

Section 20. Wetlands Preservation; Fertilizer Use. No fertilizers, herbicides or pesticides may be used by Co-Owners on the Units or Common Elements of the Condominium Project which may, in the estimation of the Association acting through its Board of Directors, damage the wetlands which may be located in or bordering on the Condominium Project and the lands within it. The Association may ban the use of fertilizers, herbicides, and pesticides which, in the Association's reasonable estimation, might damage the wetlands located in or bordering on the Condominium Project.

Section 21. **NO WARRANTY ON EXISTING TREES AND VEGETATION.** The Developer makes no warranty, express or implied, with respect to any native trees or vegetation within the Project. Also, vegetation and trees native to the site are being delivered to the Co-owners in an "as is" and "where is" condition. The Developer shall have no responsibility or liability to any Co-owner, the Association, or any of their successors or assigns with respect to any native trees or native vegetation within the Project which dies or suffers damage during the Development and Sales Period. The cost of removal and replacement (if desirable or necessary) shall be: (a) the responsibility of the Co-owner if the tree or vegetation is within a Unit or a Limited Common Elements or (b) the responsibility of the Association if it is located on a General Common Element. THE DEVELOPER SHALL NOT BE RESPONSIBLE FOR THE DEATH, DAMAGE TO OR THE DESTRUCTION OF ANY TREE, SHRUB OR PLANT GROWTH WHICH IS NATIVE TO THE CONDOMINIUM PROJECT SITE DUE TO THE DEVELOPER'S ACTIVITIES RELATED TO THE CONSTRUCTION AND DEVELOPMENT OF THE PROJECT. THE DEVELOPER MAKES NO WARRANTIES WITH RESPECT TO EXISTING TREES, SHRUBS AND PLANT GROWTH.

Section 22. Fences. Any fence approved by the Association and installed by a Co-Owner must be made of aluminum or wrought-iron. Wooden fences are prohibited. All fences are prohibited unless: (a) required by city ordinance to enclose swimming pool; or (b) part of common element landscaping. All pool fences must be aluminum or wrought iron

Section 23. No Access to Livernois by Certain Units. Units 1, 2, 3, 36, 37 and 38 shall not have direct access to Livernois Road. All access to those Units shall be only by roads in the Project.

Section 24. Sidewalk Waiver; Unit 42. The City of Rochester Hills may grant a waiver from the sidewalk requirement on Shortridge Avenue for Unit 42. However, if a waiver is granted, the City of Rochester Hills will require that if sidewalks are later installed or mandated for Unit 42, the cost of installation of that sidewalk shall be borne by the Co-Owner of Unit 42, as its sole cost and expense.

ARTICLE VII

MORTGAGES

Section 1. Notice to Association. 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 60 days.

Section 2. Insurance. 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. Notification of Meetings. Upon request submitted to the 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.