LIBER 51139 PAGE 191
$21.00 MISC RECORDING
$4.00 REMONUMENTATION
$5.00 AUTOMATION
10/04/2017 12:37:22 PM RECEIPT# 116397
PAID RECORDED - Oakland County, MI
Lisa Brown, Clerk/Register of Deeds

SECOND AMENDMENT TO MASTER DEED OF BRIDLEWOOD

HY-D Construction LLC, a Michigan limited liability company, the address of which is 1242 Meadowbrook, Oxford, Michigan 48371, being the Successor Developer of Bridlewood, a site Condominium Project established pursuant to the Master Deed thereof, recorded on August 23, 2005 in Liber 36119, at Page 830, Oakland County Records and First Amended Master Deed recorded on November 18, 2005 in Liber 36635, at Page 633, Oakland County Records and designated as Oakland County Condominium Subdivision Plan No. 1772, hereby amends the Master Deed of Bridlewood pursuant to the approval of at least 66 2/3% of the Co-owners for the purpose of modifying certain of the restrictions set forth in the Bylaws. Upon recording of this Amendment in the office of the Oakland County Register of Deeds, said Master Deed, and Exhibits A and B thereto, shall be amended as follows.

1. Section 2.2.7 of the Bylaws of Bridlewood shall be replaced with the following:

SP

¶2.2.7. Specific Architectural Design Regulations. Architectural design goals for Bridlewood are intended to promote harmony among the residences themselves and with the natural features of the surrounding environment. Designs will be reviewed for their compatibility with the design goal for the community. Architectural uniqueness and excellence is strongly encouraged. The office of the Developer is available to assist the future homeowners in the architectural and landscape design of the individual residences. Homeowners are strongly encouraged to involve the Architectural Control Committee in the design process from the earliest stages to take advantage of its expertise and ensure a smooth process. The following guidelines have been established to assist the homeowners and builders in the design of homes in Bridlewood:

2.2.7.1. Architectural Consistency. All exterior facades of the residences in Bridlewood are to be architecturally consistent in style, quality and detailing with the front facade of the residence. The front façade of the residences

03-21-201-000-ent

OK-AB
OK-RC

shall be comprised of 50% of either brick, stone or combination of brick and stone.

2.2.7.2. Exterior Building Materials. Exterior facades of all residences shall be finished completely in brick, stone, wood and vinyl. High grade wood and/or vinyl siding and certain composite siding materials ***may*** be allowed for certain areas of the house, at the sole discretion of the Architectural Control Committee. T-III sheet products, aluminum siding, asbestos siding, and pole barn siding materials are prohibited. Blonde and white brick colors are prohibited. Exterior colors are to be subdued and must be approved by the Architectural Control Committee. Pole barns are permitted subject to Brandon Township approval, provided that the exterior materials match those of the dwelling located on the same Unit. No alteration, modification, substitution or other variance from the designs, plans, specifications and other materials shall be permitted without the Architectural Control Committee's written approval of that variance. Architectural Control Committee reserves the right to deny or approve such variance request on a case by case basis.

2.2.7.3. Roofing Pitch and Materials. Roof pitch shall be only as approved by the Architectural Control Committee. Roofs shall be constructed of cedar shakes, cedar shingles, cementitious tile, slate or good quality (30 year rating), dimensional asphalt shingle with design, color and material approved by the Architectural Control Committee. White or light colored roofs are not permitted. Three tab shingles are prohibited.

2.2.7.4. Minimum Size. No residence shall be constructed on any Homesite that has a finished living area of less than 1,550 square feet for a one-story home, 1,700 square feet for a one and one-half story home, and 1,800 square feet for a two-story home. A one and one-half story home is a home that has two stories, but the master bedroom is located on the first, or ground, floor. For purposes of calculation, floor area shall be calculated on the basis of exterior dimensions of first and second floors exclusive of porches, patios, garages and basements. Each house shall have a basement with a floor area of no less than 1,200 square feet.

2.2.7.5. Setbacks. All residences shall be located within the building envelope of the Homesite as shown on the Condominium Subdivision Plan, which is Exhibit B to the Master Deed.

2.2.7.6. Garages. All garages must be attached. The width of the garage shall accommodate at least two cars.

2.2.7.7. Roof Vents. Plumbing vents, metal vents, caps, stacks and fleshings shall be located on the rear elevation of the house so as not to be visible

from the front/street-side of the house. Ridge vents are strongly encouraged as an alternative to can vents for attic ventilation.

2.2.7.8. Exterior Doors. Uniqueness in the design of front entry doors is strongly encouraged due to the architectural importance of this component in the overall appearance of a residence.

2.2.7.9. Foundations. Exterior brick or stone must extend to ground level to cover all block or concrete foundation walls, which must not be exposed at any area of a residence. Foundation vents if used, shall be unobtrusive and painted or stained to blend into the exterior building materials.

2.2.7.10. Air Conditioning Units. No window or wall mounted air conditioners are permitted. All exterior air conditioning equipment shall be located as to minimize noise to adjacent homes and shall be screened by landscaping so as to not be visible from the road or adjacent residences.

2.2.7.11. Driveways and Sidewalks. Driveways and sidewalks shall be located in the place approved by the Architectural Control Committee as shown on the approved site plan for the Unit.

2.2.7.12. Propane Tanks. Propane (liquid petroleum gas) tanks shall be located toward the rear of the Unit and shall be completely screened so as not to be visible from the street, the lake, and from neighboring Units and properties.

2.2.7.13. Mailboxes. Mailbox design and location is subject to approval by the Architectural Control Committee for aesthetic consistency with the residence. The Architectural Control Committee may specify a uniform mailbox design for all Units and may, at the Architectural Control Committee's discretion, provide the mailbox for each Unit, at the expense of the Co-owner of that Unit.

2.2.7.14 Lampposts. Homeowners may install a lamppost consistent with the architecture of the residence, with the lamp controlled by an automatic photocell switch. Lamppost designs and locations are subject to approval by the Architectural Control Committee. In order to preserve the rural character of Bridlewood, sparing use of outdoor lighting is encouraged. The Architectural Control Committee may require that each Co-owner install one or two lampposts and lamps in locations on the street-side of his or her house specified by the Architectural Control Committee, in order to provide ambient lighting near the streets in the Project.

2.2.7.15. Address Numerals. Each home shall incorporate either an address block constructed of granite, limestone or similar material and containing the carved numerals of the address of the residence or individual heavy

brass numerals appropriately placed in the front exterior area of the residence. Address numerals shall also be placed on the Unit's mailbox. Plastic or thin metal numerals are not permitted.

2.7.7.16. Fences and Walls. Fences and walls are not permitted to be installed along the boundaries of a Homesite, except along the perimeter of rear-yards in accordance with Township requirements. Low decorative courtyard walls not exceeding three (3) feet in height may be permitted subject to approval by the Architectural Control Committee. Fences enclosing in-ground swimming pools shall have a height required by applicable law, and constructed of materials and in a style appropriate to the character of the residence; if the height of fences enclosing swimming pools is not governed by any applicable law, then such fences shall not be less than four (4) feet in height. Chain link fences are not permitted unless vinyl coated. Wrought iron, aluminum fencing or similar fencing may be used and must be approved in writing by the Architectural Control Committee. Fencing is not allowed in wetland areas, in any area that would block wildlife access to Common Elements or habitat, in any area that would hinder the use of nature trails, or in any area that would block views.

2.2.7.17. Swimming Pools. ~~Only in ground,~~ aesthetically pleasing pools are permitted subject to the Architectural Control Committee's written approval. All pool areas shall be located in the rear (non-street side) yard and shall be visually screened with landscaping and all mechanical equipment shall be concealed from view.

2.2.7.18. Spas. Free standing aboveground spas not integrated into in-ground swimming pools shall be unobtrusively located close to the rear of the residence within a deck or patio area. Spas shall be visually screened from adjacent Homesites by landscaping or other manner approved by the Architectural Control Committee, and all mechanical equipment shall be fully concealed.

2.2.7.19. Dog Kennels and Runs. Dog kennels and dog runs are permitted in rear yards only.

2.2.7.20. Modulars and Mobiles. Modular homes, mobile homes, panel homes, manufactured, factory-built and other prefabricated homes and structures are prohibited.

2. Sections 2.2.10.4 and 2.2.10.12 of the Bylaws of Bridlewood shall be deleted.

In all respects, other than as hereinabove indicated, the original Master Deed of Bridlewood, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B, recorded as aforesaid, is hereby ratified, confirmed and redeclared.

Dated: _____, 2017

HY-D CONSTRUCTION LLC
a Michigan limited liability company

By: _____
Jeffery David Heidisch

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

The foregoing Second Amendment to Master Deed of Bridlewood was acknowledged before me this 31st day of October, 2017 in Oakland County, Michigan, by Jeffery David Heidisch, Member of HY-D Construction LLC, a Michigan limited liability company, on behalf of the company.

