

\$297.00 DEED  
Receipt #122225

RECORDED

BERNARD J. YOUNGBLOOD, REGISTER OF DEED  
WAYNE COUNTY, MI

Li-44009 Fa-129  
206051564 2/09/2006 09:00AM  
Bernard J. Youngblood  
Wayne Co. Register of Deeds

\$6.00 REMONUMENTATION

\$1.00 COPY 660

**MASTER DEED  
PRESERVES AT BRADBURY PARK CONDOMINIUM**

This Master Deed is made and executed on this 2nd day of February, 2006, by The Preserves at Bradbury Park LLC, a Michigan limited liability company, whose address is 42822 Garfield Road, Clinton Township, Michigan 48038 ("Developer"), 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 together with 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 Act.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Preserves at Bradbury Park Condominium as a Condominium Project under the Act and does declare that Preserves at Bradbury Park Condominium (hereinafter referred to as the "Condominium", Project" or the "Condominium Project") 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 and Exhibits A and B hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, their grantees, successors, heirs, personal representatives and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

EXAMINED AND APPROVED  
DATE FEB 09 2006  
BY SSK  
NORMAN C. DUPOUE  
PLAT ENGINEER

This is to certify that there are no tax liens or titles on this property and that taxes are paid for FIVE YEARS previous to date of this instrument EXCEPT not examined  
No. 3331 Ronald Youngblood Date 2-9-06  
WAYNE COUNTY TREASURER Clerk C. Young

02-09-2006 44015550 DEED'S 40.00

*mdc 97p 297 GR (A) BC*

## ARTICLE I

### TITLE AND NATURE

The Condominium Project shall be known as Preserves at Bradbury Park Condominium, Wayne County Condominium Subdivision Plan No. 897. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions, area and volume of each Unit therein, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element or 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 as are designated by the Master Deed.

## ARTICLE II

### LEGAL DESCRIPTION

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

PART OF LOTS 10, 11, 12, 13, 14, 15 AND 16 OF CHAPMAN FARMS SUB. NO. 1 AS RECORDED IN LIBER 68 OF PLATS, PAGE 38 WAYNE COUNTY RECORDS, PART OF THE WEST HALF OF SECTION 4 AND PART OF THE EAST HALF OF SECTION 5, TOWN 5 SOUTH, RANGE 10 EAST, CITY OF FLAT ROCK, WAYNE COUNTY, MICHIGAN, BEING DESCRIBED AS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 4; THENCE SOUTH 89 DEGREES 34 MINUTES 47 SECONDS EAST 250.66 FEET ALONG THE NORTH LINE OF SECTION 4 TO THE SOUTHWEST CORNER OF SECTION 3, TOWN 4 SOUTH, RANGE 10 EAST; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 33.03 FEET ALONG THE NORTH LINE OF SECTION 4; THENCE SOUTH 00 DEGREES 23 MINUTES 50 SECONDS WEST 60.00 FEET TO SOUTH LINE OF GIBRALTER ROAD (120.00 FEET WIDE) AND THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 58 MINUTES 54 SECONDS EAST 25.94 FEET ALONG THE SOUTH LINE OF GIBRALTER ROAD TO THE NORTHEAST CORNER OF LOT 16 OF CHAPMAN FARMS SUBDIVISION NO. 1, AS RECORDED IN LIBER 68 OF PLATS, PAGE 38, WAYNE COUNTY RECORDS; THENCE SOUTH 00 DEGREES 40 MINUTES 29 SECONDS WEST 583.04 FEET ALONG THE EAST LINE OF LOT 16 OF CHAPMAN FARMS SUBDIVISION NO. 1; THENCE SOUTH 89 DEGREES 58 MINUTES 54 SECONDS EAST 249.99 FEET TO THE WEST LINE OF LOT 13 OF CHAPMAN FARMS SUBDIVISION NO. 1; THENCE NORTH 00 DEGREES 40 MINUTES 26 SECONDS EAST 333.02 FEET ALONG THE WEST LINE OF LOT 13 OF CHAPMAN

FARMS SUBDIVISION NO. 1; THENCE SOUTH 89 DEGREES 58 MINUTES 54 SECONDS EAST 180.33 FEET; THENCE NORTH 00 DEGREES 40 MINUTES 25 SECONDS EAST 6.65 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 529.63 FEET TO THE EAST LINE OF LOT 10 OF CHAPMAN FARMS SUBDIVISION NO. 1 AND THE WEST LINE OF PEBBLE BROOK SUBDIVISION AS RECORDED IN LIBER 95 OF PLATS, PAGES 49-51, WAYNE COUNTY RECORDS; THENCE ALONG THE WEST SIDE OF PEBBLE BROOK SUBDIVISION THE FOLLOWING THREE (3) COURSES: SOUTH 00 DEGREES 40 MINUTES 20 SECONDS WEST 934.14 FEET, SOUTH 89 DEGREES 20 MINUTES 50 SECONDS EAST 30.82 FEET AND SOUTH 00 DEGREES 09 MINUTES 33 SECONDS WEST 309.14 FEET TO THE NORTH LINE OF TODD AVENUE AS PLATTED; THENCE NORTH 89 DEGREES 25 MINUTES 50 SECONDS WEST 129.30 FEET; THENCE NORTHERLY ALONG A NON-TANGENT CURVE CONCAVE TO THE WEST HAVING A CENTRAL ANGLE OF 18 DEGREES 22 MINUTES 34 SECONDS, A RADIUS OF 560.00 FEET, AN ARC DISTANCE OF 179.61 FEET AND WHOSE CHORD IS NORTH 13 DEGREES 06 MINUTES 38 SECONDS WEST 178.84 FEET; THENCE NORTH 22 DEGREES 17 MINUTES 55 SECONDS WEST 232.82 FEET; THENCE NORTHWESTERLY ALONG A TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A CENTRAL ANGLE OF 4 DEGREES 48 MINUTES 58 SECONDS, A RADIUS OF 560.00 FEET, AN ARC DISTANCE OF 47.07 FEET AND WHOSE CHORD IS NORTH 24 DEGREES 42 MINUTES 24 SECONDS WEST 47.06 FEET; THENCE NORTHEASTERLY ALONG A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A CENTRAL ANGLE OF 57 DEGREES 12 MINUTES 04 SECONDS, A RADIUS OF 260.00 FEET, AN ARC DISTANCE OF 259.57 FEET AND WHOSE CHORD IS NORTH 29 DEGREES 17 MINUTES 23 SECONDS EAST 248.92 FEET; THENCE NORTH 00 DEGREES 41 MINUTES 21 SECONDS EAST 235.16 FEET; THENCE ALONG A TANGENT CURVE CONCAVE TO THE SOUTH HAVING A CENTRAL ANGLE OF 180 DEGREES 00 MINUTES 00 SECONDS, A RADIUS OF 225.00 FEET, AN ARC DISTANCE OF 706.86 FEET AND WHOSE CHORD IS NORTH 89 DEGREES 18 MINUTES 39 SECONDS WEST 450.00 FEET; THENCE SOUTH 00 DEGREES 41 MINUTES 21 SECONDS WEST 97.74 FEET; THENCE SOUTHERLY ALONG A TANGENT CURVE CONCAVE TO THE WEST HAVING A CENTRAL ANGLE OF 18 DEGREES 33 MINUTES 03 SECONDS, A RADIUS OF 200.00 FEET, AN ARC DISTANCE OF 64.75 FEET AND WHOSE CHORD IS SOUTH 09 DEGREES 57 MINUTES 52 SECONDS WEST 64.47 FEET; THENCE SOUTH 19 DEGREES 14 MINUTES 24 SECONDS WEST 14.63 FEET; THENCE WESTERLY ALONG A NON-TANGENT CURVE CONCAVE TO THE SOUTH HAVING A CENTRAL ANGLE OF 15 DEGREES 46 MINUTES 18 SECONDS, A RADIUS OF 560.00 FEET, AN ARC DISTANCE OF 154.15 FEET AND WHOSE CHORD IS NORTH 81 DEGREES 43 MINUTES 00 SECONDS WEST 153.66 FEET; THENCE NORTH 89 DEGREES 36 MINUTES 10 SECONDS WEST 234.76 FEET; THENCE NORTH 00 DEGREES 23 MINUTES 50 SECONDS EAST 747.09 FEET TO THE POINT OF BEGINNING.

ALSO, COMMENCING AT THE NORTHWEST CORNER OF SECTION 4; THENCE SOUTH 00 DEGREES 39 MINUTES 33 SECONDS WEST 844.10 FEET ALONG THE WEST LINE OF SECTION 4; THENCE SOUTH 89 DEGREES 20 MINUTES 27 SECONDS EAST 731.32 FEET

TO THE POINT OF BEGINNING; THENCE NORTH 19 DEGREES 14 MINUTES 24 SECONDS EAST 14.63 FEET; THENCE NORTHERLY ALONG A TANGENT CURVE CONCAVE TO THE WEST HAVING A CENTRAL ANGLE OF 18 DEGREES 33 MINUTES 03 SECONDS, A RADIUS OF 260.00 FEET, AN ARC DISTANCE OF 84.18 FEET AND WHOSE CHORD IS NORTH 09 DEGREES 57 MINUTES 52 SECONDS EAST 83.81 FEET; THENCE NORTH 00 DEGREES 41 MINUTES 21 SECONDS EAST 97.74 FEET; THENCE ALONG A TANGENT CURVE CONCAVE TO THE SOUTH HAVING A CENTRAL ANGLE OF 180 DEGREES 00 MINUTES 00 SECONDS, A RADIUS OF 165.00 FEET, AN ARC DISTANCE OF 518.36 FEET AND WHOSE CHORD IS SOUTH 89 DEGREES 18 MINUTES 39 SECONDS EAST 330.00 FEET; THENCE SOUTH 00 DEGREES 41 MINUTES 21 SECONDS WEST 235.16 FEET; THENCE SOUTHWESTERLY ALONG A TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A CENTRAL ANGLE OF 56 DEGREES 37 MINUTES 28 SECONDS, A RADIUS OF 200.00 FEET, AN ARC DISTANCE OF 197.66 FEET AND WHOSE CHORD IS SOUTH 29 DEGREES 00 MINUTES 05 SECONDS WEST 189.71 FEET; THENCE NORTHWESTERLY ALONG A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A CENTRAL ANGLE OF 34 DEGREES 25 MINUTES 42 SECONDS, A RADIUS OF 560.00 FEET, AN ARC DISTANCE OF 336.50 FEET AND WHOSE CHORD IS NORTH 50 DEGREES 28 MINUTES 30 SECONDS WEST 331.46 FEET TO THE POINT OF BEGINNING. ALSO, COMMENCING AT THE NORTHWEST CORNER OF SECTION 4; THENCE SOUTH 00 DEGREES 39 MINUTES 33 SECONDS WEST 865.66 FEET ALONG THE WEST LINE OF SECTION 4; THENCE SOUTH 89 DEGREES 20 MINUTES 27 SECONDS EAST 287.66 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 36 MINUTES 10 SECONDS EAST 234.76 FEET; THENCE SOUTHEASTERLY ALONG A TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A CENTRAL ANGLE OF 67 DEGREES 18 MINUTES 15 SECONDS, A RADIUS OF 500.00 FEET, AN ARC DISTANCE OF 587.34 FEET AND WHOSE CHORD IS SOUTH 55 DEGREES 57 MINUTES 02 SECONDS EAST 554.15 FEET; THENCE SOUTH 22 DEGREES 17 MINUTES 55 SECONDS EAST 232.82 FEET; THENCE SOUTHERLY ALONG A TANGENT CURVE CONCAVE TO THE WEST HAVING A CENTRAL ANGLE OF 17 DEGREES 56 MINUTES 21 SECONDS, A RADIUS OF 500.00 FEET, AN ARC DISTANCE OF 156.55 FEET AND WHOSE CHORD IS SOUTH 13 DEGREES 19 MINUTES 44 SECONDS EAST 155.91 FEET; THENCE WESTERLY ALONG A NON-TANGENT CURVE CONCAVE TO THE SOUTH HAVING A CENTRAL ANGLE OF 18 DEGREES 04 MINUTES 15 SECONDS, A RADIUS OF 630.00 FEET, AN ARC DISTANCE OF 198.70 FEET AND WHOSE CHORD IS SOUTH 78 DEGREES 28 MINUTES 29 SECONDS WEST 197.88 FEET; THENCE SOUTH 69 DEGREES 26 MINUTES 21 SECONDS WEST 4.46 FEET; THENCE NORTH 24 DEGREES 49 MINUTES 48 SECONDS WEST 40.71 FEET; THENCE NORTHERLY ALONG A NON-TANGENT CURVE CONCAVE TO THE EAST HAVING A CENTRAL ANGLE OF 36 DEGREES 22 MINUTES 58 SECONDS, A RADIUS OF 195.00 FEET, AN ARC DISTANCE OF 123.82 FEET AND WHOSE CHORD IS NORTH 08 DEGREES 21 MINUTES 51 SECONDS WEST 121.75 FEET; THENCE NORTHERLY ALONG A TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A CENTRAL ANGLE OF 130 DEGREES 37 MINUTES 03 SECONDS, A RADIUS OF 364.00 FEET, AN ARC DISTANCE OF 829.81 FEET AND WHOSE CHORD IS NORTH 55 DEGREES 28 MINUTES 53 SECONDS WEST 661.44 FEET; THENCE

NORTHWESTERLY ALONG A NON-TANGENT CURVE CONCAVE TO THE EAST HAVING A CENTRAL ANGLE OF 25 DEGREES 49 MINUTES 08 SECONDS, A RADIUS OF 417.00 FEET, AN ARC DISTANCE OF 187.91 FEET AND WHOSE CHORD IS NORTH 12 DEGREES 30 MINUTES 43 SECONDS WEST 186.32 FEET; THENCE NORTH 00 DEGREES 23 MINUTES 50 SECONDS EAST 5.99 FEET TO THE POINT OF BEGINNING.

ALSO, COMMENCING AT THE NORTHWEST CORNER OF SECTION 4; THENCE SOUTH 00 DEGREES 39 MINUTES 33 SECONDS WEST 1633.81 FEET ALONG THE WEST LINE OF SECTION 4; THENCE SOUTH 89 DEGREES 20 MINUTES 27 SECONDS EAST 939.60 FEET TO THE POINT OF BEGINNING; THENCE NORTH 69 DEGREES 26 MINUTES 21 SECONDS EAST 2.46 FEET; THENCE EASTERLY ALONG A TANGENT CURVE CONCAVE TO THE SOUTH HAVING A CENTRAL ANGLE OF 17 DEGREES 56 MINUTES 27 SECONDS, A RADIUS OF 570.00 FEET, AN ARC DISTANCE OF 178.48 FEET AND WHOSE CHORD IS NORTH 78 DEGREES 24 MINUTES 35 SECONDS EAST 177.75 FEET; THENCE SOUTH 00 DEGREES 22 MINUTES 44 SECONDS WEST 490.54 FEET; THENCE NORTH 89 DEGREES 37 MINUTES 16 SECONDS WEST 55.73 FEET; THENCE WESTERLY ALONG A TANGENT CURVE CONCAVE TO THE NORTH HAVING A CENTRAL ANGLE OF 10 DEGREES 09 MINUTES 37 SECONDS, A RADIUS OF 609.00 FEET, AN ARC DISTANCE OF 107.99 FEET AND WHOSE CHORD IS NORTH 84 DEGREES 32 MINUTES 28 SECONDS WEST 107.85 FEET; THENCE NORTHWESTERLY ALONG A TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A CENTRAL ANGLE OF 97 DEGREES 51 MINUTES 51 SECONDS, A RADIUS OF 15.00 FEET, AN ARC DISTANCE OF 25.62 FEET AND WHOSE CHORD IS NORTH 30 DEGREES 31 MINUTES 44 SECONDS WEST 22.62 FEET; THENCE NORTHERLY ALONG A TANGENT CURVE CONCAVE TO THE WEST HAVING A CENTRAL ANGLE OF 36 DEGREES 25 MINUTES 41 SECONDS, A RADIUS OF 678.00 FEET, AN ARC DISTANCE OF 431.06 FEET AND WHOSE CHORD IS NORTH 00 DEGREES 11 MINUTES 21 SECONDS EAST 423.84 FEET TO THE POINT OF BEGINNING.

ALSO, COMMENCING AT THE NORTHWEST CORNER OF SECTION 4; THENCE SOUTH 00 DEGREES 39 MINUTES 33 SECONDS WEST 2453.19 FEET ALONG THE WEST LINE OF SECTION 4 TO THE WEST QUARTER POST OF SECTION 4; THENCE SOUTH 89 DEGREES 46 MINUTES 31 SECONDS EAST 1311.00 FEET ALONG THE EAST AND WEST QUARTER LINE OF SECTION 4 TO THE WEST LINE OF PEBBLE BROOK SUBDIVISION AS RECORDED IN LIBER 95 OF PLATS, PAGES 49-51, WAYNE COUNTY RECORDS; THENCE NORTH 00 DEGREES 04 MINUTES 31 SECONDS EAST 210.46 FEET ALONG THE WEST LINE OF PEBBLE BROOK SUBDIVISION TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 37 MINUTES 16 SECONDS WEST 130.41 FEET; THENCE NORTH 00 DEGREES 22 MINUTES 44 SECONDS EAST 639.22 FEET; THENCE SOUTH 89 DEGREES 25 MINUTES 50 SECONDS EAST 127.96 FEET TO THE WEST LINE OF PEBBLE BROOK SUBDIVISION; THENCE SOUTH 00 DEGREES 09 MINUTES 33 SECONDS WEST 638.80 FEET ALONG THE WEST LINE OF PEBBLE BROOK SUBDIVISION TO THE POINT OF BEGINNING.

ALSO, COMMENCING AT THE NORTHWEST CORNER OF SECTION 4; THENCE SOUTH

00 DEGREES 39 MINUTES 33 SECONDS WEST 2453.19 FEET ALONG THE WEST LINE OF SECTION 4 TO THE WEST QUARTER POST OF SECTION 4; THENCE SOUTH 89 DEGREES 46 MINUTES 31 SECONDS EAST 1179.78 FEET ALONG THE EAST AND WEST QUARTER LINE OF SECTION 4 TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 22 MINUTES 44 SECONDS EAST 124.81 FEET; THENCE SOUTH 89 DEGREES 37 MINUTES 16 SECONDS EAST 130.74 FEET TO THE WEST LINE OF PEBBLE BROOK SUBDIVISION AS RECORDED IN LIBER 95 OF PLATS, PAGES 49-51, WAYNE COUNTY RECORDS; THENCE SOUTH 00 DEGREES 09 MINUTES 33 SECONDS WEST 124.46 FEET ALONG THE WEST LINE OF PEBBLE BROOK SUBDIVISION TO THE EAST AND WEST QUARTER LINE OF SECTION 4; THENCE CONTINUING SOUTH 00 DEGREES 09 MINUTES 33 SECONDS WEST 742.70 FEET ALONG THE WEST LINE OF PEBBLE BROOK SUBDIVISION NO. 2 AS RECORDED IN LIBER 96 OF PLATS, PAGES 57 THRU 58, WAYNE COUNTY RECORDS; THENCE NORTH 89 DEGREES 35 MINUTES 57 SECONDS WEST 134.06 FEET; THENCE NORTH 00 DEGREES 22 MINUTES 44 SECONDS EAST 742.29 FEET TO THE POINT OF BEGINNING.

ALSO, COMMENCING AT THE NORTHWEST CORNER OF SECTION 4; THENCE SOUTH 00 DEGREES 39 MINUTES 33 SECONDS WEST 2453.19 FEET ALONG THE WEST LINE OF SECTION 4 TO THE WEST QUARTER POST OF SECTION 4; THENCE SOUTH 89 DEGREES 46 MINUTES 31 SECONDS EAST 1119.78 FEET ALONG THE EAST AND WEST QUARTER LINE OF SECTION 4; THENCE SOUTH 00 DEGREES 22 MINUTES 44 SECONDS WEST 16.33 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 22 MINUTES 44 SECONDS WEST 528.14 FEET; THENCE NORTH 89 DEGREES 37 MINUTES 16 SECONDS WEST 127.27 FEET; THENCE WESTERLY ALONG A TANGENT CURVE CONCAVE TO THE SOUTH HAVING A CENTRAL ANGLE OF 12 DEGREES 25 MINUTES 18 SECONDS, A RADIUS OF 280.00 FEET, AN ARC DISTANCE OF 60.70 FEET AND WHOSE CHORD IS SOUTH 84 DEGREES 10 MINUTES 05 SECONDS WEST 60.59 FEET; THENCE SOUTH 77 DEGREES 57 MINUTES 26 SECONDS WEST 97.74 FEET; THENCE WESTERLY ALONG A TANGENT CURVE CONCAVE TO THE NORTH HAVING A CENTRAL ANGLE OF 32 DEGREES 37 MINUTES 51 SECONDS, A RADIUS OF 220.00 FEET, AN ARC DISTANCE OF 125.29 FEET AND WHOSE CHORD IS NORTH 85 DEGREES 43 MINUTES 39 SECONDS WEST 123.61 FEET; THENCE NORTH 69 DEGREES 24 MINUTES 43 SECONDS WEST 136.75 FEET; THENCE NORTHERLY ALONG A NON-TANGENT CURVE CONCAVE TO THE WEST HAVING A CENTRAL ANGLE OF 20 DEGREES 59 MINUTES 35 SECONDS, A RADIUS OF 580.00 FEET, AN ARC DISTANCE OF 212.51 FEET AND WHOSE CHORD IS NORTH 07 DEGREES 07 MINUTES 36 SECONDS EAST 211.32 FEET; THENCE NORTH 03 DEGREES 22 MINUTES 11 SECONDS WEST 80.48 FEET; THENCE NORTHERLY ALONG A TANGENT CURVE CONCAVE TO THE EAST HAVING A CENTRAL ANGLE OF 24 DEGREES 31 MINUTES 16 SECONDS, A RADIUS OF 520.00 FEET, AN ARC DISTANCE OF 222.55 FEET AND WHOSE CHORD IS NORTH 08 DEGREES 53 MINUTES 27 SECONDS EAST 220.85 FEET; THENCE NORTH 21 DEGREES 09 MINUTES 05 SECONDS EAST 78.76 FEET; THENCE SOUTHEASTERLY ALONG A NONTANGENT CURVE CONCAVE TO THE SOUTH, HAVING A CENTRAL ANGLE OF 17 DEGREES 27 MINUTES 27 SECONDS, A

RADIUS OF 20.00 FEET, AN ARC DISTANCE OF 6.09 FEET, AND WHOSE CHORD BEARS SOUTH 77 DEGREES 34 MINUTES 39 SECONDS EAST 6.07 FEET; THENCE SOUTH 68 DEGREES 50 MINUTES 55 SECONDS EAST 46.81 FEET; THENCE EASTERLY ALONG A NON-TANGENT CURVE CONCAVE TO THE NORTH HAVING A CENTRAL ANGLE OF 20 DEGREES 46 MINUTES 21 SECONDS, A RADIUS OF 984.00 FEET, AN ARC DISTANCE OF 356.75 FEET AND WHOSE CHORD IS SOUTH 79 DEGREES 14 MINUTES 06 SECONDS EAST 354.79 FEET; THENCE SOUTH 89 DEGREES 37 MINUTES 16 SECONDS EAST 52.23 FEET; THENCE EASTERLY ALONG A TANGENT CURVE CONCAVE TO THE SOUTH HAVING A CENTRAL ANGLE OF 10 DEGREES 04 MINUTES 43 SECONDS, A RADIUS OF 20.00 FEET, AN ARC DISTANCE OF 3.52 FEET AND WHOSE CHORD BEARS SOUTH 84 DEGREES 34 MINUTES 54 SECONDS EAST 3.51 FEET TO THE POINT OF BEGINNING. ALSO, COMMENCING AT THE NORTHWEST CORNER OF SECTION 4; THENCE SOUTH 00 DEGREES 39 MINUTES 33 SECONDS WEST 2453.19 FEET ALONG THE WEST SIDE OF SECTION 4 TO THE WEST QUARTER POST OF SECTION 4 AND THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 10 MINUTES 14 SECONDS WEST 1082.24 FEET ALONG THE EAST AND WEST QUARTER LINE OF SECTION 5; THENCE NORTH 67 DEGREES 39 MINUTES 39 SECONDS EAST 607.55 FEET; THENCE EASTERLY ALONG A TANGENT CURVE CONCAVE TO THE SOUTH HAVING A CENTRAL ANGLE OF 43 DEGREES 29 MINUTES 25 SECONDS, A RADIUS OF 1457.00 FEET, AN ARC DISTANCE OF 1105.94 FEET AND WHOSE CHORD IS NORTH 89 DEGREES 24 MINUTES 22 SECONDS EAST 1079.58 FEET; THENCE SOUTH 68 DEGREES 50 MINUTES 55 SECONDS EAST 109.06 FEET; THENCE SOUTH 21 DEGREES 09 MINUTES 05 SECONDS WEST 220.68 FEET; THENCE SOUTHERLY ALONG A TANGENT CURVE CONCAVE TO THE EAST HAVING A CENTRAL ANGLE OF 24 DEGREES 31 MINUTES 16 SECONDS, A RADIUS OF 580.00 FEET, AN ARC DISTANCE OF 248.22 FEET AND WHOSE CHORD IS SOUTH 08 DEGREES 53 MINUTES 27 SECONDS WEST 246.33 FEET; THENCE SOUTH 03 DEGREES 22 MINUTES 11 SECONDS EAST 80.48 FEET; THENCE SOUTHWESTERLY ALONG A TANGENT CURVE CONCAVE TO THE WEST HAVING A CENTRAL ANGLE OF 41 DEGREES 28 MINUTES 13 SECONDS, A RADIUS OF 520.00 FEET, AN ARC DISTANCE OF 376.37 FEET AND WHOSE CHORD IS SOUTH 17 DEGREES 21 MINUTES 55 SECONDS WEST 368.21 FEET; THENCE SOUTH 38 DEGREES 06 MINUTES 02 SECONDS WEST 302.20 FEET; THENCE SOUTHWESTERLY ALONG A TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A CENTRAL ANGLE OF 30 DEGREES 12 MINUTES 14 SECONDS, A RADIUS OF 530.00 FEET, AN ARC DISTANCE OF 279.39 FEET AND WHOSE CHORD IS SOUTH 22 DEGREES 59 MINUTES 55 SECONDS WEST 276.17 FEET; THENCE SOUTH 07 DEGREES 53 MINUTES 48 SECONDS WEST 240.52 FEET; THENCE NORTH 82 DEGREES 06 MINUTES 12 SECONDS WEST 85.50 FEET; THENCE NORTH 77 DEGREES 21 MINUTES 38 SECONDS WEST 44.63 FEET TO THE WEST LINE OF SECTION 4; THENCE NORTH 00 DEGREES 43 MINUTES 47 SECONDS EAST 1371.39 FEET ALONG THE WEST LINE OF SECTION 4 TO THE POINT OF BEGINNING.

ALSO, COMMENCING AT THE NORTHWEST CORNER OF SECTION 4; THENCE SOUTH 00 DEGREES 39 MINUTES 33 SECONDS WEST 2453.19 FEET ALONG THE WEST LINE OF

SECTION 4 TO THE WEST QUARTER POST OF SECTION 4; THENCE SOUTH 00 DEGREES 43 MINUTES 47 SECONDS WEST 566.24 FEET ALONG THE WEST LINE OF SECTION 4; THENCE SOUTH 89 DEGREES 16 MINUTES 13 SECONDS EAST 567.92 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 69 DEGREES 24 MINUTES 43 SECONDS EAST 136.75 FEET; THENCE EASTERLY ALONG A TANGENT CURVE CONCAVE TO THE NORTH HAVING A CENTRAL ANGLE OF 32 DEGREES 37 MINUTES 51 SECONDS, A RADIUS OF 280.00 FEET, AN ARC DISTANCE OF 159.46 FEET AND WHOSE CHORD IS SOUTH 85 DEGREES 43 MINUTES 39 SECONDS EAST 157.32 FEET; THENCE NORTH 77 DEGREES 57 MINUTES 26 SECONDS EAST 97.74 FEET; THENCE EASTERLY ALONG A TANGENT CURVE CONCAVE TO THE SOUTH HAVING A CENTRAL ANGLE OF 12 DEGREES 25 MINUTES 18 SECONDS, A RADIUS OF 220.00 FEET, AN ARC DISTANCE OF 47.70 FEET AND WHOSE CHORD IS NORTH 84 DEGREES 10 MINUTES 05 SECONDS EAST 47.60 FEET; THENCE SOUTH 89 DEGREES 37 MINUTES 16 SECONDS EAST 127.27 FEET THENCE SOUTH 00 DEGREES 22 MINUTES 44 SECONDS WEST 360.00 FEET; THENCE NORTH 89 DEGREES 37 MINUTES 16 SECONDS WEST 180.68 FEET; THENCE WESTERLY ALONG A TANGENT CURVE CONCAVE TO THE NORTH HAVING A CENTRAL ANGLE OF 7 DEGREES 31 MINUTES 04 SECONDS, A RADIUS OF 470.00 FEET, AN ARC DISTANCE OF 61.67 FEET AND WHOSE CHORD IS NORTH 85 DEGREES 51 MINUTES 44 SECONDS WEST 61.62 FEET; THENCE NORTH 82 DEGREES 06 MINUTES 12 SECONDS WEST 157.33 FEET; THENCE NORTHWESTERLY ALONG A TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A CENTRAL ANGLE OF 30 DEGREES 12 MINUTES 14 SECONDS, A RADIUS OF 470.00 FEET, AN ARC DISTANCE OF 247.76 FEET AND WHOSE CHORD IS NORTH 67 DEGREES 00 MINUTES 05 SECONDS WEST 244.90 FEET; THENCE NORTH 51 DEGREES 53 MINUTES 58 SECONDS WEST 93.91 FEET; THENCE NORTH 38 DEGREES 06 MINUTES 02 SECONDS EAST 112.34 FEET; THENCE NORTHEASTERLY ALONG A TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A CENTRAL ANGLE OF 14 DEGREES 32 MINUTES 51 SECONDS, A RADIUS OF 580.00 FEET, AN ARC DISTANCE OF 147.26 FEET AND WHOSE CHORD IS NORTH 30 DEGREES 49 MINUTES 36 SECONDS EAST 146.87 FEET TO THE POINT OF BEGINNING.

ALSO, COMMENCING AT THE NORTHWEST CORNER OF SECTION 4; THENCE SOUTH 00 DEGREES 39 MINUTES 33 SECONDS WEST 2453.19 FEET ALONG THE WEST LINE OF SECTION 4 TO THE WEST QUARTER POST OF SECTION 4; THENCE SOUTH 00 DEGREES 43 MINUTES 47 SECONDS WEST 830.28 FEET ALONG THE WEST LINE OF SECTION 4; THENCE SOUTH 89 DEGREES 16 MINUTES 13 SECONDS EAST 389.67 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 51 DEGREES 53 MINUTES 58 SECONDS EAST 93.91 FEET; THENCE SOUTHEASTERLY ALONG A TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A CENTRAL ANGLE OF 30 DEGREES 12 MINUTES 14 SECONDS, A RADIUS OF 530.00 FEET, AN ARC DISTANCE OF 279.39 FEET AND WHOSE CHORD IS SOUTH 67 DEGREES 00 MINUTES 05 SECONDS EAST 276.17 FEET; THENCE SOUTH 82 DEGREES 06 MINUTES 12 SECONDS EAST 157.33 FEET; THENCE EASTERLY ALONG A TANGENT CURVE CONCAVE TO THE NORTH HAVING A CENTRAL ANGLE OF 7 DEGREES 31 MINUTES 04 SECONDS, A RADIUS OF 530.00 FEET; AN ARC DISTANCE OF



69.54 FEET AND WHOSE CHORD IS SOUTH 85 DEGREES 51 MINUTES 44 SECONDS EAST 69.49 FEET; THENCE SOUTH 89 DEGREES 37 MINUTES 16 SECONDS EAST 180.68 FEET; THENCE SOUTH 00 DEGREES 22 MINUTES 44 SECONDS WEST 282.87 FEET; THENCE NORTH 89 DEGREES 37 MINUTES 16 SECONDS WEST 28.39 FEET; THENCE WESTERLY ALONG A TANGENT CURVE CONCAVE TO THE NORTH HAVING A CENTRAL ANGLE OF 7 DEGREES 31 MINUTES 04 SECONDS, A RADIUS OF 470.00 FEET, AN ARC DISTANCE OF 61.67 FEET AND WHOSE CHORD IS NORTH 85 DEGREES 51 MINUTES 44 SECONDS WEST 61.62 FEET; THENCE NORTH 82 DEGREES 06 MINUTES 12 SECONDS WEST 830.10 FEET; THENCE NORTH 07 DEGREES 53 MINUTES 48 SECONDS EAST 30.52 FEET; THENCE NORTHEASTERLY ALONG A TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A CENTRAL ANGLE OF 30 DEGREES 12 MINUTES 14 SECONDS, A RADIUS OF 470.00 FEET, AN ARC DISTANCE OF 247.76 FEET AND WHOSE CHORD IS NORTH 22 DEGREES 59 MINUTES 55 SECONDS EAST 244.90 FEET; THENCE NORTH 38 DEGREES 06 MINUTES 02 SECONDS EAST 129.86 FEET TO THE POINT OF BEGINNING.

ALSO, COMMENCING AT THE NORTHWEST CORNER OF SECTION 4; THENCE SOUTH 00 DEGREES 39 MINUTES 33 SECONDS WEST 2453.19 FEET ALONG THE WEST LINE OF SECTION 4 TO THE WEST QUARTER POST OF SECTION 4; THENCE SOUTH 00 DEGREES 43 MINUTES 47 SECONDS WEST 791.88 FEET ALONG THE WEST LINE OF SECTION 4; THENCE SOUTH 89 DEGREES 16 MINUTES 13 SECONDS EAST 1184.65 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 35 MINUTES 57 SECONDS EAST 134.29 FEET TO THE WEST LINE OF PEBBLE BROOK SUBDIVISION NO. 2 AS RECORDED IN LIBER 96 OF PLATS, PAGES 57 THRU 58, WAYNE COUNTY RECORDS; THENCE SOUTH 00 DEGREES 09 MINUTES 33 SECONDS WEST 744.50 FEET ALONG THE WEST LINE OF PEBBLE BROOK SUBDIVISION NO. 2 TO THE NORTHERLY RIGHT OF WAY LINE OF WOODRUFF ROAD (120.00 FEET WIDE); THENCE ALONG THE NORTHERLY RIGHT OF WAY LINE OF WOODRUFF ROAD THE FOLLOWING THREE (3) COURSES: NORTH 89 DEGREES 06 MINUTES 00 SECONDS WEST 23.21 FEET, NORTH 85 DEGREES 00 MINUTES 41 SECONDS WEST 67.94 FEET AND NORTH 82 DEGREES 06 MINUTES 12 SECONDS WEST 55.71 FEET; THENCE NORTH 07 DEGREES 53 MINUTES 48 SECONDS EAST 43.94 FEET; THENCE NORTHERLY ALONG A TANGENT CURVE CONCAVE TO THE WEST HAVING A CENTRAL ANGLE OF 7 DEGREES 31 MINUTES 04 SECONDS, A RADIUS OF 380.00 FEET, AN ARC DISTANCE OF 49.86 FEET AND WHOSE CHORD IS NORTH 04 DEGREES 08 MINUTES 16 SECONDS EAST 49.82 FEET; THENCE NORTH 00 DEGREES 22 MINUTES 44 SECONDS EAST 638.31 FEET TO THE POINT OF BEGINNING.

ALSO, COMMENCING AT THE NORTHWEST CORNER OF SECTION 4; THENCE SOUTH 00 DEGREES 39 MINUTES 33 SECONDS WEST 2453.19 FEET ALONG THE WEST LINE OF SECTION 4 TO THE WEST QUARTER POST OF SECTION 4; THENCE SOUTH 00 DEGREES 43 MINUTES 47 SECONDS WEST 1249.93 FEET ALONG THE WEST LINE OF SECTION 4; THENCE SOUTH 89 DEGREES 16 MINUTES 13 SECONDS EAST 206.75 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 82 DEGREES 06 MINUTES 12 SECONDS EAST 830.10 FEET; THENCE EASTERLY ALONG A TANGENT CURVE CONCAVE TO THE

NORTH HAVING A CENTRAL ANGLE OF 7 DEGREES 31 MINUTES 04 SECONDS, A RADIUS OF 530.00 FEET, AN ARC DISTANCE OF 69.54 FEET AND WHOSE CHORD IS SOUTH 85 DEGREES 51 MINUTES 44 SECONDS EAST 69.49 FEET; THENCE SOUTH 89 DEGREES 37 MINUTES 16 SECONDS EAST 28.39 FEET; THENCE SOUTH 00 DEGREES 22 MINUTES 44 SECONDS WEST 73.09 FEET; THENCE SOUTHERLY ALONG A TANGENT CURVE CONCAVE TO THE WEST HAVING A CENTRAL ANGLE OF 7 DEGREES 31 MINUTES 04 SECONDS, A RADIUS OF 320.00 FEET, AN ARC DISTANCE OF 41.99 FEET AND WHOSE CHORD IS SOUTH 04 DEGREES 08 MINUTES 16 SECONDS WEST 41.96 FEET; THENCE SOUTH 07 DEGREES 53 MINUTES 48 SECONDS WEST 43.94 FEET TO THE NORTHERLY LINE OF WOODRUFF ROAD (120.00 FEET WIDE); THENCE NORTH 82 DEGREES 06 MINUTES 12 SECONDS WEST 939.90 FEET ALONG THE NORTHERLY RIGHT OF WAY LINE OF WOODRUFF ROAD; THENCE NORTH 07 DEGREES 53 MINUTES 48 SECONDS EAST 150.00 FEET TO THE POINT OF BEGINNING.

