

OAKLAND COUNTY TREASURERS CERTIFICATE  
This is to certify that there are no delinquent property taxes as of this date owed to our office on this property. No representation is made as to the status of any taxes, tax liens or titles owed to any other entities.

MAY 05 2022

ROBERT WITTENBERG, County Treasurer  
Sec. 135, Act 206, 1893 as amended

5.00

377729 Liber 57745 Page 569 UCC #  
5/5/2022 10:52:52 AM Receipt #000295172  
\$21.00 Misc Recording  
\$4.00 Remonumentation  
\$5.00 Automation  
\$0.0 Transfer Tax  
PAID RECORDED - Oakland County, MI  
Lisa Brown, Clerk/Register of Deeds

2021 NOT EXAMINED

## MASTER DEED

### MANITOU HILLS

This Master Deed is made and executed on this 5th day of May, 2022, (2022), by Clearview Homes, LLC (hereinafter referred to as "Developer"), the address of which is 445 S. Livernois, Suite 324 Rochester Hills, Michigan 48307, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act".

WHEREAS, the Developer desires by recording this Master Deed, together with the Bylaws attached hereto as Exhibit A and together with the Condominium Subdivision Plan attached hereto as Exhibit B (both of which are hereby incorporated herein by reference and made a part hereof), to establish the real property described in Article II below, together with the improvements located and to be located thereon, and the appurtenances thereto, as a residential Condominium Project under the provisions of the Act.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Manitou Hills as a Condominium Project under the Act and does declare that Manitou Hills (hereinafter referred to as the "Condominium", "Project" or the "Condominium Project") shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits A and B hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, and its successors and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

RECEIVED  
OAKLAND COUNTY  
REGISTER OF DEEDS  
2022 MAY -5 AM 10:45

OK - MH

## ARTICLE I

### TITLE AND NATURE

The Condominium Project shall be known as Manitou Hills, Oakland County Condominium Subdivision Plan No. 2371. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions and area of each, are set forth completely in the Condominium Subdivisions Plan attached as Exhibit B hereto. Each Unit is a separate building site, designed to contain a single residence and other improvements for dwelling purposes. Each Unit is capable of individual utilization on account of having its own entrance from and exit to either a public road or a Common Element within the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project. All aspects of the development, operation and maintenance of the Condominium Project shall be subject to all Ordinances of the Charter Township of Oxford.

## ARTICLE II

### LEGAL DESCRIPTION

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

Part of the Southeast¼ of Section 34, Town 5 North, Range 10 East, Oxford Township, Oakland County, Michigan. Being more particularly described as beginning at the East¼ 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-West¼ 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-West¼ 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)

04-34-426-007

together with and subject to easements and restrictions of record, including those contained herein and in the Bylaws attached as Exhibit A, and all governmental limitations.

### ARTICLE III

#### DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits A and B hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the rules and regulations of the Manitou Hills Homeowners Association, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Manitou Hills as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

Section 1. **Act.** The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

Section 2. **Association.** "Association" means the Manitou Hills Homeowners Association, which is the non-profit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium.

Section 3. **Bylaws.** "Bylaws" means Exhibit A hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(8) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

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

Section 5. **Condominium Documents.** "Condominium Documents" means and includes this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation, Bylaws and rules and regulations, if any, of the Association, as all of the same may be amended from time to time.

Section 6. **Condominium Premises.** "Condominium Premises" means and includes the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Manitou Hills as described above.

Section 7. **Condominium Project, Condominium or Project.** "Condominium Project", "Condominium" or "Project" means Manitou Hills, as a Condominium Project established in conformity with the Act.

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

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

Section 10. **Consolidating Master Deed.** "Consolidating Master Deed" means the final

amended Master Deed which shall describe Manitou Hills as a completed Condominium Project, and all Units and Common Elements therein, and which shall express percentages of value pertinent to each Unit as finally readjusted. Such Consolidated Master Deed, when recorded in the office of the Oakland County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto.

Section 11. **Developer.** "Developer" means Clearview Homes, LLC, which has made and executed this Master Deed, and its successor and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such terms are used in the Condominium Documents.

Section 12. **Development and Sales Period.** "Development and Sales Period", for the purpose of the Condominium Documents and the rights reserved to Developer thereunder, shall be deemed to continue for so long as Developer continues to own any Unit in the Project.

Section 13. **First Annual Meeting.** "First Annual Meeting" means the initial meeting at which non-developer Co-owners are entitled to vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after 50% of the Units which may be created are sold, or (b) mandatorily within (i) 54 months from the date of the first Homesite conveyance, or (ii) 120 days after 75% of all Units which may be created are sold, whichever first occurs.

Section 14. **Transitional Control Date.** "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast be eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

Section 15. **Unit or Condominium Unit.** "Unit" or "Condominium Unit" each mean a single unit in Manitou Hills as such space may be described in Article V, Section 1 hereof and on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act. All structures and improvements now or hereafter located within the boundaries of a Unit shall be owned in their entirety by the Co-owner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements.

Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where the same would be appropriate and vice versa.

## ARTICLE IV

### COMMON ELEMENTS

The Common Elements of the Project, and the respective responsibilities for maintenance, decoration, repair or replacement thereof, are as follows:

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

(a) **Land.** The land described in Article II hereof, other than that portion thereof identified as Units or Limited Common Elements in the Condominium.

(b) **Electrical.** The electric transmission mains throughout the Project up to the point of lateral connection for Unit service.

(c) **Gas.** The gas distribution system, if any is installed, throughout the Project, up to the point of lateral connection for Unit service.

(d) **Telecommunications Cable System.** The telecommunications cable system, if and when it may be installed, up to the point of the ancillary connection for Unit service.

(e) **Storm, Surface and Subsurface Drainage System.** The storm, surface and subsurface, drainage system through the Project, which includes all areas containing drainage and retention facilities and easements.

(f) **Water Distribution System.** The mains portion of any water distribution system that is installed within the Condominium and that is necessary to provide water to all of the Units in the Condominium, but not (i) any portion of that system between any improvement on any Unit (including without limitation any lateral connections or leads from any main) and the mains portion of that water distribution system or (ii) any other water distribution facilities or devices.

(g) **Sanitary Distribution System.** The mains portion of any sanitary sewerage distribution system that is installed within the Condominium and that is necessary to provide sanitary sewerage distribution to all of the Units in the Condominium, but not (i) any portion of that system between any improvement on any Unit (including without limitation any lateral connections or leads from any main) and the mains portion of that water distribution system or (ii) any other sanitary sewerage distribution facilities or devices.

(h) **Lighting System.** Any lighting facilities installed within the Condominium for the common use of the Condominium.

(i) **Irrigation System.** Any irrigation system that is installed within a General Common Element for the purpose of irrigating any landscaping that is a General Common Element.

(j) **Roadways.** All roads and roadways described in Exhibit B, unless such roads are dedicated and accepted as public roads by the Oakland County Road Commission, after approval of such a change in the Site Condominium Plan by the Township.

(k) **Landscaping Elements/Entry Sign.** The landscaping elements and the entry sign, if any.

(l) **Other.** Such other elements of the Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary to the existence, upkeep and safety of the Project.

Some or all of the utility lines, systems (including mains and service leads) and equipment described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment shall be General Common Elements only to the extent of the Co-owner's interest therein, if any, and the Developer makes no warranty whatever with respect to the nature or extent of such interest, if any.

Section 2. **Limited Common Elements.** There are no Limited Common Elements in the project. The Developer reserves the right to, at a later date, create Limited Common Elements.

### Section 3. **Responsibilities.**

The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows:

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

(i) **Units and Limited Common Elements.** The responsibility for and the costs of maintenance, decoration, repair and replacement of the Unit and any improvements constructed on the Unit shall be borne by the Co-owner of such Unit; provided, however, that the exterior appearance of the improvements within Units, to the extent visible from any other Unit or Common Element in the Project, shall be subject at all times to the reasonable aesthetic and maintenance standards prescribed by the Association in the Bylaws and in duly adopted rules and regulations. For maintenance purposes, the General Common Element area between the street/road

edge and each Co-owner's Unit shall be planted with grass and maintained by each Co-owner in accordance with the standards set forth in Article VI of the Bylaws. Any paved driveway area or sidewalk located within the Unit or street right-of-way will also be maintained, repaired and replaced by the Co-owner whose Unit is served thereby. In connection with any amendment made by the Developer that creates limited Common Elements, the Developer may designate Limited Common Elements that are to be maintained, decorated, repaired and replaced at Co-owner expense, or in proper cases, at Association expense.

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

(iii) **Sidewalks.** If sidewalks were ever installed within the Unit or along the roadway in front of the unit, each Co-Owner will be responsible for maintenance of such sidewalk.

(iv) **Mailboxes.** Each Co-Owner will be responsible for installation and maintenance of individual mailboxes at their respective driveway entrances. The location and design of each mailbox is subject to approval by Developer or the Association and must comply with U.S. Postal regulations.

(b) **Association Responsibilities.**

(i) **Units.** The Association shall not be responsible, in the first instance, for performing any maintenance, repair or replacement with respect to residences and their appurtenances located within any Unit. Nevertheless, in order to provide for flexibility in administering the Condominium, the Association, acting through its Board of Directors, may undertake such other regularly recurring, reasonable uniform, periodic exterior maintenance functions with respect to dwellings constructed within any Units as it may deem appropriate and as the Co-owners may unanimously agree (including, without limitation, lawn mowing, snow removal and tree trimming). Nothing herein contained, however, shall compel the Association to undertake such responsibilities. Any such responsibilities undertaken by the Association shall be charged to any affected Co-owner on a reasonably uniform basis and collected in accordance with the assessment procedures established under Article II of the Bylaws. The Developer, in the initial maintenance budget for the Association, shall be entitled to determine the nature and extent of such services and reasonable rules and regulations may be promulgated in connection therewith.

(ii) **General Common Elements, Private Road, Storm, Surface and Subsurface Water Drainage and Retention Area and General Common Element.** The cost of maintenance, repair and replacement of all General Common Elements (including all landscaping shown on the Landscape Plan), the storm, surface and subsurface water drainage system and retention area and the General Common Element roadways (until such time that such roadways are dedicated to the public, if ever) shall be borne by the Association, subject to any provision of the Condominium Documents expressly to the contrary and to the provisions contained in Article IX, Section 2 below. In the event that the Association fails to provide adequate maintenance, repair or replacement of the General Common Elements, storm, surface and subsurface water drainage and retention area or General Common Elements roadways, the Township shall thereupon have the power and authority, but not the obligation, to enter upon the Property, or cause its agents or contractors to enter upon the Property, and perform such maintenance and/or preservation as reasonably found by the Township to be appropriate. The cost and expense of making and financing such maintenance, repair or replacement, including the cost of notices by the Township and reasonable legal fees incurred by the Township, shall be paid by the Association, and such amount shall constitute a lien on an equal pro-rata basis as to all of the residential Units on the Property. The Township may require the payment of such monies prior to the commencement of work. If such costs and expenses have not been paid within 30 days of a billing to the Association, all unpaid amounts may be placed on the delinquent tax roll of the Township, pro-rata, as to each Unit, and shall accrue interest and penalties, and shall be collected as, and shall be deemed delinquent real property taxes, according to the laws made and provided for the collection of

delinquent real property taxes. In the discretion of the Township, such costs and expenses may be collected by suit initiated against the Association, and, in such event the Association shall pay all court costs and reasonable attorney fees incurred by the Township in connection with such suit. This Section 3(b)(ii) shall not be amended without the prior approval of the Township of Oxford.

**Section 4. Utility Systems.** Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunications facilities, if any, described above may be owned by the local authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment, and any telecommunications facilities, shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatever with respect to the nature or extent of such interest, if any. The extent of the Developer's and Association's responsibility will be to see to it that telephone, electric, municipal water, sanitary sewer and natural gas mains (but not internet or cable television transmission lines) are installed within reasonable proximity to, but not within, the Units. Each Co-owner will be entirely responsible for arranging for and paying all costs in connection with extension of such utilities from the mains to any structures and fixtures located within the Units.

**Section 5. Use of Units and Common Elements.** No Co-owner shall use his Unit or the Common Elements appurtenant thereto in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements appurtenant thereto. Use is strictly limited to single family residential use.