MINDI M. PERRY
Notary Public, State of Michigan
County of Oakland
My Commission Expires Oct. 08, 2023
Acting in the County of Oakland

Notary Public, Oakland County, Michigan
My commission expires: 10/8/23
Acting in Oakland County, Michigan

Second Amendment to Master Deed drafted by:
C. Kim Shierk
WILLIAMS, WILLIAMS, RATTNER & PLUNKETT, P.C.
380 North Old Woodward Avenue, Suite 300
Birmingham, Michigan 48009

When recorded, return to drafter

00957860 DOCX

323821
LIBER 36635 PAGE 633
$13.00 MISC RECORDING
$4.00 REMONUMENTATION
11/18/2005 02:00:00 P.M. RECEIPT# 130197
PAID RECORDED - OAKLAND COUNTY
RUTH JOHNSON, CLERK/REGISTER OF DEEDS

FIRST AMENDED MASTER DEED
OF
BRIDLEWOOD
OAKLAND COUNTY
CONDOMINIUM SUBDIVISION PLAN NO. 1772

Summit Properties & Development Company, Inc., a Michigan corporation ("Developer"), 6445 Citation Drive, Clarkston, MI 48346, being the developer of Bridlewood, a condominium project established pursuant to the Master Deed thereof, recorded in Liber 36119, Pages 830-887, Oakland County Records, and known as Oakland County Condominium Subdivision Plan No. 1772, hereby amends the Master Deed and Bylaws of Bridlewood pursuant to the authority reserved in Article 9 thereof for the purposes of: (a) amending Article 4, Section 4.1, Paragraph 4.1.3 of the Master Deed to eliminate the reference to a community dock in the Condominium, and (b) to add restrictions to the Bylaws concerning the construction of outbuildings on a Unit. Upon the recording of this amendment in the office of the Oakland County Register of Deeds, the Master Deed and Exhibit B thereto shall be amended in the following manner:

1. Article 4, §4.1, ¶4.1.3 of the Master Deed of Bridlewood is amended to read in its entirety as follows:

> "Article 4, §4.1, ¶4.1.3. Park and Lake. The lake, to the extent of the Project's riparian rights, if any, in Perry Lake, and the lakeside park shown on the Condominium Subdivision Plan for the Condominium Project. The Developer or the Association may, with appropriate Township and other governmental approvals, erect General Common Element docks along any General Common Element shore area of Perry Lake, for use by all co-owners in the Project subject to reasonable rules regarding usage adopted by the Board of Directors of the Association."

2P R

2. The following provision, being Article 2, §2.2, ¶2.2.7., subsection 2.2.7.26, is added to the Bylaws of Bridlewood:

Q001772

> "Outbuildings. Outbuildings may be constructed and allowed only after prior written approval of the Developer and the Township. Any such outbuilding must be site-built, must be designed in the same traditional or historical character as the residence on that Homesite, and must comply with all Township laws. However, the size, materials and design of those outbuildings are subject to the Developer's prior written approval. In any event, no more than one outbuilding shall be allowed on a Homesite and the total area of that outbuilding shall not exceed 700 square feet."

3. The provisions of the Master Deed and Bylaws of Bridlewood, as originally recorded and as amended hereby, and the Condominium Subdivision Plan of Bridlewood as originally recorded are hereby declared to be the First Amended Master Deed, Bylaws and Subdivision Plan of Bridlewood, Oakland County Condominium Subdivision Plan No. 1772.

03-21-200-003 parent Parcel.

O.K. - MH

4. In all respects other than as hereinabove indicated, the original Master Deed of Bridlewood, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B, recorded as aforesaid, and as amended, supplemented and superseded hereby, is hereby confirmed and redeclared to be the Master Deed, Bylaws and Subdivision Plan of Bridlewood.

Summit Properties & Development Company, Inc., a Michigan corporation

October 28, 2005

by _____
Carl Matisse, president

STATE OF MICHIGAN)
)SS.
COUNTY OF GENESEE)

On October 28, 2005, the foregoing First Amended Master Deed was acknowledged before me by Carl Matisse, the president of Summit Properties & Development Company, Inc., a Michigan corporation, on behalf of the corporation.

_____
☐ Heather E. Douglas
☒ Casey E. Lostutter
Notary Public,
Genesee County, Michigan
My commission expires: 9-16-2010

Drafted by and when recorded return to:
George F. Rizik, II (P30595)
Attorney at Law
Rizik & Rizik
8226 South Saginaw Street
Grand Blanc, Michigan 48439
(810) 953-6000

LIBER 36119 PG 830

238186
LIBER 36119 PAGE 830
$181.00 DEED - COMBINED
$4.00 REMONUMENTATION
08/23/2005 11:20:13 A.M. RECEIPT# 93461
PAID RECORDED - OAKLAND COUNTY
RUTH JOHNSON, CLERK/REGISTER OF DEEDS

BRIDLEWOOD
MASTER DEED

This Master Deed is executed on August 10, 2005, by Summit Properties & Development Company, Inc., a Michigan corporation ("Developer"), 6445 Citation Drive, Clarkston, MI 48346, pursuant to the provisions of the Michigan Condominium Act, 1978 P.A. 59, as amended, (the "Act").

RECITALS: By recording this Master Deed, and the attached Bylaws (Exhibit A) and Condominium Subdivision Plan (Exhibit B), the Developer intends to establish the real property described in Article 2 below, together with the improvements located and to be located on, and the appurtenances to, that real property as a residential site condominium project under the provisions of the Act. Therefore, the Developer establishes Bridlewood as a Condominium Project under the Act and declares that Bridlewood (the "Condominium", "Project" or the "Condominium Project") shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved and in all ways 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, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, and their successors and assigns. In furtherance of the establishment of the Condominium Project, it is provided that:

Article 1. Title and Nature. The Condominium Project shall be known as Bridlewood, Oakland County Condominium Subdivision Plan No. 772. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions and area of each, are set forth completely in Exhibit B. Each Unit is capable of individual use by having its own entrance from and exit to a Common Element of the Project. Each Co-owner in the Project has an exclusive right to his Unit, has undivided and inseparable rights to share with other Co-owners the Common Elements of the Project, and has the right to construct a single residential dwelling on his Unit, subject to the Condominium Documents and all applicable laws.

Article 2. Legal Description. The land submitted to the Condominium Project is described as: PART OF THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 21, T5N, R9E, BRANDON TOWNSHIP, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT ON THE NORTH - SOUTH ¼ LINE OF SAID SECTION 21, LOCATED S 02°12'11" E 197.61 FT FROM THE NORTH ¼ CORNER OF SECTION 21, T5N R9E; TH N 84°53'19" E 73.09 FT; TH N 02°12'11" W 128.44 FT; TH N 87°22'34" E 1247.33 FT; TH S 02°12'57" E 2572.11 FT TO A POINT ON THE EAST-WEST ¼ LINE OF SAID SECTION 21; TH ALONG SAID EAST - WEST ¼ LINE S 88°27'49" W 1320.97 FT TO A POINT ON SAID NORTH - SOUTH ¼ LINE OF SECTION 21; TH N 02°12'11" W 2415.43 FT ALONG SAID NORTH - SOUTH ¼ LINE TO THE POINT OF BEGINNING. CONTAINING 77.38 ACRES. TOGETHER WITH A 66FT X 300 FT EASEMENT FOR INGRESS AND EGRESS. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

03-21-200-003

Article 3. Definitions. Certain terms are utilized in this Master Deed and Exhibits A and B, and in various other instruments such as the Rules and Regulations of the Bridlewood Association, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of interests in, the Project. Those terms are usually capitalized (for example, the "Project") and are defined in the Act. Wherever used in those documents or any other pertinent instruments, those terms shall have the meanings given to them in the Act. The following terms, some of which are not defined in the Act, shall have the following respective meanings:

§ 3.1. Association. "Association" means Bridlewood Association, which is the nonprofit corporation organized under Michigan law of which all Co-Owners shall be members, which shall administer, operate, manage and maintain Bridlewood.

§ 3.2. Co-Owner. "Co-Owner" means a person, firm, corporation, partnership, limited liability company, association, trust, or other legal entity or any combination thereof who or which owns one or more Units in Bridlewood.

O.K. - RC O.K. - KB

§ 3.3. Developer. "Developer" means Summit Properties & Development Company, Inc., a Michigan corporation, which has made and executed this Master Deed, and its successors and assigns.

§ 3.4. Unit. "Unit" means a single Unit in Bridlewood.

§ 3.5. Homesite. "Homesite" means each Condominium Unit, its appurtenant Limited Common Element Yard, if any, and the General Common Element land area, if any, that is located between the Unit or Limited Common Element Yard and the paved portion of the adjacent street or roadway. The use of the term "Homesite" in the Condominium Documents shall not be interpreted to permit activities by the Co-owners on Common Elements except as expressly provided in the Condominium Documents or by the Michigan Condominium Act, 1978 PA 59, as amended or any successor statute.

§ 3.6. Development Period. "Development Period" means the period commencing on the date this Master Deed is recorded and ending on the date that the Developer no longer owns title to any Unit in the Project.

§ 3.7. Township. "Township" means Brandon Township, which is located in Oakland County, Michigan.

§ 3.8. Storm Water Management System. "Storm Water Management System" means all the storm water management and drainage facilities serving the Project as shown on Exhibit B, including without limitation all areas designated as drainage easements and easements for storm water retention and detention. Storm Water Management System includes both the storm water drainage facilities within the General Common Elements and also those within easements on individual Units or on Limited Common Elements appurtenant to Units, and shall also include any storm water filtration facilities in the Project whether within the General Common Elements or within easements on individual Units or on Limited Common Elements appurtenant to Units.

§ 3.9. Yard. "Yard" means the Limited Common Element land area surrounding a Unit and appurtenant to that Unit.

Article 4. Common Elements. The Common Elements of the Project and the respective responsibilities for maintenance, decoration, repair and replacement are:

§ 4.1. General Common Elements. The General Common Elements are:

¶ 4.1.1. Roads. The roadways located within the boundaries of Bridlewood, unless and until they are dedicated to the public.

¶ 4.1.2. Land. That part of the land within the Condominium Project that is not identified as either Units or Limited Common Elements.

¶ 4.1.3. Park and Lake; Docks. The lake, to the extent of the Project's riparian rights, if any, in Perry Lake, and the lakeside park shown on the Condominium Subdivision Plan for the Condominium Project. The Developer or the Association may, with appropriate Township and other governmental approvals, erect General Common Element docks along any General Common Element shore area of Perry Lake, for use by all co-owners in the Project subject to reasonable rules regarding usage adopted by the Board of Directors of the Association. The Township has approved the construction or installation of a community dock facility serving no more than five non-powered watercraft owned by the Association.