ALSO, COMMENCING AT THE NORTHWEST CORNER OF SECTION 4; THENCE SOUTH 00 DEGREES 39 MINUTES 33 SECONDS WEST 2453.19 FEET ALONG THE WEST LINE OF SECTION 4 TO THE WEST QUARTER POST OF SECTION 4; THENCE SOUTH 00 DEGREES 43 MINUTES 47 SECONDS WEST 1494.03 FEET ALONG THE WEST LINE OF SECTION 4 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE SOUTHERLY RIGHT OF WAY LINE OF WOODRUFF ROAD THE FOLLOWING six (6) COURSES: SOUTH 77 DEGREES 21 MINUTES 38 SECONDS EAST 24.29 FEET, SOUTH 82 DEGREES 06 MINUTES 12 SECONDS EAST 1129.49 FEET, SOUTH 82 DEGREES 07 MINUTES 11 SECONDS EAST 51.52 FEET, SOUTH 83 DEGREES 22 MINUTES 27 SECONDS EAST 49.58 FEET, SOUTH 84 DEGREES 59 MINUTES 03 SECONDS EAST 51.65 FEET AND SOUTH 88 DEGREES 49 MINUTES 04 SECONDS EAST 31.18 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 33 SECONDS WEST 954.81 FEET TO THE SOUTH LINE OF SECTION 4; THENCE NORTH 89 DEGREES 40 MINUTES 35 SECONDS WEST 1337.10 FEET ALONG THE SOUTH LINE OF SECTION 4 TO THE SOUTHWEST CORNER OF SECTION 4; THENCE NORTH 00 DEGREES 43 MINUTES 47 SECONDS EAST 1125.78 FEET ALONG THE WEST LINE OF SECTION 4 TO THE POINT OF BEGINNING.

ALSO, COMMENCING AT THE NORTHWEST CORNER OF SECTION 4; THENCE SOUTH 00 DEGREES 39 MINUTES 33 SECONDS WEST 2453.19 FEET ALONG THE WEST LINE OF SECTION 4 TO THE WEST QUARTER POST OF SECTION 4; THENCE NORTH 89 DEGREES 10 MINUTES 14 SECONDS WEST 1294.47 FEET ALONG THE EAST AND WEST QUARTER LINE OF SECTION 5; THENCE NORTH 01 DEGREES 02 MINUTES 01 SECONDS EAST 42.20 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 02 MINUTES 01 SECONDS EAST 140.55 FEET; THENCE NORTH 69 DEGREES 05 MINUTES 45 SECONDS EAST 247.99 FEET; THENCE SOUTH 52 DEGREES 05 MINUTES 24 SECONDS EAST 183.18 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF MEADOWS AVENUE (86.00 FEET WIDE); THENCE ALONG THE NORTHERLY RIGHT OF WAY LINE OF MEADOWS AVENUE THE FOLLOWING TWO (2) COURSES: SOUTH 67 DEGREES 39 MINUTES 39 SECONDS WEST 218.89 FEET, WESTERLY ALONG A TANGENT CURVE CONCAVE TO

THE NORTH HAVING A CENTRAL ANGLE OF 23 DEGREES 18 MINUTES 29 SECONDS, A RADIUS OF 444.00 FEET, AN ARC DISTANCE OF 180.62 FEET AND WHOSE CHORD IS SOUTH 79 DEGREES 18 MINUTES 54 SECONDS WEST 179.38 FEET TO THE POINT OF BEGINNING. CONTAINING 99.91 ACRES, MORE OR LESS.

Excepting therefrom any portion deeded, taken or used for public road purposes, subject to all easements and restrictions of record and all governmental limitations and together with and subject to a certain Declaration of Covenants, Conditions, Easements and Restrictions for the Bradbury Park Master Community as recorded in Liber 44009, Page 28-44, Wayne County Records.

### 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 Preserves at Bradbury Park 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 Preserves at Bradbury Park 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 Preserves at Bradbury Park Condominium Association organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

Section 3. **Bylaws.** "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 Association as provided for under the Michigan Nonprofit Corporation Act.

Section 4. **Common Elements.** "Common Elements", where used without modification, means both the General and Limited Common Elements, if any, described in Article IV hereof.

Section 5. **Condominium Documents.** "Condominium Documents" means and includes

this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation, and rules and regulations, if any, of the Association, as all of the same may be amended from time to time.

**Section 6. 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 Preserves at Bradbury Park Condominium as described above.

**Section 7. Condominium Project, Condominium or Project.** "Condominium Project", "Condominium" or "Project" means Preserves at Bradbury Park Condominium, a Condominium Project established in conformity with the provisions of the Act.

**Section 8. Condominium Subdivision Plan.** "Condominium Subdivision Plan" means Exhibit B hereto.

**Section 9. Co-owner.** "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which own one or more Units in the Condominium Project and shall include a Land Contract Vendee. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".

**Section 10. Development and Sales Period.** "Development and Sales Period" means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any Unit which it offers for sale.

**Section 11. Developer.** "Developer" means The Preserves at Bradbury Park 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 terms are used in the Condominium Documents.

**Section 12. 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 which 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 which may be created are sold or (b) mandatorily after the elapse of 54 months from the date of the first Unit conveyance or (c) mandatorily after 75% of all Units which may be created are sold, whichever first occurs.

**Section 13. Transitional Control Date.** "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with the Developer exceeds the votes which may be cast by the Developer.

**Section 14. Unit or Condominium Unit.** "Unit" or "Condominium Unit" each mean a single Unit in Preserves at Bradbury Park Condominium as the same is described in Article V, Section 1 hereof and on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit"

as defined in the Act. All structures and improvements now or hereafter located within the boundaries of a Unit shall be owned in their entirety by the Co-Owner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements.

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 shall also be included to the plural where the same would be appropriate and vice versa.

## ARTICLE IV

### COMMON ELEMENTS

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

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

(a) **Land.** The land described in Article II hereof, and excluding the portion of the land described in Article V, Section 1 below and in the Condominium Subdivision Plan as constituting the Condominium Units.

(b) **Electrical.** The electrical transmission mains throughout the Project, up to the point of lateral connection for Unit service, together with common lighting for the Project, if any is installed.

(c) **Telephone.** The telephone system throughout the Project up to the point of lateral connection for Unit service.

(d) **Gas.** The gas mains throughout the Project up to the point of lateral connection for Unit service.

(e) **Water.** The water mains throughout the Project up to the point of lateral connection for Unit service.

(f) **Sanitary Sewer.** The sanitary sewer mains throughout the Project up to the point of lateral connection for Unit service.

(g) **Storm Sewers.** Any storm sewer system which may ultimately be installed in the Condominium and the easements within which the same are located.

(h) **Telecommunications.** The telecommunications system, if and when it may be installed, up to the point of lateral connection for Unit service.

(i) **Other.** Such other elements of the Project not herein designated as General or Limited Common Elements, if any, 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.

**Section 2. Responsibilities.** The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows:

**(a) Co-owner Responsibilities.**

(i) **Units.** The responsibility for and the costs of maintenance, decoration, repair and replacement of each Unit (including the dwelling and any improvements located thereon) shall be borne by the Co-owner of such Unit; provided, however, that the exterior appearance of such Units, to the extent visible from any other Unit or Common Element on the Project, shall be subject at all times to the approval of the Association based on reasonable aesthetic and maintenance standards prescribed by the Association in duly adopted rules and regulations. Each Co-owner shall be responsible for the landscaping and continued maintenance of any area located between Unit and road. Each Co-owner shall be responsible for the landscaping and continued maintenance of any area located between Unit and paved road located adjacent to the Unit.

(ii) **Utility Services.** All costs of water, sanitary sewer, electricity, natural gas, cable television, telephone, sanitary sewer (if any) and any other utility services shall be borne by the Co-owner of the Unit to which such services are furnished. All utility laterals and leads shall be maintained, repaired and replaced at the expense of the Co-owner whose Unit they service, except to the extent that such expenses are borne by a utility company or a public authority and the Association shall have no responsibility therefor.

(b) **Association Responsibilities.** The Costs of maintenance, repair and replacement of all General Common Elements shall be borne by the Association, subject to any provisions of the Master Declaration described in Article X hereof and Bylaws expressly to the contrary. The Association shall not be responsible for performing any maintenance, any repair or replacement with respect to residences and their appurtenances located within the Condominium Units.

(c) **Bradbury Park Master Community.** The foregoing responsibilities described in paragraph (b) of this Article IV, Section 2, and the insurance responsibilities for the General Common Elements in Article IV of the Bylaws shall be subject to the provisions of the Declaration of Covenants, Conditions, Easements and Restrictions for the Bradbury Park Master Community described in Article X hereof. The Bradbury Park Master Community Association was established under the Declaration of Covenants, Conditions, Easements and Restrictions for the Bradbury Park Master Community to perform as many of these functions as possible. The Association shall be

responsible for the maintenance, repair and replacement of the General Common Elements not covered by the provisions of the Declaration of Covenants, Conditions, Easements and Restrictions for the Bradbury Park Master Community, if any. Each Co-owner shall be responsible for paying its respective costs allocated under the Declaration of Covenants, Conditions, Easements and Restrictions for the Bradbury Park Master Community to the Bradbury Park Master Community Association.

**Section 3. Utility Systems.** Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunications system, if and when constructed, described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment, and the telecommunications system, if and when constructed, 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 and Association's responsibility will be to see to it that telephone, electric, water, sanitary sewer and natural gas mains (but not cable television transmission lines) are installed within reasonable proximity to, but not within, the Units. Each Co-owner will be entirely responsible for arranging for and paying all costs in connection with extension of such utilities by laterals from the mains to any structures and fixtures located within the Units.

**Section 4. 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 which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements.

## ARTICLE V

### UNIT DESCRIPTION AND PERCENTAGE OF VALUE

**Section 1. Description of Units.** Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Preserves at Bradbury Park Condominium and attached hereto as Exhibit B. Each Unit shall consist of the land located within Unit boundaries as shown on Exhibit B hereto and delineated with heavy outlines together with all appurtenances thereto.

**Section 2. Percentage of Value.** Preserve at Bradbury Park Condominium will initially consist of 167 Units numbered 1 through 167, inclusive. The percentages of value were computed on the basis of comparative characteristics of the Units and concluding that there are not material differences among them insofar as the allocation of the Percentages of Value is concerned. The total value of the Project is precisely 100%. 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 expenses of the

administration and the value of such Co-owner's vote at meetings of the Association of Co-owners.

## ARTICLE VI

### 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 167 Units on the land described in Article II hereof all as shown on the Condominium Subdivision Plan. Developer reserves the right, however, to establish a Condominium Project consisting of fewer Units than described above and to withdraw from the Project all or some portion of the land described in Article II hereof (the "Contractible Area"). Therefore, any other provisions of this Master Deed to the contrary notwithstanding, the number of Units in this Condominium Project may, at the option of the Developer, from time to time, within a period ending no later than 6 years from the date of recording this original Master Deed, be contracted to any number determined by the Developer in its sole judgment, but in no event shall the number of Units be less than 2. There is no obligation on the part of the Developer to withdraw from the Condominium Project any of the Contractible Area, or any portion thereof, nor is there any obligation to withdraw the Contractible Area in any particular order.

Section 2. **Withdrawal of Land.** In connection with such contraction, the Developer unconditionally reserves the right to withdraw from the Condominium Project such portion or portions of the land described in Article II (as it may be amended) as such Contractible Area, or any portion or portions thereof, is (or are) described above. Developer reserves the right to use the portion of the land so withdrawn to establish, in its sole discretion, a rental development, a separate condominium project (or projects) or any other form of development. Developer further reserves the right, subsequent to such withdrawal, but within a period ending no later than 6 years from the date of recording this Master Deed, to expand the Project as so reduced to include all or any portion of the land so withdrawn.

Section 3. **Creation of Easements.** In the event of any such contraction the Developer reserves for the benefit of itself, its successors or assigns, and all owners of the land described in Article II, or any portion thereof, an easement for the unrestricted use of all roads and walkways in the Condominium for the purpose of ingress or egress to and from all or any portion of the Condominium project as so contracted. Likewise, to the extent that any General Commons Elements are withdrawn from the Condominium, the Developer shall cause any necessary, non-exclusive easements to be created over such withdrawn General Common Elements for the benefit of the Units which remain in the Condominium Project.

Section 4. **Amendment of Master Deed.** Such contraction in size of this Condominium Project or subsequent expansion 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 or its successors and in which the percentages of value set forth in Article V hereof



shall be proportionately readjusted 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 readjustment in percentage of value shall be 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 5. 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 Units in the Condominium Project as so contracted. In connection with any such amendments, 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, including, but not limited to, the connection of roadways and sidewalks that may be located on, or planned for the area which is withdrawn from the Project, and to provide access to any Unit that is located on, or planned for the withdrawn area from the roadways and sidewalks located in the Project.

**Section 6. Consent of Interested Parties.** 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 Developer to effectuate the foregoing and to any proportions reallocation of percentages of value of Units which Developer may determine necessary in conjunction with such amendments. All such interested persons irrevocably appoint 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 effected without the necessity of rerecording 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.

## ARTICLE VII

### CONVERTIBLE AREAS

**Section 1. Designation of Convertible Areas for Modification of Units and Common Elements.** All Units and all General Common Elements in the Project are Convertible Areas within which the individual Units and General Common Elements may be modified as provided herein.

**Section 2. Developer's Right to Modify Units.** Developer reserves the right, in its sole discretion, during a period ending no later than 6 years from the date of recording this Master Deed, to modify the size, design, location or other physical attributes of individual Units and General Common Elements within Convertible Areas.

**Section 3. Compatibility of Improvements.** All improvements constructed within the Convertible Areas described above shall be reasonably compatible with the structures on the other

portion of the Condominium Project. No improvements, other than as above indicated, may be created on the Convertible Areas.

**Section 4. Amendment of Master Deed.** Modifications within this Condominium Project shall be given effect by an appropriate amendment to the Master Deed in the manner provided by law, which amendment shall be prepared by and at the discretion of the Developer or its successors and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of 100% for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the method of original determination of percentages of value for the Project. Such amendment or 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 and service the Units and Common Elements being modified by such amendment. In connection with such amendment, 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.

**Section 5. Consent of 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 amendment or amendments to this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of existing Units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

## ARTICLE VIII

### EASEMENTS

**Section 1. Easement for Utilities.** There shall be easements to, through and over the Condominium Project for the continuing maintenance and repair of all utilities in the Condominium.

**Section 2. Easements and Rights Retained by Developer.**

(a) **Utility Easements.** Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the land which may be withdrawn from the Condominium Project under Article VI hereof (including any other contiguous land the Developer hereinafter acquires) or any portion or portions thereof, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in the Condominium Premises, including, but not limited to, water, gas, storm retention areas, storm and sanitary sewer mains. In the event Developer, its

successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium Premises, 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.

(b) **Sign Easements.** Developer reserves for the benefit of itself, its successors and assigns, a easement to construct and maintain on the Project entrance a sign advertising the Developer's new location. Developer also reserves an easement over the Project entrance for the purpose of maintaining a sign advertising the future development of the Project.

(c) **Model Easements.** The Developer reserves right to at all times use the model Units in the Condominium Project to market other projects developed by the Developer, its successors and assigns.

(d) **Utility Dedication.** The Developer reserves the right at any time until the elapse of two (2) years after the expiration of the Development 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 thereto, 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 amendment or amendments of this Master Deed to effectuate the foregoing grant of easement or transfer of title,

(f) **Road Dedication.** The Developer reserves the right at any time until the elapse of two (2) years after the expiration of the Development and Sales Period to dedicate to the public a right-of-way of such width as may be required by the local public authority over any or all of the roadways in the Condominium Project. All such right-of-way areas shall be contractible areas which may be withdrawn from the project at the discretion of the Developer. Any such right-of-way dedication may be made 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 thereto, recorded in the Macomb 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 amendment or amendments of this Master Deed to effectuate the foregoing right-of-way dedication..

Section 3. **Grant of Easements by Association.** The 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 described in Article VI hereof; subject, however,

to the approval of the Developer so long as the Construction and Sales Period has not expired.

**Section 4. Easements for Maintenance, Repair and Replacement.** The Developer, the Association and all public or private utilities shall have such easements as may be necessary over the Condominium Premises, including all Units and Common Elements 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.

**Section 5. Telecommunications Agreements.** The Developer 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 may be 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.

**Section 6. Wetland Areas.** Certain portions of the Condominium Project contain regulated wetland areas as depicted on Exhibit B attached hereto. This Condominium Project is subject to an Agreement for Conservation Easement ("Conservation Easement"). The Conservation Easement contains substantial regulations concerning the use of the wetland areas. It is impossible to paraphrase the entire Conservation Easement with risking some significant omission and the Association and each Co-owner is urged to carefully review this document.

## ARTICLE IX

### SUBDIVISION, CONSOLIDATION AND OTHER MODIFICATIONS OF UNITS

Notwithstanding any other provision of the Master Deed or the Bylaws, Units in the Condominium may be subdivided, consolidated, modified and the boundaries relocated, in accordance with Sections 48 and 49 of the Act 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.

**Section 1. By Developer.** Developer reserves the sole right during the Development and Sale Period and without the consent of any other Co-owner or any mortgagee of any Unit to:

(a) **Subdivide Units; Consolidation of Units; Relocation of Boundaries.** Subdivide or re-subdivide any Unit which it owns, consolidate under single ownership two or more Units which are located adjacent to one another, and relocate any boundaries between adjoining Units. Such subdivision or re-subdivision 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, which amendment or amendments shall be prepared by the Developer, its successors or assigns.

(b) **Amendments to Effectuate Modification.** In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from such subdivision shall be separately identified by number and the percentage of value for the Unit or Units subdivided, consolidated or as to which boundaries are relocated shall be proportionately allocated to the new Condominium Units resulting in order to preserve a total value of 100% for the entire Project resulting from such amendment or amendments to this Master Deed; provided, however, the percentage of value for all Units in the Project shall remain equal. Such amendment or amendments to the Master Deed shall also contain such further definitions of General Common Elements as may be necessary to adequately describe the Units in the Condominium Project as so subdivided. 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 amendment or amendments of this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of Units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purposes of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits hereto.

## ARTICLE X

### BRADBURY PARK MASTER COMMUNITY

Section 1. **Bradbury Park Master Community.** Preserves at Bradbury Park Condominium is part of the Bradbury Park Master Community. When complete, the entire community may consist of a number of separate condominium projects, or other forms of approved development, all in addition to Preserves at Bradbury Park Condominium. In order to provide a framework for the coordinated development of the entire Bradbury Park Master Community, and for the joint use, maintenance and support of designated portions thereof, a certain Declaration of Easements, Covenants, Conditions and Restrictions for the Bradbury Park Master Community (the "Master Declaration") has been recorded in the Wayne County Records, as the same may be hereinafter amended. Such Declaration is incorporated herein by reference and shall be binding upon all Co-owners and the Association to the extent applicable to the Condominium Project. The Master Declaration confers certain benefits and imposes certain obligations upon the Co-owners and the Project, including, without limitation, the non-exclusive right to use and the obligation to share in the cost of maintenance and support of the Community Areas designated as such from time to time in accordance with the Master Declaration. All assessments levied against the Co-owners and their Units pursuant to such Master Declaration shall be equal and shall not be apportioned among the Co-owners in accordance with the percentages of value assigned to the Units owned by them.

Section 2. **Community Area Easements.** The Developer shall have the right to grant easements over or with respect to the General Common Elements of the Condominium or to designate any General Common Element as a Community Area as may be necessary or desirable in furtherance of development, community usage, coordinated maintenance and operation of the Bradbury Park Master Community and to confer responsibilities and jurisdiction for administration and maintenance of such easements upon the administrator of the Bradbury Park Master Community.

Section 3. **Planned Unit Development Agreement.** The entire Bradbury Park Community is subject to a certain Planned Unit Development Agreement with the City of Flat Rock, as the same may be amended from time to time.

## ARTICLE XI

### AMENDMENT

This Master Deed and the Condominium Subdivision Plan (Exhibit B to said Master Deed) may be amended with the consent of 66-2/3% of the Co-owners except as hereinafter set forth:

Section 1. **Co-owner Consent.** No Unit dimension may be modified without the consent of the Co-owner of such Unit nor may the nature or extent of Limited Common Elements, if any, or the responsibility for maintenance, repair or replacement thereof be modified without the written consent of the Co-owner of any Unit to which the same are appurtenant.

Section 2. **By Developer.** Prior to 1 year after expiration of the Development and Sales Period, the Developer may, without the consent of any Co-owner or any other person, amend this Master Deed 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, including, but not limited to, amendments for the purpose of facilitating conventional 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 Master Association, the Veterans Administration or the Department of Housing and Urban Development, or by any other public or private mortgage insurer or any institutional participant in the secondary mortgage market.

Section 3. **Change in Value of Vote, Maintenance Fee and Percentages of Value.** The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent, except as provided in Article V, Section 6(c) of the Bylaws and except as provided in Article VII and Article VII hereof.

Section 4. **Mortgagee Approval.** Pursuant to Section 90(1) of the Act, the Developer hereby reserves the right, on behalf of itself and on behalf of the Master Association of Co-owners, to amend this Master Deed and the Condominium Documents without approval of any mortgagee unless the Amendment would materially alter or change the rights of a mortgagee, in which event 66-2/3% of the mortgagees shall approve such Amendment, giving one vote for each mortgage held.

Section 5. **Termination, Vacation, Revocation or Abandonment.** The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of 85% of all Co-owners.

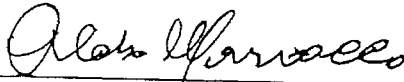
Section 6. **Developer Approval.** During the Development and Sales Period, this Master Deed and Exhibits A and B hereto shall not be amended nor shall the provisions thereof be modified in any way without the written consent of the Developer.

## ARTICLE XII

### 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 or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. 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.

THE PRESERVES AT BRADBURY PARK  
LLC, a Michigan limited liability company

By:   
Aldo Marrocco, Manager

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this 2nd day of February, 2006, by Aldo Marrocco, Manager of The Preserves at Bradbury Park LLC, a Michigan limited liability company, on behalf it.

Nancy J. Murray  
Nancy J. Murray Notary Public  
Acting in Macomb County, Michigan  
My Commission Expires: July 31, 2006

*Master Deed drafted by:*

Mark J. Abdo, Attorney at Law  
42550 Garfield Road, Suite 104A  
Clinton Township, Michigan 48038

*When recorded, return to drafter*



**EXHIBIT A**  
**BYLAWS**  
**PRESERVES AT BRADBURY PARK CONDOMINIUM**

**ARTICLE I**

**ASSOCIATION OF CO-OWNERS**

Preserves at Bradbury Park Condominium, a residential Condominium Project located in the City of Flat Rock, 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 Condominium Bylaws referred to in the Master Deed and required by Section 3(8) of the Act and the Association Bylaws provided for under the Michigan Non-profit Corporation Act. Each Co-owner shall be entitled to membership and no other person or entity shall be entitled to membership. The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit. The 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 and prospective mortgagées 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**

Section 1. **Assessments Against Units and Co-owners.** All expenses arising from the management, administration and operation of the 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 Owners thereof in accordance with the following provisions.

Section 2. **Assessments for Common Elements.** All costs incurred by the Association in satisfaction of any liability arising with, 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 receipt affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

**Section 3. Determination of Assessments.** Assessments shall be determined in accordance with the following provisions:

(a) **Budget.** The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which 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 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 annual payments as set forth in Section 4 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 Board of Directors, copies of the budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget, although the delivery of a copy of the budget to each Co-owner shall not affect or in any way diminish the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time determine, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, (2) to provide replacements of existing Common Elements, (3) to provide additions to the Common Elements not exceeding \$1,000.00 annually for the entire Condominium Project, or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors 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 Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or the members thereof.

(b) **Special Assessments.** Special assessments, in addition to those required in subparagraph (a) above, may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of a cost exceeding \$1,000.00 for the entire Condominium Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 6 hereof, or (3) 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 3(a) above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than 60% of all Co-owners in number and in value. 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 the members thereof.

**Section 4. Apportionment of Assessments and Penalty for Default.** Unless otherwise provided herein or in the Master Deed, 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 the percentage of value allocated to each Unit in Article V of the Master Deed, without increase or decrease for the existence of any rights to the use of Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with Article II, Section 3(a) above shall be payable by Co-owners in one installment, which is due and payable on January 1 of each year (or any other date which the board may determine at its discretion). In the initial year, the payment shall be prorated 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. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. A late charge of 1% per month shall be assessed automatically by the Association upon any assessments in default for five or more days until installment together with the applicable late charges is paid in full. Each Co-owner (whether 1 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. 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 attorneys' 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. 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 6. Enforcement.**

(a) **Remedies.** In addition to any other remedies available to the 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 7 days' 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 Association the unqualified right to elect to foreclose the lien securing payment of assessments either 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. 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 subject Unit.

(c) **Notices 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 10 days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address, of a written notice that 1 or more installments of the annual assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within 10 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 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 Register of Deeds in the county in which the Project is located prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the 10-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 attorneys' fees (not limited to statutory fees) and advances for taxes or other liens paid by the 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 7. Liability of Mortgagee.** Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit).

**Section 8. Developer's Responsibility for Assessments.** The Developer of the Condominium, although a member of the Association, shall not be responsible at any time for payment of the annual Association assessment. The Developer, however, shall at all times pay all expenses of maintaining the Units that it owns, including the improvements located thereon, together within a proportionate share of all current expenses of administration actually incurred by the Association from time to time, except expenses related to maintenance and use of the Units in the Project and of the improvements constructed within or appurtenant to the Units that are not owned by Developer. For purposes of the foregoing sentence, the Developer's proportionate share of such expenses shall be based upon the ratio of all Units owned by the Developer at the time the expense is incurred to the total number of Units then in the Project. In no event shall the Developer be responsible for payment of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments, except with respect to Units owned by it on which a completed building is located. For instance, the only expense presently contemplated that the Developer might be expected to pay is a pro rata share of snow removal and other road maintenance from time to time as well as a pro rata share of any administrative costs which the Association might incur from time to time. Any assessments levied by the Association against the Developer for other purposes shall be void without Developer's consent. 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. A "completed building" shall mean a building with respect to which a certificate of occupancy has been issued by the City of Flat Rock.

**Section 9. 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 10. Personal Property Tax Assessment of Association Property.** The 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 11. **Mechanic's Lien.** A mechanic's 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.

Section 12. **Statement as to Unpaid Assessments.** The purchaser of any Unit may request a statement of the 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 payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied, provided, however, that the failure of a purchaser to request such statement at least 5 days prior to the closing of the purchase of such Unit shall render any unpaid assessments and the lien securing same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record.

### ARTICLE III

#### ARBITRATION

Section 1. **Scope and Election.** Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between the Co-owners and the Association, 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 Association, 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.

Section 2. **Judicial Relief.** In the absence of the election and written consent of the parties pursuant to Section 1 above, no Co-owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

Section 3. **Election of Remedies.** Such election and written consent by Co-owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties

from litigating such dispute, claim or grievance in the courts.

## ARTICLE IV

### INSURANCE

Section 1. **Extent of Coverage.** The Association shall, to the extent appropriate in light of the nature of the General Common Elements of the Project, carry liability insurance, if applicable, and any other insurance the Association may deem applicable, desirable or necessary, pertinent to the ownership, use and maintenance of the Common Elements and administration of the Condominium Project. Each Co-owner shall be obligated and responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to the buildings and all other improvements constructed or to be constructed within the perimeter of his Condominium Unit and for his personal Property located therein or thereon or elsewhere on the Condominium Project. Each Co-owner also shall be obligated to obtain insurance coverage for his personal liability for occurrences within the perimeter of his Unit or the improvements located thereon, and also for any other personal insurance coverage that the Co-owner wishes to carry. The Association shall under no circumstances have any obligation to obtain any of the insurance coverage required to be carried by a Co-owner.

Section 2. **Indemnification.** Each individual Co-owner shall indemnify and hold harmless every other Co-owner, the Developer and the 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 2 shall not be construed to go give any insurer any subrogation right or other right or claim against any individual Co-owner, however.

Section 3. **Premium Expenses.** All premiums upon insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

## ARTICLE V

### RECONSTRUCTION OR REPAIR

Section 1. **Association Responsibility for Repair.** Immediately after a casualty causing damage to General Common Element, the Association shall obtain reliable and detailed estimates of the cost to replace 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 costs 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.

**Section 2. Timely Reconstruction and Repair.** If damage to the General Common Elements adversely affects the appearance or utility of the Project, the Association shall proceed with replacement of the damaged property without delay.

**Section 3. Co-owner's Responsibility.** Each Co-owner shall be responsible for all maintenance, repair and replacement required within his Unit.

**Section 4. Eminent Domain.** The following provisions shall control upon any taking by eminent domain:

(a) **Taking of Unit or Improvements Thereon.** In the event of any taking of an entire Unit or any improvements thereon 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, notwithstanding any provision of the Act to the contrary. After acceptance of such award by the Co-owner and his mortgagee, they shall be divested of all interest in the Condominium Project.

(b) **Taking of General Common Elements.** If there is any taking of any portion of the General Common Elements, 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 in number and in value shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

(c) **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 re-surveyed 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 effected by an officer of the Association duly authorized by the Board of Directors 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 Association shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

(e) **Applicability of the Act.** To the extent not inconsistent with the foregoing



provisions, Section 133 of the Act shall control upon any taking by eminent domain.

**Section 5. Priority of Mortgage Interests.** Nothing contained in the Condominium Documents shall be construed to give a Condominium Unit 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 Condominium Unit 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 residence purposes and the Common Elements shall be used only for purposes consistent with single-family residential use in accordance with the ordinances of the City of Flat Rock. No building of any kind shall be erected except private residences and structures ancillary thereto. Only one residence may be erected within any Unit.

#### 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 Board of Directors of the Association in the manner specified in subsection (b) below. With the exception of a lender in possession of a Unit following 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 6 months 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 in the Condominium in its discretion without approval by the Association.

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

(1) A Co-owner, including the Developer, desiring to rent or lease a Unit, shall disclose that fact in writing to the Association at least 10 days before presenting a lease form to a potential lessee of the Unit 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. If Developer desires to rent Units before the Transitional Control Date, it shall notify either the Advisory

Committee or each Co-owner in writing.

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

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

(i) The 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 Association that a violation has not occurred.

(iii) If after 15 days the 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 nonco-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or nonco-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 and for actual legal fees incurred by the Association in connection with legal proceedings hereunder.

(4) When a Co-owner is in arrears to the 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. The form of lease used by any Co-owner shall explicitly contain the foregoing provisions.

### Section 3. Architectural Control.

(a) No building, structure or other improvement shall be constructed within a Condominium Unit or elsewhere within the condominium Project, nor shall any exterior modification be made to any existing buildings, structure or improvement, unless plans and specifications therefor, containing such detail as the Developer may reasonably request, have first been approved in writing by the Developer. Construction of any building or other improvements must also receive any necessary approvals from the local public authority. Developer shall have the

right to refuse to approve any such construction plans 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 and specifications it shall have the right to take into consideration the suitability of the proposed structure, improvement, modification or landscaping, the site upon which it is proposed to be constructed and the degree of harmony thereof with the Condominium as a whole. 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 Association and upon all Co-owners. Developer's rights under this Article VI, Section 3 may, in Developer's discretion, be assigned to the Association or other successor to Developer. Developer may construct any improvements or effect any landscaping upon the Condominium Premises that it may, in its sole discretion, elect to make without the necessity of prior consent from the Association or any other person or entity, subject only to the express limitations contained in the Condominium Documents.

(b) All dwellings shall be constructed in accordance with a certain Planned Unit Development Agreement (as the same may be amended from time to time) with the City of Flat Rock. The Developer shall have the right in its sole discretion to amend the Planned Unit Development Agreement without the consent of any Co-owner in Preserves at Bradbury Park Condominium.

(c) No above-ground swimming pools shall be erected or maintained on any Unit.

(d) No fence or wall of any kind shall be erected or maintained on any Unit, except fences which shall be wrought iron or aluminum equivalent as approved by the Developer. All permitted fences shall be no larger than 4 feet in height and shall be black or brown in color. The Developer shall have the right to approve the size, design and location of all fences and shall have the right to standardize the design of any permitted fences.

(e) The size, color, style, location and other attributes of the mailbox for any residence shall be as specified by the Developer, in order to ensure consistency and uniformity within the Condominium. Developer may elect to supply mailboxes to the Owner which shall be paid for by the Owner. At the initial closing of any Unit, each Co-owner shall pay to the Developer or the Association 150% of the estimated cost of the mail box for the Co-owner's Unit to be held for the installation of such mail box.

(f) Upon the completion of a residence on each of the Units, the owner thereof (and the word "owner", as used in this connection, is intended to mean the party who purchases a residence from the builder thereof, and each subsequent purchaser thereof) shall cause all portions of the Unit to be finish-graded, seeded or sodded, and suitably landscaped on or before sixty (60) days after the completion of the dwelling, or by the next July 1 if the residence is completed between September 1 and May 1. All lawns and landscaping in the Condominium (including any berm and landscaping areas) shall be of an aesthetically pleasing nature and shall be continuously and properly well maintained at all times. No statues may be placed in the front yard of any dwelling. It is the purpose of this Article VI, Section 3(f) to cause the Condominium to develop into a beautiful,

harmonious, private residential area. Prior to the issuance of a certificate of occupancy for any residence (or by the next July 1 if a residence is completed between September 1 and May 1 of any year), the builder shall install the required number of trees as per the approved landscape plan on file with the City of Flat Rock. The owner of each Unit shall maintain the trees required by said landscape plan and shall be responsible for the replacement of any trees which die.

(b) Should any Owner fail to maintain the lawns, trees, berms, shrubbery, or other landscaping on his Unit in good order and repair in accordance with "good property management", then Developer or the Association may serve written notice upon the Owner setting forth the manner in which the Owner has so failed. In the event that the deficiency of maintenance, repair, or replacement stated in such notice is not cured within fifteen (15) days following the date of such notice, Developer or the Association, as the case may be, shall be authorized and permitted to enter the Unit for the purpose of curing the deficiency. If, following the cure of the deficiency, the deficiency reoccurs and persists, Developer or the Association, as the case may be, shall be authorized and permitted to enter the Unit as often as is reasonably required for the purpose of continually maintaining in good order and repair the lawns, trees, berms, shrubbery, and other landscaping on the Unit, which right of Developer or Association shall continue until such time as Developer or the Association reasonably shall determine that the Owner of the deficient Unit is willing and able to reassume the maintenance responsibility.

The cost incurred by Developer or the Association for such maintenance, repair, and replacement, plus an administrative fee equal to twenty percent (20%) of such cost, shall be due and payable by the Owner of such Unit to Developer or the Association, as the case may be, within ten (10) days following such date as Developer or the Association sends the Owner a bill therefor. If the amount billed is not paid within such ten (10) day period, the unpaid amount shall be a charge on the Unit, shall be a continuing lien upon the Unit, and shall be treated as an additional assessment against the Unit subject to treatment in accordance with the provisions of these Bylaws controlling and affecting such assessments. Upon the completion of a residence on any of the Units the owner thereof, (and the word "owner", as used in this connection, is intended to mean the party who purchase a residence from the builder thereof, and each subsequent purchaser), shall cause the Unit owned by him to be finish-graded and seeded or sodded and suitably landscaped as soon after the completion of construction as weather permits. All landscaping and lawns shall be well-maintained at all times.

(g) Standard for Developer's Approvals; Exculpation from Liability. In reviewing and passing upon the plans, drawings, specifications, submissions and other matters to be approved or waived by the Developer under this Section, the Developer intends to ensure that the dwellings and other features embodied or reflected therein meet the requirements set forth in this Section; however, the Developer reserves the right to waive or modify such restrictions or requirements pursuant to paragraph (h) of this Section. In addition to ensuring that all dwellings comply with the requirements and restrictions of this Section 3, the Developer (or the Association, to the extent approval powers are assigned to it by the Developer) shall have the right to base its approval or disapproval of any plans, designs, specifications, submissions or other matters on such other factors,

including completely aesthetic considerations, as the Developer (or the Association) in its sole discretion may determine appropriate or pertinent. The Developer currently intends to take into account the preservation of trees and of the natural setting of the Condominium in passing upon plans, designs, drawings, specifications and other submissions. Except as otherwise expressly provided herein, the Developer or the Association, as the case may be, shall be deemed to have the broadest discretion in determining what dwellings or other structures will enhance the aesthetic beauty and desirability of the Condominium, or otherwise further or be consistent with the purposes for any restrictions. In no event shall either the Developer (or the agents, officers, employees or consultants thereof), or the Association have any liability whatsoever to anyone for any act or omission contemplated herein, including without limitation the approval or disapproval of plans, drawings, specifications, elevations of the dwellings or other structures subject thereto, whether such alleged liability is based on negligence, tort, express or implied contract, fiduciary duty or otherwise. By way of example, neither the Developer nor member of the Association shall have liability to anyone for approval of plans, specifications, structures or the like which are not in conformity with the provisions of this Section 3 or any other provision contained in the Condominium Documents, or for disapproving plans, specifications, structures or the like which arguably are in conformity with the provisions hereof. In no event shall any party have the right to impose liability on, or otherwise contest judicially, the Developer or any other person for any decision of the Developer (or alleged failure of the Developer to make a decision) relative to the approval or disapproval of a structure or any aspect or other matter as to which the Developer reserves the right to approve or waive under this Master Deed. The approval of the Developer (or the Association, as the case may be) of a building, structure, improvement or other matter shall not be construed as a representative or warranty that the structure or matter is properly designed or that it is conformity with the ordinances or other requirements of the City of Flat Rock or any other governmental authority. Any obligation or duty to ascertain any such non-conformities, or to advise the Owner or any other person of the same (even if known), is hereby disclaimed.

(h) Developer's Right to Waive or Amend Restrictions. Notwithstanding anything herein to the contrary, the Developer reserves the right to approve any structure or activities otherwise prescribed or prohibited hereunder, or to waive any restriction or requirement provided for in this Section 3, if in the Developer's sole discretion such is appropriate in order to maintain the atmosphere, architectural harmony, appearance and value of the Condominium and the Units therein, or to relieve the Owner of a Unit or a contractor from any undue hardship or expense. In no event, however, shall the Developer be deemed to have waived or be estopped from asserting its right to require strict and full compliance with all the restrictions sent forth herein, unless the Developer indicates its intent and agreement to do so in writing and, in the case of an approval of nonconforming structures, the requirements of paragraph (a) of this Section are met.

Section 4. **Pets.** No animals, including household pets, except 2 dogs or 2 cats or any combination of 2 such animals, shall be maintained by any Co-owner unless specifically approved in writing by the Association which consent, if given, shall be revocable at any time for infraction of the rules with respect to animals. No animal may be kept or bred for any commercial purpose and 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 by some responsible person while on the Common Elements, Limited or General. 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 which the Association may sustain as the result of the presence of such animal on the premises, whether or not the Association has given its permission therefor. No dog kennels or dog runs shall be allowed.

