

ARTICLE VI. ARCHITECTURAL CONTROL

COMMITTEE/CONSTRUCTION

Section 1. Architectural Control Committee.

1.1 An Architectural Control Committee shall be established by the Developer and shall consist of a person approved by the Developer, until such time as Developer elects not to serve or is unable to serve, then the Schuss Mountain Property Owners Association shall appoint three (3) such members.

1.2 Except as otherwise provided herein, a majority of the members of the Committee shall have the power to act on behalf of the Committee without the necessity of a meeting and without the necessity of consulting the remaining members of the Committee. The Committee may act only by written instrument setting forth the action taken and signed by the members of the Committee consenting to such action.

Section 2. Architectural Control Committee Approval.

2.1 The purpose of the Architectural Control Committee, the approval process and the construction provisions contained in Articles VI and VII is the protection of the physical and economic value of the land and improvements, the preservation of the natural beauty of the environment, and the promotion of the highest standards of land development and architecture.

2.2 Each Co-Owner recognizes that the Developer has a specific and definite concept for all improvements at Vienna Woods and that no changes nor modifications to any improvement or lot shall be undertaken except with strict compliance with the following provisions.

2.3 No lot owner shall remove any trees, modify any terrain, construct, alter, or maintain any improvements on a lot until all of the following have been completed:

(a) The lot owner has submitted to the Committee, for approval by the Committee:

i. A site plan which includes a topographic survey on which buildings, roads, drives, utilities, easements, grading and drainage plans are located, prepared by a licensed surveyor, engineer or architect licensed in the State of Michigan;

ii. Architectural prints detailing floor plans, exterior elevations (all sides), deck and patio plans;

iii. Specifications for materials to be used on the exterior, color schemes, roof coverings, fences, and walls;

iv. An approximate construction schedule;

v. One set of construction blueprints (which set shall be permanently left with the Committee).

(b) All of the submissions in Subparagraph (a) shall have been approved in writing by the Committee.

(c) Approval of the plans and specifications described above may be withheld, not only because of the non-compliance with any of the restrictions and conditions contained herein, but also because of the reasonable dissatisfaction of the Committee as to the location of the structure on the lot, color scheme, finish, design, proportions, shape, height, type or appropriateness of the proposed improvement or alteration, the materials used therein, the kind, shape or type of roof proposed to be placed thereon, or because of its reasonable dissatisfaction with any matters or things which, in the reasonable judgment of the Committee, would render the proposed improvement inharmonious or out of keeping with the objectives of the Developer or the improvements erected in the immediate vicinity of the lot. The Committee shall have the authority to conduct periodic site inspections to insure compliance with previously approved plans and specifications, as well as with construction agreements. The Committee shall submit written notice to a Co-Owner of any and all instances of noncompliance.

(d) The developer's intention is to insure that all designs adhere to the "natural" philosophy of architecture, which calls for the use of natural materials such as wood, stone, brick, etc., integrated into the environment in such a manner as to contribute to the overall beauty and naturalness of the premises and, as so related to the topography, as to be a compatible, coherent part of the existing landscape.

(e) Any building, structure or improvement, including subsequent alterations or modifications, shall be erected or constructed in substantial conformity with the plans, specifications and site plan approved by the Committee.

(f) Before construction of any type can begin upon a lot, an acknowledgement form must be signed by both the property owner and his contractor wherein each acknowledges

that he has read and understands the provisions of the Master Deed and these Condominium Bylaws.

Section 3. Character of Building.

3.1 The Developer recognizes that there can be an infinite number of concepts and ideas for the development of lots consistent with its plan for Vienna Woods. The Developer wishes to encourage the formulation of new or innovative concepts and ideas. Nevertheless, for the protection of all lot owners, and for the preservation of the Developer's concept for the development of the project, the Developer wishes to make certain that any development of a lot will be consistent with its plan for Vienna Woods, including the following:

(a) No building shall be erected on any lot except a single, private dwelling to be occupied by not more than one (1) family, for residential purposes only, with an attached or detached two-car garage (detached garages are not considered outbuildings).

(b) Each single-story dwelling constructed on a lot shall be of a permanent year-round type and have a minimum of 1,200 square feet of finished living area. In computing the main or ground floor area of a multi-level dwelling, all finished living areas located entirely above grade level shall be included in such computation; provided, however, that if any of the levels overlap each other, the square footage of only one such portion of overlapping areas shall be included in making the computation. A one and one-half or two-story dwelling shall have not less than 1,500 square feet of finished living area. Living area shall not include any garage, basement, porch, breezeway or entranceway, but may include any finished living area which is above such porch, breezeway or garage.

(c) All buildings shall be limited to thirty-five (35) feet in height above the mean ground level of the building foundation area; however, lower profile structures are encouraged.

