court. The remedies set forth in these restrictions shall be cumulative and not exclusive.

(m) **Co-owner Limitations.** No Co-Owner may impose any additional covenants or restrictions on any part of the Condominium except as set forth herein.

8.3 Zoning Compliance. In addition to the restrictions contained in Section 8.2, the use of any Unit or structure located on the Condominium Property must also 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 such use is obtained from a unit of government with jurisdiction over the use of the Unit and Property.

8.4 Rules of Conduct. Additional rules and regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of Condominium Units and Common Elements, Limited and General, may be promulgated and amended by the Board. Copies of such rules and regulations must be furnished by the Board to each Coowner at least 10 days prior to their effective date, and may be revoked at any time by the affirmative vote of 60% or more of all Coowners.

ARTICLE IX

MORTGAGES

9.1 Notice to Association. Any Coowner who mortgages a Unit shall notify the Association of the name and address of the mortgagee, and the Association will maintain such information in a book entitled "Mortgagees of Units". Such information relating to mortgagees will be made available to the Developer or its successors as needed for the purpose of obtaining consent from or giving notice to mortgagees concerning amendments to the Master Deed or other actions requiring consent or notice to mortgagees under the Condominium Documents or the Act.

9.2 Insurance. The Association shall notify each mortgagee appearing in the Mortgagees of Units book, 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 such coverage.

9.3 Rights of Mortgagees. Except as otherwise required by applicable law or regulations which are binding on the parties, the holder of a first mortgage of record on a Condominium Unit will be granted the following rights:

(a) **Inspection and Notice.** Upon written request to the Association, a mortgagee will be entitled to: (i) inspect the books and records relating to the Project on reasonable notice during normal business hours; (ii) receive a copy of the annual financial statement which is distributed to Owners; (iii) notice of any default by its mortgagor in the performance of the mortgagor's obligations which is not cured within 30 days; and (iv) notice of all meetings of the Association, as required by the Act, and its right to designate a representative to attend such meetings.

(b) **Exemption from Restrictions.** A mortgagee which comes into possession of a Condominium 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, including but not limited to, restrictions on the posting of signs pertaining to the sale or rental of the Unit.

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 such participation.

ARTICLE X

LEASES

10.1 Notice of Lease. A Coowner, including the Developer, desiring to rent or lease a Condominium Unit shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a prospective tenant and, at the same time, shall supply the Association with a copy of the exact lease form for its review for compliance with the Condominium Documents.

10.2 Terms of Lease. Tenants or non-Coowner occupants shall comply with all the conditions of the Condominium Documents of the Project, and all lease and rental agreements must require such compliance. The owner of each rental unit will present to the Association evidence of certification or registration of the rental unit if required by local ordinance.

10.3 Remedies of Association. If the Association determines that any tenant or non-Coowner 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 Coowner by certified mail advising of the alleged violation by the tenant.

(b) **Investigation.** The Coowner will have 15 days after receipt of the notice to investigate and correct the alleged breach by the tenant 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 tenant or non Coowner occupant and a simultaneous action for money damages (in the same or in a separate action) against the

Coowner and tenant or non Coowner 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 tenant and the Coowner liable for any damages to the Common Elements caused by the Coowner or tenant in connection with the Unit or the Condominium Project.

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

ARTICLE XI

TRANSFER OF UNITS

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

11.2 Notice to Association. Whenever a Coowner shall sell, give, devise or otherwise transfer his Unit, or any interest therein, the Coowner shall give written notice to the Association within five (5) days after consummating the transfer. Such notice shall be accompanied by a copy of the sales agreement, deed or other documents evidencing the title or interest transferred.

ARTICLE XII

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 Coowners or between such Owners and the Association may, upon 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 thereto shall accept the arbitrator's decision and/or award as final and binding. The Commercial Arbitration Rules of the American Arbitration Association, as amended and in effect from time to time, shall be applicable to any such arbitration.

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

(a) **Purchaser's Option.** At the exclusive option of a Purchaser or Coowner in the Project, a contract to settle by arbitration shall be executed by the Developer with respect to any claim that might be the subject of a civil action against the Developer, which claim involves an amount less than \$2,500.00 and arises out of or relates to a purchase agreement, Condominium Unit or the Project.

(b) **Association's Option.** At the exclusive option of the Association of Coowners, a contract to settle by arbitration shall be executed by the Developer with respect to any claim that might be the subject of a civil action against the Developer, which claim arises out of or relates to the Common Elements of the Project, if the amount of the claim is \$10,000.00 or less.

12.3 Preservation of Rights. Election by any Coowner or by the Association to submit any dispute, claim or grievance to arbitration shall preclude such party from litigating the dispute, claim or grievance in the courts. Except as provided in these Bylaws, 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.

ARTICLE XIII

ELECTRONIC PARTICIPATION

A shareholder, member, or proxy holder may participate in a meeting of shareholders or members by a conference telephone or other means of remote communication that permits all persons who participate in the meeting to communicate with all the other participants, consistent with the following:

- (a) All participants shall be advised of the means of remote communication.
- (b) Participation in a meeting under this section constitutes presence in person at the meeting.
- (c) The board of directors may hold a meeting of shareholders or members that is conducted solely by means of remote communication.
- (d) Subject to any guidelines and procedures adopted by the board of directors, shareholders, members, and proxy holders that are not physically present at a meeting of shareholders or members may participate in the meeting by a means of remote communication, and are considered present in person and may vote at the meeting, if all of the following are met:
 - (1) The corporation implements reasonable measures to verify that each person that is considered present and permitted to vote at the meeting by means of remote communication is a shareholder, member, or proxy holder.
 - (2) The corporation implements reasonable measures to provide each shareholder, member, or proxy holder a reasonable opportunity to participate in the meeting and to vote on matters submitted to the shareholders or members, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with the

proceedings.

- (3) If any shareholder, member, or proxy holder votes or takes other action at the meeting by a means of remote communication, a record of the vote or other action is maintained by the corporation.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

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

14.2 Severability. In the event that 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 whatsoever, such holding shall not affect, alter, modify or impair any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

14.3 Notices. Notices provided for in the Act, the Master Deed, or the Bylaws shall be in writing, and shall be addressed to the Association at its registered office in the State of Michigan, and to any Coowner at the address contained in the deed of conveyance, or at such other address as may subsequently be provided by the Co-owner.

The Association may designate a different address for notices to it by giving written notice of such change of address to all Coowners. Any Coowner may designate a different address for notices to him or her by giving written notice to the Association. Notices addressed as above shall be deemed delivered when mailed by United States 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 11 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 (Corporate) Bylaws; and
- (5) the Rules and Regulations of the Association.

**EXHIBIT B TO FIRST AMENDMENT TO MASTER DEED OF
SILVER OAKS SITE CONDOMINIUM**

AFFIDAVIT OF ADOPTION

STATE OF MICHIGAN)
)ss.
COUNTY OF Kalamazoo)

Van Buren
William A.E. Wilcox, after being duly sworn, deposes and states that:

1. I am the President and a Board Member of Silver Oaks Site Condominium Association (the "Association")

2. That I certify and affirm, on behalf of the Association, that at a meeting of the Association duly called and held on December 8, 2010 the proposed adoption of the First Amendment to Master Deed of Silver Oaks Site Condominium received the affirmative vote of 100 % of the Co-owners entitled to vote as reflected on the records of the Association. The vote was 72 votes for and 0 votes against adoption of the Amendment.

William A.E. Wilcox
William A.E. Wilcox, President

STATE OF MICHIGAN)
)ss.
COUNTY OF Kalamazoo)

Van Buren
The foregoing instrument was acknowledged before me this 8 day of December, 2010, by William A.E. Wilcox, President of Silver Oaks Site Condominium Association, a Michigan non-profit corporation, on behalf of the corporation.

Kim Sandoval
Notary Public, State of Michigan
County of Kalamazoo
My Commission expires: July 2027
Acting in the County of Van Buren

KIERA SANDOVAL
NOTARY PUBLIC - STATE OF MICH.
COUNTY OF KALAMAZOO
My Commission Expires JULY 2027
Acting in the County of Van Buren

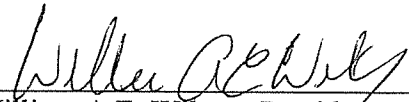
**EXHIBIT C TO FIRST AMENDMENT TO MASTER DEED OF
SILVER OAKS SITE CONDOMINIUM**

AFFIDAVIT OF NOTICE

STATE OF MICHIGAN)
)ss.
COUNTY OF Kalamazoo)

William A.E. Wilcox, after being duly sworn, deposes and states that:

1. I am the President of Silver Oaks Site Condominium Association, a Michigan non-profit corporation, the homeowners association for the Condominium Project known as Silver Oaks Site Condominium and designated as the Van Buren County Condominium Subdivision Plan No. 137 (the "Project").
2. On December 8, 2010, which will be more than ten (10) days before the recording of the First Amendment to Master Deed of Silver Oaks Site Condominium (the "First Amendment") to which this Affidavit is attached, all Co-owners in the Project were notified of the proposed First Amendment as required by Section 90(5) of Michigan's Condominium Act. Some notices were sent by first class mail, postage fully prepaid, and others were hand delivered.

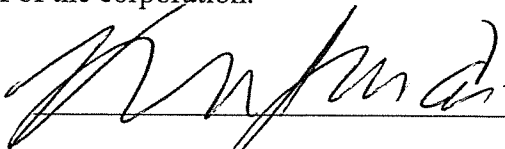


William A.E. Wilcox, President

STATE OF MICHIGAN)
)ss.
COUNTY OF Kalamazoo)

The foregoing instrument was acknowledged before me this 8 day of December 2010, by William A.E. Wilcox, President of Silver Oaks Site Condominium Association, a Michigan non-profit corporation, on behalf of the corporation.

KIERA SANDOVAL
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF KALAMAZOO
My Commission Expires JULY 2027
Acting in the County of Van Buren



Notary Public, State of Michigan
County of Kalamazoo
My Commission expires: July 2027
Acting in the County of Van Buren

L: 1711 P: 907 AGR

01/08/2021 11:38:29 AM Page: 1 of 3 Fee: \$ 30.00
LR-3399248 Register of Deeds - Van Buren County, MI



MAINTENANCE AGREEMENT

(for Private Developments)

THIS AGREEMENT is made and entered into effective the 24th day of September, 2019, by and between the Silver Oaks Phase II Condominiums, at CR 652 in Mattawan, hereinafter referred to as "the Community" and William Wilcox, of Powell Custom Homes LLC, its assigns and successors in interest, hereinafter referred to as "the Owner."