**Section 6. Aesthetics.** The Common Elements shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. No exterior radio, television aerial, antenna, satellite dish or other reception or transmission device shall be constructed, altered or maintained on any Unit without the prior written consent of Developer, which the Developer may withhold in its sole discretion. Satellite dishes shall be 18 inches in diameter or less and attached to the sides or rear of the dwelling.

**Section 6. Vehicles.** No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, motorcycles, all terrain vehicles, snowmobiles, snowmobile trailers or vehicles, other than automobiles or vehicles used primarily for general personal transportation use, may be parked or stored upon the premises of the Condominium, unless in garages or approved outbuildings. Passenger vehicles shall be parked in garages to the maximum extent possible. Garage doors shall be kept closed when not in use. No inoperable vehicles of any type may be brought or stored upon the Condominium Premises either temporarily or permanently. 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.

**Section 7. 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, without written permission from the Association and, during the Development and Sales Period, from the Developer.

**Section 8. Rules and Regulations.** It is intended that the Board of Directors of the 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 any Board of Directors of the Association, including the first Board of Directors (or its successors) prior to the Transitional Control Date. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-owners. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than 50% of the Co-owners in number and value, except that the Co-owners may not revoke any regulation or amendment prior to the First Annual Meeting of the entire Association.

**Section 9. Common Element Maintenance.** Sidewalks, if any, yards, landscaped areas, driveways and roads shall not be obstructed nor shall they be used for purposes other than 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 10. Co-owner Maintenance.** Each Co-owner shall maintain his Unit 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 Unit which are appurtenant to or which may affect any other Unit. 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. Reserved Rights of Developer.**

(a) **Developer's Rights In Furtherance of Development and Sales.** None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Development and Sales Period or of the Association in furtherance of its powers and purposes set forth herein and in the Articles of Incorporation, as the same may be amended from time to time. 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 enable development and sale of the entire Project by Developer, and may continue to do so during the entire Development and Sales Period. Developer shall restore the areas so utilized to habitable status upon termination of use.

(b) **Enforcement of Bylaws.** The Developer shall have the right to enforce these Bylaws throughout the Development and Sales Period notwithstanding that it may no longer own a Unit in the Condominium which right of enforcement may include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws.

(c) **Prior approval by Developer.** During the Development and Sales Period, no buildings, 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 improvements 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, a copy of said plans and specifications, as finally approved,

lodged permanently with the Developer. The 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. 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 Association and upon all Co-owners.

## 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.

## ARTICLE VIII

### VOTING

Section 1. **Vote.** Except as limited in these Bylaws, each Co-owner shall be entitled to one vote for each Condominium Unit owned when voting by number and one vote, the value of which shall equal the total of the percentages allocated to the Unit owned by such Co-owner as set forth in Article V of the Master Deed, when voting by value. Voting shall be by value except in those instances when voting is specifically required to be both in value and in number.

Section 2. **Eligibility to Vote.** No Co-owner, other than the Developer, shall be entitled to



vote at any meeting of the 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 IX. 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 vote for each Unit which it owns.

**Section 3. Designation of Voting Representative.** Each Co-owner shall file a written notice with the 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 individual representative designated may be changed by the Co-owner 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 in number and in value qualified to vote shall constitute a quorum for holding a meeting of the members of the 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 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% in value of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth and may require such majority to be one of both number and value 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 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 Board of Directors. Meetings of the Association shall be conducted in accordance with Sturgis' Code of Parliamentary Procedure, Roberts Rules of Order or some 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 Association may be convened only by Developer and may be called at any time after more than 50% in number of the Units in the Project (determined with reference to the recorded Consolidating Master Deed) have been sold 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 nondeveloper Co-owners of 75% in number 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 Board of Directors, 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 which the Developer is permitted, under the Condominium Documents as may be amended, to include in the Condominium.

Section 3. **Annual Meetings.** Annual meetings of members of the Association shall be held on the second Tuesday 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 Board of Directors. 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 Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. **Notice of Meetings.** It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as of 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 inspector of elections (at annual meetings or special meetings held for purpose of election of Directors or officers); (g) election of Directors (at annual meeting or special meetings held for such purpose); (h) unfinished business; and (i) new business. Meeting of members shall be chaired by the most senior officer of the 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 be 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 or 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 2 non-developer Co-owners. The Committee shall be established and perpetuated in any manner the Developer deems advisable, except that, if more than 50% in number and in value of the non-developer Co-owners petition the Board of Directors for an election to select the Advisory Committee, then an election for such purpose shall be held. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the non-developer Co-owners and to aid 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 who has not been elected thereto by the Co-owners.

## ARTICLE XI

### BOARD OF DIRECTORS

**Section 1. Number and Qualification of Directors.** The Board of Directors shall initially be comprised of 3 members and shall continue to be so comprised until enlarged to 5 members in accordance with the provisions of Section 2 hereof. Thereafter, the affairs of the Association shall be governed by a Board of 5 Directors all of whom must be members of the Association, except for the first Board of Directors, or its successors as selected by the Developer. Directors' compensation, if any, shall be set by the affirmative vote of 60% of all Co-owners. Directors of the Association who serve prior to the Transitional Control Date shall receive no compensation.

#### **Section 2. Election of Directors.**

(a) **First Board of Directors.** The first Board of Directors or its successors as selected by the Developer, shall be composed of 3 persons and such first Board of Directors or its successors as selected by the Developer shall manage the affairs of the Association until the ap-

pointment of the first non-developer Co-owners to the Board. Immediately prior to the appointment of the first non-developer Co-owners to be Board, the Board shall be increased in size from 3 persons to 5 persons. 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% in number of the Units that may be created, 1 of the 5 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% in number of the Units that may be created, 2 of the 5 Directors shall be elected by non-developer Co-owners. When the required percentage levels of conveyance have been reached, the Developer shall notify the non-developer Co-owners and request that they hold a meeting and 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% in number 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 1 Director as long as the Units that remain to be created and sold equal at least 10% of all Units that may be created in the Project. 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 elapse 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 all assessments 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 1 member as provided in subsection (j).

(iv) At the First Annual Meeting 3 Directors shall be elected for a term of 2 years and 2 Directors shall be elected for a term of 1 year. At such meeting all nominees shall stand for election as 1 slate and the 3 persons receiving the highest number of votes shall be elected for a term of 2 years and the 2 persons receiving the next highest number of votes shall be elected for a term of 1 year. At each annual meeting held thereafter, either 2 or 3 Directors shall be elected depending upon the number of Directors whose terms expire. After the First Annual Meeting, the term of office (except for 2 of the Directors elected at the First Annual Meeting) of each Director shall be 2 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 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.

**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 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 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 business 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 in number and in value.

(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.

**Section 5. Management Agent.** The Board of Directors 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.

**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 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 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 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% in number and in value 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-owner 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 10 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 10 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 3 days' 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 meetings 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 notice shall be required and any business may be transacted at such meeting.

**Section 12. Adjournment.** 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, there be less than a quorum present, the majority of those present may adjourn the meeting to a subsequent time upon 24 hours' 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 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 Board of Directors shall require that all officers and 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 Association shall be a President, who shall be a member of the Board of Directors, a Vice President, a Secretary and a Treasurer. The Directors may appoint an Assistant Treasurer, and an Assistant Secretary, 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 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 keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the 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 Association 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 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 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 Association shall keep detailed books of account showing all expenditures and receipts of administration 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 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 Association shall be initially deposited in such bank or savings association as may 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 Board of Directors 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

Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled. At least 10 days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof. Further, the Board of Directors is authorized to carry officers' and directors' liability insurance covering acts of the officers and directors of the Association in such amounts as it shall deem appropriate.

## ARTICLE XVI

### AMENDMENTS

Section 1. **Proposal.** Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or may be proposed by 1/3 or more in number of the Co-owners by instrument in writing signed by them.

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 meeting or a special meeting called for such purpose by an affirmative vote of not less than 66-2/3% of all Co-owners in number and in value. 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 66-2/3% of mortgagees shall be required with each mortgagee to have one vote for each mortgage held.

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 County Register of Deeds.

Section 6. **Binding.** A copy of each amendment to the Bylaws shall be furnished to every member of the 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.

## ARTICLE XVII

### COMPLIANCE

The Association of Co-owners and all present or future Co-owners, tenants, future tenants, or any other persons acquiring an interest in or using the facilities of 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 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 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, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' 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 attorneys' fees.

**Section 3. Removal and Abatement.** The violation of any of the provisions of the Condominium Documents shall also give the 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 and the improvements thereon, 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 Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless in accordance with the provisions of Article XX of these Bylaws.

**Section 5. Non-waiver of Right.** The failure of the Association 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 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 Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants or conditions of the 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 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.

## ARTICLE XX

### ASSESSMENT OF FINES

Section 1. **General.** The violation by any Co-owner, occupant 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 Association, acting through its duly constituted Board of Directors, 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 Board, the following procedures will be followed:

(a) **Notice.** Notice of 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 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 Board and offer the evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting, but in no event shall the Co-owner be required to appear less than 10 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 Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board'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 Board 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.

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 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 XIX 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 Association. 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 consent to the acceptance of such powers and rights and such assignee or transferee thereupon have the same rights and powers as herein given and reserved to the Developer. Any rights and powers reserved or retained by Developer or its successors shall expire and 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 expiration and termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is concerned, only to 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 and expiration 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.

## ARTICLE XXIII

### LITIGATION

Section 1. **General.** The requirements of this Article XXIII shall govern the Association's commencement and conduct of any civil action except for actions to enforce the Bylaws of the Association or collect delinquent assessments. The requirements of this Article XXIII will ensure that the members of the Association are fully informed regarding the prospects 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 cost of litigation and the risk of improvident litigation, and in order to avoid the waste of the Association's assets in litigation where reasonable and prudent alternatives to the litigation exist. Each member of the Association shall have standing to sue to enforce the requirements of this Article XXIII. The following procedures and requirements apply to the Association's commencement of any civil action other than in action to enforce the Bylaws of the Association or collect delinquent assessments:

(a) The Association's Board of Directors ("Board") shall be responsible in the first instance for recommending to the members that a civil action be filed, and supervising and directing any civil actions that are filed.

(b) Before an attorney is engaged for purposes of filing a civil action on behalf of the Association, the Board shall call a special meeting of the members of the Association ("litigation evaluation meeting") for the express purpose of evaluating the merits of the proposed civil action. The written notice to the members of the date, time and place of the litigation evaluation meeting shall be sent to all members not less than twenty (20) days before the date of the meeting and shall include the following information copied onto 8 1/2" x 11" paper:

(1) A certified resolution of the Board setting forth in detail the concerns of the Board giving rise to the need to file a civil action and further certifying that:

(i) It is in the best interest of the Association to file a lawsuit;

(ii) That at least one Board member has personally made a good faith effort to negotiate a settlement with the putative defendant(s) on behalf of the Association without success;

(iii) Litigation is the only prudent, feasible and reasonable alternative;

and



(iv) The Board's proposed attorney for the civil action is of the written opinion that litigation is the Association's most reasonable and prudent alternative.

(c) A written summary of the relevant experience of the attorney ("litigation attorney") the Board recommends be retained to represent the Association in the proposed civil action, including the following information:

- (1) The number of years the litigation attorney has practiced law; and
- (2) The name and address of every condominium and/or homeowner association for which the attorney has filed a civil action in any court, together with the case number, county and court in which each civil action was filed.
- (3) The litigation attorney's written estimate of the amount of the Association's likely recovery in the proposed lawsuit, net of legal fees, court costs, expert witness fees and all other expenses expected to be incurred in the litigation.
- (4) The litigation attorney's written estimate of the cost of the civil action through a trial on the merits of the case ("total estimated cost"). The total estimated cost of the civil action shall include the litigation attorney's expected fees, court costs, expert witness fees, and all other expenses expected to be incurred in the civil action.
- (5) The litigation attorney's proposed written fee agreement.
- (6) The amount to be specially assessed against each Unit in the Condominium to fund the estimated cost of the civil action both in total and on a monthly per Unit basis, as required by subparagraph (f) of this Article XXIII.

(c) If the lawsuit relates to the condition of any of the Common Elements, the Board 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 required by the preceding sentence, the Board shall conduct its own investigation as to the qualifications of any expert and shall not retain any expert recommended by the litigation attorney or any other attorney with whom the Board 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 members of the Association have a realistic appraisal of the condition of the Common Elements, the likely cost of repairs to the replacement of the same, and the reasonable and prudent repair and replacement alternatives. The independent expert opinion shall be sent to all members with the written notice of the litigation evaluation meeting.

(d) The Association shall have a written fee agreement with the litigation attorney,

and any other attorney retained to handle the proposed civil action. The Association shall not enter into any fee agreement that is a combination of the retained attorney's hourly rate and a contingent fee agreement unless the existence of the agreement is disclosed to the members in the text of the Association's written notice to the members of the litigation evaluation meeting.

(e) At the litigation evaluation meeting the members shall vote on whether to authorize the Board to proceed with the proposed civil action and whether the matter should be handled by the litigation attorney. The commencement of any civil action by the Association (other than a suit to enforce the Association Bylaws or collect delinquent assessments) shall require the approval of two-thirds majority in number and in value. Any proxies to be voted at the litigation evaluation meeting must be signed at least seven (7) days prior to the litigation evaluation meeting.

(f) All legal fees incurred in pursuit of any civil action that is subject to this Article XXIII shall be paid by special assessment of the members of the Association ("litigation special assessment"). The litigation special assessment shall be approved at the litigation evaluation meeting (or at any subsequent duly called and noticed meeting) by a majority in number and in value of all members of the Association in the amount of the estimated total cost of the civil action. If the litigation attorney proposed by the Board is not retained, the litigation special assessment shall be in an amount equal to the retained attorney's estimated total cost of the civil action, as estimated by the attorney actually retained by the Association. The litigation special assessment shall be apportioned to the members in accordance with their respective percentage of the value interests in the Condominium and shall be collected from the members on a monthly basis. The total amount of the litigation special assessment shall be collected monthly over a period not to exceed twenty-four (24) months.

(g) During the course of any civil action authorized by the members pursuant to this Article XXIII, the retained attorney shall submit a written report ("attorney's written report") to the Board every thirty (30) days setting forth:

(1) The attorney's fee, the fees of any experts retained by the attorney, and all other costs of the litigation during the thirty (30) days period immediately preceding the date of the attorney's written report ("reporting period").

(2) Actions taken in the civil action during the reporting period, together with copies of all pleadings, court papers and correspondence filed with the court or sent to opposing counsel during the reporting period.

(3) A detailed description of all discussions with opposing counsel during the reporting period, written and oral, including but not limited to, settlement discussions.

(4) The costs incurred in the civil action through the date of the written report, as compared to the attorney's estimated total cost of the civil action.

accurate. (5) Whether the originally estimated total cost of the civil action remains

review: (h) The Board shall meet monthly during the course of any civil action to discuss and

(1) The status of the litigation.

(2) The status of settlement efforts, if any.

(3) The attorney's written report.

(i) If at any time during the course of a civil action, the Board determines that the originally estimated total cost of the civil action or any revisions thereof is inaccurate, the Board shall immediately prepare a revised estimate of the total cost of the civil action. If the revised estimate exceeds the litigation special assessment previously approved by the members, the Board shall call a special meeting of the members to review the status of the litigation, and to allow the members 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 a litigation evaluation meeting.

(j) The attorneys' fees, court costs, expert witness fees and all other expenses of any civil action subject to this Article XXIII ("litigation expenses") shall be fully disclosed to members in the Association's annual budget. The litigation expenses for each civil action subject to this Article XXIII shall be listed as a separate line item captioned "litigation expenses" in the Association's annual budget.

(k) This Article XXIII may be amended, altered or repealed by a vote of not less than 66-2/3% of all members of the Association.

LI-44009

Pr-188

# WAYNE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 897

## EXHIBIT "B" TO THE MASTER DEED OF PRESERVES AT BRADBURY PARK CONDOMINIUM

### CITY OF FLAT ROCK, WAYNE COUNTY, MICHIGAN

**DESCRIPTION**

LOTS 10, 11, 12, 16, PART OF LOTS 13, 14, 15, AND LOT 17 EXCEPT THE NORTH 250.00 FEET OF LOT 17 OF CHAPMAN FARMS SUB. NO. 1 AS RECORDED IN LIBER 68 OF THE PLATS, PAGE 28 WAYNE COUNTY RECORDS, PART OF THE PLATS, PAGE 28 WAYNE COUNTY RECORDS, PART OF HALF OF SECTION 4 AND PART OF THE EAST CITY OF FLAT ROCK, TOWN 3 SOUTH, RANGE 10 EAST, DESCRIBED AS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 4, THENCE SOUTH 89 DEGREES 34 MINUTES 47 SECONDS EAST 250.66 FEET ALONG THE NORTH LINE OF SECTION 4 TO THE SOUTHWEST CORNER OF SECTION 3, TOWN 4 NORTH, RANGE 10 EAST; THENCE NORTH 90 DEGREES 00 MINUTES 50 SECONDS EAST 33.03 FEET ALONG THE NORTH LINE OF SECTION 4; THENCE SOUTH 00 DEGREES 23 MINUTES 50 SECONDS WEST 60.00 FEET TO SOUTH LINE OF GIBRALTER ROAD (72.00 FEET WIDE); AND THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 54 MINUTES 54 SECONDS EAST 25.94 FEET ALONG THE SOUTH LINE OF GIBRALTER ROAD TO THE NORTHEAST CORNER OF LOT 16 OF CHAPMAN FARMS SUBDIVISION NO. 1, AS RECORDED IN LIBER 68 OF PLATS, PAGE 38, WAYNE COUNTY RECORDS; THENCE SOUTH 00 DEGREES 40 MINUTES 29 SECONDS WEST 893.04 FEET ALONG THE EAST LINE OF LOT 16 OF CHAPMAN FARMS SUBDIVISION NO. 1 TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 29 SECONDS WEST 893.04 FEET ALONG THE WEST LINE OF LOT 16 OF CHAPMAN FARMS SUBDIVISION NO. 1 TO THE WEST LINE OF LOT 13 OF CHAPMAN FARMS SUBDIVISION NO. 1; THENCE NORTH 00 DEGREES 40 MINUTES 28 SECONDS WEST 333.02 FEET ALONG THE WEST LINE OF LOT 13 OF

**SHEET INDEX:**

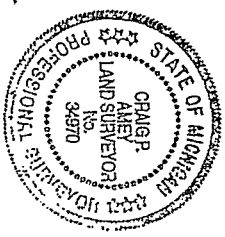
1	COVER SHEET
2	DESCRIPTION (CON'D)
3	DESCRIPTION (CON'D)
4	DESCRIPTION (CON'D)
5	OVERALL PLAN
6	SURVEY PLAN
7	SURVEY PLAN
8	SURVEY PLAN
9	SURVEY PLAN
10	SURVEY PLAN
11	SURVEY PLAN
12	SURVEY PLAN
13	SURVEY PLAN
14	SURVEY PLAN
15	SURVEY PLAN
16	SURVEY PLAN
17	SURVEY PLAN
18	SURVEY PLAN
19	SURVEY PLAN
20	SURVEY PLAN
21	SURVEY PLAN
22	SURVEY PLAN
23	SURVEY PLAN
24	SURVEY PLAN
25	SURVEY PLAN
26	SURVEY PLAN
27	SURVEY PLAN
28	SURVEY PLAN
29	SURVEY PLAN
30	SURVEY PLAN
31	SURVEY PLAN
32	SURVEY PLAN
33	SURVEY PLAN
34	SURVEY PLAN
35	SURVEY PLAN
36	SURVEY PLAN

**DEVELOPER:**  
THE PRESERVES AT BRADBURY PARK LLC  
42822 GARFIELD ROAD  
CLINTON TOWNSHIP, MICHIGAN 48038

**SURVEYOR:**  
ANDERSON, ECKSTEIN AND WESTRICK INC.  
51301 SCHOENHERR ROAD  
SHELBY TOWNSHIP, MICHIGAN 48315

**EXAMINER:**  
DATE FEB 09 2006  
BY SSK


**NORMAN C. DUPUIE**  
PLAT ENGINEER

ALTHOUGH EXAMINER, RECORDS OF OFFICE, THE CONDOMINIUM SUBDIVISION PLAN NUMBER, MUST BE ASSIGNED IN ORDER TO BE RECORDED, THE MASTER DEED HAS BEEN ASSIGNED TO THIS PROJECT, IT IS NOT NECESSARY TO ASSIGN A SHEET NUMBER TO EACH AND THE SURVEYOR'S COMPANILE SHEET 1.

**OWNER PRESERVES AT BRADBURY PARK, LLC**

DATE PREPARED BY	DATE CHECKED BY
01/02/2005/SSK-01	01/02/2005/SSK-01
PROJECT NO.	DATE
44-014	01/02/2005
DATE	DATE
KAP	CPA



**ANDERSON, ECKSTEIN AND WESTRICK, INC.**  
Civil Engineers • Surveyors • Architects  
3100 Eisenhower Blvd., Shelby Township, Michigan 48165  
Phone 866-720-4234 Fax 866-720-8780

**PRESERVES AT BRADBURY PARK CONDOMINIUM**  
COVER SHEET  
PROPOSED  
DECEMBER 9, 2005

<input type="checkbox"/> MUST BE BUILT	SHEET NO.
<input type="checkbox"/> NEED NOT BE BUILT	1
<input type="checkbox"/> SEE DRAWING	

© COPYRIGHT, 2005, ANDERSON, ECKSTEIN AND WESTRICK, INC.

CHADWYK FARMS SUBDIVISION NO. 1; THENCE SOUTH 89 DEGREES 58 MINUTES 54 SECONDS EAST 180.33 FEET; THENCE NORTH 40 DEGREES 40 MINUTES 25 SECONDS EAST 8.63 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 829.63 FEET TO THE EAST LINE OF LOT 107 SECONDS EAST 829.63 FEET TO THE EAST AND THE WEST LINE OF PEBBLE FARMS SUBDIVISION AS RECORDED IN UBER 95 OF PLATS PARK SUBDIVISION, WYBE COUNTY RECORDS; THENCE ALONG THE WEST SIDE OF PEBBLE BROOK SUBDIVISION THE FOLLOWING THREE (3) COURSES: SOUTH 00 DEGREES 40 MINUTES 30 SECONDS WEST 934.14 FEET, SOUTH 89 DEGREES 20 MINUTES 00 SECONDS EAST 30.82 FEET AND SOUTH 00 DEGREES 00 MINUTES 33 SECONDS WEST 309.14 FEET TO THE NORTH COURSE; SOUTH 25 DEGREES 45 MINUTES 00 SECONDS WEST 250.00 FEET; THENCE NORTH 120.30 FEET; THENCE NORTHERLY ALONG AN ADJUTANT CURVE CONCAVE TO THE WEST HAVING A CENTRAL ANGLE OF 18 DEGREES 22 MINUTES 34 SECONDS, A RADIUS OF 569.00 FEET, AN ARC DISTANCE OF 179.61 FEET AND WHOSE CHORD IS NORTH 13 DEGREES 08 MINUTES 38 SECONDS WEST 178.84 FEET; THENCE NORTH 22 DEGREES 17 MINUTES 55 SECONDS WEST 232.82 FEET; THENCE NORTHERLY ALONG A TANGENT CURVE CONCAVE TO THE WEST HAVING A CENTRAL ANGLE OF 4 DEGREES 48 MINUTES 54 SECONDS, A RADIUS OF 580.00 FEET, AN ARC DISTANCE OF 47.07 FEET; THENCE WEST 47.06 FEET; THENCE NORTH-EASTERLY ALONG A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A CENTRAL ANGLE OF 57 DEGREES 12 MINUTES 04 SECONDS, A RADIUS OF 260.00 FEET, AN ARC DISTANCE OF 739.37 FEET AND WHOSE CHORD IS NORTH 08 DEGREES 47 MINUTES 23 SECONDS EAST 248.92 FEET; THENCE NORTH 02 DEGREES 48 MINUTES 21 SECONDS EAST 235.16 FEET; THENCE SOUTH 21 DEGREES 18 DEGREES 00 MINUTES 00 SECONDS, A RADIUS OF 225.00 FEET, AN ARC DISTANCE OF 706.86 FEET AND WHOSE CHORD IS NORTH 89 DEGREES 18 MINUTES 38 SECONDS WEST 450.00 FEET; THENCE SOUTH 21 DEGREES 18 DEGREES 00 MINUTES 00 SECONDS WEST 97.74 FEET; THENCE SOUTH 21 DEGREES 18 DEGREES 00 MINUTES 00 SECONDS WEST 450.00 FEET; THENCE SOUTH 21 DEGREES 18 DEGREES 00 MINUTES 00 SECONDS WEST 97.74 FEET; THENCE SOUTH 09 DEGREES 57 MINUTES 52 SECONDS WEST 64.47 FEET; THENCE SOUTH 19 DEGREES 14 MINUTES 24 SECONDS WEST 14.63 FEET; THENCE WESTERLY ALONG A NON-TANGENT CURVE CONCAVE TO THE SOUTH HAVING A CENTRAL ANGLE OF 15 DEGREES 48 MINUTES 18 SECONDS, A RADIUS OF 590.00 FEET, AN ARC DISTANCE OF 154.15 FEET AND WHOSE CHORD IS NORTH 81 FEET; THENCE NORTH 89 DEGREES 36 MINUTES 10 SECONDS

WEST 234.76 FEET; THENCE NORTH 00 DEGREES 23 MINUTES 50 SECONDS EAST 747.09 FEET TO THE POINT OF BEGINNING. ALSO, COMMENCING AT THE NORTHWEST CORNER OF SECTION 4; THENCE SOUTH 00 DEGREES 39 MINUTES 33 SECONDS WEST 844.10 FEET ALONG THE WEST LINE OF SECTION 4; THENCE SOUTH 89 DEGREES 20 MINUTES 27 SECONDS EAST 731.32 FEET TO THE POINT OF BEGINNING; THENCE NORTH 19 DEGREES 14 MINUTES 24 SECONDS WEST 14.63 FEET; THENCE NORTHERLY ALONG A TANGENT CURVE CONCAVE TO THE WEST HAVING A CENTRAL ANGLE OF 18 DEGREES 22 MINUTES 34 SECONDS, A RADIUS OF 569.00 FEET, AN ARC DISTANCE OF 84.18 FEET AND WHOSE CHORD IS NORTH 09 DEGREES 57 MINUTES 52 SECONDS EAST 83.61 FEET; THENCE NORTH 00 DEGREES 41 MINUTES 21 SECONDS EAST 97.74 FEET; THENCE ALONG A TANGENT CURVE CONCAVE TO THE SOUTH HAVING A CENTRAL ANGLE OF 165 DEGREES 40 MINUTES 00 SECONDS, A RADIUS OF 156.00 FEET AND WHOSE CHORD IS SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 130.00 FEET; THENCE SOUTH 41 MINUTES 21 SECONDS WEST 235.16 FEET; THENCE SOUTHWESTERLY ALONG A TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A CENTRAL ANGLE OF 55 DEGREES 37 MINUTES 28 SECONDS, A RADIUS OF 200.00 FEET, AN ARC DISTANCE OF 197.66 FEET AND WHOSE CHORD IS SOUTH 28 DEGREES 00 MINUTES 05 SECONDS WEST 80.00 FEET; THENCE NORTHWESTERLY ALONG A NON-TANGENT CURVE CONCAVE TO THE WEST HAVING A CENTRAL ANGLE OF 54 DEGREES 50 MINUTES 42 SECONDS, A RADIUS OF 560.00 FEET, AN ARC DISTANCE OF 336.50 FEET AND WHOSE CHORD IS NORTH 50 DEGREES 28 MINUTES 30 SECONDS WEST 331.46 FEET TO THE POINT OF BEGINNING. ALSO, COMMENCING AT THE NORTHWEST CORNER OF SECTION 4; THENCE SOUTH 00 DEGREES 39 MINUTES 33 SECONDS WEST 844.10 FEET ALONG THE WEST LINE OF SECTION 4; THENCE SOUTH 89 DEGREES 20 MINUTES 27 SECONDS EAST 731.32 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 36 MINUTES 10 SECONDS WEST 234.76 FEET; THENCE SOUTH-EASTERLY ALONG A TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A CENTRAL ANGLE OF 67 DEGREES 18 MINUTES 38 SECONDS, A RADIUS OF 590.00 FEET, AN ARC DISTANCE OF 597.24 FEET AND WHOSE CHORD IS SOUTH 15 DEGREES 48 MINUTES 18 SECONDS EAST 384.15 FEET; THENCE SOUTH 22 DEGREES 18 MINUTES 33 SECONDS EAST 232.82 FEET; THENCE SOUTHERLY ALONG A TANGENT CURVE CONCAVE TO THE WEST HAVING A CENTRAL ANGLE OF 17 DEGREES 56 MINUTES 21 SECONDS, A RADIUS OF 590.00 FEET, AN ARC DISTANCE OF 186.53 FEET AND WHOSE CHORD IS SOUTH 13 DEGREES 19 MINUTES 44 SECONDS EAST 155.91 FEET; THENCE WESTERLY ALONG A NON-TANGENT CURVE

CONCAVE TO THE SOUTH HAVING A CENTRAL ANGLE OF 18 DEGREES 04 MINUTES 18 SECONDS, A RADIUS OF 569.00 FEET AND WHOSE CHORD IS NORTH 00 DEGREES 50 MINUTES 00 SECONDS EAST 189.20 FEET AND WHOSE CHORD IS SOUTH 00 DEGREES 39 MINUTES 33 SECONDS WEST 197.89 FEET; THENCE SOUTH 89 DEGREES 26 MINUTES 21 SECONDS WEST 44.8 FEET; THENCE NORTH 24 DEGREES 49 MINUTES 48 SECONDS WEST 40.71 FEET; THENCE NORTHERLY ALONG A NON-TANGENT CURVE CONCAVE TO THE EAST HAVING A CENTRAL ANGLE OF 36 DEGREES 22 MINUTES 58 SECONDS, A RADIUS OF 185.00 FEET, AN ARC DISTANCE OF 232.82 FEET AND WHOSE CHORD IS NORTH 08 DEGREES 24 MINUTES 33 SECONDS WEST 121.73 FEET; THENCE NORTHERLY ALONG A TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A CENTRAL ANGLE OF 16 DEGREES 37 MINUTES 03 SECONDS, A RADIUS OF 364.00 FEET, AN ARC DISTANCE OF 829.81 FEET AND WHOSE CHORD IS NORTH 55 DEGREES 28 MINUTES 53 SECONDS WEST 661.44 FEET; THENCE NORTHWESTERLY ALONG A NON-TANGENT CURVE CONCAVE TO THE EAST HAVING A CENTRAL ANGLE OF 28 DEGREES 48 MINUTES 08 SECONDS, A RADIUS OF 417.00 FEET, AN ARC DISTANCE OF 187.31 FEET AND WHOSE CHORD IS NORTH 15 DEGREES 50 MINUTES 43 SECONDS WEST 187.31 FEET; THENCE NORTH 00 DEGREES 41 MINUTES 21 SECONDS EAST 5.89 FEET TO THE POINT OF BEGINNING. ALSO, COMMENCING AT THE NORTHWEST CORNER OF SECTION 4; THENCE SOUTH 00 DEGREES 39 MINUTES 33 SECONDS WEST 844.10 FEET ALONG THE WEST LINE OF SECTION 4; THENCE SOUTH 89 DEGREES 20 MINUTES 27 SECONDS EAST 731.32 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 36 MINUTES 10 SECONDS WEST 234.76 FEET; THENCE SOUTH-EASTERLY ALONG A TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A CENTRAL ANGLE OF 17 DEGREES 56 MINUTES 21 SECONDS, A RADIUS OF 570.00 FEET, AN ARC DISTANCE OF 178.48 FEET AND WHOSE CHORD IS NORTH 78 DEGREES 24 MINUTES 35 SECONDS EAST 177.75 FEET; THENCE SOUTH 00 DEGREES 22 MINUTES 44 SECONDS WEST 140.34 FEET; THENCE NORTH 89 DEGREES 36

DATE: 12/09/05  
 DRAWN BY: JYP  
 CHECK BY: CPA

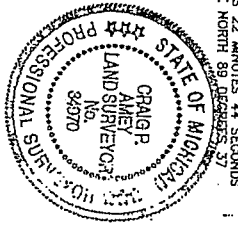


ANDERSON ECKSTEIN AND WESTRICK, INC.  
 Civil Engineers • Surveyors • Architects  
 6101 Sanderling Road, Shelby Township, Michigan 48116  
 Phone: 586-722-8124 Fax: 586-472-8190

PRESERVES AT BRADBURY PARK CONDOMINIUM  
 DESCRIPTION (CONT.)  
 DECEMBER 9, 2005

SHEET NO. 2  
 METRIC UNIT  
 HUND METRIC UNIT  
 SET DRAWING

FOR THE BOARD OF SUPERVISORS  
 COUNTY OF WAYNE  
 STATE OF MICHIGAN



© COPYRIGHT 2005, ANDERSON, ECKSTEIN AND WESTRICK, INC.

MINUTES 16 SECONDS WEST 55.73 FEET, THENCE WESTERLY ALONG A TANGENT CURVE CONVEX TO THE NORTH HAVING A CENTRAL ANGLE OF 10 DEGREES 08 MINUTES 37 SECONDS, A RADIUS OF 609.00 FEET, AN ARC DISTANCE OF 107.89 FEET AND WHOSE CHORD IS NORTH 84 DEGREES 32 MINUTES 28 SECONDS WEST 107.85 FEET, THENCE NORTHWESTERLY ALONG A TANGENT CURVE CONVEX TO THE NORTHEAST HAVING A CENTRAL ANGLE OF 97 DEGREES 51 MINUTES 51 SECONDS, A RADIUS OF 567.00 FEET, AN ARC DISTANCE OF 232.82 FEET AND WHOSE CHORD IS NORTH 52 DEGREES 51 MINUTES 44 SECONDS WEST 222.67 FEET AND WESTERLY ALONG A TANGENT CURVE CONVEX TO THE WEST HAVING A CENTRAL ANGLE OF 36 DEGREES 25 MINUTES 41 SECONDS, A RADIUS OF 678.00 FEET, AN ARC DISTANCE OF 431.06 FEET AND WHOSE CHORD IS NORTH 00 DEGREES 11 MINUTES 21 SECONDS EAST 423.84 FEET TO THE POINT OF BEGINNING.

SECTION 4 COMMENCING AT THE NORTHWEST CORNER OF SECTION 4, THENCE SOUTH 00 DEGREES 39 MINUTES 33 SECONDS WEST 245.31 FEET ALONG THE WEST LINE OF SECTION 4 TO THE WEST QUARTER POST OF SECTION 4; THENCE SOUTH 89 DEGREES 46 MINUTES 31 SECONDS EAST 1311.00 FEET ALONG THE EAST AND WEST QUARTER LINE OF SECTION 4 TO THE WEST LINE OF PEBBLE BROOK SUBDIVISION AS RECORDED IN LIBER 95 OF PLATS, PAGES 49-51, WAYNE COUNTY RECORDS; THENCE NORTH 00 DEGREES 04 MINUTES 31 SECONDS EAST 210.48 FEET ALONG THE WEST LINE OF PEBBLE BROOK SUBDIVISION AS RECORDED IN LIBER 95 OF PLATS, PAGES 49-51, WAYNE COUNTY RECORDS; THENCE NORTH 89 DEGREES 07 MINUTES 03 SECONDS WEST 130.41 FEET, THENCE NORTH 00 DEGREES 39 MINUTES 33 SECONDS EAST 639.22 FEET, THENCE SOUTH 89 DEGREES 25 MINUTES 50 SECONDS EAST 1272.86 FEET TO THE WEST LINE OF PEBBLE BROOK SUBDIVISION; THENCE SOUTH 00 DEGREES 09 MINUTES 33 SECONDS WEST 638.80 FEET ALONG THE WEST LINE OF PEBBLE BROOK SUBDIVISION TO THE POINT OF BEGINNING.

SECTION 5 COMMENCING AT THE NORTHWEST CORNER OF SECTION 5, THENCE SOUTH 00 DEGREES 39 MINUTES 33 SECONDS WEST 245.31 FEET ALONG THE WEST LINE OF SECTION 4 TO THE WEST QUARTER POST OF SECTION 4; THENCE SOUTH 89 DEGREES 46 MINUTES 31 SECONDS EAST 1179.78 FEET ALONG THE EAST AND WEST QUARTER LINE OF SECTION 4 TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 22 MINUTES 44 SECONDS EAST 124.81 FEET; THENCE SOUTH 89 DEGREES 37 MINUTES 16 SECONDS EAST 130.74 FEET TO THE WEST LINE OF PEBBLE BROOK SUBDIVISION AS RECORDED IN LIBER 95 OF PLATS, PAGES 49-51, WAYNE COUNTY RECORDS; THENCE SOUTH 00 DEGREES 09 MINUTES 33 SECONDS WEST 124.46 FEET ALONG THE WEST LINE OF PEBBLE BROOK SUBDIVISION TO THE EAST AND WEST QUARTER LINE OF SECTION 4; THENCE CONTINUING SOUTH 00 DEGREES 09 MINUTES 33 SECONDS WEST 742.70 FEET

ALSO COMMENCING AT THE NORTHWEST CORNER OF SECTION 4, THENCE SOUTH 00 DEGREES 39 MINUTES 33 SECONDS WEST 245.31 FEET ALONG THE WEST LINE OF SECTION 4 TO THE WEST QUARTER POST OF SECTION 4; THENCE SOUTH 89 DEGREES 46 MINUTES 31 SECONDS EAST 1311.00 FEET ALONG THE EAST AND WEST QUARTER LINE OF SECTION 4 TO THE WEST LINE OF PEBBLE BROOK SUBDIVISION AS RECORDED IN LIBER 95 OF PLATS, PAGES 49-51, WAYNE COUNTY RECORDS; THENCE NORTH 00 DEGREES 04 MINUTES 31 SECONDS EAST 210.48 FEET ALONG THE WEST LINE OF PEBBLE BROOK SUBDIVISION AS RECORDED IN LIBER 95 OF PLATS, PAGES 49-51, WAYNE COUNTY RECORDS; THENCE NORTH 89 DEGREES 07 MINUTES 03 SECONDS WEST 130.41 FEET, THENCE NORTH 00 DEGREES 39 MINUTES 33 SECONDS EAST 639.22 FEET, THENCE SOUTH 89 DEGREES 25 MINUTES 50 SECONDS EAST 1272.86 FEET TO THE WEST LINE OF PEBBLE BROOK SUBDIVISION; THENCE SOUTH 00 DEGREES 09 MINUTES 33 SECONDS WEST 638.80 FEET ALONG THE WEST LINE OF PEBBLE BROOK SUBDIVISION TO THE POINT OF BEGINNING.