ARTICLE V

UNIT DESCRIPTIONS AND PERCENTAGES OF VALUE

Section 1. **Description of Units.** Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Manitou Hills as prepared by Schalk Engineering, LLC, and attached hereto as Exhibit B. Each Unit shall consist of the space located within Unit boundaries as shown in Exhibit B hereto and delineated with heavy outlines.

Section 2. **Percentages of Value.** The percentage of value assigned to each Unit is equal. The percentages of value were computed on the basis of the comparative characteristics of the Units. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and expenses of administration and the value of such Co-owner's vote at meetings of the Association of Co-owners. The effect of the foregoing shall be:

<u>Unit Number</u>	<u>Percentage of Value</u>
#1	5.55%
#2	5.55%
#3	5.55%
#4	5.55%
#5	5.55%
#6	5.55%
#7	5.55%
#8	5.55%
#9	5.55%
#10	5.55%
#11	5.55%
#12	5.55%
#13	5.55%
#14	5.55%
#15	5.55%
#16	5.55%
#17	5.55%
#18	5.55%
<b>Total</b>	<b>100%</b>

ARTICLE VI

SUBDIVISION, CONSOLIDATION  
AND OTHER MODIFICATIONS OF UNITS

Notwithstanding any other provision of the Master Deed or the Bylaws, Units in the Condominium may be subdivided, consolidated, modified and the boundaries relocated, in accordance with Sections 48 and 49 of the Act and this Article; such changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

Section 1. **By Developer.** Developer reserves the sole right during the Development and Sales Period and without the consent of any other Co-owner or any mortgagee of any Unit to take the following action, subject to conforming with all local and state laws, ordinances and rules then in effect:



(a) **Subdivide Units.** Subdivide or resubdivide any Units which it owns and in connection therewith to construct and install utility conduits and connections and any other improvements reasonable necessary to effect the subdivision, any or all of which may be designated by the Developer as General or Limited Common Elements. Such subdivision or resubdivision of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of Developer, its successors or assigns.

(b) **Consolidate Contiguous Units.** Consolidate under single ownership two or more Units which are contiguous. Such consolidation of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by Law, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns.

(c) **Relocate Boundaries.** Relocate any boundaries between adjoining Units. The relocation of such boundaries shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successor or assigns.

(d) **Amend to Effectuate Modifications.** In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from each subdivision, consolidation or relocation of boundaries shall be separately identified by number. The percentages of values shall be re-apportioned so that the percentages of value remain equal and the total remains 100% after any such subdivision, consolidation or relocation. Such amendment or amendments to the Master Deed shall contain such further definitions of General or Limited Common Elements as may be necessary to adequately describe the Units in the Condominium Project as so subdivided. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments of the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits hereto.

Section 2. **By Co-owners.** One or more Co-owners may, subject to the approval of Charter Township of Oxford, undertake:

**Consolidation of Units; Relocation of Boundaries.** Upon written request and approval by the Association, Co-owners of adjoining Units may consolidate Units or relocate boundaries between Units. Upon receipt of such request, the President of the Association shall present the matter to the Board of Directors for review, and if approved by the Board, cause to be prepared an amendment to the Master Deed duly relocating the boundaries or consolidating the Units, identifying the Units involved, and providing for conveyancing between or among the Co-owners involved in relocation of boundaries or consolidation of Units. The Co-owners requesting relocation of boundaries or consolidation of Units shall bear all costs of such amendment. Such relocation or elimination of boundaries shall not become effective, however, until the amendment to the Master Deed has been recorded in the office of the Oakland County Register of Deeds. Such consolidation of Units or relocation of boundaries between Units must also comply with applicable zoning regulations.

Section 3. **Limited Common Elements.** Limited Common Elements shall be subject to assignment and reassignment in accordance with Section 39 of the Act and in furtherance of the rights to subdivide, consolidate or relocate boundaries described in this Article.

Section 4. **Township Approval.** To the extent the site plan and Condominium Subdivision Plan as approved by the Charter Township of Oxford is modified by the change or changes proposed pursuant to this Article VI, prior approval for such modification by the Charter Township

of Oxford is required.

## ARTICLE VII

### CONTRACTION OF CONDOMINIUM

Section 1. **Right to Contract.** As of the date this Master Deed is recorded, the Developer intends to establish a Condominium Project consisting of 18 Units on the land described in Article II and Article VI hereof all as shown on the Condominium Subdivision Plan. Developer reserves the right, however, to establish a Condominium Project consisting of fewer Units than described above and to withdraw from the project all or some portion of the land in the Condominium. Therefore, any other provisions of this Master Deed to the contrary notwithstanding, the number of Units in this Condominium Project may, at the option of the Developer, from time to time, within a period ending no later than six (6) years from the date of recording this Master Deed, be contracted to any number determined by the Developer in its sole judgment.

Section 2. **Withdrawal of Land.** In connection with such contraction, the Developer unconditionally reserves the right to withdraw from the Condominium Project such portion or portions of the land described in Articles II and VI as is not reasonably necessary to provide access to or otherwise serve the Units included in the Condominium Project as so contracted. Developer reserves the right to use the portion of the land so withdrawn to establish, in its sole discretion, a rental development, a separate condominium project (or projects) or any other form of development, if approved by the Township. Developer further reserves the right, subsequent to such withdrawal but prior to six (6) years from the date of recording this Master Deed, to expand the Project as so reduced to include all or any portion of the land so withdrawn.

Section 3. **Amendment of Master Deed and Modification of Percentages of Value.** Such contraction of Common Elements in this Condominium Project shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion, cost and expense of the Developer and shall provide that the percentages of value, to the extent appropriate, set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of 100% for the entire Project resulting from such amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of the Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project.

Section 4. **Redefinition of Common Elements.** Such amendments to the Master Deed shall also contain such further definitions and redefinitions of General Common Elements as may be necessary to adequately describe, serve and provide access to the parcel or parcels withdrawn from the Condominium by such amendments. In connection with any such amendments, the Developer shall have the right (if approved by the Township) to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of driveways, roadways, utilities, drainage systems and sidewalks in the Project to any driveways, roadways, utilities, drainage systems and sidewalks that may be located on, or planned for the land described in this Article VII and to provide access to any Unit that is located on, or planned for the land described in this Article VII from the driveways, roadways, utilities, drainage systems and sidewalks located in the Project.

Section 5. **Consent of Interested Persons.** All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be proposed by the Developer to effectuate the purposes of this Article VII and to any proportionate reallocation of percentages of value of existing Units, to the extent appropriate, which the Developer may determine necessary in conjunction with such amendments. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording the entire Master Deed or

the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

## ARTICLE VIII

### OPERATIVE PROVISIONS

Any, modification or contraction in the Project pursuant to Articles VI or VII above shall be governed by the provisions as set forth below, subject to conformity with state and local laws, ordinances and rules then in effect, and except as provided herein the approval of the Charter Township of Oxford shall be required for any modification, contraction or conversion in the Project.

Section 1. **Amendment of Master Deed.** Any conversion of this Condominium Project shall be given effect by appropriate amendments to the Master Deed in the manner provided by law, however such amendment shall be subject to the approval of Developer, so long as the Developer owns at least one Unit in the Condominium.

Section 2. **Redefinition of Common Elements.** Any amendment to the Master Deed redefining Common Elements shall contain appropriate definitions/redefinitions of General or Limited Common Elements as may be necessary and shall be subject to approval of Developer, so long as the Developer owns at least one Unit in the Condominium.

## ARTICLE IX

### EASEMENTS

Section 1. **Easement for Utilities.** There shall be easements to, through and over those portions of the land (including all Units and the Limited Common Elements, if any), structures, buildings and improvements in the Condominium for the continuing maintenance, repair, replacement, enlargement of any utilities service for the Project. In the event of any encroachments due to shifting, settling or improper location of a building, or due to survey errors, reciprocal easements shall exist for the maintenance of such encroachment so long as the encroachments exists and maintenance after rebuilding in the event of destruction. Such easements are depicted on Exhibit B to the Master Deed and legally described as:

#### **LEGAL DESCRIPTION: 20' WIDE SANITARY EASEMENT**

PART OF THE SOUTHEAST¼ OF SECTION 34, TOWN 5 NORTH, RANGE 10 EAST, OXFORD TOWNSHIP, OAKLAND COUNTY, MICHIGAN. BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE EAST¼ CORNER OF SAID SECTION 34; THENCE N89°46'51"W 200.44 FEET AND S03°35'17"E 50.11 FEET AND N89°46'51"W 100.22 FEET AND N03°35'17"W 50.11 FEET AND N89°46'51"W 890.34 FEET AND S00°58'06"E 350.65 FEET TO THE POINT OF BEGINNING; THENCE S00°58'06"E 31.39 FEET; THENCE S40°33'09"E 10.33 FEET; THENCE N88°54'47"E 141.89 FEET; THENCE S75°37'49"E 481.64 FEET; THENCE S66°16'06"E 241.15 FEET; THENCE S51°40'09"E 136.07 FEET; THENCE N66°13'28"E 99.44 FEET; THENCE N23°46'32"W 20.00 FEET; THENCE S66°13'28"W 87.39 FEET; THENCE N51°40'09"W 126.59 FEET; THENCE N66°16'06"W 245.35 FEET; THENCE N75°37'49"W 485.99 FEET; THENCE S88°54'47"W 135.16 FEET; THENCE N40°33'09"W 25.08 FEET TO THE POINT OF BEGINNING.

#### **LEGAL DESCRIPTION: 20' WIDE WATER MAIN EASEMENT**

PART OF THE SOUTHEAST¼ OF SECTION 34, TOWN 5 NORTH, RANGE 10 EAST, OXFORD TOWNSHIP, OAKLAND COUNTY, MICHIGAN. BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE EAST¼ CORNER OF SAID SECTION 34; THENCE N89°46'51"W 200.44 FEET AND S03°35'17"E 50.11 FEET AND N89°46'51"W 100.22 FEET AND N03°35'17"W 50.11 FEET AND N89°46'51"W 709.82 FEET TO THE POINT OF BEGINNING; THENCE N89°46'51"W 69.95 FEET; THENCE S01°05'13"E 303.68 FEET; THENCE S89°38'50"W 111.18 FEET; THENCE S00°58'06"E 19.99 FEET; THENCE

N89°38'50"E 145.32 FEET; THENCE S75°38'29"E 506.85 FEET; THENCE S66°16'06"E 273.93 FEET; THENCE S88°46'06"E 32.74 FEET; THENCE N68°43'54"E 26.48 FEET; THENCE N79°58'54"E 10.96 FEET; THENCE S77°31'06"E 21.17 FEET; THENCE S55°01'06"E 21.61 FEET; THENCE S26°29'22"E 25.45 FEET; THENCE S03°59'22"E 19.88 FEET; THENCE S18°30'38"W 11.07 FEET; THENCE S41°00'38"W 22.15 FEET; THENCE S63°30'38"W 16.45 FEET; THENCE S74°45'38"W 26.40 FEET; THENCE S15°14'22"E 20.00 FEET; THENCE N74°45'38"E 28.37 FEET; THENCE N63°30'38"E 22.40 FEET; THENCE N41°00'38"E 30.11 FEET; THENCE N18°30'38"E 19.02 FEET; THENCE N03°59'22"W 27.84 FEET; THENCE N26°29'22"W 7.43 FEET; THENCE N63°30'38"E 33.20 FEET; THENCE N05°00'01"W 21.05 FEET; THENCE S86°00'38"W 1.07 FEET; THENCE S63°30'38"W 39.92 FEET; THENCE N26°29'22"W 7.09 FEET; THENCE N55°01'06"W 30.67 FEET; THENCE N77°31'06"W 29.13 FEET; THENCE S79°58'54"W 16.91 FEET; THENCE S68°43'54"W 24.47 FEET; THENCE N88°46'06"W 26.00 FEET; THENCE N66°16'06"W 271.47 FEET; THENCE N75°38'29"W 511.07 FEET; THENCE S89°38'50"W 15.83 FEET; THENCE N01°05'13"W 287.47 FEET; THENCE S89°46'51"E 50.11 FEET; THENCE N01°40'59"W 16.01 FEET TO THE POINT OF BEGINNING.

Utility Easement description does not include description for electric, gas.