(d) All exteriors will be of stone, brick, or natural wood, with redwood, cedar or logs preferred. The exterior wood siding may be vertical, horizontal, board and bat, rough sawed, reversed board and bat, or such other textures that may be approved by the Committee. Colors will be natural hue wood stains. Certain stains, fieldstone and stucco finishes will be permitted for outside chimneys, fireplaces and accents.

(e) Mobile homes and modular type homes shall not be permitted.

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(f) Windows, all window frames, casings, sills and lintels will be of wood, vinyl or aluminum clad (painted).

(g) All construction materials shall satisfy all applicable building code requirements.

(h) All roofing will be of high quality roofing materials approved by the Committee.

(i) All garages must be architecturally related to the dwelling and constructed only of materials permitted for the construction of residences.

Section 4. Construction.

4.1 All structures and improvements shall comply with the minimum setback requirements of Custer Township, if any. In the absence of such setbacks, then the following shall apply:

<u>Units 8, 9, 10 & 11</u>		<u>All Other Units</u>	
Front	30'	Front	40'
Rear	30'	Rear	40'
Sides	15'	Sides	15'

4.2 Commonly owned adjacent lots may be joined together to form one building site. However, no individual lot may be divided for the creation of additional building sites.

4.3 All stumps, trees and brush, cut or cleared to provide for dwelling and/or driveway construction, must be removed from the project premises, except timber cut and saved for fireplace firewood, which firewood shall not be stored within the fifteen (15) foot side-lot setback.

4.4 The exterior of any improvement shall not remain incomplete for a period of longer than six (6) months from the date upon which the construction of the improvement was commenced without prior approval of the Committee, and all construction shall be pursued diligently to completion. No dwelling may be occupied until an occupancy permit has been received for that dwelling. Construction of a dwelling shall be commenced only prior to or together with the construction of the attached or detached garage or any one outbuilding.

4.5 All land cuts caused by driveway installation or home construction must be stabilized. The location, manner and material used for stabilization must be approved in advance by the Architectural Control Committee.

4.6 Each owner shall be responsible for any damage to a common area or improvements which occurs as a result of

5.5 All improvements shall be located so as to comply with the setback restrictions as described in Section 4 of this Article VI and shall comply with all applicable zoning and building codes and/or ordinances.

5.6 The Committee reserves the right of final approval of the placement or orientation of the structure on the lot. The location of all improvements on each lot must be staked and approved by the Committee before construction commences.

5.7 The location of all improvements shall be designed and located so as to be compatible with the natural surroundings and with the other lots.

5.8 Any and all landscaping necessary to restore the lot to its preconstruction status must be completed within one (1) year after the date of receipt of a Certificate of Occupancy for a dwelling.

Section 6. Miscellaneous.

6.1 No perimeter fencing will be permitted to be installed on any lot although wooden decorative, protective and screen fencing may be allowed with the approval of the Committee. Before any such fencing may be installed, the design, texture and color must first be submitted and approved for installation by the Committee. No chain link fences will be permitted on any lot for any purpose or reason.

6.2 All garbage and refuse and tree and lawn cuttings shall be promptly disposed of so that it will not be objectionable to neighboring property owners of Vienna Woods. No outside storage for refuse or garbage shall be maintained or used unless the same shall be properly concealed.

6.3 No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be kept only in sanitary containers, which shall be kept out of view of the roadways, and no trash, rubbish or garbage shall be burned outside. Garbage containers shall be wildlife proof and shall not be left at the road for more than 24 hours in any one week.

6.4 Carports are specifically prohibited.

6.5 Any exposed concrete block wall which exceeds 18 inches in height above finished grade must be covered with an exterior finish material approved by the Committee.

6.6 All utilities, including telephone and electric shall be underground from the private ways to all structures. Overhead utility service is not permitted in any lot.

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6.7 Since the project will be serviced with propane gas tanks, all tanks must be screened by a structure approved by the Committee.

6.8 Below grade swimming pools, hot tubs and whirlpools located upon decks of the structures will be permitted subject to prior Committee written approval. All swimming pools, hot tubs and whirlpools must be constructed so that they drain in a manner approved by the Board. Each lot owner shall be solely responsible to insure limited access to any pool, hot tub or whirlpool and shall be solely responsible for constructing or installing all necessary (or required) safety measures.

6.9 The Committee shall have the right to waive or vary any of the restrictions contained herein in such cases as the Committee, in its sole judgment, shall deem to be in the best interest of those owning property in Vienna Woods.