Powell Custom Homes LLC, as "Owner(s)" of the property described below, in accordance with Antwerp Township, agrees to install and maintain storm water management practice(s) on the subject property in accordance with approved plans and conditions. The Owner further agrees to the terms stated in this document to ensure that the storm water management practice(s) continues serving the intended function in perpetuity. This Agreement includes the following exhibits:

Exhibit A: Legal description of the real estate for which this Agreement applies ("Property").

Exhibit B: Location map(s) showing a location of the Property and an accurate location of each stormwater management practice affected by this Agreement.

Exhibit C: Long-term Maintenance Plan is to fix and repair any erosion that occurs in the ditches and retention ponds until the subdivision is 75% full. At that time, the retention ponds and the ditches will be turned over to Antwerp Township in a 433 Agreement.

Note: After construction has been verified and accepted by Antwerp Township for the storm water management practices, an addendum(s) to this agreement shall be recorded by the Owner showing design and construction details and provide copies of the recorded document to the Antwerp Township. The addendum may contain several additional exhibits.

Through this Agreement, the Owner(s) hereby subjects the Property to the following covenants, conditions, and restrictions:

1. The Owner(s), at its expense, shall secure from any affected owners of land all easements and releases of rights-of-way necessary for utilization of the storm water practices identified in Exhibit B and shall record them with the Van Buren County Register of Deeds. These easements and releases of rights-of-way shall not be altered, amended, vacated, released or abandoned without prior written approval of Antwerp Township.
2. The Owner(s) shall be solely responsible for the installation, maintenance and repair of the storm water management practices, drainage easements and associated landscaping identified in Exhibit B in accordance with the Maintenance Plan (Exhibit C).
3. The Owner(s), its successors and assigns, hereby grant permission to Antwerp Township, its authorized agents and employees, to enter upon the property and to inspect the storm water BMP facilities whenever Antwerp Township deems necessary. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facility including storm water reuse facilities, pervious pavement and vegetated roofs. When deficiencies are noted, Antwerp Township shall notify the Owner, its successors and assigns, and provide information from the inspection, its findings, and its evaluations and conclusions.

Powell

4. No alterations or changes to the storm water management practice(s) identified in Exhibit B shall be permitted unless they are deemed to comply with this Agreement and are approved in writing by Antwerp Township.
5. The Owner(s) shall retain the services of a qualified inspector (as described in Exhibit C – Maintenance Requirement 1) to operate and ensure the maintenance of the storm water management practice(s) identified in Exhibit B in accordance with the Maintenance Plan (Exhibit C).
6. Antwerp Township or its designee is authorized to access the property as necessary to conduct inspections of the storm water management practices or drainage easements to ascertain compliance with the intent of this Agreement and the activities prescribed in Exhibit C. Upon written notification by Antwerp Township or their designee of required maintenance or repairs, the Owner(s) shall complete the specified maintenance or repairs within a reasonable time frame determined by Antwerp Township. The Owner(s) shall be liable for the failure to undertake any maintenance or repairs so that the public health, safety and welfare shall not be endangered nor the road improvement damaged.
7. If the Owner(s) does not keep the storm water management practice(s) in reasonable order and condition, or complete maintenance activities in accordance with the Plan contained in Exhibit C, or the reporting required in 3 above, or the required maintenance or repairs under 4 above within the specified time frames, Antwerp Township is authorized, but not required, to perform the specified inspections, maintenance or repairs in order to preserve the intended functions of the practice(s) and prevent the practice(s) from becoming a threat to public health, safety, general welfare or the environment. In the case of an emergency, as determined by Antwerp Township, no notice shall be required prior to Antwerp Township performing emergency maintenance or repairs. Antwerp Township at the time of entering upon said storm water management practice for the purpose of maintenance or repair may file a notice of lien in the office of the Register of Deeds of the Van Buren County upon the property affected by the lien. If said costs and expenses are not paid by the Owner(s), Antwerp Township may pursue the collection of same through appropriate court actions and in such a case, the Owner(s) shall pay in addition to said costs and expenses all costs of litigation, including attorney fees.
8. The Owner(s) hereby conveys to Antwerp Township an easement over, on and in the property described in Exhibit A for the purpose of access to the storm water management practice(s) for the inspection, maintenance and repair thereof, should the Owner(s) fail to properly inspect, maintain and repair the practice(s).
9. The Owner(s) agrees that this Agreement shall be recorded and that the land described in Exhibit "A" shall be subject to the covenants and obligations contained herein, and this agreement shall bind all current and future owners of the property.
10. The Owner(s) agrees in the event that the Property is sold, transferred, or leased to provide information to the new owner, operator, or lessee regarding proper inspection, maintenance and repair of the storm water management practice(s). The information shall accompany the first deed transfer and include Exhibits B and C and this Agreement. The transfer of this information shall also be required with any subsequent sale, transfer or lease of the Property.
11. The Owner(s) agree that the rights, obligations and responsibilities hereunder shall commence upon execution of the Agreement.
12. The parties whose signatures appear below hereby represent and warrant that they have the authority and capacity to sign this agreement and bind the respective parties hereto.

13. The Proprietor, its agents, representatives, successors and assigns shall defend, indemnify and hold Antwerp Township harmless from and against any claims, demands, actions, damages, injuries, costs or expenses of any nature whatsoever, hereinafter "Claims", fixed or contingent, known or unknown, arising out of or in any way connected with the design, construction, use, maintenance, repair or operation (or omissions in such regard) of the storm drainage system referred to in the permit as Exhibit "C" hereto, appurtenances, connections and attachments thereto which are the subject of this Agreement. This indemnity and hold harmless shall include any costs, expenses and attorney fees incurred by Antwerp Township in connection with such Claims or the enforcement of this Agreement.

William A Wilcox
 Signature
William A Wilcox
 Print Name
Owner
 Title

William A Wilcox
 Signature
William A Wilcox
 Print Name
Authorized Agent
 Title

STATE OF: Michigan
 COUNTY OF: Kalamazoo
 On this 24th day of September, 2019
 before me personally appeared
William Wilcox
 and _____ title of
owner

STATE OF: Michigan
 COUNTY OF: Kalamazoo
 On this 8 day of December, 2020
 before me personally appeared
William Wilcox
 and _____ title of
owner

Angela R French 9-24-19
 Signature Date
Angela French
 Print Name

Kiera Jondaval 12/8/20
 Signature Date
Kiera Jondaval
 Print Name

I Hereby state I am a Notary in the County of Kalamazoo, and my commission on 11-21-2020.

I Hereby state I am a Notary in the County of Kalamazoo and my commission expires on July 2027.

DRAFTED BY:
 NAME: William Wilcox
 ADDRESS: 48962 24th St
Mathawan MI 49071

ANGELA R. FRENCH
 Notary Public, State of Michigan
 County of Kalamazoo
 My Commission Expires Nov. 21, 2020
 Acting in the County of Van Buren

ALLEN EDWIN HOMES LOT SALE AND BUILDING AGREEMENT

Read carefully. This Agreement ("Agreement") governs the legal rights of the Owner / Builder.
Owner may want to seek the advice of an Attorney.

BUILDER: Allen Edwin Home Builders, LLC Builder License No: 2102182919 Address: 2186 E Centre City: Portage State: Michigan Zip: 49002 Phone: (269) 321-2600 Fax: (269) 321-2601 Date: _____ Sales Counselor: _____	BUYER/OWNER: _____ BUYER/OWNER: _____ Address: _____ _____ City: _____ State: _____ Zip: _____ Home Phone: _____ Work Phone: _____ Mobile Phone: _____ Email: _____
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The parties mutually agree as follows:

1. OFFER: Buyer hereby offers to buy the property located in City Village Township of _____, _____ County, Michigan, the commonly known address of _____ and legally described as _____ (the "Lot"). The term "Lot", for purposes of this entire agreement, (including any supplemental documentation) shall include a Lot in a platted development, a Unit in a site condominium community organized under the Michigan Condominium Act or a parcel in situations where the property is an unplatted metes and bounds parcel of land. This offer also includes the home being or to be built thereon ("Home"), subject to any existing building and use restrictions, limitations and easements, substantially in accordance with the plans and specifications which are approved and signed by Buyer. The quality of materials and work shall be in accord with industry standards.

2. CONTRACT PRICE: Buyer agrees to pay Builder the sum of \$ _____ as the "Contract Price" for the Lot and for construction of the Home.

3. METHOD OF PAYMENT: All monies must be paid by certified check, cashier's check or money order. Sale NOT CONTINGENT on financing after pre-approval.

DUE ON SALE: BUILDER UNDERSTANDS THAT BUILDING OR TRANSFERRING THE PROPERTY DOES NOT RELIEVE BUILDER OF ANY MORTGAGE OBLIGATION OR OTHER INDEBTEDNESS TO WHICH THE PROPERTY IS SUBJECT, UNLESS OTHERWISE AGREED TO BY THE LENDER OR REQUIRED BY LAW OR REGULATION.

4. MORTGAGE CONDITIONS: Completion of this transaction is contingent on Buyer's ability to obtain a (conventional) (insured conventional) (FHA) (VA) first mortgage loan commitment or an acceptable conditional pre-approval for approximately \$ _____ ("Mortgage Loan"). Buyer shall apply for a first mortgage loan commitment or a conditional pre-approval (with such loan commitment or pre-approval to be in a form acceptable to Builder in Builder's sole discretion) **within three (3) business days from the date Buyer signs this agreement.** Buyer will provide any requested information to the lender in a timely manner. If Buyer is unable to obtain a mortgage loan commitment or an acceptable conditional pre-approval **within fifteen (15) days of loan application**, or if Buyer is declined for a loan during this time period, Builder may return all deposits to Buyer or, if applicable, Buyer may elect to become a member of the Home Buyers Club. In the event the initial lender is unable to issue a conditional pre-approval, customer's file may, at Builder's discretion, be transferred to an alternate lender to pursue obtaining a conditional pre-approval. Buyer consents that any information pertaining to the mortgage loan application and financing (includes but is not limited to, the Credit Report, Loan Application, Verification of Employment, Verification of Deposits, Tax Returns, Deposit and Investment account statements, Property Appraisal, Communication log and Letters of explanation) will be provided for Builder's review. If Buyer is unable to obtain a loan commitment due to Buyer's own intentional acts (or lack of cooperation with any lender), then Buyer shall be in default hereunder. Buyer shall also be in default if the Mortgage Loan is subsequently disapproved for any reason, including but not limited to, an adverse change in Buyer's financial or employment status, an adverse change in Buyer's creditworthiness, or relocation by the Buyer. Upon return of all deposits, all parties hereto shall be released from all obligations under this Agreement.

