



**CITY OF ROMULUS – CITY COUNCIL
REGULAR MEETING AGENDA
March 6, 2023
7:30 PM**

Members of the public can view the Regular City Council Meetings live via the Romulus Public Access Channel 12 and YouTube at www.youtube.com/cityofromulus. Public comments can also be emailed to publiccomment@romulusgov.com

Pledge of Allegiance

Roll Call

1. Agenda

- A. Approval of Agenda

2. Minutes

- A. Approval of Minutes from the Regular Meeting held on Monday, February 27, 2023, at 7:30 p.m.
- B. Approval of Minutes from the Special Meeting - Study Session held on Monday, February 27, 2023, at 6:45 p.m. to discuss the amendments to The Fairways at Gateway PDA site plan.

3. Petitioner

- A. **Petitioner:** Rino Soave, Infinity Homes & Co.
Petition: Approval of Preliminary PDA Site Plan & Preliminary Condominium Plans

4. Chairperson's Report, John Barden, Mayor Pro-Tem

- A. Approval of the Chairperson's Report

5. Mayor's Report – Robert A. McCraight, Mayor

- A. Wayne County Sub-Recipient Agreement for HUD Community Development Block Grant (CDBG) program with Wayne County for 2022-2023 CDBG Project Years
- B. DDA Board Appointments and Re-Appointments
- C. Rumble in Romulus Event - No Fee Permit/Road Closure Request
- D. Extension of RFP 19/20-04 CivicPlus with addition of Freedom of Information Act (FOIA) Management Software
- E. Introduction of Budget Amendment 22/23-12
- F. Introduction of Budget Amendment 22/23-13 (Building Dept.)
- G. Sole Source Purchase - Flock Group, Inc. - Falcon Camera System & Installation

6. Clerk's Report – Ellen L. Craig-Bragg, Clerk

7. Treasurer's Report – Stacy Paige, Treasurer

8. Public Comment - Citizens are to limit their comments to three (3) minutes. All citizens wishing to speak will be heard.

9. Unfinished Business

10. New Business

11. Communication

12. Adjournment



RULES REGARDING THE PUBLIC ADDRESSING A CITY MEETING

Any member of the public shall have the right to address the City Council, Board or Commission on any item on the agenda under the following conditions:

1. Individuals requesting to address City Council, a Board or Commission on an agenda item or under public comment must fill out a “*Request to Address*” card provided – listing name, address, phone number and agenda item on which comments are desired to be made and present it to the Clerk or recording secretary.
2. When the agenda item is reached, the clerk or recording secretary shall call upon the person or persons who filed the request to speak. A member of the public shall not be permitted to enter into debate with a petitioner.
3. Individuals that would like to address City Council under the public comment portion of the agenda, must raise their hand and when recognized by the chair, the person shall approach the microphone and state their name and address.
4. Remarks shall be limited to three (3) minutes, subject to being extended an additional three (3) minutes by consent of the chair. There shall be no personal attacks. Remarks shall not contain any profanity, racial, ethnic, religious, sexual or national origin slurs or overtones. Anyone making such remarks shall lose his/her right to address the City Council, Board or Commission.
5. No person shall be permitted to address the group on any item more than once at any one meeting without the approval of a majority of the quorum present.
6. All of the foregoing does not apply to a person previously granted a hearing at the meeting in question.
7. This rule does not permit members of the public to join in debate or discussion with petitioners, members of the body or with other members of the public present at such meeting.
8. Once a motion is on the floor, discussion from the public shall no longer be permitted on that agenda item.
9. The public may make a request to the Chairperson of the Council on a form provided by the Clerk, to be added to the agenda of a future Council meeting to address a subject that Council would have authority to address. If the Chairperson denies the request, the request may be made to the entire Council under the Public Comment section of the Council’s agenda. If the request is granted by a majority of the Council, it will be added as an agenda item at the next regular meeting of the Council.

The meeting will be held in the City Council Chambers, Romulus City Hall, 11111 South Wayne Road, Romulus, MI 48174. NOTE: Anyone planning to attend the meeting who has need of special assistance under the Americans with Disabilities Act (ADA), is asked to contact the Clerk’s Office (734-942-7540) 48 hours prior to the meeting – the staff will be pleased to make the necessary arrangements.



City of Romulus

Agenda

Council Meeting Held: **March 6, 2023**

Item No. A.

General Description: Approval of Agenda

Resolution No. _____

<i>Moved by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Seconded by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

<i>Ayes:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Nays:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Abstain:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



City of Romulus

Minutes

Council Meeting Held: **March 6, 2023**

Item No. A.

General Description: Approval of Minutes from the Regular Meeting held on Monday, February 27, 2023, at 7:30 p.m.

Resolution No. _____

<i>Moved by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Seconded by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

<i>Ayes:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Nays:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Abstain:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



MINUTES OF THE REGULAR ROMULUS CITY COUNCIL MEETING

February 27, 2023

Romulus City Hall Council Chambers, 11111 Wayne Rd, Romulus, MI 48174

The meeting was called to order at 7:30 p.m. by Mayor Pro-Tem John Barden.

Pledge of Allegiance

Roll Call

Present: Kathy Abdo, John Barden, Celeste Roscoe, Tina Talley, William Wadsworth, Eva Webb, Virginia Williams

Absent / Excused:

Administrative Officials in Attendance:

Robert McCraight, Mayor

D'Sjonaun Hockenhull, Deputy Clerk

Administrative Staff in Attendance:

Stephen Hitchcock - City Attorney; Kevin Krause - Director of Community Safety and Development;

Roberto Scappaticci - DPW Director

1. Agenda

- A.** Moved by **Tina Talley**, seconded by **Kathy Abdo**, to accept the Agenda as presented.

Roll Call Vote: Ayes - Abdo, Barden, Roscoe, Talley, Wadsworth, Webb, Williams

Nays - None

Motion Carried Unanimously

2. Minutes

- A. Res. #23-041** Moved by **William Wadsworth**, seconded by **Tina Talley**, to approve the Minutes from the Regular Meeting held on Monday, February 13, 2023, at 7:30 p.m.

Roll Call Vote: Ayes - Abdo, Barden, Roscoe, Talley, Wadsworth, Webb, Williams

Nays - None

Motion Carried Unanimously

- B. Res. #23-042** Moved by **Kathy Abdo**, seconded by **William Wadsworth**, to approve the Minutes from the Special Meeting - Study Session held on Monday, February 13, 2023, at 6:00 p.m. to discuss the design details for the proposed Veteran's Memorial Park and alternative details to restore the former Veteran's Memorial Monument on the City Municipal Complex.

Roll Call Vote: Ayes - Abdo, Barden, Roscoe, Talley, Wadsworth, Webb, Williams

Nays - None

Motion Carried Unanimously

3. Petitioner - None

4. Chairperson's Report, John Barden, Mayor Pro-Tem

Willie Maull, the owner of N-Spite-of, addressed the City Council about a concert being held at Romulus High School on April 15th and requested support from the elected officials of the city.

- A.** Moved by **Celeste Roscoe**, seconded by **Tina Talley**, to accept the Chairperson's Report.

Roll Call Vote: Ayes - Abdo, Barden, Roscoe, Talley, Wadsworth, Webb, Williams

Nays - None

Motion Carried Unanimously

5. Mayor's Report – Robert A. McCraight, Mayor

Mayor McCraight addressed the news reports regarding the toxic chemical waste from the East Palestine crash site being dumped into an injection well in the city.

A resident commented on the injection well in the city and the safety data sheets required for accepting hazardous materials.

A resident commented on the transportation of hazardous materials in the city.

A resident inquired about violations of the special land use variance for the injection well site.

State Senator Darrin Camilleri thanked the Council, Mayor, and his administration for their leadership in fighting against the injection well for many years and spelled out a plan of action and accountability.

- A. Res. #23-043** Moved by **Tina Talley**, seconded by **Celeste Roscoe**, to concur with the Administration and authorize the DPW to dispose of the listed vehicle to be auctioned on govdeals.com with the buyer to pay 12.50% fee to govdeals per vehicle with all proceeds going to the appropriate City fund.

Roll Call Vote: Ayes - Abdo, Barden, Roscoe, Talley, Wadsworth, Webb, Williams

Nays - None

Motion Carried Unanimously

- B. Res. #23-044** Moved by **William Wadsworth**, seconded by **Tina Talley** to concur with the Administration and authorize the Mayor and Clerk to enter into the contract between the Michigan Department of Transportation (MDOT) and the City of Romulus to resurface Huron River Drive between Pennsylvania Road and Eureka Road with a local match in the amount of 20% (\$221682.00).

Roll Call Vote: Ayes - Abdo, Barden, Roscoe, Talley, Wadsworth, Webb, Williams

Nays - None

Motion Carried Unanimously

- C. Res. #23-045** Moved by **Celeste Roscoe**, seconded by **Virginia Williams**, to concur with the Administration and authorize the Mayor and Clerk to enter into the grant contract between Michigan Economic Development Corporation (MEDC) and the City of Romulus, which will provide funding to support the costs of performing repairs to sidewalk infrastructure within the City. These repairs will include sidewalk systems in the Romulus Urban Renewal neighborhood, between Van Born and Wick Roads, and between Van Born and Beverly Roads, as well as bringing existing pathways from Wick Road to Smith Road, establishing compliance with the Americans with Disability Act.

Roll Call Vote: Ayes - Abdo, Barden, Roscoe, Talley, Wadsworth, Webb, Williams

Nays - None

Motion Carried Unanimously

6. Clerk's Report – Ellen L. Craig-Bragg, Clerk

- A. Res. #23-046** Moved by **William Wadsworth**, seconded by **Tina Talley**, to approve a one-hour and fifteen-minute study session request for Monday, April 3, 2023, and Monday, April 10, 2023, beginning at 6:00 p.m., to discuss the proposed 2023-24 City Budgets.

Roll Call Vote: Ayes - Abdo, Barden, Roscoe, Talley, Wadsworth, Webb, Williams

Nays - None

Motion Carried Unanimously

Res. #23-047 Moved by **Celeste Roscoe**, seconded by **Tina Talley**, to schedule a public hearing to be held in the Romulus City Hall Council Chambers on Monday, May 1, 2023, at 6:30 p.m. in accordance with Chapter 9, Section 9.3 of the Romulus City Charter.

Roll Call Vote: Ayes - Abdo, Barden, Roscoe, Talley, Wadsworth, Webb, Williams

Nays - None

Motion Carried Unanimously

- B. Res. #23-048** Moved by **Celeste Roscoe**, seconded by **Tina Talley**, to approve the Study Session Request for Monday, March 6, 2023, at 6:45 p.m. to discuss the Quarterly Investment Report.

Roll Call Vote: Ayes - Abdo, Barden, Roscoe, Talley, Wadsworth, Webb, Williams

Nays - None

Motion Carried Unanimously

7. Treasurer's Report – Stacy Paige, Treasurer

8. Public Comment - None

9. Unfinished Business - None

10. New Business - None

11. Warrant

- A. Res. #23-049** Moved by **Kathy Abdo**, seconded by **Tina Talley**, to approve Warrant #: 23-04 for checks presented in the amount of \$1,439,330.26.

Roll Call Vote: Ayes - Abdo, Barden, Roscoe, Talley, Wadsworth, Webb

Nays - Williams

Motion Carried

12. Communication

Councilperson Talley offered condolences to Councilperson Abdo and her family. She commented on the coffee hours hosted by the city's state-elected officials and the budget review with various department heads and the Mayor. She reminded residents that applications for Hometown Hero are available and solicited participants for the Good Friday Walk.

Councilperson Williams reminded residents of the Forgotten Harvest program at the high school.

13. Adjournment

Moved by **William Wadsworth**, seconded by **Tina Talley**, to adjourn the meeting at 9:24 p.m.

Roll Call Vote: Ayes - Abdo, Barden, Roscoe, Talley, Wadsworth, Webb, Williams

Nays - None

Motion Carried Unanimously

I, Ellen L. Craig-Bragg, Clerk for the City of Romulus, Michigan certify the foregoing to be a true copy of the minutes of the regular meeting of the Romulus City Council held on February 27, 2023.



Ellen L. Craig-Bragg, City Clerk
City of Romulus, Michigan



City of Romulus

Minutes

Council Meeting Held: **March 6, 2023**

Item No. B.

General Description: Approval of Minutes from the Special Meeting - Study Session held on Monday, February 27, 2023, at 6:45 p.m. to discuss the amendments to The Fairways at Gateway PDA site plan.

Resolution No. _____

<i>Moved by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Seconded by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

<i>Ayes:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Nays:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Abstain:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



MINUTES OF THE ROMULUS CITY COUNCIL SPECIAL MEETING – STUDY SESSION
February 27, 2023

Romulus City Hall Council Chambers, 11111 Wayne Rd, Romulus, MI 48174

The meeting was called to order at 6:45 p.m. by Mayor Pro-Tem John Barden.

1. Roll Call

Present: Kathy Abdo, John Barden, Celeste Roscoe, Tina Talley, William Wadsworth, Eva Webb
(attended the meeting at 7:10 p.m.), Virginia Williams

Absent / Excused:

Administrative Officials in Attendance:

Robert McCraight, Mayor

D'Sjonaun Hockenhull, Deputy Clerk

Administrative Staff in Attendance:

Stephen Hitchcock - City Attorney; Carol Maise - City Planner; Jeffrey Kemp - Building and Safety Director;
Roberto Scappaticci - DPW Director; Kevin Krause - Director of Community Safety & Development

2. Moved by Tina Talley, seconded by William Wadsworth, to accept the Study Session Agenda as presented.

Roll Call Vote: Ayes - Abdo, Barden, Roscoe, Talley, Wadsworth, Williams

Nays - None

Motion Carried Unanimously

3. Discussion: Amendments to The Fairways at Gateway PDA site plan

City Planner Carol Maise began the discussion by reviewing the purpose of the study session and introduced Rino Soave, CEO of Infinity Homes and Co.

Mr. Soave presented a PowerPoint reviewing Infinity Homes' establishment and the Fairways at Gateway community background. He continued with the next phase of the development, which would be redeveloping 168+ duplex units divided into two sub-phases: the Oakmont Phase and The Bluff Phases. He showed the proposed site plans for the Oakmont and The Bluff Phases.

Representatives from the Fairways at Gateway and The Ponds HOA commented on the association's position on the proposed development.

For the record, Councilwoman Webb attended the meeting at 7:10 p.m.

4. Public Comment

A resident addressed the City Council regarding Infinity Homes' development in the Creekside subdivision. The attorney for the Fairways at Gateways, Greens, and The Ponds HOA updated the City Council on the process from a legal perspective regarding the PDA amendment.

A resident from Fairways at Gateway inquired about the timing of the project.

5. Moved by Celeste Roscoe, seconded by Tina Talley, to adjourn the Special Meeting at 7:19 p.m.

Roll Call Vote: Ayes - Abdo, Barden, Roscoe, Talley, Wadsworth, Webb, Williams

Nays - None

Motion Carried Unanimously

I, Ellen L. Craig-Bragg, Clerk for the City of Romulus, Michigan, certify the foregoing to be a true copy of the minutes of the Special Meeting – Study Session of the Romulus City Council held on February 27, 2023.

A handwritten signature in black ink, reading "Ellen L. Craig-Bragg".

Ellen L. Craig-Bragg, City Clerk
City of Romulus, Michigan



City of Romulus

Petitioner

Council Meeting Held: **March 6, 2023**

Item No. A.

General Description: **Petitioner:** Rino Soave, Infinity Homes & Co.

Petition: Approval of Preliminary PDA Site Plan & Preliminary Condominium Plans

Resolution No. _____

<i>Moved by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Seconded by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

<i>Ayes:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Nays:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Abstain:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



MEMORANDUM

To: Honorable City Council

From: Ellen L. Craig-Bragg, City Clerk

Cc: D'Sjonaun Hockenhull, Deputy City Clerk

Date: March 2, 2023

Re: Preliminary PDA Site Plan & Preliminary Condominium Plan

On Monday, February 27, 2023, Council held a Special Meeting – Study Session to discuss amendments to The Fairways at Gateway Planned Development Agreement site plan. A presentation was given by the CEO of Infinity Homes & Co on the redevelopment plans.

To proceed forward with the planned development, the petitioner is requesting three (3) actions from Council:

1. To concur with the recommendation of the Planning Commission and approve PDA-2020-001; Fairways at Gateway, amended Preliminary PDA Site Plan and First Amendment to the PDA Agreement subject to conditions identified in the consultant and department reports.
2. To concur with the recommendation of the Planning Commission and approve SPR-2022-013; The Bluffs at Gateway Preliminary Condominium Plan.
3. To concur with the recommendation of the Planning Commission and approve SPR-2022-014; Oakmont at Gateway Preliminary Condominium Plan.

PLANNING DEPARTMENT MEMORANDUM

DATE: March 6, 2023
TO: Ellen Craig-Bragg, City Clerk; D'Sjonaun Hockenhull, Deputy Clerk
FROM: Carol Maise, City Planner
SUBJECT: PDA-2020-001; **The Fairways at Gateway** PDA Amendment
SPR-2022-013; **The Bluffs at Gateway** Preliminary Condominium
SPR-2022-014; **Oakmont at Gateway** Preliminary Condominium

The Planning Department would like to respectfully request placement of the above referenced applications on the March 6, 2023 agenda for City Council consideration of three petitions related to The Fairways at Gateway PDA (Planned Development Area). As you may recall, this development was discussed with the City Council at a study session held on February 27, 2023.

On December 19, 2022 the Planning Commission recommended approval of a PDA Amendment and Preliminary Condominium Plans to allow 13 multiple-family condominium buildings containing 53 units and 91 single family detached units (lots) and 1 unbuildable unit to the City Council.

In addition to the information provided at the study session, please find the attached for City Council consideration:

- Planning Department Summary Report to the City Council,
- Gateway First Amendment to Planned Development Area Agreement (stamped 1/26/23)
- Master Deed of Oakmont at Gateway (stamped 2/10/23)
- Exhibit A Condominium Bylaws of Oakmont at Gateway (stamped 1/26/23)
- Master Deed The Bluffs at Gateway CONDOMINIUM (stamped 1/26/23)
- Exhibit A The Bluffs at Gateway Condominium Bylaws (stamped 1/26/23)
- Preliminary Site Plan "The Bluffs at Gateway" and "Oakmont at Gateway (11/28/22)
- Landscape Plan (1/23/23)

Should you have any questions, or desire additional information, please do not hesitate to contact this office.

Cc: R. McCraight, Mayor
J. Wojtylko, Chief of Staff
J. Kemp, Director of Building & Zoning



CITY COUNCIL SUMMARY REPORT

PDA-2020-001 Fairways at Gateway PDA Amendment SPR-2022-013; The Bluffs at Gateway SPR-2022-014; Oakmont at Gateway

Subdivision No. 3 (Lots 220, 221 & 222); Sub. No. 5 and 6 (Parcel 80-99-0001-707)

12600 Wayne Road, Romulus MI 48174 Phone: (734) 955-4530 www.romulusgov.com

DATE: March 2, 2023

SUBJECT:

- PDA-2020-001, **Fairways of Gateway PDA Amendment**
- SPR-2022-013; **The Bluffs at Gateway** (Subdivision No. 3, Lots 220, 221, and 222 (6.18 acres) Preliminary Condominium Plan
- SPR-2022-014; **Oakmont at Gateway** (Parcel ID #80-99-0001-707) (25.26 acres) Preliminary Condominium Plan

LOCATION: Merriman Rd between Van Born and Beverly Roads

TYPE OF REVIEW: Preliminary PDA Site Plan (7)
Preliminary Condominium Plan

SITE PLAN DATED: 2/17/20, 11/22/21, 3/17/22, 11/28/22, 2/16/23 (Landscape Plans), 2/23/23

ZONING: R-1A/PDA, Single-family Planned Development Area

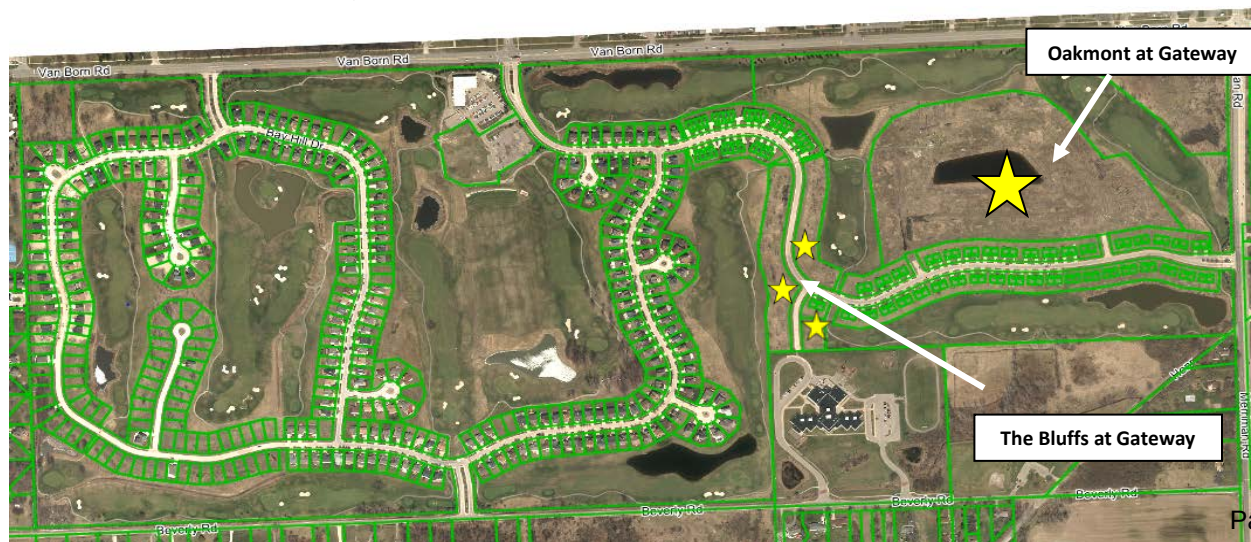
REQUEST:

- Amendment to PDA to replace 56 duplex units and 1 single-family detached unit with **53 attached units** in 13 buildings and to replace 112 duplex units with **91 single family detached units** and **1 unit non-buildable unit** (pond); a total of **145 units**
- Preliminary Condominium Plan for 53 attached units (The Bluffs at Gateway) and 91 single-family units and 1 non-buildable unit (Oakmont at Gateway)

APPLICANT: Rino Soave, Infinity Homes

SITE INFORMATION:

The property is located on the west side of Merriman Road between Van Born and Beverly Roads. The development area comprises 31.44 acres and includes lots 220, 221 and 222 (West) (The Bluffs Gateway) and parcel number 80-009-99-001-707(East) (Oakmont at Gateway). It is zoned R-1A/PDA, Single-family Residential, Planned Development Area.



BACKGROUND OF THE GATEWAY PDA

The Gateway Golf Course Planned Development was originally approved in 1995 as Legacy Golf Estates. That approval expired and the developer sought revised approval in 1997 under the name Gateway Golf Club and Estates. The development included 330 acres of R-1A single family residential property, 661 residential units (363 single family units, 92 four-plex units and 206 duplex units) an 18-hole golf course, and 7.91 acres at the corner of Merriman and Van Born to be used for commercial (O-1, C-1 and C-2) development. The plans also included a 4,800 square foot free standing clubhouse and 2,400 square foot pavilion and 6,000 square foot maintenance facility. Both subdivision (plat) and condominium developments were approved.

In 1999 the developer requested that the City allow a portion of the maintenance building to be utilized for a temporary clubhouse. In 2002, the applicant sought and obtained a liquor license to operate from the temporary clubhouse. During this time period, the developer commenced construction on the golf course, maintenance facility, several of the single family plats, and some four-plex units and duplex units.

In late 2003, the City was approached by the Gateway Association to seek compliance from the developer on the site amenities, such as, the freestanding clubhouse, street lighting, dedication of roads to the City to enable snow removal, street trees, etc. The City held several Town Hall meetings to discuss and resolve the outstanding issues with the developer, the association and the City.

When the development was originally approved as a PDA in 1995 and in 1997 no written agreement was required. The approval consisted of meeting minutes and an approved PDA site plan. When the City and developer were meeting in 2004 and 2005 to resolve the concerns of the residents it was determined that there were many irregularities regarding the approval and the construction on the site. During this time period, the developer was also seeking modifications to the development (change in four-plex units to duplex units and the splitting of a small portion of property on Beverly Road) and was seeking easements over City right-of-way to allow a drink cart to cover the golf course (this required an amendment to the liquor license obtained in 2002). The City was also seeking compliance on the clubhouse, dedication of streets, utilities, street lighting, fencing, sidewalk, landscaping, acceleration/deceleration lanes on Beverly Road and fuel tank installation. *It was determined that the most appropriate manner to move forward was to create a PDA (Planned Development Area) Agreement to clearly outline the approval, expectations, timeframe for compliance and any necessary remedies for compliance.* A written PDA Agreement and Final PDA Site Plan/Clubhouse site plan were completed in 2006.

Market conditions changed significantly in the mid to late 2000's and the developer no longer desired to build a free standing clubhouse so in 2009 he requested that a portion of the maintenance facility (approximately 4,200 square feet) be utilized for a permanent clubhouse. This request required a change in both the PDA Agreement and the PDA Final Site Plan.

The most significant change from the 2006 PDA Agreement related to the clubhouse and the new language allows the maintenance facility to be converted, in part, to a permanent clubhouse with exterior façade improvements. The 2009 PDA Agreement also made the following provisions:

- Total units decreased from 661 to 620
- Elimination of approximately 1 acre (240' X 193') along Beverly Road to create three (3) new R-1A single family lots
- *Subdivision No. 3 – Phase II changed to allow duplex construction in place of the four-plex units. Units must be constructed with brick facades similar to the single family units. Phase II of subdivision No. 3 requires Planning Commission approval prior to construction*
- Approval for fuel tanks installed without Planning Commission/Fire Department approval. Landscaping as provided on Agreement and Fire Department permit are still necessary
- Allow dimensional requirements from 1997 Zoning Ordinance
- Confirmation that no adult uses permitted on site
- Approval to leave existing chain link fence on perimeter of property and repair as needed
- Construction of sidewalk required along Merriman Road and interior of property by developer
- Sidewalks waived along Beverly and Van Born Roads
- Street lighting to be installed by developer when 50% of subdivision complete
- Easement for liquor license granted to cross public roads
- Property maintenance addressed
- Provision if Golf Course closes it will remain as park or open space

Both the Planning Commission and City Council approved the amended PDA Site Plan and amended PDA Agreement and the Agreement was recorded on June 16, 2009. Improvements to the maintenance building for conversion to a clubhouse were made along with the construction and occupancy of four-plex, duplex, and single-family homes.

PREVIOUS APPROVALS

Upon review of City records, the following is a summary of the final PDA site plan and the Gateway Planned Development Area Agreement approved in 2009 with regard to the proposed area.

Phase/Subdivision	PDA Agreement	Approved/Amended/Existing	Preliminary PDA Plan – PROPOSED
Subdivision No. 3 Augusta Drive (Ph I)	38 buildings = 76 units	50 Constructed (2020) 16 Constructed (2022) 10 to be constructed	66 Existing 10 to be constructed
Subdivision No. 3 St. Andrews (Ph 2)*	18 duplex bldgs. Containing 36 units; 1 single-family dwelling		13 buildings w/ 53 total attached units "The Bluffs at Gateway"
Subdivision No. 3 Lot 220		2006 - (1) 4-plex unit 2009 – single/family	
Subdivision No. 3 Lot 221		2006 - (7) 4-plex units 2009 - duplexes	
Subdivision No. 3 Lot 222		2006 - (5) 4-plex units 2009 - duplexes	
Sub. No. 5	58 duplex units	58 duplex units (approved)	91 single-family detached units & 1 non-buildable unit (detention pond) "Oakmont at Gateway"
Sub. No. 6	54 duplex units	54 duplex units (approved) TOTAL = 112 DUPLEX UNITS	

* The 2009 PDA amendment allowed for the replacement of four-plex units with 18 duplex buildings (36 units) and 1 single-family dwelling. The amendment was conditioned upon brick facades consistent with and similar to other residential uses in the development and review and approval by the Planning Commission.

PDA AMENDMENT REQUEST

The applicant, Infinity Homes, a current builder in the Fairways at Gateway development, is requesting an amendment to the PDA including preliminary PDA site plan approval for the following:

- To allow 91 single-family detached units rather than the approved 112 duplex units in Sub. No. 5 and No. 6 (parcel #80-99-0001-707; 25.26 acres)
- To allow 53 attached units with brick facades in 13 buildings on Lots 220, 221, and 220 (Phase II of Subdivision No. 3/Phase 5 and 6) to replace 56 duplex units

These modifications are based on changed conditions in the real estate market and financing sector.

BACKGROUND

On October 19, 2018 the Planning Commission reviewed a concept plan requested by Infinity Homes for a PDA amendment to allow the replacement of 144 duplex units with 164 single-family units. The applicant was requesting direction from the Planning Commission on the merits of the amendment. The meeting was well attended and the Commission considered comment from the public. The Planning Commission held a second public hearing on an amended concept plan on September 21, 2020. Continued concerns about lot sizes and communication with the existing homeowner's associations and golf course owner were noted.

The applicant returned to the Planning Commission with a revised plan for a public hearing on May 16, 2022. A revised PDA Preliminary Plan along with a Preliminary Condominium Plan were submitted, reviewed by the Planning Commission on December 19, 2022 where the Commission recommended approval to the City Council.

REVIEW PROCESS - DEVIATIONS FROM APPROVED FINAL PDA SITE PLAN

Section 19.10 of the Zoning Ordinance addresses changes to the approved PDA Site Plan. The proposed amendments to allow attached units to replace duplexes and single-family detached units in place of the approved duplex units is considered a major change and subject to Planning Commission review and approval. The proposed amendment will also require modifications to the PDA Agreement which will require restatement and approval by the City Council. The following is a brief summary of the review process:

- | | |
|----------|--|
| 10/29/18 | <i>Concept plan review at public hearing by the Planning Commission (Planning Commission provides direction to the applicant on the merits of the request)</i> |
| 9/21/20 | <i>Since the Planning Commission reviewed a similar request in 2018, a public hearing for September 21, 2020 was scheduled. Note that while a PDA preliminary site plan is required, the applicant asked that a revised concept plan rather than a detailed Preliminary PDA Site Plan be considered so that comment from the Planning Commission and public could be provided.</i> |

5/16/22	Public hearing for Preliminary PDA Site Plan; Preliminary Condominium Plan Review (note that this site plan is also being considered subject to the requirements of Article 16 for condominiums or Subdivision Regulations)
12/19/22	Planning Commission recommendation to City Council on amended PDA preliminary site plan/Preliminary Condominium Plans
2/27/23	City Council review at a study session of amended PDA Preliminary Site Plan/Preliminary Condominium Plan and restated PDA agreement
3/6/22	City Council review and action on the amended PDA Preliminary Site Plan/Preliminary Condominium Plan and restated PDA agreement
TBD	Planning Commission review and action on Final PDA Site Plan/Final Condominium Site Plans including recommendation to the City Council

AMENDED PRELIMINARY PDA SITE PLAN

After receiving input from the Planning Commission several meetings, particularly regarding lot sizes and coordination with the existing homeowner's associations, an amended Preliminary PDA Site Plan per the requirements of Article 17 was considered and approved by the Planning Commission on December 19, 2022. The amended plan proposes single-family development consistent with the waivers granted in the existing PDA which allows 60-foot wide lots where the R1-A District requires 70-foot wide lots; side yard setbacks of 5 feet and 10 feet the where the R-1A District requires 7 feet and a total of 20 feet; and minimum lot size is 7,200 sq. ft. where the R-1A District requires 9,600 sq. ft. Note that as part of Preliminary PDA Site Plan amendment, a waiver to the spacing between multiple-family buildings of 20' rather than the required 30' was approved.

SUMMARY – PLANNING COMMISSION ACTION

The following action was taken by the Planning Commission on December 19, 2022:

MOTION by McAnally, support by Long, to recommend approval of PDA-2020-001 Fairways at Gateway amended Preliminary PDA Site Plan and First Amendment to the PDA Agreement to the City Council, subject to conditions identified in the consultant and department reports.

Roll Call Vote: Ayes – McAnally, Long, Gbogboade, Frederick, Glotfelty, Freitag. Nays – None. ***Motion carried 6-0.*** (Talon-Jemison recused.)

MOTION by McAnally, support by Long, to recommend approval of SPR-2022-013 The Bluffs at Gateway Preliminary Condominium Plan to the City Council subject to conditions identified in the consultant and department reports.

Roll Call Vote: Ayes – McAnally, Long, Gbogboade, Frederick, Glotfelty, Freitag. Nays – None. **Motion carried 6-0.** (Talon-Jemison recused.)

MOTION by McAnally, support by Long, to recommend approval of SPR-2022-014 Oakmont at Gateway Preliminary Condominium Plan to the City Council subject to conditions identified in the consultant and department reports.

Roll Call Vote: Ayes – McAnally, Long, Gbogboade, Frederick, Glotfelty, Freitag. Nays – None. **Motion carried 6-0.** (Talon-Jemison recused.)

RECOMMENDATION

The amended PDA Preliminary Plan, Preliminary Condominium Plans, Master Deeds and First Amendment to Planned Development Area Agreement for the 53 attached units (The Bluffs at Gateway) and 92 unit single-family development (Oakmont at Gateway) have been reviewed by the City's planning consultant, MKSK; engineering consultant, OHM; general legal counsel, GMH; as well as appropriate City departments. Public hearings on the amended Preliminary PDA were held on September 21, 2020 and May 16, 2022. Based on the findings in the consultant and staff reports, we recommend that the City Council concur with the Planning Commission recommendations and make the following motions:

Amended Preliminary PDA Site Plan and First Amendment to the PDA Agreement

To approve **PDA-2020-001; Fairways at Gateway**, amended Preliminary PDA Site Plan and First Amendment to the PDA Agreement as recommended by the Planning Commission.

Preliminary Condominium Plan – The Bluffs at Gateway

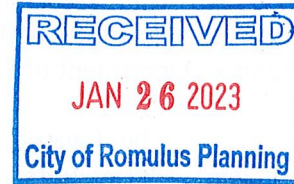
To approve **SPR-2022-013; The Bluffs at Gateway** Preliminary Condominium Plan as recommended by the Planning Commission.

Preliminary Condominium Plan – Oakmont at Gateway

To approve **SPR-2022-014; Oakmont at Gateway** Preliminary Condominium Plan as recommended by the Planning Commission.



Carol Maise, City Planner



GATEWAY FIRST AMENDMENT TO PLANNED DEVELOPMENT AREA AGREEMENT

This First Amendment to Planned Development Area Agreement (this “Agreement”) is made this _____ day of _____, 2022, by and between the **CITY OF ROMULUS**, a Michigan municipal corporation (the “City”), whose address is 11111 Wayne Road, Romulus, Michigan 48174; **THE FAIRWAYS AT GATEWAY SUBDIVISION ASSOCIATION**, a Michigan nonprofit corporation (the “Fairways Association”), whose registered address is 26711 Woodward Ave., #310B, Huntington Woods, Michigan 48070; **THE PONDS AT GATEWAY ASSOCIATION**, a Michigan nonprofit corporation (the “Ponds Association”), whose registered address is 40000 Grand River Ave., Suite 100, Novi, Michigan 48375; **THE GREENS AT GATEWAY ASSOCIATION**, a Michigan nonprofit corporation (the “Greens Association”), whose registered address is 26711 Woodward Ave., #310, Huntington Woods, Michigan 48070; **INFINITY-GATEWAY, LLC**, a Michigan limited liability company (“Infinity-Gateway”), whose address is 42400 Grand River, Suite 112, Novi, Michigan 48375; and **ROSS GOLF PROPERTIES, LLC**, a Michigan limited liability company (“Golf Course Owner”), whose address is 2134 Fairway Circle, Canton, MI 48188.

A. RECITALS

1. On June 8, 2009, Gateway Community, L.L.C., a Michigan limited liability company, Gateway Golf L.L.C., a Michigan limited liability company and the City of Romulus (the “City”) entered into a Planned Development Area Agreement (the “PDAA”) in connection with certain property located in the City of Romulus, Michigan (the “Overall Property”). The PDAA was recorded on June 16, 2009 at Liber 47975, Page 1441, et seq., Wayne County Records. The Overall Property is more particularly described on the attached **Exhibit A**.

2. Of the original signatories to the PDAA, only the City remains:

(a) On February 19, 2013, Gateway Community, L.L.C. ceased to operate as a limited liability company in the State of Michigan and is no longer in good standing with the State of Michigan’s Department of Licensing and Regulatory Affairs.

(b) On February 16, 2016, Gateway Golf, L.L.C. ceased to operate as a limited liability company in the State of Michigan and is no longer in good standing with the State of Michigan’s Department of Licensing and Regulatory Affairs.

(c) On September 14, 2017, Gateway Grill L.L.C. dissolved as a limited liability company in the State of Michigan by unanimous vote, which was filed with the State of Michigan's Department of Licensing and Regulatory Affairs on September 21, 2017.

3. The Fairways Association is the homeowners' association responsible for the management, administration and maintenance of that portion of the Overall Property commonly referred to as the "Fairways" which is subject to the following recorded declarations and otherwise legally comprised of:

(a) Lots 1 through 104, inclusive, and 107 through 116, inclusive, and specifically excluding Lots 105 and 106, the Fairways at Gateway Sub. No. 1 according to the plat thereof recorded in Liber 116, Pages 70 through 76, of Plats, Wayne County Records pursuant to the Subdivision Declaration of Covenants, Easements and Restrictions for The Fairways at Gateway Sub. No. 1 recorded on September 28, 2000 at Liber 32387, Pages 511 through 528, inclusive, Wayne County Records;

(b) Lots 117 through 217, inclusive, according to the plat thereof recorded in Liber 118 at Pages 95 through 100, Wayne County Records pursuant to the Amendment [sic] to Declaration of Covenants and Restrictions for the Gateway Subdivision No. 1 and Declaration of Covenants and Restrictions for the Fairways at Gateway Subdivision No. 2 recorded on June 10, 2002 at Liber 36340, Pages 1297 through 1299, inclusive, Wayne County Records;

(c) Lots 226 through 373, inclusive, according to the plat thereof as recorded in Liber 122 of Plats, at Pages 49 through 57, Wayne County Records pursuant to a Declaration of Covenants and Restrictions for The Fairways at Gateway Subdivision No. 4 recorded on November 18, 2005 at Liber 43638, Pages 371 through 374, inclusive, Wayne County Records.

(d) An Amendment to Declarations of Covenants and Restrictions: The Fairways at Gateway Subdivision Nos. 1, 2 and 4 recorded on July 7, 2006 in Liber 44964, Pages 77 through 81, inclusive, Wayne County Records.

4. The Ponds Association is the condominium association responsible for the management, administration and maintenance of The Ponds at Gateway Condominium, a residential condominium known as Wayne County Condominium Subdivision Plan No. 700, pursuant to the recording of its Master Deed recorded on April 21, 2003 in Liber 37840, Pages 1 through 61, inclusive, Wayne County Records, as amended by the First Amendment to Master Deed of The Ponds at Gateway Condominium recorded on November 10, 2004 in Liber 41608, Pages 5 through 7, inclusive, Wayne County Records, as amended by the Second Amendment to Master Deed: The Ponds at Gateway Condominium recorded on July 7, 2006 in Liber 44964, Pages 82 through 85, Wayne County Records, as amended by the Third Amendment to the Master Deed of The Ponds at Gateway Condominium recorded on September 12, 2017 in Liber 53933, Pages 1026 through 1027, inclusive, Wayne County Records, as amended by the Fourth Amendment to the Master Deed of The Ponds at Gateway Condominium recorded on May 20, 2020, in Liber 55811, Page 717, et seq., Wayne County Records, and as amended by the Fifth Amendment to the Master Deed of The Ponds at Gateway Condominium recorded on October 1, 2021 in Liber 57077, Page 1472, et seq., Wayne County Records which is that portion of the Overall Property more commonly referred to as the "Ponds" and legally described as:

CURRENT DEVELOPMENT AREA (PARCEL "A")

All of Lot 218 of "The Fairways at Gateway Sub. No. 3" according to the Plat thereof as recorded in Liber 119, Pages 37 through 43, inclusive, Wayne County Records, being part of the northeast 14 of Section 3, Town 3 south, Range 9 east, City of Romulus, Wayne County, Michigan, more particularly described as follows:

Beginning at the northeast corner of said Lot 218 (said point also being on the southerly right-of-way line of Augusta Drive – Public - 60 feet wide); thence south 07 degrees 16 minutes 23 seconds west, 125.10 feet; thence north 80 degrees 48 minutes 22 seconds west, 194.04 feet, thence north 68 degrees 30 minutes 00 seconds west, 130.05 feet; thence north 86 degrees 17 minutes 28 seconds west, 89.14 feet; thence south 81 degrees 00 minutes 00 seconds west 253.33 feet; thence south 86 degrees 14 minutes 25 seconds west, 323.96 feet; thence north 84 degrees 30 minutes 00 seconds west 247.38 feet; thence south 88 degrees 24 minutes 01 seconds west, 167.66 feet; thence south 72 degrees 23 minutes 26 seconds west, 167.43, thence south 65 degrees 00 minutes 00 seconds west, 242.53 feet; thence south 76 degrees 50 minutes 06 seconds west, 159.39 feet; thence north 77 degrees 39 minutes 09 seconds west, 157.65 feet; thence north 23 degrees 00 minutes 00 seconds east, 125.00 feet to a point on said northerly right-of-way line of Augusta Drive; thence the following ten (10) courses along said northerly right-of-way line of Augusta Drive, south 67 degrees 00 minutes 00 seconds east, 8.00 feet and 217.82 feet along the arc of a curve to the left, radius of 260.00 feet, central angle of 48 degrees 00 minutes 00 seconds and a chord of north 89 degrees 00 minutes 00 seconds east, 211.50 feet and north 65 degrees 00 minutes 00 seconds east, 239.12 feet and 383.27 feet along the arc of a curve to the right, radius of 720.00 feet, central angle of 30 degrees 30 minutes 00 seconds and a chord of north 80 degrees 15 minutes 00 seconds east, 378.76 feet and south 84 degrees 30 minutes 00 seconds east, 89.37 feet and 539.04 feet along the arc of a curve to the left, radius of 2,130.00 feet, central angle of 14 degrees 30 minutes 00 seconds and a chord of north 88 degrees 15 minutes 00 seconds east, 537.61 feet and north 81 degrees 00 minutes 00 seconds east 198.96 feet and 122.43 feet along the arc of a curve to the right, radius of 230.00 feet, central angle of 30 degrees 30 minutes 00 seconds and a chord of south 83 degrees 45 minutes 00 seconds east, 120.99 feet and south 68 degrees 30 minutes 00 seconds east, 50.00 feet and 252.40 feet along the arc of a curve to the left, radius of 740.22 feet, central angle of 19 degrees 32 minutes 11 seconds and a chord of south 78 degrees 16 minutes 05 seconds east, 251.18 feet to the point of beginning. Containing 5.87 acres of land.

CURRENT DEVELOPMENT AREA (PARCEL "B")

All of Lot 219 of "The Fairways at Gateway Sub. No. 3" according to the Plat thereof as recorded in Liber 119, Pages 37 through 43 inclusive, Wayne County Records, being part of the northeast 1/4 of Section 3, Town 3 south, Range 9 east,

City of Romulus, Wayne County, Michigan, more particularly described as follows:

Beginning at the northeast corner of said Lot 219 (said point also being on the southerly right-of-way line of Augusta Drive- Public - 60 feet wide); thence south 23 degrees 00 minutes 00 seconds west, 111.15 feet; thence north 84 degrees 46 minutes 10 seconds west, 126.63 feet to a point on the easterly right-of-way line of St. Andrews Drive (Public - 60 feet wide); thence the following two (2) courses along said easterly right-of-way line of St Andrews Drive, 130.35 feet along the arc of a curve to the right, radius of 200.00 feet, central angle of 37 degrees 20 minutes 29 seconds and a chord of north 18 degrees 09 minutes 46 seconds east, 128.05 feet and north 36 degrees 50 minutes 00 seconds east, 25.70 feet to a point on said southerly right-of-way line of Augusta Drive; thence the following two (2) courses along said southerly right-of-way line of Augusta Drive, 39.96 feet along the arc of a curve to the left, radius of 290.00 feet, central angle of 07 degrees 53 minutes 44 seconds and a chord of south 63 degrees 03 minutes 08 seconds east, 39.93 feet and south 67 degrees 00 minutes 00 seconds east, 85.41 feet to the point of beginning. Containing 0.40 acres of land.

CURRENT DEVELOPMENT AREA (PARCEL "C")

All of Lot 223 of "The Fairways at Gateway Sub. No. 3" according to the Plat thereof as recorded in Liber 119, Pages 37 through 43 inclusive, Wayne County Records, being part of the northeast 14 of Section 3, Town 3 south, Range 9 east, City of Romulus, Wayne County, Michigan, more particularly described as follows:

Beginning at the southwest corner of said Lot 223 (said point also being on the northerly right-of-way line of Augusta Drive - Public - 60 feet wide); thence north 23 degrees 00 minutes 00 seconds east, 120.00 feet; thence south 76 degrees 09 minutes 01 seconds east, 90.68 feet; thence north 65 degrees 00 minutes 00 seconds east, 253.77 feet to a point on the westerly right-of-way line of Twin Oaks Drive (Public- 60 feet wide); thence the following two (2) courses along said westerly right of way line of Twin Oaks Drive, 40.10 feet along the arc of a curve to the left, radius of 330.00 feet, central angle of 06 degrees 57 minutes 43 seconds and a chord of south 21 degrees 31 minutes 08 seconds east, 40.07 feet and south 25 degrees 00 minutes 00 seconds east, 80.00 feet to a point on said northerly right-of-way line of Augusta Drive; thence the following three (3) courses along said northerly right-of-way line of Augusta Drive, south 65 degrees 00 minutes 00 seconds west, 235.12 feet and 167.55 feet along the arc of a curve to the right, radius of 200.00 feet, central angle of 48 degrees 00 minutes 00 seconds and a chord of south 89 degrees 00 minutes 00 seconds west, 162.69 feet and north 67 degrees 00 minutes 00 seconds west, 40.92 feet to the point of beginning. Containing 1.09 acres of land.

CURRENT DEVELOPMENT AREA (PARCEL "D")

All of Lot 224 of "The Fairways at Gateway Sub. No. 3" according to the Plat thereof as recorded in Liber 119, Pages 37 through 43 inclusive, Wayne County Records, being part of the northeast 14 of Section 3, Town 3 south, Range 9 east, City of Romulus, Wayne County, Michigan, more particularly described as follows: Beginning at the southeast corner of said Lot 224 (said point also being on the northerly right-of-way line of Augusta Drive - Public- 60 feet wide); thence the following three (3) courses along said northerly right-of-way line of Augusta Drive, 511.41 feet along the arc of a curve to the right, radius of 2,070.00 feet, central angle of 14 degrees 09 minutes 19 seconds and a chord of south 88 degrees 25 minutes 21 seconds west, 510.11 feet and north 84 degrees 30 minutes 00 seconds west, 89.37 feet and 359.17 feet along the arc of a curve to the left, radius of 780.00 feet, central angle of 26 degrees 23 minutes 00 seconds and a chord of south 82 degrees 18 minutes 30 seconds west, 356.01 feet to a point on the easterly right-of-way line of Twin Oaks Drive (Public - 60 feet wide); thence the following two (2) courses along said easterly right-of-way line of Twin Oaks Drive, north 25 degrees 00 minutes 00 seconds west, 82.01 feet and 46.22 feet along the arc of a curve to the right, radius of 270.00 feet, central angle of 09 degrees 48 minutes 32 seconds and a chord of north 20 degrees 05 minutes 44 seconds west, 46.17 feet; thence north 74 degrees 48 minutes 32 seconds east, 178.74 feet; thence north 86 degrees 51 minutes 41 seconds east 171.49 feet; thence south 84 degrees 30 minutes 40 seconds east, 148.20 feet; thence south 86 degrees 01 minutes 09 seconds east, 127.34 feet; thence south 89 degrees 35 minutes 43 seconds east, 117.28 feet; thence north 86 degrees 57 minutes 30 seconds east, 117.28 feet; thence north 83 degrees 18 minutes 02 seconds east, 131.66 feet to a point on the westerly right-of-way line of Mission Hills Drive (Public - 60 feet wide); thence south 09 degrees 00 minutes 00 seconds east, 120.00 feet along said westerly right-of-way line of Mission Hills Drive to the point of beginning. Containing 2.72 acres of land.

CURRENT DEVELOPMENT AREA (PARCEL "E")

All of Lot 225 of "The Fairways at Gateway Sub. No. 3" according to the Plat thereof as recorded in Liber 119, Pages 37 through 43 inclusive, Wayne County Records, being part of the northeast 14 of Section 3, Town 3 south, Range 9 east, City of Romulus, Wayne County, Michigan, more particularly described as follows:

Beginning at the southeast corner of said lot 225 (said point also being on the northerly right-of-way line of Augusta Drive - Public - 60 feet wide); thence the following five (5) courses along said northerly right-of-way line of Augusta Drive, north 89 degrees 36 minutes 23 seconds west, 84.06 feet and 115.97 feet along the arc of a curve to the right, radius of 400.00 feet, central angle of 16 degrees 36 minutes 44 seconds and a chord of north 81 degrees 18 minutes 01 seconds west, 115.57 feet and north 72 degrees 59 minutes 39 seconds west, 50.00 feet and 131.62 feet along the arc of a curve to the left, radius of 290.00 feet, central angle of 26

degrees 00 minutes 21 seconds and a chord of north 85 degrees 59 minutes 49 seconds west, 130.50 feet and south 81 degrees 00 minutes 00 seconds west, 151.42 feet to a point on the easterly right-of-way line of Mission Hills Drive (Public - 60 feet wide); thence north 09 degrees 00 minutes 00 seconds west, 120.00 feet along said easterly right-of-way line of Mission Hills Drive; thence north 81 degrees 00 minutes 00 seconds east, 213.53 feet; thence south 80 degrees 52 minutes 32 seconds east 338.81 feet; thence south 00 degrees 23 minutes 37 seconds west, 116.31 feet to the point of beginning. Containing 1.53 acres of land.

Along with two easements for signage, more particularly described as:

Signage Easement No. 1

Being a part of the northeast $\frac{1}{4}$ of Section 3, Town 3 south, Range 9 east, City of Romulus, Wayne County, Michigan, described as beginning at a point on the northerly right-of-way line of Augusta Drive (Public - 60 feet wide), said point being distant south 00 degrees 23 minutes 37 seconds west, 1319.69 feet along the east line of said Section 3 and north 89 degrees 36 minutes 23 seconds west, 60.00 feet along said northerly right-of-way line of Augusta Drive from the northeast corner of said Section 3; thence from said point of beginning and continuing along said northerly right-of-way line of Augusta Drive north 89 degrees 36 minutes 23 seconds west, 25.00 feet; thence north 45 degrees 23 minutes 37 seconds east, 35.36 feet; thence south 00 degrees 23 minutes 37 seconds west, 25.00 feet to the point of beginning.

Signage Easement No. 2

Being a part of the northeast $\frac{1}{4}$ of Section 3, Town 3 south, Range 9 east, City of Romulus, Wayne County, Michigan, described as beginning at a point on the southerly right-of-way line of Augusta Drive (Public - 60 feet wide), said point being distant south 00 degrees 23 minutes 37 seconds west, 1419.69 feet along the east line of said Section 3 and north 89 degrees 36 minutes 23 seconds west, 60.00 feet along said southerly right-of-way line of Augusta Drive from the northeast corner of said Section 3; thence from said point of beginning south 00 degrees 23 minutes 37 seconds west, 25.00 feet; thence north 44 degrees 36 minutes 23 seconds west, 35.36 feet to a point on said southerly right-of-way line of Augusta Drive; thence south 89 degrees 36 minutes 23 seconds east, 25.00 feet along said southerly right-of-way line of Augusta Drive to the point of beginning.

5. The Greens Association is the condominium association responsible for the management, administration and maintenance of The Greens at Gateway, a residential condominium known as Wayne County Condominium Subdivision Plan No. 580, pursuant to the recording of its Master Deed recorded on December 14, 2000 in Liber 32821, Pages 357 through 414, Wayne County Records and as amended by the Amendment to Master Deed: The Greens at Gateway Condominium, as recorded on July 7, 2006 in Liber 44964, Pages 86 through 89,

inclusive, Wayne County Records, which is that portion of the Overall Property more commonly referred to as the "Greens" and legally described as:

PARCEL "A"

LOT 105 "THE FAIRWAYS AT GATEWAY SUB. NO 1" PART OF THE NW 1/4 AND PART OF THE NE 1/4 OF SECTION 3, T.3S., R.9E., CITY OF ROMULUS WAYNE COUNTY, MICHIGAN, AS RECORDED IN LIBER 116 OF PLATS ON PAGES 70 THROUGH 76 INCLUSIVE [SIC] WAYNE COUNTY RECORDS AND MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 105, THENCE N.15°38'11"W. 125.79 FEET; THENCE 10.38 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OF 480.00 FEET, CENTRAL ANGLE OF 01°14'22", CHORD LENGTH 10.38 FEET, AND A CHORD BEARING OF N.71°57'11"E.; THENCE N.71°20'00"E. 80.16 FEET; THENCE 157.14 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 730.0 FEET, CENTRAL ANGLE OF 12°20'00", CHORD LENGTH OF 156.83 FEET AND A CHORD BEARING OF N.77°30'00"E., THENCE N.83.40'00"E. 50.13 FEET; THENCE 289.71 FEET ALONG THE ARC OF A CURVE TO THE RIGHT SAID CURVE HAVING A RADIUS OF 250.00 FEET, CENTRAL ANGLE OF 66°23'46", CHORD LENGTH OF 273.77 FEET AND A CHORD BEARING OF S.63°08'07"E; THENCE S.61°26'44"W.116.11 FEET; THENCE [SIC] N.61°15'51"W. 115.79 FEET; THENCE S.82°58'26"W. 146.12 FEET; THENCE S.72°17'29"W. 158.02 FEET TO THE POINT OF BEGINNING. CONTAINING 1.469 ACRES.

PARCEL "B"

LOT 106 "THE FAIRWAYS AT GATEWAY SUB NO. 1" PART OF THE NW 1/4 AND PART OF THE NE 1/4 OF SECTION 3, T.3S., R.9E., CITY OF ROMULUS, WAYNE COUNTY, MICHIGAN, AS RECORDED IN LIBER 116 OF PLATS ON PAGES 70 THROUGH 76 INCLUSIVE WAYNE COUNTY RECORDS AND MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 106, THENCE N.18°40'00"W. 127.12 FEET; THENCE N.72°12'05"E. 163.21 FEET; THENCE N.82°05'52"E. 188.66 FEET; THENCE S. 82°25'12"E. 167.92 FEET; THENCE S.57°31'46"E. 191.72 FEET; THENCE S.32°36'16"E. 160.78 FEET; THENCE S.16°49'51"E. 47.70 FEET; THENCE S.73°07'08"W. 125.43 FEET; THENCE 422.38 FEET ALONG A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 310.00 FEET, CENTRAL ANGLE OF 78°03'58", CHORD LENGTH 390.46 FEET AND A CHORD BEARING OF N. 57°18'01"W.; THENCE S.83°40'00"W. 50.13 FEET; THENCE 170.06 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 790.00 FEET, CENTRAL ANGLE OF 12°20'00", CHORD LENGTH OF 169.73

FEET; AND A CHORD BEARING OF S.77°30'00"W.; THENCE S.71°20'00"W. 69.78 FEET TO THE POINT OF BEGINNING. CONTAINING 2.3750 ACRES.

Excepting therefrom any portion deeded, taken or used for public road purposes, and subject to all easements and restrictions of record and all governmental limitations.

6. Infinity-Gateway is the owner of that portion of the Overall Property referred to herein as the "Infinity Gateway Property" and legally described as:

PT OF THE NE 1/4 SEC 3 T3S R9E DESC AS BEG S 00D 23M 37S W 1319.69 FT AND N 89D 36M 23S W 60 FT FROM NE COR SEC 3 TH N 89D 36M 23S W 114.22 FTTH N 00D 23M 37S E 116.31FTTH N 80D 52M 32S W 134.85 FT TO POB TH N 80D 52M 32S W 203.96 FT TH S 81D 00M 00S W 213.5 FT TH S 81D 02M 17S W 60 FT TH S 83D 18M 02S W 131.66 FT TH S 86D 57M 30S W 117.28 FTTH N 89D 35M 43S W 117.28 FTTH N 86D 01M 09S W 127.34 FTTH N 84D 30M 40S W 148.20 FT TH S 86D 51M 41S W 171.49 FT TH S 74D 48M 32S W 238.74 FT TH 16.40 FT ALONG AN ARC OF A CURVE TO THE LEFT RADIUS 330 FT CENTRAL ANGLE 02D 50M 49S AND A CHORD THAT BEARS S 16D 36M 52S E 16.40 FT TH S 65D 00M 00S W 135.30 FT TH N 05D 40M 00S W 591.61FT TH N 14D 10M 30S E 161.49 FT TH N 39D 51M 32S E 162.41FT TH N 66D 40M 06S E 160.94 FT TH N 81D 50M 00S E 507.25 FT TH S 77D 21M 00S E 161.64 FT TH S 48D 47M 59S E 160.77 FT TH S 35D 50M 00S E 333.73 FTTH N 81D 00M 00S E 129.52 FTTH S 32D 29M 32S E 546.77 FT TO POB.

7. The Golf Course Owner is the owner and operator of the golf course located upon a portion of the Overall Property legally described as:

SEE ATTACHED EXHIBIT E

8. The parties hereto, either as owners of certain portions of the Overall Property or as the governing homeowner's association or condominium associations for certain portions of Overall Property, have requested and the City has agreed to amend certain portions of the PDAA as provided for below.

B. GENERAL PROVISIONS

1. This Agreement shall be executed and delivered by the parties and recorded by Infinity-Gateway with the Wayne County Register of Deeds (the "Register"), within fourteen (14) days of the approval of this Agreement by the City.

2. It is acknowledged that all terms, provisions and conditions of this Agreement are authorized by all applicable state and federal laws and constitutions, that this Agreement is valid and was entered into on a voluntary basis, and represents a permissible exercise of authority by the City. The parties agree that the Property shall not be developed or used in a manner inconsistent

with this Agreement, and/or inconsistent with applicable law or applicable ordinance, unless otherwise expressly provided in this Agreement.

3. The approval of this Agreement described herein, and the terms, provisions and conditions of this Agreement, are and shall be deemed to be binding upon and of benefit to the Overall Property and shall run with and bind the Overall Property, and shall bind and inure to the benefit of the parties to this Agreement and their respective successors or assigns. Any party acquiring an interest in the Property shall be bound by the covenants and obligations of this Agreement applicable to the respective land and/or development that such party shall acquire.

4. In the event that any portion of this Agreement shall be found to be invalid or unenforceable, the remaining portions of this Agreement shall remain valid and in full force and effect.

5. For purposes of providing notices required or authorized under this Agreement, such notice shall be given by certified mail, postage prepaid, or email, plus first-class mail, along with overnight delivery by a nationally recognized delivery service, sent and addressed as follows:

Notice to City:

City of Romulus

Attention:

Email:

With a Copy to:

Attention:

Email:

Notice to Fairways Association:

Attention:

Email:

With a Copy to:

Wloszek Law PLC

c/o Joe Wloszek, Esq.

24875 Novi Rd., Unit 286

Novi, MI 48335

joe@wloszeklaw.com

Notice to Greens Association:

Attention: _____

Email: _____

With a Copy to:

Wloszek Law PLC
c/o Joe Wloszek, Esq.
24875 Novi Rd., Unit 286
Novi, MI 48335
joe@wloszeklaw.com

Notice to Ponds Association:

Attention: _____

Email: _____

With a Copy to:

Wloszek Law PLC
c/o Joe Wloszek, Esq.
24875 Novi Rd., Unit 286
Novi, MI 48335
joe@wloszeklaw.com

Notice to Golf Course:

Ross Golf Properties, LLC
c/o Dennis Ross
2134 Fairway Circle
Canton, MI 48188
dennismross@comcast.net

With a Copy to:

Attention: _____

Email: _____

Notice to Infinity-Gateway:

Attention: _____

Email: _____

With a Copy to:

Dykema Gossett, PLLC
39577 Woodward Ave., Suite 300
Bloomfield Hills, Michigan 48304
Attention: Scott A. Steinhoff, Esq.
Email: ssteinhoff@dykema.com

Notice shall be effective the second (2nd) business day following the required mailing. Any party may change its address for purposes of notice by giving notice as herein provided. Any party may change the place and/or person for notice by giving notice of change in the manner herein provided.

6. This Agreement shall be governed and construed in accordance with the laws of the State of Michigan, without regard to principles of conflict of laws. Venue for any dispute arising under this Agreement shall be exclusively in the Wayne County Circuit Court.

7. This Agreement is deemed binding upon the parties hereto, and their respective heirs, personal representatives, successors-in-interest and assigns.

8. To the extent it is in conflict with the original PDAA, this Agreement supersedes and replaces any and all prior inconsistent agreements between the parties relative to the Property and any and all prior inconsistent orders or judgments of any nature relative to permitted development or uses of the Property, otherwise the original PDAA remains in full force and effect.

9. Any amendment or modification to this Agreement must be in writing and approved as to form and substance by authorized representatives of parties hereto, or their respective heirs, representatives, successors, successors-in-interest and assigns.

10. Any modifications or amendments to this Agreement are under the exclusive authority of the City Council. The development shall in all respects comply with the Zoning Ordinance for the City of Romulus and the Romulus Code of Ordinances. Only those deviations from the uses and dimensional limitations prescribed in the Zoning Ordinance that are specifically described in this Agreement shall be permitted. Any deviations or waivers permitted by this Agreement shall be considered as approved uses and not nonconforming uses.

11. Each person signing this Agreement on behalf of any party hereby represents and warrants that he/she is a duly authorized representative and agent of that respective party and that he/she has the full authority to bind said party to all the covenants, warranties, representations, terms and conditions of this Agreement.

C. GATEWAY DEVELOPMENT

1. Approval of the Revised PDA Site Plan and Revised Landscape Plan. The uses, developments, buildings, structures, improvements, parking areas, parking ratios and customary and related accessory site improvements as depicted on the PDA Site Plan for the Infinity Gateway Property attached as **Exhibit B** shall be deemed approved, authorized and permitted by the City under this Agreement as a Final Site Plan, any provision in the City Ordinances, laws, regulations or codes notwithstanding. To the extent that any deviation exists from any ordinance, law, regulation or code with respect to any uses, developments, buildings, structures, improvements,

parking areas, parking ratios and/or customary and related accessory site improvements described in the Revised PDA Site Plan attached hereto as **Exhibit B**, same shall be considered compliant in all respects with any ordinance, law, regulation or code.

2. Approved Uses. The following uses shall be specifically authorized and approved consistent with this Agreement:

- (a) Single family residential.
- (b) Multi-family residential.

3. Maintenance of the Property.

(a) Maintenance and Repair of the Storm Water System. The storm water drainage facilities and system including ponds which service the Overall Property is more particularly set forth on the attached **Exhibit C** (the "Storm Water System"). The Fairways Association shall be solely responsible for maintaining and repairing the Storm Water System, all of which maintenance and repairs shall be in conformance with all applicable statutes, ordinances and regulations. However, the Fairways Association must obtain approval from the Golf Course Owner related to any treatment of any ponds to ensure minimal interference with the operations of the golf course. The proportionate costs of all such maintenance, repairs and replacement is determined by dividing the total number of residential dwellings in each respective community by the total number of residential dwellings in the Overall Property as herein follows:

Owner/Association	Percentage Share
Fairways Association	59% (363 total Units)
Ponds Association	12% (76 total Units)
Greens Association	5% (32 total Units)
Infinity-Gateway	24% (145 total Units)

In the event that the total number of units for the Infinity-Gateway Parcel, as finally approved by the City, differs from the number of Units as set forth above, then all of the respective percentages as set forth above shall be revised accordingly without further need to amend the Planned Development Area Agreement.

In the event that the Fairways Association fails to maintain and repair the Storm Sewer System as provided for in this paragraph, then upon thirty (30) days prior written notice to the Fairways Association, each of the other parties to this Agreement shall have the right (but not the obligation) to perform such maintenance and repairs as may be reasonably necessary and the remaining parties to this Agreement shall reimburse the party performing such maintenance and/or repairs, pro rata, based upon the percentage shares set forth above.

(b) Maintenance and Repair of Entranceways. The entranceways to the Overall Property are more particularly described on the attached **Exhibit D** (the "Entranceways"). The

Fairways Association shall be solely responsible for maintaining and repairing the Entranceways, all of which maintenance and repairs shall be in conformance with all applicable statutes, ordinances and regulations. The costs of all such maintenance and repairs shall be shared amongst the parties herein as follows:

Owner/Association	Percentage Share
Fairways Association	59% (363 total Units)
Ponds Association	12% (76 total Units)
Greens Association	5% (32 total Units)
Infinity-Gateway	24% (145 total Units)

In the event that the Fairways Association fails to maintain and repair the Entranceways as provided for in this paragraph, then upon thirty (30) days prior written notice to the Fairways Association, each of the other parties to this Agreement shall have the right (but not the obligation) to perform such maintenance and repairs as may be reasonably necessary and the remaining parties to this Agreement shall reimburse the party performing such maintenance and/or repairs, pro rata, based upon the percentage shares set forth above.

(c) Operation of the Maintenance and Repair of the Storm Water System and the Entranceways. This Agreement includes all costs associated with the maintenance, repair or replacement of the Storm Water System or the Entranceways, including, but not limited to, all storm water pipes, all storm water facilities, insurance, administrative fees, operational fees, management fees, signage, walls, lights, sprinklers, utility bills, landscaping, dredging, reserves for unexpected replacement expenses and taxes.

(i) Budget Basis. The Fairways Association will operate this Agreement on a budget basis. Invoices sent to each respective Party or the Party's successor(s) in interest must be paid within thirty (30) days.

(ii) Representatives for Input to Operational Budget. Prior to the determination of the annual budget, the Parties, or their successors in interest, may appoint representatives to confer with the Fairways Association to give input to the operational budget each year. To ensure adequate representation, Fairways Association may select two representatives, Ponds Association may select one representative, Greens Association may select one representative and Infinity-Gateway may select one representative. The purpose of the representatives shall be to ensure adequate communication amongst the Parties and an ability to provide feedback to the Fairways Association, as appropriate.

(iii) Funds. The Fairways Association shall keep separate bank account(s) related to the expenses contemplated by this Agreement. If there are additional funds at the end of each fiscal year, the funds will remain in the savings or reserves account. If the expenses exceed the budgetary projections, the Fairways Association may utilize the savings or reserves from prior fiscal years or assess an additional assessment pursuant to the percentages contained herein.

(iv) Management Company. The Fairways Association may retain a property management company to effectuate this Agreement, if appropriate.

(v) Right to Inspect the Books and Records. Any Party may review the books and records including invoices, contracts and other associated records upon written notice to the Fairways Association at a mutually agreeable time and location. All costs associated with the inspection of the books and records shall be borne by the Party seeking to inspect the books and records.

(d) Remedies.

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

(ii) Judicial Relief. In the absence of the election and written consent of the parties pursuant to subsection (i) above, no party hereto shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

(iii) Election of Remedies. Such election and written consent by the parties hereto to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

(iv) Damages. All sums assessed to the Parties pursuant to the percentage formula above shall constitute a lien against each respective parcel(s) from the date of the assessment. In the event any Party or the Party's successors in interest defaults in the obligation to pay any assessment levied under any of the Paragraphs herein, the non-defaulting Party or Parties may enforce collection of such assessment and obtain all expenses incurred in connection with collecting unpaid assessments including, but not limited to, interest at 7% per annum, late fees, costs and attorney fees.

(v) Non-Waiver. No Party or the Party's successors in interest may exempt itself from liability for any of the assessments levied under this Agreement by waiver of use or enjoyment of this Agreement.

(vi) Successors in Interest. If at any such time any portion of the properties included herein are split off or established as separate developments, all obligations created herein shall automatically be extended to such split-off-portions and shall perpetually run with the such split-off portions.

4. Counterparts. This Agreement may be executed in several counterparts, and each executed counterpart shall constitute an original instrument, but such counterparts shall together constitute but one and the same instrument.

[Signatures on following pages]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first above written.

The Fairways at Gateway Subdivision Association, a Michigan nonprofit corporation

By: _____
Name: _____
Title: President

STATE OF MICHIGAN)
) SS
COUNTY OF _____)

The foregoing instrument was executed before me this _____ day of _____, 2022, by _____, the President of **The Fairways at Gateway Subdivision Association**, a Michigan nonprofit corporation, on behalf of said nonprofit corporation.

_____, Notary Public
State of Michigan, County of _____
My Commission Expires: _____
Acting in the County of _____

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first above written.

The Ponds at Gateway Association, a Michigan nonprofit corporation,

By: _____
Name: _____
Title: President

STATE OF MICHIGAN)
) SS
COUNTY OF _____)

The foregoing instrument was executed before me this _____ day of _____, 2022, by _____, the President of **The Ponds at Gateway Association**, a Michigan nonprofit corporation, on behalf of said nonprofit corporation.