**Sanitary Sewer Easement** - Subject to a perpetual and permanent easement(s) in favor of the Charter Township of Oxford (referred to as "grantee"), and grantee's agents, successors, assigns and transferees, in, over, under and through the property described as the easements shown on the Exhibit B drawings for Manitou Hills Condominium, as described on Sheet 1 of Exhibit B, which easement(s) may not be amended or revoked except with the written approval of grantee, and which contains the following terms and conditions and grants the following rights:

1. The easement(s) shall be for the purposes of developing, establishing, constructing, repairing, maintaining, sanitary sewer system, or related appurtenances, in any size, form, shape or capacity;
2. The grantee shall have the right to sell, assign, transfer or convey this easement(s) to any other governmental unit;
3. No owner in the condominium complex shall build or convey to others any permission to build any permanent structures on the said easement(s).
4. No owner in the condominium complex shall build or place on the area covered by the easement(s) any other type of structure, fixture or object, or engage in any activity or take any action, or convey any property interest or right, that would in any way either actually or threaten to impair, obstruct, or adversely affect the rights of grantee under said easement(s);
5. The grantee and its agents, contractors and designated representatives shall have right-of-entry on, and to gain access to, the easement(s) property.
6. All owners in the condominium complex release grantee and its agents, successors, assigns or transferees from any and all claims to damages in any way arising from or incident to the construction and maintenance of a sanitary sewer system or otherwise arising from or incident to the exercise by grantee of its rights under the said easement(s), and all owners covenant not to sue grantee for any such damages.

The rights granted to the Charter Township of Oxford and their agents, successors and assigns, under Article IX of this Master Deed may not, however, be amended without the express written consent of the grantee hereunder. Any purported amendment or modification of the rights granted thereunder shall be void and without legal effect unless agreed to in writing by the grantee, its successors or assigns.

**Water Easement** - Subject to a perpetual and permanent easement(s) in favor of the Charter Township of Oxford (referred to as "grantee"), and grantee's agents, successors, assigns and transferees, in, over, under and through the property described as the easements shown on the Exhibit B drawings for Manitou Hills Condominium, as described on Sheet 1 of Exhibit B, which easement(s) may not be amended or revoked except with the written approval of grantee, and which contains the following terms and conditions and grants the following rights:

1. The easement(s) shall be for the purposes of developing, establishing, constructing, repairing, maintaining, water supply system, or related appurtenances, in any size, form, shape or

capacity;

2. The grantee shall have the right to sell, assign, transfer or convey this easement(s) to any other governmental unit;

3. No owner in the condominium complex shall build or convey to others any permission to build any permanent structures on the said easement(s).

4. No owner in the condominium complex shall build or place on the area covered by the easement(s) any other type of structure, fixture or object, or engage in any activity or take any action, or convey any property interest or right, that would in any way either actually or threaten to impair, obstruct, or adversely affect the rights of grantee under said easement(s)s;

5. The grantee and its agents, contractors and designated representatives shall have right-of-entry on, and to gain access to, the easement(s) property.

All owners in the condominium complex release grantee and its agents, successors, assigns or transferees from any and all claims to damages in any way arising from or incident to the construction and maintenance of a water supply system or otherwise arising from or incident to the exercise by grantee of its rights under the said easement(s), and all owners covenant not to sue grantee for any such damages.

The rights granted to the Charter Township of Oxford and their agents, successors and assigns, under Article IX of this Master Deed may not, however, be amended without the express written consent of the grantee hereunder. Any purported amendment or modification of the rights granted thereunder shall be void and without legal effect unless agreed to in writing by the grantee, its successors or assigns.

**Section 2. Easement for Entry Sign, Landscaping.** If an entry sign and/or landscaping is ever installed within the boundaries of a Unit, there shall be an easement created for access to the entry sign and/or landscaping, allowing the Homeowner's Association to maintain, repair and replace such sign.

**Section 3. Private Road and Maintenance Easement.** There shall be an easement for the benefit of all Co-owners and their invitees as well as the Homeowner's Association and the Township over all roadways depicted in Exhibit B for ingress and egress to Units and any Common Elements in the Condominium. Such easement shall permit the Township access to all Common Elements for the purposes of constructing, operating, inspecting, maintaining, repairing, altering, replacing and/or removing pipelines, mains, conduits and other installations of a similar character for the purpose of providing public utilities, including conveyance of sewage, water and storm water runoff across, through and under the Property located within the Condominium, and excavating and refilling ditches and trenches necessary for the location of said structures. Further, the Township's easements over the private roads within the Condominium shall entitle the Township to require that future abutting private roads or public roads shall be connected to the private roads within the Condominium. No Co-owner of any Unit shall restrict or interfere with the normal ingress and egress of other property owners, their families, guests, invitees, trades-people or representatives of the Township or their contractors and any other persons traveling to or leaving any of the Units served by the private roads located within the Condominium. The Association shall be responsible to maintain any surface grading and resurfacing of private roads within the Condominium at regular intervals and shall be responsible for snow and ice removal, repair of potholes, maintenance of road drainage and storm water management systems, maintenance of unobstructed vision at any intersection with another public or private road, annual dust control and regular cutting of weeds and grass within the Common Elements adjacent to the private road within the Condominium. The Township Board may authorize the repair and/or maintenance of any private road which is not being maintained adequately to permit safe access by users and emergency vehicles, and to assess the cost of such repair and/or maintenance, including the costs of engineering and administration, to the Association and Co-owners on an equitable basis. The decision to authorize repair and/or maintenance shall be at the Township Board's sole discretion. The Township shall have no obligation to perform regular inspections of the private roads or to provide necessary repairs or maintenance. The maintenance obligations herein shall run with the land served by the private road, and shall be binding on all Co-owners and their successors in title in the event the Master Deed is terminated, the Association ceases to exist, or the facilities identified herein are not adequately maintained. Such easements are depicted on Exhibit B to the Master Deed and legally described as:

**LEGAL DESCRIPTION: 60' WIDE PRIVATE ROAD EASEMENT**

PART OF THE SOUTHEAST¼ OF SECTION 34, TOWN 5 NORTH, RANGE 10 EAST, OXFORD TOWNSHIP, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE EAST¼ CORNER OF SAID SECTION 34; THENCE N89°46'51"W 200.44 FEET AND S03°35'17"E 50.11 FEET AND N89°46'51"W 100.22 FEET AND N03°35'17"W 50.11 FEET AND N89°46'51"W 890.34 FEET AND S00°58'06"E 310.00 FEET TO THE POINT OF BEGINNING; THENCE S00°58'06"E 60.00 FEET; THENCE N88°54'47"E 121.31 FEET; THENCE 59.31 FEET ALONG A CURVE TO THE RIGHT (RADIUS OF 220.00, CENTRAL ANGLE OF 15°26'44", LONG CHORD BEARS S83°21'51"E 59.13 FEET); THENCE S75°38'29"E 437.55 FEET; THENCE 35.99 FEET ALONG A CURVE TO THE RIGHT (RADIUS OF 220.00, CENTRAL ANGLE OF 9°22'23", LONG CHORD BEARS S70°57'18"E 35.95 FEET); THENCE S66°16'06"E 249.75 FEET; THENCE 36.00 FEET ALONG A CURVE TO THE RIGHT (RADIUS OF 42.00, CENTRAL ANGLE OF 49°06'53", LONG CHORD BEARS S41°42'40"E 34.91 FEET); THENCE 330.21 FEET ALONG A CURVE TO THE LEFT (RADIUS OF 68.00, CENTRAL ANGLE OF 278°13'47", LONG CHORD BEARS N23°43'54"E 89.02 FEET); THENCE 36.00 FEET ALONG A CURVE TO THE RIGHT (RADIUS OF 42.00, CENTRAL ANGLE OF 49°06'53", LONG CHORD BEARS N89°10'27"E 34.91 FEET); THENCE N66°16'06"W 249.75 FEET; THENCE 45.80 FEET ALONG A CURVE TO THE LEFT (RADIUS OF 280.00, CENTRAL ANGLE OF 9°22'23", LONG CHORD BEARS N70°57'18"W 45.75 FEET); THENCE N75°38'29"W 437.55 FEET; THENCE 75.48 FEET ALONG A CURVE TO THE LEFT (RADIUS OF 280.00, CENTRAL ANGLE OF 15°26'44", LONG CHORD BEARS N83°21'51"W 75.25 FEET); THENCE S88°54'47"W 121.18 FEET TO THE POINT OF BEGINNING.

**Section 4. Easements Retained by Developer.**

**(a) Utility Easements.**

(i) The Developer also hereby reserves for the benefit of itself, its successors and assigns, perpetual easements (excluding easements allowing access to the existing water main crossing certain property within the Condominium) to utilize, tap, tie into, extend and enlarge all utility mains located in the Condominium, including, but not limited to, electric, telephone, internet, cable television, water, gas, storm and sanitary sewer mains. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located in the Condominium, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement. The Co-owners of this Condominium shall be responsible from time to time for payment of a equal proportionate share of such expenses.

(ii) Developer further reserves the right at any time until after two (2) years from the expiration of the Development and Sales Period, and the Association shall have the right subsequent to the Development and Sales Period, to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of utilities to governmental agencies or to utility companies. Any such easement or transfer of title may be conveyed by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and Exhibit B hereto and shall be recorded in the Oakland County records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be required to effectuate the foregoing grant of easement or transfer of title.

(iii) Units #8, #9, and #10 include portions of an existing water main easement within the boundaries of the Units. Co-owners, including but not limited to those Co-owners of Units #8, #9, and #10, shall not install any improvements, including but not limited to patios, decks, house additions, pools, fences, walls, sheds, play structures, paved areas, landscaping elements such as shrubs, ponds or boulders, within the existing water main easement. Should any improvements be installed in the existing water main easement, the Association and/or the Township shall have the right to remove the improvement and assess the cost for doing so to Co-owner. Neither the Association nor the Township shall have any obligation to restore disturbed areas caused by removing improvements within the existing water main easement. Notwithstanding the foregoing, portions of a driveway installed for Unit #9 that are located over the area of the water main easement may be removed for the purpose of accessing the water main for maintenance, repair or replacement, and the cost to the Township for such partial driveway removal and replacement will be billed to and shall be paid in advance by the Association, except in the event of emergency water main repairs in which case billing to and payment by the Association to the Township may occur after the partial driveway removal has taken place. Such easement is depicted on Exhibit B to the Master Deed and legally described as:



A 20 ft. wide permanent easement, the centerline of which is described as: Beginning at a point located distant N. 89°46'51"W., 18.78 ft. from the northeast corner of the above-described parcel; thence S. 04°50'32"E., 34.34 ft.; thence S. 41°11'11"W., 203.15 ft.; thence S. 03°59'21"E., 581.34 ft.; thence S. 29°02'53"E., 273.50 ft.; thence S. 09°24'26"E., 172.85 ft.; thence S. 01°54'34"E., 17.42 ft. to a Point "A"; thence from said Point "A", S. 01°54'34"E., 19.89 ft. to the Point of Ending. Also, a 20 ft. wide permanent easement, the centerline of which is described as beginning at the said Point "A"; thence N. 85°31'14"E., 22.39 ft. to the Point of Ending.

Section 5. **Grant of Easements by Association.** The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium subject, however, to the approval of the Developer so long as the Development and Sales Period has not expired. No easements created under the Condominium Documents may be modified, nor may any of the obligations with respect thereto be varied, without the consent of each person burdened or benefited thereby.