PRE-APPROVAL SERVICE: Buyer acknowledges that Buyer has been given an opportunity to obtain a pre-approval at no charge to Buyer by participating in Builder's Complimentary Pre-approval Service ("the Service"). This service is

utilized to verify Buyer's ability to obtain an acceptable loan approval and final approval prior to the start of construction. Buyer acknowledges that the service is free to Buyer and reduces Builder's risk in this transaction.

Buyer acknowledges that a representative of Builder explained the Service to Buyer. Buyer acknowledges that, if Buyer decides to waive Buyer's right to the Service, Buyer will be required to pay more earnest money than Buyer would have if Buyer used the Service.

Buyer Agrees to Utilize Service? Yes: _____ No: _____ (Please Initial)

Customer has home to sell? Yes: _____ No: _____ (Please Initial)

If Yes, the following applies:

If the new home is completed and the customer's existing home has either not sold or has not closed, customer agrees to secure interim financing so as to close on the new home in accordance with this agreement. This agreement is not contingent on the sale of customer's current home.

- 5. **EARNEST MONEY:** Buyer is depositing \$ _____ with Builder as earnest money evidencing good faith. If the sale is not closed due to failure to satisfy a contingency specified herein for a reason other than the fault of the Buyer, the earnest money shall be refunded to the Buyer. All monies paid to Builder will be applied towards down payment and credited to Buyer at closing but will be forfeited to Builder in the case of a default by Buyer.
- 6. **SELECTIONS:** The selections for the home are complete. Purchase Orders and materials have been finalized.
- 7. **WARRANTIES: RADON:** BUILDER MAKES NO REPRESENTATION OR WARRANTY AS TO THE PRESENCE OR LACK OF RADON OR HAZARDOUS ENVIRONMENTAL CONDITION, OR AS TO THE EFFECT OF RADON OR ANY SUCH CONDITION ON THE PREMISES OR RESIDENTS.

Buyer has been provided a sample warranty book and has read and understands the limited warranty administered by Residential Warranty Company, LLC. Validation of the Warranty is not guaranteed, but conditioned on the satisfactory completion of any required inspections, upon Seller's compliance with all of RWC's enrollment procedures, and upon Seller remaining in good standing in the RWC Program. Buyer understands and agrees that if the above Warranty is validated, it is provided by the Seller in lieu of all other warranties, verbal agreements, or representations to the extent permitted by law; and Seller makes no warranty, express or implied, as to quality, fitness for a particular purpose, merchantability, habitability or otherwise, except as is expressly set forth in the Program or as required by law. Buyer understands and agrees that the warranties of all appliances and other consumer products installed in the home are those of the manufacturer or supplier and same are assigned to Buyer, effective on the date of closing. In any event, Seller shall not be liable for any personal injury or other consequential or secondary damages and/or losses which may arise from or out of any and all defects. Buyer acknowledges and understands that the Warranty includes a provision requiring all disputes that arise under the Warranty to be submitted to binding arbitration.

BUYER: _____

BUYER: _____

- 8. **INSULATION:** The home is insulated as follows:

INSULATION: The home's finished living areas have been or will be insulated as follows:

Location	Type	Thickness	Value per Manufacturer
Exterior Framed walls	Fiberglass Batts	6-1/4"	R-19
Integrity Series ONLY-Exterior Framed walls	Fiberglass Batts	3-1/2"	R-13
Ceilings with attic space above	Fiberglass Blown-in	13"	R-30
Vaulted ceilings	Fiberglass Batts	12"	R-30
Rim Joists	Fiberglass Batts	3 1/2"	R-13
Cantilevered Floors	Fiberglass Batts	12"	R-30

This disclosure is made in accordance with Federal Trade Commission Regulation 16 CFR 460.16.

- 9. **PRORATIONS:** Except as stated in contrary herein, items normally prorated in real estate transactions, shall be adjusted to the date of closing.
- 10. **TAXES AND ASSESSMENTS:** Current real estate taxes, except special assessments, shall be prorated to the date of closing and shall be deemed to cover the _____ **Tax year** in which they become due and payable. Taxes shall be

deemed due and payable as follows: Winter taxes-December 1st; Summer taxes-July 1st or August 1st. Any remaining balance of any special assessment (including but not limited to assessments arising from a sewer, water or lighting assessment district) which is assumable by a buyer and payable in one or more subsequent periods, shall be the responsibility of the buyer unless otherwise agreed to the contrary in writing by the Builder.

- 11. TITLE EVIDENCE:** As evidence of marketable title, Builder will provide without expense to Buyer an Owner's Policy of Title Insurance, subject to the standard exceptions, existing building and use restrictions, easements and limitations, including a policy commitment at or prior to closing for the value of the lot. If it is determined that the title is not marketable, Builder will have 30 days after receiving written notice from Buyer to remedy the claimed defect(s). If Builder is unable to cure the defect(s) within 30 days, Buyer's deposit will be refunded in full, and this Agreement shall be terminated unless Buyer waives contingency and agrees to accept title with the defect(s) on title. The Seller will provide an owner's title insurance policy for the value of the lot, issued at occupancy.
- 12. APPRAISAL:** As a result of the Home Valuation Code of Conduct and regulatory pressures on mortgage lenders, Buyer agrees to cooperate fully in order to facilitate a timely closing in the event an appraisal less than the total contract price is received by the Buyer's mortgage lender. This includes, but is not limited to cooperation with appraisal appeals, the pursuit of alternate loan programs, and/or the utilization of alternate mortgage lenders. Buyer understands that the ability to include Seller Paid Closing Costs and/or certain selected options in the contract is contingent on the receipt of a supporting appraisal. In order to work within the mortgage lender's appraisal, Builder reserves the right to remove Seller Paid Closing Costs and/or selected options from the contract by reducing the total Contract Price by the amount of the aforementioned Seller Paid Costs and/or selected options. Should the Seller Paid Costs be reduced, Buyer shall assume all responsibility for the payment of Buyer's costs at closing. Builder agrees to abate any delayed closing fees during an appraisal appeal and reserves the right to cancel this agreement without further obligation should Builder deem, in its reasonable discretion, that reaching a timely closing is unlikely. In such instance, Builder will refund all Earnest Money, less any costs incurred to regain clear title to the Home and any credit repair if applicable, to the Buyer. Builder may require Buyer's lender to obtain an acceptable appraisal prior to the commencement of construction and Buyer agrees to take all necessary loan application steps in order to accommodate this requirement. Should the Buyer elect to keep all options and/or wish to pay the difference in pricing in the event of a short appraisal, such funds must be paid to Builder prior to the commencement of construction.
- 13. CLOSING AND TITLE INSURANCE:** Buyer shall not occupy the Lot or Home until the Builder has been paid in full. Occupancy or use of Home by Buyer constitutes acceptance of the Home and shall be deemed to be substantial completion. Cost of any unfinished work shall be placed in escrow until such work is complete. If Builder determines that it is not possible or prudent to acquire title to the Lot or to construct a Residence on the Lot, whether for regulatory, legal, contractual or other reasons, all in the reasonable discretion of Builder, Buyer's deposit shall be refunded in full, this Agreement shall be terminated, Builder and Buyer shall execute a Mutual Release, and Builder shall have no further obligation to Buyer. Prior to Occupancy, Seller will provide a Certificate of Occupancy from the governing municipal building department. All construction will meet or exceed building standards as adopted by the National Home Builders Association for Quality Construction. Buyer shall take possession at closing. Closing will be held at Devon Title Agency. **Builder will provide Buyer with a fourteen (14) day notice prior to the Closing Date. Buyer shall close this transaction by the later of thirty (30) days of signed purchase agreement or on or before Closing Date. If Buyer Fails to close within specified time frame, Buyer shall be in Default of this agreement, and, in addition to the penalties of Default, Buyer agrees to pay Builder a daily Delayed Closing Fee of \$75.00, immediately due and payable, to compensate Builder for carry costs. Builder will not authorize nor guarantee any mortgage rate lock costs, points, or lender fees. All mortgage rate locks are the responsibility of Buyer.**
- 14. UTILITIES:** By the day of closing, Buyer shall have transferred to Buyer's name all utilities serving the Home. Thereafter, Buyer is responsible for all utility costs incurred in connection with the improvements on the Real Estate. Further, if Buyer does not transfer any such utility, Builder reserves the right to disconnect such utility on the day after closing.

WELL AND SEPTIC: Some Lots may require installation of individual on-site septic systems and/or wells. Where these systems are required, Builder agrees to install the items in accordance with all local and statutory requirements. Well water may contain elevated levels of natural elements and minerals; therefore, Buyer may consider installation of water treatment device(s). Wells will be installed to provide volume for domestic water to the homes. Wells are not designed to provide the required flow for underground irrigation systems; however, an upgrade may be available at the selections appointment, should Buyer desire to utilize the well for both domestic and underground irrigation use. Septic system(s) are designed based on Lot specific soil quality and topography; therefore, the design and location of drain fields can vary widely from Lot to Lot. The final grade near the drain field will change the existing topography of the Lot. Builder

reserves the right to cancel this agreement should Builder find hardship in meeting the local and statutory requirements for these systems.

