



## ARTICLE II

## LEGAL DESCRIPTION

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

Land situated in Independence Township, Michigan, being more particularly described as:

PART OF THE EAST 1/2 OF SECTION 36, TOWN 4 NORTH, RANGE 9 EAST, INDEPENDENCE TOWNSHIP, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE EAST 1/4 CORNER OF SECTION 25; THENCE S87°29'25"W 2675.13 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 25, TO THE CENTER POST OF SAID SECTION 25; THENCE S03°12'17"E 2664.41 FEET ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 25, TO THE SOUTH 1/4 CORNER OF SAID SECTION 25, SAID CORNER ALSO BEING THE NORTH 1/4 CORNER OF SECTION 36; T4N, R9E; THENCE S 02°36'30" E 2167.33 FEET ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 36; THENCE N 87°31'58" E 1264.26 ALONG THE SOUTH LINE OF "EAGLE RIDGE AT MORGAN LAKE" O.C.C.P. NO. 2169; THENCE N 02°27'38" W 88.24 FEET, TO THE POINT OF BEGINNING THENCE CONTINUING N 02°27'38" W 391.11 FEET; THENCE N 54°21'57" W 130.53 FEET; THENCE ALONG A CURVE TO THE LEFT 19.48 FEET, SAID CURVE HAVING A RADIUS OF 86.77 FEET, A DELTA OF 12°51'57" AND A LONG CHORD OF N 37°09'33" E 19.44 FEET; THENCE ALONG A CURVE TO THE RIGHT 23.30 FEET, SAID CURVE HAVING A RADIUS OF 98.22 FEET, A DELTA OF 13°35'39" AND A LONG CHORD OF N 37°31'40" E 23.25 FEET; THENCE ALONG A CURVE TO THE RIGHT 149.06 FEET, SAID CURVE HAVING A RADIUS OF 200.02 FEET, A DELTA OF 42°41'55" AND A LONG CHORD OF N 63°44'51" E 145.64 FEET; THENCE N 04°54'04" W 60.00 FEET; THENCE ALONG A CURVE TO THE LEFT 36.47 FEET, SAID CURVE HAVING A RADIUS OF 260.00 FEET, A DELTA OF 08°02'11" AND A LONG CHORD OF S 81°04'51" W 36.44 FEET; THENCE N 11°16'04" W 824.59 FEET; THENCE N 87°32'22" E 359.06 FEET; THENCE S 02°27'38" E 646.54 FEET (REC. AS 645.22 FEET); THENCE S 89°06'01" W 26.74 FEET; THENCE ALONG A CURVE TO THE LEFT 32.29 FEET, SAID CURVE HAVING A RADIUS OF 67.00 FEET, A DELTA OF 27°36'55" AND A LONG CHORD OF S 19°22'21" W 31.98 FEET; THENCE N 89°06'01" E 737.16 FEET; THENCE ALONG A CURVE TO LEFT 217.14 FEET, SAID CURVE HAVING A RADIUS OF 380.01 FEET, A DELTA OF 32°44'23" AND A LONG CHORD OF N 72°43'50" E 214.20 FEET; THENCE ALONG A CURVE TO THE RIGHT 74.29 FEET, SAID CURVE HAVING A RADIUS OF 131.66 FEET, A DELTA OF 32°19'41" AND A LONG CHORD OF N 72°31'28" E 73.31 FEET; THENCE N 88°41'21" E 147.17 FEET; THENCE S 02°38'14" E (REC. AS S 02°56'36" E) 32.13 FEET; THENCE S 87°41'02" W 52.59 FEET (REC. AS 60.00 FEET); THENCE N 47°18'58" W (REC. AS N 44°04'58" W) 14.14 FEET; THENCE S 87°41'02" W 28.99 FEET (REC. AS S 87°41'03" W 30.33 FEET); THENCE ALONG A CURVE TO THE LEFT 48.24 FEET, SAID CURVE HAVING A RADIUS OF 74.43 FEET, A DELTA OF 37°08'05" AND A LONG CHORD OF S 69°07'02" W 47.40 FEET; THENCE S 50°33'02" W 88.35 FEET (RECORDED AS S 50°31'21" W 88.30 FEET); THENCE S 03°39'47" E (RECORDED AS S 03°31'35" E) 76.46 FEET TO THE NORTHWEST CORNER OF "HARTRICK VILLAGE" A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 36, TOWN 4 NORTH, RANGE 9 EAST, INDEPENDENCE TOWNSHIP, OAKLAND COUNTY, MICHIGAN AS RECORDED IN LIBER 113 OF PLATS, PAGE 27, OAKLAND COUNTY RECORDS; THENCE S 03°40'35" E (RECORDED AS S 03°31'35" E) 100.03 FEET; THENCE S 02°19'35" E (RECORDED AS S 02°18'58" E) 866.83 FEET; THENCE S 81°43'31" W 30.35 FEET; THENCE N 48°59'41" W 193.75 FEET; THENCE N 44°59'45" W 318.00 FEET; THENCE S 89°57'22" W 177.94 FEET; THENCE ALONG A CURVE TO THE LEFT 250.17 FEET, SAID CURVE HAVING A RADIUS OF 750.00 FEET, A DELTA OF 19°06'43" AND A LONG

CHORD OF S 80°24'00" W 249.02 FEET; THENCE ALONG A CURVE TO THE RIGHT 116.56 FEET, SAID CURVE HAVING A RADIUS OF 400.00 FEET, A DELTA 16°41'43" AND A LONG CHORD OF S 79°11'30" W 116.14 FEET; THENCE S 87°32'22" W 244.34 FEET TO THE POINT OF BEGINNING. CONTAINING 26.27 ACRES. SUBJECT TO EASEMENT AND RESTRICTIONS OF RECORD.

PT of 08-30-201-011

### ARTICLE III

#### DEFINITIONS

Certain terms are utilized in this Master Deed and Exhibits A and B, and are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of the Eagle Ridge Estates Association, a Michigan nonprofit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Eagle Ridge Estates. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

**Section 3.1 "Act"** means the Michigan Condominium Act, Act 59 of the Public Acts of 1978, as amended.

**Section 3.2 "Area of Future Development"** means the land described in Article VI of this Master Deed, some or all of which may be added to the Condominium in one or more amendments of this Master Deed.

**Section 3.3 "Association"** means the Eagle Ridge Estates Condominium Association, which is the nonprofit corporation organized under Michigan law of which all Co-owners shall be members, and which shall administer, operate, manage and maintain the Condominium. Any action which the Association is required or entitled to take shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

**Section 3.4 "Bylaws"** means Exhibit A attached to this Master Deed, which sets forth the substantive rights and obligations of the Co-owners and which is 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 allowed under the Michigan Nonprofit Corporation Act, as amended.

**Section 3.5 "Common Elements"**, where used without modification, means both the General and Limited Common Elements described in Article IV below.

**Section 3.6 "Condominium Documents"** means this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation, as any or all of the foregoing may be amended from time to time.

**Section 3.7 "Condominium Premises"** means the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Eagle Ridge Estates.

**Section 3.8 "Condominium Project", "Condominium" or "Project"** are used synonymously to refer to Eagle Ridge Estates.

**Section 3.9 "Condominium Subdivision Plan"** means Exhibit B to this Master Deed.

**Section 3.10 "Consolidating Master Deed"** means the final amended Master Deed which shall describe Eagle Ridge Estates as a completed Condominium Project, and all Units and Common Elements therein. Such Consolidating Master Deed, if and when recorded in the office of the Oakland County Register of Deeds, shall supersede this recorded Master Deed for the Condominium and all amendments thereto. In the event the Units and Common Elements in the Condominium are constructed in substantial conformance with the proposed Condominium Subdivision Plan attached as Exhibit B to this Master Deed, Developer shall be able to satisfy any obligation to record a Consolidating Master Deed by filing a certificate in the office of the Oakland County Register of Deeds confirming that the Units and Common Elements "as built" are in substantial conformity with the proposed Condominium Subdivision Plan and that no Consolidating Master Deed need be recorded.

**Section 3.11 "Construction and Sales Period"** means the period commencing with the recordation of this Master Deed and continuing during the period that Developer owns (in fee simple, as a land contract purchaser or as an optionee) any Unit in the Project.

**Section 3.12 "Co-owner"** means an individual, firm, corporation, partnership, association, trust or other legal entity (or any combination thereof) who or which owns or is purchasing by land contract one or more Units in the Condominium Project. Unless the context indicates otherwise, the term "Owner", wherever used, shall be synonymous with the term "Co-owner."

**Section 3.13 "Declaration"** means the Declaration of Easements recorded in Liber 55718, Page 795 of the Oakland County Records.

**Section 3.14 "Developer"** means Clearview Homes, LLC, a Delaware limited liability company, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such terms are used in the Condominium Documents. However, the word "successor" as used in this Section 3.14 shall not be interpreted to mean a "Successor Developer" as defined in Section 135 of the Act.

**Section 3.15 "Entranceway Improvements"** shall mean the entranceway to the Project and all entranceway monuments, signs, landscaping, irrigation systems and related improvements located at or within such entranceway, if any.

**Section 3.16 "First Annual Meeting"** means the initial meeting at which non-Developer Co-owners are permitted to vote for the election of all Directors and upon all other matters which properly may be addressed at such meeting. Such meeting is to be held (a) in Developer's sole discretion after fifty (50%) percent of the Units which may be created are sold, or (b) mandatorily after the elapse of fifty-four (54) months from the date of the first Unit conveyance, or (c) mandatorily within one hundred twenty (120) days after seventy-five (75%) percent of all Units which may be created are sold, whichever first occurs.

**Section 3.17 "PRD Approvals"** Means the Amendment to Development Agreement for Phases II-V of the Morgan Lake Planned Residential Development dated January 7, 2014, and recorded in Liber 46722, Page 283, Oakland County Records and the Morgan Lake Planned Residential Development Amendments to Permit Conditions for Phases II-V, approved by the Township Board of Trustees on January 7, 2014.

**Section 3.18 "Storm Water Drainage Facilities"** means the surface water drainage system, storm drain lines and detention/sedimentation basin (the "Detention Basin") within the

Condominium Project or which are within an easement for the benefit of the Condominium Project

**Section 3.19 "Township"** means Independence Township, Michigan.

**Section 3.20 "Transitional Control Date"** means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with Developer exceed the votes which may be cast by Developer.

**Section 3.21 "Unit" or "Condominium Unit"** means a single unit in the Condominium Project, as such space may be described in Section 5.1 of this Master Deed and on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined under 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.

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

## ARTICLE IV

### COMMON ELEMENTS

The Common Elements of the Project described in Exhibit B to this Master Deed, and the respective responsibilities for their maintenance, repair and replacement, are as follows:

**Section 4.1 "General Common Elements**. The General Common Elements are as follows:

(a) **Land**. The land, if any, designated in Exhibit B as General Common Elements, including open space areas.

(b) **Electrical**. The electrical transmission mains and wiring throughout the Project up to the point of lateral connection for Unit service which is located at the boundary of the Unit, together with any common lighting for the Project.

(c) **Telephone**. The telephone system throughout the Project up to the point of lateral connection for Unit service, which is located at the boundary of the Unit.

(d) **Telecommunications**. The telecommunications system throughout the Project, if and when it may be installed, up to the point of lateral connection for Unit service, which is located at the boundary of the Unit.

(e) **Gas**. The gas distribution system throughout the Project up to the point of lateral connection for Unit service, which is located at the boundary of the Unit.

(f) **Water**. The water distribution system throughout the Project up to the point of lateral connection for Unit service, which is located at the boundary of the Unit, and all common sprinkling system fixtures and connections as well as all common sprinkling system controls, if any, for the Common Elements.

(g) **Sanitary Sewer.** The sanitary sewer system throughout the Project, including all lift stations, up to the point of lateral connection for Unit service, which is located at the boundary of the Unit.

(h) **Storm Water Drainage Facilities.** The surface water drainage system, storm drain lines and the Detention Basin within the Project or which service the Project and which are identified on Exhibit B to this Master Deed.

(i) **Landscaping.** All open space areas, landscaping, berms, trees, plantings, entranceway monuments, street signs, foot bridges, all benches, tables and other structures and improvements, if any, located on the land designated on Exhibit B as General Common Elements.

(j) **Perimeter Fencing.** Walls, fencing or similar structures, if any, constructed or installed within the General or Limited Common Elements for the purpose of screening the Project from adjacent properties.

(k) **Easements.** All easements, if any, that are appurtenant to and that benefit the Condominium Premises pursuant to recorded easement agreements, reciprocal or otherwise, including the easements identified in the Declaration.

(l) **Roads.** The roads and sidewalks within the Project, until such time, if any, as such road and sidewalks are dedicated to the public, and excluding drives and parking areas located within the boundaries of the Units.

(m) **Other.** Such other elements of the Project not designated in this Article IV as General or Limited Common Elements which are not within the boundaries of a Unit, and which are intended for common use or are necessary for the existence, upkeep and safety of the Project.

Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunications system described above may be owned by, or dedicated by Developer to, the local public authority or the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment, and the telecommunications system, if and when constructed, shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatsoever with respect to the nature or extent of such interest, if any. The roads, unless and until dedicated to the public, shall be private and maintained by the Association.

**Section 4.2 Limited Common Elements.** Limited Common Elements are those portions of the Common Elements that are reserved for the exclusive use and enjoyment of one or more but not all Co-owners. The Project as currently constituted does not contain any Limited Common Elements. However, Developer and/or the Association may amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit B to create Limited Common Elements within those portions of the Condominium Premises designated as General Common Elements in the Condominium Subdivision Plan.

**Section 4.3 Responsibilities.** The respective responsibilities for the maintenance, repair and replacement of the Common Elements are as follows:

(a) **Co-owner Responsibility for Units.** Developer anticipates that a separate residential dwelling (including attached garage, decks and porches) will be constructed within each of the Units depicted on Exhibit B, together with various improvements and

structures which are appurtenant to such dwelling. Except as otherwise expressly provided in this Master Deed or the Bylaws, the responsibility for and the cost of installing, maintaining, decorating, repairing and replacing any dwelling and other improvements, structures or landscaping located within a Unit shall be borne by the Co-owner of such Unit. All improvements constructed or installed within a Unit shall be subject to the Architectural Controls described in the Bylaws. In connection with any amendment made by Developer pursuant to Article VI, VII or VIII of this Master Deed, Developer may designate Limited Common Elements that are to be installed, maintained, decorated, repaired and replaced at Co-owner expense or, in proper cases, at Association expense.

(b) **Association Responsibility for Units.** Pursuant to Section 18.3 of the Bylaws, the Association, acting through its Board of Directors, may (but has no obligation to) undertake any maintenance, repair or replacement obligation of the Co-owner of a Unit under this Master Deed and Bylaws, to the extent that the Co-owner has not performed such obligation, and the cost thereof shall be assessed against such Co-owner. The Association shall not be responsible for any damage to a Unit or the dwelling or appurtenances contained therein that occurs as a result of the Association performing the unperformed obligations of the Co-owner of the Unit.

(c) **General Common Elements; Township Enforcement Rights.**

(i) Unless otherwise expressly provided in the Condominium Documents, the cost of maintaining, repairing and replacing all General Common Elements shall be borne by the Association.

(ii) In the event there is a failure to comply with or timely or properly perform any obligation or undertaking required under or in accordance with the PRD Approvals, the Township may serve written notice upon the owner of the portion of the Project with respect to which the obligation or undertaking is required (the "violating party") setting forth such deficiencies and a demand that the deficiencies be cured within a stated reasonable time period, and the date, time, and place for a hearing before the Township Board or such other board, body, or official delegated by the Township Board, for the purpose of allowing the violating party an opportunity to be heard as to why the Township should not proceed with the actions set forth in (A) through (C) below. At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a date certain. The foregoing notice and hearing requirements shall not be necessary in the event the Township determines in its discretion that an emergency situation exists requiring immediate action. If, following the hearing described above, the Township Board, or such other board, body, or official designated to conduct the hearing, shall determine in its discretion, that the obligation has not been fulfilled or failure corrected within the time specified in the notice, or if an emergency circumstance exists as determined by the Township in its discretion, the Township shall thereupon have the power and authority, but not the obligation, to take any or all of the following actions, in addition to any actions authorized under Township ordinances and/or State laws

(A) Enter upon the Project, or cause its agents or contractors to enter the Project, and perform such obligation or take such corrective measures as reasonably found by the Township to be appropriate. The cost and expense of making and financing such actions by the Township, including notices by the Township and legal fees incurred by the Township, plus an administrative fee in an amount equivalent to twenty-five percent (25%) of the total of all such costs and expenses incurred, shall be paid by the applicable party within thirty (30) days of a billing to such party. The payment obligation under this paragraph shall be secured

by a lien against any condominium units in the Project that are not, at the time, occupied under a valid certificate of occupancy issued by the Township, which lien shall be deemed effective as of the date of the initial written notice of deficiency provided in this Section, or in emergency circumstances the date at which the Township incurred its first cost or expense in taking corrective action. Such security shall be realized by placing a billing which has been unpaid for more than thirty (30) days on the delinquent tax rolls of the Township relative to any Units within the Project that are not, at the time, occupied under a valid certificate of occupancy issued by the Township, to accumulate interest and penalties, and to be deemed and collected, as and in the same manner as made and provided for collection of delinquent real property taxes. In the discretion of the Township, such costs and expenses may be collected by suit initiated against the applicable party, and, in such event, such party shall pay all court costs and attorney fees incurred by the Township in connection with such suit if the Township prevails in collecting funds thereby.

(B) Initiate legal action for the enforcement of any of the provisions, requirements, or obligations set forth in the PRD Approvals. Except in emergency circumstances, the violating party shall be provided notice of the deficiencies from the Township and shall be afforded an opportunity to timely correct. In the event the Township obtains any relief as a result of such litigation, the violating party shall pay all court costs and attorney and witness fees incurred by the Township in connection with such suit.

(C) The Township may issue a stop work order as to any or all aspects of the Project, may deny the issuance of any requested building permit or certificate of occupancy within any part or all of the Project regardless of whether the violating party is the named applicant for such permit or certificate of occupancy, and may suspend further inspections of any or all aspects of the Project.

(d) **Common Lighting.** The cost of electricity for common lighting shall be paid by the Association. With the exception of the fixtures located within Condominium Units, all light fixtures shall be maintained, repaired, renovated, restored, and replaced and light bulbs furnished by the Association. The size and nature of the bulbs to be used in the fixtures shall also be determined by the Association in its discretion. No Co-owner shall modify or change such fixtures in any way nor cause the electrical flow for their operation to be interrupted at any time. If the fixtures operate on photo electric cells, the timers for such cells shall be set by and at the discretion of the Association, and shall remain lit at all times determined by the Association.

(e) **Utility Services.** Each Co-owner will be entirely responsible for arranging for and paying all costs in connection with the extension of utilities by laterals from the mains to the dwellings and other improvements located within the Units. All costs of water, electricity, natural gas, cable television, telephone and any other utility services shall be borne by the Co-owner of the Unit to which the services are furnished. All utility meters, 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 with respect to such maintenance, repair or replacement.

(f) **Roads.** The private roadways, curbs and medians within the Project, as shown on the Condominium Subdivision Plan, shall be maintained (including, without limitation, snow and ice removal), replaced, repaired, and resurfaced as necessary by the



Association in a safe and passable condition. It is the Association's responsibility to inspect and to perform preventative maintenance of the foregoing areas on a regular basis in order to maximize their useful life and to minimize repair and replacement costs. The Association may establish a reserve fund and/or other form of assessment in accordance with Article II of the Bylaws for the purpose of satisfying the Association's obligations with respect to the foregoing areas. Developer shall have the right, without being required to obtain the consent of any Co-owner, mortgagee or other person who now or hereafter has any interest in the Condominium Project, to dedicate the roads to the Road Commission for Oakland County. All of the Co-owners and mortgagees of Units and other persons now or hereafter interested in the Condominium Project from time to time shall be deemed to have unanimously consented to the dedication of the Roads to the Road Commission for Oakland County and any amendments to this Master Deed to effectuate the foregoing dedication.

(g) **Lawn and Landscaping Maintenance within Units.** Each Co-owner, at its cost, shall be solely responsible for maintaining, repairing or replacing the lawn and landscaping within such Co-owner's Unit and any landscaped areas located between such Co-owner's Unit and the road. In connection with any amendment made by Developer pursuant to Article VI, VII or VIII of this Master Deed, Developer may designate Limited Common Elements that are to be maintained, repaired and replaced at Co-owner expense or, in proper cases, at Association expense. The Co-owner of a Unit shall be responsible for maintaining any street trees which are located within or adjacent to such Co-owner's Unit, at such Co-owner's cost. The Association shall have the right to replace any street tree, and to specially assess the Co-owner for the cost of replacing any street tree within such Co-owner's Unit, in accordance with Article II of the Bylaws.

(h) **Storm Water Drainage Facilities.** The Association shall be responsible for maintaining, repairing and replacing the Storm Water Drainage Facilities, except for any portion of the Storm Water Drainage Facilities located outside of the Project that is required to be maintained by others. It shall be the applicable Unit Owner's responsibility to maintain the finish grade of such Owner's Unit in the condition established by the builder of the dwelling on such Unit.

(i) **Snow Removal From Sidewalks.** Each Co-owner shall be responsible for the removal of snow from all driveways and walkways within the Co-owner's Unit and from the sidewalks which are within or adjacent to such Co-owner's Unit.

**Section 4.4 Use of Units and Common Elements.** No Co-owner shall use his Unit or the Common Elements in any manner which is 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. In addition, no Co-owner shall be entitled to alter any General Common Elements or Limited Common Elements, or construct or install any improvements, fixtures or other structures on, in or to any General Common Elements or Limited Common Elements, without the prior written approval of Developer during the Construction and Sales Period and the Association thereafter.

## ARTICLE V

### UNIT DESCRIPTION AND PERCENTAGE OF VALUE

**Section 5.1 Description of Units.** Each Unit in the Condominium Project is described in the Condominium Subdivision Plan attached to this Master Deed as Exhibit B. The Condominium Project contains forty-nine (49) Units, numbered 1 through 49, consecutively.

Each Unit shall consist of the area contained within the Unit boundaries as shown on Exhibit B and delineated with heavy outlines. Detailed architectural plans and specifications for the Project are on file with the Township.

**Section 5.2 Percentage of Value.** The percentage of value for each Unit shall be equal. The determination that the percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the Project and concluding that there are no material differences among the Units that affect the allocation of percentages of value. The percentage of value assigned to each Unit shall determine each Co-owner's respective share of the Common Elements of the Condominium Project, each Co-owner's respective proportionate share in the proceeds and expenses of the Association's administration and the value of such Co-owner's vote at meetings of the Association of Co-owners with respect to matters that require votes to be cast on a percentage of value basis. The total value of the Project is one hundred (100%) percent.

## ARTICLE VI

### EXPANSION OF CONDOMINIUM

**Section 6.1 Area of Future Development.** The Condominium Project established pursuant to this Master Deed consists of forty-nine (49) Units, numbered 1 through 49, consecutively, and is intended to be part of an Expandable Condominium under the Act which will contain a maximum of one hundred seventy three (173) Units. Additional Units, if any, will be constructed upon all or portions of the following described land:

PART OF THE EAST 1/2 OF SECTION 36, TOWN 4 NORTH, RANGE 9 EAST, INDEPENDENCE TOWNSHIP, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE EAST 1/4 CORNER OF SECTION 25; THENCE S87°29'25"W 2675.13 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 25, TO THE CENTER POST OF SAID SECTION 25; THENCE S03°12'17"E 2664.41 FEET ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 25, TO THE SOUTH 1/4 CORNER OF SAID SECTION 25, SAID CORNER ALSO BEING THE NORTH 1/4 CORNER OF SECTION 36; T4N, R9E; THENCE S 02°36'30" E 2167.33 FEET ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 36; TO THE POINT OF BEGINNING; THENCE N87°31'58"E 1264.26 FEET; THENCE N02°27'38"W 88.24 FEET; THENCE N87°32'22"E 244.34 FEET; THENCE 116.56 FEET ALONG THE ARC OF A 400.00 FOOT RADIUS CURVE TO THE LEFT, WITH A CENTRAL ANGLE OF 16°41'43", WHOSE LONG CHORD BEARS N79°11'30"E 116.14 FEET; THENCE 250.17 FEET ALONG THE ARC OF A 750.00 FOOT RADIUS CURVE TO THE RIGHT, WITH A CENTRAL ANGLE OF 19°06'43", WHOSE LONG CHORD BEARS N80°24'00"E 249.02 FEET; THENCE N89°57'22"E 177.94 FEET; THENCE S44°59'45"E 318.00 FEET; THENCE S48°59'41"E 193.75 FEET; THENCE N81°43'31"E 30.35 FEET; THENCE S02°19'35"E 218.19 FEET; THENCE S02°37'35"E 526.19 FEET; THENCE N87°22'25"E 150.00 FEET; THENCE S02°37'35"E 60.00 FEET; THENCE S87°22'25"W 150.00 FEET; THENCE S02°37'35"E 745.83 FEET; THENCE S86°40'25"W 10.86 FEET; THENCE N61°51'37"W 173.86 FEET; THENCE S28°08'30"W 107.34 FEET; THENCE S86°41'02"W 243.36 FEET; THENCE N63°05'22"W 475.10 FEET; THENCE N51°25'57"W 325.71 FEET; THENCE N46°52'02"W 1885.38 FEET, TO THE POINT OF BEGINNING. CONTAINING 64.62 ACRES. SUBJECT TO EASEMENT AND RESTRICTIONS OF RECORD.

## ALSO INCLUDING

COMMENCING AT THE EAST 1/4 CORNER OF SECTION 25; THENCE S87°29'25"W 2675.13 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 25, TO THE CENTER POST OF SAID SECTION 25; THENCE S03°12'17"E 2664.41 FEET ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 25, TO THE SOUTH 1/4 CORNER OF SAID SECTION 25, SAID CORNER ALSO BEING THE NORTH 1/4 CORNER OF SECTION 36; T4N, R9E; THENCE S 02°36'30" E 2167.33 FEET ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 36; THENCE N87°31'58"E 1264.26 FEET; THENCE N02°27'38"W 479.34 FEET; THENCE N 54°21'57" W 130.53 FEET; THENCE ALONG A CURVE TO THE LEFT 19.48 FEET, SAID CURVE HAVING A RADIUS OF 86.77 FEET, A DELTA OF 12°51'57" AND A LONG CHORD OF N 37°09'33" E 19.44 FEET; THENCE ALONG A CURVE TO THE RIGHT 23.30 FEET, SAID CURVE HAVING A RADIUS OF 98.22 FEET, A DELTA OF 13°35'39" AND A LONG CHORD OF N 37°31'40" E 23.25 FEET; THENCE ALONG A CURVE TO THE RIGHT 149.06 FEET, SAID CURVE HAVING A RADIUS OF 200.02 FEET, A DELTA OF 42°41'55" AND A LONG CHORD OF N 63°44'51" E 145.64 FEET; THENCE N 04°54'04" W 60.00 FEET; THENCE ALONG A CURVE TO THE LEFT 36.47 FEET, SAID CURVE HAVING A RADIUS OF 260.00 FEET, A DELTA OF 08°02'11" AND A LONG CHORD OF S 81°04'51" W 36.44 FEET; THENCE N 11°16'04" W 824.59 FEET; THENCE N 87°32'22" E 359.06 FEET; THENCE S 02°27'38" E 646.54 FEET (REC. AS 645.22 FEET) TO THE POINT OF BEGINNING; THENCE N89°06'01"E 165.00 FEET; THENCE N02°27'38"W 1296.28 FEET; THENCE N87°31'58"E 610.94 FEET; THENCE S02°38'35"E 632.15 FEET; THENCE N87°33'36"E 343.43 FEET; THENCE S02°38'14"E 637.85 FEET; THENCE S88°41'21"W 147.17 FEET; THENCE ALONG A CURVE TO THE LEFT 74.29 FEET, SAID CURVE HAVING A RADIUS OF 131.66 FEET, A DELTA OF 32°19'41" AND A LONG CHORD OF S 72°31'28" W 73.31 FEET; THENCE ALONG A CURVE TO RIGHT 217.14 FEET, SAID CURVE HAVING A RADIUS OF 380.01 FEET, A DELTA OF 32°44'23" AND A LONG CHORD OF S 72°43'50" W 214.20 FEET; THENCE S89°06'01"W 737.16 FEET; THENCE ALONG A CURVE TO THE RIGHT 32.29 FEET, SAID CURVE HAVING A RADIUS OF 67.00 FEET, A DELTA OF 27°36'55" AND A LONG CHORD OF N 19°22'21" E 31.98 FEET; THENCE N89°06'01"E 26.74 FEET TO THE POINT OF BEGINNING. CONTAINING 24.07 ACRES. SUBJECT TO EASEMENT AND RESTRICTIONS OF RECORD.