SECTION 6 COMMENCING AT THE NORTHWEST CORNER OF SECTION 6, THENCE SOUTH 00 DEGREES 39 MINUTES 33 SECONDS WEST 245.31 FEET ALONG THE WEST LINE OF SECTION 4 TO THE WEST QUARTER POST OF SECTION 4; THENCE SOUTH 89 DEGREES 46 MINUTES 31 SECONDS EAST 1311.00 FEET ALONG THE EAST AND WEST QUARTER LINE OF SECTION 4 TO THE WEST LINE OF PEBBLE BROOK SUBDIVISION AS RECORDED IN LIBER 95 OF PLATS, PAGES 49-51, WAYNE COUNTY RECORDS; THENCE NORTH 00 DEGREES 04 MINUTES 31 SECONDS EAST 210.48 FEET ALONG THE WEST LINE OF PEBBLE BROOK SUBDIVISION AS RECORDED IN LIBER 95 OF PLATS, PAGES 49-51, WAYNE COUNTY RECORDS; THENCE NORTH 89 DEGREES 07 MINUTES 03 SECONDS WEST 130.41 FEET, THENCE NORTH 00 DEGREES 39 MINUTES 33 SECONDS EAST 639.22 FEET, THENCE SOUTH 89 DEGREES 25 MINUTES 50 SECONDS EAST 1272.86 FEET TO THE WEST LINE OF PEBBLE BROOK SUBDIVISION; THENCE SOUTH 00 DEGREES 09 MINUTES 33 SECONDS WEST 638.80 FEET ALONG THE WEST LINE OF PEBBLE BROOK SUBDIVISION TO THE POINT OF BEGINNING.

SECTION 7 COMMENCING AT THE NORTHWEST CORNER OF SECTION 7, THENCE SOUTH 00 DEGREES 39 MINUTES 33 SECONDS WEST 245.31 FEET ALONG THE WEST LINE OF SECTION 4 TO THE WEST QUARTER POST OF SECTION 4; THENCE SOUTH 89 DEGREES 46 MINUTES 31 SECONDS EAST 1311.00 FEET ALONG THE EAST AND WEST QUARTER LINE OF SECTION 4 TO THE WEST LINE OF PEBBLE BROOK SUBDIVISION AS RECORDED IN LIBER 95 OF PLATS, PAGES 49-51, WAYNE COUNTY RECORDS; THENCE NORTH 00 DEGREES 04 MINUTES 31 SECONDS EAST 210.48 FEET ALONG THE WEST LINE OF PEBBLE BROOK SUBDIVISION AS RECORDED IN LIBER 95 OF PLATS, PAGES 49-51, WAYNE COUNTY RECORDS; THENCE NORTH 89 DEGREES 07 MINUTES 03 SECONDS WEST 130.41 FEET, THENCE NORTH 00 DEGREES 39 MINUTES 33 SECONDS EAST 639.22 FEET, THENCE SOUTH 89 DEGREES 25 MINUTES 50 SECONDS EAST 1272.86 FEET TO THE WEST LINE OF PEBBLE BROOK SUBDIVISION; THENCE SOUTH 00 DEGREES 09 MINUTES 33 SECONDS WEST 638.80 FEET ALONG THE WEST LINE OF PEBBLE BROOK SUBDIVISION TO THE POINT OF BEGINNING.

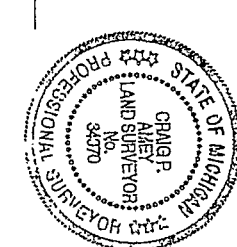
SECTION 8 COMMENCING AT THE NORTHWEST CORNER OF SECTION 8, THENCE SOUTH 00 DEGREES 39 MINUTES 33 SECONDS WEST 245.31 FEET ALONG THE WEST LINE OF SECTION 4 TO THE WEST QUARTER POST OF SECTION 4; THENCE SOUTH 89 DEGREES 46 MINUTES 31 SECONDS EAST 1311.00 FEET ALONG THE EAST AND WEST QUARTER LINE OF SECTION 4 TO THE WEST LINE OF PEBBLE BROOK SUBDIVISION AS RECORDED IN LIBER 95 OF PLATS, PAGES 49-51, WAYNE COUNTY RECORDS; THENCE NORTH 00 DEGREES 04 MINUTES 31 SECONDS EAST 210.48 FEET ALONG THE WEST LINE OF PEBBLE BROOK SUBDIVISION AS RECORDED IN LIBER 95 OF PLATS, PAGES 49-51, WAYNE COUNTY RECORDS; THENCE NORTH 89 DEGREES 07 MINUTES 03 SECONDS WEST 130.41 FEET, THENCE NORTH 00 DEGREES 39 MINUTES 33 SECONDS EAST 639.22 FEET, THENCE SOUTH 89 DEGREES 25 MINUTES 50 SECONDS EAST 1272.86 FEET TO THE WEST LINE OF PEBBLE BROOK SUBDIVISION; THENCE SOUTH 00 DEGREES 09 MINUTES 33 SECONDS WEST 638.80 FEET ALONG THE WEST LINE OF PEBBLE BROOK SUBDIVISION TO THE POINT OF BEGINNING.

DATE: 12/27/2005  
 TIME: 10:48:20 AM  
 PROJECT NO.: 010VCLDWG01SHEET-03  
 DRAWN BY: KAP  
 CHECKED BY: CPA

ANDERSON, ECKSTEIN AND WESTRICK, INC.  
 Civil Engineers, Surveyors, Architects  
 8180 Cahoon Road, Shelby Township, Michigan 48161  
 Phone: 313-962-1121 Fax: 313-962-1230

PRESERVES AT BRADBURY PARK CONDOMINIUM  
 DESCRIPTION (CONT.)  
 PROPOSED  
 DECEMBER 9, 2005

PLAT 3570  
 3570  
 3570



COPYRIGHT, 2005, ANDERSON, ECKSTEIN AND WESTRICK, INC.

MUST BE ASKED  
 NEED NOT BE ASKED  
 SEE DRAWING

SHEET NO. **3**

THENCE SOUTH 38 DEGREES 06 MINUTES 02 SECONDS WEST 302.20 FEET, THENCE SOUTHWESTERLY ALONG A TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A CENTRAL ANGLE OF 30 DEGREES 12 MINUTES 14 SECONDS, A RADIUS OF 530.00 FEET, AN ARC DISTANCE OF 279.39 FEET AND WHOSE CHORD IS SOUTH 22 DEGREES 38 MINUTES 55 SECONDS WEST 276.17 FEET; THENCE SOUTH 17 DEGREES 53 MINUTES 17 SECONDS WEST 282.91 FEET, THENCE NORTH 62 DEGREES 08 MINUTES 12 SECONDS WEST 180.00 FEET, THENCE NORTH TO THE WEST LINE OF SECTION 4; THENCE NORTH 00 DEGREES 47 SECONDS EAST 137.39 FEET ALONG THE WEST LINE OF SECTION 4 TO THE POINT OF BEGINNING.

ALSO, COMMENCING AT THE NORTHWEST CORNER OF SECTION 4; THENCE SOUTH 00 DEGREES 39 MINUTES 33 SECONDS WEST 2453.19 FEET ALONG THE WEST LINE OF SECTION 4 TO THE WEST QUARTER POST OF SECTION 4; THENCE SOUTH 00 DEGREES 43 MINUTES 03 SECONDS WEST 586.24 FEET ALONG THE WEST LINE OF SECTION 4; THENCE SOUTH 89 DEGREES 16 MINUTES 13 SECONDS EAST 567.92 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 69 DEGREES 24 MINUTES 43 SECONDS EAST 138.75 FEET, THENCE EASTERLY ALONG A TANGENT CURVE CONCAVE TO THE NORTH HAVING A CENTRAL ANGLE OF 37 MINUTES 51 SECONDS, A RADIUS OF 260.00 FEET, AN ARC DISTANCE OF 159.46 FEET AND WHOSE CHORD IS SOUTH 18 DEGREES 40 MINUTES 39 SECONDS EAST 157.32 FEET, THENCE NORTH 77 DEGREES 57 MINUTES 26 SECONDS EAST 977.4 FEET, THENCE EASTERLY ALONG A TANGENT CURVE CONCAVE TO THE SOUTH HAVING A CENTRAL ANGLE OF 12 DEGREES 28 MINUTES 18 SECONDS, A RADIUS OF 220.00 FEET, AN ARC DISTANCE OF 47.70 FEET AND WHOSE CHORD IS NORTH 30 MINUTES 05 SECONDS EAST 47.60 FEET, THENCE SOUTH 05 SECONDS WEST 16 SECONDS EAST 127.27 FEET, THENCE SOUTH 37 MINUTES 16 SECONDS WEST 37 MINUTES 16 SECONDS WEST 180.69 FEET, THENCE WESTERLY ALONG A TANGENT CURVE CONCAVE TO THE NORTH HAVING A CENTRAL ANGLE OF 7 DEGREES 31 MINUTES 04 SECONDS, A RADIUS OF 470.00 FEET, AN ARC DISTANCE OF 61.67 FEET AND WHOSE CHORD IS NORTH 85 DEGREES 51 MINUTES 44 SECONDS WEST 61.62 FEET, THENCE NORTH 82 DEGREES 06 MINUTES 12 SECONDS WEST 157.32 FEET, THENCE NORTHWESTERLY ALONG A TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A CENTRAL ANGLE OF 30 DEGREES 12 MINUTES 14 SECONDS, A RADIUS OF 470.00 FEET, AN ARC DISTANCE OF 247.76 FEET AND WHOSE CHORD IS NORTH 67 DEGREES 00 MINUTES 05 SECONDS WEST 244.90 FEET, THENCE NORTH 51 DEGREES 59 MINUTES 58 SECONDS WEST 93.91 FEET, THENCE NORTH 38 DEGREES 08 MINUTES 02 SECONDS

EAST 112.34 FEET, THENCE NORTHEASTERLY ALONG A TANGENT CURVE OF THE NORTHWEST HAVING A CENTRAL ANGLE OF 30 DEGREES 12 MINUTES 14 SECONDS, A RADIUS OF 580.00 FEET, AN ARC DISTANCE OF 147.26 FEET AND WHOSE CHORD IS NORTH 30 DEGREES 48 MINUTES 36 SECONDS EAST 146.87 FEET TO THE POINT OF BEGINNING.

ALSO, COMMENCING AT THE NORTHWEST CORNER OF SECTION 4; THENCE SOUTH 00 DEGREES 39 MINUTES 33 SECONDS WEST 2453.19 FEET ALONG THE WEST LINE OF SECTION 4 TO THE WEST QUARTER POST OF SECTION 4; THENCE SOUTH 00 DEGREES 43 MINUTES 03 SECONDS WEST 586.24 FEET ALONG THE WEST LINE OF SECTION 4; THENCE SOUTH 89 DEGREES 16 MINUTES 13 SECONDS EAST 567.92 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 69 DEGREES 24 MINUTES 43 SECONDS EAST 138.75 FEET, THENCE EASTERLY ALONG A TANGENT CURVE CONCAVE TO THE NORTH HAVING A CENTRAL ANGLE OF 37 MINUTES 51 SECONDS, A RADIUS OF 260.00 FEET, AN ARC DISTANCE OF 159.46 FEET AND WHOSE CHORD IS SOUTH 18 DEGREES 40 MINUTES 39 SECONDS EAST 157.32 FEET, THENCE NORTH 77 DEGREES 57 MINUTES 26 SECONDS EAST 977.4 FEET, THENCE EASTERLY ALONG A TANGENT CURVE CONCAVE TO THE SOUTH HAVING A CENTRAL ANGLE OF 12 DEGREES 28 MINUTES 18 SECONDS, A RADIUS OF 220.00 FEET, AN ARC DISTANCE OF 47.70 FEET AND WHOSE CHORD IS NORTH 30 MINUTES 05 SECONDS EAST 47.60 FEET, THENCE SOUTH 05 SECONDS WEST 16 SECONDS EAST 127.27 FEET, THENCE SOUTH 37 MINUTES 16 SECONDS WEST 37 MINUTES 16 SECONDS WEST 180.69 FEET, THENCE WESTERLY ALONG A TANGENT CURVE CONCAVE TO THE NORTH HAVING A CENTRAL ANGLE OF 7 DEGREES 31 MINUTES 04 SECONDS, A RADIUS OF 470.00 FEET, AN ARC DISTANCE OF 61.67 FEET AND WHOSE CHORD IS NORTH 85 DEGREES 51 MINUTES 44 SECONDS WEST 61.62 FEET, THENCE NORTH 82 DEGREES 06 MINUTES 12 SECONDS WEST 157.32 FEET, THENCE NORTHWESTERLY ALONG A TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A CENTRAL ANGLE OF 30 DEGREES 12 MINUTES 14 SECONDS, A RADIUS OF 470.00 FEET, AN ARC DISTANCE OF 247.76 FEET AND WHOSE CHORD IS NORTH 67 DEGREES 00 MINUTES 05 SECONDS WEST 244.90 FEET, THENCE NORTH 51 DEGREES 59 MINUTES 58 SECONDS WEST 93.91 FEET, THENCE NORTH 38 DEGREES 08 MINUTES 02 SECONDS

THENCE SOUTH 89 DEGREES 16 MINUTES 13 SECONDS EAST 567.92 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 69 DEGREES 24 MINUTES 43 SECONDS EAST 138.75 FEET, THENCE EASTERLY ALONG A TANGENT CURVE CONCAVE TO THE NORTH HAVING A CENTRAL ANGLE OF 37 MINUTES 51 SECONDS, A RADIUS OF 260.00 FEET, AN ARC DISTANCE OF 159.46 FEET AND WHOSE CHORD IS SOUTH 18 DEGREES 40 MINUTES 39 SECONDS EAST 157.32 FEET, THENCE NORTH 77 DEGREES 57 MINUTES 26 SECONDS EAST 977.4 FEET, THENCE EASTERLY ALONG A TANGENT CURVE CONCAVE TO THE SOUTH HAVING A CENTRAL ANGLE OF 12 DEGREES 28 MINUTES 18 SECONDS, A RADIUS OF 220.00 FEET, AN ARC DISTANCE OF 47.70 FEET AND WHOSE CHORD IS NORTH 30 MINUTES 05 SECONDS EAST 47.60 FEET, THENCE SOUTH 05 SECONDS WEST 16 SECONDS EAST 127.27 FEET, THENCE SOUTH 37 MINUTES 16 SECONDS WEST 37 MINUTES 16 SECONDS WEST 180.69 FEET, THENCE WESTERLY ALONG A TANGENT CURVE CONCAVE TO THE NORTH HAVING A CENTRAL ANGLE OF 7 DEGREES 31 MINUTES 04 SECONDS, A RADIUS OF 470.00 FEET, AN ARC DISTANCE OF 61.67 FEET AND WHOSE CHORD IS NORTH 85 DEGREES 51 MINUTES 44 SECONDS WEST 61.62 FEET, THENCE NORTH 82 DEGREES 06 MINUTES 12 SECONDS WEST 157.32 FEET, THENCE NORTHWESTERLY ALONG A TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A CENTRAL ANGLE OF 30 DEGREES 12 MINUTES 14 SECONDS, A RADIUS OF 470.00 FEET, AN ARC DISTANCE OF 247.76 FEET AND WHOSE CHORD IS NORTH 67 DEGREES 00 MINUTES 05 SECONDS WEST 244.90 FEET, THENCE NORTH 51 DEGREES 59 MINUTES 58 SECONDS WEST 93.91 FEET, THENCE NORTH 38 DEGREES 08 MINUTES 02 SECONDS

ALSO, COMMENCING AT THE NORTHWEST CORNER OF SECTION 4; THENCE SOUTH 00 DEGREES 39 MINUTES 33 SECONDS WEST 2453.19 FEET ALONG THE WEST LINE OF SECTION 4 TO THE WEST QUARTER POST OF SECTION 4; THENCE SOUTH 00 DEGREES 43 MINUTES 03 SECONDS WEST 586.24 FEET ALONG THE WEST LINE OF SECTION 4; THENCE SOUTH 89 DEGREES 16 MINUTES 13 SECONDS EAST 567.92 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 69 DEGREES 24 MINUTES 43 SECONDS EAST 138.75 FEET, THENCE EASTERLY ALONG A TANGENT CURVE CONCAVE TO THE NORTH HAVING A CENTRAL ANGLE OF 37 MINUTES 51 SECONDS, A RADIUS OF 260.00 FEET, AN ARC DISTANCE OF 159.46 FEET AND WHOSE CHORD IS SOUTH 18 DEGREES 40 MINUTES 39 SECONDS EAST 157.32 FEET, THENCE NORTH 77 DEGREES 57 MINUTES 26 SECONDS EAST 977.4 FEET, THENCE EASTERLY ALONG A TANGENT CURVE CONCAVE TO THE SOUTH HAVING A CENTRAL ANGLE OF 12 DEGREES 28 MINUTES 18 SECONDS, A RADIUS OF 220.00 FEET, AN ARC DISTANCE OF 47.70 FEET AND WHOSE CHORD IS NORTH 30 MINUTES 05 SECONDS EAST 47.60 FEET, THENCE SOUTH 05 SECONDS WEST 16 SECONDS EAST 127.27 FEET, THENCE SOUTH 37 MINUTES 16 SECONDS WEST 37 MINUTES 16 SECONDS WEST 180.69 FEET, THENCE WESTERLY ALONG A TANGENT CURVE CONCAVE TO THE NORTH HAVING A CENTRAL ANGLE OF 7 DEGREES 31 MINUTES 04 SECONDS, A RADIUS OF 470.00 FEET, AN ARC DISTANCE OF 61.67 FEET AND WHOSE CHORD IS NORTH 85 DEGREES 51 MINUTES 44 SECONDS WEST 61.62 FEET, THENCE NORTH 82 DEGREES 06 MINUTES 12 SECONDS WEST 157.32 FEET, THENCE NORTHWESTERLY ALONG A TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A CENTRAL ANGLE OF 30 DEGREES 12 MINUTES 14 SECONDS, A RADIUS OF 470.00 FEET, AN ARC DISTANCE OF 247.76 FEET AND WHOSE CHORD IS NORTH 67 DEGREES 00 MINUTES 05 SECONDS WEST 244.90 FEET, THENCE NORTH 51 DEGREES 59 MINUTES 58 SECONDS WEST 93.91 FEET, THENCE NORTH 38 DEGREES 08 MINUTES 02 SECONDS

OBJECT: THE PRESERVES AT BRADBURY PARK, LLC  
 DMC, THE ARCHITECTS  
 PROJECT NO. 0700-0000-SUBSET-04  
 DRAWN BY: JCP  
 CHECK BY: JCP  
 DATE: 1/14/05

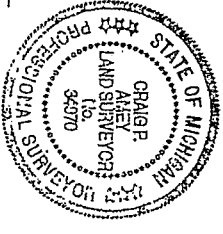


ANDERSON, ECKSTEIN AND WESTRICK, INC.  
 CIVIL ENGINEERS • SURVEYORS • ARCHITECTS  
 2350 Eisenhower Blvd., Shelby Township, Michigan 48155  
 Phone 588-9728-1524 Fax 588-9728-1580

PRESERVES AT BRADBURY PARK CONDOMINIUM  
 DESCRIPTION (CONT.)  
 PROPOSED  
 DECEMBER 9, 2005

DATE: 1/14/05  
 DRAWN BY: JCP  
 CHECK BY: JCP  
 MUST BE SAVED  
 HOLD NOT BE SAVED  
 SEE DRAWING

SHEET NO. 4



© COPYRIGHT 2005, ANDERSON, ECKSTEIN AND WESTRICK, INC.

89 DEGREES 37 MINUTES 16 SECONDS EAST 28.39 FEET; THENCE SOUTH 00 DEGREES 22 MINUTES 44 SECONDS WEST 73.09 FEET; THENCE SOUTHERLY ALONG A TANGENT CURVE CONCAVE TO THE WEST HAVING A CENTRAL ANGLE OF 7 DEGREES 31 MINUTES 04 SECONDS, A RADIUS OF 300.00 FEET, AN ARC DISTANCE OF 41.99 FEET AND STROSS POINT IS SOUTH 04 DEGREES 08 MINUTES 16 SECONDS WEST 48 SECONDS WEST; THENCE SOUTH 07 DEGREES 53 MINUTES WEST 43.94 FEET TO THE NORTHERLY LINE OF WOODRUFF ROAD (120.00 FEET WIDE); THENCE NORTH 82 DEGREES 06 MINUTES 12 SECONDS WEST 89.90 FEET; THENCE NORTH 07 DEGREES 53 MINUTES 48 SECONDS EAST 150.00 FEET TO THE POINT OF BEGINNING.

ALSO, COMMENCING AT THE NORTHWEST CORNER OF SECTION 4; THENCE SOUTH 00 DEGREES 39 MINUTES 33 SECONDS WEST 2453.19 FEET ALONG THE WEST LINE OF SECTION 4 TO THE WEST QUARTER POST OF SECTION 4; THENCE SOUTH 00 DEGREES 43 MINUTES 47 SECONDS WEST 47.00 FEET ALONG THE WEST LINE OF SECTION 4 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE SOUTHERLY RIGHT OF WAY LEARNING ROAD, THE FOLLOWING SIX (6) COURSES: SOUTH 07 DEGREES 21 MINUTES 38 SECONDS EAST 24.29 FEET; DEGREES 08 MINUTES 12 SECONDS EAST 1129.49 FEET; SOUTH 82 DEGREES 07 MINUTES 11 SECONDS EAST 51.92 FEET; SOUTH 83 DEGREES 22 MINUTES 27 SECONDS EAST 49.84 FEET; SOUTH 84 DEGREES 59 MINUTES 03 SECONDS EAST 51.65 FEET AND SOUTH 88 DEGREES 49 MINUTES 04 SECONDS EAST 31.18 FEET; THENCE SOUTH 00 DEGREES 08 MINUTES 33 SECONDS WEST 664.81 FEET TO THE SOUTH LINE OF SECTION 4; THENCE NORTH 86 DEGREES 08 MINUTES 38 SECONDS WEST 1337.10 FEET ALONG THE SOUTH LINE OF SECTION 4 TO THE SOUTHWEST CORNER OF SECTION 4; THENCE NORTH 00 DEGREES 43 MINUTES 47 SECONDS WEST 1125.78 FEET ALONG THE WEST LINE OF SECTION 4 TO THE POINT OF BEGINNING.

ALSO, COMMENCING AT THE NORTHWEST CORNER OF SECTION 4; THENCE SOUTH 00 DEGREES 38 MINUTES 33 SECONDS WEST 2453.19 FEET ALONG THE WEST LINE OF SECTION 4 TO THE WEST QUARTER POST OF SECTION 4; THENCE NORTH 86 DEGREES 08 MINUTES 38 SECONDS WEST 1294.47 FEET ALONG THE EAST LINE OF SECTION 4; THENCE NORTH 01 DEGREES 01 DEGREES 02 MINUTES 01 SECONDS EAST 42.20 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 02 DEGREES 05 MINUTES 45 SECONDS EAST 247.99 FEET; THENCE SOUTH 82 DEGREES 05 MINUTES 24 SECONDS WEST 821.18 FEET TO THE NORTHERLY RIGHT OF WAY ALONG THE WOODS AVENUE (86.00 FEET WIDE); THENCE ALONG THE NORTHERLY RIGHT OF WAY LINE OF WOODS AVENUE THE FOLLOWING TWO (2) COURSES: SOUTH 67


DEGREES 39 MINUTES 39 SECONDS WEST 218.88 FEET, WESTERLY ALONG A TANGENT CURVE CONCAVE TO THE NORTH HAVING A CENTRAL ANGLE OF 23 DEGREES 18 MINUTES 29 SECONDS, A RADIUS OF 234.00 FEET, AN ARC DISTANCE OF 180.62 FEET AND WOODS POINT IS SOUTH 79 DEGREES 18 MINUTES 52 SECONDS WEST 179.38 FEET TO THE POINT OF BEGINNING. CONTAINING 99.91 TOTAL ACRES, MORE OR LESS.

DESCRIPTION  
CONSERVATION AREA

PART OF THE SOUTH WEST QUARTER OF SECTION 4, TOWN 5 SOUTH, RANGE 10 EAST, CITY OF FLAT ROCK, WAYNE COUNTY, MICHIGAN, BEING DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 4; THENCE NORTH 00 DEGREES 43 MINUTES 47 SECONDS EAST 74.85 FEET ALONG THE WEST LINE OF SECTION 4; THENCE SOUTH 88 DEGREES 43 MINUTES 13 SECONDS NORTH 00 DEGREES 43 MINUTES 47 SECONDS EAST 199.13 FEET; THENCE SOUTH 82 DEGREES 06 MINUTES 12 SECONDS EAST 311.05 FEET; THENCE NORTH 07 DEGREES 46 MINUTES 28 SECONDS EAST 120.00 FEET; THENCE SOUTH 82 DEGREES 06 MINUTES 12 SECONDS EAST 861.48 FEET; THENCE SOUTH 08 DEGREES 07 MINUTES 53 SECONDS WEST 120.00 FEET; THENCE SOUTH FEET; THENCE NORTH 82 DEGREES 07 MINUTES 46 SECONDS EAST 120.66 FEET; THENCE SOUTH 51 MINUTES 41 SECONDS EAST 89.76 FEET; THENCE SOUTH 00 DEGREES 08 MINUTES 33 SECONDS WEST 315.23 FEET; THENCE NORTH 80 DEGREES 21 MINUTES 34 SECONDS WEST 306.56 FEET; THENCE NORTH 76 DEGREES 31 MINUTES 46 SECONDS WEST 250.70 FEET; THENCE NORTH 81 DEGREES 46 MINUTES 10 SECONDS WEST 70.08 FEET; THENCE NORTH 76 DEGREES 39 MINUTES 16 SECONDS WEST 122.03 FEET; THENCE NORTH 89 DEGREES 16 MINUTES 12 SECONDS WEST 454.83 FEET TO THE POINT OF BEGINNING. CONTAINING 6.8194 ACRES, MORE OR LESS.

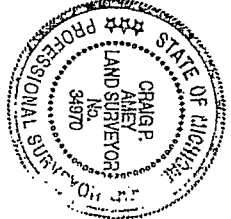
DATE PREPARED AT BRADBURY PARK, ILL.  
 PROJ. NO. 010000000/SHEET-05  
 PROJECT NO. 464-011  
 DRAWN BY KAP  
 CHECK BY GJA



ANDERSON, ECKSTEIN AND WESTRICK, INC.  
 Civil Engineers - Surveyors - Architects  
 51201 Schaefer Road, Shelby Township, Michigan 48156  
 Phone 688-1724/1234 Fax 588-2284/8780

PRESERVES AT BRADBURY PARK CONDOMINIUM  
 DESCRIPTION (CONT.)  
 PROPOSED  
 DECEMBER 9, 2005

COMPILED, PLOTTED, AND PRINTED BY: \_\_\_\_\_  
 MUST BE BALD  
 NEED NOT BE BALD  
 SEE DRAWING  
 SHEET NO. 5



Chris P. Ahe  
 PROFESSIONAL LAND SURVEYOR  
 No. 34970



CLIENT  
THE PRESERVES AT BRADBURY PARK, LLC  
 DMC FILE NO. 050901100  
 PROJECT NO. 050901100  
 DRAWN BY: KAP  
 CHECKED BY: GVA

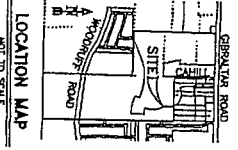
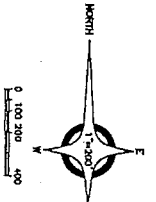
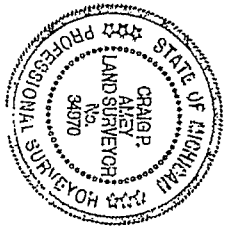
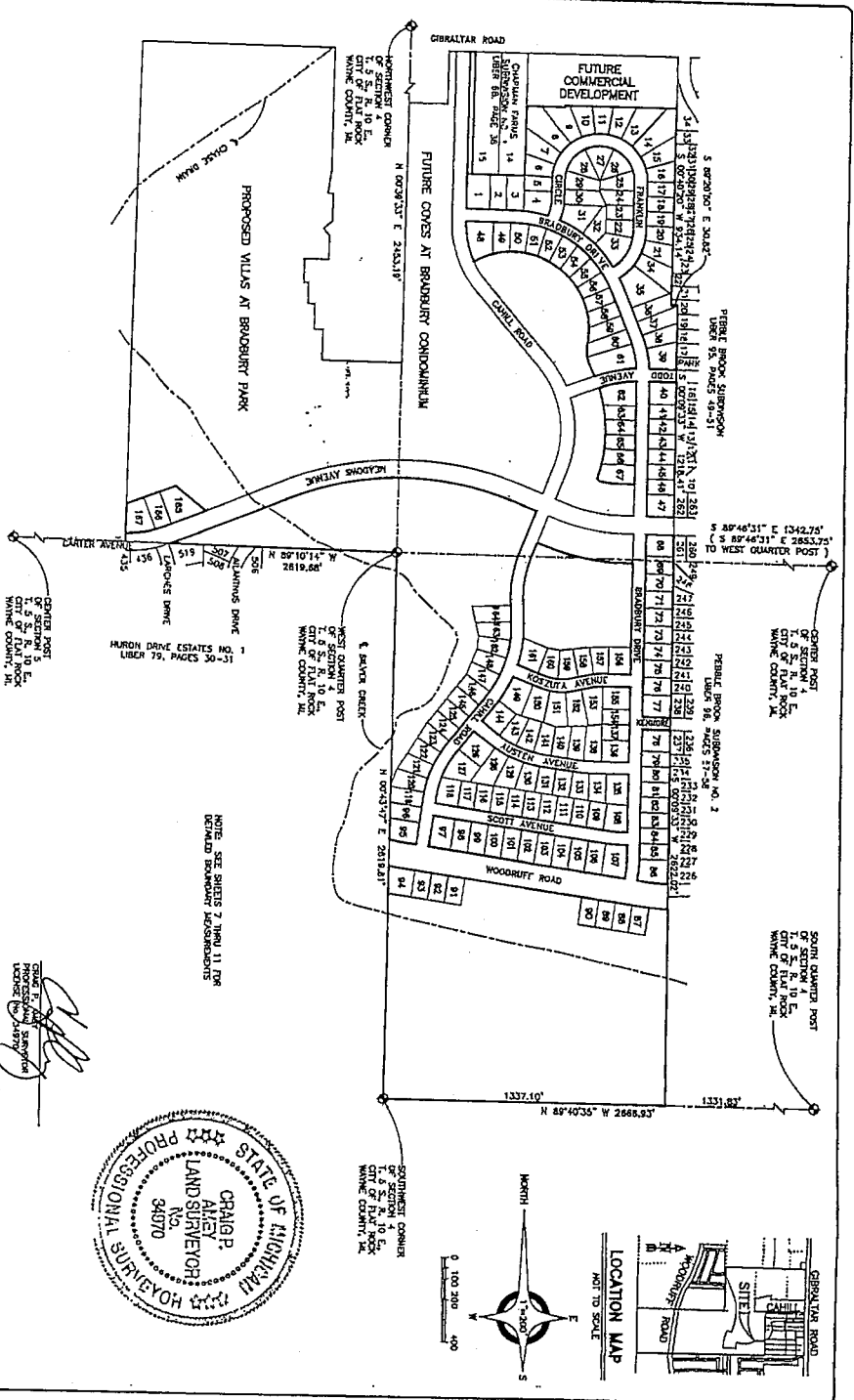


ANDERSON, ECKSTEIN AND WESTRICK, INC.  
 CIVIL ENGINEERS & SURVEYORS  
 3100 Schenker Road, Suite 700  
 Tallahassee, Florida 32310  
 Phone: 904-724-1234 Fax: 904-724-8700

PRESERVES AT BRADBURY PARK CONDOMINIUM  
 OVERALL PROPOSED  
 DECEMBER 9, 2005

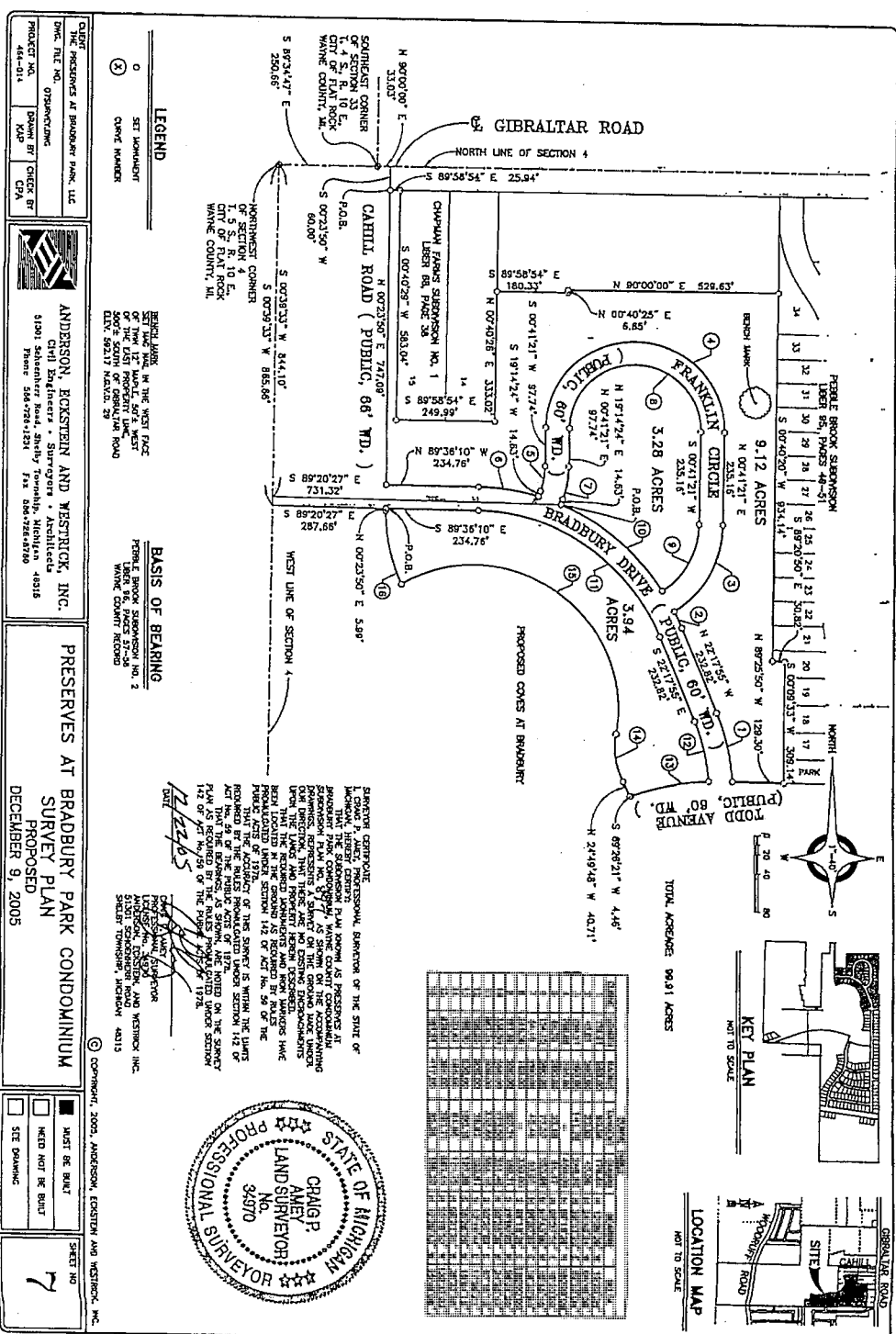
DATE: 12/9/05  
 DRAWN BY: KAP  
 CHECKED BY: GVA  
 SEE DRAWING

SHEET NO. 6



NOTE: SEE SHEETS 7 THRU 11 FOR  
 DETAILED BOUNDARY MEASUREMENTS

© COPYRIGHT: 2005, ANDERSON, ECKSTEIN AND WESTRICK, INC.



**LEGEND**

0 SET LAYOUT  
 X CHANGE NUMBER

**BASIS OF BEARING**

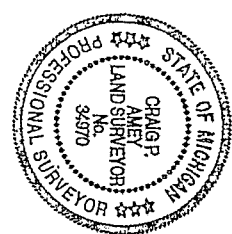
BEARING MEASUREMENTS ON THE WEST FACE OF THE 1/2" SCALE MAP OF THE WEST 300'x300' SECTION OF BRADBURY ROAD DISTRICT, WYOMING COUNTY, PA.

SURVEYOR CERTIFICATE

I, CRAIG A. MALEY, PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, DO HEREBY CERTIFY THAT THE SURVEYOR'S PLAN SHOWN AS PRESIDENT AT THE OFFICE OF THE SURVEYOR, WYOMING COUNTY, PENNSYLVANIA, IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY MADE BY ME OR UNDER MY SUPERVISION AND CONTROL, AND THAT THE REQUIRED MEASUREMENTS AND RECORDS HAVE BEEN MAINTAINED AND KEPT UP TO DATE. I HAVE REVIEWED THE REQUIRED MEASUREMENTS AND RECORDS AND HAVE FOUND THEM TO BE CORRECT AND COMPLETE. I HAVE ALSO REVIEWED THE REQUIRED MEASUREMENTS AND RECORDS AND HAVE FOUND THEM TO BE CORRECT AND COMPLETE. I HAVE ALSO REVIEWED THE REQUIRED MEASUREMENTS AND RECORDS AND HAVE FOUND THEM TO BE CORRECT AND COMPLETE.

DATE: 12/27/05

CRAIG A. MALEY  
 LICENSE NO. 34970  
 WYOMING COUNTY, PENNSYLVANIA  
 STATE TOWNSHIP, INCHAW 4213



**CLIENT**

THE PRESERVES AT BRADBURY PARK, LLC  
 ONE FILE NO. 0784000000  
 PROJECT NO. 484-0318  
 DRAWN BY: CHECK BY: CPA

**ANDERSON, ECKSTEIN AND WESTRICK, INC.**  
 11901 Sibley Drive, Suite 100  
 Farmington Hills, Michigan 48334  
 Phone: 586-724-1231 Fax: 586-724-4789

**PRESERVES AT BRADBURY PARK CONDOMINIUM**  
 SURVEY PLAN  
 PROPOSED  
 DECEMBER 9, 2005

Copyright, 2005, Anderson, Eckstein and Westrick, Inc.