_____, Notary Public
State of Michigan, County of _____
My Commission Expires: _____
Acting in the County of _____

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first above written.

The Greens at Gateway Association, a Michigan nonprofit corporation,

By: _____
Name: _____
Title: President

STATE OF MICHIGAN)
) SS
COUNTY OF _____)

The foregoing instrument was executed before me this _____ day of _____, 2022, by _____, the President of **The Greens at Gateway Association**, a Michigan nonprofit corporation, on behalf of said nonprofit corporation.

_____, Notary Public
State of Michigan, County of _____
My Commission Expires: _____
Acting in the County of _____

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first above written.

Ross Golf Properties, LLC, a Michigan limited liability company

By: _____
Name: _____
Title: _____

STATE OF MICHIGAN)
) SS
COUNTY OF _____)

The foregoing instrument was executed before me this _____ day of _____, 2022, by _____, the _____ of **Ross Golf Properties, LLC**, a Michigan limited liability company, on behalf of said limited liability company.

_____, Notary Public
State of Michigan, County of _____
My Commission Expires: _____
Acting in the County of _____

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first above written.

Infinity-Gateway, LLC, a Michigan limited liability company,

By: _____
Name: _____
Title: _____

STATE OF MICHIGAN)
) SS
COUNTY OF _____)

The foregoing instrument was executed before me this _____ day of _____, 2022, by _____, the _____ of **Infinity-Gateway, LLC**, a Michigan limited liability company, on behalf of said limited liability company.

_____, Notary Public
State of Michigan, County of _____
My Commission Expires: _____
Acting in the County of _____

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first above written.

City of Romulus, a Michigan municipal corporation,

By: _____
Name: _____
Title: _____

STATE OF MICHIGAN)
) SS
COUNTY OF _____)

The foregoing instrument was executed before me this _____ day of _____, 2022, by _____, the _____ of the **City of Romulus**, a Michigan municipal corporation, on behalf of said municipal corporation.

_____, Notary Public
State of Michigan, County of _____
My Commission Expires: _____
Acting in the County of _____

DRAFTED BY AND WHEN
RECORDED RETURN TO:

Scott A. Steinhoff, Esq.
Dykema Gossett PLLC
39577 Woodward Avenue, Suite 300
Bloomfield Hills, MI 48304

LIST OF EXHIBITS

EXHIBIT A – OVERALL PROPERTY

EXHIBIT B – REVISED PDA SITE PLAN FOR INFINITY-GATEWAY PROPERTY

EXHIBIT C – DESCRIPTION OF STORM WATER SYSTEM

EXHIBIT D – DESCRIPTION OF ENTRANCEWAYS

EXHIBIT E – GOLF COURSE LEGAL DESCRIPTION

DRAFT

List of Exhibits

EXHIBIT A

OVERALL PROPERTY

PART OF THE NORTH ½ OF SECTION 3 AND PART OF THE N.E. ¼ OF SECTION 4, T. 3S., R. 9E., CITY OF ROMULUS, WAYNE COUNTY, MICHIGAN DESCRIBED AS BEGINNING AT A POINT, SAID POINT BEING THE WEST ¼ CORNER OF SAID SECTION 3 AND THE EAST ¼ CORNER OF SAID SECTION 4; THENCE FROM SAID POINT OF BEGINNING N. 89°44'28" W., 1,102.03 FEET ALONG THE EAST AND WEST ¼ LINE OF SAID SECTION 4; THENCE N. 00°18'22" E., 193.00 FEET; THENCE N. 89°44'28" W. 240.00 FEET; THENCE THE FOLLOWING THREE (3) COURSES ALONG ROMULUS URBAN RENEWAL PLAT NO. 1 AS RECORDED IN LIBER 100 OF PLATS, PAGES 39-44 WAYNE COUNTY RECORDS, N. 00°18'22" E., 2,092.18 FEET AND S. 89°57'10" E., 288.27 FEET AND N. 00°37'00" E., 350.48 FEET; THENCE THE FOLLOWING FIVE (5) COURSES ALONG THE SOUTH RIGHT-OF-WAY LINE OF VAN BORN ROAD (120 FEET WIDE) S. 89°55'49" E., 1,027.80 FEET AND N. 89°54'21" E., 7.34 FEET AND N. 89°54'21" E., 2,622.66 FEET AND N. 89°54'21" E., 13.46 FEET AND N. 89°53'27" E., 2,543.83 FEET; THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF MERRIMAN ROAD (120 FEET WIDE) THE FOLLOWING THREE (3) COURSES S. 02°24'07" W. 381.97 FEET, 184.58 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 5,789.68 FEET, CENTRAL ANGLE 01°49'38" AND A CHORD THAT BEARS S. 01°29'19" W. 184.57 FEET AND S. 00°34'31" W. 1,141.38 FEET; THENCE S. 51°35'12" W., 49.51 FEET ALONG THE CENTERLINE OF HENRY RUFF ROAD (66 FEET WIDE); THENCE S. 89°58'35" W., 2,476.15 FEET; THENCE S. 00°19'35" E., 904.05 FEET ALONG THE NORTH AND SOUTH ¼ LINE OF SAID SECTION 3 TO THE CENTER OF SAID SECTION 3; THENCE S. 89°52'05" W. 2,635.05 FEET ALONG THE EAST AND WEST ¼ LINE OF SAID SECTION 3 TO THE POINT OF BEGINNING AND CONTAINING 337.51 ACRES.

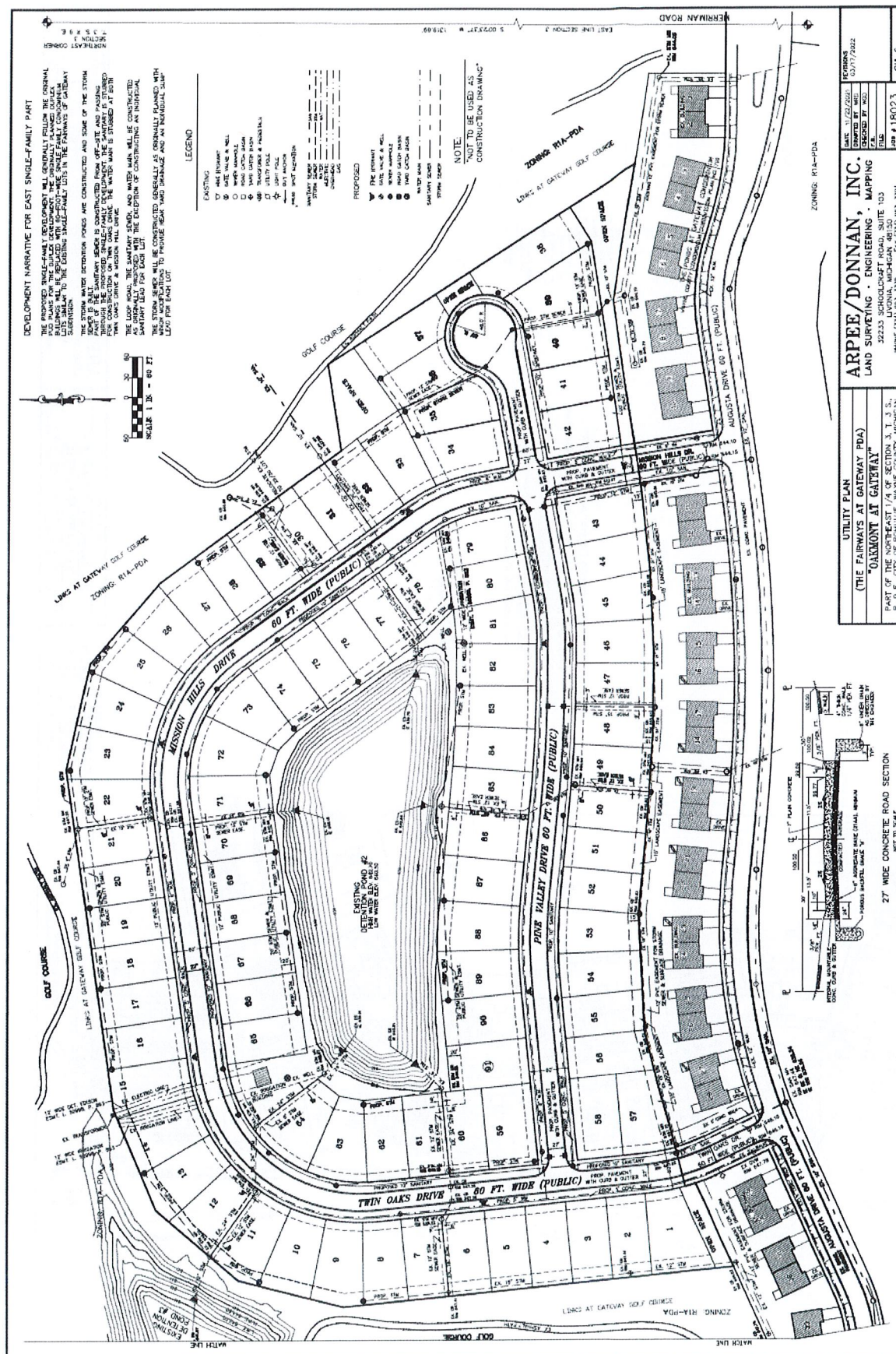
EXHIBIT B

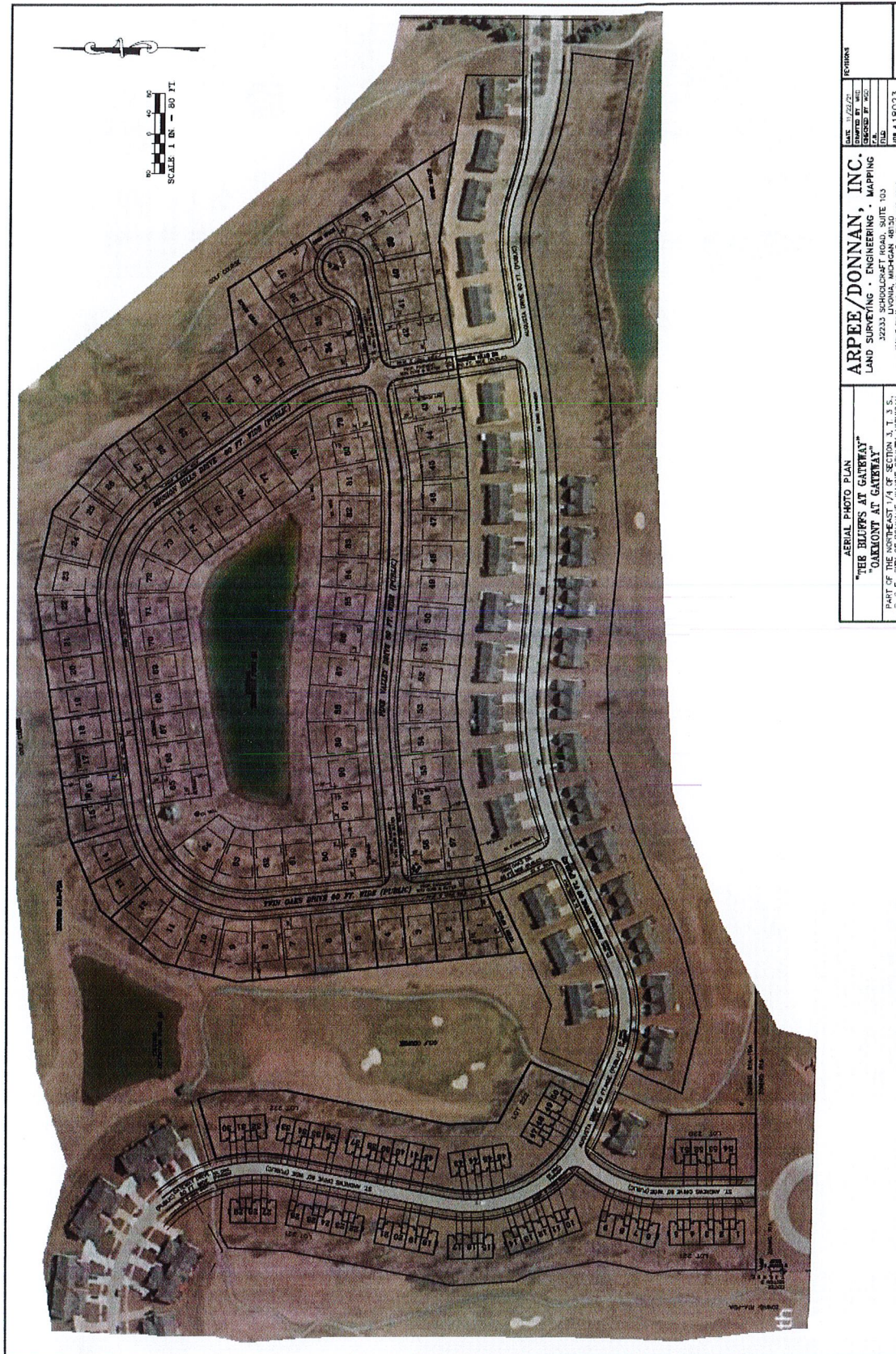
**REVISED PDA SITE PLAN
FOR INFINITY-GATEWAY PROPERTY**

SEE ATTACHED

DRAFT





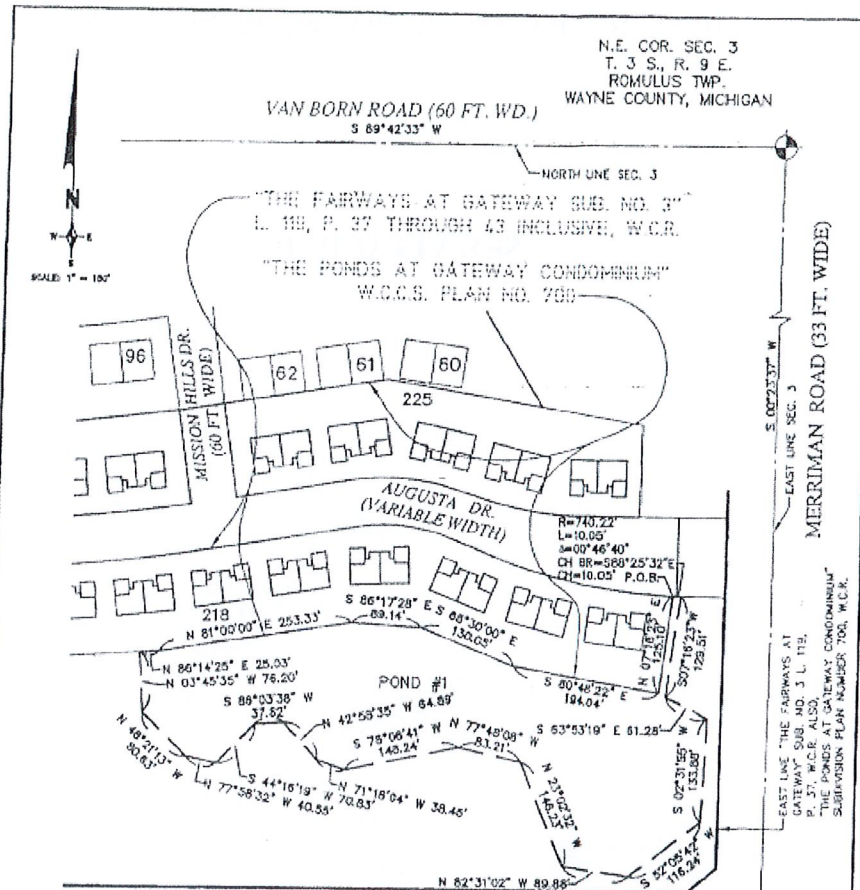


AERIAL PHOTO PLAN		DATE: 11/22/21	FIGURE:
"THE BLUFFS AT GATEWAY"		PROJECT: 18023	FIGURE: 1
"OAKMONT AT GATEWAY"		DATE: 11/22/21	FIGURE: 1
PART OF THE NORTHEAST 1/4 OF SECTION 3, T. 3 S., R. 9 E., CITY OF ROMULUS, WAYNE COUNTY, MICHIGAN		PROJECT: 18023	FIGURE: 1
ARPEE/DONNAN, INC.		PROJECT: 18023	FIGURE: 1
LAND SURVEYING - ENGINEERING - MAPPING		PROJECT: 18023	FIGURE: 1
32233 LINDEN AVENUE, SUITE 100		PROJECT: 18023	FIGURE: 1
LYNDEN, MICHIGAN 48306		PROJECT: 18023	FIGURE: 1
PHONE (248) 933-3339 FAX (248) 933-3344		PROJECT: 18023	FIGURE: 1
SHEET 1		PROJECT: 18023	FIGURE: 1

EXHIBIT C
DESCRIPTION OF STORM WATER SYSTEM

SEE ATTACHED

DRAFT



DESCRIPTION

INGRESS-EGRESS EASEMENT FOR POND ACCESS AND MAINTENANCE POND #1

AN INGRESS-EGRESS EASEMENT FOR POND ACCESS AND MAINTENANCE LOCATED IN PART OF THE N.E. 1/4 OF SECTION 3, T. 3 S., R. 9 E., CITY OF ROMULUS, WAYNE COUNTY, MICHIGAN MORE PARTICULARLY DESCRIBED AS:

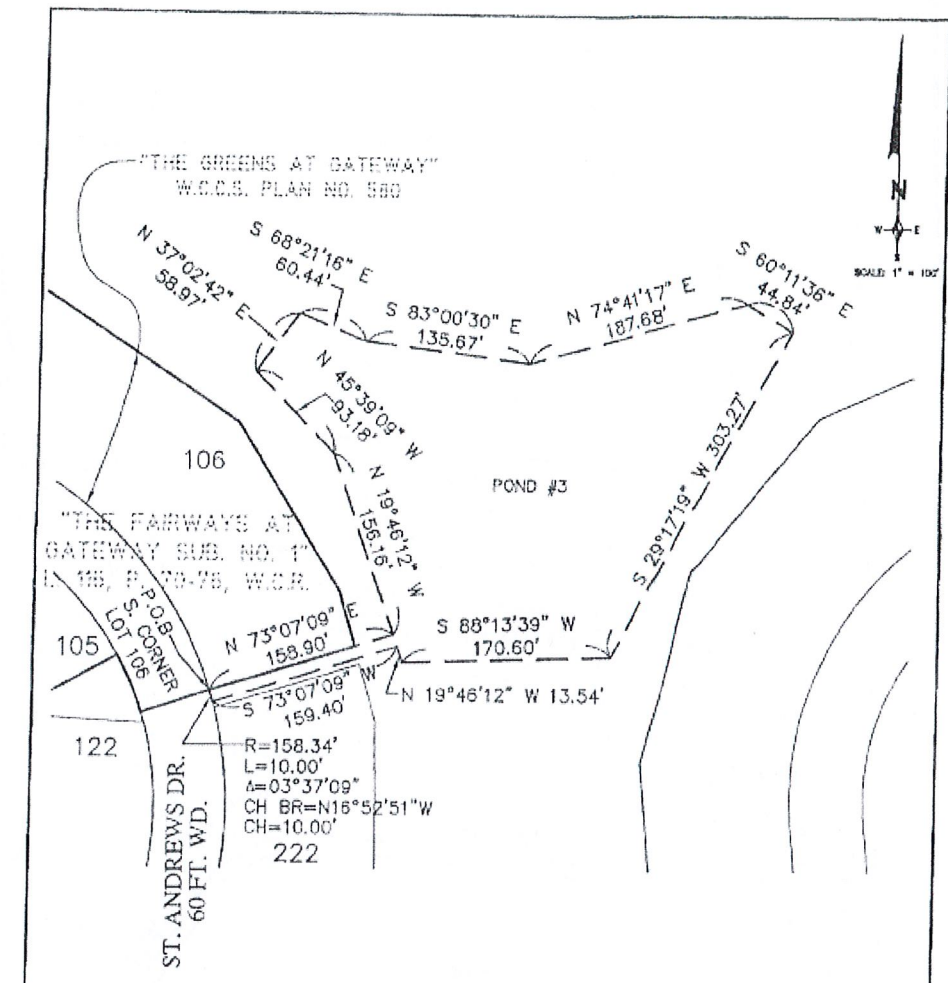
BEGINNING AT THE NORTH-EAST CORNER OF LOT 218 OF "THE FAIRWAYS AT GATEWAY SUBDIVISION NUMBER 3" AS RECORDED IN LIBER 119, PAGES 37 THROUGH 43 INCLUSIVE, WAYNE COUNTY RECORDS, THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY OF AUGUSTA DRIVE (VARIABLE WIDTH) THE 10.05 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 740.22 FEET, CENTRAL ANGLE 00°46'40", AND A CHORD THAT BEARS S. 88°25'32" E. 10.05 FEET; THENCE S. 07°18'23" W. 129.51 FEET; THENCE S. 63°53'19" E. 61.28 FEET; THENCE S. 02°31'55" W. 133.88 FEET; THENCE S. 52°05'42" W. 116.24 FEET; THENCE N. 82°31'02" W. 89.88 FEET; THENCE N. 23°02'32" W. 146.23 FEET; THENCE N. 77°48'08" W. 83.21 FEET; THENCE S. 78°06'41" W. 148.24 FEET; THENCE N. 71°16'04" W. 38.45 FEET; THENCE N. 42°58'35" W. 64.89 FEET; THENCE S. 85°03'38" W. 37.82 FEET; THENCE S. 44°16'19" W. 70.83 FEET; THENCE N. 77°58'32" W. 40.55 FEET; THENCE N. 46°21'13" W. 80.63 FEET; THENCE N. 03°45'35" W. 76.20 FEET; THENCE THE FOLLOWING FIVE (5) COURSES ALONG THE SOUTH LINE OF SAID LOT 218 ALSO BEING THE SOUTH LINE OF "THE PONDS AT GATEWAY CONDOMINIUM", WAYNE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 700, WAYNE COUNTY RECORDS: 1) N. 88°14'26" E. 25.03 FEET, 2) N. 81°00'00" E. 25.33 FEET, 3) S. 88°17'28" E. 89.14 FEET, 4) S. 68°30'00" E. 130.05 FEET, 5) S. 80°48'22" E. 194.04 FEET; THENCE ALONG THE EAST LINE OF SAID LOT 218 AND SAID "THE PONDS AT GATEWAY CONDOMINIUM" N. 07°16'23" E. 125.10 FEET TO THE POINT OF BEGINNING.

REVISIONS			INGRESS-EGRESS EASEMENT FOR POND ACCESS & MAINTENANCE "THE FAIRWAYS AT GATEWAY SUBDIVISION NO. 3" ROMULUS, MICHIGAN		DATE	SCALE (HOR. 1" = 150')
ITEM	DATE	BY				
			ZEMET WOZNIAK & ASSOCIATES Civil Engineers & Land Surveyors 49324 GRAND RIVER AVE., SUITE 100 NOVI, MICHIGAN 48373 P: (248) 442-1101 F: (248) 442-1241 www.zemetwozniak.com		04-27-05	FIELD BOOK NO.
					DESIGNED BY	JOB NO.
					RAH	94103
					DRAWN BY	SHEET NO.
					AJ	1 OF 1

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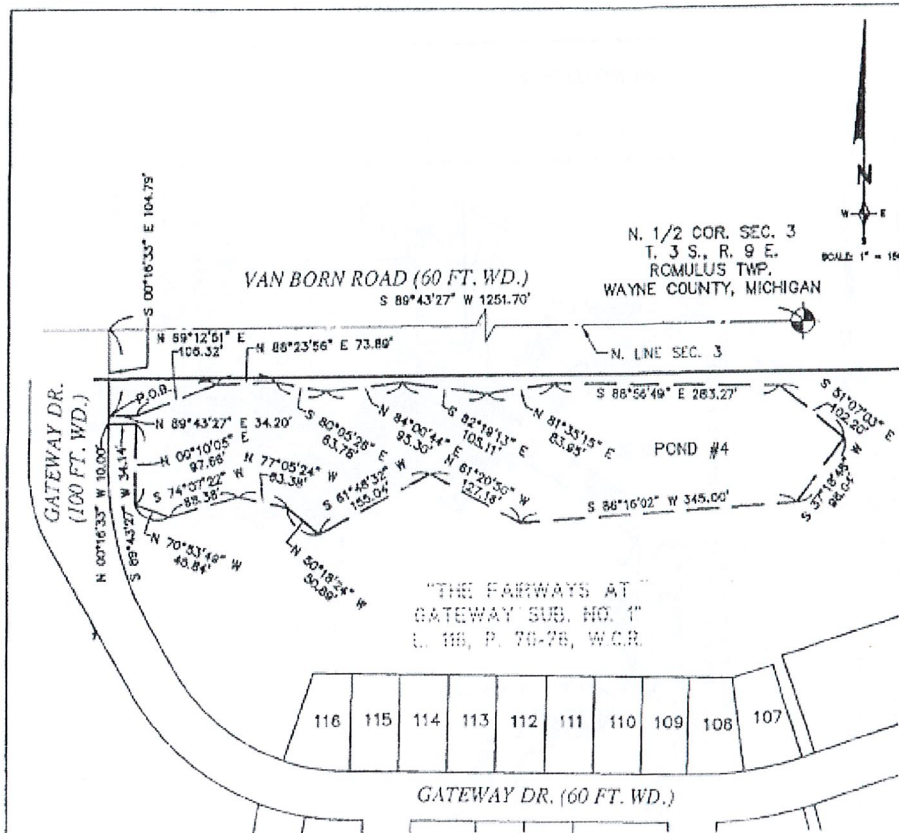
DESCRIPTION
INGRESS-EGRESS EASEMENT FOR POND ACCESS AND MAINTENANCE
POND #3

AN INGRESS-EGRESS EASEMENT FOR POND ACCESS AND MAINTENANCE LOCATED IN PART OF THE N.E. 1/4 OF SECTION 3, T. 3 S., R. 9 E., CITY OF ROMULUS, WAYNE COUNTY, MICHIGAN MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF LOT 108 OF "THE FAIRWAYS AT GATEWAY SUBDIVISION NUMBER 1" AS RECORDED IN LIBER 116, PAGES 70 THROUGH 78 INCLUSIVE, WAYNE COUNTY RECORDS, AND "THE GREENS AT GATEWAY" WAYNE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 580, WAYNE COUNTY RECORDS, SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY OF ST. ANDREWS DRIVE (60 FEET WIDE) THENCE ALONG SAID LOT AND CONDOMINIUM LINE N. 73°07'09" E. 158.90 FEET; THENCE N. 19°46'12" W. 158.16 FEET; THENCE N. 45°39'09" W. 93.18 FEET; THENCE N. 37°02'42" E. 58.97 FEET; THENCE S. 68°21'16" E. 60.44 FEET; THENCE S. 83°00'30" E. 135.67 FEET; THENCE N. 74°41'17" E. 187.68 FEET; THENCE S. 60°11'36" E. 44.84 FEET; THENCE S. 29°17'19" W. 303.27 FEET; THENCE S. 88°13'39" W. 170.60 FEET; THENCE N. 19°46'12" W. 13.54 FEET; THENCE S. 73°07'09" W. 159.40 FEET TO A POINT ON THE SAID RIGHT-OF-WAY OF ST. ANDREWS DRIVE; THENCE ALONG SAID RIGHT-OF-WAY 10.00 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 158.34 FEET, CENTRAL ANGLE 03°37'09", AND CHORD THAT BEARS N. 16°52'51" W. 10.00 FEET TO THE POINT OF BEGINNING.

REVISIONS			INGRESS-EGRESS EASEMENT FOR POND ACCESS & MAINTENANCE		DATE	SCALE
ITEM	DATE	BY	"THE FAIRWAYS AT GATEWAY SUBDIVISION NO. 1"		04-27-06	HOR. 1" = 150'
			ROMULUS, MICHIGAN			FIELD BOOK NO.
			ZEIMET WOZNAK		DESIGNED BY	JOB NO.
			Civil Engineers & Land Surveyors		RAH	94103
			40024 GRAND RIVER AVE, SUITE 100		DRAWN BY	SHEET NO.
			NOVI, MICHIGAN 48235		AJ	1 OF 1
			P: (248) 442-1101 F: (248) 442-1241 www.zeimetwozniak.com			

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DESCRIPTION
INGRESS-EGRESS EASEMENT FOR POND ACCESS AND MAINTENANCE
POND #4

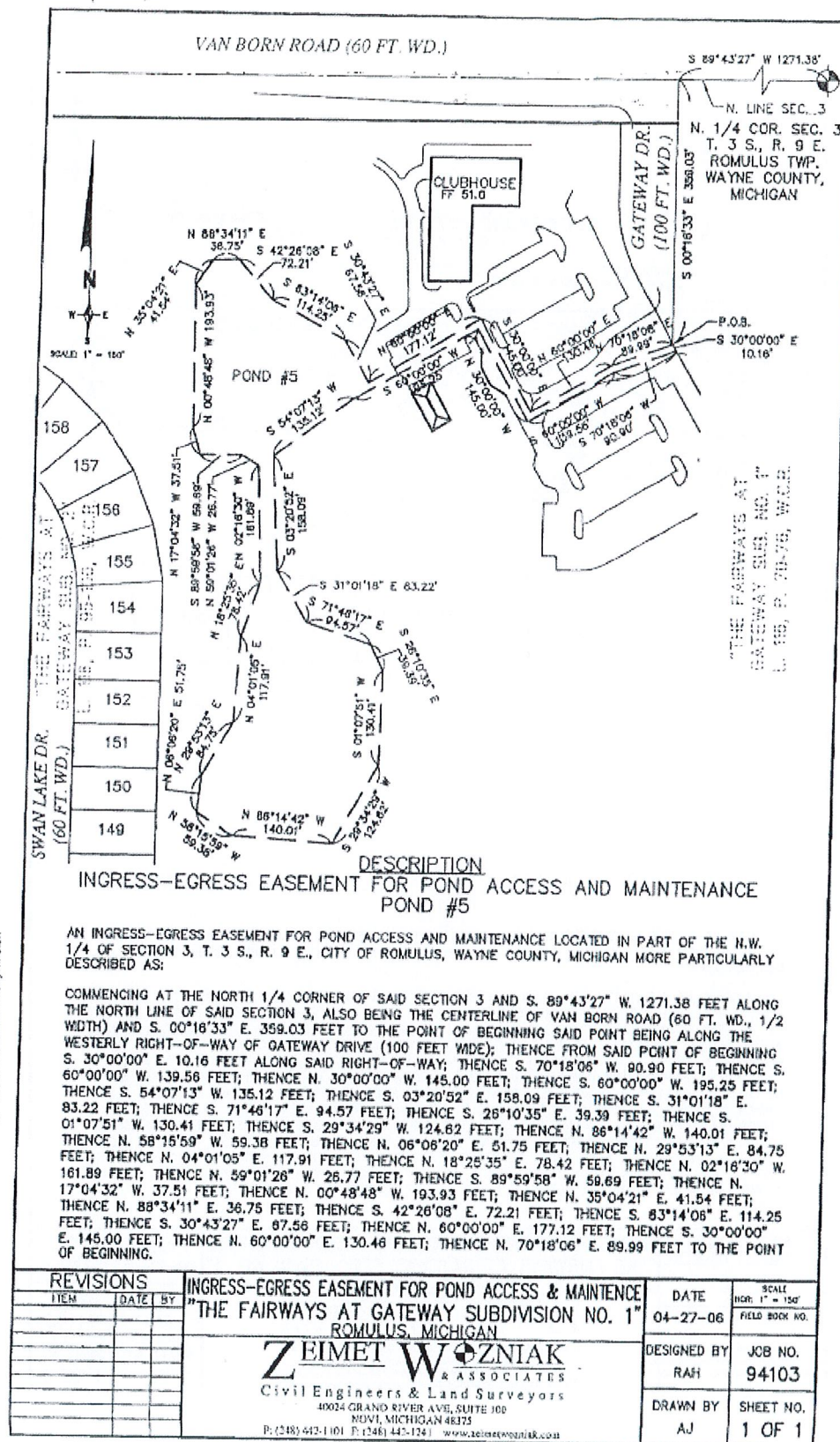
AN INGRESS-EGRESS EASEMENT FOR POND ACCESS AND MAINTENANCE LOCATED IN PART OF THE N.W. 1/4 OF SECTION 3, T. 3 S., R. 9 E., CITY OF ROMULUS, WAYNE COUNTY, MICHIGAN MORE PARTICULARLY DESCRIBED AS:

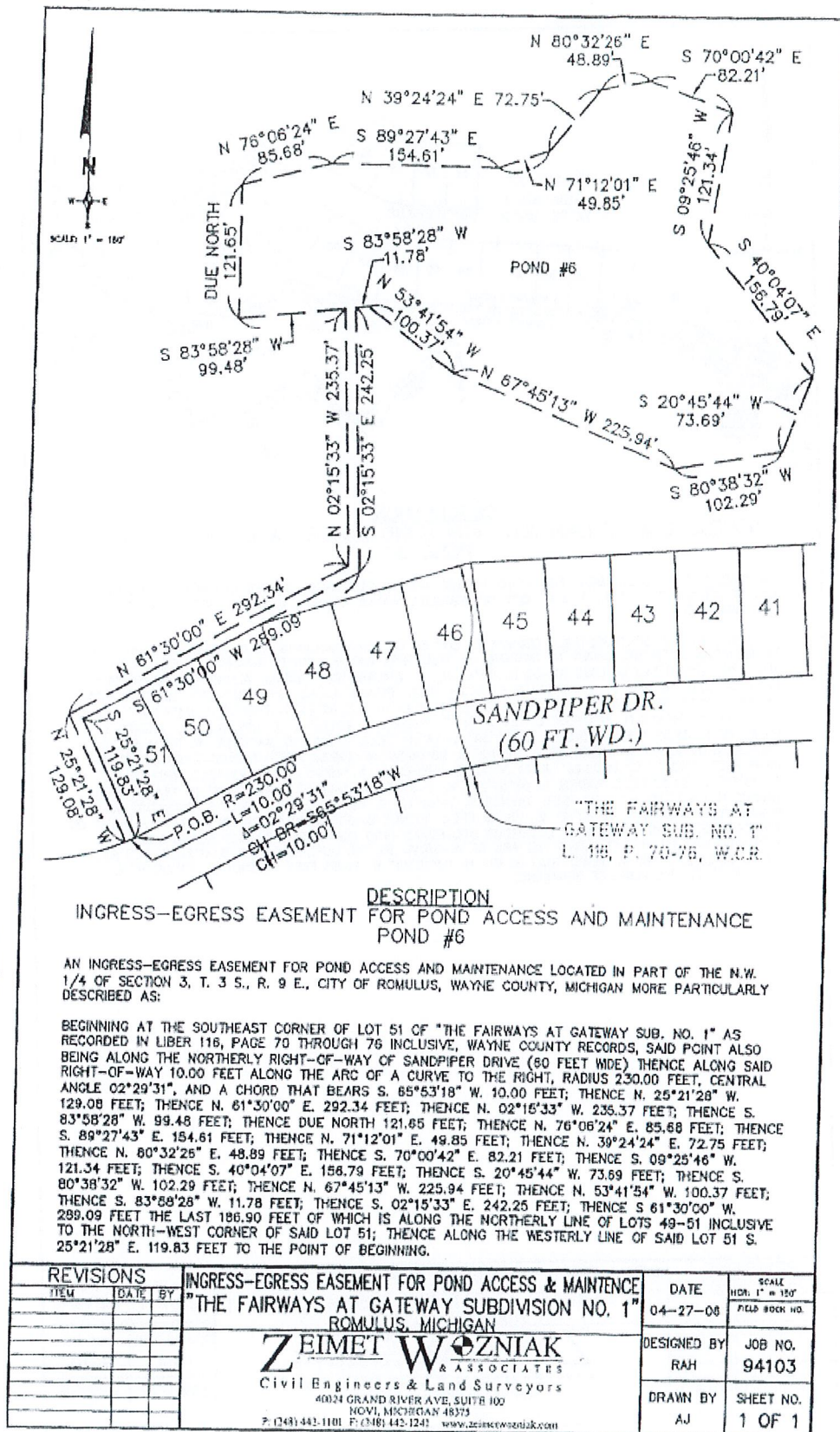
COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 3 AND PROCEEDING S. 89°43'27" W. 1251.70 FEET ALONG THE NORTH LINE OF SAID SECTION 3, ALSO BEING THE CENTERLINE OF VAN BORN ROAD (60 FT. WD., 1/2 WIDTH) AND S. 00°16'33" E. 104.79 FEET TO THE POINT OF BEGINNING SAID POINT BEING ALONG THE EASTERLY RIGHT-OF-WAY OF GATEWAY DRIVE (100 FEET WIDE); THENCE FROM SAID POINT OF BEGINNING N. 89°43'27" E. 34.20 FEET; THENCE N. 69°12'51" E. 106.32 FEET; THENCE N. 88°23'56" E. 73.89 FEET; THENCE S. 80°05'28" E. 63.78 FEET; THENCE N. 84°00'44" E. 95.30 FEET; THENCE S. 82°19'13" E. 105.11 FEET; THENCE N. 81°35'15" E. 83.95 FEET; THENCE S. 88°56'49" E. 283.27 FEET; THENCE S. 51°07'03" E. 102.20 FEET; THENCE S. 37°18'48" W. 98.04 FEET; THENCE S. 86°16'02" W. 345.00 FEET; THENCE N. 61°20'50" W. 127.18 FEET; THENCE S. 61°46'32" W. 155.04 FEET; THENCE N. 50°18'24" W. 50.89 FEET; THENCE N. 77°05'24" W. 63.38 FEET; THENCE S. 74°07'22" W. 88.38 FEET; THENCE N. 70°53'49" W. 45.84 FEET; THENCE N. 00°10'05" E. 97.66 FEET; THENCE S. 89°43'27" W. 34.14 FEET TO A POINT ALONG SAID EASTERLY RIGHT-OF-WAY OF GATEWAY DRIVE (100 FEET WIDE); THENCE ALONG SAID RIGHT-OF-WAY N. 00°18'33" W. 10.00 FEET TO THE POINT OF BEGINNING.

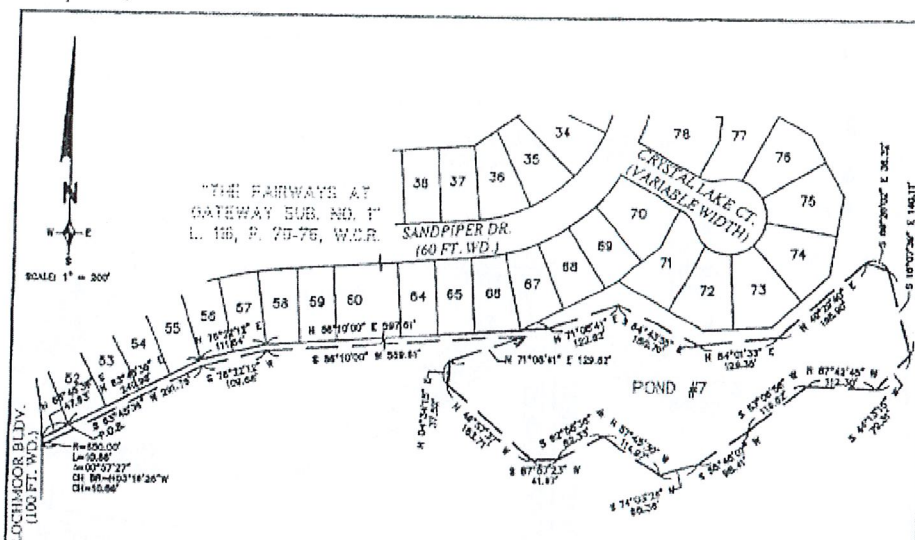
REVISIONS			INGRESS-EGRESS EASEMENT FOR POND ACCESS & MAINTENANCE		DATE	SCALE
ITEM	DATE	BY	"THE FAIRWAYS AT GATEWAY SUBDIVISION NO. 1"		04-27-08	HOR. 1" = 150'
			ROMULUS, MICHIGAN			FIELD BOOK NO.
			ZEIMET WOZNAK & ASSOCIATES Civil Engineers & Land Surveyors 40024 GRAND RIVER AVE. SUITE 100 NOVI, MICHIGAN 48373 P. (248) 442-1101 F. (248) 442-1241 www.zeimetwozniak.com		DESIGNED BY	JOB NO.
					RAH	94103
					DRAWN BY	SHEET NO.
					AJ	1 OF 1

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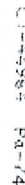
DESCRIPTION
INGRESS-EGRESS EASEMENT FOR POND ACCESS AND MAINTENANCE
POND #7

AN INGRESS-EGRESS EASEMENT FOR POND ACCESS AND MAINTENANCE LOCATED IN PART OF THE N.W. 1/4 OF SECTION 3, T. 3 S., R. 9 E., CITY OF ROMULUS, WAYNE COUNTY, MICHIGAN MORE PARTICULARLY DESCRIBED AS:

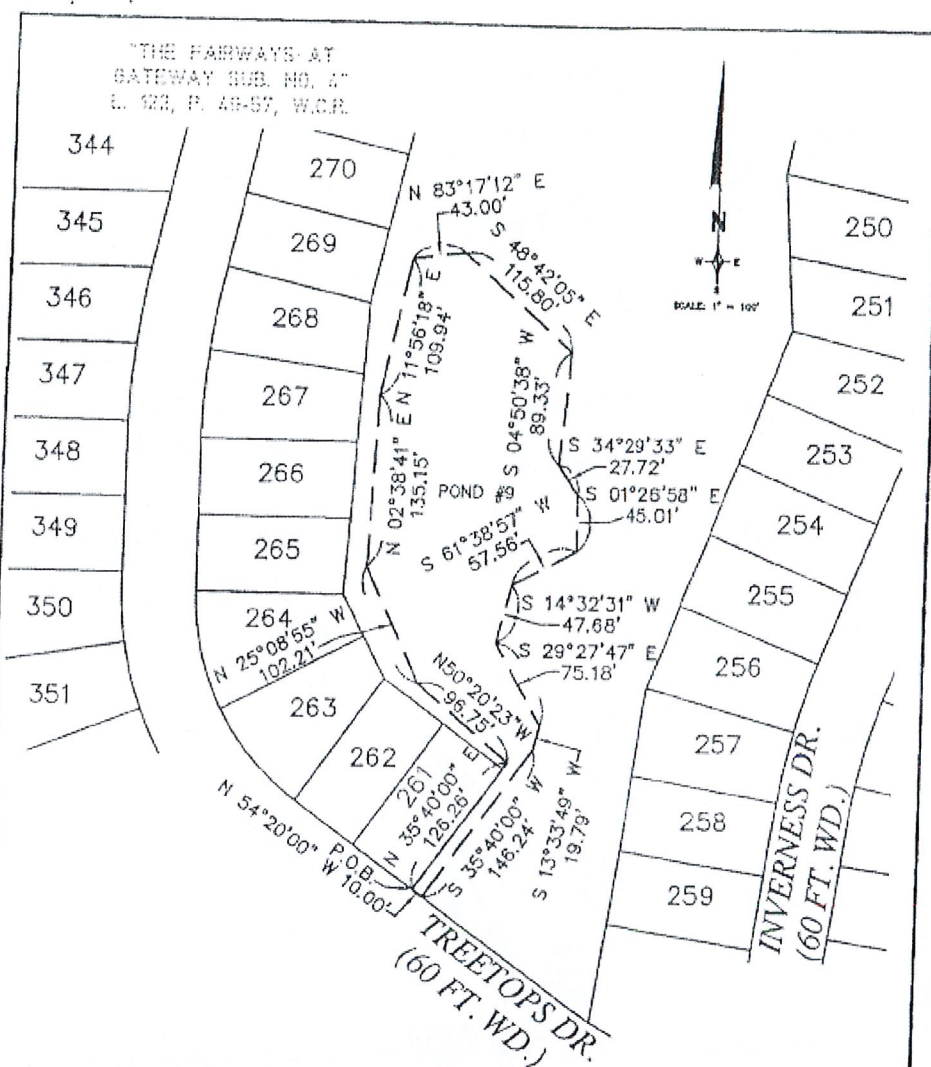
BEGINNING AT THE SOUTHWESTERLY CORNER OF LOT 52 OF "THE FAIRWAYS AT GATEWAY SUB. NO. 1" AS RECORDED IN LIBER 116, PAGES 70 THROUGH 78 INCLUSIVE, WAYNE COUNTY RECORDS, THENCE ALONG THE SOUTHERLY LINES OF LOTS 52-55 N. 63°45'36" E. 240.98 FEET; THENCE ALONG THE SOUTHERLY LINES OF LOTS 56 AND 57 N. 76°22'12" E. 111.64 FEET; THENCE ALONG THE SOUTHERLY LINES OF LOTS 58-68 N. 86°10'00" E. 597.81 FEET; THENCE N. 71°05'41" E. 122.82 FEET; THENCE S. 64°43'55" E. 150.70 FEET; THENCE N. 84°01'33" E. 129.35 FEET; THENCE N. 49°29'40" E. 188.90 FEET; THENCE S. 69°26'02" E. 38.32 FEET; THENCE S. 16°07'39" E. 140.11 FEET; THENCE S. 44°13'15" W. 79.31 FEET; THENCE N. 87°42'45" W. 112.30 FEET; THENCE S. 53°06'56" W. 119.82 FEET; THENCE S. 56°46'07" W. 98.41 FEET; THENCE S. 74°03'28" W. 65.36 FEET; THENCE N. 57°45'30" W. 114.97 FEET; THENCE S. 62°58'36" W. 82.33 FEET; THENCE S. 87°57'23" W. 41.97 FEET; THENCE N. 49°57'37" W. 183.71 FEET; THENCE N. 04°34'15" E. 37.52 FEET; THENCE N. 71°05'41" E. 129.62 FEET; THENCE S. 86°10'00" W. 559.81 FEET; THENCE S. 76°22'12" W. 109.68 FEET; THENCE S. 63°45'36" W. 291.76 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF LOCHMOOR BOULEVARD (100 FEET WIDE); THENCE ALONG SAID RIGHT-OF-WAY 10.88 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 650.00 FEET, CENTRAL ANGLE 00°57'27", AND A CHORD THAT BEARS N. 03°16'25" W. 10.85 FEET; THENCE N. 63°45'36" E. 47.83 FEET TO THE POINT OF BEGINNING.

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REVISIONS			INGRESS-EGRESS EASEMENT FOR POND ACCESS & MAINTENANCE "THE FAIRWAYS AT GATEWAY SUBDIVISION NO. 1" ROMULUS, MICHIGAN	DATE	SCALE HOR. 1" = 150' FIELD BOOK NO.
ITEM	DATE	BY			
			ZIMET WOZNAK & ASSOCIATES Civil Engineers & Land Surveyors 40034 GRAND RIVER AVE. SUITE 100 NOVI, MICHIGAN 48215 P: (248) 442-1101 F: (248) 442-1241 www.zimetroznak.com	04-27-06	
				DESIGNED BY RAH	JOB NO. 94103
				DRAWN BY AJ	SHEET NO. 1 OF 1



C-10-864 P. 75



DESCRIPTION
INGRESS-EGRESS EASEMENT FOR POND ACCESS AND MAINTENANCE
POND #9

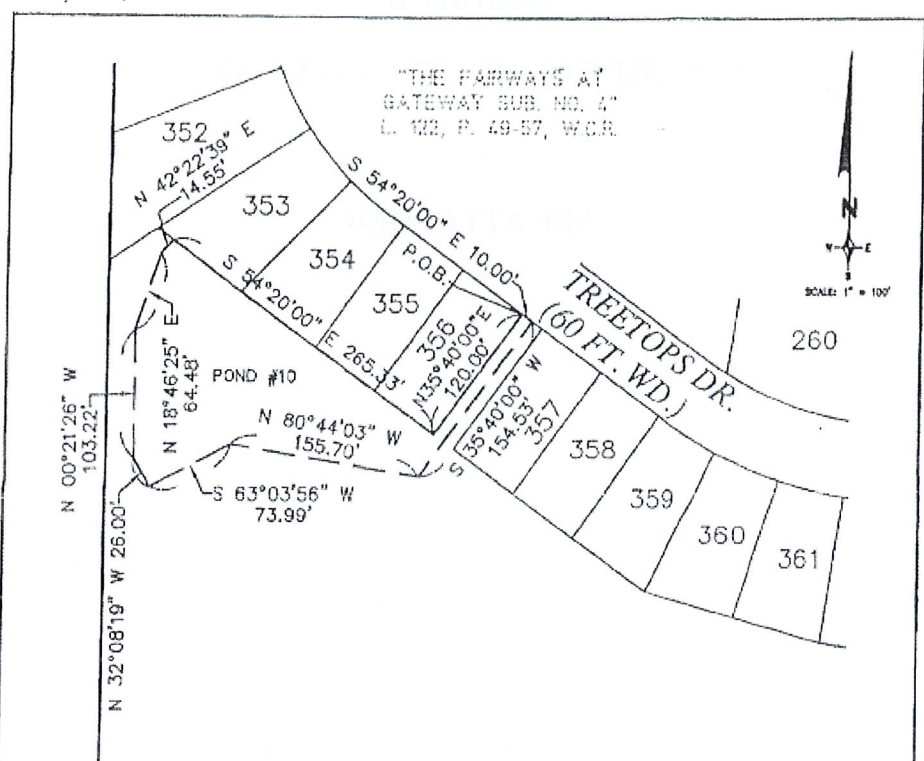
AN INGRESS-EGRESS EASEMENT FOR POND ACCESS AND MAINTENANCE LOCATED IN PART OF THE N.E. 1/4 OF SECTION 4, T. 3 S., R. 9 E., CITY OF ROMULUS, WAYNE COUNTY, MICHIGAN MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 261 OF "THE FAIRWAYS AT GATEWAY SUB. NO. 4" AS RECORDED IN LIBER 122, PAGES 49 THROUGH 57 INCLUSIVE, WAYNE COUNTY RECORDS, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF TREETOPS DRIVE (60 FEET WIDE) THENCE ALONG THE EASTERLY LINE OF SAID LOT 261 N. 35°40'00" E. 126.26 FEET; THENCE N. 50°20'23" W. 96.75 FEET; THENCE N. 25°08'55" W. 102.21 FEET; THENCE N. 02°38'41" E. 135.15 FEET; THENCE N. 11°56'18" E. 109.94 FEET; THENCE N. 83°17'12" E. 43.00 FEET; THENCE S. 48°42'05" E. 115.80 FEET; THENCE S. 04°50'38" W. 89.33 FEET; THENCE S. 34°29'33" E. 27.72 FEET; THENCE S. 01°26'58" E. 45.01 FEET; THENCE S. 61°38'57" W. 57.56 FEET; THENCE S. 14°32'31" W. 47.68 FEET; THENCE S. 29°27'47" E. 75.18 FEET; THENCE S. 13°33'49" W. 19.79 FEET; THENCE S. 35°40'00" W. 146.24 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY OF TREETOPS DRIVE (60 FEET WIDE); THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY N. 54°20'00" W. 10.00 FEET TO THE POINT OF BEGINNING.

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REVISIONS			INGRESS-EGRESS EASEMENT FOR POND ACCESS & MAINTENANCE "THE FAIRWAYS AT GATEWAY SUBDIVISION NO. 4" ROMULUS, MICHIGAN		DATE	SCALE HORIZ. 1" = 100' FIELD BOOK NO.
ITEM	DATE	BY				
			ZEIMET WOZNAK & ASSOCIATES Civil Engineers & Land Surveyors 40024 GRAND RIVER AVE. SUITE 100 NOVI, MICHIGAN 48375 P: (248) 442-1101 F: (248) 442-1241 www.zeimetwoznak.com		04-27-06	
					DESIGNED BY	JOB NO.
					RAH	94103
					DRAWN BY	SHEET NO.
					AJ	1 OF 1

92-103 49644-17



DESCRIPTION

**INGRESS-EGRESS EASEMENT FOR POND ACCESS AND MAINTENANCE
POND #10**

AN INGRESS-EAGRESS EASEMENT FOR POND ACCESS AND MAINTENANCE LOCATED IN PART OF THE N.E. 1/4 OF SECTION 4, T. 3 S., R. 9 E., CITY OF ROMULUS, WAYNE COUNTY, MICHIGAN MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 356 OF "THE FAIRWAYS AT GATEWAY SUB. NO. 4" AS RECORDED IN LIBER 122, PAGES 49 THROUGH 57 INCLUSIVE, WAYNE COUNTY RECORDS, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF TREETOPS DRIVE (60 FEET WIDE) THENCE ALONG SAID SOUTHERLY LINE OF TREETOPS DRIVE S. 54°20'00" E. 10.00 FEET; THENCE S. 38°40'00" W. 154.53 FEET; THENCE N. 80°44'03" W. 155.70 FEET; THENCE S. 63°03'56" W. 73.99 FEET; THENCE N. 32°08'19" W. 26.00 FEET; THENCE N. 00°21'26" W. 103.22 FEET; THENCE N. 18°46'25" E. 64.48 FEET; THENCE N. 42°22'39" E. 14.55 FEET TO A POINT ON THE SOUTHERLY LINE OF LOT 353; THENCE ALONG THE SOUTHERLY LINE OF LOTS 353-356 S. 54°20'00" E. 265.33 FEET; THENCE ALONG THE EASTERLY LINE OF SAID LOT 356 N. 35°40'00" E. 120.00 FEET TO THE POINT OF BEGINNING.

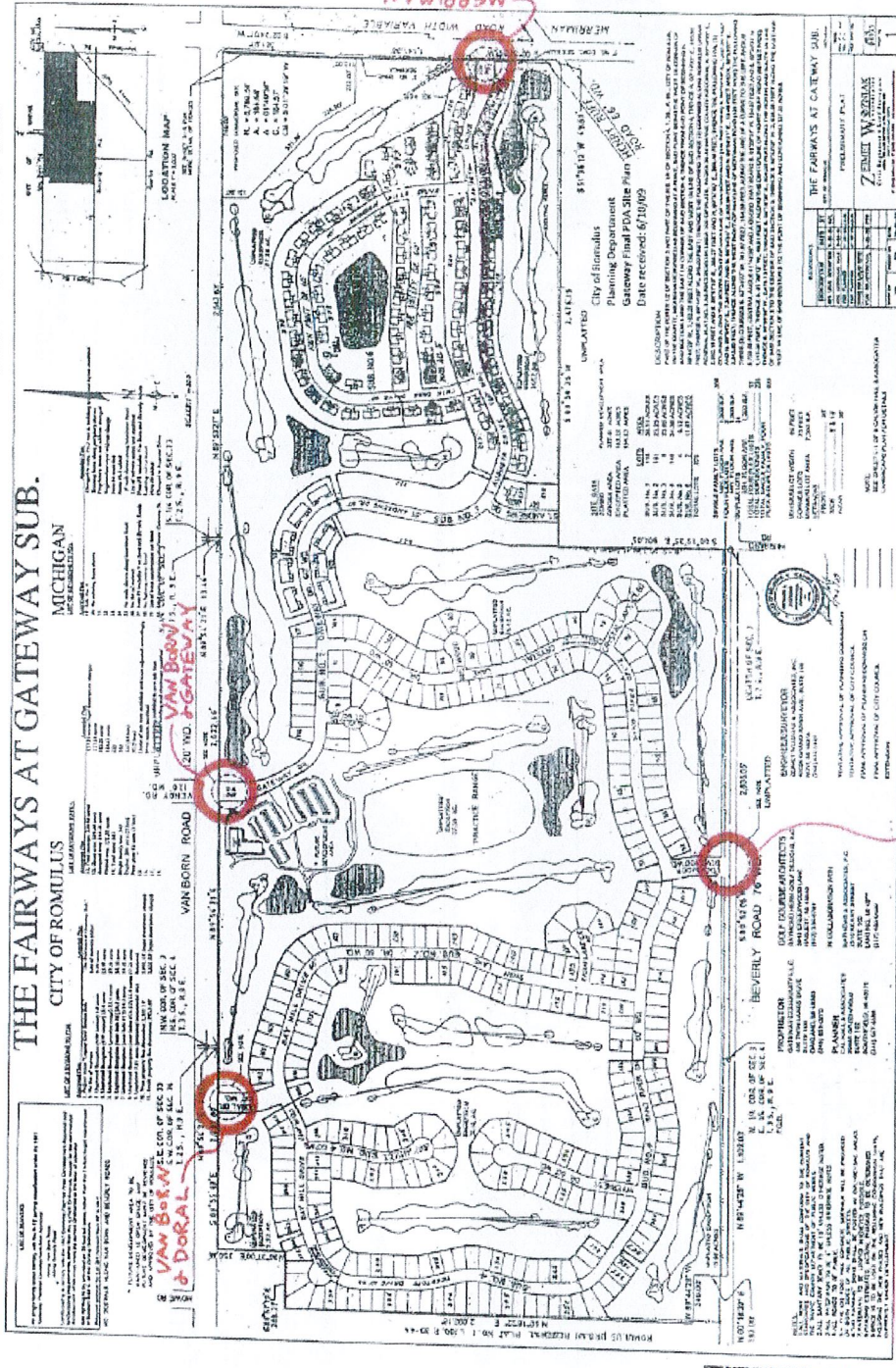
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REVISIONS			INGRESS-EGRESS EASEMENT FOR POND ACCESS & MAINTENANCE		DATE	SCALE
ITEM	DATE	BY	"THE FAIRWAYS AT GATEWAY SUBDIVISION NO. 4"		04-27-06	HOR. 1" = 100'
			ROMULUS, MICHIGAN			FOLD BOOK NO.
			ZEIMET WOZNAK & ASSOCIATES Civil Engineers & Land Surveyors 40524 GRAND RIVER AVE, SUITE 100 NOVI, MICHIGAN 48173 P: (248) 442-1101 F: (248) 442-1241 www.zeimetwozniak.com		DESIGNED BY	JOB NO.
					RAH	94103
					DRAWN BY	SHEET NO.
					AJ	1 OF 1

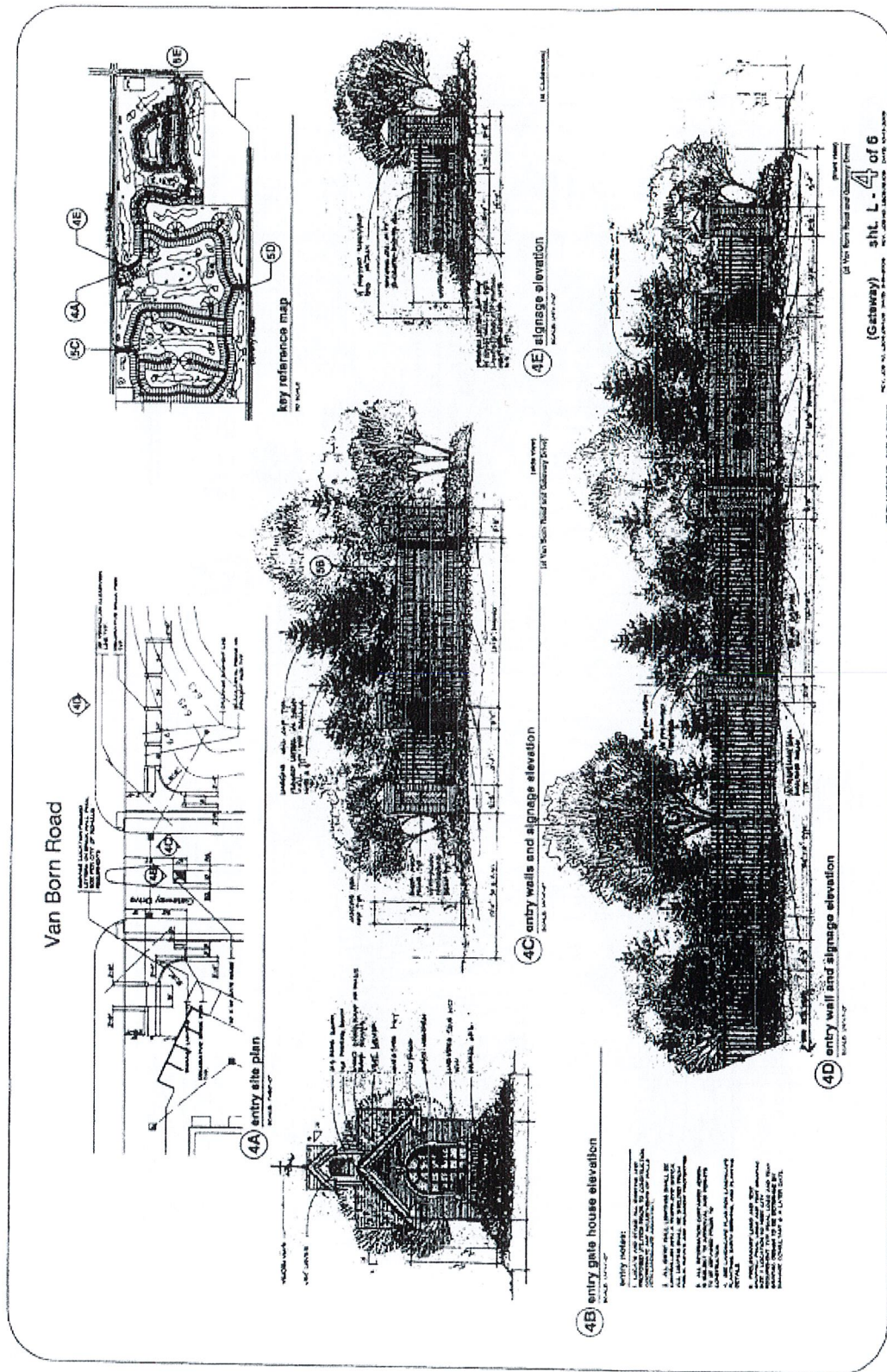
EXHIBIT D
DESCRIPTION OF ENTRANCEWAYS

SEE ATTACHED

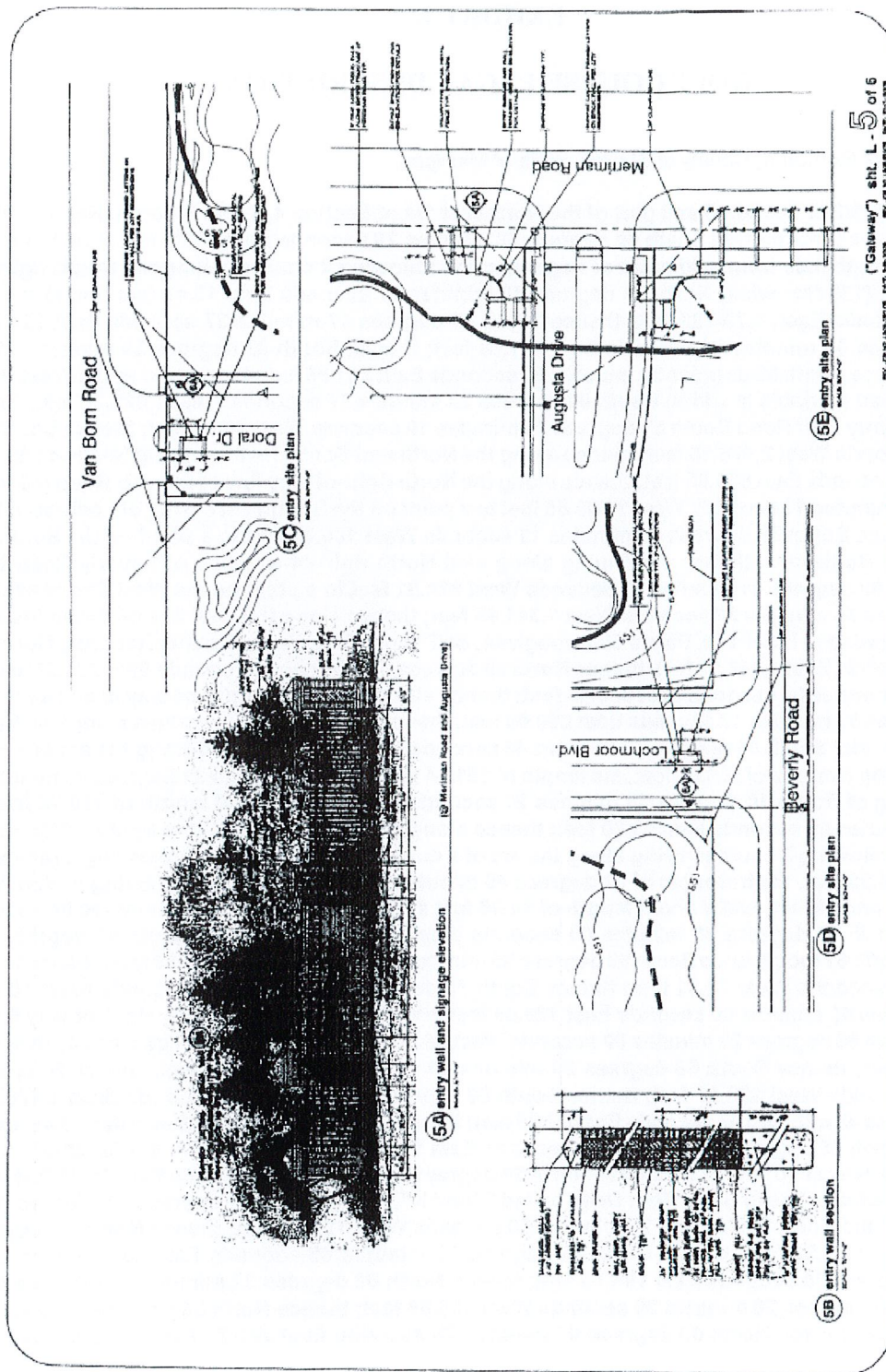
DRAFT



Beverly & Lochmoor



ENTRANCE



["Gateway"] shd. L-5 of 6

EXHIBIT E

GOLF COURSE LEGAL DESCRIPTION

Land in the City of Romulus, County of Wayne, State of Michigan:

Part of the North 1/2 of Section 3 and part of the Northeast 1/4 of Section 4, Town 3 South, Range 9 East, described as: Beginning at a point distant South 00 degrees 30 minutes 29 seconds East 60.00 feet from the North 1/4 corner of said Section 3; thence from said point of beginning the following 2 courses along the South right-of-way line of Van Born Road (120 feet wide) North 89 degrees 43 minutes 27 seconds East 13.46 feet and North 89 degrees 42 minutes 33 seconds East, 1,794.63 feet; thence South 00 degrees 17 minutes 27 seconds East 131.00 feet; thence South 47 degrees 33 minutes 00 seconds East 521.58 feet; thence South 32 degrees 39 minutes 44 seconds East 225.50 feet; thence South 89 degrees 36 minutes 23 seconds East 221.99 feet; thence along the West right-of-way line of Merriman Road (variable in width) South 00 degrees 23 minutes 37 seconds West 1,029.38 feet; thence along the centerline of Henry Ruff Road South 51 degrees 24 minutes 19 seconds West 49.51 feet; thence South 89 degrees 47 minutes 41 seconds West 2,476.15 feet; thence along the North and South 1/4 line of said Section 3 South 00 degrees 30 minutes 29 seconds East 861.06 feet; thence along the North right-of-way line of Beverly Road (76 feet wide) South 89 degrees 41 minutes 11 seconds West 1,609.85 feet to a point on the Southeast corner of Lochmoor Boulevard (100 feet wide); thence South 89 degrees 41 minutes 11 seconds West 100.00 feet to a point on the Southwest corner of said Lochmoor Boulevard; thence continuing along said North right-of-way line of Beverly Road the following 2 courses South 89 degrees 41 minutes 11 seconds West 924.91 feet to a point on the West line of said Section 3 and North 89 degrees 55 minutes 22 seconds West 1,341.85 feet; thence along the East line of "Romulus Urban Renewal Plat No. 1", recorded in Liber 100, Pages 39 through 44, both inclusive, Wayne County Records, North 00 degrees 07 minutes 28 seconds East 2,242.18 feet; thence North 89 degrees 51 minutes 56 seconds East 288.27 feet; thence North 00 degrees 26 minutes 06 seconds East 350.46 feet; thence along said South right-of-way line of said Van Born Road North 89 degrees 53 minutes 17 seconds East 690.00 feet; thence the following 3 courses along the West line of Doral Drive (100 feet wide) South 00 degrees 06 minutes 43 seconds East 114.25 feet and along the arc of a curve to the left, said curve having a radius of 400.00 feet, arc length of 151.64 feet, central angle of 21 degrees 43 minutes 17 seconds, a chord bearing of South 10 degrees 58 minutes 21 seconds East, and a chord length of 150.74 feet and South 21 degrees 50 minutes 00 seconds East 63.20 feet; thence along the Northerly right-of-way line of Swan Lake Drive (60 feet wide) the following 2 courses being along the arc of a curve to the left, said curve having a radius of 320.00 feet, arc length of 14.95 feet, central angle of 02 degrees 40 minutes 39 seconds, a chord bearing of South 57 degrees 50 minutes 19 seconds West, and a chord length of 14.95 feet and South 56 degrees 30 minutes 00 seconds West 5.05 feet; thence North 33 degrees 30 minutes 00 seconds West 120.00 feet; thence South 60 degrees 31 minutes 00 seconds West 103.67 feet; thence South 89 degrees 30 minutes 00 seconds West 359.58 feet; thence South 78 degrees 33 minutes 03 seconds West 76.21 feet; thence South 70 degrees 44 minutes 21 seconds West 70.93 feet; thence South 21 degrees 40 minutes 00 seconds East 120.00 feet; thence along the Northerly right-of-way line of said Swan Lake Drive South 68 degrees 20 minutes 00 seconds West 25.00 feet; thence North 21 degrees 40 minutes 00 seconds West 120.45 feet; thence South 68 degrees 20 minutes 00 seconds West 50.71 feet; thence South 89 degrees 51 minutes 56 seconds West 288.27 feet; thence South 00 degrees 07 minutes 28 seconds West 1,676.48 feet; thence North 56 degrees 48 minutes 07 seconds East 47.36 feet; thence South 54 degrees 20 minutes 00 seconds East 281.40 feet; thence North 35 degrees 40 minutes 00 seconds East 120.00 feet to a point on the Southerly right-of-way line of Sand Piper Drive called "Point J"; thence North 24 degrees 14 minutes 05 seconds East 61.21 feet to a point on the Northerly right-of-way line of Sand Piper Drive called "Point K"; thence North 35 degrees 40 minutes 00 seconds East 120.00 feet; thence North 54 degrees 20 minutes 00 seconds West 120.00 feet; thence North 27 degrees 55 minutes 44 seconds West 75.32 feet; thence North 03 degrees 32 minutes 05 seconds East 230.10 feet; thence North 12 degrees 40 minutes 00 seconds East 194.75 feet; thence North 02 degrees 22 minutes 22 seconds East 74.48 feet; thence North 13 degrees 20 minutes 00 seconds West 195.84 feet; thence North 06 degrees 44 minutes 04 seconds West 111.54 feet; thence North 00 degrees 07 minutes 28 seconds East 285.77 feet; thence North 49 degrees 37

