

OAKLAND COUNTY
REGISTER OF DEEDS

LIBER 56605 PAGE 209
\$21.00 MISC RECORDING
\$4.00 REMONUMENTATION
\$5.00 AUTOMATION
07/27/2021 11:53:38 AM RECEIPT# 144309
PAID RECORDED - Oakland County, MI
Lisa Brown, Clerk/Register of Deeds

2021 JUL 26 AM 11:08

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

JUL 27 2021

000366

5.00

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

MASTER DEED

THE MANORS OF WESTLAKE

This Master Deed is made and executed on this 21st day of JULY, 2021, by Westlake of Waterstone, L.L.C., a Michigan limited liability company, hereinafter referred to as "Developer", whose address is 48635 Van Dyke, Utica, Michigan 48317, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act".

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

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

ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as The Manors of Westlake, Oakland County

OK-AB

O.K. - RC

Condominium Subdivision Plan No. 2348 The Condominium Project is established in accordance with the Act. The Units contained in the Condominium are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project as are designated by the Master Deed.

ARTICLE II

LEGAL DESCRIPTION

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

PART OF THE NORTHWEST QUARTER OF SECTION 21 AND THE SOUTHWEST QUARTER OF SECTION 21, TOWN 5 NORTH, RANGE 10 EAST, OXFORD TOWNSHIP, OAKLAND COUNTY, MICHIGAN, BEING DESCRIBED AS:

BEGINNING AT THE WEST QUARTER POST OF SECTION 21; THENCE NORTH 01 DEGREES 49 MINUTES 06 SECONDS WEST 1454.75 FEET ALONG THE WEST LINE OF SECTION 21 TO THE WESTERLY CORNER OF WESTLAKE OF WATERSTONE, AS RECORDED IN LIBER 282 OF PLATS, PAGES 27 THRU 41 INCLUSIVE, OAKLAND COUNTY RECORDS; THENCE ALONG THE SOUTHERLY BOUNDARY OF WESTLAKE OF WATERSTONE THE FOLLOWING NINE (9) COURSES: NORTH 87 DEGREES 55 MINUTES 51 SECONDS EAST 135.00 FEET, SOUTH 01 DEGREES 49 MINUTES 06 SECONDS EAST 170.00 FEET, NORTH 87 DEGREES 55 MINUTES 51 SECONDS EAST 420.36 FEET, SOUTH 60 DEGREES 34 MINUTES 56 SECONDS EAST 116.68 FEET, NORTH 29 DEGREES 25 MINUTES 04 SECONDS EAST 90.00 FEET, SOUTH 60 DEGREES 34 MINUTES 56 SECONDS EAST 170.00 FEET, NORTH 29 DEGREES 25 MINUTES 04 SECONDS EAST 108.16 FEET, NORTHERLY ALONG A TANGENT CURVE CONCAVE TO THE WEST, HAVING A CENTRAL ANGLE 17 DEGREES 05 MINUTES 58 SECONDS, A RADIUS OF 200.00 FEET, AN ARC DISTANCE OF 59.69 FEET, AND WHOSE LONG CHORD BEARS NORTH 20 DEGREES 52 MINUTES 05 SECONDS EAST 59.47 FEET, AND SOUTH 75 DEGREES 51 MINUTES 12 SECONDS EAST 194.91 FEET TO AN INTERMEDIATE TRAVERSE LINE ALONG THE WEST SHORE OF WATERSTONE LAKE INTENDED TO WITNESS THE PROPERTY TO THE WESTERLY EDGE OF WATER OF WATERSTONE LAKE, SAID POINT LYING APPROXIMATELY 26 FEET NORTHWESTERLY OF THE EDGE OF WATER; THENCE ALONG THE INTERMEDIATE TRAVERSE LINE THE FOLLOWING FIVE (5) COURSES: SOUTH 24 DEGREES 18 MINUTES 07 SECONDS WEST 343.83 FEET, SOUTH 13 DEGREES 00 MINUTES 15 SECONDS WEST 333.88 FEET, SOUTH 28 DEGREES 44 MINUTES 00 SECONDS EAST 546.99 FEET, SOUTH 25 DEGREES 55 MINUTES 25 SECONDS WEST 324.62 FEET AND SOUTH 22 DEGREES 22 MINUTES 45 SECONDS EAST 447.49 FEET TO THE END OF THE

INTERMEDIATE TRAVERSE LINE, SAID POINT LYING 2 FEET WESTERLY OF THE EDGE OF WATER; THENCE SOUTH 22 DEGREES 17 MINUTES 37 SECONDS WEST 45.16 FEET; THENCE NORTH 67 DEGREES 42 MINUTES 25 SECONDS WEST 482.33 FEET; THENCE NORTH 72 DEGREES 52 MINUTES 57 SECONDS WEST 257.47 FEET; THENCE NORTH 58 DEGREES 58 MINUTES 48 SECONDS WEST 171.92 FEET; THENCE NORTH 82 DEGREES 04 MINUTES 04 SECONDS WEST 59.61 FEET; THENCE SOUTH 88 DEGREES 10 MINUTES 54 SECONDS WEST 226.24 FEET TO THE WEST LINE OF SECTION 21; THENCE NORTH 01 DEGREES 24 MINUTES 28 SECONDS WEST 173.45 FEET ALONG THE WEST LINE OF SECTION 21 TO THE POINT OF BEGINNING. CONTAINING 37.52 ACRES MORE OR LESS TO THE INTERMEDIATE TRAVERSE LINE AND 39.39 ACRES TO THE WESTERLY EDGE OF WATER OF WATERSTONE LAKE.

SUBJECT TO ANY AND ALL EASEMENTS AND RIGHTS OF WAY OF RECORD OR OTHERWISE.

Subject to all easements and restrictions of record and all governmental limitation.

Sidwell Number: 04-21-300-001

ARTICLE III

DEFINITIONS

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

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

Section 2. **Association.** "Association" means The Manors of Westlake Association organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

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

Association as provided for under the Michigan Nonprofit Corporation Act.

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

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

Section 6. Condominium Premises. "Condominium Premises" means and includes the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to The Manors of Westlake as described above.

Section 7. Condominium Project, Condominium or Project. "Condominium Project", "Condominium" or "Project" means The Manors of Westlake, a Condominium Project established in conformity with the provisions of the Act.

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

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

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

Section 11. Developer. "Developer" means Westlake of Waterstone LLC, a Michigan 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.

Section 12. First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-developer Co-owners are permitted to vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after 50% of the Units which may be created are sold or (b) mandatorily after the elapse of 54 months from the date of the first Unit conveyance or (c) mandatorily after 75% of all Units which may be created are sold, whichever first occurs.

Section 13. Transitional Control Date. "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the

votes which may be cast by eligible Co-owners unaffiliated with the Developer exceeds the votes which may be cast by the Developer.

Section 14. Unit or Condominium Unit. "Unit" or "Condominium Unit" each mean a single Unit in The Manors of Westlake as the same is described in Article V, Section 1 hereof and on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act. All structures and improvements now or hereafter located within the boundaries of a Unit shall be owned in their entirety by the Co-Owner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements.

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

ARTICLE IV

COMMON ELEMENTS

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

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

(a) **Land.** The land described in Article II (including park areas, cul-de-sac island and their landscape elements) hereof, excluding the portion of the land described in Article V, Section 1 below and in the Condominium Subdivision Plan as constituting the Condominium Units.

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

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

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

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

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

(g) **Storm Water Management System.** The Storm Water Management System which may ultimately be installed in the Condominium and the easements within which the same are located.

(h) **Sidewalks.** The sidewalks which will be installed within the Project.

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

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

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

(a) Co-owner Responsibilities.

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

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

(b) **Association Responsibilities.** The Costs of maintenance, repair and replacement of all General Common Elements shall be borne by the Association, subject to any provisions of the Bylaws expressly to the contrary. The Association shall not be responsible for performing any maintenance, any repair or replacement with respect to residences and their

appurtenances located within the Condominium Units. The Association shall be responsible for the maintenance, repair and replacement of any sidewalks abutting a General Common Element which are not the responsibility of any Unit owner.

Section 3. Utility Systems. Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunications system, if and when constructed, described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment, and the telecommunications system, if and when constructed, shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatever with respect to the nature or extent of such interest, if any. The extent of the Developer's and Association's responsibility will be to see to it that telephone, electric, water, sanitary sewer and natural gas mains (but not cable television transmission lines) are installed within reasonable proximity to, but not within, the Units. Each Co-owner will be entirely responsible for arranging for and paying all costs in connection with extension of such utilities by laterals from the mains to any structures and fixtures located within the Units.

Section 4. Storm Water Management System Maintenance. The costs of maintenance, upkeep, repair, and replacement of the storm water management system shall be borne by the Association. In the event the Condominium is terminated or in the event the Association has failed to adequately perform its obligations to repair, maintain and replace utilities and storm water management facilities servicing the entire Project, such obligations shall continue to run with the land described in this Master Deed and shall be binding on, and are the obligations of, the owners of such land and their successors in title.

The Unit owners in the Condominium shall be responsible for their proportionate share of the maintenance, upkeep, repair, and replacement, including insurance premiums, relating to the Storm Water Management System (including, but not limited to, maintenance of the Storm Water Management System and the access drive and all storm water facilities and outlet pipes). In the event that the Association shall at any time fail to operate and maintain the Storm Water Management System in reasonable condition and order, Oxford Township ("Township") shall have the right but not the obligation to serve written notice upon the Association setting forth the manner in which the Association has failed to operate and maintain the Storm Water Management System in reasonable condition and order. The notice may include a demand that deficiencies in the operation and maintenance be cured within thirty (30) days thereof, and notify the Association of the date, time and place of a public hearing before the Township Board or such other boards or body of officials to whom the Township shall delegate such responsibility. At such hearing Township may modify the terms of the original notice of deficiencies in operation and maintenance and may grant an extension of time within which such deficiencies shall be cured. If the deficiencies set forth in the original notice or in the modification thereof, are not cured within said thirty (30) day period or any extensions of time granted at the hearing, the Township, in order to eliminate and cure the deficiencies in the operation and maintenance of the Storm Water Management System, may (but is not obligated to) enter upon the property and operate and maintain said Storm Water Management System. The Township shall have the right (but not the

obligation) to enter on to the Condominium Premises to effectuate the required repairs and modifications.

Should deficiencies in the operation and maintenance of the Storm Water Management System be determined by the Township to constitute an impending danger to health, safety and welfare of the public, or a public or private nuisance, or if the system is not being maintained adequately to permit safe access by users and emergency vehicles, the Township shall have the right but not the obligation to take immediate correction action and summarily abate such danger or nuisance or impairment of safe access.

The actual costs and expenditures, including administration expenses, engineering and attorney fees, incurred by the Township as a result of its operation and maintenance of the Storm Water Management System or the summary abatement of an impending danger or nuisance or impairment of safe access in relation thereto, shall be at the expense of the Association and such costs and expenditures shall be assessed against the Units in the Condominium and become due, be collected and be returned for non-payment in the same manner and at the same time as ad valorem property tax levies of the Township.

The Township, at its option, shall be subrogated to any rights the Association may have in this Declaration for the imposition of assessments and the collection thereof in relation to the Storm Water Management System.

The provisions contained in this Article IV, Section 4, shall not be amended in any way without the prior written consent of the Township.

Section 5. Road Improvement Special Assessment. All road improvement special assessments levied by any public authority shall be assessed in accordance with Section 131 of 1978 PA 59 as amended (MCL 559.231). The Association shall be vested with the power and authority to sign petitions requesting establishment of a special assessment district pursuant to provisions of applicable Michigan statutes for improvement of public roads within or adjacent to the condominium premises upon approval by affirmative vote of not less than 51% of the co-owners that own units within the special assessment district.

Section 6. Use of Units and Common Elements. No Co-owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Description of Units. Each Unit in the Condominium Project is described in

this paragraph with reference to the Condominium Subdivision Plan of The Manors of Westlake and attached hereto as Exhibit B. Each Unit shall consist of the land located within Unit boundaries as shown on Exhibit B hereto together with all appurtenances thereto.

Section 2. **Percentage of Value.** The percentage of value for each Unit is equal. The percentages of value were computed on the basis of comparative characteristics of the Units and concluding that there are not material differences among them insofar as the allocation of the Percentages of Value is concerned. The total value of the Project is precisely 100%. Please note, Units 68 has a slightly differently percentage assigned to preserve the total of 100%, but it shall be equal along with all of the other Units. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and expenses of the administration and the value of such Co-owner's vote at meetings of the Association of Co-owners. The percentage of value assigned to each Unit is as follows:

Unit Number	Percentage of Value Assigned
1	1.4706%
2	1.4706%
3	1.4706%
4	1.4706%
5	1.4706%
6	1.4706%
7	1.4706%
8	1.4706%
9	1.4706%
10	1.4706%
11	1.4706%
12	1.4706%
13	1.4706%
14	1.4706%
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60	1.4706%
61	1.4706%
62	1.4706%
63	1.4706%
64	1.4706%
65	1.4706%
66	1.4706%
67	1.4706%
68	1.4698%

ARTICLE VI

CONTRACTION OF CONDOMINIUM

Section 1. **Right to Contract.** As of the date this Master Deed is recorded, the Developer intends to establish a Condominium Project consisting of 68 Units on the land described in Article II hereof all as shown on the Condominium Subdivision Plan. Developer reserves the right, however, to establish a Condominium Project consisting of fewer Units than described above and to withdraw from the Project all or some portion of the land described in Article II hereof (the "Contractible Area"). Therefore, any other provisions of this Master Deed to the contrary notwithstanding, the number of Units in this Condominium Project may, at the option of the Developer, from time to time, within a period ending no later than 6 years from the date of recording this Master Deed, be contracted to any number determined by the Developer in its sole judgment, but in no event shall the number of Units be less than 2. There is no obligation on the part of the Developer to withdraw from the Condominium Project any of the Contractible Area, or any portion thereof, nor is there any obligation to withdraw the Contractible Area in any particular order.

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

Section 3. **Amendment of Master Deed.** Such contraction in size of this Condominium Project or subsequent expansion shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer or its successors and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of 100% for the entire Project resulting from such amendments to this Master Deed. The precise determination of the readjustment in percentage of value shall be within the sole judgment of the Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project.

Section 4. **Expansion After Contraction.** Any land withdrawn from the Condominium Project under this Article VI may be included as an area of future development and may be added back into the Condominium Project pursuant to Section 32 of the Michigan Condominium Act.

Section 6. **Consent of Interested Parties.** All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be

deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be proposed by Developer to effectuate the foregoing and to any proportions reallocation of percentages of value of Units which Developer may determine necessary in conjunction with such amendments. All such interested persons irrevocably appoint Developer as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be affected without the necessity of rerecording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

ARTICLE VII

CONVERTIBLE AREAS

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

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

Section 3. Compatibility of Improvements. All improvements, if any, constructed within the Convertible Areas described above shall be reasonably compatible with the structures on the other portion of the Condominium Project. No improvements, other than as above indicated, may be created on the Convertible Areas.

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

Section 5. Consent of Interested Persons. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments to this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of existing Units which Developer or its successors may determine necessary in conjunction

with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

ARTICLE VIII

EASEMENTS

Section 1. Easement for Utilities, Storm Water Management Facilities and Roads. There shall be easements to, through and over those portions of the land and improvements for the continuing maintenance, repair, replacement, enlargement of or tapping into all utilities in the Condominium, easements for the continuing maintenance, repair and replacement of all stormwater management facilities, and easements for roads in the Condominium to be granted to the Road Commission for Oakland County, the terms and legal descriptions for all of which are included in Exhibit B attached hereto.

Section 2. Rights Retained by Developer.

(a) **Utility Easements.** Developer also hereby reserves for the benefit of itself, its successors and assigns, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in the Condominium Premises, including, but not limited to, water, gas, storm sewers and sanitary sewer mains, if any. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium Premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement.

(b) **Sign Easements.** Developer reserves for the benefit of itself, its successors and assigns, an easement to construct and maintain anywhere within the Project a sign advertising Condominium Units in this Project and/or the Developer's new location. Developer also reserves an easement over the Project for the purpose of maintaining a sign advertising the future development of the Project.

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

(d) **Utility Dedication.** The Developer reserves the right at any time until the elapse of two (2) years after the expiration of the Development and Sales Period to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of utilities to governmental agencies or to utility companies. Any such easement or transfer of title may be conveyed by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B thereto, recorded in the Oakland County Records. All of the

Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing grant of easement or transfer of title

(e) **Road Dedication.** The Developer reserves the right at any time until the elapse of two (2) years after the expiration of the Development and Sales Period to dedicate to the public a right-of-way easement of such width as may be required by the local public authority over any or all of the roadways in The Manors of Westlake. Any such right-of-way dedication may be made by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B thereto, recorded in the Oakland County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing right-of-way dedication.

Developer intends to, and by recordation of this Master Deed reserves the right and power to, dedicate all the roads in the Condominium to public use, and all persons acquiring any interest in the Condominium, including without limitation all Co-owners and mortgagees, shall be deemed irrevocably to have appointed Developer, and/or its successors as agent and attorney-in-fact to make such dedication and to act in behalf of all co-owners and their mortgagees in any statutory or special assessment proceedings with respect to the dedicated roads. The foregoing rights and powers may be exercised by the Association upon transfer of the Developer's responsibility to the Association as set forth in the master deed or bylaws, after the transitional control date.

Section 3. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium; subject, however, to the approval of the Developer so long as the Development and Sales Period has not expired. No easements created under the Condominium Documents may be modified, nor may any of the obligations with respect thereto be varied, without the consent of each person benefitted or burdened thereby.

Section 4. Association and Developer Easements for Maintenance, Repair and Replacement. The Developer, the Association, all public or private utilities shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration, replacement or upkeep which they or any of them are required or permitted to perform under the Condominium Documents or by law or to respond to any emergency or common need of the Condominium. While it is intended that each Co-owner shall be solely responsible for the performance and costs of all maintenance, repair and replacement of and decoration of the

residence and all other appurtenance and improvements constructed or otherwise located within his Unit, it is nevertheless a matter of concern that a Co-owner may fail to properly maintain the exterior of his Unit in a proper manner and in accordance with the standards set forth in Article VI of the Bylaws. Therefore, in the event a Co-owner fails, as required by this Master Deed, the Bylaws or any Rules and Regulations promulgated by the Association, to properly and adequately maintain, decorate, repair, replace or otherwise keep his Unit or any improvements or appurtenances located therein, the Association (and/or the Developer during the Development and Sale Period) shall have the right, and all necessary easements in furtherance thereto, (but not the obligation) to take whatever reasonable action or actions it deems desirable to so maintain, decorate, repair or replace the Unit, all at the expense of the Co-owner of the Unit, Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at a future time. All costs incurred by the Association or the Developer in performing any responsibilities which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his annual assessment next falling due; further, the lien for nonpayment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

Section 5. Telecommunications Agreements. The Developer approval during the Construction and Sales Period (and thereafter the Association), shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein.

Section 6. Detention Pond Easement. This Condominium Project drains into a certain detention pond located with Westlake of Waterstone (an adjoining platted subdivision) pursuant the right reserved in Article II of the Declaration of Covenants, Conditions and Restrictions for Westlake of Waterstone, as recorded in Liber 25854, Page 210, Oakland County Records. The Co-owners of this Condominium Project shall be subject to payment (to the Westlake of Waterstone Association) of a pro rata share of the costs of maintenance, insurance and replacement of the detention basin.

Section 7. Sanitary Sewer Requirements. This Condominium Project is subject to a perpetual and permanent easement(s) in favor of the Oxford Township (referred to as "grantee"), and grantee's successors, assigns and transferees, in, over, under and through the property described as The Manors of Westlake, a Condominium Project, pursuant to this Master Deed as recorded in the Oakland County Register of Deeds, which easement(s) may not be amended or revoked except with the written approval of grantee, and which contains the following terms and conditions and grants the following rights:

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

The rights granted to Oxford Township/County of Oakland and their successors and assigns, under Article VIII, Section 7 of this Master Deed may not, however, be amended without the express written consent of the grantee hereunder. Any purported amendment or modification of the rights granted thereunder shall be void and without legal effect unless agreed to in writing by the grantee, its successors or assigns.

Section 8. Public Water Requirements. This Condominium Project subject to a perpetual and permanent easement(s) in favor of Oxford Township (referred to as "grantee"), and grantee's successors, assigns and transferees, in, over, under and through the property described as The Manors of Westlake, a Condominium Project, pursuant to this Master Deed as recorded in the Oakland County Register of Deeds, which easement(s) may not be amended or revoked except with the written approval of grantee, and which contains the following terms and conditions and grants the following rights:

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

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

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

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

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

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

The rights granted to Oxford Township and their successors and assigns, under Article VIII, Section 8 of this Master Deed may not, however, be amended without the express written consent of the grantee hereunder. Any purported amendment or modification of the rights granted thereunder shall be void and without legal effect unless agreed to in writing by the grantee, its successors or assigns.