¶ 4.1.4. Electrical, Gas, Telephone and Cable Television. All underground electrical, gas, telephone and cable television mains and lines up to the point where they intersect the boundary of a Homesite and all common lighting for the Project, if any is installed.

¶ 4.1.5. Storm Water Management System. Those parts of the Storm Water Management System serving the Project that are designated on the Condominium Subdivision Plan as General Common Elements. Some of the storm water detention and retention areas are not designated as General Common Elements on the Condominium Subdivision Plan, but instead are located within easements that are within the boundaries of certain Units in the Project.

¶ 4.1.6. Water and Sanitary Sewers. The water mains, if and when they are installed, and sanitary sewer mains servicing the Project, if and when they are installed, but not laterals or service leads to a Unit.

¶ 4.1.7. Landscaping, Exterior Lighting and Sprinkler Systems. All landscaping, exterior lighting and sprinkler systems installed by the Developer or the Association within the General Common Element land areas.

¶ 4.1.8. Other. Other elements of the Condominium not designated as General or Limited Common Elements and not located within a Unit that are intended for common use of all Co-owners or are necessary to the Project.

§ 4.2. Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the Owner(s) of the Unit(s) to which the Limited Common Elements are appurtenant. The Limited Common Elements are:

¶ 4.2.1. Land. Certain land, including Yards surrounding Units, may be shown on the Condominium Subdivision Plan as Limited Common Element, and is limited in use to the Unit to which it appertains, as shown on Exhibit B.

¶ 4.2.2. Utility Leads. All utility laterals and service leads serving a Unit are limited in use to the Units serviced by them.

¶ 4.2.3. Driveways. Private driveways serving individual Units are Limited Common Elements, even if they are located partially on the General Common Element land area.

¶ 4.2.4. Community Sewer System. Most of the Units in the Project will not have individual on-site sewage disposal (i.e., septic) systems, but will be serviced by a community septic system. The community sewer system servicing Units 8-21, 23, and 25-31 of the Condominium Project (the "Community Sewer System"), including common tanks, individual tanks, sanitary lines, pumps and all other portions of that system, as depicted in the Condominium Subdivision Plan for the Project, shall be limited in use and enjoyment to Units 8-21, 23, and 25-31 of the Project. The Community Sewer System consists of the individual septic tanks, individual septic pumps, the connecting main sewers and manholes, one community septic tank, the drain field dosing pumps, the community drain field and other related facilities, as depicted in the Condominium Subdivision Plan for the Project. Units 1-7, 22 and 24 are not planned to be serviced by the Community Sewer System but by individual septic systems located on those respective Units.

¶ 4.2.5. Docks. The private docks serving Units 16-19 shall be Limited Common Elements, restricted in use and enjoyment to Units 16-19, respectively.

§ 4.3. Structures on Units Not Common Elements. Except as otherwise provided in the Condominium Documents, all structures and improvements located within the boundaries of a Homesite, including but not limited to buildings, landscaping, water wells, and septic systems, shall be owned in their entirety by the Co-owner of the Homesite on which they are located and shall not be Common Elements.

§ 4.4. Responsibilities. The responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are:

¶ 4.4.1. Co-owner Responsibilities.

4.4.1.1. Homesites. The responsibility for and the costs of maintenance, decoration, repair, replacement and property and liability insurance of each Homesite (except those portions of the Storm Water Management System located on a Homesite), all improvements on that Homesite (except actual physical improvements that are General Common Elements) and all Limited Common Elements appurtenant thereto shall be borne by the Co-owner of the Unit in that Homesite or to which the Limited Common Element appertains, subject to the maintenance, appearance and other standards contained in the Bylaws and Rules and Regulations of the Association.

4.4.1.2. Utility Services. The responsibility for and cost of maintenance, repair and replacement of all utility laterals and service leads within a Homesite and all expenses of providing utility service to a Homesite shall be borne by the Co-owner of the Unit in that Homesite, except to the extent that those expenses are borne by a utility company or a public authority.

¶ 4.4.2. Association Responsibilities.

4.4.2.1. Community Sewer System. Except in the case of Co-owner fault (such as, by way of example and not limitation, lines plugged by items placed into the system by a Co-owner), the Association shall have the responsibility for the maintenance, repair, operation and replacement of the Community Sewer System in the Project. The expenses of repair, administration, maintenance, operation and replacement of the Community Sewer System and any reserve for replacement thereof, and all costs payable to the Township pursuant to the

provisions of the Bylaws governing the Community Sewer System, shall be expenses of administration of the Project but shall be assessed only against Units 8-21, 23, and 25-31 of the Project. Except in the case of Co-owner fault, each of those Units shall be assessed an equal share of the expenses of repair, maintenance, operation and replacement of the Community Sewer System, which may be assessed as part of the regular assessments and/or as special assessments against those Units. Units 1-7, 22 and 24, which are serviced by their own, individual, on-site septic systems, shall not be assessed for any expenses or capital amount with respect to the Community Sewer System. The operation, maintenance, repair and replacement of the Community Sewer System are further subject to the terms and provisions of Article 2, Section 2.14 of the Bylaws of this Project. Costs and expenses of maintenance caused by Co-owner fault shall be paid by the Co-owner at fault.

4.4.2.2. Co-Owner Responsibilities for the Perpetual Funding Mechanism for the Operation, Maintenance and Replacement of the Sewerage System: Each Co-Owner will be responsible for payment of appropriate charges/fees made for the use of the wastewater treatment services and payment of appropriate charges/assessed fees made into the perpetual escrow fund. A perpetual escrow fund shall be established and maintained solely for the use of operation, maintenance and possible replacement of those elements of the sewerage system other than those elements defined herein as limited common elements. This fund is established solely for the use by the Association, which is the owner of the system. The escrow fund shall be separate from any other fund established and held for Bridlewood. The perpetual escrow fund shall be initially established for a two year amount of operation, maintenance and possible replacement of the sewerage system as was certified by a Michigan licensed engineer and reviewed by the MDEQ for administrative completeness in the permit application process for a sewerage system construction permit under the authority of Part 41 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. Additionally, not later than two years after the first day of operation of the sewerage system, this perpetual escrow fund shall be increased to the amount as was certified by the Michigan licensed engineer and reviewed for administrative completeness by the MDEQ for the 5 year amount of operation, maintenance and possible replacement of the sewerage system. This amount may be increased in the future as determined to be necessary by a Michigan licensed engineer; but shall never be decreased. If this fund is accessed for the sole purpose of operating, maintaining or completing necessary replacements of the sewerage system, notice shall be sent to the user association and the MDEQ within 10 days of the initial withdrawal. The notice to the user association members shall include a description of the additional prorated fee for reimbursement of the escrow. Each Co-Owner consents and agrees to pay a prorated amount of money into the escrow account as is necessary to fully replenish it to the required amount as identified herein, in the event the escrow funds or portion thereof are utilized for the operation, maintenance, repair, replacement or for other sewage treatment purposes of the entire sewerage system. The certified 5 year amount shall be achieved not later than five years from the date of the initial withdrawal.

4.4.2.3. It is anticipated that separate residential dwellings, water wells and sanitary sewage pumping/treatment facilities will be located within Bridlewood. The construction of each well and sanitary sewage pumping/treatment facility will be the sole responsibility of the Co-Owner(s) of the Unit which is served and shall be performed strictly in accordance of the Bridlewood rules/requirements and all applicable state, county and local public health and other statutes, regulations, rules and ordinances. Except as otherwise expressly provided, the responsibility for, and the costs of maintenance, repair and replacement of any Units, dwellings, well and sanitary sewage pumping/treatment facility appurtenant to each Unit will be jointly and severally borne by the sum of all Co-Owners, which is served thereby.

4.4.2.4. The costs of maintenance, repair and replacement of all General Common Elements, except the part of the General Common Element land area located within a Homesite, shall be borne by the Association, subject to any contrary provisions of the Bylaws. The foregoing notwithstanding, the Association may expend funds for landscaping, decoration, maintenance, repair and replacement of the General Common Element roadways, even after any dedication to the public, and such costs and expenses shall be costs of operation and maintenance of the Condominium.

4.4.2.5. The responsibility for and costs of maintenance, repair and replacement of the Storm Water Management System, including easements located on a Unit or Limited Common Element, shall be borne by the Association.

§ 4.5. Utility Systems. Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunications facilities, if any, described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, the utility lines, systems and equipment, and any telecommunications and cable television facilities, shall be Common Elements only to the extent of the Co-owners' interest in those items, if any, and Developer makes no warranty whatever with respect to the nature or extent of that interest, if any. The extent of the Developer's and Association's responsibility will be to see to it that water, sanitary sewer, telephone, electric and natural gas mains 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 utilities by laterals from the mains to any structures and fixtures located within the Units.

§ 4.6. Use of Units and Common Elements. No Co-owner shall use his Unit or the Common Elements in any way inconsistent with the purposes of the Project or in any way that will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements.

