

BYLAWS
OF
MANITOU HILLS

ARTICLE I
ASSOCIATION OF CO-OWNERS

Manitou Hills, a residential Condominium Project located in the Charter Township of Oxford, Oakland County, Michigan shall be administered by an Association of Co-owners which shall be a non-profit corporation, hereinafter called the "Association", organized under the applicable laws of the State Of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3(8) of the Act and the Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Co-owner shall be 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 mortgagees of Units in the Condominium Project. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

ARTICLE II
ASSESSMENTS

All expenses arising from the management, administration and operation of the 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 Co-owners in accordance with the following provisions:

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

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

(a) **Budget.** 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 payments as set forth in Section 3 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 any 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 the budget, although the failure to deliver a based upon the budget, although the failure to deliver 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 decide, in the sole discretion of the Board of Directors that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, 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.

(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, (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.

(c) **Limitations on Assessments for Litigation.** The Board of Directors shall not have authority under this Article II, Section 2, or any other provision of these Bylaws or the Master Deed, to levy any assessment, or to incur any expense or legal fees with respect to any litigation, without the prior approval, by affirmative vote, of not less than 66-2/3% of all Co-owners in value and in number. This section shall not apply to any litigation commenced by the Association to enforce collection of delinquent assessments pursuant to Article II, Section 6 of these Bylaws. In no event shall the Developer be liable for, nor shall any Unit owned by the Developer be subject to any lien for any assessment levied to fund the cost of asserting any claim against Developer whether by arbitration, judicial proceeding, or otherwise.

Section 3. 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. 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. The Association may assess reasonable automatic late charges or may, pursuant to Article XIX, Section 4 hereof, levy fines for late payment of assessments. 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, except a land contract purchaser from any Co-owner including Developer shall be so personally liable and such land contract seller shall not be personally liable for all such assessment levied up to and including the date upon which such land contract seller actually takes possession of the unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorney's fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates.

Section 4. 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 5. 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. A Co-owner in default shall not be entitled to utilize any General Common Elements and shall not be entitled to vote at any meeting of the Association so long as such default continues, however this provision shall not deprive a Co-owner of ingress and egress to his Unit. In a judicial foreclosure, a receiver may be appointed to collect reasonable rental for the Unit from the Co-owner in default or any person claiming under him.

(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 hearing on the same prior to the sale of the subject Unit.

(c) **Notice of Action.** Notwithstanding the foregoing, neither a judicial foreclosure action or 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, 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's fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. Such affidavit shall be recorded in the office of the 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 elect to foreclose the lien by advertisement, the Association shall so notify the delinquent Co-owner and shall inform him that he may request a judicial hearing by bringing suit against the Association.

(d) **Expenses of Collection.** The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorney's fees (not limited to statutory fees) and advances for taxes or other liens paid by the 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 6. 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 reallocation of such assessments or charges to all Units including the mortgaged Unit).

Section 7. 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 regular Association assessments. The Developer, however, shall at all times pay all expenses of maintaining the Units that it owns, including the improvements located thereon, together with 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. 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 Charter Township of Oxford.

Section 8. 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, 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 the 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.

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. Construction Liens. A construction lien arising under Act 497 of the Michigan Public Acts of 1980, as amended shall be subject to Section 132 of the Act.

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, pertinent to the ownership, use and maintenance of the General Common Elements and the 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 Unit in amount equal to the maximum insurable replacement value, excluding foundation and excavations and its appurtenant Limited Common Element 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 in an amount of not less than \$100,000.00 single limit liability for occurrences within the perimeter of his Unit and appurtenant Limited Common Element 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 an Co-owner. Each Co-owner shall deliver certificates of insurance to the Association to evidence the continued existence of insurance required to be maintained by Co-owner. In the event of the failure of a Co-owner to obtain such insurance or provide evidence to the Association, the Association may (but shall not be required) obtain such insurance on behalf of the Co-owner and the cost of such insurance shall constitute a lien against the Co-owner's Unit which may be collected from Co-owner in accordance with Article II above.

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 or appurtenant Limited Common Element 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 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, except premiums for insurance on behalf of a Co-owner pursuant to Section 1 above, shall be expenses of administration of the Association.

Section 4. Waiver of Subrogation. The Association and all Co-owners shall use best efforts to cause all property and liability insurance carried by either to contain provisions whereby the insurer waives its right of subrogation as to any claim against any Co-owner or the Association.

ARTICLE V

RECONSTRUCTION AND REPAIR

Section 1. Association Responsibility for Repair. Immediately after the occurrence of a casualty causing damage to a General Common Element, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the cost thereof are insufficient, assessment shall be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair.

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 or the Limited Common Element, if any, appurtenant thereto. If the damaged property is a Unit or Limited Common Element or any improvements thereon, the Co-owner of such Unit shall determine whether rebuild or repair the damaged property, subject to the rights of any mortgagee or other person having an interest in such property. In any event, the Co-owner shall remove all debris and restore his Unit to a clean and sightly condition satisfactory to the Association in accordance with the provisions of Article VI as soon as reasonably possible following the occurrence causing damage.

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 all or any portion of a Unit or any improvements thereon by eminent domain, the award for such taking shall be paid to the Co-owner of such Unit located within the Unit and the mortgagee thereof, as their interest may appear notwithstanding any provision of the Act to the contrary. If a Co-owner's entire Unit is taken by eminent domain, such Co-owner and his mortgagee shall, after acceptance of the condemnation award therefore, 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 interest 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 resurveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-owners based upon the continuing value of the Condominium of 100%. Such amendment may be effected by any 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 promptly shall so notify such institutional holder of a first mortgage lien on any of the Unit 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 Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give a Co-owner or any other party priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Co-owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

ARTICLE VI

RESTRICTIONS

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

Section 1. Residential Use. No Unit in the Condominium shall be used for other than single-family residential purposes consistent with single-family residential use. No building of any kind shall be erected except private residences and structures ancillary thereto. Only one residence may be erected within any Unit. The provisions of the Charter Township of Oxford zoning ordinance regarding minimum lot size, floor area per dwelling Unit, yard set backs, height buildings, outbuildings and fences shall apply to the Condominium Development, though the Master Deed and Bylaws may impose more restrictive setback, building height, and other restrictions. In such case, the provisions of the Master Deed and Bylaws shall have priority over the zoning ordinance restrictions.

Section 2. Leasing and Rental.

Right to Lease. A Co-owner may lease or sell his Unit for the same purposes set forth in Section 1 of this Article VI. 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 his discretion. 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. No Co-owner shall lease less than the entire Unit owned by such Co-owner. Any lease shall have an initial term of not less than one (1) year and such lease shall be provided to the Association (or Developer during the development and sales period) for approval prior to the commencement of the lease. The Association or Developer shall have the sole authority and discretion whether to approve or disapprove the lease and shall send written notice to the Co-owner desiring to lease his Unit that the lease is approved or disapproved within fifteen (15) days after receipt of the proposed lease. Any tenant leasing a Unit shall comply with all conditions and requirements contained in the Condominium documents. If the Association determines that the tenant or a non-co-owner occupant of a Unit has failed to comply with conditions or requirements of the Condominium documents, the Association shall notify the Co-owner of such violation(s). If the Co-owner has not cured any violation of the Condominium documents within fifteen (15) days after receipt of the notice, the Association (or Developer) may institute an action to evict the tenant or non-co-owner by summary proceedings and may seek enforcement and damages, fines or other charges contained in these Bylaws.

Section 3. Architectural Control.

(a) **General Standards, Plan Requirements.** The Developer of the Project intends that there shall be a residential dwelling and certain other improvements within the boundaries of each of the Condominium Units in the Project. A Co-owner shall engage the services of a licensed builder to construct improvements (including the residential dwelling) within the boundaries of a Condominium Unit. Developer shall be entitled to require that the builder or Co-owner furnish to the Association adequate security, in Developer's discretion, to protect the Association against costs and expenses which it might incur in connection with the failure to complete construction in a timely and diligent manner in accordance with the approved plans and specifications for the dwelling and its appurtenances. 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 therefore, including a dimension site plan showing the location of any dwelling or structure, including a depiction of all setbacks, construction and architectural plans including dimensioned floor plans and all elevations, specifications for the type and quality of all materials including a detailed finish schedule for all exterior materials, products and finishes, grading and landscape plans, containing such detail as the Developer may reasonably request, have first been approved in writing by the Developer. The Developer or the Association may charge a review fee of up to \$300 for reviewing any plans submitted for approval. 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 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 or modification, the site upon which it is proposed to be constructed and the degree of harmony thereof with the Condominium as a whole.

(b) **Garages and Ancillary Buildings.** All residences constructed in Manitou Hills shall have at least a two-car attached garage but no more than a four-car attached garage. All garages shall be attached to the residential dwelling. One detached garages or ancillary building not attached to the residential dwelling may be constructed on any Unit. Any ancillary building or detached garage must match the house and be approved by the Developer or Association.

(c) **Size Requirements.** No residence shall be constructed on any Unit of less than the following sizes, exclusive of porches, patios, garages and basements (keeping in mind that local ordinances in effect from time to time may require greater minimums and will be controlling under such circumstances):

| | |
|------------------------|-------------------|
| One Story Home | 1,700 square feet |
| One and One-Half Story | 2,000 square feet |
| Two Story Home | 2,200 square feet |

(d) **Exterior Finish.** The visible exterior walls of all dwelling structures shall be wood, brick, brick veneer, stucco, dryvit, stone, vinyl siding and/or cementitious board siding in any combination. Windows and doors shall not be included in calculating the total area of visible exterior walls. The use of exterior aluminum siding is not permitted. The Developer or Association Architectural Control Committee may grant such exceptions to the restrictions set forth in this paragraph as it deems suitable, in its sole discretion.

(e) **Ancillary Structures/Improvements.** The design and location of all pools (only in-ground pools permitted), children's play equipment, patios, decks, outdoor basketball courts (or similar recreation facilities), or other ancillary building must be approved in the same manner as in the procedure for approval of residences described above and shall be located in the rear yard area (behind a line running parallel to the rear wall of the residential dwelling on the Unit).

(f) **Driveways.** All driveways servicing a dwelling within a Unit shall be paved with asphalt, concrete or brick pavers and must be completed prior to occupancy of any dwelling.

(g) **Landscaping and Tree Removal.** All landscaping described on the approved landscaping plan, and grass or sod shall be installed in all yard areas, except in portions of rear yards that are wooded or contain existing vegetation greater than four feet in height, excluding grasses within 90 days after issuance of a certificate of occupancy for a residential dwelling, unless the certificate of occupancy is issued in the months of September, October, November, December or January, in which case grass or sod shall be installed in all appropriate yard areas by the April 15th immediately following the issuance of the certificate of occupancy. Front and side yards must be sodded, while rear yards (behind a line running parallel to the rear wall of the residential dwelling on the Unit) may be sodded or seeded.

Except for trees located either (a) within the driveway serving the dwelling structure constructed on the Unit, or (b) within fifteen (15') feet of the dwelling structure constructed on the Unit, no tree having a trunk diameter of six (6") inches or greater, as measured four (4') feet above existing grade, shall be removed from any lot, or relocated on the lot, without the prior approval of the Developer or Association Architectural Control Committee. Any area on any Unit where scrub or undergrowth is removed shall promptly be seeded, sodded, planted with appropriate vegetation or otherwise landscaped to avoid soil erosion. No person shall perform any act or fail to perform any act which could result in damage to or destruction of trees not permitted to be removed. Nothing contained herein shall be construed to limit or prohibit the removal of diseased or dying trees or the trimming or removal of trees which could or might reasonably be expected to cause injury to

persons or property if left untended.

Notwithstanding the foregoing, the trees shown on the Condominium Plan shall be installed by the Builder or Developer and thereafter maintained by the Co-owner of each Unit on which the trees are located.

(h) **Mailbox.** The Co-owner shall erect such mailbox as determined by the Developer prior to occupying any residential dwelling on a Unit.

(i) **Standard for Developer's/Association'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 or Association 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 or Association reserves the right to waive or modify such restrictions or requirements. 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 for 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 dwelling 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 there 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 constructed as a representative or warranty that the structure or matter is properly designed or that is in conformity with the ordinances or other requirements of the Charter Township of Oxford or any other governmental authority. Any obligation or duty to ascertain any such non-conformities, or to advise the Co-owner or any other person of the same (even if known) is hereby disclaimed.

(j) **Time for Approval of Plans/Specifications.** In the event that Developer or Association shall fail to approve or disapprove or take any other action upon such plans and specifications within thirty (30) days after complete plans and specifications have been delivered to Developer, such approval will not be required; provided, however, that such plans and locations of structures on the Unit conform to or are in harmony with existing structures in the Condominium, the Master Deed, these Bylaws and any zoning or other local laws applicable thereto. If Developer or Association takes action with respect to the plans and specifications within such thirty (30) day period, then the affected Co-owner shall respond appropriately to the Developer's requests until approval shall have been granted. No construction of any building or improvement pursuant either to express approval properly obtained hereunder or by virtue of failure of action either by the Developer or the Association may be constructed as a precedent or waiver, binding on the Developer, the Association, any Co-owner or any other person as to any other structure or improvement which is proposed to be built.

(k) **Purpose of Architectural Control.** 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. Further, the restrictions hereby placed upon the Premises shall not be construed or deemed to create negative reciprocal covenants, easements or any restrictions upon the use of the area of future development until and only to the extent such land is included in this Project by Master Deed amendment. 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 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.