**Section 6.2 Increase in Number of Units.** Notwithstanding anything to the contrary contained in this Master Deed, the number of Units in the 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 increased by the addition to this Condominium Project of any portion of the Area of Future Development. The location, size, and configuration of all such additional Units that may be located in the Area of Future Development shall be determined by the Developer in its sole discretion.

**Section 6.3 Expansion Not Mandatory.** Nothing contained in this Article VI shall in any way obligate the Developer to enlarge the Condominium Project beyond the phase established by this Master Deed, and the Developer may, in its discretion, establish all or a portion of the Area of Future Development as a rental development, a separate condominium project or projects, a commercial development or any other form of development. There are no restrictions on the Developer's ability to expand the Project other than as explicitly set forth herein. The Developer has no obligation to add to the Condominium Project all or any portion of the Area of Future Development described in this Article VI nor is there any obligation to add portions thereof in any particular order nor to construct particular improvements thereon in any specific locations.

**Section 6.4 Amendment of Master Deed and Modification of Percentages of Value.**

The expansion of the Condominium Project shall be effective upon the recordation of one or more amendments to this Master Deed in a form satisfactory to the Developer, in its discretion. Each such amendment to the Master Deed shall proportionately re-adjust the percentage of value set forth in Article V, in order to reflect a total value of one hundred (100%) percent for the entire Condominium Project, as expanded pursuant to the applicable amendment to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of the Developer. However, such re-adjustments shall reflect a continuing reasonable relationship among percentages of value based upon the method originally used by the Developer to determine percentages of value for the Project.

**Section 6.5 Redefinition of Common Elements.**

Any amendments to the Master Deed for the purpose of expanding the Project shall contain such further delineations of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the additional parcel or parcels being added to the Project by such amendment. In connection with any such amendment(s), the Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of roadways and sidewalks in the Project to any roadways and sidewalks that may be located on, or planned for the Area of Future Development, and to provide access to any Unit that is located on, or planned for the Area of Future Development from the roadways and sidewalks located in the Project.

**Section 6.6 Consolidating Master Deed.**

If the Project is expanded, a Consolidating Master Deed shall be recorded if required by the Act when the project is finally concluded as determined by the Developer, in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

**Section 6.7 Consent of Interested Persons.**

All of the Co-owners and mortgagees of Units and all other persons now or hereafter interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to all amendments to this Master Deed prepared by the Developer to effectuate the purposes of this Article VI and to any proportionate reallocation of percentages of value of existing Units which the Developer determines are necessary in conjunction with such amendments. All such interested persons irrevocably appoint the Developer as agent and attorney for the execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Any such amendments may be effected without the necessity of re-recording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any portion of this Master Deed and Exhibits.

**ARTICLE VII****CONTRACTION OF CONDOMINIUM****Section 7.1 Right to Contract.**

As of the date this Master Deed is recorded, Developer intends to establish a Project consisting of forty-nine (49) Units on the land described in Article II. Developer reserves the right, however, to establish a Project consisting of fewer Units than described above within the land described in Article II and to withdraw from the Project all or some portion of the land described in Article II or all or some portion of any Area of Development which has been incorporated within the Project. Therefore, notwithstanding anything to the contrary contained in the other provisions of this Master Deed, the number of Units in this Condominium Project may, at the option of 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, but in no event shall the number of Units be less than two (2).

***Section 7.2 Withdrawal of Land.*** In addition to the provisions of Section 7.1, Developer unconditionally reserves the right to withdraw from the Project any portion or portions of the land described in Article II provided such land is not reasonably necessary to provide access to or otherwise serve the Units and their appurtenant Limited Common Elements, if any, included in the Project, as contracted. Developer reserves the right to use the portion of the land withdrawn, in its discretion. 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 previously withdrawn.

***Section 7.3 Creation of Easements.*** In the event of any contraction under this Article VII, Developer reserves for the benefit of itself, its successors or assigns, and all owners of the land described in Article II and all portions thereof, an easement for the unrestricted use of all roads in the Project for the purpose of ingress or egress to and from each and every portion of the Project as contracted, and for utilizing, tapping, tying into, extending and enlarging all utility improvements located within the Condominium Premises, including, but not limited to, storm sewer, water main, sanitary sewer, gas, telephone, electrical and telecommunication lines. In addition, to the extent that any General Common Elements within the land described in Article II are withdrawn from the Project, Developer shall cause non-exclusive easements for the benefit of the Units remaining in the Project to be created over such withdrawn General Common Elements to the extent necessary for the continued operation of the Project.

***Section 7.4 Amendment of Master Deed.*** Any contraction in size of the Project shall be effective upon the recordation of one or more amendments to this Master Deed in a form satisfactory to Developer, in its discretion. Each such amendment to the Master Deed shall proportionately readjust the percentages of value set forth in Article V, in order to reflect the total value of 100% for the Project, as contracted pursuant to the applicable amendment to this Master Deed. The precise determination of the readjustment in percentages of value shall be within the sole judgment of Developer. However, such readjustment shall reflect a continuing reasonable relationship among percentages of value, based upon the original method of determining percentages of value for the Project.

***Section 7.5 Redefinition of Common Elements.*** Any amendments to the Master Deed pursuant to Section 7.4 shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the Units in the Project, as contracted. In connection with any such amendments, Developer shall have the right to change the nature of any Common Elements previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article VII, including, but not limited to, the connection of roadways that may be located on, or planned for the area which is withdrawn from the Project, and to provide access to any Unit that is located on, or planned for the withdrawn area from the roadways located in the Project.

***Section 7.6 Consent of Interested Parties.*** All of the Co-owners and mortgagees of Units and other persons now or hereafter interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to any amendments to this Master Deed as may be proposed by Developer to effectuate the purposes of this Article VII and to any proportionate reallocation of percentages of value of Units which Developer determines are necessary in conjunction with such amendments. All such interested persons irrevocably appoint Developer as agent and attorney for the 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 re-recording 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

### CONSOLIDATION, AND OTHER MODIFICATION OF UNITS, AND LIMITED COMMON ELEMENTS

Notwithstanding anything to the contrary contained in this Master Deed or the Bylaws, the Units and Common Elements in the Project may be consolidated, modified and the boundaries relocated, in accordance with Section 48 of the Act and this Article VIII. Such changes in the affected Unit or Units shall be promptly reflected in a duly recorded Amendment or Amendments to this Master Deed.

***Section 8.1 Modification of Units.*** Developer may, in its sole discretion, and without obtaining the consent of any other person whatsoever (including Co-owners and mortgagees of Units), during the Construction and Sales Period, modify the size, boundaries, location, and configuration of Units and/or General or Limited Common Elements appurtenant or geographically proximate to any Units as described in the Condominium Subdivision Plan attached hereto as Exhibit B or any recorded amendment or amendments thereof, subject to the requirements of any governmental authority having jurisdiction over the Project, and further subject to Section 10.1 of this Master Deed. Any modifications by Developer in accordance with the terms of this Section 8.1 shall take effect upon the recordation of an amendment to the Master Deed. In addition, Developer may, in connection with any such amendment, re-adjust percentages of value for all Units to reflect the Unit modifications or Limited Common Element modifications, based upon the method by which percentages of value were originally determined for the Project. All of the Co-owners and mortgagees of Units and all other persons now or hereafter interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to any amendment or amendments to this Master Deed recorded by Developer to effectuate the purposes of this Section 8.1 and, subject to the limitations set forth herein, to any proportionate reallocation of percentages of value of existing Units which Developer determines are necessary in conjunction with any such amendments, subject to Article X of this Master Deed. Subject to the foregoing, all such interested persons irrevocably appoint Developer as agent and attorney-in-fact for the purpose of executing such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

***Section 8.2 Consolidation or Relocation of Units.*** During the Construction and Sales Period, Developer may, in its sole discretion, and without the consent of any other person whatsoever (including Co-owners and mortgagees of Units), consolidate under single ownership two (2) or more Units which are located adjacent to one another, and/or relocate any boundaries between adjoining Units, subject to the requirements of any governmental authority having jurisdiction over the Project and further subject to Section 10.1 of this Master Deed. Developer shall give effect to the consolidation of Units and/or the relocation of Unit boundaries by amending this Master Deed with one or more amendments prepared by and at the sole discretion of Developer in the manner provided by law. Any amendment that consolidates or relocates the boundaries between Units shall identify the consolidated or relocated Unit(s) by number and, when appropriate, the percentage of value as set forth herein for the consolidated or relocated Unit(s) shall be proportionately allocated among the adjusted Condominium Units in order to preserve a total value of one hundred (100%) percent for the entire Project following such amendment or amendments to this Master Deed. Developer shall determine, in its sole discretion, any such re-adjustment of the percentages of value, provided that such readjustments shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project. Any such amendment or amendments to the Master Deed shall also contain such further definitions of Common Elements as may be necessary to adequately describe the Units in the Condominium Project as modified. All of the Co-owners and mortgagees of Units and all other persons now or hereafter interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to any amendment or amendments to this Master Deed recorded by Developer to effectuate the purposes

of this Section 8.2, subject to the limitations set forth herein, and to any proportionate reallocation of percentages of value of units which Developer determines are necessary in connection with any such amendments. All such interested persons irrevocably appoint Developer as agent and attorney-in-fact for the purpose of executing such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Any such amendments may be accomplished without re-recording the entire Master Deed or its exhibits.

***Section 8.3 Limited Common Elements.*** Limited Common Elements shall be subject to assignment and re-assignment in accordance with Section 39 of the Act, to accomplish the rights to consolidate or relocate boundaries described in this Article VIII or for other purposes.

***Section 8.4 Right to Construct Amenities.*** Developer reserves the right to construct various amenities, including, by way of example, entranceway monuments, street signs and other signage, foot bridges, jogging or walking paths, nature trails, detention pond areas, landscaping features, fences, walls, benches, tables, and other structures and improvements anywhere within the General Common Elements and Limited Common Elements (the foregoing amenities shall be collectively referred to as the "Amenities"). If any such Amenities are included in the Condominium Project, all Co-owners shall be obligated to contribute to the maintenance, repair and replacement of the Amenities as an Association expense of administering the Project. However, Developer has no obligation to construct any Amenities or to include them in the Condominium Project. The final determination of the design, layout and location of such Amenities, if and when constructed, shall be at Developer's sole discretion.

## ARTICLE IX

### EASEMENTS, AGREEMENTS AND RESTRICTIONS

***Section 9.1 Easement for Utilities and Storm Water Drainage Facilities.*** Developer reserves for itself, its successors and assigns, the Association, and the Township, perpetual easements to, through and over those portions of the land in the Project (including all Units) for the continuing maintenance, repair and restoration of all utilities in the Condominium, including, without limitation, a perpetual easement for the installation, maintenance, repair and replacement of the Storm Water Drainage Facilities. Developer reserves the right, without being required to obtain the consent of any Co-owner, mortgagee or other person who now or hereafter has any interest in the Condominium, to assign all or any portion of such easements to governmental units and to enter into maintenance agreements with respect thereto by the recordation of an appropriate amendment to this Master Deed and Exhibit B. All of the Co-owners and mortgagees of Units and other persons now or hereafter interested in the Condominium Project from time to time shall be deemed to have unanimously consented to any amendments to this Master Deed to effectuate the foregoing easements, assignment of easements or execution of any related maintenance agreement. All such interested persons irrevocably appoint the Developer as agent and attorney-in-fact to execute such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

***Section 9.2 Easements Retained by Developer.***

(a) ***Utility Easements.*** Developer reserves for itself and its agents, employees, representatives, guests, invitees, independent contractors, successors and assigns perpetual easements to utilize, tap, tie into, extend and enlarge all utility improvements located within the Condominium Premises, including, but not limited to, gas, water, sewer, storm drainage, telephone, electrical, and telecommunications improvements as identified in the approved final site plan for the Project and all plans and specifications approved by the Township, as well as any amendments thereto. If any

portion of the Condominium Premises shall be disturbed by reason of the exercise of any of the rights granted to Developer, its successors or assigns under this Section 9.2(a), Developer shall restore the disturbed portion of the Condominium Premises to substantially the condition that existed prior to the disturbance. The Co-owners of this Condominium may be responsible from time to time for the payment of a proportionate share of said expenses, (to the extent said expenses are not paid by a governmental agency or public utility) which shall be determined by Developer in its reasonable discretion.

**(b) Additional Easements.** Developer reserves for itself and its agents, employees, representatives, guests, invitees, independent contractors, successors and assigns, the right, at any time prior to the expiration of the Construction and Sales Period to reserve, dedicate and/or grant public or private easements over, under and across the Condominium Premises for the construction, installation, repair, maintenance and replacement of rights-of-way, walkways, bicycle paths, nature trails, water mains, sanitary sewers, storm drains, retention basins, water wells serving Common Elements, electric lines, telephone lines, gas mains, cable television and other telecommunication lines and other public and private utilities, including all equipment, facilities and appurtenances relating thereto as identified in the approved final site plan for the Project and all plans and specifications approved by the Township, as well as any amendments thereto. Developer reserves the right to assign any such easements to governmental units or public utilities, and to enter into maintenance agreements with respect thereto. Any of the foregoing easements or transfers of title may be conveyed by Developer without the consent of any Co-owner, mortgagee or other person who now or hereafter shall have any interest in the Condominium, by the recordation of an appropriate amendment to this Master Deed and Exhibit B hereto. All of the Co-owners and mortgagees of Units and other persons now or hereafter interested in the Condominium Project from time to time shall be deemed to have unanimously consented to any amendments of this Master Deed to effectuate the foregoing easements or transfers of title. All such interested persons irrevocably appoint Developer as agent and attorney to execute such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

**(c) Area of Future Development.** In the event that Developer, its successor or assigns, elects to establish all or a portion of the Area of Future Development as one or more separate projects as set forth in Section 6.3 of this Master Deed, Developer reserves for itself and its agents, employees, representatives, guests, invitees, independent contractors, successors and assigns, the right to reserve, dedicate and/or grant public or private easements over, under and across the Condominium Premises for the development and operation of such project(s), including, but not limited to: (1) easements for ingress and egress over all roads within the Condominium Project; (2) easements to tap, tie into and use all water mains, sanitary sewers, storm drains, retention basins, water mains, electric lines, telephone lines, gas mains, cable television and other telecommunication lines and other public and private utilities within the Condominium Premises, including all equipment, facilities and appurtenances relating thereto; (3) easements to enlarge, construct, install, repair, maintain and/or replace water mains, sanitary sewers, storm drains, retention basins, water mains, electric lines, telephone lines, gas mains, cable television and other telecommunication lines and other public and private utilities within the Condominium Premises, including all equipment, facilities and appurtenances relating thereto; and (4) easements for the purpose of marketing the new project(s), including, but not limited to, an easement to construct and maintain anywhere within the Condominium Project one or more signs advertising condominium units in the new project(s) and the right to utilize any Unit owned by Developer or its affiliates as a model home and/or sales office for the new project(s).



**Section 9.3 Grant of Easements by Association.** The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises as are reasonably necessary or advisable for utility purposes, access purposes or other lawful purposes subject, however, to the approval of Developer during the Construction and Sales Period. No easements created under the Condominium Documents may be modified, nor may any of the obligations with respect to such easements be varied, without the consent of each person benefited or burdened thereby.

**Section 9.4 Easements for Maintenance, Repair and Replacement.** Developer, the Association and all public and private utilities shall have such easements over, under and across the Condominium Project, including all Units and Common Elements, as may be necessary to fulfill any installation, maintenance, repair, or replacement responsibilities which any of them are required or permitted to perform under the Condominium Documents, by law or as may be necessary to respond to any emergency. The foregoing easements include, without limitation, the right of the Association to obtain access to a Unit during reasonable hours and upon reasonable notice to inspect the dwelling and any improvements constructed within a Unit to ascertain that they have been designed and constructed in conformity with the standards imposed and/or specific approvals granted by Developer (during the Construction and Sales Period) and thereafter by the Association.

**Section 9.5 Telecommunications Agreements.** The Developer, during the Construction and Sales Period, and the Association, acting through its duly constituted Board of Directors, thereafter, 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 to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Association enter into any contract or agreement or grant any easement, license or right of entry or do any other act 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 any telecommunications related equipment or improvements or sharing periodic subscriber service 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 Developer during the Construction and Sales Period (unless assigned by the Developer to the Association) and the Association thereafter.

**Section 9.6 Association Assumption of Obligations.** The Association, on behalf of the Co-owners, shall assume and perform all of Developer's obligations under any easement pertaining to the Condominium Project or General Common Elements.

**Section 9.7 School Bus and Emergency Vehicle Access Easement.** Developer reserves for the benefit of the Township, any private or public school system, and any emergency service agency, an easement over all roads in the Condominium for use by the Township, private or public school busses, and/or emergency vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, school bus services, fire and police protection, ambulances and rescue services and other lawful governmental or private emergency services to the Condominium Project and Co-owners thereof.

**Section 9.8 Sign Easement.** Developer reserves for the benefit of itself, its successors and assigns, an easement to construct and maintain anywhere within the Project one or more signs advertising Condominium Units in the Project.

**Section 9.9 Declaration.** The Condominium Project is subject to and the beneficiary of the easements established by the Declaration and is otherwise subject to the terms of the Declaration.

**Section 9.10 Termination of Easements.** Developer reserves the right, during the Construction and Sales Period, to terminate and revoke any utility or other easement granted in or pursuant to this Master Deed at such time as the particular easement has become unnecessary. (This may occur, by way of illustration only, when a utility easement is relocated to coordinate development of property adjacent to the Condominium Project.) No easement for a utility may be terminated or revoked unless and until all Units served by it are adequately served by an appropriate substitute or replacement utility. Any termination or relocation of any such easement shall be effected by the recordation of an appropriate termination instrument, or, where applicable, amendment to this Master Deed in accordance with the requirements of the Act.

## ARTICLE X

### AMENDMENT

This Master Deed, the Bylaws (Exhibit A to this Master Deed) and the Condominium Subdivision Plan (Exhibit B to this Master Deed) may be amended with the consent of two-thirds (2/3) of the Co-owners, except as hereinafter set forth:

**Section 10.1 Co-owner Consent.** Except as otherwise specifically provided in this Master Deed or Bylaws, no Unit dimension may be modified in any material respect without the consent of the Co-owner and mortgagee of such Unit, nor may the nature or extent of any Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material respect without the written consent of the Co-owner and mortgagee of any Unit to which such Limited Common Elements are appurtenant.

**Section 10.2 By Developer.** In addition to the rights of amendment provided to Developer in the various Articles of this Master Deed, Developer may, prior to the expiration of the Construction and Sales Period, and without the consent of any Co-owner, mortgagee 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 that do not materially affect the rights of any Co-owners or mortgagees in the Project, including, but not limited to, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration or the Department of Housing and Urban Veterans Administration or the Department of Housing and Urban Development, or by any other public or private mortgage insurer or any institutional participant in the secondary mortgage market.

**Section 10.3 Change in Value of Vote, and Percentages of Value.** The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without such consent, except for a modification made in connection with the expansion or contraction of the

Project or consolidation or modification of Units under Article VI, VII or VIII of this Master Deed.

**Section 10.4 Mortgagee Approval.** Pursuant to Section 90(2) of the Act, Developer hereby reserves the right, on behalf of itself and on behalf of the Association of Co-Owners, to amend this Master Deed and the Condominium Documents without the approval of any mortgagee, unless the amendment would materially alter or change the rights of a mortgagee, in which event the approval of two-thirds (2/3) of the votes of mortgagees of Units shall be required for such amendment. Each mortgagee shall have one (1) vote for each Unit subject to a mortgage. Notwithstanding any provision of this Master Deed or the Bylaws to the contrary, mortgagees are entitled to vote on amendments to the condominium documents only under the following circumstances:

- (a) The termination of the Condominium Project.
- (b) A change in the method of formula used to determine the percentage of value assigned to a Unit subject to the mortgagee's mortgage.
- (c) A reallocation of responsibility for maintenance, repair, replacement, or decoration for a Unit, its appurtenant Limited Common Elements, or the General Common Elements from the Association to the Unit subject to the mortgagee's mortgage.
- (d) The elimination of a requirement for the Association to maintain insurance on the Project as a whole or a Unit subject to the mortgagee's mortgage or reallocation of responsibility for obtaining or maintaining, or both, insurance from the Association to the Unit subject to the mortgagee's mortgage.
- (e) The modification or elimination of an easement benefiting the Unit subject to the mortgagee's mortgage.
- (f) The partial or complete modification, imposition, or removal of leasing restrictions for Units in the condominium project.

**Section 10.5 Termination, Vacation, Revocation or Abandonment.** The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of eighty (80%) percent of all Co-Owners.

**Section 10.6 Developer Approval.** During the Construction and Sales Period, the Condominium Documents shall not be amended nor shall the provisions thereof be modified in any way without the prior written consent of Developer.

## ARTICLE XI

### CONVERTIBLE AREAS

The Condominium is established as a convertible condominium in accordance with the provisions of this Article:

**Section 11.1 Convertible Areas.** The General Common Elements identified on the Condominium Subdivision Plan shall constitute Convertible Areas within which Units and Common Elements may be expanded and modified and within which Limited Common Elements may be created as provided in this Article XI. The Developer reserves the right, but not an obligation, to convert the Convertible Areas. The maximum number of Units that may be created

in the Convertible Areas is zero, although Units may be expanded and modified as provided in this Article XI. The number of Units in the Condominium may decrease, but shall not increase, as a result of the conversion of the Convertible Areas.

***Section 11.2 Modification.*** The Developer reserves the right, in its sole discretion, during a period ending six (6) years from the date of recording this Master Deed, to modify the size, location, and configuration of any Unit that it owns in the Condominium, and to make corresponding changes to the Common Elements. The changes in the Common Elements could include (by way of illustration and not limitation) construction of court yards, patios, decks, porches and other amenities on any portion of the Convertible Areas.

***Section 11.3 Restrictions.*** All improvements constructed or installed within the Convertible Areas described above shall be restricted exclusively to residential use and to such Common Elements as are compatible with residential use. There are not other restrictions upon such improvements except those which are imposed by state law, local ordinance or building authorities.

***Section 11.4 Compatible Structures.*** The extent to which any structure erected on any portion of the Convertible Areas is compatible with structures included in the Master Deed lies solely within the discretion of Developer, subject only to the requirements of local ordinances and building authorities.

***Section 11.5 Co-owner Consent.*** The consent of any Co-owner shall not be required to convert the Convertible Areas. All of the Co-owners and Mortgagees and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such conversion of the Convertible Areas and any amendment or amendments to this Master Deed to effectuate the conversion and to any reallocation of Percentages of Value of existing Units which Developer may determine necessary in connection with such amendment or amendments. All such interested persons irrevocably appoint the Developer or its successors, as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording the entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. Nothing herein contained, however, shall in any way obligate Developer to convert the Convertible Areas. These provisions give notice to all Co-owners, mortgagees and other persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and not further notice of such amendment shall be required.

***Section 11.6 Percentage of Value.*** All modifications to Units and Common Elements made pursuant to this Article XI shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted, if the Developer deems it to be applicable, in order to preserve a total value of 100% for the entire Condominium 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 Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method and formula described in Article V of this Master Deed. Such amendments to the Master Deed shall also contain such further definitions and redefinitions of General Common Elements or Limited Common Elements as may be necessary to describe adequately and service the Units and Common Elements being modified by such amendments. In connection with any such amendments, Developer shall have the right to change the nature of any Common Element previously included in the Condominium for any purpose reasonably necessary to achieve the

purposes of this Article XI.

## **ARTICLE XII**

### **DEVELOPER'S RIGHT TO USE FACILITIES**

Developer, its successors and assigns, agents and employees may maintain offices, model dwellings within Units, parking, storage areas and other facilities within the Condominium Project as it deems necessary to facilitate the development and sale of the Project. Developer shall have such access to, from and over the Project as may be reasonable to enable the development and sale of the Condominium Project. Developer shall reasonably restore the facilities utilized by Developer upon termination of such use.

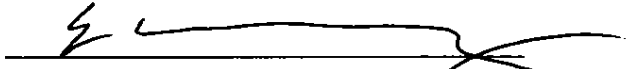
## **ARTICLE XIII**

### **ASSIGNMENT**

Any or all of the rights and powers granted or reserved to Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by Developer to and assumed by 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.

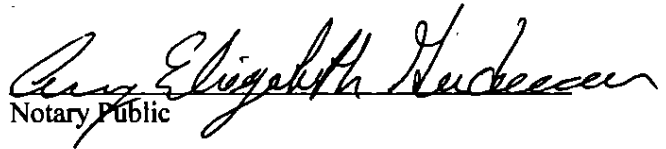
***[Signature and notarization are contained on the following page]***

**CLEARVIEW HOMES, LLC**  
a Delaware limited liability company

By:   
Its: MANAGER

STATE OF MICHIGAN     )  
  )ss  
COUNTY OF Oakland     )

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of May, 2021, by ERIC KOPICZY, the MANAGER of Clearview Homes, LLC, a Delaware limited liability company, on behalf of such company.

  
Notary Public

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

5-26-2021

**DRAFTED BY AND WHEN RECORDED RETURN TO:**

Duncan P. Ogilvie, Esq.  
Seyburn Kahn, P.C  
2000 Town Center, Suite 1500  
Southfield, Michigan 48075  
(248) 353-7620

**EXHIBIT "A"****CONDOMINIUM BYLAWS****EAGLE RIDGE ESTATES****ARTICLE I****ASSOCIATION OF CO-OWNERS**

**Section 1.1 Formation; Membership.** Eagle Ridge Estates, a residential site Condominium Project located in Independence Township, Oakland County, Michigan, shall be administered by the Eagle Ridge Estates Association, a Michigan non-profit corporation, (the "Association"). The Association shall be responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Condominium Bylaws referred to in the Master Deed and required by Section 53 of the Act and the Association Bylaws provided for under the Michigan Non-profit Corporation Act, as amended. Each Co-owner shall be a member in the Association and no other person or entity shall be entitled to membership. Co-owners are sometimes referred to as "Members" in these Bylaws. A Co-owner's share of the Association's funds and assets 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, all of which shall be 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 or the Common Elements shall be subject to the provisions and terms set forth in the Condominium Documents.

**Section 1.2 Definitions.** Capitalized terms used in these Bylaws without further definition shall have the meanings given to such terms in the Master Deed, or the Act unless the context dictates otherwise.

**Section 1.3 Conflicts of Terms and Provisions.** In the event there exists any conflict among the terms and provisions contained within the Master Deed or these Bylaws, the terms and provisions of the Master Deed shall control.