§ 4.7. Special Provisions for Roads, Storm Water Detention Areas and Filtration Facilities. Unless and until they are dedicated to the public, the Association shall have the responsibility for the maintenance, repair, operation and replacement of the roads, storm water detention areas and storm water filtration facilities in the Project. The expenses of repair, maintenance, operation and replacement of the roads, storm water detention areas and storm water filtration facilities and any reserve for the replacement thereof shall be expenses of administration of the Project, and shall be assessed against all Co-owners of Units in the Project. Except in the case of Co-owner fault, each of those Units shall be assessed a proportionate share equal to its Percentage of Value of the expenses of repair, maintenance, operation and replacement of the roads, storm water detention areas and storm water filtration facilities, which may be assessed as part of the regular assessments and/or as special assessments against those Units. The operation, maintenance, repair and replacement of the roads, storm water detention areas and storm water filtration facilities are further subject to the terms and provisions of the Bylaws of the Project. The roads, storm water detention areas and storm water filtration facilities shall be operated, maintained, repaired and replaced in accordance with the provisions of the Master Deed and Bylaws for the Project, all rules and regulations for the Project, and all applicable federal, state and local statutes, laws, ordinances and regulations. If the Association or its contractors or agents fails to comply with the roads, storm water detention areas and storm water filtration facilities operation, maintenance, repair or replacement requirements set forth in the Master Deed, the Bylaws and applicable laws, then, in addition to all other remedies available under applicable law, Brandon Township, the Oakland County Road Commission, the Oakland County Drain Commissioner, the Michigan Department of Environmental Quality, and their respective contractors and agents, may, at their option, with or without notice, enter onto the Project or any Unit that is not in compliance and perform any necessary maintenance, repair, replacement and/or operation of or on the roads, storm water detention areas and storm water filtration facilities. In that event, the Association shall reimburse the Township, the County and/or their contractors all costs incurred by it in performing the necessary maintenance, repair, replacement and/or operation of or on the roads, storm water detention areas and storm water filtration facilities, plus an administrative fee of 15%. If the Association does not reimburse the Township for those costs, then the Township, at its option, may assess the cost therefor, including reasonable legal and attorney costs and fees incurred in connection therewith, against the co-owners of all Units in the Project, to be collected as a special assessment on the next annual tax roll of the Township. At a minimum, the Association shall establish an annual inspection and maintenance program for the roads, storm water detention areas and storm water filtration facilities in the Project. This provision may not be modified, amended, or terminated without the consent of Brandon Township. Easements to the Township and other governmental agencies and bodies in furtherance of this section 4.7 are described in Article 7, Sections 7.7 and 7.8 of this Master Deed.

§ 4.8. Conflicts Between Master Deed and Subdivision Plan. Except for the Community Sewer System, all designations for the which shall be as set forth herein, if there is a conflict between the Master Deed and the Condominium Subdivision Plan in the classification or designation of a common element as General Common Element or Limited Common Element, then the classification or designation contained in the Condominium Subdivision Plan shall control.

Article 5. Unit Descriptions and Percentages of Value.

§ 5.1. Description of Units. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Bridlewood as prepared by Kieft Engineering, Inc. (Exhibit B). The Project consists of 31 site Units. Each Unit consists of the volume of land and air within the Unit boundaries as delineated with heavy outlines on Exhibit B. None of the Units in the Project is enclosed within a structure.

§ 5.2. Percentages of Value. The percentage of value of each Unit is equal to the quotient resulting from dividing 100% by the number of Units in the Project. All of the Units shall have equal percentages of value, because the Units place

approximately equal burdens on the Common Elements. The percentage of value assigned to each Unit shall determine each Co-owner's share of the Common Elements, the proportionate share of each Co-owner in the proceeds and expenses of administration (except for assessments for the Community Sewer System) and the value of the Co-owner's vote at meetings of the Association. Units 8-21, 23, and 25-31 have a 100 percent of the total value of the wastewater system to be administered by the Community Sewer System.

Article 6. Subdivision, Consolidation and Other Modifications of Units. 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. The resulting changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

§ 6.1. By Developer. Subject to approval by Brandon Township, Developer reserves the sole right during the Development Period, without the consent of any other Co-owner or any mortgagee of any Unit, to:

¶ 6.1.1. Subdivide Units. Subdivide or resubdivide any Units that it owns.

¶ 6.1.2. Consolidate Contiguous Units. Consolidate under single ownership two or more contiguous Units that it owns.

¶ 6.1.3. Relocate Boundaries. Relocate any boundaries between adjoining Units that it owns.

In connection with any subdivision, consolidation or relocation of boundaries of Units by the Developer, the Developer may modify, add to or remove Common Elements, and designate or redesignate them as General or Limited Common Elements and shall reallocate the percentages of value of the affected Units, as required by the Act. These changes shall be given effect by an appropriate amendment(s) to this Master Deed, which shall be prepared and recorded by and at the expense of the Developer.

§ 6.2. By Co-owners. Subject to approval by Brandon Township and, during the Development Period, the Developer, one or more Co-owners may:

¶ 6.2.1. Subdivision of Units. Subdivide or resubdivide any Units that he owns upon written request to the Association.

¶ 6.2.2. Consolidation of Units; Relocation of Boundaries. Consolidate under single ownership two or more contiguous Units that they own to eliminate boundaries or relocate the boundaries between those Units upon written request to the Association.

These changes shall be given effect by an appropriate amendment(s) to this Master Deed, which shall be prepared and recorded by the Association. The Co-owner(s) requesting the changes shall bear all costs of preparation and recording of the amendment(s). The changes shall become effective upon recording of the amendment in the office of the Oakland County Register of Deeds.

§ 6.3. Limited Common Elements. Limited Common Elements shall be subject to assignment and reassignment in accordance with Section 39 of the Act and in furtherance of the rights to subdivide, consolidate or relocate boundaries described in this Article 6.

§ 6.4. Construction of Improvements on Units. Subject to the restrictions contained in the Condominium Documents, including the Rules and Regulations of the Project, as amended, a Co-owner may construct on his Unit one single-family residence. All construction shall be in accordance with and subject to the Rules and Regulations and all applicable codes, ordinances, statutes, laws, rules, regulations and private use restrictions.

Article 7. Easements.

§ 7.1. Easement for Utilities. There shall be easements to, through and over the land in the Condominium (including all Units and their adjoining Limited Common Element setback areas) for the continuing maintenance, repair, replacement and enlargement of any General Common Element utilities in the Condominium as depicted on the Condominium Subdivision Plan as amended from time to time. If any portion of a structure located within a Unit encroaches upon a Common Element due to shifting, settling or moving of a building, or due to survey errors, construction deviations or change in ground

elevations, reciprocal easements shall exist for the maintenance of that encroachment for as long as that encroachment exists, and for its maintenance after rebuilding in the event of destruction.

§ 7.2. Easements Retained by Developer.

¶ 7.2.1. Roadway Easements.

7.2.1.1. Developer reserves for the benefit of itself, its successors and assigns, an easement for the unrestricted use of all roads and walkways in the Condominium for the purpose of ingress and egress to and from all or any portions of the Project. Developer further reserves the right during the Development Period to install temporary construction roadways and access ways over the Common Elements in order to gain access to the Project from a public road.

7.2.1.2. The Developer reserves the right at any time until the lapse of two (2) years after the expiration of the Development Period, and the Association shall have the right subsequent to that period, to dedicate to the public a right-of-way of such width as may be required by the local public authority over any or all of the General Common Element roadways in Bridlewood. That 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 Exhibit B, recorded in the Oakland County Records.

7.2.1.3. The Developer reserves the exclusive right until the lapse of the Development Period to maintain, repair, replace, decorate and landscape the Entranceways to the Project. The nature, extent and expense of maintenance, repair, maintenance, replacement, decoration and landscaping shall be at the sole discretion of the Developer. All costs and expenses of initial installation of decorations and landscaping shall not be costs and expenses of administration and operation of the Condominium, but shall be borne by the Developer. All costs and expenses of maintenance, repair, maintenance, replacement, decoration and landscaping other than for the initial installation of those improvements shall be costs and expenses of operation and administration of the Condominium. As used in this Paragraph (3), the term "Entranceways" shall include all General Common Element roads, including but not limited to paved portions of the General Common Element roads, the road right of way, median strips and planting and green areas located within 200 feet of the centerline of Parker Lane. After expiration of the Development Period or when Developer assigns to the Association or to another person the Developer's rights under this Paragraph A(3), the Association shall have the responsibility for maintenance, repair, replacement, decoration and landscaping of the entranceways to the extent those areas are General Common Elements for which the Association would otherwise have those responsibilities under the Master Deed and Bylaws for the Project.

¶ 7.2.2. Utility Easements. The 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, telephone, electrical, cable television, storm and sanitary sewer mains. In the event the 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.

¶ 7.2.3. Granting Utility Rights to Agencies. The Developer reserves the right at any time until the lapse of two (2) years after the expiration of the Development Period, and the Association shall have the right thereafter, 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 easement or transfer of title may be conveyed by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and Exhibit B recorded in the Oakland County Records.

¶ 7.2.4. Developer's Right of Use. The Developer, its successors and assigns, agents and employees, may maintain facilities as necessary on the Condominium Premises to facilitate the construction, development and sale of the Units including offices, models, storage areas, maintenance areas and parking. The Developer shall also have the right of access to and over the Project to permit the construction, development and sale of the Units.

§ 7.3. 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 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 that may be necessary for the benefit of the Condominium subject, however, to the approval of the Developer so long as the Development Period has not expired.

§ 7.4. Association Easements for Maintenance, Repair and Replacement. The Developer, the Association and all public or private utilities shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration, replacement or upkeep which they or any of them are required or permitted to perform under the Condominium Documents or by law or to respond to any emergency or common need of the Condominium.

§ 7.5. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Development Period, shall have the power to grant 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. However, the Board of Directors shall not enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing that will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any Telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

§ 7.6. Other Community Easements. The Developer (or the Association after the expiration of the Development Period) shall have the right to grant any other easements on the Common Elements that are necessary or desirable for development, community usage, coordinated maintenance and operation of Bridlewood and to confer responsibilities and jurisdiction for administration and maintenance of those easements upon the administrator of Bridlewood.