Section 4. Alterations and Modifications of Common Elements or Units. No Co-owner shall make alterations, modifications or changes in any of the Common Elements or his Unit without the express written approval of the Developer (during the Development and Sales Period) or Association, including, without limitation, the erection of playground equipment, swingsets, basketball backboards, dog houses, sheds, decks, satellite dishes, antennas, lights, aerials, awnings, flag poles or other exterior improvements, structures, attachments or modifications. No Co-owner shall in any way restrict access to any utility line, Common Elements or any element which affects an Association responsibility in any way. Abnormally tall radio or television antennae, such as the type used by HAM radio operators, shall not be permitted.

Section 5. Front Yards. The front yard and areas of all Units (unless such Unit is unbuilt upon) shall have well-maintained yards. The definition of the front yard area shall be a line or lines parallel to the front street and intersecting the rear of the residential structure and running from the residential structure intersecting the boundary line between the Condominium Unit and its appurtenant Limited Common Element and ending at the line where each Condominium Unit's Limited Common Element adjoins another Condominium Unit's Limited Common Element (or side street, if such Condominium Unit is a corner Unit). Well-maintained yards shall mean yards of a uniform, recognized grass type for lawns, regularly cut to a uniform height appropriate for such grass in a first-class residential development, trimmed and edged to preserve a neat, groomed and cared-for appearance in the Condominium. If the front yard area is heavily forested, grass planting will not be required.

Section 6. Setbacks. No building or improvements on any Unit or appurtenant Limited Common Area, if any, shall be erected unless the location of such improvements complies with the appropriate Township of Oxford ordinance governing setbacks and in compliance with the requirements of the Master Deed and Bylaws. No residential dwelling, shed or other improvements shall be constructed or maintained within twelve feet six inches (12.5') of the side boundary of any Unit or within twenty-five (25) feet of the rear boundary of any Unit or, (except driveway or sidewalk) within thirty (30) feet of the front boundary of any Unit.

Section 7. Fences. No fence, wall or solid hedge may be erected, grown or maintained in the front yard area of any Unit, however, low ornamental fencing may be erected in a front yard area subject to Developer or Association approval that such fencing is in architectural harmony with the design of the house. The side lot line of any corner lot which faces a street shall be deemed to be a second "front yard" (for the purpose of this Section only). No fence or wall may be erected or maintained in or along the side yard or rear yard of any Unit, unless it is a decorative black aluminum material and approved by Developer or Association, or as required by local ordinance to enclose swimming pools shall be permitted.

Section 8. Activities. No immoral, improper, unlawful, noxious or offensive activity shall be carried on in any Unit or upon the Common Elements nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium. No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit at any time and disputes among Co-owners, arising as a result of this provision which cannot be amicable resolved, shall be arbitrated by the Association. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements appurtenant thereto anything that will

increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: Any activity involving the use of firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices.

Section 9. Pets. No animals, other than household pets, shall be maintained by any Co-owner. 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. 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 therefore. No dog which barks and can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements even if permission was previously granted to maintain the pet on the premises. The Association may, without liability to the owner thereof, remove or cause to be removed any animal from the Condominium which it determines to be in violation of the restrictions imposed by this Section. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. In the event of any violation of this Section, the Board of Directors of the Association may assess fines for such violation in accordance with these Bylaws and in accordance with duly adopted rules and regulations of the Association.

Section 10. 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. Trash receptacles, if any shall be maintained in areas designated therefore at all times and shall not be permitted to remain elsewhere on the Common Elements except for such short periods of time as may be reasonable necessary to permit periodic collection of trash. No refuse pile or other unsightly or objectionable materials shall be allowed on any Unit unless the same shall be properly concealed. Refuse, ashes, building materials, garbage or debris of any kind shall be treated in such manner as not to be offensive and visible to any other Co-owners in the Condominium. The Common Elements and Units shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. In general, no activity shall be carried on nor condition maintained by a Co-owner, either in his Unit, Limited Common Element appurtenant thereto or upon the General Common Elements, which is detrimental to the appearance of the Condominium. Without written approval by the Association, no Co-owner shall change in any way the exterior appearance of the residence and other improvements and appurtenances located within his Unit. Thus, in connection with any maintenance, repair, replacement, decoration or redecoration of such residence, improvements or appurtenances, no Co-owner shall modify the design, material or color of any such item including, without limitation, windows, doors, screens, roofs, siding or any other component which is visible from a Common Element or other Unit. Without prior written approval of the Board of Directors of the Association after the transitional control date and sales period, or the Developer prior to the transitional control date. Further, all Co-owners shall remove Christmas lights and other holiday decorations within 30 days after the holiday for which the decorations were placed.

Section 11. 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 purposes, may be parked or stored upon the premises of the Condominium unless in garages or the driveway serving a residential dwelling. However, boat trailers, motor homes and campers may be temporarily left outside, but not more than two (2) consecutive days or ten (10) of any sixty (60) consecutive day period and for the sole purpose of loading, unloading or washing such vehicle. Passenger vehicles shall be parked in garages to the extent possible. No more than two vehicles may be stored outside at any residential premises. Garage doors shall be kept closed when not in use. No inoperable vehicles of any type may be stored outdoors under any circumstances.

Commercial vehicles and trucks (except vans or pickup trucks rated no more than one ton and used by a Co-owner in his business or profession) 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. Parking of any vehicles on the General Common Elements is prohibited.

Section 12. 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, excluding "For Sale" signs, without written permission from the Association and, during the Development and Sales Period, from the Developer. Any such sign shall have not more than six square feet of surface area and the top of which shall be four feet or less above the ground.

Section 13. Use of Fertilizer. No fertilizer products shall be applied to any lawn areas or trees or plants in the rear yards of Units 10-18, inclusive.

Section 14. 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.

Section 14. Right of Access of Association. The Developer, Association or its duly authorized agents shall have access to each Unit and any Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary to carry out any responsibilities imposed on the Association by the Condominium Documents. The Developer, Association or its agents shall also have access to Units and any Limited Common Elements appurtenant thereto as may be necessary to respond to emergencies. The Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to his Unit and any Limited Common Elements appurtenant thereto caused thereby. This provision, in and of itself, shall not be construed to permit access to the interiors of residences or other structures.

Section 15. Co-owner Maintenance. Each Co-owner shall maintain his Unit and any Limited Common Elements appurtenant thereto for which he has maintenance responsibility in safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other Common Elements in any Unit which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him, or his family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association (in which case there shall be no such responsibility, unless reimbursement to the Association is limited by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

Section 16. Reserved Rights of Developer.

(a) **Prior Approval by Developer.** During the Development and Sales Period, no buildings, fences, walls, retaining walls, drives, walks or other structures or improvements shall be commenced, erected, maintained, nor shall any addition to, or change or alteration to any structure be made (including in color or design), except interior alterations which do not affect structural elements of any Unit, nor shall any hedges, trees or substantial plantings or landscaping modifications be made, until plans and specifications, acceptable to the Developer, showing the nature, kind, shape, height, materials, color scheme, location and approximate cost of such structure or improvement and the grading or landscaping plan of the area to be affected shall have been submitted to and approved in writing by Developer, its successors or assigns, and a copy of said plans and specifications, as finally approved, lodged permanently with 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.

(b) **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 its 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 (including a temporary building or mobile trailer), model units, advertising display signs, 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 the Developer and may continue to do so during the entire Development and Sales Period.

(c) **Developer Enforcement of Bylaws.** The Condominium Project shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private, residential community for the benefit of the Co-owners and all persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace and landscape in a manner consistent with the maintenance of such high standards, then the Developer (so long as the Developer one or more Units in the Project), or any person to whom he may assign this right, at his option, may elect to maintain, repair and/or replace any Common Elements and/or to do any landscaping required by these Bylaws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws throughout the Development and Sales Period which right of enforcement shall include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws.

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 receipt 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.

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 by a written proxy given by such individual representative. The Developer shall be the only person entitled to vote at a meeting of the Association until the First Annual Meeting of members and shall be entitled to vote during such period notwithstanding the fact that the Developer may own no Units at some time or from time to time during such period. At and after the First Annual Meeting the Developer shall be entitled to one vote for each Unit 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, trusts 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 questions upon which the vote is cast.

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

Section 6. Majority. A majority, except where otherwise provided herein, shall consist of more than 50% 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 and 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, Robert Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Condominium Documents (as defined in the Master Deed) or the laws of the State of Michigan.

Section 2. First Annual Meeting. The First Annual Meeting of members of the Association may be convened only by the Developer and may be called at any time after more than 50% in number of the Units in Manitou Hills 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 non-developer Co-owners of 75% in number of all Units 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. At the First Annual Meeting, the Developer shall transfer all powers and responsibilities (not retained by the Developer pursuant to the Act) to the Condominium Home Owners Association. 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.

Section 3. Annual Meetings. Annual meetings of members of the Association shall be held on the third Tuesday of March each succeeding year after the year in which the First Annual Meeting is held, at such time and place as shall determined by the Board of Directors; provided, however, that the second annual meeting shall not be held sooner than 8 months after the date of the First Annual Meeting. At such meetings there shall be elected by ballot of the Co-owners of 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 of the Association to call a special meeting of the Co-owners as directed by resolution of the Board of Directors or upon a petition signed by not less than ten (10%) percent of the Co-owners and 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 the time and place where it is to be held, upon each Co-owner of record, at least 10 days but not more than 60 days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association by Article VIII, Section 3 of these Bylaws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, shall be deemed due notice.

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

Section 7. Order of Business. The order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspectors of election (at annual meetings or special meetings held for the purpose of electing Directors or officers); (g) election of Directors (at annual meeting or special meetings held for such purpose); (h) unfinished business; and (i) new business. Meetings of members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be President, Vice-President, Secretary/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 members. Ballots shall be solicited in the same manner as provided in Section 5 for the giving of notice of meetings of members. Such solicitations shall specify (a) the number of

responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt within the time period specified in the solicitation, of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

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

Section 10. Minutes; Presumption of Notice. Minutes or a similar record of the proceedings of meetings of members, when signed by the President 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 7 of the Units, 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 2 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 other Co-owners and the aid in the transition of control of the Association from the Developer to purchaser Co-owners. The Advisory Committee shall cease to exist automatically when a majority of the Board of Directors of the Association of Co-owners is elected by the non-developer Co-owners. 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, except for the first Board of Directors, shall be comprised of no less than three members and no greater than five members in accordance with the provisions of Section 2 hereof, all of whom must be members of the Association or officers, partners, trustees, employees or agents of members of the Association, except for the first Board of Directors. Directors shall serve without compensation.

Section 2. Election of Directors.

(a) **First Board of Directors.** The first Board of Directors shall be composed of one person and such first Board, or its successors as selected by the Developer, shall manage the affairs of the Association until the appointment of the first non-developer Co-owner to the Board.

Immediately prior to the appointment of the first non-developer Co-owners to the Board, the Board shall be increased in size from 1 person to no less than 3 and no more than 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% of the Units, at least 1 Director shall be selected by non-developer Co-owners. When the required number of conveyances have been reached, the Developer shall notify the non-developer Co-owners and request that they hold a meeting and elect the required Director. Upon certification by the Co-owners to the Developer of the Director so elected, the Developer shall then immediately appoint such Director 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.**

(1) Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 75% of the Units, 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 it owns at least 10% of the Units in the Project. Whenever the required 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.

(2) Regardless of the percentage of Units which have been conveyed, upon the expiration of 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, the non-developer Co-owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and the Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by the Developer and for which 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 (1). Application of this subsection does not require a change in the size of Board of Directors.

(3) 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 (2), 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 Director as provided in subsection (i).

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

(5) 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 VII, 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 Condominium 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 Association shall be responsible specifically for the following:

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

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

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

(d) To rebuild improvements after casualty.

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

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

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

(h) To make rules and regulations in accordance with Article VI, Section 13 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. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than 3 years or which is not terminable by the Association upon 90 days' written notice thereof to the other party and no such contract shall violate the provisions of Section 55 of the Act.

Section 6. Vacancies. Vacancies in the Board of Directors which occur after the Transitional Control Date caused by any reason other than the removal of a Director by a vote of the members of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that the Developer shall be solely entitled to fill the vacancy of any Director whom it is permitted in the first instance to designate. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the members of the Association. Vacancies among non-developer Co-owner elected Directors which occur prior to

the Transitional Control Date may be filled only through election by non-developer Co-owners and shall be filled in the manner specified in Section 2(b) of this Article.

Section 7. Removal. At any regular or special meeting of the 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-owners shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion. Likewise, any Director selected by the non-developer Co-owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner as 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 of the Association 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. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, 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's funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time to time, be designated by the Board of Directors.

Section 2. Election. The officers of the 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, and which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts and all other Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual audited financial statement within 90 days following the end of the Association's fiscal year upon request therefor. The costs of any such audit and any accounting expenses shall be expenses of administration.

Section 2. Fiscal Year. The fiscal year of the 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 Board of 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.

Section 4. Certification of Financial Records. In the event the Association's annual revenues exceed \$20,000.00, the Association's financial records and financial statements shall be audited or reviewed by a Certified Public Accountant in accordance with applicable statements on auditing standards or statements on standards for accounting and review services established by the American Institute of Certified Public Accountants. The costs for such review or certification shall be an administrative cost of the Association.