**ARTICLE II****ASSESSMENTS**

**Section 2.1 Assessments Against Units and Co-owners.** All expenses arising from the management, administration and operation of the Association in accordance with the authorizations and responsibilities prescribed in the Condominium Documents and the Act shall be levied by the Association against the Units and the Co-owners thereof, in accordance with the provisions of this Article II.

**Section 2.2 Assessments for Common Elements; Personal Property Taxes Assessed Against the Association.** All costs incurred by the Association to satisfy any liability or obligation arising from, 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 2.3 Determination of Assessments.** Assessments shall be determined in accordance with the following provisions:

(a) **Budget.** The Board of Directors of the Association shall establish an annual budget ("Budget") in advance for each fiscal year and such Budget shall project all expenses for the ensuing 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 the Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular annual assessments, as set forth in Section 2.4 below, rather than by special assessments. At a minimum, the reserve fund shall be equal to ten (10%) percent 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 the Project, the Association should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserves should be established for other purposes from time to time. Upon adoption of a Budget by the Board of Directors, copies of the Budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said Budget. The applicable annual assessments, as levied, shall constitute a lien against all Units as of the first day of the fiscal year to which the assessments relate. Failure to deliver a copy of the Budget to each Co-owner shall not affect or in any way diminish such lien or the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time determine, in its sole discretion: (1) that the assessments levied are or may prove to be insufficient to pay the actual costs of the Condominium Project's operation and management, (2) to provide for repairs or replacements of existing Common Elements not to exceed Twelve Thousand and 00/100 (\$12,000.00) Dollars, in the aggregate, annually, or (3) that an emergency exists, the Board of Directors shall have the authority to increase the general assessments and to levy such additional assessment or assessments as it deems necessary. The Board of Directors shall also have the authority, without Co-owner or mortgagee consent, to levy assessments for repair and reconstruction in the event of casualty pursuant to the provisions of Section 5.2 below. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and its Members, and shall not be enforceable by any creditors of the Association or its Members.

(b) **Special Assessments.** Special assessments, in addition to the general assessments required in Section 2.3(a) above, may be made by the Board of Directors from time to time, subject to Co-owner approval 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 in excess of Twelve Thousand and 00/100 (\$12,000.00) Dollars, in the aggregate, annually, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 2.6 below, or (3) assessments for any other appropriate purpose that could not be covered by the annual assessment. Special assessments referred to in this subparagraph (b) shall not be levied without the prior approval of the Co-owners representing sixty (60%) percent or more of the combined percentage of value of all Units within the Condominium Project. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and its Members and shall not be enforceable by any creditors of the Association or its Members.

(c) **Remedial Assessments.** If any Co-owner fails to properly maintain or repair his Unit in accordance with the provisions of Article VI, which failure, in the opinion of the Board of Directors adversely affects the appearance of the Condominium Project as a whole, or the safety, health or welfare of the other Co-owners of the Condominium Project, the Association may, following notice to such Co-owner, take any actions reasonably necessary to maintain or repair the Co-owner's Unit, and an amount equal to one hundred fifty (150%) percent of the cost thereof shall be assessed against the Co-owner of such Unit.



**Section 2.4 Apportionment of Assessments and Penalty for Default.** Unless otherwise provided in these Bylaws or in the Master Deed, all assessments levied against the Co-owners to cover administration expenses shall be apportioned among and paid by the Co-owners in accordance with the respective percentages of value allocated to each Co-owner's Unit in Article V of the Master Deed, without adjustment for the use or non-use of the Unit or any Limited Common Element appurtenant to a Unit. Annual assessments determined in accordance with Section 2.3(a) above shall be paid by Co-owners in monthly, annual or semi-annual payments as determined by the Association's Board of Directors. A Co-owner's payment obligations will commence with the acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. A Co-owner shall be in default of his assessment obligations if he fails to pay any assessment installment when due. A late charge not to exceed twenty-five (\$25.00) Dollars per month plus administrative and processing fees shall be assessed automatically by the Association upon any assessments in default for ten (10) or more days until the assessment installment, together with the applicable late charges, are paid in full. In addition, assessments in default for ten (10) or more days shall accrue interest at a rate to be determined by the Association, not exceeding the highest rate permitted by law, commencing from the date any such assessments were due until such assessment, including applicable late charges, are paid in full. Each Co-owner (whether one 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) relating to his Unit which may be levied while such Co-owner owns the Unit. Payments to satisfy assessment installments in default shall be applied as follows: first, to the costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment on such assessment installments; and third, to the assessment installments in default in the order of their due dates.

**Section 2.5 Waiver of Use or Abandonment of Units.** No Co-owner may exempt himself from liability for his assessment obligations by waiving the use or enjoyment of any of the Common Elements or by abandoning his Unit.

**Section 2.6 Liens for Unpaid Assessments.** The sums assessed by the Association which remain unpaid, including but not limited to regular assessments, special assessments, fines and late charges, shall constitute a lien upon the Unit or Units in the Project owned by the Co-owner at the time of the assessment and upon the proceeds of sale of such Unit or Units. Any such unpaid sum shall constitute a lien against the Unit as of the first day of the fiscal year to which the assessment, fine or late charge relates and shall be a lien prior to all claims except real property taxes and first mortgages of record. All charges which the Association may levy against any Co-owner shall be deemed to be assessments for purposes of this Section 2.6 and Section 108 of the Act.

**Section 2.7 Enforcement.**

**(a) Remedies.** In addition to any other remedies available to the Association, the Association may enforce the collection of delinquent assessments by a suit at law or by foreclosure of the statutory lien that secures payment of assessments. In the event any Co-owner defaults in the payment of any annual assessment installment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year to be immediately due and payable. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Project, and shall not be entitled to vote at any meeting of the Association until the default is cured; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from his Unit or the dwelling or other improvements constructed thereon. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him. The Association may also assess fines for late payment or non-

payment of assessments in accordance with the provisions of Section 18.4 of these Bylaws. All of these remedies shall be cumulative and not alternative.

(b) **Foreclosure Proceedings.** Each Co-owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. In addition, 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 reviewed the provisions of this subparagraph and he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose any assessment liens by advertisement and waived the right to a hearing prior to the sale of the applicable Unit.

(c) **Notices of Action.** Notwithstanding the provisions of Section 2.7(b), the Association shall not commence a judicial foreclosure action or a suit for a money judgment or publish any notice of foreclosure by advertisement, until the Association has provided the delinquent Co-owner with written notice, sent by first class mail, postage prepaid, addressed to the delinquent Co-owner at his last known address, that one or more assessment installments levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies under these Bylaws if the default is not cured within ten (10) days from the date of the notice. 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 or other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (iv) the legal description of the subject Unit(s) and (v) the name(s) of the Co-owner(s) of record. Such affidavit shall be recorded in the office of the Oakland County Register of Deeds prior to the commencement of any foreclosure proceeding. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it under these Bylaws and under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall notify the delinquent Co-owner of the Association's election and shall inform him that he may request a judicial hearing by bringing suit against the Association.

(d) **Expenses of Collection.** The expenses incurred by the Association in collecting unpaid assessments, including interest, costs, actual attorneys' fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the defaulting Co-owner and shall be secured by a lien on his Unit.

**Section 2.8 Liability of Mortgagees.** Notwithstanding any other provision 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, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrued prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of assessments or charges resulting from a pro rata reallocation of assessments or charges to all Units including the mortgaged Unit and except for delinquent assessments for which a notice of lien was recorded prior to the recordation of such first mortgage).

**Section 2.9 Developer's Responsibility for Assessments.** Developer, although a Member of the Association, shall not be responsible at any time for the payment of Association assessments, except with respect to Units owned by Developer which contain a completed and occupied residential dwelling. A residential dwelling is complete when it has received a certificate of occupancy from the Township and a residential dwelling is occupied if it is occupied as a residence. Model and "spec" homes shall not constitute completed and occupied dwellings. In addition, in the event Developer is selling a Unit with a completed residential dwelling thereon by land contract to a Co-owner, the Co-owner shall be liable for all assessments and Developer shall not be liable for any assessments levied up to and including the date, if any, upon which Developer actually retakes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. However, Developer shall at all times pay expenses of maintaining the Units that it owns, together with a proportionate share of all current maintenance expenses actually incurred by the Association from time to time (excluding reserves) for street and utility maintenance, landscaping, sign lighting and snow removal, but excluding management fees and expenses related to the maintenance, repair and use of Units in the Project that are not owned by Developer. For purposes of the foregoing sentence, Developer's proportionate share of such expenses shall be based upon the ratio of all Units owned by Developer at the time the expense is incurred to the total number of Units in the Project. In no event shall Developer be responsible for assessments for deferred maintenance, reserves for replacements, capital improvements or other special assessments, except with respect to Units that are owned by Developer which contain completed and occupied residential dwellings. Any assessments levied by the Association against Developer for other purposes, without Developer's prior written consent, shall be void and of no effect. In addition, Developer shall not be liable for any assessment levied in whole or in part to purchase any Unit from Developer or to finance any litigation or claims against Developer, any cost of investigating or preparing such litigation or claim or any similar or related costs.

**Section 2.10 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 2.11 Personal Property Tax Assessment of Association Property.** The Association shall be assessed as the entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

**Section 2.12 Construction Liens.** A construction lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

**Section 2.13 Statement as to Unpaid Assessments.** The purchaser of any Unit may request a statement from the Association identifying the amount of any unpaid Association regular or special assessments relating to such Unit. 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 identifying any existing unpaid assessments or a written statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of the sum identified in the statement within the period identified in the statement, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, if a purchaser fails to request such statement at least five (5) days prior to the closing of the purchase of such Unit, any unpaid assessments and the lien securing them shall be 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 sale proceeds thereof which has priority over all claims except tax liens in favor of any state or federal taxing authority and sums unpaid on a first mortgage of record, except that past due assessments which are evidenced by a notice of lien, recorded

pursuant to Section 2.7 have priority over a first mortgage recorded subsequent to the recording of the notice of the lien.

### ARTICLE III

#### JUDICIAL ACTIONS AND CLAIMS

**Section 3.1 Judicial Relief.** Actions on behalf of and against the Co-owners shall be brought in the name of the Association. Subject to the express limitations on actions in these Bylaws and in the Association's Articles of Incorporation, the Association may assert, defend or settle claims on behalf of all Co-owners in connection with the Common Elements of the Condominium. As provided in the Articles of Incorporation of the Association, the commencement of any civil action (other than one to enforce these Bylaws or collect delinquent assessments) shall require the approval of a majority in number and value of the Co-owners, and shall be governed by the requirements of this Article III. The requirements of this Article III will ensure that the Co-owners are fully informed regarding the prospects and likely costs of any civil action the Association proposes to engage in, as well as the ongoing status of any civil actions actually filed by the Association. These requirements are imposed in order to reduce both the cost of litigation and the risk of unsuccessful litigation, and in order to avoid the waste of the Association's assets in litigation where reasonable and prudent alternatives to the litigation exist. Each Co-owner and Developer shall have standing to sue to enforce the requirements of this Article III. The Developer shall be entitled to enforce the provisions of this Article III, regardless of whether Developer owns any Units. The procedures and requirements described in this Article III shall apply to the Association's commencement of any civil action other than an action to enforce these Bylaws or to collect delinquent assessments.

**Section 3.2 Board of Directors' Recommendation to Co-owners.** The Association's Board of Directors shall be responsible in the first instance for recommending to the Co-owners that a civil action be filed, and supervising and directing any civil actions that are filed.

**Section 3.3 Litigation Evaluation Meeting.** Before an attorney is engaged for purposes of filing a civil action on behalf of the Association, the Board of Directors shall call a special meeting of the Co-owners ("litigation evaluation meeting") for the express purpose of evaluating the merits of the proposed civil action. The written notice to the Co-owners and Developer of the date, time and place of the litigation evaluation meeting shall be sent to all Co-owners not less than twenty (20) days before the date of the meeting and shall include the following information:

(a) A certified resolution of the Board of Directors setting forth in detail the concerns of the Board of Directors giving rise to the need to file a civil action and further certifying that it is in the best interests of the Association to file a lawsuit.

(b) A written summary of the relevant experience of the attorney ("litigation attorney") the Board of Directors recommends be retained to represent the Association in the proposed civil action.

(c) The litigation attorney's written estimate of the amount of legal fees, court costs, expert witness fees and all other expenses expected to be incurred in the litigation.

(d) The litigation attorney's proposed written fee agreement.

(e) The amount to be specially assessed against each Unit in the Condominium to fund the estimated cost of the civil action both in total and on a monthly per Unit basis, as required by Section 3.7 of this Article III.

**Section 3.4 Independent Expert Opinion.** If the lawsuit relates to the condition of any of the Common Elements of the Condominium, the Board of Directors shall obtain a written independent expert opinion as to reasonable and practical alternative approaches to repairing the problems with the Common Elements, which shall set forth the estimated costs and expected viability of each alternative. The independent expert opinion shall be sent to all Co-owners with the written notice of the litigation evaluation meeting.

**Section 3.5 Fee Agreement with Litigation Attorney.** The Association shall have a written fee agreement with the litigation attorney, and any other attorney retained to handle the proposed civil action.

**Section 3.6 Co-owner Vote Required.** At the litigation evaluation meeting the Co-owners shall vote on whether to authorize the Board of Directors to proceed with the proposed civil action and whether the matter should be handled by the litigation attorney. The commencement of any civil action by the Association (other than a suit to enforce these Bylaws or collect delinquent assessments) shall require the approval of two-thirds (2/3rds) in number and in value of the Co-owners. Any proxies to be voted at the litigation evaluation meeting must be signed at least seven (7) days prior to the litigation evaluation meeting.

**Section 3.7 Litigation Special Assessment.** All legal fees incurred in pursuit of any civil action that is subject to this Article III shall only be paid by special assessment of the Co-owners ("litigation special assessment"). General assessments shall not be used to pay fees and expenses incurred in pursuit of any civil action subject to this Article III. The litigation special assessment shall be approved at the litigation evaluation meeting (or at any subsequent duly called and noticed meeting) by two-thirds (2/3rds) in number and in value of all Co-owners in the amount of the estimated total cost of the civil action. If the litigation attorney proposed by the Board of Directors is not retained, the litigation special assessment shall be in an amount equal to the estimated total cost of the civil action, as estimated by the attorney actually retained by the Association. The litigation special assessment shall be apportioned to the Co-owners in accordance with their respective percentage of value interests in the Condominium and shall be collected from the Co-owners on a monthly basis. The total amount of the litigation special assessment shall be collected monthly over a period not to exceed twelve (12) months.

**Section 3.8 Changes in the Litigation Special Assessment.** If, at any time during the course of a civil action, the Board of Directors determines that the originally estimated total cost of the civil action or any revision thereof is inaccurate, the Board of Directors shall immediately prepare a revised estimate of the total cost of the civil action. If the revised estimate exceeds the litigation special assessment previously approved by the Co-owners, the Board of Directors shall call a special meeting of the Co-owners to review the status of the litigation, and to allow the Co-owners to vote on whether to continue the civil action and increase the litigation special assessment. The meeting shall have the same quorum and voting requirements as a litigation evaluation meeting.

**Section 3.9 Disclosure of Litigation Expenses.** The attorneys' fees, court costs, expert witness fees and all other expenses of any civil action filed by the Association ("litigation expenses") shall be fully disclosed to Co-owners in the Association's annual budget. The litigation expenses for each civil action filed by the Association shall be listed as a separate line item captioned "litigation expenses" in the Association's annual budget.

## ARTICLE IV

### INSURANCE

**Section 4.1 Extent of Coverage.** The Association shall, to the extent appropriate in light of the nature of the General Common Elements of the Project, carry fire and extended coverage, vandalism and malicious mischief and liability insurance, (in a minimum amount to be determined by Developer or the Association in its discretion), officers' and directors' liability insurance and workmen's compensation insurance, if applicable, and other insurance the Association may deem applicable, desirable or necessary as is relates pertinent to the ownership, use and maintenance of the General Common Elements and such insurance, shall be carried and administered in accordance with the following provisions:

(a) **Responsibilities of the Association.** All of the insurance referenced in this Section 4.1 shall be purchased by the Association for the benefit of the Association, and the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of mortgagee endorsements to the mortgagees of Co-owners.

(b) **Insurance of Common Elements.** If applicable and appropriate, General Common Elements of the Condominium Project, other than road, shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, if any, as determined annually by the Board of Directors of the Association in consultation with the Association's insurance carrier and/or its representatives, utilizing commonly employed methods for the reasonable determination of replacement costs.

(c) **Premium Expenses.** All premiums on insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

(d) **Proceeds of Insurance Policies.** Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, and the Co-owners and their mortgagees, as their interests may appear, provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be retained by the Association and applied for such repair or reconstruction.

**Section 4.2 Authority of Association to Settle Insurance Claims.** Each Co-owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workers' compensation insurance, if applicable, pertinent to the Condominium Project and the Common Elements appurtenant thereto. Without limiting the foregoing, the Association shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect insurance proceeds and to distribute the same to the Association, the Co-owners and their respective mortgagees, as their interests may appear (subject always to the Condominium Documents), and/or to utilize said proceeds for required repairs or reconstruction, to execute releases of liability and to execute all documents and to do all things on behalf of such Co-owner and the Condominium as shall be necessary or convenient to accomplish the foregoing purposes.

**Section 4.3 Co-owner Responsibilities.** Each Co-owner shall be responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to the dwelling and all other improvements constructed or to be constructed within such Co-owner's Unit, any Limited

Common Elements appurtenant thereto and for his personal property located therein or thereon or elsewhere in the Condominium Project. The Association shall have no responsibility whatsoever to insure any such improvements or personal property. In addition, each Co-owner shall be obligated to obtain insurance coverage for personal liability for occurrences within the perimeter of his Unit and any appurtenant Limited Common Elements, naming the Association and Developer as additional insureds, and also for any other personal insurance coverage that the Co-owner wishes to carry. Each Co-owner shall deliver certificates of insurance to the Association from time to time to evidence the continued existence of all insurance required to be maintained by the Co-owner under this Section 4.3. If a Co-owner fails to obtain such insurance or to provide evidence of such insurance to the Association, the Association may, but is not obligated to, obtain such insurance on behalf of the Co-owner and the premiums for such insurance shall constitute a lien against the Co-owner's Unit which may be collected in the same manner that assessments may be collected under Article II of these Bylaws.

**Section 4.4 Waiver of Subrogation.** The Association, as to all policies which it obtains, and all Co-owners, as to all policies which they obtain, shall use their best efforts to ensure that all property and liability insurance carried by the Association and any Co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

**Section 4.5 Indemnification.** Each individual Co-owner shall indemnify and hold harmless every other Co-owner, Developer and the Association for all damages and costs, including attorney's fees, which the other Co-owners, Developer or the Association may suffer as a result of defending any claim arising out of an occurrence on or within an individual Co-owner's Unit or appurtenant Limited Common Elements. Each Co-owner shall carry insurance to secure the indemnity obligations under this Section 4.5, if required by the Association, or if required by Developer during the Construction and Sales Period. This Section 4.5 is not intended to give any insurer any subrogation right or any other right or claim against any individual Co-owner.

## ARTICLE V

### RECONSTRUCTION OR REPAIR

**Section 5.1 Co-owner Responsibility for Repair.** Each Co-owner shall be responsible for all reconstruction, repair and maintenance of the dwelling and all other improvements, fixtures and personal property within his Unit, and all Limited Common Elements appurtenant to the Unit. If any damage to the dwelling or other improvements constructed within a Co-owner's Unit adversely affects the appearance of the Project, the Co-owner shall proceed to remove, repair or replace the damaged property without delay.

**Section 5.2 Association Responsibility for Repair.** The Association shall be responsible for the reconstruction, repair and maintenance of the General Common Elements. Immediately following a casualty to property which the Association is responsible for maintaining and repairing, the Association shall obtain reliable and detailed cost estimates to repair or replace the damaged property to a condition comparable to that which existed immediately prior to the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair or, if at any time during such reconstruction or repair or, upon completion of such reconstruction or repair, there are insufficient funds for the payment of the reconstruction or repair, the Association shall make an assessment against all Co-owners for an amount which, when combined with available insurance proceeds, shall be sufficient to fully pay for the cost of repair or reconstruction of the damaged property. Any such assessment made by the Board of Directors of the Association shall be governed by Section 2.3(a) of these Bylaws. Nothing contained in this Section 5.2 is intended to require Developer or the Association to replace mature trees and vegetation with equivalent trees or vegetation.

**Section 5.3 Timely Reconstruction and Repair.** If any damage to Common Elements or improvements within a Unit adversely affects the appearance of the Project, the Association or Co-owner responsible for the reconstruction, repair and maintenance thereof shall proceed to replace the damaged property without delay, and shall use its best efforts to complete such replacement within six (6) months from the date upon which the property damage occurred.

**Section 5.4 Eminent Domain.** Section 133 of the Act and the following provisions shall control in the event all or a portion of the Project is subject to eminent domain:

(a) **Taking of a Unit or Related Improvements.** In the event all or a portion of a Unit or any improvements thereon, are taken by eminent domain, the award for such taking shall be paid to the Co-owner of such Unit and the mortgagee thereof, as their interests may appear. If the entire Unit is taken by eminent domain, on the acceptance of such award by the Co-owner and his mortgagee, they shall be divested of all interest in the Condominium Project.

(b) **Taking of Common Elements.** If there is a 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 undivided interest in the General Common Elements unless pursuant to the affirmative vote of Co-owners representing greater than two-thirds (2/3rds) in percentage of value of the total votes of all Co-owners qualified to vote, at a meeting duly called for such purpose, the Association is directed to rebuild, repair or replace the portion so taken or to take such other action as authorized by the foregoing vote of the Co-owners. If the Association is directed by the requisite number of Co-owners to rebuild, repair or replace all or any portion of the General Common Elements taken, the Association shall be entitled to retain the portion of the condemnation proceeds necessary to accomplish the reconstruction, repair or replacement of the applicable General Common Elements. The Association, acting through its Board of Directors, may negotiate on behalf of all Co-owners for any condemnation award for General Common Elements and any negotiated settlement approved by the Co-owners representing two-thirds (2/3rds) or more of the total percentages of value of all Co-owners qualified to vote shall be binding on all Co-owners.

(c) **Continuation of Condominium After Taking.** In the event the Condominium Project continues after a 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 Units, based upon the continuing value of the Condominium being one hundred (100%) percent. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of obtaining the signature or specific approval of any Co-owner, mortgagee or other person.

(d) **Notification of Mortgagees.** In the event all or any portion of a Unit in the Condominium or all or any portion of the Common Elements is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association shall notify each institutional holder of a first mortgage lien on any of the Units in the Condominium that is registered in the Association's book of "Mortgagees of Units" pursuant to Section 7.1 of these Bylaws.

**Section 5.5 Notification of FHLMC.** In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC"), then, upon request therefor by FHLMC, the Association shall give FHLMC written notice, at such address as FHLMC may from time to time direct, of any loss to or taking of the Common Elements that exceeds Ten Thousand (\$10,000) Dollars or



loss or taking that exceeds One Thousand (\$1,000) Dollars that relates to a Unit covered by a mortgage purchased in whole or in part by FHLMC.

**Section 5.6 Priority of Mortgage 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 Units pursuant to their mortgages with respect to any distribution to Co-owners of insurance proceeds or condemnation awards for losses to or a taking of 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 6.1 Residential Use.** No Unit in the Condominium shall be used for other than single-family residential purposes, as defined by the Independence Township Zoning Ordinance. No building shall be constructed or placed within a Unit except one single-family private dwelling or model home not to exceed two (2) stories in height and an attached front or side entry garage containing not less than two (2) and not more than three (3) parking spaces for the sole use of the Co-owner or occupants of the dwelling. One (1) accessory structure may be erected within a Unit following receipt of the prior written consent of Developer, during the Construction and Sale Period; and thereafter, the Association through the Architectural Review Committee (as described in Section 6.24 below). Any such accessory structure shall substantially match the exterior of the dwelling constructed within the Unit, as determined by the Developer or Association, as applicable.

**Section 6.2 Dwelling, Quality and Size.** All dwellings and approved accessory structures shall be constructed in accordance with all applicable governmental building codes, zoning and other ordinances and/or regulations and in accordance with such further standards as may be required by these Bylaws, the Architectural Review Committee, or Developer, its successors and/or assigns. In order to ensure that all dwellings and approved accessory structures in the Condominium Project shall be of quality design, workmanship, with materials approved by the Developer, prior to constructing a dwelling or accessory structure, all plans must be approved by Developer during the Construction and Sales Period, and thereafter by the Association. Notwithstanding the foregoing, all dwellings shall be subject to the following minimum requirements:

Minimum Size – One-story ranch style homes:	1,400 square feet
Minimum Size – Multi-story homes:	1,900 square feet.

**Section 6.3 Driveways.** Driveways and other paved areas for vehicular or pedestrian use within a Unit shall have a base of compacted sand, gravel, crushed stone or other approved base material and shall have a wearing surface approved by Developer and in compliance with the engineering standards set forth by Independence Township from time to time. Plans for driveways, pavement edging or markers must be approved by Developer in writing prior to commencing any construction in accordance with such plans.

**Section 6.4 Building Materials.** Exterior building materials on dwellings and attached garages shall be constructed, principally, of brick, brick veneer, stone, vinyl and/or wood, or such other materials approved by the Developer, during the Construction and Sales Period, and thereafter by the Association. Notwithstanding the foregoing, all structures must have brick on the front facing first floor exterior walls.

**Section 6.5 Home Occupations, Nuisances and Livestock.** No home occupation, profession or commercial activity that requires members of the public to visit a Co-owner's Unit or requires commercial vehicles to travel to and from a Co-owner's Unit shall be conducted in any dwelling located in the Condominium Project, with the exception of model homes owned by, and the sales activities of, Developer or builders, developers and real estate companies who own or hold any Units for resale to customers in the ordinary course of business. No noxious or offensive activity shall be carried on in or upon any Unit or Common Element nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, other than normal construction activity. No chickens or other fowl or livestock shall be kept or harbored on any Unit. No animals or birds shall be maintained on any Unit, except customary house pets for domestic purposes only. All animal life maintained on any Unit shall have such provisions and care so as not to become offensive to neighbors or to the community on account of noise, odor, unsightliness and no household pets shall be bred, kept or maintained for any commercial purposes whatsoever. No animal may be permitted to run loose at any time within the Condominium, and any animal shall at all times be leashed and accompanied by a responsible person while on the General Common Elements. No burning of refuse shall be permitted outside the dwelling, except that the burning of leaves shall be permitted if allowed by ordinance of the Township, provided that it does not become offensive or a nuisance. No occupied or unoccupied Unit shall be used or maintained as a dumping ground for rubbish or trash.

**Section 6.6 Temporary Buildings, Damaged Dwellings and Reconstruction.** No trailer, mobile home, van, tent, shack, garage, barn, out-building or structure of a temporary character shall be used at any time as a temporary or permanent residence, nor shall any basement be used for such purposes; provided, however, that the foregoing restriction shall not apply to any activities by Developer or any builder, developer or real estate company during any sales and/or construction periods. All permanent dwellings shall be completed within two (2) years from the commencement of construction. No old or used buildings of any kind whatsoever shall be moved to or reconstructed on any Unit. Any building damaged or destroyed by any cause, for which repair or reconstruction has not commenced within six (6) months from the date of damage or destruction, shall be removed so that there are no ruins or debris remaining within six (6) months from the date of damage or destruction. Any building which is not completed within two (2) years from commencement of construction or any damage or destruction not promptly remedied shall be deemed a nuisance and may be abated by Developer or the Association as provided by law. Any and all property within any public or private road or right-of-way which is disturbed by reason of any work performed by a Co-owner, or said Co-owner's agents, servants, employees or independent contractors, in connection with said Co-owner's Unit shall be restored by said Co-owner, at his sole expense, to its condition immediately prior to the commencement of such work. Said restoration shall be performed immediately following the completion of said work or, if such work is not completed, within a reasonable time following the date the work stopped. No storage sheds shall be erected on a Unit without the prior written approval of Developer during the Construction and Sales Period, and thereafter by the Association.