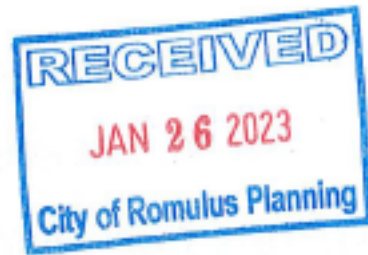
minutes 46 seconds East 80.74 feet; thence North 68 degrees 20 minutes 00 seconds East 120.00 feet; thence North 21 degrees 40 minutes 00 seconds West 120.00 feet; thence along the Southerly right-of-way line of said Swan Lake Drive the following 2 courses North 68 degrees 20 minutes 00 seconds East 16.25 feet and along the arc of a curve to the right, said curve having a radius of 270.00 feet, arc length of 6.76 feet, central angle of 01 degree 26 minutes 03 seconds, a chord bearing of North 69 degrees 03 minutes 01 second East, and a chord length of 6.76 feet; thence South 20 degrees 13 minutes 57 seconds East 120.00 feet; thence North 78 degrees 30 minutes 05 seconds East 46.17 feet; thence North 89 degrees 30 minutes 00 seconds East 132.83 feet; thence South 09 degrees 37 minutes 07 seconds West 245.49 feet; thence South 02 degrees 46 minutes 00 seconds East 215.97 feet; thence South 18 degrees 51 minutes 44 seconds East 127.22 feet; thence South 57 degrees 44 minutes 49 seconds East 127.08 feet; thence North 83 degrees 22 minutes 06 seconds East 127.08 feet; thence North 44 degrees 29 minutes 01 second East 127.08 feet; thence North 05 degrees 35 minutes 56 seconds East 127.08 feet; thence North 31 degrees 31 minutes 25 seconds West 158.37 feet; thence North 09 degrees 43 minutes 27 seconds East 229.42 feet; thence North 01 degree 00 minutes 59 seconds West 69.00 feet; thence North 18 degrees 01 minute 53 seconds West 127.93 feet; thence the following 2 courses along the Southerly right-of-way line of said Swan Lake Drive being along the arc of a curve to the left, said curve having a radius of 330.00 feet, arc length of 89.09 feet, central angle of 15 degrees 28 minutes 07 seconds, a chord bearing of North 64 degrees 14 minutes 04 seconds East, and a chord length of 88.82 feet and North 56 degrees 30 minutes 00 seconds East 34.64 feet; thence South 33 degrees 30 minutes 00 seconds East 120.00 feet; thence North 60 degrees 37 minutes 37 seconds East 49.82 feet; thence North 20 degrees 30 minutes 17 seconds West 120.00 feet; thence along said Southerly right-of-way line of said Swan Lake Drive being along the arc of a curve to the right, said curve having a radius of 260.00 feet, arc length of 37.17 feet, central angle of 08 degrees 11 minutes 32 seconds, a chord bearing of North 73 degrees 35 minutes 28 seconds East, and a chord length of 37.14 feet; thence South 12 degrees 18 minutes 46 seconds East 120.00 feet; thence North 83 degrees 53 minutes 56 seconds East 45.88 feet; thence South 72 degrees 50 minutes 00 seconds East 456.70 feet; thence South 18 degrees 12 minutes 36 seconds East 81.16 feet; thence South 89 degrees 50 minutes 00 seconds East 120.00 feet; thence along the West line of said Swan Lake Drive South 00 degrees 10 minutes 00 seconds West 216.71 feet; thence North 89 degrees 50 minutes 00 seconds West 120.00 feet; thence South 00 degrees 10 minutes 00 seconds West 298.44 feet; thence South 17 degrees 53 minutes 50 seconds West 295.75 feet; thence South 08 degrees 30 minutes 00 seconds West 560.49 feet; thence North 88 degrees 10 minutes 00 seconds West 143.17 feet; thence South 01 degree 50 minutes 00 seconds West 120.00 feet; thence along the Northerly right-of-way line of said Sand Piper Drive the following 2 courses North 88 degrees 10 minutes 00 seconds West 20.07 feet and along the arc of a curve to the left, said curve having a radius of 530.00 feet, arc length of 24.34 feet, central angle of 02 degrees 37 minutes 54 seconds, a chord bearing of North 89 degrees 28 minutes 57 seconds West, and a chord length of 24.34 feet; thence North 00 degrees 47 minutes 54 seconds West 120.00 feet; thence North 89 degrees 43 minutes 46 seconds West 70.64 feet; thence South 76 degrees 07 minutes 39 seconds North 303.27 feet; thence North 81 degrees 30 minutes 00 seconds West 227.41 feet; thence North 08 degrees 30 minutes 00 seconds East 117.36 feet; thence North 22 degrees 09 minutes 39 seconds East 468.09 feet; thence North 08 degrees 31 minutes 38 seconds West 131.31 feet; thence North 48 degrees 36 minutes 20 seconds West 131.31 feet; thence North 88 degrees 41 minutes 02 seconds West 131.31 feet; thence South 51 degrees 14 minutes 16 seconds West 131.31 feet; thence South 11 degrees 09 minutes 33 seconds West 65.65 feet; thence South 03 degrees 56 minutes 04 seconds East 123.78 feet; thence South 21 degrees 02 minutes 43 seconds West 304.13 feet; thence South 08 degrees 30 minutes 00 seconds West 270.34 feet; thence the following 2 courses along the Northerly right-of-way line of said Sand Piper Drive being along the arc of a curve to the right, said curve having a radius of 270.00 feet, arc length of 16.91 feet, central angle of 03 degrees 35 minutes 19 seconds, a chord bearing of North 56 degrees 07 minutes 39 seconds West, and a chord length of 16.91 feet and North 54 degrees 20 minutes 00 seconds West 160.79 feet to said "Point K"; thence South 24 degrees 14 minutes 05 seconds West 61.21 feet to said "Point J"; thence along the Southerly right-of-way line of said Sand Piper Drive South 54 degrees 20 minutes 00 seconds East 20.00 feet; thence South 35 degrees 40 minutes 00 seconds West 120.00 feet; thence South 54 degrees 20 minutes 00 seconds East 194.05 feet; thence South 73 degrees 58 minutes 51 seconds East 151.21 feet; thence South 81 degrees 30 minutes 00 seconds East 306.11 feet; thence North 87 degrees 19 minutes 28 seconds East 144.77 feet; thence North 75 degrees 50 minutes 00 seconds East 241.91 feet; thence North 88 degrees 17 minutes 29 seconds East 53.35 feet; thence North 00 degrees 34 minutes 01 second East 120.00 feet; thence the following 2 courses along the Southerly right-of-way line of said Sand Piper Drive being along the arc of

a curve to the right, said curve having a radius of 470.00 feet, arc length of 10.39 feet, central angle of 01 degree 15 minutes 59 seconds, a chord bearing of South 88 degrees 48 minutes 00 seconds East, and a chord length of 10.37 feet and South 88 degrees 10 minutes 00 seconds East 34.61 feet; thence South 01 degree 50 minutes 00 seconds West 120.00 feet; thence South 87 degrees 21 minutes 07 seconds East 356.83 feet; thence South 83 degrees 20 minutes 00 seconds East 175.25 feet; thence South 68 degrees 29 minutes 33 seconds East 239.78 feet; thence South 78 degrees 37 minutes 24 seconds East 77.93 feet; thence North 07 degrees 08 minutes 47 seconds East 120.00 feet to a point on the South right-of-way line of Sand Piper Drive called "Point L"; thence North 09 degrees 05 minutes 47 seconds East 60.04 feet to a point on the North right-of-way line of Sand Piper Drive called "Point M"; thence North 06 degrees 38 minutes 14 seconds East 120.00 feet; thence North 68 degrees 03 minutes 09 seconds West 257.37 feet; thence North 18 degrees 16 minutes 27 seconds West 18.79 feet; thence North 71 degrees 43 minutes 33 seconds East 68.83 feet; thence North 29 degrees 52 minutes 16 seconds East 137.67 feet; thence North 11 degrees 59 minutes 00 seconds West 137.67 feet; thence North 53 degrees 50 minutes 17 seconds West 137.67 feet; thence South 84 degrees 18 minutes 27 seconds West 129.23 feet; thence North 08 degrees 30 minutes 00 seconds East 85.25 feet; thence North 17 degrees 17 minutes 48 seconds East 369.23 feet; thence North 00 degrees 10 minutes 00 seconds East 632.88 feet; thence North 11 degrees 05 minutes 34 seconds West 79.69 feet; thence North 22 degrees 17 minutes 45 seconds West 79.57 feet; thence North 34 degrees 18 minutes 53 seconds West 79.57 feet; thence North 46 degrees 20 minutes 01 second West 79.57 feet; thence North 55 degrees 22 minutes 12 seconds West 80.11 feet; thence North 72 degrees 50 minutes 00 seconds West 505.52 feet; thence North 86 degrees 41 minutes 52 seconds West 76.55 feet; thence South 85 degrees 35 minutes 40 seconds West 76.23 feet; thence South 09 degrees 22 minutes 32 seconds East 120.00 feet; thence along the North right-of-way line of Swan Lake Drive being along the arc of a curve to the left, said curve having a radius of 320.00 feet, arc length of 19.37 feet, central angle of 03 degrees 28 minutes 07 seconds, a chord bearing of South 78 degrees 53 minutes 25 seconds West, and a chord length of 19.37 feet; thence along the East right-of-way line of Doral Drive (100 feet wide) the following 3 courses North 21 degrees 50 minutes 00 seconds West 63.20 feet and along the arc of a curve to the right, said curve having a radius of 300.00 feet, arc length of 113.73 feet, central angle of 21 degrees 43 minutes 17 seconds, a chord bearing of North 10 degrees 58 minutes 21 seconds West, and a chord length of 113.05 feet and North 00 degrees 06 minutes 43 seconds West 114.25 feet; thence along said South right-of-way line of Van Born Road the following 2 courses North 89 degrees 53 minutes 17 seconds East 237.80 feet to a point on the East line of said Section 4 and North 89 degrees 43 minutes 27 seconds East 1,278.04 feet; thence the following 4 courses along the Westerly right-of-way line of Gateway Drive South 00 degrees 16 minutes 33 seconds East 105.80 feet and along the arc of a curve to the left, said curve having a radius of 198.00 feet, arc length of 102.72 feet, central angle of 29 degrees 43 minutes 27 seconds, a chord bearing of South 15 degrees 08 minutes 16 seconds East, and a chord length of 101.57 feet and South 30 degrees 00 minutes 00 seconds East 209.34 feet and along the arc of a curve to the left, said curve having a radius of 310.00 feet, arc length of 210.93 feet, central angle of 38 degrees 59 minutes 07 seconds, a chord bearing of South 49 degrees 29 minutes 33 seconds East, and a chord length of 206.88 feet; thence South 09 degrees 51 minutes 18 seconds West 189.81 feet; thence South 30 degrees 40 minutes 48 seconds East 130.52 feet; thence South 69 degrees 33 minutes 36 seconds East 127.06 feet; thence North 71 degrees 33 minutes 36 seconds East 142.73 feet; thence South 32 degrees 40 minutes 00 seconds West 138.78 feet; thence South 01 degree 52 minutes 04 seconds West 155.92 feet; thence South 10 degrees 30 minutes 00 seconds East 447.18 feet; thence South 25 degrees 45 minutes 28 seconds East 306.07 feet; thence South 05 degrees 32 minutes 37 seconds West 87.82 feet; thence South 54 degrees 52 minutes 37 seconds West 128.50 feet; thence South 86 degrees 10 minutes 00 seconds West 549.61 feet; thence South 73 degrees 00 minutes 44 seconds West 201.82 feet; thence South 61 degrees 30 minutes 00 seconds West 186.90 feet; thence South 25 degrees 21 minutes 28 seconds East 119.83 feet; thence along the Northerly right-of-way line of Sand Piper Drive being along the arc of a curve to the right, said curve having a radius of 230.00 feet, arc length of 128.44 feet, central angle of 31 degrees 59 minutes 42 seconds, a chord bearing of South 80 degrees 38 minutes 23 seconds West, and a chord length of 126.77 feet to said "Point M"; thence South 09 degrees 05 minutes 47 seconds West 60.04 feet to said "Point L"; thence along the South right-of-way line of Sand Piper Drive being along the arc of a curve to the left, said curve having a radius of 290.00 feet, arc length of 56.53 feet, central angle of 07 degrees 13 minutes 05 seconds, a chord bearing of South 86 degrees 27 minutes 46 seconds East, and a chord length of 36.51 feet; thence the following 3 courses along the West right-of-way line of said Lochmoor Drive South 10 degrees 00 minutes 00 seconds East 58.53 feet and along the arc of a curve to the right, said curve having a radius of 550.00 feet, arc length

of 92.98 feet, central angle of 09 degrees 41 minutes 11 seconds, a chord bearing of South 05 degrees 09 minutes 24 seconds East, and a chord length of 92.87 feet and South 00 degrees 18 minutes 49 seconds East 105.37 feet to the Southwest corner of Lochmoor Boulevard; thence along said North right-of-way line of Beverly Road North 89 degrees 41 minutes 11 seconds East 100.00 feet to the Southeast corner of Lochmoor Boulevard; thence the following 3 courses along the East right-of-way line of said Lochmoor Boulevard North 00 degrees 18 minutes 49 seconds West 105.37 feet and along the arc of a curve to the left, said curve having a radius of 650.00 feet, arc length of 109.89 feet, central angle of 09 degrees 41 minutes 11 seconds, a chord bearing of North 05 degrees 09 minutes 24 seconds West and a chord length of 109.76 feet and North 10 degrees 00 minutes 00 seconds West 58.53 feet; thence along the South right-of-way line of Crystal Lake Drive (60 feet wide) being along the arc of a curve to the left, said curve having a radius of 290.00 feet, arc length of 14.98 feet, central angle of 02 degrees 57 minutes 35 seconds, a chord bearing of North 68 degrees 35 minutes 31 seconds East, and a chord length of 14.98 feet; thence South 22 degrees 53 minutes 17 seconds East 121.97 feet; thence North 63 degrees 45 minutes 36 seconds East 240.98 feet; thence North 76 degrees 22 minutes 12 seconds East 111.64 feet; thence North 86 degrees 10 minutes 00 seconds East 552.13 feet; thence North 63 degrees 15 minutes 13 seconds East 179.59 feet; thence South 61 degrees 20 minutes 00 seconds East 163.51 feet; thence North 86 degrees 59 minutes 12 seconds East 112.56 feet; thence North 48 degrees 06 minutes 24 seconds East 127.06 feet; thence North 09 degrees 13 minutes 36 seconds East 127.06 feet; thence North 29 degrees 39 minutes 12 seconds West 112.56 feet; thence North 61 degrees 20 minutes 00 seconds West 163.51 feet; thence North 06 degrees 22 minutes 11 seconds West 179.25 feet; thence North 27 degrees 13 minutes 02 seconds West 190.43 feet; thence North 19 degrees 17 minutes 34 seconds West 155.62 feet; thence North 79 degrees 30 minutes 00 seconds East 51.77 feet; thence North 47 degrees 49 minutes 12 seconds East 127.06 feet; thence North 08 degrees 56 minutes 24 seconds East 63.53 feet; thence North 17 degrees 12 minutes 35 seconds West 180.96 feet; thence North 70 degrees 01 minute 00 seconds West 141.06 feet; thence North 32 degrees 40 minutes 00 seconds East 181.88 feet; thence North 19 degrees 34 minutes 16 seconds East 158.73 feet; thence North 01 degree 00 minutes 00 seconds East 119.82 feet; thence North 15 degrees 38 minutes 11 seconds West 43.93 feet; thence along said South right-of-way line of Gateway Drive, being along the arc of a curve to the left, said curve having a radius of 480.00 feet, arc length of 15 feet, central angle of 01 degree 47 minutes 27 seconds, a chord bearing of North 73 degrees 28 minutes 05 seconds East, and a chord length of 15.00 feet; thence South 15 degrees 38 minutes 11 seconds East 125.79 feet; thence North 72 degrees 17 minutes 29 seconds East 158.02 feet; thence North 82 degrees 58 minutes 26 seconds East 146.12 feet; thence South 61 degrees 15 minutes 51 seconds East 115.79 feet; thence North 61 degrees 26 minutes 44 seconds East 116.11 feet; thence along the Westerly right-of-way line of said Gateway Drive being along the arc of a curve to the right, said curve having a radius of 250.00 feet, arc length of 60.12 feet, central angle of 13 degrees 46 minutes 44 seconds, a chord bearing of South 23 degrees 02 minutes 52 seconds East, and a chord length of 59.98 feet; thence North 87 degrees 03 minutes 05 seconds West 91.16 feet; thence South 61 degrees 26 minutes 44 seconds West 32.78 feet; thence South 02 degrees 56 minutes 55 seconds West 120.47 feet; thence South 11 degrees 20 minutes 00 seconds West 294.74 feet; thence South 14 degrees 46 minutes 59 seconds West 46.76 feet; thence South 03 degrees 41 minutes 01 second East 132.52 feet; thence South 25 degrees 46 minutes 08 seconds East 31.76 feet; thence South 10 degrees 00 minutes 28 seconds East 142.74 feet; thence South 11 degrees 38 minutes 31 seconds West 115.80 feet; thence South 07 degrees 38 minutes 14 seconds East 42.17 feet; thence along the North and South 1/4 line of said Section 3 South 00 degrees 30 minutes 29 seconds East 169.47 feet; thence North 89 degrees 47 minutes 41 seconds East 312.00 feet; thence North 00 degrees 30 minutes 29 seconds West 183.52 feet; thence North 23 degrees 00 minutes 00 seconds East 111.15 feet; thence along the Southerly right-of-way line of said Gateway Drive South 67 degrees 00 minutes 00 seconds East 51.39 feet; thence South 23 degrees 00 minutes 00 seconds West 125.00 feet; thence South 77 degrees 39 minutes 09 seconds East 157.65 feet; thence North 76 degrees 50 minutes 06 seconds East 159.39 feet; thence North 65 degrees 00 minutes 00 seconds East 242.53 feet; thence North 72 degrees 23 minutes 26 seconds East 167.43 feet; thence North 88 degrees 24 minutes 01 second East 167.66 feet; thence North 84 degrees 30 minutes 00 seconds East 247.38 feet; thence North 86 degrees 14 minutes 25 seconds East 323.96 feet; thence North 81 degrees 00 minutes 00 seconds East 253.33 feet; thence South 86 degrees 17 minutes 28 seconds East 89.14 feet; thence South 68 degrees 30 minutes 00 seconds East 130.05 feet; thence South 80 degrees 48 minutes 22 seconds East 194.04 feet; thence North 07 degrees 16 minutes 23 seconds East 125.10 feet; thence along the South right-of-way line of said Gateway Drive the following 2 courses being along the arc of a curve to the left, said curve having a radius of 740.22 feet, arc length of 20.28 feet,

central angle of 01 degree 34 minutes 11 seconds, a chord bearing of South 88 degrees 49 minutes 17 seconds East, and a chord length of 20.28 feet and South 89 degrees 36 minutes 23 seconds East 47.44 feet; thence along the West right-of-way line of said Merriman Road North 00 degrees 23 minutes 37 seconds East 100.00 feet; thence along the North right-of-way line of said Gateway Drive North 89 degrees 36 minutes 23 seconds West 114.22 feet; thence North 00 degrees 23 minutes 37 seconds East 116.31 feet; thence North 80 degrees 52 minutes 32 seconds West 134.85 feet; thence North 32 degrees 29 minutes 32 seconds West 546.77 feet; thence South 81 degrees 00 minutes 00 seconds West 129.52 feet; thence North 35 degrees 50 minutes 00 seconds West 333.73 feet; thence North 48 degrees 47 minutes 59 seconds West 160.77 feet; thence North 77 degrees 21 minutes 00 seconds West 161.64 feet; thence South 81 degrees 50 minutes 00 seconds West 507.25 feet; thence South 66 degrees 40 minutes 06 seconds West 160.94 feet; thence South 39 degrees 51 minutes 32 seconds West 162.41 feet; thence South 14 degrees 10 minutes 30 seconds West 161.49 feet; thence South 05 degrees 40 minutes 00 seconds East 591.61 feet; thence South 65 degrees 00 minutes 00 seconds West 118.47 feet; thence North 76 degrees 09 minutes 01 second West 90.68 feet; thence South 23 degrees 00 minutes 00 seconds West 120.00 feet; thence along the Northerly right-of-way line of said Gateway Drive North 67 degrees 00 minutes 00 seconds West 31.13 feet; thence North 23 degrees 00 minutes 00 seconds East 128.27 feet; thence North 61 degrees 42 minutes 50 seconds West 136.98 feet; thence North 01 degree 51 minutes 55 seconds West 103.51 feet; thence North 11 degrees 38 minutes 03 seconds East 338.92 feet; thence North 01 degree 03 minutes 27 seconds West 129.36 feet; thence North 16 degrees 49 minutes 51 seconds West 48.46 feet; thence South 73 degrees 07 minutes 09 seconds West 125.42 feet; thence along the Easterly right-of-way line of said Gateway Drive along the arc of a curve to the left, said curve having a radius of 310.00 feet, arc length of 15.00 feet, central angle of 02 degrees 46 minutes 21 seconds, a chord bearing of North 16 degrees 52 minutes 51 seconds West, and a chord length of 15.00 feet; thence North 73 degrees 07 minutes 08 seconds East 125.43 feet; thence North 16 degrees 49 minutes 51 seconds West 47.70 feet; thence North 32 degrees 36 minutes 16 seconds West 160.78 feet; thence North 57 degrees 31 minutes 46 seconds West 191.72 feet; thence North 82 degrees 25 minutes 12 seconds West 167.92 feet; thence South 82 degrees 05 minutes 52 seconds West 188.66 feet; thence South 72 degrees 12 minutes 05 seconds West 163.21 feet; thence South 18 degrees 40 minutes 00 seconds East 127.12 feet; thence along the North right-of-way line of said Gateway Drive the following 2 courses South 71 degrees 19 minutes 59 seconds West 10.38 feet and along the arc of a curve to the right, said curve having a radius of 420.00 feet, arc length of 6.47 feet, central angle of 000 degrees 52 minutes 58 seconds, a chord bearing of South 71 degrees 46 minutes 29 seconds West, and a chord length of 6.47 feet; thence North 17 degrees 47 minutes 02 seconds West 120.00 feet; thence South 73 degrees 19 minutes 05 seconds West 52.61 feet; thence North 89 degrees 00 minutes 00 seconds West 521.19 feet; thence South 18 degrees 46 minutes 20 seconds West 113.49 feet; thence the following 4 courses along the Easterly right-of-way line of said Gateway Drive being along the arc of a curve to the right, said curve having a radius of 250.00 feet, arc length of 179.89 feet, central angle of 41 degrees 13 minutes 40 seconds, a chord bearing of North 50 degrees 36 minutes 50 seconds West, and a chord length of 176.03 feet and North 30 degrees 00 minutes 00 seconds West 58.81 feet and along the arc of a curve to the right, said curve having a radius of 402.00 feet, arc length of 208.55 feet, central angle of 29 degrees 43 minutes 27 seconds, a chord bearing of North 15 degrees 08 minutes 16 seconds West, and a chord length of 206.22 feet and North 00 degrees 16 minutes 33 seconds West 105.80 feet; thence along said South right-of-way line of Van Born Road North 89 degrees 43 minutes 27 seconds East 1,251.96 feet to the point of beginning.





MASTER DEED

The Bluffs at Gateway CONDOMINIUM

THIS MASTER DEED is made and executed on this 24th day of November, 2021 by Infinity-Gateway, LLC hereinafter referred to as the "Developer," the mailing address of which is 42400 Grand River Avenue, Suite 112, Novi, Michigan 48375 in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act."

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

NOW, THEREFORE, the Developer does, upon the recording hereof, establish The Bluffs at Gateway Condominium as a Condominium Project under the Act and does declare that The Bluffs at Gateway Condominium shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Master Deed, the Bylaws, and the Condominium Subdivision Plan, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer and any persons acquiring or owning an interest in the Condominium Premises and their respective successors and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

ARTICLE I TITLE AND NATURE

The Condominium Project shall be known as The Bluffs at Gateway Condominium, Wayne County Condominium Subdivision Plan No 9 as recorded in Liber 65 of plats, page 82, Wayne County Records. The Project consists of one (1) building with six (6) Condominium Units, three (3) buildings with five (5) Units in each building, six (6) buildings with four (4) Units in each building, three (3) buildings with three (3) Units in each building for a total of Fifty-four (53) Units as shown on the Condominium Subdivision Plan. The engineering and architectural plans for the Project were approved by, and are on file with the City of Romulus. The Condominium Project is established in accordance with the Michigan Condominium Act. The buildings contained in the Condominium, including the number, boundaries, dimensions, and area of each Unit therein, are set forth completely in the Condominium Subdivision Plan. Each building contains individual Units for residential purposes and each Unit is capable of individual

utilization on account of having its own entrance from and exit to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project.

ARTICLE II LEGAL DESCRIPTION

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

LOTS 220, 221 & 222 OF THE FAIRWAYS AT GATEWAY SUB. NO. 3 AS RECORDED IN LIBER 119 OF PLATS, PAGES 37-43 INCLUSIVE.
CONTAINING 6.18 ACRES.

Subject to all easements and restrictions of record and all governmental limitations.

ARTICLE III DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits "A" and "B" hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of the The Bluffs at Gateway Condominium Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements, and other instruments affecting the establishment of, or transfer of, interests in The Bluffs at Gateway Condominium as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

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

Section 2. Association. "Association" means The Bluffs at Gateway Condominium Association, which is the non-profit corporation organized under Michigan law of which all Co-owners shall be members, and which corporation shall administer, operate, manage, and maintain the Condominium.

Section 3. Board of Directors or Board. "Board of Directors" or "Board" means the Board of Directors of The Bluffs at Gateway Condominium Association, a Michigan non-profit corporation organized to administer, operate, manage, and maintain the Condominium.

Section 4. Condominium Bylaws or Bylaws. "Condominium Bylaws" or "Bylaws" means Exhibit "A" hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(8) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the The Bluffs at Gateway Condominium Association as provided for under the Michigan Nonprofit Corporation Act.

Section 5. THIS SECTION LEFT INTENTIONALLY BLANK

Section 6. Common Elements. "Common Elements," where used without modification, means both the General and Limited Common Elements described in Article IV hereof, other than the Condominium Units.

Section 7. Community Association. "Community Association" or "The Bluffs at Gateway Condominium Association" refers to an association comprised of representatives of the Condominium Association of The Bluffs at Gateway Condominium.

Section 8. Condominium Documents. "Condominium Documents" means and includes this Master Deed, recorded pursuant to the Michigan Condominium Act, Exhibits "A" and "B" hereto, the The Bluffs at Gateway Condominium Association Articles of Incorporation and rules and regulations, if any, of the Association, as all of the same may be amended from time to time, and any other instrument referred to in the Master Deed or Bylaws which affects the rights and obligations of Co-owners in the Condominium.

Section 9. Condominium Premises. "Condominium Premises" means and includes the land described in Article II above, all improvements, and structures thereon, and all easements, rights, and appurtenances belonging to The Bluffs at Gateway Condominium as described above.

Section 10. Condominium Project, Condominium or Project. "Condominium Project," "Condominium," or "Project" each mean The Bluffs at Gateway Condominium as a Condominium Project established in conformity with the Michigan Condominium Act.

Section 11. Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit "B" hereto. The Condominium Subdivision Plan assigns a number to each Condominium Unit and includes a description of the location and approximate size of the Unit and certain Common Elements.

Section 12. Consolidating Master Deed. "Consolidating Master Deed" means the final amended Master Deed that shall describe The Bluffs at Gateway Condominium as a completed Condominium Project and shall reflect the entire land area in the Condominium Project resulting from parcels that may have been added to and/or withdrawn from the Condominium from time to time, and all Units and Common Elements therein, as constructed, and which shall express percentages of value pertinent to each Unit as finally readjusted. Such Consolidating Master Deed, shall be recorded in the office of the Wayne County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto. In the event the Units and Common Elements in the Condominium are constructed in substantial conformance with the proposed Condominium Subdivision Plan attached as Exhibit "B" to the Master Deed, the Developer may satisfy the foregoing obligation by filing a certificate in the office of the Wayne County Register of Deeds confirming that the Units and

Common Elements "as built" are in substantial conformity with the proposed Condominium Subdivision Plan and that no Consolidating Master Deed need be recorded.

Section 13. Construction and Sales Period. "Construction and Sales Period," for the purposes of the Condominium Documents and the rights reserved to the Developer thereunder, shall be deemed to commence on the date that this Master Deed is recorded with the Wayne County Register of Deeds and continuing as long as the Developer owns any Unit in the Project which it offers for sale.

Section 14. Co-owner or Owner. "Co-owner" means a person, firm, corporation, partnership, association, trust, or other legal entity or any combination of those entities, who owns one or more Condominium Units in the Condominium Project. The term "Owner," wherever used, shall be synonymous with the term "Co-owner." "Co-owner" includes land contract vendees and land contract vendors, who are considered jointly and severally liable under the Condominium Act and the Condominium Documents, except as the recorded Condominium Documents provide otherwise.

Section 15. Developer. "Developer" means Infinity- Gateway, LLC, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however, and wherever such term is used in the Condominium Documents.

Section 16. Expense Sharing Agreement. Infinity- Gateway, LLC and The Bluffs at Gateway Condominium Association may enter into one or more agreements for (i) the sharing of costs of maintenance, repair, upkeep, and replacement of improvements, landscaping, and decorations of the Common Elements including entryway monument(s) and roadways (ii) the sharing of costs of maintenance, repair, upkeep and replacement of the storm water detention and retention areas and easements serving the The Bluffs at Gateway Condominium by the Co-owners thereof.

Section 17. First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-developer Co-owners are permitted to vote for the election of all Directors and upon all other matters that properly may be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after 50% of the Units that may be created are sold, or (b) mandatorily within (i) 54 months from the date of the first Unit conveyance, or (ii) 120 days after 75% of all Units that may be created are conveyed, whichever first occurs.

Section 18. General Common Elements. "General Common Elements" means the Common Elements other than the Limited Common Elements.

Section 19. Limited Common Elements. "Limited Common Elements" means a portion of the Common Elements reserved in the Master Deed for the exclusive use of less than all of the Co-owners.

Section 20. Person. "Person" means an individual, firm, corporation, limited liability company, partnership, association, trust, the state or an agency of the state, or other legal entity, or any combination thereof.

Section 21. City. "City" means the City of Romulus.

Section 22. City Approval. "City approval" means the City of Romulus Board approval.

Section 23. Transitional Control Date. "Transitional Control Date" means the date on which a Board of Directors of the The Bluffs at Gateway Condominium Association takes office pursuant to an election in which the votes that may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes that may be cast by the Developer.

Section 24. Unit or Condominium Unit. "Unit" or "Condominium Unit" each mean the enclosed space constituting a single complete residential Unit in The Bluffs at Gateway Condominium, as such space may be described in the Condominium Subdivision Plan, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

Section 25. Gender Terms. Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference to the plural shall also be included where the same would be appropriate and vice versa.

Section 26. Miscellaneous. Other terms that may be utilized in the Condominium Documents and which are not defined in this Article shall have the meanings provided in the Act.

ARTICLE IV COMMON ELEMENTS

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

Section 1. General Common Elements. The General Common Elements are:

(a) **Land.** The land and beneficial easements described in Article II hereof, including the common driveways, roads, parking spaces, mailbox cluster structures, condominium entryway and signage, sidewalks, detention ponds, and perimeter fences, if any, located thereon not identified as Limited Common Elements. Nothing herein shall obligate the Developer to construct any amenity herein described except as shown on the Condominium Subdivision Plan as "must be built."

(b) **Roads.** All roads and shared drives designated on the Condominium Subdivision Plan within the Condominium that provide internal traffic circulation for the Condominium are publicly owned. All roads contained within such description shall be constructed according to the City of Romulus road standards and it is the intent by recording this Mater Deed to dedicate the public any portion of the roadways of drives within the project .

(c) **Common Lighting.** The exterior common lighting system located throughout the Project, including all electrical transmission lines, lighting fixtures on the exterior of each building, street lights, pole lighting, and related equipment.

(d) **Easements.** All easements, if any, which benefit the Condominium Project as a whole.

(e) **Electrical.** The electrical transmission system located throughout the Project, up to the point of connection for individual Unit service, but not including, the electric meter for each Unit.

(f) **THIS SPACE LEFT INTENTIONALLY BLANK**

(g) **Monuments and Signs.** The entryway monuments and signs wherever located, if any.

(h) **Gas.** The gas distribution system located throughout the Project, except to the extent owned by the local public authority or private utility, up to the point of connection for individual Unit service, but not including, the gas meter for each Unit.

(i) **Water.** The water distribution system which shall be built according to standards of the City of Romulus, located throughout the Project up to the point of entry to each Unit, and the sprinkling/irrigation system, its fixtures, connections, and controls located on the General Common Element Areas to the extent any are installed. Only the water system in the road right of way and will be owned by the City of Romulus. The remainder of the water system, including service lines to units are owned by the Association.

(j) **Sanitary Sewer.** The sanitary sewer system located throughout the Project, except to the extent located in the road right of way which is owned by the City of Romulus, up to the point of connection for individual unit service which shall be owned by the Association.

(k) **Storm Sewer.** The storm sewer system located throughout the Project and all equipment related thereto, shall be owned by the Association

(l) **Storm Water Detention/Retention Areas.** The storm water detention and retention areas and easements, if any, designated on the Condominium Subdivision Plan which are owned by the Association.

(m) **Telecommunications.** The telecommunication system located throughout the Project, if and when it may be installed, up to, but not including, connections to provide service to individual Units.

(n) **Construction.** Foundations, supporting columns, Unit perimeter walls (but not including windows and doors therein), roofs, ceilings, and floor construction between Unit levels.

(o) **Other.** Such other elements of the Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which

are intended for common use or are necessary to the existence, upkeep, and safety of the Project. If any meter, appliance, or fixture services a Unit other than the Unit that it is located within, then such meter, appliance, or fixture shall be a General Common Element.

Some or all of the utility lines, systems (including mains and service leads), and equipment described above may be owned by the local public unit of government or authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems, and equipment shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and the Developer makes no warranty whatever with respect to the nature or extent of such interest, if any.

Section 2. Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the Owner of the Unit to which the Limited Common Elements are appurtenant. The Limited Common Elements are:

(a) **Porches.** Each individual Unit porch is restricted in use to the Co-owner of the Unit served thereby as shown on Exhibit "B" hereto.

(b) **Balconies or Decks.** Each balcony or deck is restricted in use to the Co-owner of the Unit to which it is adjacent.

(c) **Air Conditioning Units.** Each individual air conditioner compressor, its pad, and other equipment and accessories related thereto together with the ground surface immediately below the pad, are restricted in use to the Co-owner of the Unit that such air conditioner unit services.

(d) **Windows, Screens, and Doors.** The windows, screens, and doors in the Project are restricted in use to the Unit to which such windows, screens, and doors are appurtenant.

(e) **Garages, Garage Doors and Openers.** The garage, garage door, and its hardware, including the electric garage door opener if any (openers are not standard equipment), shall be limited in use to the Unit that it services.

(f) **Driveway.** Each driveway and sidewalk immediately appurtenant to a Unit, if any, is restricted in use to the Unit served thereby as depicted on Exhibit "B".

(g) **Interior Walls, Ceilings, and Floors.** Interior walls, ceilings, and floors between Unit levels are limited in use to the Co-Owner of the Unit in which they are contained, except that there shall exist an easement through each of the foregoing for utilities or support necessary to other Units or Common Elements.

(h) **Interior Surfaces.** The interior surfaces of the Unit and including the garage perimeter walls, ceiling, and floor shall be subject to the exclusive use and enjoyment of the Co-owner of such Unit.

(i) **Exterior Lighting.** The exterior front and rear coach and garage lights controlled by the individual Units are limited to the use of the Unit that they serve.

(j) **Fireplaces.** The gas fireplace located in a Unit, if any, the flue, fireplace combustion chamber, and vent shall be limited in use to the Unit served thereby.

(k) Utility Meters. Utility meters (gas and electric) are limited to the Unit served thereby.

(l) Utility Meter Areas. Utility meter areas/rooms located throughout the project, if any, as depicted on Exhibit "B" attached hereto.

(m) Electric and Gas. The electric and gas systems from the point of the meter into and throughout the Unit which they serve.

(n) Heating and Cooling. Each heating and cooling system including, without limitation, all related equipment and ductwork throughout the Unit shall be limited to the Unit served thereby.

(o) Mailboxes. Individual mailboxes within the cluster boxes are limited to the Unit to which they are assigned.

Section 3. Responsibilities. The respective responsibilities for the maintenance, decoration, repair, removal, and replacement of the Common Elements are as follows:

(a) General Common Elements. The costs of maintenance, decoration, repair, removal, and replacement of all General Common Elements shall be borne by the The Bluffs at Gateway Condominium Association.

(b) Limited Common Elements. The cost of maintenance, decoration, repair, and replacement of all Limited Common Elements shall be borne by the Co-Owner of the Unit including but not limited to the following:

(i) Porches, Balconies, Decks, Windows, Screens and Doors. The cost of maintenance, repair and replacement of all porches, balconies, decks, windows, screens, and doors (including garage doors) referred to in Section 2 of this Article shall be borne by each Unit Co-owner to which they are appurtenant. The uniform appearance of all porches, balconies, decks, windows, screens, and doors (including garage doors) shall be maintained at all times in accordance with the Bylaws attached hereto and no changes in design, material or color may be made without the express written approval of the The Bluffs at Gateway Condominium Association (and the Developer during the Construction and Sales Period).

(ii) Heating and Cooling Systems. The cost of maintenance, repair, removal, and replacement of each heating and cooling system shall be borne by the Co-owner of the Unit to which such heating and cooling system is appurtenant.

(iii) Air Conditioner. The cost of maintenance, repair, removal, and replacement of each air conditioner compressor referenced in Section 2 above, including its compressor, pad and other equipment and accessories related thereto, shall be borne by the Co-owner of the Unit to which such air conditioner is appurtenant.

(iv) Fireplaces. The costs of maintenance, repair, removal, and replacement of the gas fireplace located with a Unit, if any, the flue and the fireplace combustion chamber, and the vent shall be borne by the Co-owner of such Unit. Any maintenance, repair, removal, or replacement to said flue must receive the prior written approval of the The Bluffs at Gateway Condominium Association to ensure the safety of the structures and residents of the Condominium.

(v) Garage Doors and Openers. The costs of maintenance, repair, removal, and replacement of each garage door and optional electric garage door opener referred to in Section 2 of this Article shall be borne by the Co-owner of the Unit to which they are appurtenant. Any maintenance (including painting), repair, removal, and/or replacement of the garage doors that creates a change in the exterior appearance of same shall be subject to the prior express written approval of The Bluffs at Gateway Condominium Association (and the Developer during the Construction and Sales Period).

(vi) Interior Surfaces. The costs of decoration, maintenance, repair, and replacement of all interior Unit surfaces shall be borne by the Co-owner of each Unit to which such Limited Common Elements are appurtenant.

(vii) Exterior Lights. The responsibility for and costs of maintenance, repair, removal and replacement of exterior lights adjacent to each Unit entry, controlled within the Unit, shall be borne by the Co-owner of the Unit served thereby. Co-owners shall not tamper with the photocell operation of any exterior lights and Co-owners shall promptly replace burned out bulbs to maintain the Project lighting. If a Co-owner adds lighting to his or her, balcony or porch (with the written permission of The Bluffs at Gateway Condominium Association), the Co-owner shall be responsible for maintenance, repair, and replacement thereof. Replacement of the exterior coach light fixtures (not including lighting added by a Co-owner) shall be the responsibility of The Bluffs at Gateway Condominium Association. Exterior lighting fixtures shall shield the light in a downward direction.

(viii) Utility Meters. Co-owners shall be responsible for the maintenance of the utility meters that serve their respective Units, except that water meters shall be repaired, replaced, and maintained by the City of Romulus water and sewer division.

(ix) Water, Electric, and Gas Systems. The Bluffs at Gateway Condominium Association shall be responsible for the maintenance, repair and replacement of the water, electric and gas systems from the curb stop to the point of connection with the meter. Co-owners shall be responsible for the maintenance, repair, and replacement of the electric, and gas systems from the point of connection to the meter, into and throughout their respective Units. Co-owners shall be responsible for the maintenance, repair, and replacement of the potable water system from the point of entry into and throughout their respective Units.

(c) Utility Systems. Some or all of the utility lines, systems (including mains and service leads), and equipment and any telecommunication systems described above may be owned by the local public unit of government or authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment, and any telecommunications shall be General Common

Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatever with respect to the nature or extent of such interest, if any. The extent of the Developer's responsibility will be to see to it that telephone, water, electric, and natural gas mains are existing and available to service the Units. Utilities, except water, shall be metered to each Unit for payment by the Co-owner thereof. Water shall be metered to each building, and payment shall be made by The Bluffs at Gateway Condominium Association as an expense of administration.

(d) Retention Basin System and Storm Water Drainage System. The costs of maintenance, repair, and replacement of any retention basin system and/or storm water drainage system shall be a shared expense between the users benefited by such system as established by a Retention Basin Expense Sharing Agreement. The retention basin system and storm water drainage systems as shown on the Condominium Subdivision Plan will be maintained, replaced, and repaired, as necessary pursuant to the Retention Basin Expense Sharing Agreement. In the event the responsible persons fail to provide adequate maintenance, repair, or replacement of the retention basin system or the storm water drainage system, the City of Romulus may serve written notice of such failure upon The Bluffs at Gateway Condominium Association. Such written notice shall contain a demand that the deficiencies of maintenance, repair, or replacement be cured within a stated reasonable time period. If such deficiencies are not cured, the City may undertake such maintenance, repair, or replacement and the cost thereof, plus a 25% administrative fee may be assessed against the Co-owners and collected as a special assessment on the next annual City of Romulus tax roll.

(e) Failure of Co-owner to Perform Maintenance Responsibilities. In the event a Co-owner fails to maintain, decorate, repair, or replace any items for which he is responsible, The Bluffs at Gateway Condominium Association (and/or the Developer during the Construction and Sales Period) shall have the right, but not the obligation, to take whatever action or actions it deems desirable to so maintain, decorate, repair, remove, and replace any of such Limited Common Elements, all at the expense of the Co-owner of the Unit. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at a future time. All costs incurred by the Association or the Developer in performing any responsibilities under this Article which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his monthly assessment next falling due; further, the lien for nonpayment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

(f) Use of Units and Common Elements. No Co-owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner that will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements. No Limited Common Element, if created, may be modified or its use enlarged or diminished by The Bluffs at Gateway Condominium Association without the written consent of the Co-owner to which Unit the same is appurtenant and without the prior consent of the City.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Description of Units. This condominium consists of 53 units, numbered 1 through 53 inclusive. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of The Bluffs at Gateway Condominium as prepared by Arpee/Donnan, Inc., 32233 Schoolcraft Road, Suite 103, Livonia, MI 48150. Each Unit shall include all that space contained within the interior finished unpainted walls and ceilings and from the finished subfloor, all as shown on the floor plans and sections in the Condominium Subdivision Plan and delineated with heavy outlines. The dimensions shown on foundation plans in the Condominium Subdivision Plan have been or will be physically measured by Arpee/Donnan, Inc. In the event that the dimensions on the measured foundation plan of any specific Unit differ from the dimensions on the typical foundation plan for such Unit shown in the Condominium Subdivision Plan, then the typical upper-floor plans for such Unit shall be deemed to be automatically changed for such specific Unit in the same manner and to the same extent as the measured foundation plan.

Section 2. Percentage of Value. The percentage of value assigned to each Unit shall be equal. The determination that percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the Project and concluding that there are not material differences among the Units insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and the expenses of administration and the value of such Co-owner's vote at meetings of The Bluffs at Gateway Condominium Association. The total value of the Project is 100%.

ARTICLE VI

CONSOLIDATION AND OTHER MODIFICATIONS OF UNITS

Notwithstanding any other provision of the Master Deed or the Bylaws, Units in the Condominium may be consolidated, modified, and the boundaries relocated, in accordance with Section 48 of the Act, any applicable local ordinances and regulations, and this Article; such changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed. No such changes shall be made, however, without the approval of the City of Romulus. Subject to the approval of the City of Romulus, Developer reserves the right during the Construction and Sales Period, without the consent of any other Co-owner or any mortgagee of any Unit to do the following: realign, subdivide, or alter any Unit that it owns or any Unit(s) for which the Co-owners have given consent, consolidate under single ownership two or more Units that are located adjacent to one another, and relocate any boundaries between adjoining Units, construct and deconstruct walls, floors, ceilings, utility conduits and connections and any other improvement reasonably necessary to effect the subdivision, provided such construction does not adversely affect the structural integrity of the building, nor disturb any utility connections serving Units other than temporarily. Such realignment of Units, consolidation of Units, and relocation of boundaries of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law and approved by the City, which amendment or amendments shall be prepared by the Developer, its successors or assigns. The Co-owner requesting such consolidation shall bear all costs of such amendment.

ARTICLE VII CONTRACTION OF CONDOMINIUM

Section 1. Right to Contract. As of the date this Master Deed is recorded, the Developer intends to establish a Condominium Project consisting of 53 residential Condominium Units on the land described in Article II hereof all as shown on the Condominium Subdivision Plan attached as Exhibit "B". Developer reserves the right, however, to establish a Condominium Project consisting of fewer Units and to withdraw from the project all or some portion(s) of the land described in Article II and any land added to the Condominium Project pursuant to Article VII (hereinafter referred to as the "Contractible Area").

Section 2. Withdrawal of Land. In connection with such contraction, the Developer unconditionally reserves the right to withdraw from the Condominium Project such portions or portions of the land described in Article II as is not reasonably necessary to provide access to or otherwise serve the Units included in the Condominium Project as so contracted, subject to the approval of the City. Developer reserves the right to use the portion of the land so withdrawn to establish a separate condominium project (or projects) or any other form of development as may be approved by the City. Developer further reserves the right, subsequent to such withdrawal but prior to six years from the date of recording this Master Deed, however subject to City approval, to expand the Project as so reduced to include all or any portion of the land so withdrawn.

Section 3. Contraction Not Mandatory. There is no obligation on the part of the Developer to withdraw from the Condominium all or any portion of the Contractible Area described in this Article, nor

is there any obligation to withdraw portions thereof in any particular order. Further, portions of the land may be withdrawn from the condominium project at different times.

Section 4. Reservation of Rights Under Section 67. The Developer further reserves all contraction rights provided under Section 67 of the Act, as amended by the Public Act 379 of 2000, subject to the approval of the City Board of Trustees.

Section 5. City Approval. Any contraction of the Condominium Project under this Article VII is subject to the approval of the City Board of Trustees.

ARTICLE VIII CONVERTIBLE AREAS

Section 1. Developer's Rights regarding Convertible Areas. The Developer intends to construct the Units in the Condominium as indicated on the Condominium Subdivision Plan (Exhibit "B"). The Developer reserves the right, subject to City approval, during a period ending six years from the date of recording of this Master Deed to convert, modify the size, location, design or elevation of Units and/or General or Limited Common Elements appurtenant or geographically proximate to such Units within the areas immediately adjacent to the Units and or immediately adjacent to the Limited Common Elements as need arises in order to make reasonable changes to Unit types and sizes, to increase and decrease the immediately adjacent common areas, or to create additional Limited Common Elements, so long as such modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute or amenity of any Unit which adjoins or is proximate to the modified Unit or Common Element.

ARTICLE IX OPERATIVE PROVISIONS

The provisions as set forth below shall govern any consolidation, contraction, or conversion in the Project pursuant to Articles VI, VII or VIII above.

Section 1. Amendment of Master Deed and Modification of Percentages of Value. Such expansion, consolidation, contraction, or conversion of the Condominium Project shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted when applicable in order to preserve a total value of 100% for the entire Project resulting from such amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of the Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project.

Section 2. Redefinition of Common Elements. Such amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe, serve, and provide access to the additional parcel or parcels being added to (or withdrawn from) the Project by such amendments. In connection with any such amendments, the Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, subject to City approval, including, but not limited to, the connection of roadways and sidewalks in the Project to any

roadways and sidewalks that may be located on, or planned for the area of future development or the contractible area, as the case may be, and to provide access to any Unit that is located on, or planned for the area of future development or the contractible area from the roadways and sidewalks located in the Project.

Section 3. Consolidating Master Deed. A Consolidating Master Deed showing the Condominium as built shall be recorded pursuant to the Act after completion of construction in order to consolidate all phases or amendments of the Project, if any, as determined by the Developer. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto. A time stamped copy of the Consolidating Master Deed shall be supplied to the City at the time of recording.

Section 4. Consent of the City and other Interested Persons. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be proposed by the Developer to effectuate the purposes of Articles VI, VII or VIII above and to any proportionate reallocation of percentages of value of existing Units which the Developer may determine necessary in conjunction with such amendments except where such amendment or reallocation specifically requires the consent of such interested person as provided in this Master Deed. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be affected without the necessity of re-recording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. All subdivision, conversion, consolidation and other material modifications of Units, made pursuant to Articles VI, VII, and VIII above shall be subject to prior approval of the City.

Section 5. Expiration of Rights. Notwithstanding anything herein to the contrary, if the Developer has not completed the development and construction of the Condominium Units (exclusive of residential structures) in the entire Project, including proposed improvements whether identified as "Must be Built" or "Need not be Built" during a period ending 10 years from the date of commencement or construction by the Developer of the Project, the Developer, its successors, or assigns have the right to withdraw from the Project all undeveloped portions of the Project without the prior consent of any Co-owners, mortgagees or Units in the Project, or any other party having an interest in the Project, however, subject to City approval. If the Developer has exercised any of its rights contained in the Master Deed permitting the expansion, contraction or rights of convertibility of Units or Common Elements, then the time period is 6 years from the date the Developer exercised its rights with respect to the expansion, contraction, or right of convertibility, whichever right was exercised last. The undeveloped portion 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. If the Developer does not withdraw the undeveloped portions of the Project from the Project before the expiration of the time periods, such lands shall remain part of the Project as General Common Elements and all rights to construct Units upon that land shall cease. In such an event, if it becomes necessary to adjust percentages of value as a result of fewer Units existing, a Co-owner or The Bluffs at Gateway Condominium Association may bring an action to require revisions to the Percentages of Value.

ARTICLE X EASEMENTS

Section 1. Easement for Maintenance of Encroachments and Utilities. In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling, or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings, improvements, and walls (including interior Unit walls) contained therein for the continuing maintenance and repair of all utilities in the Condominium. There shall exist easements of support with respect to any Unit interior wall that supports a Common Element. This Section shall not allow or permit any encroachment upon, or an easement for an encroachment upon, Units described in this Master Deed being comprised of land and/or airspace above and/or below said land, without the consent of the Co-owner of the Unit to be burdened by the encroachment or easement.

Section 2. Easements Retained by Developer.

(a) Ingress and Egress. The Developer hereby reserves permanent nonexclusive easements for ingress and egress over the roads, driveways, and walks, if any, in the Condominium and permanent easements to use, tap into, enlarge or extend all roads, walks, and utility lines in the Condominium, including without limitation, all communications, potable water, gas, electric, storm water and sanitary sewer lines, and any pumps, sprinklers or water retention and detention areas, all of which easement shall be for the benefit of any other land adjoining the Condominium if now owned or hereafter acquired by Developer or its successors. This easement shall run with the land in perpetuity. The Developer has no financial obligation to support such easements.

(b) Roadway Easements. Prior to acceptance of the roadway by the City of Romulus, the Developer reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article II or any portion or portions thereof, an easement for the unrestricted use of all roads and walkways in the Condominium for the purpose of ingress and egress to and from all or any portion of the parcel described in Article II.

(c) Utility Easements. The Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article II or any portion or portions thereof, perpetual easements to utilize, tap, tie into, extend, and enlarge all utility mains located in the Condominium, including, but not limited to, water, gas, storm, and sanitary sewer mains, which are owned by the Association. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends, or enlarges any utilities located in the Condominium, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying-in, extension, or enlargement. All expenses of maintenance, repair, and replacement of any utility mains referred to in this Section shall be shared by this Condominium and any developed portions of the land described in Article II that are served by such mains.

(d) Granting Utility Rights to Agencies. The Developer reserves the right at any time during the Construction and Sales Period to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to

transfer title of utilities to governmental agencies or to utility companies. Any such easement or transfer of title may be conveyed by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit "B" hereto, recorded in the Wayne County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be required to effectuate the foregoing grant of easement or transfer of title.

(e) Construction and Sales Period. The Developer shall have the right, during the Construction and Sales Period, to maintain a sales office, a business office, a construction office, model Units, storage areas, and parking incidental to the foregoing and such access to, from and over the Project as may be reasonable to enable the Construction and Sale of the entire Project. Developer shall restore the areas utilized by Developer to habitable status upon its termination of use. During the Construction and Sales Period, the Developer may invite the general public, and/or government officials and entities, and/or the media to enter upon the Condominium for purposes of sales and marketing events of the Developer and of the Project. During the Construction and Sales Period, and twenty years thereafter, the Developer reserves a non-exclusive unrestricted right to the use of the "The Bluffs at Gateway Condominium" name and/or other identifying phrases, marks, logos, photographs, drawings, designs, plans, signage, and marketing and promotional materials associated with the Project and may use them for all legal purposes. The Developer may assign the easements and rights contained in this paragraph without notice or consent of the Co-owners. In addition, prior to commencement of construction the Developer shall obtain a land use permit and pay such permit fees as are required.

Section 3. Grant of Easements by Association. The Bluffs at Gateway Condominium Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry, and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes, or other lawful purposes as may be necessary for the benefit of the Condominium or for the benefit of any other land; subject, however, to the approval of the Developer during the Construction and Sales Period.

Section 4. Easements for Maintenance, Repair, and Replacement. The Developer The Bluffs at Gateway Condominium Association, the City of Romulus, and all public or private utility companies shall have such easements over, under, across, and through the Condominium Premises, including all Units and Common Elements as may be necessary to develop, construct, market, and operate any Units within the land described in Article II hereof, and also to fulfill any responsibilities of maintenance, repair, decoration, or replacement which they or any of them are required or permitted to perform under the Condominium Documents or by law. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls and valves, and other Common Elements located within any Unit or its appurtenant Limited Common Elements. The Association, the Wayne County Road Commission, the Michigan Department of Natural Resources, and the City of Romulus and their respective contractors, employees, agents and assigns are hereby granted a permanent and irrevocable easement to enter onto the General Common Elements and onto each Unit serviced by roads, storm water detention areas and storm water filtration facilities, and onto the Limited Common Elements appurtenant to those Units for the purpose of and/or replacing the roads, storm water detention areas and storm water filtration facilities or any portion thereof. The area of the Condominium Premises that contains any part of the roads, storm

water detention areas and storm water filtration facilities shall be maintained in a manner so as to be accessible at all times and shall contain no structures or landscaping features that would unreasonably interfere with such access. This easement shall not be modified, amended or terminated without the consent of the City of Romulus.

Section 5. Telecommunications Agreements. The Bluffs at Gateway Condominium Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Construction and Sales Period, shall have the power to grant such easements, licenses, and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as maybe necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna, and similar services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state, or local law or ordinance. Except to the extent paid to the City, any and all sums paid by any telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

Section 6. Emergency Access Easement. There shall exist for the benefit of all Co-owners, their guests and invitees, the City, and any and all emergency vehicles, an ingress and egress easement over the roads in the Condominium as depicted on the Condominium Subdivision Plan. This easement shall not obligate the City or the County to any maintenance of repair obligations with respect to the private roads within the Condominium.

Section 7. Right of Maintenance by the City of Romulus. In the event The Bluffs at Gateway Condominium Association fails to provide adequate maintenance, repair, or replacement of any common areas within the Condominium Project (or if Developer fails to assure that the Association's duties are discharged during the time period the Developer controls the Association prior to the Transitional Control Date), the City of Romulus may serve written notice of such failure upon the Association and, prior to the Transitional Control Date, upon the Developer. Such written notice shall also set forth a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place of the hearing before the City Board of Council for the purpose of allowing the Association and, prior to the Transitional Control Date, the Developer, to be heard as to why the City of Romulus should not proceed with such maintenance that has not been undertaken. At the hearing, the time for curing the deficiencies and the hearing itself may be extended and/or continued to ascertain date. If, following the hearing, the City Board of Council shall determine that maintenance has not been undertaken within the time specified in the notice, the City shall thereupon have the power and authority, but not the obligation, to enter upon the property or cause its agents or contractors to enter upon the property and perform such maintenance as reasonably found by the City to be appropriate. The cost and expense of making and financing such maintenance, including the cost of notices and administrative overhead incurred by the City, shall be paid by the Association, and if prior to the Transitional Control Date, by the Developer, plus an administrative fee of 25%. If the Association does not reimburse the city for those cost, then the city, at its option, may assess the cost therefore against the Co-owners of the Units in the Project to be collected as a special assessment on the next annual tax roll of the city.

ARTICLE XI AMENDMENT

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

Section 1. Modification of Units or Common Elements. No Unit dimension may be modified in any material way without the consent of the Co-owner and mortgagee of such Unit nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair, removal, or replacement thereof be modified in any material way without the written consent of the Co-owner and mortgagee of any Unit to which the same are appurtenant, except as otherwise expressly provided in this Master Deed or in the Bylaws to the contrary. Modifications made pursuant to the section shall also require city approval.

Section 2. Mortgagee Consent. Whenever a proposed amendment would materially alter or change the rights of mortgagees generally, then such amendments shall require the approval of 2/3 majority vote of all first mortgagees of record, allocating one vote for each mortgage held. Mortgagees need not appear at any meeting of Co-owner except that their approval shall be solicited through written ballots. To the extent that a vote of mortgagees of Units are required for the amendment of the Condominium Documents, the procedure described in Section 90a of the Act, MCL 559.190a shall be followed.

Section 3. By Developer. Prior to one year after expiration of the Construction and Sales Period, the Developer may, without the consent of any Co-owner or any other person, amend this Master Deed, the Bylaws, and the Condominium Subdivision Plan attached as Exhibit "B" in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit "A" as do not materially affect any rights of any Co-owners or mortgagees in the Project. No amendment may be made to this Master Deed unless the proposed amendment has been approved in writing by the city.

Section 4. Change in Percentage of Value. The method or formula used to determine the percentage of value of Units for other than voting purposes and any provisions relating to the ability or terms under which a Co-owner may rent a Unit may not be changed without the written consent of each affected Co-owner and mortgagee, except as provided in this Master Deed or in the Bylaws.

Section 5. Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked, or abandoned without the written consent of City and the consent of the Developer during the Construction and Sales Period, or after the Construction and Sale Period without the written consent of the City and 80% of non-developer Co-owners and 80% of first mortgagees.

Section 6. Developer Approval. During the Construction and Sales Period, the Condominium Documents shall not be amended nor shall any of the provisions thereof be modified by any other amendment to this Master Deed without the written consent of the Developer.

Section 7. Amendments for Secondary Market Purposes. The Developer or The Bluffs at Gateway Condominium Association may amend the Master Deed or Bylaws to facilitate mortgage loan financing for existing or prospective Co-owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the

Government National Mortgage Association, the Veterans Administration, the Department of Housing and Urban Development, Michigan State Housing Development Authority or by any other institutional participant in the secondary mortgage market which purchases or insures mortgages. The foregoing amendments may be made without the consent of Co-owners or mortgagees.

Section 8. City Approval. No amendment may be made to this Master Deed unless the proposed amendment has been approved in writing by the city. No easements created under the Condominium Documents may be modified or obligations with respect thereto varied without the consent of each Co-owner benefited thereby and subject to the approval of the City Board of Trustees.

Section 9. Proposal. 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 upon a vote of a prescribed majority of Co-owners and mortgagees or based upon the advisory committee's decision, the costs of which are expenses of administration. Amendments may be proposed by Co-owners or the The Bluffs at Gateway Condominium Association acting upon the vote of the majority of directors. Upon any such amendment being proposed, a meeting for consideration of same shall be duly called in accordance with these Bylaws. Co-owners shall be notified of proposed amendments not less than 10 days before the amendment is recorded. An amendment shall be effective when recorded in the office of the Wayne County Register of Deeds. For purposes of this Article, the affirmative vote of a 2/3 of Co-owners is considered 2/3 of all Co-owners entitled to vote as of the record date for such vote.

ARTICLE XII

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ARTICLE XIII ASSIGNMENT

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use, proposed action, or any other matter or thing, may be assigned by it to The Bluffs at Gateway Condominium or to any other entity subject to the approval of the City but the assignee shall be responsible for any and all obligations of the Developer under the Condominium Documents. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the office of the Wayne County Register of Deeds.

ARTICLE XIV CITY APPROVAL

Neither the review, approval and/or acceptance of, nor anything contained within this Master Deed, including Bylaws and Condominium Subdivision Plan, shall be interpreted or construed in any way as constituting a variance from or approval of any violation of any provision of any ordinance of the City of Romulus. Any amendment of this Master Deed, including Bylaws and Condominium Subdivision Plan, relating to any matter subject to the provisions of any ordinance of the City of Romulus shall require the approval of the City Board of Council.

ARTICLE XIII

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Developer:
Infinity- Gateway, LLC,
a Michigan limited liability company,

By: _____

Its: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

On this _____ day of October, 2021, _____, the Authorized Member of
Infinity- Gateway, LLC, acknowledged the foregoing Master Deed before me on behalf of

_____, Notary Public,
_____, County, Michigan
Acting in _____ County
My commission expires: _____

Master Deed drafted by:

Enrico E. Soave, Esq.
37771 Seven Mile Road, Suite C
Livonia, MI 48152
(734) 469-4894

WHEN RECORDED RETURN TO DRAFTER



EXHIBIT "A"

The Bluffs at Gateway CONDOMINIUM

BYLAWS

ARTICLE I ASSOCIATION OF CO-OWNERS

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

ARTICLE II ASSESSMENTS

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

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

Section 2. Determination of Assessments. Assessments shall be determined in accordance with the following provisions:

(a) Budget; Regular Assessments. The Bluffs at Gateway Condominium Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year that may be required for the proper operation, management, and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs, removal, and replacement of those Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular payments as set forth in Section 2(c) below rather than by special assessments. At a minimum, the reserve fund shall be equal to 10% of the Association's current annual budget on a noncumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for this particular Project, the Association of Co-owners should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. Upon adoption of an annual budget by the Association, copies of the budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget. The annual assessments as so determined and levied shall constitute a lien against all Units as of the first day of the fiscal year to which the assessments relate. Failure to deliver a copy of the budget to each Co-owner shall not affect or in any way diminish such lien or the liability of any Co-owner for any existing or future assessments. Should the Association at any time decide, in its sole discretion: (1) that the assessments levied are or may prove to be insufficient (a) to pay the costs of operation and management of the Condominium, (b) to provide replacements of existing Common Elements, (c) to provide additions to the Common Elements not exceeding \$2,000.00 annually for the entire Condominium Project, or (2) that an emergency exists, the Association shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. If such increase or additional assessment exceeds the greater of \$2,500.00 or 10% of the current annual budget, such incremental increase in the assessment shall be subject to the prior approval of more than 60% of all Co-owners. The Association also shall have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 4 hereof. The discretionary authority of the Association to levy assessments pursuant to this subparagraph shall rest solely with the Association for the benefit of the members thereof, and shall not be enforceable by any creditors of the Association or creditors of the members thereof.

- (b) **Special Assessments.** Special assessments, in addition to those required in subparagraph (a) above, may be made by The Bluffs at Gateway Condominium Association from time to time and approved by the Co-owners as hereinafter provided to meet other requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of a cost exceeding \$2,000.00 for the entire Condominium Project per year, assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 hereof, (3) assessments to purchase a Unit for use as a resident manager's Unit, or (4) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph (b) (but not including those assessments referred to in subparagraph 2(a) above, which shall be levied in the sole discretion of the Association) shall not be levied without the prior approval of more than 60% of all Co-owners. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or creditors of the members thereof.

(c) **Co-owner Charges.** Sums chargeable to a Co-owner by The Bluffs at Gateway Condominium Association for the costs of maintenance or repair of the Common Elements, insurance deductibles, including collection and late charges, attorney fees, fines, and any other charges or fees provided under the Condominium Documents which is intended to be charged or

assessed to individual Unit Co-owners shall be levied to the Co-owner with the prior approval of the Board of Directors. The authority of the Board to separately assess Co-owners pursuant to this paragraph is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or creditors of the members thereof. Sums chargeable to a Co-owner under this paragraph shall be subject to the provisions of the Master Deed governing Assessments, including but not limited to Penalties for Default, Liens for Unpaid Assessments and Enforcement, however excluding Section 2(e) provisions governing apportionment.

(d) **Expense Sharing Agreement.** The Bluffs at Gateway Condominium Association shall collect from each Co-owner, in addition to the assessments set forth above, all assessments levied against the Units for the sharing of costs of maintenance, repair, upkeep, and replacement of improvements, landscaping, clubhouse facilities and decorations of the common elements serving The Bluffs at Gateway Condominium pursuant to The Bluffs at Gateway Condominium Association Bylaws entered into between the respective Associations. The default and enforcement provisions contained in Sections 4 and 5 of this Article shall apply with respect to the collection of all assessments levied in connection with said shared expenses.

(e) **Apportionment of Assessments.** All assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with each Co-owner's proportionate share of the expenses of administration as provided in Article V, Section 2 of the Master Deed and without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit except as otherwise specifically provided in the Master Deed. Annual assessments as determined in accordance with Article II, Section 2(a) above shall be payable by Co-owners in periodic installments, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means.

Section 3. Developer's Responsibility for Assessments. During the Construction and Sales Period as defined in Article III, Section 13 of the Master Deed, the Developer of the Condominium, even though a member of The Bluffs at Gateway Condominium Association, shall not be responsible for payment of the monthly Association assessment. The Developer, however, shall during the Construction and Sales Period pay a proportionate share of the Association's current maintenance expenses actually incurred from time to time based upon the ratio of completed Units owned by Developer at the time the expense is incurred to the total number of Units in the Condominium. In no event shall Developer be responsible for payment, during the Construction and Sales Period, of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments, except with respect to Occupied Units owned by it. Developer shall not be responsible at any time for payment of said monthly assessment or payment of any expenses whatsoever with respect to Units not Completed notwithstanding the fact that such Units not Completed may have been included in the Master Deed. Further, the Developer shall in no event be liable for any assessment levied in whole or in part to purchase any Unit from the Developer or to finance any litigation or other claims against the Developer, any cost of investigating and preparing such litigation or claim or any similar or related costs. "Occupied Unit" shall mean a Unit used as a residence. "Completed Unit" shall mean a Unit with respect to which a certificate of occupancy has been issued by the City of Romulus.

Section 4. Penalties for Default. The payment of an assessment shall be in default if any installment thereof is not paid to The Bluffs at Gateway Condominium Association in full on or before the due date for such installment. A late charge of \$25.00 per installment or as otherwise established by the Board may be assessed automatically by the Association upon each installment in default for ten or more days until paid in full. The Association may, pursuant to Article XIX, Section 4 and Article XX

hereof, levy fines for late payment of assessments in addition to such late charge. Each Co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to his Unit which may be levied while such Co-owner is the owner thereof, except a land contract purchaser from any Co-owner including Developer shall be so personally liable and such land contract seller shall not be personally liable for all such assessments levied up to and including the date upon which such landcontract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorney's fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates.