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 part 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 Directors 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 annual meeting or a special meeting called for such purpose by an affirmative vote of not less than two-thirds 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 two-thirds of the mortgagees shall be required, with each mortgagee to have one vote for each first mortgage held.

Section 4. By Developer. Prior to the sale of all units in the Condominium, these Bylaws may be amended by the Developer without approval from any other person so long as any such amendment does not materially diminish 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 Cheboygan 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 and all present or future Co-owners, tenants, future tenants, or any other

persons acquiring an interest in or using the Project in any manner are subject to and shall comply with the Act, as amended, and the mere acquisition, occupancy or rental of any Unit or an interest therein or the utilization of or entry upon the Condominium Premises shall signify that the Condominium Documents are accepted and ratified. In the event the Condominium Documents conflict with the provisions of the Act, the Act shall govern.

ARTICLE XVIII

DEFINITIONS

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

ARTICLE XIX

REMEDIES FOR DEFAULT

Any default by a Co-owner shall entitle the 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. If any proceeding arising because of an alleged default by an Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees (not limited to statutory fees) as may be determined by the court, but in no event shall any Co-owner be entitled to recover such attorney's fees.

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 upon any Unit (but not inside any residence), 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 hereof.

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 aforesaid Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

Section 7. Co-Owner 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 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 the violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Co-owner on notice as to the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the representative of said Co-owner at the address as shown in the notice required to be filed with the Association pursuant to Article VIII of the Bylaws.

(b) **Opportunity to Defend.** The offending Co-owner shall have an opportunity to appear before the Board and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting but on no event shall the Co-owner be required to appear less than 10 days from the date of 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.** Fifty Dollar (\$50.00) fine.

(b) **Second Violation.** One Hundred Dollar (\$100.00) fine.

(c) **Third Violation and Subsequent Violations.** Two Hundred Fifty Dollar (\$250.00) 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 next following month. Failure to pay the fine will subject the Co-owner to all liabilities set forth in the Condominium Documents including, without limitation, those described in Article II of 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 the appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such powers and rights and such assignee or transferee shall thereupon have the same rights and powers as herein given and reserved to the Developer. Any rights and powers reserved or granted to the Developer or its successors shall terminate, if not sooner assigned to the Association, at the conclusion of the Development and Sales Period as defined in Article III of the Master Deed Section 12. The immediately preceding sentence dealing with the termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is concerned, only to the Developer's rights to approve and control the administration of the Condominium and shall not, under any circumstances, be construed to apply to or cause the termination of any real property rights granted or reserved to the Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents which shall not be terminable in any manner hereunder and which shall be governed only in accordance with the terms of their creation or reservation and not hereby).

ARTICLE XXII

SEVERABILITY

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

Adopted By:

**MANITOU HILLS
HOMEOWNERS ASSOCIATION, INC.,**
a Michigan Non-Profit Corporation

Dated: _____

By: Eric Konieczny, President

OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO.

EXHIBIT "B" TO THE MASTER DEED OF MANITOU HILLS

OXFORD TOWNSHIP,
OXFORD COUNTY, MICHIGAN

ATTENTION: OAKLAND COUNTY REGISTER OF DEEDS

THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE. WHEN A NUMBER HAS BEEN ASSIGNED TO THIS PROJECT, IT MUST BE PROPERLY SHOWN IN THE TITLE AND THE SURVEYOR'S CERTIFICATE ON SHEET NO. 3.

THIS CONDOMINIUM SUBDIVISION PLAN IS NOT REQUIRED TO CONTAIN DETAILED PROJECT DESIGN PLANS PREPARED BY THE APPROPRIATE LICENSED DESIGN PROFESSIONAL. SUCH PROJECT DESIGN PLANS ARE FILED, AS PART OF THE CONSTRUCTION PERMIT APPLICATION, WITH THE ENFORCING AGENCY FOR THE STATE CONSTRUCTION CODE IN THE RELEVANT GOVERNMENTAL SUBDIVISION. THE ENFORCING AGENCY MAY BE A LOCAL BUILDING DEPARTMENT OR THE STATE DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS.

DEVELOPER

CLEARVIEW HOMES, LLC.
445 S. LIVERNOIS, SUITE 324
ROCHESTER HILLS, MI 48307

SURVEYOR

HUSTON K. KENNEDY, P.S.
KENNEDY SURVEYING, INC.
105 N. WASHINGTON STREET
OXFORD, MI 48371

NOTE

ALL STRUCTURES ON THESE PLANS MUST BE BUILT UNLESS OTHERWISE DESIGNATED

SHEET INDEX

| | |
|----------|----------------------------------|
| SHEET 1 | COVER SHEET |
| SHEET 2 | SURVEY PLAN |
| SHEET 3 | SURVEY PLAN |
| SHEET 4 | SITE PLAN |
| SHEET 5 | SITE PLAN |
| SHEET 6 | UTILITY PLAN |
| SHEET 7 | SANITARY AND WATER MAIN EASEMENT |
| SHEET 8 | STORM AND POND EASEMENT |
| SHEET 9 | ROAD EASEMENT |
| SHEET 10 | LANDSCAPE PLAN |
| SHEET 11 | FLOOR PLAN |

LEGAL DESCRIPTION

Part of the Southeast $\frac{1}{4}$ of Section 34, Town 5 North, Range 10 East, Oxford Township, Oakland County, Michigan. Being more particularly described as beginning at the East $\frac{1}{4}$ corner of said Section 34; thence proceeding North 89°46'51" West 200.44 feet along the South line of "WOODBRIAR SUBDIVISION NO. 2", a plat recorded in Liber 268 of Plats on Pages 29 thru 33 of Oakland County Records also the East-West $\frac{1}{4}$ line of said Section 34 as platted and South 03°35'17" East 50.11 feet and North 89°46'51" West 100.22 feet and North 03°35'17" West 50.11 feet and North 89°46'51" West 890.34 feet along the South line of "WOODBRIAR SUBDIVISION NO. 2", also the East-West $\frac{1}{4}$ line of said Section 34 as platted to a point on the East line of "LAKES OF INDIANWOOD SUBDIVISION NO. 7", a plat recorded in Liber 275 of Plats on Pages 25 thru 45 of Oakland County Records; thence South 00°58'06" East 1216.29 feet (as recorded) and South 00°58'06" East 1207.29 feet (as measured) along the East line of said "LAKES OF INDIANWOOD SUBDIVISION NO. 7" to the Northeast corner of "INDIANWOOD HILLS NO. 2", a plat recorded in Liber 80 of Plats on Pages 2 and 3 of Oakland County Records; thence North 79°13'56" East 382.42 feet to a point; thence South 03°11'53" West 188.75 feet to a point; thence South 35°01'29" West 615.91 feet to a point on the East line of said "INDIANWOOD HILLS NO. 2"; thence South 01°04'33" East 385.68 feet along the East line of said "INDIANWOOD HILLS NO. 2" to a point; thence North 82°06'07 East 116.12 feet along the Northerly line of said "INDIANWOOD HILLS NO. 2" to the Southeast corner of said "INDIANWOOD HILLS NO. 2"; thence South 33°10'07" East 150.89 feet to the Northwest corner of "INDIANWOOD HILLS", a plat recorded in Liber 59 of Plats on Pages 30 thru 38 of Oakland County Records; thence North 88°30'26" East 425.00 feet along the Northerly line of said "INDIANWOOD HILLS" to a point; thence South 07°29'38" West 72.05 feet along part of the Easterly line of said "INDIANWOOD HILLS NO. 2" to the intersection of the South line of said Section 34; thence South 88°52'46" East 688.87 feet along the South line of said Section 34 to the Southeast corner of said Section 34; thence North 03°35'17" West 40.11 feet along the East line of said Section 34 to a point on the Southerly line of "SETTLEMENT OF MANITOU" a Site Condominium recorded in Liber 20318, on Pages 334 thru 404 designated as an Oakland County Site Condominium Plan No. 1190; thence North 24°21'52" West 658.86 feet along the Southwesterly line of said "SETTLEMENT OF MANITOU" to a point; thence North 00°01'52" East 533.93 feet along the Westerly line of said "SETTLEMENT OF MANITOU" to a point; thence North 88°08'39" East 200.21 feet along part of the Northerly line of said "SETTLEMENT OF MANITOU" to the intersection of the East line of said Section 34; thence North 03°35'17" West 1215.51 along the East line of said Section 34 to the Point of Beginning. Containing 59.056 Acres (Gross Area). Reserved therefrom all easements and right of ways of record. (Revised 09/18/06 & 09/04/19)

SCHALK ENGINEERING

Civil Engineers
51194 Rensselaer Road, #368
Livonia, MI 48150
Phone: (586) 506-9046
SchalkEngineering@gmail.com

| | |
|-------------|--|
| DATE | 03/22/2021 |
| DRAWN BY | JLS |
| CHECKED BY | JLS |
| REV. DATE | 05/04/2021 06/02/2021 06/09/2021 01/24/2022 02/15/2022 04/07/2022 |
| DESCRIPTION | PER ENG., PLANNING, & TRP. ATTORNEY PER TOWNSHIP ATTORNEY PER ENG. PER TRP. PER TRP. PER TRP. |

"MANITOU HILLS"
PART OF THE SE. 1/4 OF SECTION 34,
T. 5N, R. 10E., OXFORD TOWNSHIP, OAKLAND COUNTY, MICHIGAN.

COVER SHEET

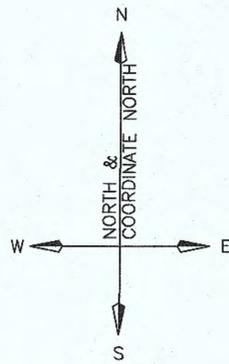


SCALE NONE

CITY #

DRAWING 21-041

1 of 11



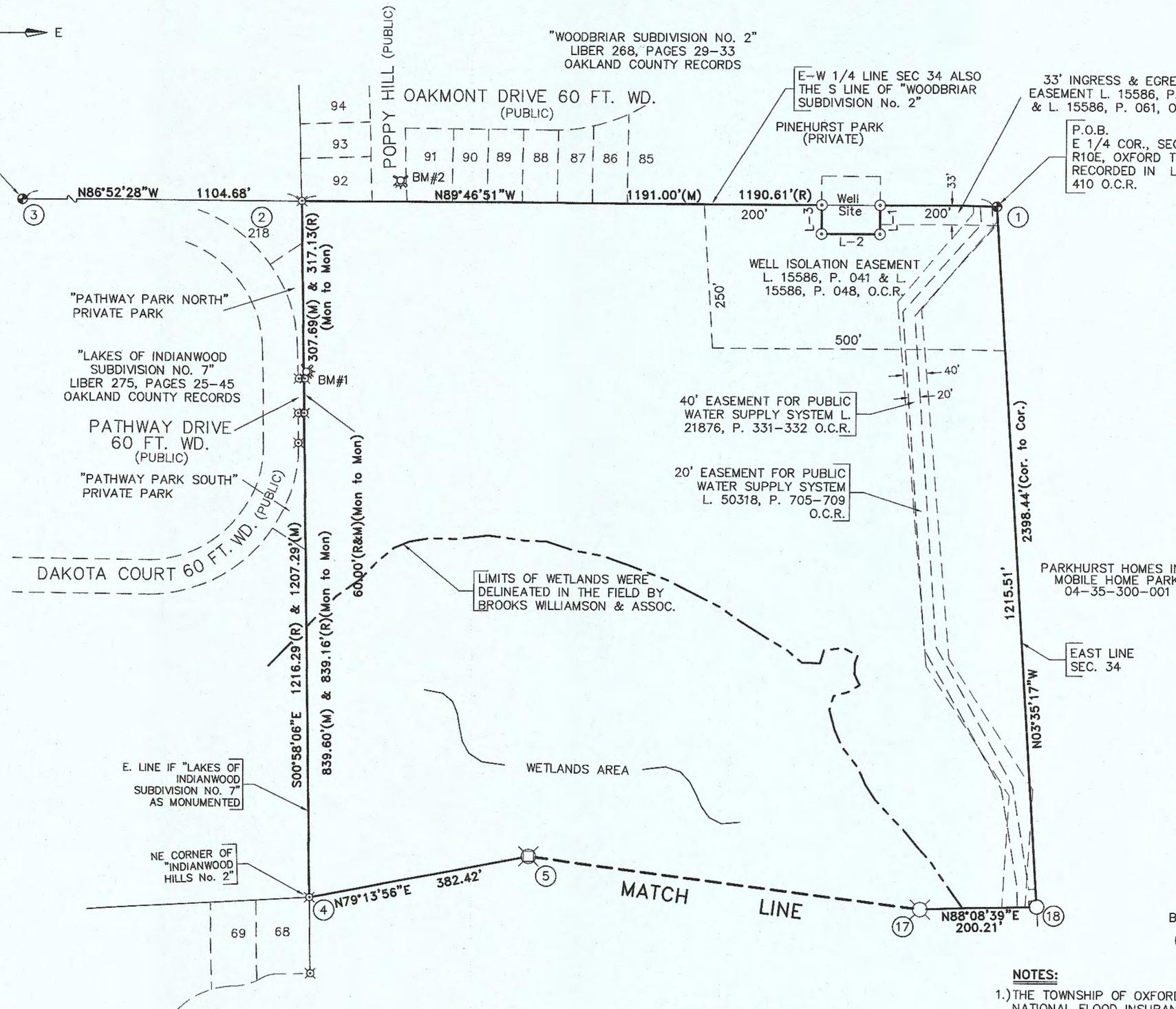
LINE TABLE:

| | | |
|-----|-------------|---------|
| L-1 | S03°35'17"E | 50.00' |
| L-2 | N89°46'51"W | 100.00' |
| L-3 | N03°35'17"W | 50.00' |

COORDINATES:

| POINT NO. | NORTHING | EASTING |
|-----------|------------|------------|
| ① | 10000.0000 | 10000.0000 |
| ② | 10004.5543 | 8809.3987 |
| ③ | 10064.7845 | 7706.3621 |

CENTER OF SEC 34
T5N, R10E, OXFORD
TWP. LCRC RECORDED
IN L. 29866, P.
074-075 O.C.R.