**Section 6.7 Soil Removal; Soil Erosion.** Soil removal from a Unit shall not be permitted, except as required for building construction and as permitted by Developer. In addition, all construction shall be subject to the requirements of the Michigan Soil Erosion and Sedimentation Control Act, as amended, and all other applicable statutes, ordinances, rules and regulations of all governmental units having jurisdiction over such activities.

**Section 6.8 Underground Wiring.** No permanent lines or wires for communication or other transmission of electrical or power (except transmission lines located on existing or proposed easements) shall be constructed, placed or permitted to be placed anywhere above ground within a Unit other than within buildings or structures.

**Section 6.9 Tree Removal.** No tree may be removed from any Unit during the Construction and Sales Period without Developer's prior written approval. Thereafter, trees shall only be removed in

accordance with all applicable zoning and other ordinances and/or regulations promulgated by the Township and any other governmental authority having jurisdiction.

**Section 6.10 Performance of Construction.** No building shall be erected on any Unit except by a contractor licensed by the State of Michigan for such purpose.

**Section 6.11 Vehicular Parking and Storage.** No trailer, mobile home, bus, boat trailer, boat or other watercraft, aircraft, camping vehicle, motorcycle, recreational vehicle, commercial or inoperative vehicle of any description shall, at any time, be parked or maintained on any Unit, unless stored fully enclosed within an attached garage or similar structure; provided, however Developer's sales and construction trailers, trucks and equipment may be parked and used on any Unit during construction operations, and a motor home, camping vehicle, or boat may be parked temporarily without being enclosed for a period not to exceed two (2) days for the purpose of loading and unloading such vehicle prior to and following its use. No commercial vehicle lawfully upon any Unit for business purposes shall remain on such Unit except in the ordinary course of business and in conformity with all applicable laws and/or ordinances.

**Section 6.12 Garbage and Refuse.** Trash, garbage or other waste shall be kept only in closed, sanitary containers and shall be promptly disposed of so that it will not be objectionable to neighboring Co-owners. No outside storage for refuse or garbage shall be maintained or used unless it is properly concealed. The burning or incineration of rubbish, trash, construction materials or other waste outside of any residential dwelling is strictly prohibited. If the Township, by ordinance, has a mandatory rubbish removal and waste recycling program, each Co-owner shall participate in such program and shall be billed separately by the Township for such services.

**Section 6.13 Fences, Obstructions and Dog Runs.** With the exception of any fencing improvements installed by Developer, no fences, walls or similar structures shall be erected on any Unit without the prior written approval of Developer. Only decorative black aluminum fencing shall be allowed, if approved. A Co-owner shall not be permitted to install within the exterior yards of a Unit, any cables, wires, ropes or other device which is intended to physically constrict the movement of a dog, with the exception of a so-called "invisible" fence. The boundaries of any invisible fence shall be limited to the rear yard and the portion of the side yard of a Unit which is located between the rear boundary of a Unit and the front wall of the dwelling and a dog shall not be allowed unleashed in either the front yard of a Unit or the Common Elements.

**Section 6.14 Landscaping and Grass Cutting; Assumption of Obligations.** Upon completion of a residential dwelling on any Unit, the Co-owner shall cause such Unit to be sodded and suitably landscaped as soon after such completion as weather permits, and in any event within ninety (90) days from the date of completion. Prior to commencing any landscaping on the Co-owner's Unit, the Co-owner shall submit to Developer a proposed landscape plan, which plan shall be subject to Developer's prior approval. Developer shall have the right to adopt additional minimum landscaping requirements for the Units. If a Co-owner fails to install the required landscaping within the foregoing ninety (90) day period, the Developer or Association may assess a fine against the Co-owner in an amount equal to \$200 per month for each month or partial month the landscaping incomplete beyond the initial ninety (90) day period, which fine shall constitute a lien against the Co-owner's Unit and may be enforced in accordance with Article II of these Bylaws. When weeds or grass located on any Unit exceed six (6") inches in height, the Co-owner of said Unit shall mow or cut said weeds and grass over the entire Unit, except in wooded areas. If the Co-owner fails to mow or cut weeds or grass within ten (10) days after being notified in writing, Developer or the Association may perform such work and the cost of such work shall become a lien upon the Unit(s) involved, until paid. The Co-owner shall, at its cost, immediately remove any shrub, tree or other plant that is diseased, dying or dead. If the Co-owner fails to install the required landscaping within the foregoing ninety (90) day period or fails remove diseased, dying or dead shrub(s), tree(s) or other plant(s), Developer or the Association may perform such work and the cost of such work

shall become a lien upon the Unit(s) involved, until paid. All Units owned by Developer in the ordinary course of business shall be exempt from the foregoing restrictions contained in this Section 6.14. Upon conveyance of any Unit by Developer to a Co-owner other than Developer, the exemption for said Unit shall thereupon cease and such Unit shall be subject to all of the restrictions contained in this Section 6.14.

**Section 6.15 Motorized Vehicles; Firearms.** No motorcycles or other vehicles shall be operated in any Common Elements within the Project other than the roadways, provided that bicycles and other non-motorized vehicles may utilize the roads and sidewalks. Snowmobiles shall not be operated anywhere within the Condominium Project. No firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices and/or remote control aircraft shall be used anywhere on or about the Condominium Project.

**Section 6.16 Swimming Pools, Tennis Courts, and Other Structures.** No swimming pool, tennis court, gazebo, hot tub or other recreational structures shall be constructed on any Unit unless approved in writing by the Developer during the Construction and Sales Period; and thereafter, by the Association. Any swimming pool, tennis court or similar structure which has been approved in writing by the Developer or Association, as applicable, shall be constructed in accordance with all applicable local ordinances and state laws and shall be screened from all streets by wall, solid fence, evergreen hedge or other visual barrier which has been approved in writing by the Developer during the Construction and Sales Period, and thereafter, the Association, and constructed in compliance with all applicable laws and governmental regulations.

All decks must be located in the rear yard of a Unit and cannot protrude into any side yards without the Developer's approval and all decks must otherwise comply with all applicable rear yard setback requirements imposed by the Township and these Bylaws. All air conditioning compressor units must also be located in the rear or side yard of a unit adjacent to the dwelling and must be screened from all streets by evergreen hedge or other visual barrier as approved in writing by the Developer, during the Construction and Sales Period, and thereafter by the Association.

**Section 6.17 Signs; Illumination; Mailboxes.** No signs of any kind shall be placed upon any Unit or on any building or structure located on a Unit, or any portion thereof, unless the plans and specifications showing the design, size, materials, message and proposed location(s) have been submitted to, and approved in writing by, Developer, with the exception of non-illuminated signs which are not more than six (6) square feet in area pertaining only to the sale of the premises upon which it is maintained. The foregoing restrictions shall not apply to signs that may be installed or erected on any Unit by Developer or any builder who owns Units for resale in the ordinary course of business, during any construction period or during any periods that a residence may be used as a model or for display purposes.

No additional exterior illumination of any kind shall be placed or allowed on any portion of a Unit other than on a residential dwelling, unless first approved by Developer. Developer shall approve such illumination only if the type, intensity and style thereof are compatible with the style and character of the development of the Unit and the Projects and no lights shall be placed higher than fifteen (15') feet above the ground.

Developer may, but is not required to, install illuminating fixtures within the General Common Elements and to designate the fixtures as common lighting as provided in Section 4.1(b) of the Master Deed. The cost of providing electricity for common lighting located within Unit boundaries shall be paid by the Association. Such fixtures shall be maintained, repaired and replaced (including the replacement of light bulbs) by the individual Co-owners without reimbursement from the Association. The size and nature of the light bulbs to be used in the fixtures shall be determined by the Association in its discretion. A Co-owner shall not modify or change such common lighting fixtures in any way and shall not cause the

electrical flow for their operation to be interrupted at any time. The fixtures may operate on photoelectric cells, and shall remain lit at all times determined by the Association.

Each Unit shall have a mailbox assigned to it by Developer in order to maintain a uniform appearance within the Condominium Project. Developer shall have the right to cluster mailboxes in one or more locations within the Project. All Mailboxes shall be installed in accordance with the standards and/or requirements of the United States Postal Service. The mailboxes shall be maintained, repaired and replaced by the Association.

**Section 6.18 Swings, Slides, Playscapes, and Other Playground Equipment.** No swings, slides, playscapes or other similar playground equipment (collectively, "Playground Equipment") shall be constructed on any Unit unless approved in advance, in writing by the Developer during the Construction and Sales Period and the Association thereafter. Any Playground Equipment which has been approved in writing by the Developer or the Association shall be constructed in accordance with this Master Deed with all applicable local ordinances and/or state laws. In any event, all approved Playground Equipment must be placed in a location on the Unit that is unobtrusive, and not readily visible from the street or common areas and shall be adequately screened by landscaping, if necessary, or by other visual barriers as may be approved in writing by the Developer or the Association.

**Section 6.19 Basketball Hoops and Play Areas.** Basketball hoops and play areas shall be permitted to be installed on individual Units to strict compliance with the following restrictions:

(a) All basketball hoops shall be on ground mounted posts located at least twenty (20) feet from the curb of the road adjacent to the Unit, for a residence with a front entry garage, or at least thirty (30) feet from the curb of the road adjacent to a Unit for a residence with a side entry garage.

(b) The ground mounted post for the basketball hoop shall be located at least five (5) feet from the side boundary line of the Unit.

(c) No florescent or bright colors shall be permitted for either the post or the backboard. The ground mounted post shall be painted black and the backboard of the basketball hoop shall be clear.

(d) Any lighting of basketball hoops and play areas shall be designed to shield light away from homes on other Units.

**Section 6.20 Objectionable Sights.** No above or below ground fuel or other storage tanks shall be permitted. Stockpiling and storage of building and landscape materials and/or equipment shall not be permitted on any Unit, except for materials and/or equipment which are used within a reasonable length of time. In no event shall landscape materials be stored for a period of more than thirty (30) days. Stockpiling and storage of firewood for use in a dwelling shall be permitted only in that area of a Unit to the rear of and adjacent to the dwelling, or in another location within the Unit where it is completely screened from view from any area outside of the Unit. No laundry drying equipment shall be erected or used outdoors and no laundry shall be hung for drying outside of a dwelling.

**Section 6.21 Maintenance.** The Co-owner of each Unit shall keep all buildings and grounds within the Unit in good condition and repair. The Co-owner of each Unit shall be responsible for keeping all driveways within his Unit clean and free of debris and shall be solely responsible for snow removal with respect to such driveways. Each Co-owner shall also use due care to avoid damaging any of the Common Elements, including but not limited to, utility conduits and systems and any other elements in any Unit which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for the repair, restoration of any damage to any Common Elements or damage to any other

Co-owner's Unit or improvements thereon, resulting from the negligent acts or omissions of a Co-owner, his family, guests, agents or invitees, except to the extent the Association obtains insurance proceeds for such repair or restoration; provided, however, that if the insurance proceeds obtained by the Association are not sufficient to pay for the costs of repair or restoration, the Association may assess the Co-owner for the excess amount necessary to pay for the repair and restoration. Except as may otherwise be provided in the Master Deed or these Bylaws, or in any maintenance agreement made between Developer and any municipal or governmental authority, the Co-owner of each Unit shall maintain the service area of all easements within his Unit, keep grass and weeds cut, keep the area free of trash and debris and take such actions as may be necessary to eliminate or minimize surface erosion. The Co-owner of each Unit shall be liable for any damage to any improvements which are located in, on, over and/or under the subject easement, including, but not limited to, damage to the Storm Water Drainage Facilities, electric, gas, telephone and other utility and communication distribution lines and facilities, which damage arises as a consequence of any act or omission of the Co-owner, his agents, contractors, invitees and/or licensees. No structure, landscaping or other materials shall be placed or permitted to remain within any of the easements within a Co-owner's Unit which may damage or interfere with the installation or maintenance of the Storm Water Drainage Facilities and other utilities or which may change, obstruct or retard the flow or direction of water in, on or through any drainage channels, if any, in such easements, nor shall any change be made by any Co-owner in the finished grade of any Unit once established by the builder of any residential dwelling thereon, without the prior written consent of Developer.

**Section 6.22 Wetlands.** No wetlands, if any, within the Project shall be modified in any manner, including, but not limited to, altering the topography of, placing fill material in, dredging, removing or excavating any soil or minerals from, draining surface water from, constructing or placing any structure on, plowing, tilling, cultivating, or otherwise altering or developing the wetlands, unless a permit for such modification has been issued by Michigan Department of Environmental Quality and all other governmental units or agencies having jurisdiction over any wetlands within the Project, and unless such modification is approved by Developer during the Construction and Sales Period and by the Association thereafter. In order to protect all wetlands and upland vegetation, no Co-owner shall utilize within such Co-owner's Unit, fertilizer products containing phosphates.

**Section 6.23 Structures in Limited Common Elements and Easements.** No structures of any kind may be installed within any Limited Common Elements or within any easements within the Project without the prior written approval of Developer during the Construction and Sales Period and by the Association thereafter.

**Section 6.24 Architectural Controls.** It is understood and agreed that the purpose of architectural controls is to promote an attractive, harmonious residential development having continuing appeal. Accordingly, unless and until construction plans and specifications are submitted to, and approved in writing by, Developer, (i) no dwelling, building, fence, wall or other structure shall be commenced, erected or maintained, and (ii) no addition, change or alteration to any dwelling or other structure shall be made, except for interior alterations.

All plans, specifications and other related materials shall be filed in the office of Developer, or with any agent specified by Developer, for approval or disapproval, prior to submission to Township officials for a building permit. Developer shall have the sole authority to review, approve or disapprove all or any part of the plans or specifications. Developer shall have the right to refuse to approve all or any part of any plans or specifications or grading plans, which are not suitable or desirable, in the sole discretion of Developer, for aesthetic or other reasons. In considering such plans and specifications, Developer shall have the right to take into consideration the compatibility of the proposed building or other structures with the surroundings and the effect of the building or other structure on the view from adjacent or neighboring properties. It is desired that the natural landscape and trees be left in their natural state as much as possible or practical.

A report in writing setting forth the decision of Developer, and the reasons for such decision, shall be furnished by Developer to the applicant within thirty (30) days from the date Developer receives a complete set of architecturally sealed plans, specifications and other materials from the applicant. If Developer fails to give written notice of its approval of any final architectural plans and/or specifications submitted pursuant to the requirements of this Section 6.24 within thirty (30) days from the date they are submitted, Developer shall be deemed to have rejected the plans and specifications. Developer shall be entitled to charge each applicant a review fee in an amount not to exceed Two Hundred Fifty and 00/100 (\$250.00) Dollars, to reimburse Developer for any actual costs incurred in connection with the review of said applicant's plans, specifications and related materials. Such amount shall be due for each submittal even if the original submittal was returned for revision or rejected entirely by Developer.

Neither Developer nor any person(s) or entity(ies) to which it delegates any of its rights, duties or obligations hereunder, including, without limitation, the Association, or an architectural review committee established by Developer and containing such persons as Developer desires in its sole discretion (the "Architectural Review Committee"), shall incur any liability whatsoever for approving or failing or refusing to approve all or any part of any submitted plans and/or specifications. Developer hereby reserves the right to enter into agreements with the Co-owners of any Unit(s) (without the consent of Co-owners of other Units or adjoining or adjacent property) to deviate from any or all of the restrictions set forth in this Article VI, provided that said Co-owner demonstrates that the application of the particular restriction(s) in question would create practical difficulties or hardships for said Co-owner. Any such deviation shall be evidenced by a written agreement and no such deviation or agreement shall constitute a waiver of any such restriction as to any other Unit or Co-owner. During the Construction and Sales Period, only Developer, and/or the Architectural Review Committee, shall have the right to exercise the architectural controls described in this Section 6.24. At the expiration of the Construction and Sales Period, the rights exercisable by Developer and/or the Architectural Review Committee under this Section 6.24 shall be exercised by the Board of Directors of the Association.

**Section 6.25 Leasing and Rental.**

(a) **Right to Lease.** A Co-owner may lease the dwelling constructed within the perimeters of his Unit for the purposes set forth in Section 6.1; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in subsection (b) below. With the exception of a first mortgage lender in possession of a Unit as a result of foreclosure or a conveyance or assignment in lieu of foreclosure, no Co-owner shall lease less than the entire dwelling on his Unit in the Condominium and no tenant shall be permitted to occupy a dwelling except under a lease having an initial term of at least six (6) months, unless specifically approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. Developer may lease any number of Units in the Condominium in its discretion without being required to obtain the approval of the Association.

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

(1) A Co-owner, including Developer, desiring to rent or lease a Unit, shall provide the Association, at least ten (10) days prior to presenting a lease form to a potential lessee, with a written notice of the Co-owner's intent to lease his Unit, together with a copy of the exact lease form that the Co-owner intends to use, for the review and approval of the Association. The Association shall be entitled to request that changes be made to the lease form that are necessary to insure that the lease will comply with the Condominium Documents.

(2) Tenants and other non-owner occupants shall comply with all of the provisions of the Condominium Documents and all leases and rental agreements shall incorporate this requirement.

(3) If the Association determines that the tenant or non-owner occupant has failed to comply with the provisions of the Condominium Documents, the Association may take the following actions:

(i) The Association shall notify the Co-owner by certified mail of the alleged violation by the tenant or occupant.

(ii) The Co-owner shall have fifteen (15) days from his receipt of such notice to investigate and correct the alleged breach by the tenant or occupant or advise the Association that a violation has not occurred.

(iii) If, at the expiration of the above-referenced fifteen (15) day period, the Association believes that the alleged breach is not cured or may be repeated, the Association (or the Co-owners derivatively on behalf of the Association, if the Association is under the control of Developer), may institute on behalf of the Association a summary proceeding eviction action against the tenant or non-owner occupant. The Association may simultaneously, bring an action for damages against the Co-owner and tenant or non-owner occupant for breach of the Condominium Documents. The Association may hold both the tenant and the Co-owner liable for any damages to the Common Elements caused by the Co-owner or tenant in connection with the Unit or Condominium Project and for actual legal fees incurred by the Association in connection with legal proceedings hereunder.

(4) When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to the tenant occupying a Co-owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from the rental payments due to the Co-owner the amount of the arrearage and all future assessments as they fall due and shall pay such amounts directly to the Association. The deductions shall not constitute a breach of the rental agreement or lease by the tenant. The form of lease used by Co-owner shall explicitly contain the foregoing provisions.

***Section 6.26 Rules and Regulations.*** It is intended that the Board of Directors of the Association may adopt 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 adopted and amended from time to time by any Board of Directors prior to the Transitional Control Date subject to Developer's approval. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-owners. Any such regulation or amendment may be revoked at any time by the affirmative vote of greater than fifty (50%) percent of the Co-owners in value, except that the Co-owners may not revoke any regulation or amendment prior to the First Annual Meeting of the entire Association.

***Section 6.27 Reserved Rights of Developer.***

(a) ***Developer's Rights in Furtherance of Development and Sales.*** None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of Developer during the Construction and Sales Period or of the Association in furtherance of its powers and purposes set forth herein and in the Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary contained elsewhere in these Bylaws, Developer shall have the right, during the Construction and Sales



Period, to maintain a sales office, a business office, a construction office, model units, storage areas, marketing signs and parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable the development and sale of the entire Project. Developer shall restore the areas utilized by Developer to habitable status upon its termination of use.

(b) **Enforcement of Bylaws.** The Condominium Project shall at all times be maintained in a manner consistent with the highest standards of a 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 the Condominium Project in a manner consistent with the maintenance of such high standards, then Developer, or any entity to which it may assign this right, may elect to maintain, repair and/or replace any Common Elements and/or to perform any landscaping required by these Bylaws and to charge the cost thereof to the Association as an expense of administration. Developer shall have the right to enforce these Bylaws throughout the Construction and Sales Period regardless of whether or not it owns a Unit in the Condominium. Developer's enforcement rights under this Section 6.27 may include, without limitation, an action to restrain the Association or any Co-owner from performing any activity prohibited by these Bylaws.

## ARTICLE VII

### MORTGAGES

**Section 7.1 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 written notification of any default in the performance of the obligations of the Co-owner of such Unit that is not cured within sixty (60) days.

**Section 7.2 Insurance.** The Association shall notify each mortgagee appearing in the book referenced in Section 7.1 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 7.3 Notification of Meetings.** Upon request submitted to the Association, any institutional holder of a first mortgage lien on a Unit 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 8.1 Vote.** Except as otherwise specifically provided in these Bylaws, each Co-owner shall be entitled to one vote for each Condominium Unit owned. With respect to those Sections of these Bylaws which require votes to be cast on a percentage of value basis, each Co-owner's Unit shall be assigned the number votes proportionate to the percentage of value pertaining to such Co-owner's Unit.

**Section 8.2 Eligibility to Vote.** No Co-owner, other than Developer, shall be entitled to vote at any meeting of the Association until he has presented to the Association evidence that the Co-owner owns a Unit. Except as provided in Section 11.2 of these Bylaws, no Co-owner, other than Developer, shall be entitled to vote prior to the date of the First Annual Meeting of members held in accordance with Section 11.2. 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 8.3 below or by a proxy given by such individual representative. 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 Developer may own no Units at some time or from time to time during such period. At the First Annual Meeting, and thereafter, Developer shall be entitled to vote for each Unit which it owns.

**Section 8.3 Designation of Voting Representative.** Each Co-owner shall file with the Association a written notice 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 the Co-owner. If a Co-owner designates himself as the individual representative, he need not file any written notice with the Association. The failure of any Co-owner to file any written notice with the Association shall create a presumption that the Co-owner has designated himself as the voting representative. The notice shall state the name and address of the individual representative designated, the address of the Unit or Units owned by the Co-owner and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Co-owner. The notice shall be signed and dated by the Co-owner. An individual representative may be changed by the Co-owner at any time by filing a new notice in accordance with this Section 8.3. In the event a Unit is owned by multiple Co-owners who fail to designate an individual voting representative for such Co-owners, the Co-owner whose name first appears on record title shall be deemed to be the individual representative authorized to vote on behalf of all the multiple Co-owners of the Unit(s) and any vote cast in person or by proxy by said individual representative shall be binding upon all such multiple Co-owners.

**Section 8.4 Quorum.** Except as required by law or otherwise provided in the Condominium Documents, the presence in person or by proxy of Co-owners representing twenty-five (25%) percent of the total number of votes of all Co-owners qualified to vote (based on one vote per Unit for quorum purposes) shall constitute a quorum for holding a meeting of the Members of the Association. The written vote of any person furnished at or prior to any duly called meeting at which said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

**Section 8.5 Voting.** Votes may be cast in person or by proxy 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 8.6 Majority.** When an action is to be authorized by vote of the Co-owners of the Association, the action must be authorized by a majority of the votes cast at a meeting duly called for such purpose, unless a greater percentage vote is required by the Master Deed, these Bylaws or the Act.

## ARTICLE IX

### MEETINGS

**Section 9.1 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 generally recognized rules of parliamentary procedure, which are not in conflict with the Condominium Documents or the laws of the State of Michigan.

**Section 9.2 First Annual Meeting.** The First Annual Meeting of members of the Association may be convened by Developer in its discretion at any time prior to the date the First Annual Meeting is required to be convened pursuant to this Section 9.2. The First Annual Meeting must be held (i) within one hundred twenty (120) days following the conveyance of legal or equitable title to non-Developer Co-

owners of seventy-five (75%) percent of all Units that may be created; or (ii) 54 months from the first conveyance to a non-Developer Co-owner of legal or equitable title to a Unit, whichever is the earlier to occur. There shall be no quorum requirement for the First Annual Meeting. 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 ten (10) days written notice thereof shall be given to each Co-owner's individual representative. The phrase "Units that may be created" as used in this Section 9.2 and elsewhere in the Condominium Documents refers to the maximum number of Units which Developer is permitted to include in the Condominium Project under the Condominium Documents, as they may be amended.

**Section 9.3 Annual Meetings.** Annual meetings of Association Members shall be held not later than May 30 of each succeeding year following the year in which the First Annual Meeting is held, at a time and place determined by the Board of Directors. At each annual meeting, the Co-owners shall elect members of the Board of Directors in accordance with Article XI of these Bylaws. The Co-owners may also transact at annual meetings such other Association business as may properly come before them.

**Section 9.4. Special Meeting.** The President of the Association shall call a special meeting of Members as directed by resolution of the Board of Directors or upon presentation to the Association's Secretary of a petition signed by Co-owners representing at least one third (1/3) of the votes of all Co-owners qualified to vote (based upon one vote per Unit). 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 9.5 Notice of Meetings.** The Secretary (or other Association officer in the Secretary's absence) shall provide each Co-owner of record, or, if applicable, a Co-owner's individual representative, with notice of each annual or special meeting, stating the purpose thereof and the time and place where it is to be held. A notice of an annual or special meeting shall be served at least ten (10) days but not more than sixty (60) days prior to each meeting. The mailing, postage prepaid, of a notice to the individual representative of each Co-owner at the address shown in the notice filed with the Association under Section 8.3 of these Bylaws shall be deemed properly served. Any Co-owner or individual representative may waive such notice, by filing with the Association a written waiver of notice signed by such Co-owner or individual representative.

**Section 9.6 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 forty-eight (48) hours from the time the original meeting was called. When a meeting is adjourned to another time or place, it is not necessary to give notice of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken and only such business is transacted at the adjourned meeting as might have been transacted at the original meeting. However, if after the adjournment, the Board of Directors fixes a new record date for the adjourned meeting, a notice of adjourned meeting shall be given to each Co-owner or Co-owner's individual representative.

If a meeting is adjourned in accordance with the provisions of this Section 9.6 due to the lack of a quorum, the required quorum at the subsequent meeting shall be two thirds (2/3) of the required quorum for the meeting that was adjourned, provided that the Board of Directors provides each Co-owner (or Co-owner's individual representative) with notice of the adjourned meeting in accordance with Section 9.5 above and provided further the subsequent meeting is held within sixty (60) days from the date of the adjourned meeting.

**Section 9.7 Action Without Meeting.** Any action required or permitted to be taken at any meeting of Members may be taken without a meeting, without prior notice and without a vote, if a written

consent, setting forth the actions so taken, is signed by the Co-owners (or their individual representatives) having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all Co-owners entitled to vote thereon were present and voted. Prompt notice of any action that is taken without a meeting by less than unanimous written consent shall be given to the Co-owners who have not consented in writing.

## ARTICLE X

### ADVISORY COMMITTEE

An advisory committee of non-developer Co-owners shall be established either 120 days after conveyance of legal or equitable title to non-Developer Co-owners of 1/3 of the Units that may be created or 1 year after the initial conveyance of legal or equitable title to a non-Developer Co-owner of a Unit in the Project, whichever occurs first. The advisory committee shall meet with the Board of Directors for the purpose of facilitating communication and aiding the transition of control to the Association. The advisory committee shall cease to exist when a majority of the Board of Directors of the Association is elected by the non-Developer Co-owners.