Section 5. Liens for Unpaid Assessments. Sums assessed to Co-owner by The Bluffs at Gateway Condominium Association that remain unpaid, including but not limited to regular assessments and special assessments, together with interest on such sums, collection and late charges, advances made by the Association of Co-owners for taxes or other liens to protect its lien, attorney fees, and fines in accordance with the Condominium Documents shall constitute a lien upon the Unit or Units in the Project owned by the Co-owner at the time of the assessment before other liens except tax liens on the Unit in favor of any state or federal taxing authority and sums unpaid on a first mortgage of record except that past due assessments that are evidenced by a notice of lien, recorded as set forth in Section 108 of the Condominium Act. Any such unpaid sum shall constitute a lien against the Unit as of the first day of the fiscal year to which the assessment, fine or late charge relates and shall be a lien prior to all claims except real property taxes and first mortgages of record. All charges which the Association may levy against any Co-owner shall be deemed to be assessments for purposes of this Section and Section 108 of the Act. Upon the sale or conveyance of a Unit, all unpaid assessments, interest, late charges, fines, costs, and attorney fees against the Unit shall be paid out of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature except amount due the state, or any subdivision thereof, or the City for taxes and special assessments due and unpaid on the Unit and payments due under a first mortgage having priority thereto.

Section 6. Waiver of Use or Abandonment of Unit. No Co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit.

Section 7. Enforcement.

(a) Remedies. In addition to any other remedies available to The Bluffs at Gateway Condominium Association, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any utilities or other services to a Co-owner in default upon seven-day written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from his Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him. The Association may also assess fines for late payment or non-payment of assessments in

accordance with the provisions of Article XIX, Section 4 of these Bylaws. All of these remedies shall be cumulative and not alternative.

(b) Foreclosure Proceedings. Each Co-owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to The Bluffs at Gateway Condominium Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The Association is entitled to reasonable interest, expenses, costs and attorney fees for foreclosure by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. The redemption period for a foreclosure is 6 months from the date of sale unless the property is abandoned, in which event the redemption period is 1 month from the date of sale. Further, each Co-owner and every other person who from time to time has any interest in the Project shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-owner of a Unit in the Project acknowledges that at the time of acquiring title to such Unit, he was notified of the provisions of this subparagraph and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit. The Co-owner of a Unit subject to foreclosure and any purchaser, grantee, successor, or assignee of the Co-owner's interest in the Condominium Unit, is liable for assessments by the Association of the Co-owners chargeable to the Unit that become due before expiration of the period of redemption together with interest, advances made by the Association for taxes or other liens to protect its lien, costs and attorney fees incurred in their collection.

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

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

Section 8. Statement as to Unpaid Assessments. The purchaser of any Unit may request a statement of The Bluffs at Gateway Condominium Association as to the amount of any unpaid Association assessments thereon, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the sale or conveyance of the Unit, all unpaid assessments, interest, late charges, fine, costs, and attorney fees against the Unit shall be paid out of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature, except, amounts due the state, or any subdivision, or the City for taxes and special assessments due and unpaid on the Unit, and payments due under a first mortgage having priority thereto. Upon the payment of the assessments and associated charges, the Association's lien for assessments as to such Unit shall be deemed satisfied. Nothing herein withstanding, the failure to collect the payment for the unpaid assessment at closing of the purchase of such Unit shall render any unpaid assessments and the lien securing the same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act.

Section 9. Liability of Mortgagee. The mortgagee of a first mortgage of record of a Unit shall give notice to The Bluffs at Gateway Condominium Association of the commencement of foreclosure of the first mortgage by advertisement by serving a copy of the published notice of foreclosure required by statute upon the Association by certified mail, return receipt requested, addressed to the resident agent of the Association or to the address the Association provides to the mortgagee, if any, in those cases where the address is not registered, within 10 days after first publication. The mortgagee of a first mortgage of record shall give notice to the Association of its intent to commence foreclosure of the first mortgage by judicial action by serving a notice setting forth the names of the mortgagors, the date the mortgage was recorded, the amount claimed due on the mortgage on the date of the notice, and a description of the mortgaged premises that substantially conforms with the description continued in the mortgage upon the Association by certified mail, return receipt requested, addressed to the resident agent of the Association at the agent's address, or to the address the Association provides to the mortgagee, if any, in those cases where the address is not registered, not less than 10 days before commencement of the judicial action. Failure of the mortgagee to provide notice as required shall only provide the Association with legal recourse and will not, in any event, invalidate any foreclosure proceeding between a mortgagee and mortgagor. If the mortgagee of a first mortgage of record or other purchaser of Unit obtains title to the Unit as a result of foreclosure of the first mortgage, such person, its successors, and assigns are not liable for the unpaid assessments chargeable to the Unit that become due prior to the acquisition of title to the Unit by such person except for assessments that have priority over the first mortgage under Section 108 of the Condominium Act.

Section 10. Property Taxes and Special Assessments. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 11. Personal Property Tax Assessment of Association Property. The Bluffs at Gateway Condominium Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 12. Construction Lien. A construction lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

ARTICLE III ARBITRATION AND LITIGATION

Section 1. Arbitration Among or Between Co-Owners or Co-Owners and the Association.

(a) Scope and Election. Disputes, claims, or grievances arising out of or relating to the interpretation of the application of the Condominium Documents, or any disputes, claims, or grievances arising out of disputes among or between Co-owners or between Co-Owners or The Bluffs at Gateway Condominium Association, shall be submitted to Arbitration upon the election and written consent of the parties to any such disputes, claims, or grievances and upon written notice to the Association.

(b) Arbitration. With respect to all arbitration under this Section: (i) judgment of the circuit court of the State of Michigan for the jurisdiction in which the Condominium Project is located may be rendered upon any award pursuant to such arbitration and the parties thereto shall accept the arbitrator's decision as final and binding; (ii) the Commercial Arbitration Rules of the American Arbitration Association, as amended and in effect from time to time hereafter, shall be applicable to such arbitration; (iii) the period of limitations prescribed by law for the bringing of a civil action shall apply equally to the requirement or agreement to settle by arbitration; (iv) all costs of arbitration shall be allocated in the manner provided by the arbitration association; (v) the method of appointment of the arbitrator or arbitrators shall be pursuant to rules of the arbitration association; (vi) the arbitration shall proceed according to MCL 600.5001 to 600.5065 of Act No. 236 of the Public Acts of 1961, as amended, which may be supplemented by the rules of the arbitration association, and (vii) the agreement to arbitrate precludes the parties from litigating such claims in the courts.

(c) Judicial Relief. In the absence of the election and written consent of the parties to arbitrate as provided pursuant to Section 1(a) above, no Co-owner or The Bluffs at Gateway Condominium Association adversely affected by a violation of or failure to comply with the Act or rules promulgated under the Act, or a provision of an agreement or master deed shall be precluded from petitioning a court of competent jurisdiction to resolve any dispute, claim, or grievances.

(d) Election of Remedies. The election by the parties to submit any dispute, claim, or grievance to arbitration prohibits the parties from petitioning the courts regarding that dispute, claim, or grievance.

Section 2. Arbitration Between the Developer and Co-owner(s) and/or the Association. By purchase of a Unit, Co-owners agree as follows:

(a) Arbitration Between the Developer and Co-owner(s). With respect to any claim that might be the subject of a civil action between a purchaser, Co-owner, or person occupying a restricted Unit under section 104b of the Act and the Developer, which claim involves an amount of Two Thousand Five Hundred Dollars (\$2,500.00) or less and arises out of or relates to the Common Elements of the Project, such claim shall be settled by arbitration at the exclusive option of the purchaser, Co-owner, or person occupying a restricted Unit under section 104b of the Act. All other claims may be settled by arbitration upon the agreement of the parties.

(b) Arbitration Between the Developer and the Association. With respect to any claim that might be the subject of a civil action between The Bluffs at Gateway Condominium Association and the Developer, which claim arises out of or relates to the Common Elements of

the Condominium Project, if the amount of the claim is Ten Thousand Dollars (\$10,000.00) or less such claim shall be settled by arbitration, at the exclusive option of the Association. All other claims may be settled by arbitration upon the agreement of the parties.

(c) Arbitration. With respect to all arbitration under this Section: (i) judgment of the circuit court of the State of Michigan for the jurisdiction in which the Condominium Project is located may be rendered upon any award pursuant to such arbitration and the parties thereto shall accept the arbitrator's decision as final and binding; (ii) the Commercial Arbitration Rules of the American Arbitration Association, as amended and in effect from time to time hereafter, shall be applicable to such arbitration; (iii) the period of limitations prescribed by law for the bringing of a civil action shall apply equally to the requirement or agreement to settle by arbitration; (iv) all costs of arbitration shall be allocated in the manner provided by the arbitration association; (v) the method of appointment of the arbitrator or arbitrators shall be pursuant to rules of the arbitration association; (vi) the arbitration shall proceed according to MCL 600.5001 to 600.5065 of Act No. 236 of the Public Acts of 1961, as amended, which may be supplemented by the rules of the arbitration association, and (vii) the agreement to arbitrate precludes the parties from litigating such claims in the courts.

(d) Judicial Relief. In the absence of the election and written consent of the parties to arbitrate as provided pursuant to Section 1(a) above, no Co-owner or The Bluffs at Gateway Condominium Association adversely affected by a violation of or failure to comply with the Act or rules promulgated under the Act, or a provision of an agreement or master deed shall be precluded from petitioning a court of competent jurisdiction to resolve any dispute, claim or grievances.

(e) Section 107 Action by Co-owners. Nothing in this Section shall, however, prohibit a co-owner from maintaining an action in court against The Bluffs at Gateway Condominium Association and its officers and directors to compel these persons to enforce the terms and provisions of the Condominium Documents, nor to prohibit a co-owner from maintaining an action in court against any other co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

Section 3. Litigation/Arbitration on behalf of Association. Actions on behalf of and against the Co-owners shall be brought in the name of the The Bluffs at Gateway Condominium Association. Subject to the express limitations on actions in these Bylaws and in the Association's Articles of Incorporation, the Association may assert, defend, or settle claims on behalf of all Co-owners in connection with the Common Elements of the Condominium. As provided in the Articles of Incorporation of the Association, the commencement of any civil action or arbitration (other than one to enforce these Bylaws or to collect delinquent assessments) shall require the approval of a majority of the Co-owners, and shall be governed by the requirements of this Section. The requirements of this Section will ensure that the Co-owners are fully informed regarding the prospects and likely costs of any civil action the Association proposes to engage in, as well as the ongoing status of any civil actions actually filed by the Association. These requirements are imposed in order to reduce both the costs of litigation and the risk of improvident litigation, and in order to avoid the waste of the Association's assets in litigation through additional or special assessments where reasonable and prudent alternatives to the litigation exist. Each Co-owner shall have standing to sue to enforce the requirements of this Section. The following procedures and requirements apply to the Association's commencement of any civil action other than an action to enforce these Bylaws or to collect delinquent assessments:

(a) Pre-Litigation Requirements. Prior to commencing a civil action on behalf of The Bluffs at Gateway Condominium Association, the Board of Directors shall (i) call a special meeting of the Co-owners for the express purpose of evaluating the merits of the proposed litigation ("Litigation Evaluation Meeting"); (ii) at least 10 days prior to the date scheduled for the Litigation Evaluation Meeting, issue a written report to all Co-owners outlining the Board's recommendation that a civil suit be filed, such report shall include a full disclosure of all attempts made by the Board to settle the controversy; (iii) present to the Co-owners, prior to or at the Litigation Evaluation Meeting, the Board of Directors' written recommendation of the proposed attorney for the civil action. Such recommendation shall include, the name and affiliations of the attorney, the number of years the attorney has practiced law, the name and address of every condominium and homeowner association for which the attorney has filed a civil action together with the case number, county, and court in which each action was filed, the litigation attorney's proposed written fee agreement, the litigation attorneys' total estimated cost of the civil action through a trial on the merits, including legal fees, court costs, expert witness fees and all other expenses expected to be incurred, the litigation attorney's written estimate of the amount the Association is likely to recover in the suit net of legal fees, court costs, expert witness fees, and all other expenses expected to be incurred in the litigation, the attorney's billing and payment policies and the litigation attorney's commitment to provide written status reports of the litigation, settlement progress, and updated cost and recovery estimates no less than every 30 days; (iv) present to the Co-owners prior to or at the Litigation Evaluation Meeting the amount to be specially assessed against each Unit in the Condominium to fund the total estimated cost of the civil action through a trial on the merits in both total and on a monthly per Unit basis.

(b) Co-owner Litigation Approval. At the Litigation Evaluation Meeting the Co-owners shall vote on whether to authorize the Board of Directors to proceed with the proposed civil action and whether the matter should be handled by the litigation attorney proposed by the Board of Directors. The commencement of any civil action by The Bluffs at Gateway Condominium Association (other than a suit to enforce these Bylaws or collect delinquent assessments) must be approved by 66 2/3% of the Co-owners.

(c) Litigation Assessment. All fees estimated to be incurred in pursuit of any civil action subject to paragraph (a) above shall be paid only by special assessment of the Co-owners, which special assessment must be approved at the Litigation Evaluation Meeting. The total amount of the litigation special assessment shall be collected monthly over a period not to exceed twenty-four (24) months. If at any time during the course of the action, the Board of Directors determines that the approved special litigation assessment is inaccurate or requires revision, the Board of Directors shall immediately prepare a revised estimate of the total cost of litigation. If the revised estimate exceeds the litigation special assessment previously approved by the Co-owners, the Board of Directors shall call a special meeting of the Co-owners to review the status of the litigation, and to allow the Co-owners to vote on whether to continue the civil action and increase the litigation special assessment. The meeting shall have the same quorum and voting requirements as the litigation evaluation meeting.

(d) Independent Expert Opinion. If the lawsuit relates to the condition of any of the Common Elements of the Condominium, the Board of Directors shall obtain a written independent expert opinion as to reasonable and practical alternative approaches to repairing the problems with the Common Elements, which shall set forth the estimated costs and expected viability of each alternative. In obtaining the independent expert opinion, the Board of Directors shall conduct its own investigation as to the qualification of any expert and shall not retain any expert recommended by the litigation attorney or any other attorney with whom the Board of Directors consults. The purpose of the independent expert opinion is to avoid any potential

confusion regarding the condition of the Common Elements that might be created by a report prepared as an instrument of advocacy for use in a civil action. The independent expert opinion will ensure that the Co-owners have a realistic appraisal of the condition of the Common Elements, the likely cost of repairs to or replacement of the same, and the reasonable and prudent repair and replacement alternatives. The independent expert opinion shall be sent to all Co-owners with the written notice of the Litigation Evaluation Meeting.

(e) **Litigation Reviews.** The Board of Directors shall meet monthly during the course of any civil action to discuss and review: (i) the status of the litigation; (ii) the status of settlement efforts, if any; and (iii) the attorney's written report. In addition, a copy of the minutes from the litigation review meeting, together with a copy of any reports submitted to the Board of Directors, shall be mailed to each Co-owner within 30 days of each Litigation Review Meeting.

(f) **Disclosure of Litigation Expenses.** The litigation expenses, including attorney's fees, court costs, expert witness fees and all other expenses of any civil action filed by The Bluffs at Gateway Condominium Association shall be fully disclosed to Co-owners in the Association's annual budget. The litigation expenses for each civil action filed by or involving the Association shall be listed as a separate line item captioned "litigation expenses" in the Association's annual budget. In addition, litigation expenses shall be made reasonably available for Co-owner review on written request of a Co-owner.

ARTICLE IV INSURANCE

Section 1. Extent of Coverage. The Bluffs at Gateway Condominium Association shall carry fire and extended coverage, vandalism and malicious mischief and liability insurance, officers' and directors' liability insurance and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the Common Elements and certain other portions of the Condominium Project, as set forth below, and such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

a) **Responsibilities of Co-owners and Association.** All such insurance shall be purchased by The Bluffs at Gateway Condominium Association for the benefit of the Association, and the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners. Each Co-owner may obtain insurance coverage at his own expense upon his Unit. It shall be each Co-owner's responsibility to determine by personal investigation or from his own insurance advisors the nature and extent of insurance coverage adequate to his needs and thereafter to obtain insurance coverage for his personal property and any additional fixtures, built-in equipment and trim (as referred to in subsection (b) below) located within his Unit or elsewhere on the Condominium and for his personal liability for occurrences within his Unit or upon Limited Common Elements appurtenant to his Unit, and also for alternative living expense in event of fire, and the Association shall have absolutely no responsibility for obtaining such coverage. The Association, as to all policies which it obtains, and all Co-owners, as to all policies which they obtain, shall use their best efforts to see that all property and liability insurance carried by the Association or any Co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

b) **Insurance of Common Elements and Fixtures.** All Common Elements of the Condominium Project shall be insured against fire and other perils covered by a standard

extended coverage endorsement, in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, as determined annually by the The Bluffs at Gateway Condominium Association in consultation with the Association's insurance carrier and/or its representatives in light of commonly employed methods for the reasonable determination of replacement costs. Such coverage shall be affected upon an agreed-amount basis for the entire Condominium Project with appropriate inflation riders in order that no co-insurance provisions shall be invoked by the insurance carrier in a manner that will cause loss payments to be reduced below the actual amount of any loss (except in the unlikely event of total project destruction if the insurance proceeds failed, for some reason, to be equal to the total cost of replacement). All information in the Association's records regarding insurance coverage shall be made available to all Co-owners upon request and reasonable notice during normal business hours so that Co-owners shall be enabled to judge the adequacy of coverage and, upon the taking of due Association procedures, to direct the Board at a properly constituted meeting to change the nature and extent of any applicable coverage, if so determined. Upon such annual re-evaluation and effectuation of coverage, the Association shall notify all Co-owners of the nature and extent of all changes in coverage. Such coverage shall also include interior walls within any Unit and the pipes, wire, conduits and ducts contained therein and shall further include all fixtures, equipment and trim within a Unit which were furnished with the Unit as standard items in accord with the plans and specifications thereof as are on file with the City of Romulus (or such replacements thereof as do not exceed the cost of such standard items). It shall be each Co-owner's responsibility to determine the necessity for and to obtain insurance coverage for all fixtures, equipment, trim and other items or attachments within the Unit or any Limited Common Elements appurtenant thereto which were installed in addition to said standard items (or as replacements for such standard items to the extent that replacement cost exceeded the original cost of such standard items) whether installed originally by the Developer or subsequently by the Co-owner, and the Association shall have no responsibility whatsoever for obtaining such coverage unless agreed specifically and separately between the Association and the Co-owner in writing.

(c) **Premium Expenses.** All premiums upon insurance purchased by The Bluffs at Gateway Condominium Association pursuant to these Bylaws shall be expenses of administration.

(d) **Proceeds of Insurance Policies.** Proceeds of all insurance policies owned by The Bluffs at Gateway Condominium Association shall be received by the Association, held in a separate account and distributed to the Association, and the Co-owners and their mortgagees, as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction.

(e) **Deductible.** When a claim is made on any of the insurance policies maintained by The Bluffs at Gateway Condominium Association for damage to a Unit or appurtenant Limited Common Element, the Co-owner of such Unit and/or appurtenant Limited Common Element shall be responsible for payment of any applicable deductible. In the case of damage to a General Common Element, the deductible shall be paid by the Association.

(f) **Contractor Insurance.** Each Co-owner which retains any maintenance and alteration contractors to perform work on a Co-owner's Unit is responsible to hire only maintenance and alteration contractors that are properly licensed and insured, which insurance coverage shall include coverage for damages to the Common Elements and Units within the Project resulting from the contractors' work. Each Co-owner shall be responsible, to the extent that The Bluffs at Gateway

Condominium Association insurance proceeds are insufficient or such insurance proceeds do not cover the full cost of repair and/or restoration of the Common Elements, for damages caused by the Co-owner, his family, guests, agents or invitees. Any costs of repair and restoration related to damages to the Common Elements resulting from negligence or misuse for which a Co-owner, his family, guests, agents or invitees is found to have been responsible, as determined by the Board of Directors in its sole discretion, may be charged to and collected from the Co-owner.

Section 2. Authority of Association to Settle Insurance Claims. Each Co-owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint The Bluffs at Gateway Condominium Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the Condominium Project, his Unit and the Common Elements appurtenant thereto, with such insurer as may, from time to time, provide such insurance for the Condominium Project. Without limitation on the generality of the foregoing, the Association has said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Co-owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Co-owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

Section 3. Determination of Primary Carrier. It is understood that there will be overlapping coverage between the Co-owners' policies and those The Bluffs at Gateway Condominium Association, as required to be carried pursuant to this Article. In situations where both coverages/policies are applicable to a given loss, the provisions of this subsection shall control in determining the primary carrier. In cases of property damage to the Unit and its contents or damages to a Limited Common Element for which the Co-owner is assigned responsibility for maintenance, repair, and replacement pursuant to the provisions of Article IV of the Master Deed (including improvements and betterments), the Co-owner's policy/carrier shall be deemed to be the primary carrier. In cases of property damage to the General Common Elements or a Limited Common Element for which the Association is assigned responsibility for maintenance, repair, and replacement pursuant to the provisions of Article IV of the Master Deed and except for painting of garage doors, the Association's policy/carrier shall be deemed to be the primary carrier. In cases of liability for personal injury or otherwise, for occurrences in/on the Unit or in/upon a Limited Common Element for which the Co-owner is assigned responsibility for maintenance, repair, and replacement pursuant to the provisions of Article IV of the Master Deed (including improvements and betterments), the Co-owner's policy/carrier shall be deemed to be the primary carrier. In cases of liability for personal injury or otherwise, for occurrences in/on the General Common Elements or in/upon a Limited Common Element for which the Association is assigned responsibility for maintenance, repair, and replacement pursuant to the provision of Article IV of the Master Deed (including improvements and betterments), the Association's policy/carrier shall be deemed to be the primary carrier. In all cases where the Association's policy/carrier is not deemed the primary policy/carrier, if the Association's policy/carrier contributes to payment of the loss, the Association's liability to the Co-owner shall be limited to the amount of the insurance proceeds, and shall not in any event require or result in the Association paying or being responsible for any deductible amount under the Co-owner's policies.

Section 4. Waiver of Right of Subrogation. The Bluffs at Gateway Condominium Association and all Co-owners shall use their best efforts to cause all property and liability insurance carried by the Association or any Co-owner to contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

Section 5. Indemnification. Each individual Co-owner shall indemnify and hold harmless every other Co-owner, the Developer and The Bluffs at Gateway Condominium Association for all damages and costs, including attorneys' fees, which such other Co-owners, the Developer, or the Association may suffer as a result of defending any claim arising out of an occurrence on or within such individual Co-owner's Unit and shall carry insurance to secure this indemnity if so required by the Association (or the Developer during the Development and Sales Period). This Section 5 shall not be construed to give any insurer any subrogation right or other right or claim against any individual Co-owner, however.

ARTICLE V RECONSTRUCTION OR REPAIR

Section 1. Determination to Reconstruct or Repair. If any part of the Condominium Premises shall be damaged, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

(a) Partial Damage. If the damaged property is a Common Element or a Unit, the property shall be rebuilt or repaired if any Unit in the Condominium is tenantable, unless it is determined by an affirmative vote of 80% of the Co-owners in the Condominium that the Condominium shall be terminated.

(b) Total Destruction. If the Condominium is so damaged that no Unit is tenantable, the damaged property shall not be rebuilt unless 80% or more of the Co-owners agree to reconstruction by vote or in writing within 90 days after the destruction.

Section 2. Repair in Accordance with Plans and Specifications. Subject to City approval, any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications for the Project to a condition as comparable as possible to the condition existing prior to damage unless the Co-owners shall unanimously decide otherwise.

Section 3. Co-owner Responsibility for Repair.

(a) Definition of Co-owner Responsibility. If the damage is only to a part of a Unit which is the responsibility of a Co-owner to maintain and repair, it shall be the responsibility of the Co-owner to repair such damage in accordance with subsection (b) hereof. In all other cases, the responsibility for reconstruction and repair shall be that of The Bluffs at Gateway Condominium Association.

(b) Damage to Interior of Unit. Each Co-owner shall be responsible for the reconstruction, repair and maintenance of the interior of his Unit, including, but not limited to, floor coverings, wall coverings, window shades, draperies, interior walls (but not any Common Elements therein), interior trim, furniture, light fixtures, and all appliances, whether free-standing or built-in. In the event damage to interior walls within a Co-owner's Unit, or to pipes, wires, conduits, ducts or other Common Elements therein, or to any fixtures, equipment and trim which are standard items within a Unit is covered by insurance held by The Bluffs at Gateway Condominium Association, then the reconstruction or repair shall be the responsibility of the Association in accordance with Section 4 of this Article V. If any other interior portion of a Unit is covered by insurance held by the Association for the benefit of the Co-owner, the Co-owner shall be entitled to receive the proceeds of insurance relative thereto, and if there is a mortgagee endorsement, the proceeds shall be payable to the Co-owner and the mortgagee jointly. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements,

the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

Section 4. Association Responsibility for Repair. Except as provided in Section 3 hereof, The Bluffs at Gateway Condominium Association shall be responsible for the reconstruction, repair, and maintenance of the Common Elements. Immediately after the occurrence of a casualty causing damage to property for which the Association has the responsibility of maintenance, repair, and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the cost thereof are insufficient, assessment shall be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair. This provision shall not be construed to require replacement of mature trees and vegetation with equivalent trees or vegetation.

Section 5. Timely Reconstruction and Repair. If damage to Common Elements or a Unit adversely affects the appearance of the Project, The Bluffs at Gateway Condominium Association or Co-owner responsible for the reconstruction, repair and maintenance thereof shall proceed with replacement of the damaged property without delay, and shall complete such replacement within 6 months after the date of the occurrence which caused damage to the property.

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

(a) **Taking of Unit.** In the event of any taking of an entire Unit by eminent domain, the award for such taking shall be paid to the Co-owner of such Unit and the mortgagee thereof, as their interests may appear. After acceptance of such award by the Co-owner and his mortgagee, they shall be divested of all interest in the Condominium Project. In the event that any condemnation award shall become payable to any Co-owner whose Unit is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Co-owner and his mortgagee, as their interests may appear.

(b) **Taking of Common Elements.** If there is any taking of any portion of the Condominium other than any Unit, the condemnation proceeds relative to such taking shall be paid to the Co-owners and their mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than 50% of the Co-owners shall determine whether to rebuild, repair, or replace the portion so taken or to take such other action as they deem appropriate.

(c) **Continuation of Condominium After Taking.** In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be resurveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-owners based upon the continuing value of the Condominium of 100%. Such amendment may be affected by an officer of The Bluffs at Gateway Condominium Association duly authorized by the Association without the necessity of execution or specific approval thereof by any Co-owner.

(d) **Notification of Mortgagees.** In the event any Unit in the Condominium, or any portion thereof, or the Common Elements or any portion thereof, is made the subject matter of

any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, The Bluffs at Gateway Condominium Association promptly shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

Section 7. Notification of FHLMC and FNMA. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC") or by the Federal National Mortgage Association ("FNMA") then, upon request therefor by FHLMC, or FNMA, as the case may be, The Bluffs at Gateway Condominium Association shall give it written notice at such address as it may, from time to time, direct of any loss to or taking of the Common Elements of the Condominium if the loss or taking exceeds \$10,000 in amount or damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLMC or FNMA exceeds \$1,000.

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

ARTICLE VI RESTRICTIONS

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

Section 1. Residential Use. No Unit in the Condominium shall be used for other than single family residential purposes and the Common Elements shall be used only for purposes consistent with single-family residential use. No Co-owner shall carry on any commercial activities anywhere on the Condominium except Home Occupations as permitted by local ordinance.

Section 2. Leasing and Rental.

(a) Right to Lease. A Co-owner may lease his Unit for the same purposes set forth in Section 1 of this Article VI; provided that written disclosure of such lease transaction is submitted to The Bluffs at Gateway Condominium Association in the manner specified in subsection (b) below, and provided that written approval (which approval shall not be unreasonably withheld) of such transaction is obtained from the Association. With the exception of a lender in possession of a Unit following a default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-owner shall lease less than an entire Unit in the Condominium and no tenant shall be permitted to occupy except under a lease the initial term of which is at least one year unless specifically approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer may lease any number of Units for any term in the Condominium in its discretion.

(b) Leasing Procedures. The leasing of Units in the Project shall conform to the following provisions:

(1) A Co-owner, not including the Developer, desiring to rent or lease a Unit, shall disclose that fact in writing to The Bluffs at Gateway Condominium Association at least ten days before presenting a lease form to a potential lessee and, at the same time,

shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents.

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

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

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

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

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

(4) When a Co-owner is in arrears to The Bluffs at Gateway Condominium Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not constitute a breach of the rental agreement or lease by the tenant. If the tenant, after being notified, fails or refuses to remit rent otherwise due the Co-owner to the Association, then the Association may do the following: (a) issue a statutory notice to quit for non-payment of rent to the tenant and the Association shall have the right to enforce the notice by summary proceeding; (b) initiate proceedings on the Association's behalf or derivatively by the Co-owners on behalf of the Association, an action for both eviction against the tenant or non-Co-owner and, simultaneously, an action for money damages against the Co-owner and tenant or non-Co-owner occupant for breach of the conditions of the Condominium Documents.

Section 3. Alterations and Modifications.

(a) Prohibited Alterations. Except as otherwise provided in the Master Deed or Bylaws, no Co-owner shall make alterations in exterior appearance or make structural modifications to his Unit (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the Common Elements without the express written approval of The Bluffs at Gateway Condominium Association, including without limitation exterior painting or

the erection of antennas, lights, aerials, awnings, doors, shutters, newspaper holders, mailboxes, basketball backboards, or other exterior attachments or modifications. No Co-owner shall in any way restrict access to any plumbing, water line, water line valves, water meter, sprinkler system valves, or any other element that must be accessible to service the Common Elements or any element that affects an Association responsibility in any way. Should access to any facilities of any sort be required, the Association may remove any coverings or attachments of any nature that restrict such access and will have no responsibility for repairing, replacing, or reinstalling any materials, whether or not installation thereof has been approved hereunder, that are damaged in the course of gaining such access, nor shall the Association be responsible for monetary damages of any sort arising out of actions taken to gain necessary access. In addition to any other approvals required herein, no Co-owner shall make any alteration to his Unit or make changes in any of the Common Elements without obtaining all approvals and permits required by law, local ordinance or rule, including approval of governmental units or agencies having jurisdiction over such improvement.

(b) Alterations for "persons with disabilities." A Co-owner may make improvements or modifications to the Co-owner's Unit, including improvements or modifications to Common Elements and to the route from the public way to the door of the Co-owners Unit, at his or her expense, if the purpose of the improvement or modification is to facilitate access to or movement within the Unit for persons with disabilities who reside in or regularly visit the Unit, or to alleviate conditions that could be hazardous to persons with disabilities who reside in or regularly visit the Unit. The improvement or modification shall not impair the structural integrity of the structure or otherwise lessen the support of a portion of the Condominium Project. The Co-owner is liable for the cost of repairing any damage to a Common Element caused by building or maintaining the improvement or modification, unless the damage could reasonably be expected in the normal course of building or maintaining the improvement or modification. The improvement or modification may be made notwithstanding prohibitions and restrictions elsewhere in these Condominium documents, but shall comply with all applicable state and local building code requirements and health and safety laws and ordinances and shall be made as closely as reasonably possible in conformity with the intent of applicable prohibitions and restrictions regarding safety and aesthetics of the proposed modification.

An improvement or modification allowed by this Section that affects the exterior of the Condominium Unit shall not unreasonably prevent passage by other residents of the Condominium Project. A Co-owner who has made exterior improvements or modifications allowed by this Section shall notify The Bluffs at Gateway Condominium Association of Co-owners in writing of the Co-owner's intention to convey or lease his or her Unit to another at least 30 days before the conveyance or lease. Not more than 30 days after receiving a notice from a Co-owner under this Section, the Association may require the Co-owner to remove the improvement or modification at the Co-owner's expense. However, the Association may not remove or require the removal of an improvement or modification if a Co-owner intends to resume residing in the Unit within 12 months or a Co-owner conveys or leases his Unit to a person with disabilities who needs the same type of improvement or modification or who has a person residing with him who requires the same type of improvement or modification.

If a Co-owner makes an exterior improvement or modification allowed under this Section, the Co-owner shall maintain liability insurance, underwritten by an insurer authorized to do business in this state and naming The Bluffs at Gateway Condominium Association as an additional insured, in an amount adequate to compensate for personal injuries caused by the exterior improvement or modification. The Co-owner is not liable for acts or omissions of the Association with respect to the exterior improvement or modification and is not required to

maintain liability insurance with respect to any Common Element. The Association is responsible for maintenance, repair, and replacement of the improvement or modification only to the extent of the cost currently incurred by the Association of Co-owners for maintenance, replacement, and repair of the Common Elements covered or replaced by the improvement or modification. All costs of maintenance, repair, and replacement of the improvement or modification exceeding that currently incurred by the Association for maintenance, repair, and replacement of the Common Elements covered or replaced by the improvement or modification shall be assessed to and paid by the Co-owner or the Unit serviced by the improvement or modification.

Before an improvement or modification allowed by this Section is made, the Co-owner shall submit plans and specifications for the improvements or modifications to The Bluffs at Gateway Condominium Association for review and approval. The Association shall determine whether the proposed improvement or modification substantially conforms to the requirements of this Section and shall not deny a proposed improvement or modification without good cause. If the Association denies a proposed improvement or modification, the Association shall list, in writing, the changes needed to make the proposed improvement or modification conform to the requirements of this Section and shall deliver that list to the Co-owner. The Association shall approve or deny the proposed improvement or modification not later than 60 days after the plans and specifications are submitted by the Co-owner proposing the improvement or modification to the Association. If the Association does not approve or deny submitted plans and specifications within the 60-day period, the Co-owner may make the proposed improvement or modification without the approval of the Association. A Co-owner may bring an action against the Association and the officers and directors to compel those persons to comply with this Section if the Co-owner disagrees with a denial by the Association of Co-owners of the Co-owner's proposed improvement or modification.

As used in this Section "person with disabilities" means that term as defined in section 2 of the state construction code act of 1972, 1972 PA 230, MCL 125.1502.

Section 4. Activities. No immoral, improper, unlawful, or offensive activity shall be carried on in any Unit or upon the Common Elements nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium. No unreasonably noisy activity shall occur in or on the Common Elements, or in any Unit at any time and disputes among Co-owners, arising as a result of this provision that cannot be amicably resolved, shall be arbitrated by The Bluffs at Gateway Condominium Association. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: Any activity involving the use of firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles, or devices. No business activity shall be conducted on the Condominium Premises unless allowed by governmental regulations, rules, ordinances, or statute. No maintenance or repair of any vehicle, motorcycle, snowmobile, jet ski, boat, trailer, etc. is permitted anywhere in the Condominium except within the private garage attached to a Unit. The Common Elements shall be used only for passive recreation and for no other purpose. Golfing, basketball, baseball, soccer, and all other active sports are prohibited. No play structures or tents shall be allowed on any Common Element.

Section 5. Pets. No animal, including household pets, shall be maintained by any Co-owner unless specifically approved in writing by the The Bluffs at Gateway Condominium Association, except

that a Co-owner may maintain a maximum of two (2) domesticated dogs or domesticated cats, or any combination of each in his Condominium Unit. No animal may be kept or bred for any commercial purpose. Any animal shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor, or unsanitary conditions. No animal may be permitted to run loose at any time upon the Common Elements and any animal shall at all times be leashed and attended in person by a responsible person while on the Common Elements, Limited or General. The Board of Directors may, in its discretion, designate certain portions of the General Common Elements of the Project wherein such animals may be walked and/or exercised and the Board of Directors may, in its discretion, designate certain portions of the General Common Elements of the Condominium wherein dog runs may be constructed. Nothing herein contained shall be construed to require the Board of Directors to so designate a portion of the General Common Elements for the walking and/or exercising of animals and/or for the construction of dog runs. No savage or dangerous animal shall be kept and any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability (including costs and actual attorney fees) which the Association may sustain as a result of the presence of such animal on the premises, whether or not the Association has given its permission therefor, and the Association may assess and collect from the responsible Co-owner such losses and/or damages in the manner provided in Article II hereof. Each Co-owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner. No dog which barks and can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance cost of the Association of accommodating animals within the Condominium. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. The Association may, after notice and hearing, without liability to the owner thereof, remove or cause to be removed any animal from the Condominium which it determines to be in violation of the restrictions imposed by this Section or by any applicable rules and regulations of the Association, although such hearing shall not be a condition precedent to the institution of legal proceedings to remove said animal. The Association may also assess fines for such violation of the restrictions imposed by this Section or by any applicable rules and regulations of the Association. The term "animal" or "pet" as used in this Section shall not include small domesticated animals which are constantly caged, such as small birds or fish.

Section 6. Aesthetics. The Common Elements shall not be used for storage of supplies, materials, personal property, trash, or refuse of any kind, except as provided in duly adopted rules and regulations of The Bluffs at Gateway Condominium Association. Garage doors shall be kept closed at all times except as may be reasonably necessary to gain access to or from any garage. No unsightly condition shall be maintained on any patio, porch, or deck and only furniture and equipment consistent with the normal and reasonable use of such areas shall be permitted to remain there during seasons when such areas are reasonably in use and no furniture or equipment of any kind shall be stored thereon during seasons when such areas are not reasonably in use. The Common Elements shall not be used in any way for the drying, shaking, or airing of clothing or other fabrics. Vehicles may only be washed in area approved by the Board of Directors. No solar panel, solar collector, or similar device shall be placed, constructed, altered, or maintained on any Common Element. No Co-owner shall leave personal property of any description (including by way of example and not limitation bicycles, chairs, and benches) unattended on or about the Common Elements. In general, no activity shall be carried on nor condition maintained by a Co-owner, either in his Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium. Use of all Common Elements may be limited to such times and in such manner as the Board of Directors shall determine by duly adopted regulations.

Section 7. Antennas, Cable Television Dish. No radio, television or other communication antennas or satellite dish of any type shall be installed on the General or Limited Common Elements that is visible from the street or sidewalk in front of the residential structure without the prior written authorization of The Bluffs at Gateway Condominium Association. Co-owners may install any antenna designed to receive direct broadcast satellite service, including direct-to-home satellite services, that is one meter or less in diameter; or, an antenna designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, that is one meter or less in diameter or diagonal measurement; or an antenna that is designed to receive television broadcast signals that is one meter or less in diameter or diagonal measurement as provided by this section. The Board of Directors has the further reserved power to make reasonable modifications to the restriction contained in this paragraph to accommodate the use of technological innovations in the telecommunications field so long as it determines that the changes benefit the Condominium. This Section is intended to comply with the rules governing antennas adopted by the FCC effective October 14, 1996, and FCC Orders released September 25, 1998 and November 20, 1998 and is subject to review and revision to conform to any changes in the content of the FCC rules or the Telecommunications Act of 1996, as amended.

Section 8. Vehicles. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, motorcycles, jet skis, all-terrain vehicles, RV's, junk cars, motor homes, snowmobiles, snowmobile trailers or vehicles, other than automobiles or vehicles used primarily for general personal transportation purposes, may be parked or stored upon the premises of the Condominium, unless parked in the garage with the garage door closed. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pickups in the normal course of business. Each Co-owner shall park vehicles in the garage space(s) provided and shall park any additional vehicles, including guest's vehicles in the Limited Common Element space assigned to the Co-owner immediately adjoining Unit's garage space. Co-owners shall, if the The Bluffs at Gateway Condominium Association shall require, register with the Association all cars maintained on the Condominium Premises. Use of motorized vehicles anywhere on the Condominium Premises, other than passenger cars, authorized maintenance vehicles and commercial vehicles as provided in this Section, is absolutely prohibited. Overnight parking on any street in the Condominium is prohibited except as the Association may make reasonable exceptions thereto from time to time. A Co-owner may not have more than one guest car parked overnight on the Common Elements unless approved in writing in advance by the Association. If the Association deems it necessary to alleviate any parking shortage arising from maintenance of more than 2 cars by a number of Co-owners, the Association may temporarily or permanently prohibit the maintenance of more than 2 cars by all Co-owners or may construct additional parking facilities and assess those Co-owners maintaining more than 2 cars for the expense of such construction and use. Guest parking may be regulated by reasonable rules adopted by the Association. No inoperable vehicles of any type may be brought, stored, or parked upon the Condominium Premises either temporarily or permanently. The Association may issue a written notice describing the "abandoned or inoperable vehicle" and requesting its removal by Unit Co-owners. If such vehicle has not been removed within thirty-six (36) hours after such notice or other reasonable notice has been given, the Association shall have the right to remove the vehicle without liability, and the expense of removal, including towing, storage, and scrapping charges, shall be charged against the owner of the vehicle or the Co-owner of the Unit on which the vehicle was located.

Section 9. Signs and Advertising. No signs or other advertising devices of any kind shall be displayed which are visible from the exterior of a Unit or on the Common Elements, including "For Sale" signs, during the Construction and Sales Period, and, subsequent thereto, only with prior written permission from the The Bluffs at Gateway Condominium Association.

Section 10. Driveways and Common Elements. Each driveway leading to a Unit garage may only be used by the Co-owner entitled to use the garage.

Section 11. Barbecues. Charcoal grills may not be used in the Condominium, whether on a Limited Common Element deck or otherwise. Outdoor grill and cooking devices that use bottled or direct natural gas (including propane) may be used in areas designated by the Board of Directors.

Section 12. Landscaping. No Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the Common Elements without the prior written approval of The Bluffs at Gateway Condominium Association.

Section 13. THIS SPACE LEFT INTENTIONALLY BLANK

Section 14. Garbage Removal. No Co-owner shall throw or allow to accumulate on his or any other Unit or the Common Elements, trash, refuse, or rubbish of any kind. No Co-owner shall dump or otherwise dispose of chemicals, motor oil, paint, gasoline, or petroleum distillates in, over or within the Project or the sanitary or storm sewer drains serving the Project. No Unit shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and the same shall not be kept except in sanitary containers properly concealed from public view. Trash, refuse and rubbish of any kind shall be deposited in receptacles maintained in areas designated therefore at all times and shall not be permitted to remain elsewhere on the Common Elements except for such short periods of time (24 hours or less) as may be reasonably necessary to permit periodic collection of trash. Trash collection shall be by a common carrier selected by the combined The Bluffs at Gateway Condominium boards of directors.

Section 15. Tree Maintenance and Removal. No living tree of a height of twenty (20') feet or more or more than eight (8") inches in diameter at three (3') feet above the ground shall be removed without the approval of the The Bluffs at Gateway Condominium Association, except for trees which are less than twenty-five (25') feet from any part of the Unit (including decks and patios) or which are in the location of proposed driveways. The Co-owner shall treat or remove any diseased or blighted tree forthwith. Other than as permitted above, no person shall do any act, the result of which could reasonably be expected to cause damage to or destruction to any tree. In addition to these requirements, the Co-owner shall comply with the ordinances adopted by the City, as amended from time to time. The provisions of this paragraph shall not apply to the Developer or any of its agents during the Development and Sales Period.

Section 16. Decks and Patios. The location of the decks shall be as set forth in the Master Deed and Exhibit "B" thereto. All decks and patios shall be Limited Common Elements of the Condominium and shall be maintained, repaired, and replaced by the Co-owner of the Unit to which the deck or patio is appurtenant. Decks and patios shall be tastefully maintained. From the first day of November, to the last day of March (or such other period as determined by the Board of Directors) all deck and/or patio furniture shall be stored indoors. No hot tub, spa, chimney, fireplace, or fire pit shall be placed on any Common Element including decks or patios.

Section 17. Window Treatments. The portion of window treatments visible from the exterior of a Unit must be white or off-white unless otherwise approved by the Developer during the Construction and Sales period and thereafter by The Bluffs at Gateway Condominium Association.

Section 18. Hot Tubs Prohibited. Hot tubs are not allowed within Units or on Common Elements. Whirlpool style bathtubs may be installed within the Units in place of the standard bathroom bathtubs by licensed plumbers.

Section 19. Rules and Regulations. It is intended that The Bluffs at Gateway Condominium Association may make rules and regulations from time to time to reflect the needs and desires of the majority of the Co-owners in the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the Common Elements may be made and amended from time to time by the Association, including the period of time prior to the Transitional Control Date. Copies of all such rules, regulations, and amendments thereto shall be furnished to all Co-owners.

Section 20. Right of Access of Association. The Bluffs at Gateway Condominium Association or its duly authorized agents shall have access to each Unit and any Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agents shall also have access to each Unit and any Limited Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. It shall be the responsibility of each Co-owner to provide the Association means of access to his Unit and any Limited Common Elements appurtenant thereto during all periods of absence, and in the event of the failure of such Co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to his Unit and any Limited Common Elements appurtenant thereto caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

Section 21. Common Element Maintenance. Sidewalks, yards, landscaped areas, driveways, roads, and parking areas shall not be obstructed nor shall they be used for purposes other than that for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or other obstructions may be left unattended on or about the Common Elements.

Section 22. Mailboxes. The Bluffs at Gateway Condominium Association is responsible for initially installing the mailbox cluster structure and for the maintenance of the mailboxes in a relatively new condition in the Association's discretion. The Association shall collect from each initial purchaser of a Unit a charge of \$100 at closing for the cost of mailbox installation.

Section 23. Co-owner Maintenance. Each Co-owner shall maintain his Unit and any Limited Common Elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other Common Elements in any Unit which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to The Bluffs at Gateway Condominium Association resulting from negligent damage to or misuse of any of the Common Elements by him, or his family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association (in which case there shall be no such responsibility unless reimbursement to the Association is limited by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

Section 24. Conservation of Open Space. Unit Co-owners shall take precaution not to cause or permit the release, disposal, dumping, or discharge of any substance into or onto any open space areas. In addition, the following activities shall be prohibited in all open space area:

- (a) Dumping or storing of any material or refuse;
- (b) Activity that may cause risk of soil erosion or threaten any living plant material;
- (c) Cutting or removal of live plant material except for removal of dying or diseased vegetation;
- (d) Use of motorized off road vehicles; and
- (e) Use of pesticides, herbicides or fertilizers within the open space.

Section 25. Reserved Rights of Developer.

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

(b) Developer's Rights in Furtherance of Development and Sales. None of the restrictions contained in this Article shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Construction and Sales Period or of The Bluffs at Gateway Condominium Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation, as the same may be amended from time to time, provided that such activities or signs or billboards are in compliance with City regulations.

(c) Right to Receive Minutes. After the transitional control date and prior to the expiration of the Construction and Sales Period, the Developer, or its successors and assigns, upon written request to the Board of Directors of The Bluffs at Gateway Condominium Association, shall have the right to be provided with copies of all minutes of annual, special or regular meetings of the Board of Directors and of the members of the Association.

(d) **Sales - Business Office.** Notwithstanding anything to the contrary elsewhere herein contained, Developer shall have the right to maintain a sales office, a business office, a construction office, model units, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to facilitate the construction and sale of the entire Project. During the Construction and Sales Period, the Developer or other entity shall be responsible for all costs related to sales and business offices as provided under this section including all costs related to Units and Common Elements used by the Developer or other entity in furtherance of the construction and sale of the Project. Developer may assign these rights during the Construction and Sales Period. Developer shall restore the areas so utilized under this section, whether used by the Developer or by its assignee(s), to habitable status upon termination of use, and such costs required to restore it shall be chargeable to the Developer by The Bluffs at Gateway Condominium Association.

(e) **Commercial Use of Project.** The Developer shall have the exclusive right to grant permission for the Common Elements and exteriors of the structures of the Project which can be viewed from the Common Elements, streets, alleys, or the air, to be used as a motion picture set, background, stage, sound stage, studio, painting, photograph, image, or location for any commercial media production or use, without the consent of, or payment to, the Co-owners or The Bluffs at Gateway Condominium Association. The Developer may collect a fee for its consent to use such images or for providing support services to photographers or others. The exercise of this right shall not interfere with normal and customary rights of architects and design professionals who designed the Project. The consent of the Developer shall not be required for the use of the Project as set forth above in connection with any news or feature coverage, for educational purposes, for individual non-commercial use, or for any governmental agency purposes. The Developer reserves the right to use, and assign the right to use, the Project's name, images and other features unique to the Project. None of the above rights are intended to prevent a Unit Co-owner from granting independent permission for use of his individual Unit for such purposes provided such use is permitted elsewhere under these Bylaws.

(t) **Enforcement of Bylaws.** The Condominium Project shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private, residential community for the benefit of the Co-owners and all persons interested in the Condominium. If at any time The Bluffs at Gateway Condominium Association fails or refuses to carry out its obligation to maintain, repair, replace and landscape in a manner consistent with the maintenance of such high standards, then Developer, or any entity to which it may assign this right, at its option, may elect to maintain, repair and/or replace any Common Elements and/or to do any landscaping required by these Bylaws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws throughout the Construction and Sales Period notwithstanding that it may no longer own a Unit in the Condominium, which right of enforcement shall include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws.

Section 26. Waiver. During the Development and Sales Period, the Developer, and thereafter The Bluffs at Gateway Condominium Association, may waive the restrictions contained herein if it reasonably determines that the harmony and appearance of the community will not be adversely affected thereby.

Section 27. Disposition of Interest in Unit by Sale or Lease. No Co-owner may dispose of a Unit in the Condominium, or any interest therein, by a sale or lease without complying with the following terms or conditions:

(a) Notice to Association: Co-owner to Provide Condominium Documents to Purchaser or Tenant. A Co-owner intending to make a sale or lease of a Unit in the Condominium, or any interest therein, shall give written notice of such intention delivered to The Bluffs at Gateway Condominium Association at its registered office and shall furnish the name and address of the intended purchaser or lessee and such other information as the Association may reasonably require. Prior to the sale or lease of a Unit, the selling or leasing Co-owner shall provide a copy of the Condominium Master Deed (including Exhibits "A" and "B" thereto), the Articles of Incorporation of the Association, the rules and regulations, and any amendments to any of the forgoing documents, to the proposed purchaser or lessee. In the event a Co-owner shall fail to notify the Association of the proposed sale or lease or in the event a Co-owner shall fail to provide the prospective purchaser or lessee with a copy of the Master Deed and other documents referred to above, such Co-owner shall be liable for all costs and expenses, including attorney fees, that may be incurred by the Association as a result thereof or by reason of any noncompliance of such purchaser or lessee with the terms, provisions and restrictions set forth in the Master Deed; provided, however, that this provision shall not be construed so as to relieve the purchaser or lessee of his obligations to comply with the provisions of the Condominium Documents.

(b) Developer and Mortgagees not Subject to Section. The Developer shall not be subject to this Section in the sale or, except to the extent provided in Article VI, Section 2(b), the lease of any Unit in the Condominium which it owns, nor shall the holder of any mortgage which comes into possession of a Unit pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed in lieu of foreclosure, be subject to the provisions of this Section 19.

Section 28. Security. The Bluffs at Gateway Condominium Association may, but shall not be obligated to, maintain or support certain activities within the Project designed to make the Project safer than it otherwise might be. NEITHER THE ASSOCIATION, THE DEVELOPER, NOR ANY SUCCESSOR DEVELOPER OR BUILDER SHALL IN ANYWAY BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN THE PROJECT, AND NEITHER THE ASSOCIATION, THE DEVELOPER, NOR ANY SUCCESSOR DEVELOPER OR BUILDER SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN.

Section 29. Declaration. All of the terms, conditions, restrictions and easements set forth in the Declaration as defined in Article XIII of the Master Deed are incorporated herein by reference. The Condominium Project and all Units are subject to its terms.

Section 30. Commercial Planned Development Agreement. All of the terms, conditions, restrictions and easements set forth in the Commercial Planned Development Agreement as defined in Article XIII of the Master Deed are incorporated herein by reference. The Condominium Project and all Units are subject to its terms.

ARTICLE VII MORTGAGES

Section 1. Notice to Association. Any Co-owner who mortgages his Unit shall notify The Bluffs at Gateway Condominium Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units." The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the

Co-owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Project written notification of any default in the performance of the obligations of the Co-owner of such Unit that is not cured within 60 days.

Section 2. Insurance. The Bluffs at Gateway Condominium Association shall notify each mortgagee appearing in said book of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage.

Section 3. Notification of Meetings. Upon request submitted to The Bluffs at Gateway Condominium Association, any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting.

ARTICLE VIII VOTING

Section 1. Vote. Except as limited in these Bylaws, Co-owners of each Condominium Unit shall be entitled to one vote for each Condominium Unit owned.

Section 2. Eligibility to Vote. No Co-owner, other than the Developer, shall be entitled to vote at any meeting of The Bluffs at Gateway Condominium Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. Except as provided in Article XI, Section 2 of these Bylaws, no Co-owner, other than the Developer, shall be entitled to vote prior to the date of the First Annual Meeting of members held in accordance with Section 2 of Article XI. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 3 of this Article VIII below or by a proxy given by such individual representative. The Developer shall be the only person entitled to vote at a meeting of the Association until the First Annual Meeting of members and shall be entitled to vote during such period notwithstanding the fact that the Developer may own no Units at some time or from time to time during such period. At and after the First Annual Meeting the Developer shall be entitled to one vote for each Unit that it owns. If, however, the Developer elects to designate a director (or directors) pursuant to its rights under Article XI, Section 2 (c)(i) or (ii) hereof, it shall not then be entitled to also vote for the non-developer directors.

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

Section 4. Quorum. The presence in person or by proxy of 35% of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of The Bluffs at Gateway Condominium Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. The written vote of any person furnished at or prior to any duly

called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

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

Section 6. Majority. A majority, except where otherwise provided herein, shall consist of more than 50% of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members The Bluffs at Gateway Condominium Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth of designated voting representatives present in person or by proxy, or by written vote, if applicable, at a given meeting of the members of the Association.

ARTICLE IX MEETINGS

Section 1. Place of Meeting. Meetings of The Bluffs at Gateway Condominium Association shall be held at the principal office of the Association or at such other suitable place convenient to the Co-owners as may be designated by the Association. Meetings of the Association shall be conducted in accordance with Roberts Rules of Order, or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Condominium Documents (as defined in the Master Deed) or the laws of the State of Michigan.

Section 2. First Annual Meeting. The First Annual Meeting of members of The Bluffs at Gateway Condominium Association may be convened only by Developer and may be called at any time after more than 50% of the Units that may be created in The Bluffs at Gateway Condominium have been conveyed and the purchasers thereof qualified as members of the Association. In no event, however, shall such meeting be called later than 120 days after the conveyance of legal or equitable title to non-developer Co-owners of 75% of all Units that may be created or 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, whichever first occurs. Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting of members and no such meeting shall be construed as the First Annual Meeting of members. The date, time, and place of such meeting shall be set by the Association, and at least 10 days' written notice thereof shall be given to each Co-owner. The phrase "Units that may be created" as used in this paragraph and elsewhere in the Condominium Documents refers to the maximum number of Units that the Developer is permitted under the Condominium Documents to include in the Condominium.

Section 3. Annual Meetings. Annual meetings of members of The Bluffs at Gateway Condominium Association shall be held within the month of April each succeeding year after the year in which the First Annual Meeting is held, at such time and place as shall be determined by the Association; provided, however, that the second annual meeting shall not be held sooner than eight months after the date of the First Annual Meeting. At such meetings there shall be elected by ballot of the Co-owners a board of directors in accordance with the requirements of Article XI of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the Co-owners as directed by resolution of the Board of Directors or upon a petition signed by 1/3 of the

Co-owners presented to the Secretary of The Bluffs at Gateway Condominium Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof and must be sent with 14 days of the calling for a special meeting. No business shall be transacted at a special meeting except as stated in the notice. Any special meeting shall be held within 30 days following issuance of the notice.

Section 5. Notice of Meetings. It shall be the duty of the Secretary (or other The Bluffs at Gateway Condominium Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each Co-owner of record, at least 10 days but not more than 60 days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association by Article VIII, Section 3 of these Bylaws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, shall be deemed due notice.

Section 6. Adjournment. If any meeting of Co-owners cannot be held because a quorum is not in attendance, the Co-owners who are present may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

Section 7. Order of Business. The order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspectors of election (at annual meetings or special meetings held for the purpose of electing directors or officers); (g) election of directors (at annual meeting or special meetings held for such purpose); (h) unfinished business; and (i) new business. Meetings of members shall be chaired by the most senior officer of The Bluffs at Gateway Condominium Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be president, vice president, secretary and treasurer.

Section 8. Action Without Meeting. Any action which may be taken at a meeting of the members (except for the election or removal of directors) may be taken without a meeting by written ballot of the members. Ballots shall be solicited in the same manner as provided in Section 5 for the giving of notice of meetings of members. Such solicitations shall specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt, within the time period specified in the solicitation, of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

Section 9. Consent of Absentees. The transactions at any meeting of members, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy; and if, either before or after the meeting, each of the members not present in person or by proxy signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 10. Minutes; Presumption of Notice. Minutes or a similar record of the proceedings of meetings of members, when signed by the president and secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

ARTICLE X ADVISORY COMMITTEE

Within 1 year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within 120 days after conveyance to purchasers of 1/3 of the total number of Units that may be created, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least three non-developer Co-owners. The Committee shall be established and perpetuated in any manner the Developer deems advisable. The advisory committee shall meet with the Board of Directors. The purpose of the Advisory Committee shall be to facilitate communications between The Bluffs at Gateway Condominium Association and the other Co-owners and to aid in the transition of control of the Association from the Developer to purchaser Co-owners. The Advisory Committee shall cease to exist automatically when the non-developer Co-owners have the voting strength to elect a majority of the board of directors of the Association. The Developer may remove and replace at its discretion at any time any member of the Advisory Committee that the Developer appointed.

ARTICLE XI BOARD OF DIRECTORS

Section 1. Number and Qualification of Directors. The board of directors shall be comprised of three members, all of whom must be members of The Bluffs at Gateway Condominium Association or officers, partners, trustees, employees or agents of members of the Association, except for the first board of directors. The Board, by affirmative vote of a majority of Co-owners and irrespective of any personal interest of any of them, may establish reasonable compensation of Directors for services to the Association as Directors or Officers After the First Annual Meeting, the number of directors may be increased or decreased by the action of the Board of Directors, however the Board shall maintain a minimum of three directors.

Section 2. Election of Directors.

(a) First Board of Directors. The first board of directors, or its successors as selected by the Developer, shall manage the affairs of The Bluffs at Gateway Condominium Association until the appointment of the first non-developer director to the board. Thereafter, elections for non-developer Co-owner directors shall be held as provided in subsections (b) and (c) below.

(b) Appointment of Non-developer Co-owners to Board Prior to First Annual Meeting. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 25% of the Units that may be created, one of the directors shall be selected by non-developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 50% of the Units that may be created, 33 1/3 % of the directors shall be elected by non-developer Co-owners. When the required percentage of conveyances has been reached, the Developer shall notify the non-developer Co-owners and convene a meeting so that the Co-owners can elect the required director or directors, as the case may be. Upon certification by the Co-owners to the Developer of the director or directors so elected, the Developer shall then immediately appoint such director or directors to the board to serve until the First Annual

Meeting of members unless he is removed pursuant to Section 7 of this Article or he resigns or becomes incapacitated.

(c) Election of Directors at and After First Annual Meeting.

(i) Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 75% of the Units that may be created, the non-developer Co-owners shall elect all directors on the board, except that the Developer shall have the right to designate at least one director as long as the Units that remain to be created and conveyed equal at least 10% of all Units that may be created in the Project. Such Developer designee, if any, shall be one of the total number of directors referred to in Section 1 above and shall serve a one-year term pursuant to subsection (iv) below. Whenever the 75% conveyance level is achieved, a meeting of Co-owners shall be promptly convened to effectuate this provision, even if the First Annual Meeting has already occurred.

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

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

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

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

Section 3. Powers and Duties. The board of directors shall have the powers and duties necessary for the administration of the affairs of The Bluffs at Gateway Condominium Association and may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by the Co-owners. Any action required by the Condominium Documents to be done by the Association shall be performed by action of the board of directors unless specifically required to be done by, or with the approval of, the Co-owners.

Section 4. Other Duties. In addition to the foregoing duties imposed by these Bylaws or any further duties which may be imposed by resolution of the members of The Bluffs at Gateway Condominium Association, the board of directors shall be responsible specifically for the following:

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

(b) To levy and collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.

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

(d) To rebuild improvements after casualty.

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

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

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

(h) To make rules and regulations in accordance with Article VI of these Bylaws.

(i) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board.

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

(k) To collect from each Co-owner the annual assessment levied against him by the Association and to pay over all such assessments to said Community Association.

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

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

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

Section 8. First Meeting. The first meeting of a newly elected board of directors shall be held within ten days of election at such place as shall be fixed by the directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing a majority of the whole board shall be present.

Section 9. Regular Meetings. Regular meetings of the board of directors may be held at such times and places as shall be determined from time to time by a majority of the directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the board of directors shall be given to each director personally, by mail, telephone, or telegraph, at least ten days prior to the date named for such meeting.

Section 10. Special Meetings. Special meetings of the board of directors may be called by the president on three-day notice to each director given personally, by mail, telephone, or telegraph, which notice shall state the time, place, and purpose of the meeting. Special meetings of the board of directors shall be called by the president or secretary in like manner and on like notice on the written request of two directors.

Section 11. Waiver of Notice. Before or at any meeting of the board of directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the board shall be deemed a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the board, no notices shall be required and any business may be transacted at such meeting.

Section 12. Quorum. At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the board of directors. If, at any meeting of the board of directors, less than a quorum is present, the majority of those present may adjourn the meeting to a subsequent time upon 24-hour prior written notice delivered to all directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such director for purposes of determining a quorum.

Section 13. First Board of Directors. The actions of the first board of directors of The Bluffs at Gateway Condominium Association or any successors thereto selected or elected before the Transitional Control Date shall be binding upon the Association so long as such actions are within the scope of the powers and duties which may be exercised generally by the board of directors as provided in the Condominium Documents.

Section 14. Fidelity Bonds. The Bluffs at Gateway Condominium Association shall require that all office employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

ARTICLE XII OFFICERS

Section 1. Officers. The principal officers of The Bluffs at Gateway Condominium Association shall be a President, a Vice President, a Secretary and a Treasurer who shall be members of the Board of Directors. The Directors may appoint an assistant treasurer, and an assistant secretary, who shall not be members of the Board and such other officers as in their judgment may be necessary. Any two offices except that of President and Vice President may be held by one person.

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

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

(c) **Secretary.** The secretary shall be responsible for keeping the minutes of all meetings of the board of directors and the minutes of all meetings of the members of The Bluffs at Gateway

Condominium Association; he shall have charge of the corporate seal, if any, and of such books and papers as the board of directors may direct; and he shall, in general, perform all duties incident to the office of the secretary.

(d) Treasurer. The treasurer shall have responsibility for The Bluffs at Gateway Condominium Association's funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time to time, be designated by the board of directors.

Section 2. Election. The officers of The Bluffs at Gateway Condominium Association shall be elected annually by the board of directors at the organizational meeting of each new board and shall hold office at the pleasure of the board.

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

Section 4. Duties. The officers shall have such other duties, powers and responsibilities, as shall, from time to time, be authorized by the board of directors.

ARTICLE XIII SEAL

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

ARTICLE XIV FINANCE

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

Section 2. Fiscal Year. The fiscal year of The Bluffs at Gateway Condominium Association shall be an annual period commencing on such date as may be initially determined by the directors. The

commencement date of the fiscal year shall be subject to change by the directors for accounting reasons or other good cause.

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

ARTICLE XV INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. Third Party Actions. To the fullest extent permitted by the Michigan Non-profit Corporation Act, The Bluffs at Gateway Condominium Association shall, subject to Section 5 below, indemnify any person who was or is a party defendant or is threatened to be made a party defendant to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a Director or officer of the Association, or is or was serving at the request of the Association as a Director, officer, member of the Architectural Review Committee, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including actual and reasonable attorney fees), judgments, fines and amounts reasonably paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association or its members, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption (a) that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association or its members, and, (b) with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his conduct was unlawful.

Section 2. Actions in the Right of the Association. To the fullest extent permitted by the Michigan Non-profit Corporation Act, The Bluffs at Gateway Condominium Association shall, subject to Section 5 below, indemnify any person who was or is a party defendant to or is threatened to be made a party defendant of any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a Director or officer of the Association, or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including actual and reasonable attorney fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit and amounts reasonably paid in settlement if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association or its members, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Association unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 3. Insurance. The Bluffs at Gateway Condominium Association shall purchase and maintain insurance on behalf of any person who is or was a Director, employee or agent of the

Association, or is or was serving at the request of the Association as a Director, officer, employee or agent against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have power to indemnify him against such liability under Sections 1 and 2. In addition, the Association may purchase and maintain insurance for its own benefit to indemnify it against any liabilities it may have as a result of its obligations of indemnification made under Sections 1 and 2.

Section 4. Expenses of Successful Defense. To the extent that a person has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Sections 1 and 2, or in defense of any claim, issue, or matter therein, or to the extent such person incurs expenses (including actual and reasonable attorney fees) in successfully enforcing the provisions of this Article, he shall be indemnified against expenses (including reasonable attorney fees) actually and reasonably incurred by him in connection therewith.

Section 5. Determination that Indemnification is Proper. Any indemnification under Sections 1 and 2 (unless ordered by a court) shall be made by The Bluffs at Gateway Condominium Association only as authorized in the specific case upon a determination that indemnification of the person is proper under the circumstances, because he has met the applicable standard of conduct set forth in Section 1 or 2, whichever is applicable. Notwithstanding anything to the contrary contained in this Article, in no event shall any person be entitled to any indemnification under the provisions of this Article if he is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties. The determination to extend such indemnification shall be made in any one (1) of the following ways:

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

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

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

If The Bluffs at Gateway Condominium Association determines that the full indemnification is not proper under Sections 1 or 2, it may nonetheless determine to make whatever partial indemnification it deems proper. At least ten (10) days prior to the payment of any indemnification claim which is approved, the Board of Directors shall provide all Co-owners with written notice thereof.

Section 6. Expense Advance. Expenses incurred in defending a civil or criminal action, suit or proceeding described in Section 1 and 2 may be paid by The Bluffs at Gateway Condominium Association in advance of the final disposition of such action, suit, or proceeding as provided in Section 4 upon receipt of an undertaking by or on behalf of the person involved to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association. At least ten (10) days prior to advancing any expenses to any person under this Section 6, the Board of Directors shall provide all Co-owners with written notice thereof.

Section 7. Former Representatives, Officers, Employees or Agents. The indemnification provided in this Article shall continue as to a person who has ceased to be a Director, officer, employee or

agent of The Bluffs at Gateway Condominium Association and shall inure the benefit of the heirs, executors and administrators of such person.

Section 8. Changes in Michigan Law. In the event of any change of the Michigan statutory provisions applicable to The Bluffs at Gateway Condominium Association relating to the subject matter of this Article, the indemnification to which any person shall be entitled hereunder arising out of acts or omissions, occurring after the effective date of such amendment shall be determined by such changed provisions. No amendment to or repeal of Michigan law with respect to indemnification shall restrict the Association's indemnification undertaking herein with respect to acts or omissions occurring prior to such amendment or repeal. The Board of Directors is authorized to amend this Article to conform any such changed statutory provisions.

ARTICLE XVI AMENDMENTS

These Bylaws may be amended as provided under the Master Deed with the consent of the Co-owners and mortgagees, except as hereinafter set forth:

Section 1. Proposal. Amendments to these Bylaws may be proposed by The Bluffs at Gateway Condominium Association acting upon the vote of the majority of the directors or may be proposed by 1/3 or more of the Co-owners by instrument in writing signed by them. A person causing or requesting an amendment to the Bylaws shall be responsible for costs and expenses of the amendment, except for amendments based upon a vote of a prescribed majority of Co-owners and mortgagees or based upon the advisory committee's decision, the costs of which are expenses of administration.

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

Section 3. Voting. These Bylaws may be amended by the Co-owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than 2/3 vote of all Co-owners. No consent of mortgagees shall be required to amend these Bylaws unless such amendment would materially alter or change the rights of such mortgagees, in which event the approval of 2/3 vote of the mortgagees shall be required, with each mortgagee to have one vote for each first mortgage held. Mortgagees need not appear at any meeting of Co-owners, except that their approval shall be solicited through written ballots. To the extent that a vote of mortgagees of Units is required for the amendment of these Bylaws, the procedure described in Section 90a of the Act, MCL 559.190a shall be followed.

Section 4. By Developer. Prior to the Transitional Control Date, these Bylaws may be amended by the Developer without approval from any other person so long as any such amendment does not materially alter or change the right of a Co-owner or mortgagee.

Section 5. When Effective. Any amendment to these Bylaws shall become effective upon recording of such amendment in the office of the Wayne County Register of Deeds.

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

Section 7. Township Approval. No amendment may be made to these Bylaws that affect any approvals granted by the City of Romulus unless the proposed amendment has been approved in writing by the City. A time stamped copy of any Amendment to these Bylaws shall be supplied to the City at the time of recording.

ARTICLE XVII COMPLIANCE

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

ARTICLE XVIII DEFINITIONS

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

ARTICLE XIX REMEDIES FOR DEFAULT

Any default by a Co-owner shall entitle The Bluffs at Gateway Condominium Association or another Co-owner or Co-owners to the following relief:

Section 1. Legal Action. Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment), or any combination thereof, and such relief may be sought by The Bluffs at Gateway Condominium Association or, if appropriate, by an aggrieved Co-owner or Co-owners.