SURVEYOR'S CERTIFICATE

I, HUSTON K. KENNEDY, PROFESSIONAL LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY: THAT THE SUBDIVISION PLAN KNOWN AS MANITOU HILLS CONDOMINIUM SUBDIVISION PLAN NO. _____, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED. THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978. THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF PUBLIC ACTS OF 1978. THAT THE BEARINGS, AS SHOWN, ARE NOTED ON SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

3/25/22

DATE

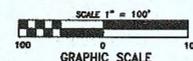
HUSTON K. KENNEDY
PROFESSIONAL LAND SURVEYOR
REGISTRATION NO. 4001017623
KENNEDY SURVEYING INC.
105 N. WASHINGTON ST.
OXFORD, MICHIGAN 48371

LEGEND:

- = FOUND 1/2" DIAMETER STEEL ROD 18" LONG W/PLASTIC CAP STAMPED HKK 17623
- ⊙ = SET 4" DIAMETER CONCRETE MONUMENT 36" LONG W/1/2" DIAMETER STEEL ROD W/RED PLASTIC CAP STAMPED HKK 17623
- R = RECORDED DISTANCE
- C = CALCULATED DISTANCE
- M = MEASURED DISTANCE
- ⊗ = INACCESSIBLE CORNER NOT MONUMENTED
- ⊘ = FOUND STEEL FENCE POST
- ⊙ = FOUND 4" DIAMETER CONCRETE MONUMENT W/ 1/2" DIAMETER STEEL ROD
- ⊗ = EXISTING FIRE HYDRANT
- BM#1 = BENCH MARK
- ① = COORDINATE POINT NUMBER

NOTES:

- 1.) THE TOWNSHIP OF OXFORD DOESN'T PARTICIPATE IN THE NATIONAL FLOOD INSURANCE PROGRAM, THIS SITE IS NOT IN A FLOOD PRONE AREA.
- 2.) THE BEARINGS AS EXPRESSED HEREON WERE TAKEN FROM "SETTLEMENT OF MANITOU", ACCORDING TO THE MASTER DEED AS RECORDED IN LIBER 20318, PAGES 344 THRU 404, BOTH INCLUSIVE OF OAKLAND COUNTY RECORDS AND DESIGNATED AT OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN No. 1190.



PROPOSED: MARCH 22, 2021

BENCH MARK (BM)

BM #1=Arrow on Fire Hydrant
East side of Dakota Court
Elev. = 1007.73 NAVD88
BM #2=Arrow on Fire Hydrant
end of Poppy Hill Drive
Elev. = 1032.60 NAVD88

SCHALK ENGINEERING
Civil Engineers

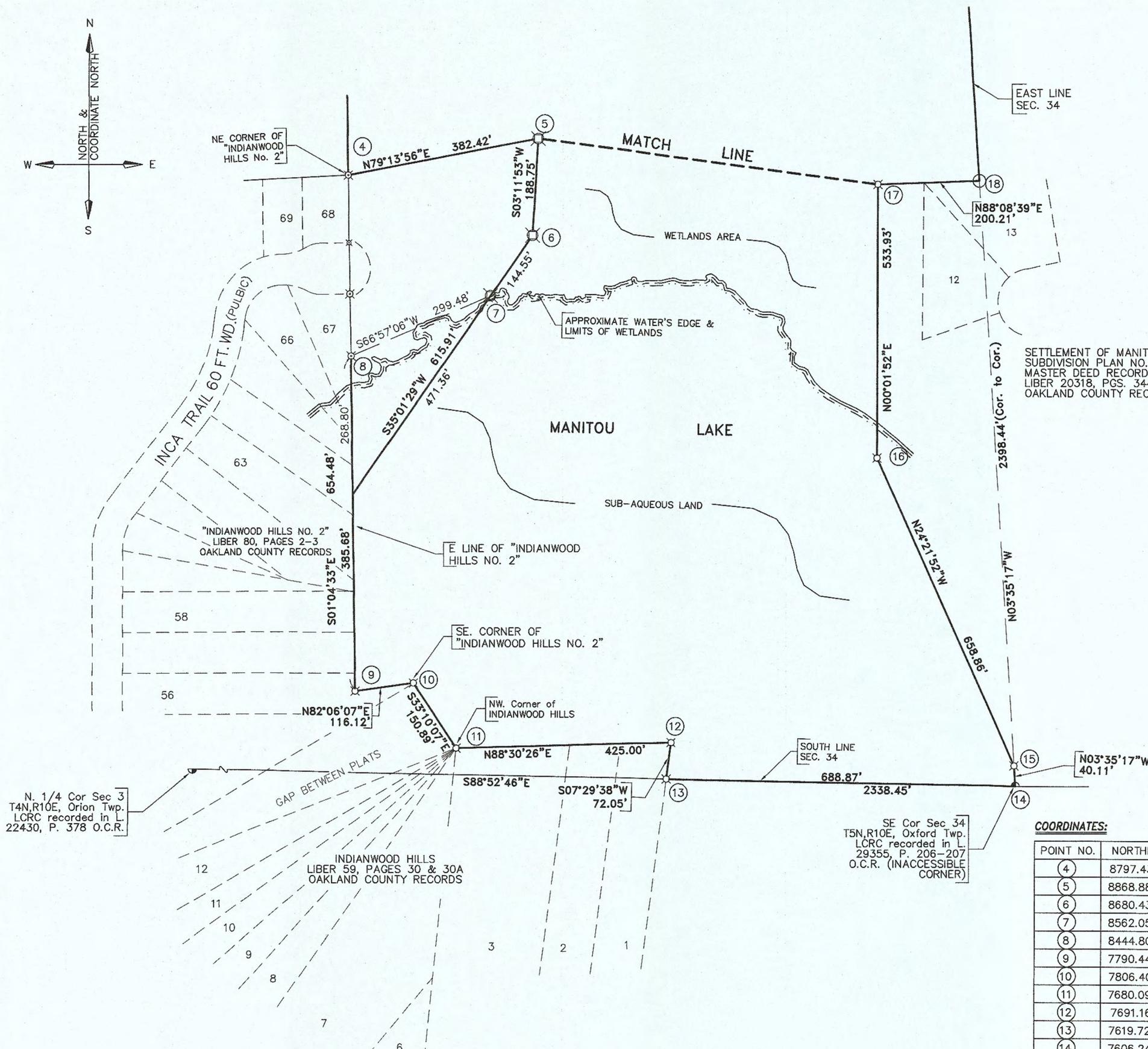
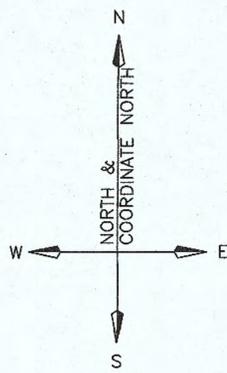
5194 Romeo Plank Road, #355
Macomb, MI 48042
Phone: (586) 506-9046
SchalkEngineering@gmail.com

| DATE | REV. DATE | DESCRIPTION |
|------------|-----------|-------------|
| 03/25/2022 | | |

"MANITOU HILLS"
PART OF THE SE. 1/4 OF SECTION 34,
T. 5N, R. 10E., OXFORD TOWNSHIP, OAKLAND COUNTY, MICHIGAN.
SURVEY PLAN



SCALE 1"=100'
CITY #
DRAWING 21-041
2 of 11



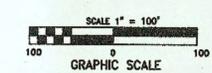
SETTLEMENT OF MANITOU
SUBDIVISION PLAN NO. 1190
MASTER DEED RECORDED IN
LIBER 20318, PGS. 344 THROUGH 434
OAKLAND COUNTY RECORDS

LEGEND:

- = SET 1/2" DIAMETER STEEL ROD 18" LONG W/PLASTIC CAP STAMPED HKK 17623
- ⊙ = SET 4" DIAMETER CONCRETE MONUMENT 36" LONG W/1/2" DIAMETER STEEL ROD W/RED PLASTIC CAP STAMPED HKK 17623
- R = RECORDED DISTANCE
- C = CALCULATED DISTANCE
- M = MEASURED DISTANCE
- ⊗ = INACCESSIBLE CORNER NOT MONUMENTED
- ⊘ = FOUND STEEL FENCE POST
- ⊙ = FOUND 4" DIAMETER CONCRETE MONUMENT W/ 1/2" DIAMETER STEEL ROD
- ⊗ = EXISTING FIRE HYDRANT
- BM#1 = BENCH MARK
- ① = COORDINATE POINT NUMBER

COORDINATES:

| POINT NO. | NORTHING | EASTING |
|-----------|-----------|------------|
| ④ | 8797.4381 | 8829.4176 |
| ⑤ | 8868.8870 | 9205.1038 |
| ⑥ | 8680.4309 | 9194.5739 |
| ⑦ | 8562.0583 | 9111.6123 |
| ⑧ | 8444.8096 | 8836.0383 |
| ⑨ | 7790.4450 | 8848.3267 |
| ⑩ | 7806.4012 | 8963.3452 |
| ⑪ | 7680.0965 | 9045.8978 |
| ⑫ | 7691.1641 | 9470.7537 |
| ⑬ | 7619.7295 | 9461.3569 |
| ⑭ | 7606.2458 | 10149.9905 |
| ⑮ | 7646.2772 | 10147.4803 |
| ⑯ | 8246.4590 | 9875.6747 |
| ⑰ | 8780.3889 | 9875.9646 |
| ⑱ | 8786.8726 | 10076.0696 |

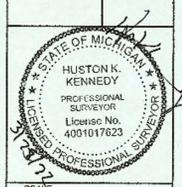


PROPOSED: MARCH 22, 2021

SCHALK ENGINEERING
Civil Engineers
5194 Romeo Park Road, #68
Macomb, MI 48042
Phone: (586) 508-9046
SchalkEngineering@gmail.com

| DATE | DESCRIPTION |
|------------|-------------|
| 03/25/2022 | |

"MANITOU HILLS"
PART OF THE SE. 1/4 OF SECTION 34,
T. 5N, R. 10E., OXFORD TOWNSHIP, OAKLAND COUNTY, MICHIGAN.



SCALE: 1"=100'
CITY #
DRAWING: 21-041
3 of 11



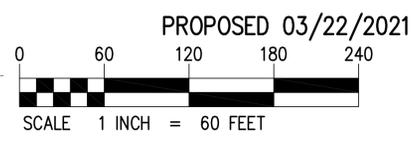
SCHEDULE OF CURVE DATA

| NO | LENGTH | RADIUS | DELTA | CHORD BEARING | CHORD LENGTH |
|----|--------|--------|------------|---------------|--------------|
| 1 | 75.48 | 280.00 | 15°26'44" | N83°21'51"W | 75.25 |
| 2 | 59.31 | 220.00 | 15°26'44" | N83°21'51"W | 59.13 |
| 3 | 45.80 | 280.00 | 9°22'23" | N70°57'18"W | 45.75 |
| 4 | 35.99 | 220.00 | 9°22'23" | N70°57'18"W | 35.95 |
| 5 | 36.00 | 42.00 | 49°06'53" | N89°10'27"E | 34.91 |
| 6 | 36.00 | 42.00 | 49°06'53" | N41°42'40"W | 34.91 |
| 7 | 330.21 | 68.00 | 278°13'47" | N23°43'54"E | 89.02 |

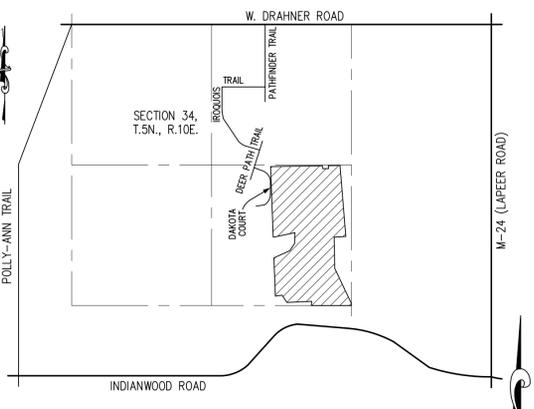
- LEGEND**
- = GENERAL COMMON ELEMENT & MUST BE BUILT
 - = UNIT CORNER COORDINATE NUMBER
 - = UNIT NUMBER
 - = INDICATES UNIT CORNER, SET IRON (1/2" DIA. STEEL BAR, 18" LONG)
 - = INDICATES UNIT BOUNDARY LINE
 - = LIMITS OF BUILDABLE AREA
 - = INDICATES MONUMENT SET (1/2" DIAMETER STEEL BAR 36" LONG, ENCASED IN 4" DIA. CONCRETE)
 - = INDICATES CURVE NUMBER

NOTES
ALL CURVILINEAR DISTANCES ARE SHOWN ALONG THE ARC.