§ 7.7. Easement for Maintenance of Roads, Storm Water Detention Areas and Filtration Facilities. The Association, the Oakland County Road Commission, the Oakland County Drain Commissioner, the Michigan Department of Environmental Quality, and Brandon Township and their respective contractors, employees, agents and assigns are hereby granted a permanent and irrevocable easement to enter onto the General Common Elements, onto each Unit serviced by the roads, storm water detention areas and storm water filtration facilities, and onto the Limited Common Elements appurtenant to those Units for the purpose of inspections, improvement, repairing, maintaining (including preventative maintenance), and/or replacing the roads, storm water detention areas and storm water filtration facilities or any portion thereof. The area of the Condominium Premises that contains any part of the roads, storm water detention areas and storm water filtration facilities shall be maintained in a manner so as to be accessible at all times and shall contain no structures or landscaping features that would unreasonably interfere with such access. This easement shall not be modified, amended or terminated without the consent of Brandon Township.

§ 7.8. Storm Water Management System Easements. The Developer, the Association and all appropriate governmental agencies and bodies shall have easements for the construction, operation, administration, maintenance, repair and replacement of the Storm Water Management System over, under, across and through those portions of the Condominium Premises, including all Units and Common Elements, designated on Exhibit B hereto as storm water detention areas or easements, storm water retention areas or easements, storm water drainage areas or easements. No Co-owner shall modify any portion of the Storm Water Management System without the prior written consent of the Board of Directors of the Association.

§ 7.9. Easement for Maintenance of Community Sewer System. The operator of the Community Sewer System and the Township and their respective contractors, employees, and agents are hereby granted a permanent and irrevocable easement to enter onto the General Common Elements, onto each Unit serviced by the Community Sewer System, and onto the Limited Common Elements appurtenant to those Units for the purpose of inspections, improvement, repairing, maintaining, operating and/or replacing the Community Sewer System or any part thereof. The area of the Condominium Premises that contains any part of the Community Sewer System shall be maintained in a condition so as to be accessible at all times and shall contain no structures or landscaping features that would unreasonably interfere with such access. This easement shall not be modified, amended or terminated without the consent of the Township. This provision shall not be interpreted to

require the Township to provide such services or take any action with respect to the Community Sewer System, all of which action shall be at the Township's option

§ 7.10. Emergency Service and Other Easements. The Township, Oakland County, State of Michigan and the Unites States Government, and all subdivisions and agencies thereof are hereby granted easements over the Common Elements of the Project in order to provide necessary emergency services, including by way of example and not limitation, police and fire services and to discharge or perform any other act that they are required or permitted to perform by law or by the Condominium Documents.

Article 8. Withdrawal of Undeveloped Land. Notwithstanding Section 33 of the Act, if the Developer has not completed development and construction of the entire Condominium Project during a period ending 10 years from the date of commencement of construction by the Developer of the Project, the Developer, its successors, or assigns may, and hereby reserve the right to, withdraw from the Project all undeveloped portions of the Project, including proposed improvements identified as "need not be built", without the prior consent of any Co-owners, mortgagees of Units in the Project, or any other party having an interest in the Project. If this Master Deed contains provisions permitting the expansion, contraction, or rights of convertibility of Units or Common Elements in the Condominium Project, then the time period is 6 years from the date the Developer exercised its rights with respect to either expansion, contraction, or rights of convertibility, whichever right was exercised last. The undeveloped portions of the Project withdrawn shall also automatically be granted easements for utility and access purposes through the Condominium Project for the benefit of the undeveloped portions of the Project. If the Developer does not withdraw the undeveloped portions of the Project from the Project before expiration of the above time periods, then those lands shall remain part of the Project as General Common Elements and all rights to construct Units upon that land shall cease. In such an event, if it becomes necessary to adjust percentages of value as a result of fewer Units existing, a Co-owner or the Association of Co-owners may bring an action to require revisions to the percentages of value pursuant to Section 96 of the Act.

Article 9. Amendment. This Master Deed, the Bylaws and Condominium Subdivision Plan may be amended as set forth in this Article.

§ 9.1. Consent Required for Material Changes. Except as provided in this Article the Master Deed, Bylaws, and Condominium Subdivision plan may be amended, even if the amendment will materially alter or change the rights of the Co-owners or mortgagees, with the consent of not less than 2/3 of the votes of the Co-owners and mortgagees. A mortgagee shall have 1 vote for each mortgage held. The 2/3 majority required in this Section may not be increased by the terms of the Condominium Documents, and a provision in any Condominium Document that requires the consent of a greater proportion of Co-owners or mortgagees for the purposes described in this Section is void and is superseded by this Section. For purposes of this Section, the affirmative vote of a 2/3 of Co- owners means 2/3 of all Co-owners entitled to vote as of the record date for those votes.

§ 9.2. Amendments That Do Not Materially Affect Owners or Mortgagees. The Condominium Documents may be amended by the Developer or the Association without the consent of Co-owners or mortgagees if the amendment does not materially alter or change the rights of a Co-owner or mortgagee or if the amendment is made for the purpose of complying with governmental requirements applicable to the Project. An amendment that does not materially change the rights of a Co-owner or mortgagee includes, but is not limited to, a modification of the types and sizes of unsold Condominium Units and their appurtenant Limited Common Elements. An amendment that does not materially change the rights of a mortgagee further includes, but is not limited to, any change in the Condominium Documents that, in the written opinion of an appropriately licensed real estate appraiser, does not detrimentally change the value of any unit affected by the change.

§ 9.3. Modification of Percentage of Value, Units or Common Elements. The method or formula used to determine the percentage of value of units in the project for other than voting purposes, and any provisions relating to the ability or terms under which a Co-owner may rent a unit, may not be modified without the consent of each affected Co-owner and mortgagee. 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 5, Section 5.6.3 of the Bylaws and except as provided in Articles 6, 7 and 8 of this Master Deed. No Unit dimension may be modified in any material way without the consent of the Co-owner or mortgagee of the Unit nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the Co-owner and mortgagee of any Unit to which the same are appurtenant, except as otherwise expressly provided to the contrary in this Master Deed.

§ 9.4. By Developer. Prior to 1 year after expiration of the Development 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. The Developer may amend the Master Deed, Bylaws and Condominium Subdivision Plan in any manner and at any time without the consent of the Association, any Co-owner, any mortgagee or any other person if the amendment is required by any governmental agency having jurisdiction over any aspect of the Project, including but not limited to amendments required by a road commission, drain commissioner or other agency for the purpose of or in connection with the dedication of general common elements to the public.

§ 9.5. Mortgagee Consent. Notwithstanding any provision of the Condominium Documents to the contrary, mortgagees are entitled to vote on amendments to the Condominium Documents only under the following circumstances:

¶ 9.5.1. Termination of the Condominium Project.

¶ 9.5.2. A change in the method or formula used to determine the percentage of value assigned to a unit subject to the mortgagee's mortgage.

¶ 9.5.3. A reallocation of responsibility for maintenance, repair, replacement, or decoration for a Condominium Unit, its appurtenant Limited Common Elements, or the General Common Elements from the Association of Co-owners to the Condominium Unit subject to the mortgagee's mortgage.

¶ 9.5.4. Elimination of a requirement for the Association of Co-owners to maintain insurance on the project as a whole or a condominium unit subject to the mortgagee's mortgage or reallocation of responsibility for obtaining or maintaining, or both, insurance from the Association of Co-owners to the condominium unit subject to the mortgagee's mortgage.

¶ 9.5.5. The modification or elimination of an easement benefitting the condominium unit subject to the mortgagee's mortgage.

¶ 9.5.6. The partial or complete modification, imposition, or removal of leasing restrictions for condominium units in the condominium project.

§ 9.6. Mortgagee Consent Procedure. To the extent the Act or the Condominium Documents require a vote of mortgagees of Units on amendment of the Condominium Documents, the procedure described in this section applies

¶ 9.6.1. Mortgagees are not required to appear at any meeting of Co-owners except that their approval shall be solicited through written ballots. Any mortgagee ballots not returned within 90 days of mailing shall be counted as approval for the change.

¶ 9.6.2. The date on which the proposed amendment is approved by the requisite majority of Co-owners is referred to as the "control date". Only those mortgagees who hold a duly recorded mortgage or a duly recorded assignment of a mortgage against 1 or more Condominium Units in the Condominium Project on the control date are entitled to vote on the amendment. Each mortgagee entitled to vote shall have 1 vote for each Condominium Unit in the Project that is subject to its mortgage or mortgages, without regard to how many mortgages the mortgagee may hold on a particular Condominium Unit.

¶ 9.6.3. The Association of Co-owners shall give a notice to each mortgagee entitled to vote containing all of the following:

9.6.3.1. A copy of the amendment or amendments as passed by the Co-owners.

9.6.3.2. A statement of the date that the amendment was approved by the requisite majority of Co-owners.

9.6.3.3. An envelope addressed to the entity authorized by the Board of Directors for tabulating mortgagee votes.

9.6.3.4. A statement containing language in substantially the following form: "A review of the Association records reveals that you are the holder of 1 or more mortgages recorded against title to 1 or more Units in the Bridlewood condominium. The Co-owners of the Condominium adopted the attached amendment to the Condominium Documents on [insert control date]. Pursuant to the terms of the Condominium Documents and/or the Michigan Condominium Act, you are entitled to vote on the amendment. You have 1 vote for each Unit that is subject to your mortgage or mortgages. The amendment will be considered approved by mortgagees if it is approved by 66-2/3% of the mortgagees. In order to vote, you must indicate your approval or rejection on the enclosed ballot, sign it, and return it not later than 90 days from [insert control date]. Failure to timely return a ballot will constitute a vote for approval. If you oppose the amendment, you must vote against it.".

9.6.3.5. A ballot providing spaces for approving or rejecting the amendment and a space for the signature of the mortgagee or an officer of the mortgagee.