Section 2. Recovery of Costs. In any proceeding arising because of an alleged default by any Co-owner, non-Co-owner resident, or guest, The Bluffs at Gateway Condominium Association, if successful, shall be entitled to recover the costs of the proceeding, including pre-litigation costs and actual reasonable attorney's fees (not limited to statutory fees) as may be determined by the court, but in no event shall any Co-owner be entitled to recover such costs or attorney fees against the Association. In addition, in cases where the Association must defend an action brought by any Co-owner(s), the Association, if successful, shall be entitled to recover the costs of the proceeding and actual reasonable attorney fees (not limited to statutory fees), incurred in obtaining compliance, but in no event shall any Co-owner be entitled to recover such costs or attorney's fees against the Association. The Association, if successful, shall be entitled to recoup the costs and actual reasonable attorney fees incurred in defending any claim, counterclaim, or other matter from the Co-owner(s) asserting the claim, counterclaim, or other matter.

Section 3. Removal and Abatement. The violation of any of the provisions of the Condominium Documents shall also give The Bluffs at Gateway Condominium Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements or into any Unit, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

Section 4. Assessment of Fines. The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by The Bluffs at Gateway Condominium Association of monetary fines for such violations in accordance with Article XX of these Bylaws.

Section 5. Non-waiver of Right. The failure of The Bluffs at Gateway Condominium Association, the City, or of any Co-owner to enforce any right, provision, covenant, or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association, the City, or of any such Co-owner to enforce such right, provision, covenant, or condition in the future.

Section 6. Cumulative Rights, Remedies and Privileges. All rights, remedies and privileges granted to The Bluffs at Gateway Condominium Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants, or conditions of the aforesaid Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be available to such party at law or in equity.

Section 7. Enforcement of Provisions of Condominium Documents. A Co-owner may maintain an action against The Bluffs at Gateway Condominium Association and its officers and directors to compel such persons to enforce the terms and provisions of the Condominium Documents. A Co-owner may maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act. In any proceeding brought by a Co-owner against the Association, or its officers and directors under this Section, the Association, or its officers and directors, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees (not limited to statutory fees) as may be determined by the court, but in no event shall any Co-owner be entitled to recover such attorney's fees.

ARTICLE XX ASSESSMENT OF FINES

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

Section 2. Procedures. Upon any such violation being alleged by The Bluffs at Gateway Condominium Association, the following procedures will be followed:

(a) Notice. Notice of the violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense set forth with such

reasonable specificity as will place the Co-owner on notice as to the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the representative of said Co-owner at the address as shown in the notice required to be filed with The Bluffs at Gateway Condominium Association pursuant to Article VIII, Section 3 of these Bylaws.

(b) Opportunity to Defend. The offending Co-owner shall have an opportunity to appear before The Bluffs at Gateway Condominium Association and offer evidence in defense of the alleged violation. The appearance before the Association shall be at its next scheduled meeting, but in no event shall the Co-owner be required to appear less than ten days from the date of the notice.

(c) Default. Failure to respond to the notice of violation constitutes a default.

(d) Hearing and Decision. Upon appearance by the Co-owner before the Board and presentation of evidence of defense, or, in the event of the Co-owner's default, The Bluffs at Gateway Condominium Association shall, by majority vote of a quorum of the board, decide whether a violation has occurred. The Association's decision is final.

Section 3. Amounts. Upon violation of any of the provisions of the Condominium Documents and after default of the offending Co-owner or upon the decision of The Bluffs at Gateway Condominium Association as recited above, the following fines shall be levied:

(a) First Violation. No fine shall be levied.

(b) Second Violation. Twenty-Five Dollar (\$25.00) fine.

(c) Third Violation. Fifty Dollar (\$50.00) fine.

(d) Fourth Violation and Subsequent Violations. One Hundred Dollar (\$100.00) fine.

The Board of Directors may change this schedule of fines by a resolution of the Board. Notwithstanding anything stated in these Bylaws to the contrary, a change in this schedule of fines may be made by Board resolution and will not require that an amendment to these Bylaws be adopted or recorded. Furthermore, should the Board of Directors adopt an appropriate resolution, this schedule of fines may escalate to keep pace with adjustments to the Consumer Price Index as announced by the Bureau of Labor Statistics which Index shall be the index published to the metropolitan statistical area in which the Project is located.

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

ARTICLE XXI RIGHTS RESERVED TO DEVELOPER

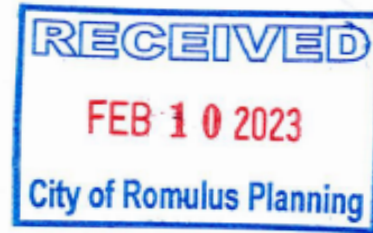
Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to The Bluffs at Gateway Condominium Association but the assignee shall be responsible for any and all obligations of the Developer in the Condominium Documents. Any such assignment or transfer shall be made by appropriate

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

ARTICLE XXII

SEVERABILITY

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



**MASTER DEED OF OAKMONT AT GATEWAY
(Pursuant to the Condominium Act, PA 59 of 1978 as amended;
MCL 559.101 et seq.)**

Wayne County Condominium Subdivision Plan No. _____containing:

1. Master Deed establishing Oakmont at Gateway;
2. Exhibit A to Master Deed: Condominium Bylaws; and
3. Exhibit B to Master Deed: Condominium Subdivision Plan.

The above-mentioned exhibits are incorporated into and made a part of this Master Deed.

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

This document is drafted by and after recording return to:

Enrico E. Soave, Esq.
Kucyk, Soave, & Fernandes, PLLC.
37771 Seven Mile Road, Suite C
Livonia, Michigan 48152

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Exhibit A—Condominium Bylaws of Oakmont at Gateway

Exhibit B—Condominium Subdivision Plan for Oakmont at Gateway

MASTER DEED of OAKMONT AT GATEWAY

This Master Deed is signed and delivered on _____, 2022, by INFINITY-GATEWAY, LLC, a Michigan limited liability company, 42400 Grand River Avenue, Suite 112, Novi, Michigan 48375 (Developer), on the terms and conditions set forth below.

Section 1. ESTABLISHMENT OF CONDOMINIUM

1.1 Project. Developer is engaged in the development of a 92 Unit site condominium project known as Oakmont at Gateway (the Project), in the City of Romulus, Wayne County, Michigan, on a parcel of land as described in Section 2 below.

1.2 Establishment of Condominium. Developer desires, by recording this Master Deed together with the Condominium Bylaws attached as Exhibit A and the Condominium Subdivision Plan attached as Exhibit B to establish the real property described in Section 2 below (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 single family residential site condominium. The Condominium units that may be developed in the Project, including the number, boundaries, dimensions, and area of each unit (Unit), are shown on the Condominium Subdivision Plan set forth in Exhibit B hereof. Each of the Units is capable of individual use by reason of having its own entrance from and exit to 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 legally described as follows:

LEGAL DESCRIPTION

PART OF THE NORTHEAST 1/4 OF SECTION 3, T. 3 S., R. 9 E., CITY OF ROMULUS, WAYNE COUNTY, MICHIGAN MORE FULLY DESCRIBED AS COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 3, THENCE S 00°23'37" W 1,319.69 FEET ALONG THE EAST LINE OF SAID SECTION 3; THENCE N 89°36'23" W 60.00 FEET; THENCE THE FOLLOWING THREE (3) COURSES ALONG THE NORTH LINE OF THE FAIRWAYS AT GATEWAY SUB. NO. 3 ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 119 OF PLATS, PAGES 37-43 INCLUSIVE, ALSO RECORDED AS THE PONDS AT GATEWAY CONDOMINIUM, WAYNE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 700 RECORDED IN LIBER 37840, PAGES 1-51 INCLUSIVE AND AS AMENDED LIBER 41608, PAGES 5-7 INCLUSIVE, N 89°36'23" W 114.22 FEET AND N 00°23' 37" E 116.31 FEET AND N 80°52'32" W 134.85 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH LINE THE FOLLOWING TWELVE (12) COURSES N 80°52'32" W 203.96 FEET AND S 81°00'00" W 213.53 FEET AND S 81°02'17" W 60.00 FEET AND S 83°18'02" W 131.66 FEET AND S 86°57'30" W 117.28 FEET AND N 89°35'43" W 117.28 FEET AND N 86°01'09" W 127.34 FEET AND N 84°30'40" W 148.20 FEET AND S 86°51'41" W 171.49 FEET AND S 74°48'32" W 238.74 FEET AND 16.40 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT, RADIUS 330.00 FEET, CENTRAL ANGLE 02°50'49", CHORD LENGTH 16.40 FEET AND A CHORD BEARING OF S 16°36'52" E AND S 65°00'00" W 135.29 FEET; THENCE N 05°40'00" W 591.61 FEET; THENCE N 14°10'30" E 161.49 FEET; THENCE N 39°51'32" E 162.41 FEET; THENCE N 66°40'06" E 160.94 FEET; THENCE N 81°50'00" E 507.25 FEET; THENCE S 77°21'00" E 161.64 FEET; THENCE S 48°47'59" E 160.77 FEET; THENCE S 35°50'00" E 333.73 FEET; THENCE N 81°00'00" E 129.52 FEET; THENCE S 32°29'32" E 546.77 FEET TO THE POINT OF BEGINNING.
CONTAINING 25.26 ACRES.

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 local units of

governments for utilities, 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 Exhibit 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 Oakmont at Gateway 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, PA 59 of 1978; MCL 559.101 et seq.
- b. *Association or Association of Owners* means Oakmont at Gateway 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 Exhibit 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 Exhibits, 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 an 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 Exhibit B to this Master Deed, which are 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 Infinity- Gateway, LLC, a Michigan limited liability company, which has signed, delivered, and recorded this Master Deed, and its successors and assigns.

l. *Development and Sales Period* means the period continuing for as long as Developer or its successors continue to own and offer for sale any Unit 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. Local unit of government means the City of Romulus of Charter County of Wayne

o. *Master Deed* means this document, together with the exhibits 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 Oakmont at Gateway, a residential site condominium development of ninety-two (92) 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 the following:

- 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 Exhibit 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 non-public 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 for the Common Elements, if any, 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; Excluding the waterlines owned by the City of Romulus located in the road right of way built by the Developer to the standards of the City of Romulus
- 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; Excluding the sewer lines owned by the City of Romulus located on the road right of way built by the Developer to the standards of the City of Romulus
- g. **Storm Drainage.** the storm drainage and water retention system throughout the Project;
- 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;

k. **Delivery Boxes.** the mail and delivery boxes that are to be located on the General Common Elements to serve and be utilized by the Unit Owners; and

l. **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 unit of government or 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 unit of government or 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 Exhibit B, including all utility and supporting lines located on or beneath that land;

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

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

e. **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

f. **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, replacement, and snow removal of all Common Elements, open spaces, appurtenant structures, other than that described above, shall be the responsibility of the Association, except for the repair or replacement of a Common Element 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 Separability. Except as provided in this Master Deed, Condominium Units shall not be separable from their appurtenant Common Elements, and neither shall be used in any manner inconsistent with the purposes of the Project or in any other way that might interfere with or impair the rights of other Owners in the use and enjoyment of their Units or their appurtenant Common Elements.

Section 5. UNITS

5.1 Description of Units. The Condominium consists of 92 Units numbered 1 through 92 inclusive. 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 Exhibit B, together with all appurtenances to the Unit.

5.2 Percentage of Value. The total percentage value of the Project is 100, and the Percentage of Value assigned to each of the Condominium Units in the Project shall be equal to every other Unit. The determination that Percentages of Value for all Units should be equal was made after reviewing the comparative characteristics of each Unit, including those that may affect maintenance costs, and concluding that the Units should each have an equal Percentage of Value. The Percentage of Value assigned to each Unit shall be changed only in the manner permitted by Section 10, expressed in an Amendment to this Master Deed and recorded in the register of deeds office in the county where the Project is located.

5.3 Unit Modification. The number, size, style, boundary, or location of a Unit or of any Limited Common Element appurtenant to a Unit may be modified from time to time by Developer or its successors without the consent of any Owner, mortgagee (except as provided in the Act), or other interested person, so long as the modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy, or other significant attribute of any Unit that adjoins or is proximate to the modified Unit or Limited Common Element. However, no Unit that has been sold or is subject to a binding Purchase Agreement shall be modified without the consent of the Owner or Purchaser and the mortgagee of the Unit. Developer may also, in connection with any modification, readjust Percentages of Value for all Units in a manner that gives reasonable recognition to the changes based on the method of original determination of Percentages of Value for the Project. All Owners, mortgagees of Units, and other persons interested or to become interested in the Project from time to time shall be deemed to have granted a Power of Attorney to Developer and its successors for any purpose that is similar in nature and effect to that described in Section 4.5 of this Master Deed.

Section 6. EXPANDABILITY OF THE CONDOMINIUM

The Condominium is not an expandable project under the Michigan Condominium Act.

Section 7. CONTRACTIBILITY OF CONDOMINIUM

7.1 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.

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

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

7.4 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 8. CONVERTIBLE AREAS

The Condominium does not have any convertible areas.

Section 9. EASEMENTS

9.1 Easements for Maintenance and Repair. If any portion of a Unit or Common Element encroaches on another Unit or Common Element due to the shifting, settling, or moving of a building or due to survey errors or construction deviations, reciprocal easements shall exist for the maintenance of the encroachment for so long as the encroachment exists and for the maintenance of the encroachment after rebuilding in the event of destruction. 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 or private 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.

- a. Ingress/Egress Easement.** The roadways that service the Condominium Project are intended to be public.

9. 2 Easements Reserved by Developer. Developer reserves nonexclusive easements for the benefit of itself and its successors and assigns, which may be used at any time or times,

- a. to use, improve, or extend all roadways, drives, and walkways in the Project for the purpose of ingress and egress to and from any Unit or real property owned by it and to and from all or any portion of the land described in Section 6 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.

9. 3 Easements Reserved to Homeowners Association. Over and through unit 92 as provided in the deed by the Developer conveying lot 92

Section 10. AMENDMENT, TERMINATION, AND WITHDRAWAL

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

10.2 Postconveyance Amendments. If there is an Owner other than Developer, the recordable or recorded 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 Exhibits A and B shall not be amended nor shall provisions be modified in any way without the written consent of Developer or its successors or assigns.

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

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

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

b. **Real Property Ownership.** On recordation of a document terminating the Project, the property constituting the Condominium shall be owned by the Owners as tenants in common in proportion to their respective undivided interests in the Common Elements immediately before recordation. As long as the tenancy in common lasts, each Owner and their heirs, successors, or assigns shall have an exclusive right of occupancy of that portion of the property that formerly constituted their Condominium Unit.

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

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

10.4 Withdrawal of Property. 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 (a) the 10-year period set forth above or (b) 6 years after the date Developer exercised its rights with respect to 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. If Developer does not withdraw the undeveloped portions of the Project from the Project before the time periods expire, those undeveloped lands shall remain part of the Project as General Common Elements, and all rights to construct Units on that land shall cease.

Section 11. ASSIGNMENT OF DEVELOPER RIGHTS

Developer may assign any or all of the rights and powers granted to or reserved by Developer in the Condominium Documents or by law, including without limitation the power to approve or to disapprove any act, use, or proposed action, to any other entity or person, including the Association, but the assignee shall be responsible for any and all obligations of the Developer in the Condominium Documents. 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 set forth below.

DEVELOPER: INFINITY-GATEWAY,
LLC.,
a Michigan Limited Liability Company

/s/_____

By: Rino Soave

Its: Member

Date:_____

STATE OF MICHIGAN)
WAYNE COUNTY)

Acknowledged before me in Wayne County, Michigan on _____, by Leo Soave, Member of Infinity- Gateway LLC, a Michigan limited liability company, on behalf of the company.

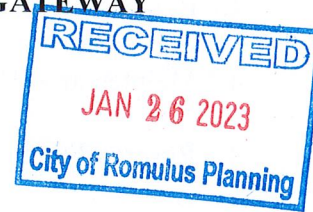
/s/ _____

Notary Public:

Notary public, State of Michigan, County of _____.

**EXHIBIT A
CONDOMINIUM BYLAWS OF OAKMONT AT GATEWAY**

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CONDOMINIUM BYLAWS

Section 1. ASSOCIATION OF OWNERS

1.1 Organization. Oakmont at Gateway is a residential site condominium project located in the City of Romulus, Wayne County, Michigan, being developed in a single phase, to comprise of ninety-two (92) building sites. On the recording of the Master Deed, the management, maintenance, operation, and administration of the Project shall be vested in an Association of Owners organized as a nonprofit corporation under the laws of the State of Michigan. The Association will keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Project available at reasonable hours for inspection by Owners, prospective buyers, mortgagees, and prospective mortgagees of Units in the Project.

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

Section 2. MEMBERSHIP AND VOTING

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

2.2 Voting Rights. Each Owner will be entitled to one vote for each Unit owned 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, when voting by value. Voting shall be by number except when the Master Deed or Bylaws specifically require voting to be by number and value, and no cumulation of votes shall be permitted.

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

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

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

2.6 Majority. At any meeting of members at which a quorum is present, 51 percent of the Owners 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 when these Bylaws, the Master Deed, or law required a majority exceeding a simple majority.

Section 3. MEETINGS AND QUORUM

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

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

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

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

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

3.6 Mathematical Calculations. If the calculation of the percentage of members of the board that the nondeveloper Owners have a right to elect or the product of the number of members of the board multiplied by the percentage of Units held by the nondeveloper Owners results in a right of nondeveloper Owners to elect a fractional number of members of the board, a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number. After application of this formula, Developer

shall have the right to elect the remaining members of the board. Application of this provision shall not eliminate the right of Developer to designate at least one member as provided in Section 3.4.

3.7 Quorum of Members. The presence in person or by proxy of 50 percent of the Owners entitled to vote shall constitute a quorum of members. The written vote of an Owner properly furnished at or before a meeting at which the Owner is not present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question on which the vote is cast.

Section 4. ADMINISTRATION

4.1 Board of Directors. The business, property, and affairs of the Association shall be managed by a five (5) member board of directors (the Board of Directors) to be elected in the manner described in these Bylaws. The directors designated in the Articles of Incorporation shall serve until their successors have been duly elected and qualified at the initial meeting of members. All actions of the first Board of Directors designated in the Articles of Incorporation or any successors to the directors selected by Developer before the initial meeting of members shall be binding on the Association as though the actions had been authorized by a Board of Directors elected by the members of the Association so long as the actions are within the scope of the powers and duties that a Board of Directors may exercise under the Condominium Documents. A service contract or management agreement entered into between the Association and Developer or affiliates of Developer shall be voidable without cause by the Board of Directors on the Transitional Control Date or within 90 days after the initial meeting has been held and on 30 days' notice at any time for cause.

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

- a. care, upkeep, and maintenance of the Common Elements
- b. development of an annual budget and the determination, levy, and collection of assessments required for the operation and affairs of the Condominium
- c. employment and dismissal of contractors and personnel as necessary for the efficient management and operation of the Condominium Property
- d. adoption and amendment of rules and regulations governing the use of the Condominium Property not inconsistent with these Bylaws
- e. opening bank accounts, borrowing money, and issuing evidences of indebtedness in furtherance of the purposes of the Association and designating signatories required for those purpose

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

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

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

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

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

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

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

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

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

Section 5. ASSESSMENTS

5.1 Administrative Expenses. The Association shall be assessed as the entity in possession of any tangible personal property of the Condominium owned or possessed in common, and personal property taxes levied on such property shall be treated as expenses of administration. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Project shall be expenses of administration, and all sums received as proceeds of or pursuant to any policy of insurance covering the interests of the Owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the 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 Developer, in the initial maintenance budget for the Association, shall be entitled to determine the nature and extend of such services and reasonable rules and regulations may be promulgated in connection with establishing the initial maintenance budget for the Association. The Association shall collect from each initial purchaser of a Unit a charge of \$450.00, which includes \$250.00 for a management set-up fee and \$200.00 for the Condominium Association management capitalization fee, at closing for the capitalization and management of the Association.

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

b. **Budget Adjustments.** If the Board of Directors determines at any time, in its sole discretion, that the initial assessments levied are insufficient (i) to pay the costs of operation and maintenance of the Common Elements, (ii) to provide for

the replacement of existing Common Elements, (iii) to provide for additions to the Common Elements not exceeding \$5,000 annually, or (iv) to respond to an emergency or unforeseen development; the Board is authorized to increase the initial assessment or to levy any additional assessments it deems necessary for such purposes. The discretionary authority of the Board of Directors to levy additional assessments will rest solely with the Board of Directors for the benefit of the Association and its members and may not be attached by or subject to specific performance by any creditors of the Association.

c. **Special Assessments.** The Board of Directors may make special assessments in excess of those permitted by subsections (a) and (b) from time to time following the approval of the Owners as provided in this subsection to meet other needs or requirements of the Association, including but not limited to (i) assessments for additions to the Common Elements costing more than \$5,000 in any year, (ii) assessments to purchase a Unit on foreclosure of the lien described in Section 5.5, or (3) assessments for any other appropriate purpose not specifically described. Special assessments referred to in this subsection (but not those assessments referred to in subsections (a) and (b), which will be levied in the sole discretion of the Board of Directors) will not be levied without the prior approval of 67 percent or more (in number and in value) of all Owners. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and its members and may not be attached by or subject to specific performance by any creditors of the Association.

5.3 Apportionment of Assessments. All assessments levied against the Unit Owners to cover expenses of administration shall be apportioned among and paid by the Owners in accordance with the Percentage of Value allocated to each Unit in the Master Deed and any other assessment provisions in the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Unless the Board elects some other periodic payment schedule, annual assessments will be payable by Owners in 4 equal quarterly 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 the payment established by rule or regulation of the Association. However, the Board of Directors, including the first Board of Directors appointed by Developer, may relieve a Unit Owner who has not constructed a residence within a Unit from payment, for a limited period of time, of all or some portion of the assessment for the Unit's respective allocable share of the Association budget. The purpose of this provision is to provide fair and reasonable relief from Association assessments for nonresident Owners until those Owners begin to use the Common Elements on a regular basis.

5.4 Expenses of Administration. The expenses of administration shall consist, among other things, of the amounts the Board deems proper to operate and maintain the Condominium property under the powers and duties delegated to it and may

include, without limitation, amounts to be set aside for working capital of the Condominium, for a general operating reserve, for a reserve for replacement, and for meeting any deficit in the common expense for any prior year. Any reserves established by the Board before the initial meeting of members shall be subject to approval by the members at the initial meeting. The Board shall advise each Owner in writing of the amount of common charges payable by the Owner and shall furnish copies of each budget containing common charges to all Owners.

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

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

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

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

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

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

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

b. **Post turnover Expenses.** After the Transitional Control Date and continuing for any remaining Development and Sales Period, Developer shall NOT be responsible for any payment of either general or special assessments levied by the Association on Units owned by Developer.

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

Section 6. TAXES, INSURANCE, AND REPAIR

6.1 Real Property Taxes. Real property taxes and assessments shall be levied against the individual Units and not against the Property of the Project or any phase of the Project, except for the calendar year in which the Project or phase is established. Taxes and assessments that become a lien against the Property in the year in which the Project was established shall be expenses of administration and shall be assessed against the Units located on the land with respect to which the tax or assessment was levied in proportion to the Percentage of Value assigned to each Unit. Real property taxes and assessments levied in any year in which a vacation of the Project occurs

shall be assessed only against the individual Units. For tax and special assessment purposes, no Unit shall be combined with any other Unit or Units, and no assessment of any fraction of a Unit or combination of any Unit with other whole or partial Units shall be made, nor shall any division or split of the assessment or taxes of a single Unit be made, whether the Unit is owned by an individual or multiple Owners. Taxes for real property improvements made to or within a specific Unit shall be assessed against that Unit only, and each Unit shall be treated as a separate, single parcel of real property for purposes of property taxes and special assessments.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 7. CONSTRUCTION REQUIREMENTS

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

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

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

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

7.5 Approval of Contractor. All residences and other structures shall be constructed only by residential home builders licensed by the State of Michigan and approved in

writing by Developer or, following the Development and Sales Period, by the Review Committee. If building construction is intended to commence within three months after the date of plan approval, the name of the proposed residential builder must be submitted when the plans and specifications are submitted. If construction is to be delayed beyond three months, the name of the proposed residential builder must be submitted for approval at least 60 days before the commencement of construction. In its approval process, the Review Committee may take into consideration the qualifications of the proposed builder along with its reputation in the community before deciding whether or not that builder will be approved for participation in the Project. Construction of all other improvements, including swimming pools and landscaping, must also be done by contractors approved in writing by the Review Committee.

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

a. **Construction Materials.** Each residence shall be finished with wood, masonry (brick or stone), or vinyl exterior with a minimum of 65% of the exterior shall be finished in brick or stone for multi-story residences and 80% of the exterior shall be finished in brick or stone for one story residences. Exposed chimneys shall have an exterior finish of brick or stone and on all other visible improvements shall be finished with wood, brick, stone, or vinyl. Roofs must be of shingle construction using fiberglass or asphalt shingles. Driveways must be of brick-pavers or concrete. All exterior paints, stains, and material colors must be shown as part of the plan submitted for approval, and samples shall be furnished to the Review Committee on request.

b. **Size and Space Requirements.** No residence shall be constructed on any Unit with less than the following sizes of finished living areas (as calculated on exterior dimensions), exclusive of decks, porches, patios, garages, and basements (whether full basements, daylight basements, or walkout basements):

- One-story home (Ranch) – 1,250 sq. ft.
- Multi-story home (Cape Cod or Colonial) – 1,500 sq. ft.

c. **Improvements and Outbuildings.** Each residence must be equipped with an attached front or side entry garage of not less than two stalls and outside parking for a minimum of two vehicles shall be provided on or along the driveway. One additional detached structure of a size as determined by the Review Committee will be permitted for storage or accessory garage space.

d. **Letter and Delivery Boxes.** The Developer or Review Committee will install and determine the location, design, and permitted lettering of all mail and paper delivery boxes which shall be a cluster delivery/mailbox or mailboxes and to be located within the General Common Areas of the Project. Each Owner is

responsible for the pro-rata cost of the cluster mailboxes and the installation thereof which the estimated cost is \$250.00 per Unit Owner and this mailbox fee must be paid at the closing of each Unit.

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

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

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

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

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

7.12 Setback Lines. No building will be erected on any Unit nearer to the street line or to either side Unit boundary or closer to the rear Unit boundary than permitted by the setback requirements of the Planned Development District for the Condominium or zoning applicable to the Unit that is in effect at the time of the contemplated construction of any building unless a variance or other permission for the setback is obtained from the applicable authority. If compliance with these setback requirements is impracticable or would create a hardship for a corner Unit or an odd-shaped

building site, the Review Board may specify front yard, side yard, and rear yard widths and depths that are less than those required by this section. When 1½ or more Units are acquired as a single building site, the side Unit boundaries will refer only to the Unit boundary lines bordering the property of adjoining owners.

7.13 Landscaping Requirement. Each Unit must be completely landscaped as soon as possible during the planting season (April through November) but, in any event, no later than 60 days (weather permitting) after initial occupancy of the Dwelling. The reasonable value of the landscaping surrounding a Dwelling shall be not less than five thousand (\$5,000.00) dollars, excluding landscape architectural fees. The Developer shall have the right to determine the reasonable value of the landscaping. After landscaping has been installed, the Unit Owner shall maintain the landscape in a good and aesthetically pleasing condition. **If at the time of conveyance from Developer, construction of a Dwelling on the Unit has commenced or has been completed, but the landscaping has not been completed, the Developer shall require the Unit Owner, at closing, to escrow two thousand hundred dollars (\$2,000.00) with the title company conducting the closing of the Unit until such time the landscape is installed. All landscape escrow deposits made shall be released to the Unit Owner upon completion of the landscaping as set forth herein. To the extent that the escrow deposit earns interest, the interest shall be paid to the Unit Owner at such time as the landscaping of the Unit has been completed. However, the Developer shall not be required to maintain the escrow deposit in an interest-bearing account or to otherwise generate a return on the escrow deposit.** In the event the Unit Owner fails or refuses to comply with the foregoing, the Developer may, in its sole discretion, instruct the title company to release the escrow deposit amount to Developer and the Unit Owner shall have forfeited all of his or her rights to the landscape escrow deposit.

Section 8. USE AND OCCUPANCY RESTRICTIONS

8.1 Residential Use. Condominium Units shall be used exclusively for residential occupancy, and no Unit or appurtenant Common Element shall be used for any purpose other than that of a single-family residence and purposes incidental to residential use. Home occupations conducted entirely within the residence and participated in solely by members of the immediate family residing in the residence that do not generate unreasonable traffic by members of the general public and do not change the residential character of the Unit or neighborhood are permitted as incidental to primary residential use. No building intended for other business uses and no apartment house, rooming house, day care facility, foster care residence, or other commercial or multiple-family dwelling of any kind shall be erected, placed, or permitted on any Unit.

8.2 Common Areas. The Common Elements shall be used only by the Owners of Units in the Condominium and their agents, tenants, family members, invitees, and licensees for access, ingress to, and egress from the respective Units and for other

purposes incidental to use of the Units. Any parking areas or other Common Elements designed for a specific purpose shall be used only for those purposes or other uses approved by the Board. The use, maintenance, and operation of the Common Elements shall not be obstructed, damaged, or unreasonably interfered with by any Owner and shall be subject to any lease or easement presently in existence or entered into by the Board at some future date that affects all or any part of the Common Elements.

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

a. **Exterior Changes.** No Owner shall make any additions, alterations, or modifications to any of the Common Elements or any changes to the exterior appearance of the building or other improvements within the perimeters of the Owner's Unit without prior approval of Developer or the Review Committee. A change in the color of a residence or a significant landscaping change are included within the meaning of a change in exterior appearance.

b. **Unit Rental.** No portion of a Unit may be rented and no transient tenants be accommodated in any building, but this restriction shall not prevent the rental or sublease of an entire Unit together with its appurtenant Limited Common Elements for single family residential purposes for a period of at least one (1) year in the manner permitted by these Bylaws.

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

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

e. **Signs.** No sign or billboard of any kind shall be placed, erected or maintained on any Unit excepting that the provisions of this paragraph shall not apply to such signs as may be for purposes of resale by any Owner. Signs for purposes of resale shall be limited to one sign per Unit not exceeding four square feet and shall be

subject to review and approval of the Association and the Developer so long as the Developer shall hold title to any Unit. Furthermore, signs for the purposes of resale do not include “for rent” and “for lease” signs or any signage that pertains to renting or leasing any Unit. The provisions of this paragraph shall not apply to signs installed or erected on any Common Element or Unit by the Developer, its successors or assigns during such periods as any Unit shall be “for sale” or used as a model or for display purposes by the Developer or other entity. Political signs for a period of three months (90) days prior to an election may be displayed, one sign per candidate, ground-mounted, on the Unit. No political sign shall be permitted on any of the General Common Element areas. No political sign shall exceed four square feet. Garage sale signs may be displayed for three days at a time on any Unit, and one sign may be displayed at the Entrance to the Condominium, but no garage sale sign shall be displayed on any Unit or General Common Element for more than three days. Signs shall be subject to City of Romulus Code of Ordinances.

f. Fences and Walls. Fences, walls, or hedges shall not be permitted on any Unit. However, black aluminum decorative fencing or decorative vinyl privacy fencing is permitted in the rear yard only and can only be installed on a Unit so long as a completed home exists on both sides of the proposed Unit requesting a fence. **Additionally, NO fence is permitted to be installed without the prior written consent of the Developer or Review Committee.**

g. Pets. No animals or fowl (except common domestic household pets) shall be kept or maintained within the Condominium.

h. Personal Property. No Owner shall display, hang, or store any clothing, sheets, blankets, laundry, or other items of personal property outside a residence or ancillary building. This restriction shall not be construed to prohibit a Owner from placing and maintaining outdoor furniture and accoutrements and decorative foliage of a customary nature and appearance on a patio, deck, or balcony of a Unit, though no such furniture or other personal property shall be stored on any open patio, deck, or balcony that is visible from another Unit or from the Common Elements of the Project.

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

j. Recreational and Commercial Vehicles. No recreational vehicles, boats, or trailers shall be parked or stored in any garage if the storage would prevent full closure of the garage door or elsewhere on the Property without the written approval of the Association. No commercial vehicle, mobile home, trailer, house or camping trailer, tent shack, tool storage, shed, barn, tree house or other similar

Structure shall be placed on a Unit at any time either temporary or permanently. No snowmobile, all-terrain vehicle, or other motorized recreational vehicle shall be operated on the Property. No maintenance or repair shall be performed on any boat or recreational vehicle except within a garage or residence which is totally isolated from public view.

k. **Recreational Facilities.** No above-ground pools, tennis courts, or dog runs will be permitted on any Unit. All exterior hot tubs and spas must be approved by the Developer or the Review Committee before installation.

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

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

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

o. **Decks, Patios, Balconies, and Accessory Structures.** Any deck, patio, balcony, and/or accessory structure located within a Condominium Unit shall not be located on or encroach into any easement or the General Common Elements of the Project. **No Unit Owner shall construct or cause to be constructed any deck, patio, balcony, and/or accessory structure without the prior written approval by the Developer or Review Committee.**

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

8.5 Rules of Conduct. Additional rules and regulations consistent with the Act, the Master Deed, and these Bylaws concerning the use of Units and Common Elements

may be promulgated and amended by the Board. Copies of the rules and regulations must be furnished by the Board to each Owner at least 10 days before their effective date and may be revoked at any time by the affirmative vote of the Board or 60 percent or more of all Owners.

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

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

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

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

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

Section 9. MORTGAGES

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

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

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

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

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

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

Section 10. LEASES

10.1 Notice of Lease. An Owner, including Developer, who intends to lease a Unit shall disclose that fact in writing to the Association at least 10 days before presenting

a lease form to the prospective tenant and, at the same time, shall supply the Association with a copy of the lease form. No Unit shall be leased for a period of less than one (1) year without the prior written consent of the Association.

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

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

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

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

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

10.4 Liability for Assessments. If an Owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a non-Owner occupant occupying the Owner's Unit under a lease or rental agreement and the non-Owner occupant, after receiving such notice, shall deduct from rental payments due the Owner the full arrearage and future assessments as they fall due and pay them to the Association. Such deductions shall not be a breach of the lease agreement by the non-Owner occupant.

Section 11. TRANSFER OF UNITS

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

11.2 Notice to Association. Whenever an Owner sells, gives, devises, or otherwise transfers the Owner's Unit or any interest in the Unit, the Owner shall give written

notice to the Association within five days after consummating the transfer. The notice shall be accompanied by documents evidencing the title or interest transferred.

Section 12. ARBITRATION

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

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

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

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

12.3 Preservation of Rights. Election by any Owner or by the Association to submit any dispute, claim, or grievance to arbitration shall preclude that party from litigating the dispute, claim, or grievance in the courts. Except as provided in this section, however, all interested parties shall be entitled to petition the courts to resolve any dispute, claim, or grievance in the absence of an election to arbitrate.

Section 13. OTHER PROVISIONS

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

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

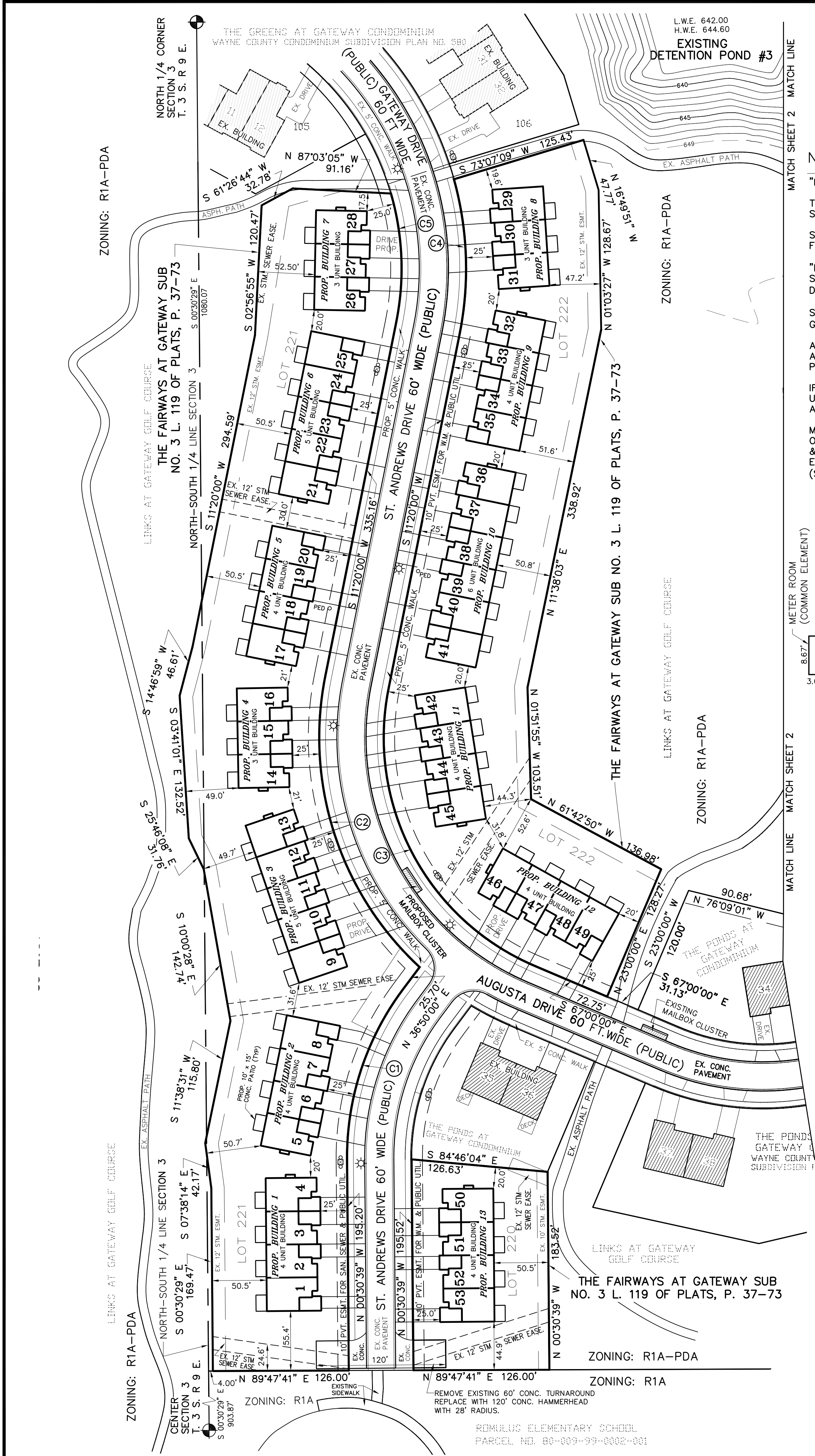
portions of any terms, provisions, or covenants held to be partially invalid or unenforceable.

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

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

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

1. the Master Deed, including the Condominium Subdivision Plan but excluding these Bylaws
2. these Condominium Bylaws
3. the Articles of Incorporation of the Association
4. the Association Bylaws
5. the Rules and Regulations of the Association (if any)



NOTE:

"NOT TO BE USED AS CONSTRUCTION DRAWING"

THERE ARE NO REGULATED WETLANDS LOCATED ON SUBJECT PROPERTY.

SUBJECT PROPERTY DOES NOT LIE WITHIN A 100 YEAR FLOOD HAZARD AREA.

"INTERNAL SIGNS SHALL MEET CITY STANDARDS AND SHALL BE PAID FOR AND INSTALLED AT THE DEVELOPERS' EXPENSE"

STREET LIGHTS ARE EXISTING FOR "THE BLUFFS AT GATEWAY"

ANY SUBSTITUTIONS OF PLANT MATERIAL FROM APPROVED SITE PLAN WILL BE APPROVED BY THE PLANNING DEPARTMENT PRIOR TO INSTALLATION.

IF ANY ADDITIONAL SCREENING IS DEEMED NECESSARY UPON COMPLETION OF LANDSCAPE INSTALLATION, ADDITIONAL LANDSCAPING MAY BE REQUIRED.

MAILBOX CLUSTER WILL BE PROVIDED ON NORTH SIDE OF AUGUSTA DRIVE BETWEEN PROPOSED BUILDINGS 11 & 12. THE NEW MAILBOX CLUSTER WILL MATCH THE EXISTING MAILBOX CLUSTERS IN THE DEVELOPMENT. (SEE SHEET 3 FOR MAILBOX CLUSTER IMAGE)

SITE DATA

DEVELOPMENT AREA:
LOTS 220, 221 & 222 (WEST) (THE BLUFFS AT GATEWAY) – 6.18 ACRES
PARCEL NO. 80-009-99-001-707 (EAST) (OAKMONT AT GATEWAY) – 25.26 ACRES
TOTAL – 31.44 ACRES
ZONINGS: R1A-PDA
EXISTING PLANNED USE: DEVELOPMENT AREA APPROVED FOR 164 ATTACHED UNITS.
PROPOSED USE:
THE BLUFFS AT GATEWAY (WEST) – 13 BUILDINGS CONTAINING 53 ATTACHED UNITS
OAKMONT AT GATEWAY (EAST) – 91 SINGLE FAMILY DETACHED UNITS, PLUS ONE NON-BUILDABLE UNIT ENCOMPASSING THE DETENTION POND
TOTAL PROPOSED DEVELOPMENT = 145 UNITS

DENSITY

THIS DEVELOPMENT IS PART OF THE APPROXIMATE 350 ACRE FAIRWAYS AT GATEWAY PLANNED DEVELOPMENT. THE WESTERN MOST PORTION ALONG ST. ANDREWS DRIVE WAS DESIGNED AND APPROVED FOR 13 BUILDINGS CONTAINING 52 UNITS. THE EASTERN PORTION OF THE SITE HAS BEEN DESIGNED AND APPROVED FOR 56 DUPLEX BUILDINGS CONTAINING TWO UNITS EACH FOR A TOTAL OF 112 UNITS. IT IS THEREFORE APPARENT THAT THE REQUIREMENTS OF SECTION 3.08, OPEN SPACE PRESERVATION (CLUSTER) DEVELOPMENT, OF THE CITY ZONING ORDINANCE PERTAINING TO OPEN SPACE AND DENSITY REQUIREMENTS HAVE BEEN MET. THE PROPOSED DEVELOPMENT REDUCES THE DENSITY BY 20 UNITS FROM 164 ATTACHED UNITS TO 144 BUILDABLE UNITS. SECTION 3.08 ALSO ALLOWS THE REDUCTION IN LOT AREAS AND WIDTHS TO ACHIEVE THE OPEN SPACE REQUIREMENT.

UTILITIES

THE BLUFFS AT GATEWAY (WEST) PROPOSED 53 UNITS THERE IS AN EXISTING 10 INCH SANITARY SEWER ALONG THE WESTERLY SIDE OF ST. ANDREWS DRIVE, AN EXISTING 12" AND 8" WATER MAIN ALONG THE EASTERLY SIDE OF ST. ANDREWS. THESE HAVE BEEN ACCEPTED BY THE CITY. SERVICE LEADS SHOULD HAVE BEEN EXTENDED TO THE ROAD RIGHT-OF-WAY. AS PART OF THE PREVIOUSLY COMPLETED WORK AND LOCATED BASED ON THE PREVIOUSLY APPROVED PLAN, THE APPLICANT SHALL BE RESPONSIBLE FOR LOCATING ALL EXISTING UTILITY AND SERVICE LINES. ALL EXISTING SERVICE LINES WILL BE UTILIZED WHERE FEASIBLE. ANY EXISTING SERVICES WHICH WILL NOT BE UTILIZED SHALL BE REMOVED AND CAPPED AT THE CITY WATER/SEWER MAINS. NEW WATER AND SEWER SERVICE SHALL BE INSTALLED AS NECESSARY. INSTALLATION OF NEW SERVICE LINES SHALL BE COORDINATED WITH THE CITY DPW AND SHALL BE SUBJECT TO CITY TAP FEES. ABANDONMENT OF EXISTING SERVICE LINES SHALL ALSO BE COORDINATED WITH THE CITY DPW.

OAKMONT AT GATEWAY (EAST) PROPOSED 92 UNITS AN 8 INCH WATER MAIN AND A 10 INCH SANITARY SEWER HAVE BEEN INSTALLED IN BOTH TWIN OAKS DRIVE AND MISSION HILLS DRIVE FOR USE IN THIS PHASE OF THE DEVELOPMENT. STORM SEWER HAS BEEN INSTALLED WHERE NECESSARY FOR THE FUNCTION OF THE EXISTING DETENTION PONDS AND TO SERVICE THE EXISTING UNITS IN THE PONDS AT GATEWAY. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE INSTALLATION OF NEW SANITARY SEWER, WATER MAIN AND STORM SEWER FOR THIS PHASE OF THE PROPOSED DEVELOPMENT. ANY UTILITIES PREVIOUSLY CONSTRUCTED AND PROPOSED TO BE PUBLIC BUT NOT YET ACCEPTED BY THE CITY SHALL BE VERIFIED TO BE IN GOOD WORKING CONDITION AND IN FULL COMPLIANCE WITH THE CITY'S ENGINEERING STANDARDS. VERIFICATION MAY INCLUDE BUT SHALL NOT BE LIMITED TO THE LOCATING OF THE UTILITY, IDENTIFYING MATERIALS, TESTING PER CITY STANDARDS, AND TELEVISION OF THE PIPE. ANY REPAIRS, MAINTENANCE OR UPGRADES REQUIRED TO MEET THE CITY STANDARDS SHALL BE THE RESPONSIBILITY OF THE DEVELOPER. ADDITIONAL DETAILS OF THE PROPOSED UTILITY IMPROVEMENTS WILL BE PROVIDED DURING SITE PLAN REVIEW AND SHALL CLEARLY IDENTIFY ALL PROPOSED AND EXISTING UTILITY IMPROVEMENTS.

SITE DRAINAGE

A MASTER DRAINAGE AND GRADING PLAN HAVE BEEN PREPARED FOR THIS DEVELOPMENT. DETENTION PONDS NO. 1, 2 AND 3 HAVE BEEN CONSTRUCTED AND ARE OPERATING AS PART OF THIS PLAN. ALL PROPOSED SITE GRADING AND DRAINAGE WILL CONFORM TO THIS APPROVED PLAN. DETENTION POND NO. 2 WAS CONSTRUCTED AS PART OF AN EARLIER PHASE. THE DEVELOPER SHALL VERIFY THAT THE POND AND ANY RELATED STORM SEWER, OUTLET CONTROL STRUCTURES ETC. ARE OPERATING PER THE PREVIOUSLY APPROVED DESIGN. ANY MAINTENANCE OR REPAIR OF THE EXISTING POND, STORM SEWER OR OUTLET CONTROL STRUCTURES SHALL BE THE RESPONSIBILITY OF THE DEVELOPER.

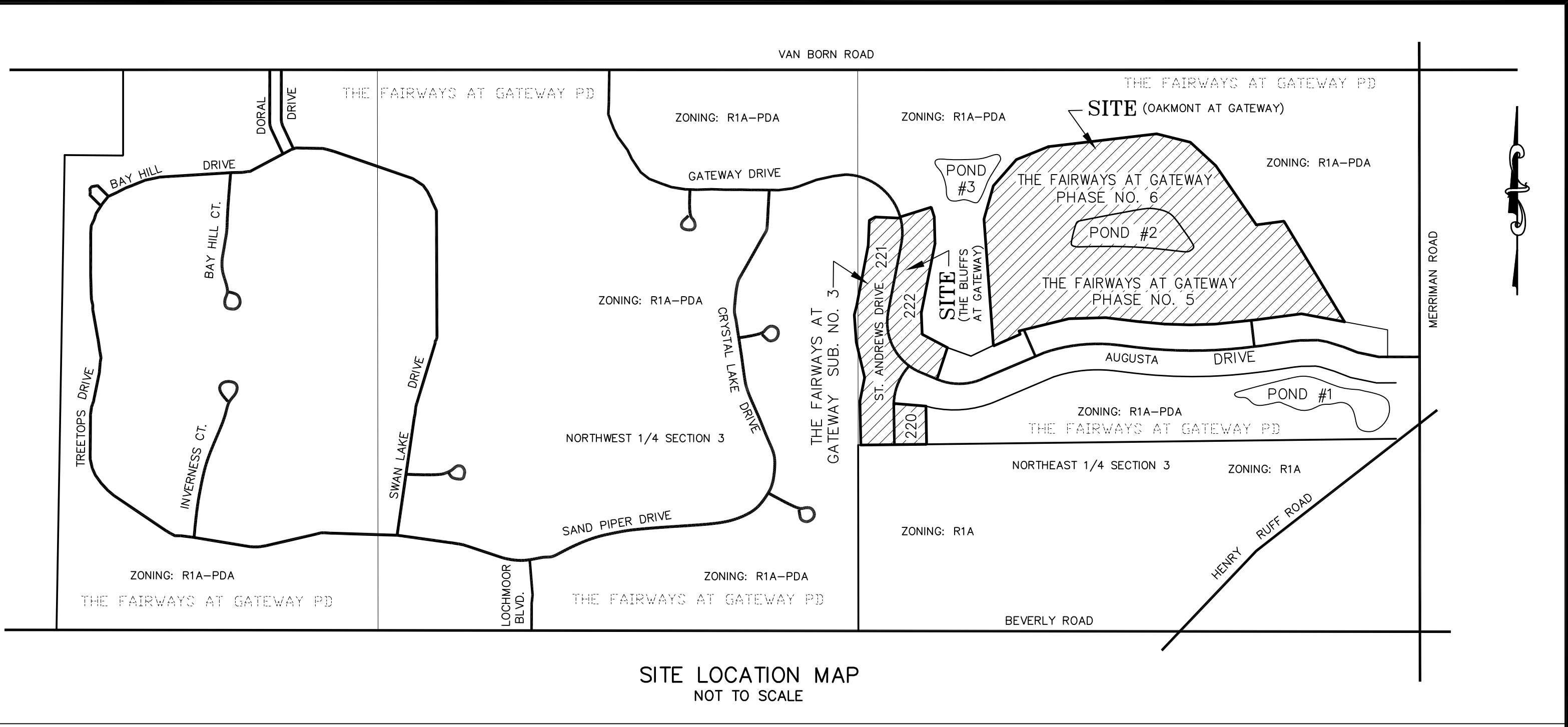
LANDSCAPING

LANDSCAPING INCLUDING STREET TREES AND LANDSCAPING FOR DETENTION POND NO. 2 WILL BE PROVIDED IN ACCORDANCE WITH SECTION 13.02 OF THE CITY OF ROMULUS ZONING ORDINANCE. TO PROVIDE SCREENING FROM THE EXISTING DUPLEX UNITS LANDSCAPING TREES SHALL BE INSTALLED IN THE 15 FOOT WIDE LANDSCAPING EASEMENT ALONG THE REAR OF UNITS NO. 74 THROUGH 88.

EASEMENTS

EASEMENTS HAVE BEEN PROVIDED FOR SANITARY SEWER, WATER MAIN, STORM SEWER AND PUBLIC UTILITIES ON LOTS 220, 221 AND 222 OF THE FAIRWAYS AT GATEWAY SUB NO. 3. EASEMENTS FOR SANITARY SEWER, WATER MAIN, STORM SEWER AND PUBLIC UTILITIES WILL BE PROVIDED FOR OAKMONT AT GATEWAY.

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD
C1	169.45	260.00	37°20'33"	S 18°09'38" W 166.47'
C2	296.42	290.01	58°33'44"	S 17°56'55" E 283.68'
C3	314.45	230.01	78°19'56"	S 27°50'00" E 290.53'
C4	145.14	310.00	28°59'25"	N 02°04'47" W 143.82'
C5	119.94	250.00	27°29'20"	N 02°24'40" W 118.80'



PROPERTY DESCRIPTION – THE BLUFFS AT GATEWAY
PARCEL NO. 80-009-001-0220-000, 80-009-001-0221-000 & 80-009-001-0222-000
LOTS 220, 221 & 222 OF THE FAIRWAYS AT GATEWAY SUB. NO. 3 AS RECORDED IN LIBER 119 OF PLATS, PAGES 37-43 INCLUSIVE.
CONTAINING 6.18 ACRES.

PROPERTY DESCRIPTION – OAKMONT AT GATEWAY
PART OF THE NORTHEAST 1/4 OF SECTION 3, T. 3 S., R. 9 E., CITY OF ROMULUS, WAYNE COUNTY, MICHIGAN MORE FULLY DESCRIBED AS COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 3, THENCE S 00°23'37" W 1,319.69 FEET ALONG THE EAST LINE OF SAID SECTION 3; THENCE N 89°36'23" W 60.00 FEET; THENCE THE FOLLOWING THREE (3) COURSES ALONG THE NORTH LINE OF THE FAIRWAYS AT GATEWAY SUB. NO. 3 ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 119 OF PLATS, PAGES 37-43 INCLUSIVE, ALSO RECORDED AS THE PONDS AT GATEWAY CONDOMINIUM, WAYNE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 700 RECORDED IN LIBER 37840, PAGES 1-51 INCLUSIVE AND AS AMENDED LIBER 41608, PAGES 5-7 INCLUSIVE, N 89°36'23" W 174.22 FEET AND N 00°23' 37" E 116.31 FEET AND N 80°52'32" W 134.85 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH LINE THE FOLLOWING TWELVE (12) COURSES N 80°52'32" W 203.96 FEET AND S 81°00'00" W 213.53 FEET AND S 81°02'17" W 60.00 FEET AND S 83°18'02" W 131.66 FEET AND S 86°57'30" W 117.28 FEET AND N 89°35'43" W 117.28 FEET AND N 86°01'09" W 127.34 FEET AND N 84°30'40" W 148.20 FEET AND S 86°51'41" W 171.49 FEET AND S 74°48'32" W 238.74 FEET AND 16.40 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT, RADIUS 330.00 FEET, CENTRAL ANGLE 02°50'49", CHORD LENGTH 16.40 FEET AND A CHORD BEARING OF S 16°36'52" E AND S 65°00'00" W 135.29 FEET; THENCE N 05°40'00" W 591.61 FEET; THENCE N 14°10'30" E 161.49 FEET; THENCE N 39°51'32" E 162.41 FEET; THENCE N 66°40'06" E 160.94 FEET; THENCE N 81°50'00" E 507.25 FEET; THENCE S 77°21'00" E 161.64 FEET; THENCE S 48°47'59" E 160.77 FEET; THENCE S 35°50'00" E 333.73 FEET; THENCE N 81°00'00" E 129.52 FEET; THENCE S 32°29'32" E 546.77 FEET TO THE POINT OF BEGINNING.

CONTAINING 25.26 ACRES.



DEVELOPER
INFINITY HOMES
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(248) 449-8084

SHEET INDEX:

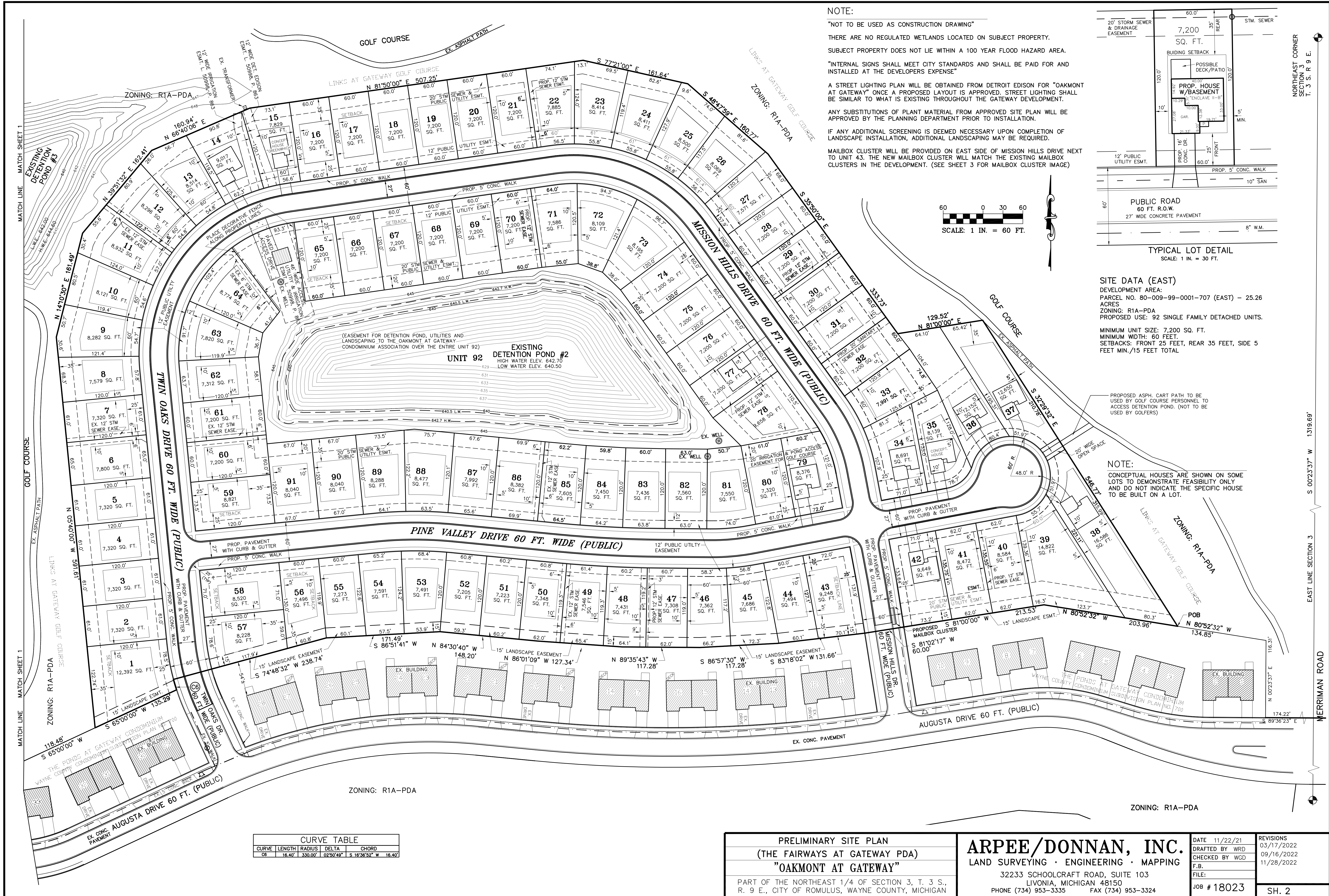
- SH. 1 – PRELIMINARY SITE PLAN – THE BLUFFS AT GATEWAY
- SH. 2 – PRELIMINARY SITE PLAN – OAKMONT AT GATEWAY
- SH. 3 – EXISTING SITE CONDITIONS – THE BLUFFS AT GATEWAY
- SH. 4 – EXISTING SITE CONDITIONS – OAKMONT AT GATEWAY
- SH. 5 – PRELIMINARY UTILITY PLAN – THE BLUFFS AT GATEWAY
- SH. 6 – PRELIMINARY UTILITY PLAN – OAKMONT AT GATEWAY
- SH. 7 – PRELIMINARY GRADING PLAN – THE BLUFFS AT GATEWAY
- SH. 8 – PRELIMINARY GRADING PLAN – OAKMONT AT GATEWAY
- SH. 9 – TRUCK CIRCULATION AND SIGNAGE PLAN
- SH. 10 – AERIAL PHOTO PLAN
- LP-1 – LANDSCAPE PLANTING PLAN – OAKMONT AT GATEWAY
- LP-2 – LANDSCAPE PLANTING PLAN – THE BLUFFS AT GATEWAY
- LP-3 – LANDSCAPE NOTES & DETAILS

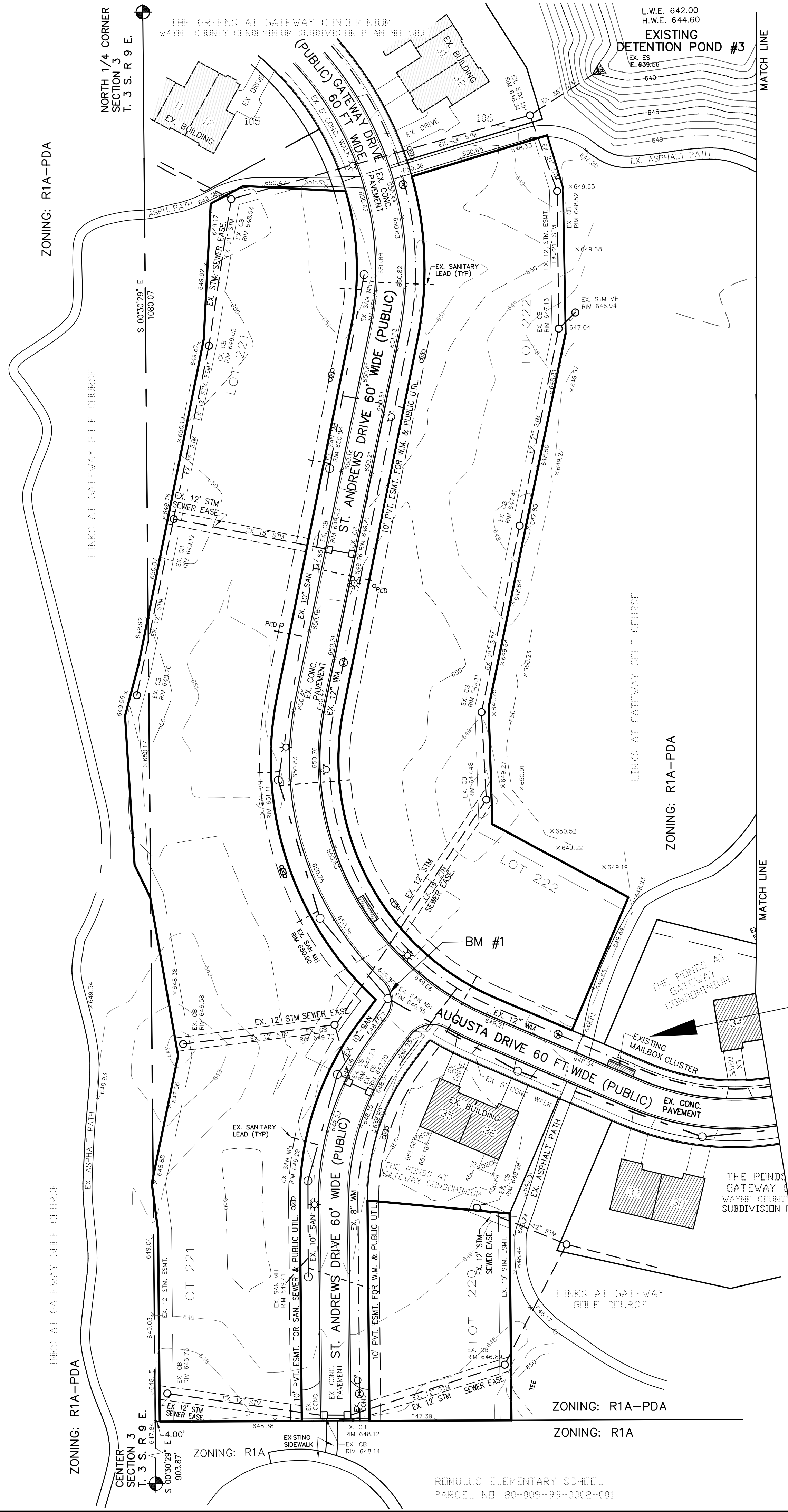
PRELIMINARY SITE PLAN
(THE FAIRWAYS AT GATEWAY PDA)
"THE BLUFFS AT GATEWAY"
PART OF THE NORTHEAST 1/4 OF SECTION 3, T. 3 S., R. 9 E., CITY OF ROMULUS, WAYNE COUNTY, MICHIGAN

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

DATE 11/22/21
DRAFTED BY WRD
CHECKED BY WGD
F.B.
FILE:
JOB # 18023

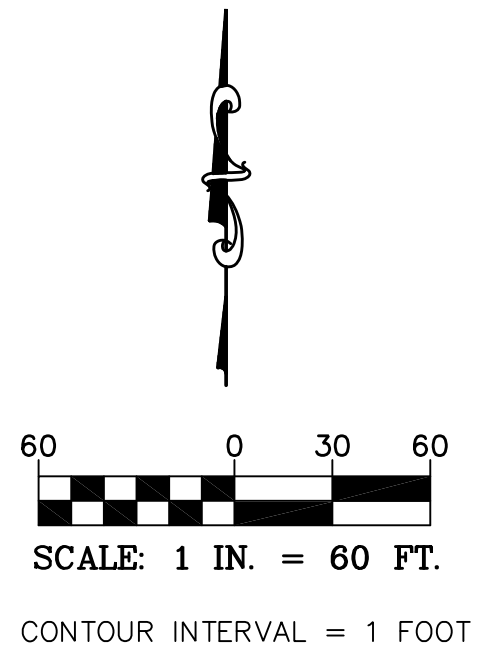
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03/17/2022
09/16/2022
11/28/2022
SH. 1





NOTE:
THERE ARE NO REGULATED WETLANDS
LOCATED ON SUBJECT PROPERTY.

SUBJECT PROPERTY DOES NOT LIE WITHIN
A 100 YEAR FLOOD HAZARD AREA.



LEGEND	
	FIRE HYDRANT
	GATE VALVE & WELL
	SEWER MANHOLE
	ROAD CATCH BASIN
	YARD CATCH BASIN
	TRANSFORMER & PEDESTALS
	UTILITY POLE
	LIGHT POLE
	GUY ANCHOR
	SPOT ELEVATION
	SANITARY SEWER
	STORM SEWER
	WATER
	ELECTRIC
	OVERHEAD GAS

BENCH MARKS:

BM #1 -
RIM OF SANITARY MANHOLE AT
SOUTHWEST CORNER INTERSECTION OF
AUGUSTA DR. & ST. ANDREWS DR.
ELEV. 649.55 NGVD 29

BM #2 -
RIM OF SANITARY MANHOLE AT SOUTH
EAST CORNER INTERSECTION OF AUGUSTA
DR. & TWIN OAKS DR.
ELEV. 647.44 NGVD 29



EXISTING MAILBOX CLUSTER

NOTE:
THERE ARE CURRENTLY THREE MAILBOX CLUSTERS IN
USE FOR THE OVERALL GATEWAY DEVELOPMENT.

ALL EXISTING MAILBOX CLUSTERS ARE SIMILAR TO
WHAT IS SHOWN ABOVE WHICH IS ON THE NORTH SIDE
OF AUGUSTA DRIVE AND EAST OF ST. ANDREWS DRIVE.

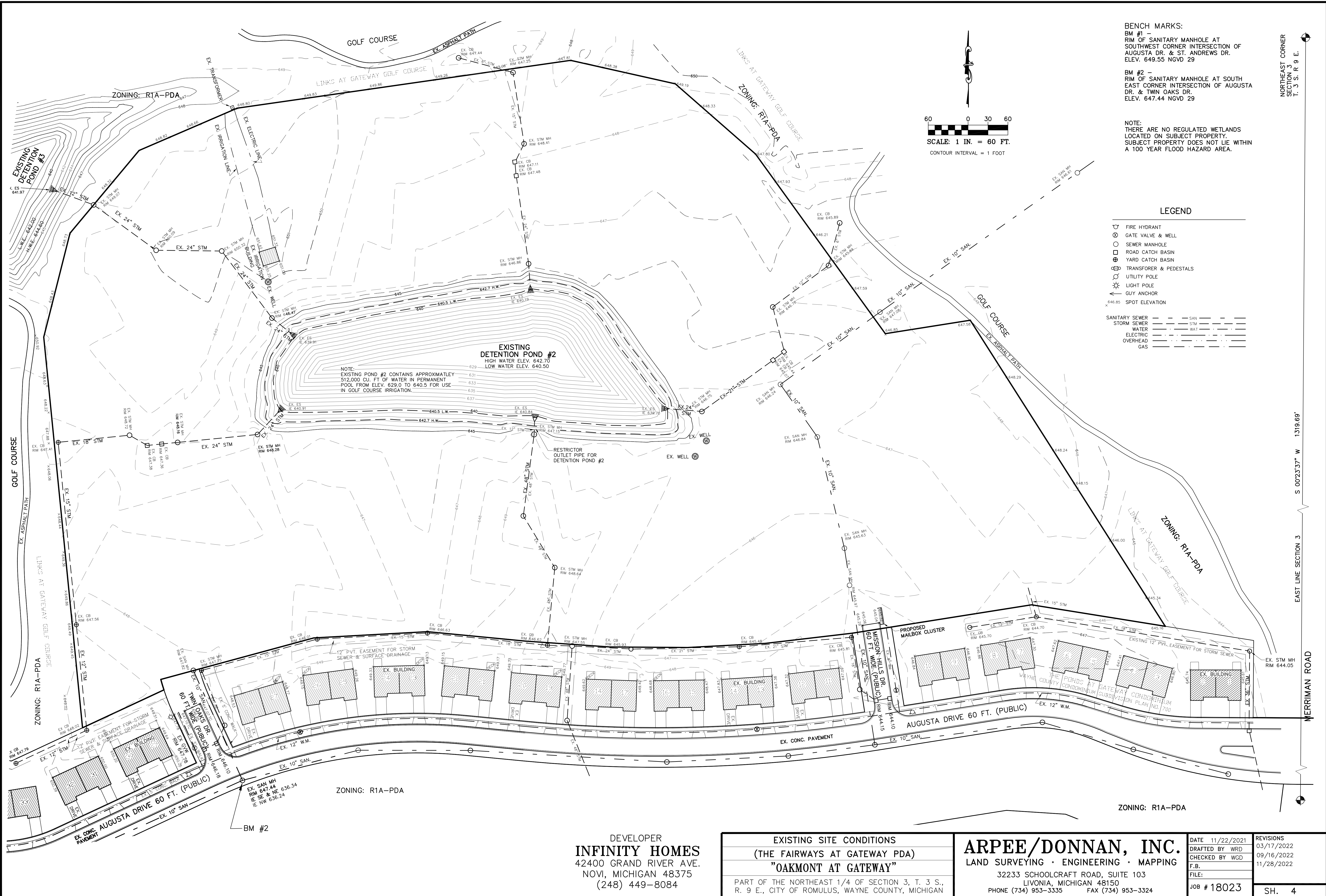
THE OTHER MAILBOX CLUSTERS ARE LOCATED ON THE
NORTH SIDE OF SAND PIPER AT THE END OF
LOCHMOOR BLVD. AND ON THE WEST SIDE OF DORAL
JUST SOUTH OF VAN BORN ROAD.