| NO. | UNIT COORDINATES | | UNIT AREA |
|-----|------------------|-----------|-----------|
| | NORTHING | EASTING | |
| 1 | 306739.40 | 518564.01 | 37,302 |
| 2 | 306724.99 | 518685.28 | 37,701 |
| 3 | 306700.12 | 518807.27 | 41,088 |
| 4 | 306675.24 | 518929.25 | 44,738 |
| 5 | 306650.36 | 519051.24 | 48,389 |
| 6 | 306617.53 | 519155.42 | 25,380 |
| 7 | 306574.72 | 519267.53 | 25,148 |
| 8 | 306550.52 | 519386.74 | 41,158 |
| 9 | 306520.08 | 519471.70 | 42,660 |
| 10 | 306449.15 | 519468.28 | 144,739 |
| 11 | 306419.60 | 519407.02 | 25,003 |
| 12 | 306497.90 | 519300.52 | 26,740 |
| 13 | 306541.28 | 519186.90 | 26,175 |
| 14 | 306583.93 | 519073.12 | 25,421 |
| 15 | 306608.61 | 518955.69 | 25,380 |
| 16 | 306632.59 | 518838.11 | 25,380 |
| 17 | 306656.57 | 518720.53 | 26,693 |
| 18 | 306679.54 | 518568.11 | 25,703 |



PARCEL I.D. #04-35-300-001
PARKHURST HOMES
ZONED MHC



SCHALK ENGINEERING
Civil Engineers
51194 Romas Park Road, #368
Macomb, MI 48042
Phone: (586) 506-9046
SchalkEngineering@gmail.com

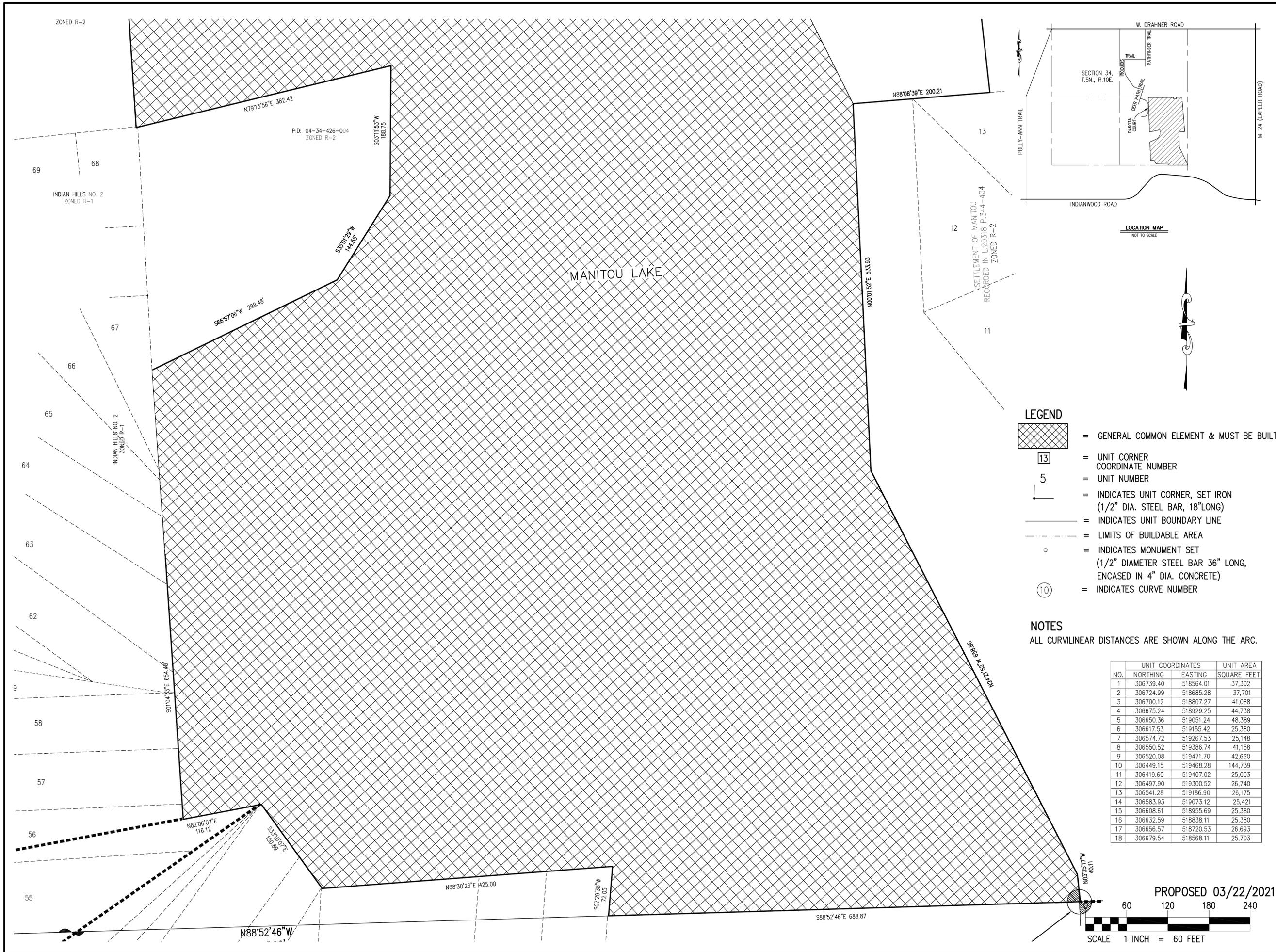
| REV. DATE | DESCRIPTION |
|------------|-------------------------------------|
| 05/04/2021 | PER ENG., PLANNING, & TWP. ATTORNEY |
| 06/02/2021 | PER TOWNSHIP ATTORNEY |
| 06/09/2021 | PER ENG. |
| 01/24/2022 | PER TWP. |
| 02/15/2022 | PER TWP. |
| 04/07/2022 | PER TWP. |

| DATE | DRAWN BY | CHECKED BY |
|------------|----------|------------|
| 03/22/2021 | JLS | JLS |

"MANTOU HILLS"
PART OF THE SE. 1/4 OF SECTION 34,
T. 5N, R. 10E., OXFORD TOWNSHIP, OAKLAND COUNTY, MICHIGAN.

SITE PLAN





LEGEND

-  = GENERAL COMMON ELEMENT & MUST BE BUILT
-  = UNIT CORNER COORDINATE NUMBER
-  = UNIT NUMBER
-  = INDICATES UNIT CORNER, SET IRON (1/2" DIA. STEEL BAR, 18" LONG)
-  = INDICATES UNIT BOUNDARY LINE
-  = LIMITS OF BUILDABLE AREA
-  = INDICATES MONUMENT SET (1/2" DIAMETER STEEL BAR 36" LONG, ENCASED IN 4" DIA. CONCRETE)
-  = INDICATES CURVE NUMBER

NOTES

ALL CURVILINEAR DISTANCES ARE SHOWN ALONG THE ARC.

| NO. | UNIT COORDINATES | | UNIT AREA SQUARE FEET |
|-----|------------------|-----------|--------------------------|
| | NORTHING | EASTING | |
| 1 | 306739.40 | 518564.01 | 37,302 |
| 2 | 306724.99 | 518685.28 | 37,701 |
| 3 | 306700.12 | 518807.27 | 41,088 |
| 4 | 306675.24 | 518929.25 | 44,738 |
| 5 | 306650.36 | 519051.24 | 48,389 |
| 6 | 306617.53 | 519155.42 | 25,380 |
| 7 | 306574.72 | 519267.53 | 25,148 |
| 8 | 306550.52 | 519386.74 | 41,158 |
| 9 | 306520.08 | 519471.70 | 42,660 |
| 10 | 306449.15 | 519468.28 | 144,739 |
| 11 | 306419.60 | 519407.02 | 25,003 |
| 12 | 306497.90 | 519300.52 | 26,740 |
| 13 | 306541.28 | 519186.90 | 26,175 |
| 14 | 306583.93 | 519073.12 | 25,421 |
| 15 | 306608.61 | 518955.69 | 25,380 |
| 16 | 306632.59 | 518838.11 | 25,380 |
| 17 | 306656.57 | 518720.53 | 26,693 |
| 18 | 306679.54 | 518568.11 | 25,703 |

PROPOSED 03/22/2021



SCALE 1 INCH = 60 FEET

SCHALK ENGINEERING
Civil Engineers
 51194 Rensselaer Park Road, #368
 Mequon, WI 53092
 Phone: (588) 506-9046
 SchalkEngineering@gmail.com

| DATE | DESCRIPTION |
|------------|-------------------------------------|
| 03/22/2021 | PER ENG., PLANNING, & TWP. ATTORNEY |
| | PER TOWNSHIP ATTORNEY |
| | PER ENG. |
| | PER TWP. |
| | PER TWP. |
| | PER TWP. |

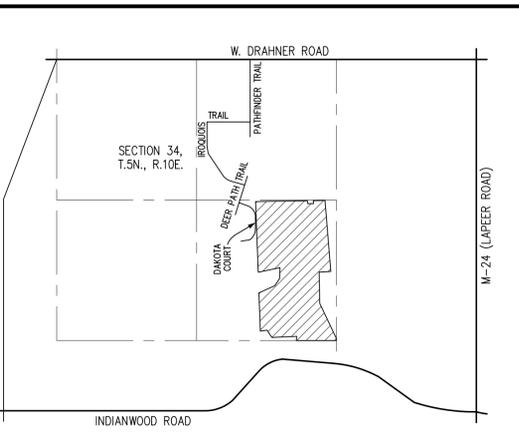
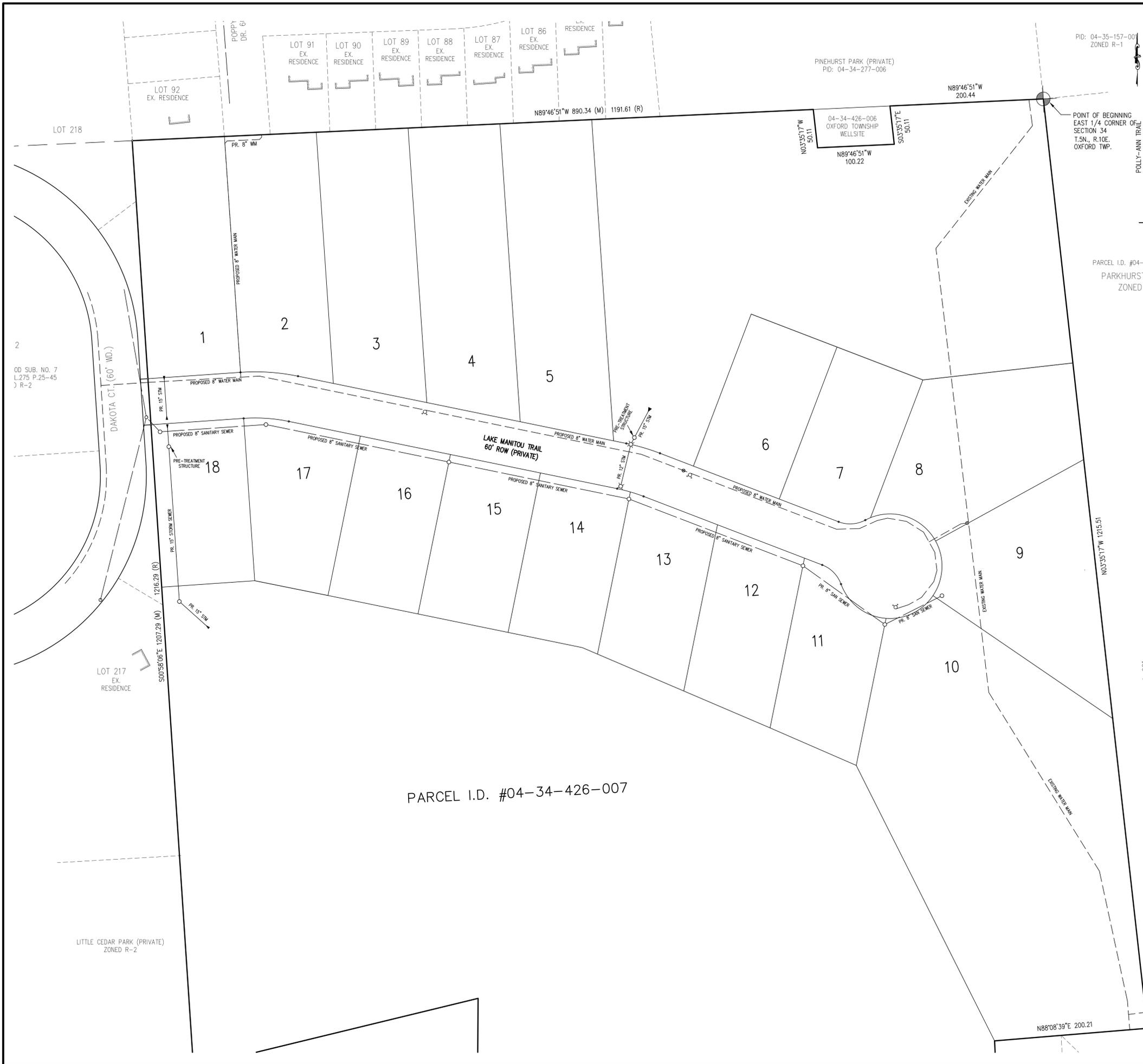
"MANITOU HILLS"
 PART OF THE SE. 1/4 OF SECTION 34,
 T. 5N., R. 10E., OXFORD TOWNSHIP, OAKLAND COUNTY, MICHIGAN.
SITE PLAN



SCALE 1" = 60'

CITY # 21-041

DRAWING # 5 of 11



PARCEL I.D. #04-35-300-001
PARKHURST HOMES
ZONED MHC

NOTES

SANITARY SEWER, WATER MAIN AND STORM SEWER INFORMATION AS SHOWN OBTAINED FROM PLANS PREPARED BY SCHALK ENGINEERING, LLC.