## ARTICLE XI

### BOARD OF DIRECTORS

***Section 11.1 Number and Qualification of Directors.*** The Board of Directors shall be comprised of three (3) Directors. At such time as the non-Developer Co-owners are entitled to elect two (2) members of the Board of Directors in accordance with Section 11.2 below, the Board of Directors shall automatically be increased from three (3) to five (5) persons. At such time as the Board of Directors is increased in size to five (5) persons, all Directors must be Co-owners, or officers, partners, trustees or employees of Co-owners that are entities.

***Section 11.2 Election of Directors.***

(a) ***First Board of Directors.*** Until such time as the non-Developer Co-owners are entitled to elect one (1) of the members of the Board of Directors, Developer shall select all of the Directors, which persons may be removed or replaced by Developer in its discretion.

(b) ***Appointment of Non-developer Co-owner to Board prior to First Annual Meeting.*** Not later than one hundred twenty (120) days following the conveyance to non-Developer Co-owners of legal or equitable title to twenty-five (25%) percent of the Units that may be created, one (1) member of the Board of Directors shall be elected by non-Developer Co-owners. There shall be no quorum requirement for the meeting at which such election is held. The remaining members of the Board of Directors shall be selected by Developer. When the required percentage level of conveyance has been reached, Developer shall notify the non-Developer Co-owners and request that they hold a meeting to elect the required Director. Upon certification by the Co-owners to Developer of the Director elected, Developer shall immediately appoint such Director to the Board, to serve until the First Annual Meeting of Co-owners, unless he is removed pursuant to Section 11.7 or he resigns or becomes incapacitated.

(c) ***Election of Directors at and after First Annual Meeting.***

(1) Not later than one hundred twenty (120) days following the conveyance to non-Developer Co-owners of legal or equitable title to seventy-five (75%) percent of the Units that may be created, the non-developer Co-owners shall elect all of the

Directors to the Board, except that Developer shall have the right to designate at least one Director so long as Developer owns and offers for sale at least ten (10%) percent of the Units in the Project or as long as the Units that remain to be created and sold equal at least ten (10%) percent of all Units that may be created in the Project. Whenever the seventy-five (75%) percent conveyance level is achieved, a meeting of Co-owners shall promptly be convened to effectuate this provision, even if the First Annual Meeting has already occurred. There shall be no quorum requirement for such meeting.

(2) Regardless of the percentage of Units which have been conveyed, upon the elapse of fifty-four (54) months after the first conveyance to a non-Developer Co-owner of legal or equitable title to a Unit on the Project, and if title to not less than seventy-five (75%) percent of the Units that may be created has not been conveyed, 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 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 Developer and for which assessments are payable by Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in Section 11.2(b) or 11.2(c)(1) above. There shall be no quorum requirement for the meeting at which such election is held. Application of this subsection does not require a change in the size of the 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 (ii) above, 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, 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 Developer to designate one director as provided in subsection (i) above.

(4) At the first Annual Meeting (2) Directors shall be elected for a term of two (2) years and one (1) Director shall be elected for a term of one (1) year. At such meeting, all nominees shall stand for election as one slate and the two (2) persons receiving the highest number of votes shall be elected for a term of two (2) years and the other person shall be elected for term of one (1) year. At each subsequent Annual Meeting, either one (1) or two (2) Directors shall be elected or, following the increase in the number of Directors under Section 11.2, two (2) or three (3) Directors shall be elected, depending upon the number of Directors whose terms expire, and the term of office of each Director shall be two (2) years. The Directors shall hold office until their successors have been elected and hold their first meeting.

**Section 11.3 Powers and Duties.** The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things which are not prohibited by the Condominium Documents or specifically required to be exercised and performed by the Co-owners.

**Section 11.4 Specific Powers and Duties.** In addition to the duties imposed by these Bylaws or any further duties which may be imposed by resolution of the Co-owners of the Association, the Board of Directors shall have the following powers and duties:

- (a) To manage and administer the affairs of and maintain the Condominium Project and the Common Elements.
- (b) To collect assessments from the Co-owners and to expend the proceeds for the purposes of the Association.
- (c) To carry insurance and collect and allocate the proceeds thereof.
- (d) To reconstruct or repair 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 the affirmative vote of the Co-owners (or their individual representatives) representing seventy-five (75%) percent of the total percentages of value of all Co-owners qualified to vote.
- (h) To establish rules and regulations in accordance with Section 6.26 of these Bylaws.
- (i) To establish such committees as the Board of Directors 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 exclusively performed by the Board.
- (j) To enforce the provisions of the Condominium Documents.

**Section 11.5 Management Agent.** The Board of Directors may employ for the Association a professional management agent (which may include Developer or any person or entity related thereto) at a 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 11.3 and 11.4, 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 exclusively performed by or have the approval of the Board of Directors or the Members of the Association.

**Section 11.6 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 Co-owners 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 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 a subsequent annual meeting of the Association. Vacancies among Directors elected by non-Developer Co-owners 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 as specified in Section 11.2(b).

**Section 11.7 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 elected by the non-Developer Co-owners may be removed with or without cause by the affirmative vote of the Co-owners (or their individual representatives) who represent greater than fifty (50%) percent of the total votes of all Co-owners qualified to vote, and a successor may then and there be elected to fill any vacancy thus created. Any Director whose removal has been proposed by a Co-owner shall be given an opportunity to be heard at the meeting. 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. Any Director selected by the non-developer Co-owners to serve before the First Annual Meeting may also be removed by such Co-owners before the First Annual Meeting in the manner described in this Section 11.7.

**Section 11.8 First Meeting.** The first meeting of the elected Board of Directors shall be held within ten (10) days of election at a time and place fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary in order to legally convene such meeting, provided a majority of the Board shall be present.

**Section 11.9 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 (2) such meetings shall be held during each fiscal year of the Association. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, by mail, telephone or telegraph at least ten (10) days prior to the date named for such meeting.

**Section 11.10 Special Meetings.** Special meetings of the Board of Directors may be called by the President on three (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 on the written request of two (2) or more Directors.

**Section 11.11 Quorum and Required Vote of Board of Directors.** At all meetings of the Board of Directors, a majority of the members of the Board of Directors then in office shall constitute a quorum. The vote of the majority of Directors at a meeting at which a quorum is present constitutes the action of the Board of Directors, unless a greater plurality is required by the Michigan Non-profit Corporation Act, the Articles of Incorporation, the Master Deed or these Bylaws. If a quorum is not present at any meeting of the Board of Directors, the Directors present at such meeting may adjourn the meeting from time to time without notice other than an announcement at the meeting, until the quorum shall be present.

**Section 11.12 Consent in Lieu of Meeting.** Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if all members of the Board of Directors consent in writing. The written consent shall be filed with the minutes of the proceedings of the Board of Directors. The consent has the same effect as a vote of the Board of Directors for all purposes.

**Section 11.13 Participation in a Meeting by Telephone.** A Director may participate in a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this Section 11.13 constitutes presence at the meeting.

**Section 11.14 Fidelity Bonds.** The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

**Section 11.15 Compensation.** The Board of Directors shall not receive any compensation for rendering services in their capacity as Directors, unless approved by the Co-owners (or their individual

representatives) who represent two-thirds (2/3rds) or more of the total votes of all Co-owners qualified to vote.

## ARTICLE XII

### OFFICERS

**Section 12.1 Selection of Officers.** The Board of Directors, at a meeting called for such purpose, shall appoint a president, secretary and treasurer. The Board of Directors may also appoint one or more vice-presidents and such other officers, employees and agents as the Board shall deem necessary, which officers, employees and agents shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors. Two (2) or more offices, except that of president and vice-president, may be held by one (1) person who may also be a Director. An officer shall be a Co-owner, or shareholder, officer, director, employee or partner of a Co-owner that is an entity.

**Section 12.2 Term, Removal and Vacancies.** Each officer of the Association shall hold office for the term for which he is appointed until his successor is elected or appointed, or until his resignation or removal. Any officer appointed by the Board of Directors may be removed by the Board of Directors with or without cause at any time. Any officer may resign by written notice to the Board of Directors. Any vacancy occurring in any office may be filled by the Board of Directors.

**Section 12.3 President.** The President shall be a Member of the Board of Directors and shall act as the chief executive officer of the Association. The President 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, subject to Section 12.1.

**Section 12.4 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 do so 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.

**Section 12.5 Secretary.** The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Co-owners 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.

**Section 12.6 Treasurer.** The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, in such depositories as may, from time to time, be designated 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 14.1 Records.** The Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts and all other Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be determined 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. Upon request, 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 ninety (90) days following the end of the Association's fiscal year. The costs of any such audit and any accounting expenses shall be expenses of administration.

**Section 14.2 Fiscal Year.** The fiscal year of the Association shall be an annual period commencing on the date initially determined by the Directors. The Association's fiscal year may be changed by the Board of Directors in its discretion.

**Section 14.3 Bank Accounts.** The Association's funds shall initially be deposited in such bank or savings association as may be designated by the Directors. All checks, drafts and order of payment of money shall be signed in the name of the Association in such manner and by such person or persons as the Board of Directors shall from time to time designate for that purpose. The Association's funds may be invested from time to time in accounts or deposit certificates of such bank or savings association that are insured by the Federal Deposit Insurance Corporation of the Federal Savings and Loan Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government.

## ARTICLE XV

### INDEMNIFICATION OF OFFICERS AND DIRECTORS

**Section 15.1 Third Party Actions.** To the fullest extent permitted by the Michigan Non-profit Corporation Act, the Association shall, subject to Section 15.5 below, indemnify any person who was or is a party defendant or is threatened to be made a party defendant to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a Director or officer of the Association, or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including actual and reasonable attorney fees), judgments, fines and amounts reasonably paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association or its members, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption (a) that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association or its members, and,

(b) with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his conduct was unlawful.

**Section 15.2 Actions in the Right of the Association.** To the fullest extent permitted by the Michigan Non-profit Corporation Act, the Association shall, subject to Section 15.5 below, indemnify any person who was or is a party defendant to or is threatened to be made a party defendant of any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a Director or officer of the Association, or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including actual and reasonable attorney fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit and amounts reasonably paid in settlement if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association or its members, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Association unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

**Section 15.3 Insurance.** The Association may purchase and maintain insurance on behalf of any person who is or was a Director, employee or agent of the Association, or is or was serving at the request of the Association as a Director, officer, employee or agent against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have power to indemnify him against such liability under Sections 15.1 and 15.2. In addition, the Association may purchase and maintain insurance for its own benefit to indemnify it against any liabilities it may have as a result of its obligations of indemnification made under Sections 15.1 and 15.2.

**Section 15.4 Expenses of Successful Defense.** To the extent that a person has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Sections 15.1 and 15.2, or in defense of any claim, issue, or matter therein, or to the extent such person incurs expenses (including actual and reasonable attorney fees) in successfully enforcing the provisions of this Article XV, he shall be indemnified against expenses (including reasonable attorney fees) actually and reasonably incurred by him in connection therewith.

**Section 15.5 Determination that Indemnification is Proper.** Any indemnification under Sections 15.1 and 15.2 (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the person is proper under the circumstances, because he has met the applicable standard of conduct set forth in Section 15.1 or 15.2, whichever is applicable. Notwithstanding anything to the contrary contained in this Article XV, in no event shall any person be entitled to any indemnification under the provisions of this Article XV if he is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties. The determination to extend such indemnification shall be made in any one (1) of the following ways:

(a) By a majority vote of a quorum of the Board of Directors consisting of Directors who were not parties to such action, suit or proceeding;

(b) If such quorum described in (a) is not obtainable, then by a majority vote of a committee of Directors who are not parties to the action, suit or proceeding. The committee shall consist of not less than two (2) disinterested Directors; or

(c) If such quorum described in (a) is not obtainable (or, even if obtainable, a quorum of disinterested Directors, so directs), by independent legal counsel in a written opinion.

If the Association determines that full indemnification is not proper under Sections 15.1 or 15.2, it may nonetheless determine to make whatever partial indemnification it deems proper. At least ten (10) days prior to the payment of any indemnification claim which is approved, the Board of Directors shall provide all Co-owners with written notice thereof.

**Section 15.6 Expense Advance.** Expenses incurred in defending a civil or criminal action, suit or proceeding described in Section 15.1 and 15.2 may be paid by the Association in advance of the final disposition of such action, suit, or proceeding as provided in Section 15.4 upon receipt of an undertaking by or on behalf of the person involved to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association. At least ten (10) days prior to advancing any expenses to any person under this Section 15.6, the Board of Directors shall provide all Co-owners with written notice thereof.

**Section 15.7 Former Representatives, Officers, Employees or Agents.** The indemnification provided in the this Article XV shall continue as to a person who has ceased to be a Director, officer, employee or agent of the Association and shall inure to the benefit of the heirs, executors and administrators of such person.

**Section 15.8 Changes in Michigan Law.** In the event of any change of the Michigan statutory provisions applicable to the Association relating to the subject matter of this Article XV, the indemnification to which any person shall be entitled hereunder arising out of acts or omissions occurring after the effective date of such amendment shall be determined by such changed provisions. No amendment to or repeal of Michigan law with respect to indemnification shall restrict the Association's indemnification undertaking herein with respect to acts or omissions occurring prior to such amendment or repeal. The Board of Directors are authorized to amend this Article XV to conform to any such changed statutory provisions.

## ARTICLE XVI

### AMENDMENTS

**Section 16.1 By Developer.** In addition to the rights of amendment provided to Developer in the various Articles of the Master Deed, Developer may, during the Construction and Sales Period and for a period of two (2) years following the expiration of the Construction and Sales Period, and without the consent of any Co-owner, mortgagee or any other person, amend these Bylaws provided such amendment or amendments do not materially alter the rights of Co-owners or mortgagees.

**Section 16.2 Proposal.** Amendments to these Bylaws may be proposed by the Board of Directors of the Association upon the vote of the majority of the Directors or may be proposed by one-third (1/3) or more in number of the Co-owners by a written instrument identifying the proposed amendment and signed by the applicable Co-owners.

**Section 16.3 Meeting.** If any amendment to these Bylaws is proposed by the Board of Directors or the Co-owners, a meeting for consideration of the proposal shall be duly called in accordance with the provisions of these Bylaws.

**Section 16.4 Voting.** These Bylaws may be amended by the Co-owners at any regular meeting or a special meeting called for such purpose by an affirmative vote of two-thirds (2/3rds) or more of the total votes of all Co-owners qualified to vote, as determined on a percentage of value basis. 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-third (2/3rds) of all mortgagees of Units shall be required. Each mortgagee shall have one vote for each mortgage held.

Notwithstanding anything to the contrary contained in this Article XVI, during the Construction and Sales Period, these Bylaws shall not be amended in any way without the prior written consent of Developer.

**Section 16.5 Effective Date of Amendment.** Any amendment to these Bylaws shall become effective upon the recording of such amendment in the office of the Oakland County Register of Deeds.

**Section 16.6 Binding Effect.** A copy of each amendment to the Bylaws shall be furnished to every Member of the Association after its adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article XVI 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 or any Co-owners and all present or future Co-owners, tenants, future tenants, or any other persons acquiring an interest in or using the facilities of the Project in any manner are subject to and shall comply with the Act, as amended, and the mere acquisition, occupancy or rental of any Unit or an interest therein or the utilization of or entry upon the Condominium Premises shall signify that the Condominium Documents are accepted and ratified. In the event the Condominium Documents conflict with the provisions of the Act, the Act shall govern.

## ARTICLE XVIII

### REMEDIES FOR DEFAULT

Any default by a Co-owner of its obligations under any of the Condominium Documents shall entitle the Association or another Co-owner or Co-owners to the following relief:

**Section 18.1 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 limitation, an action to recover damages, injunctive relief, foreclosure of lien (if there is a default in the payment of an 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 18.2 Recovery of Costs.** In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding, including its actual attorneys' fees (not limited to statutory fees), but in no event shall any Co-owner be entitled to recover such attorneys' fees.

**Section 18.3 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, Limited or General, or into any Unit and the improvements thereon, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure or condition existing or maintained in violation of the provisions of the Condominium Documents. The Association shall have no liability to any Co-owner arising out of the exercise of its rights under this Section 18.3.

**Section 18.4 Assessment of Fines.** The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for the assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines against the applicable Co-owner. No fine may be assessed unless rules and regulations establishing such fines have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-owners in the same

manner as prescribed in Section 9.5 of these Bylaws. Thereafter, fines may be assessed only upon notice to the offending Co-owner, and an opportunity for such Co-owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article II of these Bylaws. No fine shall be levied for the first violation. No fine shall exceed Twenty-Five and 00/100 (\$25.00) Dollars for the second violation, Fifty and 00/100 (\$50.00) Dollars for the third violation or One Hundred and 00/100 (\$100.00) Dollars for any subsequent violation.

**Section 18.5 Non-waiver of Rights.** 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 18.6 Cumulative Rights, Remedies and Privileges.** All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any of the terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative and the exercise of any one or more of such rights or remedies shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party under the Condominium Documents at law or in equity.

**Section 18.7 Enforcement of Provisions of Condominium Documents.** A Co-owner may maintain an action against the Association and its officers and Directors to compel such persons to enforce the terms and provisions of the Condominium Documents. A Co-owner may maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

## ARTICLE XIX

### RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to 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, may be assigned by Developer to any other entity or to the Association. Any such assignment or transfer shall be made by an appropriate written instrument in which the assignee or transferee evidences its consent to the acceptance of such powers and rights. Any rights and powers reserved or retained by Developer or its successors and assigns shall expire, at the conclusion of two (2) years following the expiration of the Construction and Sales Period, except as otherwise expressly provided in the Condominium Documents. The immediately preceding sentence dealing with the expiration and termination of certain rights and powers granted or reserved to Developer are intended to apply, insofar as Developer is concerned, only to Developer's rights to approve and control the administration of the Condominium and shall not, under any circumstances, be construed to apply to or cause the termination and expiration of any real property rights granted or reserved to 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 the instruments, documents or agreements that created or reserved such property rights.

## ARTICLE XX

### 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 invalidity shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

## ARTICLE XXI

### ARBITRATION

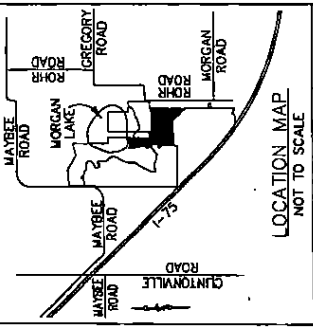
**Section 21.1 Scope and Election.** Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between the Co-owners and the Association, upon the election and written consent 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 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 shall be applicable to any such arbitration.

**Section 21.2 Judicial Relief.** In the absence of the election and written consent of the parties pursuant to Section 21.1 above, any Co-owner or the Association may petition the courts to resolve any disputes, claims or grievances.

**Section 21.3 Election of Remedies.** The election and written consent by the disputing parties to submit any dispute, claim or grievance to arbitration shall preclude such parties from thereafter litigating such dispute, claim or grievance in the courts. Nothing contained in this Article XXI shall limit the rights of the Association or any Co-owner, as described in Section 144 of the Act.

**Section 21.4 Co-owner Approval for Civil Actions Against Developer and First Board of Directors.** Any civil action proposed by the Board of Directors on behalf of the Association to be initiated against Developer, its agents or assigns, and/or the First Board of Directors of the Association or other Developer - appointed Directors, for any reason, shall be subject to approval by a vote of two-thirds (2/3rds) of all Co-owners in accordance with Article III and notice of such proposed action must be given in writing to all Co-owners in accordance with Article VIII. Such vote may only be taken in a meeting of the Co-owners and no proxies or absentee ballots shall be permitted to be used, notwithstanding the provisions of Article VIII.

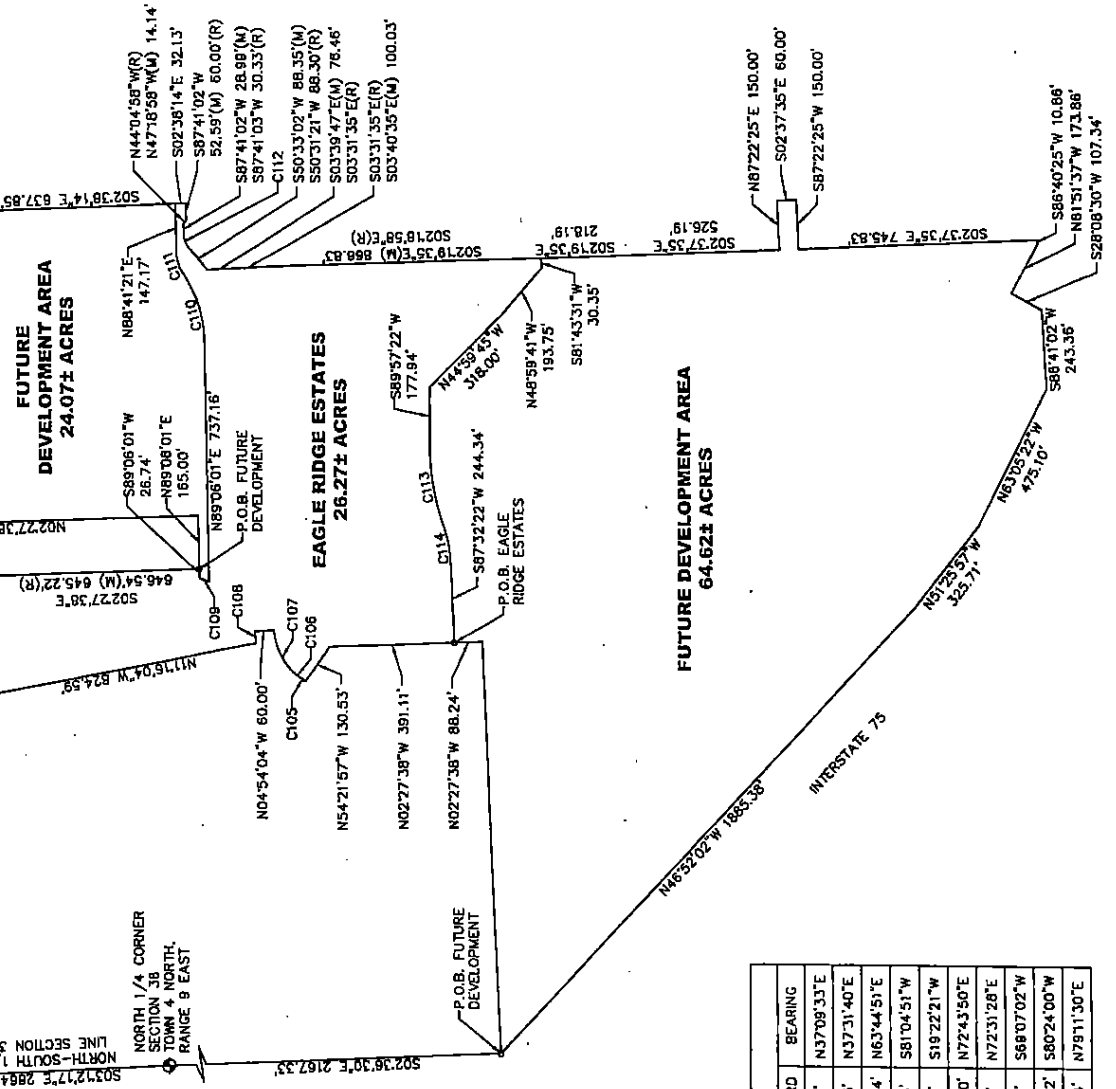




CENTER OF SECTION  
SECTION 25  
TOWN 4 NORTH,  
RANGE 9 EAST,  
INDEPENDENCE  
TOWNSHIP  
L. 38440, P. 423  
(PCC-015 LOCATED  
10' ± EAST)

EAST 1/4 CORNER  
SECTION 25  
TOWN 4 NORTH,  
RANGE 9 EAST,  
INDEPENDENCE  
TOWNSHIP  
L. 15305, P. 865

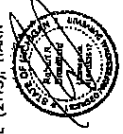
NORTH 1/4 CORNER  
SECTION 38  
TOWN 4 NORTH,  
RANGE 9 EAST



**FLOOD NOTE:**

THE SUBJECT PARCEL IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA, AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP 26125C0354F AND 26125C0352F WITH AN EFFECTIVE DATE OF SEPTEMBER 28, 2006.

BASIS OF BEARING:  
BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM OF 1983, MICHIGAN SOUTH ZONE (2113), HARN ADJUSTMENT OF 1983



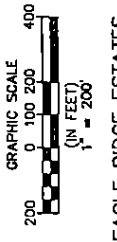
PROPOSED:  
*Robert R. Drouillard*  
5/20/2021  
ROBERT R. DROUILLARD DATE: MAY 20, 2021  
LICENSED PROFESSIONAL SURVEYOR NO. 4001052517  
LEHNER ASSOCIATES, INC.  
17001 NINETEEN MILE ROAD, SUITE 3  
CLINTON TOWNSHIP, MI 48038  
(586) 412-7050

**Lehner Associates, Inc.**  
24724 FARIBROOK ROAD  
SOUTHFIELD, MI 48037-2067

OWNER:  
EAGLE RIDGE, LLC  
24724 FARIBROOK ROAD  
SOUTHFIELD, MI 48037-2067

DATE: 03-11-21  
SCALE: 1" = 200'  
SHEET NO. 02 OF 19  
PROJECT NO. 21-003  
OVERALL PLAN

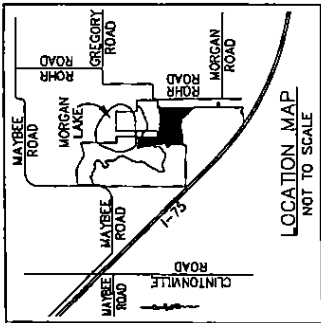
www.lehnerassociates.com



EAGLE RIDGE ESTATES

CURVE NO.	LENGTH	RADIUS	DELTA	CHORD	BEARING
C105	19.48'	86.77'	12°51'57"	19.44'	N37°09'33"E
C106	23.30'	98.22'	13°35'39"	23.25'	N37°31'40"E
C107	148.06'	200.02'	42°41'55"	145.64'	N63°44'51"E
C108	38.47'	260.00'	8°02'11"	36.44'	S81°04'51"W
C109	32.28'	67.00'	27°36'55"	31.98'	S19°22'21"W
C110	217.14'	380.01'	32°44'23"	214.20'	N72°43'50"E
C111	74.29'	131.66'	32°19'41"	73.31'	N72°31'28"E
C112	48.24'	74.43'	37°08'05"	47.40'	S68°07'02"W
C113	250.17'	750.00'	19°06'43"	249.02'	S80°24'00"W
C114	116.56'	400.00'	16°41'43"	116.14'	N78°11'30"E



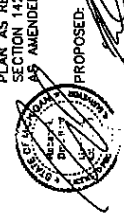


- LEGEND:**
- S.M. (Symbol) SET MONUMENT  
4" DIA. CONCRETE MONUMENTS  
36" LONG WITH 1/2" DIAMETER STEEL BARS
  - F.M. (Symbol) FOUND MONUMENT
  - (Symbol) SECTION CORNER
  - (Symbol) EXISTING FIRE HYDRANT

**BASIS OF BEARINGS:**  
BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM OF 1983, MICHIGAN SOUTH ZONE (2113), HARN ADJUSTMENT OF 1983

**SURVEYOR'S CERTIFICATE**  
I, ROBERT R. DROUILLARD, PROFESSIONAL SURVEYOR IN THE STATE OF MICHIGAN, HEREBY CERTIFY:

THAT THE SUBDIVISION IS KNOWN AS **EAGLE RIDGE** COUNTY SUBDIVISION PLAN NO. **25** IS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION THAT THE MONUMENTS AND EXISTING ENCROACHMENTS THEREON, MONUMENTS AND HEREIN DESCRIBED, BEING LOCATED IN THE GROUND AS RETURNED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED, THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS 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 NUMBER 59 OF PUBLIC ACTS OF 1978, AS AMENDED.