Well: _____ YES _____ NO (Please initial) Septic: _____ YES _____ NO (Please initial)

- 15. PLANS, SPECIFICATIONS AND FINAL SELECTION SHEET.** The Home shall be constructed in approximate conformity with the plans, specifications, selection sheets A and B, Layout Sheets and Selection Summary, all of which are on file with Builder. Buyer understands and agrees that Builder owns the architectural plans for the Home. The architectural plans are not for sale and will not be provided to Buyer.
- 16. LOCATION AND BOUNDARIES:** Buyer may at Buyer's expense have the property surveyed or take such other action as Buyer deems necessary to satisfy Buyer as to the location of the improvements on the boundaries of the Lot. When closing occurs, Buyer shall be deemed to have accepted the location of such improvements on, and the boundaries of, the property. Various stakes and markers exist on the lot and at or near property corners. The Buyer agrees not to rely on these markers for purposes of improvements such as fences, landscaping, decks, etc. The Buyer also agrees that any representation from Allen Edwin regarding lot boundaries is approximate. If the Buyer desires accurate lot boundary identification, the Buyer should hire a licensed surveyor to stake the lot and provide a boundary survey certified to the Buyer.
- 17. CASUALTY:** In the event that, on or before the closing date, any buildings or other improvements on the property shall be damaged by fire, storm or other casualty, and the cost to repair same is in excess of 10% of the Total Contract Price, either party shall have the right to rescind this Agreement by written notice to the other party within seven (7) days after receiving notice of such casualty, and the Buyer shall be entitled to a refund of any earnest money.
- 18. DEFAULT:** If Buyer defaults, Builder may enforce this contract, or may declare Buyer's right to purchase terminated, keep the deposit, and pursue its legal remedies. Buyer hereby acknowledges and agrees that default by Buyer will cause Builder to incur damages, which may be difficult to precisely determine. In the event that Buyer defaults, all sums paid by Buyer in connection with this Agreement including Earnest Money, additional Earnest Money and any other monies paid to Builder shall be forfeited to Builder. In addition, Buyer agrees to pay the sum of \$5,000.00 to Builder as liquidated damages and not as a penalty, along with reasonable attorney fees incurred by Builder as a result of such default or, Builder, at its option shall be entitled to recover its actual damages and reasonable attorney fees incurred by Builder as a result of Buyer's default. If Builder defaults, Buyer's sole remedy shall be to the return of the earnest money.
- 19. COUNTERPARTS:** This agreement may be signed in any number of counterparts with the same effect as if the signature of each counterpart were upon same instrument.
- 20. CHANGES IN WORK OR CONTRACT:** Builder shall not be obligated to make any changes and/or alterations in the work and/or materials, and Buyer shall not be obligated to pay, except upon written change orders signed by Buyer and Builder. Oral changes will not be accepted. No modifications of this Agreement shall be binding unless in writing and signed by the Parties. Notwithstanding the foregoing, Builder reserves the right to revise plans, designs, included features, and specifications without notice or obligation. Furthermore, materials or products of similar quality (in Builder's sole determination) may be substituted as a result of changes in municipal requirements, supplier or labor cost or availability, or for any other reason determined by Builder. This Agreement shall not be assigned by Buyer without written consent of Builder.
- 21. DISPUTES:** Any claim or demand of either party arising out of this Agreement, including without limitation, claims of fraud, misrepresentation, warranty, workmanship or negligence, shall be submitted to binding arbitration. The parties shall attempt to agree on a mutually agreeable independent arbitrator. If the parties are unable to mutually agree on an arbitrator, an arbitrator shall be selected in accordance with the rules of the American Arbitration Association. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association, Home Construction Arbitration Rules and Mediation Procedures. A Circuit Court judgment may render judgment upon the award made pursuant to this Agreement. This Agreement is specifically made subject to and incorporates the provisions of the Uniform Arbitration Act, MCL 691.1681. The parties agree that this paragraph is intended to be an alternative dispute resolution provision under the terms of the Michigan Occupational Code, MCL 339.2411 and MCL 339.2412. The cost of such arbitration shall be divided equally between both parties.

Unless specifically agreed in writing by the parties, in the event that a dispute arises with respect to a delay in completion of construction or a Certificate of Occupancy, and in the further event that an arbitrator or court determines that any such delay constitutes a default under this Addendum or any agreement to which it relates, the Buyer's sole and exclusive remedy shall be the right to recover interest on the amount deposited by Buyer computed at the rate of seven

percent (7%) per annum and covering the period from the required completion date to the date of actual completion of construction. In no event shall delay in completion give rise to a right to rescind, or permit termination of this agreement. In no event shall Allen Edwin have any responsibility or liability for any commitments between the Buyer and any Lender for items such as interest rates or rate lock periods. Legal actions to enforce the rights granted by promissory notes, mortgages, and grants of easement are excluded from binding arbitration.

- 22. TIME DELAYS:** Builder shall not be responsible for delays in completion of work resulting from: the acts, neglect or default of Buyer or persons employed by Buyer; delays resulting from damage by fire, windstorm, rain days, other inclement weather, acts of God or casualty; delays from shortage of any building materials; delays caused by processes for courts or other circumstances beyond the Builder's control. If Buyer is to provide or select any work or materials necessary for the completion of this project, it shall be done in a timely fashion and any loss occasioned by Buyer's failure to so comply shall be reimbursed to Builder.
- 23. INSPECTION:** Builder shall permit and facilitate inspection of the work at reasonable times by Buyer and public authorities. Buyer acknowledges that Buyer has been informed by Builder that a construction site is a dangerous area. Buyer shall notify Builder prior to entering the construction site.
- 24. LICENSE:** A residential builder or a residential maintenance and alteration contractor is required to be licensed under article 24 of Act 299 of the Public Acts of 1980, as amended, being sections 339.2401 to 339.2412 of the Michigan Compiled Laws. An electrician is required to be licensed under Act No. 217 of the Public Acts of 1956, as amended, being sections 338.881 to 338.892 of the Michigan Compiled Laws. A plumber is required to be licensed under Act No. 266 of the Public Acts of 1929 as amended, being sections 338.901 to 338.917 of the Michigan Compiled Laws.
- 25. WORK STOPPAGE OR PAYMENT DEFAULT:** If the work of Builder shall be stopped under any Court Order, governmental order or for any reason outside Builder's control, for a period of thirty (30) days through no act or fault of the Builder, his employees or agents, then the Builder may stop work or terminate this Agreement.
- 26. SUPERVISION OF WORK:** Buyer agrees that the direction and supervision of the workers, including subcontractors, rests exclusively with the Builder. The Buyer further agrees not to negotiate for additional work with the Builder's sub-contractors or to engage with builders or sub-contractors for work on this project, except with the Builder's consent.
- 27. PUNCH LISTS:** Buyer acknowledges that when the final punch list has been submitted all items on the final punch list will be completed to model home quality, accepted national building standards, and local building code.
- 28. COOPERATION:** If Buyer fails to reasonably cooperate with Builder in any way, Buyer's failure to cooperate shall be deemed a default, and Builder shall have the right to terminate the Agreement three (3) days after notice to Buyer.
- 29. BINDING:** This Agreement shall be binding upon and take effect to the benefit of the parties hereto and their respective successors, heirs, assign, executors, administrators and personal representatives.
- 30. UNITS IN CONDOMINIUM PROJECTS:** (In the event of any inconsistency between this Paragraph 30 and other provisions of this Agreement, Paragraph 30 controls)

Buyer: _____ Buyer: _____

30a. ESCROW PROVISIONS: All sums received by the Builder from Buyer pursuant to this Agreement required to be placed in escrow shall be deposited with Devon Title, 3250 W. Centre St., Portage, Michigan 49024, as Escrow Agent acting by and through its representatives (or such other Escrow Agent qualified to serve as such under the Act as may be later substituted by the Builder in such capacity), under an Escrow Agreement between the Builder and such Company which is part of the Purchase Agreement and is incorporated herein by reference, the terms of which are accepted by Buyer who agrees to be bound thereby as though a party to the agreement. In the event of Buyer's withdrawal from this Agreement prior to the date on which it becomes a binding Purchase Agreement, the funds shall be returned to Buyer within three (3) business days after written notification of such withdrawal has been received by the Escrow Agent, and all rights and liabilities of the Buyer and Builder under this Agreement shall wholly cease and terminate. After expiration of the withdrawal period, the Builder shall retain sufficient funds in escrow (or provide sufficient security) to assure completion of only those uncompleted structures and improvements which are labeled "must be built" under the terms of the condominium documents.

30b. CANCELLATION RIGHTS OF BUYER: Unless the Buyer waives the right of withdrawal, this Agreement shall not become binding and the Buyer may withdraw without cause and without penalty if such withdrawal is made before conveyance of the Unit and within nine (9) business days after receipt by the Buyer of a copy of the recorded Master Deed and other documents required by Section 84a of the Condominium Act. If the Buyer does not withdraw as

provided above, this Agreement shall become binding upon him/her at the expiration of nine (9) business days following receipt by the Buyer of the documents specified above (including the day on which the documents are received if that day is a business day).

30c. ARBITRATION: At the exclusive option of the Buyer, any claim which might be the subject of a civil action against the Builder which involves an amount less than \$2,500.00, and arises out of or relates to this Purchase Agreement or the Unit or project to which this Agreement relates, shall be settled by binding arbitration conducted by the American Arbitration Association. The arbitration shall be conducted in accordance with applicable law and the currently applicable rules of the American Arbitration Association. Judgment upon the award rendered by arbitration may be entered in a circuit court of appropriate jurisdiction.

31. FINAL AGREEMENT: This Agreement expresses all agreements between the parties concerning the subject matter hereof and supersedes all previous understandings relating thereto, whether oral or written.

32. REAL ESTATE BROKERS:

____The Buyer and Builder warrant and represent to the other that no agreement exists, and no acts or undertakings have taken place, creating or which could create, any obligation to any real estate broker in this transaction, and each party shall indemnify and hold the other party harmless from any and all claims for real estate commissions caused by actions of the party in question.

____A sales commission equal to ____% of the Final Sales Price (Excluding: Closing Costs, Pre-Paid, and Down Payment Assistance) will be paid to the listed real estate broker. Real estate broker has signed Builder 'BROKER COMMISSION AGREEMENT' and Buyer acknowledges listed Realtor is their sole representative in the transaction.

Broker Name: _____
Agent Name: _____
License #: _____
Address: _____
City: _____ State _____ Zip _____
Phone #: Work _____ Mobile _____
Email _____

____A sales commission equal to ____% of the Final Sales Price (Excluding: Closing Costs, Pre-Paid, and Down Payment Assistance) will be paid to the listed real estate broker. Real estate broker has signed Builder 'BROKER COMMISSION AGREEMENT' and Buyer acknowledges listed Realtor is their sole representative in the transaction.

Broker Name: _____
Agent Name: _____
License #: _____
Address: _____
City: _____ State _____ Zip _____
Phone #: Work _____ Mobile _____
Email _____

Buyer: _____ Buyer: _____

33. RECEIPT OF PLAT RESTRICTIONS OR CONDOMINIUM PURCHASER INFORMATION BOOK: Buyer acknowledges that a copy of the plat restrictions or condominium purchaser information book (whichever is applicable) was received for lot # _____ of _____.