MUST BE BUILT  
 NEED NOT BE BUILT  
 SEE DRAWING

SHEET NO. 7

CLIENT  
 PRESERVES AT BRADBURY PARK, LLC  
 DRG. FILE NO. 090902048  
 PROJECT NO. 090902048  
 SHEET NO. 844-014

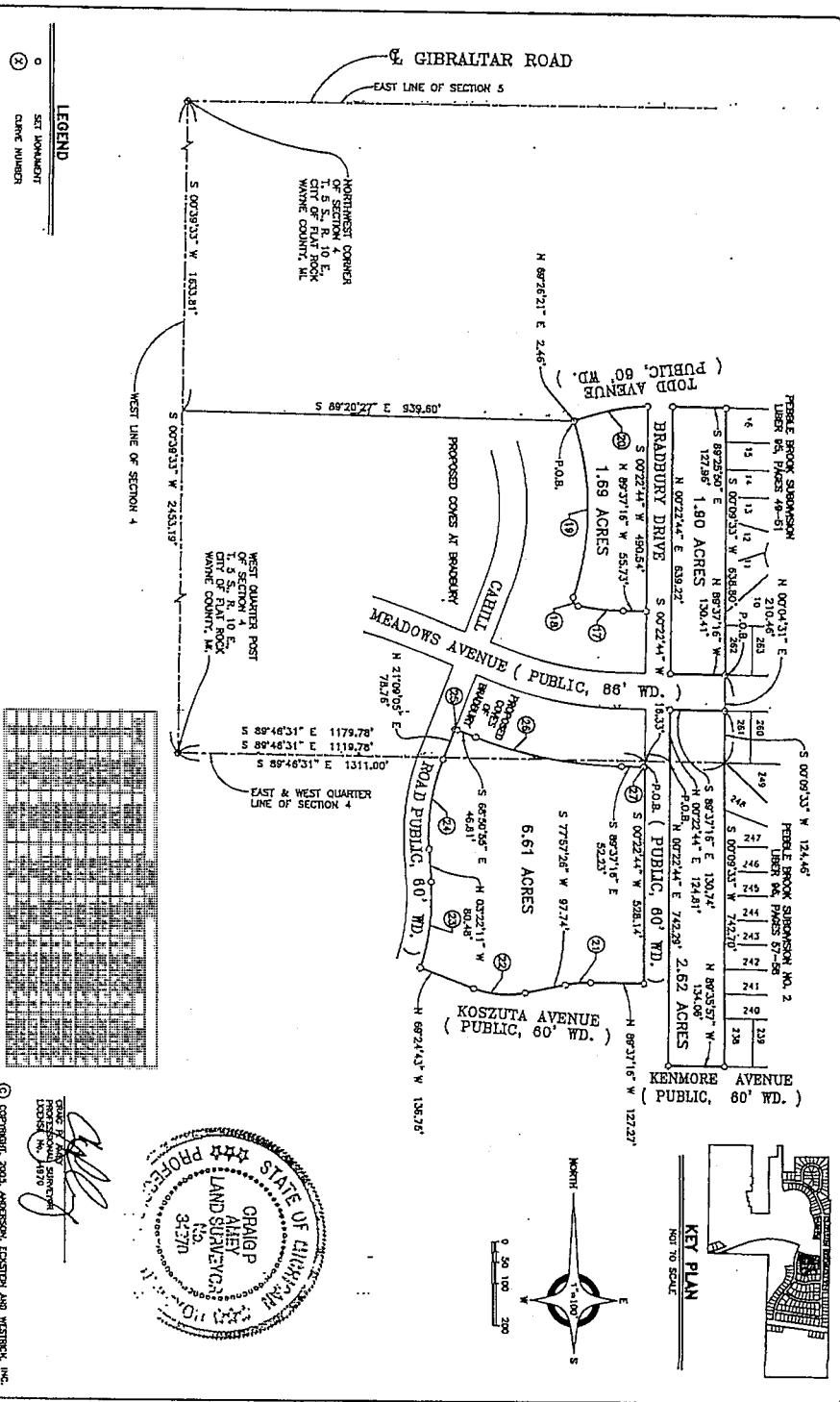


ANDERSON, ECKSTEIN AND WESTRICK, INC.  
 Civil Engineers • Surveyors • Architects  
 5190 Schenckert Road, Shiloh Township, Michigan 48116  
 Phone 588-726-1524 Fax 588-726-0790

PRESERVES AT BRADBURY PARK CONDOMINIUM  
 SURVEY PLAN  
 PROPOSED  
 DECEMBER 9, 2005

DATE OF THIS PROFESSIONAL SURVEY: 12/14/05  
 DRAWN BY: [Signature]  
 CHECKED BY: [Signature]  
 MUST BE BUILT  
 NEED NOT BE BUILT  
 SEE DRAWING

SHEET NO. 8



NO.	DESCRIPTION	BEARING	DISTANCE	AREA
1	...	...	...	...
2	...	...	...	...
3	...	...	...	...
4	...	...	...	...
5	...	...	...	...
6	...	...	...	...
7	...	...	...	...
8	...	...	...	...
9	...	...	...	...
10	...	...	...	...
11	...	...	...	...
12	...	...	...	...
13	...	...	...	...
14	...	...	...	...
15	...	...	...	...
16	...	...	...	...
17	...	...	...	...
18	...	...	...	...
19	...	...	...	...
20	...	...	...	...
21	...	...	...	...
22	...	...	...	...
23	...	...	...	...
24	...	...	...	...
25	...	...	...	...
26	...	...	...	...
27	...	...	...	...
28	...	...	...	...
29	...	...	...	...
30	...	...	...	...
31	...	...	...	...
32	...	...	...	...
33	...	...	...	...
34	...	...	...	...
35	...	...	...	...
36	...	...	...	...
37	...	...	...	...
38	...	...	...	...
39	...	...	...	...
40	...	...	...	...
41	...	...	...	...
42	...	...	...	...
43	...	...	...	...
44	...	...	...	...
45	...	...	...	...
46	...	...	...	...
47	...	...	...	...
48	...	...	...	...
49	...	...	...	...
50	...	...	...	...
51	...	...	...	...
52	...	...	...	...
53	...	...	...	...
54	...	...	...	...
55	...	...	...	...
56	...	...	...	...
57	...	...	...	...
58	...	...	...	...
59	...	...	...	...
60	...	...	...	...
61	...	...	...	...
62	...	...	...	...
63	...	...	...	...
64	...	...	...	...
65	...	...	...	...
66	...	...	...	...
67	...	...	...	...
68	...	...	...	...
69	...	...	...	...
70	...	...	...	...
71	...	...	...	...
72	...	...	...	...
73	...	...	...	...
74	...	...	...	...
75	...	...	...	...
76	...	...	...	...
77	...	...	...	...
78	...	...	...	...
79	...	...	...	...
80	...	...	...	...
81	...	...	...	...
82	...	...	...	...
83	...	...	...	...
84	...	...	...	...
85	...	...	...	...
86	...	...	...	...
87	...	...	...	...
88	...	...	...	...
89	...	...	...	...
90	...	...	...	...
91	...	...	...	...
92	...	...	...	...
93	...	...	...	...
94	...	...	...	...
95	...	...	...	...
96	...	...	...	...
97	...	...	...	...
98	...	...	...	...
99	...	...	...	...
100	...	...	...	...

WEST QUARTER POST  
 T. 5 S., R. 10 E.,  
 CITY OF FLAT ROCK  
 WAYNE COUNTY, MI.

NORTHWEST CORNER  
 T. 5 S., R. 10 E.,  
 CITY OF FLAT ROCK  
 WAYNE COUNTY, MI.

EAST LINE OF SECTION 5

WEST LINE OF SECTION 4

EAST & WEST QUARTER LINE OF SECTION 4

BRADBURY DRIVE

MEADOWS AVENUE (PUBLIC, 88' WD.)

ROAD (PUBLIC, 60' WD.)

KOSZUTA AVENUE (PUBLIC, 60' WD.)

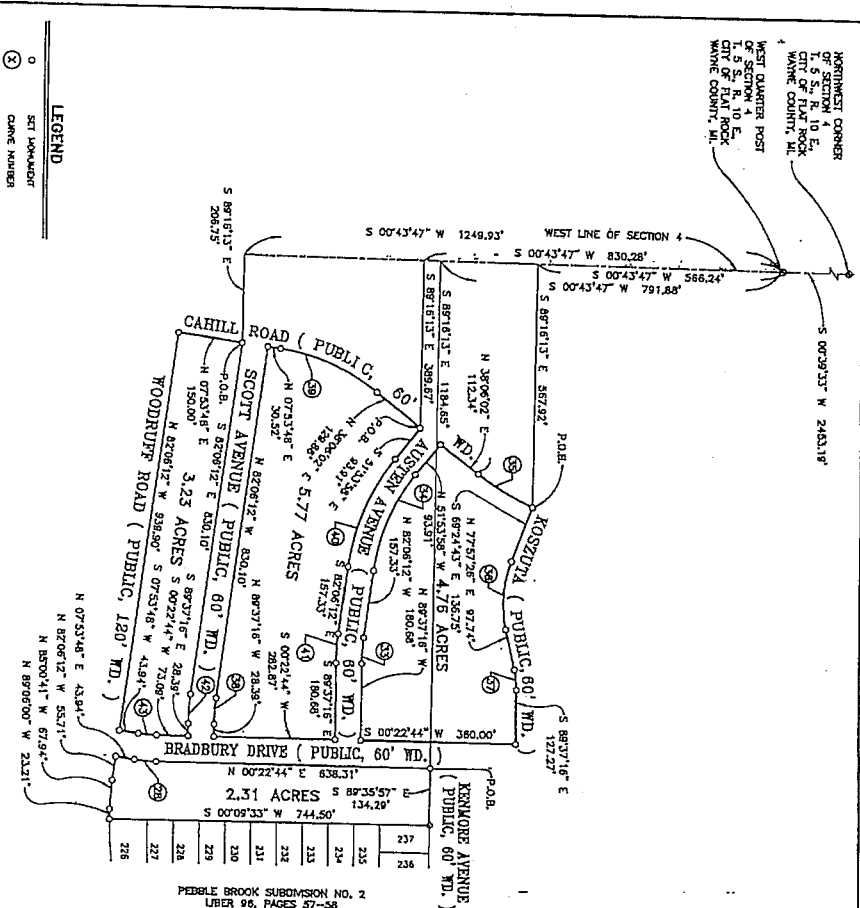
KENMORE AVENUE (PUBLIC, 60' WD.)

TODD AVENUE (PUBLIC, 60' WD.)

PEBBLE BROOK SUBDIVISION  
 LIBER 84, PAGES 48-51

PEBBLE BROOK SUBDIVISION NO. 2  
 LIBER 84, PAGES 57-58

NORTHWEST CORNER OF SECTION 4 T. 10 S. R. 11 E. CLAY COUNTY, MISSOURI  
 WEST QUARTER POST OF SECTION 4 T. 10 S. R. 11 E. CLAY COUNTY, MISSOURI



LEGEND  
 0 SET MONUMENT  
 ② CORNER MARKER

OWNER: PRESERVES AT BRADBURY PARK, LLC  
 PREPARED BY: ANDERSON, ECKSTEIN AND WESTRICK, INC.  
 PROJECT NO. 44-011



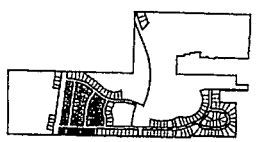
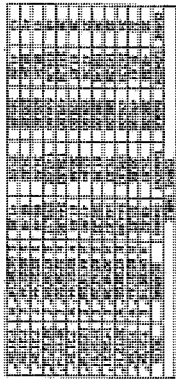
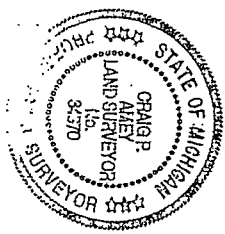
ANDERSON, ECKSTEIN AND WESTRICK, INC.  
 Civil Engineers • Surveyors • Architects  
 3100 Schenck Road, St. Louis Township, Missouri 63013  
 Phone: 636-788-1123 Fax: 636-725-8330

PRESERVES AT BRADBURY PARK CONDOMINIUM  
 SURVEY PLAN  
 PROPOSED  
 DECEMBER 9, 2005

DATE: 12/9/05  
 PROJECT NO.: 44-011  
 SHEET NO. 9

OWNER: PRESERVES AT BRADBURY PARK, LLC  
 PREPARED BY: ANDERSON, ECKSTEIN AND WESTRICK, INC.  
 PROJECT NO. 44-011

DATE: 12/9/05  
 PROJECT NO.: 44-011  
 SHEET NO. 9

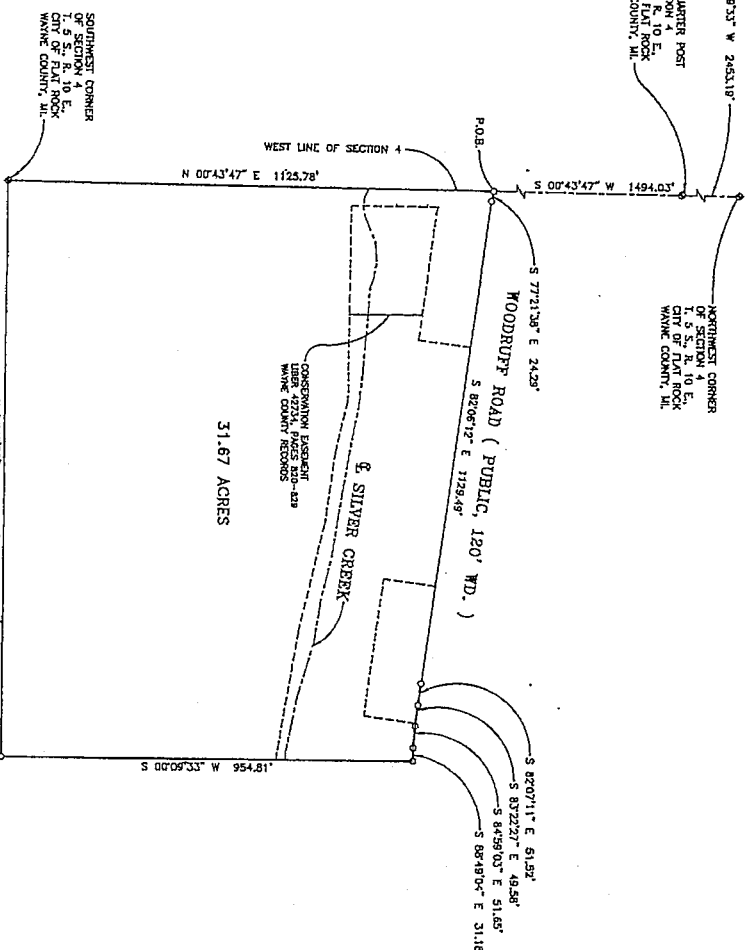


KEY PLAN  
 NOT TO SCALE

PEBBLE BROOK SUBDIVISION NO. 2  
 LIES 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50

S 00°35'33" W 2453.18'  
WEST QUARTER POST  
OF SECTION 4  
T. 5 S., R. 10 E.,  
CITY OF FLAT ROCK  
WAYNE COUNTY, MI.

NORTHWEST CORNER  
OF SECTION 4  
T. 5 S., R. 10 E.,  
CITY OF FLAT ROCK  
WAYNE COUNTY, MI.



LEGEND

0 SET POINT

③ CURVE NUMBER

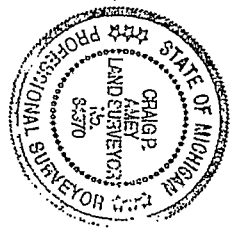
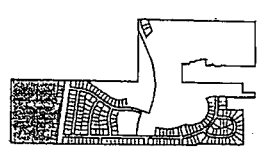
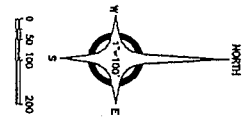
CLIENT REFERENCES AT BRADBURY PARK, LLC  
DRG. FILE NO. ISSUING/DWG. DRAWN BY CHECK BY  
PROJECT NO. 44-1014 KAP CPA



ANDERSON, ECKSTEIN AND WESTRICK, INC.  
Civil Engineers, Surveyors - Architects  
8190 Spolecherry Road, South Township, Michigan 48113  
Phone 388-7820-1231 Fax 388-728-8720

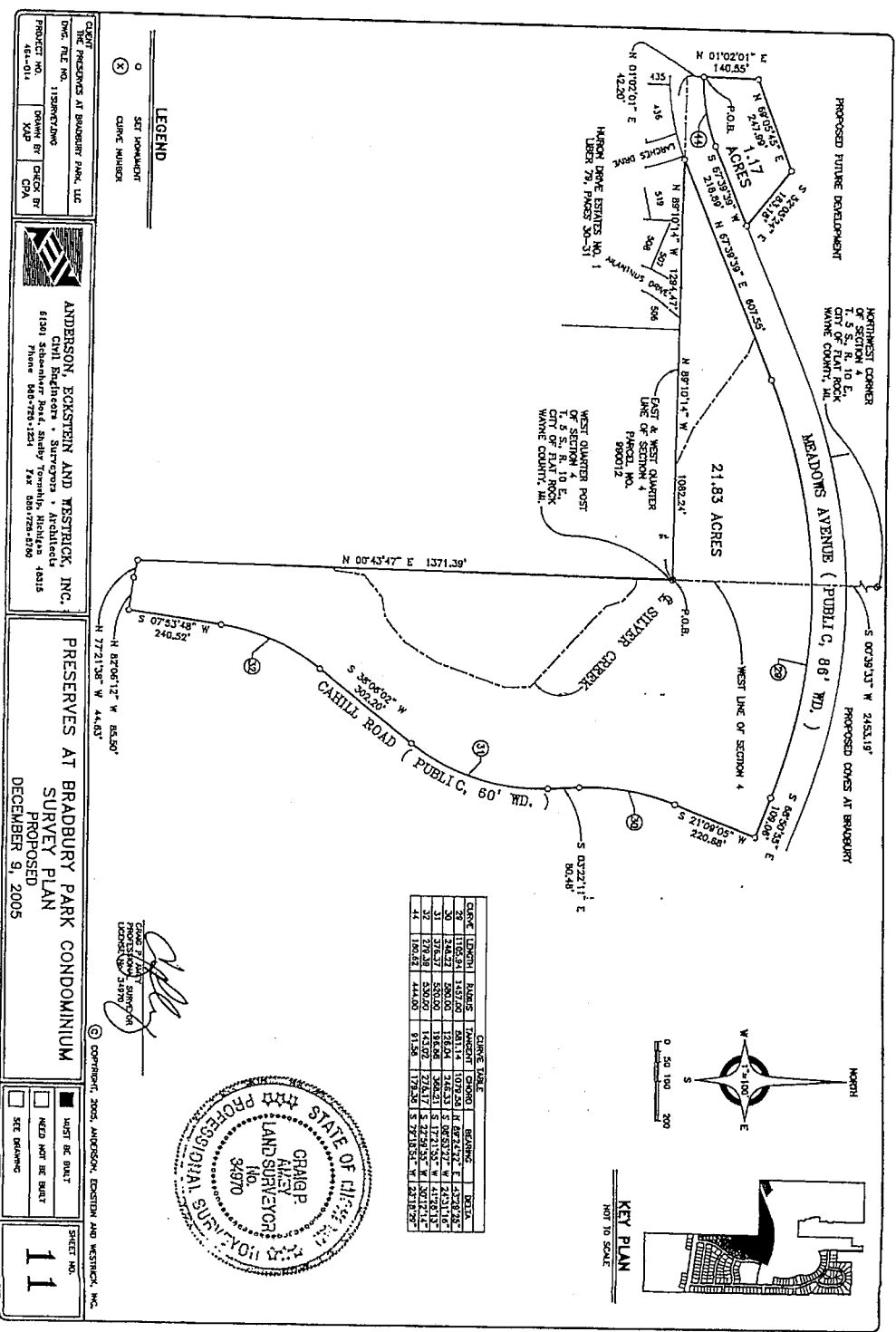
PRESERVES AT BRADBURY PARK CONDOMINIUM  
SURVEY PLAN  
PROPOSED  
JANUARY 15, 2006

DATE: 1/15/06  
DRAWN BY: [Signature]  
PROF. REG. NO.: 38870  
③ COPYRIGHT, 2006, ANDERSON, ECKSTEIN AND WESTRICK, INC.

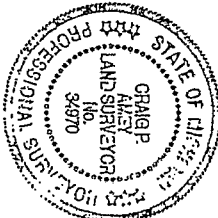


MUST BE BAKT  
 NEED NOT BE BAKT  
 SET DRAWING

SHEET NO  
**10**



DATE	LENGTH	BURIAL	MARKET	CONTOUR	BEARING	DEPTH
28	128.41	143.0	128.41	143.0	128.41	143.0
30	148.27	580.00	128.62	148.27	580.00	128.62
31	178.57	530.00	148.08	178.57	530.00	148.08
32	178.58	530.00	148.09	178.57	530.00	148.08
42	159.53	415.00	159.53	415.00	159.53	415.00

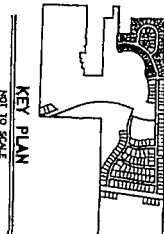
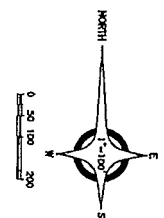
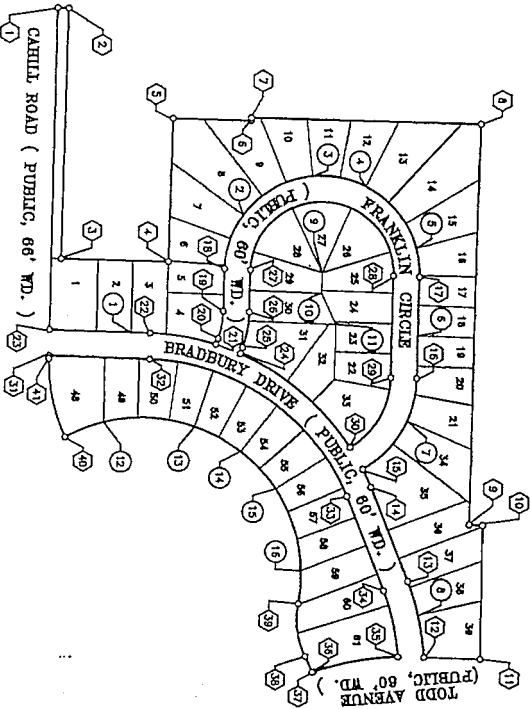


Grand P. Avery  
 PROFESSIONAL SURVEYOR  
 LICENSE NO. 34970

© COPYRIGHT, 2005, ANDERSON, ECKSTEIN AND WESTRICK, INC.

SHEET NO. 11

GIBRALTAR ROAD  
( PUBLIC, 120' WD. )



SCHEDULE OF BOUNDARY COORDINATES

NUMBER	NORTHING	EASTING	NUMBER	NORTHING	EASTING	NUMBER	NORTHING	EASTING
1	15214.62	15533.27	15	14164.57	16287.72	29	14302.40	16346.21
2	15214.61	15599.21	16	14381.87	16409.20	30	14316.47	16287.23
3	14635.01	15592.25	17	14816.82	16412.03	31	14410.86	15657.28
4	14634.93	15832.33	18	14622.23	15862.08	32	14409.23	15782.44
5	14607.93	15835.26	19	14574.50	15866.23	33	14699.08	16251.56
6	14667.87	16018.56	20	14461.00	15868.23	34	15001.05	16338.27
7	14674.53	16018.66	21	14461.00	15844.81	35	13731.94	16372.86
8	14674.53	16354.28	22	14469.33	15797.28	36	13692.46	16318.87
9	14664.63	16355.33	23	14470.65	15859.09	37	13690.64	16177.60
10	14664.63	16366.15	24	14477.72	16007.56	38	13727.79	16166.70
11	13730.85	16365.28	25	14441.23	16006.36	39	13644.25	16142.89
12	13732.24	16433.99	26	14503.28	16002.06	40	14233.07	15998.00
13	13906.41	16396.43	27	14681.51	16022.06	41	14464.56	15857.23
14	14121.82	16307.09	28	14617.54	16322.04			

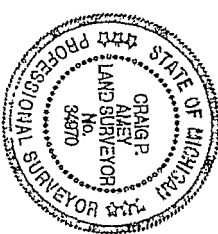
LEGEND

- LIMITS OF OWNERSHIP FOR UNITS
- ⊗ BOUNDARY COORDINATE POINT
- ⊗ UNIT COORDINATE POINT
- 20 UNIT NUMBERS
- ▨ GENERAL COMMON EASEMENT

SCHEDULE OF UNIT COORDINATES

NUMBER	NORTHING	EASTING	NUMBER	NORTHING	EASTING
1	14468.64	15716.09	9	14619.63	16107.05
2	14748.99	16002.75	10	14571.19	16187.02
3	14612.98	16160.75	11	14500.77	16200.82
4	14622.64	16283.83	12	14261.07	15666.82
5	14662.41	16403.06	13	14258.02	15684.45
6	14460.43	16410.29	14	14189.81	15903.06
7	14362.27	16304.27	15	14115.27	16082.21
8	13698.87	16202.81	16	13975.08	16146.87

*[Signature]*  
 PROFESSIONAL SURVEYOR  
 LICENSE NO. 41970



CLIENT: THE PRESERVES AT BRADBURY PARK, LLC  
 Dwg. File No.: 1257E2MC  
 PROJECT NO.: DRAWN BY: CACCA BY: KAP  
 444-014 KAP CPA



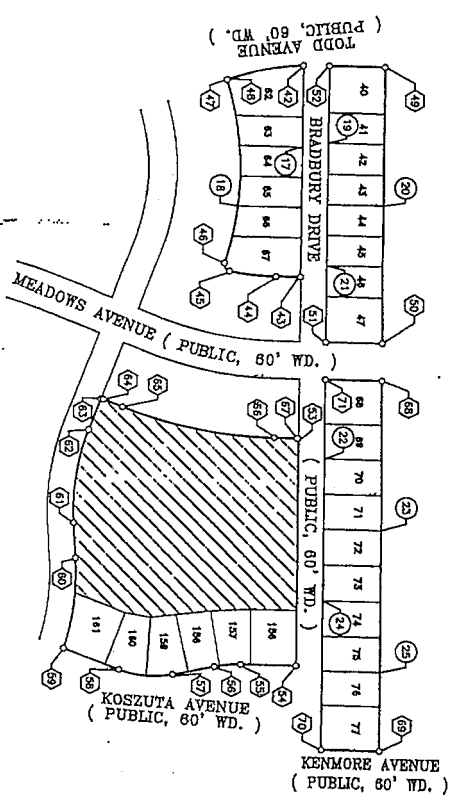
ANDERSON, ECKSTEIN AND WESTRICK, INC.  
 CIVIL ENGINEERS • SURVEYORS • ARCHITECTS  
 6100 Babanoff Road, Shelby Township, Michigan 48315  
 PHONE: 586-723-1753 FAX: 586-723-8789

PRESERVES AT BRADBURY PARK CONDOMINIUM  
 SITE PLAN  
 PROPOSED  
 DECEMBER 9, 2005

ASSET RE-BUILT  
 HAZED NOT RE-BUILT  
 SET DRAWING

SHEET NO. 12

© COPYRIGHT, 2005, ANDERSON, ECKSTEIN AND WESTRICK, INC.



**SCHEDULE OF BUILDING COORDINATES**

NUMBER	NORTHING	EASTING
17	13461.02	15772.82
18	13343.99	15229.08
19	13443.01	15633.89
20	13350.16	15564.23
21	13289.21	15444.11
22	13296.42	15431.14
23	12964.05	15862.13
24	12830.83	15428.87
25	12266.05	15851.22

**LEGEND**

UNIT OF OWNERSHIP FOR UNITS

BOYDWAY COOPERATIVE POINT

UNIT COORDINATE POINT

UNIT NUMBER

GENERAL COUNCIL ELEMENT

**SCHEDULE OF UNIT COORDINATES**

NUMBER	NORTHING	EASTING	NUMBER	NORTHING	EASTING	NUMBER	NORTHING	EASTING
42	13671.94	14377.17	52	13672.22	14437.16	62	13611.26	15069.16
43	13181.41	15073.83	53	12906.11	14371.45	63	12811.26	15172.64
44	13181.76	15018.20	54	12277.28	14387.85	64	12869.53	15213.81
45	13182.84	15010.83	55	12378.83	14326.68	65	12971.08	15097.17
46	12371.22	15199.34	56	12272.67	15100.41	66	12967.08	14315.72
47	13635.36	15900.74	57	12352.28	15084.42	67	12966.44	15387.65
48	13636.42	15820.04	58	12261.49	15081.56	68	12948.16	15663.11
49	13670.85	15654.13	59	12309.57	15033.54	69	12973.00	14860.70
20	13002.16	15644.33	60	12315.26	15096.76	70	12973.84	14426.65
51	13013.02	15432.95	61	12398.60	15055.03	71	12917.02	14432.38

CLIENT: PRESERVES AT BRADBURY PARK, LLC  
 DATE: MAY 14, 2005  
 PROJECT NO.: 448-014

DRAWN BY: KAP  
 CHECK BY: CPA

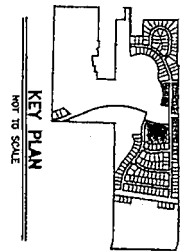
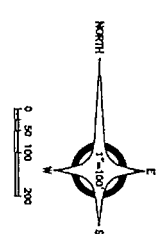
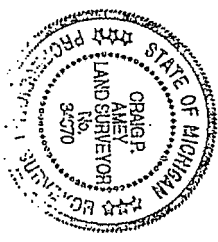
**ANDERSON, ECKSTEIN AND WESTRICK, INC.**  
 Civil Engineers & Surveyors - Architects  
 3101 Schenck Road, Ste 104, Troy, Michigan 48063  
 Phone: 484-728-1241 Fax: 484-728-1850

**PRESERVES AT BRADBURY PARK CONDOMINIUM**  
 SITE PLAN  
 PROPOSED  
 DECEMBER 9, 2005

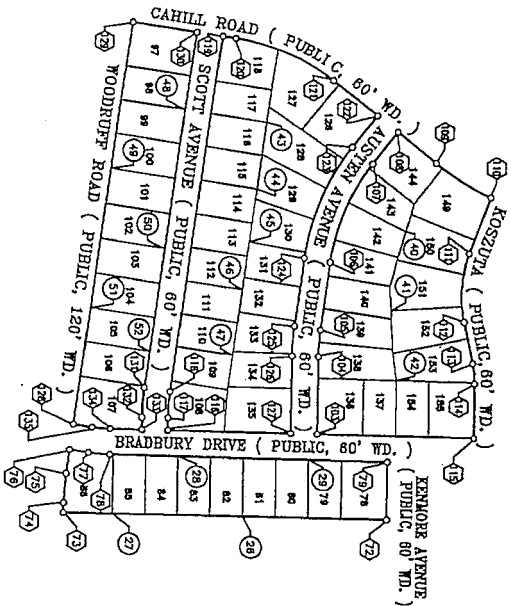
SHEET NO. **13**

MUST BE BUILT  
 NEED NOT BE BUILT  
 SEE DRAWING

DATE: MAY 14, 2005  
 DRAWN BY: KAP  
 CHECK BY: CPA







**SCHEDULE OF BOUNDARY COORDINATES**

NUMBER	NORTHING	EASTING	NUMBER	NORTHING	EASTING
72	1201820	1838044	116	1131413	1838231
73	1122450	1838447	117	1131626	1833452
74	1127488	1838538	118	1131978	1849708
75	1128077	1848728	119	1163381	1846823
76	1128443	1841240	120	1168434	1848402
77	1133195	1841843	121	1168648	1846647
78	1138164	1842703	122	1199187	1840044
79	1201184	1848628	123	1193372	1849644
103	1185798	1838618	124	1182382	1829879
104	1188819	1819450	125	1186230	1811179
105	1188833	1812304	126	1179919	1816411
106	1188823	1898720	127	1179729	1838478
107	1198094	1874178	128	1129847	1838397
108	1200388	1868786	129	1149280	1842188
109	1212728	1850718	130	1159134	1847488
110	1228341	1881244	131	1148833	1838482
111	1220832	1898048	132	1148532	1838413
112	1218160	1899734	133	1148513	1838251
113	1213199	1819283	134	1138824	1838203
114	1218283	1824029	135	1134019	1839800
115	1221759	1838756			

**SCHEDULE OF UNIT COORDINATES**

NUMBER	NORTHING	EASTING	NUMBER	NORTHING	EASTING
26	1108413	1838882	45	1189928	1892110
27	1138812	1838878	46	1189128	1803280
28	1182901	1842307	47	1162818	1818544
29	1183802	1842800	48	1184888	1838283
41	1208478	1848288	49	1137840	1871371
42	1208499	1807430	50	1130000	1894280
43	1208085	1828337	51	1133444	1869887
44	1117321	1858155	52	1147282	1818082
44	1171808	1880408			

**LEGEND**

- LINES OF DIMENSION FOR UNITS
- ⊗ BOUNDARY COORDINATE POINT
- ⊙ UNIT COORDINATE POINT
- 20 UNIT NUMBER
- ▨ GENERAL COMMON ELEMENT

**CLIENT:**  
THE PRESERVES AT BRADBURY PARK, LLC  
DRAWN BY: CHUCK BR  
CHECK BY: KAP  
DATE: 11/11/05



**ANDERSON, ECKSTEIN AND WESTRICK, INC.**  
Civil Engineers & Surveyors - Architects  
51801 Sanderson Road, Suite 100, Northbrook, Illinois 60062  
Phone: 847-495-1530 Fax: 847-495-1533

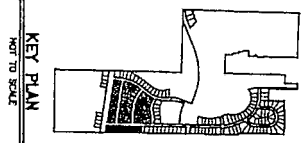
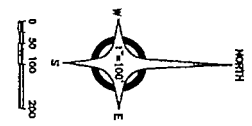
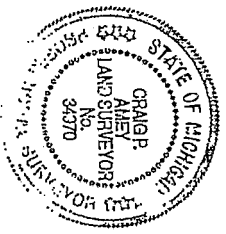
**PRESERVES AT BRADBURY PARK CONDOMINIUM**  
SITE PLAN  
PROPOSED  
DECEMBER 9, 2005

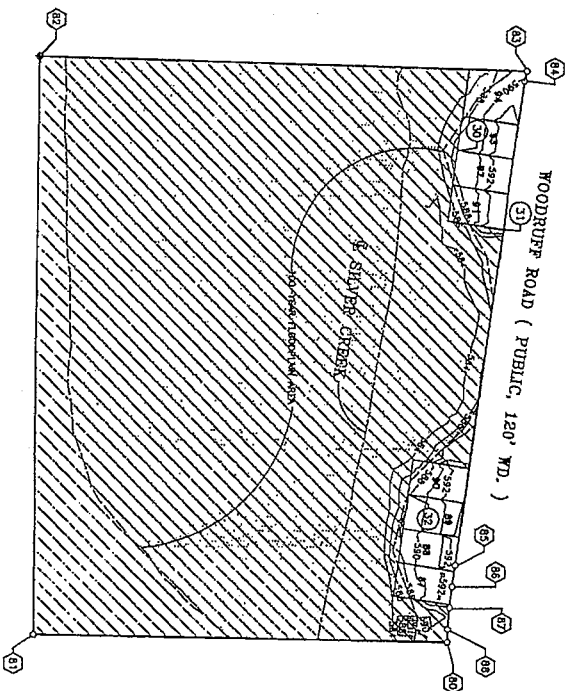
MUST BE BUILT  
 NEED NOT BE BUILT  
 SEE DRAWING

SHEET NO. **14**

© COPYRIGHT 2005 ANDERSON, ECKSTEIN AND WESTRICK, INC.

*[Signature]*  
Professional Surveyor  
No. 34370





**LEGEND**

- LIMITS OF OWNERSHIP FOR UNITS
- ⬡ BOUNDARY COORDINATE POINT
- ⊗ UNIT COORDINATE POINT
- Z0 UNIT NUMBER
- ▨ GENERAL COMMON ELEMENT

CLIENT: PRESERVES AT BRADBURY PARK, LLC  
 DMC FILE NO. 1587486  
 PROJECT NO. 46-1-014  
 DRAWN BY: KAP  
 CHECK BY: CPA



**ANDERSON, ECKSTEIN AND WESTRICK, INC.**  
 Civil Engineers • Surveyors • Architects  
 81301 Schenck Road, Shelby Township, Michigan 48151  
 Phone: 688-728-1234 Fax: 588-728-7788

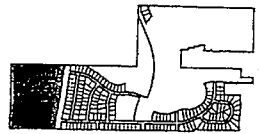
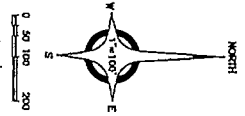
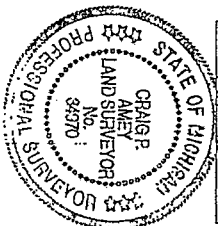
**PRESERVES AT BRADBURY PARK CONDOMINIUM  
 SITE & FLOODPLAIN PLAN  
 PROPOSED  
 DECEMBER 9, 2005**

LIST BE BUILT  
 NEED NOT BE BUILT  
 SEE DRAWING

SHEET NO. **15**

GREG P. JAHN  
 PROFESSIONAL SURVEYOR  
 LICENSE NO. 34370

© COPYRIGHT, 2005, ANDERSON, ECKSTEIN AND WESTRICK, INC.