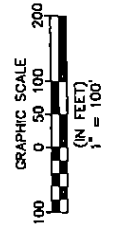


PROPOSED:  
*(Signature)*  
ROBERT R. DROUILLARD DATE: MAY 20, 2021  
LICENSED PROFESSIONAL SURVEYOR NO. 400052517  
LEHNER ASSOCIATES, INC.  
17001 NINETEEN MILE ROAD, SUITE 3  
CLINTON TOWNSHIP, MI 48038  
(588) 412-7050

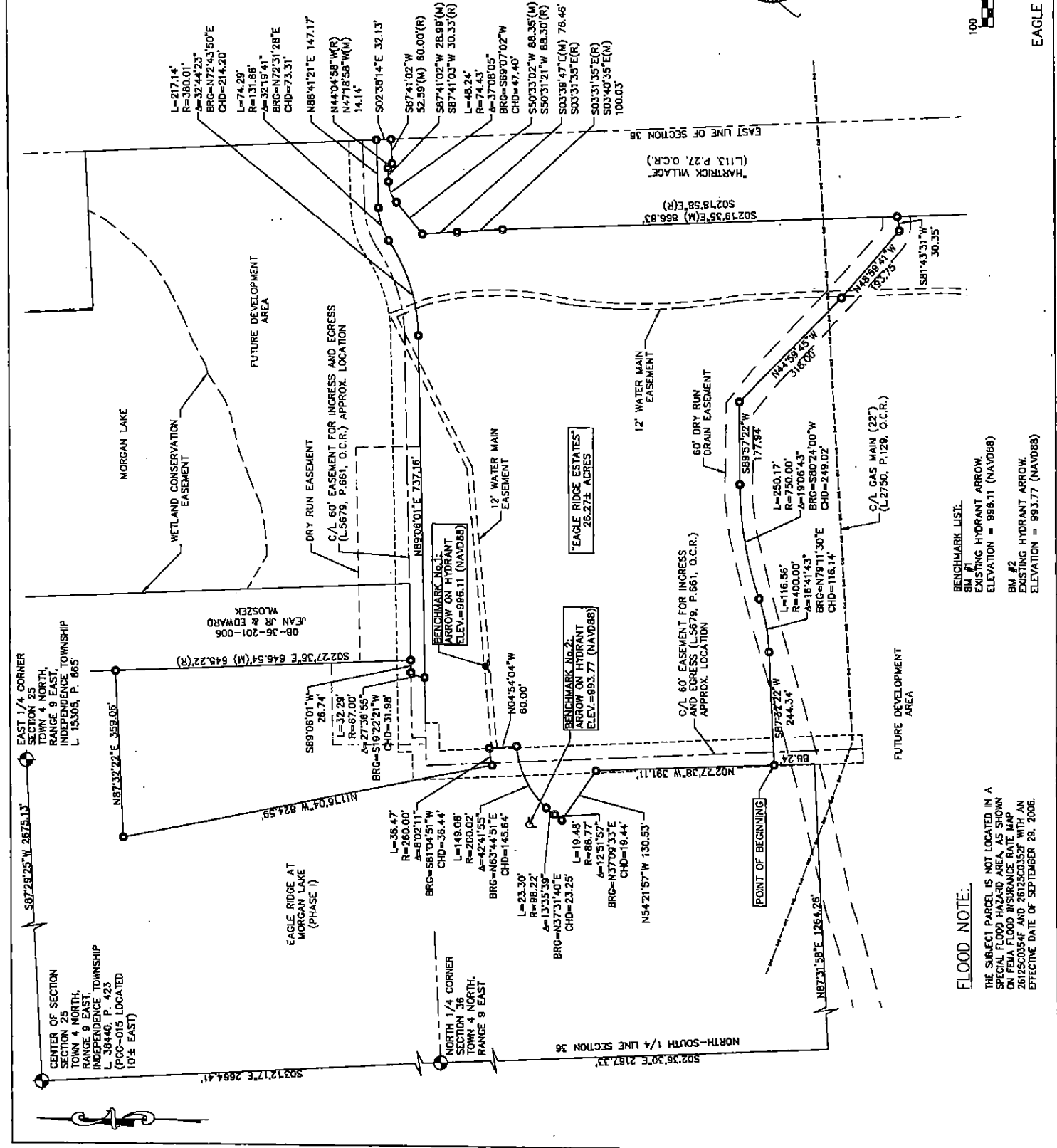
**Lehner Associates, Inc.**  
17001 NINETEEN MILE ROAD, SUITE 3  
CLINTON TOWNSHIP, MI 48038  
P: 588.412.7050  
F: 588.412.7114  
www.lehnerassociates.com

DATE	5/20/2021
SCALE	1" = 100'
DATE	03-11-21
DATE	03 OF 16
DATE	21-008

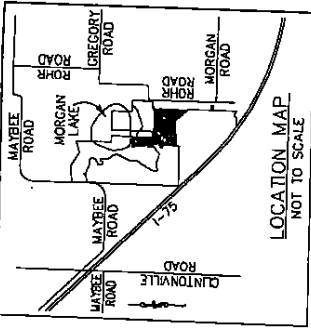
**SURVEY PLAN**



**EAGLE RIDGE ESTATES**







**NOTES:**

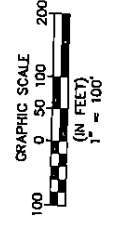
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2. REFER TO SHEET 15 FOR CURVE DATA



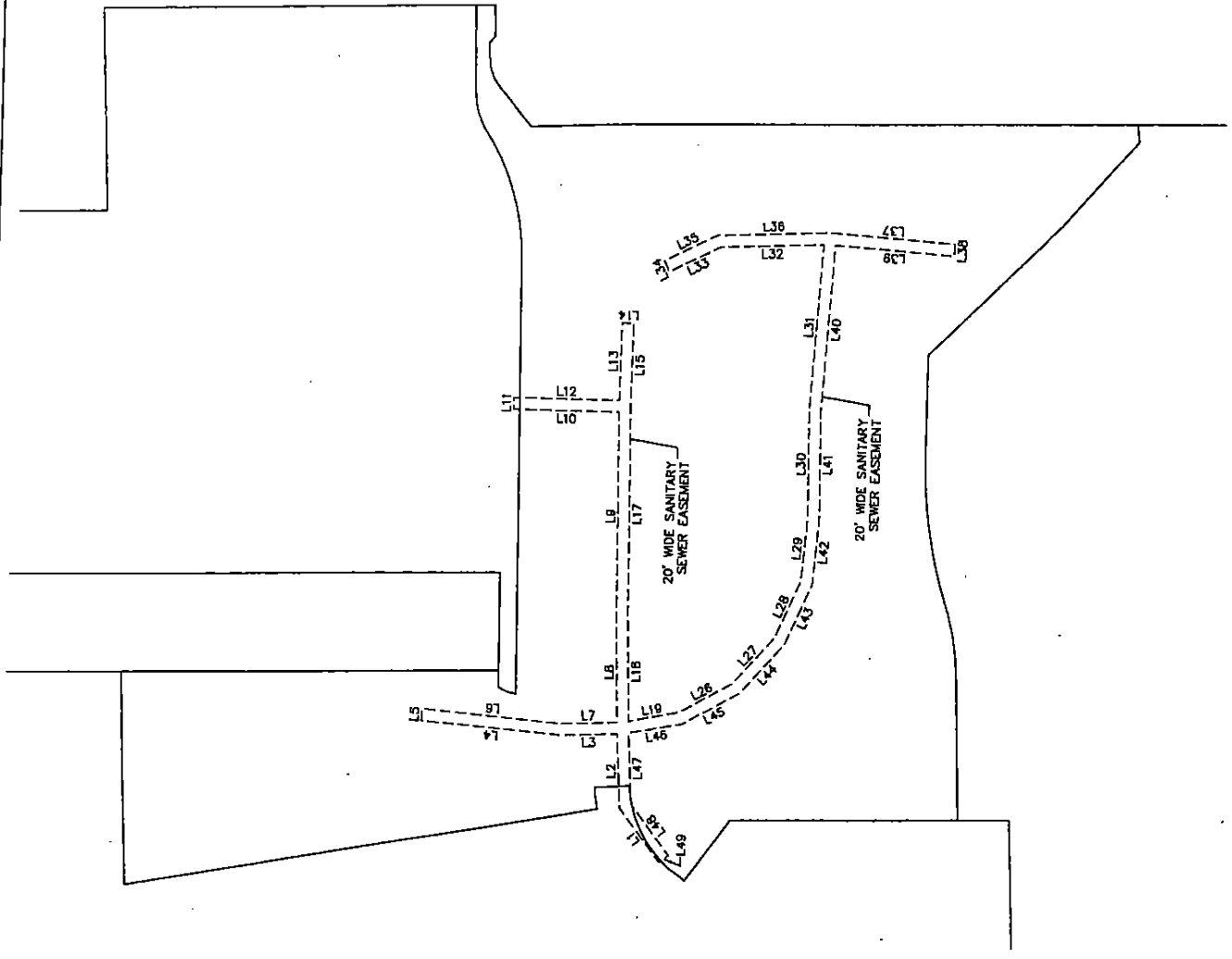
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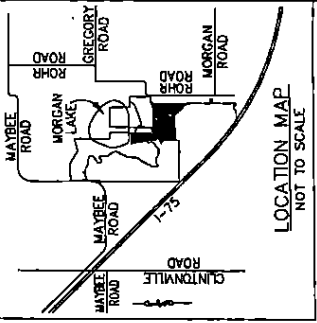
ROBERT R. DROUILLARD DATE: JAN 20, 2021  
 LICENSED PROFESSIONAL SURVEYOR NO. 4001052317  
 LEHNER ASSOCIATES, INC.  
 17001 NINETEEN MILE ROAD, SUITE 3  
 CLINTON TOWNSHIP, MI 48038  
 (586) 412-7050

<b>Lehner Associates, Inc.</b> 17001 19 Mile Road, Suite 3 Clinton Township, MI 48038 P: 586.412.7050 F: 586.412.7114 www.lehnerassociates.com		SHEET NO. 03-11-21 SCALE 1" = 100' S.K. 05 OF 15 PROJECT NO. 21-00B SANITARY SEWER EASEMENT PLAN
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**EAGLE RIDGE ESTATES**





**NOTES:**

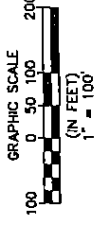
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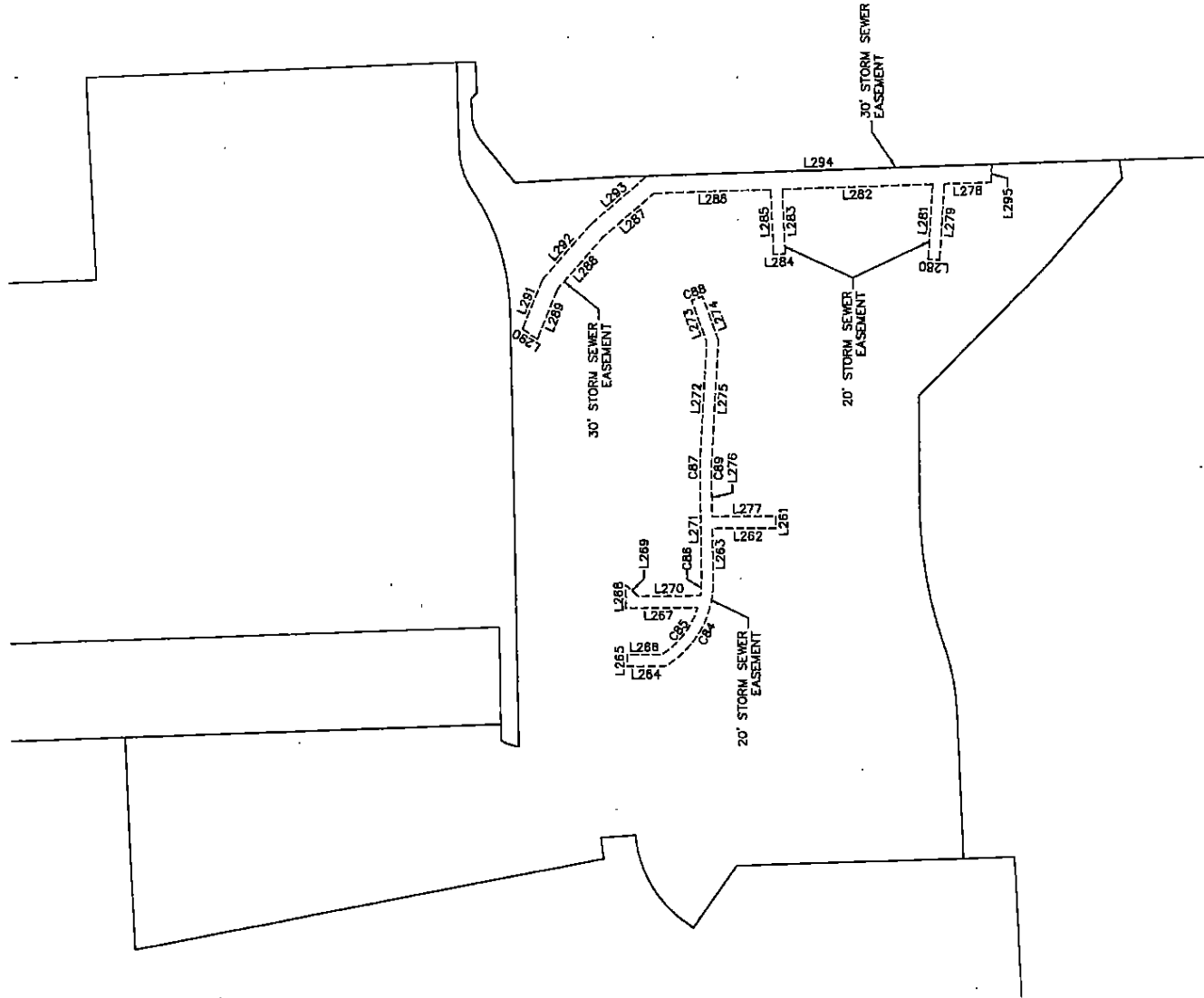
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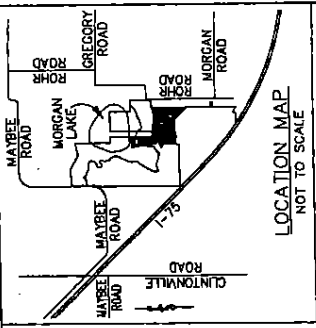
ROBERT R. DRISCOLL DATE: MAY 20, 2024  
 LICENSED PROFESSIONAL SURVEYOR NO. 4001052517  
 LEHNER ASSOCIATES, INC.  
 17001 NINETEEN MILE ROAD, SUITE 3  
 CLINTON TOWNSHIP, MI 48038  
 (586) 412-7050

<b>Lehner Associates, Inc.</b> Civil Engineer   Surveyor   Planning   Consulting 17001 Nineteen Mile Road, Suite 3 Clinton Township, MI 48038 Phone: (586) 412-7050 Fax: (586) 412-7114 www.lehnerassociates.com	CLIENT: EAGLE RIDGE L.L.C. 24724 FABROROCK ROAD SOUTHFIELD, MI 48037-2067
	DATE: 05-11-21 SCALE: 1" = 100' SHEET NO: 09 OF 16 PROJECT: STORM SEWER EASEMENT PLAN



EAGLE RIDGE ESTATES  
 STORM SEWER EASEMENT PLAN





**NOTES:**

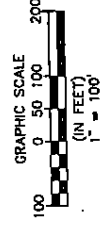
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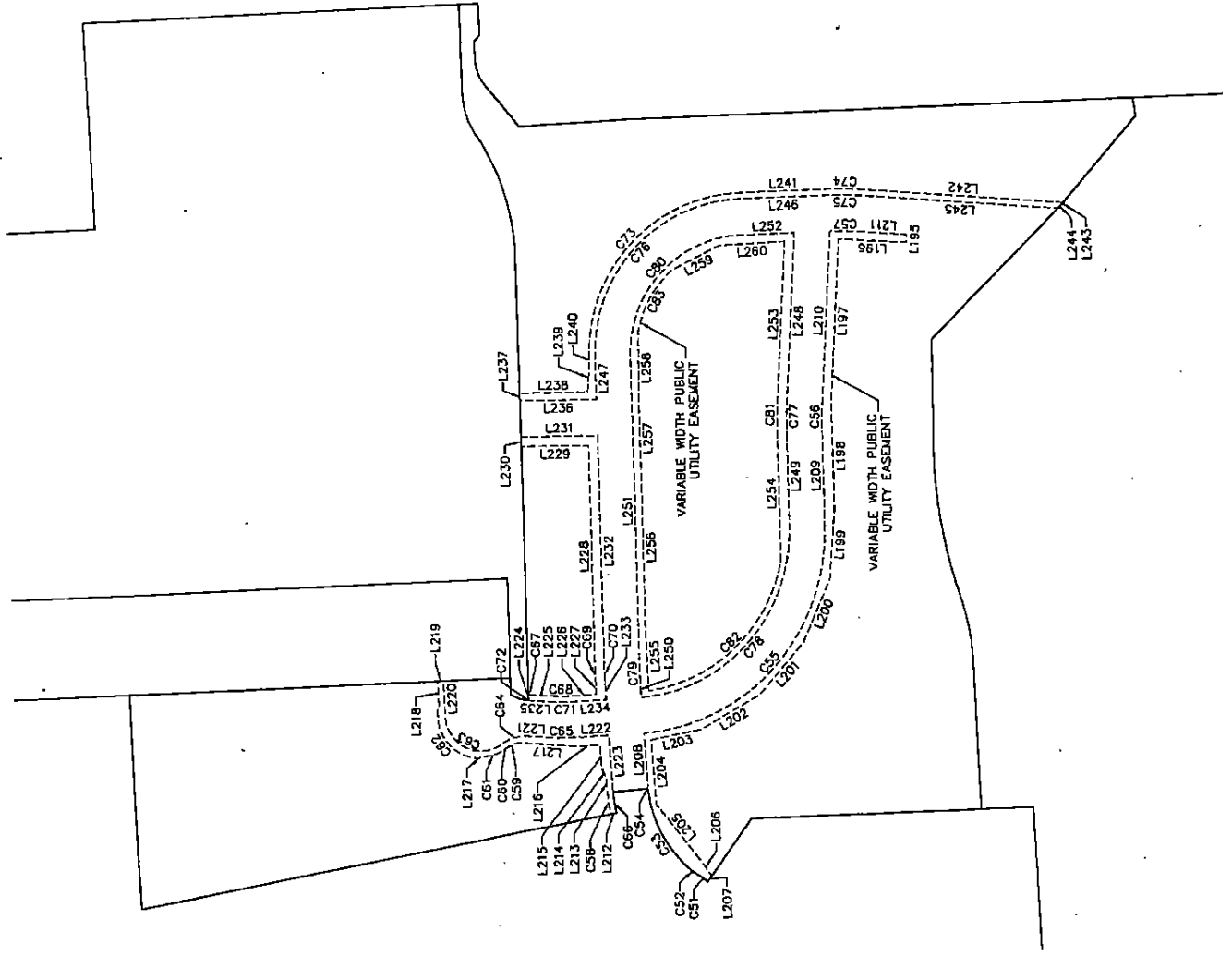
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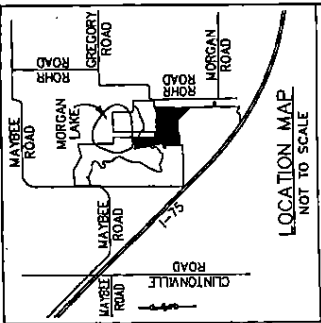
*Robert R. Drouillard*  
 ROBERT R. DROUILLARD DATE: MAY 20, 2024  
 LICENSED PROFESSIONAL SURVEYOR NO. 400162517  
 LEHNER ASSOCIATES, INC.  
 17001 NINETEEN MILE ROAD, SUITE 3  
 CLINTON TOWNSHIP, MI 48038  
 (586) 412-7150

<b>Lehner Associates, Inc.</b> 24724 Farmbrook Road Southfield, MI 48037-2087	
24724 Farmbrook Road Southfield, MI 48037-2087 Phone: (586) 412-7150 Fax: (586) 412-7114 www.lehnerassociates.com	DATE: 5/20/24 SHEET: 11-21 OF: 21 SCALE: 1" = 100' PROJECT: 21-008 R.R.D.: 21-008 PUBLIC UTILITY EASEMENT PLAN



EAGLE RIDGE ESTATES



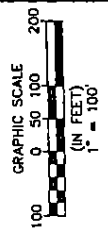


PROPOSED:  
*Robert R. Drouillard*  
 ROBERT R. DROUILLARD DATE: MAY 20, 2021  
 LICENSED PROFESSIONAL SURVEYOR NO. 4001052517  
 LEHNER ASSOCIATES, INC.  
 17001 19 MILE ROAD, SUITE 3  
 CLINTON TOWNSHIP, MI 48038  
 (586) 412-7050

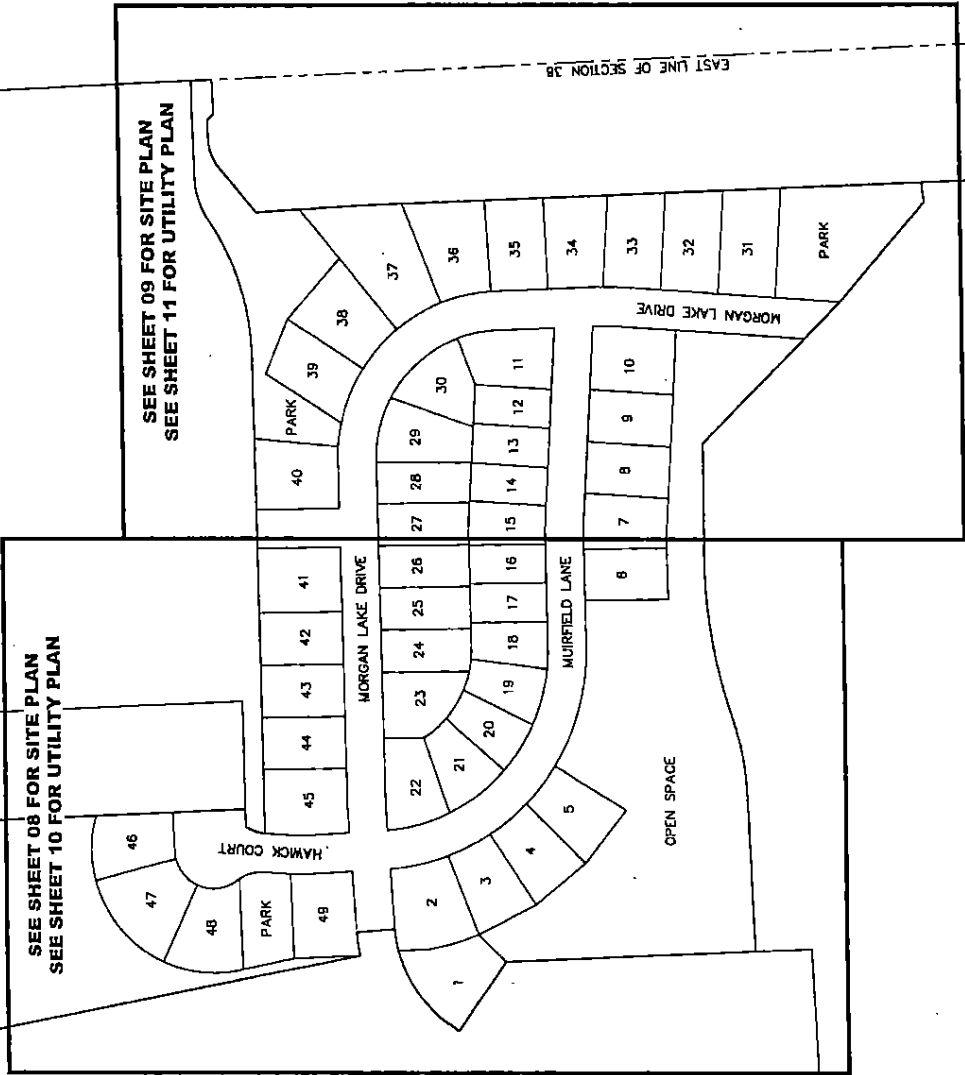
**Lehner Associates, Inc.**  
 17001 19 Mile Road, Suite 3  
 Clinton Township, MI 48038  
 P: 586.412.7050  
 F: 586.412.7114  
 www.lehnerassociates.com

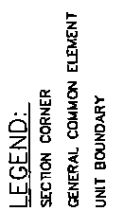
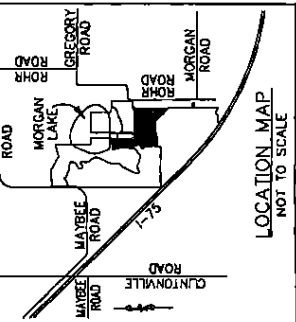
Scale: 1" = 100'  
 Date: 03-11-21  
 Job: 17001 19 Mile Road, Suite 3  
 Sheet: 08 OF 16  
 Project: R.R.D. 21-008

COMPOSITE PLAN



EAGLE RIDGE ESTATES





**NOTES:**  
 1. REFER TO SHEET 13 AND 14 FOR LINE DATA  
 2. REFER TO SHEET 15 FOR CURVE DATA  
 3. REFER TO SHEET 16 FOR COORDINATE DATA

UNIT	BUILDING ENVELOPE (SQ. FT.)	FRONT SETBACK (FT)	SIDE SETBACK (FT)	REAR SETBACK (FT)
1	3847	30	10	35
2	4688	30	10	35
3	4223	30	10	35
4	4507	25	10	35
5	4582	25	10	35
6	3900	30	10	35
16	2400	25	10	35
17	2400	25	10	35
18	2675	25	10	35
19	3063	25	10	35
20	2946	25	10	35
21	3594	25	10	35
22	3520	25	10	35
23	3218	25	10	35
24	3638	25	10	35
25	3672	25	10	35
26	3679	25	10	35
41	3900	30	10	35
42	3900	30	10	35
43	3900	30	10	35
44	3900	30	10	35
45	3978	30	10	35
46	3654	35	10	35
47	5440	35	10	35
48	4063	35	10	35
49	4047	25	10	35

PROPOSED:  
 ROBERT R. DROULLARD DATE: 5/20/2021  
 LICENSED PROFESSIONAL SURVEYOR NO. 4001052517  
 LEHNER ASSOCIATES, INC.  
 17001 NINETEEN MILE ROAD, SUITE 3  
 CLINTON TOWNSHIP, MI 48038  
 (586) 412-7050



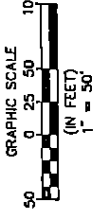
**Lehner Associates, Inc.**  
 17001 Nineteen Mile Road, Suite 3  
 Clinton Township, MI 48038  
 Phone: 586.412.7050  
 Fax: 586.412.7114  
 www.lehnerassoc.com

**Lehner Associates, Inc.**  
 EAGLE RIDGE, L.L.C.  
 24724 FARMERBROOK ROAD  
 SOUTHFIELD, MI 48037-2087

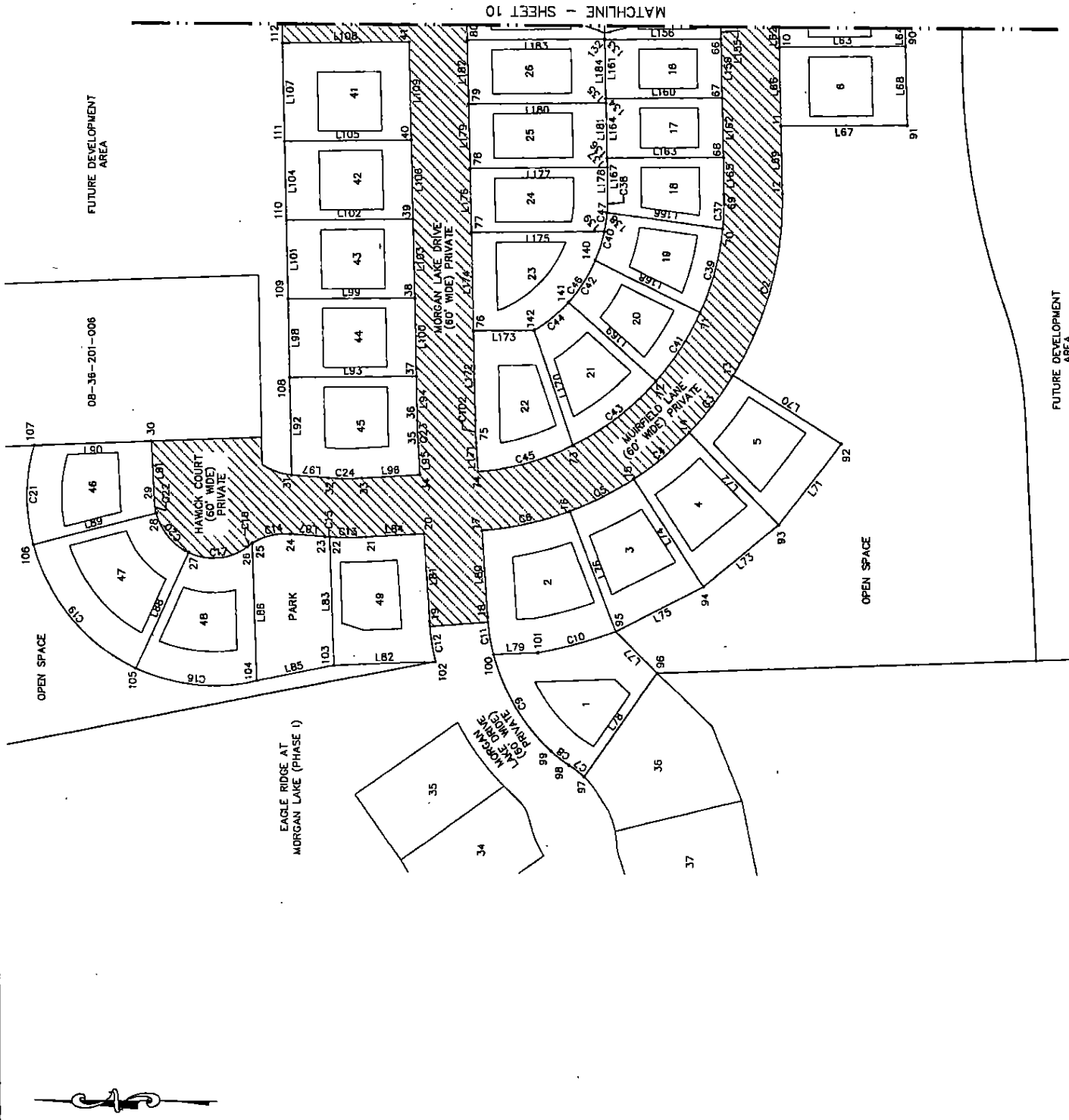
**UNIT DATA**

UNIT NO.	AREA (SQ. FT.)	PERCENTAGE OF TOTAL AREA
03-11-21	1,000	1.00%
09 OF 16	1,000	1.00%
21-008	1,000	1.00%

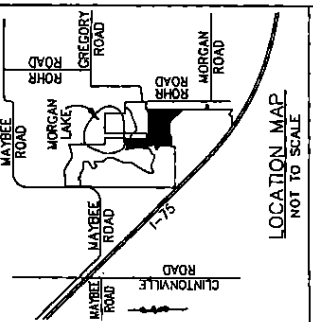
**SITE PLAN (WEST)**



EAGLE RIDGE ESTATES



**LEGEND:**  
 SECTION CORNER  
 GENERAL COMMON ELEMENT  
 UNIT BOUNDARY



**NOTES:**  
 1. REFER TO SHEET 13 AND 14 FOR LINE DATA  
 2. REFER TO SHEET 15 FOR CURVE DATA  
 3. REFER TO SHEET 16 FOR COORDINATE DATA

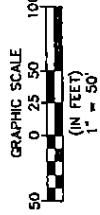
UNIT	BUILDING ENVELOPE (SQ. FT.)	FRONT SETBACK (FT.)	SIDE SETBACK (FT.)	REAR SETBACK (FT.)
1	4035	30	10	35
2	3922	30	10	35
3	3914	30	10	35
4	3903	30	10	35
5	3841	25	10	35
6	2400	25	10	35
7	2400	25	10	35
8	2597	25	10	35
9	3710	25	10	35
10	3600	25	10	35
11	5160	25	10	35
12	4414	25	10	35
13	5823	30	10	50
14	5160	30	10	50
15	4504	30	10	50
16	4358	30	10	50
17	4239	30	10	50
18	5384	30	10	50
19	7158	30	10	50
20	5795	30	10	35
21	4946	30	10	35
22	4120	30	10	35



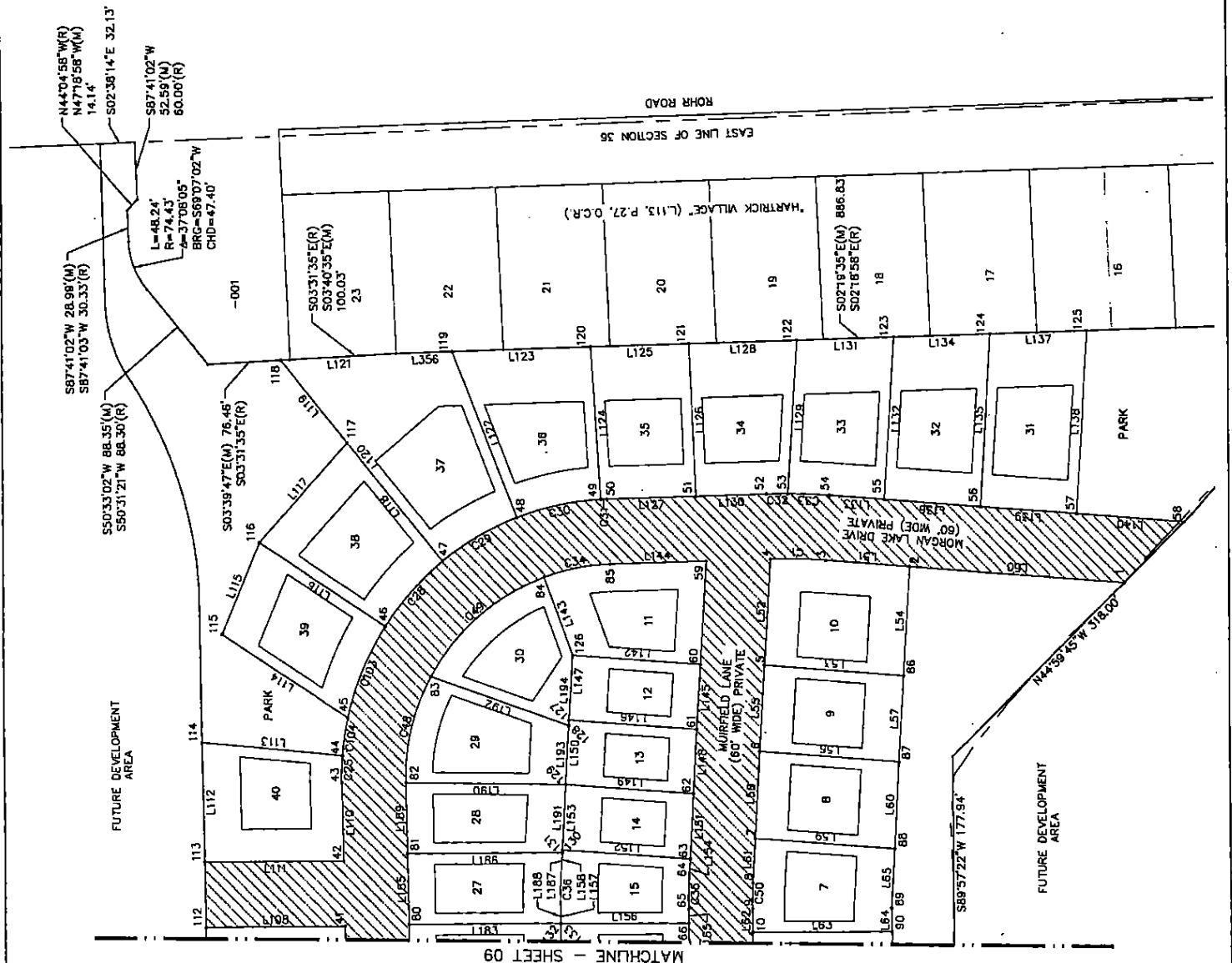
PROPOSED:  
 5/20/2021  
 ROBERT R. DROUILLARD DATE: MAY 20, 2021  
 LICENSED PROFESSIONAL SURVEYOR NO. 4001052317  
 LEHNER ASSOCIATES, INC.  
 17001 NINETEEN MILE ROAD, SUITE 3  
 CLINTON TOWNSHIP, MI 48038  
 (586) 412-7050

**Lehner Associates, Inc.**  
 17001 Nineteen Mile Road, Suite 3  
 Clinton Township, MI 48038  
 P.O. Box 1127050  
 Farmington Hills, MI 48334  
 Phone: 586.412.7050  
 Fax: 586.412.7114  
 www.lehnerassociates.com

**SITE PLAN (EAST)**



EAGLE RIDGE ESTATES



MATCHLINE - SHEET 09



**LEGEND**

- PROPOSED STORM SEWER
- EXISTING STORM SEWER
- PROPOSED SANITARY SEWER
- EXISTING SANITARY SEWER
- PROPOSED WATER MAIN
- EXISTING WATER MAIN
- PROPOSED STORM SQ. CATCH BASIN
- PROPOSED STORM ROUND CATCH BASIN
- PROPOSED STORM MANHOLE
- PROPOSED SANITARY MANHOLE
- PROPOSED FIRE HYDRANT
- EXISTING FIRE HYDRANT
- PROPOSED END SECTION
- PROPOSED VALVE IN WELL
- SECTION CORNER

**UTILITY NOTES:**

SANITARY SEWER AND WATER MAIN PROVIDED BY INDEPENDENCE TOWNSHIP. EXISTING WATER SEWER AND WATER MAIN ARE AS-BUILT. PROPOSED SANITARY SEWER AND WATER MAIN ARE FROM APPROVED ENGINEERING PLANS PREPARED BY KIETT ENGINEERING, INC., AND MUST BE BUILT.

STORM SEWER IS A PRIVATELY MAINTAINED SYSTEM. EXISTING STORM SEWER IS AS-BUILT. PROPOSED STORM SEWER IS FROM APPROVED ENGINEERING PLANS PREPARED BY KIETT ENGINEERING, INC., AND MUST BE BUILT.

ELECTRIC PROVIDED BY DTE ENERGY. THE ELECTRICAL LOCATION WILL BE SHOWN ON THE FINAL AS-BUILT PLAN.

GAS PROVIDED BY CONSUMERS ENERGY. THE GAS LOCATION WILL BE SHOWN ON THE FINAL AS-BUILT PLAN.

TELEPHONE AND CABLE TV PROVIDED BY AT&T AND COMCAST. THE TELEPHONE AND CABLE TV LOCATION WILL BE SHOWN ON THE FINAL AS-BUILT PLAN.



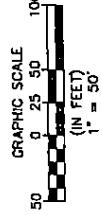
PROPOSED:

*Robert R. Drouillard*  
 ROBERT R. DROUILLARD DATE: MAY 20, 2021  
 LICENSED PROFESSIONAL SURVEYOR NO. 400162517  
 LEHNER ASSOCIATES, INC.  
 17001 NINETEEN MILE ROAD, SUITE 3  
 CLINTON TOWNSHIP, MI 48038  
 (586) 412-7050

**Lehner Associates, Inc.**  
 17001 19 Mile Road, Suite 3  
 Clinton Township, MI 48038  
 Phone: 586.412.7050  
 Fax: 586.412.7114  
 www.lehnerassociates.com

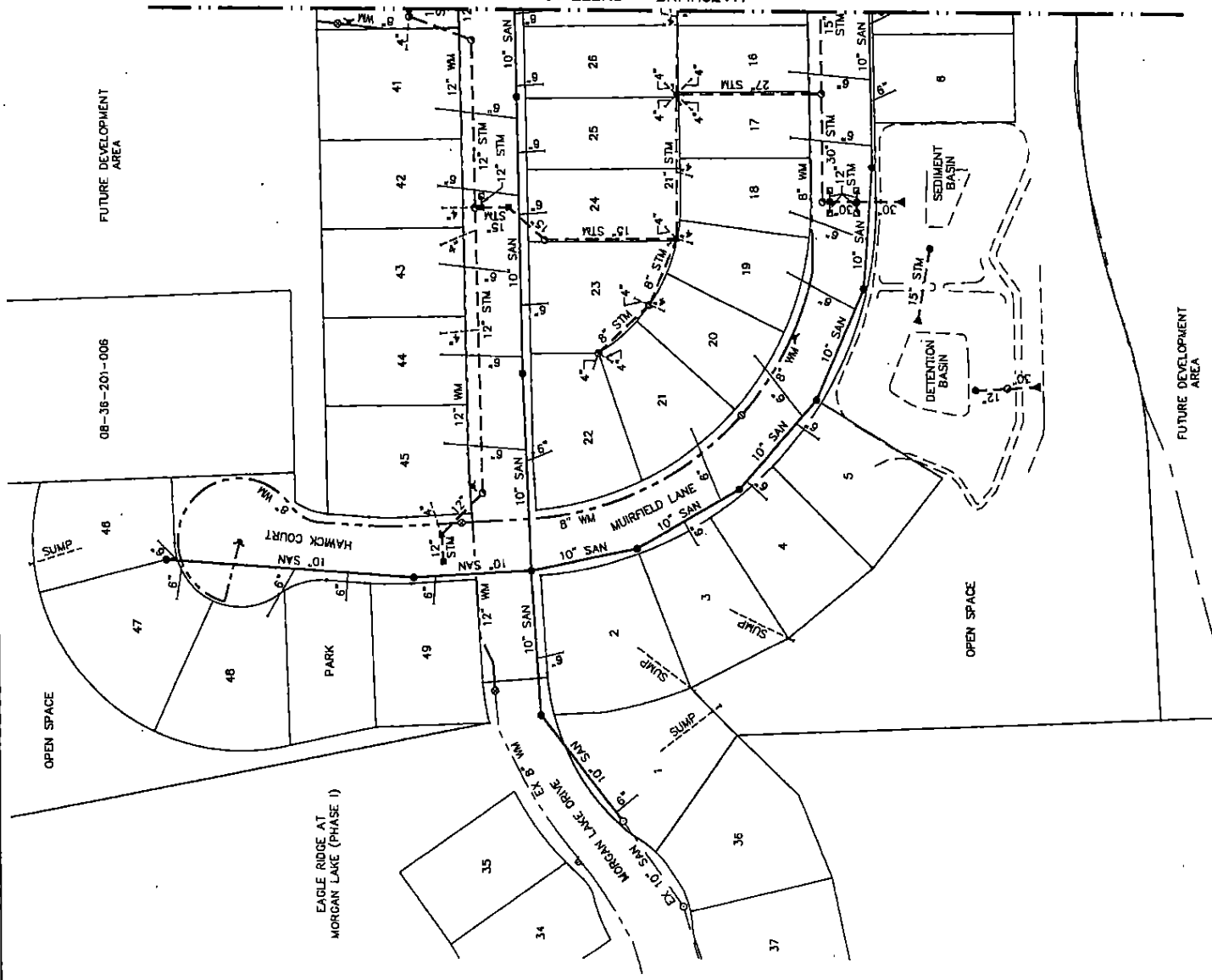
DATE	03-11-21	SCALE	1" = 50'
BY	RD	DATE	11 OF 16
CHECKED BY	RD	DATE	21-008

UTILITY PLAN (WEST)



EAGLE RIDGE ESTATES

MATCHLINE - SHEET 12



08-36-201-006

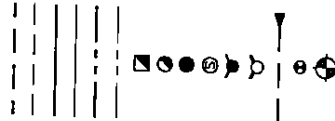
EAGLE RIDGE AT MORGAN LAKE (PHASE I)

OPEN SPACE

FUTURE DEVELOPMENT AREA

**LEGEND**

- PROPOSED STORM SEWER
- EXISTING STORM SEWER
- PROPOSED SANITARY SEWER
- EXISTING SANITARY SEWER
- PROPOSED WATER MAIN
- EXISTING WATER MAIN
- PROPOSED STORM SQ. CATCH BASIN
- PROPOSED STORM ROUND CATCH BASIN
- PROPOSED STORM MANHOLE
- PROPOSED SANITARY MANHOLE
- PROPOSED FIRE HYDRANT
- EXISTING FIRE HYDRANT
- PROPOSED END SECTION
- PROPOSED VALVE IN WELL
- SECTION CORNER



**UTILITY NOTES:**

SANITARY SEWER AND WATER MAIN PROVIDED BY INDEPENDENCE TOWNSHIP. EXISTING SANITARY SEWER AND WATER MAIN ARE AS-BUILT. PROPOSED SANITARY SEWER AND WATER MAIN ARE FROM APPROVED ENGINEERING PLANS PREPARED BY KIEFT ENGINEERING, INC. AND MUST BE BUILT.

STORM SEWER IS A PRIVATELY MAINTAINED SYSTEM. EXISTING STORM SEWER IS AS-BUILT. PROPOSED STORM SEWER IS FROM APPROVED ENGINEERING PLANS PREPARED BY KIEFT ENGINEERING, INC. AND MUST BE BUILT.

ELECTRIC PROVIDED BY DTE ENERGY. THE ELECTRICAL LOCATION WILL BE SHOWN ON THE FINAL AS-BUILT PLAN.

GAS PROVIDED BY CONSUMERS ENERGY. THE GAS LOCATION WILL BE SHOWN ON THE FINAL AS-BUILT PLAN.

TELEPHONE AND CABLE TV PROVIDED BY AT&T AND COMCAST. THE TELEPHONE AND CABLE TV LOCATION WILL BE SHOWN ON THE FINAL AS-BUILT PLAN.

PROPOSED:



ROBERT R. DROUILLARD DATE: 5/24/2021  
 LICENSED PROFESSIONAL SURVEYOR NO. 4001059317  
 LEHNER ASSOCIATES, INC.  
 17001 NINETEEN MILE ROAD, SUITE 3  
 CLINTON TOWNSHIP, MI 48036  
 (586) 412-7050

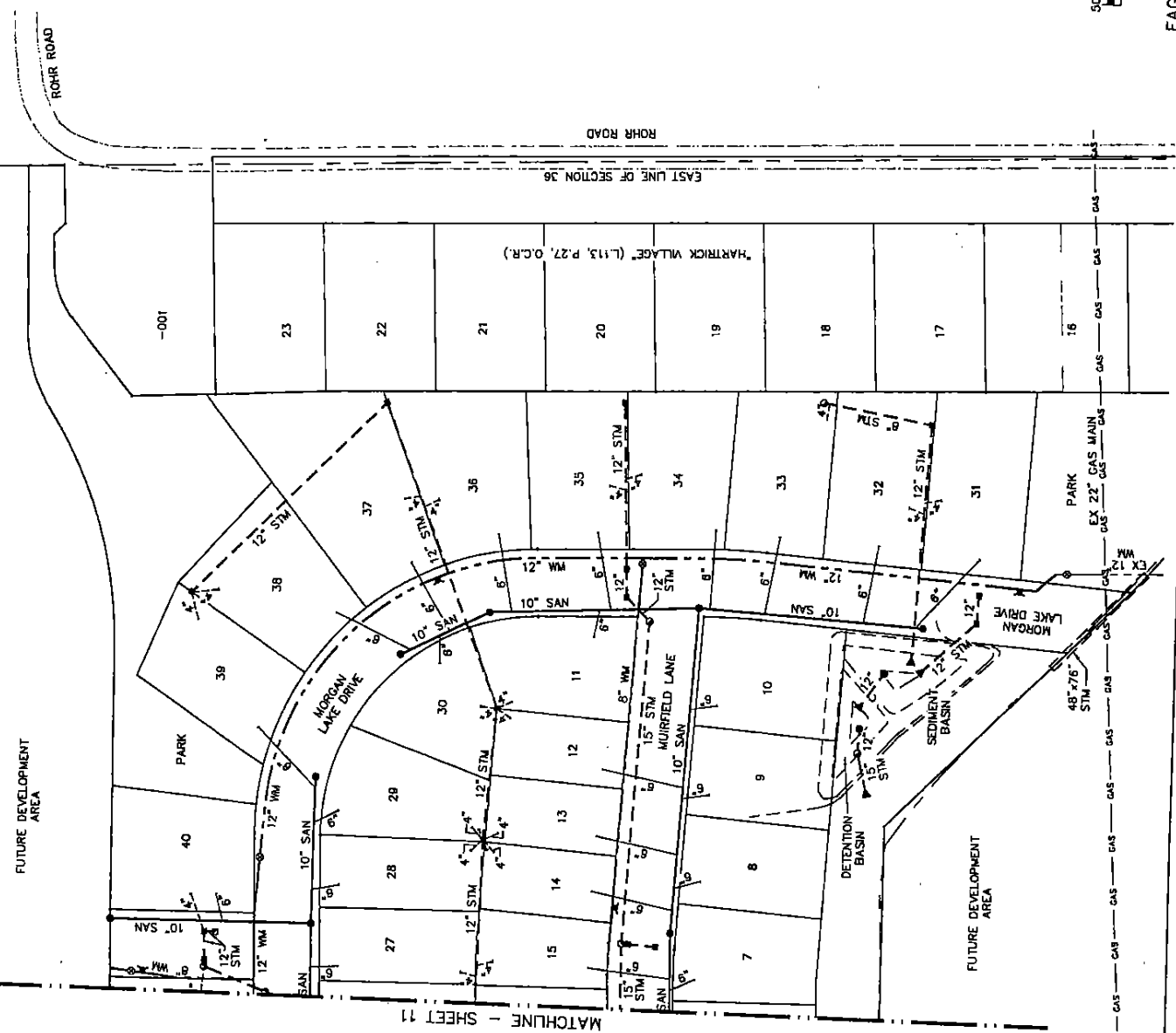
**Lehner Associates, Inc.**  
 17001 19 Mile Road, Suite 3  
 Clinton Township, MI 48036  
 P: 586-412-7050  
 F: 586-412-7114  
 www.lehnerassociates.com

**EAGLE RIDGE, L.L.C.**  
 24724 FARMBROOK ROAD  
 SOUTHFIELD, MI 48037-2067

DATE: 03-11-21  
 SCALE: 1" = 50'  
 SHEET: 12 OF 16  
 PROJECT: 21-008  
 UTILITY PLAN (WEST)



EAGLE RIDGE ESTATES



MATCHLINE - SHEET 11



LINE TABLE		
LINE #	BEARING	DISTANCE
L186	N00°53'59"W	144.52'
L187	N86°29'04"W	15.29'
L188	N89°14'11"E	13.07'
L189	N89°06'01"E	65.00'
L190	S00°08'37"W	149.36'
L191	N86°29'04"W	62.47'
L192	S18°56'16"W	135.85'
L193	N86°29'04"W	55.00'
L194	N86°29'04"W	65.00'
L356	S02°19'35"E	52.00'

LINE TABLE		
LINE #	BEARING	DISTANCE
L140	N03°40'43"E	101.09'
L142	S03°30'56"W	120.00'
L143	N69°35'21"E	75.95'
L144	S02°19'35"E	90.52'
L145	N86°29'05"W	60.00'
L146	S03°30'56"W	120.00'
L147	S86°29'04"E	60.00'
L148	N86°29'05"W	60.00'
L149	S03°30'56"W	120.00'
L150	S86°29'04"E	60.00'
L151	N86°29'05"W	60.00'
L152	S03°30'56"W	120.00'
L153	S86°29'04"E	60.00'
L154	N86°29'05"W	17.76'
L155	S89°14'11"W	13.04'
L156	N00°45'49"W	120.00'
L157	N89°14'11"E	13.04'
L158	N86°29'04"W	17.76'
L159	S89°14'11"W	60.00'
L160	N00°45'49"W	120.00'
L161	N89°14'11"E	60.00'
L162	S89°14'11"W	60.00'
L163	N00°45'49"W	120.00'
L164	N89°14'11"E	60.00'
L165	S89°14'11"W	37.29'
L166	N07°08'59"E	120.02'
L167	N89°14'11"E	37.29'
L168	N25°46'20"E	120.05'
L169	N41°17'19"E	120.01'
L170	N71°05'56"E	121.63'
L171	N86°19'21"E	28.51'
L172	N89°06'01"E	90.08'
L173	N00°53'59"W	62.57'
L174	N89°06'01"E	100.41'
L175	N00°53'59"W	137.00'
L176	N89°06'01"E	65.00'
L177	N00°53'59"W	141.53'
L178	S89°14'11"W	27.87'
L179	N89°06'01"E	65.00'
L180	N00°53'59"W	141.68'
L181	N89°14'11"E	65.00'
L182	N89°06'01"E	55.00'
L183	N00°53'59"W	141.83'
L184	S89°14'11"W	65.00'
L185	N89°06'01"E	65.00'

LINE TABLE		
LINE #	BEARING	DISTANCE
L95	N86°19'21"E	28.60'
L96	S03°40'43"E	59.65'
L97	S03°39'31"W	35.78'
L98	N89°06'01"E	90.00'
L99	S00°53'59"E	130.00'
L100	N89°06'01"E	80.00'
L101	N89°06'01"E	80.00'
L102	S00°53'59"E	130.00'
L103	N89°06'01"E	80.00'
L104	N89°06'01"E	80.00'
L105	S00°53'59"E	130.00'
L106	N89°06'01"E	80.00'
L107	N89°06'01"E	100.00'
L108	N00°53'59"W	130.00'
L109	N89°06'01"E	100.00'
L110	S89°06'01"W	71.21'
L111	N00°53'59"W	130.00'
L112	N89°06'01"E	110.10'
L113	N04°47'43"E	131.93'
L114	N32°51'59"E	140.00'
L115	S97°15'35"E	91.42'
L116	N32°51'59"E	140.00'
L117	S48°12'25"E	124.14'
L118	S50°43'12"W	140.00'
L119	S50°43'12"W	97.35'
L120	N50°43'12"E	237.35'
L121	S03°40'32"E	108.51'
L122	S68°34'25"W	163.30'
L123	S02°19'35"E	129.81'
L124	S66°25'38"W	140.08'
L125	S02°19'35"E	92.39'
L126	S87°40'25"W	140.00'
L127	N02°19'35"W	83.69'
L128	S02°19'35"E	101.09'
L129	N86°19'17"W	141.13'
L130	N02°19'35"W	66.41'
L131	S02°19'35"E	90.50'
L132	N86°19'17"W	149.25'
L133	N03°40'43"E	51.27'
L134	S02°19'35"E	90.50'
L135	N86°19'17"W	158.72'
L136	N03°40'43"E	90.00'
L137	S02°19'35"E	90.50'
L138	N86°19'17"W	168.19'
L139	N03°40'43"E	90.00'