Section 6. **Storm Water Surface and Subsurface Drainage and Retention Easement.** The Developer hereby reserves on behalf of itself, its successors and assigns, the Association, the Owners of Units in the Project, and grants for the benefit of the public agencies, and the Township, a perpetual easement to use the areas depicted on the Condominium Subdivision Plan as "Easement for Storm Drainage" for the purposes of storm water surface and subsurface water drainage and retention which shall include easements over portions of certain units as well as over portions of the General Common Elements as depicted on Exhibit B attached hereto. The Association shall be obligated to maintain, repair and replace the storm water surface and subsurface drainage system, retention area and improvements servicing the same located within such easements. The grade within any part of the Easement for Storm Drainage area may not be altered once approved by the Township. Units #5, #6 and #7 include portions of the Easement for Storm Drainage within the boundaries of the Units. Co-owners, including but not limited to those co-owners of Units #5, #6 and #7, shall not install any improvements within the Easement for Storm Drainage. Should any improvements be installed in the Easement for Storm Drainage, the Association and/or the Township shall have the right to remove the improvement and assess the cost for doing so to Co-owner. Neither the Association nor the Township shall have any obligation to restore disturbed areas caused by removing improvements within the Easement for Storm Drainage. Units #5, #6, and #7, shall not install any improvements, including but not limited to patios, decks, house additions, pools, fences, walls, sheds, play structures, paved areas, landscaping elements such as shrubs, ponds or boulders, within the existing Storm Water Surface and Subsurface Drainage and Retention Easement area. The Township's easement rights over the storm water surface and subsurface drainage and retention easement shall permit the Township access for the purposes of constructing, operating, inspecting, maintaining, repairing, altering, replacing and/or removing pipelines, mains, conduits and other installations of a similar character for the purpose of providing public utilities, including conveyance of sewage, water and storm water runoff across, through and under the Property located within the Condominium, and excavating and refilling ditches and trenches necessary for the location of said structures. The Association shall be responsible to maintain all components and features necessary for proper storm water surface and subsurface drainage. The Township shall have no obligation to perform regular inspections of the Storm Water Surface and Subsurface Drainage and Retention system or to provide necessary repairs or maintenance. Such easements are depicted on Exhibit B to the Master Deed and legally described as:

**LEGAL DESCRIPTION: 12' WIDE STORM SEWER EASEMENT**

PART OF THE SOUTHEAST¼ OF SECTION 34, TOWN 5 NORTH, RANGE 10 EAST, OXFORD TOWNSHIP, OAKLAND COUNTY, MICHIGAN. BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE EAST¼ CORNER OF SAID SECTION 34; THENCE N89°46'51"W 200.44 FEET AND S03°35'17"E 50.11 FEET AND N89°46'51"W 100.22 FEET



AND N03°35'17"W 50.11 FEET AND N89°46'51"W 890.34 FEET AND S00°58'06"E 370.00 FEET AND N88°54'47"E 15.26 FEET TO THE POINT OF BEGINNING "A"; THENCE N88°54'47"E 12.00 FEET; THENCE S01°05'55"E 229.29 FEET; THENCE S45°25'59"E 55.54 FEET; THENCE S44°34'01"W 12.00 FEET; THENCE N45°25'59"W 60.43 FEET; THENCE N01°05'55"W 234.18 FEET TO THE POINT OF BEGINNING.

AND

PART OF THE SOUTHEAST¼ OF SECTION 34, TOWN 5 NORTH, RANGE 10 EAST, OXFORD TOWNSHIP, OAKLAND COUNTY, MICHIGAN. BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE EAST¼ CORNER OF SAID SECTION 34; THENCE N89°46'51"W 200.44 FEET AND S03°35'17"E 50.11 FEET AND N89°46'51"W 100.22 FEET AND N03°35'17"W 50.11 FEET AND N89°46'51"W 890.34 FEET AND S00°58'06"E 310.00 FEET AND N88°54'47"E 121.18 FEET AND 75.48 ALONG A CURVE TO THE RIGHT (RADIUS 280.00, CENTRAL ANGLE 15°26'44", CHORD BEARING S83°21'51"E, CHORD DISTANCE 75.25 FEET) AND S75°38'29"E 437.29 TO THE POINT OF BEGINNING "B"; THENCE N30°53'26"E 7.56 FEET; THENCE N30°53'26"E 53.87 FEET; THENCE S59°06'34"E 12.00 FEET; THENCE S30°53'26"W 53.87 FEET; THENCE S30°53'26"W 4.28 FEET; THENCE N74°25'16"W 12.44 FEET TO THE POINT OF BEGINNING.

**LEGAL DESCRIPTION: VARIABLE WIDTH EASEMENT FOR RETENTION POND**

LEGAL DESCRIPTION: VARIABLE WIDTH EASEMENT FOR RETETION POND

PART OF THE SOUTHEAST¼ OF SECTION 34, TOWN 5 NORTH, RANGE 10 EAST, OXFORD TOWNSHIP, OAKLAND COUNTY, MICHIGAN. BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE EAST¼ CORNER OF SAID SECTION 34; THENCE N89°46'51"W 200.44 FEET AND S03°35'17"E 50.11 FEET AND N89°46'51"W 100.22 FEET AND N03°35'17"W 50.11 FEET AND N89°46'51"W 39.22 FEET AND S00°13'09"W 199.23 FEET TO THE POINT OF BEGINNING; THENCE S48°04'55"E 133.33 FEET; THENCE S23°25'27"E 58.14 FEET; THENCE S02°08'32"W 69.08 FEET; THENCE S20°54'30"W 9.94 FEET; THENCE S70°42'10"W 13.25 FEET; THENCE N83°40'21"W 52.97 FEET; THENCE N65°32'09"W 93.76 FEET; THENCE N87°51'15"W 33.26 FEET; THENCE S69°15'59"W 91.59 FEET; THENCE N66°16'06"W 94.90 FEET; THENCE N42°39'06"W 40.17 FEET; THENCE N01°07'49"W 49.51 FEET; THENCE N47°28'48"E 74.61 FEET; THENCE N78°20'58"E 217.76 FEET TO THE POINT OF BEGINNING

Section 7. **Emergency and Public Vehicle Access Easement.** An unrestricted easement is hereby granted for the benefit of the Charter Township of Oxford, its agents and any emergency service agency over the roadways located throughout the Condominium for use by the Township, its agents, and/or emergency vehicles and/or public vehicles used in performance of necessary public services. Such easement shall be for purposes of ingress and egress to provide, without limitation, for fire and police protection, ambulance and rescue services and other lawful governmental or private emergency services to the Condominium Project and Co-owners thereof. Additionally, a perpetual unrestricted easement is hereby granted to the Charter Township of Oxford over the roadways and any common elements of the Condominium for the purpose of rendering emergency maintenance to the storm water system serving the Condominium. In the event the Charter Township of Oxford performs emergency maintenance services on the storm water system of the Condominium, the Charter Township of Oxford shall be entitled to assess the costs incurred for such emergency maintenance services either to the homeowners association or to the owners of any Units within the Condominium in proportion to each Unit's percentage of value described in Article V Section 2 above. The legal description for the Emergency Vehicle Access Easement is found in Article IX Section 3 above.

Section 8. **Telecommunications Agreements.** The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Development and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements, and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, and in no event shall the Board of Directors enter into

any contract or agreement or grant any easement, license or right to entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

**Section 9. Association, Developer and Utilities' Easements for Maintenance, Repair and Replacement.** The Developer, the Association and all public or private utilities shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration, replacement or upkeep which they or any of them are required or permitted to perform under the Condominium Documents or by law or to respond to any emergency or common need of the Condominium. While it is intended that each Co-owner shall be solely responsible for the performance and costs of all maintenance, repair and replacement of and decoration of the residence and all other appurtenances and improvements constructed or otherwise located within his Unit and its appurtenant Limited Common Elements (if any), it is nevertheless a matter of concern that one or more Co-owner, may fail to properly maintain, the exterior of his Unit or any Limited Common Elements (if any) appurtenant thereto in a proper manner and in accordance with the standards set forth in Article VI of the Bylaws. Therefore, in the event a Co-owner fails, as required by this Master Deed or the Bylaws, to properly and adequately maintain, decorate, repair, replace or otherwise keep his Unit or any improvements or appurtenances located therein or any Limited Common Elements appurtenant thereto, if any, the Association (and/or the Developer during the Development and Sale Period) shall have the right, and all necessary easements in furtherance thereof, (but not the obligation) to take whatever action or actions it deems desirable to so maintain, decorate, repair or replace the Unit, its appurtenances or any of its Limited Common Elements, if any, all at the expense of the Co-owner of the Unit. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at a future time. All costs, including any court costs or attorney fees (if incurred by the Developer or Association) incurred by the Association or the Developer in performing any responsibilities which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his monthly assessment next falling due; further, the lien for non-payment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents, Bylaws or by statute for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

**Section 10. Nature of Easements.** The easements described in Article IX shall be easements appurtenant and not easements in gross and shall run with the land and be binding on the heirs, successors and assigns of all parties benefiting from or being burdened by such easements.

## **ARTICLE X**

### **AMENDMENT**

This Master Deed and the Condominium Subdivision Plan may be amended with the consent of 75% of the Co-owners, except as hereinafter set forth:

**Section 1. Modification of Units or Limited Common Elements.** No Unit dimension may be modified in any material way without the consent of the Co-owner and mortgagee of such Unit nor may the nature or extent of Limited Common Elements, if any, or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the Co-owner and mortgagee of any Unit to which the same are appurtenant, except as otherwise expressly provided above to the contrary.

**Section 2. Mortgagee Consent.** Whenever a proposed amendment would materially alter or change the rights of mortgagees generally, then such amendments shall require the approval of

66-2/3% of all first mortgagees of record allocating one vote for each mortgage held.

Section 3. **By Developer.** Pursuant to Section 90(l) of the Act, the Developer may, without the consent of any Co-owner or any other person, amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit B in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit A as do not materially affect any rights of any Co-owners or mortgagees in the Project.

Section 4. **Change in Percentage of Value.** The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent, except as provided in the Master Deed or Bylaws.

Section 5. **Termination, Vacation, Revocation or Abandonment.** The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of the Developer and 80% of non-Developer Co-owners.

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

Section 7. **Consent of Township Required.** Notwithstanding anything in the Master Deed or its Exhibits to the contrary, no amendments shall be made to the Master Deed or its Exhibits without the prior approval of the Charter Township of Oxford as required by Township Zoning Ordinance Section 13.8(A)(3) or to the site plan or Condominium Subdivision Plan as required by Township Zoning Ordinance Section 13.8(A)(3).

ARTICLE XI

ASSIGNMENT


Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents, Bylaws or by statute, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, mat be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the office of the Oakland County Register of Deeds.

WITNESSES:

CLEARVIEW HOMES, LLC



LISA SHACKLETON

By:   
Its: Managing Member

[illegible]

On this 5<sup>th</sup> day of May, 2022, the foregoing Master Deed was acknowledged before me by Eric Konieczny, Managing Member of Clearview Homes, LLC.

Amy Elizabeth Guderan  
\_\_\_\_\_, Notary Public  
Oakland County, Michigan  
My Comm. Expires: 10/24/2026

Master Deed drafted by:  
Lee D. Knauf, of  
Law Office Lee D. Knauf, P.C.  
95 South Washington St.  
P.O. Box 457  
Oxford, MI 48371

*Amy Elizabeth Gudenau*  
 Amy Elizabeth Gudenau  
 NOTARY PUBLIC - STATE OF MICHIGAN  
 County of Oakland  
 My Commission Expires 10/24/2026  
 Acting in the County of Oakland

When recorded, return to:

Eric Konieczny  
Clearview Homes, LLC  
445 S. Livernois, Suite 324  
Rochester Hills, MI 48307

**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 cementious 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 be 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**

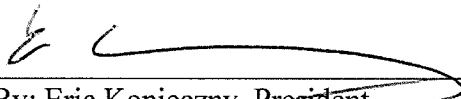
### **SEVERABILITY**

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: 5-5-2022

  
By: Eric Konieczny, President

OAKLAND COUNTY CONDOMINIUM  
SUBDIVISION PLAN NO. 2371  
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. LIVERNOS, 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
PROPOSED 03/22/2021	

SCHALK ENGINEERING  
Civil Engineers  
51194 Romeo Park Road, #358  
Livonia, MI 48150  
Phone: (586) 506-5046  
SchalkEngineering@gmail.com

DATE	REV. DATE	DESCRIPTION
03/22/2021	05/06/2021	PER ENG., PLANNING, & TRF. AGENCY
	06/02/2021	PER TOWNSHIP ATTORNEY
DRAWN BY	06/08/2021	PER ENG.
JLS	01/24/2022	PER TRF.
	01/15/2022	PER TRF.
CHECKED BY	04/01/2022	PER TRF.
JLS	04/01/2022	PER COUNTY

LEGAL DESCRIPTION

Part of the Southeast¼ of Section 34, Town 5 North, Range 10 East, Oxford Township, Oakland County, Michigan. Being more particularly described as beginning at the East¼ 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 plot recorded in Liber 268 of Plats on Pages 29 thru 33 of Oakland County Records also the East–West¼ 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–West¼ line of said Section 34 as platted to a point on the East line of "LAKES OF INDIANWOOD SUBDIVISION NO. 7", a plot 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 plot 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 Northernly 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 plot 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 Northernly 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 Northernly 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)