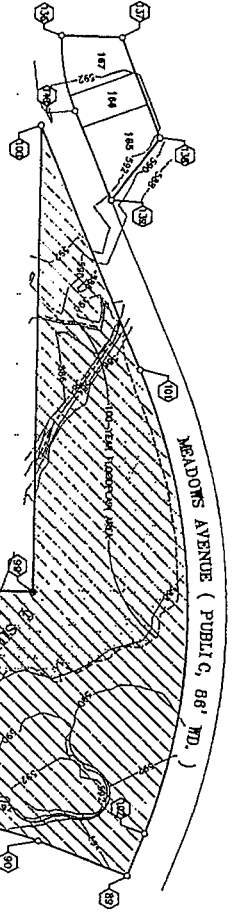
**KEY PLAN**  
NOT TO SCALE

**SCHEDULE OF UNIT COORDINATES**

NUMBER	NORTHING	EASTING
30	1112177	15819.26
31	11266.59	15856.45
32	110637.6	16212.4

**SCHEDULE OF BOUNDARY COORDINATES**

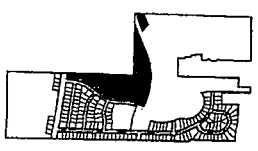
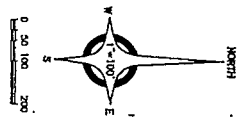
NUMBER	NORTHING	EASTING
80	11154.4	16556.14
81	10199.28	16552.48
82	10207.24	16218.41
83	11332.83	16323.75
84	11327.41	15258.45
85	11722.43	16212.23
86	11165.27	16498.26
87	11159.51	16475.51
88	11253.2	16252.86



SCHEDULE OF BOUNDARY COORDINATES

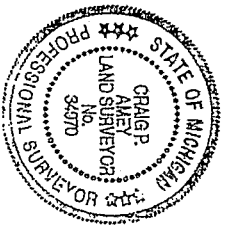
NUMBER	NORTHING	EASTING	NUMBER	NORTHING	EASTING
80	13045.27	15812.83	89	12828.84	15281.78
81	12828.45	15833.20	100	12842.50	14168.85
82	12596.68	15795.13	101	12073.43	14731.80
83	12315.74	15709.86	102	12044.82	13811.72
84	12184.21	15689.88	103	12067.72	13964.20
85	11928.50	15503.09	104	12028.29	13982.74
86	11872.28	15292.58	105	12118.27	14182.41
87	11442.79	15277.86	106	12094.22	14028.83
88	11452.56	15234.31	107	12921.03	14124.47

- LEGEND**
- LINE OF DIMENSION FOR UNITS
  - ⊗ BOUNDARY COORDINATE POINT
  - ⊗ UNIT CORNER POINT
  - 20 UNIT NUMBER
  - ▨ SPECIAL COMMON ELEMENT




SCHEDULE OF UNIT COORDINATES

NUMBER	NORTHING	EASTING
33	11833.24	13236.57
34	11878.18	13315.61
35	12026.33	13407.26
36	12144.88	13489.46
37	12318.88	13613.18
38	12443.58	13697.28
39	12754.83	14113.84



  
 CRAIG AMEY  
 LAND SURVEYOR  
 LICENSE NO. 84570

CLIENT: PRESERVES AT BRADBURY PARK, LLC  
 DMC FILE NO.: 1587E DMC  
 PROJECT NO.: 1587E DMC  
 DRAWN BY: KAD  
 CHECK BY: CPA

  
**ANDERSON, ECKSTEIN AND WESTRICK, INC.**  
 Civil Engineers • Surveyors • Architects  
 5180 Plymouth Road, Ann Arbor, Michigan 48106  
 Phone: 734.769.1221 Fax: 734.769.5150

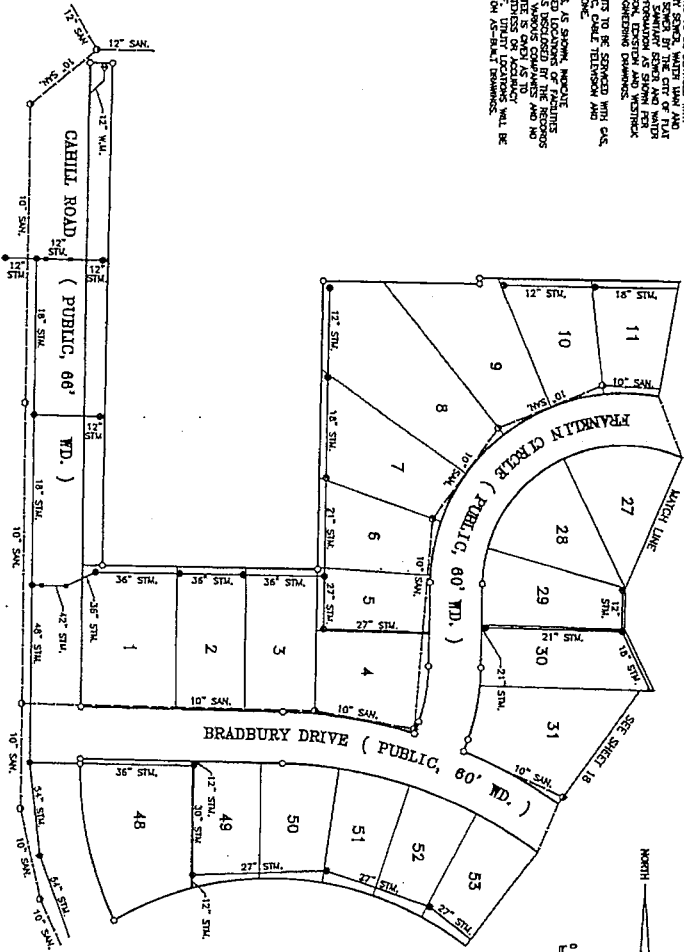
**PRESERVES AT BRADBURY PARK CONDOMINIUM**  
**SITE & FLOODPLAIN PLAN**  
 PROPOSED  
 DECEMBER 9, 2005

SHEET NO. **16**  
 NOT BE SHAD  
 NOT BE SHAD  
 SET DRAWING

© COPYRIGHT 2005, ANDERSON, ECKSTEIN AND WESTRICK, INC.

GENERAL NOTES:  
 ALL LOTS TO BE SERVED WITH  
 SEWER SERVICE, TRUCK LANE AND  
 STORM SEWER, WATER MAIN AND  
 FIRE HYDRANT SERVICE AND WATER  
 MAIN, SANITARY SEWER AND WATER  
 MAIN, ELECTRICAL SERVICE AND  
 AMERICAN, ELECTRIC AND WATER  
 MAIN, ENGINEERING DRAWINGS.  
 ALL LOTS TO BE SERVED WITH GAS,  
 TELEPHONE, CABLE TELEVISION AND  
 TELEPHONE SERVICE.  
 UNLESS OTHERWISE SPECIFIED,  
 PROPOSED LOCATIONS OF FIRE LINES  
 SHALL BE AS SHOWN ON THE RECORDS  
 OF THE CITY OF BRADBURY PARK.  
 GUARANTEE IS GIVEN AS TO  
 ACCURACY OF ALL INFORMATION  
 TRANSMITTED BY THIS DRAWING, BUT NO  
 LIABILITY FOR NEGLIGENCE SHALL BE  
 SHOWN ON AS-BUILT DRAWINGS.

GIBRALTAR ROAD  
 ( PUBLIC, 120' WD. )

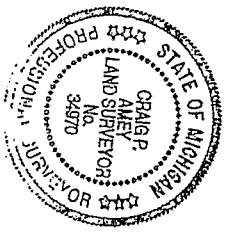


CLIENT: PRESERVES AT BRADBURY PARK, LLC  
 DRAWN BY: JYD/JDC  
 PROJECT NO.: 1201  
 DATE: 12/09/05  
 CHECK BY: CPM

ANDERSON, ECKSTEIN AND WESTRICK, INC.  
 CIVIL ENGINEERS  
 5130 Schenbert Road, Shelby Township, Michigan 48116  
 Phone: 586-726-1224 Fax: 586-726-8790

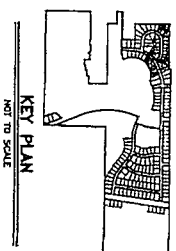
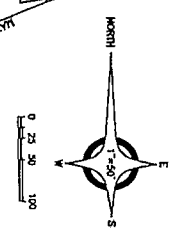
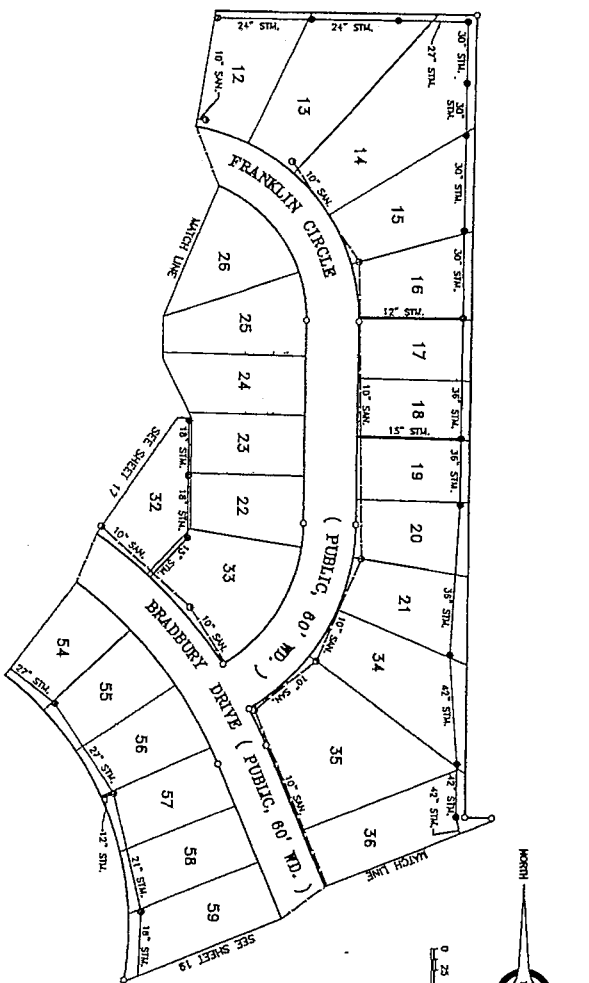
PRESERVES AT BRADBURY PARK CONDOMINIUM  
 UTILITY PLAN  
 PROPOSED  
 DECEMBER 9, 2005

SEAL AND SIGNATURE OF PROFESSIONAL ENGINEER



SHEET NO. 17  
 MUST BE BUILT  
 NEED NOT BE BUILT  
 SET DRAWING

© COPYRIGHT, 2005, ANDERSON, ECKSTEIN AND WESTRICK, INC.



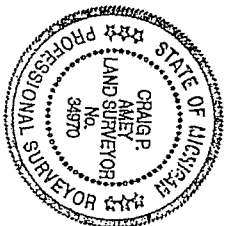
- LEGEND**
- PHONE, CABLE, TV, ELECTRIC & GAS UTIL CONDUITS
  - SANITARY SEWER
  - WATER MAIN
  - STORM SEWER
  - SANITARY MANHOLE
  - ▽ HOOKUP
  - ▽ GATE VALVE IN WELL
  - CURB BASH (PAINT)
  - DRIVE BASH (FIELD)
  - STORM MANHOLE

**GENERAL NOTATIONS**

ALL LOTS TO BE SERVED WITH SANITARY SEWER, WATER MAIN AND STORM SEWER SERVICE. THE LOCATION OF ALL UTILITIES SHALL BE AS SHOWN ON THIS REPRODUCTION AS SHOWN FOR ANDERSON, EASTON AND WESTRICK, INC. EXCEPTED OTHERWISE.

ALL LOTS TO BE SERVED WITH GAS, ELECTRIC, CABLE TELEVISION AND TELEPHONE.

UTILITY AS SHOWN ABOVE PROPOSED LOCATIONS OF UTILITIES ONLY. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS AND ORDINANCES. THE LOCATION OF UTILITIES SHALL BE SHOWN ON AS-BUILT DRAWINGS.



SCALE 1/4" = 10'  
 DATE 7/10/05  
 PROJECT NO. 2490  
 DRAWN BY [Signature]

CLIENT  
 THE PRESERVES AT BRADBURY PARK, LLC  
 ONE FINE LINE ROAD  
 PROJECT NO. 18001 LANE  
 DRAWN BY: KAY  
 CHECK BY: CPA



ANDERSON, ECKSTEIN AND WESTRICK, INC.  
 CIVIL ENGINEERS & SURVEYORS - ARCHITECTS  
 6101 Eisenhower Road, Shelby Township, Michigan 48116  
 Phone 888-728-1231 Fax 248-728-2700

PRESERVES AT BRADBURY PARK CONDOMINIUM  
 UTILITY PLAN  
 PROPOSED  
 DECEMBER 9, 2005

© COPYRIGHT, 2005, ANDERSON, EASTON AND WESTRICK, INC.

JUST BE BUILT  
 NEED NOT BE BUILT  
 SET DRAWING

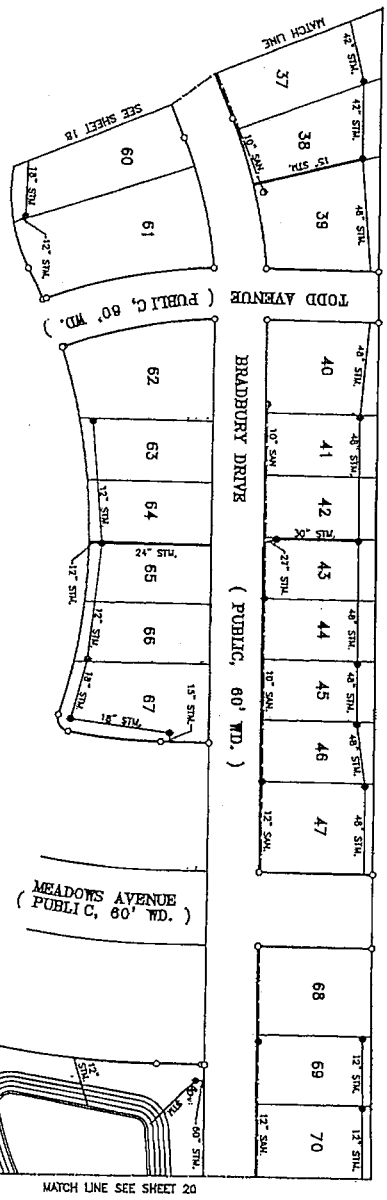
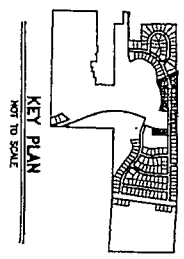
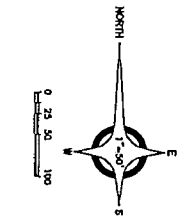
SHEET NO.  
**18**

**GENERAL NOTATIONS**

ALL LINES TO BE SPRAWED WITH SANDWICH STONE, WATER MAIN AND STORM SEWER BY THE CITY OF FLYING ROCK. SANDWICH STONE AND WATER MAIN INFORMATION AS SHOWN PER ANDERSON, ECKSTEIN AND WESTRICK P.C. ENGINEERING DRAWINGS.

ALL LINES TO BE SPRAWED WITH GAS, ELECTRIC, CABLE TELEVISION AND TELEPHONE.

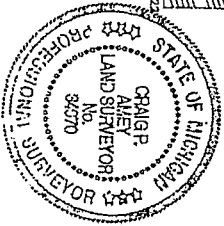
UTILITIES AS SHOWN, INDICATE PROPOSED LOCATIONS OF PICTURES ONLY, AS INDICATED BY THE RECORDS OF THE UTILITY COMPANIES AND NO GUARANTEE IS GIVEN AS TO THE ACCURACY OR COMPLETENESS OF ACCORDANT RECORDS. UTILITY LOCATIONS SHALL BE SHOWN ON A SEPARATE DRAWING.



**LEGEND**

- ..... PHONE CABLE TV, ELECTRIC
- ..... & GAS STYL. CONDUITS
- ..... SANDWICH STONE
- ..... WATER MAIN
- ..... STORM SEWER
- SANDWICH LAWN/GRASS
- IMPAVENT
- DRIVE VALVE IN W/D.
- CATCH BASIN (P/W)
- CATCH BASIN (F/W)
- STORM LAWN/GRASS

*[Signature]*  
 PROJECT ENGINEER  
 LICENSE NO. 3492



CLIENT: PRESERVES AT BRADBURY PARK, LLC  
 DWG. FILE NO.: 18011.DWG  
 PROJECT NO.: 44-0011  
 DRAWN BY: KAP  
 CHECK BY: CPA

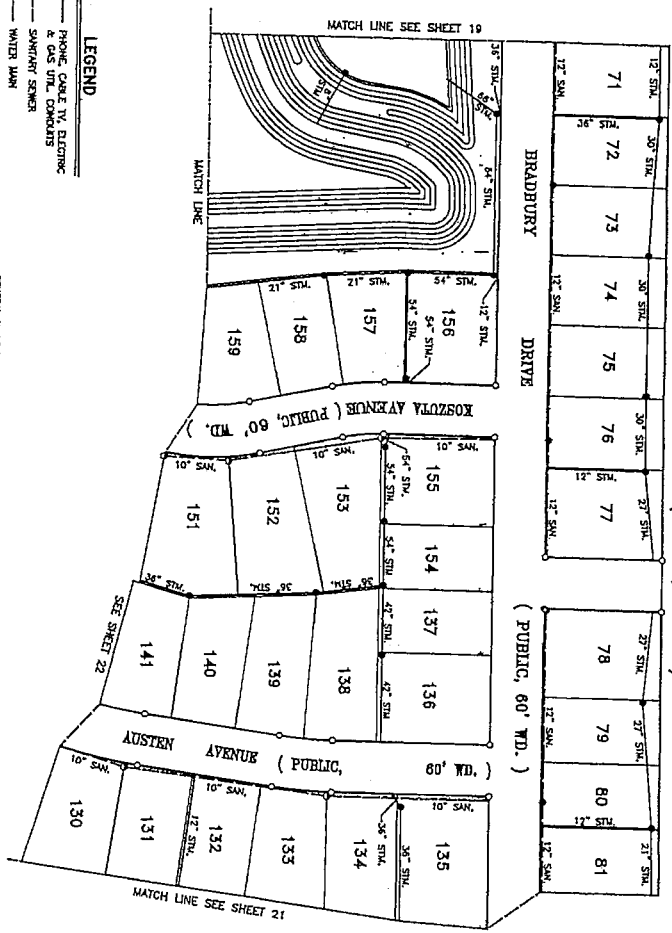
**ANDERSON, ECKSTEIN AND WESTRICK, INC.**  
 Civil Engineers • Surveyors • Architects  
 3100 Dehavenner Road, Shelby Township, Michigan 48151  
 Phone 586-728-1234 Fax 586-728-2799

**PRESERVES AT BRADBURY PARK CONDOMINIUM**  
 UTILITY PLAN  
 PROPOSED  
 DECEMBER 9, 2005

MUST BE BUILT  
 MAY NOT BE BUILT  
 SET BACKING

SHEET NO. **19**

© COPYRIGHT, 2005, ANDERSON, ECKSTEIN AND WESTRICK, INC.



**LEGEND**

- PHONE CABLE TV, ELECTRIC & GAS UTIL. CONDUITS
- SANITARY SEWER
- WATER MAIN
- STORM SEWER
- SWAMPY WASHPILE
- IRREGULAR
- GRID VALUE IN WELL
- CATCH BASIN (PUMP)
- CATCH BASIN (FIELD)
- STORM WASHPILE

**GENERAL NOTES**

ALL LOTS TO BE SERVED WITH SANITARY SEWER, WATER MAIN AND STORM SEWER BY THE CITY OF WASHINGTON. THE SANITARY SEWER SHALL BE 12" DIA. AND SHALL BE INSTALLED AS SHOWN FOR ALL LOTS TO BE SERVED WITH GAS, ELECTRIC, CABLE TELEVISION AND TELEPHONE. UTILITIES AS SHOWN, UNLESS PROPOSED LOCATIONS OF UTILITIES SHOWN AS RECORDED BY THE RECORDS OF THE WASHINGTON COUNTY AND DC OFFICIALS. UNLESS OTHERWISE INDICATED, THE RECORDS OF THE WASHINGTON COUNTY AND DC OFFICIALS SHALL BE SHOWN ON AS-SHOWN. THE RECORDS OF THE WASHINGTON COUNTY AND DC OFFICIALS SHALL BE SHOWN ON AS-SHOWN.

CLIENT: THE PRESERVES AT BRADBURY PARK, LLC  
 DRAWING NO.: 2004-0001  
 PROJECT NO.: 2004-0001  
 DRAWN BY: KJP  
 CHECKED BY: CFA



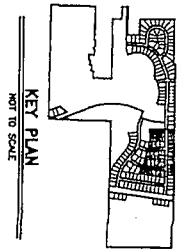
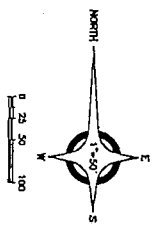
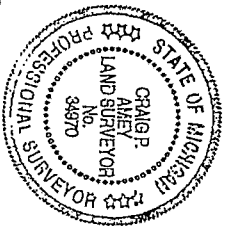
**ANDERSON, ECKSTEIN AND WESTRICK, INC.**  
 Civil Engineers & Surveyors - Architects  
 21501 Reservoir Road, Shady Township, Michigan 48316  
 Phone: 800-778-1131 Fax: 800-778-8780

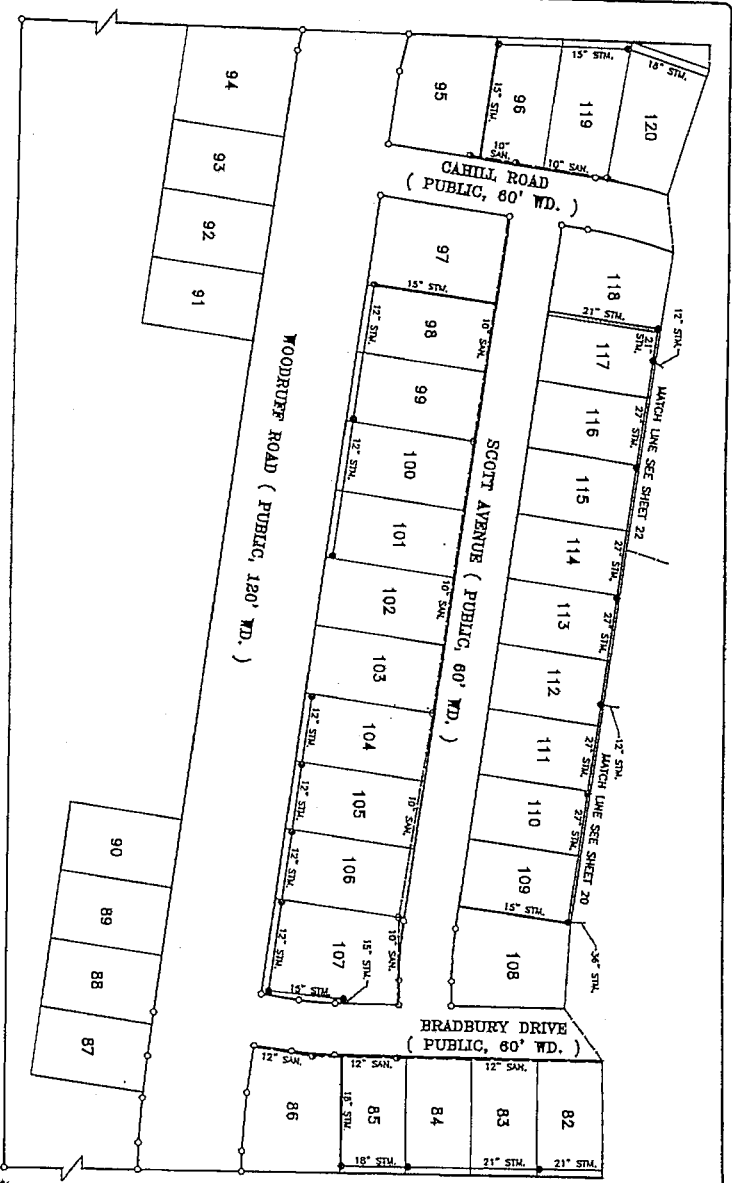
**PRESERVES AT BRADBURY PARK CONDOMINIUM**  
 UTILITY PLAN  
 PROPOSED  
 DECEMBER 9, 2005

MUST BE BUILT  
 NEED NOT BE BUILT  
 SEE DRAWING

SHEET NO. **20**

GRAIG R. AMERY  
 PROFESSIONAL SURVEYOR  
 LICENSE NO. 34870





- LEGEND**
- PHONE CABLE TV, ELECTRIC & GAS UTIL. COMPONENTS
  - SAUNDRY SERVICE
  - WATER MAIN
  - STORM SERVICE
  - SAUNDRY MAINTENANCE
  - HERBARIUM
  - DATE VALVE IN WELL
  - CATCH BASIN (RVAI)
  - CATCH BASIN (FRED)
  - STORM MAINTENANCE

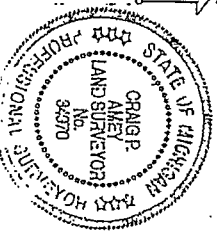
**GENERAL NOTES**

THE LOTS TO BE SERVED WITH SAUNDRY SERVICE, WATER MAIN AND STORM SERVICE BY THIS ANDERSON, ECKSTEIN AND WESTRICK, INC. DESIGN AND CONSTRUCTION AS SHOWN.

ALL LOTS TO BE SERVED WITH GAS, ELECTRIC, CABLE TELEVISION AND TELEPHONE.

THE DATE VALVE IN WELL, CATCH BASIN (RVAI) AND CATCH BASIN (FRED) AS RECORDED BY THE PROJECT PRESERVES AT BRADBURY PARK, AS RECORDED BY THE PROJECT PRESERVES AT BRADBURY PARK, UTILITY LOCATIONS WILL BE SHOWN ON APPLICABLE DRAWINGS.

THOMAS P. ANDERSON  
 PROFESSIONAL SURVEYOR  
 LICENSE NO. 31870



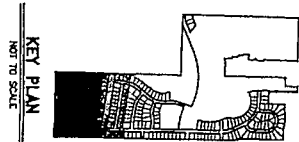
**CLIENT**  
 THE PRESERVES AT BRADBURY PARK, LLC  
 ONE TREE HILL, 2100 LANE  
 PROJECT NO. 44-1014 DRAWING NO. 44-1014

**ANDERSON, ECKSTEIN AND WESTRICK, INC.**  
 Civil Engineers - Surveyors - Architects  
 4300 Eisenhower Blvd., Shelby Township, Michigan 48116  
 Phone 588-728-1231 Fax 588-728-8790

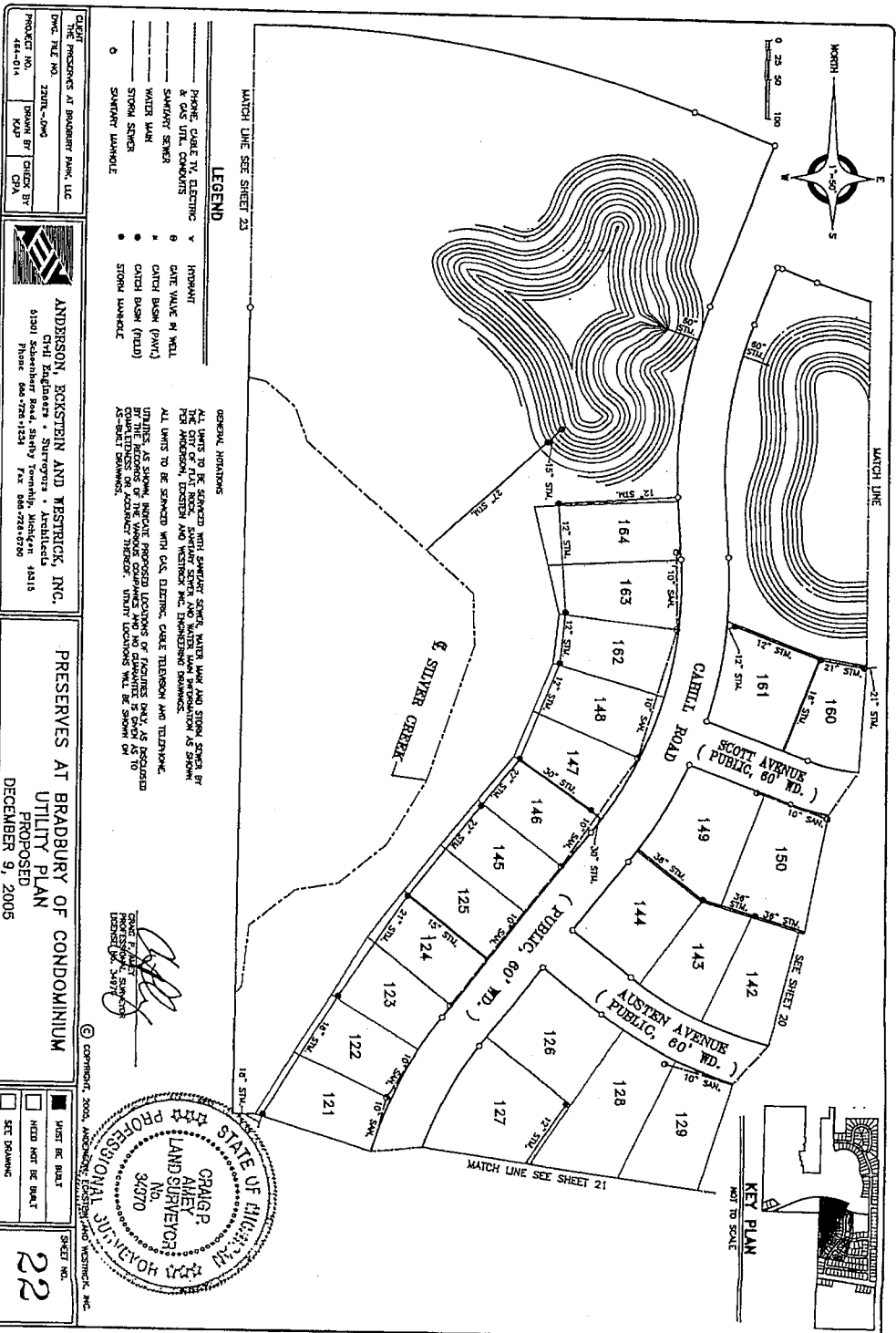
**PRESERVES AT BRADBURY PARK CONDOMINIUM**  
 UTILITY PLAN  
 PROPOSED  
 DECEMBER 9, 2005

SHEET NO. **21**

MUST BE BUILT  
 NEED NOT BE BUILT  
 SEE DRAWING







DATE: 11/14/05  
 DRAWN BY: [Signature]  
 CHECKED BY: [Signature]  
 PROJECT NO.: 2201-010  
 SHEET NO.: 22

**ANDERSON, ECKSTEIN AND WESTRICK, INC.**  
 Civil Engineers & Surveyors & Architects  
 6150 Scheunert Road, Shelby Township, Michigan 48151  
 Phone: 482-724-1234 Fax: 482-724-1270

**PRESERVES AT BRADBURY OF CONDOMINIUM**  
 UTILITY PLAN  
 PROPOSED  
 DECEMBER 9, 2005

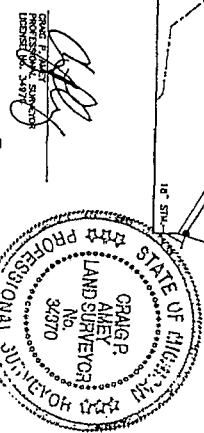
SHEET NO. **22**  
 UNIT BE BUILT  
 FIELD NOT BE BUILT  
 SET DRAWING

- LEGEND**
- v POWER CABLE TV, ELECTRIC & GAS UTIL. CONDUITS
  - w WATER MAIN
  - s STORM SEWER
  - cb CATCH BASIN (PUMP)
  - cb CATCH BASIN (FLOOD)
  - o STORM LAMPPOST

**GENERAL NOTES**

1. ALL UTILITIES TO BE LOCATED WITH SURVEY STAKE, WATER MARK AND STORM SEWER BY THE DATE OF THE PERMIT APPLICATION FOR THE PROJECT AS SHOWN ON THIS PLAN.

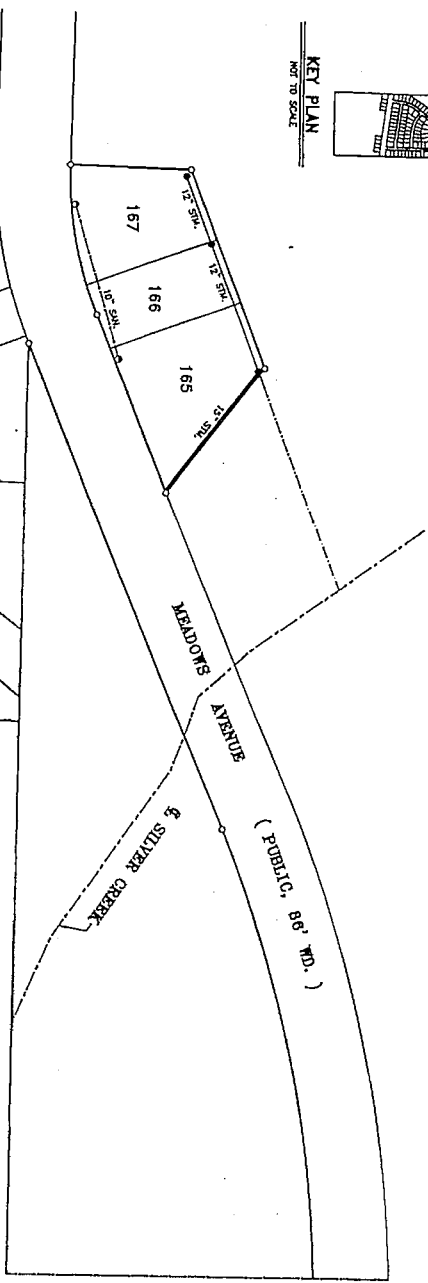
2. ALL UTILITIES TO BE LOCATED WITH GAS, ELECTRIC, CABLE TELEVISION AND TELEPHONE UTILITIES AS SHOWN, SUBJECT TO THE APPROVAL OF THE LOCAL UTILITY COMPANIES AND NO CONFLICTS OR INTERFERENCE WITH EXISTING UTILITIES OR LOCATIONS WILL BE SHOWN ON THIS PLAN.



© COPYRIGHT, 2005, ANDERSON, ECKSTEIN AND WESTRICK, INC.



KEY PLAN  
NOT TO SCALE

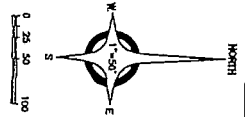
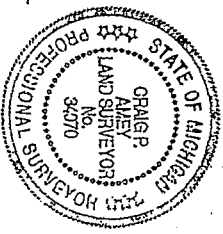


LEGEND

- ..... PROPOSED CABLE TV, TELEPHONE & GAS LINE CONDUITS
- ..... SANITARY SEWER
- ..... WATER MAIN
- ..... STORM SEWER
- SANITARY MANHOLE
- ..... HYDRAUNT
- CASE VALVE W/ WELL
- CATCH BASIN (CAV)
- CATCH BASIN (RAU)
- STORM MANHOLE

GENERAL NOTES:  
 ALL LOTS TO BE SERVICED WITH SANITARY SEWER, WATER MAIN AND STORM SEWER BY THE CITY OF BRADABURY PARK, MARYLAND. THE CITY ENGINEER'S PLAN FOR PERMITS FOR SANITARY SEWER, WATER MAIN AND STORM SEWER SHALL BE SHOWN BY THE ENGINEER.  
 ALL LOTS TO BE SERVICED WITH GAS, TELEPHONE, CABLE TELEVISION AND TELEPHONE. THE CITY ENGINEER'S PLAN FOR PERMITS FOR GAS, TELEPHONE, CABLE TELEVISION AND TELEPHONE SHALL BE SHOWN BY THE ENGINEER.  
 UTILITIES AS SHOWN ON THIS PROPOSED LAYOUT OF LOTS ARE AS REQUESTED BY THE OWNER. THE CITY ENGINEER'S PLAN FOR PERMITS FOR UTILITIES SHALL BE SHOWN BY THE ENGINEER.  
 ALL UTILITIES SHALL BE SHOWN ON THE CITY ENGINEER'S PLAN FOR PERMITS.