34. PERIODIC HOMEOWNER ASSOCIATION OBLIGATIONS: Buyer understands that most Lots are governed by homeowner associations which impose dues or fees for various services provided to homeowners. It is Buyer's responsibility to ascertain current levels of dues and fees. Buyer also acknowledges that in most cases such dues and fees increase from time to time and that it is Buyer's responsibility to evaluate the impact such increases may have in the future.

35. ELECTRONIC TRANSMISSION OF DOCUMENTS. You have agreed to receive the Purchase Agreement and accompanying addenda, and the various disclosures required under the Michigan Condominium Act, electronically. The Uniform electronic Transactions Act may require various consents and assurances with respect to the use of electronic records, disclosures and signatures. To assure compliance with any such requirements we ask that you initial each of the following:

_____ I/We have agreed to receive the Purchase Agreement and accompanying addenda and the Purchaser Information Booklet by electronic transmission

_____ I/We understand that this consent to electronic transmission may be revoked at any time.

35. NEW HOME ORIENTATION. Buyer will be provided with a New Home Orientation by an Allen Edwin Homes Representative and will sign a punch list prior to closing.

We have read this Agreement carefully before signing and hereby acknowledge receipt of a copy thereof.

Builder: Allen Edwin Home Builders, LLC

Buyer: _____

By: _____

Buyer: _____

Date: _____

Date: _____

SILVER OAKS SITE CONDOMINIUM
ESCROW AGREEMENT

AGREEMENT, made the ___ day of _____, 20___ between Allen Edwin Home Builders, LLC, a Michigan limited liability company with offices at 2186 E. Centre Ave., Portage, MI 49002 ("Builder"), and Devon Title Agency, a Michigan corporation, with offices at 800 E. Milham Road, Portage, MI 49002 (the "Escrow Agent").

RECITALS:

WHEREAS, Silver Oaks Site Condominium is a residential development in the Township of Antwerp and Almeda, Van Buren County, Michigan, developed by a third party unrelated to Builder, as a site Condominium Project under the Michigan Condominium Act (Act No. 59, Public Acts of 1978, as amended, hereinafter the "Act"); and

WHEREAS, Builder intends to sell Units in Silver Oaks Site Condominium (the "Project"), and is entering into Purchase and/or Preliminary Reservation Agreements (the "Purchase Agreements") with purchasers for such Units in substantially the form attached, and each such Agreement requires that all deposits made by prospective purchasers be held by an Escrow Agent under an Escrow Agreement; and

WHEREAS, the parties hereto desire to enter into such an Escrow Agreement for the benefit of Builder and for the benefit of each purchaser (hereinafter called "Purchaser") who makes a deposit under a Purchase Agreement.

NOW, THEREFORE, it is agreed as follows:

1. Builder shall, promptly after receipt, transmit to Escrow Agent all sums deposited with it under a Purchase or Reservation Agreement, together with a fully executed copy of such Agreement, as required under Section 84 Act. Pursuant to Section 84(3), such funds need not be deposited in escrow if such funds are not required by other provisions of the Act to be retained in escrow after the closing. Pursuant to Section 103b(5), Builder has elected to provide the Escrow Agent with evidence of lending commitments, together with an indemnification agreement, having a value of not less than the amount that would otherwise be retained pursuant to Section 103b(3) of the Act.

2. The sums paid to Escrow Agent under the terms of any Purchase or Reservation Agreement shall be held and released to Builder or to Purchaser upon the following conditions:

A. In the event that a Purchaser withdraws from a Reservation Agreement, or from a Purchase Agreement prior to the time that the Agreement becomes binding under its provision, Escrow Agent shall, within 3 business days from the date of receipt of notice of such withdrawal, release to Purchaser all of Purchaser's deposits held under the Agreement.

B. If Builder requests that all or any part of the escrowed funds held under this Agreement be delivered to it prior to the time it otherwise becomes entitled to receive them, Escrow Agent may release all such sums to Builder if Builder has placed with Escrow Agent an irrevocable letter of credit drawn in favor of Escrow Agent in form and substance satisfactory to Escrow Agent and securing full repayment of such sums, or has placed with Escrow Agent such other substitute security as may be permitted by law and approved by Escrow Agent.

3. The Escrow Agent in the performance of its duties under this Agreement shall be deemed an independent party not acting as the agent of the Builder, any Purchaser, Co-owner, or other interested party. So long as the Escrow Agent relies upon any certificate, cost estimate, or determination made by a licensed professional engineer or architect as described in the Act, the Escrow Agent shall have no liability whatever to the Builder or to any Purchaser, Co-owner, or other interested party for any error in such certificate, cost estimate, or determination, or for any act or omission by the Escrow Agent in reliance thereon. The Escrow Agent shall be relieved of all liability upon release, in accordance with this Paragraph, of all amounts deposited with it as required by the Act.

4. Escrow Agent may require reasonable proof of occurrence of any of the events, actions, or conditions stated in this Agreement before releasing any sums held by it under a Purchaser Agreement to a Purchaser or to the Builder.

5. Upon making delivery of the funds deposited with Escrow Agent under a Purchase Agreement and performance of the obligations and services stated in both the Purchase Agreement and in this Escrow Agreement, Escrow Agent shall be released from any further liability under any such Agreement, it being expressly understood that liability is limited by the terms and provisions of such Agreement, and of this Agreement, and that by acceptance of this Agreement, Escrow Agent is acting in the capacity of a depository and is not as such, responsible or liable for the sufficiency, correctness, genuineness or validity of the instruments submitted to it, or the marketability of title to any Unit reserved or sold under any other Agreement. Escrow Agent shall not be responsible for the failure of any bank used by it as an escrow depository for funds received by it under this escrow.

6. Builder hereby agrees to indemnify and hold the Escrow Agent harmless for any loss or damage sustained by the Escrow Agent, including, but not limited to, reasonable attorney fees resulting from any litigation arising from the performance of Escrow Agent's obligations and services, provided such litigation is not a result of Escrow Agent's wrongful act or negligence.

7. All funds received in this escrow, and any other funds received by Devon Title in connection with the subject real estate transaction, shall be deposited with other escrow funds in one or more non-interest bearing escrow accounts of Escrow Agent in a state or national bank selected by Escrow Agent. Escrow Agent shall have no obligation to account in any manner to the parties to this escrow for the value of any benefit received by Escrow Agent, directly or indirectly, by reason of the deposit of any such funds or the maintenance of such accounts with such bank, nor shall Escrow Agent have any obligation to pay any benefit to said parties. Such benefits may include, without limitation, credits allowed by such bank on loans to Escrow Agent

or its parent company, and credits on accounting, reporting, and other services and products of such bank. Any such benefits shall be deemed additional compensation of Escrow Agent for its services in connection with this escrow. Escrow Agent shall not be liable for any delay in closing this escrow if the funds deposited in this escrow are not available for immediate withdrawal as a matter of right following deposit in such bank. Escrow Agent shall not be liable for any loss or impairment of said funds due to bank failure, insolvency, or suspension.

8. All notices required or permitted under this Agreement and all notices of change of address shall be deemed sufficient if personally delivered or sent by registered or certified mail, postage pre-paid and return receipt requested, addressed to the recipient party at the address shown below such party's signature to this Agreement or upon any of the other said Agreements. For purposes of calculating time periods under the provisions of this Agreement, notice shall be deemed effective upon mailing or personal delivery, whichever is applicable.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the date set forth at the outset hereof

ALLEN EDWIN HOME BUILDERS, LLC

By: _____

Its: _____

DEVON TITLE AGENCY

By: _____

Its: _____



Form Revision Date 07/2016

RESTATED ARTICLES OF INCORPORATION

For use by DOMESTIC NONPROFIT CORPORATION

Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned corporation executes the following Restated Articles:

The identification number assigned by the Bureau is:	<input type="text" value="802298027"/>
The present name of the corporation is:	<input type="text" value="SILVER OAKS SITE CONDOMINIUM ASSOCIATION"/>
All former names of the corporation are:	<input type="text"/>
The date of filing the original Articles of Incorporation was:	<input type="text" value="3/14/2019"/>

ARTICLE I

The name of the corporation is:

SILVER OAKS SITE CONDOMINIUM ASSOCIATION

ARTICLE II

The purpose or purposes for which the corporation is formed for:*

- (a) To manage and administer the affairs of and to maintain Silver Oaks Site Condominium, a condominium located in Van Buren County, Michigan, all appurtenances thereto, and the common elements, property and easements thereof (the "Condominium");
- (b) To levy and collect assessments against and from the members of the Corporation and to use the proceeds therefrom for the purposes of the Corporation, and to enforce assessments through liens and foreclosure proceedings where appropriate;
- (c) To carry insurance and to collect and allocate the proceeds thereof;
- (d) To restore, repair or rebuild the Condominium, or any portion thereof, after occurrence of casualty, and to negotiate on behalf of all the members in connection with any taking of the Condominium, or any portion thereof, by eminent domain;
- (e) To contract for and employ, and to discharge, persons or business entities to assist in the management, operation, maintenance and administration of the Condominium;
- (f) To make reasonable rules and regulations governing the use and enjoyment of the Condominium and to enforce such rules and regulations by all legal methods, including, without limitation, imposing fines and late payment charges, or instituting eviction or legal proceedings;
- (g) To own, maintain and improve, and to buy, operate, manage, sell, convey, assign, transfer, mortgage or lease (as landlord or tenant), or otherwise deal in any real or personal property, including but not limited to any Condominium unit, easements, rights of way, licenses or any other real property, whether or not contiguous to the Condominium, to benefit the members of the Corporation and to further any of the purposes of the Corporation;
- (h) To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the Corporation, and to secure that debt by mortgage, pledge or other lien on the Corporation's property; provided, however, that any such action shall be subject to limitation in amount and to voter approval as provided in the Bylaws of the Corporation;
- (i) To enforce the provisions of the Master Deed and Bylaws of the Condominium and of these Articles of Incorporation and such Bylaws, rule and regulations of this Corporation as may hereafter be adopted, and to sue on behalf of the Condominium or the members and to assert, defend or settle claims on behalf of the members with respect to the Condominium;
- (j) To do anything required or permitted to it as administrator of the Condominium by the Condominium Master Deed or Bylaws or by Act No. 59 of the Public Acts of 1989, as amended;
- (k) In general, to enter into any kind of activity in connection with the foregoing; to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement and operation of the Condominium and to the accomplishment of any of the Condominium's lawful purposes and with all powers conferred upon nonprofit corporations by the laws of the State of Michigan;

ARTICLE III

The Corporation is formed upon basis.