Section 9. Easement Descriptions. The legal descriptions for the Road Easement, Storm Sewer Easement, Sanitary Sewer Easement and Water Main Easement depicted on Exhibit B attached hereto are as follows:

ROAD EASEMENT - ROADWAYS IN THE MANORS OF WESTLAKE

PART OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 21, TOWN 5 NORTH, RANGE 10 EAST, OXFORD TOWNSHIP, OAKLAND COUNTY, MICHIGAN, BEING DESCRIBED AS:

COMMENCING AT THE WEST QUARTER POST OF SECTION 21; THENCE NORTH 01 DEGREES 49 MINUTES 06 SECONDS WEST 56.40 FEET ALONG THE WEST LINE OF SECTION 21; THENCE NORTH 88 DEGREES 10 MINUTES 58 SECONDS EAST 60.00 FEET TO THE EAST RIGHT OF WAY LINE OF DUNLAP ROAD (VARIABLE WIDTH) AND THE POINT OF BEGINNING OF HIGHWAY EASEMENT; THENCE NORTH 88 DEGREES 10 MINUTES 58 SECONDS EAST 149.17 FEET; THENCE ALONG A TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A CENTRAL ANGLE OF 15 DEGREES 49 MINUTES 57 SECONDS, A RADIUS OF 430.00 FEET, AN ARC LENGTH OF 118.82 FEET, AND WHOSE CHORD BEARS SOUTH 83 DEGREES 54 MINUTES 03 SECONDS EAST 118.44

FEET; THENCE NORTH 18 DEGREES 00 MINUTES 57 SECONDS EAST 125.93 FEET;
 THENCE ALONG A TANGENT CURVE, CONCAVE TO THE WEST, HAVING A CENTRAL
 ANGLE OF 39 DEGREES 39 MINUTES 58 SECONDS, A RADIUS OF 200.00 FEET, AN ARC
 LENGTH OF 138.46 FEET, AND WHOSE CHORD BEARS NORTH 01 DEGREES 49
 MINUTES 02 SECONDS WEST 135.71 FEET; THENCE NORTH 21 DEGREES 39 MINUTES
 01 SECONDS WEST 143.79 FEET; THENCE ALONG A TANGENT CURVE, CONCAVE TO
 THE EAST, HAVING A CENTRAL ANGLE OF 19 DEGREES 49 MINUTES 59 SECONDS,
 A RADIUS OF 260.00 FEET, AN ARC LENGTH OF 90.00 FEET, AND WHOSE CHORD
 BEARS NORTH 11 DEGREES 44 MINUTES 01 SECONDS WEST 89.55 FEET; THENCE
 NORTH 01 DEGREES 49 MINUTES 02 SECONDS WEST 468.92 FEET; THENCE ALONG A
 TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A CENTRAL ANGLE OF
 111 DEGREES 04 MINUTES 35 SECONDS, A RADIUS OF 130.00 FEET, AN ARC LENGTH
 OF 252.02 FEET, AND WHOSE CHORD BEARS NORTH 53 DEGREES 43 MINUTES 16
 SECONDS EAST 214.37 FEET; THENCE SOUTH 70 DEGREES 44 MINUTES 26 SECONDS
 EAST 201.06 FEET; THENCE ALONG A TANGENT CURVE, CONCAVE TO THE NORTH,
 HAVING A CENTRAL ANGLE OF 04 DEGREES 06 MINUTES 05 SECONDS, A RADIUS
 OF 470.00 FEET, AN ARC LENGTH OF 33.64 FEET, AND WHOSE CHORD BEARS SOUTH
 72 DEGREES 47 MINUTES 29 SECONDS EAST 33.64 FEET; THENCE SOUTH 74 DEGREES
 50 MINUTES 31 SECONDS EAST 33.81 FEET; THENCE SOUTHERLY ALONG A
 TANGENT CURVE CONCAVE TO THE EAST, HAVING A CENTRAL ANGLE OF 08
 DEGREES 00 MINUTES 05 SECONDS, A RADIUS OF 430.00 FEET, AN ARC LENGTH OF
 60.05 FEET, AND WHOSE CHORD BEARS SOUTH 15 DEGREES 09 MINUTES 26
 SECONDS WEST 60.00 FEET; THENCE NORTH 74 DEGREES 50 MINUTES 31 SECONDS
 WEST 33.81 FEET; THENCE ALONG A TANGENT CURVE, CONCAVE TO THE NORTH,
 HAVING A CENTRAL ANGLE OF 04 DEGREES 06 MINUTES 07 SECONDS, A RADIUS
 OF 529.92 FEET, AN ARC LENGTH OF 37.94 FEET, AND WHOSE CHORD BEARS NORTH
 72 DEGREES 47 MINUTES 28 SECONDS WEST 37.93 FEET; THENCE NORTH 70
 DEGREES 44 MINUTES 26 SECONDS WEST 201.06 FEET; THENCE ALONG A TANGENT
 CURVE, CONCAVE TO THE SOUTHEAST, HAVING A CENTRAL ANGLE OF 111
 DEGREES 04 MINUTES 35 SECONDS, A RADIUS OF 70.00 FEET, AN ARC LENGTH OF
 135.71 FEET, AND WHOSE CHORD BEARS SOUTH 53 DEGREES 43 MINUTES 16
 SECONDS WEST 115.43 FEET; THENCE SOUTH 01 DEGREES 49 MINUTES 02 SECONDS
 EAST 468.92 FEET; THENCE ALONG A TANGENT CURVE, CONCAVE TO THE EAST,
 HAVING A CENTRAL ANGLE OF 19 DEGREES 49 MINUTES 59 SECONDS, A RADIUS
 OF 200.00 FEET, AN ARC LENGTH OF 69.23 FEET, AND WHOSE CHORD BEARS SOUTH
 11 DEGREES 44 MINUTES 01 SECONDS EAST 68.89 FEET; THENCE SOUTH 21 DEGREES
 39 MINUTES 01 SECONDS EAST 143.79 FEET; THENCE ALONG A TANGENT CURVE,
 CONCAVE TO THE WEST, HAVING A CENTRAL ANGLE OF 39 DEGREES 39 MINUTES
 58 SECONDS, A RADIUS OF 260.00 FEET, AN ARC LENGTH OF 180.00 FEET, AND
 WHOSE CHORD BEARS SOUTH 01 DEGREES 49 MINUTES 02 SECONDS EAST 176.43

FEET; THENCE SOUTH 18 DEGREES 00 MINUTES 57 SECONDS WEST 125.93 FEET; THENCE SOUTHEASTERLY ALONG A TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A CENTRAL ANGLE OF 09 DEGREES 00 MINUTES 17 SECONDS, A RADIUS OF 430.00 FEET, AN ARC LENGTH OF 67.58 FEET, AND WHOSE CHORD BEARS SOUTH 63 DEGREES 28 MINUTES 52 SECONDS EAST 67.51 FEET; THENCE SOUTH 58 DEGREES 58 MINUTES 43 SECONDS EAST 96.31 FEET; THENCE ALONG A TANGENT CURVE, CONCAVE TO THE NORTH, HAVING A CENTRAL ANGLE OF 99 DEGREES 30 MINUTES 12 SECONDS, A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 347.33 FEET, AND WHOSE CHORD BEARS NORTH 71 DEGREES 16 MINUTES 11 SECONDS EAST 305.30 FEET; THENCE NORTH 21 DEGREES 31 MINUTES 05 SECONDS EAST 101.96 FEET; THENCE ALONG A TANGENT CURVE, CONCAVE TO THE WEST, HAVING A CENTRAL ANGLE OF 54 DEGREES 48 MINUTES 18 SECONDS, A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 191.31 FEET, AND WHOSE CHORD BEARS NORTH 05 DEGREES 53 MINUTES 04 SECONDS WEST 184.10 FEET; THENCE NORTH 33 DEGREES 17 MINUTES 13 SECONDS WEST 190.50 FEET; THENCE ALONG A TANGENT CURVE, CONCAVE TO THE EAST, HAVING A CENTRAL ANGLE OF 31 DEGREES 28 MINUTES 11 SECONDS, A RADIUS OF 260.00 FEET, AN ARC LENGTH OF 142.81 FEET, AND WHOSE CHORD BEARS NORTH 17 DEGREES 33 MINUTES 07 SECONDS WEST 141.02 FEET; THENCE NORTH 01 DEGREES 49 MINUTES 02 SECONDS WEST 261.15 FEET; THENCE ALONG A TANGENT CURVE, CONCAVE TO THE EAST, HAVING A CENTRAL ANGLE OF 31 DEGREES 14 MINUTES 05 SECONDS, A RADIUS OF 430.00 FEET, AN ARC LENGTH OF 234.41 FEET, AND WHOSE CHORD BEARS NORTH 13 DEGREES 48 MINUTES 01 SECONDS EAST 231.52 FEET; THENCE NORTH 29 DEGREES 25 MINUTES 03 SECONDS EAST 262.10 FEET; THENCE ALONG A TANGENT CURVE, CONCAVE TO THE WEST, HAVING A CENTRAL ANGLE OF 17 DEGREES 05 MINUTES 58 SECONDS, A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 59.69 FEET, AND WHOSE CHORD BEARS NORTH 20 DEGREES 52 MINUTES 05 SECONDS EAST 59.47 FEET; THENCE SOUTH 75 DEGREES 51 MINUTES 12 SECONDS EAST 60.02 FEET; THENCE SOUTHERLY ALONG A TANGENT CURVE CONCAVE TO THE WEST, HAVING A CENTRAL ANGLE OF 16 DEGREES 40 MINUTES 39 SECONDS, A RADIUS OF 260.00 FEET, AN ARC LENGTH OF 75.68 FEET, AND WHOSE CHORD BEARS SOUTH 21 DEGREES 04 MINUTES 44 SECONDS WEST 75.41 FEET; THENCE SOUTH 29 DEGREES 25 MINUTES 03 SECONDS WEST 262.10 FEET; THENCE ALONG A TANGENT CURVE, CONCAVE TO THE EAST, HAVING A CENTRAL ANGLE OF 31 DEGREES 14 MINUTES 05 SECONDS, A RADIUS OF 370.00 FEET, AN ARC LENGTH OF 201.70 FEET, AND WHOSE CHORD BEARS SOUTH 13 DEGREES 48 MINUTES 01 SECONDS WEST 199.22 FEET; THENCE SOUTH 01 DEGREES 49 MINUTES 02 SECONDS EAST 261.15 FEET; THENCE ALONG A TANGENT CURVE, CONCAVE TO THE EAST, HAVING A CENTRAL ANGLE OF 31 DEGREES 28 MINUTES 11 SECONDS, A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 109.85 FEET, AND WHOSE CHORD BEARS SOUTH 17

DEGREES 33 MINUTES 07 SECONDS EAST 108.47 FEET; THENCE SOUTH 33 DEGREES 17 MINUTES 13 SECONDS EAST 190.50 FEET; THENCE ALONG A TANGENT CURVE, CONCAVE TO THE WEST, HAVING A CENTRAL ANGLE OF 54 DEGREES 48 MINUTES 18 SECONDS, A RADIUS OF 260.00 FEET, AN ARC LENGTH OF 248.70 FEET, AND WHOSE CHORD BEARS SOUTH 05 DEGREES 53 MINUTES 04 SECONDS EAST 239.32 FEET; THENCE SOUTH 21 DEGREES 31 MINUTES 05 SECONDS WEST 101.96 FEET; THENCE ALONG A TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A CENTRAL ANGLE OF 25 DEGREES 25 MINUTES 37 SECONDS, A RADIUS OF 260.00 FEET, AN ARC LENGTH OF 115.38 FEET, AND WHOSE CHORD BEARS SOUTH 34 DEGREES 13 MINUTES 53 SECONDS WEST 114.44 FEET; THENCE SOUTH 36 DEGREES 25 MINUTES 47 SECONDS EAST 42.06 FEET; THENCE ALONG A TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A CENTRAL ANGLE OF 45 DEGREES 05 MINUTES 55 SECONDS, A RADIUS OF 42.00 FEET, AN ARC LENGTH OF 33.06 FEET, AND WHOSE CHORD BEARS SOUTH 58 DEGREES 58 MINUTES 45 SECONDS EAST 32.21 FEET; THENCE SOUTHEASTERLY ALONG A TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A CENTRAL ANGLE OF 270 DEGREES 11 MINUTES 52 SECONDS, A RADIUS OF 60.00 FEET, AN ARC LENGTH OF 282.95 FEET, AND WHOSE CHORD BEARS SOUTH 53 DEGREES 34 MINUTES 14 SECONDS WEST 84.71 FEET; THENCE NORTHERLY ALONG A TANGENT CURVE CONCAVE TO THE WEST, HAVING A CENTRAL ANGLE OF 45 DEGREES 05 MINUTES 55 SECONDS, A RADIUS OF 42.00 FEET, AN ARC LENGTH OF 33.06 FEET, AND WHOSE CHORD BEARS NORTH 13 DEGREES 52 MINUTES 48 SECONDS WEST 32.21 FEET; THENCE NORTH 36 DEGREES 25 MINUTES 46 SECONDS WEST 42.06 FEET; THENCE WESTERLY ALONG A TANGENT CURVE CONCAVE TO THE NORTH, HAVING A CENTRAL ANGLE OF 60 DEGREES 49 MINUTES 30 SECONDS, A RADIUS OF 260.00 FEET, AN ARC LENGTH OF 276.01 FEET, AND WHOSE CHORD BEARS NORTH 89 DEGREES 23 MINUTES 28 SECONDS WEST 263.24 FEET; THENCE NORTH 58 DEGREES 58 MINUTES 43 SECONDS WEST 96.31 FEET; THENCE ALONG A TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A CENTRAL ANGLE OF 32 DEGREES 50 MINUTES 18 SECONDS, A RADIUS OF 370.00 FEET, AN ARC LENGTH OF 212.06 FEET, AND WHOSE CHORD BEARS NORTH 75 DEGREES 23 MINUTES 53 SECONDS WEST 209.17 FEET; THENCE SOUTH 88 DEGREES 10 MINUTES 58 SECONDS WEST 149.13 FEET; THENCE NORTH 01 DEGREES 51 MINUTES 07 SECONDS WEST 60.00 FEET TO THE POINT OF BEGINNING, CONTAINING 5.52 ACRES, MORE OR LESS.

SUBJECT TO ANY AND ALL EASEMENTS AND RIGHTS OF WAY OF RECORD OR OTHERWISE.

PERMANENT STORM SEWER EASEMENT – OFF-SITE

PART OF THE SOUTHWEST QUARTER AND NORTHWEST QUARTER OF SECTION 21, AND THE SOUTHWEST QUARTER OF SECTION 16. TOWN 5 NORTH, RANGE 10 EAST, OXFORD TOWNSHIP, OAKLAND COUNTY, MICHIGAN, BEING DESCRIBED AS:

PART OF THE NORTHWEST QUARTER OF SECTION 21, TOWN 5 NORTH, RANGE 10 EAST, OXFORD TOWNSHIP, OAKLAND COUNTY, MICHIGAN, BEING DESCRIBED AS:

COMMENCING AT THE SOUTHEAST CORNER OF WEST BAY PARK OF WESTLAKE OF WATERSTONE AS RECORDED IN LIBER 26002 OF PLATS, PAGES 167-172, OAKLAND COUNTY RECORDS; THENCE NORTH 29 DEGREES 25 MINUTES 04 SECONDS EAST 23.74 FEET ALONG THE NORTHERLY RIGHT OF WAY LINE OF WESTLAKE AVENUE (60.00 FEET WIDE) TO THE POINT OF BEGINNING; THENCE NORTH 38 DEGREES 15 MINUTES 21 SECONDS WEST 66.84 FEET; THENCE NORTH 51 DEGREES 44 MINUTES 39 SECONDS EAST 20.00 FEET; THENCE SOUTH 38 DEGREES 15 MINUTES 21 SECONDS EAST 58.62 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF WESTLAKE AVENUE; THENCE SOUTH 29 DEGREES 25 MINUTES 04 SECONDS WEST 21.62 FEET ALONG THE NORTHERLY RIGHT OF WAY LINE OF WESTLAKE AVENUE TO THE POINT OF BEGINNING.

TEMPORARY CONSTRUCTION EASEMENT – OFF-SITE

PART OF THE NORTHWEST QUARTER OF SECTION 21 AND THE SOUTHWEST QUARTER OF SECTION 16. TOWN 5 NORTH, RANGE 10 EAST, OXFORD TOWNSHIP, OAKLAND COUNTY, MICHIGAN.

COMMENCING AT THE SOUTHEAST CORNER OF WEST BAY PARK OF WESTLAKE OF WATERSTONE AS RECORDED IN LIBER 26002 OF PLATS, PAGES 167-172, OAKLAND COUNTY RECORDS; THENCE NORTH 29 DEGREES 25 MINUTES 04 SECONDS EAST 12.93 FEET TO THE POINT OF BEGINNING; THENCE NORTH 38 DEGREES 15 MINUTES 21 SECONDS WEST 80.94 FEET; THENCE NORTH 51 DEGREES 44 MINUTES 39 SECONDS EAST 40.00 FEET; THENCE SOUTH 38 DEGREES 15 MINUTES 21 SECONDS EAST 64.52 FEET; THENCE SOUTH 29 DEGREES 25 MINUTES 04 SECONDS WEST 10.81 FEET ALONG THE NORTHERLY RIGHT OF WAY LINE OF WESTLAKE AVENUE; THENCE NORTH 38 DEGREES 15 MINUTES 21 SECONDS WEST 58.62 FEET; THENCE SOUTH 51 DEGREES 44 MINUTES 39 SECONDS WEST 20.00 FEET; THENCE SOUTH 38 DEGREES 15 MINUTES 21 SECONDS EAST 66.84 FEET; THENCE SOUTH 29 DEGREES 25 MINUTES 04 SECONDS WEST 10.81 FEET ALONG THE NORTHERLY RIGHT OF WAY LINE OF WESTLAKE AVENUE TO THE POINT OF BEGINNING.

PERMANENT VARIABLE WIDTH SANITARY SEWER EASEMENT

A PERMANENT VARIABLE WIDTH SANITARY SEWER EASEMENT, BEING A PART OF THE SOUTHWEST QUARTER AND NORTHWEST QUARTER OF SECTION 21, TOWN 5 NORTH, RANGE 10 EAST, OXFORD TOWNSHIP, OAKLAND COUNTY, MICHIGAN, BEING DESCRIBED AS:

COMMENCING AT THE WEST QUARTER POST OF SECTION 21; THENCE SOUTH 01 DEGREES 24 MINUTES 28 SECONDS EAST 86.26 FEET TO ALONG THE WEST LINE OF SECTION 21; THENCE NORTH 88 DEGREES 35 MINUTES 32 SECONDS EAST 803.74 FEET TO THE POINT OF BEGINNING; THENCE NORTH 47 DEGREES 29 MINUTES 32 SECONDS EAST 13.55 FEET; THENCE SOUTH 40 DEGREES 04 MINUTES 25 SECONDS EAST 61.66 FEET; THENCE SOUTHEASTERLY ALONG A TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A CENTRAL ANGLE OF 220 DEGREES 57 MINUTES 10 SECONDS, A RADIUS OF 72.00 FEET, AN ARC LENGTH OF 277.66 FEET, AND WHOSE CHORD BEARS SOUTH 25 DEGREES 12 MINUTES 30 SECONDS WEST 134.90 FEET; THENCE NORTH 45 DEGREES 41 MINUTES 05 SECONDS EAST 12.00 FEET; THENCE ALONG A TANGENT CURVE, CONCAVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 217 DEGREES 12 MINUTES 52 SECONDS, A RADIUS OF 60.00 FEET, AN ARC LENGTH OF 227.47 FEET, AND WHOSE CHORD BEARS NORTH 27 DEGREES 04 MINUTES 39 SECONDS EAST 113.73 FEET; THENCE NORTHWESTERLY ALONG A TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A CENTRAL ANGLE OF 45 DEGREES 05 MINUTES 57 SECONDS, A RADIUS OF 42.00 FEET, AN ARC LENGTH OF 33.06 FEET, AND WHOSE CHORD BEARS NORTH 58 DEGREES 58 MINUTES 48 SECONDS WEST 32.21 FEET; THENCE NORTH 36 DEGREES 25 MINUTES 50 SECONDS WEST 42.06 FEET TO THE POINT OF BEGINNING.

ALSO COMMENCING AT THE WEST QUARTER POST OF SECTION 21; THENCE NORTH 01 DEGREES 49 MINUTES 06 SECONDS WEST 56.40 FEET ALONG THE WEST LINE OF SECTION 21; THENCE NORTH 88 DEGREES 10 MINUTES 54 SECONDS EAST 205.16 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 49 MINUTES 06 SECONDS WEST 9.98 FEET; THENCE NORTH 87 DEGREES 54 MINUTES 00 SECONDS EAST 3.69 FEET; THENCE EASTERLY ALONG A TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A CENTRAL ANGLE OF 15 DEGREES 57 MINUTES 51 SECONDS, A RADIUS OF 440.00 FEET, AN ARC LENGTH OF 122.59 FEET, AND WHOSE CHORD BEARS SOUTH 83 DEGREES 52 MINUTES 37 SECONDS EAST 122.20 FEET; THENCE SOUTH 18 DEGREES 00 MINUTES 54 SECONDS WEST 10.02 FEET; THENCE WESTERLY ALONG A TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A CENTRAL ANGLE OF 15 DEGREES 49 MINUTES 57 SECONDS, A RADIUS OF 430.00 FEET, AN ARC LENGTH OF 118.82 FEET, AND WHOSE CHORD BEARS NORTH 83 DEGREES 54

MINUTES 07 SECONDS WEST 118.44 FEET; THENCE SOUTH 88 DEGREES 10 MINUTES 54 SECONDS WEST 4.00 FEET TO THE POINT OF BEGINNING.

ALSO, COMMENCING AT THE WEST QUARTER POST OF SECTION 21; THENCE NORTH 01 DEGREES 49 MINUTES 06 SECONDS WEST 187.28 FEET TO ALONG THE WEST LINE OF SECTION 21; THENCE NORTH 88 DEGREES 10 MINUTES 54 SECONDS EAST 438.10 FEET TO THE POINT OF BEGINNING; THENCE NORTHERLY ALONG A TANGENT CURVE CONCAVE TO THE WEST, HAVING A CENTRAL ANGLE OF 28 DEGREES 29 MINUTES 12 SECONDS, A RADIUS OF 260.00 FEET, AN ARC LENGTH OF 129.27 FEET, AND WHOSE CHORD BEARS NORTH 07 DEGREES 24 MINUTES 29 SECONDS WEST 127.94 FEET; THENCE NORTH 21 DEGREES 39 MINUTES 05 SECONDS WEST 143.79 FEET; THENCE ALONG A TANGENT CURVE, CONCAVE TO THE EAST, HAVING A CENTRAL ANGLE OF 19 DEGREES 49 MINUTES 59 SECONDS, A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 69.23 FEET, AND WHOSE CHORD BEARS NORTH 11 DEGREES 44 MINUTES 05 SECONDS WEST 68.89 FEET; THENCE NORTH 01 DEGREES 49 MINUTES 06 SECONDS WEST 468.92 FEET; THENCE ALONG A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A CENTRAL ANGLE OF 111 DEGREES 04 MINUTES 35 SECONDS, A RADIUS OF 70.00 FEET, AN ARC LENGTH OF 135.71 FEET, AND WHOSE CHORD BEARS NORTH 53 DEGREES 43 MINUTES 12 SECONDS EAST 115.43 FEET; THENCE SOUTH 70 DEGREES 44 MINUTES 30 SECONDS EAST 201.06 FEET; THENCE ALONG A TANGENT CURVE, CONCAVE TO THE NORTH, HAVING A CENTRAL ANGLE OF 04 DEGREES 06 MINUTES 05 SECONDS, A RADIUS OF 530.00 FEET, AN ARC LENGTH OF 37.94 FEET, AND WHOSE CHORD BEARS SOUTH 72 DEGREES 47 MINUTES 33 SECONDS EAST 37.93 FEET; THENCE SOUTH 74 DEGREES 50 MINUTES 35 SECONDS EAST 33.81 FEET; THENCE SOUTHERLY ALONG A TANGENT CURVE CONCAVE TO THE EAST, HAVING A CENTRAL ANGLE OF 12 DEGREES 58 MINUTES 28 SECONDS, A RADIUS OF 430.00 FEET, AN ARC LENGTH OF 97.37 FEET, AND WHOSE CHORD BEARS SOUTH 04 DEGREES 40 MINUTES 09 SECONDS WEST 97.17 FEET; THENCE SOUTH 01 DEGREES 49 MINUTES 06 SECONDS EAST 261.15 FEET; THENCE ALONG A TANGENT CURVE, CONCAVE TO THE EAST, HAVING A CENTRAL ANGLE OF 31 DEGREES 28 MINUTES 11 SECONDS, A RADIUS OF 260.00 FEET, AN ARC LENGTH OF 142.81 FEET, AND WHOSE CHORD BEARS SOUTH 17 DEGREES 33 MINUTES 11 SECONDS EAST 141.02 FEET; THENCE SOUTH 33 DEGREES 17 MINUTES 17 SECONDS EAST 190.50 FEET; THENCE ALONG A TANGENT CURVE, CONCAVE TO THE WEST, HAVING A CENTRAL ANGLE OF 54 DEGREES 48 MINUTES 18 SECONDS, A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 191.31 FEET, AND WHOSE CHORD BEARS SOUTH 05 DEGREES 53 MINUTES 08 SECONDS EAST 184.10 FEET; THENCE SOUTH 21 DEGREES 31 MINUTES 01 SECONDS WEST 101.96 FEET; THENCE SOUTHERLY ALONG A TANGENT CURVE CONCAVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 99 DEGREES 30 MINUTES 55 SECONDS, A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 347.37 FEET, AND WHOSE CHORD BEARS