DATE: 11/14/05  
 DRAWN BY: J. J. JONES  
 CHECKED BY: J. J. JONES



MATCH LINE SEE SHEET 22

CLIENT: PRESERVES AT BRADABURY PARK, LLC  
 DRAWING NO.: 2304000  
 PROJECT NO.: 44-014  
 SHEET NO.: 23

ANDERSON, ECKSTEIN AND WESTOCK, INC.  
 Civil Engineers & Surveyors - Annapolis, MD  
 5120 Schomberg Road, Shiloh Township, Michigan 48116  
 Phone: 268-728-1241 Fax: 268-728-8780

PRESERVES AT BRADABURY PARK CONDOMINIUM  
 UTILITY PLAN  
 PROPOSED  
 DECEMBER 9, 2005

DATE: 11/14/05  
 DRAWN BY: J. J. JONES  
 CHECKED BY: J. J. JONES

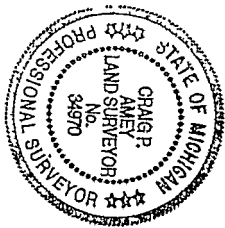
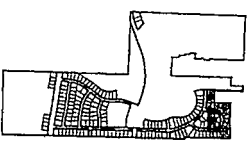
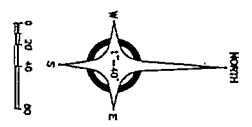
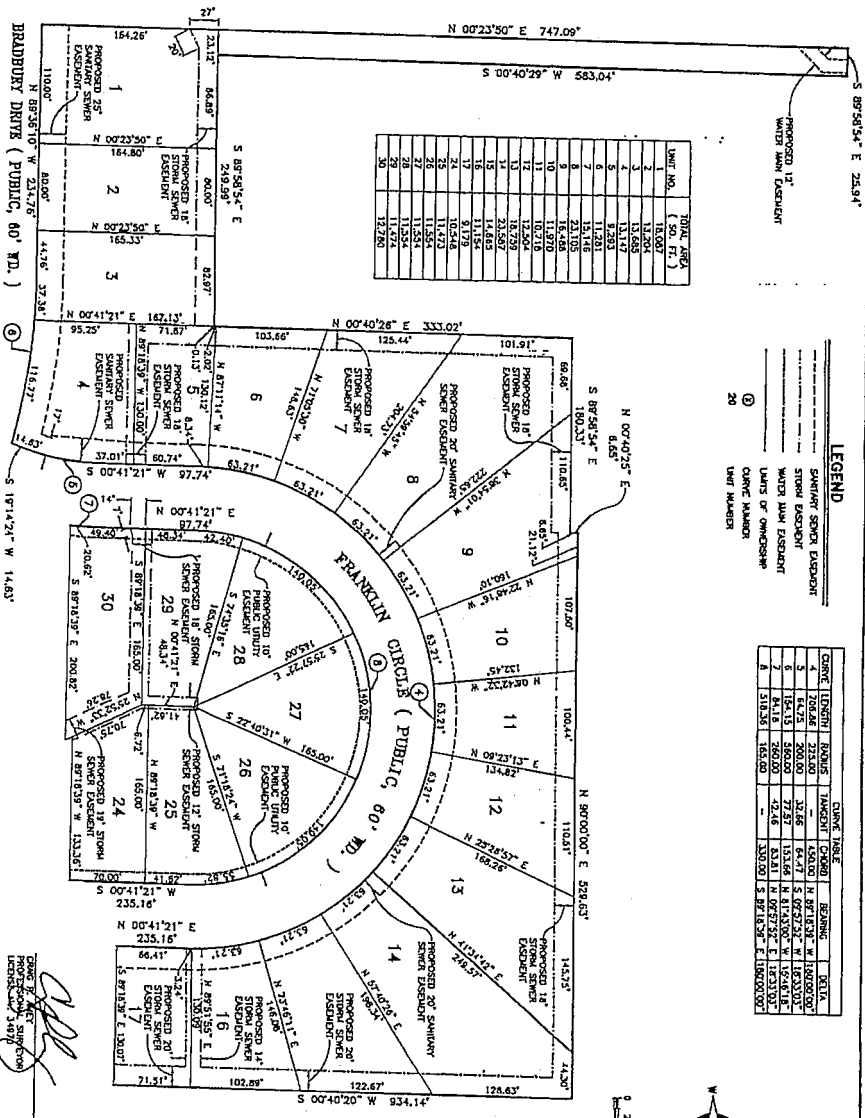
SHEET NO. 23

UNIT NO.	TOTAL AREA (SQ. FT.)
1	18,007
2	13,284
3	13,172
4	13,172
5	8,253
6	11,231
7	11,231
8	11,231
9	15,448
10	15,448
11	15,448
12	15,448
13	15,448
14	15,448
15	15,448
16	15,448
17	15,448
18	15,448
19	15,448
20	15,448
21	15,448
22	15,448
23	15,448
24	15,448
25	15,448
26	15,448
27	15,448
28	15,448
29	15,448
30	15,448

**LEGEND**

SHARED STORM EXHAUST  
 STORM EXHAUST  
 WASTE WATER EXHAUST  
 LIMIT OF ENCLOSURE  
 CURVE MARKER  
 UNIT NUMBER

CURVE LENGTH	CHORD BEARING	TANGENT BEARING	BEARING	DELTA
4	70.64°	23.80°	N 88°58'54" E	118.22°
5	64.75°	20.00°	S 27°52'32" W	162.00°
6	184.15°	59.00°	77.57°	153.66°
7	61.10°	26.00°	42.46°	83.81°
8	51.93°	16.00°	33.50°	67.18°
9	51.93°	16.00°	33.50°	67.18°
10	51.93°	16.00°	33.50°	67.18°
11	51.93°	16.00°	33.50°	67.18°
12	51.93°	16.00°	33.50°	67.18°
13	51.93°	16.00°	33.50°	67.18°
14	51.93°	16.00°	33.50°	67.18°
15	51.93°	16.00°	33.50°	67.18°
16	51.93°	16.00°	33.50°	67.18°
17	51.93°	16.00°	33.50°	67.18°
18	51.93°	16.00°	33.50°	67.18°
19	51.93°	16.00°	33.50°	67.18°
20	51.93°	16.00°	33.50°	67.18°
21	51.93°	16.00°	33.50°	67.18°
22	51.93°	16.00°	33.50°	67.18°
23	51.93°	16.00°	33.50°	67.18°
24	51.93°	16.00°	33.50°	67.18°
25	51.93°	16.00°	33.50°	67.18°
26	51.93°	16.00°	33.50°	67.18°
27	51.93°	16.00°	33.50°	67.18°
28	51.93°	16.00°	33.50°	67.18°
29	51.93°	16.00°	33.50°	67.18°
30	51.93°	16.00°	33.50°	67.18°



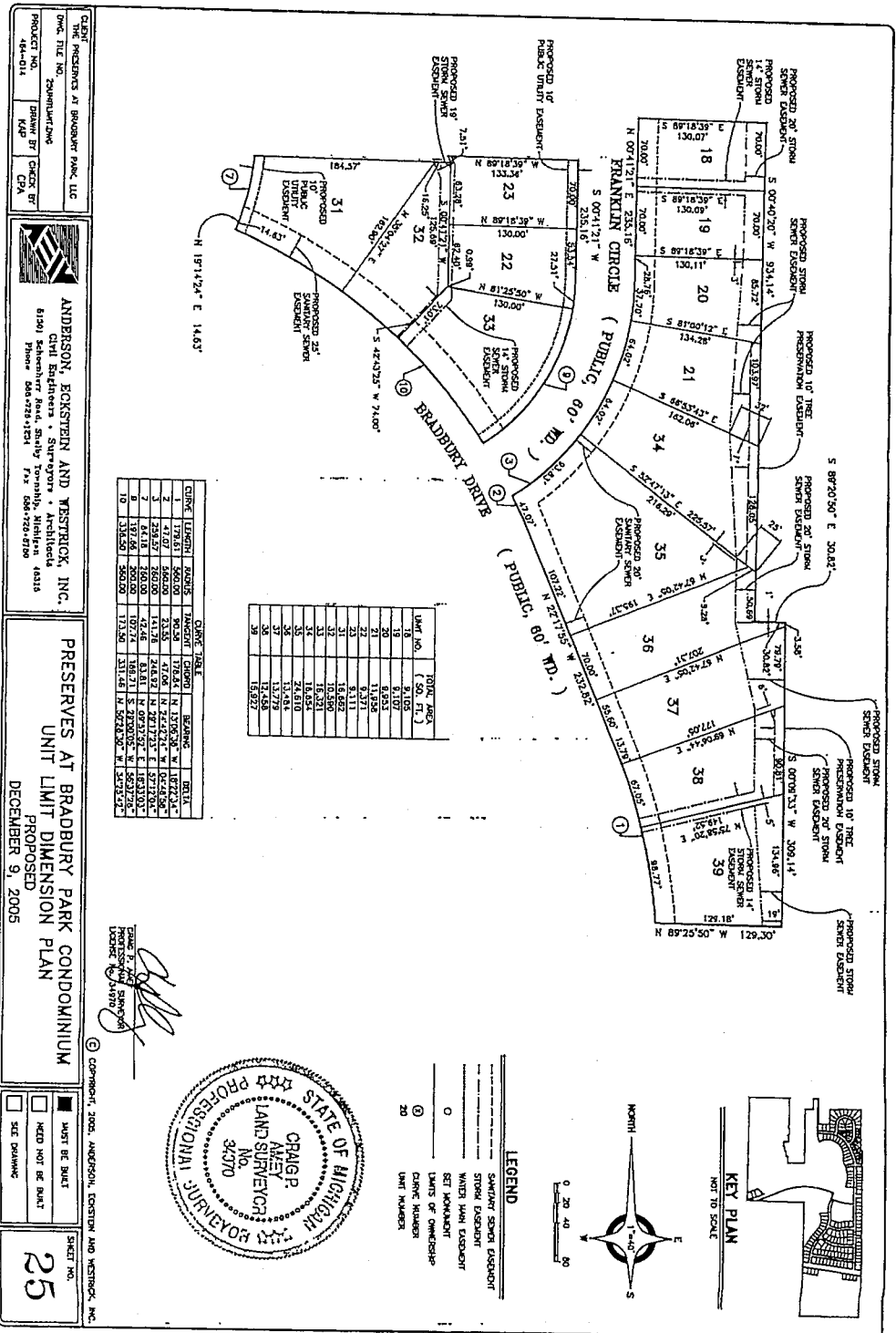
CLIENT: PRESERVES AT BRADBURY PARK, LLC  
 DRAWN BY: ZACHARY WANG  
 CHECK BY: KAP  
 PROJECT NO: 481-011  
 DATE: CPA



ANDERSON, ECKSTEIN AND WESTRICK, INC.  
 CIVIL ENGINEERS - SURVEYORS - ARCHITECTS  
 31501 Robinson Road, Shelby Township, Michigan 48116  
 Phone: 588-788-1234 Fax: 588-728-8780

PRESERVES AT BRADBURY PARK CONDOMINIUM  
 UNIT LIMIT DIMENSION PLAN  
 DECEMBER 9, 2005

SHEET NO. 24  
 MUST BE BUILT  
 NEED NOT BE BUILT  
 SET DRAWING



UNIT NO.	LENGTH	WIDTH	THICKNESS	CONCRETE	BEARING	AREA
1	41.07	56.620	11.35	47.06	N 24.53° W	1272.57
2	29.937	66.000	11.78	24.82	N 27.12° E	971.90
3	31.44	66.000	11.78	18.81	N 69.31° E	1833.01
4	31.44	66.000	11.78	18.81	N 69.31° E	1833.01
5	31.44	66.000	11.78	18.81	N 69.31° E	1833.01
6	31.44	66.000	11.78	18.81	N 69.31° E	1833.01
7	31.44	66.000	11.78	18.81	N 69.31° E	1833.01
8	31.44	66.000	11.78	18.81	N 69.31° E	1833.01
9	31.44	66.000	11.78	18.81	N 69.31° E	1833.01
10	31.44	66.000	11.78	18.81	N 69.31° E	1833.01
11	31.44	66.000	11.78	18.81	N 69.31° E	1833.01
12	31.44	66.000	11.78	18.81	N 69.31° E	1833.01
13	31.44	66.000	11.78	18.81	N 69.31° E	1833.01
14	31.44	66.000	11.78	18.81	N 69.31° E	1833.01
15	31.44	66.000	11.78	18.81	N 69.31° E	1833.01
16	31.44	66.000	11.78	18.81	N 69.31° E	1833.01
17	31.44	66.000	11.78	18.81	N 69.31° E	1833.01
18	31.44	66.000	11.78	18.81	N 69.31° E	1833.01
19	31.44	66.000	11.78	18.81	N 69.31° E	1833.01
20	31.44	66.000	11.78	18.81	N 69.31° E	1833.01
21	31.44	66.000	11.78	18.81	N 69.31° E	1833.01
22	31.44	66.000	11.78	18.81	N 69.31° E	1833.01
23	31.44	66.000	11.78	18.81	N 69.31° E	1833.01
24	31.44	66.000	11.78	18.81	N 69.31° E	1833.01
25	31.44	66.000	11.78	18.81	N 69.31° E	1833.01
26	31.44	66.000	11.78	18.81	N 69.31° E	1833.01
27	31.44	66.000	11.78	18.81	N 69.31° E	1833.01
28	31.44	66.000	11.78	18.81	N 69.31° E	1833.01
29	31.44	66.000	11.78	18.81	N 69.31° E	1833.01
30	31.44	66.000	11.78	18.81	N 69.31° E	1833.01
31	31.44	66.000	11.78	18.81	N 69.31° E	1833.01
32	31.44	66.000	11.78	18.81	N 69.31° E	1833.01
33	31.44	66.000	11.78	18.81	N 69.31° E	1833.01
34	31.44	66.000	11.78	18.81	N 69.31° E	1833.01
35	31.44	66.000	11.78	18.81	N 69.31° E	1833.01
36	31.44	66.000	11.78	18.81	N 69.31° E	1833.01
37	31.44	66.000	11.78	18.81	N 69.31° E	1833.01
38	31.44	66.000	11.78	18.81	N 69.31° E	1833.01
39	31.44	66.000	11.78	18.81	N 69.31° E	1833.01

DATE PREPARED AT BRADBURY PARK, LLC  
 TIME FILE NO. CHANGELINE  
 PROJECT NO. DRAWN BY CHECK BY  
 484-011 RKP CPA



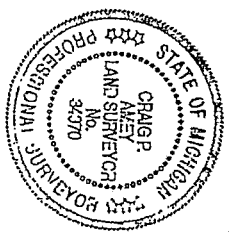
ANDERSON, ECKSTEIN AND WESTRICK, INC.  
 Civil Engineers • Surveyors • Architects  
 8190 Schenck Road, Suite 100, Nashville, TN 37115  
 Phone: 615-252-1124 Fax: 615-252-4700

PRESERVES AT BRADBURY PARK CONDOMINIUM  
 UNIT LIMIT DIMENSION PLAN  
 PROPOSED  
 DECEMBER 9, 2005

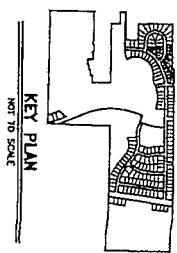
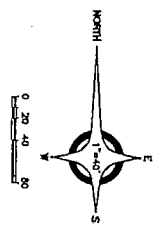
MUST BE BUILT  
 NEED NOT BE BUILT  
 SEE DRAWING

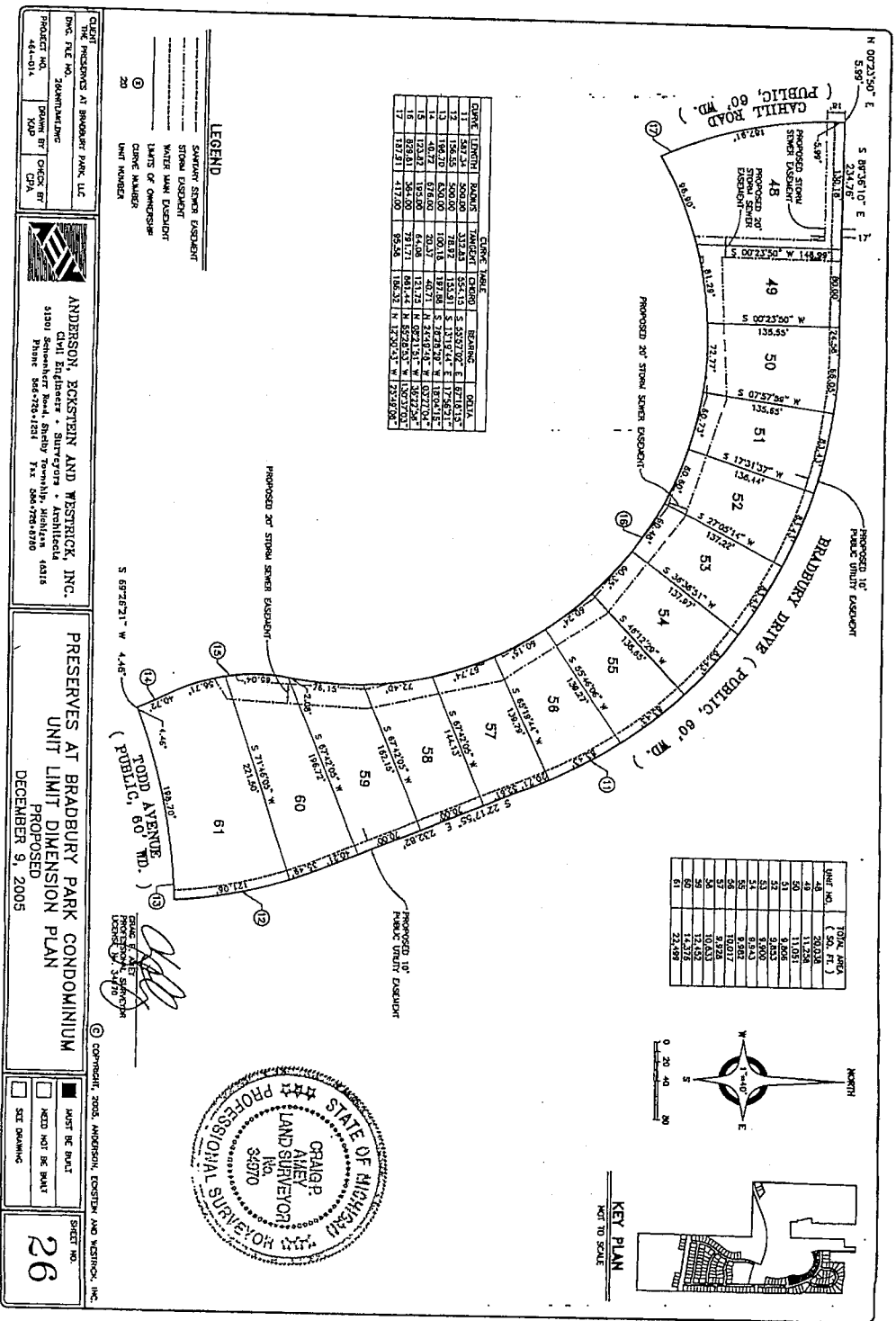
SHEET NO. 25

STATE OF MICHIGAN  
 PROFESSIONAL SURVEYOR  
 LICENSE NO. 34489



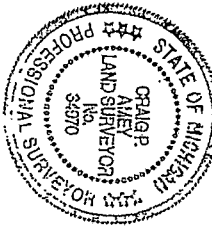
LEGEND  
 --- SAWDUST STORM EASEMENT  
 --- STORM EASEMENT  
 --- WATER MAIN EASEMENT  
 ○ SET MONUMENT  
 ○ LINES OF OWNERSHIP  
 ○ CLARK NUMBER  
 ○ UNIT NUMBER





DATE LISTED	BUYER	CLING VALE	OWNER	ACRES	BEARING	DETA
11	541.24	500.00	ALVIN	15.531	S 11°15'14" E	172.815
12	106.55	500.00	78.873	15.531	S 11°15'14" E	172.815
13	180.20	500.00	100.118	19.718	S 27°25'34" W	182.415
14	102.87	150.00	44.81	10.171	N 54°45'14" E	102.776
15	102.87	150.00	44.81	10.171	N 54°45'14" E	102.776
16	892.81	354.00	79.171	161.444	N 82°25'33" W	182.728
17	187.81	217.00	95.58	188.332	N 12°30'33" W	252.208

UNIT NO.	TOTAL AREA (SQ. FT.)
48	20,034
49	11,725
50	9,805
51	2,853
52	8,800
53	9,987
54	10,017
55	10,173
56	14,155
57	14,315
58	22,499

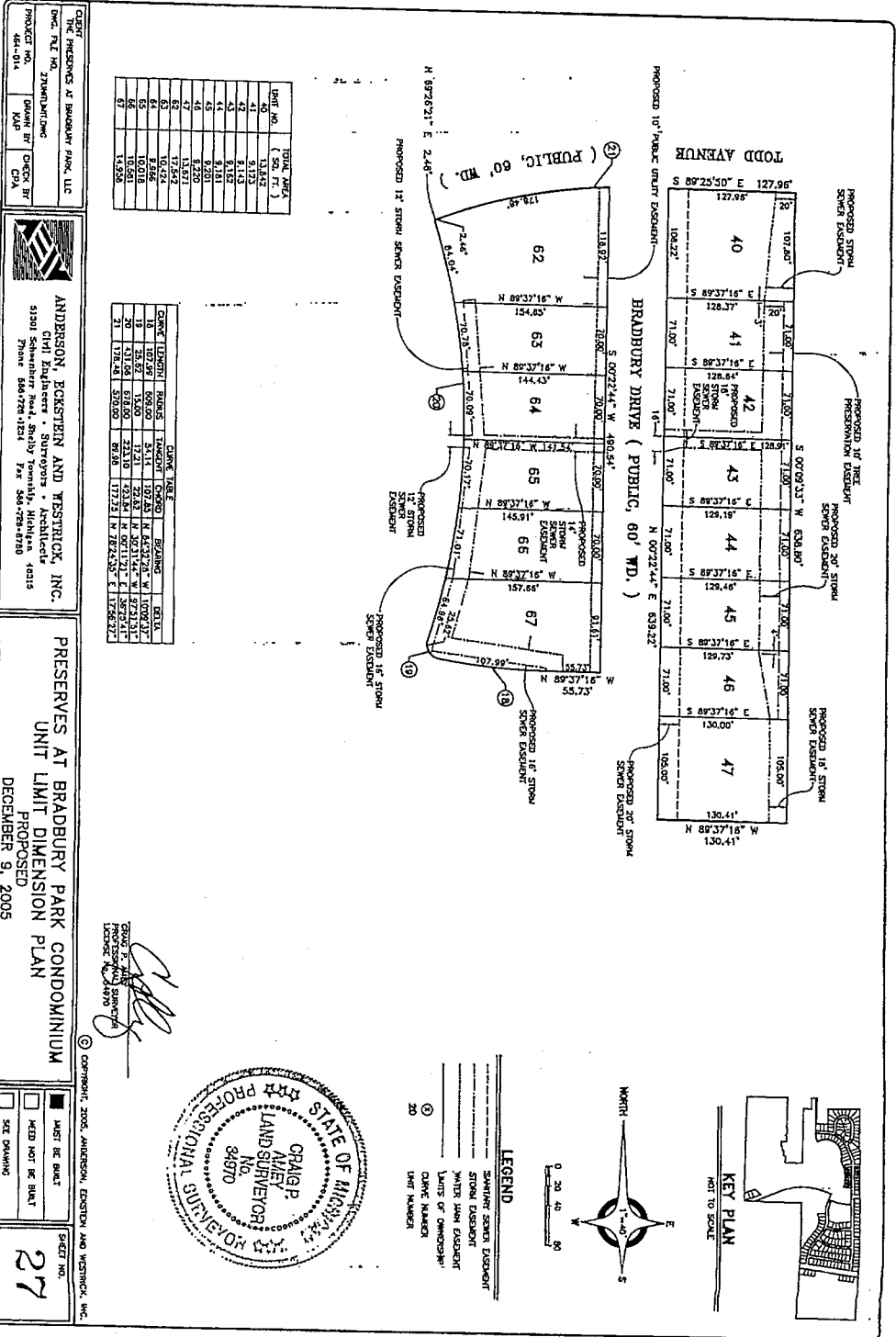


CLIENT: PRESERVES AT BRADBURY PARK, LLC  
 DRAWN BY: KJP  
 CHECK BY: CPA

ANDERSON, ECKSTEIN AND WESTRICK, INC.  
 Civil Engineers - Surveyors - Architects  
 3100 Shenandoah Road, Shelby Township, Michigan 48151  
 Phone: 586-728-1241 Fax: 586-728-9750

PRESERVES AT BRADBURY PARK CONDOMINIUM  
 UNIT LIMIT DIMENSION PLAN  
 PROPOSED  
 DECEMBER 9, 2005

SHEET NO. 26  
 JUST BE BUILT  
 NEED NOT BE BUILT  
 SEE DRAWING



UNIT NO.	TOTAL AREA (SQ. FT.)
40	3,132
41	3,132
42	3,132
43	3,132
44	3,132
45	3,132
46	3,230
47	13,871
48	10,272
49	8,546
50	10,018
51	14,581
52	14,581
53	14,581
54	14,581
55	14,581
56	14,581
57	14,581

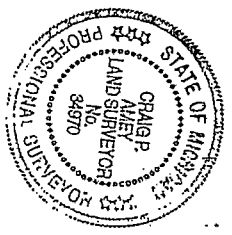
CLIMATE ZONE	DESIGN BASIS	TEMPERATURE	WIND VELOCITY	WIND DIRECTION	SEASON	DATA
18	100% RH	86.0	110	SE	WINTER	17
19	33% RH	73.0	120	SE	WINTER	17
20	100% RH	86.0	110	SE	WINTER	17
21	100% RH	86.0	110	SE	WINTER	17
22	100% RH	86.0	110	SE	WINTER	17
23	100% RH	86.0	110	SE	WINTER	17
24	100% RH	86.0	110	SE	WINTER	17
25	100% RH	86.0	110	SE	WINTER	17
26	100% RH	86.0	110	SE	WINTER	17
27	100% RH	86.0	110	SE	WINTER	17
28	100% RH	86.0	110	SE	WINTER	17
29	100% RH	86.0	110	SE	WINTER	17
30	100% RH	86.0	110	SE	WINTER	17
31	100% RH	86.0	110	SE	WINTER	17
32	100% RH	86.0	110	SE	WINTER	17
33	100% RH	86.0	110	SE	WINTER	17
34	100% RH	86.0	110	SE	WINTER	17
35	100% RH	86.0	110	SE	WINTER	17
36	100% RH	86.0	110	SE	WINTER	17
37	100% RH	86.0	110	SE	WINTER	17
38	100% RH	86.0	110	SE	WINTER	17
39	100% RH	86.0	110	SE	WINTER	17
40	100% RH	86.0	110	SE	WINTER	17
41	100% RH	86.0	110	SE	WINTER	17
42	100% RH	86.0	110	SE	WINTER	17
43	100% RH	86.0	110	SE	WINTER	17
44	100% RH	86.0	110	SE	WINTER	17
45	100% RH	86.0	110	SE	WINTER	17
46	100% RH	86.0	110	SE	WINTER	17
47	100% RH	86.0	110	SE	WINTER	17
48	100% RH	86.0	110	SE	WINTER	17
49	100% RH	86.0	110	SE	WINTER	17
50	100% RH	86.0	110	SE	WINTER	17
51	100% RH	86.0	110	SE	WINTER	17
52	100% RH	86.0	110	SE	WINTER	17
53	100% RH	86.0	110	SE	WINTER	17
54	100% RH	86.0	110	SE	WINTER	17
55	100% RH	86.0	110	SE	WINTER	17
56	100% RH	86.0	110	SE	WINTER	17
57	100% RH	86.0	110	SE	WINTER	17

CLIENT  
THE PRESERVES AT BRADBURY PARK, LLC  
DMC FILE NO. 270000000000  
PROJECT NO. 000000000000  
484-011  
DESIGN BY  
KMP  
CHECK BY  
CWA

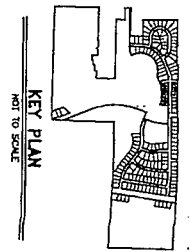
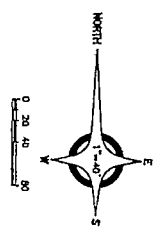
ANDERSON, ECKSTEIN AND WESTRICK INC.  
Civil Engineers Surveyors  
5130 Schenker Road, Shelby Township, Michigan 48151  
Phone 888-778-1151 Fax 588-728-8710

PRESERVES AT BRADBURY PARK CONDOMINIUM  
UNIT LIMIT DIMENSION PLAN  
PROPOSED  
DECEMBER 9, 2005

SHEET NO. 27  
 NOT BE BUILT  
 NEED NOT BE BUILT  
 SEE DRAWING



LEGEND  
 SHADING STORM EASEMENT  
 STORM EASEMENT  
 TREE PRESERVATION EASEMENT  
 20' STORM SEWER EASEMENT  
 CLIMATE NUMBER  
 UNIT NUMBER



DATE: 11/17/05  
 DRAWN BY: [Signature]  
 CHECKED BY: [Signature]  
 PROJECT NO.: 000000000000

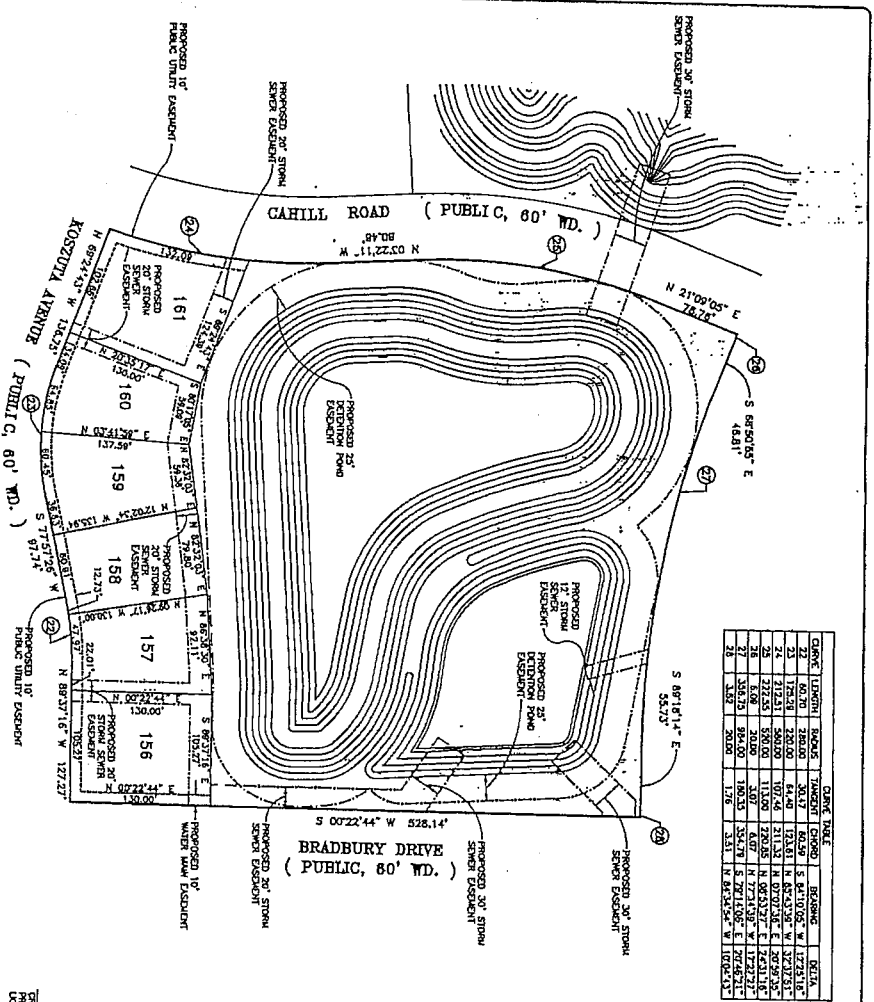
CLIENT  
THE PRESERVES AT BRADBURY PARK, LLC  
DRAWN BY CHECK BY  
KAW CPA

ANDERSON, ECKSTEIN AND WESTRICK, INC.  
15401 Philadelphia Road, Suite 300  
Shirlington, VA 22088  
Phone 544-728-1844 Fax 544-728-8290

PRESERVES AT BRADBURY PARK CONDOMINIUM  
UNIT LIMIT DIMENSION PLAN  
PROPOSED  
DECEMBER 9, 2005

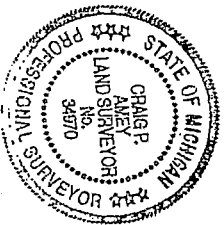
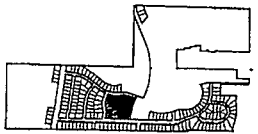
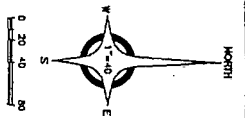
COMMON: ZONED ANDERSON, ECKSTEIN AND WESTRICK, INC.  
 MUST BE BUILT  
 NEED NOT BE BUILT  
 SEE DRAWING

SHEET NO.  
**28**

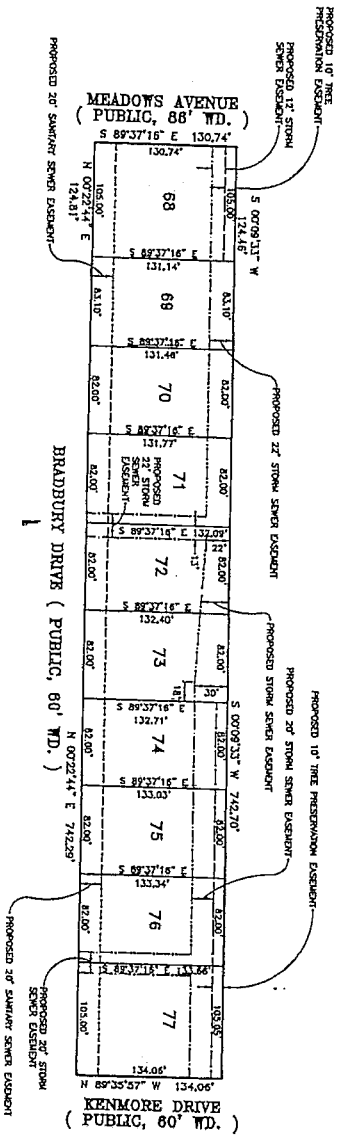


CHUCK HILSON	DATE	TIME	REVISION	BY
27	06/20	2:00 PM	NO. 1	CHUCK HILSON
23	1/24/05	2:00 PM	NO. 2	CHUCK HILSON
24	2/12/05	9:00 AM	NO. 3	CHUCK HILSON
25	2/28/05	2:00 PM	NO. 4	CHUCK HILSON
26	3/28/05	2:00 PM	NO. 5	CHUCK HILSON
27	3/28/05	2:00 PM	NO. 6	CHUCK HILSON
28	3/28/05	2:00 PM	NO. 7	CHUCK HILSON

UNIT NO.	TOTAL AREA (SQ. FT.)
156	11,055
157	11,055
158	10,179
159	10,653
160	10,653
161	15,453



**LEGEND**  
 SHADDED STORM EASEMENT  
 STORM EASEMENT  
 WATER MAIN EASEMENT  
 LINES OF OWNERSHIP  
 DRIVE MARKER  
 UNIT NUMBER



**LEGEND**

SWAMPY SEWER EASEMENT

STORM SEWER EASEMENT

WATER MAIN EASEMENT

LIMITS OF OWNERSHIP

LOT NUMBER

UNIT NUMBER

UNIT NO.	TOTAL AREA (SQ. FT.)
68	10,746
69	10,746
70	10,746
71	10,818
72	10,818
73	10,818
74	10,818
75	10,818
76	10,818
77	10,818

CLIENT: THE PRESERVES AT BRADBURY PARK, LLC

DWG. FILE NO.: 20050412106

PROJECT NO.: 44-14311

DRAWN BY: RAS

CHECK BY: CPA



ANDERSON, ECKSTEIN AND WESTRICK, INC.

5180 South Boulevard - Ste 200 - Asheville

Phone: 866-726-1233 Fax: 866-726-1236

PRESERVES AT BRADBURY PARK CONDOMINIUM

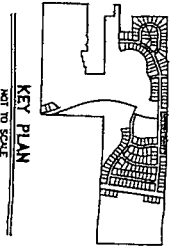
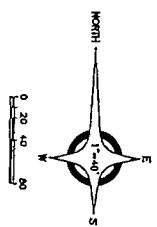
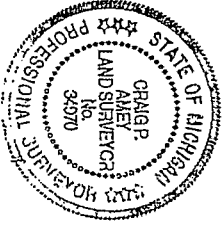
UNIT LIMIT DIMENSION PLAN

PROPOSED

DECEMBER 9, 2005

MUST BE BUILT  
 NEED NOT BE BUILT  
 SEE DRAWING

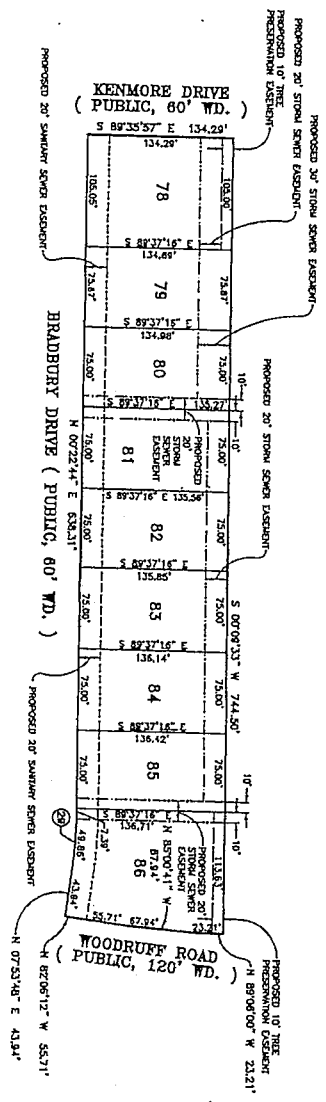
SHEET NO. 29



ORAIGP. AMEY LAND SIENEYEVA  
 LICENSE NO. 32370

© COPYRIGHT, 2005, ANDERSON, ECKSTEIN AND WESTRICK, INC.





LIMIT NO.	TOTAL AREA (SQ. FT.)
78	14,123
79	10,820
80	10,820
81	10,820
82	10,820
83	10,820
84	10,820
85	10,820
86	15,280

**LEGEND**

- SWANNEY SEWER EASEMENT
- STREET EASEMENT
- WATER MAIN EASEMENT
- LIMITS OF OWNERSHIP
- CURVE NUMBER
- 20 LIMIT NUMBER

CURVE	LENGTH	INDICES	INTEGRAL	CHORD	BEARING	BEARING	BEARING	BEARING
20	148.82	300.00	5.517	118.81	N. 89°08'00" W.	N. 89°08'00" W.	N. 89°08'00" W.	N. 89°08'00" W.