If formed on a stock basis, the total number of shares the corporation has authority to issue is

If formed on a nonstock basis, the corporation is to be financed under the following general plan:

CONTRIBUTIONS BY MEMBERSHIP

The Corporation is formed on a basis.

ARTICLE IV

The street address of the registered office of the corporation and the name of the resident agent at the registered office (P.O. Boxes are not acceptable):

1. Agent Name: WILLIAM A.E. WILCOX
2. Street Address: 48962 24TH STREET
Apt/Suite/Other:
City: MATTAWAN
State: MI Zip Code: 49071

3. Registered Office Mailing Address:
P.O. Box or Street Address: 48962 24TH STREET
Apt/Suite/Other:
City: MATTAWAN
State: MI Zip Code: 49071

Use the space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added.

**ARTICLE V
MEMBERSHIP**

THE QUALIFICATIONS OF MEMBERS, THE MANNER OF THEIR ADMISSION TO THE CORPORATION, THE TERMINATION OF MEMBERSHIP AND VOTING BY SUCH MEMBERS SHALL BE AS FOLLOWS:

- (A) EACH CO-OWNER (INCLUDING THE DEVELOPER) OF A CONDOMINIUM UNIT SHALL BE A MEMBER OF THE CORPORATION, AND NO OTHER PERSON OR ENTITY SHALL BE ENTITLED TO MEMBERSHIP, EXCEPT THAT THE INCORPORATOR SHALL BE A MEMBER OF THE CORPORATION UNTIL SUCH TIME AS THE DEVELOPER BECOMES A MEMBER AS HEREINAFTER PROVIDED, AT WHICH TIME THE INCORPORATOR'S MEMBERSHIP SHALL TERMINATE.
- (B) MEMBERSHIP IN THE CORPORATION (EXCEPT WITH RESPECT TO A NON-CO-OWNER INCORPORATORS, WHO SHALL CEASE TO BE MEMBERS UPON THE QUALIFICATION OF MEMBERSHIP OF ANY CO-OWNER) SHALL BE ESTABLISHED BY THE ACQUISITION OF LEGAL OR EQUITABLE TITLE TO A CONDOMINIUM UNIT AND BY RECORDING WITH THE REGISTER OF DEEDS IN THE COUNTY WHERE THE CONDOMINIUM IS LOCATED A DEED OR OTHER INSTRUMENT EVIDENCING SUCH TITLE AND THE FURNISHING OF EVIDENCE OF SUCH ACQUISITION AND RECORDING SATISFACTORY TO THE CORPORATION (EXCEPT THAT THE DEVELOPER OF THE CONDOMINIUM SHALL BECOME A MEMBER IMMEDIATELY UPON ESTABLISHING THE CONDOMINIUM) THE NEW CO-OWNER THEREBY BECOMING A MEMBER OF THE CORPORATION, AND THE MEMBERSHIP OF THE PRIOR CO-OWNER OF SUCH UNIT THEREBY BEING TERMINATED.
- (C) NEITHER MEMBERSHIP NOR THE SHARE OF A MEMBER INT EH FUNDS AND ASSETS OF THE CORPORATION CAN BE ASSIGNED, PLEDGED OR TRANSFERRED IN ANY MANNER, EXCEPT AS AN APPURTENANCE TO A CONDOMINIUM UNIT.
- (D) VOTING BY MEMBERS SHALL BE IN ACCORDANCE WITH THE PROVISIONS OF THE BYLAWS OF THE CONDOMINIUM AND THE BYLAWS OF THIS CORPORATION.

**ARTICLE VI
LIABILITY OF VOLUNTEER DIRECTORS AND OFFICERS**

NO MEMBER OF THE BOARD OF DIRECTORS OF THE CORPORATION WHO IS A "VOLUNTEER DIRECTOR" AS THAT TERM IS DEFINED IN THE MICHIGAN NONPROFIT CORPORATION ACT (THE "ACT") AND NO OFFICER OF THE CORPORATION WHO IS A "VOLUNTEER OFFICER", AS THAT TERM IS USED IN THE ACT, SHALL BE PERSONALLY LIABLE TO THE CORPORATION FOR MONETARY DAMAGES FOR A BREACH OF THE DIRECTOR'S OR OFFICER'S FIDUCIARY DUTY; PROVIDED, HOWEVER, THAT THIS PROVISION SHALL NOT ELIMINATE OR LIMIT THE LIABILITY OF A DIRECTOR OR OFFICER FOR ANY OF THE FOLLOWING:

- (A) THE AMOUNT OF A FINANCIAL BENEFIT RECEIVED BY A DIRECTOR OR VOLUNTEER OFFICER TO WHICH HE OR SHE IS NOT ENTITLED;
- (B) INTENTIONAL INFLICTION OF HARM ON THE CORPORATION, ITS SHAREHOLDERS OR MEMBERS;
- (C) A VIOLATION OF SECTION 551 OF THE ACT;
- (D) AN INTENTIONAL CRIMINAL ACT; OR
- (E) A LIABILITY IMPOSED UNDER SECTION 497(A)

IF THE ACT IS AMENDED AFTER THE EFFECTIVE DATE OF THIS ARTICLE TO AUTHORIZE THE FURTHER ELIMINATION OR LIMITATION OF THE LIABILITY OF DIRECTORS OR OFFICERS OF NONPROFIT CORPORATIONS, THEN THE LIABILITY OF MEMBERS OF THE BOARD OF DIRECTORS AND OFFICERS OF THE CORPORATION, IN ADDITION TO THAT DESCRIBED IN THIS ARTICLE VI, SHALL BE ASSUMED BY THE CORPORATION

OR ELIMINATED OR LIMITED TO THE FULLEST EXTENT PERMITTED BY THE ACT AS TO AMENDED. NO AMENDMENT OR REPEAL OF THIS ARTICLE VI SHALL APPLY TO OR HAVE ANY EFFECT ON THE LIABILITY OR ALLEGED LIABILITY OF ANY MEMBER OF THE BOARD OF DIRECTORS OR OFFICER OF THE CORPORATION FOR OR WITH RESPECT TO ANY ACTS OR OMISSIONS OCCURRING BEFORE THE EFFECTIVE DATE OF ANY SUCH AMENDMENT OR REPEAL.

ARTICLE VII
ASSUMPTION OF LIABILITY

THE CORPORATION ASSUMES LIABILITY FOR ALL ACTS OR OMISSIONS OF A VOLUNTEER DIRECTOR, VOLUNTEER OFFICER, OR OTHER VOLUNTEER OF THE CORPORATION OCCURRING AFTER THE EFFECTIVE DATE OF THIS ARTICLE, PROVIDED THAT ALL OF THE FOLLOWING ARE MET:

- (A) THE VOLUNTEER WAS ACTING OR REASONABLY BELIEVED HE OR SHE WAS ACTING WITHIN THE SCOPE OF HIS OR HER AUTHORITY;
- (B) THE VOLUNTEER WAS ACTING IN GOOD FAITH;
- (C) THE VOLUNTEER'S CONDUCT DID NOT AMOUNT TO GROSS NEGLIGENCE OR WILLFUL AND WANTON MISCONDUCT;
- (D) THE VOLUNTEER'S CONDUCT WAS NOT AN INTENTIONAL TORT; AND
- (E) THE VOLUNTEER'S CONDUCT WAS NOT A TORT ARISING OUT OF THE OWNERSHIP, MAINTENANCE OR USE OF A MOTOR VEHICLE FOR WHICH TORT LIABILITY MAY BE IMPOSED UNDER SECTION 3135 OF THE INSURANCE CODE OF 1956.

ARTICLE VIII
CONFLICTS OF INTEREST

NO CONTRACT OR OTHER TRANSACTION BETWEEN THE CORPORATION AND ANY OTHER CORPORATION, FIRM, OR ASSOCIATION SHALL BE VOIDABLE BY THE FACT THAT ANY ONE OR MORE OF THE DIRECTORS OR OFFICERS OF THE CORPORATION ARE INTERESTED IN OR ARE DIRECTORS OR OFFICERS OF SUCH OTHER CORPORATION, FIRM OR ASSOCIATION, AND ANY DIRECTOR OR OFFICER INDIVIDUALLY MAY BE A PARTY TO OR MAY BE INTERESTED IN ANY CONTRACT OR TRANSACTION OF THE CORPORATION; PROVIDED, THAT THE CONTRACT OR OTHER TRANSACTION IS FAIR AND REASONABLE TO THE CORPORATION WHEN IT IS AUTHORIZED, APPROVED OR RATIFIED AND THAT THE MATERIAL FACTS AS TO SUCH RELATIONSHIP OR INTEREST ARE DISCLOSED OR KNOWN TO THE BOARD OR COMMITTEE AT THE TIME IT IS AUTHORIZED, APPROVED OR RATIFIED. SUCH AUTHORIZATION, APPROVAL, OR RATIFICATION MUST BE BY A VOTE SUFFICIENT FOR THE PURPOSES WITHOUT COUNTING THE PERSON DESIRING TO CONTRACT WITH THE CORPORATION WHO IS A DIRECTOR OR OFFICER OF THE CORPORATION, AND ANY SUCH PERSON IS HEREBY RELIEVED FROM ANY LIABILITY THAT MIGHT OTHERWISE EXIST FROM CONTRACTING WITH THE CORPORATION FOR THE BENEFIT OF HIMSELF OR ANY FIRM, ASSOCIATION, OR CORPORATION, IN WHICH HE MAY BE OTHERWISE INTERESTED.