DEVELOPER
INFINITY HOMES
42400 GRAND RIVER AVE.
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EXISTING SITE CONDITIONS	
(THE FAIRWAYS AT GATEWAY PDA)	
"THE BLUFFS AT GATEWAY"	
PART OF THE NORTHEAST 1/4 OF SECTION 3, T. 3 S., R. 9 E., CITY OF ROMULUS, WAYNE COUNTY, MICHIGAN	

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BENCH MARKS:
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RIM OF SANITARY MANHOLE AT
SOUTHWEST CORNER INTERSECTION OF
AUGUSTA DR. & ST. ANDREWS DR.
ELEV. 649.55 NGVD 29
BM #2 -
RIM OF SANITARY MANHOLE AT SOUTH
EAST CORNER INTERSECTION OF AUGUSTA
DR. & TWIN OAKS DR.
ELEV. 647.44 NGVD 29

NOTE:
THERE ARE NO REGULATED WETLANDS
LOCATED ON SUBJECT PROPERTY.
SUBJECT PROPERTY DOES NOT LIE WITHIN
A 100 YEAR FLOOD HAZARD AREA.

LEGEND

- FIRE HYDRANT
- GATE VALVE & WELL
- SEWER MANHOLE
- ROAD CATCH BASIN
- YARD CATCH BASIN
- TRANSFORMER & PEDESTALS
- UTILITY POLE
- LIGHT POLE
- GUY ANCHOR
- SPOT ELEVATION

- SANITARY SEWER
- STORM SEWER
- WATER
- ELECTRIC
- OVERHEAD
- GAS

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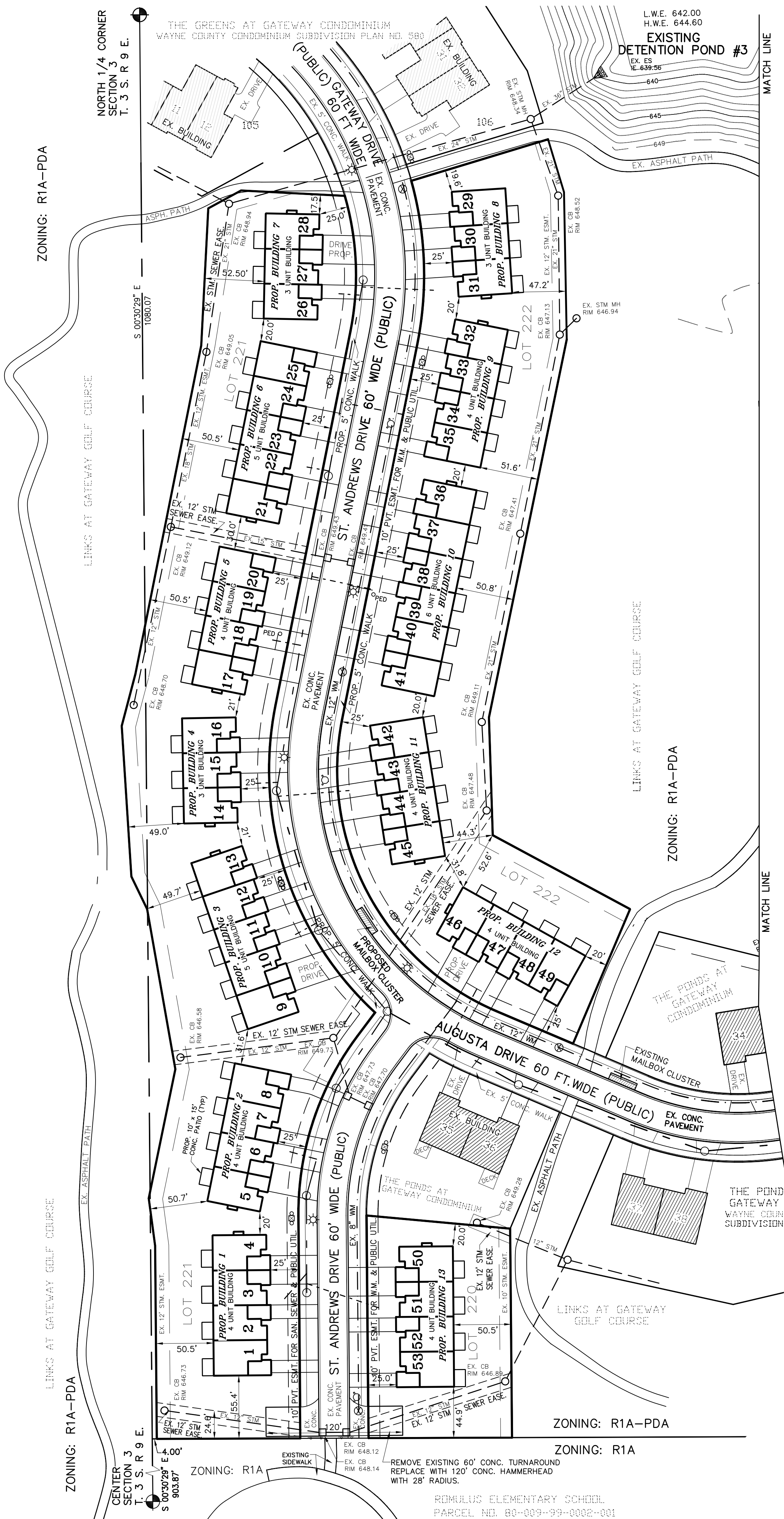
EXISTING SITE CONDITIONS
(THE FAIRWAYS AT GATEWAY PDA)
"OAKMONT AT GATEWAY"

PART OF THE NORTHEAST 1/4 OF SECTION 3, T. 3 S.,
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DEVELOPMENT NARRATIVE FOR WEST MULTI-FAMILY PART:

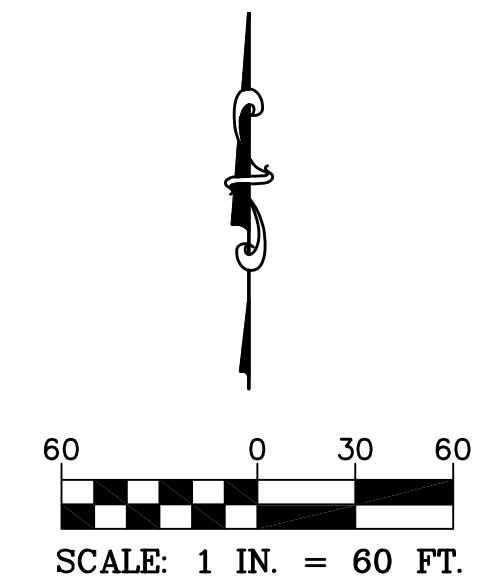
ALL ROADS, SANITARY SEWER, WATER MAIN, PUBLIC UTILITIES, STORM SEWER AND STORM WATER DETENTION PONDS ARE CONSTRUCTED.

AS PER THE ORIGINAL PUD CONSTRUCTION PLAN THERE IS AN EXISTING SANITARY LEAD AVAILABLE FOR EACH PROPOSED BUILDING.

A NEW 2" WATER SERVICE WILL BE CONSTRUCTED FOR EACH BUILDING AT THE TIME OF BUILDING CONSTRUCTION.

PROPOSED BUILDINGS SHALL BE SLAB ON GRADE.

NOTE:
"NOT TO BE USED AS
CONSTRUCTION DRAWING"



LEGEND	
	FIRE HYDRANT
	GATE VALVE & WELL
	SEWER MANHOLE
	ROAD CATCH BASIN
	YARD CATCH BASIN
	TRANSFORMER & PEDESTALS
	UTILITY POLE
	LIGHT POLE
	GUY ANCHOR
	SPOT ELEVATION
	SANITARY SEWER ——— SAN ———
	STORM SEWER ——— STM ———
	WATER ——— WAT ———
	ELECTRIC ——— ELEC ———
	OVERHEAD ——— OH ———
	GAS ——— GAS ———

DEVELOPER
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PRELIMINARY UTILITY PLAN
(THE FAIRWAYS AT GATEWAY PDA)
"THE BLUFFS AT GATEWAY"
PART OF THE NORTHEAST 1/4 OF SECTION 3, T. 3 S., R. 9 E., CITY OF ROMULUS, WAYNE COUNTY, MICHIGAN

ARPEE/DONNAN, INC. LAND SURVEYING • ENGINEERING • MAPPING 32233 SCHOOLCRAFT ROAD, SUITE 103 LIVONIA, MICHIGAN 48150 PHONE (734) 953-3335 FAX (734) 953-3324	DATE 11/22/2021	REVISIONS
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	F.B.	11/28/2022
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JOB # 18023	SH. 5	

DEVELOPMENT NARRATIVE FOR EAST SINGLE-FAMILY PART

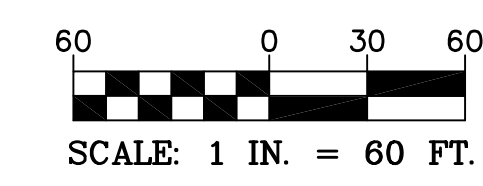
THE PROPOSED SINGLE-FAMILY DEVELOPMENT WILL GENERALLY FOLLOW THE ORIGINAL PUD PLANS FOR THE DUPLEX DEVELOPMENT. THE ORIGINALLY PLANNED DUPLEX BUILDINGS WILL BE REPLACED WITH 60-FOOT-WIDE SINGLE-FAMILY CONDOMINIUM LOTS SIMILAR TO THE EXISTING SINGLE-FAMILY LOTS IN THE FAIRWAYS OF GATEWAY SUBDIVISION.

THE STORM WATER DETENTION PONDS ARE CONSTRUCTED AND SOME OF THE STORM SEWER IS BUILT. PART OF THE SANITARY SEWER IS CONSTRUCTED FROM OFF-SITE AND PASSING THROUGH THE PROPOSED SINGLE-FAMILY DEVELOPMENT. THE SANITARY IS STUBBED FOR CONSTRUCTION ON TWIN OAKS DRIVE. THE WATER MAIN IS STUBBED AT BOTH TWIN OAKS DRIVE & MISSION HILLS DRIVE.

THE LOOP ROAD, THE SANITARY SEWER, AND WATER MAIN WILL BE CONSTRUCTED AS ORIGINALLY PROPOSED WITH THE EXCEPTION OF CONSTRUCTING AN INDIVIDUAL SANITARY LEAD FOR EACH LOT.

THE STORM SEWER WILL BE CONSTRUCTED GENERALLY AS ORIGINALLY PLANNED WITH MINOR MODIFICATIONS TO PROVIDE REAR YARD DRAINAGE AND AN INDIVIDUAL SUMP LEAD FOR EACH LOT.

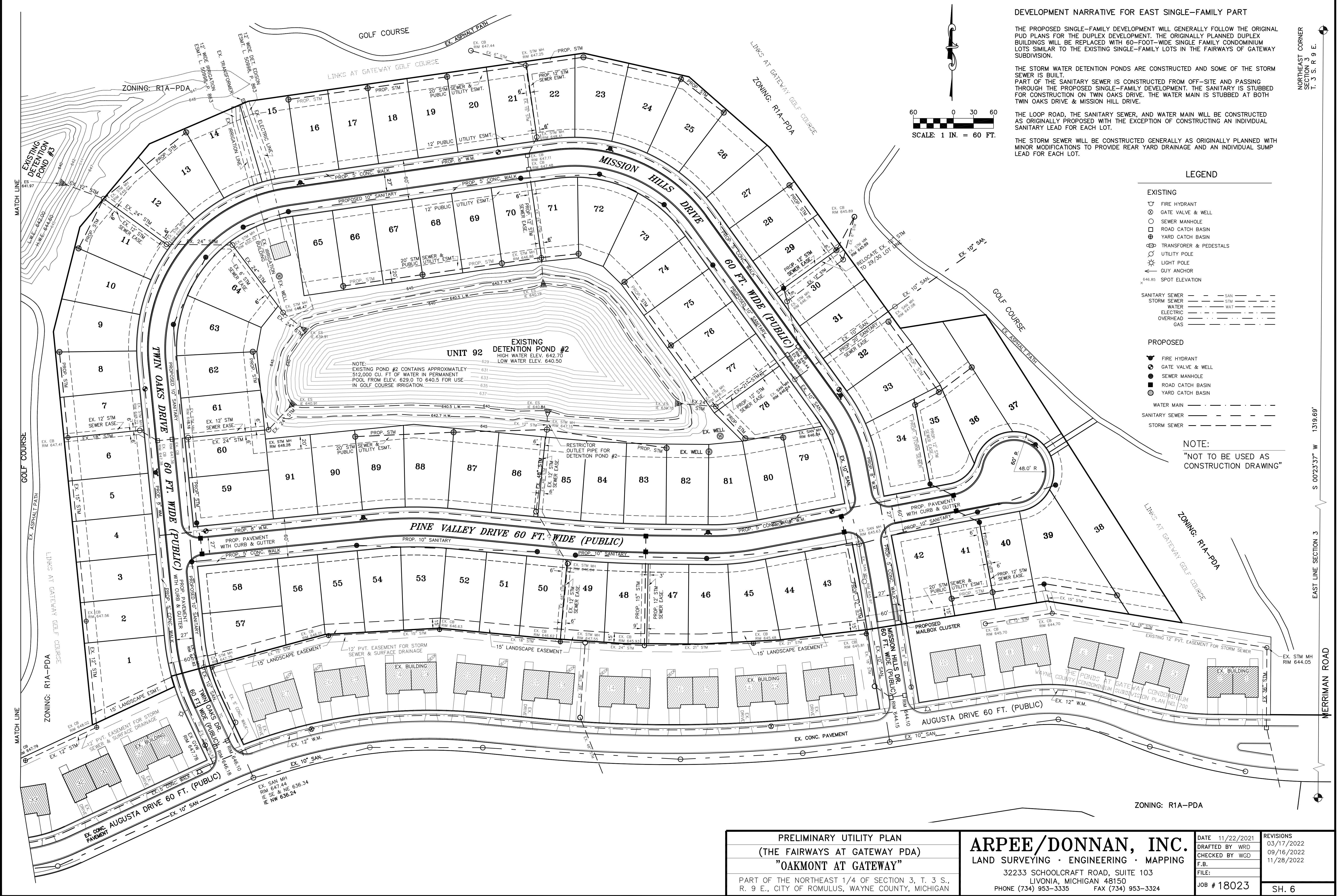
NORTHEAST CORNER
SECTION 3
T. 3 S. R. 9 E.



LEGEND

- EXISTING**
- FIRE HYDRANT
 - GATE VALVE & WELL
 - SEWER MANHOLE
 - ROAD CATCH BASIN
 - YARD CATCH BASIN
 - TRANSFORMER & PEDESTALS
 - UTILITY POLE
 - LIGHT POLE
 - GUY ANCHOR
 - SPOT ELEVATION
- SANITARY SEWER** — SAN —
- STORM SEWER** — STM —
- WATER** — WAT —
- ELECTRIC** — —
- OVERHEAD** — —
- GAS** — —
- PROPOSED**
- FIRE HYDRANT
 - GATE VALVE & WELL
 - SEWER MANHOLE
 - ROAD CATCH BASIN
 - YARD CATCH BASIN
- WATER MAIN** — —
- SANITARY SEWER** — —
- STORM SEWER** — —

NOTE:
"NOT TO BE USED AS
CONSTRUCTION DRAWING"



PRELIMINARY UTILITY PLAN
(THE FAIRWAYS AT GATEWAY PDA)
"OAKMONT AT GATEWAY"
PART OF THE NORTHEAST 1/4 OF SECTION 3, T. 3 S.,
R. 9 E., CITY OF ROMULUS, WAYNE COUNTY, MICHIGAN

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JOB #	18023		
		SH. 6	

THE GREENS AT GATEWAY CONDOMINIUM
WAYNE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 580

L.W.E. 642.00
H.W.E. 644.60
EXISTING
DETENTION POND #3

60 0 30 60
SCALE: 1 IN. = 60 FT.

NOTE:

THE PROPOSED SITE GRADING AS SHOWN FOLLOWS
THE PREVIOUSLY APPROVED GRADING PLAN CONCEPT.

LEGEND:

X 648.84 EXISTING ELEVATION
649.34 PROPOSED ELEVATION

PRELIMINARY GRADING PLAN
(THE FAIRWAYS AT GATEWAY PDA)
"THE BLUFFS AT GATEWAY"

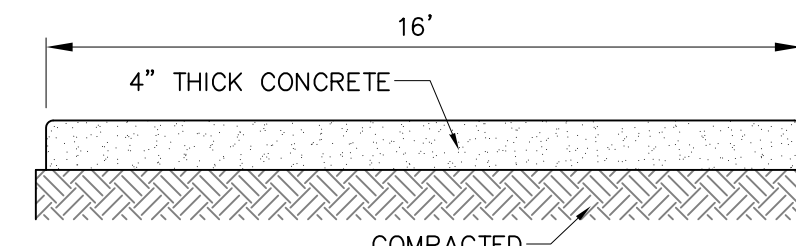
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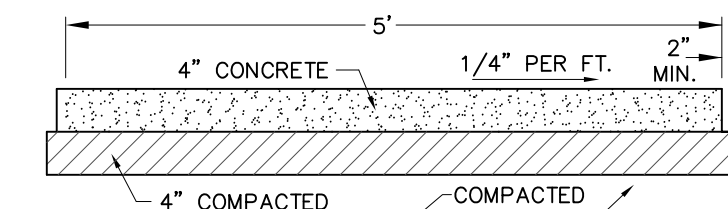
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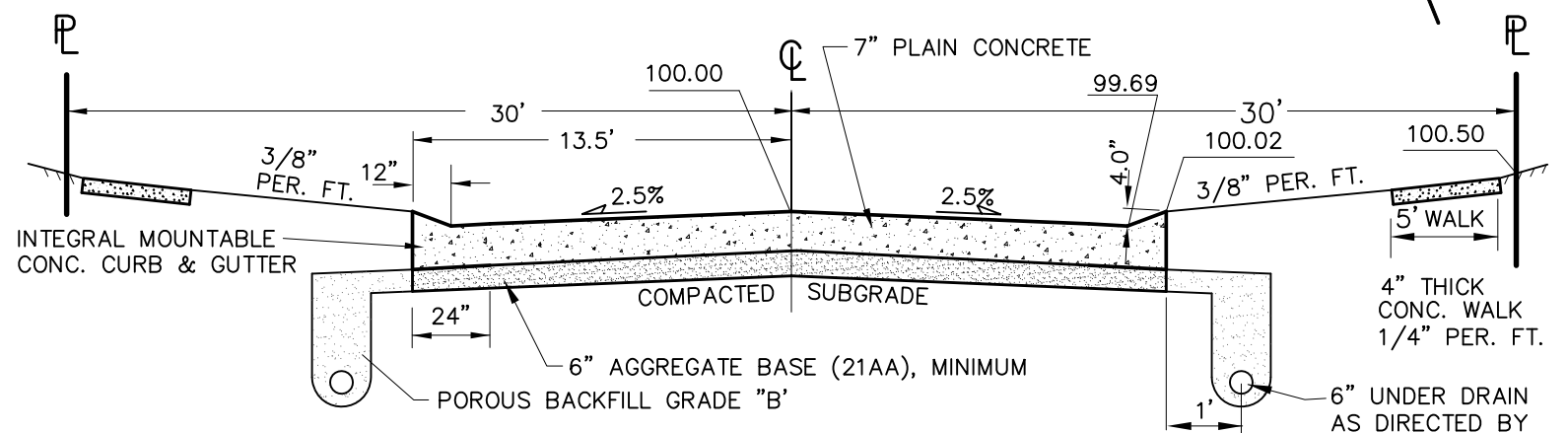
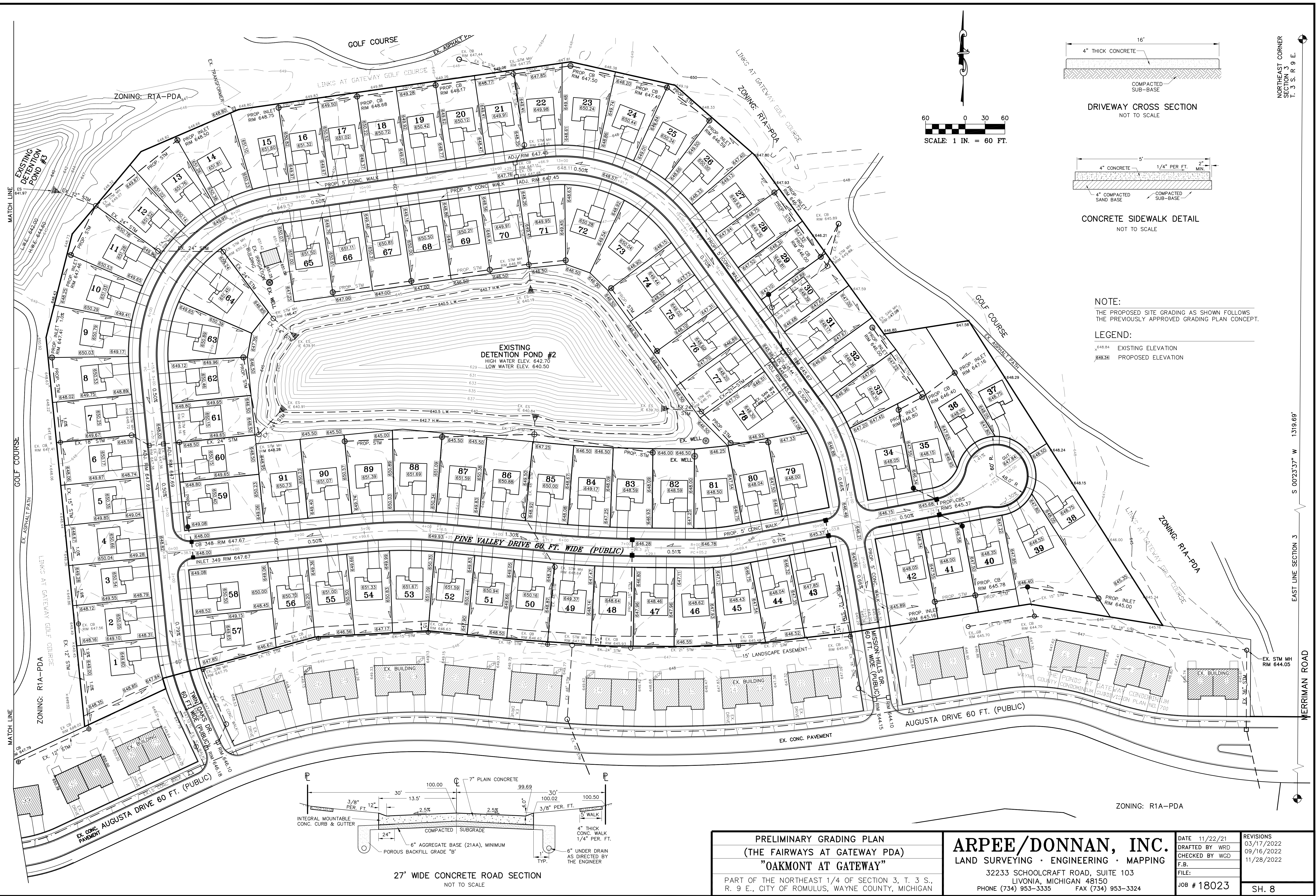
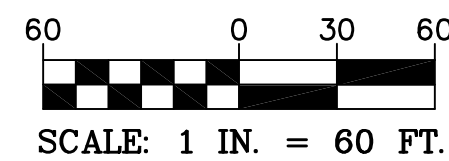
DRIVEWAY CROSS SECTION
NOT TO SCALE



CONCRETE SIDEWALK DETAIL
NOT TO SCALE

NOTE:
THE PROPOSED SITE GRADING AS SHOWN FOLLOWS
THE PREVIOUSLY APPROVED GRADING PLAN CONCEPT.

- LEGEND:
- EXISTING ELEVATION
 - PROPOSED ELEVATION

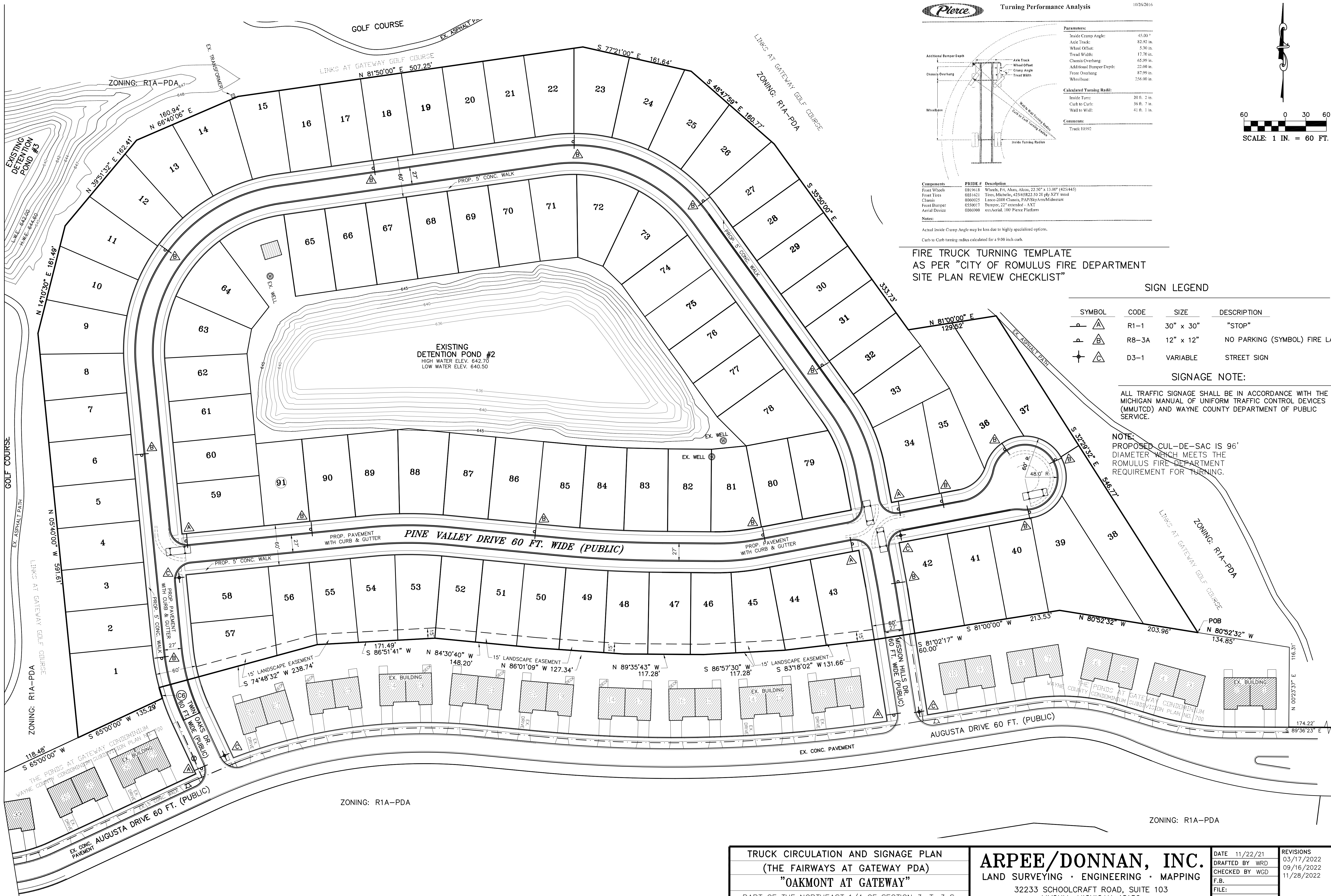


27' WIDE CONCRETE ROAD SECTION
NOT TO SCALE

PRELIMINARY GRADING PLAN
(THE FAIRWAYS AT GATEWAY PDA)
"OAKMONT AT GATEWAY"
PART OF THE NORTHEAST 1/4 OF SECTION 3, T. 3 S.,
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ARPEE/DONNAN, INC.
LAND SURVEYING • ENGINEERING • MAPPING
32233 SCHOOLCRAFT ROAD, SUITE 103
LIVONIA, MICHIGAN 48150
PHONE (734) 953-3335 FAX (734) 953-3324

DATE	11/22/21	REVISIONS	03/17/2022
DRAFTED BY	WRD	CHECKED BY	WGD
F.B.			11/28/2022
FILE:			
JOB #	18023		
		SH.	8



Pierce Turning Performance Analysis 10/26/2016

Parameters:

Inside Cramp Angle:	45.00°
Acie Track:	82.92 in.
Wheel Offset:	5.30 in.
Tread Width:	17.70 in.
Chassis Overhang:	65.99 in.
Additional Bumper Depth:	22.00 in.
Front Overhang:	87.99 in.
Wheelbase:	256.00 in.

Calculated Turning Radii:

Inside Turn:	20.6, 2 in.
Curb to Curb:	36.8, 7 in.
Wall to Wall:	41.8, 1 in.

Comments:

Track 10592

Notes:

Actual Inside Cramp Angle may be less due to highly specialized options.
Curb to Curb turning radius calculated for a 9.00 inch curb.

Components:

PRIDE #	Description
0019618	Wheels, Fri, Alum, Also, 22.50" x 13.00" (425/445)
0031621	Tires, Michelin, 425/45R22.50 20 ply XZY, used
0060025	Lance 2000 Chassis, PAV/SkyArm/Midweight
0550017	Bumper, 22" extended - AXI
0000000	xxx/Aerial, 100' Pierce Platform

FIRE TRUCK TURNING TEMPLATE
AS PER "CITY OF ROMULUS FIRE DEPARTMENT
SITE PLAN REVIEW CHECKLIST"

SIGN LEGEND

SYMBOL	CODE	SIZE	DESCRIPTION
	R1-1	30" x 30"	"STOP"
	R8-3A	12" x 12"	NO PARKING (SYMBOL) FIRE LANE
	D3-1	VARIABLE	STREET SIGN

SIGNAGE NOTE:

ALL TRAFFIC SIGNAGE SHALL BE IN ACCORDANCE WITH THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MMUTCD) AND WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICE.

NOTE:
PROPOSED CUL-DE-SAC IS 96' DIAMETER WHICH MEETS THE ROMULUS FIRE DEPARTMENT REQUIREMENT FOR TURNING.

TRUCK CIRCULATION AND SIGNAGE PLAN
(THE FAIRWAYS AT GATEWAY PDA)
"OAKMONT AT GATEWAY"

PART OF THE NORTHEAST 1/4 OF SECTION 3, T. 3 S., R. 9 E., CITY OF ROMULUS, WAYNE COUNTY, MICHIGAN

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DATE 11/22/21
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F.B.
FILE:
JOB # 18023

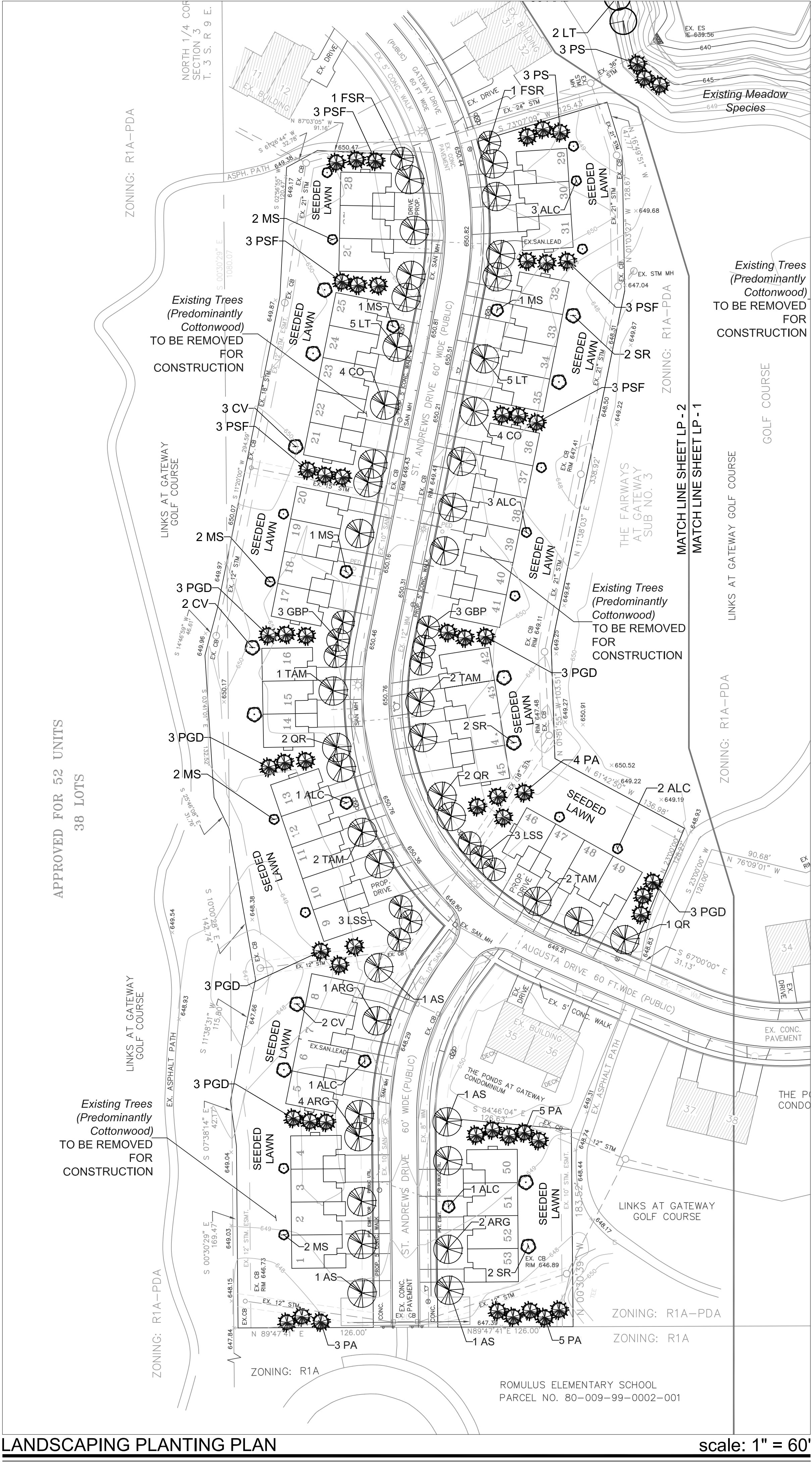
REVISIONS
03/17/2022
09/16/2022
11/28/2022
SH. 9



AERIAL PHOTO PLAN
"THE BLUFFS AT GATEWAY"
"OAKMONT AT GATEWAY"
PART OF THE NORTHEAST 1/4 OF SECTION 3, T. 3 S.,
R. 9 E., CITY OF ROMULUS, WAYNE COUNTY, MICHIGAN

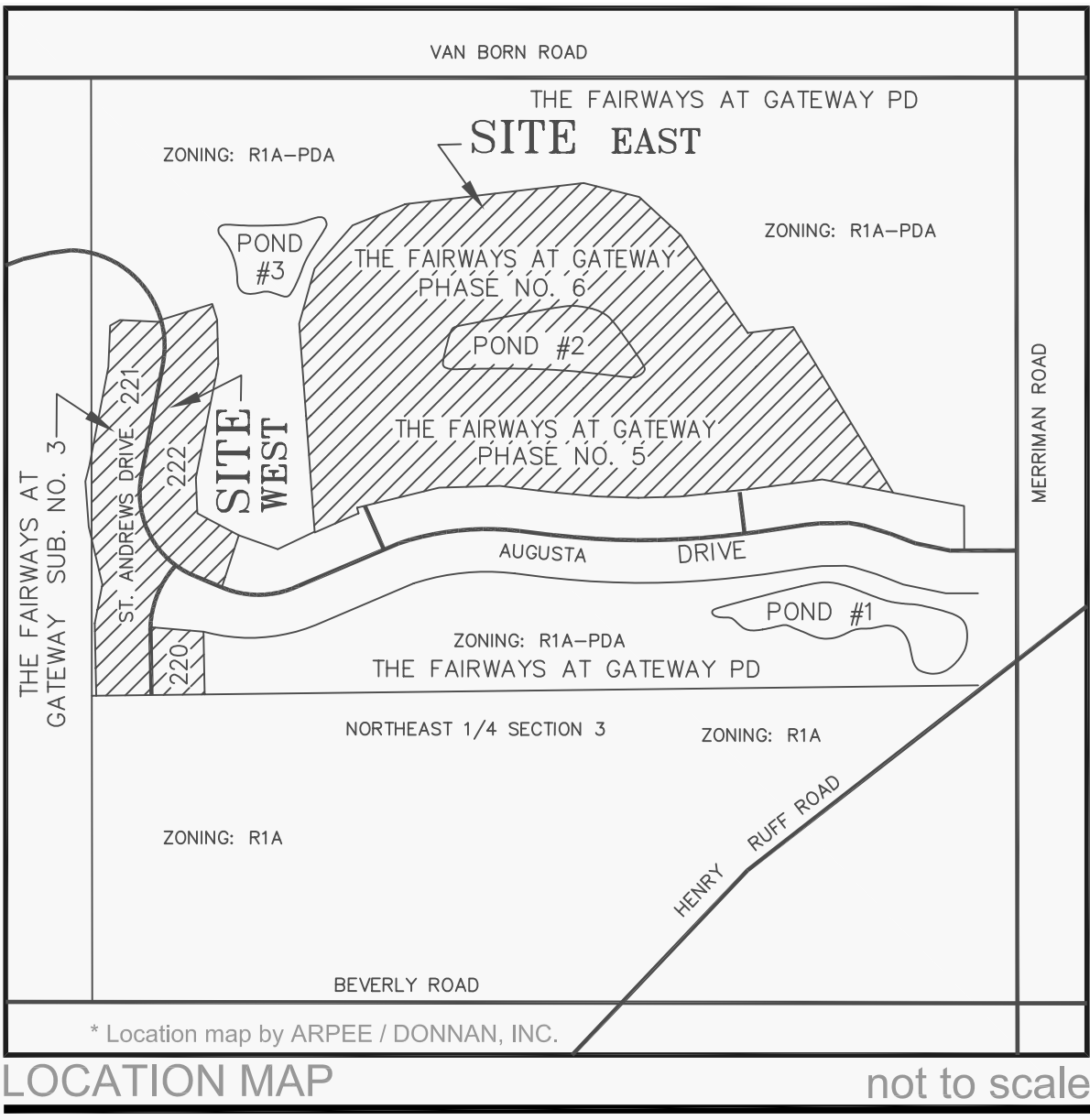
ARPEE/DONNAN, INC.
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32233 SCHOOLCRAFT ROAD, SUITE 103
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DATE 11/22/21	REVISIONS 11/28/22
DRAFTED BY WRD	
CHECKED BY WGD	
F.B.	
FILE:	
JOB # 18023	SH. 10



LANDSCAPING PLANTING PLAN

scale: 1" = 60'



LOCATION MAP not to scale

PLANT LIST

KEY	QTY.	BOTANICAL NAME	COMMON NAME	SIZE
STREET TREE PLANTING				
ARG	7	<i>Acer rubrum</i> 'Armstrong Gold'	Armstrong Gold Red Maple	3" cal. B&B
AS	4	<i>Acer saccharum</i> 'Legacy'	Legacy Sugar Maple	3" cal. B&B
CO	8	<i>Celtis occidentalis</i>	Northern Hackberry	3" cal. B&B
FSR	2	<i>Fagus sylvatica</i> 'Red Obelisk'	Red Obelisk European Beech	3" cal. B&
GBP	6	<i>Ginkgo biloba</i> 'Princeton Sentry'	Princeton Sentry Maidenhair Tree	3" cal. B&B
LSS	6	<i>Liquidambar styraciflua</i> 'Slender Silhouette'	Slender Silhouette American Sweetgum	3" cal. B&B
LT	10	<i>Liriodendron tulipifera</i>	Tuliptree	3" cal. B&B
QR	5	<i>Quercus rubra</i>	Red Oak	3" cal. B&B
TAM	7	<i>Tilia americana</i> 'McKsentry'	American Sentry Linden	3" cal. B&B
ALC	3	<i>Amelanchier laevis</i> 'Cumulus'	Cumulus Serviceberry	2" cal. B&B
MS	3	<i>Magnolia stellata</i> 'Royal Star'	Royal Star Magnolia	2" cal. B&B
DWELLING UNIT PLANTING				
PA	17	<i>Picea abies</i>	Norway Spruce	8' ht. B&B
PGD	18	<i>Picea glauca</i> 'Densata'	Black Hills White Spruce	8' ht. B&B
PS	3	<i>Pinus strobus</i>	Eastern White Pine	8' ht. B&B
PSF	15	<i>Pinus strobus</i> 'Fastigiata'	Fastigate Eastern White Pine	8' ht. B&B
ALC	8	<i>Amelanchier laevis</i> 'Cumulus'	Cumulus Serviceberry	2" cal. B&B
CV	7	<i>Crataegus viridis</i> 'Winter King'	Winter King Hawthorn	2" cal. B&B
MS	8	<i>Magnolia stellata</i> 'Royal Star'	Royal Star Magnolia	2" cal. B&B
SR	6	<i>Syringa reticulata</i> 'Ivory Silk'	Ivory Silk Japanese Tree Lilac	2" cal. B&B

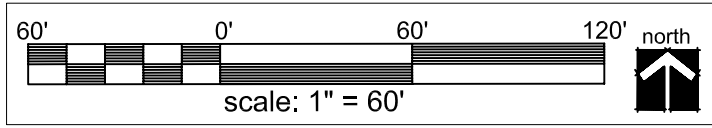
LANDSCAPE CALCULATIONS:

STREET TREE PLANTING

- * One (1) deciduous shade tree per lot for lots 65 feet in width and less
- * Two (2) deciduous shade trees per lot for lots 65 feet to 120 feet in width
- * Three (3) deciduous shade trees per lot for lots greater than 120 feet in width and corner lots

CLUSTER HOUSING

- * Two (2) deciduous or evergreen trees per dwelling unit (Cluster housing trees also used in the planting of the landscape easement to the south of the single family homes.)



ADDITIONAL NOTES:

- * NO ACCESSORY STRUCTURES ARE PROPOSED.
- * ADDITIONAL LANDSCAPE PLANT MATERIAL MAY BE NEEDED FOR SOME UNITS TO HELP REDUCE THE IMPACT OF ERRANT GOLF BALLS. THE INTENT OF THE DESIGN IS TO ALLOW THE HOMEOWNER TO CHOOSE BETWEEN OPEN VIEWS TO THE COURSE OR SCREENING FROM PLAY.
- * SCREENING IN THE FORM OF FOUNDATION PLANTING WILL BE ADDED FOR THE FRONT OF ANY EXPOSED UTILITY METER CLUSTERS AND FOR HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) UNITS.

NOTES:

- * See Sheet LP - 1: LANDSCAPE PLANTING PLAN - EAST for the overall planting plan, plant list, and summary of landscape requirements for the single family development including planting for the detention ponds.
- * See Sheet LP - 3: LANDSCAPE NOTES & DETAILS for landscape notes, landscape construction details, and planting details.

date: July 20, 2021
revised:
03-17-2022 Revise for City review ltr.
dated February 16, 2022.
11-30-2022 Revise for site plan changes.
01-23-2023
02-16-2023 Revise for City review ltr.
dated February 8, 2023.

LANDSCAPE PLAN FOR:
Infinity Gateway, L.L.C.
Mr. Rino Soave
42400 Grand River Ave., Suite 112
Novi, Michigan 48375
(248) 449-8084

PROJECT LOCATION:
The Fairways at Gateway
W. Side of Merriman Road
at Augusta Drive
Romulus, Michigan

LANDSCAPE PLAN BY:
Nagy Devlin Land Design
31736 West Chicago Ave.
Livonia, Michigan 48150
(734) 634 9208



LP - 2: LANDSCAPE PLANTING PLAN - WEST

* Base data provided by ARPEE / DONNAN, INC.

LANDSCAPE DEVELOPMENT NOTES:

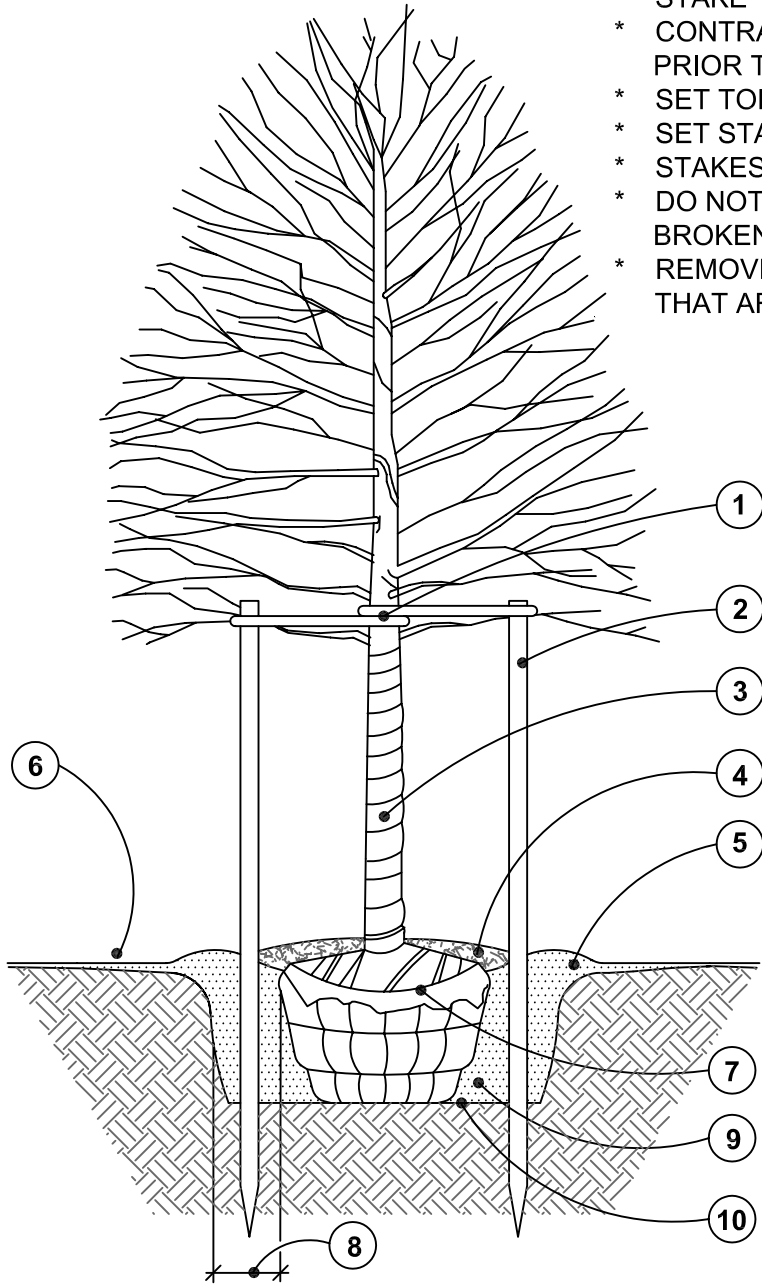
PLANTING

1. Installation of all plant material shall be in accordance with the latest edition of the *American Association of Nurserymen Standards for Nursery Stock* and with the specifications set forth by the City of Romulus, Michigan.
 2. The plant materials shall conform to the type stated on the plant list. Sizes shall be the minimum stated on the plant list or larger. All measurements shall be in accordance with the latest edition of the *American Association of Nurserymen Standards for Nursery Stock*.
 3. The plant material shall be nursery grown and inspected by the Owner's representative before planting. The Owner's representative reserves the right to reject any plant material at any time.
 4. Plants designated "B&B" shall be balled and burlapped with firm balls of earth.
 5. Dig shrub pits one foot (1') larger than the shrub rootball, tree pits three (3) times the width of the tree rootball and backfill with one (1) part topsoil and one (1) part soil from excavated pit. Plant trees and shrubs at the same grade level at which they were planted at the nursery. If wet, clay soils are evident, plant trees and shrubs slightly higher.
 6. The Contractor is responsible for planting the materials at the correct grades and spacing. The plants shall be oriented to give the best appearance.
 7. When the plant has been properly set, the pit shall be backfilled with the topsoil mixture, gradually filling, patting, and settling with water.
 8. Trees in lawn areas to have a four foot (4') circle of mulch, four inches (4') deep, and three inches (3") away from the trunk. Shrub beds are to be mulched with shredded bark mulch to a minimum depth of four inches (4"). Only natural color shredded hardwood bark mulch will be accepted.
 9. Remove all twine, wire, and burlap from the top one third (1/3) of tree and shrub root balls and from tree trunks. Remove all non-biodegradable material such as plastic or nylon completely from branches and stems.
 10. All plant materials shall be pruned and injuries repaired. The amount of pruning shall be limited to the removal of dead or injured limbs and to compensate for the loss of roots from transplanting. Cuts should be flush, leaving no stubs. DO NOT apply tree paint to freshly cut wounds. Shrubs along the site perimeter shall be allowed to grow together in a natural form.
 11. Organic, friable topsoil shall be evenly distributed and fine graded over all areas to receive lawns at uniform depth of four inches (4") after settlement.
 12. All lawn areas shall be sodded with a Grade A Kentucky Blue Grass blend over the topsoil.
 13. All plantings shall be completed within three (3) months, and no later than November 30, from the date of issuance of a certificate of occupancy if such certificate is issued during the April 1 thru September 30 period; if the certificate is issued during the October 1 thru March 31 period, the planting shall be completed no later than the ensuing May 31; plantings shall thereafter be reasonably maintained, including permanence and health of plant materials to provide a screen to abutting properties and including the absence of weeds and refuse.
 14. Plant trees and shrubs no closer than the following minimum distances from sidewalks, curbs, and parking stalls:

a. Shade/Canopy Trees	Three feet (3')
b. Ornamental/Flowering Trees	Five feet (5')
c. Evergreen Trees	Five feet (5')
d. Evergreen/Flowering Shrubs	Four feet (4').
 15. Backfill directly behind all curbs and along sidewalks and compact to the to of curbs or walk to support vehicle and pedestrian weight without settling.
 16. All landscape areas, especially parking lot islands and landscape beds next to buildings shall be excavated of all building materials and poor soils to a depth of twelve inches to eighteen inches (12"-18") and backfilled with good, medium-textured planting soil (loam or light yellow clay loam). Add four inches to six inches (4"-6") of topsoil over the fill material and crown a minimum of six inches (6") above the top of curbs and/or walks after earth settling unless otherwise noted on the landscape plan.
 17. Conversion of all asphalt and gravel areas to landscape planting beds shall be done in the following manner: a. Remove all asphalt, gravel, and compacted earth to a depth of six inches to eighteen inches (6"-18") depending on the depth of the sub base and dispose of off site; b. Call the City for an inspection prior to backfilling; c. Replace excavated material with good, medium-textured planting soil (loam or light yellow clay loam) to a minimum of two inches (2") above the top of the curb and sidewalk, add four inches to six inches (4"-6") of topsoil and crown to a minimum of six inches (6") above the adjacent curb and walk after earth settling, unless otherwise noted on the landscape plan.
- If conversion from asphalt to landscape occurs in or between an existing landscape area(s), replace excavated material from four inches to six inches (4"-6") below adjacent existing grade with good, medium-textured planting soil (loam or light yellow clay loam) and add four inches to six inches (4"-6") of topsoil to meet existing grades after earth settling.
18. Edging shall consist of Ryerson Steel edging or approved equivalent.
 19. Elevate the rootballs of Yew shrubs to allow for better drainage.

NOTES:

- STAKE TREES UNDER FOUR INCH (4") CALIPER.
- CONTRACTOR TO VERIFY PERCOLATION OF PLANTING PIT PRIOR TO INSTALLATION.
- SET TOP OF BALL THREE INCHES (3") ABOVE FINISH GRADE.
- SET STAKES VERTICAL & EVENLY SPACED.
- STAKES OR GUYS TO BE SECURED ABOVE THE FIRST BRANCH.
- DO NOT PRUNE TERMINAL LEADER. PRUNE ONLY DEAD OR BROKEN BRANCHES.
- REMOVE ALL TAGS, STRING, PLASTICS, AND OTHER MATERIALS THAT ARE UNSIGHTLY OR COULD CAUSE DAMAGE.



DECIDUOUS TREE

- 1 STAKE TREE JUST BELOW FIRST BRANCH USING TWO INCH TO THREE INCH (2"-3") WIDE BELT-LIKE MATERIAL OF NYLON, PLASTIC, OR OTHER ACCEPTABLE MATERIAL. (NO WIRE OR HOSE TO BE USED TO GUY TREES.) THREE (3) GUYS EVENLY SPACED PER TREE. REMOVE AFTER ONE (1) WINTER SEASON.
- 2 2 x 2 HARDWOOD STAKES. POSITION SIX INCHES TO EIGHT INCHES (6"-8") OUTSIDE OF ROOTBALL AND EXTEND EIGHTEEN INCHES (18") BELOW TREE PIT INTO UNDISTURBED SOIL.
- 3 APPLY TREE WRAP AND SECURE WITH A BIODEGRADABLE MATERIAL AT TOP AND BOTTOM. REMOVE AFTER ONE (1) WINTER.
- 4 SHREDDED BARK MULCH OF A NATURAL COLOR AT FOUR INCH (4") MINIMUM DEPTH. LEAVE A THREE INCH (3") CIRCLE OF BARE SOIL AT THE BASE OF THE TREE.
- 5 MOUND TO FORM TREE SAUCER.
- 6 FINISH GRADE SLOPED AWAY FROM TREE.
- 7 CUT AND REMOVE WIRE, BURLAP, AND BINDINGS FROM THE TOP ONE-THIRD (1/3) OF THE ROOTBALL.
- 8 WIDTH OF ROOTBALL ON EACH SIDE.
- 9 PLANTING MIX SHALL BE AMMENDEED PER SITE CONDITIONS AND PLANT REQUIREMENTS.
- 10 SCARIFY BOTTOM AND SIDES OF PLANTING PIT TO FOUR INCH (4") DEPTH.

MATERIAL

1. Required landscape material shall satisfy the criteria of the American Association of Nurserymen Standards for Nursery Stock and be: a. Nursery grown; b. State Department of Agriculture inspected; c. No. 1 grade material with a straight, unscarred trunk, and well-developed uniform crown (park grade trees will not be accepted); d. Staked, wrapped, watered, and mulched according to the details provided; and e. Guaranteed for one (1) year.
2. Topsoil shall be friable, fertile soil of clayloam character containing at least five percent (5%) but not more than twenty percent (20%) by weight of organic matter with a pH range between 6.0 and 7.0. The topsoil shall be free from clay lumps, coarse sand, plant roots, sticks, and other foreign materials.
3. The seed mixture shall consist of the following types and proportions: Kentucky Blue Grass blend "Baron/Sheri/Adelphi" @ sixty percent (60%), Chewing Fescue @ twenty-five percent (25%), Creeping Red Fescue @ ten percent (10%), and Perennial Rye Grass @ five percent (5%). Weed content shall not exceed one percent (1%). The mix shall be applied at a rate of 200 pounds per acre.
4. Sod shall be two (2) year old "Baron/Sheri/Adelphi" Kentucky Blue Grass blend grown in a sod nursery on loam soil.
5. Callery Pear (*Pyrus calleryana*) and Norway Maple (*Acer platanoides*) shall not be substituted for any tree species in the plant list. Contact the Landscape Architect for acceptable plant substitutions.

GENERAL

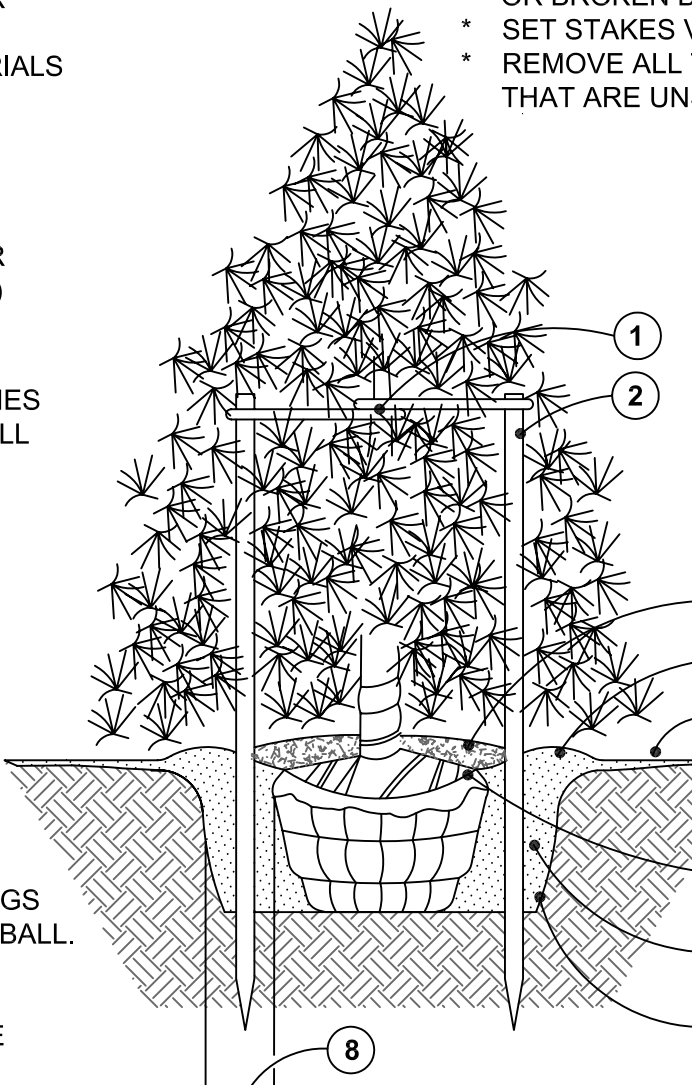
1. Do not plant deciduous or evergreen trees directly over utility lines or under overhead wires. Maintain a six foot (6') distance from the centerline of utilities and twenty feet (20') from the centerline of overhead wires for planting holes. Call MISS DIG forty-eight (48) hours prior to landscape construction for field location of utility lines.
2. The Contractor agrees to guarantee all plant material for a period of one (1) year. At that time, the Owner's representative reserves the right for a final inspection. Plant material with twenty-five percent (25%) die back, as determined by the Owner's representative shall be replaced. This guarantee includes the furnishing of new plants, labor, and materials. These new plants shall also be guaranteed for a period of one (1) year.
3. The work shall consist of providing all necessary materials, labor, equipment, tools, and supervision required for the completion as indicated on the drawings.
4. All landscape areas including landscape berms, detention pond, and parking lot islands shall be irrigated by an automatic underground irrigation system. Lawns and shrub/landscape areas shall be watered by separate zones to minimize overwatering.
5. All written dimensions override scale dimensions on the plans.
6. Report all changes, substitutions, or deletions to the Owner's representative.
7. All bidders must inspect the site and report any discrepancies to the Owner's representative.
8. All specifications are subject to change due to existing conditions.
9. The Owner's representative reserves the right to approve all plant material.
10. All ground mounted mechanical units shall be screened on three (3) sides with living plant material.

MAINTENANCE OF GENERAL LANDSCAPE AREAS

1. The Owner of the landscaping shall perpetually maintain such landscaping in good condition so as to present a healthy, neat, and orderly appearance, free from refuse and debris.
2. The Owner shall conduct a seasonal landscape maintenance program including regular lawn cutting (at least once per week during the growing season), pruning at appropriate times, watering, and snow removal during winter.
3. The Contractor is responsible for watering and maintenance of all seed areas until a minimum of ninety percent (90%) coverage, as determined by the Owner's representative.
4. All diseased and/or dead material shall be removed within sixty (60) days following notification and shall be replaced within the next appropriate planting season or within one (1) year, whichever comes first.
5. Any debris such as lawn clippings, fallen leaves, fallen limbs, and litter shall be removed from the site on a weekly basis at the appropriate season.
6. All planting beds shall be maintained by removing weeds, fertilizing, and replenishing mulch as needed.
7. Annual beds shall be kept free of weeds and mulched with sphagnum peat of a neutral pH as needed. Perennial beds shall be kept free of weeds and mulched with fine textured shredded bark as needed. Cut spent flower stalks from perennial plants at regular intervals.

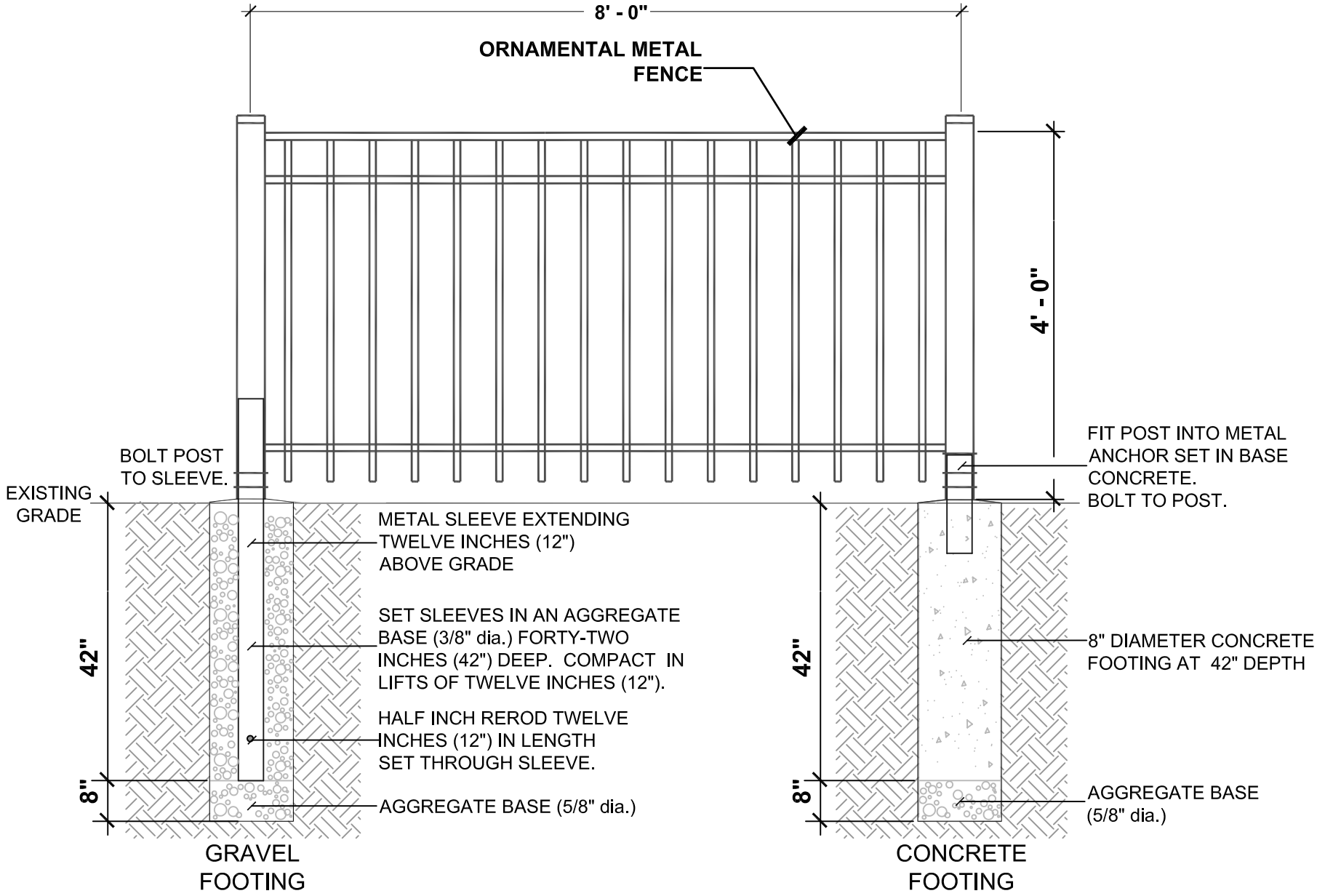
NOTES:

- STAKE ALL EVERGREEN TREES UNDER TWELVE FEET (12') HIGH. GUY ALL EVERGREEN TREES TWELVE FEET (12') HIGH AND OVER.
- CONTRACTOR TO VERIFY PERCOLATION OF PLANTING PIT PRIOR TO INSTALLATION.
- NEVER CUT CENTRAL LEADER. PRUNE ONLY TO REMOVE DEAD OR BROKEN BRANCHES.
- SET STAKES VERTICAL AND EVENLY SPACED.
- REMOVE ALL TAGS, STRING, PLASTICS, AND OTHER MATERIALS THAT ARE UNSIGHTLY OR COULD CAUSE GIRDLING.



EVERGREEN TREE

- 1 STAKE TREE AS INDICATED USING TWO INCH TO THREE INCH (2"-3") WIDE BELT-LIKE MATERIAL OF NYLON, PLASTIC, OR OTHER ACCEPTABLE MATERIAL. (NO WIRE OR HOSE TO BE USED TO GUY TREES.) THREE (3) GUYS EVENLY SPACED PER TREE. REMOVE AFTER ONE (1) WINTER SEASON.
- 2 2 x 2 HARDWOOD STAKES. POSITION SIX INCHES TO EIGHT INCHES (6"-8") OUTSIDE OF ROOTBALL AND EXTEND EIGHTEEN INCHES (18") BELOW TREE PIT INTO UNDISTURBED SOIL.
- 3 SHREDDED BARK MULCH OF A NATURAL COLOR AT FOUR INCH (4") MINIMUM DEPTH. LEAVE A THREE INCH (3") CIRCLE OF BARE SOIL AT THE BASE OF THE TREE.
- 4 MOUND TO FORM TREE SAUCER.
- 5 FINISH GRADE SLOPED AWAY FROM TREE.
- 6 CUT AND REMOVE WIRE, BURLAP, AND BINDINGS FROM THE TOP ONE-THIRD (1/3) OF THE ROOTBALL.
- 7 PLANTING MIX SHALL BE AMMENDEED PER SITE CONDITIONS AND PLANT REQUIREMENTS.
- 8 WIDTH OF ROOTBALL ON EACH SIDE.
- 9 SCARIFY BOTTOM AND SIDES OF PLANTING PIT TO FOUR INCH (4") DEPTH.



ORNAMENTAL METAL FENCE DETAIL

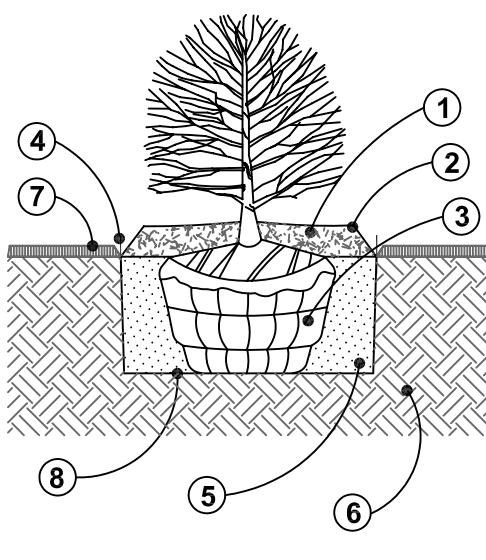
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GENERAL NOTES FOR ALL PLANTINGS:

- DO NOT CUT CENTRAL LEADER.
- REMOVE ALL TAGS, STRINGS, PLASTICS, AND ANY OTHER NON-BIODEGRADABLE MATERIALS (EXCEPT LABEL FOR PLANT NAME) FROM PLANT STEMS OR CROWN WHICH ARE UNSIGHTLY OR COULD CAUSE GIRDLING.
- PLANTS SHALL BEAR THE SAME RELATION TO FINISH GRADE AS IT BORE TO THE PREVIOUS GRADE IN THE NURSERY. SET THE BASE OF THE PLANT SLIGHTLY HIGHER THAN EXISTING GRADE IF PLANTING IN CLAY SOILS.
- CENTER THE ROOTBALL IN THE PLANTING HOLE. LEAVE THE BOTTOM OF THE PLANTING HOLE FIRM. USE WATER TO SETTLE THE PLANTING MIX AND REMOVE ANY AIR POCKETS AND FIRMLY SET THE TREE OR SHRUB. GENTLY TAMP IF NEEDED.

NOTE:

- CONTRACTOR TO VERIFY PERCOLATION OF PLANTING PIT PRIOR TO INSTALLATION.