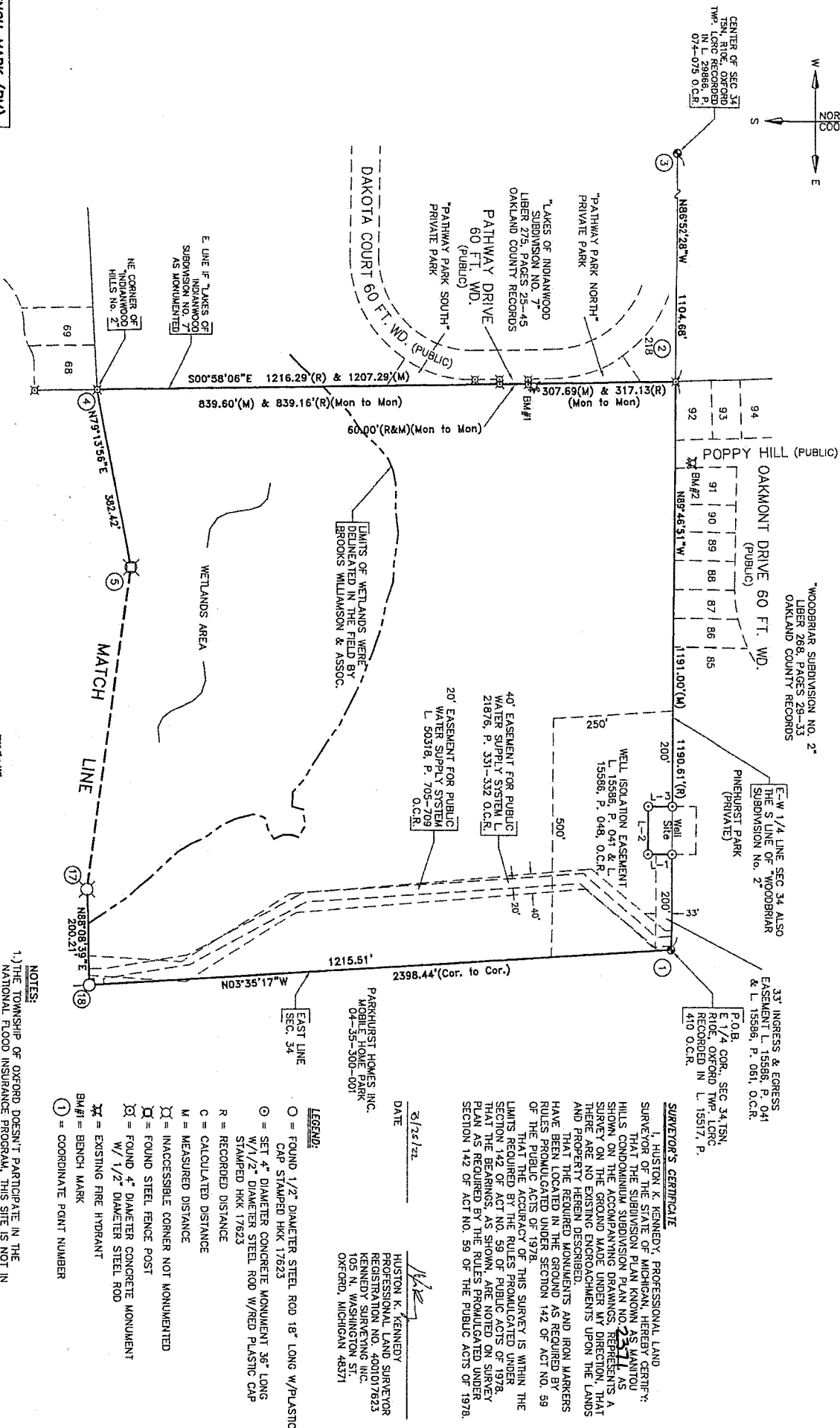
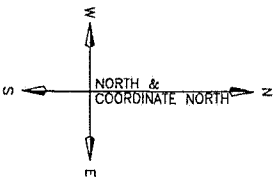
"MANITOU HILLS"  
PART OF THE SE. 1/4 OF SECTION 34,  
T. 5N, R. 10E., OXFORD TOWNSHIP, OAKLAND COUNTY, MICHIGAN.

COVER SHEET

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	7706.5621



**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. 2574, 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 THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE 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.

**DATE** 3/22/22

**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 4" DIAMETER CONCRETE MONUMENT W/1/2" DIAMETER STEEL ROD

⊞ = FOUND 4" DIAMETER CONCRETE MONUMENT W/1/2" DIAMETER STEEL ROD

⊞ = EXISTING FIRE HYDRANT

BM# = BENCH MARK

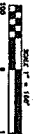
① = COORDINATE POINT NUMBER

**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 - 1007.23 NAVD83

BM #2 - 1007.23 NAVD83

BM #3 - 1007.23 NAVD83

**SCHALK ENGINEERING**  
Civil Engineers  
51194 Romeo Plank Road, #358  
Livonia, MI 48150  
Phone: (585) 506-8045  
SchalkEngineering@gmail.com

DATE	REV. DATE	DESCRIPTION
03/25/2022		
DRAWN BY		
SST		
CHECKED BY		
HKK		

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

**SURVEY PLAN**

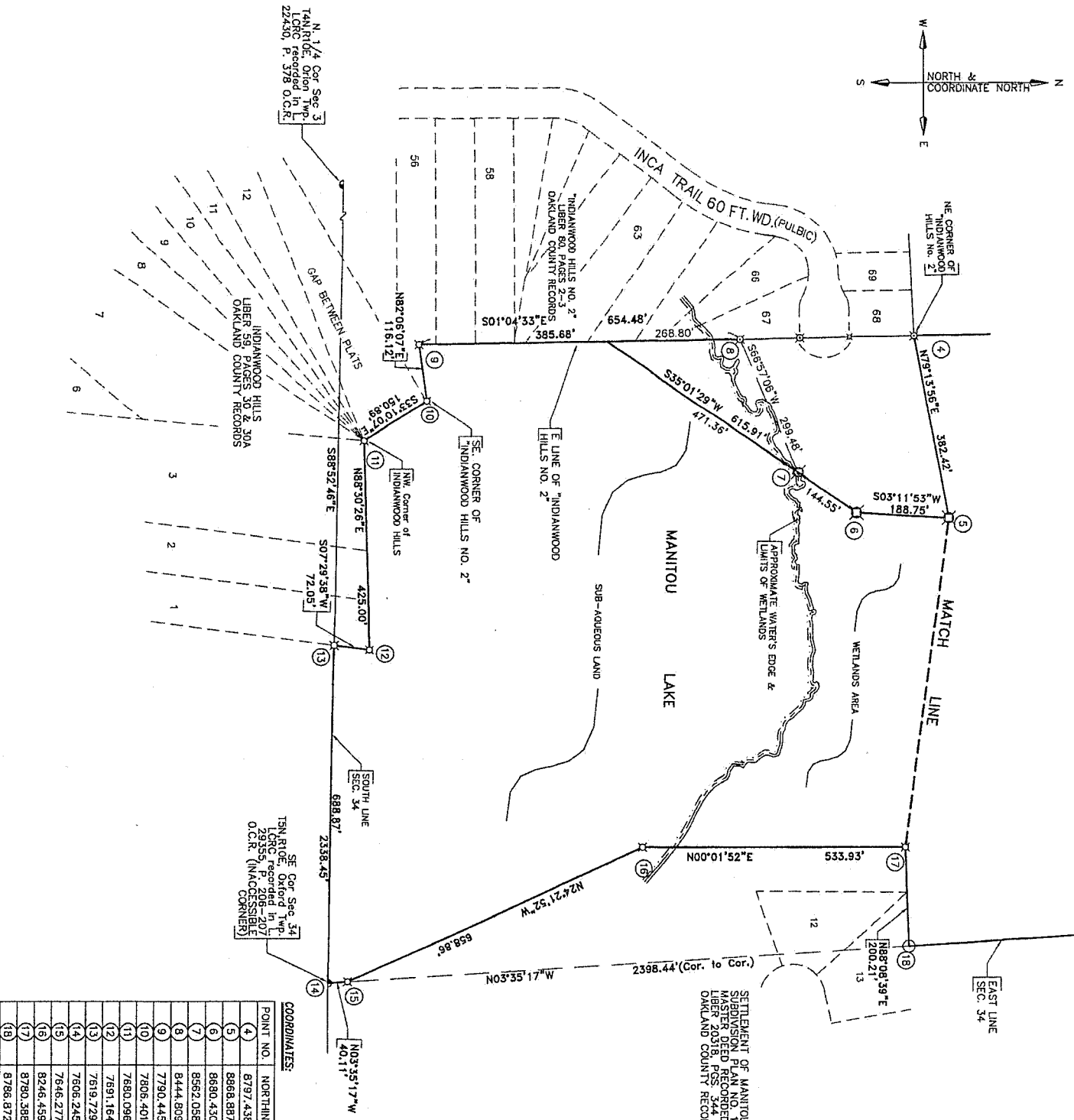


SCALE 1" = 100'

CITY 1

DRAWN 21-041

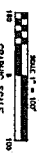
2 of 11



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	8848.3287
10	7806.4012	8963.3452
11	7680.0965	9045.8878
12	7691.1641	9470.7537
13	7619.7295	9461.3568
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

- LEGEND:**
- = SET 1/2" DIAMETER STEEL ROD 18" LONG W/PLASTIC CAP STAMPED HKK 17823
  - ⊙ = SET 4" DIAMETER CONCRETE MONUMENT 36" LONG W/1/2" DIAMETER STEEL ROD W/RED PLASTIC CAP STAMPED HKK 17823
  - R = RECORDED DISTANCE
  - C = CALCULATED DISTANCE
  - M = MEASURED DISTANCE
  - ⊗ = INACCESSIBLE CORNER NOT MONUMENTED
  - ⊠ = FOUND 4" DIAMETER CONCRETE MONUMENT W/1/2" DIAMETER STEEL ROD
  - ⊕ = EXISTING FIRE HYDRANT
  - BM/ = BENCHMARK
  - ① = COORDINATE POINT NUMBER

PROPOSED: MARCH 22, 2021



**"MANITOU HILLS"**

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

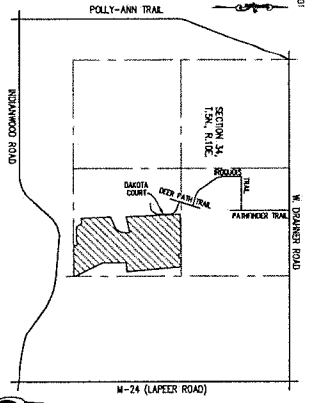
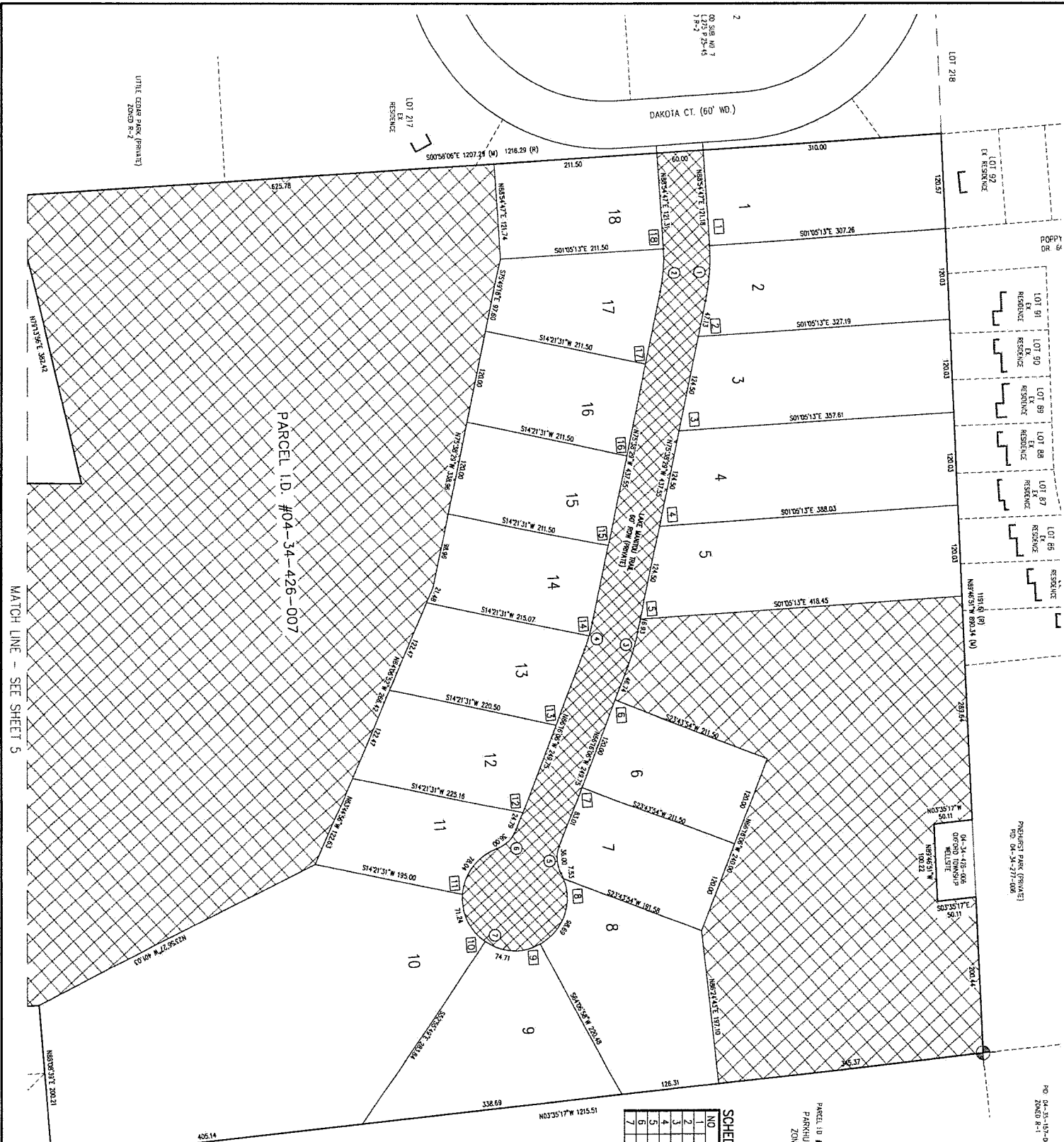
**SURVEY PLAN**