SOUTH 71 DEGREES 16 MINUTES 05 SECONDS WEST 305.33 FEET; THENCE NORTH 58 DEGREES 58 MINUTES 43 SECONDS WEST 96.31 FEET; THENCE ALONG A TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A CENTRAL ANGLE OF 09 DEGREES 00 MINUTES 17 SECONDS, A RADIUS OF 430.00 FEET, AN ARC LENGTH OF 67.58 FEET, AND WHOSE CHORD BEARS NORTH 63 DEGREES 28 MINUTES 52 SECONDS WEST 67.51 FEET; THENCE NORTH 22 DEGREES 07 MINUTES 22 SECONDS EAST 10.02 FEET; THENCE SOUTHEASTERLY ALONG A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A CENTRAL ANGLE OF 09 DEGREES 00 MINUTES 17 SECONDS, A RADIUS OF 440.00 FEET, AN ARC LENGTH OF 69.15 FEET, AND WHOSE CHORD BEARS SOUTH 63 DEGREES 28 MINUTES 56 SECONDS EAST 69.08 FEET; THENCE SOUTH 58 DEGREES 58 MINUTES 47 SECONDS EAST 81.03 FEET; THENCE NORTH 31 DEGREES 01 MINUTES 14 SECONDS EAST 10.00 FEET; THENCE SOUTH 58 DEGREES 58 MINUTES 47 SECONDS EAST 15.28 FEET; THENCE ALONG A TANGENT CURVE, CONCAVE TO THE NORTH, HAVING A CENTRAL ANGLE OF 95 DEGREES 59 MINUTES 21 SECONDS, A RADIUS OF 180.00 FEET, AN ARC LENGTH OF 301.56 FEET, AND WHOSE CHORD BEARS NORTH 73 DEGREES 01 MINUTES 33 SECONDS EAST 267.51 FEET; THENCE SOUTH 64 DEGREES 58 MINUTES 07 SECONDS EAST 10.00 FEET; THENCE ALONG A TANGENT CURVE, CONCAVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 03 DEGREES 30 MINUTES 52 SECONDS, A RADIUS OF 190.00 FEET, AN ARC LENGTH OF 11.65 FEET, AND WHOSE CHORD BEARS NORTH 23 DEGREES 16 MINUTES 27 SECONDS EAST 11.65 FEET; THENCE NORTH 21 DEGREES 31 MINUTES 01 SECONDS EAST 101.96 FEET; THENCE NORTH 68 DEGREES 28 MINUTES 59 SECONDS WEST 10.00 FEET; THENCE ALONG A TANGENT CURVE, CONCAVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 54 DEGREES 48 MINUTES 18 SECONDS, A RADIUS OF 180.00 FEET, AN ARC LENGTH OF 172.17 FEET, AND WHOSE CHORD BEARS NORTH 05 DEGREES 53 MINUTES 08 SECONDS WEST 165.69 FEET; THENCE NORTH 56 DEGREES 42 MINUTES 43 SECONDS EAST 10.00 FEET; THENCE NORTH 33 DEGREES 17 MINUTES 17 SECONDS WEST 190.50 FEET; THENCE ALONG A TANGENT CURVE, CONCAVE TO THE EAST, HAVING A CENTRAL ANGLE OF 31 DEGREES 28 MINUTES 11 SECONDS, A RADIUS OF 270.00 FEET, AN ARC LENGTH OF 148.30 FEET, AND WHOSE CHORD BEARS NORTH 17 DEGREES 33 MINUTES 11 SECONDS WEST 146.44 FEET; THENCE NORTH 01 DEGREES 49 MINUTES 06 SECONDS WEST 353.85 FEET; THENCE WESTERLY ALONG A TANGENT CURVE CONCAVE TO THE NORTH, HAVING A CENTRAL ANGLE OF 05 DEGREES 40 MINUTES 46 SECONDS, A RADIUS OF 540.00 FEET, AN ARC LENGTH OF 53.53 FEET, AND WHOSE CHORD BEARS NORTH 73 DEGREES 34 MINUTES 53 SECONDS WEST 53.50 FEET; THENCE NORTH 70 DEGREES 44 MINUTES 30 SECONDS WEST 195.90 FEET; THENCE SOUTH 78 DEGREES 58 MINUTES 05 SECONDS WEST 63.00 FEET; THENCE SOUTH 24 DEGREES 22 MINUTES 56 SECONDS WEST 54.81 FEET; THENCE SOUTH 01 DEGREES 49 MINUTES 06 SECONDS EAST 463.78 FEET; THENCE ALONG A TANGENT

CURVE, CONCAVE TO THE EAST, HAVING A CENTRAL ANGLE OF 19 DEGREES 49 MINUTES 59 SECONDS, A RADIUS OF 190.00 FEET, AN ARC LENGTH OF 65.77 FEET, AND WHOSE CHORD BEARS SOUTH 11 DEGREES 44 MINUTES 05 SECONDS EAST 65.44 FEET; THENCE SOUTH 21 DEGREES 39 MINUTES 05 SECONDS EAST 143.79 FEET; THENCE ALONG A TANGENT CURVE, CONCAVE TO THE WEST, HAVING A CENTRAL ANGLE OF 28 DEGREES 29 MINUTES 12 SECONDS, A RADIUS OF 270.00 FEET, AN ARC LENGTH OF 134.24 FEET, AND WHOSE CHORD BEARS SOUTH 07 DEGREES 24 MINUTES 29 SECONDS EAST 132.86 FEET; THENCE NORTH 83 DEGREES 09 MINUTES 53 SECONDS WEST 10.00 FEET TO THE POINT OF BEGINNING.

ALSO, COMMENCING AT THE WEST QUARTER POST OF SECTION 21; THENCE NORTH 01 DEGREES 49 MINUTES 06 SECONDS WEST 1017.74 FEET ALONG THE WEST LINE OF SECTION 21; THENCE NORTH 88 DEGREES 10 MINUTES 54 SECONDS EAST 723.90 FEET TO THE POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG A TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A CENTRAL ANGLE OF 10 DEGREES 21 MINUTES 05 SECONDS, A RADIUS OF 440.00 FEET, AN ARC LENGTH OF 79.49 FEET, AND WHOSE CHORD BEARS NORTH 24 DEGREES 14 MINUTES 33 SECONDS EAST 79.38 FEET; THENCE NORTH 29 DEGREES 25 MINUTES 04 SECONDS EAST 153.92 FEET; THENCE SOUTH 60 DEGREES 34 MINUTES 56 SECONDS EAST 10.00 FEET; THENCE SOUTH 29 DEGREES 25 MINUTES 04 SECONDS WEST 153.92 FEET; THENCE ALONG A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A CENTRAL ANGLE OF 10 DEGREES 15 MINUTES 37 SECONDS, A RADIUS OF 430.00 FEET, AN ARC LENGTH OF 77.00 FEET, AND WHOSE CHORD BEARS SOUTH 24 DEGREES 17 MINUTES 16 SECONDS WEST 76.90 FEET; THENCE NORTH 74 DEGREES 50 MINUTES 35 SECONDS WEST 10.02 FEET TO THE POINT OF BEGINNING.

PERMANENT VARIABLE WIDTH STORM EASEMENT

A PERMANENT VARIABLE WIDTH STORM EASEMENT, BEING A PART OF THE SOUTHWEST QUARTER AND NORTHWEST QUARTER OF SECTION 21, TOWN 5 NORTH, RANGE 10 EAST, OXFORD TOWNSHIP, OAKLAND COUNTY, MICHIGAN, BEING DESCRIBED AS:

COMMENCING AT THE WEST QUARTER POST OF SECTION 21; THENCE SOUTH 01 DEGREES 24 MINUTES 28 SECONDS EAST 173.45 FEET ALONG THE WEST LINE OF SECTION 21; THENCE NORTH 88 DEGREES 10 MINUTES 54 SECONDS EAST 136.23 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 49 MINUTES 06 SECONDS WEST 20.00 FEET; THENCE NORTH 88 DEGREES 10 MINUTES 54 SECONDS EAST 91.76 FEET; THENCE SOUTH 82 DEGREES 04 MINUTES 05 SECONDS EAST 65.40 FEET; THENCE SOUTH 58 DEGREES 58 MINUTES 48 SECONDS EAST 173.57 FEET; THENCE SOUTH 72 DEGREES 52 MINUTES 57 SECONDS EAST 202.20 FEET; THENCE,

SOUTH 89 DEGREES 18 MINUTES 48 SECONDS EAST 59.34 FEET; THENCE NORTH 45 DEGREES 41 MINUTES 05 SECONDS EAST 140.08 FEET; THENCE SOUTHEASTERLY ALONG A TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A CENTRAL ANGLE OF 19 DEGREES 13 MINUTES 57 SECONDS, A RADIUS OF 60.00 FEET, AN ARC LENGTH OF 20.14 FEET, AND WHOSE CHORD BEARS SOUTH 40 DEGREES 26 MINUTES 18 SECONDS EAST 20.05 FEET; THENCE SOUTH 45 DEGREES 41 MINUTES 05 SECONDS WEST 132.05 FEET; THENCE SOUTH 56 DEGREES 28 MINUTES 41 SECONDS EAST 78.00 FEET; THENCE SOUTH 67 DEGREES 42 MINUTES 25 SECONDS EAST 106.98 FEET; THENCE SOUTH 07 DEGREES 57 MINUTES 12 SECONDS EAST 23.15 FEET TO THE SOUTHERLY LINE OF PARCEL 04-21-300-001; THENCE ALONG THE SOUTHERLY LINE OF PARCEL 04-21-300-001 THE FOLLOWING FIVE (5) COURSES: NORTH 67 DEGREES 42 MINUTES 26 SECONDS WEST 216.91 FEET, NORTH 72 DEGREES 52 MINUTES 57 SECONDS WEST 257.47 FEET, NORTH 58 DEGREES 58 MINUTES 48 SECONDS WEST 171.92 FEET, NORTH 82 DEGREES 04 MINUTES 05 SECONDS WEST 59.61 FEET AND SOUTH 88 DEGREES 10 MINUTES 54 SECONDS WEST 90.05 FEET TO THE POINT OF BEGINNING.

ALSO, COMMENCING AT THE WEST QUARTER POST OF SECTION 21; THENCE SOUTH 01 DEGREES 24 MINUTES 28 SECONDS EAST 175.12 FEET ALONG THE WEST LINE OF SECTION 21; THENCE NORTH 88 DEGREES 35 MINUTES 32 SECONDS EAST 900.55 FEET TO THE POINT OF BEGINNING; THENCE NORTHWESTERLY ALONG A TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A CENTRAL ANGLE OF 19 DEGREES 13 MINUTES 57 SECONDS, A RADIUS OF 60.00 FEET, AN ARC LENGTH OF 20.14 FEET, AND WHOSE CHORD BEARS NORTH 32 DEGREES 31 MINUTES 45 SECONDS WEST 20.05 FEET; THENCE NORTH 61 DEGREES 03 MINUTES 53 SECONDS EAST 136.78 FEET; THENCE SOUTH 06 DEGREES 05 MINUTES 18 SECONDS EAST 22.39 FEET; THENCE SOUTH 61 DEGREES 20 MINUTES 53 SECONDS WEST 126.84 FEET TO THE POINT OF BEGINNING.

ALSO, COMMENCING AT THE WEST QUARTER POST OF SECTION 21; NORTH 01 DEGREES 49 MINUTES 06 SECONDS WEST 87.22 FEET; THENCE NORTH 88 DEGREES 10 MINUTES 54 SECONDS EAST 646.44 FEET TO THE POINT OF BEGINNING; THENCE NORTH 21 DEGREES 33 MINUTES 24 SECONDS EAST 90.81 FEET; THENCE NORTH 10 DEGREES 45 MINUTES 41 SECONDS EAST 39.06 FEET; THENCE NORTH 39 DEGREES 50 MINUTES 43 SECONDS WEST 166.36 FEET; THENCE NORTH 21 DEGREES 34 MINUTES 58 SECONDS WEST 164.78 FEET; THENCE NORTH 02 DEGREES 07 MINUTES 15 SECONDS WEST 339.72 FEET; THENCE NORTH 00 DEGREES 20 MINUTES 42 SECONDS EAST 90.44 FEET; THENCE NORTH 08 DEGREES 41 MINUTES 31 SECONDS EAST 93.28 FEET; THENCE SOUTH 70 DEGREES 44 MINUTES 24 SECONDS EAST 12.21 FEET; THENCE SOUTH 08 DEGREES 41 MINUTES 31 SECONDS WEST 90.17 FEET; THENCE SOUTH 00 DEGREES 20 MINUTES 42 SECONDS WEST 89.48 FEET; THENCE

SOUTH 02 DEGREES 08 MINUTES 52 SECONDS EAST 60.99 FEET; THENCE NORTH 88 DEGREES 11 MINUTES 01 SECONDS EAST 161.65 FEET; THENCE SOUTH 01 DEGREES 48 MINUTES 59 SECONDS EAST 20.00 FEET; THENCE SOUTH 88 DEGREES 11 MINUTES 01 SECONDS WEST 161.59 FEET; THENCE SOUTH 02 DEGREES 07 MINUTES 32 SECONDS EAST 256.25 FEET; THENCE SOUTH 21 DEGREES 34 MINUTES 58 SECONDS EAST 160.80 FEET; THENCE SOUTH 39 DEGREES 50 MINUTES 43 SECONDS EAST 166.13 FEET; THENCE NORTH 70 DEGREES 26 MINUTES 49 SECONDS EAST 166.40 FEET; THENCE SOUTHERLY ALONG A TANGENT CURVE CONCAVE TO THE EAST, HAVING A CENTRAL ANGLE OF 05 DEGREES 43 MINUTES 56 SECONDS, A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 20.01 FEET, AND WHOSE CHORD BEARS SOUTH 18 DEGREES 58 MINUTES 46 SECONDS EAST 20.00 FEET; THENCE SOUTH 70 DEGREES 26 MINUTES 49 SECONDS WEST 165.07 FEET; THENCE SOUTH 10 DEGREES 45 MINUTES 41 SECONDS WEST 32.45 FEET; THENCE SOUTH 21 DEGREES 33 MINUTES 24 SECONDS WEST 92.74 FEET; THENCE NORTH 68 DEGREES 20 MINUTES 09 SECONDS WEST 20.00 FEET TO THE POINT OF BEGINNING.

ALSO, COMMENCING AT THE WEST QUARTER POST OF SECTION 21; THENCE NORTH 01 DEGREES 49 MINUTES 06 SECONDS WEST 221.25 FEET ALONG THE WEST LINE OF SECTION 21; THENCE NORTH 88 DEGREES 10 MINUTES 54 SECONDS EAST 930.93 FEET TO THE POINT OF BEGINNING; THENCE NORTHERLY ALONG A TANGENT CURVE CONCAVE TO THE WEST, HAVING A CENTRAL ANGLE OF 04 DEGREES 24 MINUTES 31 SECONDS, A RADIUS OF 260.00 FEET, AN ARC LENGTH OF 20.01 FEET, AND WHOSE CHORD BEARS NORTH 08 DEGREES 50 MINUTES 03 SECONDS WEST 20.00 FEET; THENCE NORTH 80 DEGREES 36 MINUTES 53 SECONDS EAST 219.85 FEET; THENCE SOUTH 44 DEGREES 27 MINUTES 25 SECONDS EAST 10.98 FEET; THENCE SOUTH 36 DEGREES 31 MINUTES 47 SECONDS EAST 12.38 FEET; THENCE SOUTH 80 DEGREES 36 MINUTES 53 SECONDS WEST 231.99 FEET TO THE POINT OF BEGINNING.

ALSO, COMMENCING AT THE WEST QUARTER POST OF SECTION 21; THENCE NORTH 01 DEGREES 49 MINUTES 06 SECONDS WEST 220.25 FEET ALONG THE WEST LINE OF SECTION 21; THENCE NORTH 88 DEGREES 10 MINUTES 54 SECONDS EAST 134.96 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 48 MINUTES 59 SECONDS WEST 6.00 FEET; THENCE NORTH 88 DEGREES 11 MINUTES 01 SECONDS EAST 67.33 FEET; THENCE NORTH 21 DEGREES 38 MINUTES 59 SECONDS WEST 198.45 FEET; THENCE NORTH 01 DEGREES 48 MINUTES 59 SECONDS WEST 621.35 FEET; THENCE NORTH 23 DEGREES 53 MINUTES 20 SECONDS EAST 159.87 FEET; THENCE NORTH 47 DEGREES 16 MINUTES 01 SECONDS EAST 164.46 FEET; THENCE NORTH 87 DEGREES 55 MINUTES 56 SECONDS EAST 226.74 FEET; THENCE SOUTH 60 DEGREES 34 MINUTES 49 SECONDS EAST 286.68 FEET; THENCE SOUTH 29 DEGREES 25 MINUTES 11 SECONDS WEST 12.00 FEET; THENCE NORTH 60

DEGREES 34 MINUTES 49 SECONDS WEST 283.30 FEET; THENCE SOUTH 87 DEGREES 55 MINUTES 56 SECONDS WEST 218.91 FEET; THENCE SOUTH 47 DEGREES 16 MINUTES 01 SECONDS WEST 157.53 FEET; THENCE SOUTH 23 DEGREES 53 MINUTES 20 SECONDS WEST 136.20 FEET; THENCE SOUTH 01 DEGREES 48 MINUTES 59 SECONDS EAST 300.90 FEET; THENCE NORTH 88 DEGREES 11 MINUTES 00 SECONDS EAST 150.00 FEET; THENCE SOUTH 01 DEGREES 48 MINUTES 59 SECONDS EAST 12.00 FEET; THENCE SOUTH 88 DEGREES 11 MINUTES 00 SECONDS WEST 150.00 FEET; THENCE SOUTH 01 DEGREES 48 MINUTES 59 SECONDS EAST 318.84 FEET; THENCE SOUTH 21 DEGREES 38 MINUTES 59 SECONDS EAST 198.89 FEET; THENCE SOUTH 75 DEGREES 39 MINUTES 58 SECONDS EAST 160.56 FEET; THENCE SOUTHERLY ALONG A TANGENT CURVE CONCAVE TO THE WEST, HAVING A CENTRAL ANGLE OF 03 DEGREES 26 MINUTES 29 SECONDS, A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 12.01 FEET, AND WHOSE CHORD BEARS SOUTH 11 DEGREES 54 MINUTES 05 SECONDS WEST 12.01 FEET; THENCE NORTH 75 DEGREES 39 MINUTES 58 SECONDS WEST 156.71 FEET; THENCE NORTH 82 DEGREES 10 MINUTES 50 SECONDS WEST 21.81 FEET; THENCE SOUTH 88 DEGREES 11 MINUTES 01 SECONDS WEST 66.83 FEET TO THE POINT OF BEGINNING.

ALSO, COMMENCING AT THE WEST QUARTER POST OF SECTION 21; THENCE NORTH 01 DEGREES 49 MINUTES 06 SECONDS WEST 1273.46 FEET TO ALONG THE WEST LINE OF SECTION 21; THENCE NORTH 88 DEGREES 41 MINUTES 55 SECONDS EAST 947.44 FEET TO THE POINT OF BEGINNING; THENCE NORTH 29 DEGREES 25 MINUTES 11 SECONDS EAST 13.74 FEET; THENCE NORTHEASTERLY ALONG A TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A CENTRAL ANGLE OF 01 DEGREES 22 MINUTES 43 SECONDS, A RADIUS OF 260.00 FEET, AN ARC LENGTH OF 6.26 FEET, AND WHOSE CHORD BEARS NORTH 29 DEGREES 25 MINUTES 11 SECONDS EAST 6.26 FEET; THENCE SOUTH 60 DEGREES 34 MINUTES 50 SECONDS EAST 147.46 FEET; THENCE SOUTH 15 DEGREES 35 MINUTES 15 SECONDS WEST 0.37 FEET; THENCE SOUTH 46 DEGREES 31 MINUTES 06 SECONDS WEST 8.46 FEET; THENCE SOUTH 29 DEGREES 09 MINUTES 14 SECONDS WEST 2.22 FEET; THENCE SOUTH 28 DEGREES 24 MINUTES 16 SECONDS EAST 17.55 FEET; THENCE NORTH 60 DEGREES 34 MINUTES 49 SECONDS WEST 159.92 FEET TO THE POINT OF BEGINNING.

PERMANENT VARIABLE WIDTH WATER MAIN EASEMENT

A PERMANENT VARIABLE WIDTH WATER MAIN EASEMENT, BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 21, TOWN 5 NORTH, RANGE 10 EAST, OXFORD TOWNSHIP, OAKLAND COUNTY, MICHIGAN, BEING DESCRIBED AS:

COMMENCING AT THE WEST QUARTER POST OF SECTION 21; THENCE SOUTH 01 DEGREES 24 MINUTES 28 SECONDS EAST 258.57 FEET ALONG THE WEST LINE OF

SECTION 21; THENCE NORTH 88 DEGREES 29 MINUTES 46 SECONDS EAST 841.54 FEET TO THE POINT OF BEGINNING; THENCE EASTERLY ALONG A NON-TANGENT CURVE CONCAVE TO THE NORTH, HAVING A CENTRAL ANGLE OF 19 DEGREES 11 MINUTES 17 SECONDS, A RADIUS OF 60.00 FEET, AN ARC LENGTH OF 20.09 FEET, AND WHOSE CHORD BEARS NORTH 82 DEGREES 02 MINUTES 52 SECONDS EAST 20.00 FEET; THENCE SOUTH 07 DEGREES 57 MINUTES 08 SECONDS EAST 156.85 FEET; THENCE SOUTH 52 DEGREES 57 MINUTES 08 SECONDS EAST 47.74 FEET; THENCE SOUTH 67 DEGREES 42 MINUTES 21 SECONDS EAST 226.35 FEET TO THE EASTERLY LINE OF PROPOSED UNIT 8 OF THE MANORS OF WESTLAKE; THENCE SOUTH 22 DEGREES 17 MINUTES 37 SECONDS WEST 20.00 FEET ALONG THE EASTERLY LINE OF PROPOSED UNIT 8 OF THE MANORS OF WESTLAKE TO THE SOUTHERLY LINE OF THE MANORS OF WESTLAKE; THENCE NORTH 67 DEGREES 42 MINUTES 25 SECONDS WEST 276.93 FEET ALONG THE SOUTHERLY LINE OF THE MANORS OF WESTLAKE; THENCE NORTH 07 DEGREES 57 MINUTES 08 SECONDS WEST 182.40 FEET TO THE POINT OF BEGINNING. CONTAINING 0.21 ACRES, MORE OR LESS.

SUBJECT TO ANY AND ALL EASEMENTS AND RIGHTS OF WAY OF RECORD OR OTHERWISE.