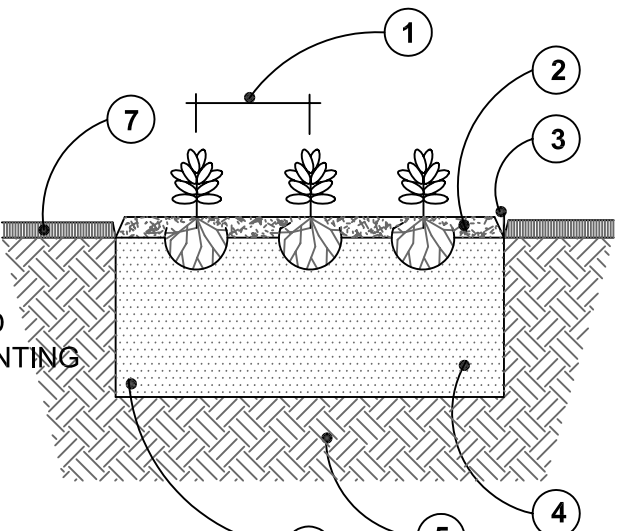


SHRUB

- 1 SHREDDED BARK MULCH AT FOUR INCH (4") MINIMUM DEPTH. MULCH SHALL BE NATURAL IN COLOR.
- 2 FORM A SAUCER WITH MULCH AND SOIL AROUND SHRUB BED.
- 3 CUT AND REMOVE BURLAP AND BINDINGS FROM THE TOP ONE-THIRD (1/3) OF THE ROOTBALL.
- 4 3/16" x 4" ALUMINUM EDGING (OR APPROVED EQUIVALENT) OR SPADED EDGE.
- 5 EXCAVATE PLANTING HOLE AND BACKFILL WITH PREPARED PLANTING MIX.
- 6 UNDISTURBED SUBGRADE.
- 7 LAWN.
- 8 SCARIFY SUBGRADE.

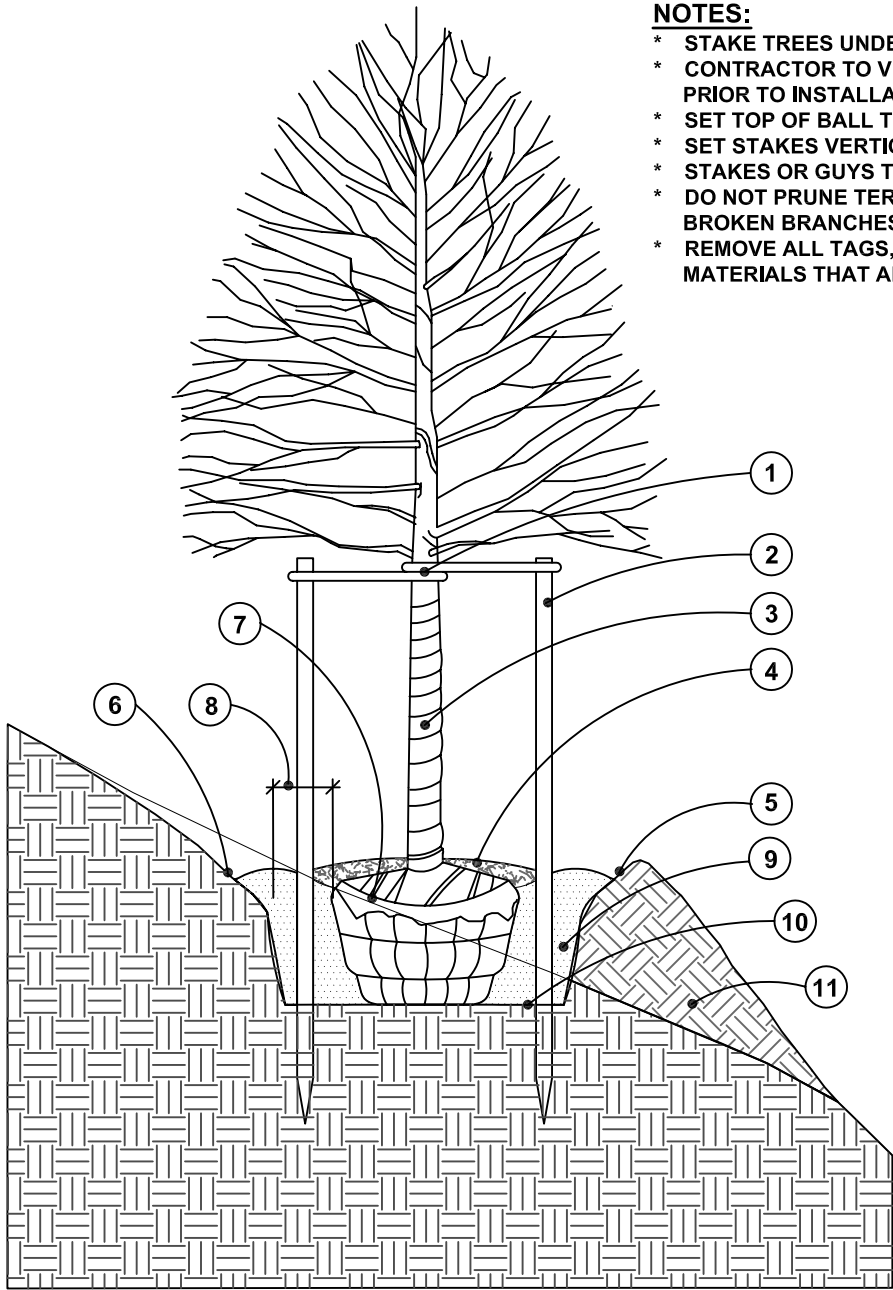
NOTE:

- CONTRACTOR TO VERIFY PERCOLATION OF PLANTING PIT PRIOR TO INSTALLATION.
- PERENNIALS TO BE PLANTED UP TO THE EDGE OF THE SAUCER AROUND A TREE OR SHRUB BED.



ANNUAL / PERENNIAL / GROUNDCOVER

- 1 SEE PLANT LIST FOR SPACING DISTANCE.
- 2 SHREDDED HARDWOOD BARK OF A NATURAL COLOR MULCH AT FOUR INCH (4") MINIMUM DEPTH.
- 3 3/16" x 4" ALUMINUM EDGING (OR APPROVED EQUIVALENT) OR SPADED EDGE.
- 4 EXCAVATE PLANTING BED AND BACKFILL WITH PREPARED PLANTING MIX AT A TEN INCH (10") DEPTH.
- 5 UNDISTURBED SUBGRADE.
- 6 PLANTING MIX TO CONSIST OF EQUAL PARTS OF SAND, LEAF COMPOST, AND NATIVE SOIL.
- 7 LAWN.



TREE PLANTING ON A SLOPE DETAIL

not to scale

NOTES:

- STAKE TREES UNDER FOUR INCH (4") CALIPER.
- CONTRACTOR TO VERIFY PERCOLATION OF PLANTING PIT PRIOR TO INSTALLATION.
- SET TOP OF BALL THREE INCHES (3") ABOVE FINISH GRADE.
- SET STAKES VERTICAL & EVENLY SPACED.
- STAKES OR GUYS TO BE SECURED ABOVE THE FIRST BRANCH.
- DO NOT PRUNE TERMINAL LEADER. PRUNE ONLY DEAD OR BROKEN BRANCHES.
- REMOVE ALL TAGS, STRING, PLASTICS, AND OTHER MATERIALS THAT ARE UNSIGHTLY OR COULD CAUSE DAMAGE.

- 1 STAKE TREE JUST BELOW FIRST BRANCH USING TWO INCH TO THREE INCH (2"-3") WIDE BELT-LIKE MATERIAL OF NYLON, PLASTIC, OR OTHER ACCEPTABLE MATERIAL. (NO WIRE OR HOSE TO BE USED TO GUY TREES.) THREE (3) GUYS EVENLY SPACED PER TREE. REMOVE AFTER ONE (1) WINTER SEASON.
- 2 2 x 2 HARDWOOD STAKES. POSITION SIX INCHES TO EIGHT INCHES (6"-8") OUTSIDE OF ROOTBALL AND EXTEND EIGHTEEN INCHES (18") BELOW TREE PIT INTO UNDISTURBED SOIL.
- 3 APPLY TREE WRAP AND SECURE WITH A BIODEGRADABLE MATERIAL AT TOP AND BOTTOM. REMOVE AFTER ONE (1) WINTER.
- 4 SHREDDED BARK MULCH OF A NATURAL COLOR AT FOUR INCH (4") MINIMUM DEPTH. LEAVE A THREE INCH (3") CIRCLE OF BARE SOIL AT THE BASE OF THE TREE.
- 5 MOUND TO FORM TREE SAUCER.
- 6 FINISH GRADE SLOPED AWAY FROM TREE.
- 7 CUT AND REMOVE WIRE, BURLAP, AND BINDINGS FROM THE TOP ONE-THIRD (1/3) OF THE ROOTBALL.
- 8 WIDTH OF ROOTBALL ON EACH SIDE.
- 9 PLANTING MIX SHALL BE AMMENDEED PER SITE CONDITIONS AND PLANT REQUIREMENTS.
- 10 SCARIFY BOTTOM AND SIDES OF PLANTING PIT TO FOUR INCH (4") DEPTH.
- 11 SOIL EXCAVATED FROM TREE PIT COMPACTED TO NINETY-FIVE PERCENT (95%).

NOTES:

- See Sheet LP - 1: LANDSCAPE PLANTING PLAN - EAST for the overall planting plan, plant list, and summary of landscape requirements for the single family development including planting for the detention ponds.
- See Sheet LP - 2: LANDSCAPE PLANTING PLAN - WEST for the overall planting plan, plant list, and summary of landscape requirements for the attached units.

date: July 20, 2021

revised:

03-17-2022 Revise for City review ltr.
dated February 16, 2022.

11-30-2022 Revise for site plan changes.
01-23-2023 Add fence detail.
02-16-2023

LANDSCAPE PLAN FOR:

Infinity Gateway, L.L.C.
Mr. Rino Soave
42400 Grand River Ave.
Suite 112
Novi, Michigan 48375
(248) 449-8084

LANDSCAPE PLAN BY:

Nagy Devlin Land Design
31736 West Chicago Ave.
Livonia, Michigan 48150
(734) 634 9208

PROJECT LOCATION:

The Fairways at Gateway
W. Side of Merriman Road
at Augusta Drive
Romulus, Michigan





City of Romulus

Chairperson's Report, John Barden, Mayor Pro-Tem

Council Meeting Held: **March 6, 2023**

Item No. A.

General Description: Approval of the Chairperson's Report

Resolution No. _____

<i>Moved by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Seconded by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

<i>Ayes:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Nays:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Abstain:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held:

March 6, 2023

Item No. A.

General Description: Wayne County Sub-Recipient Agreement for HUD Community Development Block Grand (CDBG) program with Wayne County for 2022-2023 CDBG Project Years

Resolution No. _____

<i>Moved by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Seconded by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

<i>Ayes:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Nays:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Abstain:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

City of Romulus

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council
FROM: Mayor Robert A. McCraight
SUBJECT: Wayne County Sub-Recipient Agreement for HUD Community Development Block Grant (CDBG) program with Wayne County for 2022-2023 CDBG project years
DATE: March 1, 2023

I concur with the recommendation of Maria Lambert, Director of Resident Services/CDBG Director and legal counsel, and respectfully request City Council's approval of the attached sub-recipient agreement with Wayne County, for HUD Community Development Block Grant (CDBG) for the FYs 2022 to 2023 in the amount of \$20,000.00.

Motion by _____, supported by _____, to concur with the administration and approve the attached sub-recipient agreement with Wayne County, for HUD Community Development Block Grant (CDBG) for the FYs 2022 to 2023 in the amount of \$20,000.00.

Memo

To: Mayor Robert McCraight, Clerk Ellen Craig-Bragg and City Council

From: Maria Lambert, Director of Resident Services/CDBG Director

Subject: Wayne County Sub-recipient Agreement for HUD Community Development Block Grant (CDBG) program with Wayne County for **2022-2023 CDBG Senior Services Allocation**

Date: February 23, 2023

This sub-recipient agreement with Wayne County, Community Development Block Grant (CDBG) for the FYs 2022-23 was reviewed and approved by our City Attorney, Steve Hitchcock.

This year the annual agreement with the County-wide CDBG program was split into two agreements. One was solely for Brandt Road reconstruction and this one is for the Senior Services allocation.

I will be available for questions, or I may be reached before the meeting at (734) 955-4533.

SUBRECIPIENT AGREEMENT FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
BETWEEN THE
CHARTER COUNTY OF WAYNE
AND
CITY OF ROMULUS

Term July 1, 2022 through June 30, 2024

Catalog of Federal Domestic Assistance (CFDA)
14.218 Community Development Block Grants/Entitlement Grants

THIS SUBRECIPIENT AGREEMENT (“the “ Agreement”) is made effective as of the 1st day of July, 2022, by and between the Charter County of Wayne, acting through the Community Development Department a Division of the Economic Development Department whose address is the Guardian Building, 500 Griswold, Detroit, Michigan 48226 (hereinafter referred to as the “Recipient or County”) and the **City of Romulus, whose address is 11111 Wayne Road, Romulus, Michigan 48174 (the “Subrecipient”)**.

Mutual Understandings

- A.** Wayne County has entered into an agreement with the U.S. Department of Housing and Urban Development (“**HUD**”) to be the recipient of Community Development Block Grant (“**CDBG**”) Funds as an “Urban County” pursuant to the Housing and Community Development Act of 1974, as amended (the “**Act**”), Wayne County will receive these Funds to effect the purposes of its CDBG Program, pursuant to which it will make grants to eligible subrecipients to engage in community development activities.
- B.** The Subrecipient has applied to the Recipient for a grant pursuant to the CDBG Program to provide financing for specific activities outlined in an application submitted to the Recipient for the HUD Program Year 2022 starting July 1, 2022 (“Program Year”).
- C.** The Subrecipient may apply to the Recipient for additional grant Funds pursuant to the CDBG Program that are approved by the Wayne County Community Development Division for specific CDBG-eligible activities as Funds are available.
- D.** Both the Subrecipient and the Recipient (“**Parties**”) by entering into this Agreement are bound in accordance with 24 CFR Part 570.503,
- E.** The Work to be performed under this Agreement must be completed within twenty-four (24) months of July 1 of the respective HUD Program Year unless otherwise extended through the Recipient's administrative review process.
- F.** The Parties are entering into this Agreement to memorialize the terms and conditions under which the grant will be made and administered.
- G.** The exhibits attached to this Agreement are hereby incorporated in and made a part of this Agreement.

Section 1

Definitions

In addition to the words and terms elsewhere defined in this Agreement and the exhibits hereto, the following words and terms as used in this Agreement shall have the following meanings for the purposes of this Agreement unless the context or use indicates another or different meaning or intent. Furthermore, any definition that conflicts with a definition as provided for in any laws, rules, and regulations applicable to Community Development Block Grants and a specific context shall supersede the definition or portion of the definition that conflicts below:

- 1.01 **“Agreement”** means this document in its final form, including all exhibits, as executed by the County and Subrecipient.
- 1.02 **“CDBG”** means Community Development Block Grant pursuant to the Housing and Community Development Act of 1974, as amended.
- 1.03. **“CDBG Funds”** means Community Development Block Grant Funds made available to the County pursuant to the Housing and Community Development Act of 1974, as amended for the purpose of dispensing these Funds for eligible CDBG Activities under this Agreement. **The CDBG Funds contemplated for this Agreement are \$20,000 (Twenty Thousand Dollars).**
- 1.04. **“City”** means the following:
 - (i) Any unit of general local government located in Wayne County that is classified as a municipality by the United States Bureau of the Census, or
 - (ii) Any other unit of general local government located in Wayne County that is a town or township.
- 1.05. **"Closing or Closing Date"** shall mean the date and time, which shall be mutually agreed upon by the Subrecipient and the County, at which the Subrecipient shall execute this Agreement and any other documents deemed necessary by the County in connection with this transaction and Project.
- 1.06. **“Contractor”** shall mean an entity or person paid with CDBG Funds in return for a specific service (e.g., construction, program management). Contractors must be selected through a competitive procurement process by the Subrecipient unless otherwise noted in this Agreement.
- 1.07. **"Counsel"** shall mean a person admitted to practice law in the State of Michigan and who may be the legal advisor for the County or the Subrecipient.

- 1.08. **“LMA”** shall mean low and moderate income area benefiting all residents of a primarily residential area in which at least 51% of the residents have incomes at or below 80% of area income.
- 1.09. **“LMI”** shall mean low and moderate income.
- 1.10. **“LMH”** shall mean low and moderate housing activities that will be occupied by a household whose income is at or below 80% of area median income.
- 1.11. **“LMC”** shall mean low and moderate limited clientele activities whose income is at or below 80% of area median income.
- 1.12. **“LMJ”** shall mean low and moderate job creation and retention LMI benefit national objective addresses activities designed to create or retain permanent jobs, at least 51 percent of which will be made available to or held by LMI persons.
- 1.13. **“Program Income”** means revenue (i.e., gross income) received by a state, unit of general local government, or Subrecipient that is directly generated from the use of CDBG Funds.
- 1.14. **“Program Manager”** means the Wayne County staff person currently managing the Wayne County CDBG program.
- 1.15. **“Recipient”** or **“County”** shall mean the County of Wayne, Michigan.
- 1.16. **“Records”** shall mean all records, data, notes, reports, discs, and documents in whatever format related to this Agreement and the Work under this Agreement and as further defined in Section 5 of this Agreement.
- 1.17. **“Regulations”** shall mean the regulations relating to the CDBG Program promulgated by HUD.
- 1.18. **“Rehabilitation”** shall mean any rehabilitation of residential property to the extent necessary to comply with applicable laws, codes, and other requirements relating to housing safety, quality and habitability, in order to sell, or redevelop such homes and properties. Rehabilitation may include improvements to increase the energy efficiency or conservation of such homes and properties or provide a renewable energy source for such homes and properties.

- 1.19. **“Subrecipient”** shall mean the **City of Romulus**, a unit of local government or municipality that the County has awarded CDBG Funds to perform eligible activities under the CDBG Program.

Section 2

Statement of Purpose and Eligible Activities of the Housing and Community Development Act

2.01 CDBG Objective

The primary objective of Title I of the Housing and Community Development Act of 1974, as amended, and of the community development program of each grantee, is the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income. By executing this Agreement the Subrecipient agrees with the Recipient to provide housing and community development activities in accordance with the objectives of the Act.

2.02 Compliance With CDBG Eligible Activity Requirements

The Subrecipient will be responsible for administering the CDBG Program in a manner satisfactory to the County and consistent with any standards as a condition of providing these Funds. The following is a list of eligible activities for CDBG under this Agreement:

Public services. Provision of public services (including labor, supplies, and materials) including but not limited to those concerned with employment, crime prevention, child care, health, drug abuse, education, fair housing counseling, energy conservation, welfare (but excluding the provision of income payments identified under § 570.207(b)(4)), homebuyer down payment assistance, or recreational needs. To be eligible for CDBG assistance, a public service must be either a new service or a quantifiable increase in the level of an existing service above that which has been provided by or on behalf of the unit of general local government (through funds raised by the unit or received by the unit from the State

in which it is located) in the 12 calendar months before the submission of the action plan;

2.03 National Objectives.

Each eligible activity funded with CDBG Funds must meet one of the three national objectives:

1. Benefits low and moderate income persons

- a. (LMA) Area Benefit -- activity provides benefit to area where at least 51% of residents receive low- to moderate-incomes:
 - 1) Area is primarily residential and activity meets LMI needs.
 - 2) Income levels are documented by Census or an approved substitute.
 - 3) Exceptions apply under special circumstances.
- b. (LMC) Limited Clientele -- activity benefits a limited number of persons who are at least 51% (LMI) Low and Moderate Income:
 - 1) Persons are presumed to be LMI (abused children, elderly, homeless).
 - 2) Assistance is for LMI persons owning or developing microenterprises.
 - 3) Activity is a job training or placement activity. (Conditions do apply.)
- c. (LMH) Housing -- activity provides or improves residential structures to be occupied by LMI persons:
 - 1) At least 51% of units must be occupied by LMI.
 - 2) Exceptions to the 51% rule are possible under limited circumstances.
- d. (LMJ) Jobs -- activity creates or retains jobs:
 - 1) At least 51% of the jobs must be held by or available to LMI persons.

2. Aids in the prevention or elimination of slums or blight

The area in which the activity occurs must be designated as slum or blighted. The following tests apply:

- a. The delineated area in which the activity occurs must meet a definition of a slum, blighted, deteriorated or deteriorating area under state or local law;

- b. The area must also meet either one of the two conditions specified below:
 - 1) At least 25 percent of the properties throughout the area exhibit the following:
 - i. Physical deterioration of buildings/improvements;
 - ii. Abandonment of properties;
 - iii. Chronic high occupancy turnover rates or chronic high vacancy rates in commercial or industrial buildings;
 - iv. Significant declines in property values or abnormally low property values relative to other areas in the community; or
 - v. Known or suspected environmental contamination. •
 - 2) Public improvements throughout the area are in a general state of deterioration. |
- c. Documentation must be maintained by the State on the boundaries of the area and the conditions that qualified the area at the time of its designation. The designation of an area as slum or blighted must be re-determined every 10 years for continued qualifications

3. Meets a need having a particular urgency (referred to as urgent need).

- 1) Conditions are a serious and immediate threat to health and welfare and are of recent origin
- 2) It cannot fund activity on its own as other sources of money are unavailable.

Section 3

Statement of Work/Budget, Payment Guidelines, and Due Diligence Requirements

3.01 Description of Work and Deadlines

The term of this Agreement is July 1, 2022 to June 30, 2024. The work to be performed for the eligible CDBG activities under this Agreement is set forth in the attached Appendix A (“Work”) and shall, at the election of Recipient, also conform to any submittals (i.e. RFPs or applications) by Subrecipient to Recipient in the process of receiving the CDBG Funds.

Any Work shall be completed on or before twenty-four (24) months from July 1 of the respective HUD Program Year unless otherwise extended through Recipient's approved modification process. The Subrecipient agrees that this deadline may be unilaterally shortened by the Recipient, at the Recipient's sole discretion, if a more expeditious schedule is required for the Recipient to comply with any HUD regulations, including, but not limited to, 24 CFR 570.902.

3.02 CDBG Activity Description

The description of each CDBG activity shall be in sufficient detail as to provide a sound basis for the Recipient to effectively monitor performance under this Agreement. Such description will, at minimum, allow for a clear understanding of the need and benefit of the activity and the proposed eligible activity and National Objective. Recipient may ask for a written clarification of the work and CDBG activity at any time during this Agreement before making a payment under this Agreement. If such clarification does not reasonably indicate compliance with CDBG standards, Recipient will not be required to release any payment until a sufficient clarification is provided. The Subrecipient shall submit to the Recipient a budget covering the costs for the CDBG eligible activities.

3.03 Transfer or Reallocation

During the term of this Agreement, Subrecipient may transfer or reallocate the budget covering costs between different eligible activities that were originally set up in the application. However, if an activity was not set up in the original application, then Subrecipient must follow the rules for public hearings to add such new activity. All transfers of eligible activities are limited to transfer within the CDBG Program only and with consent from the County.

3.04 Payment Restrictions

It is expressly agreed and understood that the total amount to be paid by the Recipient under this Agreement shall not exceed the CDBG Funds amount **actually awarded and received by Recipient** for this Agreement as specifically noted in Section 1 (Definitions) of this

Agreement. It is also expressly agreed and understood that all amounts allocated hereunder to the Subrecipient by the Recipient shall be on a reimbursement basis for monies already spent by the Subrecipient or its contractors on approved (or pre-approved in writing if required by 2 CFR 200.407) eligible activities for projects meeting National Objectives. Subrecipient shall have no claim for detrimental reliance or otherwise for expenses it incurs for ineligible activities or projects not meeting National Objectives as interpreted by HUD or for claims for funds that have not been actually awarded to Recipient. All requests for payment reimbursements shall be submitted on a monthly basis with all the required documentations and certifications of the Subrecipient's financial management system in accordance with the standards specified in OMB Circular A-85. All incomplete payment requests will not be processed and will be returned to the Subrecipient to complete.

3.05 Payment Disputes

In the event that there is a disagreement over the eligibility of a payment by Recipient to Subrecipient of CDBG Funds under this Agreement, Recipient will not be required to make any such payment until a clear written ruling by HUD has been obtained. If the payment has already been made and the funds are still in the possession of Subrecipient or its agents, the funds will be returned to Recipient immediately until a written ruling by HUD has been obtained. Recipient may waive this requirement in writing or require another reasonable alternative such as escrow if it deems it in the best interest of the Recipient. In any event, Subrecipient must repay Recipient for any payment made by Recipient to Subrecipient subsequently disallowed by HUD. Such repayment will be with interest and administrative fees if HUD has demanded repayment and Recipient has already paid HUD.

3.06 Timely Execution of Agreement Required

The CDBG Funds are subject to strict timelines for eligible expenditure or they are subject to recapture. Accordingly, strict adherence to deadlines is required to avoid such recapture and penalties. Subrecipients must return properly authorized and executed copies of this Agreement, with any accompanying resolutions required for proper authorization, within 30 days of receipt of the Agreement. Recipient will have the right to re-assign the CDBG

Funds allocated to Subrecipient if Subrecipient does not comply with the provisions of this sub-section and Subrecipient will have no claim against Recipient.

3.07 Due Diligence Requirements

Recipient may require Subrecipient to provide certain documents and documentation to ensure that the work is in compliance with CDBG Requirements and this Agreement. Subrecipient must provide such documentation in a reasonable and timely manner. Recipient may condition any payment under this Agreement on the provision of such documentation. All such requests will be made in writing by the Subrecipient.

Section 4

Contractors

4.01 Using Contractors

Subrecipient may only use a contractor for work performed with CDBG Funds in compliance with all applicable laws, rules, and regulations governing contractors for CDBG projects. Any request for reimbursement for a non-conforming use of contractors will be denied and may also require recoupment by Subrecipient of any compensation of the contractor in violation of any laws, rules, or regulations.

4.02 Contractor Procurement

Contractors must be procured competitively according to Federal Office of Management and Budget (OMB) rules, **24 CFR 85.36, and 2 CFR 200.320**. If the Subrecipient is acquiring goods and services, such as professional consulting, environmental review or planning, totaling no more than **\$100,000** then small purchase procurement (24 CFR 85.36(d)(1) and 84.44(e)(2)) can be used which allows Subrecipient to obtain quotes from potential vendors with a detailed description of the goods or services needed without publishing a formal request for proposals or invitation for bids. This method cannot be used if the amount of contract exceeds \$100,000 in value. In general, the small purchases

procedures also should not be used to acquire construction Contractors. It is recommended that these acquisitions occur under the sealed bid approach.

4.03 Agreements with Contractors

Subrecipients must enter into written agreements with Contractors.

In order to meet HUD and County CDBG Program requirements, agreements with Contractors must address the following:

1. Scope of services to be provided, consistent with this Agreement.
2. Identification of intended beneficiaries, if applicable.
3. Schedule for work completion.
4. Budget and payment schedule.
5. Provisions for termination for nonperformance or poor performance.
6. Other provisions required regarding:
 - a. Equal opportunity
 - b. Nondiscrimination
 - c. Labor standards
 - d. Anti-lobbying
 - e. Conflict of interest
7. Provisions for maintenance of workers' compensation insurance.
8. Provisions for maintenance of unemployment, disability and liability insurance as required.
9. Provisions for records retention (min. 4 yrs. from submittal of final expenditure report or conclusion of any audit or litigation).
10. Provision permitting monitoring/auditing by County and Subrecipient.
11. Provision requiring Contractor to abide by the covenants of this Agreement.
12. Provisions requiring appropriate bonds where required or reasonable.

4.04 Limitation on Term of Contractor Agreements

In compliance with federal procurement rules, the term of and agreements between Subrecipient and Contractors may not exceed three years.

Section 5
Records and Reports

5.01 Records Requirements

The Subrecipient shall comply with 24 CFR Part 570.506 and maintain full and complete books, ledgers, journals, accounts, or records wherein are kept all entries reflecting its operation pursuant to this Agreement. The records shall be kept in accordance with generally accepted accounting principles and practices and according to the provisions of the 2 CFR 200 and the provisions of 24 CFR Part 85, as modified by 24 CFR 570.502(a). The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- A. Records providing a full description of each activity undertaken;
- B. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- C. Records required to determine the eligibility of activities;
- D. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- E. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- F. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
- G. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

5.02 Retention of Records

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of three (3) years. The retention period begins on the date of the submission of the Recipient's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is

litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.

5.03 Recipient Right to Examine and Audit

The Recipient, including the Legislative Auditor General, shall have the right to examine and audit all books, records, documents and other supporting data of the Subrecipient, or any consultants or agents rendering services under this Agreement, whether directly or indirectly, which will permit adequate evaluation of the services, the cost, or pricing data submitted by the Subrecipient. The Subrecipient shall include a similar covenant allowing for Recipient audit in any contract it has with a Contractor, consultant or agent whose services will be charged directly or indirectly to the Recipient. This right to audit shall include, but shall not be limited to, the Recipient's right to request, and to be supplied in a timely manner, copies of any and all such books, documents, records and other supporting data. The Recipient may delay payment to the Subrecipient pending the receipt of such records and the results of any related audit without penalty or interest.

5.04 Activity Description Records

The records shall contain a full description of each activity assisted or being assisted with CDBG Funds. This description shall include its location and the amount of CDBG Funds budgeted and expended for the activity; and whether (i) the activity assists persons who qualify as Low-to-Moderate-Income persons; (ii) will aid in the prevention or elimination of blight or slums; (iii) or is designed to alleviate conditions which pose a serious and immediate threat to the health or welfare of the community.

5.05 Program Related Reports

The Subrecipient shall prepare in a timely manner and submit, to the Recipient, all program-related reports required by the Wayne County CDBG Manual. These reports

include, but are not limited to, a year-end report and the Program Income report described in Section 6 below.

Section 6

Program Income

6.01 Treatment of Program Income

Program Income (as defined at 24 CFR 570.500(a) and as further clarified in 2 CFR 200.80 if applicable) generated by activities carried out with CDBG Funds made available under this Agreement may be retained by the Subrecipient upon written permission of Recipient via its authorized director of CDBG Programs if the income is treated as additional CDBG Funds subject to all applicable requirements governing the use of CDBG Funds, the Recipient's Procedures for Reporting Program Income and Direct Benefit Activities. The Recipient's Procedures for Reporting Program Income and Direct Benefit Activities are subject to change with reasonable notice to the Subrecipient. The use of Program Income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. Subrecipient may only use such Program Income during the Agreement period and only for activities permitted under this Agreement and shall reduce requests for additional CDBG Funds by the amount of any such Program Income balance on hand.

6.02 Interest Bearing Account Requirement

Program Income in the form of repayments to, or interest earned on, a revolving fund shall be deposited into an interest-bearing account and any interest earned by such funds accumulating in this account must be remitted annually, at the end of each program year, to the Recipient.

6.03 Remittance Guidelines

Program Income cash balances or investments thereof in excess of one-twelfth of the CDBG Funds amount under this Agreement, except for those needed immediately, those in revolving loan Funds, those resulting from lump-sum draw-downs authorized under 24 CFR Part 570.513, and those invested or held as additional security for a Section 108 loan

guarantee, must be remitted to the Recipient annually, at the end of each program year. The amount to be remitted will be calculated based on the total Program Income balances (with the exceptions noted above) held by the Subrecipient and all of its subrecipients as of the last day of the Recipient's Program Year.

Section 7

Use of Real Property

7.01 Use Restrictions

Without properly authorized permission from Recipient, the Subrecipient may not change the use of any real property acquired or improved with CDBG Funds in excess of \$25,000 from the use for which the acquisition or improvement was made. Permission for an exception to this rule from Recipient will not be given unless the Subrecipient provides affected citizens with reasonable notice of any proposed change and the new use meets one of the objectives of the program earlier set forth and authorized under this Agreement. If such new use does not qualify under those objectives, the new use may be permitted, provided that the CDBG fund is reimbursed for the current fair market value of the property, less any portion of the value attributable to expenditure of non-CDBG Funds.

7.02 Security Requirement

In the event that the Subrecipient intends to perform an activity that involves real property, Wayne County may require a mortgage, note, or other instrument to secure the National Objective.

7.03 Requirement of Notice and Permission for Sale of Property

Subrecipient may not sell any property acquired with CDBG Funds without providing adequate advance written notice to Recipient and obtaining duly authorized written permission from Recipient for such a sale.

Section 8

Compliance with Federal Laws, Rules, and Regulations

8.01 General Compliance With Law and Specifically Federal Law

Subrecipient shall comply with all Regulations including 24 CFR Part 570.502 and the Uniform Administrative Requirements and shall carry out each activity in compliance with all Federal, State and local laws, rules, and regulations, including but not limited to the following:

- A. Subrecipient will affirmatively further fair housing and shall comply with the letter and spirit of Title VIII of the Civil Rights Act of 1968, as amended.
- B. Subrecipient shall insure that all contracts involving the employment of laborers and mechanics comply with the provisions of the Davis Bacon Act, the Contract Work Hours and Safety Standards Act, the Copeland Anti-Kickback Act, and the Fair Labor Standards Act.
- C. Subrecipient shall comply with the National Environmental Policy Act of 1969, and its associated regulations and Executive Orders.
- D. Subrecipient shall provide reasonable relocation assistance to any persons displaced as a result of any Work performed under this Agreement. All assistance must meet the requirements of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended.
- E. Subrecipient will comply with the Single Audit Act of 1984 and 2 CFR 200.
- F. Subrecipient will insure that no CDBG Funds will be expended for acquisition or construction purposes in an area that has been designated as having special flood hazards, unless the community in which the area is situated is participating in a National Flood Insurance Program.

- G. Subrecipient shall not discriminate in the sale, leasing, financing, or the provision of brokerage services for housing, because of race, color, religion, sex, national origin or disability.
- H. Subrecipient shall not exclude any person from participation in the program on the basis of race, color, national origin, sex, age, or disability.
- I. Subrecipient shall not discriminate against any person on the basis of race, color, religion, sex, national origin or disability in all phases of construction during the performance of any federally-assisted construction contracts.
- J. Subrecipient agrees that no lead paint shall be used in any residential structure constructed or rehabilitated with CDBG Funds.
- K. Subrecipient agrees to all terms of Executive Order 12549 regarding suspension or debarment outlined through 24 CFR Part 570.609 and 24 CFR Part 24 and agrees to execute the Certification Regarding Debarment and Suspension in Appendix D. In addition, the Subrecipient agrees to require all contractors and subcontractors under this Agreement to execute the Certification Regarding Debarment and Suspension in **Appendix D**.
- L. The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Recipient may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Recipient ordinances, resolutions and policies concerning the displacement of persons from their residences.

- M. Subrecipient must comply with the requirements of 2 CFR Part 200 (OMB-87) and any of its provisions or requirements that override any other regulation or circular listed in this Agreement will supersede the requirements of those restrictions in this Agreement.
- N. In compliance with 2 CFR, Section 200.338 Subrecipient must make proper disclosures of all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award under this Agreement.
- O. Subrecipient is subject to other applicable regulations governing the use of the CDBG Funds, whether set forth herein or not, and any amendments or policy revisions thereto which may become effective during the term of this Agreement.

8.02 Compliance With State and Local Law

Subrecipient is deemed to be aware of all applicable State and Local laws, rules and regulations and must comply with all such laws, rules, and regulations. The laws, rules, and regulations include, but are not limited to:

- A. Wayne County Ethics in Public Contracting Ordinance
- B. Wayne County Contracting Requirements
- C. Wayne County Legislative Auditor General audit requirements.
- D. For any property funded by CDBG, state and local regulations governing construction, rehabilitation, and rental of that property.
- E. All state and local permitting requirements.
- F. All state and local laws regarding participation and inclusion of minority and women owned businesses or individuals.
- G. All state and local laws prohibiting business with certain entities.
- H. All applicable state and local environmental laws, rules, and regulations.

- I. All applicable state and local human and civil rights laws.

Section 9

Suspension and Termination

9.01 Termination For No Cause

The County may terminate this Agreement without cause at any time in accordance with 24 CFR Part 85.43 and 24 CFR Part 85.44, without incurring any further liability, other than as stated in this Article by giving written notice to the Subrecipient of the termination. The notice must specify the effective date, at least 30 days prior to the effective date of the termination, and this Agreement will terminate as if the date were the date originally given for the expiration of this Agreement. If the Agreement is terminated, the County will pay the Subrecipient for the eligible and authorized services rendered prior to notice of termination, as soon as can be authorized. The County will compute the amount of the payment on the basis of the services rendered, and other means which, in the judgment of the County represents a fair value of the services provided, less the amount of any previous payments made. The final payment constitutes full payment. If the Subrecipient accepts the payment, the Agreement is satisfied.

9.02 Termination for Material Breach

The County may terminate this Agreement because the Subrecipient has failed to materially comply with any term of this Agreement, or any award or grant it receives. The grant or award may be suspended or terminated according to the specifications or within the time limit provided in this Agreement. The County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those terminated, and the Subrecipient shall be liable to the County for any costs to obtain and transition similar services, provided the Subrecipient shall continue the performance of this Agreement to the extent not terminated under the provisions of this Article. In addition to any legal remedies otherwise available to the County by law or equity, the Subrecipient shall be responsible for all additional costs, charges, and damages incurred by the County in connection with the completion of the Agreement. Such expenses shall be deducted

from any monies due or which may become due to the Subrecipient under the Agreement. If such expense exceeds the sum which would have been payable under the Agreement, then the Subrecipient shall pay, on demand, such excess amount to the County. Should a deficiency exist, the County may, to the extent allowed by law, offset such a deficiency against any compensation or reimbursement due or allocated by County or any of its component units to the Subrecipient in any context. . All excess re-procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the Agreement.

9.03 Subrecipient's Duties After Termination

After receipt of a Notice of Termination and except as otherwise directed by the County, the Subrecipient must:

- A. Stop work under the Agreement on the date and to the extent specified in the Notice of Termination.
- B. Obligate no additional CDBG Funds for payroll costs and other costs beyond the date as the County specifies.
- C. No later than the date the termination is effective but sooner if County requests, present all Agreement records and submit to the County all Records as the County specifies, all pertinent keys to files, and carry out such directives as the County may issue concerning the safeguarding or disposition of files and property.
- D. Submit within 30 days a final report of receipts and expenditures of CDBG Funds relating to this Agreement.
- E. Place no further orders on contracts or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the Work under this Agreement as is not terminated;
- F. Terminate all orders and subcontracts to the extent that they relate to the portion of Work so terminated;
- G. Submit within 30 days a listing of all creditors, Contractors, lessors, and other parties with which the Subrecipient has incurred financial obligations pursuant to the Agreement.

H. Secure any Work to prevent any damage or waste.

9.04 Records Upon Termination

Upon termination of this Agreement, all Records prepared by the Subrecipient under this Agreement or in anticipation of this Agreement shall, at the option of the County, become County's exclusive property, whether or not in the possession of the Subrecipient. The Records are free from any claim or retention of rights on the part of the Subrecipient except as specifically provided. The Subrecipient must return all properties of the County to County.

9.05 Failure to Deliver Records

Any intentional failure or delay by the Subrecipient to deliver the Records to the County will cause irreparable injury to the County not adequately compensable in damages and for which the County has no adequate remedy at law. The Subrecipient will pay the County \$100.00 per day as damages, and not as a penalty, until it delivers the Records to the County. The County may seek and obtain injunctive relief in a court of competent jurisdiction and compel delivery of the Records which the Subrecipient consents to as well as all applicable damages and costs. The County has unrestricted use of the Records for the purpose of completing the services.

9.06 Access to Records Upon Termination

Access to Records prior to delivery must be restricted to authorized representatives of the County and the Subrecipient. The Subrecipient has no right to disclose or use any information gathered in the course of its work without obtaining the written concurrence of the County. All the information must be confidential and handled in such a manner at all times as to preserve confidentiality. The Records as well as any related products and materials are proprietary to the County, having been developed for the County for its own and sole use.

9.07 Assistance to Terminate

In addition, each party will assist the other party in the orderly termination of this Agreement and the transfer of all aspects, tangible or intangible, as may be necessary for the orderly, non-disrupted business continuance of each party.

Section 10

Reversion of Assets

10.01 Return of Unspent CDBG Funds

Upon expiration of this Agreement, Subrecipient shall transfer to the Recipient any CDBG Funds on hand and any accounts receivable attributable to the use of CDBG Funds at the time of expiration.

10.02 Unused Equipment

In all cases in which equipment acquired, in whole or in part, with CDBG Funds is sold, the proceeds shall be Program Income (prorated to reflect the extent that CDBG Funds were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement may be retained after compensating the Recipient for the current fair market value of the equipment less the percentage of non-CDBG Funds used to acquire the equipment.

Section 11

Expenditure of Community Development Block Grant Funds

11.01 Compliance With CDBG Spending Requirements

The Subrecipient agrees to expend any CDBG Funds received under this Agreement only in compliance with the Housing and Community Development Act of 1974, as amended, and the regulations of the Department of Housing and Urban Development as set forth in Volume 24, CFR Part 570, and in particular, Sections 570.200 through 570.208. The Subrecipient also specifically acknowledges that the Recipient is bound by 24 CFR 570.902, which requires the Recipient to spend its available Funds in a timely manner. The Subrecipient agrees to fully cooperate with the Recipient's efforts to comply with this section, which may require the Subrecipient to either expedite the spending of its CDBG

Funds prior to the date shown in Section 3.01 hereof, or possibly return unspent CDBG Funds to the Recipient. Those regulations are incorporated in this Agreement by reference.

Section 12

Amendment

12.01 Amendment Requirements

This Agreement may be amended by written instruments signed by authorized representatives by both parties. Any amendments or changes to the projects or budget shall be in writing, consistent with the Consolidated Plan and Annual plan of the County on file with HUD, and shall only need the approval of the Director of Community Development of Wayne County, or his/her designee, an authorizing representative of the Subrecipient, and must also comply with the Housing and Community Development Act of 1974, as amended.

Section 13

Indemnification

13.01 General Indemnification and Hold Harmless Requirement

The Subrecipient agrees, to the extent allowed by law, to indemnify and hold harmless the Recipient against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against the Recipient by reason of any of the following occurring during the term of this Agreement or related to this Agreement or its implementation:

- A. Any negligent or tortious act, error, or omission held in a court of competent jurisdiction to be attributable, in whole or in part to the Subrecipient, or any of its personnel, employees, consultants, agents or any entities associated, affiliated (directly or indirectly), or subsidiary to the Subrecipient now existing or hereafter created, their agents and employees for whose acts any of them might be liable.

- B. Any failure by the Subrecipient, its Contractors, or any of its associates, to perform its obligations either implied or expressed under this Agreement.

13.02 Responsibility for Property Loss

The Subrecipient agrees that it is its responsibility and not the responsibility of the Recipient to safeguard the property and materials that its employees, Contractors, or its associates use in performing this Agreement. The Subrecipient shall hold the Recipient harmless for costs and expenses resulting from any loss of such property and materials used by its employees, Contractors and associates pursuant to the Subrecipient's performance under this Agreement.

13.03 Coverage of the term "Recipient"

For purposes of the hold-harmless provisions, the term "Recipient" shall be deemed to include the County of Wayne and all other associated, affiliated, or subsidiary departments or divisions now existing or hereafter created, their agents, Program Manager and employees.

13.04 Independent Contractor Relationship between Recipient and Subrecipient

The relationship of the Subrecipient to the Recipient is and shall continue to be that of an independent contractor and no liability or benefits, such as workers' compensation, pension rights, or liabilities, insurance rights or liabilities, or other provisions or liabilities, arising out of or related to a contract for hire or employer/employee relationship, shall arise or accrue to either party or either party's agent, subcontractor or employee as a result of the performance of this Agreement. No relationship, other than that of independent contractor shall be implied between the parties or either party's agent, employee, or contractor. The Subrecipient agrees to hold the Recipient harmless from any such claims and any related costs or expenses.

13.05 Comprehensive Duty to Defend, Indemnify, and Hold Harmless

To the extent permitted by law, the Subrecipient must defend, indemnify and hold harmless the County, its employees, agents, officer and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including attorneys' and consultant's fees, investigation and laboratory fees, court costs and litigation expenses, known or unknown, contingent or otherwise, arising out of or related in any way by the Work undertaken by the Subrecipient.

Section 14

Insurance

14.01 The Subrecipient shall maintain at all times, at its expense, during the term of this Agreement the following insurance. The Subrecipient will be responsible for requiring the same insurance of its contractors. Any shortfalls in insurance for contractors, specific to services related to this Agreement, will be the responsibility of the Subrecipient. If the Subrecipient maintains insurance through the Michigan Municipal Risk Association or the Michigan Municipal League the County will accept such insurance if it substantively meets the coverage requirements below, as determined by the County Risk Management Division:

- A. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Contract or the general aggregate limit shall be twice the required occurrence limit.
- B. Builder’s Risk (Course of Construction) insurance utilizing an “All Risk” (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

- C. Workers' Compensation: insurance as required by the State of Michigan, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
- D. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if the subrecipient has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
- E. Umbrella or Excess Liability Policy in an amount not less than \$3,000,000. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(ies) and shall apply both to the Subrecipient's general liability and to its automobile liability insurance and shall be written on an occurrence basis. The County, officials, employees and others as may be specified in any "Special Conditions" shall be named as an additional insured under this policy.
- F. Professional Liability (if Design/Build), Insurance appropriate to the Subrecipient's profession, with limits no less than \$3,000,000 per occurrence or claim, \$3,000,000 aggregate.
- G. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the Subrecipient maintains higher limits than the minimum insurance coverage required in Section 14.01, the Subrecipient shall maintain the coverage for the higher insurance limits for the duration of the Contract.

14.02 Additional Insured Status. The County, its officers, officials, employees, volunteers, and others as may be specified in any "Special Conditions" shall be additional insured's on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Subrecipient including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in

the form of an endorsement to the Subrecipient's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

- 14.03 Primary Coverage.** For any claims related to this Contract, the Subrecipient's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Subrecipient's insurance and shall not contribute with it.
- 14.04 Notice of Cancellation.** Each insurance policy shall state that coverage shall not be canceled, except with notice to the County.
- 14.05 Waiver of Subrogation.** Subrecipient grants to the County a waiver of any right to subrogation which any insurer of the Subrecipient may acquire against the County by virtue of the payment of any loss under such insurance. Subrecipient agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- 14.06 Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Subrecipient to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- 14.07 All insurance must be effected under valid and enforceable policies, issued by recognized, responsible insurers qualified to conduct business in Michigan which are well-rated by national rating organizations. All companies providing the coverage required shall be licensed or approved by the Insurance Bureau of the State of Michigan and shall have a policyholder's service rating no lower than A:VII as listed in A.M. Best's Key Rating guide, current edition or interim report.**
- 14.08 Claims-made Policies.** If any of the required policies provide coverage on a claims-made basis:

- A. The Retroactive Date must be shown and must be before the date of the Contract or the date the Subrecipient starts to perform the services.
- B. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Contract.
- C. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Contract effective date, the Subrecipient must purchase “extended reporting” coverage for a minimum of five (5) years after completion of Contract work.

14.09 Verification of Coverage. Entity shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Article. The County shall receive and approve all certificates and endorsements before the Subrecipient begins providing services. Failure to obtain the required documents prior to commencement of services shall not waive the Subrecipient's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by the Article, at any time.

14.10 Subcontractors. Subrecipient shall require and verify that all subcontractors maintain insurance satisfying all the stated requirements, and Subrecipient shall ensure that the County is an additional insured on insurance required from subcontractors.

14.11 Special Risks or Circumstances. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

14.12 The Subrecipient must submit certificates evidencing the insurance to the Risk Management Division at the time the Subrecipient executes the Contract, and at least fifteen (15) days prior to the expiration dates of expiring policies.

Section 15

Assignment and Subcontract

15.01 Restrictions on Transfer or Assignment

The Subrecipient shall not assign or encumber directly or indirectly any interest whatsoever in this Agreement, and shall not transfer any interest therein (whether by assignment or novation), without the prior written consent of the Recipient. Any such consent given in any one instance shall not relieve the Subrecipient of its obligation to obtain the prior written consent of the Recipient to any further assignment.

15.02 Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any Contractor, without the written consent of the Recipient prior to the execution of such agreement. Such approval shall not constitute a basis for privity between the Recipient and the Contractor. The Subrecipient agrees to hold harmless the Recipient from any such claims initiated pursuant to any subcontracts it enters into in performance of this Agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement. The Subrecipient further agrees to comply with these “Section

3” requirements as embodied in the following language if applicable to Subrecipient and to include the following language in all contract or subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

d. Selection Process

The Subrecipient shall undertake to insure that all contracts and subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements of **24 CFR 85.36**. Executed copies of all contracts and subcontracts shall be forwarded to the Recipient along with documentation concerning the selection process.

15.03 Succession

This Agreement shall inure in all particulars to the parties, their agents, successors and assignees to the extent permitted by law.

Section 16
Conflict of Interest

16.01 Covenant of No Conflict of Interest

The Subrecipient covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services under this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by the Subrecipient.

16.02 Warranty of Non-Solicitation of County Employees

The Subrecipient also warrants that it will not and has not employed any Wayne County employee to solicit or secure this Agreement upon any agreement or arrangement for payment of a commission, percentage, brokerage, or contingent fee, either directly or indirectly, and that if this warranty is breached, the Recipient may, at its option, terminate this Agreement without penalty, liability or obligation, or may, at its election, deduct from any amounts owed to the Subrecipient, the amount of any such commission, percentage, brokerage, or contingent fee.

16.03 Compliance With Conflict of Interest Laws, Rules, and Regulations

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42, 570.611 and 2 CFR 200.318, which include (but are not limited to) the following:

- A. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.
- B. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract,

subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Recipient, the Subrecipient, or any designated public agency.

- C. Maintaining a written conflict of interest policy in accordance with 2 CFR 200.318 prohibiting Employee and Organizational Conflicts of Interest including non-Federal, State, or local government parent, affiliate, or subsidiary organizations.

Section 17

Notices

17.01 Manner of Notice

All notices, consents, approvals, requests and other communications (called "Notices") required or permitted under this Agreement shall be given in writing and mailed by first-class mail and addressed as follows:

If to the Sub-recipient:

Maria Lambert

City of Romulus

11111 Wayne Road, Romulus, Michigan 48174

mlambert@romulusgov.com

(734) 955-4533

If to the Recipient:

The Charter County of Wayne

Community Development Division - Economic Development

Department 28th Floor, Wayne County Building

500 Griswold

Detroit, Michigan 48226-2831

Attention: Director of Community Development

17.02 Effect of Notice and Requirements

All notices shall be deemed given on the day of mailing. Either party to this Agreement may change its address for the receipt of notices at any time by giving notice to the other as provided. Any notice given by a party must be signed by an authorized representative of such party.

17.03 Special Notices

Notwithstanding the requirement above as to the use of first-class mail, termination notices and change of address notices shall be sent by registered or certified mail, postage prepaid, return receipt requested.

17.04 Point of Contact

Subrecipient shall designate a point of contact who is an authorized employee of Subrecipient to communicate with County regarding this Agreement and the Work (“Point of Contact”). All communications on behalf of Subrecipient to Recipient regarding this Agreement and the Work should include the Point of Contact. County is not obligated to communicate with any individual or entity regarding the Agreement, Work, or CDBG Program that is not an employee or political appointee of Subrecipient.

Section 18

Severability of Provisions

18.01 Provisions Enforceable Despite Disallowed Provisions

If any provision of this Agreement or the application to any person or circumstance shall, to any extent, be judicially determined to be invalid or unenforceable, the remainder of the Agreement or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 19

Jurisdiction

19.01 Jurisdiction and Venue in Wayne County, State of Michigan

This Agreement, and all actions arising hereunder, shall be governed by, subject to, and construed according to the law of the State of Michigan. The Subrecipient agrees consents and submits to the personal jurisdiction of any competent court in Wayne County,

Michigan, for any action arising out of this Agreement. The Subrecipient agrees that service of process at the address and in the manner specified in this Agreement will be sufficient to put the Subrecipient on notice. The Subrecipient also agrees it will not commence any action against the Recipient because of any matter whatsoever arising out of, or relating to, the validity, construction, interpretation and enforcement of this Agreement, in any courts other than those in the County of Wayne, State of Michigan unless original jurisdiction can be had in the United States District Court for the Eastern District of Michigan, Southern Division, the Michigan Supreme Court or the Michigan Court of Appeals.

Section 20

CDBG Certification

20.01 Ongoing Certification Compliance Required

Subrecipient shall execute and comply with all the CDBG Certifications attached as Appendix C to this Agreement. Subrecipient understands it may be required to comply with future certifications as issued.

Section 21

Authorization / Misc

21.01 Proper Authorization

Each party represents and warrants that all corporate actions and all governmental approvals necessary for the authorization, execution, delivery and performance of this Agreement have been taken and that each is ready and capable to perform its obligations. Each party further warrants that the person signing this Agreement is authorized to do so on behalf of its principal and is empowered to bind the principal to this Agreement.

21.02 Signage Requirement

For projects exceeding \$25,000, the Subrecipient shall erect a sign on the project site stating that the project is being financed in part by HUD and the Wayne County CDBG Program and providing the appropriate contacts for obtaining information on activities being conducted at the site and for reporting suspected criminal activities. The sign erected on the project site shall comply with all requirements of the state and local law applicable to on-premise outdoor advertising.

21.03 Effectiveness

This Agreement is effective subject to an authorizing resolution by the Wayne County Commission and subsequent execution by the Wayne County Executive or his designee.

[SIGNATURES ON NEXT PAGE]

Section 22

Signature

22.01 Duly Authorized Signatures

The Recipient and the Subrecipient, by and through their duly authorized officers and representatives have executed this Agreement as of the dates below.

SUBRECIPIENT:[City of Romulus]

By: _____ By: _____

Mayor, Robert A. McCraight

Clerk, Ellen Craig-Bragg

Date:

Date:

CHARTER COUNTY OF WAYNE

By: _____

Warren C. Evans
Wayne County Executive

Date:

APPENDIX A

CDBG PROJECTS

Grantee	PY 2022 Grant Amount	Activity	Amount	Activity Matrix No.	National Objective	Limited Clientele	Census Tract	Benefit	Performance Measure	Contract No.
City of Romulus	\$20,000	Public Services	\$20,000	05A	LMC	Elderly	N/A	100 Households	Enhance Suitable Living Environment	22-24- 05A

*Transfers amounting more than fifteen percent (15%) of total allotment will require a public hearing per the Wayne County Citizen Participation Plan.

APPENDIX B

PROGRAM INCOME

WAYNE COUNTY CDBG PROGRAM INCOME REPORT

COMMUNITY/ENTITY:

GRANT YEAR:

QUARTER:

July 1, 2022 to June 30, 2024

COMPLETE HIGHLIGHTED

SPACES ONLY

		Q1 Jul-Sep	Q2 Oct-Dec	Q3 Jan-Mar	Q4 Apr-Jun	TOTALS
Beg Bal	\$ - (June 30th only)	-	-	-	-	
INCOME SOURCES						
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
Total Income Sources		-	-	-	-	-
EXPENDITURES - Stipulate Contract No. and Activity Name						
Planning Expenditures Summary Only - Attach Detail Listing						
		-	-	-	-	-
Administrative Expenditures Summary Only - Attach Detail Listing						
		-	-	-	-	-
Public Service Expenditures Summary Only - Attach Detail Listing						
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
Non-Cap Expenditures Summary - Attach Detail Listing						
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
TOTAL EXPENDITURES		-	-	-	-	-

Instructions for Completing the Quarterly Program Income Report

Income received by your organization directly generated from the use of Community Development Block Grant (CDBG) Funds, such as revolving loans, lien repayments, and sales from disposition of CDBG property, must be reported to the Wayne County Community Development Division. At the end of each quarter (June, September, December, March), complete and submit this Program Income Form to Wayne County Community Development Division, 500 Griswold 10th floor, Detroit, Michigan, 48226.

Use the Program Income Report in Excel to electronically the amount of Program Income received during the quarter, and the amount received year to date (year beginning July). Also record the amount of Program Income that was spent on an eligible activity during the quarter being reviewed and year to date. The cumulative balance space should reflect the total amount of Program Income on hand at the end of the current reporting period (this would include any unspent Program Income received during the previous reporting period).

There is also a space provided on the form for you to record the source of the Program Income received in the quarter being reviewed. If the Funds are coming from more than one source, please identify how much is coming from each source.

A CDBG Request for Payment with all required supporting documentation for the expenses paid using Program Income must accompany the Program Income Report.

Any form not received by the tenth business day after the end of the quarter review may result in the suspension of payment on vouchers submitted to the County for reimbursement. Make certain the form is signed and dated on the bottom of the form.

Please remember to clear with our office any activity requiring the use of Program Income before Program Income is expended.

APPENDIX C
CERTIFICATIONS

Local Government Certifications

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the local government, as the Subrecipient of the jurisdiction, certifies that:

Affirmatively Further Fair Housing -- The Subrecipient understands that the jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard. The local government will fully cooperate with the jurisdiction in this regard.

Anti-Displacement and Relocation Plan – The jurisdiction will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs. The local jurisdiction will fully cooperate with the jurisdiction in this regard.

Drug Free Workplace – The local government will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the local government's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about -
 - (a) The dangers of drug abuse in the workplace;
 - (b) The local government's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the activities supported by the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will -
 - (a) Abide by the terms of the statement; and

- (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- 5. Notifying the jurisdiction in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -
 - (a) Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

Anti-Lobbying – As a Subrecipient of the jurisdiction, to the best knowledge and belief of the local government:

- 1. No Federal appropriated Funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- 2. If any Funds other than Federal appropriated Funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- 3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction -- As a Subrecipient of the jurisdiction, to the best knowledge of the local government, the consolidated plan of the jurisdiction is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with Plan – As a Subrecipient of the jurisdiction, to the best knowledge of the local government, the housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA Funds are consistent with the consolidated plan.

Section 3 – The local government shall, and as a Subrecipient of the jurisdiction, to the best of the local government’s knowledge, the jurisdiction will comply with Section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

Certifying Officers:

Mayor Robert A. McCraight

Date

Clerk, Ellen Craig-Bragg

Date

Specific CDBG Certifications

As a Subrecipient to the Entitlement Community, the local government certifies that:

Citizen Participation -- To the best of its knowledge, the entitlement community is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan – To the best of its knowledge, the entitlement community's consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income (see CFR 24 Part 570.2 and CFR 24 Part 570).

Following a Plan – To the best of its knowledge, the entitlement community is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

Use of Funds -- To the best of its knowledge, the entitlement community has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG Funds, and to its best knowledge, the local government certifies that the entitlement community has developed its Action Plan so as to give maximum feasible priority to activities that benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities, which the entitlement community certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available;
2. Overall Benefit. To the best of its knowledge, the aggregate use by the entitlement community of CDBG Funds including section 108 guaranteed loans during program year(s) 2010, 2011, 2013 (a period specified by the local government consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;
3. Special Assessments. To the best of its knowledge, the entitlement community will not attempt to recover any capital costs of public improvements assisted with CDBG Funds, including Section 108 loan guaranteed Funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG Funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG Funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG Funds.

To the best of the local government’s knowledge, the jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG Funds, including Section 108, unless CDBG Funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG Funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG Funds if the jurisdiction certifies that it lacks CDBG Funds to cover the assessment.

Excessive Force – The local government, and to its best knowledge, the jurisdiction, has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to, or exit from, a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

Compliance With Anti-Discrimination laws – To the best of its knowledge, the grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

Lead-Based Paint – To the best of its knowledge, the activities of the local government and jurisdiction concerning lead-based paint will comply with the requirements of part 35, subparts A, B, J, K and R, of title 24;

Compliance with Laws – The local government, and to the best of its knowledge, the jurisdiction, will comply with applicable laws.

Certifying Officers:

Mayor, Robert A. McCraight

Date

Clerk, Ellen Craig-Bragg

Date

Appendix To Certifications

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS:

A. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

B. Drug-Free Workplace Certification

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.
2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. For grantees other than individuals, Alternate I apply. (This is the information to which jurisdictions certify.)
4. For grantees who are individuals, Alternate II applies. (Not applicable jurisdictions.)
5. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
6. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).

7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five).
8. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

<NONE>

Check X if there are workplaces on file that are not identified here; The certification with regard to the drug free workplace required by 24 CFR part 24, subpart F.

9. Definitions of terms in the Non-Procurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C.812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

APPENDIX D

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Subrecipient: City of Romulus
Agreement: 2022 CDBG Senior Services Subrecipient Agreement
Agreement Year: July 1, 2022 through June 30, 2024

1. The Subrecipient certifies to the best of its knowledge and belief, that:
 - a. The Subrecipient and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal agency;
 - b. The Subrecipient and its principals have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. The Subrecipient and its principals are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in 1. B. above; and;
 - d. The Subrecipient and its principals have not, within a three-year period preceding this Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default.
2. The certification in this clause is a material representation of fact upon which reliance was placed. When the Recipient determines that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the Recipient, the Recipient may terminate this Agreement for cause or default.
3. The Subrecipient shall provide immediate written notice to the Recipient if, at any time, Recipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “Grantee”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.

5. The Subrecipient agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Recipient.
6. The Subrecipient further agrees that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction”, provided by the Recipient, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A Subrecipient may rely upon a certification of a participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Subrecipient may decide the method and frequency by which it determines the eligibility of its principals. Each Subrecipient may, but is not required to, check the Non-procurement List (of excluded parties).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Subrecipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. If a Subrecipient is in a covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Recipient, the Recipient may terminate this transaction for cause or default.

EXECUTION

IN WITNESS WHEREOF, the Subrecipient has executed this Certification on the dates set forth below.

SUBRECIPIENT

WITNESSES:

By: Mayor Robert A. McCraight

Dated: _____

WITNESSES:

SUBRECIPIENT

By: Clerk, Ellen Craig-Bragg

Dated: _____

STATE OF MICHIGAN)
)
COUNTY OF WAYNE)

 This document was acknowledged before me on _____ by
_____, on behalf of _____.

Notary Public,
Wayne County, Michigan
My Commission Expires: _____
Acting in County of _____, Michigan

**EXHIBIT E
FFATA FORMS
INFORMATION REQUEST FORM
FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)
200.331 Checklist
COUNTY DEPARTMENT: Economic Development _____
FISCAL YEAR: 2022 _____**

AWARD ID #	AMOUNT
14-218	\$20,000

Please complete the following information:

Subawardee UEI: **HN5LT6DXMRA1**

Subawardee Name (must match name in SAM): **City of Romulus**

Subawardee Address: **11111 Wayne Road, Romulus, Michigan 48174**

Amount of subaward (obligated amount): **\$20,000**

Subaward Obligation/Action Date: **July 1, 2022 through June 30, 2024**

Identification of whether the award is R&D (yes or no): _____

Subaward Period of Performance Start and End Date: **July 1, 2022 through June 30, 2024**

Federal Funding Agency ID **Leave Blank**

Federal Funding Agency Name **Leave Blank**

Federal Award Identification Number (FAIN) **Leave Blank**

NAICS code for contracts/CFDA program number for grants: _____

Subawardee Number: _____

Location of entity (including congressional district): _____

Subawardee Principal Place of Performance (including congressional district): _____

As provided to you by your subawardee, in your subawardee's business or organization's preceding completed fiscal year, did its business or organization (the legal entity to which the DUNS number it provided belongs) receive (1) 80% or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000.000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements? Please answer YES or NO:_____

As provided to you by your subawardee, does the public have access to information about the compensation of the executives in the subawardees's business or organization (the legal entity to which the UEI it provided belongs) through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or Section 6104 of the Internal Revenue Code of 1986? Please answer YES or NO:_____

Required Subrecipient Disclosure Under 2 CFR 200

Required information includes:

(1) Federal Award Identification:

- a. Subrecipient name (which must match registered name in SAM);
- b. Subrecipient's UEI number (see 2 CFR 25 Universal Identifier and System for Award Management).
- c. Federal Award Identification Number (FAIN);
- d. **Federal Award Date (see Section 200.39 Federal award date);**
- e. Subaward Period of Performance Start and End Date;
- f. **Amount of Federal Funds Obligated by this action**
- g. Total Amount of Federal Funds Obligated to the subrecipient;
- h. **Total Amount of the Federal Award;**
- i. **Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);**
- j. Name of Federal awarding agency, pass-through entity, and contact information for awarding official; U.S. Department of Housing and Urban Development;
- k. CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;
- l. Identification of whether the award is R&D,
- m. Indirect cost rate for the Federal award (including if the de minimus rate is charged per Section 200.414 Indirect (F&A) costs)

ETHICS IN CONTRACTING VENDOR FORM

**(DISCLOSURE OF RELATIONSHIPS WITH COUNTY
CONTRACT MANAGERS BY OWNERS AND OFFICERS OF
BUSINESS SUBMITTING QUOTE)**

- This form must be completed by a person holding a key position in the business, such as, an officer, director, trustee, partner, senior engineer or sales manager and have influence in making this bid or response or in performing the contract if the County awards it to your business.
- **Please fill out this form to the best of your knowledge and belief.**
- Detach and make additional copies of this form if needed.
- If you are unsure about what to disclose, contact the Purchasing Division at (313) 224-5151.
- **You are not required to question family members beyond what you already know of their affairs.**
- Submit this form with your quote/bid/proposal. A copy will be kept on file by the County Clerk & the Purchasing Director.
- If you fail to fully disclose the required information below, the County may terminate your contract if your business is awarded one.

1. Is any Partner, Principal, Corporate Officer, Owner or Corporate Director an immediate family member of a County employee? ☐ YES ☐ NO

If Yes: Name: _____ Relationship: _____
Department: _____ Title: _____

2. Without any further inquiry, are you aware if your business has employed an immediate family member of a County employee within the previous twelve (12) months? ☐ YES ☐ NO

If Yes: Name: _____
Department: _____ Title: _____

3. Without any further inquiry, are you aware if your business has discussed hiring an immediate family member of a contract manager within the past twelve (12) months? ☐ YES ☐ NO

If Yes: Name of Contract Manager: _____
Department: _____ Title: _____

4. Does any Partner, Principal, Corporate Officer, Owner or Corporate Director and a contract manager each have a substantial financial interest in one or more of the same business ventures? ☐ YES ☐ NO

If Yes: Name of Contract Manager: _____
Department: _____ Title: _____

ETHICS
CERTIFICATION

I certify that I have disclosed all information within my knowledge, which is required by this disclosure form.

Name (Please Print): _____

Signature: _____ Date: _____

Company Name: _____

Company Tax ID #: _____

ETHICS
DEFINITIONS

Contract Manager

An elected or appointed Wayne County official identified as having significant discretion over County contracts.

Immediate Family

YOUR FATHER, MOTHER, SON, DAUGHTER, BROTHER, SISTER, UNCLE, AUNT, GREAT AUNT, GREAT UNCLE, FIRST COUSIN, NEPHEW, NIECE, HUSBAND, WIFE, GRANDFATHER, GRANDMOTHER, GRANDSON, GRANDDAUGHTER, FATHER-IN-LAW, MOTHER-IN-LAW, SON-IN-LAW, DAUGHTER-IN-LAW, BROTHER-IN-LAW, SISTER-IN-LAW, STEPFATHER, STEPMOTHER, STEPSON, STEPDAUGHTER, STEPBROTHER, STEPSISTER, HALF BROTHER, HALF SISTER, AND INCLUDING THE GRANDFATHER OR GRANDMOTHER OF AN INDIVIDUAL'S SPOUSE. IT SHALL ALSO INCLUDE A FORMER SPOUSE OR AN INDIVIDUAL WITH WHOM THE PUBLIC SERVANT HAS HAD A CHILD IN COMMON.

Substantial Financial Interest

- Ownership of any interest or involvement in any relationship, which results in the receipt of \$500 or more per year. Exceptions: Market-rate from a financial institution; income from the ownership of less than \$10,000 of stocks and bonds traded on the national stock exchanges.
- Holding a key position in a business such as officer, director, trustee, partner or sales manager. Exceptions: Officers who serve without compensation on the boards of charitable organizations.

BUSINESS INFORMATION QUESTIONNAIRE

Please complete the following:

1. Company's official registered name

2. Brief history of your company, including the year it was established

3. Company's Dun & Bradstreet (D&B) number (Required for federally funded contracts, optional otherwise)

4. Company Type (Corporation, LLC, Joint Venture, Partnership, Individual). If Corporation, include State of Incorporation and Date of Incorporation.

5. Company's organizational chart including those individuals that would be involved in the contract. Please include all Partners, Principals, Corporate Officers or Owners, Corporate Directors.

6. Corporate office location

a. List the addresses of sales and service offices/locations in Michigan

b. List the names of key contacts at each with title, address, phone and e-mail address

7. List of principal owners / stockholders (i.e., those holding 5% or more of the company or outstanding stock)

8. Financial Disclosure/Conflicts of Interest (Identify any contract(s), including any contract involving an employment or consulting relationship, which the firm, or its partners, principals, corporate officers or owners currently has with Wayne County, or with any of its Commissioners or officers.

9. Has your company been debarred by the Federal, any State or Local Governments or Authorities? Yes No If yes, has it been lifted and if so, when?

10. Has your company had contracts terminated for breach or failure to perform within the past five years? Yes No If yes, by whom and why?

11. Has your company had any violations, or are there any investigations pending for any Federal, any State or Local Governmental or Authority contracts? Yes No
If yes, has it been lifted and if so, when?



City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: **March 6, 2023**

Item No. B.