9.6.3.6. A statement of the number of condominium units subject to the mortgage or mortgages of the mortgagee.

9.6.3.7. The date by which the mortgagee must return its ballot.

¶ 9.6.4. The Association of Co-owners shall mail the notice required by Subsection 10.5.3 to the mortgagee at the address provided in the mortgage or assignment for notices by certified mail, return receipt requested, postmarked within 30 days after the control date.

¶ 9.6.5. The amendment is considered to be approved by the mortgagees if it is approved by 66-2/3% of the mortgagees whose ballots are received, or are considered to be received, in accordance with Section 90(2) of the Act, by the entity authorized by the Board of Directors to tabulate mortgagee votes not later than 100 days after the control date. In determining the 100 days, the control date itself shall not be counted but the one-hundredth day shall be included unless the one-hundredth day is a Saturday, Sunday, legal holiday, or holiday on which the United States postal service does not regularly deliver mail, in which case the last day of the 100 days shall be the next day that is not a Saturday, Sunday, legal holiday, or holiday on which the United States postal service does not regularly deliver mail.

¶ 9.6.6. The Association of Co-owners shall maintain a copy of the notice, proofs of mailing of the notice, and the ballots returned by mortgagees for a period of 2 years after the control date.

§ 9.7. Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of the Developer together with 80% of the non-Developer Co-owners.

§ 9.8. Developer Approval. The foregoing notwithstanding, the Association may not amend the Condominium Documents without the consent of the Developer during the Development Period regardless of whether or not the amendment materially affects the rights of a Co-owner or mortgagee. Article 6, Article 7, Article 8, Article 9 and this Article 10 shall not be amended nor shall the provisions thereof be modified by any other amendment to this Master Deed without the written consent of the Developer so long as the Developer continues to offer any Unit in the Condominium for sale or for so long as there remains, under such provisions, any further possibility of expansion of the Condominium Project or possibility of construction of residential units on the land described in Article 7 hereof. No easements created under the Condominium Documents may be modified or obligations with respect thereto varied without the consent of each owner benefitted thereby. Reserved rights may not be amended except by or with the consent of the Developer.

§ 9.9. Costs. A person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment, except for amendments based upon a vote of a prescribed majority of Co-owners and mortgagees or based upon the advisory committee's decision, the costs of which are expenses of administration.

§ 9.10. Notice of Amendments. Co-owners shall be notified of proposed amendments, under this section, not less than 10 days before the amendment is recorded.

Article 10. Consent to Special Assessment District.

§ 10.1. Permit. The Community Sewer System, which is a wastewater treatment system, will be established, constructed, owned, operated and maintained pursuant to, and subject to the provisions of Part 41 of the Michigan Natural Resources and Environmental Protection Act, MCL 324.4101 et seq. ("Act 451"), as amended. Section 4105 of Act 451 requires that a permit be applied for by the Developer/owner and issued by the Michigan Department of Environmental Quality ("MDEQ") prior to commencement of construction of the wastewater treatment system.

§ 10.2. Municipality Requirements. The Township of Brandon may be required to undertake the operation and maintenance of the wastewater treatment system at some time in the future if they enter into such agreement with the Bridlewood Association. The Township of Brandon shall, in the event that it does enter into such an agreement with the Association, undertake the operation and maintenance of the system in the event the Association becomes insolvent or dissolves and is no longer able to operate the wastewater treatment facility and/or the Association fails or refuses to undertake or complete any necessary repairs or maintenance. In consideration of, and as an inducement to operate, maintain and perform necessary replacements to the wastewater system in the future by entering into a Resolution and Agreement the Township of Brandon will require the Association to indemnify it for funds required to be expended by the Township for the maintenance, operation and possible replacement of the wastewater treatment system in the future, and to consent to the establishment of a special assessment district ("SAD") to recover such expenditures.

§ 10.3. Consent to Establishment of Special Assessment District (SAD). The Developer, the Association, and each of the Co-Owners, on behalf of themselves and their respective heirs, devisees, personal representatives, successors and assigns, and with the express intent to bind, and run with, their respective Units and the Bridlewood Condominium Premises in perpetuity, hereby irrevocably consent to choose to grant the owner the authority to assess a user fee to each Unit to be paid in monthly payments to the owner at the rate proportionate to each Unit based upon the gallons of waste water generated and sent to the sanitary sewer system, or water SAD, granting the owner the authority to assess the user fee as indicated above until such time that the municipality may need to assume representatively for operation and maintenance of the sanitary sewer system under the terms described in the above-described Resolution and Agreement, if applicable. This establishment shall be the Bridlewood Condominium Premises for the SAD. In connection therewith, the Association, its officers, directors, and members covenant and agree to enter into, and execute, any and all documentation from time to time determined by the Municipality and its attorneys to be necessary for the establishment of such SAD.

§ 10.4. Indemnification; Assignment of Lien Rights. In connection with the foregoing, the Co-Owners authorize and empower the Association and its President and Vice President, or any of them, to enter into and execute such indemnification agreement or agreements as may be required by the Township of Brandon to evidence the indemnity undertaking of the Association hereunder. Further, the Association shall be deemed to have collaterally assigned to the Township of Brandon the Association's lien rights under the Condominium Documents, for the purpose of funding the expenses, if any, incurred by the Township of Brandon in carrying out any future undertaking with respect to the operation and maintenance of the wastewater treatment system, if for any reason the contemplated SAD is not established, or if established, is determined to be invalid.

Article 11. Assignment. The Developer may assign 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, to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the Office of the Oakland County Register of Deeds.

WITNESSES:

George F. Rizik, II

Summit Properties & Development Company, Inc.
a Michigan corporation

by _____
Carl Matisse, president

☐ Heather E. Douglas or ☒ Casey E. Lostutter

STATE OF MICHIGAN)
)SS.
COUNTY OF GENESEE)

On August 10, 2005, the foregoing Master Deed was acknowledged before me by Carl Matisse, the president of Summit Properties & Development Company, Inc., a Michigan corporation, on behalf of the corporation.

Casey E Lostutter

☐ Heather E. Douglas
☒ Casey E. Lostutter
Notary Public, Genesee County, Michigan
My commission expires: 9-16-2010

Drafted by and when recorded return to:
George F. Rizik, II (P30595)
Attorney at Law
Rizik & Rizik
8226 South Saginaw Street
Grand Blanc, Michigan 48439
(810) 953-6000

EXHIBIT A TO MASTER DEED
BYLAWS OF BRIDLEWOOD

Article 1. Association of Co-owners. Bridlewood, a residential site condominium Project located in Brandon Township, Oakland County, Michigan, shall be administered by an Association of Co-owners which shall be a Michigan non-profit corporation (the "Association") responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3(8) of the Act and the Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Co-owner shall be entitled to membership and no other person or entity shall be entitled to membership. The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Project available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Project. All Co-owners in the Project and all persons using or entering upon or acquiring any interest in any Unit or Common Elements shall be subject to the provisions and terms set forth in the Condominium Documents.

Article 2. Restrictions. All of the Units in the Condominium shall be held, used and enjoyed subject to the following limitations and restrictions:

§ 2.1. Residential Use. No Unit in the Condominium shall be used for other than single-family residential purposes and the Common Elements shall be used only for purposes consistent with single-family residential use. No building of any kind shall be erected within a Unit except one private residence.

§ 2.2. Architectural Control and Construction Regulations. Except as otherwise expressly provided herein, the Architectural Control Committee shall have exclusive jurisdiction over and the rights of approval and enforcement of the restrictions contained in this Section 2.2 and its subsections and paragraphs. The Developer shall have the exclusive right in its sole discretion to appoint and remove all members of the Architectural Control Committee until such time as Certificates of Occupancy have been issued for dwelling structures in one hundred percent (100%) of the Units. At the Developer's discretion, the Architectural Control Committee shall consist solely of the Developer. There shall be no surrender of this right prior to the issuance of Certificates of Occupancy for dwelling units on one hundred percent (100%) of the Units except as the Developer may have specifically assigned to the Association, or to a successor developer, the power to appoint and remove the members of the Architectural Control Committee by a written instrument executed by the Developer in recordable form. From and after the date of an assignment to the Association, or the expiration of the Developer's exclusive power of appointment and removal, the Architectural Control Committee shall be appointed by the Board and the Developer shall have no further responsibilities with respect to any matters of approval or enforcement set forth herein. The Architectural Control Committee shall consist of at least one (1), but not more than five (5), persons. Neither the Developer nor any member of the Architectural Control Committee shall be compensated for time expended in architectural control activities.

¶ 2.2.1. The primary purpose of providing for architectural control is to assure the proper and harmonious development of the Condominium in order to maximize the aesthetic beauty of the Condominium consistent with the surrounding area. To this end, the Architectural Control Committee shall be deemed to have broad discretion to determine what dwelling structures, fences, walls, hedges or other structures and/or improvements will enhance the aesthetic beauty and desirability of the Condominium, or otherwise further or be consistent with the purpose of any restriction.

¶ 2.2.2. In no event shall the Developer, any successor developer, the Association or the Architectural Control Committee have any liability whatsoever to anyone for the Architectural Control Committee's approval or disapproval, or delay in acting upon, any plans, drawings, specifications, elevations of dwelling units, fences, walls, hedges or other structures or improvements subject hereto, whether such alleged liability is based on negligence, tort, express or implied contract, fiduciary duty or otherwise. In no event shall the Developer or any successor developer, the Association or the Architectural Control Committee have any liability to anyone, including but not limited to Unit Co-owners, for approval to plans, specification, structures or the like, which are not in conformity with the provisions of the Condominium Documents, or for disapproving or delaying the approval of plans, specifications, structures or the like, which may be in conformity with the Condominium Documents. In no event shall any party have the right to impose liability on, or otherwise contest judicially, the Developer, any successor developer, the Association, the individual directors and/or officers of the Association, or the Architectural Control Committee for any decision of the Developer, any successor developer, the Association or the Architectural Control Committee (or alleged failure or delay of the Developer, any successor developer, the Association or the Architectural Control Committee to make a decision) relative to the approval or disapproval of the dwelling structure and/or improvement or any aspect or other matter as to which the Developer or successor developer, acting through the Architectural Control Committee or otherwise, reserves the right to approve or waive under the Condominium Documents.