ARTICLE IX

SUBDIVISION, CONSOLIDATION AND OTHER MODIFICATIONS OF UNITS

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

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

(a) **Subdivide Units; Consolidation of Units; Relocation of Boundaries.** Subdivide or re-subdivide any Unit which it owns, consolidate under single ownership two or more Units which are located adjacent to one another, and relocate any boundaries between adjoining Units. Such subdivision or re-subdivision of Units, consolidation of Units and relocation of boundaries of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of Developer, its successors or assigns.

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

ARTICLE X

AMENDMENT

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

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

Section 2. By Developer. Prior to 1 year after expiration of the Development and Sales Period, the Developer may, without the consent of any Co-owner or any other person, amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit B in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit A as do not materially affect any rights of any Co-owners or mortgagees in the Project, including, but not limited to, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration or the Department of Housing and Urban Development, or by any other public or private mortgage insurer or any institutional participant in the secondary

mortgage market.

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

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

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

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

Section 7. Oxford Township Ordinances. All Township Ordinances and Codes must be complied with and nothing in the Master Deed or Bylaws supersedes the Township Ordinances or codes.

Section 8. Restriction on Amendment Without Oxford Township Planning Commission Approval. Notwithstanding anything to the contrary in this Master Deed, no amendment to this Master Deed shall be effective unless or until such amendment is approved in writing by the Oxford Township Planning Commission.

ARTICLE XI

ASSIGNMENT

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

ARTICLE XII

WATERSTONE MASTER COMMUNITY

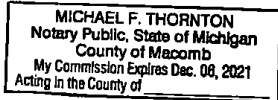
The Manors of Westlake is part of the Waterstone Master Community. In order to provide a framework for the coordinated development of the entire Waterstone Master Community, and for the joint use, maintenance and support of designated portions thereof, the Master Declaration of Restrictions for Waterstone (the "Master Declaration") has been recorded in Liber 19581, Page 57, Oakland County Records. First Amendment to Master Declaration of Restrictions for Waterstone as recorded in Liber 20331, Page 521, Oakland County Records. First Amendment to Amended and Restated Master Declaration of Restrictions for Waterstone as recorded in Liber 20693, Page 395, Oakland County Records. Amended and Restated Master Declaration of Restrictions for Waterstone as recorded in Liber 20873, Page 51, Oakland County Records. Second Amendment to Amended and Restated Master Declaration of Restrictions for Waterstone as recorded in Liber 32716, Page 366, Oakland County Records. Third Amendment to Amended and Restated Master Declaration of Restrictions for Waterstone as recorded in Liber 37092, Page 1, Oakland County Records. Fourth Amendment to Amended and Restated Master Declaration of Restrictions for Waterstone as recorded in Liber 37092, Page 8, Oakland County Records. Fifth Amendment to Amended and Restated Master Declaration of Restrictions for Waterstone as recorded in Liber 39356, Page 888, Oakland County Records. Sixth Amendment to Amended and Restated Master Declaration of Restrictions for Waterstone as recorded in Liber 39961, Page 23, Oakland County Records (as the same may be amended from time to time). Such Master Declaration is incorporated herein by reference and shall be binding upon all Co-owners and the Association to the extent applicable to the Condominium Project.

WESTLAKE OF WATERSTONE, L.L.C.,
a Michigan limited liability company

By: 
Carl Munaco, Manager

STATE OF MICHIGAN)
) ss.
 COUNTY OF)

The foregoing instrument was acknowledged before me this 21st day of JULY, 2021, by Carl Munaco, Manager of Westlake of Waterstone, L.L.C., a Michigan limited liability company, on behalf of it.



Michael Thornton
 Notary Public
 Acting in Macomb County, Michigan
 My Commission Expires: 12/08/2021

Master Deed drafted by:

Mark J. Abdo, Attorney at Law
 12900 Hall Road, Suite 403
 Sterling Heights, Michigan 48313
When recorded, return to drafter

CONSENT OF ASSOCIATION

The undersigned, Westlake of Waterstone Homeowners Association, a Michigan non-profit corporation, ("Association") whose address is 1200 South Lapeer Road, Suite 1, Oxford, Michigan 48371, is the Association for Westlake of Waterstone, a platted subdivision, pursuant to the Declaration of Covenants, Conditions and Restrictions for Westlake of Waterstone ("Declaration") as recorded in Liber 25854, Page 210, Oakland County Records. Pursuant to Article II of the Declaration the Declarant, Westlake of Waterstone, L.L.C., a Michigan limited liability company, reserved the right to drain into the detention basin located within Westlake of Waterstone. The Association hereby acknowledges and consents to the recording of the foregoing Master Deed of Manors of Westlake for the purpose of consenting to the storm water easement as reserved in Article II of the Declaration and consenting to the construction of the storm water connection to the detention basin as legally described in Article VIII of the Master Deed and as depicted on Sheet 15 of Exhibit B to the Master Deed.

WESTLAKE OF WATERSTONE HOME-
OWNERS ASSOCIATION,
a Michigan non-profit corporation

By: 
Henry Romero, President


STATE OF MICHIGAN)

COUNTY OF Oakland) ss.

The foregoing instrument was acknowledged before me this 9th day of July, 2021, by Henry Romero, President of Westlake of Waterstone Homeowners Association, a Michigan non-profit corporation, on behalf of it.

MELISSA PROUTY
Notary Public, State of Michigan
County Of Lapeer

My Commission Expires 04-22-2024
Michigan Acting in the County of Oakland


Notary Public
Acting in Oakland County,

My Commission Expires: 4/22/24

EXHIBIT A**BYLAWS****THE MANORS OF WESTLAKE****ARTICLE I****ASSOCIATION OF CO-OWNERS**

The Manors of Westlake, a residential Condominium Project located in Oxford Township, Oakland County, Michigan, shall be administered by an Association of Co-owners which shall be a non-profit corporation, hereinafter called the "Association", organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Condominium Bylaws referred to in the Master Deed and required by Section 3(8) of the Act and the Association Bylaws provided for under the Michigan Non-profit Corporation Act. Each Co-owner shall be entitled to membership and no other person or entity shall be entitled to membership. The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Condominium Project. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

ARTICLE II**ASSESSMENTS**

Section 1. Assessments Against Units and Co-owners. All expenses arising from the management, administration and operation of the Association in pursuance of its authorizations and responsibilities as set forth in the Condominium Documents and the Act shall be levied by the Association against the Units and the Owners thereof in accordance with the following provisions.

Section 2. Assessments for Common Elements. All costs incurred by the Association in satisfaction of any liability arising with, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, any policy of insurance

securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute receipt affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

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

(a) **Budget.** The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall Project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular annual payments as set forth in Section 4 below rather than by special assessments. At a minimum, the reserve fund shall be equal to 10% of the Association's current annual budget on a noncumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for this particular Project, the Association of Co-owners should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget, although the delivery of a copy of the budget to each Co-owner shall not affect or in any way diminish the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time determine, in the sole discretion of the Board of Directors that the assessments levied are or may prove to be insufficient: (i) to pay the costs of operation and management of the Condominium, (ii) to provide replacements of existing Common Elements, (iii) to provide additions to the Common Elements not exceeding \$1,000.00 annually for the entire Condominium Project, or (iv) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors also shall have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 4 hereof. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or the members thereof.

(b) **Special Assessments.** Special assessments, in addition to those required in subparagraph (a) above, may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to: (i) assessments for additions to the Common Elements of a cost exceeding \$1,000.00 for the entire Condominium Project per year, (ii) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 6 hereof, or (iii) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in

this subparagraph (b) (but not including those assessments referred to in subparagraph 3(a) above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than 60% of all Co-owners in number and in value. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or the members thereof.

Section 4. Apportionment of Assessments and Penalty for Default. Unless otherwise provided herein or in the Master Deed, all assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in Article V of the Master Deed, without increase or decrease for the existence of any rights to the use of Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with Article II, Section 3(a) above shall be payable by Co-owners in annual, quarterly or monthly payments as may be determined in the sole discretion of the Association. In the initial year, the payment shall be prorated commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. A late charge of 1% per month shall be assessed automatically by the Association upon any assessments in default for five or more days until installment together with the applicable late charges is paid in full. Each Co-owner (whether 1 or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to his Unit which may be levied while such Co-owner is the owner thereof. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates.

Section 5. Waiver of Use or Abandonment of Unit. No Co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit.

Section 6. Enforcement.

(a) **Remedies.** In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any utilities or other services to a Co-owner in default upon 7 days' written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the

Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from his Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him. The Association may also assess fines for late payment or non-payment of assessments in accordance with the provisions of Article XIX, Section 4 of these Bylaws. All of these remedies shall be cumulative and not alternative.

(b) Foreclosure Proceedings. Each Co-owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-owner and every other person who from time to time has any interest in the Project, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-owner of a Unit in the Project acknowledges that at the time of acquiring title to such Unit, he was notified of the provisions of this subparagraph and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of subject Unit.

(c) Notices of Action. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of 10 days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address, of a written notice that 1 or more installments of the annual assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within 10 days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i), the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. Such affidavit shall be recorded in the office of the Register of Deeds in the county in which the Project is located prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the 10-day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the delinquent Co-owner and shall inform him that he may request a judicial hearing by bringing suit against the Association.

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

Section 7. Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit).

Section 8. Developer's Responsibility for Assessments. The Developer of the Condominium, although a member of the Association, shall not be responsible at any time for payment of any Association assessment, except for Units owned by the Developer which have a completed building. The Developer, however, shall be independently responsible for maintaining the Units that it owns which do not contain a completed building. Any assessments levied by the Association against the Developer shall be void without Developer's consent. Further, the Developer shall in no event be liable for any assessment levied in whole or in part to purchase any Unit from the Developer or to finance any litigation or other claims against the Developer, any cost of investigating and preparing such litigation or claim or any similar or related costs. A "completed building" shall mean a building with respect to which a certificate of occupancy has been issued by Oxford Township.

Section 9. Property Taxes and Special Assessments. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 10. Personal Property Tax Assessment of Association Property. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 11. Mechanic's Lien. A mechanic's lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

Section 12. Statement as to Unpaid Assessments. The purchaser of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments thereon, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement

that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied, provided, however, that the failure of a purchaser to request such statement at least 5 days prior to the closing of the purchase of such Unit shall render any unpaid assessments and the lien securing same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record.

Section 13. Road Improvements. At some time subsequent to the initial development, it may become necessary to pave or improve some or all of the roads within or adjacent to the condominium premises. The improvement may be financed, in whole or in part, by the creation of a special assessment district or districts which may include Manors of Westlake. The acceptance of a conveyance or the execution of a land contract by any owner or purchaser of a condominium unit shall constitute the agreement by such owner or purchaser, his/her heirs, executors, administrators, or assigns, that the Board of Directors of the Association shall be vested with full power and authority to obligate all co-owners to participate in a special assessment district, sign petitions requesting said special assessment, and consider and otherwise act on all assessment issues on behalf of the Association and all co-owners; provided, that prior to signature by the Association on a petition for improvement of such public roads, the desirability of said improvement shall be approved by an affirmative vote of not less than 51% of the co-owners that own units within the special assessment district. No consent of mortgagees shall be required for approval of said public road improvement.

ARTICLE III

ARBITRATION

Section 1. Scope and Election. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between the Co-owners and the Association, upon the election and written consent of the parties to any such disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such arbitration), and upon written notice to the Association, shall be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

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

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

ARTICLE IV

INSURANCE

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

Section 2. Indemnification. Each individual Co-owner shall indemnify and hold harmless every other Co-owner, the Developer and the Association for all damages and costs, including attorneys' fees, which such other Co-owners, the Developer or the Association may suffer as a result of defending any claim arising out of an occurrence on or within such individual Co-owner's Unit and shall carry insurance to secure this indemnity if so required by the Association (or the Developer during the Development and Sales Period). This Section 2 shall not be construed to go give any insurer any subrogation right or other right or claim against any individual Co-owner, however.

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

ARTICLE V

RECONSTRUCTION OR REPAIR

Section 1. Association Responsibility for Repair. Immediately after a casualty causing damage to General Common Element, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that existing before the damage.

If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the cost thereof are insufficient, assessment shall be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair.

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

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

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

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

(b) **Taking of General Common Elements.** If there is any taking of any portion of the General Common Elements, the condemnation proceeds relative to such taking shall be paid to the Co-owners and their mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than 50% of the Co-owners in number and in value shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

(c) **Continuation of Condominium After Taking.** In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be re-surveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-owners based upon the continuing value of the Condominium of 100%. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner.

(d) **Notification of Mortgagees.** In the event any Unit in the Condominium, or any portion thereof, or the Common Elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association shall so notify each institutional holder of a first mortgage lien on any of

the Units in the Condominium.

(c) **Applicability of the Act.** To the extent not inconsistent with the foregoing provisions, Section 133 of the Act shall control upon any taking by eminent domain.

Section 5. Priority of Mortgage Interests. Nothing contained in the Condominium Documents shall be construed to give a Condominium Unit Owner, or any other party, priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Condominium Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

ARTICLE VI

RESTRICTIONS

Section 1. Use of Units.

(a) All Units shall be used for single-family residence purposes only, and no building of any kind whatsoever shall be erected, re-erected, moved, or maintained thereon except one private single-family residential dwelling house and permitted appurtenant structures, if any, on each Unit, as hereinafter provided, which dwelling shall not exceed two (2) stories in height. Such dwelling house shall be designed and erected for occupation by a single private family. A private architecturally related attached garage, for the sole use of the Owner or occupant of the Unit upon which said garage is erected, may also be erected and maintained, provided that said garage is in compliance with the requirements of Section 2 of this Article VI.

(b) Notwithstanding the limitations on uses set forth in Section 1(a) above, Developer hereby reserves the right for itself, its agents or sales representatives, and/or any builder or builders designated by Developer, to occupy and use any house or temporary building built on or moved onto any Unit as a sales office for the sale of Units and/or houses within the Condominium.

Section 2. Improvement of Units.

(a) No building or other structure shall be constructed, erected, or maintained on any Unit, nor shall any additions, changes, or alterations to any building or structure be made on any Unit (except interior alterations) unless and until the plans and specifications therefor shall have been submitted to and approved in writing by Developer in the manner set forth in Paragraph 2(d) hereof. The plans and specifications required herein shall be submitted to Developer prior to the application for a building permit. Developer may charge a \$150.00 review fee for each set of plans and specifications submitted for review. The review fee shall be paid along with the submission of the plans and specifications. Developer may designate any other person to review the plans and specification and designate that person to receive the review fee. The Unit owner shall be responsi-

ble for all costs incurred by Developer, including but not limited to, attorney fees and court costs, if the residence is not constructed in accordance with the approved plans and specifications.

(b) No deck, patio, swimming pool, or similar other devices and/or structures, whether or not attached to any dwelling, shall be constructed, erected, or maintained on any Unit unless and until the plans and specifications therefor shall have been submitted to and approved in writing by Developer in the manner set forth in Paragraph 2(d) hereof.

(c) Any and all construction of the buildings, structures, and other items set forth in Paragraphs 2(a) and 2(b) hereof (collectively, the "Improvements") shall be diligently completed in accordance with the plans and specifications which are ultimately approved by Developer. Copies of all plans and specifications, as finally approved, shall be delivered to Developer for its permanent file.

(d) Any and all plans and specifications required pursuant to Paragraphs 2(a) and 2(b) hereof, or otherwise as provided in these Bylaws, shall be prepared by a competent architect, and shall show the nature, kind, shape, height, materials, color scheme, and location of the Improvements to be constructed upon the subject Unit. Developer shall have the right to refuse to approve any such plans or specifications which it determines, in its sole discretion, would not be suitable or desirable for aesthetic or other reasons or for no reason; and in so passing upon such plans and specifications, Developer shall have the right to take into consideration the suitability of the proposed Improvements on the Unit upon which they are proposed to be erected, and the harmony as planned in view of the appearance from adjacent or neighboring properties. Developer shall also have the right to specify the materials to be used in the construction of any Improvements on the Units, and may require suitable screening of Improvements with adequate shrubs, landscape materials, and other modifications. It is understood and agreed that the purpose of this Paragraph 2(d) is to cause the Condominium to develop into a beautiful, harmonious, private, residential area, and if any disagreement arises with respect to the provisions or applications of this Paragraph 2(d), the decision of Developer shall control and be conclusive upon all parties.

Section 3. Size and Character of Buildings.

(a) No dwelling shall be permitted on any Unit unless the living area thereof shall be not less than 1,600 square feet in the case of a one (1) story dwelling, not less than 2,200 square feet in the case of a one and one half (1 ½) story dwelling and not less than 2,200 square feet in the case of a two (2) story dwelling. All computations of square footage shall include the actual area within the outer surfaces of the exterior walls of the dwelling and shall be determined exclusive of basements (whether or not of the "walk-out" variety), garages, porches, terraces, breezeways, and other unenclosed or unheated areas. Notwithstanding the foregoing, the Developer shall be entitled to grant exceptions to these minimum square footage restrictions to the Owner of a Unit who applies for such exception; provided the Owner demonstrates to the satisfaction of the Developer that a reduction in the square footage requirement as to said Owner will not adversely affect the quality of the Condominium or lessen the value of the homes surrounding the home to be constructed by the

Owner of such Unit. Any such exception granted to an owner shall be evidenced by a written agreement and no such exception shall constitute a waiver of any minimum square footage requirement as to any other Unit or Owner.

(b) No old or existing buildings may be moved onto any Unit, and no used materials (except reclaimed brick) may be used in the construction of any exterior improvements in the Condominium.

(c) Exterior building materials may be stone, brick, wood, vinyl, lap siding or any other material blending with the architecture and natural landscape and approved by Developer. Notwithstanding the foregoing, brick or stone (or other exterior materials approved by the Developer) shall be utilized as the only exterior material (excluding windows, doors and decorative trim) on all four (4) sides of all dwellings up to a minimum of 36 inches above the dwelling's highest grade elevation. No dwelling shall have a flat roof or roll type roof. No prefabricated, factory-built and/or modular homes shall be located on any Unit. All exterior paints, stains and material colors must be shown as a part of the plans submitted for approval and which must be approved by Developer; samples thereof shall be furnished to Developer upon request. All dwellings shall include a garage which shall be directly attached and architecturally related to the dwelling. Every garage shall provide space for at least two (2) automobiles. All driveways shall be concrete and/or brick pavers.

(d) The design, material, color, and construction of all mailboxes, newspaper holders, and their stands must be approved by Developer (and the United States Postal Service with respect to mailboxes) prior to their erection. At the initial closing of any Unit, each Unit owner shall pay to the Developer the current mailbox fee to be held for the installation of such mail box.

(e) Developer, by appropriate instrument in writing may designate a person, firm, or corporation to perform such of its duties and obligations hereunder as it shall specify, which designation shall be revocable at the will, whim, or caprice of Developer.

Section 4. Minimum Setback and Yard Requirements. The Developer shall have the right to grant variances to the setbacks required by the Township with approval of the Township.

Section 5. Animals.

(a) No farm animals, livestock, poultry, or wild animals shall be kept, bred, or harbored on any Unit, nor shall any animals be kept or bred for commercial purposes. Only domesticated animals commonly deemed to be household pets may be kept on any Unit by the Owner and members of his household so long as such pets shall have such care so as not to be objectionable or offensive to others due to noise, odor, or unsanitary conditions.

(b) No Owner shall cause, nor shall he permit or suffer any occupant of any Unit which he owns, or his or their invitees or guests, to cause the molestation, harm or destruction of

wild fowl or other wildlife on, in, or over any portion of his Unit. No Owner of a Unit shall use, nor shall he permit or suffer any occupant of any Unit which he owns, or his or their invitees or guests, to use any B-B guns, firearms, air rifles, pellet guns, bows and arrows, sling shots, or any other weapons on his Unit.

Section 6. Easements.

(a) Easements are reserved as shown on the Condominium Subdivision Plan. The use of all or a part of such easements may at any time or times hereafter be granted or assigned by Developer, its successors or assigns, to any person, firm, corporation, governmental unit, or agency which furnishes services or utilities for use in the Condominium.

(b) Private easements for public utilities, greenbelts, and entrance signs have been granted and reserved on the plan of the Condominium.

(c) No structure(s) of any kind or nature whatsoever shall be constructed, erected, maintained, or placed within any drainage, sedimentation, or storm water detention area, if any.

(d) No structure(s) of any kind or nature whatsoever shall be constructed, erected, maintained, or placed over or on any utility easement(s); provided, however, that after the utilities have been installed, the areas over such utility easement(s) may be seeded or sodded. All other planting or Unit line Improvements of any type over or on any easements shall be allowed only so long as they do not interfere with, obstruct, hinder, or impair the drainage plan of, or utilities in, the Condominium, and so long as access be granted, without charge or liability for damages, for the maintenance of the utilities, underground drainage lines, underground facilities, and surface drainage swales, and/or for the installation of additional facilities.

Section 7. Prohibited Vehicles and Structures.

(a) No housetrailers, motor homes, commercial vehicles, trailers, cars under repair or restoration, boats, boat trailers, camping vehicles, pickup campers, camping trailers, trucks weighing in excess of two and one-half (2-1/2) tons empty, or any portion thereof, may be parked on or stored on any street in the Condominium or any Unit, unless stored fully enclosed at all times within an attached garage. Commercial vehicles and trucks shall not be parked or stored in the Condominium, or on any Unit therein, except while making normal deliveries or pickups in the normal course of business. Recreational vehicles may be parked on the Unit for the purposes of loading and unloading for a 24 hour maximum period.

(b) Trailers, tents, shacks, barns, and other out buildings (except permitted sheds) of any kind or nature whatsoever, whether permanent or temporary, are expressly prohibited within the Condominium, and no temporary occupancy or residence shall be permitted in unfinished residential dwellings. Sheds shall be no larger than 10 feet by 12 feet in size and shall be architecturally compatible with the main dwelling unless expressly approved by the Developer. The size, design,

location and all other physical attributes of all permitted sheds shall be subject to the prior approval of the Developer.

(c) Antennae of any kind and satellite reception equipment (including, without limitation, so-called "ham radio towers" and "satellite dishes") which are visible from the exterior of any dwelling or located on any Unit are expressly prohibited in the Condominium; provided, however, satellite dishes which are 24 inches in diameter or less shall be allowed if attached to the side or rear of the dwelling.

(d) The provisions of this Section 7 shall not apply to Developer or any builder which it may designate, during the construction period or during such periods as any dwelling may be used for model or display purposes.

(e) No above ground swimming pool shall be permitted.

Section 8. General Conditions.

(a) No Unit shall be used or maintained nor permitted to be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and the same shall not be kept on any Unit except in sanitary containers properly concealed from public view. Garbage containers shall not be left at the road for more than twenty-four (24) hours in any one week.

(b) No laundry shall be hung for drying on any Unit.

(c) All homes in the Condominium shall be equipped with electric garbage disposal units in the kitchen.

(d) The grade, slope, and/or contour of any Unit shall not be changed without the prior written consent of Developer, the Township, and all other governmental authorities having jurisdiction. This restriction is intended to prevent interference with the master drainage plan for the Condominium.

(e) No "through the wall" or "through window" air conditioners may be installed on any wall of any building in the Condominium, except for sales model garages.

(f) No noxious or offensive activity shall be carried on upon any Unit, nor shall anything be done on or around any Unit which may become an annoyance or nuisance to the neighborhood or the owners of any of the Units in the Condominium.

(g) Any debris resulting from the construction and/or the destruction by fire or otherwise, in whole or in part, of any dwelling or Improvements on any Unit shall be promptly removed (within forty-eight (48) hours of issuance of temporary or final certificate of occupancy, or final acceptance of any permit therefor by the appropriate governmental authority(ies), or the

occurrence of such destruction, whichever occurs first) from such Unit in order to preserve the slightly condition of the Condominium. Each Owner shall prevent their Unit(s), and any dwelling(s), structure(s), or other improvement(s) thereon from becoming unsightly or unkempt, or from falling into a state of disrepair.

Section 9. Sales Agency and/or Business Office. Notwithstanding anything to the contrary set forth elsewhere herein, Developer and/or any builders which it may designate may construct and maintain on any Unit or Units which they may select, a sales agency and a business office for the sale of any Units and/or dwellings in the Condominium, or in other lands owned by the Developer, or may use said Unit or Units for the construction of a model house or houses for such purposes, and Developer and such designated builders may continue to do so until such time as all of the Units in which Developer or such designated builders have an interest are sold by them.

Section 10. Lease Restrictions. No Owner of any Unit shall lease and/or sublet less than the whole of any dwelling on any Unit. Any lease of an entire dwelling shall be subject to all of the terms, covenants, provisions, and requirements hereof, including, without limitation, the provisions of Article VI, Section 1 hereof.

Section 11. Fences. No fence, wall, or solid hedge may be erected, grown, or maintained on any Unit, except fences which shall be wrought iron or aluminum, black in color, and no larger than 4 feet in height. All permitted fences shall be subject to the prior written approval of the Developer. No such permitted fence shall be greater in height than the minimum required by any governmental authority(ies) having jurisdiction, nor, without the prior written permission of Developer, extended beyond the front building line.

Section 12. Signs. No signs or billboards shall be placed, erected, or maintained on any Unit, except for one (1) professional quality sign of not more than six (6) square feet in size and not more than five feet (5') in height for the sole purpose of advertising the Unit and the Dwelling on the Unit for sale or rent.

Such sign shall have been constructed and installed in a professional manner and shall comply with all ordinances of the Township. All permitted signs shall be kept clean and in good repair during the period of its placement and maintenance on any Unit. The provisions of this Section 12 shall not apply to (a) such signs as may be installed or erected on any Unit by Developer, or any builder which it may designate, during the construction period or during periods as any dwelling on any Unit may be used as a model or for display purposes, or (b) any Condominium entrance sign(s).

Section 13. Landscaping.

(a) Upon the completion of a residence on each of the Units, the owner thereof (and the word "owner", as used in this connection, is intended to mean the party who purchases a residence from the builder thereof, and each subsequent purchaser thereof) shall cause all portions of

the Unit to be finish-graded, seeded or sodded, and suitably landscaped on or before 6 months after the completion of the dwelling, weather permitting. All lawns and landscaping in the Condominium (including any berm and landscaping areas) shall be of an aesthetically pleasing nature and shall be continuously and properly well maintained at all times. No statues may be placed in the front yard of any dwelling. It is the purpose of this Section 13 to cause the Condominium to develop into a beautiful, harmonious, private residential area.

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

The cost incurred by Developer or the Association for such maintenance, repair, and replacement, plus an administrative fee equal to twenty percent (20%) of such cost, shall be due and payable by the Owner of such Unit to Developer or the Association, as the case may be, within ten (10) days following such date as Developer or the Association sends the Owner a bill therefor. If the amount billed is not paid within such ten (10) day period, the unpaid amount shall be a charge on the Unit, shall be a continuing lien upon the Unit, and shall be treated as an additional assessment against the Unit subject to treatment in accordance with the provisions of these Bylaws controlling and affecting such assessments, including, without limitation, those stated in Article II of these Bylaws.

Any tree plantings or tree replacements required by Oxford Township or any other governmental agency shall be the sole responsibility of the Unit owner and not the Developer. Prior to planting the trees the owner should contact the Oxford Township Building Department and the Oxford Department Planning Department for approval of placement and number of trees to be planted (which shall comply with the landscape plan and its specifications). Security shall be posted with the Township in the amount of \$300.00 for each street tree required per Unit by the Co-Owner of that Unit prior to issuance of a temporary certificate of occupancy to ensure the planting of the required street trees per Unit within 90 days of the occupancy of the Unit (or by June 1 for residences occupied in winter months) which security may be utilized by the Township to cover the cost of planting trees as required for each Unit, or which security shall be returned if the Co-Owner notifies the Township that they have completed the required planting in compliance with this

provision and this is verified by the Township's inspection. A final certificate of occupancy will not be issued before the required tree planting is completed and verified.

Section 14. Architectural Control Committee.

(a) Developer may, in its sole discretion, at any time prior to the date on which all of the Units in the Condominium have been sold and conveyed by Developer to third parties, assign, transfer, and delegate to an architectural control committee (the "Architectural Control Committee") all of Developer's rights to approve or refuse to approve any plans, specifications, drawings, elevations, or other matters with respect to the construction or location of any dwelling or Improvement on any Unit in the Condominium. Thereafter, the Architectural Control Committee shall exercise all of the authority and discretion granted to Developer in Section 2 of Article VI hereof relative to approving or disapproving such matters, and Developer shall have no further responsibilities with respect to such matters. The Architectural Control Committee shall be comprised of up to three (3) members to be appointed by Developer. Upon the Transfer Date, Developer shall transfer its right to appoint the members of the Architectural Control Committee to the Association. Until such transfer, Developer reserves the right to appoint and remove members of the Architectural Control Committee in its sole discretion.

(b) Any submission(s) to Developer or the Architectural Control Committee for any approval provided for under these Bylaws shall be in writing, and shall conform to the requirements of Section 2 of Article VI hereof. The primary purpose for providing architectural control is to ensure the proper and harmonious development of the Condominium in order to maximize the aesthetic beauty of the Condominium and its blending with the surrounding area. To this end, Developer or the Architectural Control Committee, as the case may be, shall be deemed to have broad discretion in determining what dwellings or Improvements will enhance the aesthetic beauty and desirability of the Condominium, or otherwise further or be consistent with the purposes of these Bylaws. Approvals and/or waivers may be granted, denied, or conditioned for any reason or for no reason. In no event shall either Developer or the Architectural Control Committee have any liability whatsoever to anyone for their approval or disapproval of any plans, drawings, specifications, or elevations, or the dwellings or Improvements built or to be built pursuant thereto, whether such alleged liability is based on negligence, tort, express or implied contract, fiduciary duty, or otherwise. By way of example, neither Developer nor the Architectural Control Committee shall have liability to anyone for the approval of any plans, specifications, elevations, or the like which are not in conformity with the provisions of these Bylaws, or for the disapproval of any plans, specifications, elevations, or the like which arguably are in conformity with the provisions hereof.

Section 15. Reserved Rights of Developer.

(a) **Developer's Rights In Furtherance of Development and Sales.** None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Development and Sales Period or of the Association in furtherance of its powers and purposes set forth herein and in the Articles of Incorporation, as the

same may be amended from time to time. Notwithstanding anything to the contrary elsewhere herein contained, Developer shall have the right to maintain a sales office, a business office, a construction office, model units, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project by Developer, and may continue to do so during the entire Development and Sales Period. Developer shall restore the areas so utilized to habitable status upon termination of use.

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

(c) Prior Approval by Developer. During the Development and Sales Period, no buildings, drives, walks or other structures or improvements shall be commenced, erected, maintained, nor shall any addition to, or change or alteration to any structure be made (including in color or design), except interior alterations which do not affect structural elements of any Unit, nor shall any hedges, trees or substantial plantings or landscaping modifications be made, until plans and specifications, acceptable to the Developer, showing the nature, kind, shape, height materials, color scheme, location and approximate cost of such structure or improvements and the grading or landscaping plan of the area to be affected shall have been submitted to and approved in writing by Developer, its successors or assigns, a copy of said plans and specifications, as finally approved, lodged permanently with the Developer. The Developer shall have the right to refuse to approve any such plan or specifications, or grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans, specifications, grading or landscaping, it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to effect the same, and the degree of harmony thereof with the Condominium as a whole. The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all Co-owners.

(d) Standard for Developer's Approvals; Exculpation from Liability. In reviewing and passing upon the plans, drawings, specifications, submissions and other matters to be approved or waived by the Developer under this Section, the Developer intends to ensure that the dwellings and other features embodied or reflected therein meet the requirements set forth in this Article VI; however, the Developer reserves the right to waive or modify such restrictions or requirements pursuant to paragraph (e) of this Section. In addition to ensuring that all dwellings comply with the requirements and restrictions of this Article VI, the Developer (or the Association, to the extent approval powers are assigned to it by the Developer) shall have the right to base its approval or disapproval of any plans, designs, specifications, submissions or other matters on such other factors, including completely aesthetic considerations, as the Developer (or the Association) in its sole discretion may determine appropriate or pertinent. The Developer currently intends to take into account the preservation of trees and of the natural setting of the Condominium in passing upon plans, designs, drawings, specifications and other submissions. Except as otherwise expressly

provided herein, the Developer or the Association, as the case may be, shall be deemed to have the broadest discretion in determining what dwellings or other structures will enhance the aesthetic beauty and desirability of the Condominium, or otherwise further or be consistent with the purposes for any restrictions. In no event shall either the Developer (or the agents, officers, employees or consultants thereof), or the Association have any liability whatsoever to anyone for any act or omission contemplated herein, including without limitation the approval or disapproval of plans, drawings, specifications, elevations of the dwellings or other structures subject thereto, whether such alleged liability is based on negligence, tort, express or implied contract, fiduciary duty or otherwise.

By way of example, neither the Developer nor member of the Association shall have liability to anyone for approval of plans, specifications, structures or the like which are not in conformity with the provisions of this Article VI or any other provision contained in the Condominium Documents, or for disapproving plans, specifications, structures or the like which arguably are in conformity with the provisions hereof. In no event shall any party have the right to impose liability on, or otherwise contest judicially, the Developer or any other person for any decision of the Developer (or alleged failure of the Developer to make a decision) relative to the approval or disapproval of a structure or any aspect or other matter as to which the Developer reserves the right to approve or waive under this Master Deed. The approval of the Developer (or the Association, as the case may be) of a building, structure, improvement or other matter shall not be construed as a representative or warranty that the structure or matter is properly designed or that it is conformity with the ordinances or other requirements of Oxford Township or any other governmental authority. Any obligation or duty to ascertain any such non-conformities, or to advise the Owner or any other person of the same (even if known), is hereby disclaimed.

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

ARTICLE VII

MORTGAGES

Section 1. **Notice to Association.** Any Co-owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units". The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Project

written notification of any default in the performance of the obligations of the Co-owner of such Unit that is not cured within 60 days.

Section 2. **Insurance.** The Association shall notify each mortgagee appearing in said book of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage.

Section 3. **Notification of Meetings.** Upon request submitted to the Association, any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting.

ARTICLE VIII

VOTING

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

Section 2. **Eligibility to Vote.** No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. Except as provided in Article XI, Section 2 of these Bylaws, no Co-owner, other than the Developer, shall be entitled to vote prior to the date of the First Annual Meeting of members held in accordance with Section 2 of Article IX. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 3 of this Article VIII below or by a proxy given by such individual representative. The Developer shall be the only person entitled to vote at a meeting of the Association until the First Annual Meeting of members and shall be entitled to vote during such period notwithstanding the fact that the Developer may own no Units at some time or from time to time during such period. At and after the First Annual Meeting the Developer shall be entitled to vote for each Unit which it owns.

Section 3. **Designation of Voting Representative.** Each Co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Co-owner, and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Co-owner. Such notice shall be signed and dated by the Co-owner. The individual

representative designated may be changed by the Co-owner at any time by filing a new notice in the manner herein provided.

Section 4. Quorum. The presence in person or by proxy of 35% of the Co-owners in number and in value qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

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

Section 6. Majority. A majority, except where otherwise provided herein, shall consist of more than 50% in value of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth and may require such majority to be one of both number and value of designated voting representatives present in person or by proxy, or by written vote, if applicable, at a given meeting of the members of the Association.

ARTICLE IX

MEETINGS

Section 1. Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Co-owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Sturgis' Code of Parliamentary Procedure, Roberts Rules of Order or some generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Condominium Documents (as defined in the Master Deed) or the laws of the State of Michigan.

Section 2. First Annual Meeting. The First Annual Meeting of members of the Association may be convened only by Developer and may be called at any time after more than 50% in number of the Units in the Project (determined with reference to the recorded Consolidating Master Deed) have been sold and the purchasers thereof qualified as members of the Association. In no event, however, shall such meeting be called later than 120 days after the conveyance of legal or equitable title to nondeveloper Co-owners of 75% in number of all Units that may be created or 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the

Project, whichever first occurs. Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting of members and no such meeting shall be construed as the First Annual Meeting of members. The date, time and place of such meeting shall be set by the Board of Directors, and at least 10 days' written notice thereof shall be given to each Co-owner. The phrase "Units that may be created" as used in this paragraph and elsewhere in the Condominium Documents refers to the maximum number of Units which the Developer is permitted, under the Condominium Documents as may be amended, to include in the Condominium.

Section 3. Annual Meetings. Annual meetings of members of the Association shall be held on the second Tuesday of April each succeeding year after the year in which the First Annual Meeting is held at such time and place as shall be determined by the Board of Directors. At such meetings there shall be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article XI of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the Co-owners as directed by resolution of the Board of Directors or upon a petition signed by 1/3 of the Co-owners presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as of the time and place where it is to be held, upon each Co-owner of record, at least 10 days but not more than 60 days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association by Article VIII, Section 3 of these Bylaws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association shall be deemed due notice.

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

Section 7. Order of Business. The order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspector of elections (at annual meetings or special meetings held for purpose of election of Directors or officers); (g) election of Directors (at annual meeting or special meetings held for such purpose); (h) unfinished business; and (i) new business. Meeting of members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be President, Vice President, Secretary and Treasurer.

Section 8. Action Without Meeting. Any action which may be taken at a meeting of the members (except for the election or removal of Directors) may be taken without a meeting by written ballot of the members. Ballots shall be solicited in the same manner as provided in Section 5 for the giving of notice of meetings of members. Such solicitations shall specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt within the time period specified in the solicitation of (a) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (b) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

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

Section 10. Minutes, Presumption of Notice. Minutes or a similar record of the proceedings of meetings of members, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

ARTICLE X

ADVISORY COMMITTEE

Within 1 year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within 120 days after conveyance to purchasers of 1/3 of the total number of Units that may be created, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least 2 non-developer Co-owners. The Committee shall be established and perpetuated in any manner the Developer deems advisable, except that, if more than 50% in number and in value of the non-developer Co-owners petition the Board of Directors for an election to select the Advisory Committee, then an election for such purpose shall be held. The purpose of the Advisory Committee shall be to facilitate communications

between the temporary Board of Directors and the non-developer Co-owners and to aid the transition of control of the Association from the Developer to purchaser Co-owners. The Advisory Committee shall cease to exist automatically when a majority of the Board of Directors of the Association of Co-owners is elected by the non-developer Co-owners. The Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected thereto by the Co-owners.

ARTICLE XI

BOARD OF DIRECTORS

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

Section 2. Election of Directors.

(a) **First Board of Directors.** The first Board of Directors or its successors as selected by the Developer, shall be composed of 3 persons and such first Board of Directors or its successors as selected by the Developer shall manage the affairs of the Association until the appointment of the first non-developer Co-owners to the Board. Immediately prior to the appointment of the first non-developer Co-owners to be Board, the Board shall be increased in size from 3 persons to 5 persons. Thereafter, elections for non-developer Co-owner Directors shall be held as provided in subsections (b) and (c) below.

(b) **Appointment of Non-developer Co-owners to Board Prior to First Annual Meeting.** Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 25% in number of the Units that may be created, 2 of the 5 Directors shall be elected by non-developer Co-owners. When the required percentage levels of conveyance have been reached, the Developer shall notify the non-developer Co-owners and request that they hold a meeting and elect the required Director or Directors, as the case may be. Upon certification by the Co-owners to the Developer of the Director or Directors so elected, the Developer shall then immediately appoint such Director or Directors to the Board to serve until the First Annual Meeting of members unless he is removed pursuant to Section 7 of this Article or he resigns or becomes incapacitated.

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

(i) Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 75% in number of the Units that may be created, the non-developer Co-owners shall elect all Directors on the Board, except that the Developer shall have the right to designate at least 1 Director as long as the Units that remain to be created and sold equal at least 10% of all Units that may be created in the Project. Whenever the 75% conveyance level is achieved, a meeting of Co-owners shall be promptly convened to effectuate this provision, even if the First Annual Meeting has already occurred.

(ii) Regardless of the percentage of Units which have been conveyed, upon the elapse of 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, the non-developer Co-owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and the Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subsection (i). Application of this subsection does not require a change in the size of the Board of Directors.

(iii) If the calculation of the percentage of members of the Board of Directors that the non-developer Co-owners have the right to elect under subsection (ii), or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-developer Co-owners under subsection (b) results in a right of non-developer Co-owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the non-developer Co-owners have the right to elect. After application of this formula the Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subsection shall not eliminate the right of the Developer to designate 1 member as provided in subsection (i).

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

(v) Once the Co-owners have acquired the right hereunder to elect a majority of the Board of Directors, annual meetings of Co-owners to elect Directors and conduct other business shall be held in accordance with the provisions of Article IX, Section 3 hereof.

Section 3. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by the Co-owners.

Section 4. Other Duties. In addition to the foregoing duties imposed by these Bylaws or any further duties which may be imposed by resolution of the members of the Association, the Board of Directors shall be responsible specifically for the following:

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

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

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

(d) To rebuild improvements after casualty.

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

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

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

(h) To make rules and regulations in accordance with Article VI, Section 9 of these Bylaws.

(i) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board.

(j) To enforce the provisions of the Condominium Documents.

Section 5. Management Agent. The Board of Directors may employ for the Association a

professional management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association.

Section 6. Vacancies. Vacancies in the Board of Directors which occur after the Transitional Control Date caused by any reason other than the removal of a Director by a vote of the members of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that the Developer shall be solely entitled to fill the vacancy of any Director whom it is permitted in the first instance to designate. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association. Vacancies among non-developer Co-owner elected Directors which occur prior to the Transitional Control Date may be filled only through election by non-developer Co-owners and shall be filled in the manner specified in Section 2(b) of this Article.

Section 7. Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors may be removed with or without cause by the affirmative vote of more than 50% in number and in value of all of the Co-owners and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy shall be the normal 35% requirement set forth in Article VIII, Section 4. Any Director whose removal has been proposed by the Co-owner shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion. Likewise, any Director selected by the non-developer Co-owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner set forth in this paragraph for removal of Directors generally.

Section 8. First Meeting. The first meeting of a newly elected Board of Directors shall be held within 10 days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, by mail, telephone or telegraph at least 10 days prior to the date named for such meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President on 3 days' notice to each Director, given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of

Directors shall be called by the President or Secretary in like manner and on like notice on the written request of two Directors.

Section 11. **Waiver of Notice.** Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meetings of the Board shall be deemed a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. **Adjournment.** At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting to a subsequent time upon 24 hours' prior written notice delivered to all Directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such Director for purposes of determining a quorum.

Section 13. **First Board of Directors.** The actions of the first Board of Directors of the Association or any successors thereto selected or elected before the Transitional Control Date shall be binding upon the Association so long as such actions are within the scope of the powers and duties which may be exercised generally by the Board of Directors as provided in the Condominium Documents.

Section 14. **Fidelity Bonds.** The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

ARTICLE XII

OFFICERS

Section 1. **Officers.** The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Vice President, a Secretary and a Treasurer. The Directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary. Any two offices except that of President and Vice President may be held by one person.

(a) **President.** The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all

of the general powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint committees from among the members of the Association from time to time as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association.

(b) **Vice President.** The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

(c) **Secretary.** The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; and he shall, in general, perform all duties incident to the office of the Secretary.

(d) **Treasurer.** The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time to time, be designated by the Board of Directors.

Section 2. **Election.** The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. **Removal.** Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose. No such removal action may be taken, however, unless the matter shall have been included in the notice of such meeting. The officer who is proposed to be removed shall be given an opportunity to be heard at the meeting.

Section 4. **Duties.** The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

ARTICLE XIII

SEAL

The Association may (but need not) have a seal. If the Board determines that the Association shall have a seal, then it shall have inscribed thereon the name of the Association, the words

"corporate seal", and "Michigan".

ARTICLE XIV

FINANCE

Section 1. **Records.** The Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts and all other Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual audited financial statement within 90 days following the end of the Association's fiscal year upon request therefor. The costs of any such audit and any accounting expenses shall be expenses of administration.

Section 2. **Fiscal Year.** The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the Directors. The commencement date of the fiscal year shall be subject to change by the Directors for accounting reasons or other good cause.

Section 3. **Bank.** Funds of the Association shall be initially deposited in such bank or savings association as may be designated by the Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time. The funds may be invested from time to time in accounts or deposit certificates of such bank or savings association as are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government.

ARTICLE XV

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance

of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled. At least 10 days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof. Further, the Board of Directors is authorized to carry officers' and directors' liability insurance covering acts of the officers and directors of the Association in such amounts as it shall deem appropriate.

ARTICLE XVI

AMENDMENTS

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

Section 2. **Meeting.** Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of these Bylaws.

Section 3. **Voting.** These Bylaws may be amended by the Co-owners at any regular meeting or a special meeting called for such purpose by an affirmative vote of not less than 66-2/3% of all Co-owners in number and in value. No consent of mortgagees shall be required to amend these Bylaws unless such amendment would materially alter or change the rights of such mortgagees, in which event the approval of 66-2/3% of mortgagees shall be required with each mortgagee to have one vote for each mortgage held.

Section 4. **By Developer.** Prior to the Transitional Control Date, these Bylaws may be amended by the Developer without approval from any other person so long as any such amendment does not materially alter or change the right of a Co-owner or mortgagee.

Section 5. **When Effective.** Any amendment to these Bylaws shall become effective upon recording of such amendment in the office of the County Register of Deeds.

Section 6. **Binding.** A copy of each amendment to the Bylaws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the amendment.

Section 7. **Oxford Township Ordinances.** All Township Ordinances and Codes must be

complied with and nothing in these Bylaws supersedes the Township Ordinances or codes.

Section 8. Restriction on Amendment Without Oxford Township Planning Commission Approval. Notwithstanding anything to the contrary in these Bylaws, no amendment to these Bylaws shall be effective unless or until such amendment is approved in writing by the Oxford Township Planning Commission.

ARTICLE XVII

COMPLIANCE

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

ARTICLE XVIII

DEFINITIONS

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

ARTICLE XIX

REMEDIES FOR DEFAULT

Any default by a Co-owner shall entitle the Association or another Co-owner or Co-owners to the following relief:

Section 1. Legal Action. Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.

Section 2. Recovery of Costs. In any proceeding arising because of an alleged default by

any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (not limited to statutory fees) as may be determined by the court, but in no event shall any Co-owner be entitled to recover such attorneys' fees.