General Description: DDA Board Appointments and Re-Appointments

Resolution No. _____

<i>Moved by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Seconded by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

<i>Ayes:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Nays:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Abstain:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

City of Romulus

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council
FROM: Mayor Robert A. McCraight
SUBJECT: DDA Board Appointment and Re-Appointments
DATE: 3/2/2023

I am hereby requesting City Council's concurrence on the following appointment and reappointments to the Downtown Development Authority: Derrick Steve Harmon with a term to expire on July 31, 2026, Randy Moffat with a term to expire February 5, 2027, Brian Bush with a term to expire March 11, 2027, and the appointment of Craig Greca with a term to expire August 26, 2023.

Motion by _____ supported by _____, to concur with the administration and approve the following appointment and reappointments to the Downtown Development Authority: Derrick Steve Harmon with a term to expire on July 31, 2026, Randy Moffat with a term to expire February 5, 2027, Brian Bush with a term to expire March 11, 2027, and the appointment of Craig Greca with a term to expire August 26, 2023.

INTER-OFFICE MEMORANDUM

DATE: March 1, 2023
TO: Mayor Robert A. McCraight
FROM: Jerry Frayer, DDA Director

SUBJECT: DDA Board Appointment and Re-Appointment

The Downtown Development Authority (DDA) shall consist of not less than (7) members nor more than (13) persons appointed by the Mayor and approved by City Council. The Authority meets on the second Wednesday of each month at 10:30 a.m. in the City Council Chambers.

The following DDA Board Member term expired on:
Derrick Steve Harmon July 31, 2022

The DDA Board Member listed above has requested to be re-appointed to the DDA Board. This re-appointment will expire four years from the expired terms on the month and date stated in the year 2026

The following DDA Board Members term expired and will expire:
Randy Moffat February 5, 2023 and Brian Bush March 11, 2023

The DDA Board Member listed above have requested to be re-appointed to the DDA Board. These re-appointments will expire four years from their current terms on the month and date stated in the year 2027.

We currently have Four (4) vacancies on the DDA Board that have terms that expired February 5, 2023, one that will expire March 11, 2023, one that will expire on July 31, 2023 and one on August 26, 2023.

The following business representatives within the DDA District has requested to be appointed to the DDA Board to fill one of the vacancies for the terms listed below:

Craig Greca – to fulfill the remainder of the August 26, 2023 term

JF

Y:\DDA\Appointments-terms\re-appt letters\Memo to Mayor regarding Board appointment 3 23 vacant.docx

February 22, 2023

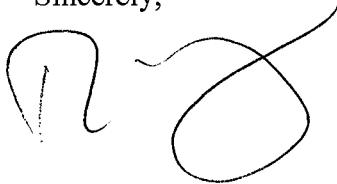
Mayor Robert McCraight
City of Romulus
11111 Wayne Rd.
Romulus, MI 48174

Re: Downtown Development Authority Board

Dear Mayor McCraight:

Please accept this as my official letter of interest and request to be re-appointed to the position of Commissioner for the City of Romulus Downtown Development Authority. It has been a great privilege to serve the community on this board.

Sincerely,

A handwritten signature in black ink, appearing to be 'Randy Moffat', with a stylized, flowing script.

Randy Moffat
11140 Olive
Romulus, MI 48174

February 22, 2023

Mayor Robert McCraight
City of Romulus
11111 Wayne Rd.
Romulus, MI 48174

Re: Downtown Development Authority Board

Dear Mayor McCraight:

Please accept this as my official letter of interest and request to be appointed to the City of Romulus Downtown Development Authority. It would be my honor to serve the community on this board.

Sincerely,

A handwritten signature in black ink, appearing to read 'Craig Greca', written in a cursive style.

Craig Greca
36547 Goddard Road
Romulus, MI 48174

February 22, 2023

Mayor Robert A. McCraight
City of Romulus
11111 Wayne Rd.
Romulus, MI 48174

Re: Downtown Development Authority Board

Dear Mayor McCraight:

Please accept this as my official letter of interest and request to be re-appointed to the position of board member for the City of Romulus Downtown Development Authority. It has been my pleasure to serve the community on this board.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. S. Harmon', with a long horizontal flourish extending to the right.

Derrick Steve Harmon
35255 Goddard Road, STE A
Romulus, MI 48174

February 22, 2023

Mayor Robert McCraight
City of Romulus
11111 Wayne Rd.
Romulus, MI 48174

Re: Downtown Development Authority Board

Dear Mayor McCraight:

Please accept this as my official letter of interest and request to be re-appointed to the City of Romulus Downtown Development Authority. It has been a great privilege to serve the community on this board.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian Bush", with a stylized, cursive script.

Brian Bush
36542 Goddard Road
Romulus, MI 48174



City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held:

March 6, 2023

Item No. C.

General Description: Rumble in Romulus Event - No Fee Permit/Road Closure Request

Resolution No. _____

<i>Moved by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Seconded by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

<i>Ayes:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Nays:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Abstain:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

City of Romulus

RINTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council
FROM: Mayor Robert A. McCraight
SUBJECT: Rumble in Romulus Event – No Fee permit/ Road Closure Request
DATE: March 1, 2023

I concur with Jerry Frayer, DDA Director and respectfully request no fee permits for all Rumble in Romulus activities beginning Friday, July 28th at 4:00 p.m. until 10:00 p.m. and Saturday, July 29th from 10:00 a.m. to 10:00 p.m. followed by a brunch at a local Romulus restaurant on Sunday, July 30th as well as a road closure of Goddard Road between Shook Road and Sterling Street beginning at 10:00 a.m. on Saturday, July 29th and ending at 10:00 p.m. that evening for the Second Annual Rumble in Romulus “Bike Night” event. This will insure the safety of all participants at the annual event.

Motion by _____ supported by _____ to concur with the administration and authorize no fee permits for all Rumble in Romulus activities beginning Friday, July 28th at 4:00 p.m. until 10:00 p.m. and Saturday, July 29th from 10:00 a.m. to 10:00 p.m. followed by a brunch at a local Romulus restaurant on Sunday, July 30th as well as a road closure of Goddard Road between Shook Road and Sterling Street beginning at 10:00 a.m. on Saturday, July 29th and ending at 10:00 p.m. that evening for the Second Annual Rumble in Romulus “Bike Night” event.

Memo

To: Mayor Robert A. McCraight and Honorable City Council

From: Jerry Frayer, Downtown Development Authority Director

Subject: Rumble in Romulus Event

Date: February 23, 2023

The 2nd Annual Rumble in Romulus is scheduled this year to be held on the weekend of July 28th through July 30th. Romulus business owners Steve Harmon of Big Steve's Designs and Brian Bush of Artisan Reserve are partnering to bring back this fun family friendly event. This event would begin on Friday, July 28th at 4:00 p.m. – 10:00 p.m. as part of the regular "Bike Night" events held on Friday's at Artisan Reserve, and resume the following day on Saturday, July 29th beginning at 10:00 a.m. through 10:00 pm. Additional activities are planned to occur in the Historical Park on Saturday, July 29th from 10:00 a.m. – 10:00 p.m., and an event celebration brunch at a local Romulus restaurant on Sunday, July 30th.

I am respectfully requesting that Council authorize a no-fee permit for all Rumble in Romulus activities and the use of the Historical Park on Saturday, July 29th, as well as the following road closure:

The closure of Goddard Road between Shook Road and Sterling Street beginning at 10:00 a.m. on Saturday, July 29, 2023 and ending at 10:00 p.m. that evening.

Steve Harmon and Brian Bush will coordinate a meeting with the necessary city staff as well as the Romulus Fire Department, Police Department and Department of Public Works to discuss plans for the events, as well as the coordination and placement of the barricades and signage to allow for traffic to detour around the event and to ensure there is access the Post Office.

I will be available at the council meeting for questions.

C: City Council
DDA
Chief of Staff, Julie Wojtylko
Director Kevin Krause
Romulus PD
Romulus Fire
DPW



City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held:

March 6, 2023

Item No. D.

General Description: Extension of RFP 19/20-04 CivicPlus with addition of Freedom of Information Act (FOIA) Management Software

Resolution No. _____

<i>Moved by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Seconded by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

<i>Ayes:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Nays:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Abstain:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

City of Romulus

INTEROFFICE MEMORANDUM

To: The Honorable Romulus City Council
From: Mayor Robert A. McCraight
Subject: Extension of RFP 19/20-04 CivicPlus with addition of Freedom of Information Act (FOIA) Management Software
Date: March 1, 2023

I concur with the recommendation of Ellen Craig-Bragg, City Clerk and Gary Harris, Purchasing Director, and respectfully request Council extend RFP 19/20-04 with CivicPlus LLC with the addition of CivicPlus FOIA Management Software (administered by Next Request LLC) for a two (2) year commitment in the amount of \$16,776.00 to be paid annually at \$8,388.00 beginning in FY 2023/2024.

Victoria Trush, Assistant Finance Director, has verified funds for this purpose will be available in FY 2023/2024 in the General Fund, Clerk's Office, Contractual Services account #101-215-818.000.

Motion by _____, supported by _____, to concur with the administration and extend RFP 19/20-04 with CivicPlus LLC with the addition of CivicPlus FOIA Management Software (administered by Next Request LLC) for a two (2) year commitment in the amount of \$16,776.00 to be paid annually at \$8,388.00 beginning in FY 2023/2024.



MEMORANDUM

DATE: February 28, 2023
TO: Mayor Robert A McCraith
FROM: Gary Harris, Purchasing Director
SUBJECT: Extension of RFP 19/20-04 CivicPlus – FOIA (Freedom of Information Act) Management Software

At the regular Council Meeting held December 28, 2020, the honorable Council members by their action awarded RFP 19/20-04 (Resolution 20-348) to CivicPlus LLC, for the software and hosting of the city's website. CivicPlus was known to offer additional software and support for the city's use.

Please be advised that CivicPlus is offering the city its FOIA software as an addition to our current contract.

I concur with the recommendation of City Clerk, Ellen L. Craig-Bragg to extend the contract from RFP 19/20-04 with CivicPlus LLC. For the purchase and two (2) year commitment of the CivicPlus FOIA Management Software administered by Next Request LLC, in the amount of \$16,776.00 to be paid annually at \$8,388.00 beginning in FY 2023/2024. By approving the purchase at this time and extending the contract, the City will be eligible for \$4,296.00 in discounts from CivicPlus. Provided this software meets the needs of the Clerk's Office, the goal will be to maintain support of this software until end of life or it is no longer able to be budgeted for.

The city's current contract for FOIA software, hosted by GovQA will be cancelled as of May 2023. The software has not met the demand or performance of the current FOIA volume.

Victoria Trush, Assistant Financial Services Director has verified that funds for this purpose will be available in Fiscal Year 2023/2024 in the General Fund, Clerk's Office, Contractual Services account (101-215-818.000), pending budget approval.

If I can be of any further assistance to you regarding this matter, please contact me.

Purchasing Director



MEMORANDUM

To: Gary Harris, Purchasing Director

From: Ellen L. Craig-Bragg, City Clerk

Cc: D'Sjonaun Hockenhull, Deputy City Clerk

Date: February 23, 2023

Re: Extension of CivicPlus Contract from RFP 19/20-04

Freedom of Information Act (FOIA) requests have steadily increased over the last three years. In 2020, the Clerk's Office processed 169 requests. That total increased by 20% to 214 requests in 2021 and another 23% to 278 requests in 2022. Many other Clerk Offices have seen a similar increase-trend. A robust FOIA management software is necessary to process high-volume requests within the statutorily prescribed deadlines efficiently. The current FOIA management software in use, GovQA, presented glitches and limitations that were unfavorable to the public, such as the need to create an account to submit a FOIA request or freezes to the existing software. GovQA could not rectify our issues to continue its use.

The Clerk's Office has diligently spent countless hours demoing multiple software providers to identify a product that works more closely with our department's workflow and is user-friendly for a wider adoption by the public. We have identified NextRequest by CivicPlus as the premier FOIA Management Software.

We are able to secure a two-year commitment, which freezes the current rate. Additionally, we have been given 16 months of service for the cost of 12 to help with implementation and any changeover from the current FOIA Management Software to prevent any lapse in service to the public. Moving forward, CivicPlus will be able to offer bundle discounts to the City for utilizing multiple products that is offers (CivicEngage, Municode, CivicPlus, and NextRequest)

I am requesting Council approval to extend the current contract with CivicPlus, LLC, obtained from RFP 19/20-04, for a two-year commitment for a FOIA Management Software administered by NextRequest, LLC, in the amount of \$16,776.00 (to be paid annually at \$8,388.00 starting FY 23/24)

The funds have been budgeted in the FY 23/24 budget under Clerk Contractual Services GL Line (101-215-818.00)

If you concur, please submit this for placement on the March 6, 2023 Council agenda under the Mayor's Report.

If you have any questions, please do not hesitate to contact D'Sjonaun or myself.



FUNDS VERIFICATION FORM

DEPARTMENT:

Clerk

FUND NAME:

General Fund – Contractual Services

ACCOUNT NUMBER/S:

101-215-818.000

PURPOSE FOR REQUEST:

Two year commitment/contract for the purchase of a FOIA management Software @ \$8,388.00/year

AMOUNT OF EXPENDITURE:

\$16,776.00 over course of contract; \$8,388.00/year

FUNDS CURRENTLY AVAILABLE:

FY 23/24 *Pending Budget Adoption*

FINANCE DEPARTMENT APPROVAL:

V. Fresh 2-28-2023

DATE:

2/27/2023

NextRequest for theCity of Romulus, MI

What do I get with NextRequest?

An all-in-one platform for managing records requests across your entire agency. It's an annual subscription and includes:

- Workflow Tools, Document Hosting & Management, Dashboards, Custom Reporting, Request Diversion, and Regular Product Improvements and Feature Updates

Security?

We protect your information using:

- SOC 2 Security Audit, Encryption, and Threat/Uptime Monitoring. See a full overview at: nextrequest.com/security

Technical Requirements?

NextRequest is entirely web based and software-as-a-service

- Everything in the cloud - no downloads or installations and works on all modern web browsers

Customer	City of Romulus, MI	Start Date	3/1/23
Account URL(s)*	cityofromulusmi.nextrequest.com <i>*Account URL cannot be altered once created</i>	Invoice Date	7/1/23
Primary Contact Name	D'Sjonaun Hockenhull	Renewal Date	7/1/24
Email and Phone	dhockenhull@romulusgov.com 734-955-4544		
Address	11111 Wayne Road, Romulus, MI, 48174		

Service Agreement: Welcome to NextRequest! Thanks for using our platform. This Service Agreement ("Agreement") is entered between NextRequest Co., with a place of business at 212 W Main Street, Suite 500, Durham, NC 27701 ("NextRequest"), and the Customer listed above ("Customer"), as of the Effective Date. This Agreement includes the above subscription and support (the "Services") and incorporates the above Order Form as well as the Terms and Conditions and Service Level Agreement available at <https://www.nextrequest.com/terms-conditions> and which contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

Renewals: Pricing may be subject to a standard 5% annual increase to account for application improvements, new features and inflation.

Name	Price	QTY	Subtotal
NextRequest Standard License (monthly pricing, billed annually) Unlimited Staff Users, Up to 10 Admin-Publisher Users, and Up to 2 TB of Storage Core Features: Public Request Portal, Public Reading Room, Premier Security Package, Email Monitoring Suite, Email notifications, Automatic Reminders, Task assignment and tracking, and Time Tracking Payments: Invoicing and Online Payments (<i>*Approved payment processors</i>) Review and Redaction Features: Redaction with unlimited users, RapidReview (Batch and Draft Redaction), and OCR (Optical Character Recognition) IT & Compliance Features: Retention, Single Sign-On, Agency Specific Portal URL, SOC 2 Type II Audit, CJIS Attestation Available, and HIPAA Compliance Available with BAA	\$699.00	16	\$11,184.00
			0
Standard Set Up & Onboarding (One-time) Dedicated Onboarding Team, 1 Kickoff Call, 1 Dedicated Admin Training (60 minutes), Go-Live Success Plans, Weekly Group Training Webinars, In-app Training, Video Tutorials, Knowledge Base Articles, and Service Level Agreement	\$1,500.00	1	\$1,500.00
One-Time Credit for Service One-Time Credit of \$2,796 applied for 4 months of service.	-\$2,796.00	1	-\$2,796.00
			0
One-Time Credit for Standard Set Up & Onboarding	-\$1,500.00	1	-\$1,500.00
			0

Subtotal **\$8,388.00**

Total \$8,388.00

**Pricing is Valid for 60 Days from the Current Date*

Name	Price	QTY	Subtotal
Second Invoice 7/1/24-6/30/25	\$699.00	12	\$8,388.00

Subtotal **\$8,388.00**

Discount **\$0.00**

Tax **\$0.00**

Total \$8,388.00

City of Romulus, MI

NextRequest LLC

Signature:

Signature:

Name & Title:

Name & Title:

Date:

Date:

Accounts Payable Info

Name:

Phone:

Email:

Will issue PO? Yes: ☐ No: ☐

Download our W-9 at: nextrequest.com/w-9 (password: *foiasoftware*)



City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held:

March 6, 2023

Item No. E.

General Description: Introduction of Budget Amendment 22/23-12

Resolution No. _____

<i>Moved by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Seconded by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

<i>Ayes:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Nays:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Abstain:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

City of Romulus

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council
FROM: Mayor Robert A. McCraight
SUBJECT: Introduction of Budget Amendment 22/23 - 12
DATE: March 1, 2023

I am hereby requesting introduction of Budget Amendment 22/23-12 to recognize federal funding and allocate additional funds for costs associated with the acceptance of the 2023 SAFER grant and the hiring of six (6) additional firefighter positions in accordance with the “Period Performance” for the grant beginning March 20, 2023.

Motion by _____, supported by _____ to concur with the administration and introduce Budget Amendment 22/23-12 to recognize federal funding and allocate additional funds for costs associated with the acceptance of the 2023 SAFER grant and the hiring of six (6) additional firefighter positions in accordance with the “Period Performance” for the grant beginning March 20, 2023.

Memorandum

To: Mayor Robert A. McCraight
From: Maria Farris, Finance Director
Date: February 20, 2023
Re: Budget Amendment 22/23-12

Attached please find a copy of requested Budget Amendment 22/23-12 to be added to the agenda for the March 6, 2023 City Council meeting.

This budget amendment is to recognize SAFER Grant revenue of \$164,575 in 205-336-501.094 and \$164,575 of corresponding employee expenditures for the period of 3/20/2023 through 6/30/2023.

If you should have any additional questions, please let me know.

MEMORANDUM

TO: Mayor Robert A. McCraight

FROM: Finance Department

DATE: February 16, 2023

SUBJECT: Budget Amendment 22/23 - 12

MEF

<u>FUND/DEPT.</u> <u>ACCOUNT NO.</u>	<u>ACCOUNT NAME</u>	<u>CURRENT</u> <u>BUDGET</u>	<u>AMENDMENT</u>	<u>AMENDED</u> <u>BUDGET</u>
205 Public Safety Fund				
<u>Revenue (Fire)</u>				
205-336-501.094	Federal Grant - SAFER	-	164,575	164,575
<u>Expense (Fire)</u>				
205-336-702.002	SAFER Salaries	-	102,900	102,900
205-336-706.000	Comp Abs	-	4,950	4,950
205-336-710.336	FLSA Overtime	-	8,010	8,010
205-336-715.000	Social Security	-	7,200	7,200
205-336-715.001	Medicare	-	1,700	1,700
205-336-716.001	Defined Benefit	-	3,060	3,060
205-336-717.100	Retiree Health Savings	-	945	945
205-336-718.000	Health Insurance	-	27,250	27,250
205-336-719.000	Dental Insurance	-	2,710	2,710
205-336-720.000	Life Insurance	-	185	185
205-336-721.000	LTD Insurance	-	445	445
205-336-722.000	Worker's Comp	-	5,150	5,150
205-336-723.000	Empl Assistance	-	70	70

To recognize federal funding and allocate additional funds for costs associated with the acceptance of the 2023 SAFER Grant and the hiring of 6 additional Firefighter positions in accordance with the "Period Performance" for the grant beginning 3/20/2023.

Memo

To: Mayor McCraight
Cc: Julie Wojtylko, Chief of Staff
From: Director of Community Safety & Development, Kevin Krause
Date: 02/14/2022
Re: SAFER Grant Budget Amendment

The Romulus Fire Department has received a 2023 FEMA SAFER Grant Award for the addition of 6 new firefighters for a period of performance of 3 years.

Recipients of SAFER hiring of Firefighters Activity grants are usually required to contribute non-federal funds of actual costs incurred in each of the grant funding years. However, FEMA has waived the cost share requirement for this grant award. The City of Romulus is not required to contribute non-Federal funds for this grant award.

The purpose of the SAFER Grant program is to provide funding directly to Fire Departments to assist with increasing firefighter manpower to help the community meet industry standards, attain 24-hour staffing while providing adequate protection from fire and fire-related hazards, and to fulfill traditional missions of the Fire Department. This program enhances the local fire departments' abilities to comply with staffing, response and operational standards as established by the National Fire Protection Association.

For your review and consideration to present to City Council is a request to recognize the attached fiscal year 22/23 Budget Amendment Form for the period of performance beginning 03/20/2023 through the end of the fiscal year (June 30, 2023) in the amount of \$164,575.00

If you have any questions prior to the meeting please contact my office.

Thank you.

BUDGET AMENDMENT FORM

INCREASE		INCREASE	
Account Number /Name	Amount	Account Number /Name	Amount
205-336-702.002 *SAFER SALARIES	\$ 102,900	205-336-721.000 LTD INSURANCE	\$ 445
205-336-710.336 FLSA OT	\$ 8,010	205-336-719.000 DENTAL INSURANCE	\$ 2,710
205-336-706.000 **COMPENSATED ABSENCES	\$ 4,950	205-336-718.000 HEALTH INSURANCE	\$ 27,250
205-336-715.000 SOCIAL SECURITY	\$ 7,200	TOTAL	\$ 164,575
205-336-715.001 MEDICARE	\$ 1,700		
205-336-716.001 DEFINED BENEFIT (PENSION)	\$ 3,060		
205-336-722.000 WORKERS COMP	\$ 5,150		
205-336-717.100 RETIREE HEALTH SAVINGS	\$ 945		
205-336-723.000 EMPLOYEE ASSISTANCE	\$ 70	INCREASE	
205-336-720.000 LIFE INSURANCE	\$ 185	205-336-501.094 Federal Grant SAFER Grant	\$ 164,575
		TOTAL	\$ 164,575

PURPOSE:

*Safer salaries include wage, certification (EMS bonus), and holiday pay. **Compensated absences include sick time.

Budget amendment request recognizing SAFER award of 6 firefighters wage and benefits between March 20, 2023 to June 30, 2023.

DATE: 02/15/2023

MEF 2.26.23

Department Head Signature:



Mayor's Authorization:



THIS FORM IS TO BE USED WHEN THE TOTAL AMOUNT OF EXPENDITURES WITHIN A DEPARTMENT IS REQUESTED TO BE INCREASED. IT REQUIRES PRIOR APPROVAL FROM THE MAYOR AND THE FINANCE DEPARTMENT WILL DETERMINE IF THE FUNDS ARE AVAILABLE EITHER FROM FUND BALANCE/RETAINED EARNINGS OR YOU MAY ALSO REQUEST FUNDS TO BE TRANSFERRED FROM ANOTHER ONE OF YOUR DEPARTMENTAL BUDGETS. THIS REQUEST REQUIRES COUNCIL APPROVAL.



City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: **March 6, 2023**

Item No. F.

General Description: Introduction of Budget Amendment 22/23-13
(Building Dept.)

Resolution No. _____

<i>Moved by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Seconded by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

<i>Ayes:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Nays:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Abstain:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

City of Romulus

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council
FROM: Mayor Robert A. McCraight
SUBJECT: Introduction of Budget Amendment 22/23 – 13 (Building Dept.)
DATE: March 1, 2023

I am hereby requesting introduction of Budget Amendment 22/23-13 to recognize additional fees for engineering reimbursements.

Motion by _____, supported by _____ to concur with the administration and introduce Budget Amendment 22/23-13 to recognize additional fees for engineering reimbursements.

Memorandum

To: Mayor Robert A. McCraight
From: Victoria Trush, Assistant Finance Director
Date: February 23, 2023
Re: Budget Amendment 22/23-13

Attached please find a copy of requested Budget Amendment 22/23-13 to be added to the agenda for the March 6, 2023 City Council meeting.

This budget amendment is to recognize additional reimbursable engineering fees revenue and expense. The amendment will increase revenue Reimburse – Engineer Fees and increase expense Engineering Fees – Reimbursable in the amount of \$150,000.00

If you should have any additional questions, please feel free to contact me.

MEMORANDUM

TO: Mayor Robert A. McCraight
FROM: Finance Department
DATE: February 23, 2023
SUBJECT: Budget Amendment 22/23 -13

VNT

<u>FUND/DEPT.</u> <u>ACCOUNT NO.</u> <u>General</u>	<u>ACCOUNT NAME</u>	<u>CURRENT</u> <u>BUDGET</u>		<u>AMENDMENT</u>		<u>AMENDED</u> <u>BUDGET</u>
Revenue						
101-371-823.000	Engineering Fees - Reimbursable	150,000.00	\$	150,000.00	\$	300,000.00
Expense						
101-371-682.823	Reimburse - Engineer Fees	150,000.00	\$	150,000.00	\$	300,000.00

To recognize additional fees for engineering reimbursements

CITY OF ROMULUS
DEPARTMENT OF BUILDING & SAFETY

Interoffice Memorandum

TO: Honorable City Council

FROM: Jeff Kemp, Building & Planning Director

CC: Mayor Robert McCraith
Maria Farris, Finance Director
Victoria Trush, Assistant Finance Director

DATE: February 22, 2023

SUBJECT: Engineering Review fees Budget Amendment

Dear Honorable City Council,

As you are aware, it has been a very busy year for development within the City of Romulus. With proposed development, comes engineering reviews that must be done and approved prior to the beginning of a project. Our engineering budget for the 2022/2023 fiscal year is \$150,000., which we have reached. Therefore, we are respectfully requesting to increase our engineering budget an additional \$150,000.

Engineering fees are collected at the beginning of the review process, and we pay out to our engineer for their reviews. Some larger projects take more then one year to complete the engineering process. In 2021/2022 and 2022/2023 fiscal year, the Building Department has collected \$651,120 for engineering review fees. We have paid out \$266,270 of these fees for reviews to the city engineer. As these fees are paid up front by the contractor before the engineering process begins, we have many reviews coming in which we will be receiving invoices for.

The attached budget amendment allows us to continue paying engineering review fees for projects that are already under review and any new projects that will come in. At this time it is estimated we will have another \$150,000 in engineering review invoicing by the end of this fiscal year.

If you should have any questions regarding this matter please feel free to contact me at 734-955-8700 or jkemp@romulusgov.com.

Sincerely,



Jeff Kemp, Director of Building & Planning

BUDGET AMENDMENT FORM

INCREASE		INCREASE	
Account Number /Name	Amount	Account Number /Name	Amount
101-371-823.000 Engineering Fees - Reimbursable	\$ 150,000	101-371-682.823 Reimburse - Engineer Fees	\$ 150,000
TOTAL	\$ 150,000	TOTAL	\$ 150,000

PURPOSE:

To recognize additional revenues and expenditures related to reimbursable engineering fees

DATE: 2/17/2023

Department Head Signature:



Finance Signature:

W. Trush 2/23/2023

Mayor's Authorization:



THIS FORM IS TO BE USED WHEN THE TOTAL AMOUNT OF EXPENDITURES WITHIN A DEPARTMENT IS REQUESTED TO BE INCREASED. IT REQUIRES PRIOR APPROVAL FROM THE MAYOR AND THE FINANCE DEPARTMENT WILL DETERMINE IF THE FUNDS ARE AVAILABLE EITHER FROM FUND BALANCE/RETAINED EARNINGS OR YOU MAY ALSO REQUEST FUNDS TO BE TRANSFERRED FROM ANOTHER ONE OF YOUR DEPARTMENTAL BUDGETS. THIS REQUEST REQUIRES COUNCIL APPROVAL.



City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: **March 6, 2023**

Item No. G.

General Description: Sole Source Purchase - Flock Group, Inc. - Falcon Camera System & Installation

Resolution No. _____

<i>Moved by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Seconded by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

<i>Ayes:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Nays:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Abstain:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

City of Romulus

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council
FROM: Mayor Robert A. McCraight
SUBJECT: Sole Source Purchase – Flock Group, Inc. – Falcon Camera System & Installation
DATE: March 1, 2023

I concur with the recommendation of Derran Shelby, Deputy Police Chief, and Gary Harris, Purchasing Director, and respectfully request City Council authorize the sole source purchase and installation of 26 Falcon Camera Systems from Flock Group Inc. for the City of Romulus Police Department at a total cost of \$146,100.00 under the terms of Sole Source Purchases Exception in Section 39-11 (d)(1)c.1 of the City of Romulus Purchasing Ordinance.

Maria Farris, Finance Director has verified that funds for this acquisition are available in the Public Safety Fund, Police, Capital Outlay Expense account #205-301-970.000. Please note \$77,600.00 is available in the FY 22/23 budget and the remaining \$68,500.00 will be available upon the approval of the FY 23/24 budget.

Motion by _____, supported by _____, to concur with the administration, and authorize the sole source purchase and installation of 26 Falcon Camera Systems from Flock Group Inc. for the City of Romulus Police Department at a total cost of \$146,100.00 under the terms of Sole Source Purchases Exception in Section 39-11 (d)(1)c.1 of the City of Romulus Purchasing Ordinance.



MEMORANDUM

DATE: February 28, 2023
TO: Mayor Robert A. McCraight
FROM: Gary Harris, Purchasing Director
SUBJECT: Sole Source Purchase – Flock Group, Inc. – Falcon Camera System & Installation

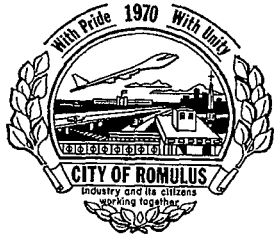
Under the terms of Chapter 39 of the City of Romulus Code of Ordinances (Section 39-11(d)(1)c.1., Exceptions to Competition-Sole Source Purchase-only one known source that can provide the commodity), I respectfully request that Council authorize the Sole Source purchase and installation of 26 Falcon Camera Systems from Flock Group Inc. for the City of Romulus Police Department.. These cameras are to be strategically placed near problematic areas of the city as well as at street intersections entering and exiting the city.

A Sole Source letter has been submitted from Flock Safety.

I concur with the recommendation of Deputy Police Chief Derran Shelby to proceed with this purchase. If you concur, please request Council's authorization for the purchase and installation of 26 Falcon Camera Systems from Flock Group Inc. for the City of Romulus Police Department for a total cost of \$146,100.00 under the terms of Sole Source Purchases Exception in Section 39-11(d)(1)c.1 of the City of Romulus Purchasing Ordinance.

Maria Farris, Financial Services Director, has verified that funds are available in the Public Safety Fund, Police, Capital Outlay Expense Account (205-301-970.000). Please note \$77,600.00 is available in the FY 2022/2023 budget and the remaining \$68,500.00 will be available upon the approval of the FY 2023/2024 budget.

Gary Harris
Purchasing Director



FUNDS VERIFICATION FORM

DEPARTMENT:

Police

FUND NAME:

Capital Outlay

ACCOUNT NUMBER/S:

205.301.970.000

PURPOSE FOR REQUEST:

Service Contract Purchase of (26) Flock Group Inc. Crime Prevention/ALPR Camera Technology cameras

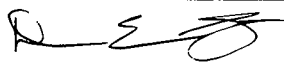
AMOUNT OF EXPENDITURE:

Year 1 - \$77,600.00

Year 2 - \$68,500.00

Total: \$146,100.00

SIGNATURE OF DEPARTMENT HEAD:

 Shelby, D

FUNDS CURRENTLY

AVAILABLE: \$77,600.00

FINANCE DEPARTMENT APPROVAL:

Maria Farris

DATE:

2/27/2023

Memo

To: Gary Harris, Director Purchasing
From: Derran Shelby, Deputy Chief *D.S.*
Date: 02/27/2023
Re: Purchase of Flock Group Inc. Crime Prevention/ALPR Camera Technology

For your consideration is a Request for Approval of a sole source purchase to Flock Group, Inc. for the purchase and installation of 26 Falcon Camera Systems to be strategically placed near problematic areas and at street intersections (entry/exit) ways in and around the city.

The Flock Falcon solar powered and cellular enabled security/ALPR cameras are to help combat crime, by allowing the system to record important information like car model, color, and license plate information. This information would be accessible to law enforcement personnel in the event of a crime or other incidents of significant public safety concern.

Multiple agencies around us use this system Taylor P.D., Westland P.D., Van Buren Twp. P.D., Dearborn Heights P.D., this will allow us the ability to increase our communication and information sharing with these and other agencies. Flock data and footage is fully encrypted and law-enforcement personnel must enter a valid case number to verify the legitimacy of a search and create an audit trail.

Costs:

Year One \$ 77,600.00 includes installations costs and advance search option.
Year Two \$ 68,500.00 includes advance search option.

Each camera annually costs \$2500.00 and there is a one-time installation fee of \$300.00 per camera. The advance search option is a one-time cost per year of \$3500.00.

The \$2500.00 will cover the camera in the event of replacement due to failure, damage, or software updates. Flock Group, Inc. is the sole provider of this technology and the sole source letter is included with the supporting documents.

Steve Hitchcock has reviewed and approved the Flock Group Inc. Services Agreement.

Funds Verification

Maria Farris, Finance Director, has verified that the funds are currently available for the acquisition in the Capital Outlay Fund, Police Department, 205.301.970.000.

If you concur please request Council's permission to purchase the Flock Group Inc. Crime Prevention/ALPR Camera Technology.

Please let me know if you have any questions, concerns or would like to discuss further.

Shelby, Derran

From: Shelby, Derran
Sent: Wednesday, February 22, 2023 12:43 PM
To: Hitchcock, Stephen
Subject: RE: Flock Services Agreement

Ok thanks...

From: Steve Hitchcock [mailto:sjh@gmhlaw.com]
Sent: Wednesday, February 22, 2023 11:57 AM
To: Shelby, Derran <dselby@romulusgov.com>
Subject: RE: Flock Services Agreement

Deputy Chief Shelby,

I reviewed the proposed service agreement with Flock Group and do not have any changes.
I recommend the agreement for Council consideration.

Steve Hitchcock

Giarmarco, Mullins & Horton, P.C.
Tenth Floor Columbia Center
101 West Big Beaver Road
Troy, Michigan 48084-5280
Phone: (248) 457-7024
Fax: (248) 404-6324
Email: sjh@gmhlaw.com
www.gmhlaw.com

From: Shelby, Derran <dselby@romulusgov.com>
Sent: Tuesday, February 21, 2023 1:59 PM
To: Steve Hitchcock <sjh@gmhlaw.com>
Subject: Flock Services Agreement

For your review...

Thanks

DS

FLOCK GROUP INC.
SERVICES AGREEMENT
ORDER FORM

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. ("Flock") and the customer identified below ("Agency") (each of Flock and Customer, a "Party"). This order form ("Order Form") hereby incorporates and includes the "GOVERNMENT AGENCY AGREEMENT" attached (the "Terms") which describe and set forth the general legal terms governing the relationship (collectively, the "Agreement"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the "Effective Date").

Agency: Romulus Police Department

Contact Name: Roger Salwa

Legal Entity Name:

Address:
11165 Olive Street
Romulus, Michigan 48174

Phone: (734) 942-6861
E-Mail: rsalwa@romulusgov.com

Expected Payment Method:

Billing Contact:
(if different than above)

Initial Term: 24 months
Renewal Term: 24 months

Billing Term: Annual payment due Net 30 per terms and conditions

flock safety

GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the police department or government agency identified in the signature block of the Order Form (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution for automatic license plates, video and audio detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Services are capable of capturing audio, video, image, and recording data and can provide notifications to Agency upon the instructions of Non-Agency End User (as defined below) (“**Notifications**”);

WHEREAS, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from Non-Agency End Users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, Flock deletes all Footage on a rolling thirty (30) day basis, excluding Wing Replay which is deleted after seven (7) days. Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering (“**Permitted Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Agency agree that this Agreement, and any addenda attached hereto or referenced herein, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Advanced Search**” means the provision of Services, via the web interface using Flock’s software applications, which utilize advanced evidence delivery capabilities including convoy analysis, multi-geo search, visual search, cradlepoint integration for automatic vehicle location, and common plate analysis.

1.2 “**Agency Data**” means the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

1.3 “**Agency Generated Data**” means the messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, other information or materials posted, uploaded, displayed, published, distributed, transmitted, broadcasted, or otherwise made available on or submitted through the Wing Suite.

1.4. “**Agency Hardware**” means the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5. “**Aggregated Data**” means information that relates to a group or category of individuals, from which any potential individuals’ personal identifying information has been permanently “anonymized” by commercially available standards to irreversibly alter data in such a way that a data subject (i.e., individual person or impersonal entity) can no longer be identified directly or indirectly.

1.6 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.7 “**Deployment Plan**” means the strategic geographic mapping of the location(s) and implementation of Flock Hardware, and/or other relevant Services required under this Agreement.

1.8 “**Documentation**” means text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.9 “**Embedded Software**” means the software and/or firmware embedded or preinstalled on the Flock Hardware or Agency Hardware.

1.10 “**Falcon Flex**” means an infrastructure-free, location-flexible license plate reader camera that enables the Agency to self-install.

1.11 “**Flock Hardware**” means the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services.

1.12 “**Flock IP**” means the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.13 “**Flock Safety Falcon™**” means an infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.14 “**Flock Safety Raven™**” means an audio detection device that provides real-time alerting to law enforcement based on programmed audio events such as gunshots, breaking glass, and street racing.

1.15 “**Flock Safety Sparrow™**” means an infrastructure-free license plate reader camera for residential roadways that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.17 **“Footage”** means still images, video, audio and other data captured by the Flock Hardware or Agency Hardware in the course of and provided via the Services.

1.18 **“Hotlist(s)”** means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e. NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.19 **“Implementation Fee(s)”** means the monetary fees associated with the Installation Services, as defined below.

1.20 **“Installation Services”** means the services provided by Flock for installation of Agency Hardware and/or Flock Hardware, including any applicable installation of Embedded Software on Agency Hardware.

1.21 **“Non-Agency End User(s)”** means any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.

1.22 **“Services”** or **“Flock Services”** means the provision, via the Web Interface, of Flock’s software applications for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.23 **“Support Services”** means Monitoring Services, as defined in Section 2.10 below.

1.24 **“Usage Fee”** means the subscription fees to be paid by the Agency for ongoing access to Services.

1.25 **“Web Interface”** means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services, in accordance with the terms of this Agreement.

1.26 **“Wing Suite”** means the Flock interface which provides real-time access to the Flock Services, location of Flock Hardware, Agency Hardware, third-party cameras, live-stream video, Wing Livestream, Wing LPR, Wing Replay, alerts and other integrations.

1.27 **“Wing Livestream”** means real-time video integration with third-party cameras via the Flock interface.

1.28 **“Wing LPR”** means software integration with third-party cameras utilizing Flock’s Vehicle Fingerprint Technology™ for license plate capture.

1.29 **“Wing Replay”** means enhanced situational awareness encompassing Footage retention, replay ability, and downloadable content from Hot Lists integrated from third-party cameras.

1.30 **“Vehicle Fingerprint™”** means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Agency's designated administrator, listed on the Order Form, and any Authorized End Users to access and download via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username ("**User ID**"). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User's use of the Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage) which makes the Services available to Agency and Authorized End Users. Warranties provided by said third party service providers are the agency's sole and exclusive remedy and Flock's sole and exclusive liability with regard to such third-party services, including without limitation hosting the Web Interface. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Flock Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Term in connection with its use of the Services as contemplated herein, and under Section 2.5 below.

2.4 Wing Suite License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Wing Suite software and interface.

2.5 Usage Restrictions.

2.5.1 Flock IP. The permitted purpose for usage of the Flock Hardware, Agency Hardware, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency ("**Permitted Purpose**"). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of

any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Flock Hardware, Documentation, or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Agency's rights under Sections 2.1, 2.2, 2.3, or 2.4.

2.5.2. Flock Hardware. Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Except for Falcon Flex products, which are designed for self-installation, Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.5.2, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

2.6 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

2.7 Suspension.

2.7.1 Service Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP by Agency; (b) Agency's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Agency has violated any term of this provision, including, but not limited to, utilizing the Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Agency's account ("*Service Suspension*"). Agency shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit.

2.7.2 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or

emergency maintenance (“*Service Interruption*”). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Agency and to provide updates regarding resumption of access to Flock Services. Flock will use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Agency or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Agency’s direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency’s account that have been impacted. For example, in the event of a Service Interruption lasting five (5) continuous days, Agency will receive a credit for five (5) free days at the end of the Term.

2.8 Installation Services.

2.8.1 Designated Locations. For installation of Flock Hardware, excluding Falcon Flex products, prior to performing the physical installation of the Flock Hardware, Flock shall advise Agency on the location and positioning of the Flock Hardware for optimal license plate image capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Flock Hardware (“*Designated Location*”) and collaborate with Agency to design the Deployment Plan confirming the Designated Locations. Flock shall have final discretion on location of Flock Hardware. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency’s delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. After installation, any subsequent changes to the Deployment Plan (“*Reinstalls*”) will incur a charge for Flock’s then-current list price for Reinstalls, as listed in the then-current Reinstall policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment fees. For clarity, Agency will receive prior notice and provide approval for any such fees. These changes include but are not limited to re-positioning, adjusting of the mounting, re-angling, removing foliage, replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock shall have full discretion on decision to reinstall Flock Hardware.

2.8.2 Agency Installation Obligations. Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although Flock Hardware is designed to utilize solar power, certain Designated Locations may require a reliable source of 120V or 240V AC power. In the event adequate solar power is not available, Agency is solely responsible for costs associated with providing a reliable source of 120V or 240V AC power to Flock Hardware. Flock will provide solar options to supply power at each Designated Location. If Agency refuses recommended solar options, Agency waives any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar power. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state, or local taxes including property, license, privilege, sales, use, excise, gross receipts, or other similar taxes which may now or

hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Flock Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Flock Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment, or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency ("**Agency Installation Obligations**"). In the event that a Designated Location for Flock Hardware requires permits, Flock may provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Flock Hardware from the temporary alternate location to the permitted location at no additional cost. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

2.8.3 Flock's Obligations. Installation of Flock Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Following the initial installation of the Flock Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of Flock Hardware for the length of the Term and will receive access to the Footage for a period of seven (7) business days after the initial installation for quality control and provide any necessary maintenance. Labor may be provided by Flock or a third-party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware. Notwithstanding anything to the contrary, Agency understands that Flock will not provide installation services for Falcon Flex products.

2.8.4 Ownership of Hardware. Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Agency default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.9 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

2.10 Support Services. Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or

the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("*Monitoring Services*"). Flock will use commercially reasonable efforts to respond to requests for support. Flock will provide Agency with reasonable technical and on-site support and maintenance services ("*On-Site Services*") in-person or by email at support@flocksafety.com, at no additional cost. Notwithstanding anything to the contrary, Agency is solely responsible for installation of Falcon Flex products. Agency further understands and agrees that Flock will not provide monitoring services or on-site services for Falcon Flex.

2.11 Special Terms. From time to time, Flock may offer certain special terms related to guarantees, service and support which are indicated in the proposal and on the Order Form and will become part of this Agreement, upon Agency's prior written consent ("*Special Terms*"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.12 Upgrades to Platform. Flock may, in its sole discretion, make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its agencies, (b) the competitive strength of, or market for, Flock's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not materially change any terms or conditions within this Agreement.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Agency Obligations. Flock will assist Agency Authorized End Users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone and must protect the security of its account and password. Unless otherwise stated and defined in this Agreement, Agency may not designate Authorized End Users for persons who are not officers, employees, or agents of Agency. Authorized End Users shall only use Agency-issued email addresses for the creation of their User ID. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 Agency Representations and Warranties. Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Although Flock has no obligation

to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA

4.1 Confidentiality. To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the "*Receiving Party*") understands that the other Party (the "*Disclosing Party*") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "*Proprietary Information*" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Flock Hardware or Agency Hardware, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event will a Party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Flock may store deleted Footage in order to comply with certain legal obligations, but such retained Footage will not be retrievable without a valid court order.

4.2 Agency Data. As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to (i) use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.10 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Data as a part of the Aggregated Data, (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring for elected law enforcement Hotlists as well

as provide Footage search access to law enforcement for investigative purposes only, and (iii) and obtain Aggregated Data as set forth below in Section 4.5. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion. Notwithstanding the foregoing, Flock automatically deletes Wing Replay after seven (7) days, during which time Agency may view, save and/or transmit such data to the relevant government agency prior to deletion. Flock does not own and shall not sell Agency Data.

4.3 Agency Generated Data in Wing Suite. Parties understand that Flock does not own any right, title, or interest to third-party video integrated into the Wing Suite. Flock may provide Agency with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Wing Suite, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Agency. Agency shall retain whatever legally cognizable right, title, and interest that Agency has in Agency Generated Data. Agency understands and acknowledges that Flock has no obligation to monitor or enforce Agency's intellectual property rights to Agency Generated Data. To the extent legally permissible, Agency grants Flock a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Generated Data for the sole purpose of providing Flock Services. Flock does not own and shall not sell Agency Generated Data.

4.4 Feedback. If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.5 Aggregated Data. Flock shall have the right to collect, analyze, and anonymize Agency Data and Agency Generated Data to create Aggregated Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right (during and after the Term hereof) to use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts. Parties understand that the aforementioned license is required for continuity of Services. No rights or licenses are granted except as expressly set forth herein. Flock does not sell Aggregated Data.

5. PAYMENT OF FEES

5.1.1 Software Product Fees. For Order Forms listing Wing Suite, Advanced Search and other software-only products, Agency will pay Flock the fees for the Initial Term (as described on the Order Form attached hereto) on or

before the 30th day from the date of invoice. For any Renewal Terms, Agency shall pay invoice on or before the 30th day from the date of renewal invoice.

5.1.2 Hardware Product Fees. For Order Forms listing Falcon, Sparrow, Raven and Falcon Flex products, Agency will pay Flock fifty percent (50%) of the fees for the Initial Term as set forth on the Order Form on or before the 30th day from date of invoice. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of total fees, and Agency shall pay on or before 30th day following date of invoice. Upon completion of installation, Flock will issue an invoice for the remaining balance and Agency shall pay on or before 30th day following date of final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For any Renewal Terms, Agency shall pay the total invoice on or before the 30th day from the date of renewal invoice.

5.2 Notice of Changes to Fees. Flock reserves the right to change the fees or applicable charges and to institute new charges and fees on subsequent terms by providing sixty (60) days' notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email).

5.3 Invoicing, Late Fees; Taxes. Flock may choose to bill through an invoice, in which case, full payment for invoices must be received by Flock thirty (30) days after the receipt of invoice. If Agency is a non-tax-exempt entity, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income. If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

6. TERM AND TERMINATION

6.1 Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form and shall commence at the time outlined in this section below (the "**Term**"). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

- a. For Wing Suite products: the Term shall commence upon execution of this Agreement and continue for one (1) year, after which, the Term may be extended by mutual consent of the Parties, unless terminated by either Party.
- b. For Falcon and Sparrow products: the Term shall commence upon first installation and validation of Flock Hardware.
- c. For Raven products: the Term shall commence upon first installation and validation of Flock Hardware.
- d. For Falcon Flex products: the Term shall commence upon execution of this Agreement.
- e. For Advanced Search products: the Term shall commence upon execution of this Agreement.

6.2 Termination for Convenience. At any time during the agreed upon Term, either Party may terminate this Agreement for convenience. Termination for convenience of the Agreement by the Agency will be effective immediately. Termination for convenience by Agency will result in a one-time removal fee of \$500 per Flock Hardware. Termination for convenience by Flock will not result in any removal fees. Upon termination for convenience, a refund will be provided for Flock Hardware, prorated for any fees for the remaining Term length set forth previously. Wing Suite products and Advanced Search are not subject to refund for early termination. Flock will provide advanced written notice and remove all Flock Hardware at Flock's own convenience, within a commercially reasonable period of time upon termination. Agency's termination of this Agreement for Flock's material breach of this Agreement shall not be considered a termination for convenience for the purposes of this Section 6.2.

6.3 Termination. Notwithstanding the termination provisions in Section 2.5.2, in the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period. Either Party may terminate this Agreement, without notice, (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. Upon termination for Flock's material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

6.4 No-Fee Term. Flock will provide Agency with complimentary access to Hotlist alerts, as further described in Section 4.2 ("*No-Fee Term*"). In the event a Non-Agency End User grants Agency access to Footage and/or notifications from a Non-Agency End User, Agency will have access to Non-Agency End User Footage and/or notifications until deletion, subject to a thirty (30) day retention policy for all products except Wing Replay, which is subject to a seven (7) day retention policy. Flock may, in their sole discretion, provide access or immediately terminate the No-Fee Term. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine to impose a price per No-Fee Term upon thirty (30) days' notice to Agency. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days' notice.

6.5 Survival. The following Sections will survive termination: 2.5, 2.6, 3, 4, 5, 6.4, 7.3, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 9.6.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 Remedy. Upon a malfunction or failure of Flock Hardware or Embedded Software (a "*Defect*"), Agency must notify Flock's technical support as described in Section 2.10 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Flock Hardware provided that such inspection

and test shall occur within a commercially reasonable time, but no longer than seven (7) business days after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Flock Hardware at no additional cost to Agency. Absent a Defect, in the event that Flock Hardware is lost, stolen, or damaged, Agency may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Flock Hardware, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Flock Hardware and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Flock Hardware or Agency Hardware.

7.2 Exclusions. Flock will not provide the remedy described in Section 7.1 if Agency has misused the Flock Hardware, Agency Hardware, or Service in any manner.

7.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

7.5 Insurance. Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock's business risk. Certificates of Insurance can be provided upon request.

7.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-Party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, weather conditions or acts of hackers, internet service providers or any other third Party acts or omissions. Force Majeure includes the novel coronavirus Covid-19 pandemic, and the potential spread of variants, which is ongoing as of the date of the execution of this Agreement.

8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

8.2 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.4 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.4 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complementary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

8.3 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees.

9.

INDEMNIFICATION

Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from an alleged violation of Section 3.1, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Flock Hardware, Agency Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third Party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.1 or this Agreement.

10.

MISCELLANEOUS

10.1. **Compliance With Laws.** The Agency agrees to comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s). In the event Flock is legally compelled to comply with a judicial order, subpoena, or government mandate, to disclose Agency Data or Agency Generated Data, Flock will provide Agency with notice.

10.2. **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

10.3. **Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

10.4. **Entire Agreement.** This Agreement, together with the Order Form(s), the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>), Deployment Plan(s), and any attached addenda are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail.

10.5. **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever. Flock shall at all times be and act as an independent contractor.

10.6. **Governing Law; Venue.** This Agreement shall be governed by the laws of the State in which the Agency is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Agency is

located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

10.7. **Publicity.** Upon prior consent from Agency. Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.8. **Export.** Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.9. **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

10.10. **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

10.11. **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210
ATLANTA, GA 30318
ATTN: LEGAL DEPARTMENT
EMAIL: legal@flocksafety.com

AGENCY NOTICES ADDRESS:

ADDRESS:

ATTN:

EMAIL:

Professional Services and One-Time Purchases

Name	Price/Usage Fee	QTY	Subtotal
Professional Services - Standard Implementation Fee	\$350.00	26.00	\$9,100.00

Hardware and Software Products

Annual recurring amounts over subscription term

Name	Price/Usage Fee	QTY	Subtotal
Falcon	\$2,500.00	26.00	\$65,000.00
Flock Safety Advanced Search	\$3,500.00	1.00	\$3,500.00

Subtotal Year 1:	\$77,600.00
Subscription Term:	24 Months
Annual Recurring Total:	\$68,500.00
Estimated Sales Tax:	\$0.00
Total Contract Amount:	\$146,100.00

I have reviewed and agree to the Customer Implementation Guide on Schedule B at the end of this agreement.

By executing this Order Form, Agency represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Agency: Romulus Police Department

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Automate investigative leads with a camera that sees like a detective

Flock Safety Falcon™ ALPR Camera

The Flock Safety Falcon is an affordable, infrastructure-free ALPR (automatic license plate recognition) camera for law enforcement agencies who want to increase case clearance and eliminate crime with less. Unlike traditional ALPR, the Falcon uses Vehicle Fingerprint™ technology to transform hours of footage into actionable evidence, even when a license plate isn't visible.

Not your average license plate reader

Infrastructure-Free

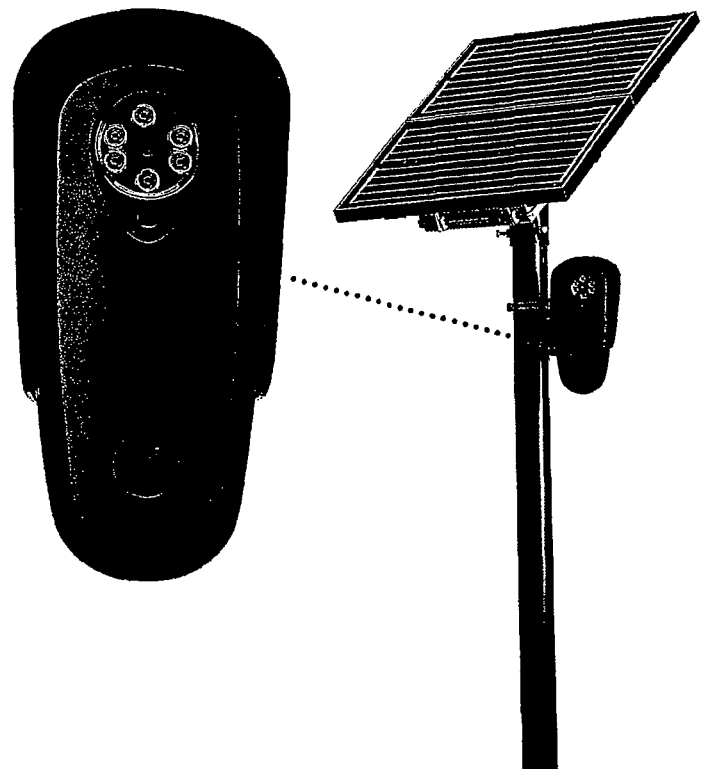
With solar power and LTE connectivity, we can install the Falcon where it makes the most impact on crime in just a few weeks.

Safety-as-a-Service

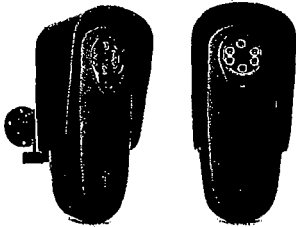
Get software, data, cloud storage, maintenance, and access to a network of 1B+ plate reads/month for one subscription price.

Vehicle Fingerprint Technology

Search footage by vehicle type, make, color, license plate state, missing and covered plates, and other unique features like bumper stickers, decals, and roof racks.



Join 1400+ cities using Flock Safety OS to eliminate crime



Detect

objective evidence
necessary to clear
more cases



Decode

footage with machine
learning to uncover
investigative leads



Deliver

real-time alerts to
dispatch, patrol, and
detectives

Trustworthy technology that drives positive results

130%

More plate
reads than
the
competition

30%

More
accurate
than legacy
ALPR

120

Stolen plate
and vehicle
hits per hour

60%

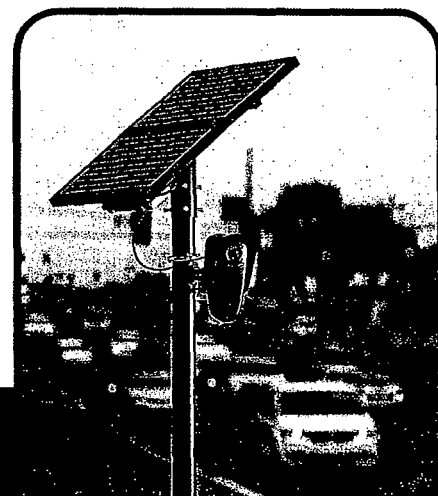
Crime
reduction in
Cobb County,
GA

\$1.1M

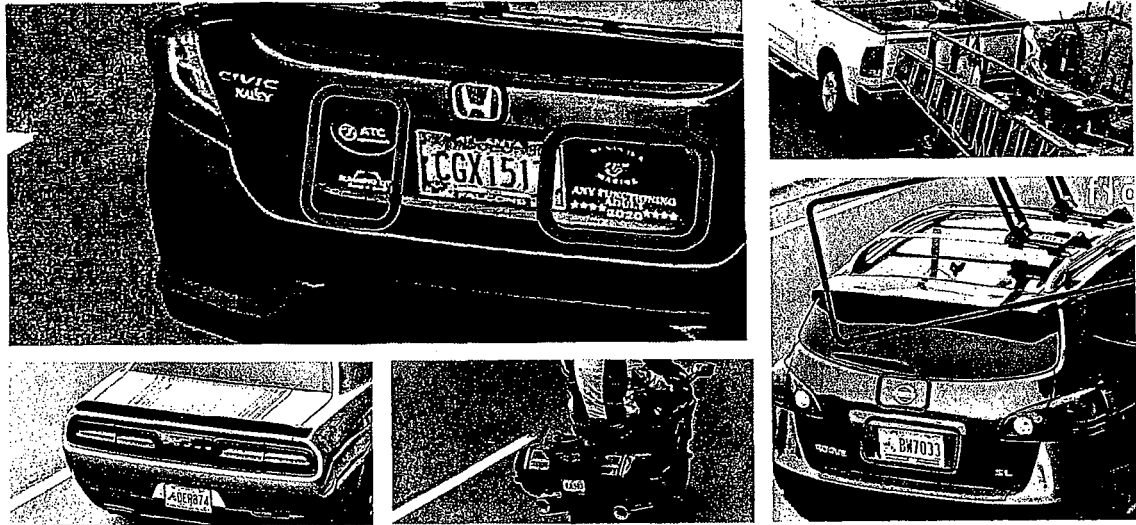
Recovered in
stolen
vehicles in
Wichita, KS

"We are making some pretty
significant arrests almost every
single day."

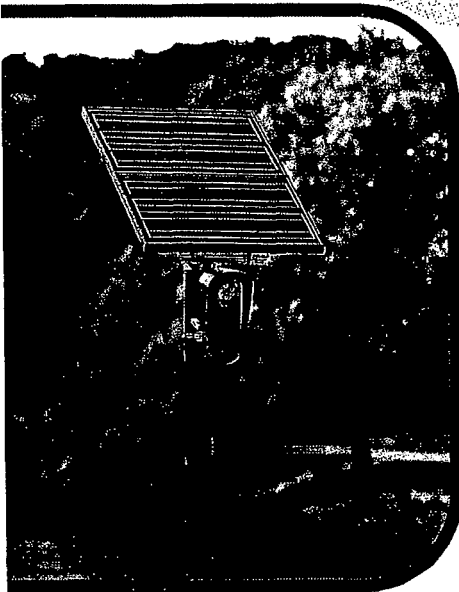
– Lt. Casey Slaughter
Wichita Police Department



Capture objective evidence 24/7 without the overtime pay



Identify body type, make, color, license plate (partial, missing, or covered plates), temporary plates, license plate state, and unique features like decals, bumper stickers, and accessories that create a traceable Vehicle Fingerprint.



Solar Panel

- Voltage: 18-20V
- Weight: 9.6lbs (with hardware)
- Length: 21.25"
- Width: 14"
- Depth: 2"
- Mount: atop pole with bolts

Pole

- DOT breakaway pole: 6', 12' (\$250)
- Material: SCH 40
- Alloy: 6061
- Weight: 32 lbs

Camera

- Length: 8.75"
- Height: 5"
- Width: 2.875"
- Mount: Adjustable band clamps
- Weight: 3lbs
- Footage: Uploads via LTE
- Line of Sight: 15' wide, 75' distance
- Assembly: Flock Safety in Atlanta, GA
- Speed Capture: <100MPH

flock safety

Sole Source Letter for Flock Safety™ ALPR Cameras and Solution

Flock Safety is the sole manufacturer and developer of the Flock Safety ALPR Camera. Flock Safety is also the sole provider of the comprehensive monitoring, processing, and machine vision services which integrate with the Flock Safety ALPR Camera.

The Flock Safety ALPR camera and devices are the only Law Enforcement Grade ALPR System to offer the following combination of proprietary features:

1. Vehicle Fingerprint Technology™:
 - Patented proprietary machine vision to analyze vehicle license plate, state recognition, and vehicle attributes such as color, type, make and objects (roof rack, bumper stickers, etc.) based on image analytics (not car registration data)
 - Machine vision to capture and identify characteristics of vehicles with a paper license plate and vehicles with the absence of a license plate
 - Ability to 'Save Search' based on description of vehicles using our patented Vehicle Fingerprint Technology without the need for a license plate, and set up alerts based on vehicle description
 - Only LPR provider with "Visual Search" which can transform digital images from any source into an investigative lead by finding matching vehicles based on the vehicle attributes in the uploaded photo
 - Falcon Flex™: an infrastructure-free, location-flexible license plate reader camera that is easy to self install. Falcon Flex ties seamlessly into the Flock ecosystem with a small and lightweight camera with the ability to read up to 30,000 license plates and vehicle attributes on a single battery charge
 2. Integrated Cloud-Software & Hardware Platform:
 - Ability to capture two (2+) lanes of traffic simultaneously with a single camera from a vertical mass
 - Best in class ability to capture and process up to 30,000 vehicles per day with a single camera powered exclusively by solar power
 - Wireless deployment of solar powered license plate reading cameras with integrated cellular communication weighing less than 5lbs and able to be powered solely by a solar panel of 60W or less
 - Web based footage retrieval tool with filtering capabilities such as vehicle color, vehicle type, vehicle manufacturer, partial or full license plate, state of license plate, and object detection
 - Utilizes motion capture to start and stop recording without the need for a reflective plate
-

flock safety

- Motion detection allows for unique cases such as bicycle capture, ATV, motorcycle, etc.
 - On device machine processing to limit LTE bandwidth consumption
 - Cloud storage of footage
 - Covert industrial design for minimizing visual pollution
3. Transparency & Ethical Product Design:
- One-of-a-kind "Transparency Portal" public-facing dashboard that details the policies in place by the purchaser, as well as automatically updated metrics from the Flock system
 - Built-in integration with NCMEC to receive AMBER Alerts to find missing children
 - Privacy controls to enable certain vehicles to "opt-out" of being captured
4. Integrated Audio & Gunshot Detection:
- Natively integrated audio detection capabilities utilizing machine learning to recognize audio signatures typical of crimes in progress (e.g., gunshots)
5. Live Video Integration:
- Ability to apply computer vision to third-party cameras using Wing™ LPR, transforming them to evidence capture devices using the same Vehicle Fingerprint technology offered on the Flock Safety Falcon™ ALPR cameras
 - Wing™ Livestream integrates live stream traffic cameras, publicly or privately owned livestream security cameras into one cloud-based situational awareness dashboard to increase response time in mission-critical incidents
 - Manage various government intelligence including ALPR, livestream cameras, CAD, automatic vehicle location (AVL) on Flock Safety's Wing™ Suite
 - Access Wing™ Replay to unlock enhanced situational awareness with 7-day footage retention, Hot List Live Video Instant Replay, and downloadable MP4
6. Partnerships:
- Flock Safety is the only LPR provider to officially partner with AXON to be natively and directly integrated into Evidence.com
 - Flock Safety is the only LPR provider to be fully integrated into a dynamic network of Axon's Fleet 3 mobile ALPR cameras for patrol cars and Flock Safety's Falcon cameras
 - Access to additional cameras purchased by our HOA and private business partners, means an ever-increasing amount of cameras and data at no additional cost
-

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7. Warranty & Service:

- Lifetime maintenance and support included in subscription price
- Flock Safety is the only fully integrated ALPR one-stop solution from production of the camera to delivery and installation
- Performance monitoring software to predict potential failures, obstructions, tilts, and other critical or minor issues

Thank you,



Garrett Langley CEO, Flock Safety

About Flock Safety ALPR

Privacy and Ethics Factsheet

How does Flock Safety keep devices and data secure?

Flock Safety holds itself to the highest level of security. We have implemented the following security policies and features:

- Flock Safety data and footage is encrypted throughout its entire lifecycle. All data is securely stored with AES256 encryption with our cloud provider, Amazon Web Services.
- On-device, data is only stored temporarily for a short time until it is uploaded to the cloud, at which point it is removed automatically from the local device. This means the data is secure from when it is on the Flock Safety device to when it is transferred to the cloud, using a secure connection to Flock Safety servers. While stored in the cloud, all data (both footage and metadata) is fully encrypted at rest.
- Flock Safety defaults to permanently deleting all data after 30 days on a rolling basis, setting a new standard in the industry.

Who has access to data collected by Flock Safety devices?

- Flock Safety's customers own 100% of their data and determine who has access. Flock Safety will never share or sell the data, per our privacy policy.
- With explicit written permission from the customer, Flock Safety does have the ability to grant law enforcement access to specific footage for a short period (24 hours, 48 hours, or however long the customer desires) in the event of an investigation following a crime. Access can only be granted through the approval of the customer.
- Flock Safety has maintenance software in place to measure device performance and image capture quality. This is used to diagnose issues preemptively and schedule service calls in the event of a device malfunction or emergency.

About Flock Safety ALPR

Privacy and Ethics Factsheet

How long does Flock Safety keep data?

- Flock Safety stores footage for only 30 days on a rolling basis by default, after which the footage is automatically hard deleted. The only exception to this is if a democratically-elected governing body or official legislates a different data retention period.

What features do Flock Safety devices have that enable audits and oversight?

- While searching for footage or other evidence on the Flock Safety platform, law enforcement agencies must enter reason codes to verify the legitimacy of the search and create an audit trail.
- Authorized users go through training to properly use our system and communicate with their dispatch teams.
- Flock Safety customers commit not to use the data collected to work with third-party repossession companies, traffic enforcement, revenue collection, unpaid fines, or towing companies. We do not use facial recognition or capture any personally identifiable information such as name, phone number, or address, and we do not work with federal government agencies for immigration enforcement purposes.
- Flock Safety's ALPR Transparency Portal, an optional free feature for all law enforcement customers, is the first public-facing dashboard for law enforcement agencies, city leaders, and local government officials to share policies, usage, and public safety outcomes related to ALPR technology. The ALPR Transparency Portal helps promote transparency and accountability in the use of policing technology in order to build community trust while creating a safer, more equitable society.

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Advanced Search Package

Overview

Upgrade your FlockOS experience to unlock more investigative leads and build stronger cases with less information. The Advanced Search software package includes Convoy Analysis, Multi-Geo Search, and Visual Search.

Advanced Search

Not every investigation starts with a vehicle description or plate number. The Advanced Search package transforms alternative intelligence, like neighborhood security footage, a primary suspect vehicle description, or multiple crime locations, into the critical piece of evidence for solving over 70% of crimes -- a suspect vehicle.

Visual Search

Upload any digital image (i.e. Ring doorbell footage, CCTV stills, or mobile phone pictures) to conduct a vehicle search.

Multi-Geo Search

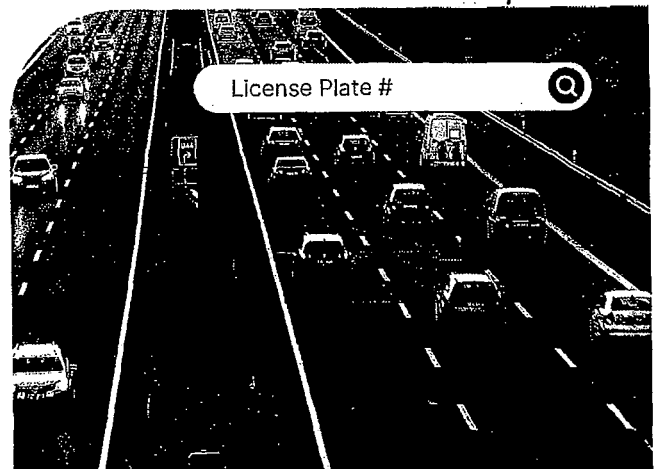
Connect crimes across different locations to a common suspect vehicle to expedite case clearance and prevent repeat offenses.

Convoy Analysis

Identify vehicles frequently traveling together to identify accomplices in organized crimes (i.e. MV theft & drug trafficking).

Package Pricing

Number of ALPR Cameras	Annual Subscription Price
< 25	\$2500
25-49	\$3500
50	\$5000





City of Romulus

Clerk's Report

Ellen L. Craig-Bragg, Clerk

Council Meeting Held:

March 6, 2023

Item No. 6

General Description: _____

Resolution No. _____

Moved by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Seconded by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Ayes: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Nays: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Abstain: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



City of Romulus

Treasurer's Report

Council Meeting Held:

March 6, 2023

Item No. 7.

General Description: _____

Resolution No. _____

Moved by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Seconded by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Ayes: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Nays: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Abstain: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



City of Romulus

Public Comment

Council Meeting Held:

March 6, 2023

Item No. 8.

General Description: _____

Resolution No. _____

Moved by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Seconded by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Ayes: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Nays: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Abstain: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



City of Romulus

Unfinished Business

Council Meeting Held:

March 6, 2023

Item No. 9.

General Description: _____

Resolution No. _____

Moved by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Seconded by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Ayes: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Nays: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Abstain: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



City of Romulus

New Business

Council Meeting Held:
Item No. 10.

March 6, 2023

General Description: _____

Resolution No. _____

Moved by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Seconded by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Ayes: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Nays: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Abstain: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED