



ASSIGNMENT AND ASSUMPTION OF ARCHITECTURAL CONTROLS

This Assignment and Assumption of Architectural Controls (this "Assignment") is entered into as of the 24th day of March 2026, between **DG Lottivue No. 1, LLC, a Michigan limited liability company**, whose address is 30115 Harper Avenue, St. Clair Shores, Michigan 48082 ("Assignor") and **Lottivue Meadows Condominium Association, a Michigan non-profit corporation**, whose address is PO Box 894, New Baltimore, Michigan 48047 (the "Association").

RECITALS:

A. Assignor, as the Developer, established **Lottivue Meadows** as a residential site condominium project under the provisions of the Michigan Condominium Act (Act 59 of the Public Acts of 1978, as amended) by the recording of a Master Deed dated November 20, 2017, and recorded on November 21, 2017 in Liber 25070, Page 753, as amended, Macomb County Records, **Macomb County Condominium Subdivision Plan #1153** (the "Master Deed"), with respect to the property described on Exhibit A attached hereto and made a part hereof.

B. Pursuant to Article VI, Section 6.31 of the Bylaws, attached as Exhibit A to the Master Deed, Assignor is to assign all of the Developer's rights, duties and obligations granted or reserved to the Developer in Article VI, Section 6.31 of the Bylaws with regard to architectural controls within the Project, in the form of an assignment.

C. Assignor now desires to assign to the Association all of its rights, duties, and obligations of the Developer set forth in Article VI, Section 6.31 of the Bylaws with regard to architectural controls within the Project, and the Association desires to assume all of Assignor's rights, duties and obligations of the Developer with regard to architectural controls within the Project, in accordance with the terms of this Assignment.

THEREFORE, for One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **Assignment.** Assignor assigns to the Association all of its rights, duties, and obligations as the Developer that are set forth in Article VI of the Bylaws, including but not limited to those in Article VI, Section 6.31 of the Bylaws with regard to architectural controls within the Project (collectively, the "Architectural Controls").

2. **Assumption.** Assignee accepts the foregoing Assignment of the Architectural Controls and agrees to perform said rights, duties, and obligations set forth in Article VI, including but not limited to those set forth in Article VI, Section 6.31 of the Bylaws, with regard to architectural controls within

the Project, from and after the date hereof, provided, however, nothing herein shall be construed as making the Association or its successors or assigns liable for any acts, omissions, representations, contracts or other obligations of Assignor that accrued prior to the date hereof. In addition, nothing herein shall be construed as making Assignor liable for any acts, omissions, representations, contracts or other obligations of the Association that accrue from and after the date hereof.

3. **Representations and Warranties.** Assignor represents and warrants that Assignor has not previously assigned, mortgaged, hypothecated or otherwise encumbered Assignor's right, title and interest Assignor has in and to the Architectural Controls.

4. **Counterparts.** This Assignment may be executed in any number of counterparts, each of which may be executed by any one or more of the parties hereto, but all of which shall constitute one and the same instrument and shall be binding and effective when all parties hereto have executed at least one counterpart.

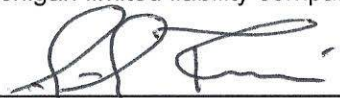
5. **Recitals.** The Recitals hereto are incorporated herein by this reference.

6. **Binding Effect.** The terms and provisions of this Assignment shall be binding upon and inure to the benefit of the respective parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date and year first above written.

"ASSIGNOR"

DG Lottivue No. 1, LLC,
a Michigan limited liability company

By: 

Anthony Fanelli

Its: Authorized Agent

"ASSIGNEE"

Lottivue Meadows Condominium Association,
a Michigan non-profit corporation

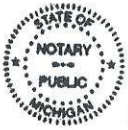
By: 

Kevin M. Hustek


Its: President

STATE OF MICHIGAN)
) ss.
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this 24th day of March 2026, by Anthony Fanelli, Authorized Agent of DG Lottivue No. 1, LLC, a Michigan limited liability company, on behalf of said company.




DAVID A GOLDBERG
My Commission Expires
February 1, 2029
County of Oakland
Acting in the County of DeKalb


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

STATE OF MICHIGAN)
) ss.
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this 24th day of March 2026, by Kevin M. Hustek, the President of Lottivue Meadows Condominium Association, Inc., a Michigan non-profit corporation, on behalf of said corporation.


_____, Notary Public
MACOMB County, Michigan
My commission expires: 03-26-2028
Acting in MACOMB County

Drafted by and when recorded return to:
David A. Goldberg, Esq.
Law Office of David A. Goldberg, P.C.
PO Box 250156
Franklin, MI 48025
(248) 496-5858



EXHIBIT A

Land situated in the Township of Chesterfield, Macomb County, Michigan, to wit:

Units 1 through 54, inclusive, Lottivue Meadows, according to the Master Deed thereof recorded in Liber 25070, Page 753, as amended, Macomb County Records, Macomb County Condominium Subdivision Plan No. 1153.

Unit 1	09-23-352-001	Unit 28	09-23-352-028
Unit 2	09-23-352-002	Unit 29	09-23-352-029
Unit 3	09-23-352-003	Unit 30	09-23-352-030
Unit 4	09-23-352-004	Unit 31	09-23-352-031
Unit 5	09-23-352-005	Unit 32	09-23-352-032
Unit 6	09-23-352-006	Unit 33	09-23-352-033
Unit 7	09-23-352-007	Unit 34	09-23-352-034
Unit 8	09-23-352-008	Unit 35	09-23-352-035
Unit 9	09-23-352-009	Unit 36	09-23-352-036
Unit 10	09-23-352-010	Unit 37	09-23-352-037
Unit 11	09-23-352-011	Unit 38	09-23-352-038
Unit 12	09-23-352-012	Unit 39	09-23-352-039
Unit 13	09-23-352-013	Unit 40	09-23-352-040
Unit 14	09-23-352-014	Unit 41	09-23-352-041
Unit 15	09-23-352-015	Unit 42	09-23-352-042
Unit 16	09-23-352-016	Unit 43	09-23-352-043
Unit 17	09-23-352-017	Unit 44	09-23-352-044
Unit 18	09-23-352-018	Unit 45	09-23-352-045
Unit 19	09-23-352-019	Unit 46	09-23-352-046
Unit 20	09-23-352-020	Unit 47	09-23-352-047
Unit 21	09-23-352-021	Unit 48	09-23-352-048
Unit 22	09-23-352-022	Unit 49	09-23-352-049
Unit 23	09-23-352-023	Unit 50	09-23-352-050
Unit 24	09-23-352-024	Unit 51	09-23-352-051
Unit 25	09-23-352-025	Unit 52	09-23-352-052
Unit 26	09-23-352-026	Unit 53	09-23-352-053
Unit 27	09-23-352-027	Unit 54	09-23-352-054