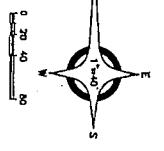
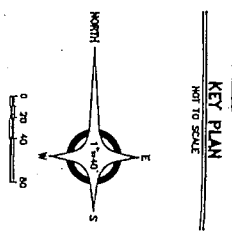
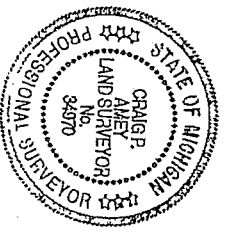
CLIENT: PRESERVES AT BRADBURY PARK, LLC  
 DRG. FILE NO.: 20050121000  
 PROJECT NO.: 0000000100  
 DATE: 12-01-05



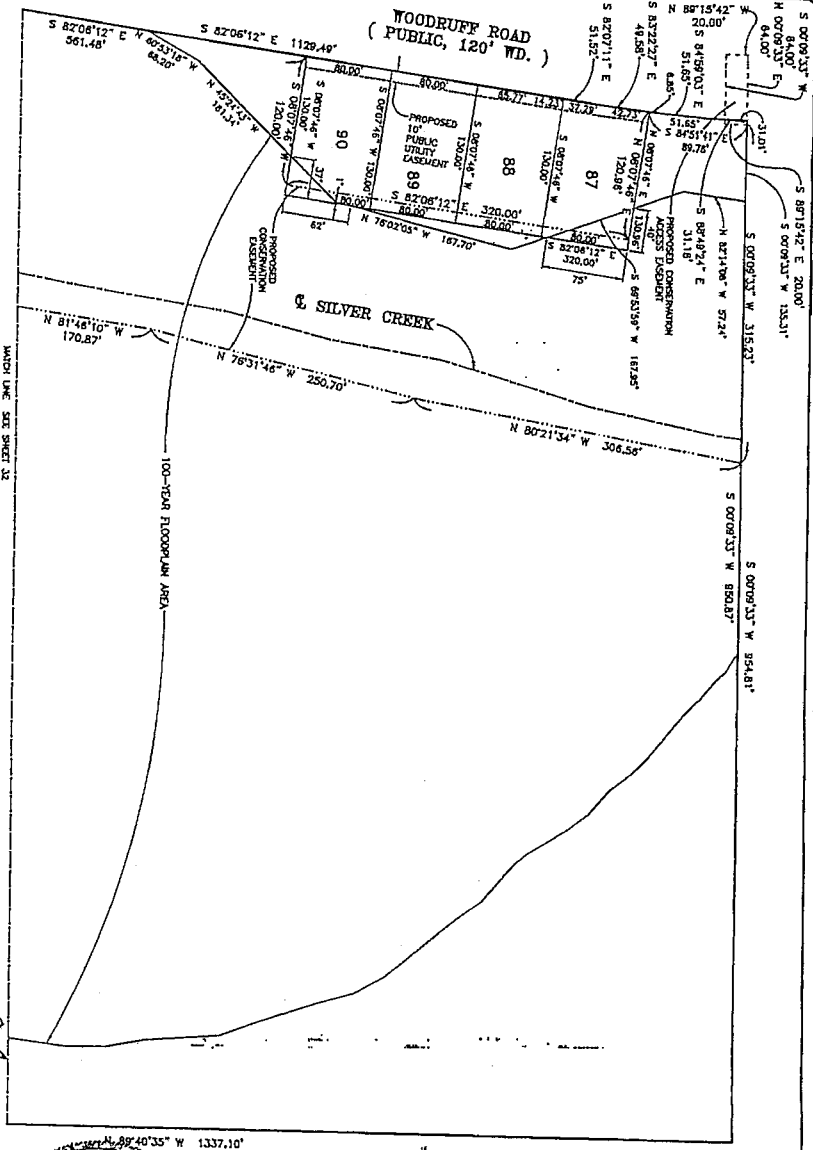
ANDERSON, ECKSTEIN AND WESTRICK, INC.  
 Civil Engineers & Surveyors II, Architects  
 6190 Schenck Road, Shelby Township, Michigan 48116  
 Phone: 588-726-1234 Fax: 588-726-8788

PRESERVES AT BRADBURY PARK CONDOMINIUM  
 UNIT LIMIT DIMENSION PLAN  
 PROPOSED  
 DECEMBER 9, 2005

Prepared by: [Signature]  
 Checked by: [Signature]  
 Date: 12-09-05



COMMENT: 2005 ANDERSON, ECKSTEIN AND WESTRICK, INC.  
 PART BE BUILT  
 NEED NOT BE BUILT  
 SEE DRAWING  
 SHEET NO. 30



CLIENT  
THE PRESERVES AT BRADBURY PARK, LLC  
DWC FILE NO. 21104101010  
PROJECT NO. 445  
DRAWN BY GJK  
CHECKED BY GJK



ANDERSON, ECKSTEIN AND WESTRICK, INC.  
3190 Schenckert Road, Suite 200, Franklin, Michigan 48416  
Phone 360-728-4360

PRESERVES AT BRADBURY PARK CONDOMINIUM  
UNIT LIMIT DIMENSION PLAN  
PROPOSED  
DECEMBER 9, 2005

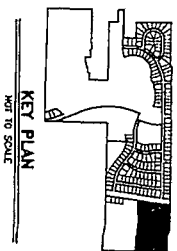
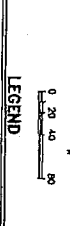
SEAL OF A PROFESSIONAL ENGINEER  
LICENSE NO. 497



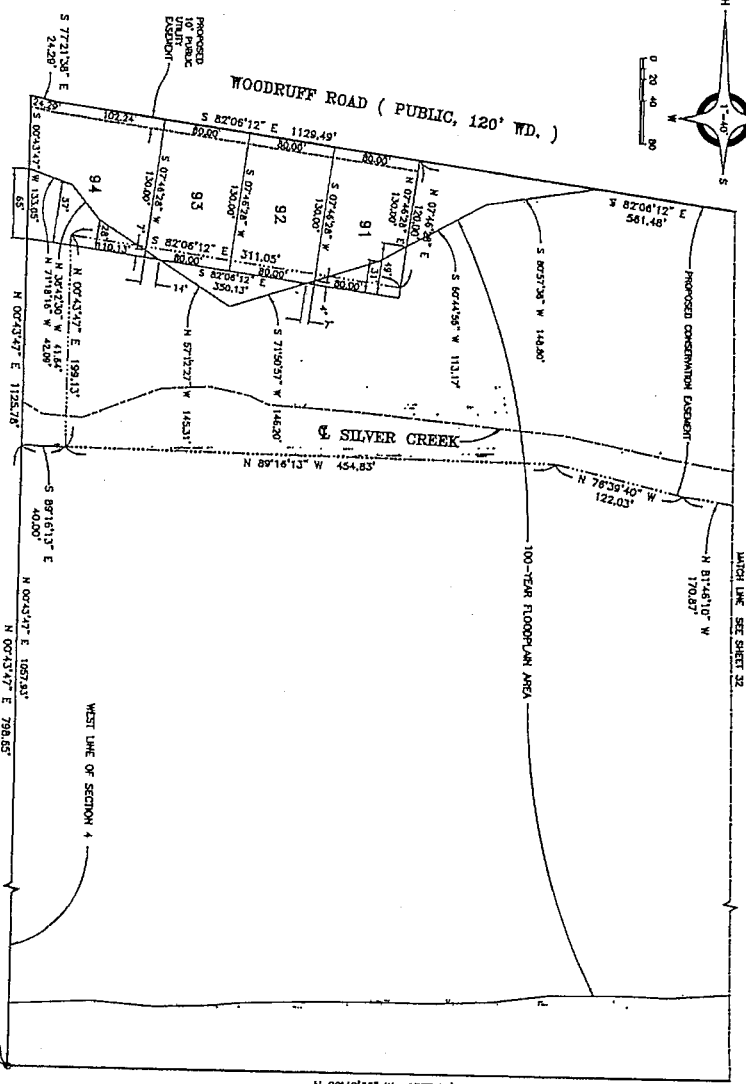
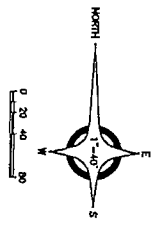
UNIT NO.	TOTAL AREA (SQ. FT.)
87	10,000
88	10,000
89	10,000
90	10,000

LEGEND  
STANDARD SYMBOLS  
SOLID BOUNDARY  
DASHED BOUNDARY  
LIMITS OF DIMENSIONS  
OWNER NUMBER  
UNIT NUMBER

20



MUST BE BUILT  
 NEED NOT BE BUILT  
 SEE DRAWING  
 SHEET NO. **31**



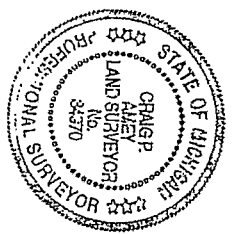
CLIENT: PRESERVES AT BRADBURY PARK, LLC  
 PROJECT NO.: 24-250  
 DRAWN BY: KJP  
 CHECK BY: CPA

**ANDERSON, ECKSTEIN AND WESTRICK, INC.**  
 Civil Engineers - Surveyors - Architects  
 5191 Sabanaher Road, Shady Township, Michigan 48115  
 Phone 988-728-1234 Fax 506-728-8780

**PRESERVES AT BRADBURY PARK CONDOMINIUM**  
 UNIT LIMIT DIMENSION PLAN  
 DECEMBER 9, 2005

© COPYRIGHT 2005, ANDERSON, ECKSTEIN AND WESTRICK, INC.  
 SHEET NO. **32**

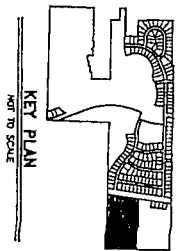
SOUTHWEST CORNER  
 OF SECTION 4  
 CONTAINS  
 CENTER  
 POINT OF PLAT ROCK  
 WATNE COUNTY, IL



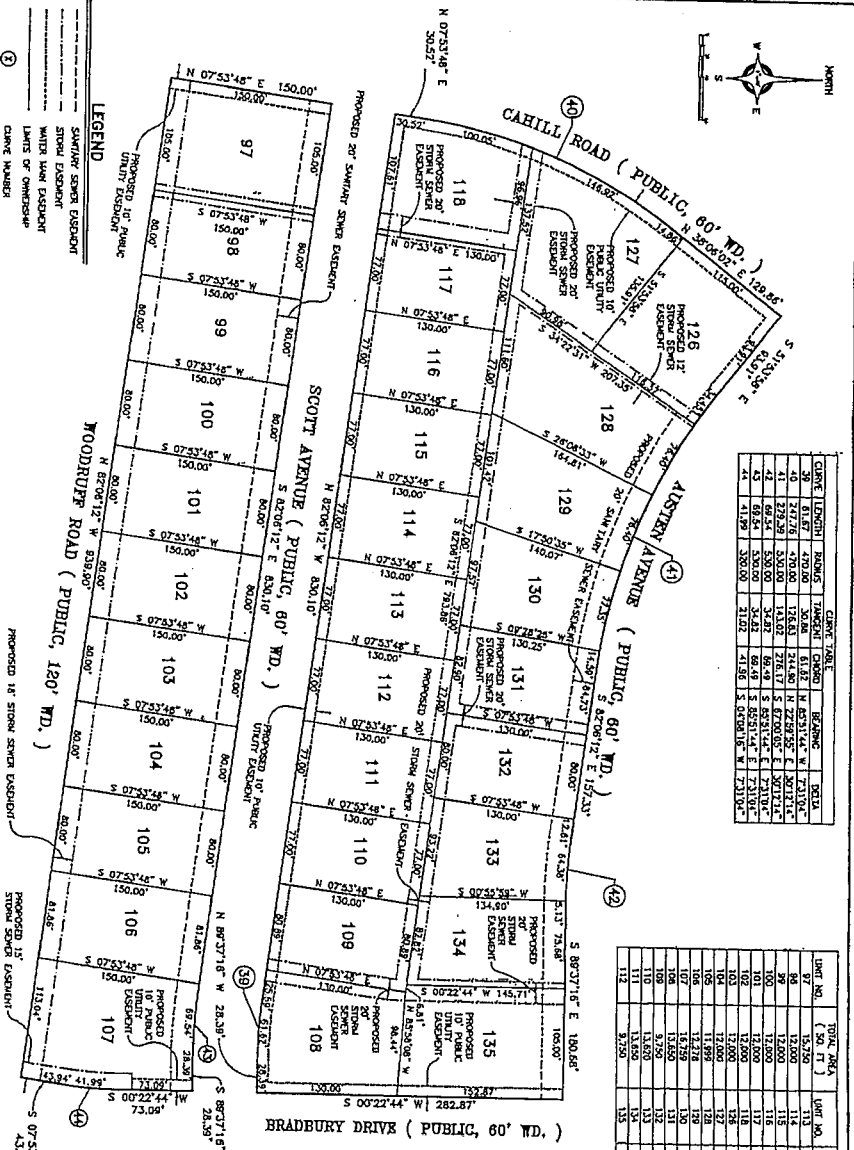
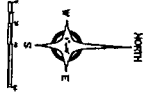
UNIT NO.	TOTAL AREA (SQ. FT.)
91	14,400
92	14,400
93	14,400
94	14,400

**LEGEND**

- SANDWY STREAM EASEMENT
- STORM EASEMENT
- WATER MAIN EASEMENT
- LINES OF OWNERSHIP
- CURVE NUMBER
- 20 --- UNIT NUMBER



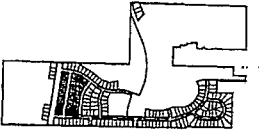
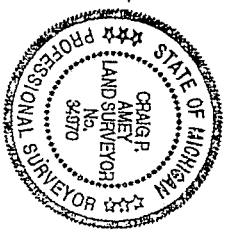
NOT TO SCALE



CLIENT TABLE

UNIT #	LENGTH	WIDTH	TANGENT	CURVE	BEARING	AREA
97	61.87	470.00	30.00	61.87	N 67°31'44" E	7,713.74
98	61.87	470.00	30.00	61.87	N 67°31'44" E	7,713.74
99	61.87	470.00	30.00	61.87	N 67°31'44" E	7,713.74
100	61.87	470.00	30.00	61.87	N 67°31'44" E	7,713.74
101	61.87	470.00	30.00	61.87	N 67°31'44" E	7,713.74
102	61.87	470.00	30.00	61.87	N 67°31'44" E	7,713.74
103	61.87	470.00	30.00	61.87	N 67°31'44" E	7,713.74
104	61.87	470.00	30.00	61.87	N 67°31'44" E	7,713.74
105	61.87	470.00	30.00	61.87	N 67°31'44" E	7,713.74
106	61.87	470.00	30.00	61.87	N 67°31'44" E	7,713.74
107	61.87	470.00	30.00	61.87	N 67°31'44" E	7,713.74
108	61.87	470.00	30.00	61.87	N 67°31'44" E	7,713.74
109	61.87	470.00	30.00	61.87	N 67°31'44" E	7,713.74
110	61.87	470.00	30.00	61.87	N 67°31'44" E	7,713.74
111	61.87	470.00	30.00	61.87	N 67°31'44" E	7,713.74
112	61.87	470.00	30.00	61.87	N 67°31'44" E	7,713.74
113	61.87	470.00	30.00	61.87	N 67°31'44" E	7,713.74
114	61.87	470.00	30.00	61.87	N 67°31'44" E	7,713.74
115	61.87	470.00	30.00	61.87	N 67°31'44" E	7,713.74
116	61.87	470.00	30.00	61.87	N 67°31'44" E	7,713.74
117	61.87	470.00	30.00	61.87	N 67°31'44" E	7,713.74
118	61.87	470.00	30.00	61.87	N 67°31'44" E	7,713.74
119	61.87	470.00	30.00	61.87	N 67°31'44" E	7,713.74
120	61.87	470.00	30.00	61.87	N 67°31'44" E	7,713.74
121	61.87	470.00	30.00	61.87	N 67°31'44" E	7,713.74
122	61.87	470.00	30.00	61.87	N 67°31'44" E	7,713.74
123	61.87	470.00	30.00	61.87	N 67°31'44" E	7,713.74
124	61.87	470.00	30.00	61.87	N 67°31'44" E	7,713.74
125	61.87	470.00	30.00	61.87	N 67°31'44" E	7,713.74
126	61.87	470.00	30.00	61.87	N 67°31'44" E	7,713.74
127	61.87	470.00	30.00	61.87	N 67°31'44" E	7,713.74
128	61.87	470.00	30.00	61.87	N 67°31'44" E	7,713.74
129	61.87	470.00	30.00	61.87	N 67°31'44" E	7,713.74
130	61.87	470.00	30.00	61.87	N 67°31'44" E	7,713.74
131	61.87	470.00	30.00	61.87	N 67°31'44" E	7,713.74
132	61.87	470.00	30.00	61.87	N 67°31'44" E	7,713.74
133	61.87	470.00	30.00	61.87	N 67°31'44" E	7,713.74
134	61.87	470.00	30.00	61.87	N 67°31'44" E	7,713.74
135	61.87	470.00	30.00	61.87	N 67°31'44" E	7,713.74

UNIT NO.	TOTAL AREA (SQ. FT.)
97	15,270.00
98	15,270.00
99	15,270.00
100	15,270.00
101	15,270.00
102	15,270.00
103	15,270.00
104	15,270.00
105	15,270.00
106	15,270.00
107	15,270.00
108	15,270.00
109	15,270.00
110	15,270.00
111	15,270.00
112	15,270.00
113	15,270.00
114	15,270.00
115	15,270.00
116	15,270.00
117	15,270.00
118	15,270.00
119	15,270.00
120	15,270.00
121	15,270.00
122	15,270.00
123	15,270.00
124	15,270.00
125	15,270.00
126	15,270.00
127	15,270.00
128	15,270.00
129	15,270.00
130	15,270.00
131	15,270.00
132	15,270.00
133	15,270.00
134	15,270.00
135	15,270.00



CLIENT: PRESERVES AT BRADBURY PARK, LLC  
 DPC, REL. NO. 2004-0018  
 PROJECT NO. 44-014  
 DRAWN BY: KAP  
 CHECKED BY: CDV

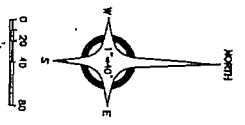
ANDERSON, KRISTEIN AND WESTRICK, INC.  
 Civil Engineers - Surveyors - Architects  
 3100 Schaeffer Road, Shelby Township, Michigan 48151  
 Phone: 482-724-1231 Fax: 482-724-8780

PRESERVES AT BRADBURY PARK CONDOMINIUM  
 UNIT LIMIT DIMENSION PLAN  
 PROPOSED  
 DECEMBER 9, 2005

DATE OF THIS PLAN: 12/9/05  
 LICENSE NO. 38078  
 SHEET NO. 33

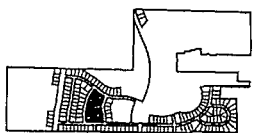
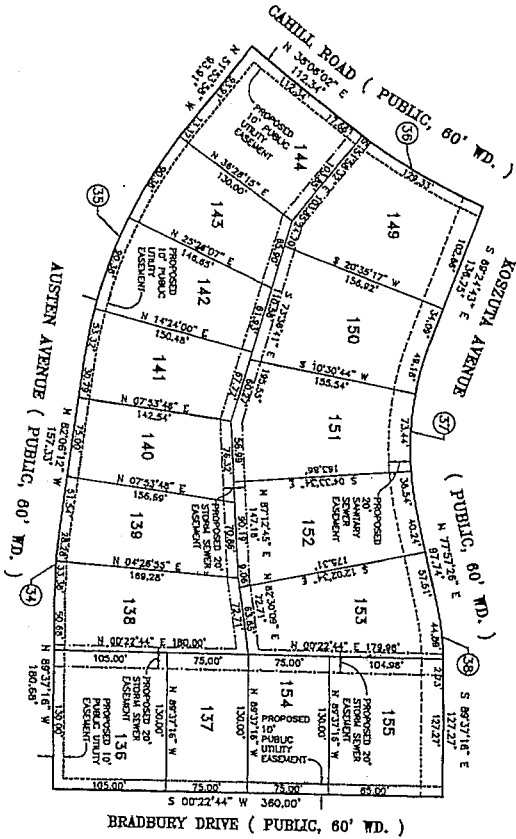
LEGEND  
 SWIMWAY ASPHALT EASEMENT  
 STORM SEWER EASEMENT  
 WATER MAIN EASEMENT  
 LIMITS OF OWNERSHIP  
 CURVE NUMBER: 20  
 UNIT NUMBER

DATE OF THIS PLAN: 12/9/05  
 LICENSE NO. 38078  
 SHEET NO. 33

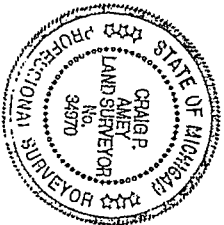


UNIT NO.	TOTAL AREA (SQ. FT.)
135	13,659
136	11,420
137	12,228
138	11,221
139	12,228
140	11,221
141	11,221
142	11,221
143	10,751
144	13,714
145	14,548
146	14,548
147	14,548
148	14,548
149	14,548
150	14,548
151	14,548
152	8,725
153	13,550

CONCRETE LENGTH	BOARDS	CONCRETE	BRICKS	CEILING	DATA
35	27,772	170.00	18,643	N 85°51'21" W	27'10"
36	17,726	58.00	74.03	N 87°49'32" E	14'05.51"
37	19,346	28.00	31.95	S 82°43'37" E	37'03.51"
38	37,782	28.00	33.91	N 87°50' N	17'52" E



- LEGEND**
- SWAMPY SPOT EVIDENCE
  - STREET EVIDENCE
  - WATER EVIDENCE
  - LANDS OF OWNERSHIP
  - CURVE NUMBER
  - UNIT NUMBER



*[Signature]*  
 CRAIG AMEY  
 PROFESSIONAL SURVEYOR

CLIENT  
 THE PROCEEDINGS AT BRADBURY PARK, LLC  
 DRAWN BY: JAWHARUDIN  
 CHECK BY: CPA

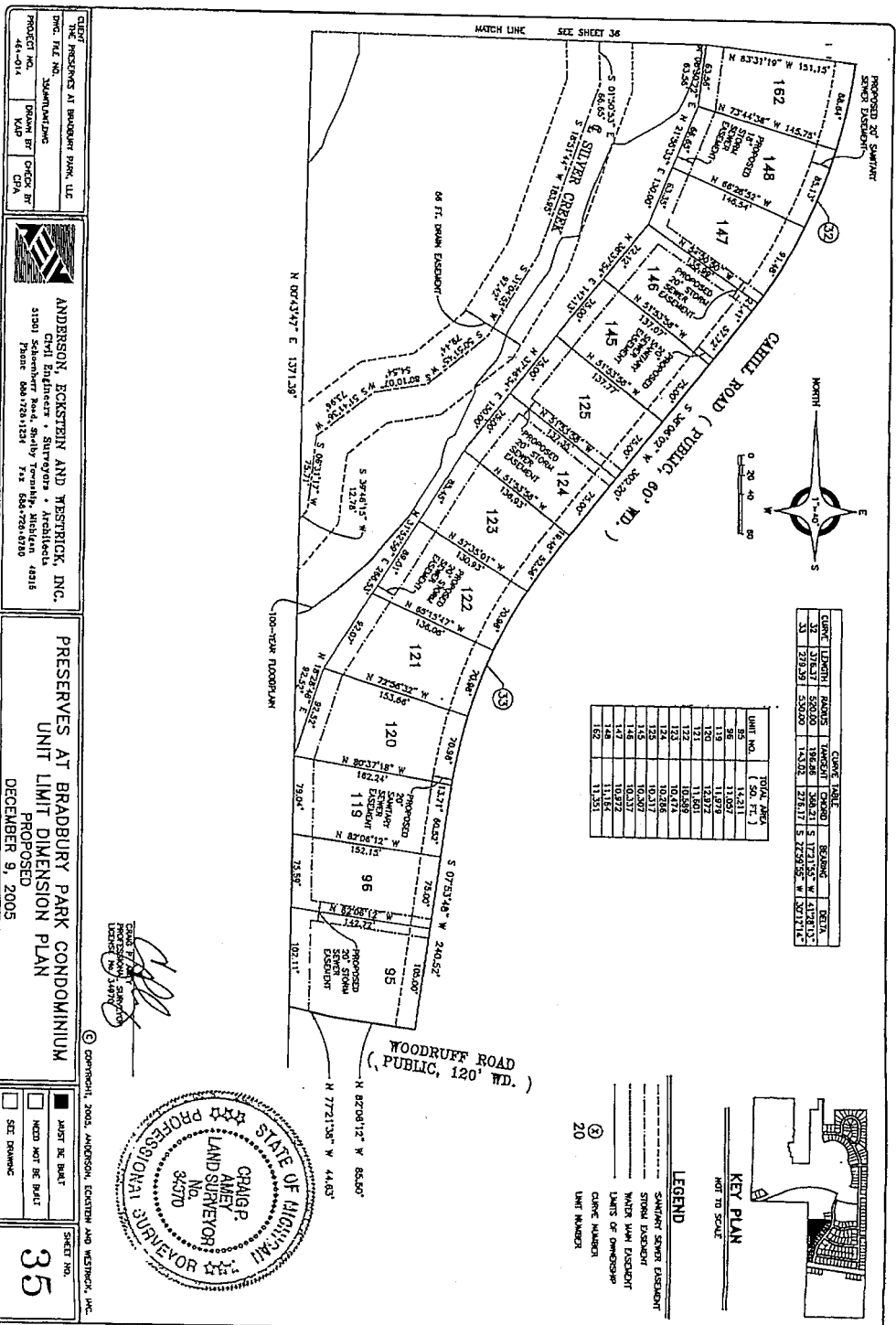
ANDERSON, ECKSTEIN AND WESTRICK, INC.  
 Civil Engineers & Surveyors  
 4818 Phoenix  
 564-788-1234  
 174 584-788-0930

PRESERVES AT BRADBURY PARK CONDOMINIUM  
 UNIT LIMIT DIMENSION PLAN  
 PROPOSED  
 DECEMBER 9, 2005

ASB BE BUILT  
 NEED NOT BE BUILT  
 SEE DRAWING

SHEET NO.  
**34**

© COPYRIGHT, 2005, ANDERSON, ECKSTEIN AND WESTRICK, INC.



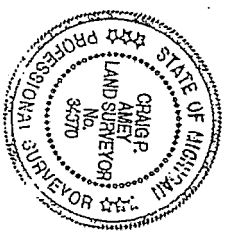
OWNER  
THE PRESERVES AT BRADBURY PARK, LLC  
PROJECT FILE NO. 2005-00000000  
PROJECT NO. 481-014  
DRAWN BY YAP  
CHECK BY CPA



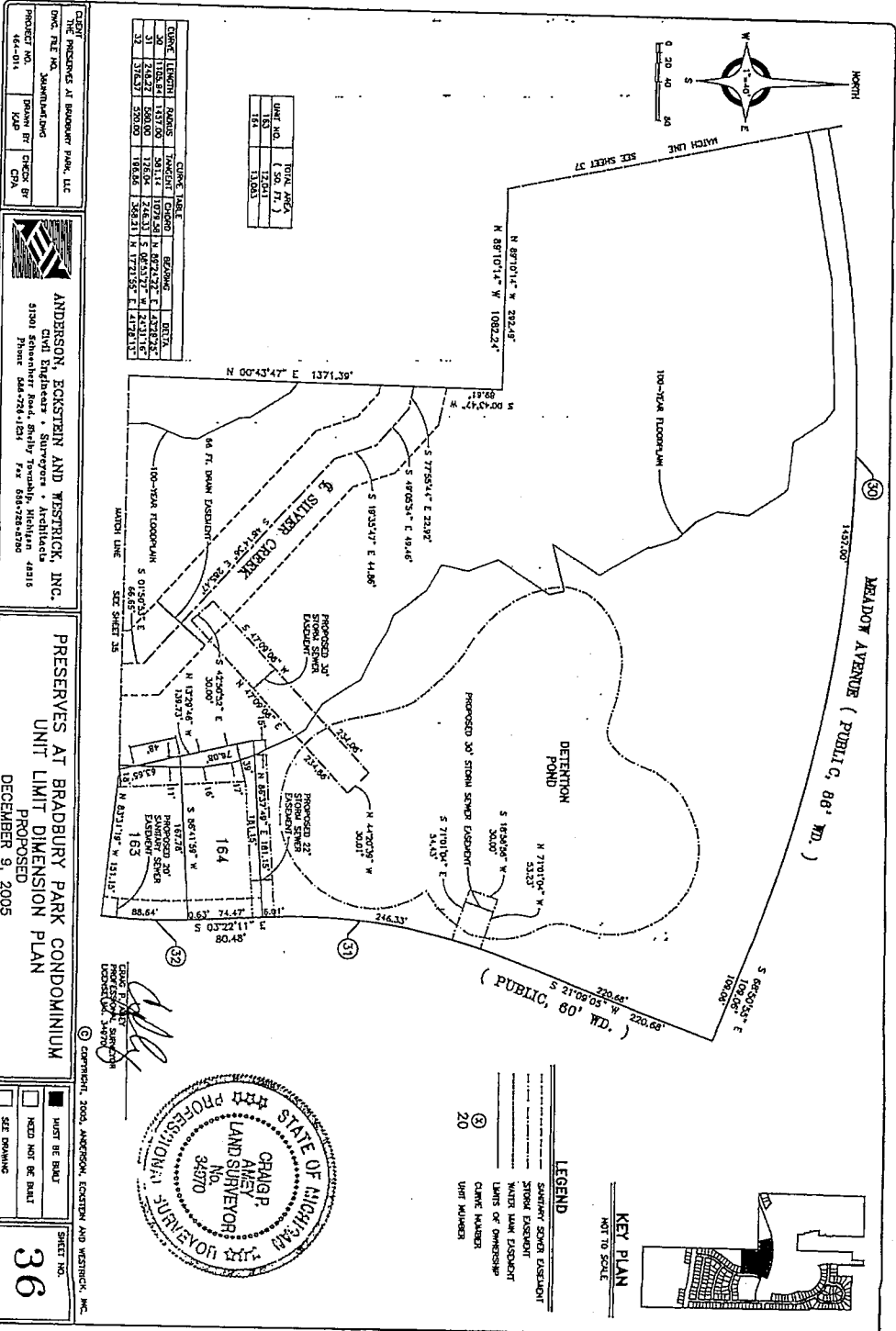
ANDERSON, ECKSTEIN AND WESTRICK, INC.  
Civil Engineers & Surveyors • Architects  
3180 Schenck Road, Steady Township, Michigan 48018  
Phone 888.783.8124 Fax 888.728.8188

PRESERVES AT BRADBURY PARK CONDOMINIUM  
UNIT LIMIT DIMENSION PLAN  
PROPOSED  
DECEMBER 9, 2005

SEAL OF PROFESSIONAL SURVEYOR  
CRAG P. AMERY  
No. 34370



DATE: 12/09/05  
DRAWN BY: YAP  
CHECK BY: CPA  
SHEET NO. 35



CLONE TABLE

CLONE	LENGTH	ANGLE	TANGENT	CHORD	BEARING	DETA
20	118.24	133.00	201.14	1079.31	N 82°24'32" E	1428.23
21	118.24	133.00	201.14	1079.31	N 82°24'32" E	1428.23
32	374.87	259.00	186.56	288.21	N 17°13'52" E	4782.13

UNIT NO.	TOTAL AREA
164	1,003.11
165	1,003.11

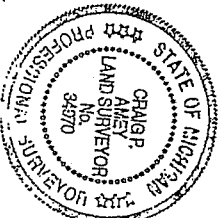
CLIENT  
THE PRESERVES AT BRADBURY PARK, LLC  
ONE FIVE TWO WASHINGTON DRIVE  
KAP  
CHECK BY  
CIVIL

ANDERSON, ECKSTEIN AND WESTRICK, INC.  
CIVIL ENGINEERS  
3100 Schenck Road, Suite 100  
Phone 564-724-1241 Fax 564-724-4700

PRESERVES AT BRADBURY PARK CONDOMINIUM  
UNIT LIMIT DIMENSION PLAN  
PROPOSED  
DECEMBER 9, 2005

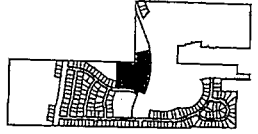
LEGEND  
 MUST BE BUILT  
 NEED NOT BE BUILT  
 SEE DRAWING

SHEET NO.  
**36**



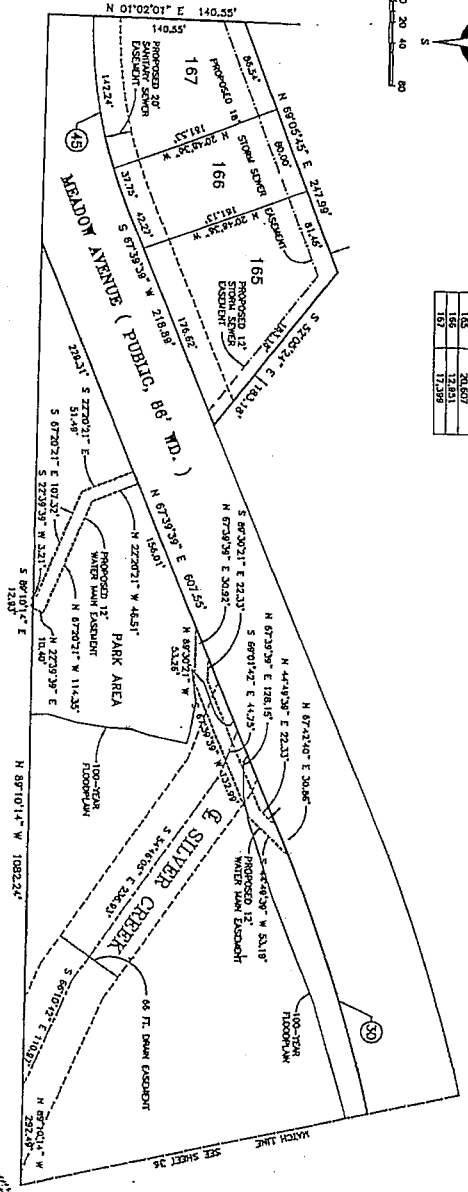
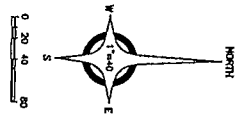
LEGEND  
 STORM SEWER EASEMENT  
 STORM EASEMENT  
 WATER MAIN EASEMENT  
 LINES OF DIMENSION  
 CLONE NUMBER  
 UNIT NUMBER

KEY PLAN  
NOT TO SCALE



CLARK	LENGTH	ANGLE	INCLINED	CORNER	BEARING	DEPTH
20	1182.54'	153.00	261.14'	1079.24	S 87°21'27" W	457.8725
45	198.67	144.00	81.26	179.26	S 77°19'54" W	221.8728

UNIT NO.	TOTAL AREA (SQ. FT.)
105	71,607
106	71,607
107	11,399



- LEGEND**
- SWARTZ ISLAND EASEMENT
  - STREET EASEMENT
  - WATER MAIN EXPOSURE
  - LIMITS OF OWNERSHIP
  - CONVEY NUMBER
  - UNIT NUMBER

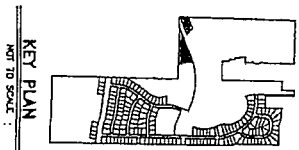
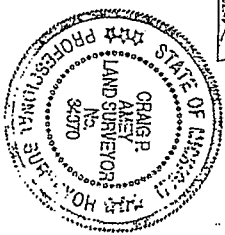
OWNER: THE CONDOPRES AT BRADBURY PARK, LLC  
 DRAWN BY: DANIEL B. CPA  
 PROJECT NO.: 44-011



**ANDERSON, ECKSTEIN AND WESTRICK INC.**  
 CIVIL ENGINEERS - SURVEYORS - ARCHITECTS  
 6120 Schenker Road, Shelby Township, Michigan 48015  
 Phone: 586-728-1234 Fax: 586-728-4510

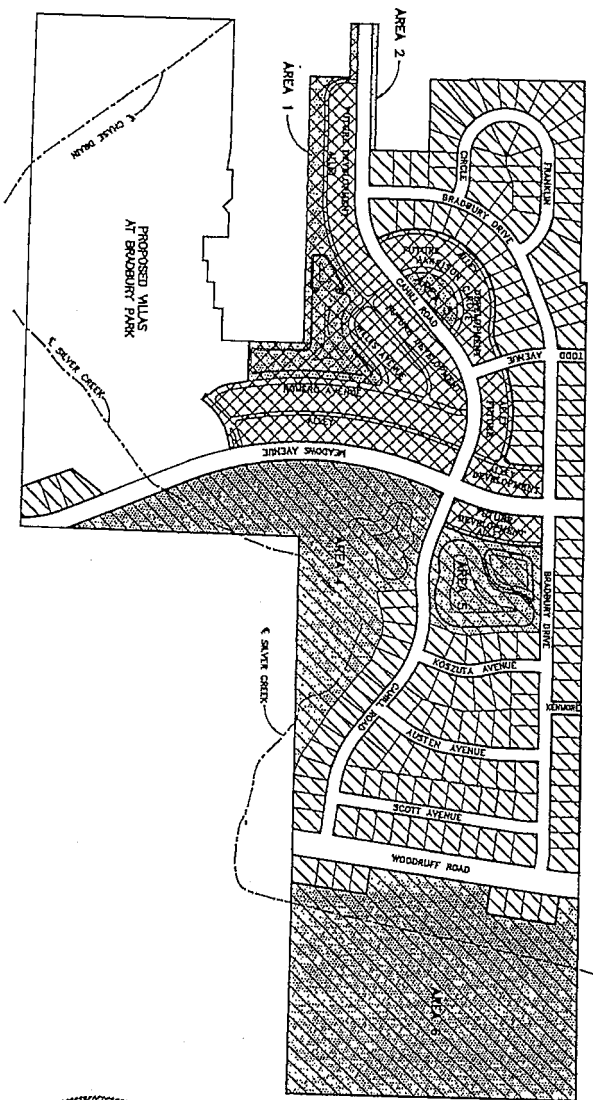
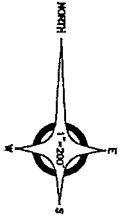
**PRESERVES AT BRADBURY PARK CONDOMINIUM**  
 UNIT LIMIT DIMENSION PLAN  
 PROPOSED  
 DECEMBER 9, 2005

DATE: 12/9/05  
 PROJECT: BRADBURY PARK  
 DRAWN BY: DANIEL B. CPA  
 CHECKED BY: DANIEL B. CPA



UNIT BE BUILT  
 UNIT NOT BE BUILT  
 SEE DRAWING  
 SHEET NO. **37**





NOTE:  
 THE COMPAINT AREAS SET FORTH HEREIN ARE MORE PARTICULARLY  
 THE COMPAINT AREAS SET FORTH FOR A COMMON REGISTRATION OF EASEMENTS.  
 CONDUITS FOR BRADBURY PARK AND BRADBURY PARK WASTE COUNTY RECORDS  
 RECORDED IN LIBER 442587 PAGE 28-114

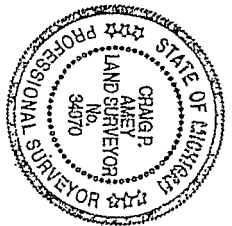
DATE PREPARED AT BRADBURY PARK, LLC  
 DWG. FILE NO. 3000444724242  
 PROJECT NO. 30004447242  
 148-011 30004447242  
 MAP CHECK BY  
 CPA



ANDERSON, ECKSTEIN AND WESTRICK, INC.  
 Civil Engineers • Surveyors • Architects  
 3120 Schenck Road, Shelby Township, Michigan 48154  
 Phone 588-728-1331 Fax 588-728-5700

PRESERVES AT BRADBURY PARK CONDOMINIUM  
 COMMUNITY AREA PLAN  
 PROPOSED  
 DECEMBER 9, 2005

THE STATE OF MICHIGAN  
 PROFESSIONAL SURVEYOR  
 LICENSE NO. 31473

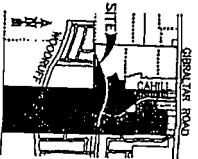


LEGEND

- PRESERVES AT BRADBURY PARK
- CONDS AT BRADBURY PARK
- COMMUNITY AREA BRADBURY PARK
- REFERENCE TO AREAS ASSIGNED IN REGISTRATION OF EASEMENT
- AREA X

LOCATION MAP

NOT TO SCALE



MUST BE BUILT  
 NEED NOT BE BUILT  
 SET DRAWING

SHEET NO.  
**38**

© COPYRIGHT, 2005, ANDERSON, ECKSTEIN AND WESTRICK, INC.