Section 3. Removal and Abatement. The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements or into any Unit and the improvements thereon, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

Section 4. Assessment of Fines. The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless in accordance with the provisions of Article XX of these Bylaws.

Section 5. Non-waiver of Right. The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provision, covenant or condition in the future.

Section 6. Cumulative Rights, Remedies and Privileges. All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

Section 7. Enforcement of Provisions of Condominium Documents. A Co-owner may maintain an action against the Association and its officers and Directors to compel such persons to enforce the terms and provisions of the Condominium Documents. A Co-owner may maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

ARTICLE XX

ASSESSMENT OF FINES

Section 1. General. The violation by any Co-owner, occupant or guest of any of the provisions of the Condominium Documents including any duly adopted rules and regulations shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors,

of monetary fines against the involved Co-owner. Such Co-owner shall be deemed responsible for such violations whether they occur as a result of his personal actions or the actions of his family, guests, tenants or any other person admitted through such Co-owner to the Condominium Premises.

Section 2. Procedures. Upon any such violation being alleged by the Board, the following procedures will be followed:

(a) **Notice.** Notice of violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Co-owner on notice as to the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the representative of said Co-owner at the address as shown in the notice required to be filed with the Association pursuant to Article VIII, Section 3 of these Bylaws.

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

(c) **Default.** Failure to respond to the notice of violation constitutes a default.

(d) **Hearing and Decision.** Upon appearance by the Co-owner before the Board and presentation of evidence of defense, or, in the event of the Co-owner's default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.

Section 3. Amounts. Upon violation of any of the provisions of the Condominium Documents and after default of the offending Co-owner or upon the decision of the Board as recited above, the following fines shall be levied:

(a) **First Violation.** No fine shall be levied.

(b) **Second Violation.** Twenty Five Dollar (\$25.00) fine.

(c) **Third Violation.** Fifty Dollar (\$50.00) fine.

(d) **Fourth Violation and Subsequent Violations.** One Hundred Dollar (\$100.00) fine.

Section 4. Collection. The fines levied pursuant to Section 3 above shall be assessed against the Co-owner and shall be due and payable together with the regular Condominium assessment on the first of the next following month. Failure to pay the fine will subject the Co-owner to all liabilities set forth in the Condominium Document including, without limitations, those described in Article II and Article XIX of the Bylaws.

ARTICLE XXI

RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to the acceptance of such powers and rights and such assignee or transferee thereupon have the same rights and powers as herein given and reserved to the Developer. Any rights and powers reserved or retained by Developer or its successors shall expire and terminate, if not sooner assigned to the Association, at the conclusion of the Development and Sales Period as defined in Article III of the Master Deed. This Article XXI shall not supersede the transitional control date or the transition to control by non-developer Co-owners as required pursuant to the Michigan Condominium act. The immediately preceding sentence dealing with the expiration and termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is concerned, only to Developer's rights to approve and control the administration of the Condominium and shall not, under any circumstances, be construed to apply to or cause the termination and expiration of any real property rights granted or reserved to the Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents which shall not be terminable in any manner hereunder and which shall be governed only in accordance with the terms of their creation or reservation and not hereby).

ARTICLE XXII

SEVERABILITY

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

ARTICLE XXIII

LITIGATION

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

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

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

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

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

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

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

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

(c) A written summary of the relevant experience of the attorney ("litigation

attorney") the Board recommends be retained to represent the Association in the proposed civil action, including the following information:

- (1) The number of years the litigation attorney has practiced law; and
 - (2) The name and address of every condominium and/or homeowner association for which the attorney has filed a civil action in any court, together with the case number, county and court in which each civil action was filed.
 - (3) The litigation attorney's written estimate of the amount of the Association's likely recovery in the proposed lawsuit, net of legal fees, court costs, expert witness fees and all other expenses expected to be incurred in the litigation.
 - (4) The litigation attorney's written estimate of the cost of the civil action through a trial on the merits of the case ("total estimated cost"). The total estimated cost of the civil action shall include the litigation attorney's expected fees, court costs, expert witness fees, and all other expenses expected to be incurred in the civil action.
 - (5) The litigation attorney's proposed written fee agreement.
 - (6) The amount to be specially assessed against each Unit in the Condominium to fund the estimated cost of the civil action both in total and on a monthly per Unit basis, as required by subparagraph (f) of this Article XXIII.
- (d) If the lawsuit relates to the condition of any of the Common Elements, the Board shall obtain a written independent expert opinion as to reasonable and practical alternative approaches to repairing the problems with the Common Elements, which shall set forth the estimated costs and expected viability of each alternative. In obtaining the independent expert opinion required by the preceding sentence, the Board shall conduct its own investigation as to the qualifications of any expert and shall not retain any expert recommended by the litigation attorney or any other attorney with whom the Board consults. The purpose of the independent expert opinion is to avoid any potential confusion regarding the condition of the Common Elements that might be created by a report prepared as an instrument of advocacy for use in a civil action. The independent expert opinion will ensure that the members of the Association have a realistic appraisal of the condition of the Common Elements, the likely cost of repairs to the replacement of the same, and the reasonable and prudent repair and replacement alternatives. The independent expert opinion shall be sent to all members with the written notice of the litigation evaluation meeting.
- (e) The Association shall have a written fee agreement with the litigation attorney, and any other attorney retained to handle the proposed civil action. The Association shall not enter into any fee agreement that is a combination of the retained attorney's hourly rate and a contingent fee agreement unless the existence of the agreement is disclosed to the members in the text of the Association's written notice to the members of the litigation evaluation meeting.

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

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

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

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

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

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

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

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

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

review:

- (1) The status of the litigation.
- (2) The status of settlement efforts, if any.
- (3) The attorney's written report.

(j) If at any time during the course of a civil action, the Board determines that the originally estimated total cost of the civil action or any revisions thereof is inaccurate, the Board shall immediately prepare a revised estimate of the total cost of the civil action. If the revised estimate exceeds the litigation special assessment previously approved by the members, the Board shall call a special meeting of the members to review the status of the litigation, and to allow the members to vote on whether to continue the civil action and increase the litigation special assessment. The meeting shall have the same quorum and voting requirements as a litigation evaluation meeting.

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

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

LEGAL DESCRIPTION

PARCEL 04-21-300-001
THE MANORS OF WESTLAKE

PART OF THE NORTHWEST QUARTER OF SECTION 21 AND THE SOUTHWEST QUARTER OF SECTION 21, TOWN 5 NORTH, RANGE 10 EAST, OXFORD TOWNSHIP, OKLAND COUNTY, MICHIGAN, BEING DESCRIBED AS:

[illegible]

SUBJECT TO ANY AND ALL EASEMENTS AND RIGHTS OF WAY OF RECORD OR OTHERWISE

DEVELOPER:

WESTLAKE OF WATERSTONE, LLC
48635 VAN DYKE AVENUE
UTICA, MI 48317
586-739-8200

586-739-8200

CRAIG P. AMEY
PROFESSIONAL SURVEYOR
LICENSE No. 4001034970
ANDERSON, ECKSTEIN, AND WESTRICK INC
51301 SCHOEHNHERR ROAD
SHELBY TOWNSHIP, MICHIGAN 48315
586-726-1234

THE MANORS OF WESTLAKE

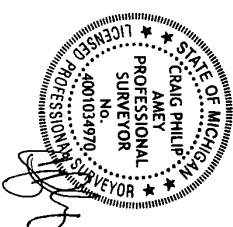
COVER SHEET

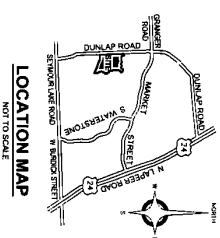
JUNE, 2021

NOTE TO REGISTER OF DEEDS

SHEET INDEX

1. COVER SHEET
2. COMPOSITE SURVEY PLAN
3. SURVEY PLAN
4. SURVEY PLAN
5. SURVEY PLAN
6. SURVEY PLAN
7. COMPOSITE SITE PLAN
8. SITE PLAN
9. SITE PLAN
10. SITE PLAN
11. SITE PLAN
12. COMPOSITE UTILITY PLAN
13. UTILITY PLAN
14. UTILITY PLAN
15. UTILITY PLAN
16. UTILITY PLAN
17. COMPOSITE UNIT DIMENSION PLAN
18. UNIT DIMENSION PLAN
19. UNIT DIMENSION PLAN
20. UNIT DIMENSION PLAN
21. UNIT DIMENSION PLAN





A circular professional seal for a surveyor in the State of Michigan. The outer ring contains the text "STATE OF MICHIGAN" at the top and "LICENSED PROFESSIONAL SURVEYOR" at the bottom, separated by two stars on each side. The center of the seal contains the name "CRAIG PHILIP AMEY" and the license number "4001034970" below it.

DATE 07-19-21

ANDERSON, ECKSTEIN, AND WESTRICK INC
51301 SCHOEENBER ROAD
SHELBY TOWNSHIP, MICHIGAN 48315

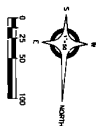
SHEET NO

THE MANORS OF WESLEY LAKE COMPOSITE SURVEY PLAN PROPOSED

JUNE, 2021

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© COPYRIGHT, 2021, ANDERSON, ECKSTEIN AND WESTRICK, INC.



SCHEDULE OF BOUNDARY COORDINATES

POINT #	NORTHING	EASTING
1	487144.11	13413770.42
2	486801.13	13413724.26
3	486803.30	13413784.22
4	486806.00	13413859.17
5	486435.09	13413864.57
6	486451.27	13414294.85
7	486393.86	13414386.29
8	486472.35	13414430.49
9	486398.85	13414578.57
10	486443.07	13414631.70
11	486538.64	13414652.88
12	486524.00	13414711.10
13	486491.00	13414641.88
14	486177.84	13414700.38
15	487852.32	13414625.25
16	487372.68	13414888.21
17	487080.73	13414746.29
18	486665.84	13414816.87
19	486625.19	13414899.53
20	486804.12	13414463.26
21	486584.91	13414207.19
22	486972.50	13414059.86
23	486980.73	13414009.82
24	486975.61	13413835.86
25	486973.71	13413774.69

DUNLAP ROAD (WIDTH VARIES)

NOT TO SCALE

888°13'22"W 175.04
81.20
888°13'22"W 175.04
BOULDER POINTE GOLF CLUB
88°11'32"W 99.81
171.92

AVENUE (60 FT. WD.)

MARLYNA DRIVE (60 FT. WD.)

WESTLAKE

MATCH LINE

SEE SHEET

MATCH LINE SEE SHEET 5

GENERAL NOTATION:

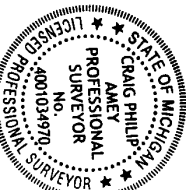
ALL IMPROVEMENTS ON THIS SHEET MUST BE BUILT.

KEY PLAN
NOT TO SCALE



LEGEND

- SET MONUMENT
- (10) BOUNDARY COORDINATE POINT



CRAIG P. AMEY
PROFESSIONAL SURVEYOR
LICENSE NO. 4001034970

CLIENT
WESTLAKE OF MANTISTON, LLC

ANDERSON, ECKSTEIN AND WESTRICK, INC.

THE MANORS OF WESTLAKE

SHEET NO.

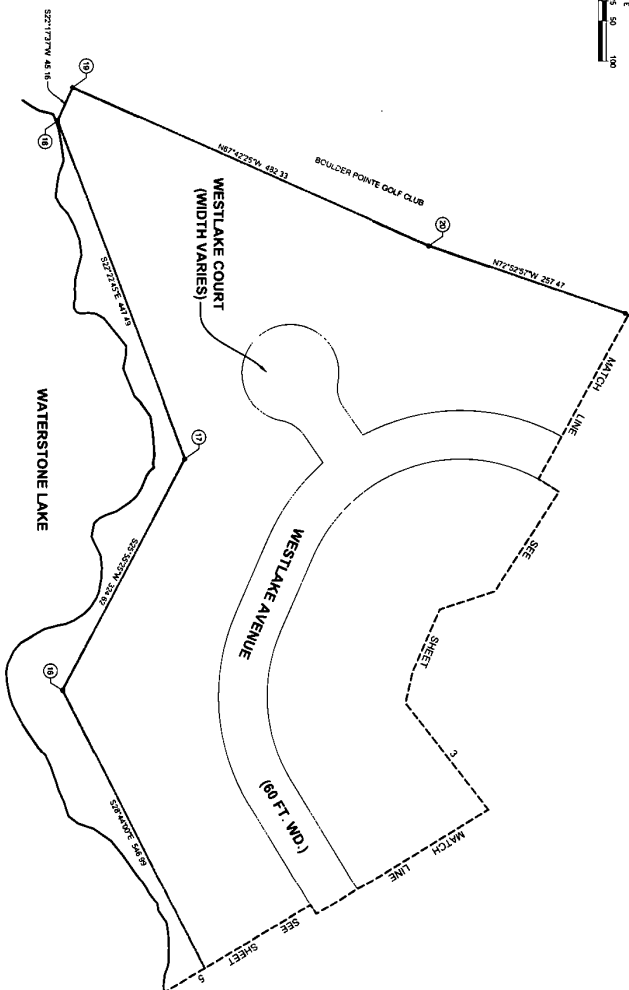
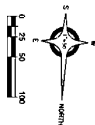
DWG FILE NO.
61000 SURVEY.DWGCIVIL ENGINEERS
SURVEYORS
ARCHITECTS
PLANNERS
LANDSCAPE ARCHITECTS
ENGINEERSPROPOSED
JUNE, 2021

3

PROJECT NO.
1248-0002DRAWN BY
MMSCHECKED BY
CWADATE
6/3/2021SCALE
AS SHOWNSHEET NO.
3

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NOTES:

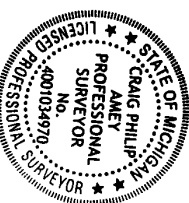
- SCHEDULE OF BOUNDARY COORDINATES SHEET 3



KEY PLAN
NOT TO SCALE

LEGEND

- SET MONUMENT
- ⑨ BOUNDARY COORDINATE POINT



CRAG P. MAY
PROFESSIONAL SURVEYOR
LICENSE NO. 4001034970

GENERAL NOTATION:

ALL IMPROVEMENTS ON THIS SHEET MUST BE BUILT

CLIENT

WESTLAK OF WATERSTONE, LLC

DWG FILE NO. 02006 SURVEY.DWG

PROJECT NO. 02006 SURVEY.DWG

DRAWN BY: MMS

CHECK BY: CPA



ANDERSON, ECKSTEIN AND WESTRICK, INC.

CIVIL ENGINEERS

SURVEYORS

5701 N. HAWTHORNE

SHARON, INDIANA 46783

PHONE: 317.715.1111

FAX: 317.715.1111

WWW.AEW-INC.COM

THE MANORS OF WESTLAKE

SURVEY PLAN

PROPOSED

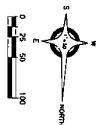
JUNE, 2021

SHEET NO.

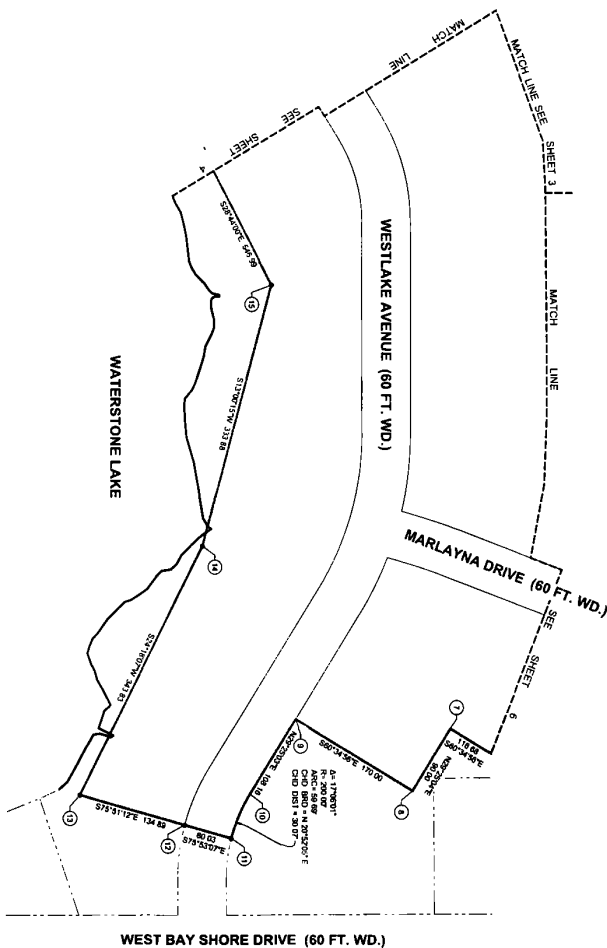
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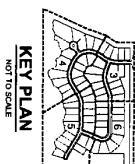
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GENERAL NOTATION:
ALL IMPROVEMENTS ON THIS SHEET MUST BE BUILT



NOTES:
• SCHEDULE OF BOUNDARY COORDINATES SHEET 3



LEGEND

- SET MONUMENT
- ⑨ BOUNDARY COORDINATE POINT



CRAG P. AMY
PROFESSIONAL SURVEYOR
LICENSE NO. 4001034970

CLIENT
WESTLAKE OF WATERSTONE, LLC

DWG FILE NO.
1248-002-002
PROJECT NO.
1248-002

DATE SURVEY DONE
SPRINT 2021
MAY
CISCO 2021
CPA



ANDERSON, ECKSTEIN AND WESTRICK, INC.
5330 S. LAKESHORE DRIVE
SOUTH BEND, IN 46708
Michigan 48315
www.aew-inc.com
Phone 568-724-1330
Fax 568-724-8780

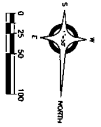
THE MANORS OF WESTLAKE
SURVEY PLAN
PROPOSED
JUNE, 2021

SHEET NO.

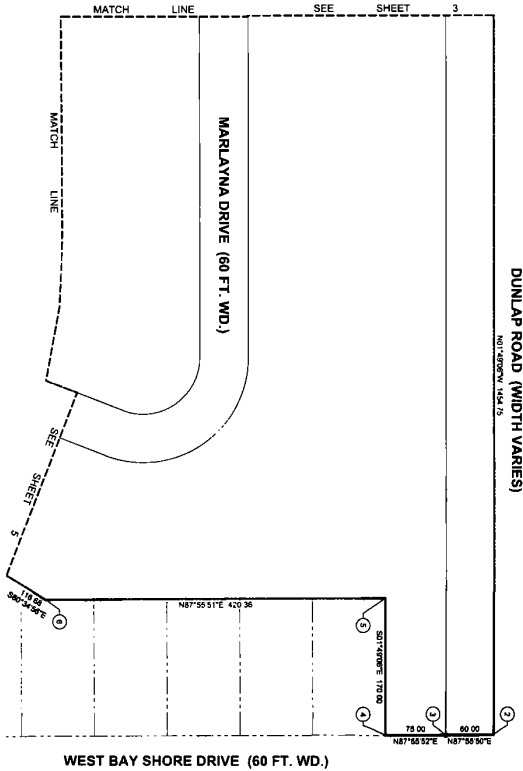
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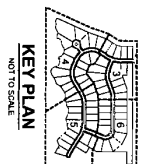
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GENERAL NOTATION:
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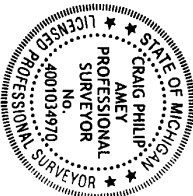


NOTES:
• SCHEDULE OF BOUNDARY COORDINATES SHEET 3.



LEGEND

- SET MONUMENT
- Ⓢ BOUNDARY COORDINATE POINT



CRAIG P. AMEY
PROFESSIONAL SURVEYOR
LICENSE NO. 4001034970

CLIENT
WESTLAKE OF WATERSTONE, LLC

DWG FILE NO.
62-06, SURVEY, CIVIL

PROJECT NO.
124-4983

DATE
MAY 2021

BY
CDA



ANDERSON, ECKSTEIN AND WESTRICK, INC.

CIVIL ENGINEERS SURVEYORS ARCHITECTS

10000 West Lake Drive

Shelby Township

Michigan 48115

WWW.AEW-INC.COM

THE MANORS OF WESTLAKE

SURVEY PLAN

PROPOSED

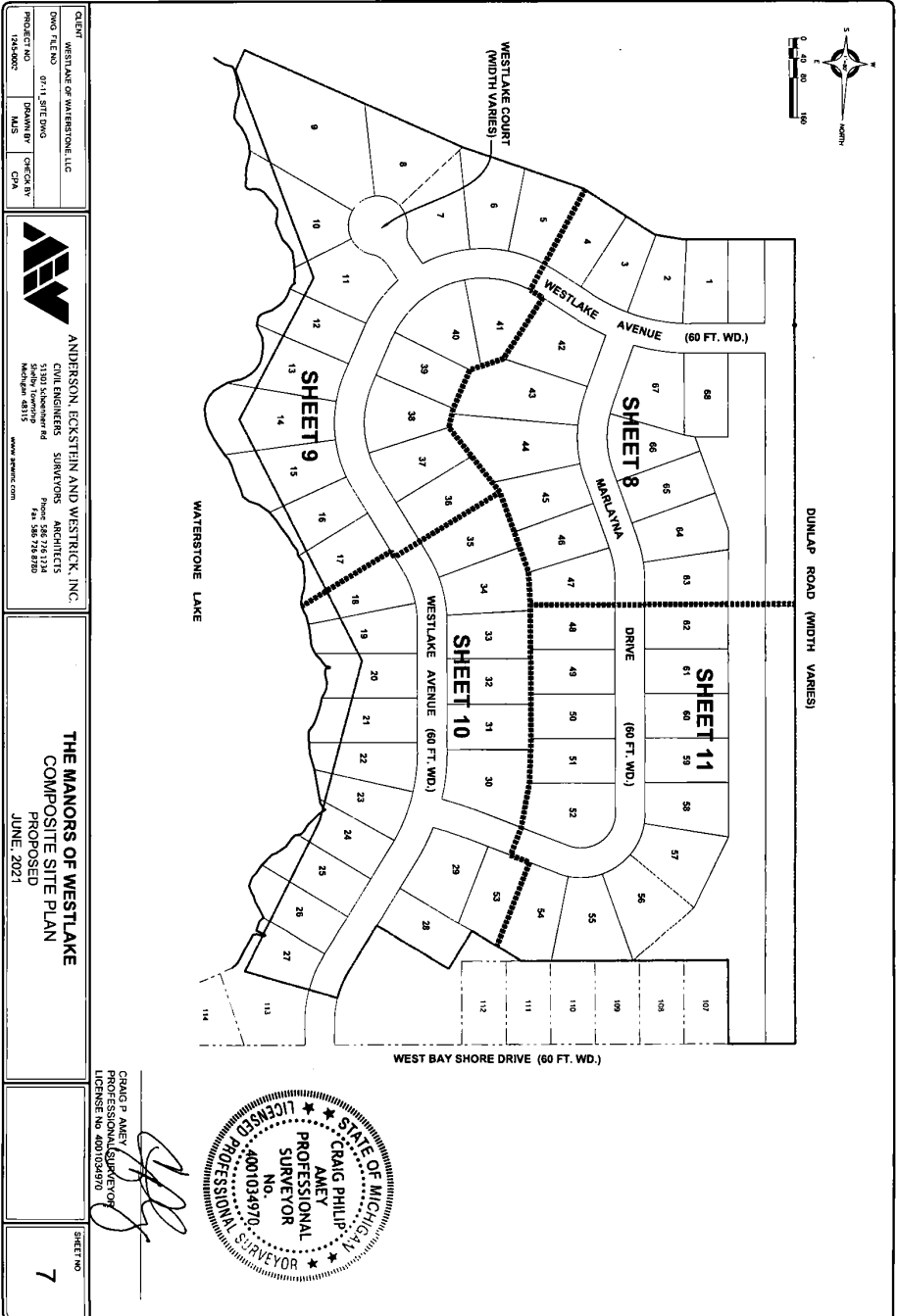
JUNE, 2021

SHEET NO.