ARTICLE IX
COMPROMISE, ARRANGEMENT, OR REORGANIZATION

WHEN A COMPROMISE OR ARRANGEMENT OR A PLAN OF REORGANIZATION OF THE CORPORATION IS PROPOSED BETWEEN THE CORPORATION AND ITS CREDITORS OR ANY CLASS OF THEM OR BETWEEN THE CORPORATION AND ITS MEMBERS, OR ANY CLASS OF THEM, A COURT OF EQUITY JURISDICTION WITHIN THE STATE ON APPLICATION OF THE CORPORATION OR OF A CREDITOR, OR OF A MEMBER OF THE CORPORATION, OR ON APPLICATION OF A RECEIVER APPOINTED FOR THE CORPORATION, MAY ORDER A MEETING OF THE CREDITORS OR CLASS OF CREDITORS OR OF THE MEMBERS OR CLASS OF MEMBERS TO BE AFFECTED BY THE PROPOSED COMPROMISE OR ARRANGEMENT OR REORGANIZATION, TO BE SUMMONED IN SUCH MANNER AS THE COURT DIRECTS. IF A MAJORITY IN NUMBER REPRESENTING SEVENTY-FIVE (75%) PERCENT IN VALUE OF THE CREDITORS OR CLASS OF CREDITORS, OR OF THE MEMBERS OR CLASS OF MEMBERS TO BE AFFECTED BY THE PROPOSED COMPROMISE OR ARRANGEMENT OR A REORGANIZATION, AGREES TO A COMPROMISE OR ARRANGEMENT OR A REORGANIZATION OF THE CORPORATION AS A CONSEQUENCE OF THE COMPROMISE OR ARRANGEMENT, THE COMPROMISE OR ARRANGEMENT AND THE REORGANIZATION, IF SANCTIONED BY THE COURT TO WHICH THE APPLICATION HAS BEEN MADE, SHALL BE BINDING ON ALL THE CREDITORS OR CLASS OF CREDITORS, OR ON ALL OF THE MEMBERS OR CLASS OF MEMBERS, AND ALSO ON THE CORPORATION.

ARTICLE X
ACTION BY WRITTEN CONSENT

ANY ACTION REQUIRED OR PERMITTED TO BE TAKEN AT AN ANNUAL OR SPECIAL MEETING OF THE MEMBERS MAY BE TAKEN WITHOUT A MEETING, WITHOUT PRIOR NOTICE, AND WITHOUT A VOTE IF A CONSENT IN WRITING, SETTING FORTH THE ACTION SO TAKEN, IS SIGNED BY MEMBERS HAVING NOT LESS THAN THE MINIMUM NUMBER OF VOTES THAT WOULD BE NECESSARY TO AUTHORIZE OR TAKE THE ACTION AT A MEETING AT WHICH ALL MEMBERS ENTITLED TO VOTE THEREON WERE PRESENT AND VOTED. PROMPT NOTICE OF THE TAKING OF THE CORPORATE ACTION WITHOUT A MEETING BY LESS THAN UNANIMOUS WRITTEN CONSENT SHALL BE GIVEN TO MEMBERS WHO HAVE NOT CONSENTED IN WRITING.

ARTICLE XI
AMENDMENT

THESE ARTICLES MAY BE AMENDED BY THE AFFIRMATIVE VOTE OF NOT LESS THAN A MAJORITY OF THE ENTIRE MEMBERSHIP OF THE CORPORATION; PROVIDED, THAT IN NO EVENT SHALL ANY AMENDMENT MAKE CHANGES IN THE QUALIFICATIONS FOR MEMBERSHIP NOR THE VOTING RIGHTS OF MEMBERS WITHOUT THE UNANIMOUS CONSENT OF THE MEMBERSHIP.

ARTICLE XII
TERMINATION

IN THE EVENT THE EXISTENCE OF THE CORPORATION SHALL BE TERMINATED FOR ANY REASON, ALL ASSETS OF THE CORPORATION

REMAINING AFTER PAYMENT OF OBLIGATIONS IMPOSED BY APPLICABLE LAW SHALL BE DISTRIBUTED AMONG THE MEMBERS OF THE CORPORATION IN THE SAME PROPORTION TO WHICH EACH MEMBER'S INTEREST IN THE COMMON ELEMENTS OF THE PROJECT BEARS TO THE TOTAL OF SUCH INTERESTS.

ALL OTHER RULES OF ADMISSION, RETENTION AND DISMISSAL, AND MATTERS RELATED TO MEMBERSHIP IN THE CORPORATION SHALL BE AS PRESCRIBED BY THE BYLAWS OF THE CONDOMINIUM AND THE BYLAWS OF THIS CORPORATION.

Article

Effective Date: 03/18/2019

COMPLETE SECTION (a) IF THE RESTATED ARTICLES WERE ADOPTED BY THE UNANIMOUS CONSENT OF THE INCORPORATOR(S) BEFORE THE FIRST MEETING OF THE BOARD OF DIRECTORS, OTHERWISE, COMPLETE SECTION (b). DO NOT COMPLETE BOTH.

(a) These Restated Articles of Incorporation were duly adopted on 3/14/2019, in accordance with the provisions of Section 641 of the Act by the unanimous consent of the incorporator(s) before the first meeting of the Board of Directors under Section 611(1)(a).

This document must be signed by a majority of incorporators:

Signed this 18th Day of March, 2019 by:

Signature	Title	Title if "Other" was selected
William A.E. Wilcox	Incorporator	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

Decline Accept

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the RESTATED ARTICLES OF INCORPORATION

for

SILVER OAKS SITE CONDOMINIUM ASSOCIATION

ID Number: 802298027

received by electronic transmission on March 18, 2019 ***, is hereby endorsed.***

Filed on March 19, 2019 ***, by the Administrator.***

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 19th day of March, 2019.

Julia Dale, Director

Corporations, Securities & Commercial Licensing Bureau



THE CONDOMINIUM BUYER'S HANDBOOK

The Condominium Buyer's Handbook is created by the Michigan Department of Licensing and Regulatory Affairs as required by the Condominium Act (PA 59 of 1978, as amended).
This edition includes Public Act 134 of 2013 amendments.

PREFACE

The Department of Licensing & Regulatory Affairs has NO authority to enforce or regulate any provisions of the Act or the bylaws of condominium developments.

The Condominium Buyer's Handbook is a guide for people who are interested in buying a condominium. For your protection, you should read this booklet before you sign a purchase agreement. This handbook contains a summary of portions of the Condominium Act. Although the information is directed primarily toward residential condominium buyers, the Act also covers business, manufactured housing, campground and marina condominium developments. The last section of the handbook describes the legal remedies that are available to you based on the Condominium Act.

Although the Department of Licensing and Regulatory Affairs is the designated administrator in the Act, the Legislature repealed the Department's regulatory and enforcement responsibilities in 1983.

Additional information may be found on our website at: www.michigan.gov/condo

NOTE: A person or association of co-owners adversely affected by a violation of, failure to comply with, the Condominium Act, administrative rules, or any provision of your bylaws or master deed may take action in a court of competent jurisdiction.

CONDOMINIUM OWNERSHIP

Condominium unit co-owners have exclusive ownership rights to their unit and the right to share the common elements of the condominium development with other co-owners. The condominium subdivision plan, which is part of the master deed, identifies which areas are units and which areas are common elements.

The co-owners own and maintain the development once the developer has sold all the units, unless the local government agrees to take responsibility for maintaining a portion of the development. Roads are an example of a portion of a condominium development that may become public.

The master deed provides the percentage of ownership for each condominium unit in the development. This percentage is the basis for determining your obligation for payment of monthly maintenance fees, assessments for major repairs, and may determine your voting percentage at association meetings. The association of co-owners determines how much the monthly maintenance fee will be and assesses each owner for repairs to the common elements.

READ THE BYLAWS

Read the bylaws for the association and condominium development as they contain provisions outlining your rights and obligations as a co-owner.

You are obligated to pay the monthly maintenance fee and any assessments. If there are no restrictions in the bylaws that place limits on increasing the monthly fee, the association has the right to determine the amount. If the roads, or any other portion of the common elements in the development need repair, the association will determine the amount each owner is responsible for paying. If there are no restrictions in the bylaws regarding assessments, the association has the right to determine the amount. If you fail to pay an assessment or monthly fee, the association may place a lien on your unit.

Modifications or repairs to your unit may require approval of the co-owners association. If you do not obtain approval, the association may take legal action against you.

Before signing a purchase agreement, you should be aware of any restrictions on pets, renting, displaying items outdoors, and other prohibitions in the bylaws. Even if a restriction is not in the bylaws when you purchase, the association may amend the bylaws. Only changes that materially affect the co-owners require a vote of all co-owners.

You may not have the right to attend association meetings unless the bylaws specify that you may attend. The bylaws may not require associations to provide minutes of their meetings to co-owners.

PRELIMINARY RESERVATION AGREEMENTS

A preliminary reservation agreement gives you the opportunity, for a specified time, to purchase a particular condominium unit upon sale terms to be determined later. The developer must place the payment you make in an escrow account with an escrow agent. If you make a payment under a preliminary reservation agreement and cancel the agreement, the developer must fully refund the money. If you enter into a purchase agreement, the developer must credit the payment toward any payment due in the purchase agreement.

PURCHASE AGREEMENTS

A purchaser may withdraw from a signed purchase agreement without cause or penalty within nine business days as long as the property has not been conveyed to the purchaser. The nine-business day window starts the day the purchaser receives all the documents that the developer is required to provide. The developer must deposit payments made under a purchase agreement in an escrow account with an escrow agent.

Before signing an agreement, it is advisable to seek professional assistance to review all condominium documents.

Some issues to consider before buying include the following:

- **Do not rely on verbal promises** - insist that everything be in writing and signed by the appropriate parties involved in the transaction.
- The bylaws may contain a variety of restrictions. You may be required to receive association approval for certain actions. If you do not obtain prior approval, the association has authority to enforce the legal restrictions in the bylaws.
- You may be subject to a binding purchase agreement before construction is complete. Determine whether the agreement will provide you with adequate rights if the developer does not finish the unit in time to meet the occupancy date.
- You may wish to contact the local government to determine if the developer is contractually obligated to finish the development.
- Review all restrictions, covenants, and easements that might affect the condominium project or your unit.
- Determine if the developer has reserved any rights to alter the project.
- Before signing a purchase agreement, make sure you have financing, or that the agreement specifies it is dependent on your ability to obtain a mortgage commitment for the unit.
- When buying a condominium unit in a structure, you may also be a joint owner of the furnace, roof, pipes, wires and other common elements. Ask for an architect's or engineer's report on the condition of all building components, their expected useful life and building maintenance records.

- There is no governmental agency that regulates condominium associations and management companies. Only a judge has authority to order an association to comply with the Condominium Act and bylaws.

DOCUMENTS THE DEVELOPER MUST PROVIDE

The developer must provide copies of the following documents to a prospective purchaser:

1. The recorded master deed.
2. A copy of the purchase agreement and the escrow agreement.
3. The condominium buyer's handbook.
4. A disclosure statement that includes:
 - The developer's previous experience with condominium projects.
 - Any warranties undertaken by the developer.
 - The extent to which financial arrangements have been provided for completion of all structures and improvements labeled "must be built" on the subdivision plan.
 - An itemization of the association's budget.