¶ 2.2.3. The approval by the Developer, successor developer or Architectural Control Committee, as the case may be, of a structure, improvement or other matter shall not be construed as a representation or warranty that the structure, improvement or other matter is in conformity with the ordinance or other requirements of Brandon Township, or of any other governmental authority with jurisdiction, or with any law or statute. Any obligation or duty to ascertain any such non-conformities or to advise the Co-owner or any other person of same (even if known) is hereby disclaimed.

¶ 2.2.4. Architectural Control Process. Except as otherwise expressly provided, a Co-owner intending to construct, erect, modify or install any dwelling structure, garage, fence, wall, substantial additional landscape planting, tree, drive, walk, dog run, basketball backboard, playground equipment, deck, pool, hot tub, gazebo, exterior light post, gate or other structure or improvement, or to change the exterior appearance or elevation of any structure, in either case located upon a Homesite, shall submit to the Architectural Control Committee plans and specifications, including site, grading, utility, residence, garage and landscape plans, as applicable, prepared and sealed by an architect registered in the state of Michigan, or by another person or entity approved by the Architectural Control Committee, showing the size, nature, kind, type and color of the elevations, façade, height, materials, color scheme (including but not limited to stain and paint colors), siding, location and approximate cost of such improvement. The Co-owner shall obtain the express written consent of the Architectural Control Committee, which shall have the sole and absolute discretion to determine the suitability of same. A copy of the plans and specifications, as finally approved, shall be kept permanently with the Architectural Control Committee.

¶ 2.2.5. Construction Regulations; Landscaping. All Units shall meet or exceed applicable municipal ordinances pertaining to setbacks, building height, lot coverage, landscaping, etc.

¶ 2.2.6. Typical Yard Setbacks. The yard setback requirements as may be established by the Township from time to time shall be adhered to in the construction of any dwelling structure or other improvement upon a Unit, unless a variance therefrom is granted by the Township and the Architectural Control Committee, in writing.

¶ 2.2.7. Specific Architectural Design Regulations. Architectural design goals for Bridlewood are intended to promote harmony among the residences themselves and with the natural features of the surrounding environment. Designs will be reviewed for their compatibility with the design goal for the community. Architectural uniqueness and excellence is strongly encouraged. The office of the Developer is available to assist the future homeowners in the architectural and landscape design of the individual residences. Homeowners are strongly encouraged to involve the Architectural Control Committee in the design process from the earliest stages to take advantage of its expertise and ensure a smooth process. The following guidelines have been established to assist the homeowners and builders in the design of homes in Bridlewood:

2.2.7.1. Exterior Architecture. The exterior of all homes shall be Traditional, Old World, Cottage Style, or French Country in architectural design, with a bias toward those designs appropriate to a northern climate. All designs are to blend with and stress the natural setting of the Homesites. Front and rear porches and patios and courtyards that are open to the community walking areas are encouraged.

2.2.7.2. Architectural Consistency. All exterior facades of the residences in Bridlewood are to be architecturally consistent in style, quality and detailing with the front facade of the residence.

2.2.7.3. Exterior Building Materials. Exterior facades of all residences shall be finished completely in brick, stone, and wood. High grade vinyl siding and certain composite siding materials ***may*** be allowed for certain areas of the house, at the sole discretion of the Architectural Control Committee. T-111 sheet products, aluminum siding, asbestos siding, and pole barn siding materials are prohibited. Aluminum gutters, downspouts and trim may be allowed at the Architectural Control Committee's sole discretion. Blonde and white brick colors are prohibited. Exterior colors are to be subdued and must be approved by the Architectural Control Committee. All windows must be of high quality wood frame or wood clad construction; metal windows are prohibited. No alteration, modification, substitution or other variance from the designs, plans, specifications and other materials shall be permitted without the Architectural Control Committee's written approval of that variance. Architectural Control Committee reserves the right to deny or approve such variance request on a case by case basis.

2.2.7.4. Roofing Pitch and Materials. Roof pitch shall be only as approved by the Architectural Control Committee. Roofs shall be constructed of cedar shakes, cedar shingles, cementitious tile, slate or good quality (30 year rating) dimensional asphalt shingle with design, color and material approved by the Architectural Control Committee . White or light colored roofs are not permitted. Three tab shingles are prohibited.

2.2.7.5. Minimum Size. No residence shall be constructed on any Homesite that has a finished living area of less than 2,000 square feet for a one-story home, 2,200 square feet for a one and one-half story home, and 2,400 square feet for a two-story home. A one and one-half story home is a home that has two stories, but the master bedroom is located on the first, or ground, floor. For purposes of calculation, floor area shall be calculated on the basis of exterior dimensions of first and second floors exclusive of porches, patios, garages and basements. Each house shall have a basement with a floor area of no less than 1,200 square feet.

2.2.7.6. Setbacks. All residences shall be located within the building envelope of the Homesite as shown on the Condominium Subdivision Plan, which is Exhibit B to the Master Deed.

2.2.7.7. Garages. All garages must be attached and have side or rear entrances. The width of the garage shall accommodate at least two cars. Garages' side entries shall be located away from the normal approach direction to the residence unless topography does not permit this goal. Front entry garages are not permitted.

2.2.7.8. Roof Vents. Plumbing vents, metal vents, caps, stacks and flashings shall be located on the rear elevation of the house so as not to be visible from the front/street-side of the house. Ridge vents are strongly encouraged as an alternative to can vents for attic ventilation.

2.2.7.9. Exterior Doors. Uniqueness in the design of front entry doors is strongly encouraged due to the architectural importance of this component in the overall appearance of a residence. Natural-colored or raw-colored aluminum storm doors are not allowed. Storm doors in general are not permitted on any street facing exterior doors.

2.2.7.10. Chimneys. All chimneys shall extend down to the ground, and shall not be cantilevered. Chimneys may be have a wood substructure. Prefabricated metal chimneys with flue-like tops may be permitted by the Architectural Control Committee, depending on design. Uniqueness in chimney design is strongly encouraged. Chimneys that protrude from the middle of the roof may be sided in wood or another approved finish. Chimneys that are located on outside walls of the house shall have their entire height enclosed by brick, stone, or other approved masonry material.

2.2.7.11. Foundations. Exterior brick or stone must extend to ground level to cover all block or concrete foundation walls, which must not be exposed at any area of a residence. Foundation vents if used, shall be unobtrusive and painted or stained to blend into the exterior building materials.

2.2.7.12. Air Conditioning Units. No window or wall mounted air conditioners are permitted. All exterior air conditioning equipment shall be located as to minimize noise to adjacent homes and shall be screened by landscaping so as to not be visible from the road or adjacent residences.

2.2.7.13. Driveways, Sidewalks and Patios. Driveways shall be constructed of asphalt paving, brick pavers or other approved paving materials. Common concrete drives are not permitted. However, as an alternative dark tinted exposed aggregate concrete may be permitted only upon written approval from Architectural Control Committee. Except for asphalt surfaces, all other paving materials shall be treated so as to have an aged look. Driveways and sidewalks shall be located in the place approved by the Architectural Control Committee as shown on the approved site plan for the Unit. Driveways shall not run along property lines, but shall enter a Homesite distant from the property corner and, to the extent possible, be curvilinear rather than straight. Sidewalks and patios may be constructed of brick pavers, dark tinted exposed aggregate concrete, flagstone slate, or other approved richly textured materials.

2.2.7.14. Propane (liquid petroleum gas) tanks shall be located toward the rear of the Unit and shall be completely screened so as not to be visible from the street, the lake, and from neighboring Units and properties.

2.2.7.15. Basketball Hoops. The type, style and location of basketball hoops shall be subject to the Architectural Control Committee's approval and shall be located as unobtrusive as possible. If approved, all hoops and posts shall be located to the rear of the front/street-side wall of the house, and all backboards shall be transparent.

2.2.7.16. Mailboxes. Mailbox design and location is subject to approval by the Architectural Control Committee for aesthetic consistency with the residence. The Architectural Control Committee may specify a uniform mailbox design for all Units and may, at the Architectural Control Committee's discretion, provide the mailbox for each Unit, at the expense of the Co-owner of that Unit.

2.2.7.17. Lampposts. Homeowners may install a lamppost consistent with the architecture of the residence, with the lamp controlled by an automatic photocell switch. Lamppost designs and locations are subject to approval by the Architectural Control Committee. In order to preserve the rural character of Bridlewood, sparing use of outdoor lighting is encouraged. The Architectural Control Committee may require that each Co-owner install one or two lampposts and lamps in locations on the street-side of his or her house specified by the Architectural Control Committee, in order to provide ambient lighting near the streets in the Project.

2.2.7.18. Address Numerals. Each home shall incorporate either an address block constructed of granite, limestone or similar material and containing the carved numerals of the address of the residence or individual heavy brass numerals appropriately placed in the front exterior area of the residence. Address numerals shall also be placed on the Unit's mailbox. Plastic or thin metal numerals are not permitted.

2.2.7.19. Fences and Walls. Fences and walls are not permitted to be installed along the boundaries of a Homesite. Low decorative courtyard walls not exceeding three (3) feet in height may be permitted subject to approval by the Architectural Control Committee. Fences enclosing in-ground swimming pools shall have a height required by applicable law, and constructed of materials and in a style appropriate to the character of the residence; if the height of fences enclosing swimming pools is not governed by any applicable law, then such fences shall not be less than four (4) feet in height. Chain link fences are not permitted. Wrought iron, aluminum fencing or similar fencing may be used and must be approved in writing by the Architectural Control Committee. Fencing is not allowed in wetland areas, in any area that would block wildlife access to Common Elements or habitat, in any area that would hinder the use of nature trails, or in any area that would block views.