DATE	REV. DATE	DESCRIPTION
03/25/2022		
DRAWN BY		
SST		
CHECKED BY		
HKK		

**SCHALK ENGINEERING**

Civil Engineers

51194 Romeo Park Road, #208  
Macomb, MI 48042  
Phone: (586) 506-9049  
SchalkEngineering@gmail.com



SCHEDULE OF CURVE DATA

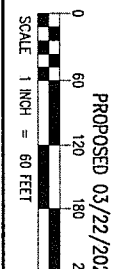
NO	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
1	75.48	280.00	15.26 44	N83°21'51" W	75.29
2	59.31	220.00	15.26 44	N83°21'51" W	59.13
3	43.80	280.00	9°22'23	N70°51'18" W	43.75
4	35.99	220.00	9°22'23	N70°51'18" W	35.95
5	36.00	42.00	49°06'53	N89°10'27" E	34.91
6	36.00	42.00	49°06'53	N41°42'40" W	34.91
7	330.21	68.00	278°13'47	N23°43'54" E	89.02

LEGEND

- [Hatched Box] = GENERAL COMMON ELEMENT
- [Circle with X] = UNIT CORNER
- [Circle with Number] = COORDINATE NUMBER
- [Circle with 5] = UNIT NUMBER
- [Circle with 1/2" Dia. Steel Bar] = INDICATES UNIT CORNER, SET IRON (1/2" DIA. STEEL BAR, 18" LONG)
- [Circle with 1/2" Dia. Steel Bar] = INDICATES UNIT BOUNDARY LINE
- [Circle with 0] = LIMITS OF BUILDABLE AREA
- [Circle with 1/2" Dia. Steel Bar] = INDICATES MONUMENT SET (1/2" DIAMETER STEEL BAR 36" LONG, ENCASED IN 4" DIA. CONCRETE)
- [Circle with 10] = INDICATES CURVE NUMBER

NOTES  
ALL UNITS MUST BE BUILT  
ALL CURVILINEAR DISTANCES ARE SHOWN ALONG THE ARC.

NO	NORTHING	EASTING	SQUARE FEET	UNIT AREA
1	30679.40	51854.01	37,407	
2	30674.93	51888.28	31,707	
3	30670.12	51880.77	41,098	
4	30675.24	51872.25	44,728	
5	30681.58	51850.14	48,589	
6	30677.13	51827.51	23,439	
7	30672.72	51827.51	41,158	
8	30650.08	51947.10	42,660	
9	30649.15	51948.28	144,119	
10	30649.80	51930.52	25,740	
11	30649.80	51930.52	25,740	
12	30649.80	51930.52	25,740	
13	30654.78	51988.90	26,175	
14	30654.78	51988.90	26,175	
15	30688.81	51958.69	23,380	
16	30688.81	51958.69	23,380	
17	30688.81	51958.69	23,380	
18	30679.54	51854.11	23,103	



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

SITE PLAN

DATE: 03/22/2021  
DRAWN BY: JLS  
CHECKED BY: JLS

REV. DATE: 03/06/2021, 03/17/2021, 04/08/2021, 01/24/2022, 01/17/2022, 01/10/2022, 01/17/2022

DESCRIPTION: PER. ENG., PLANNING & TWP. ATTORNEY, PER. TOWNSHIP ATTORNEY, PER. TWP., PER. CO. CLERK, PER. COUNTY

**SCHALK ENGINEERING**  
Civil Engineers  
51194 Romeo Plank Road, #358  
Macomb, MI 48042  
Phone: (586) 506-9945  
SchalkEngineering@prod.com



ZONED R-2

MATCH LINE - SEE SHEET 4

INDIAN HILLS NO. 2  
ZONED R-1

Pb. 04-M-426-004  
ZONED R-2

M 55.1153  
185.75

N 87°35' E 30.41'

S 89°42' W 61.61'

INDIAN HILLS NO. 2  
ZONED R-1

S 01°04'37" E 654.46'

N 82°07' E  
16.88'

S 89°42' W  
16.88'

N 85°30' E 423.50'

S 07°29'38" W  
72.05'

N 88°52'46" W

MANITOU LAKE

N 00°01'32" E 533.93'

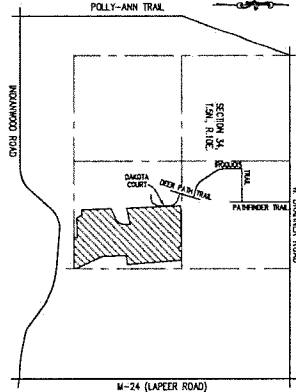
N 87°35' E 200.21'

12

SETTLEMENT OF MANITOU  
RECORDED IN L 20318 P.344-404  
ZONED R-2

11

13

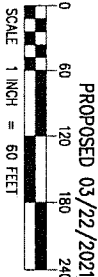


### LEGEND

- = GENERAL COMMON ELEMENT
- = UNIT CORNER COORDINATE NUMBER
- = UNIT NUMBER
- 

NOTES  
ALL UNITS MUST BE BUILT  
NOTES  
ALL CURVILINEAR DISTANCES ARE SHOWN ALONG THE ARC.

NO.	UNIT COORDINATES	UNIT AREA SQUARE FEET
1	30679.40 51854.01	37,302
2	30674.93 51855.26	37,001
3	30670.12 51857.22	41,058
4	30665.36 51859.24	48,380
5	30667.53 51855.42	25,580
6	30657.72 51826.53	25,148
7	30650.52 51838.74	41,158
8	30650.06 51847.70	42,660
9	30644.15 51863.28	144,739
10	30641.60 51860.02	25,003
11	30647.30 51830.52	20,740
12	30641.78 51831.52	20,175
13	30638.51 51855.69	25,380
14	30632.59 51853.11	25,580
15	30635.57 51820.53	20,693
16	30637.54 51856.11	25,703



PROPOSED 03/22/2021  
SCALE 1 INCH = 60 FEET



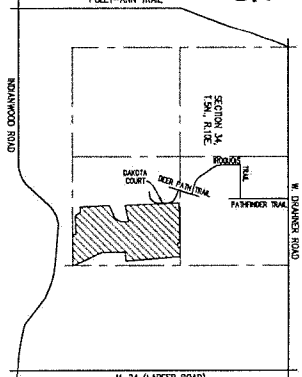
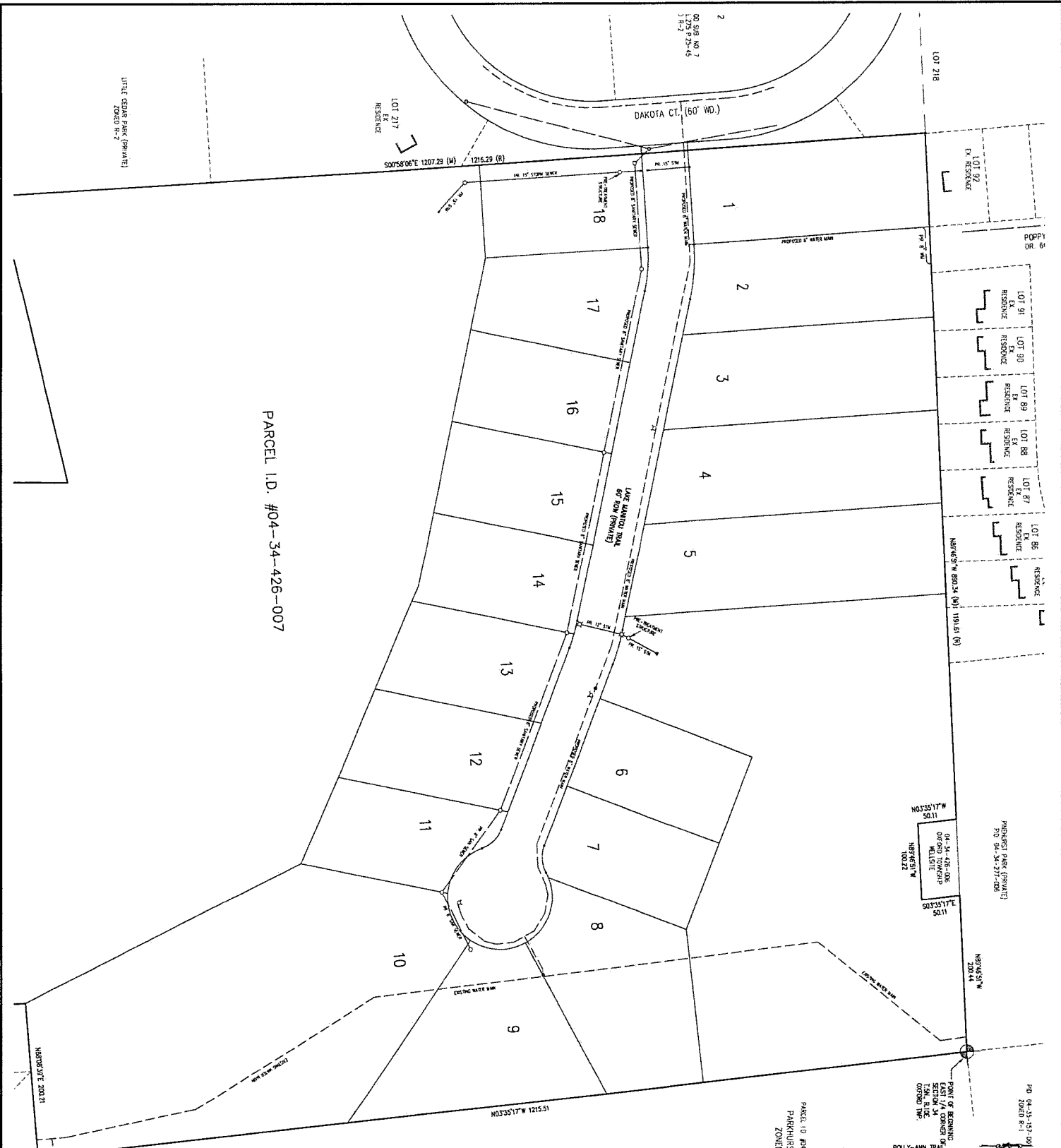
**"MANITOU HILLS"**  
PART OF THE SE. 1/4 OF SECTION 34,  
T. 5N, R. 10E., OXFORD TOWNSHIP, OAKLAND COUNTY, MICHIGAN.