ASSOCIATION OF CO-OWNERS (CONDOMINIUM BOARD)

Initially, the developer appoints the board of directors, who govern the development until the first annual meeting. The provisions for holding the annual meeting and designating the voting procedures should be included in the condominium development bylaws. The Condominium Act, (Section 52), describes the procedure for transitioning from the developer to the association of co-owners for the governing of the development. (Also see "Election of Association of Co-owners Board of Directors" later in this handbook.)

The co-owners elect the association, which is responsible for governing the development and maintaining the general common elements. The general common elements may consist of hallways, lobbies, building exteriors, lawns, streets (if the roads are private), recreation facilities, heating, water and electric systems. The association may hire a management company to provide services for the development. They also have the right to assess co-owners for repairs. After the creation of the association, the association may adopt bylaws for the operation of the association. Rules governing the condominium development are in the bylaws that the developer created for the condominium development.

A condominium association is a private, not public entity. Meetings of the association are not subject to the Open Meetings Act, which requires public agencies to make attendance at meetings open to the public and requires the provision of minutes that describe actions taken at the meeting.

Associations are required by law to keep books and records with a detailed account of the expenditures and receipts affecting the project and its administration, and which specify the operating expenses. The developer must

provide a disclosure statement itemizing the association's budget at the time you receive the master deed.

Associations are required to maintain a reserve fund for major repairs and replacement of common elements. The minimum amount is 10% of the annual budget on a non-cumulative basis. If the association needs additional funds for major repairs, they may have the right to assess each owner. Monthly fees and assessments are a lien on the condominium unit. You may not be exempt from monthly fees and assessments by nonuse of the common elements or by abandonment of the condominium unit.

If you have a complaint with the association or other co-owners, review the condominium bylaws to determine what recourse you have. Generally, only professional arbitrators or the courts have jurisdiction over complaints between these parties.

DOCUMENTS THE ASSOCIATION MUST PROVIDE

The association must provide a financial statement annually to each co-owner. The books, records, and contracts concerning the administration and operation of the condominium project must be available for examination by any of the co-owners at convenient times. An association with annual revenues more than \$20,000 shall have its books, records, and financial statements independently audited or reviewed by a certified public account on an annual basis. However, such an association may opt out of the requirement for an independent audit or review by a certified public account by an affirmative vote. The association must keep current copies of the master deed, all amendments to the master deed, and other condominium documents available at reasonable hours to co-owners, prospective purchasers and prospective mortgagees.

SITE CONDOMINIUMS

The term "site condominium" is not legally defined in the Condominium Act. It is used to describe a condominium development with single-family detached housing instead of two or more housing units in one structure.

Site condominium developments must comply with the Act. The Act requires developers to notify the appropriate local government of their intent to develop a condominium project. The type of review the development is subject to depends on the local government's ordinances. Site condominium documents are not reviewed by the State for conformance with the Condominium Act.

Another type of single-family-residential housing development in Michigan is a subdivision which is regulated according to the Land Division Act. Although a site condominium development may look like a subdivision developed in accordance with the Land Division Act, they are not the same. Subdivisions developed pursuant to the Land Division Act are subject to state review for conformance with

the Land Division Act. Subdivisions developed pursuant to the Land Division Act must be approved for compliance with the Land Division Act before the developer may sell any real estate.

LIMITED OR GENERAL COMMON ELEMENTS

Common elements mean the portions of the condominium project other than the condominium unit. Limited common elements are areas with usage restrictions. A carport space assigned to a unit is a limited common element. The yard of a single family detached unit, for use by the owner of that unit, may be a limited common element. General common elements such as roads, open space areas and recreation facilities are available for use by everyone in the development. The master deed specifies which areas of your condominium development are designated as limited or general common elements. Use of the common elements is governed by the bylaws for the condominium development.

ADVISORY COMMITTEE

The advisory committee is established when one of the following occurs, whichever happens first: 120 days after 1/3 of the units are sold or one year after a unit is sold to a non-developer co-owner.

The purpose of the advisory committee is to meet with the development's board of directors to facilitate communication and aid in the transition of control from the developer to the association of co-owners. The advisory committee ceases when a majority of the association of co-owners is elected by the (non-developer) co-owners.

ELECTION OF ASSOCIATION OF CO-OWNERS BOARD OF DIRECTORS

No later than 120 days after 25% of (non-developer) co-owners have title to the units; that may be created, at least one director, and not less than 25% of the board of directors shall be elected by the co-owners.

No later than 120 days after 50% of (non-developer) co-owners have title to the units that may be created, at least one third of the board of directors shall be elected by the co-owners.

No later than 120 days after 75% of (non-developer) co-owners have title to units, and before 90% are sold, the co-owners shall elect all but one director on the board. The developer shall have the right to designate one director only if the developer owns and offers for sale at least 10% of the units, or as long as 10% of the units remain to be created.

If titles to 75% to 100% of the units that may be created have not been sold 54 months after the first conveyance, the (non-developer) co-owners shall elect the number of board members equal to the percentage of units they hold. If the

developer has paid all assessments, the developer has the right to elect the number of board members equal to the percentage of units that are owned by the developer.

CONDOMINIUM DOCUMENTS

The condominium documents include the master deed, condominium subdivision plan, bylaws for the condominium project, and any other documents referred to in the master deed or bylaws. In addition, the developer is required to provide a disclosure statement.

Once the association is established, it may adopt another set of bylaws pertaining to the association's operation. The association or management company must keep books and records with a detailed account of the expenditures and receipts affecting the project and its administration, and which specify the operating expenses.

AMENDMENTS TO CONDOMINIUM DOCUMENTS

If the condominium documents contain a statement that the developer or association of co-owners has reserved the right to amend the documents for that purpose, then the documents may be amended without the consent of the co-owners, as long as the change does not materially alter or change the rights of a co-owner.

The master deed, bylaws and condominium subdivision plan may be amended, even if the amendment will materially alter or change the rights of a co-owner with the consent of at least 2/3 of the votes of the co-owners and mortgagees.

The method or formula used to determine the percentage of value of each unit for other than voting purposes cannot be modified without the consent of each affected co-owner.

A co-owner's condominium unit dimensions or limited common elements may not be modified without the co-owner's consent.

The association of co-owners may amend the condominium documents as to the rental of units or terms of occupancy. The amendment does not affect the rights of any lessors or lessees under a written lease executed before the effective date of the amendment, or condominium units that are owned or leased by the developer.

REMEDIES AVAILABLE PURSUANT TO THE CONDOMINIUM ACT

A developer who offers or sells a condominium unit in violation of the Act is liable to the purchaser for damages.

A person or association of co-owners adversely affected by a violation of, or failure to comply with, the Act, the administrative rules issued under the authority of the

Act, or any provision of an agreement or a master deed may take action in a court with jurisdiction. The court may award costs to the prevailing party.

A co-owner may take action against the association of co-owners to compel the association to enforce the condominium documents. To the extent that the condominium documents expressly provide, the court shall determine costs of the proceeding and the successful party shall recover those costs.

A co-owner may take action against another co-owner for injunctive relief or for damages for noncompliance with the terms of the condominium documents or the Act.

For condominium projects established on or after May 9, 2002, the bylaws must contain a provision that disputes relating to the interpretation of the condominium documents or arising out of disputes among co-owners may be resolved through arbitration. Both parties must consent to arbitration and give written notice to the association. The decision of the arbitrator is final and the parties are prohibited from petitioning the courts regarding that dispute.

A co-owner, or association of co-owners, may execute a contract to settle by arbitration for any claim against the developer that might be the subject of a civil action. A purchaser or co-owner has the exclusive option to execute a contract to settle by arbitration for any claim against the developer that might be the subject of a civil action and involves less than \$2,500. All costs will be allocated in the manner provided by the arbitration association. A contract to settle by arbitration must specify that the arbitration association will conduct the arbitration. The method of appointment of the arbitrator will be pursuant to rules of the arbitration association. Arbitration will be in accordance with Public Act No. 236 of 1961, (MCL 600.5001 to 5065), which may be supplemented by rules of the arbitration association. An arbitration award is binding on the parties to the arbitration.

The Condominium Act provides the right to notify the governmental agency that is responsible for the administration and enforcement of construction regulations of an alleged violation of the state construction code, other applicable building code, or construction regulation.

A person who willfully and knowingly aids in misrepresentation of the facts concerning a condominium project, as described in the recorded master deed, is guilty of a misdemeanor and shall be punished by a fine, imprisonment, or both. Actions under MCC 559.258 shall be brought by the prosecuting attorney of the county in which the property is located, or by the department of attorney general.

A person can not take action arising out of the development or construction of the common elements, or the management, operation, or control of a condominium project, more than three years from the transitional control date or two years from the date of the cause of the action, whichever occurs later. The transitional control

date is the date the board of directors takes office by an election where the co-owners' votes exceed the developer's votes for the board members.

A condominium developer may be required to be a licensed residential builder under the Occupational Code (PA 299 of 1980, Article 24, as amended). A complaint for a violation of the **Michigan Occupational Code** or administrative rules, must be made within 18 months after completion, occupancy, or purchase of a residential structure. Conduct subject to penalty is described in the Occupational Code (MCL 339.2411). Complaints concerning construction may be filed with:

Michigan Department of Licensing and Regulatory Affairs
Bureau of Corporations, Securities and Commercial Licensing
Enforcement Division
P. O. Box 30018
Lansing, MI 48909
Phone: (517) 241-9202
www.michigan.gov/lara

The **Michigan Consumer Protection Act** prohibits certain methods, acts, practices, and provides for certain investigations and prescribes penalties. Complaints regarding an alleged violation of the Consumer Protection Act may be filed with:

Michigan Department of Attorney General
Consumer Protection Division
P. O. Box 30213-7713
Lansing, MI 48909
Phone: (517) 373-1140
www.michigan.gov/ag

LEGAL REFERENCES

Condominium Act, P.A. 59 of 1978, as amended, MCL 559.101 et seq.
Condominium Rules, R559.101 et seq, 1985 Michigan Admin Code.
Occupational Code, P.A. 299 of 1980, as amended, MCL 339.101 et seq.
Consumer Protection Act, P.A. 331 of 1976, as amended, MCL 445.901 et seq.
Stille-DeRossett-Hale Single State Construction Code Act, P.A. 230 of 1972, as amended, MCL 125.1501 et seq.