LINE TABLE		
LINE #	BEARING	DISTANCE
L50	S03°40'43"W	201.18'
L51	S03°40'43"W	78.41'
L52	S86°29'04"E	97.33'
L53	S03°40'43"W	130.17'
L54	S86°34'51"E	100.00'
L55	S86°29'04"E	80.00'
L56	S03°40'43"W	130.30'
L57	S86°34'51"E	80.00'
L58	S86°29'04"E	80.00'
L59	S03°40'43"W	130.44'
L60	S86°34'51"E	80.00'
L61	S86°29'04"E	41.35'
L62	N89°14'12"E	21.67'
L63	S00°45'49"E	130.00'
L64	N89°14'11"E	21.67'
L65	S86°34'51"E	55.15'
L66	N89°14'12"E	80.00'
L67	S00°45'49"E	130.00'
L68	N89°14'11"E	80.00'
L69	N89°14'12"E	68.65'
L70	N31°17'12"E	130.11'
L71	N51°50'56"W	104.61'
L72	N45°01'15"E	130.21'
L73	N39°18'34"W	100.70'
L74	N56°39'10"E	130.00'
L75	N26°57'17"W	101.56'
L76	S68°46'43"W	130.00'
L77	N44°39'32"E	59.78'
L78	N54°21'57"W	130.53'
L79	N02°46'49"W	45.81'
L80	N86°19'21"E	87.96'
L81	N86°19'21"E	68.16'
L82	N02°29'35"W	104.46'
L83	S86°11'52"W	130.00'
L84	N03°40'39"W	59.65'
L85	N11°58'52"W	81.28'
L86	S88°11'52"W	139.83'
L87	N03°39'31"E	35.78'
L88	S65°21'15"E	130.00'
L89	S14°37'09"E	130.00'
L90	S02°27'38"E	120.28'
L91	N87°32'22"E	59.99'
L92	N89°06'01"E	97.82'
L93	S00°53'59"E	130.00'
L94	S89°06'01"W	44.28'

NOTE:

1. REFER TO SHEET 9 AND 10 FOR SITE PLAN



PROPOSED:

*Robert R. Drouillard*  
 ROBERT R. DROUILLARD DATE: MAY 20, 2021  
 LICENSED PROFESSIONAL SURVEYOR NO. 4001052317  
 LEHNER ASSOCIATES, INC.  
 17001 NINETEEN MILE ROAD, SUITE 3  
 CLINTON TOWNSHIP, MI 48038  
 (586) 412-7050

Lehner Associates, Inc. 17001 19 Mile Road, Suite 3 Clinton Township, MI 48038 P: 586.412.7050 F: 586.412.7114 www.lehnerassociates.com	EAGLE RIDGE, LLC 17001 19 Mile Road, Suite 3 Clinton Township, MI 48038 P: 586.412.7050 F: 586.412.7114
	STATE OF MICHIGAN PROFESSIONAL SURVEYOR LICENSE NO. 4001052317 EXPIRES 12-31-21 R.R.D. # 21-008

**WATER MAIN EASEMENT LINE TABLE**  
(REFER TO SHEET 03 FOR WATER MAIN EASEMENT PLAN)

LINE TABLE		
LINE #	BEARING	DISTANCE
L296	N89°08'01"E	12.09'
L297	S06°09'04"W	60.83'
L298	S00°53'59"E	64.13'
L299	N89°06'01"E	53.77'
L300	S85°42'47"E	94.65'
L302	S02°19'35"E	150.10'
L304	S03°40'43"W	243.78'
L305	S41°18'17"E	20.96'
L306	S48°40'43"W	12.00'
L307	N41°19'17"W	25.93'
L308	N03°40'43"E	248.75'
L310	N02°19'35"W	48.34'
L311	N86°29'04"W	339.23'
L312	S89°32'30"W	188.43'
L313	S88°14'12"W	65.97'
L315	N03°40'39"W	23.08'
L316	N03°40'39"W	23.50'
L317	S86°19'17"W	86.62'
L318	S63°48'21"W	27.06'
L319	S86°19'21"W	23.07'
L320	N03°40'39"W	12.00'
L321	N86°19'21"E	20.68'
L322	N63°48'21"E	27.06'
L323	N86°19'17"E	99.01'
L324	N03°40'39"W	54.15'
L326	N03°39'31"E	44.57'
L329	S75°24'22"E	55.65'
L330	S14°35'58"W	12.00'
L331	N75°24'22"W	67.71'
L334	S03°39'31"W	44.57'
L336	S03°40'39"E	54.15'
L337	N86°19'17"E	26.92'
L338	N87°32'26"E	29.55'
L339	N89°06'01"E	378.86'
L340	N00°53'59"W	64.87'
L341	N06°09'04"E	60.08'
L342	S03°40'39"E	23.50'
L343	S03°40'39"E	23.08'
L345	N88°14'12"E	64.62'
L346	N89°32'30"E	198.88'
L347	S86°29'04"E	336.42'
L348	N02°19'35"W	89.70'
L350	N65°42'47"W	94.11'
L351	S89°06'01"W	443.92'
L352	S87°32'26"W	29.26'
L353	S86°19'17"W	26.80'

**SANITARY SEWER EASEMENT LINE TABLE**  
(REFER TO SHEET 04 FOR SANITARY SEWER EASEMENT PLAN)

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S51°43'13"W	113.61'
L2	S86°19'21"W	123.82'
L3	S03°40'39"E	98.77'
L4	S03°39'31"W	239.36'
L5	N86°20'29"W	20.00'
L6	N03°39'31"E	238.07'
L7	N03°40'39"W	97.74'
L8	S87°46'57"W	169.22'
L9	S89°06'01"W	354.27'
L10	S00°53'59"E	182.00'
L11	S89°06'01"W	20.00'
L12	N00°53'59"W	182.22'
L13	N89°36'19"W	131.01'
L14	N00°21'41"E	20.00'
L15	S69°36'19"E	140.68'
L17	N89°06'01"E	363.33'
L18	N87°46'57"E	166.87'
L19	N11°59'20"W	86.51'
L26	N29°57'54"W	106.17'
L27	N48°42'17"W	105.55'
L28	N66°24'52"W	106.50'
L29	N85°34'26"W	107.29'
L30	S89°14'11"W	181.22'
L31	N86°29'05"W	260.60'
L32	S03°55'19"E	177.30'
L33	S26°58'14"E	97.87'
L34	S63°01'46"W	20.00'
L35	N26°58'14"W	102.01'
L36	N03°55'19"W	183.32'
L37	N02°47'36"E	214.53'
L38	S67°12'24"E	20.00'
L39	S02°47'36"W	204.10'
L40	S86°29'05"E	281.30'
L41	N89°14'11"E	181.38'
L42	S85°34'26"E	111.57'
L43	S66°24'52"E	113.00'
L44	S48°42'17"E	111.97'
L45	S29°57'54"E	112.64'
L46	S11°59'20"E	92.90'
L47	N86°19'21"E	118.95'
L48	N51°43'13"E	108.36'
L49	S35°28'55"E	20.02'

**STORM SEWER EASEMENT LINE TABLE**  
(REFER TO SHEET 05 FOR STORM SEWER EASEMENT PLAN)

LINE TABLE		
LINE #	BEARING	DISTANCE
L261	S89°14'11"W	20.00'
L262	N00°45'49"W	110.00'
L263	S89°14'11"W	87.29'
L264	N00°53'59"W	65.25'
L265	N89°06'01"E	20.00'
L266	S00°53'59"E	59.80'
L267	N00°53'59"W	123.74'
L268	N89°06'01"E	36.21'
L269	S41°27'13"W	28.51'
L270	S00°53'59"E	107.65'
L271	N89°14'11"E	170.33'
L272	S86°29'05"E	195.64'
L273	N69°35'23"E	73.58'
L274	S69°35'21"W	77.82'
L275	N86°29'04"W	199.87'
L276	S89°14'13"W	63.04'
L277	S00°45'49"E	110.00'
L278	S02°19'35"E	80.44'
L279	S86°19'17"E	129.61'
L280	S03°40'43"W	20.00'
L281	N86°19'17"W	127.50'
L282	S02°19'35"E	256.88'
L283	N87°40'25"E	110.00'
L284	S02°19'35"E	20.00'
L285	S87°40'25"W	110.00'
L286	S02°19'35"E	201.80'
L287	S40°34'06"E	117.41'
L288	S48°12'25"E	117.10'
L289	S67°15'35"E	91.75'
L290	S32°51'59"W	30.47'
L291	N87°15'35"W	91.42'
L292	N48°12'25"W	124.14'
L293	N40°34'06"W	129.81'
L294	N02°19'35"W	594.79'
L295	S86°19'17"E	30.17'

**PUBLIC UTILITY EASEMENT LINE TABLE**  
(REFER TO SHEET 06 FOR PUBLIC UTILITY EASEMENT PLAN)

LINE TABLE		
LINE #	BEARING	DISTANCE
L195	S86°34'51"E	13.07'
L196	S02°47'36"W	115.03'
L197	S86°29'05"E	271.05'
L198	N89°14'11"E	181.46'
L199	S85°34'26"E	113.71'
L200	S88°24'52"E	118.24'
L201	S48°42'17"E	115.17'
L202	S29°57'54"E	115.87'
L203	S11°59'20"E	85.83'
L204	N86°19'21"E	107.19'
L205	N51°43'13"E	115.26'
L206	N54°31'04"E	36.34'
L207	S54°21'57"E	12.54'
L208	S86°19'21"W	87.96'
L209	S89°14'12"W	170.33'
L210	N86°29'04"W	298.68'
L211	N03°40'43"E	78.41'
L212	N11°16'04"W	10.00'
L213	N86°19'21"E	18.57'
L214	N63°49'21"E	15.68'
L215	N86°19'21"E	40.10'
L216	N03°40'39"W	41.92'
L217	N03°39'31"E	96.35'
L217	N75°24'22"W	3.08'
L218	N87°32'22"E	39.28'
L219	S02°27'38"E	10.00'
L220	S87°32'22"W	59.99'
L221	S03°39'31"W	35.78'
L222	S03°40'39"E	59.65'
L223	S86°19'21"W	88.16'
L224	N89°06'01"E	10.08'
L225	S03°39'31"W	35.78'
L226	S03°40'39"E	43.65'
L227	N86°19'21"E	18.80'
L228	N89°06'01"E	358.28'
L228	N00°53'59"W	114.00'
L230	N89°06'01"E	16.00'
L231	S00°53'59"E	130.00'
L232	S89°06'01"W	384.28'
L233	S86°19'21"W	28.60'
L234	N03°40'39"W	59.65'
L235	N03°39'31"E	35.78'
L236	N00°53'59"W	136.00'
L237	N89°06'01"E	12.00'
L238	S00°53'59"E	115.52'
L239	S85°42'47"E	48.52'

LINE TABLE		
LINE #	BEARING	DISTANCE
L240	N89°06'01"E	9.90'
L241	S02°19'35"E	150.10'
L242	S03°40'43"W	340.85'
L243	N48°58'41"W	3.20'
L244	N44°59'45"W	9.93'
L245	N03°40'43"E	332.35'
L246	N02°19'35"W	150.10'
L247	S89°06'01"W	71.21'
L248	N86°29'05"W	292.54'
L249	S89°14'11"W	170.33'
L250	N86°19'21"E	28.51'
L251	N89°06'01"E	515.49'
L252	S02°19'35"E	90.52'
L253	N86°29'05"W	277.21'
L254	S89°14'11"W	226.93'
L255	N87°46'57"E	112.34'
L256	N89°06'01"E	249.77'
L257	N89°06'01"E	113.94'
L258	S89°38'19"E	121.33'
L259	S28°58'14"E	88.76'
L260	S03°35'19"E	112.31'



PROPOSED:  
*Robert R. Drouillard*  
ROBERT R. DROUILLARD DATE: MAY 20, 2021  
LICENSED PROFESSIONAL SURVEYOR NO. 4001052517  
LEHNER ASSOCIATES, INC.  
17001 NINETEEN MILE ROAD, SUITE 3  
CLINTON TOWNSHIP, MI 48036  
(986) 412-7050

**Lehner Associates, Inc.**  
20000 Eureka Michigan Street  
Clinton Township, MI 48038  
c: 586.412.7050  
f: 586.412.7714  
www.lehnerassociates.com

CLIENT: EAGLE RIDGE, LLC  
EAGLE RIDGE, LLC  
SOUTHFIELD, MI 48037-2087

DATE: 05-11-21  
DRAWN BY: SJK  
CHECKED BY: SJK  
SCALE: AS SHOWN  
SHEET NO: 21-008  
TOTAL SHEETS: 21

LINE TABLES

EAGLE RIDGE ESTATES

WATER MAIN EASEMENT CURVE TABLE  
(REFER TO SHEET 03 FOR WATER MAIN EASEMENT PLAN)

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C80	375.49'	258.00'	85°23'12"	S44°01'11"E	343.21'
C91	58.48'	588.00'	6°00'18"	S00°40'34"W	58.46'
C92	57.22'	546.00'	6°00'18"	N00°40'34"E	57.20'
C93	380.31'	294.00'	74°06'59"	N40°44'09"W	354.34'
C94	36.36'	284.00'	7°20'10"	N00°00'34"W	36.34'
C95	38.37'	43.00'	51°07'20"	N29°13'11"E	37.11'
C96	188.86'	51.00'	21°25'51"	N51°56'04"W	87.69'
C97	248.12'	63.00'	22°53'08"	S58°02'42"E	116.13'
C98	27.66'	31.00'	51°07'20"	S29°13'11"W	26.75'
C99	34.83'	272.00'	7°20'10"	S00°00'34"E	34.80'
C100	363.44'	282.00'	73°50'32"	S40°35'55"E	338.80'
C101	358.02'	246.00'	83°23'12"	N44°01'11"W	327.25'

STORM SEWER EASEMENT CURVE TABLE  
(REFER TO SHEET 05 FOR STORM EASEMENT PLAN)

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C84	179.01'	170.00'	60°20'01"	N60°35'49"W	170.86'
C85	104.85'	150.00'	40°03'03"	S52°24'38"E	102.73'
C86	27.31'	150.00'	10°25'49"	S85°33'00"E	27.27'
C87	38.09'	510.00'	4°16'45"	S88°37'23"E	38.08'
C88	20.01'	200.00'	5°43'55"	S20°24'39"E	20.00'
C89	36.60'	490.00'	4°16'45"	N88°37'31"W	36.59'

PUBLIC UTILITY EASEMENT CURVE TABLE  
(REFER TO SHEET 06 FOR PUBLIC UTILITY EASEMENT PLAN)

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C51	19.48'	86.77'	12°51'57"	S37°09'33"W	19.44'
C52	23.30'	98.22'	13°35'39"	S37°51'40"W	23.25'
C53	149.06'	200.00'	42°41'55"	S63°44'51"W	143.84'
C54	4.54'	200.00'	17°17'59"	S65°44'48"W	4.54'
C55	509.86'	340.00'	65°55'14"	N47°48'12"W	463.41'
C56	23.90'	320.00'	4°16'45"	N88°37'31"W	23.89'
C57	51.67'	500.00'	5°55'16"	N00°43'05"E	51.65'
C58	43.34'	270.00'	9°11'53"	N81°43'25"E	43.30'
C59	25.03'	57.00'	25°09'24"	N23°57'52"W	24.83'
C60	0.82'	70.00'	0°30'30"	N36°17'19"W	0.82'
C61	45.71'	70.00'	37°24'55"	N17°19'37"W	44.90'
C62	130.07'	73.00'	102°05'22"	N82°58'40"E	113.53'
C63	128.94'	60.00'	124°04'56"	S25°29'54"W	105.99'
C64	47.01'	67.00'	40°12'05"	S16°26'31"E	46.05'
C65	42.25'	330.00'	7°20'10"	S00°00'34"E	42.22'
C66	42.02'	260.00'	9°15'36"	S81°41'33"W	41.97'
C67	3.03'	57.00'	3°02'47"	S05°10'58"W	3.03'
C68	33.29'	260.00'	7°20'10"	S00°00'34"E	33.27'
C69	26.47'	546.00'	2°46'40"	N87°42'41"E	26.47'
C70	25.70'	530.00'	2°46'40"	S87°42'41"W	25.69'
C71	34.57'	270.00'	7°20'10"	N00°00'34"W	34.55'
C72	2.23'	67.00'	1°54'22"	N04°36'42"E	2.23'
C73	417.39'	270.00'	88°34'23"	S46°36'47"E	377.05'
C74	59.74'	570.00'	6°00'18"	S00°40'34"W	59.71'
C75	58.69'	560.00'	6°00'18"	N00°40'34"E	58.67'
C76	401.93'	260.00'	86°34'23"	N48°36'47"W	363.09'
C77	28.38'	380.00'	4°16'45"	N88°37'27"W	28.37'
C78	418.67'	280.00'	85°40'15"	N47°55'42"W	380.74'
C79	22.79'	470.00'	2°46'40"	N87°42'41"E	22.78'
C80	309.18'	200.00'	88°34'23"	S46°36'47"E	279.30'
C81	29.57'	396.52'	4°16'24"	N88°37'22"W	29.57'
C82	333.24'	270.00'	70°42'56"	N43°18'16"W	312.48'
C83	120.30'	190.00'	36°16'40"	S60°01'53"E	118.30'

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	51.87'	500.00'	5°55'16"	N00°43'05"E	51.65'
C2	194.08'	340.00'	32°42'26"	S74°24'36"E	191.46'
C3	73.66'	340.00'	12°24'48"	S51°50'59"E	73.52'
C4	74.50'	340.00'	12°33'16"	S39°21'59"E	74.35'
C5	74.25'	340.00'	12°30'44"	S28°49'58"E	74.10'
C6	93.38'	340.00'	15°44'00"	S12°42'35"E	93.07'
C7	19.48'	86.77'	12°51'57"	N37°09'33"E	19.44'
C8	23.30'	98.22'	13°35'39"	S37°51'40"W	23.25'
C9	115.36'	200.00'	33°02'45"	S58°55'16"W	113.77'
C10	83.63'	470.00'	10°11'43"	S15°39'26"E	83.52'
C11	38.23'	200.00'	10°57'08"	S80°55'13"W	38.18'
C12	42.02'	260.00'	9°15'36"	S81°41'33"W	41.97'
C13	37.22'	330.00'	6°27'43"	S00°28'47"E	37.20'
C14	40.88'	67.00'	34°57'45"	N13°49'21"W	40.25'
C15	5.04'	330.00'	0°52'27"	S03°13'18"W	5.04'
C16	127.37'	190.00'	38°24'34"	S05°28'28"W	125.00'
C17	64.08'	60.00'	61°11'19"	S05°56'55"E	61.07'
C18	6.13'	67.00'	5°14'20"	N33°55'24"W	6.12'
C19	168.24'	190.00'	50°44'06"	S50°00'48"W	162.80'
C20	53.13'	60.00'	50°44'06"	S50°00'48"W	51.41'
C21	101.36'	190.00'	30°33'52"	N89°20'13"W	100.16'
C22	12.73'	60.00'	12°06'31"	S81°27'36"W	12.71'
C23	25.70'	530.00'	2°46'40"	S87°42'41"W	25.69'
C24	34.57'	270.00'	7°20'10"	S00°00'34"E	34.55'
C25	25.84'	260.00'	5°41'42"	N88°03'08"W	25.83'
C28	81.02'	260.00'	17°51'13"	N48°12'25"W	80.69'
C29	81.02'	260.00'	17°51'13"	N30°21'12"W	80.69'
C30	81.02'	260.00'	17°51'13"	N12°29'58"W	80.69'
C31	5.66'	260.00'	1°14'47"	N02°56'59"W	5.66'
C32	19.93'	560.00'	2°02'19"	N01°18'26"W	19.93'
C33	38.77'	560.00'	3°57'58"	N01°41'43"E	38.76'
C34	63.13'	200.00'	18°05'04"	N11°22'07"W	62.86'
C35	28.38'	380.00'	4°16'45"	N88°37'27"W	28.37'
C36	37.34'	500.00'	4°16'45"	N88°37'27"W	37.33'
C37	34.89'	280.00'	7°08'22"	S87°11'36"E	34.87'
C38	18.32'	180.00'	6°33'39"	S87°29'03"E	18.31'
C39	88.95'	280.00'	18°12'03"	S74°31'26"E	88.57'
C40	49.94'	180.00'	17°33'04"	S75°15'45"E	49.74'
C41	84.00'	280.00'	17°11'20"	S58°49'44"E	83.69'
C42	51.50'	160.00'	18°26'36"	S57°05'55"E	51.28'
C43	108.74'	280.00'	22°15'06"	S37°06'31"E	108.06'
C44	46.12'	160.00'	16°30'59"	S38°37'07"E	45.96'
C45	102.09'	280.00'	20°53'23"	S15°32'16"E	101.52'

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C46	128.41'	160.00'	45°56'56"	S54°21'00"E	124.99'
C47	37.48'	160.00'	13°25'18"	S84°03'12"E	37.39'
C48	102.67'	200.00'	29°24'44"	N76°11'37"W	101.54'
C49	143.38'	200.00'	41°04'36"	N40°56'57"W	140.33'
C50	23.90'	320.00'	4°16'45"	N88°37'33"W	23.89'
C102	22.79'	470.00'	2°46'40"	S87°42'41"W	22.78'
C103	91.90'	260.00'	20°15'08"	N67°15'35"W	91.42'
C104	35.48'	260.00'	7°49'08"	N81°7'43"W	35.45'

NOTE:

1. REFER TO SHEET 9 AND 10 FOR SITE PLAN



PROPOSED:  
 Robert R. Orquillaro  
 Robert R. Orquillaro, DATE: MAY 26, 2021  
 LICENSED PROFESSIONAL SURVEYOR NO. 4001052517  
 LEHNER ASSOCIATES, INC.  
 17001 19 Mile Road, Suite 3  
 Clinton Township, MI 48038  
 CANTON TOWNSHIP, MI 48008  
 (586) 412-7050

**Lehner Associates, Inc.**  
 17001 19 Mile Road, Suite 3  
 Clinton Township, MI 48038  
 P: 586-412-7050  
 F: 586-412-7114  
 www.lehnerassociates.com

DATE: 05-11-21  
 SCALE: AS SHOWN  
 SHEET NO: 21-008  
 CURVE TABLES



PROPOSED:  
 ROBERT R. DROUILLARD DATE: MAY 20, 2021  
 LICENSED PROFESSIONAL SURVEYOR NO. 4001052517  
 LEHNER ASSOCIATES, INC.  
 17001 NINETEEN MILE ROAD, SUITE J  
 CLINTON TOWNSHIP, MI 48038  
 (586) 412-7050

<b>Lehner Associates, Inc.</b> 24774 PARKWOOD SOUTHFIELD, MI 48037-2047		DATE: 05-11-21 SHEET: 16 OF 16 DRAWING FILE NO.: PROJECT: R.R.D. 21-008
Lechner Associates, Inc. is a Michigan Limited Liability Company. 17001 Nineteen Mile Road, Suite J Clinton Township, MI 48038 Phone: 586-412-7050 Fax: 586-412-7114		COORDINATE PLAN www.lehnerassociates.com

NOTE:  
 1. REFER TO SHEET 9 AND 10 FOR SITE PLAN

EAGLE RIDGE ESTAIRES

COORDINATE TABLE			COORDINATE TABLE			COORDINATE TABLE		
POINT #	NORTHING	EASTING	POINT #	NORTHING	EASTING	POINT #	NORTHING	EASTING
1	444235.20	13401685.51	50	444719.01	13401757.93	98	444804.91	13400631.38
2	444435.97	13401698.42	51	444635.39	13401761.32	99	444823.35	13400645.55
3	444514.22	13401703.45	52	444569.03	13401764.02	100	444882.08	13400742.99
4	444565.87	13401704.10	53	444549.11	13401764.47	101	444836.32	13400745.21
5	444571.83	13401606.95	54	444510.37	13401763.33	102	444841.90	13400735.04
6	444575.74	13401527.10	55	444459.21	13401760.04	103	445046.26	13400730.49
7	444581.64	13401447.25	56	444369.40	13401754.26	104	445125.77	13400713.62
8	444584.18	13401405.88	57	444279.58	13401748.49	105	445250.20	13400725.47
9	444584.75	13401382.09	58	444178.70	13401742.00	106	445354.82	13400850.21
10	444584.46	13401360.42	59	444066.13	13401701.65	107	445353.66	13400950.36
11	444583.40	13401280.43	60	444631.94	13401607.04	108	445091.01	13401020.66
12	444582.48	13401211.78	61	444635.62	13401547.15	109	445092.26	13401100.85
13	444633.94	13401027.36	62	444639.30	13401487.27	110	445093.52	13401180.84
14	444679.35	13400969.55	63	444642.88	13401427.38	111	445094.78	13401260.83
15	444736.83	13400922.39	64	444644.07	13401408.66	112	445096.35	13401360.82
16	444802.96	13400888.84	65	444644.75	13401381.29	113	445097.28	13401420.81
17	444893.75	13400868.46	66	444644.57	13401368.26	114	445099.02	13401530.90
18	444888.11	13400780.68	67	444643.77	13401308.26	115	445078.77	13401630.89
19	444947.87	13400776.57	68	444642.98	13401248.27	116	445044.43	13401715.21
20	444953.62	13400864.54	69	444642.48	13401210.98	117	444961.70	13401807.76
21	445033.15	13400860.72	70	444644.19	13401176.16	118	445023.33	13401883.12
22	445050.35	13400860.43	71	444667.82	13401090.79	119	444863.09	13401892.19
23	445055.38	13400860.71	72	444713.61	13401020.75	120	444733.39	13401897.46
24	445091.08	13400862.99	73	444799.78	13400955.55	121	444641.07	13401901.21
25	445130.17	13400853.38	74	444897.60	13400928.35	122	444540.06	13401905.31
26	445135.25	13400849.96	75	444899.43	13400956.81	123	444448.64	13401908.88
27	445195.99	13400843.63	76	444901.75	13401089.64	124	444359.21	13401912.66
28	445229.03	13400863.02	77	444903.33	13401170.04	125	444268.79	13401916.33
29	445230.82	13400895.59	78	444904.35	13401235.03	126	444751.72	13401614.40
30	445233.48	13400955.52	79	444905.37	13401300.02	127	444755.39	13401554.51
31	445089.47	13400923.05	80	444906.39	13401385.02	128	444755.70	13401549.52
32	445051.55	13400920.59	81	444907.41	13401430.01	129	444759.07	13401494.82
33	445017.00	13400920.59	82	444908.43	13401495.00	130	444762.75	13401434.74
34	444957.47	13400924.42	83	444884.20	13401583.61	131	444762.90	13401432.28
35	444959.30	13400952.96	84	444778.20	13401685.58	132	444764.57	13401387.24
36	444960.33	13400978.63	85	444716.57	13401697.87	133	444764.56	13401366.66
37	444961.02	13401022.90	86	444441.93	13401598.60	134	444763.76	13401306.66
38	444962.28	13401102.89	87	444446.70	13401518.74	135	444763.71	13401302.25
39	444963.54	13401182.88	88	444451.48	13401438.88	136	444762.96	13401246.67
40	444964.79	13401262.87	89	444454.77	13401383.82	137	444762.84	13401237.25
41	444966.36	13401362.86	90	444454.48	13401362.15	138	444763.27	13401191.09
42	444967.50	13401422.85	91	444453.41	13401282.16	139	444766.34	13401172.19
43	444968.54	13401519.87	92	444522.84	13400959.85	140	444775.82	13401142.99
44	444969.18	13401554.92	93	444567.46	13400877.59	141	444803.78	13401099.93
45	444970.66	13401639.24	94	444665.37	13400813.79	142	444839.19	13401070.62
46	444971.06	13401699.40	95	444755.90	13400767.76			
47	444973.06	13401740.17	96	444713.37	13400725.73			
48	444974.66	13401757.63	97	444789.42	13400619.64			