6

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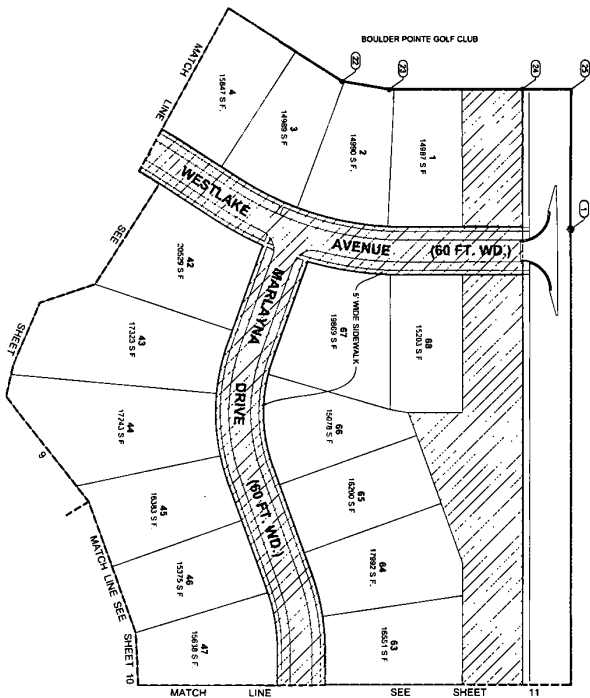


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DUNLAP ROAD (WIDTH VARIES)

**NOTE:**

- SCHEDULE OF BOUNDARY COORDINATES SHEET 3

KEY PLAN
NOT TO SCALE**LEGEND**

- SET MONUMENT
- ▨ GENERAL COMMON ELEMENT
- ▭ LIMITS OF OWNERSHIP OF UNITS
- (BD) BOUNDARY COORDINATE POINT
- 3 UNIT NUMBER



CRAG P. AMEY
PROFESSIONAL SURVEYOR
LICENSE NO. 4001034970

GENERAL NOTATION:

ALL IMPROVEMENTS ON THIS SHEET MUST BE BUILT.
SIDEWALK WILL NOT BE BUILT UNTIL DWELLING
IN FRONT OF SIDEWALK IS CONSTRUCTED.

CLIENT: WESTLAK OF MATEWONE, LLC

DWG FILE NO: 07-11 SITE.DWG

PROJECT NO: 1564-0002

DESIGN BY: MMS

CHECK BY: CPA



ANDERSON, ECKSTEIN AND WESTRICK, INC.

15301 Sandpiper Rd.

Shelby Township, MI

MacGregor 48115

www.aewinc.com

THE MANORS OF WESTLAKE

SITE PLAN

PROPOSED

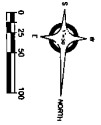
JUNE, 2021

SHEET NO.

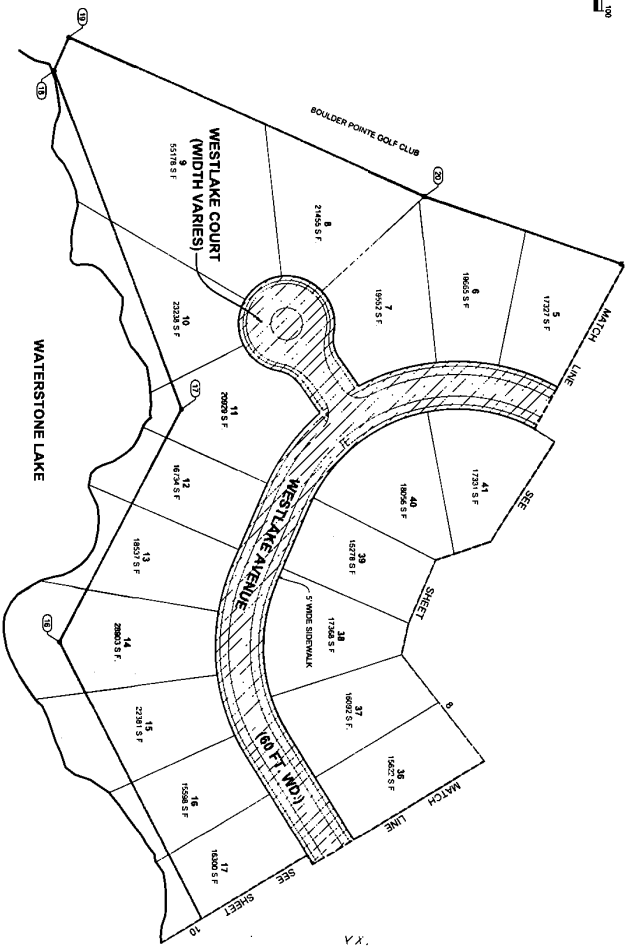
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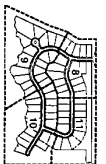
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**GENERAL NOTATION:**

ALL IMPROVEMENTS ON THIS SHEET MUST BE BUILT
SIDEWALK WILL NOT BE BUILT UNTIL DWELLING
IN FRONT OF SIDEWALK IS CONSTRUCTED

**NOTE:**

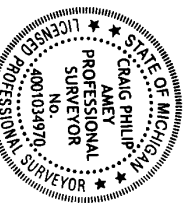
• SCHEDULE OF BOUNDARY
COORDINATES SHEET 3



KEY PLAN
NOT TO SCALE

LEGEND

•	SET MONUMENT
▨	GENERAL COMMON ELEMENT
▨	LIMITS OF OWNERSHIP OF UNITS
(18)	BOUNDARY COORDINATE POINT
3	UNIT NUMBER



CRAIG P. AMEY
PROFESSIONAL SURVEYOR
LICENSE NO. 4001034970

CLIENT
WESTLAKE OF WATERSTONE, LLC

DWG FILE NO. 07-11 SITE DWG
PROJECT NO. 1245-0002
SCALE: 1" = 40'



ANDERSON, ECKSTEIN AND WESTRICK, INC.
15101 S. UNIVERSITY AVE.
SUITE 100
DUBLIN, OHIO 43015
PHONE: 614.886.7213
FAX: 614.886.7218
WWW.AEWAECW.COM

THE MANORS OF WESTLAKE

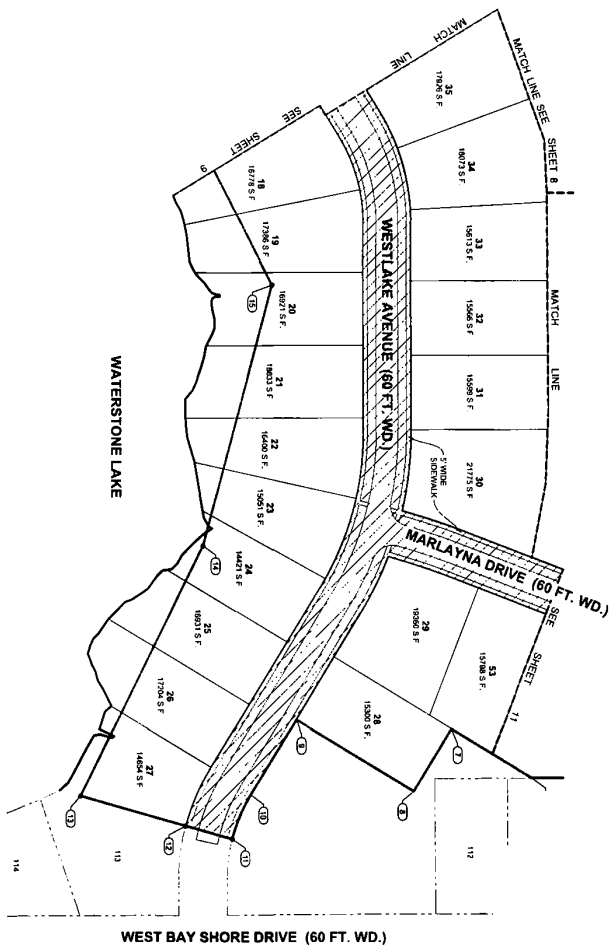
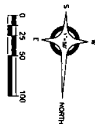
SITE PLAN
PROPOSED
JUNE, 2021

SHEET NO.

9

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WEST BAY SHORE DRIVE (60 FT. WD.)

WESTLAKE OF WATERSTONE
LIBER 282, PAGES 27-41, O.C.R.

NOTE:

- SCHEDULE OF BOUNDARY COORDINATES SHEET 3

**LEGEND**

- SET MONUMENT
- GENERAL COMMON ELEMENT
- LIMITS OF OWNERSHIP OF UNITS
- BOUNDARY COORDINATE POINT
- UNIT NUMBER



CRAG P. AMEY
PROFESSIONAL SURVEYOR
LICENSE NO. 4001034970

CLIENT
WESTLAKE OF WATERSTONE, LLC

DWG FILE NO. 6711 SITE DWG

PROJECT NO.	DESIGNED BY	CHECKED BY
1754-0002	MAS	CWA



ANDERSON, ECKSTEIN AND WESTRICK, INC.

CIVIL ENGINEERS SURVEYORS ARCHITECTS
3000 Westland Road
Sterling Township Michigan 48315
Phone: 586.715.8780
Fax: 586.715.8780
www.aewri.com

THE MANORS OF WESTLAKE

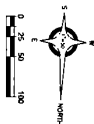
SITE PLAN
PROPOSED
JUNE, 2021

SHEET NO.

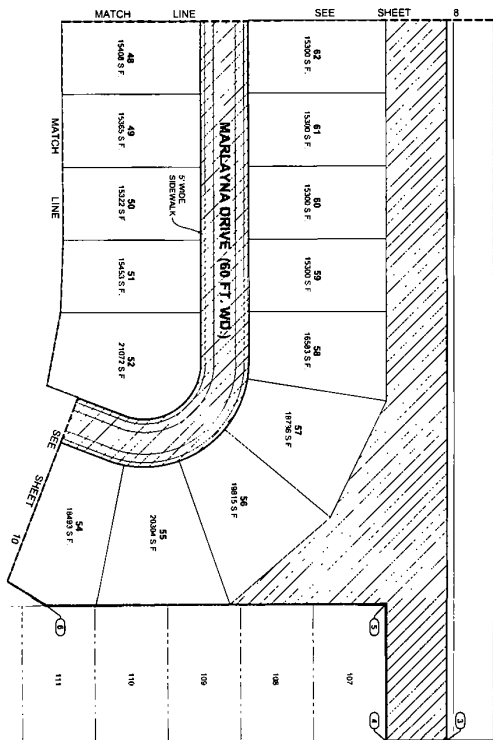
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DUNLAP ROAD (WIDTH VARIES)



WEST BAY SHORE DRIVE (60 FT. WD.)

WESTLAKE OF WESTSTONE
LIBER 282, PAGES 27-41, O.C.R.

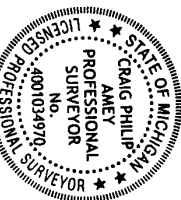
NOTE:
• SCHEDULE OF BOUNDARY
COORDINATES SHEET 3.



KEY PLAN
NOT TO SCALE

LEGEND

- SET MONUMENT
- ▨ GENERAL COMMON ELEMENT
- ③D LIMITS OF OWNERSHIP OF UNITS
- 3 BOUNDARY COORDINATE POINT
- UNIT NUMBER



CRAG P AMEY
PROFESSIONAL SURVEYOR
LICENSE NO. 4001034970

[Signature]

CLIENT
WESTLAKE OF WESTSTONE, LLC

DWG. FILE NO. 0711 SITE.DWG

PROJECT NO. 1245-0002

DESIGNER
ANDERSON, ECKSTEIN AND WESTRICK, INC.

ANDERSON, ECKSTEIN AND WESTRICK, INC.

CIVIL ENGINEERS
SURVEYORS
31000 Springdale Rd.
Shelby Township
Michigan 48315
Phone: 484-671-7111
Fax: 586-726-8780
www.aewr.com

THE MANORS OF WESTLAKE

SITE PLAN

PROPOSED

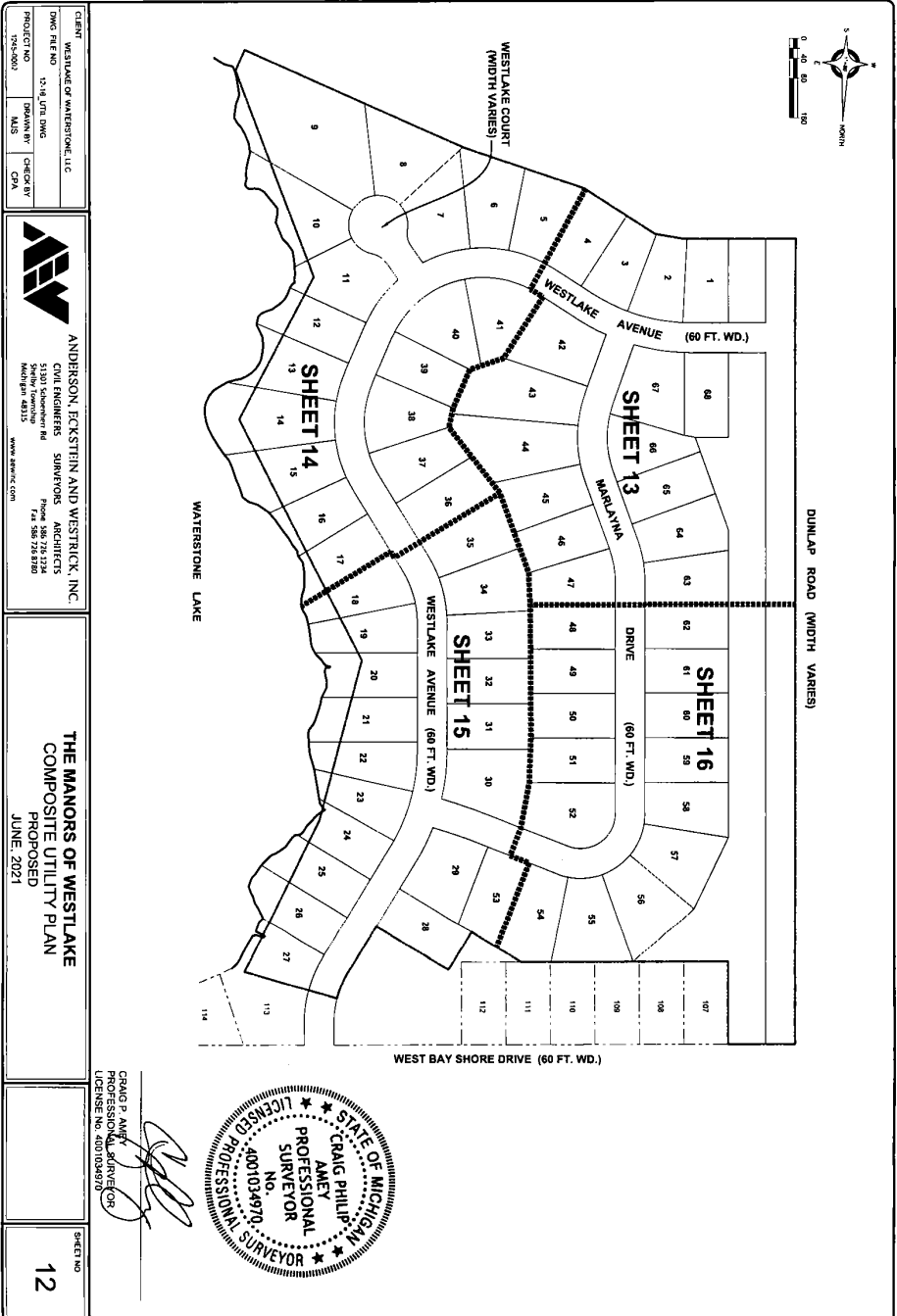
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SHEET NO.

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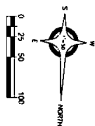
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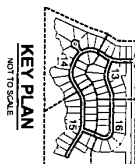
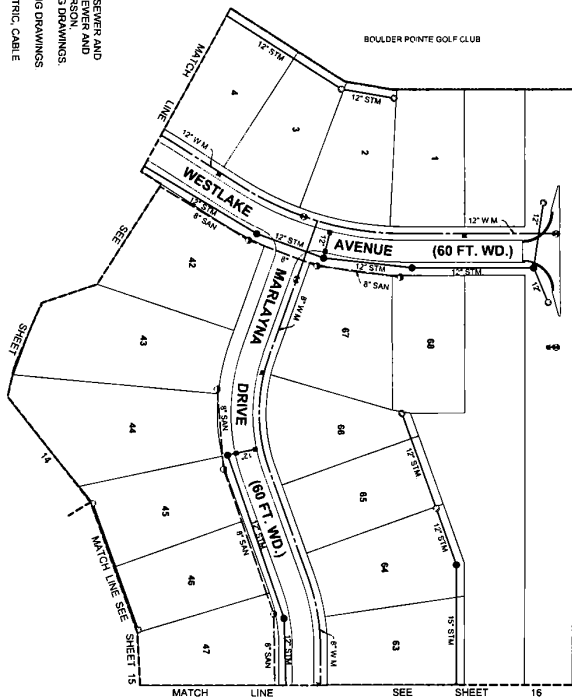


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DUNLAP ROAD (WIDTH VARIES)



LEGEND

- PHONE, CABLE, TV, ELECTRIC
- 8\"/>
- SANITARY SEWER
- WATER MAIN
- STORM SEWER
- SANITARY MANHOLE
- HYDRANT
- GATE VALVE IN WELL
- CATCH BASIN (P&T)
- CATCH BASIN (FIELD)
- STORM MANHOLE

GENERAL NOTATIONS:

ALL UNITS TO BE SERVED WITH SANITARY SEWER AND WATER SHALL BE SERVED BY SANITARY SEWER AND WATER INFORMATION AS SHOWN PER ANDERSON, ECKSTEIN, AND WESTRICK, INC. ENGINEERING DRAWINGS. STORM SEWER AS SHOWN, PER ENGINEERING DRAWINGS. ALL UNITS TO BE SERVED WITH GAS, ELECTRIC, CABLE TELEVISION AND TELEPHONE.

UTILITIES, AS SHOWN, INDICATE PROPOSED LOCATIONS OF FACILITIES ONLY, AS DISCLOSED BY THE RECORDS OF THE VARIOUS COMPANIES AND NO GUARANTEE IS GIVEN AS TO THE ACCURACY AND COMPLETENESS OF THE INFORMATION LOCATIONS WILL BE SHOWN ON AS-BUILT DRAWINGS

ALL IMPROVEMENTS ON THIS SHEET MUST BE BUILT
LOCATION OF PROPOSED UTILITIES ARE APPROXIMATED

CLIENT
WESTLAKE OF WESTERHOLM, LLCDWG. FILE NO.
12-18_UTL1.DWGPROJECT NO.
154-4902DRAWN BY
MJSCHECKED BY
CDA

ANDERSON, ECKSTEIN AND WESTRICK, INC.

12301 KENNEDY BLVD.

SHELBY TOWNSHIP, MI 48115

Tel: 313.778.8120

Fax: 313.778.8120

www.aewrinc.com

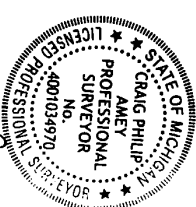
THE MANORS OF WESTLAKE

UTILITY PLAN

PROPOSED

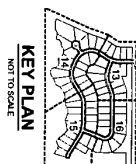
JUNE, 2021

CRAIG P. AMEY
PROFESSIONAL SURVEYOR
LICENSE NO. 4001034970



SHEET NO.

13



A circular professional seal for Philip Craig Amey, a Professional Surveyor in the State of Michigan. The seal features the text "STATE OF MICHIGAN" at the top, "CRAIG PHILIP AMEY" in the center, "PROFESSIONAL SURVEYOR" below the name, and "LICENSED PROFESSIONAL SURVEYOR" around the bottom. The license number "4001034970" is also present.

THE MANORS OF WESTLAKE

THE IMPROVEMENTS ON THIS SHEET MUST BE BUILT.
LOCATION OF PROPOSED UTILITIES ARE APPROXIMATED
UTILITIES AS SHOWN, DISCLOSED PROPOSED LOCATIONS OF
FACILITIES ONLY, AS INDICATED BY THE RECORDS OF THE
VARIOUS COMPANIES AND NO GUARANTEE IS GIVEN AS TO
COMPLETENESS OR ACCURACY THEREOF. UTILITY
LOCATIONS WILL BE SHOWN ON AS-BUILT DRAWINGS.

GENERAL NOTATIONS:

WATERSTONE LAKE

**WESTLAKE COUR
(WIDTH VARIES).**

160

27 STU

1

W

45.2

21



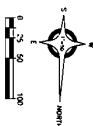
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4

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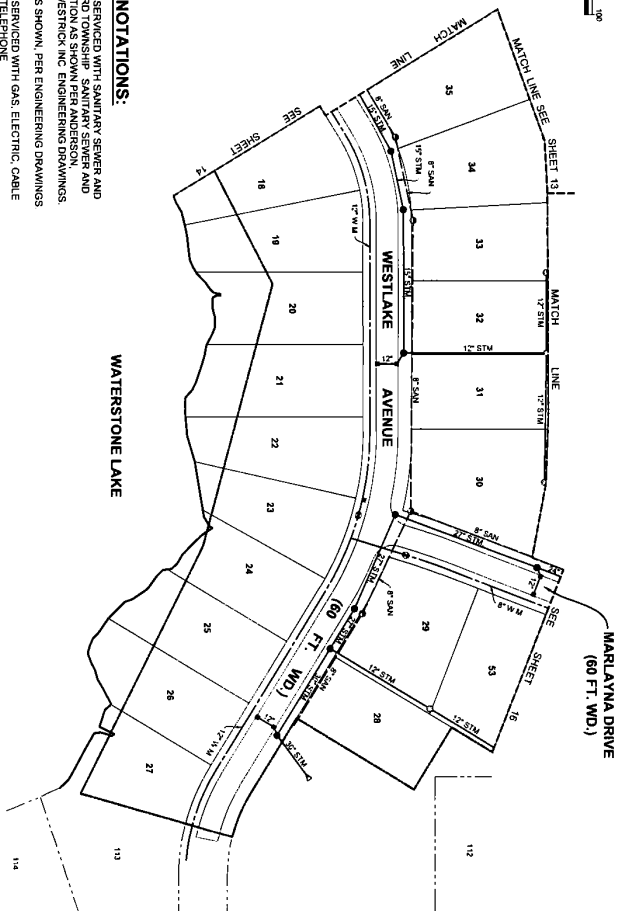
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**GENERAL NOTATIONS:**

ALL UNITS TO BE SERVICED WITH SANITARY SEWER AND WATER SERVICE SHALL BE SHOWN PER ANDERSON, ECKSTEIN, AND WESTRICK, INC. ENGINEERING DRAWINGS. STORM SEWER AS SHOWN, PER ENGINEERING DRAWINGS. ALL UNITS TO BE SERVICED WITH GAS, ELECTRIC, CABLE TELEVISION AND TELEPHONE.