6.10 If at any time a lot owner shall have submitted to the Committee complete plans and specifications in accordance with the provisions of Section 3.3 herein for a structure or alteration, and the Committee has neither approved such plans and specifications within thirty (30) days from the date of submission nor notified the lot owner of its objection within such thirty (30) day period, then such plans and specifications shall be deemed to have been approved by the Committee. In the event that a lot owner shall file revised plans and specifications for a structure or alteration with the Committee after receiving objections from the Committee with respect to the original plans and specifications and the Committee has neither approved them nor notified the lot owner of further objections within thirty (30) days from the date of the revised submission, then such revised plans and specifications shall be deemed to have been approved by the Committee.

ARTICLE VII.

RESTRICTIONS

Section 1. No lot 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 the use of single family residences and not more than one (1) single family dwelling and approved garages on each lot. No time sharing or similar interval ownership is permissible.

Section 2. No immoral, improper, unlawful or offensive activity shall be carried out or on any lot or upon the common elements, limited or general, nor shall anything be done which is or becomes an annoyance or a nuisance to the Co-Owners of the Condominium, nor shall any unreasonably noisy activity be carried out on any lot or on the common elements. No Co-Owner shall do or permit anything to be done or keep or permit to be kept on his lot

Section 8. With the consent of the Committee, reasonable regulations consistent with the Act, the Master Deed and these Bylaws, concerning the use of the common elements may be made and amended from time to time by any Board of Directors of the Association, including the First Board of Directors (or its successors elected by the Developer) prior to the First Annual Meeting of the entire Association held as provided in Article I, Section 8, of these Bylaws. Copies of all such regulations and amendments thereto shall be furnished to all Co-Owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each Co-Owner. With the consent of the Committee, any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty (50%) percent of all Co-Owners in number and in value except that the Co-Owners may not revoke any regulation or amendment prior to said First Annual Meeting of the entire Association.

Section 9. The Association or its duly authorized agents shall have access to each lot (but not the residence constructed thereon) 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 lot 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 lot. It shall be the responsibility of each Co-Owner to provide the Association means of access to his lot 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 lot 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 10. Each Co-Owner shall maintain his lot 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 elements in any lot which are appurtenant to or which may affect any other lot. Each Co-Owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the common elements by him, or his family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association in which case there shall be no such responsibility (unless reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Co-Owner shall bear the expense to the

extent of the deductible amount). 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 11. None of the restrictions contained in this Article VII shall apply to the commercial activities or signs, if any, of the Developer or its agents during the development and sales period as defined hereinafter, or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation and Bylaws as the same may be amended from time to time. For the purposes of this Section, the development and sales period shall be deemed to continue so long as Developer owns any lot which it offers for sale. Until all lots in the entire Condominium Project are sold by Developer, Developer shall have the right to maintain a sales office, a business office, a construction office, storage areas, reasonable parking incident to the foregoing and such access to, from and over the project as may be reasonable to enable development and sale of the entire project by Developer. Developer shall restore the areas so utilized to habitable status upon termination of use.

Section 12. No laundry shall be hung for drying in such a way as to be visible from the street on which the dwelling fronts and/or sides.

Section 13. No radio, television, satellite dishes, or other communication antennas of any type will be installed on any dwelling nor outside of such structure unless approved by the Committee in writing.

Section 14. No outdoor property night lights of any kind shall be permitted to cast its rays beyond any of the boundary lot lines of the lot in which it is installed or maintained; mercury vapor/sodium vapor lights are prohibited.

Section 15. Each lot owner shall minimize the risk of environmental contamination or hazards to his lot or any common element.

(a) No noxious or offensive activity or burning of any materials or substances, other than the use of barbecues, shall be allowed on the premises except as required as part of the construction of roads, utilities, etc.

(b) No person shall use their lot or any common element as a dump or landfill or as a facility for waste treatment, storage or disposal except as may otherwise be permitted by the County Health Department.

(c) No person shall cause or permit the release or disposal of any petroleum products or hazardous substance on his lot.

(d) No person will conduct any operations or activity on the property in violation of any federal, state or local environmental law.

(e) Each lot owner shall not permit any condition to exist on his lot in violation of any federal, state or local environmental law.

(f) Each lot owner shall immediately notify all appropriate governmental agencies of any release or threatened release of hazardous substances or petroleum products on his lot or any common element of the project.

(g) Each lot owner shall immediately notify the Developer of any communication from any governmental agency regarding any release or threatened release of hazardous substances or petroleum products on or relating to his lot or any common element and upon request of the Developer, each lot owner shall provide the Developer with copies of all documents relating to such communications.

ARTICLE VIII.

MORTGAGES

Section 1. Any Co-Owner who mortgages his unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information 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 sixty (60) days.

Section 2. The 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. Upon request submitted to the Association, any institutional holder of a first mortgage lien on any unit on 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.