SITE PLAN

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

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

**SCHALK ENGINEERING**  
Civil Engineers  
51134 Ramco Park Road, #358  
Macomb, MI 48042  
Phone: (586) 506-9046  
SchalkEngineering@gmail.com



**LEGEND**

- WM WATER MAIN
- GW GATE VALVE IN WELL
- FM FIRE HYDRANT
- SSM STORM SEWER
- SSM STORM SEWER MANHOLE
- PCB PAVEMENT CATCH BASIN
- RYCB REAR YARD CATCH BASIN
- SW SANITARY SEWER
- SM SANITARY MANHOLE
- IS (1/2" DIAMETER STEEL BAR 36" LONG, ENCASED IN 4" DIA. CONCRETE)

**PROPOSED 03/22/2021**

SCALE 1 INCH = 60 FEET

0 60 120 180 240

**NOTES**

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

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

UTILITIES, AS SHOWN, INDICATE APPROXIMATE LOCATIONS OF FACILITIES ONLY, AS DISCLOSED BY THE RECORDS 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.

**"MANITOU HILLS"**

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

**UTILITY PLAN**

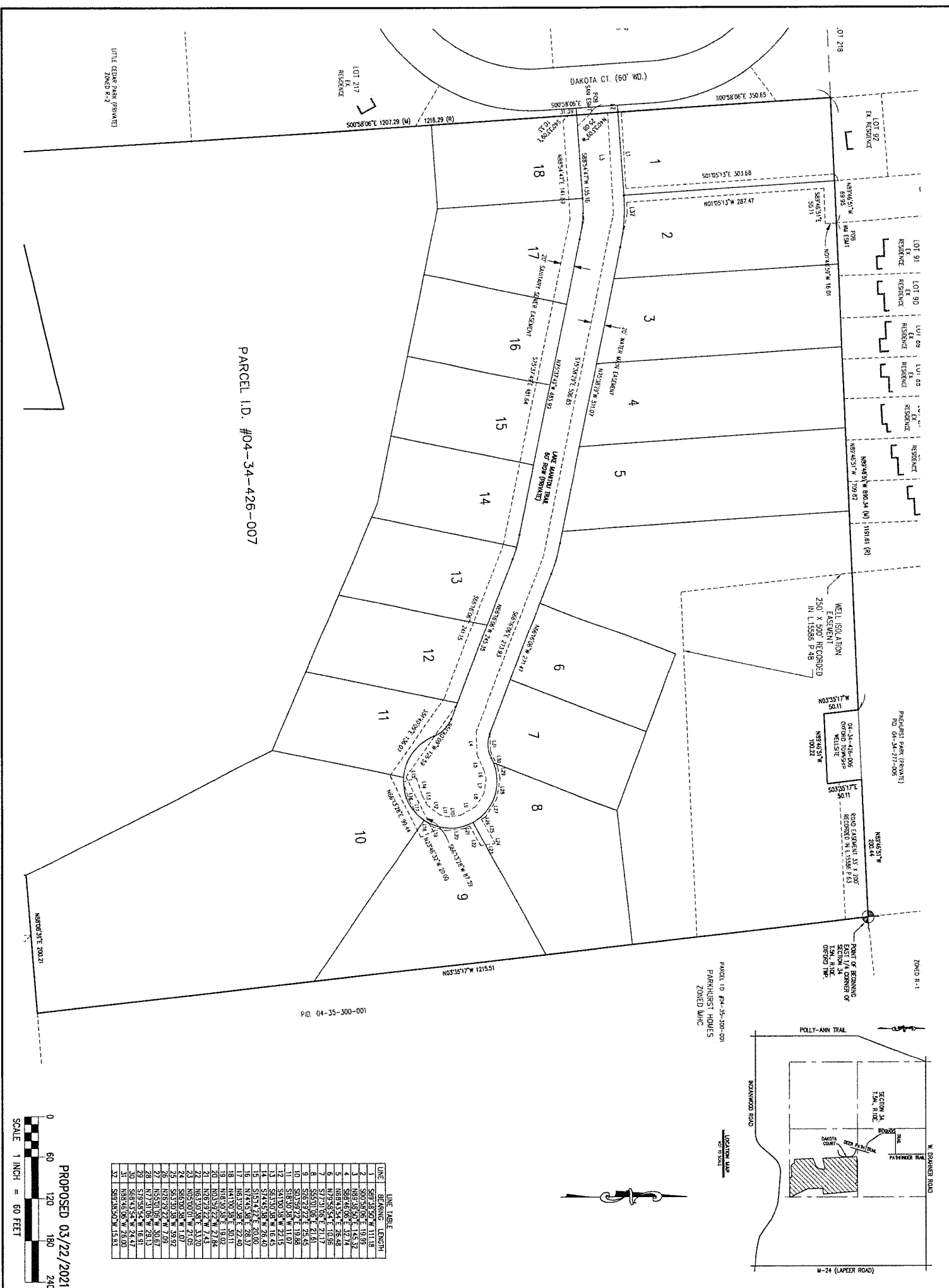
DATE	REV DATE	DESCRIPTION
03/22/2021	06/08/2021	PER ENG. PLANNING & TWP ATTORNEY
	06/08/2021	PER TOWNSHIP ATTORNEY
	01/24/2022	PER ENG.
	03/15/2022	PER TWP.
	04/01/2022	PER TWP.
	04/01/2022	PER COUNTY

**SCHALK ENGINEERING**

Civil Engineers

51194 Romeo Park Road, #350  
Macomb, MI 48042  
Phone: (586) 506-0046  
SchalkEngineering@gmail.com

6 of 11



LINE	BEARING	LENGTH
1	S 89.52° W	111.8
2	S 90.05° E	145.3
3	N 89.31° E	199.37
4	S 89.45° E	37.74
5	S 89.31° E	28.48
6	S 89.31° E	10.56
7	S 89.31° E	21.51
8	S 89.31° E	25.45
9	S 89.31° E	19.88
10	S 89.31° E	11.07
11	S 89.31° E	22.15
12	S 89.31° E	16.45
13	S 89.31° E	26.40
14	S 89.31° E	20.50
15	S 89.31° E	20.50
16	S 89.31° E	20.50
17	S 89.31° E	20.50
18	S 89.31° E	20.50
19	S 89.31° E	20.50
20	S 89.31° E	20.50
21	S 89.31° E	20.50
22	S 89.31° E	20.50
23	S 89.31° E	20.50
24	S 89.31° E	20.50
25	S 89.31° E	20.50
26	S 89.31° E	20.50
27	S 89.31° E	20.50
28	S 89.31° E	20.50
29	S 89.31° E	20.50
30	S 89.31° E	20.50
31	S 89.31° E	20.50
32	S 89.31° E	20.50
33	S 89.31° E	20.50
34	S 89.31° E	20.50
35	S 89.31° E	20.50
36	S 89.31° E	20.50
37	S 89.31° E	20.50
38	S 89.31° E	20.50
39	S 89.31° E	20.50
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43	S 89.31° E	20.50
44	S 89.31° E	20.50
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46	S 89.31° E	20.50
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50	S 89.31° E	20.50
51	S 89.31° E	20.50
52	S 89.31° E	20.50
53	S 89.31° E	20.50
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55	S 89.31° E	20.50
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59	S 89.31° E	20.50
60	S 89.31° E	20.50
61	S 89.31° E	20.50
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64	S 89.31° E	20.50
65	S 89.31° E	20.50
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69	S 89.31° E	20.50
70	S 89.31° E	20.50
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72	S 89.31° E	20.50
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81	S 89.31° E	20.50
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85	S 89.31° E	20.50
86	S 89.31° E	20.50
87	S 89.31° E	20.50
88	S 89.31° E	20.50
89	S 89.31° E	20.50
90	S 89.31° E	20.50
91	S 89.31° E	20.50
92	S 89.31° E	20.50
93	S 89.31° E	20.50
94	S 89.31° E	20.50
95	S 89.31° E	20.50
96	S 89.31° E	20.50
97	S 89.31° E	20.50
98	S 89.31° E	20.50
99	S 89.31° E	20.50
100	S 89.31° E	20.50

PROPOSED 03/22/2021

0 60 120 180 240

SCALE 1 INCH = 60 FEET

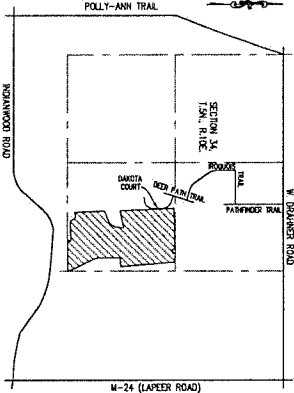
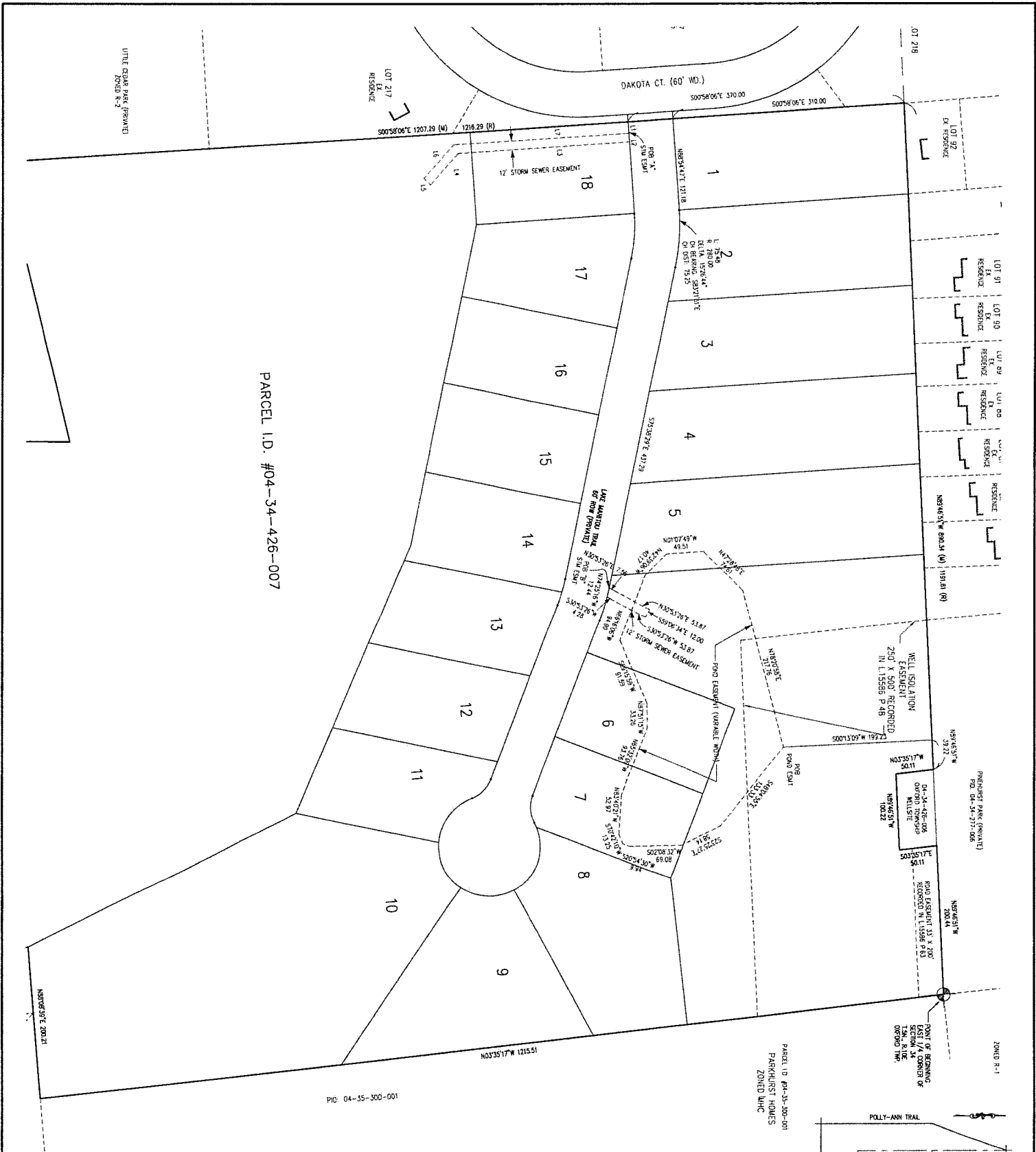
1 = 00	DAY 1	DRAWING	21-041	7 of 11
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**"MANITOU HILLS"**  
PART OF THE SE 1/4 OF SECTION 34,  
T. 5N, R. 10E, OXFORD TOWNSHIP, OAKLAND COUNTY, MICHIGAN.  
**SANITARY AND WATER MAIN EASEMENT**