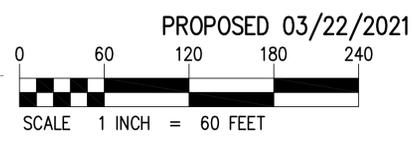
PROJECT IS SERVICED BY ELECTRIC, GAS, TELEPHONE AND CABLE TELEVISION.

UTILITIES, AS SHOWN, INDICATE APPROXIMATE LOCATIONS OF THE VARIOUS COMPANIES AND NO GUARANTEE IS GIVEN AS TO COMPLETENESS OR ACCURACY THEREOF.

ROADWAYS AND ITS SHOULDERS, STORM WATER EASEMENTS AND FACILITIES INCLUDING SWALES, PRETREATMENT FACILITIES, AND PIPES, AND THE UTILITY EASEMENT AND FACILITIES MUST BE BUILT.

LEGEND

- WATER MAIN
- GATE VALVE IN WELL
- FIRE HYDRANT
- STORM SEWER
- STORM SEWER MANHOLE
- PAVEMENT CATCH BASIN
- REAR YARD CATCH BASIN
- SANITARY SEWER
- SANITARY MANHOLE
- INDICATES MONUMENT SET (1/2" DIAMETER STEEL BAR 36" LONG, ENCASED IN 4" DIA. CONCRETE)



SCHALK ENGINEERING
Civil Engineers
51194 Romas Park Road, #368
Madison, WI 53712
Phone: (562) 506-9046
SchalkEngineering@gmail.com

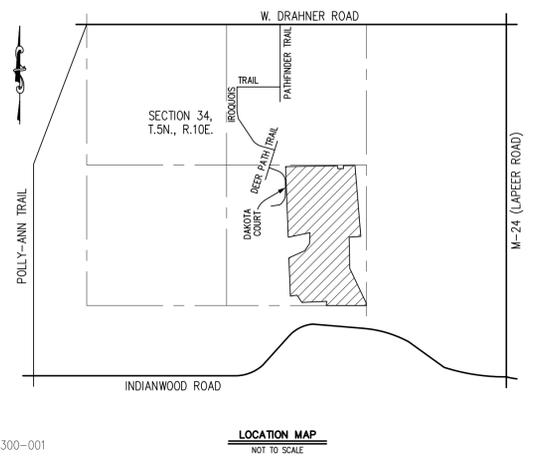
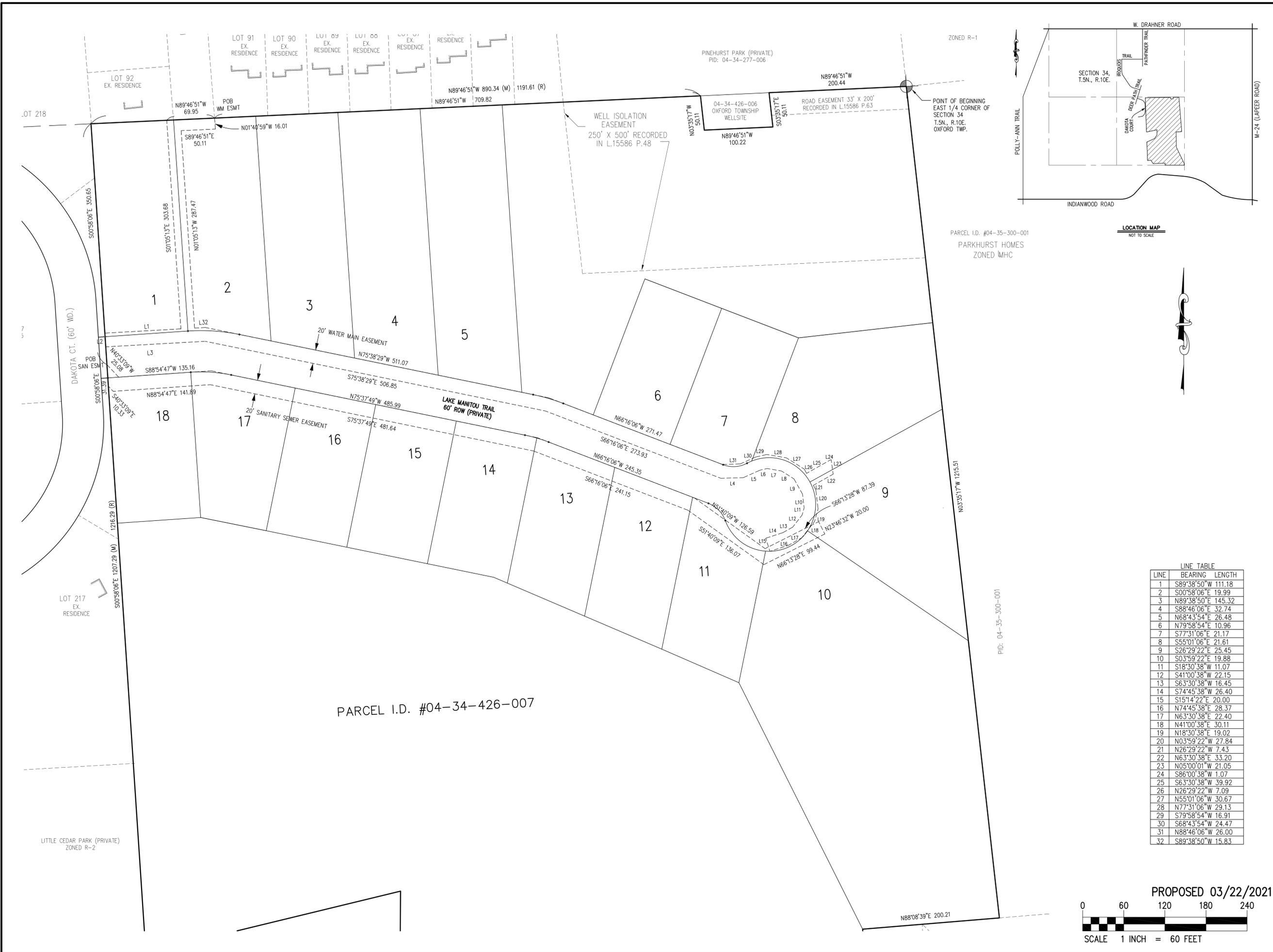
| DATE | DESCRIPTION |
|------------|-------------------------------------|
| 03/22/2021 | PER ENG., PLANNING, & TWP. ATTORNEY |
| 05/06/2021 | PER TOWNSHIP ATTORNEY |
| 06/02/2021 | PER ENG. |
| 06/09/2021 | PER TWP. |
| 01/24/2022 | PER TWP. |
| 02/15/2022 | PER TWP. |
| 04/07/2022 | PER TWP. |

"MANITOU HILLS"
PART OF THE SE. 1/4 OF SECTION 34,
T. 5N., R. 10E., OXFORD TOWNSHIP, OAKLAND COUNTY, MICHIGAN.

UTILITY PLAN

STATE OF MICHIGAN
JENNIFER L. SCHALK
ENGINEER
No. 38288
PROFESSIONAL

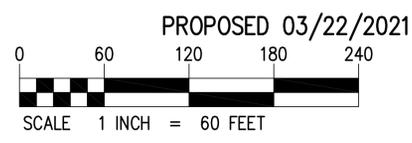
SCALE 1"=60'
CITY # 21-041
DRAWING 6 of 11



LOCATION MAP
NOT TO SCALE

PARCEL I.D. #04-34-426-007

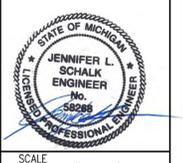
| LINE | BEARING | LENGTH |
|------|-------------|--------|
| 1 | S89°38'50"W | 111.18 |
| 2 | S00°58'06"E | 19.99 |
| 3 | N89°38'50"E | 145.32 |
| 4 | S88°46'06"E | 32.74 |
| 5 | N68°43'54"E | 26.48 |
| 6 | N79°58'54"E | 10.96 |
| 7 | S77°31'06"E | 21.17 |
| 8 | S55°01'06"E | 21.61 |
| 9 | S26°29'22"E | 25.45 |
| 10 | S03°59'22"E | 19.88 |
| 11 | S18°30'38"W | 11.07 |
| 12 | S41°00'38"W | 22.15 |
| 13 | S63°30'38"W | 16.45 |
| 14 | S74°45'38"W | 26.40 |
| 15 | S15°14'22"E | 20.00 |
| 16 | N74°45'38"E | 28.37 |
| 17 | N63°30'38"E | 22.40 |
| 18 | N41°00'38"E | 30.11 |
| 19 | N18°30'38"E | 19.02 |
| 20 | N03°59'22"W | 27.84 |
| 21 | N26°29'22"W | 7.43 |
| 22 | N63°30'38"E | 33.20 |
| 23 | N05°00'01"W | 21.05 |
| 24 | S86°00'38"W | 1.07 |
| 25 | S63°30'38"W | 39.92 |
| 26 | N26°29'22"W | 7.09 |
| 27 | N55°01'06"W | 30.67 |
| 28 | N77°31'06"W | 29.13 |
| 29 | S79°58'54"W | 16.91 |
| 30 | S68°43'54"W | 24.47 |
| 31 | N88°46'06"W | 26.00 |
| 32 | S89°38'50"W | 15.83 |



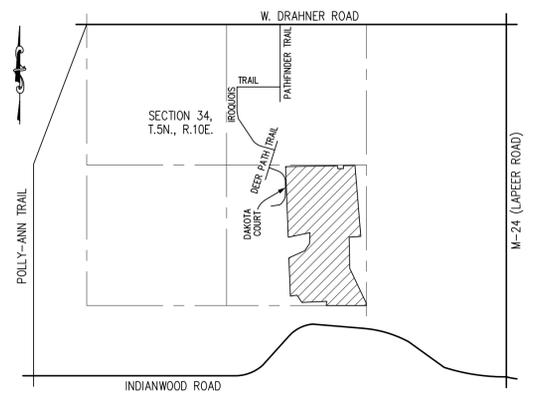
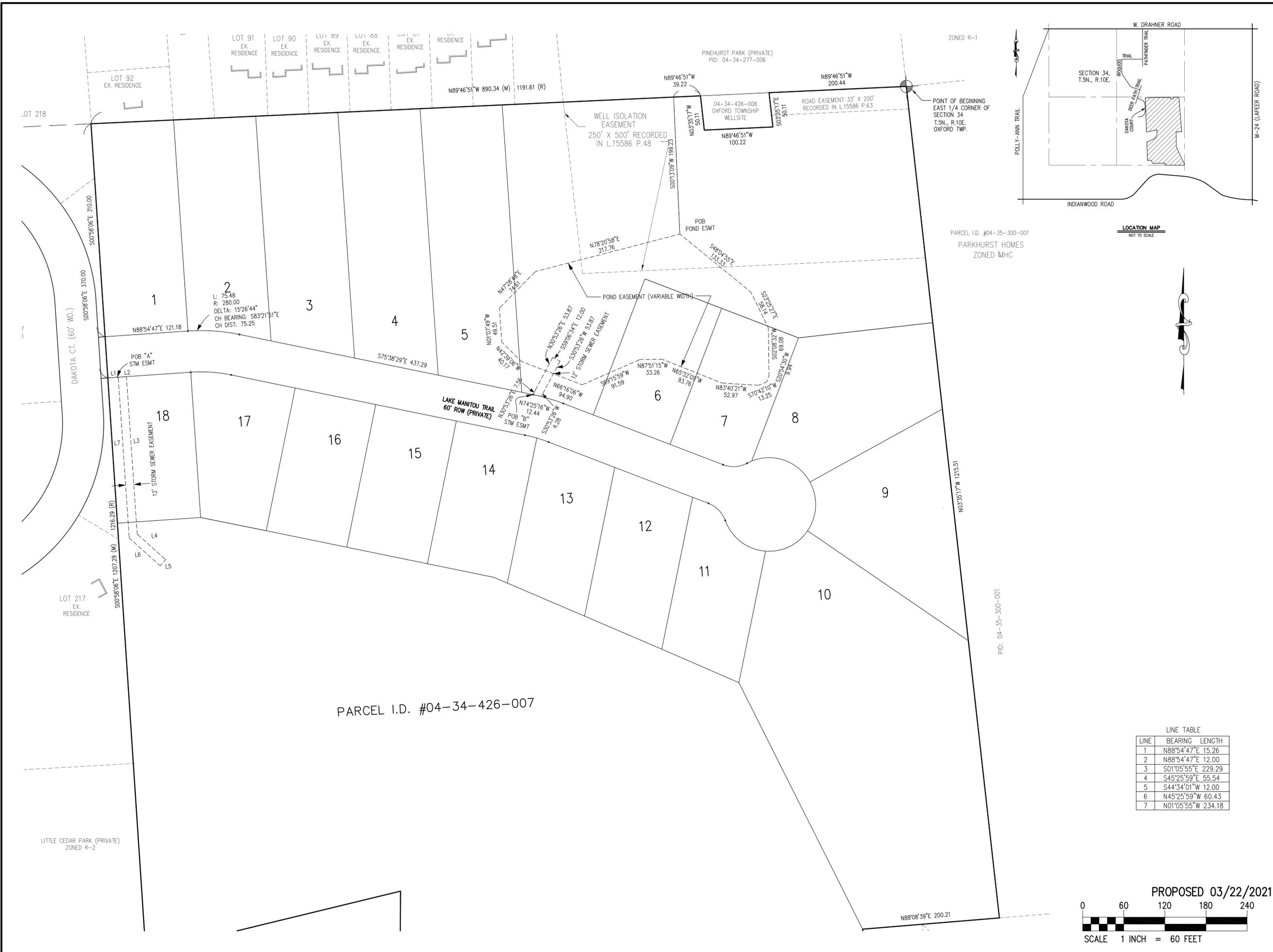
SCHALK ENGINEERING
Civil Engineers
51194 Rensselaer Road, #368
Macomb, MI 48042
Phone: (586) 506-9046
SchalkEngineering@gmail.com

| DATE | DESCRIPTION |
|------------|-------------------------------------|
| 03/22/2021 | PER ENG., PLANNING, & TWP. ATTORNEY |
| | PER TOWNSHIP ATTORNEY |
| | PER ENG. |
| | PER TWP. |
| | PER TWP. |
| | PER TWP. |

"MANITOU HILLS"
PART OF THE SE. 1/4 OF SECTION 34,
T. 5N., R. 10E., OXFORD TOWNSHIP, OAKLAND COUNTY, MICHIGAN.
SANITARY AND WATER MAIN EASEMENT

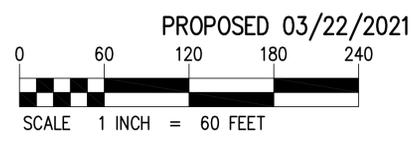


SCALE 1"=60'
CITY # 21-041
DRAWING # 7 of 11



LINE TABLE

| LINE | BEARING | LENGTH |
|------|-------------|--------|
| 1 | N88°54'47"E | 15.26 |
| 2 | N88°54'47"E | 12.00 |
| 3 | S01°05'55"E | 229.29 |
| 4 | S45°25'59"E | 55.54 |
| 5 | S44°34'01"W | 12.00 |
| 6 | N45°25'59"W | 60.43 |
| 7 | N01°05'55"W | 234.18 |



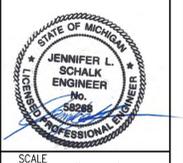
SCHALK ENGINEERING
 Civil Engineers
 51194 Romas Park Road, #368
 Macomb, MI 48042
 Phone: (586) 506-9046
 SchalkEngineering@gmail.com

| REV. DATE | DESCRIPTION |
|------------|-------------------------------------|
| 05/06/2021 | PER ENG., PLANNING, & TWP. ATTORNEY |
| 06/02/2021 | PER TOWNSHIP ATTORNEY |
| 06/09/2021 | PER ENG. |
| 01/24/2022 | PER TWP. |
| 02/15/2022 | PER TWP. |
| 04/07/2022 | PER TWP. |

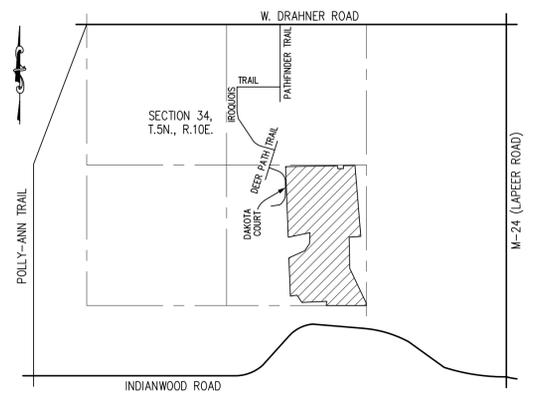
| DATE | DATE |
|------------|------------|
| 03/22/2021 | 03/22/2021 |

| DATE | DATE |
|------------|------------|
| 03/22/2021 | 03/22/2021 |

"MANTOU HILLS"
 PART OF THE SE. 1/4 OF SECTION 34,
 T. 5N., R. 10E., OXFORD TOWNSHIP, OAKLAND COUNTY, MICHIGAN.
 STORM AND POND EASEMENT



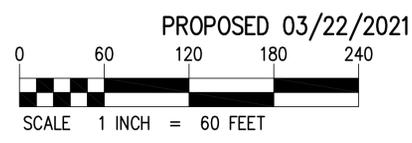
SCALE 1"=60'
 CITY # 21-041
 8 of 11



PARCEL I.D. #04-34-426-007

CURVE DATA

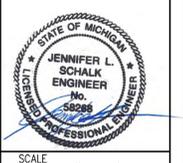
| NO | LENGTH | RADIUS | DELTA | CHORD BEARING | CHORD LENGTH |
|----|--------|--------|------------|---------------|--------------|
| 1 | 59.31 | 220.00 | 15°26'44" | S83°21'51"E | 59.13 |
| 2 | 35.99 | 220.00 | 9°22'23" | S70°57'18"E | 35.95 |
| 3 | 36.00 | 42.00 | 49°06'53" | S41°42'40"E | 34.91 |
| 4 | 330.21 | 68.00 | 278°13'47" | N23°43'54"E | 89.02 |
| 5 | 36.00 | 42.00 | 49°06'53" | N89°10'27"E | 34.91 |
| 6 | 45.80 | 280.00 | 9°22'23" | N70°57'18"W | 45.75 |
| 7 | 75.48 | 280.00 | 15°26'44" | N83°21'51"W | 75.25 |



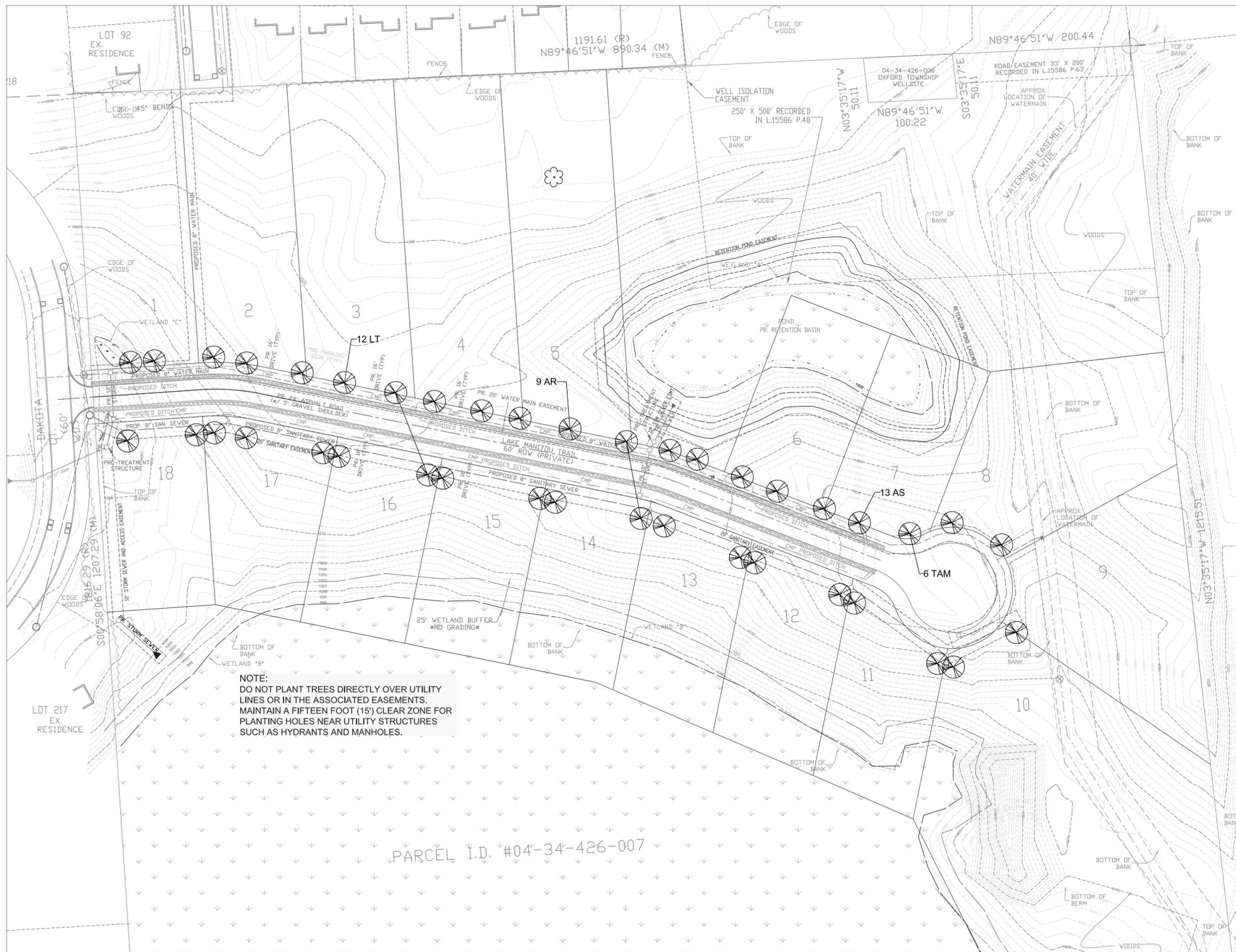
SCHALK ENGINEERING
 Civil Engineers
 5194 Rensselaer Road, #368
 Macomb, MI 48042
 Phone: (586) 506-9046
 SchalkEngineering@gmail.com

| DATE | DESCRIPTION |
|------------|-------------------------------------|
| 03/22/2021 | PER ENG., PLANNING, & TWP. ATTORNEY |
| | PER TOWNSHIP ATTORNEY |
| | PER ENG. |
| | PER TWP. |
| | PER ENG. |
| | PER TWP. |

"MANTOU HILLS"
 PART OF THE SE. 1/4 OF SECTION 34,
 T. 5N., R. 10E., OXFORD TOWNSHIP, OAKLAND COUNTY, MICHIGAN.
 ROAD EASEMENT



SCALE 1"=60'
 CITY #
 DRAWING 21-041
 9 of 11



LANDSCAPE PLANTING PLAN

scale: 1" = 60'

LANDSCAPE PLANTING NOTES:

- PLANTING**
- Installation of all plant material shall be in accordance with the latest edition of the *American Association of Nurserymen Standards for Nursery Stock* and with the specifications set forth by Oxford Township, Michigan.
 - The plant materials shall conform to the type stated on the plant list. Sizes shall be the minimum stated on the plant list or larger. All measurements shall be in accordance with the latest edition of the *American Association of Nurserymen Standards for Nursery Stock*.
 - The plant material shall be nursery grown and inspected by the Owner's representative before planting. The Owner's representative reserves the right to reject any plant material at any time.
 - Plants designated "B&B" shall be balled and burlapped with firm balls of earth.
 - Dig tree pits three (3) times the width of the tree rootball and backfill with one (1) part topsoil and one (1) part soil from excavated pit. Plant trees and shrubs at the same grade level at which they were planted at the nursery. If wet, clay soils are evident, plant trees and shrubs slightly higher.
 - The Contractor is responsible for planting the materials at the correct grades and spacing. The plants shall be oriented to give the best appearance.
 - When the plant has been properly set, the pit shall be backfilled with the topsoil mixture, gradually filling, patting, and settling with water.
 - Trees in lawn areas to have a four foot (4') circle of mulch, four inches (4") deep, and three inches (3") away from the trunk. Only natural color, finely shredded hardwood bark mulch will be accepted.
 - Remove all twine, wire, and burlap from the top one third (1/3) of tree and shrub root balls and from tree trunks. Remove all non-biodegradable material such as plastic or nylon completely from branches and stems. All tree wrap, stakes, and guys are to be removed after one (1) winter season.
 - All plant materials shall be pruned and injuries repaired. The amount of pruning shall be limited to the removal of dead or injured limbs and to compensate for the loss of roots from transplanting. Cuts should be flush, leaving no stubs. Cuts over three quarters of an inch (3/4") shall be painted with tree paint. Shrubs along the site perimeter shall be allowed to grow together in a natural form.
 - All plantings shall be completed no later than November 30 in the fall season. The date of intended installation for landscape plant materials is approximately Spring, 2022. Plantings shall thereafter be reasonably maintained, including permanence and health of plant materials to provide a screen to abutting properties and including the absence of weeds and refuse.

- MATERIAL**
- Required landscape material shall satisfy the criteria of the American Association of Nurserymen Standards for Nursery Stock and be: a.) Northern nursery grown; b.) State Department of Agriculture inspected; c.) No. 1 grade material with a straight, unscarred trunk, and well-developed uniform crown (park grade trees will not be accepted); d.) Staked, wrapped, watered, and mulched according to the details provided; and e.) Guaranteed for one (1) year.
 - Topsoil shall be friable, fertile soil of clayloam character containing at least five percent (5%) but not more than twenty percent (20%) by weight of organic matter with a pH range between 6.0 and 7.0. The topsoil shall be free from clay lumps, coarse sand, plant roots, sticks, and other foreign materials.
 - Callery Pear (*Pyrus calleryana*), Willow (*Salix* sp.), Silver Maple (*Acer saccharinum*), and Norway Maple (*Acer platanoides*) shall not be substituted for any tree species in the plant list. Contact the Landscape Architect for acceptable plant substitutions.

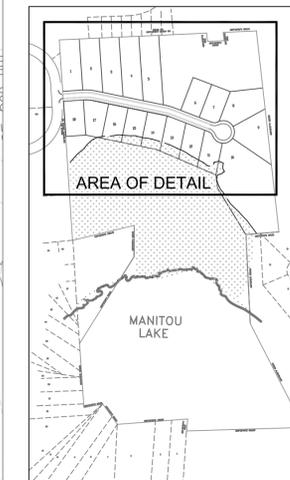
- GENERAL**
- Do not plant deciduous or evergreen trees directly over utility lines or under overhead wires. Maintain a six foot (6') distance from the centerline of utilities and twenty feet (20') from the centerline of overhead wires for planting holes. Call MISS DIG forty-eight (48) hours prior to landscape construction for field location of utility lines.
 - In no case shall landscaping material be planted in a way that will interfere with or cause damage to underground utility lines, public roads, or other public facilities. Species of trees whose roots are known to cause damage shall not be utilized.
 - The Contractor agrees to guarantee all plant material for a period of one (1) year. At that time, the Owner's representative reserves the right for a final inspection. Plant material with twenty-five percent (25%) die back, as determined by the Owner's representative shall be replaced. This guarantee includes the furnishing of new plants, labor, and materials. These new plants shall also be guaranteed for a period of one (1) year.

- MAINTENANCE**
- The Owner of the landscaping shall perpetually maintain such landscaping in good condition so as to present a healthy, neat, and orderly appearance, free from refuse and debris.
 - The Owner shall conduct a seasonal landscape maintenance program including regular lawn cutting (at least once per week during the growing season), pruning at appropriate times, watering, and snow removal during winter.
 - All diseased and/or dead material shall be removed within sixty (60) days following notification and shall be replaced within the next appropriate planting season or within one (1) year, whichever comes first.

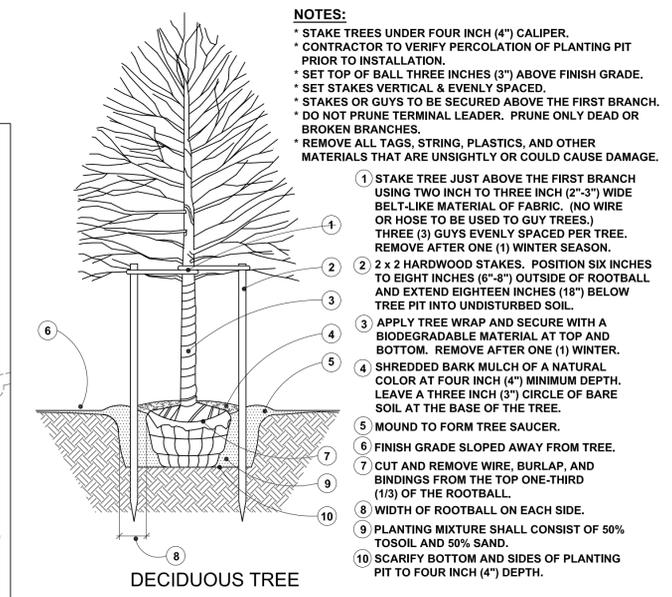
NOTE:



The street trees are landscape features designated as general common elements and must be built.



OVERALL SITE PLAN n.t.s.



PLANT LIST

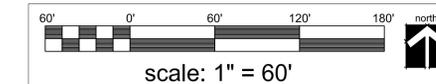
| KEY | QTY. | BOTANICAL NAME | COMMON NAME | SIZE |
|-----------------------------|------|--------------------------------------|---------------------------|-------------|
| STREET TREE PLANTING | | | | |
| AS | 13 | <i>Acer saccharum</i> 'Legacy' | Legacy Sugar Maple | 3" cal. B&B |
| AR | 9 | <i>Acer saccharum</i> 'Autumn Flame' | Autumn Flame Red Maple | 3" cal. B&B |
| LT | 12 | <i>Liriodendron tulipifera</i> | Tuliptree | 3" cal. B&B |
| TAM | 6 | <i>Tilia americana</i> 'McSentry' | Mc Sentry American Linden | 3" cal. B&B |

LANDSCAPE CALCULATIONS:

STREET TREES
* One (1) deciduous tree / 50 l.f. of lot frontage



date: November 16, 2020
revised:
01-20-2021 Revise for Twp. review.
01-25-2021 Revise for Client review.
03-22-2021 Amend note for installation date.
05-08-2021 Revise for site plan changes.
06-02-2021 Revise for Twp. review.
06-07-2021 Update sheet number.
02-20-2022 Revise water line at cul-de-sac.
03-11-2022 Revise title block information.



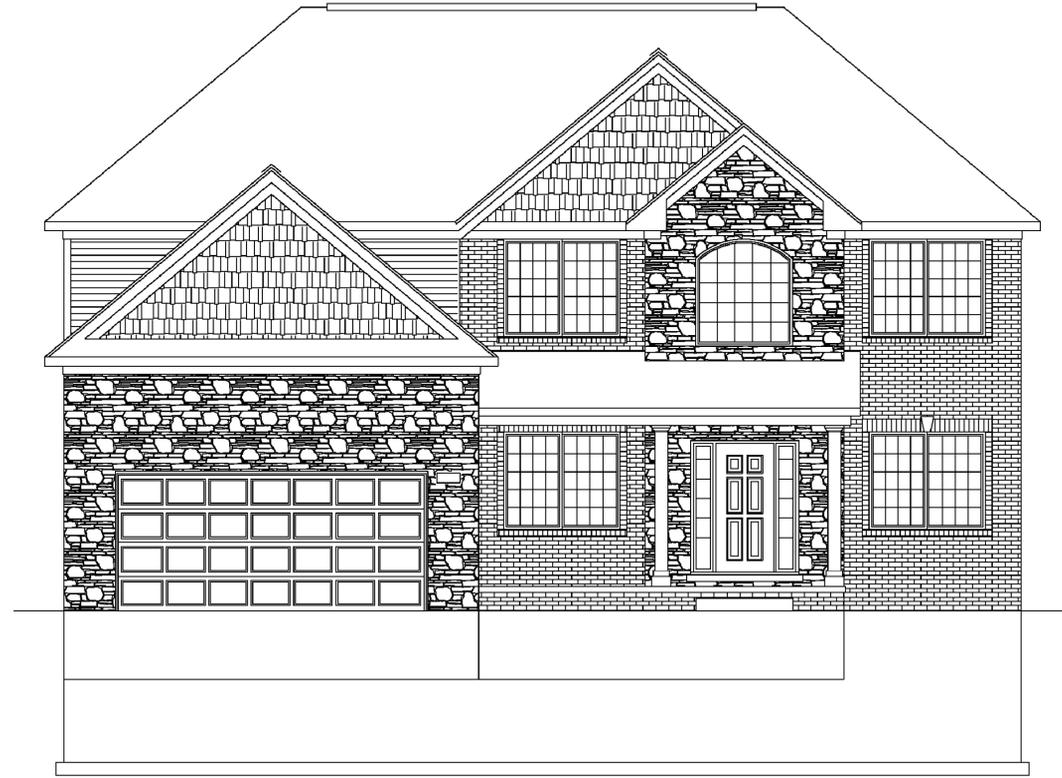
LANDSCAPE PLAN FOR:
Clearview Homes, L.L.C.
445 South Livernois
Suite 324
Rochester Hills, Michigan
48307
(248) 275-6992

PROJECT LOCATION:
Manitou Hills Residential
Subdivision
Oxford Township, Michigan

LANDSCAPE PLAN BY:
Nagy Devlin Land Design, L.L.C.
31736 West Chicago Ave.
Livonia, Michigan 48150
(734) 634-9208

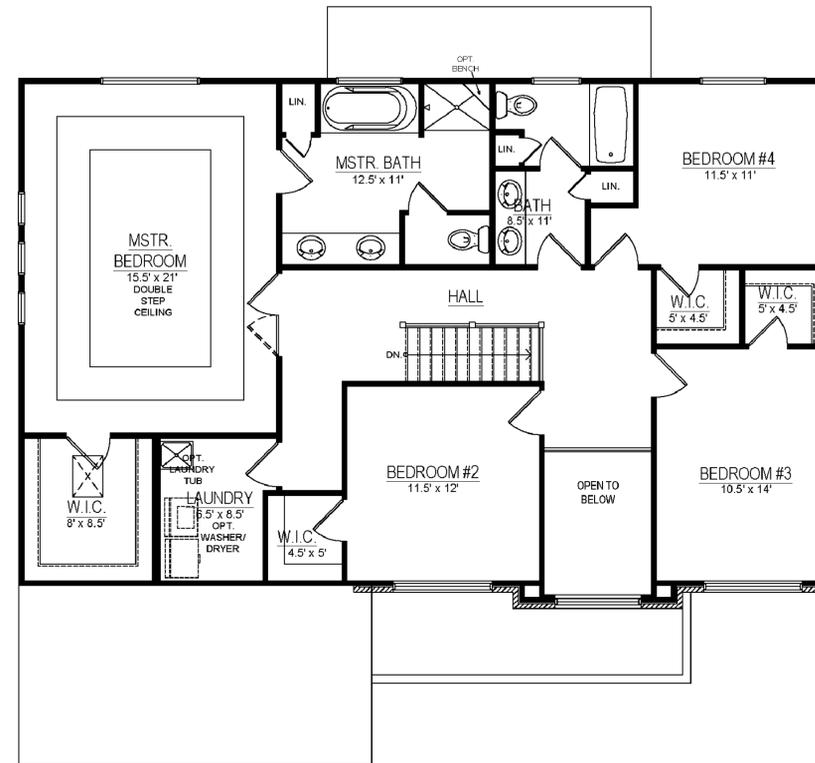
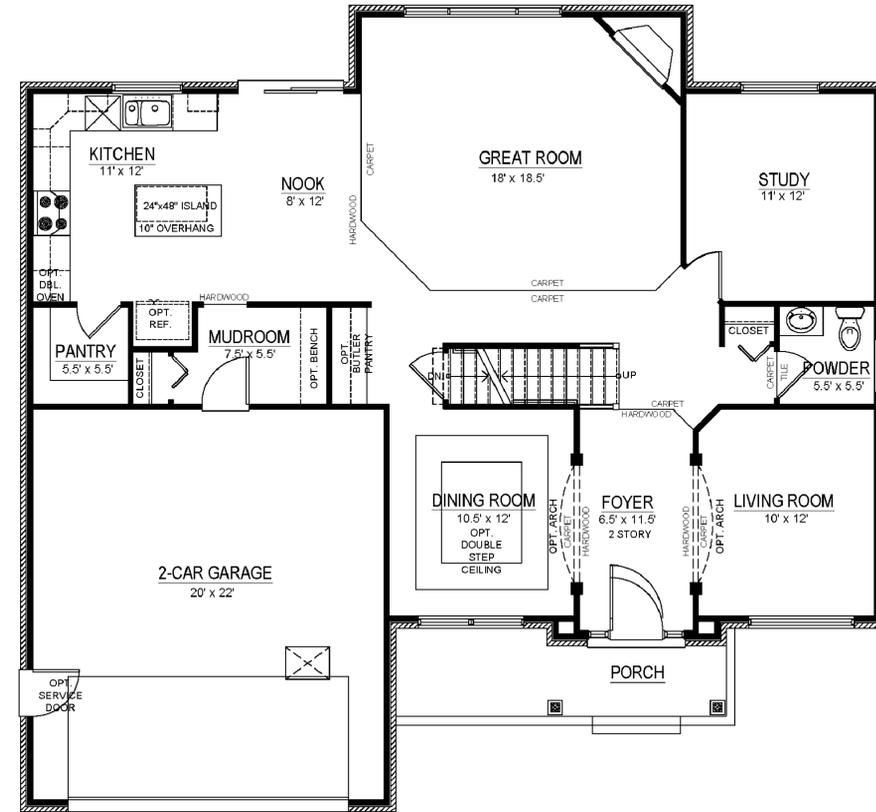


* Base data provided by Schalk Engineering, L.L.C.



EXAMPLE OF ONE OF MANY FLOOR PLANS TO BE OFFERED.

THIS PLAN IS THE INTELLECTUAL PROPERTY OF CLEARVIEW HOMES, L.L.C. AND MAY NOT BE UTILIZED BY ANY OTHER PARTY WITHOUT PRIOR WRITTEN APPROVAL.



PROPOSED 03/22/2021

SCHALK ENGINEERING
 Civil Engineers
 51194 Romas Park Road, #368
 Mequon, WI 48042
 Phone: (588) 506-9046
 SchalkEngineering@gmail.com

| DATE | DESCRIPTION |
|------------|-------------------------------------|
| 03/22/2021 | PER ENG., PLANNING, & TWP. ATTORNEY |
| 06/06/2021 | PER TOWNSHIP ATTORNEY |
| 06/02/2021 | PER ENG. |
| 06/09/2021 | PER TWP. |
| 01/24/2022 | PER TWP. |
| 02/15/2022 | PER TWP. |
| 04/07/2022 | PER TWP. |

"MANTOU HILLS"
 PART OF THE SE. 1/4 OF SECTION 34,
 T. 5N, R. 10E., OXFORD TOWNSHIP, OAKLAND COUNTY, MICHIGAN.
 FLOOR PLAN

| | |
|-----------------|----------|
| SCALE | NO SCALE |
| CITY # | |
| DRAWING | 21-041 |
| 11 of 11 | |