UTILITIES, AS SHOWN, INDICATE PROPOSED LOCATIONS OF FACILITIES ONLY. AS DISCLOSED BY THE RECORDS OF THE VARIOUS COMPANIES AND NO GUARANTEE IS GIVEN AS TO ACCURACY OF LOCATIONS. LOCATIONS OF UTILITIES LOCATIONS WILL BE SHOWN ON AS-BUILT DRAWINGS.

ALL IMPROVEMENTS ON THIS SHEET MUST BE BUILT. LOCATION OF PROPOSED UTILITIES ARE APPROXIMATED.



WEST BAY SHORE DRIVE (60 FT. WD.)

WESTLAKE OF WATERSTONE
LIBER 262, PAGES 27-41, C & R

KEY PLAN

NOT TO SCALE

**LEGEND**

- PHONE, CABLE TV, ELECTRIC
- GAS UTIL. CONDITIONS
- SANITARY SEWER
- WATER MAIN
- STORM SEWER
- SANITARY MANHOLE
- HYDRANT
- GATE VALVE IN WELL
- CATCH BASIN (PAINT)
- CATCH BASIN (FIELD)
- STORM MANHOLE

CLIENT
WESTLAKE OF WATERSTONE, LLC

DWG FILE NO
12-16_UPL.DWG

DESIGNED BY
CIVIL

CHECKED BY
MSE

DATE
CIVIL



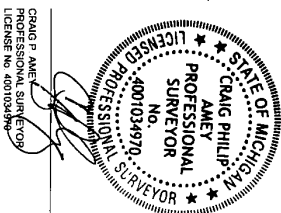
ANDERSON, ECKSTEIN AND WESTRICK, INC.

CIVIL ENGINEERS
51101 Squawbush Rd.
Shelby Township, MI 48153
Phone: 588-7751/334
Fax: 588-7758/8780
www.aew-inc.com

THE MANORS OF WESTLAKE**UTILITY PLAN**

PROPOSED
JUNE, 2021

CRAND P. AMEY
PROFESSIONAL SURVEYOR
LICENSE NO. 4001034970

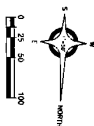


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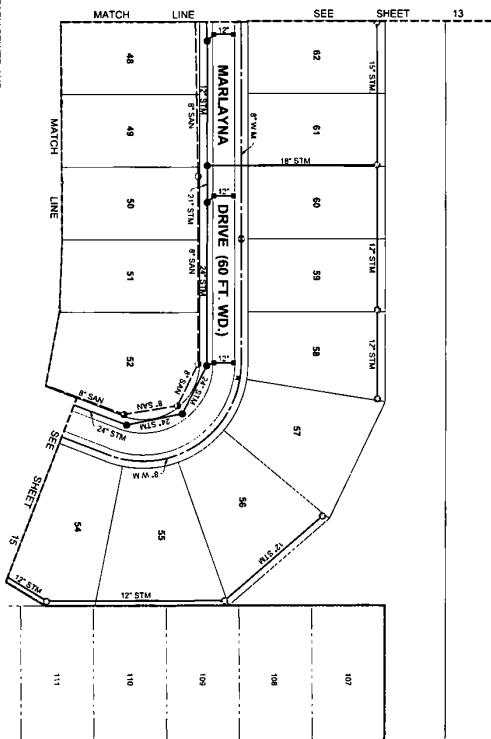
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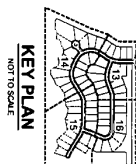
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DUNLAP ROAD (WIDTH VARIES)



WEST BAY SHORE DRIVE (60 FT. WD.)

WESTLAKE OF WATERSTONE
LIBER 262, PAGES 27-41, O.C.R.

KEY PLAN

LEGEND

- PHONE, CABLE TV, ELECTRIC & GAS UTIL. CONDUITS
- SANITARY SEWER
- WATER MAIN
- STORM SEWER
- SANITARY MANHOLE
- HYDRANT
- GATE VALVE IN WELL
- CATCH BASIN (PAV'T)
- CATCH BASIN (FIELD)
- STORM MANHOLE

GENERAL NOTATIONS:

ALL UNITS TO BE SERVICED WITH SANITARY SEWER AND WATER MAINS SHALL BE SERVICED BY SANITARY SEWER AND WATER INFORMATION AS SHOWN PER ANDERSON, ECKSTEIN, AND WESTRICK, INC. ENGINEERING DRAWINGS. STORM SEWER AS SHOWN, PER ENGINEERING DRAWINGS. ALL UNITS TO BE SERVICED WITH GAS, ELECTRIC, CABLE TELEVISION AND TELEPHONE.

UTILITIES, AS SHOWN, INDICATE PROPOSED LOCATIONS OF FACILITIES ONLY. AS DISCLOSED BY THE RECORDS OF THE VARIOUS COMPANIES AND NO GUARANTEE IS GIVEN AS TO THE ACCURACY OF THE INFORMATION. LOCATIONS OF UTILITIES LOCATIONS WILL BE SHOWN ON AS-BUILT DRAWINGS. ALL IMPROVEMENTS ON THIS SHEET MUST BE BUILT.

LOCATION OF PROPOSED UTILITIES ARE APPROXIMATED

CLIENT	WESTLAKE OF WATERSTONE, LLC
DWG. FILE NO.	12-18 UTIL DWG
PROJECT NO.	1245-0002
DESIGNED BY	CHADWICK
CHECKED BY	MAIS
DATE	CPIA



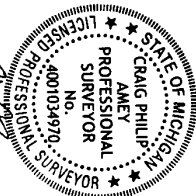
ANDERSON, ECKSTEIN AND WESTRICK, INC.
CIVIL ENGINEERS
51100 Squirewood Rd.
Shelby Township
Michigan 48315
www.aew-inc.com

THE MANORS OF WESTLAKE

UTILITY PLAN

PROPOSED
JUNE, 2021

CRAIG P. AMEY
PROFESSIONAL SURVEYOR
LICENSE NO. 34970

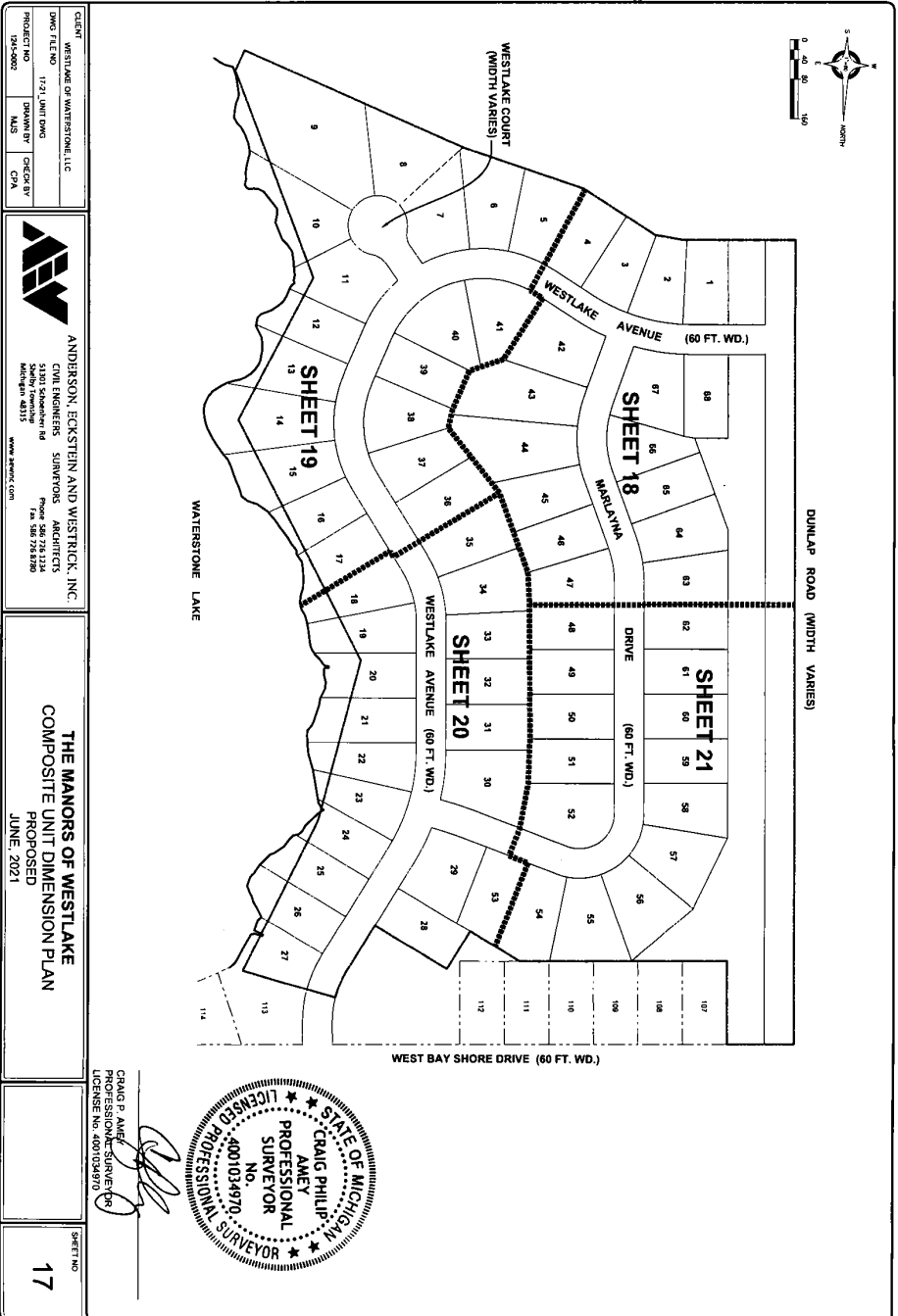


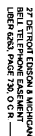
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16

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GENERAL NOTATION:

**ALL IMPROVEMENTS ON THIS SHEET
MUST BE BUILT**



NOTE:
ALL CURVILINEAR DISTANCES ARE
SHOWN ALONG THE ARC
1/2" REBAR WITH CAP #34970 SET
AT ALL LOT CORNERS.



KEY PLAN
NOT TO SCALE

SET MONUMENT

- PUBLIC UTILITY EASEMENT
 LIBER 23118, PAGE 384, O.C.R.
 PROPOSED STORM SEWER EASEMENT
 PROPOSED SANITARY EASEMENT
 PROPOSED WATER MAIN EASEMENT
 LIMITS OF OWNERSHIP FOR UNITS
 UNIT NUMBER
 CURVE LABEL



CRAIG P. AMER
PROFESSIONAL SURVEYOR
LICENSE NO. 4001034970

CLIENT: _____

WESTLAKE OF WATERSIDE, LLC

17.21 UNIT DMC

PROJECT NO	DRAWN BY
------------	----------

[illegible]

ANDERSON, ECKSTEIN AND WESTRICK, INC.

CIVIL ENGINEERS SURVEYORS

Shelby Township

www.burton.com

THE MANORS OF WESTLAKE

UNI-DIMENSIONAL PLAN

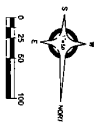
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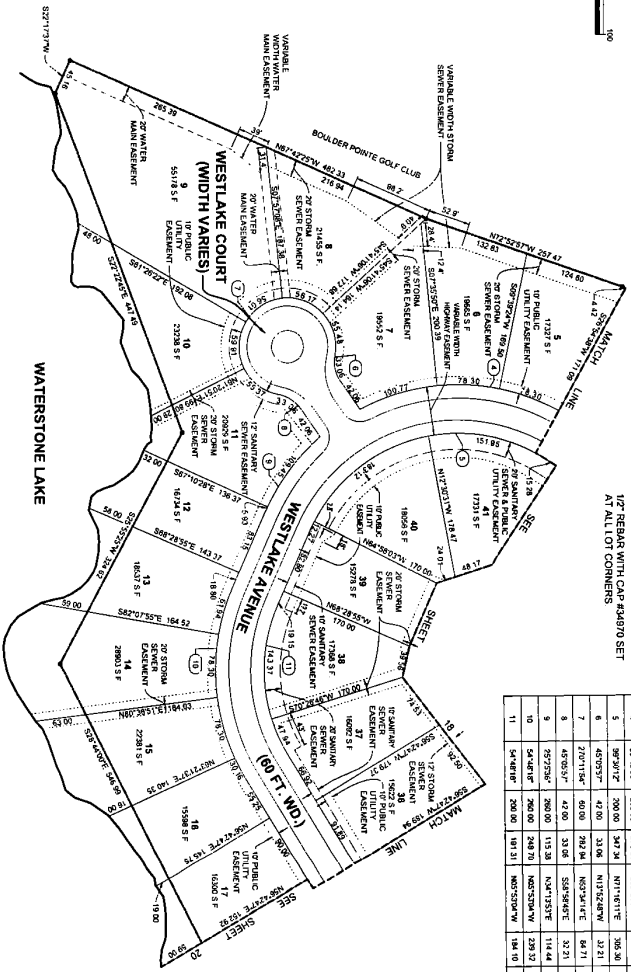
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GENERAL NOTATION:
ALL IMPROVEMENTS ON THIS SHEET
MUST BE BUILT.



NOTE:

ALL CURVELENGTH DISTANCES ARE
SHOWN ALONG THE ARC
1/2" REBAR WITH CAP & NUT SET
AT ALL LOT CORNERS

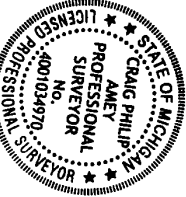
CURVE TABLE									
CURVE #	DATA	RAJUB	ARC	CAD BEARING	CAD	TANGENT			
4	60°43'00"	260.00	278.01	S89°22'38"	260.24	153.62			
5	96°30'17"	200.00	347.34	N71°46'11"	200.26	238.26			
6	45°03'37"	47.00	33.06	N15°52'48"	37.21	17.44			
7	27°01'14"	60.00	282.34	N53°47'47"	64.71	93.79			
8	45°03'37"	47.00	33.06	S54°46'11"	37.21	17.44			
9	75°22'38"	260.00	115.28	N24°13'57"	114.44	58.66			
10	54°46'11"	260.00	248.79	N65°53'58"	229.32	134.79			
11	54°46'11"	260.00	181.31	N65°53'58"	184.10	103.66			



NOT TO SCALE

LEGEND

- SET MONUMENT
- PUBLIC UTILITY EASEMENT
- LIBER 23118, PAGE 304, O.C.R.
- PROPOSED STORM SEWER EASEMENT
- PROPOSED SANITARY EASEMENT
- PROPOSED WATER MAIN EASEMENT
- LIMITS OF OWNERSHIP FOR UNITS
- 3 UNIT NUMBER
- ③ CURVE LABEL



[Signature]
 CRAIG P. AMEY
 PROFESSIONAL SURVEYOR
 LICENSE NO. 4001034970

CIENT
 WESTLAKE OF WATERSTONE, LLC
 DWG FILE NO. 17-21 UNIT DWG
 PROJECT NO. 1245-0002
 DESIGNED BY MMS
 CHECKED BY CPA

ANDERSON ECKSTEIN AND WESTRICK, INC.
 5100 SOUTHWEST CORNERS
 5100 SOUTHWEST CORNERS
 Suite 1700 West
 Michigan 48115
 Phone 248.775.1134
 Fax 248.775.8780
 www.aew-inc.com

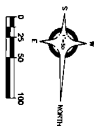
THE MANORS OF WESTLAKE
 UNIT DIMENSION PLAN
 PROPOSED
 JUNE, 2021

SHEET NO.

19

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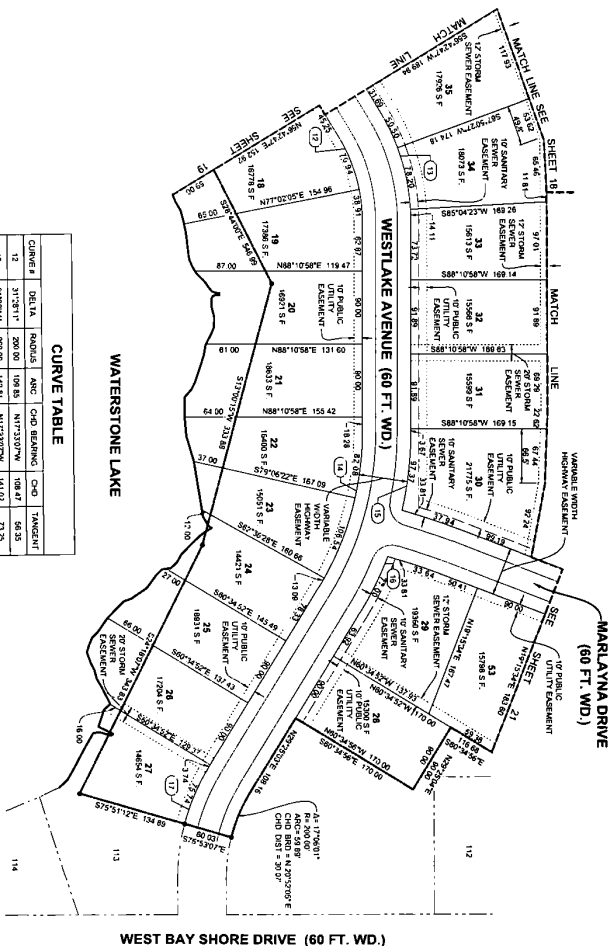
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GENERAL NOTATION:
ALL IMPROVEMENTS ON THIS SHEET
MUST BE BUILT.

CURVE TABLE					
CURVE #	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
12	37°28'11"	200.00	109.63	N17°13'07"W	108.47
13	37°28'11"	200.00	109.63	N17°13'07"W	108.47
14	37°28'11"	200.00	109.63	N17°13'07"W	108.47
15	37°28'11"	200.00	109.63	N17°13'07"W	108.47
16	37°28'11"	200.00	109.63	N17°13'07"W	108.47
17	37°28'11"	200.00	109.63	N17°13'07"W	108.47

WATERSTONE LAKE



WEST BAY SHORE DRIVE (60 FT. WD.)

WESTLAKE OF WATERSTONE
LIBER 366, PAGES 27-41, C.C.R.**NOTE:**

ALL CURVILINEAR DISTANCES ARE
SHOWN ALONG THE ARC.
1/2" REBAR WITH CAP #4@9" SET
AT ALL LOT CORNERS.

KEY PLAN
NOT TO SCALE**LEGEND**

- SET MONUMENT
- PUBLIC UTILITY EASEMENT
- PROPOSED STORM SEWER EASEMENT
- PROPOSED SANITARY EASEMENT
- PROPOSED WATER MAIN EASEMENT
- LIMITS OF OWNERSHIP FOR UNITS
- 3 UNIT NUMBER
- (7) CURVE LABEL

CRAG P. AMEY
PROFESSIONAL SURVEYOR
LICENSE NO. 4001034970



THE MANORS OF WESTLAKE

UNIT DIMENSION PLAN

PROPOSED
JUNE, 2021

SHEET NO.

20

CLIENT
WESTLAKE OF WATERSTONE, LLCDWG FILE NO.
17-21_UNIT DWGPROJECT NO.
1245-0002DRAWN BY
MJSCHECK BY
CPA

ANDERSON ECKSTEIN AND WESTRICK, INC.

5100 S. HARRIS AVENUE, SUITE 100

MADISON, WI 53703

PHONE: 608.770.3130

FAX: 608.770.8780

WWW.AEW-INC.COM

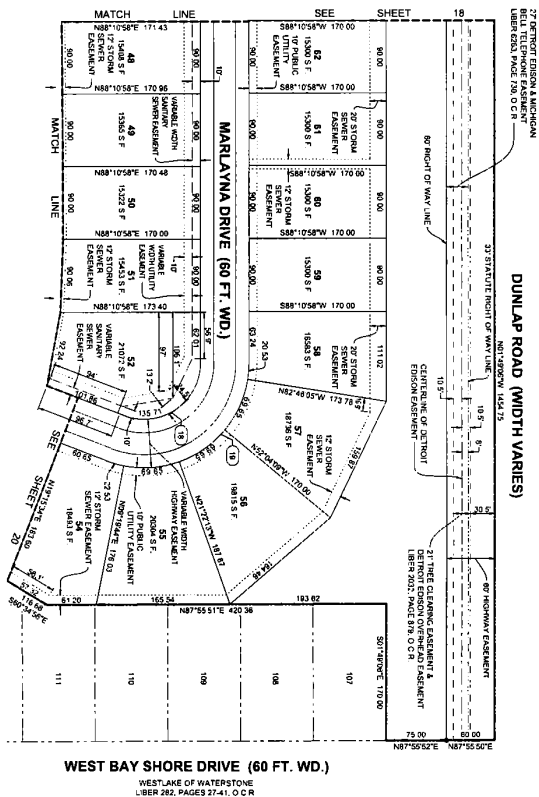
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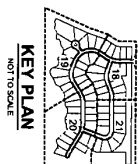


GENERAL NOTATION:
ALL IMPROVEMENTS ON THIS SHEET
MUST BE BUILT.

CURVE TABLE									
CURVE #	DELTA	ANGLE	ARC	CHD BEARING	CHD	TANGENT			
18	111°34'57"	70.00	133.71	N52°43'17"E	115.43	10.20			
19	111°34'57"	130.00	282.00	N52°43'17"E	214.37	188.42			

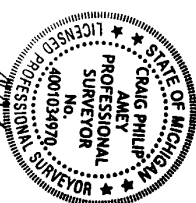


NOTE:
ALL CURVE LINEAR DISTANCES ARE
SHOWN ALONG THE ARC
1/2" REBAR WITH CAP 204970 SET
AT ALL LOT CORNERS.
NOT TO SCALE



LEGEND

- SET MONUMENT
- PUBLIC UTILITY EASEMENT
- LIBER 23/18, PAGE 364, O.C.R.
- PROPOSED STORM SEWER EASEMENT
- PROPOSED SANITARY EASEMENT
- PROPOSED WATER MAIN EASEMENT
- LIMITS OF OWNERSHIP FOR UNITS
- UNIT NUMBER
- CURVE LABEL



CRAG P. AMEY
PROFESSIONAL SURVEYOR
LICENSE NO. 4001034970

CLIENT
WESTLAKE OF WATERSTONE, LLC

DWG FILE NO. 1721 UNIT.DWG
PROJECT NO. 1724-0002
DESIGNED BY
CHECKED BY
DATE



ANDERSON, ECKSTEIN AND WESTRICK, INC.
CIVIL ENGINEERS
SUNSHINE TOWER
10000 W. 11TH AVENUE
SUITE 100
DENVER, CO 80231
TEL: 303.772.8780
WWW.AEW-INC.COM

THE MANORS OF WESTLAKE
UNIT DIMENSION PLAN
PROPOSED
JUNE, 2021

SHEET NO.

21