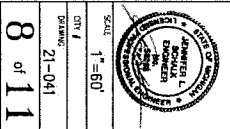
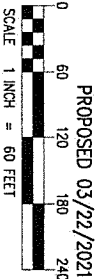
DATE	REV DATE	DESCRIPTION
03/22/2021	03/06/2021	PER ENG, PLANNING & TIME ATTORNEY
	06/02/2021	PER TOWNSHIP ATTORNEY
DRAWN BY	06/08/2021	PER ENG
	07/14/2022	PER TMR
JLS	02/15/2022	PER TMR
	04/07/2022	PER TMR
CHECKED BY	04/07/2022	PER COUNTY
JLS		

**SCHALK ENGINEERING**  
*Civil Engineers*  
51194 Romeo Plank Road, #358  
Macomb, MI 48042  
Phone: (586) 506-8046  
SchalkEngineering@gmail.com



LINE TABLE

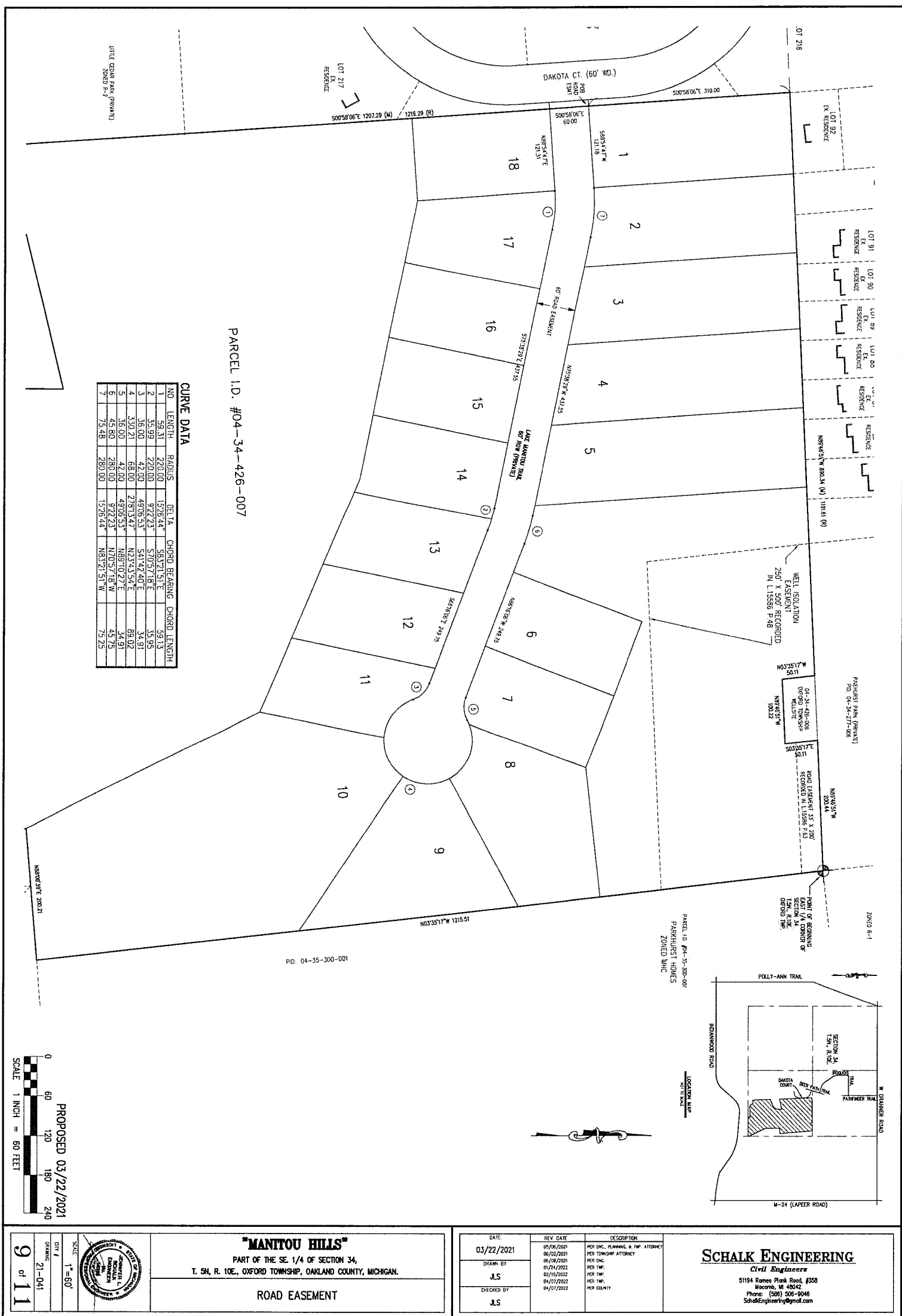
LINE	BEARING	LENGTH
1	N89°46'31"W	15.76
2	N89°44'47"E	12.00
3	S01°05'55"E	229.29
4	S44°01'01"W	55.54
5	S44°01'01"W	12.00
6	N45°25'59"W	60.43
7	N01°05'55"W	234.18



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

DATE	REV. DATE	DESCRIPTION
03/22/2021	05/06/2021	PER ENG. PLANNING & TRP. ATTORNEY
	06/02/2021	PER TOWNSHIP ATTORNEY
	01/24/2022	PER ENG.
	03/15/2022	PER TRP.
	04/01/2022	PER CMP
		PER COUNTY

**SCHALK ENGINEERING**  
*Civil Engineers*  
51194 Romeo Plank Road, #350  
Macomb, MI 48042  
Phone: (586) 506-4946  
SchalkEngineering@gmail.com



NO	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
1	59.31	220.00	153.64	570.518 E	59.13
2	55.99	220.00	97.23	583.571 E	55.95
3	56.00	42.00	4906.56	541.42.40 E	34.91
4	53.01	68.00	27813.47	N2.43.54 E	89.02
5	56.00	42.00	4906.53	N69.10.27 E	34.91
6	45.80	280.00	97.22	N107.51.18 W	45.75
7	75.48	280.00	1536.44	N83.27.15 W	75.25

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

### CURVE DATA

PROPOSED 03/22/2021

0 60 120 180 240

SCALE 1 INCH = 60 FEET

PROPOSED 03/22/2021



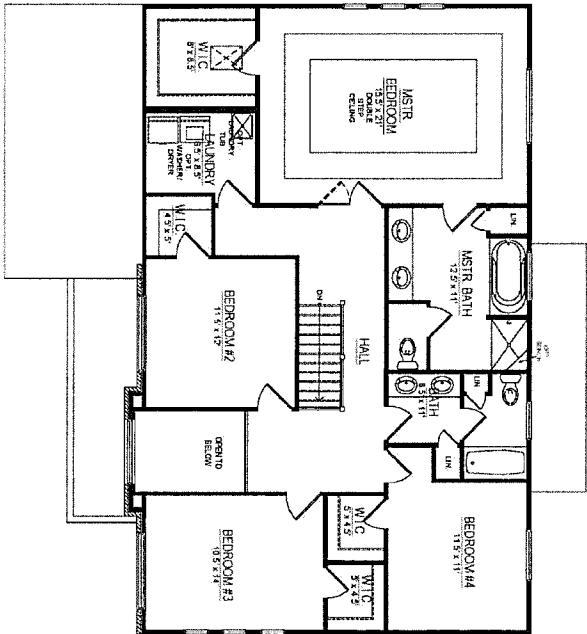
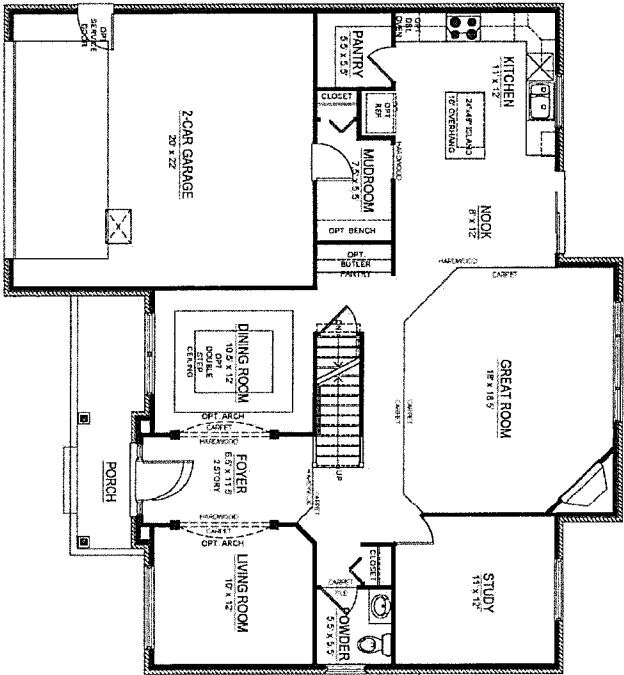
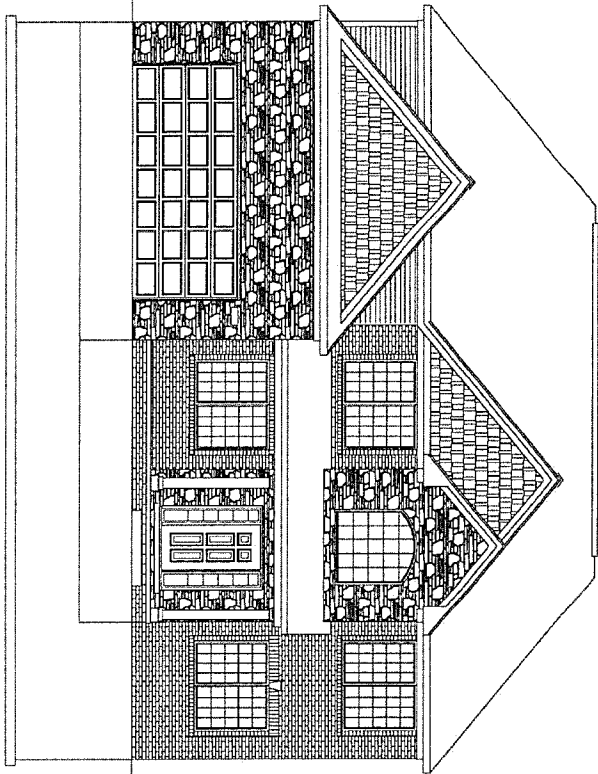
**"MANTTOU HILLS"**  
PART OF THE SE 1/4 OF SECTION 34,  
T. 5N, R. 10E., OXFORD TOWNSHIP, OAKLAND COUNTY, MICHIGAN.

## ROAD EASEMENT

DATE	REV. DATE	DESCRIPTION
03/22/2021	02/06/2021	PER EMC, PLANNING, & TWP. ATTORNEY
	06/02/2021	PER TOWNSHIP ATTORNEY
DRAWN BY	06/08/2021	PER EMC
JLS	01/24/2022	PER TWP.
	02/15/2022	PER TWP.
CHECKED BY	04/01/2022	PER TWP.
JLS	04/01/2022	PER COUNTY

**SCHALK ENGINEERING**  
*Civil Engineers*  
51194 Rameo Plank Road, #358  
Macomb, MI 48042  
Phone: (586) 506-9046  
SchalkEngineering@gmail.com





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.

**SCHALK ENGINEERING**  
*Civil Engineers*  
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Macomb, MI 48042  
Phone: (586) 535-9046  
SchalkEngineering@gmail.com

DATE	REV. DATE	DESCRIPTION
03/22/2021	05/26/2021	PER ENG. PLANNING & TWP. ATTORNEY
	06/02/2021	PER TOWNSHIP ATTORNEY
DRAWN BY	06/08/2021	PER ENG.
	07/04/2022	PER TWP.
CHECKED BY	07/15/2022	PER TWP.
	04/07/2022	PER COUNTY

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

FLOOR PLAN

PROPOSED 03/22/2021

SCALE	NO SCALE
CITY /	
DRAWING	21-041
	11 of 11