2.2.7.20. Swimming Pools. Only in-ground, aesthetically pleasing pools are permitted subject to the Architectural Control Committee's written approval. All pool areas shall be located in the rear (non-street side) yard and shall be visually screened with landscaping and all mechanical equipment shall be concealed from view.

2.2.7.21. Spas. Free standing above ground spas not integrated into in-ground swimming pools shall be unobtrusively located close to the rear of the residence within a deck or patio area. Spas shall be visually screened from adjacent Homesites by landscaping or other manner approved by the Architectural Control Committee, and all mechanical equipment shall be fully concealed.

2.2.7.22. Dog Kennels and Runs. Dog kennels and dog runs are not permitted due to their unattractive appearance and potential for nuisance to the community.

2.2.7.23. Lawn Sculptures. No lawn or garden ornaments, sculptures, statues or other decorations shall be placed on any Homesite without the prior written approval of the Architectural Control Committee.

2.2.7.24. Outdoor playsets. Outdoor play equipment shall be located in the rear of the yards of residences so as not to be visible from the road, and shall not be obtrusive to adjacent Homesites. Equipment shall be primarily of wood construction; metal playsets are not permitted. Location and size of playsets are to be approved by the Architectural Control Committee.

2.2.7.25. Modulars and Mobiles. Modular homes, mobile homes, panel homes, manufactured, factory-built and other prefabricated homes and structures are prohibited.

¶ 2.2.8. Landscaping Guidelines. Proper landscape design, installation and maintenance is very important in creating an enjoyable, beautiful environment. Good landscape design incorporates the natural attributes of the Homesite in terms of topography and existing plantings, and then enhances those features to create an environment most appropriate for the architecture and setting of a particular residence. Successful landscaping greatly increases the beauty and marketability of a residence and improves the quality of life for the homeowner as well as the entire community. A complete proposed landscaping plan and specifications shall be submitted to the Architectural Control Committee with the proposed site plan and architectural plans for the Unit. No landscaping shall be constructed, installed or performed on a Unit until it has been approved by the Architectural Control Committee in writing. Only landscaping items and plans that have been approved by the Architectural Control Committee may be installed or constructed on a Unit. All other landscaping is prohibited. Landscaping plans shall include but not be limited to tree preservation plans, planting plans, lawn plan, lighting plan, patio and deck plans, edging and berm plans, specifications of plants, plant locations, and plant sizes, irrigation plans, and screening plans, retaining wall plans, and mulch specifications. Installation of landscaping and lawns must be completed within one year after initial occupancy of a residence.

¶ 2.2.9. Architectural Approval Process. The design and construction of all residences and associated improvements, including decks pools, walks, patios, gazebos, etc., and also including the design and installation of landscaping and driveways, is subject to the Architectural Approval Process as described below. It is the goal of the Developer to promote residential architecture of the highest caliber while preserving and enhancing the natural attributes of the Homesites to the greatest extent possible. A two-step submittal process is required for the construction of a residence in Bridlewood. The review of construction plans is undertaken by the Architectural Control Committee in consultation with designers and/or licensed architects. Written approval from the Architectural Control Committee is required for each of the two steps as follows:

2.2.9.1. Conceptual Approval. The future homeowner is encouraged to involve the Architectural Control Committee in the design of the residence at the earliest possible stages. Submittal of sketches, photographs or renderings are normally sufficient to determine if the proposed residence will be within the design goals for the community.

2.2.9.2. Final Approval. Three copies of the following shall be submitted to obtain Final Approval for a residence In Bridlewood:

2.2.9.2.1. A site plan prepared by the builder, architect or licensed land surveyor showing existing and proposed grades, an indication of which trees must be removed and a tree preservation plan for trees to be preserved all required setback lines, the location and foot print of the proposed home and all other improvements, the locations all driveways and paved areas, the location of the potable water well, and the location of the septic tank and field as approved by the Oakland County Health Department, if applicable..

2.2.9.2.2. A complete set of construction plans for the proposed residence.

2.2.9.2.3. A complete description of exterior building materials and colors.

Upon approval, two signed copies of the plans and documents will be returned to the owner who may then have the builder apply to the Township for a building permit.

¶ 2.2.10. Construction Regulations. The construction process in Bridlewood is carefully controlled to minimize inconvenience and disruption to existing residents and to maintain the excellent image and reputation of all who are associated with this development.

2.2.10.1. Accountability. The builder, landscaper and homeowner shall be responsible for supervising adherence to the Construction Regulations and all other applicable condominium documents.

2.2.10.2. Cleanliness. Throughout the course of construction, the job site shall be maintained in a clean and orderly manner. All trash and debris shall be promptly deposited in a dumpster or trash enclosure located as unobtrusively as possible. Burning of trash and debris is prohibited. The road surface in the vicinity of the job site shall be kept clean of mud, trash and debris at all times. Violation of cleanliness regulations will result in fines to builders, landscapers and homeowners.

2.2.10.3. Construction Hours. Construction hours are from 7:00 A.M. to 7:00 P.M. Monday through Saturday except holidays. No construction activities are permitted during the evening or on Sundays. If the Township of Brandon has an ordinance that is more restrictive than this paragraph, then the provisions of that Township Ordinance shall control and are incorporated into these Bylaws as if fully set forth herein.

2.2.10.4. Lot Clearing. Absolutely no clearing of trees or brush shall be done until construction and landscaping plans have been approved in writing by the Architectural Control Committee, the setback lines and foundation of the proposed house have been staked in accordance with the site plan approved by the Architectural Control Committee, and a building permit has been issued by the Township. All trees marked for preservation on the site plan and landscaping plan must be protected with barriers to avoid compaction over the roots and physical damage. **TREES TO BE REMOVED SHALL BE MARKED FOR FIELD INSPECTION AND APPROVAL OBTAINED FROM THE ARCHITECTURAL CONTROL COMMITTEE PRIOR TO REMOVAL. LOGS, STUMPS AND BRUSH SHALL BE IMMEDIATELY REMOVED FROM THE JOB SITE.**

2.2.10.5. Construction Area. All construction, including access by construction vehicles and equipment, shall be confined to the boundaries of the Homesite under construction. Adjacent Homesites may not be used for parking, storage or access.

2.2.10.6. Construction Traffic and Parking. Construction traffic is prohibited from driving, parking or dumping materials on septic field areas. All construction traffic and personnel shall park their vehicles either on the residential site under construction or on the roadway along the curb in the immediate vicinity. Vehicles may not be parked on the grass behind the curb or on adjacent Units to prevent damage to the grassed areas along the road. Prior to commencement of construction, the builder must install a crushed concrete (minimum two inches in diameter) driveway at the proposed driveway location to the Homesite from the entrance to the Homesite to a point 40 feet into the Homesite, in order to avoid the tracking of mud from the Homesite onto the roads in Bridlewood.

2.2.10.7. Excavation. Dirt excavated for basements that is temporarily stored on the Homesite during foundation construction shall not be placed over the roots of trees intended to be preserved in order to avoid soil compaction and root damage.

2.2.10.8. Construction Materials. Storage of construction materials on the building site shall be done in a neat and orderly manner at a distance of at least thirty (30) feet from the curb. Materials shall not be stored on the road, near the curb, or on adjacent sites (even if vacant).

2.2.10.9. Portable Toilet. The builder shall provide a portable toilet at the job site located so as not to be visible from the road until such time as the plumbing of the residence is in working order. Construction personnel shall use this portable toilet exclusively at the job site.

2.2.10.10. Signs. Builders shall not erect any signs identifying the builder's name before, during or after the construction of a residence. This restriction shall not apply to the Developer, if it builds houses in the Project. Builders other than the Developer may erect signs identifying only the Unit number and address of the Unit, subject to applicable laws.

2.2.10.11. Schedule. Construction of an approved single family residence on a Unit must commence within one year of the date that the first Co-owner receives a deed to the Unit from the Developer or within one year of the date that the Developer enters into a land contract with the Co-owner for the sale and purchase of the Unit. If substantial construction is not commenced within that one year period, then the Developer shall have the option to repurchase the Unit from the Co-owner for the original purchase price for which the Developer sold the Unit to the first Co-owner. For purposes of the preceding sentence, the term "purchase price" means only the principal portion of the purchase price, excluding interest, real estate taxes, closing costs and other carrying costs. Once started, construction shall be prosecuted on a continual basis with completion as soon as practical but, in any event, within eighteen (18) months.

2.2.10.12. Security Deposit. In order to insure the compliance of all contractors, subcontractors and laborers with these Guidelines and as a security deposit against damage to the Condominium Premises, before commencing any site work or construction on any Unit, the Co-owner of the Unit shall deposit with the Association a security deposit in the amount of $2,500.00. Upon completion of construction of approved improvements on the Unit in accordance with the approved site plan for the Unit, completion of the landscaping on the Unit in accordance with the approved landscape plan, and restoration and repair of all Common Elements damaged or disturbed by construction activity on the Unit, the security deposit will be returned, less amounts necessary to reimburse the Association or Developer for expenses incurred by them in repairing or restoring any portions of the Common Elements or any Unit damaged or disturbed by that construction activity. All interest, if any, earned by the Association on the security deposit shall belong to the Association.

¶ 2.2.11. Maintenance and Activities Provisions. In order to safeguard the investment of the residents in Bridlewood and preserve the value and marketability of the residences it is necessary to maintain all elements of the community in excellent physical conditions including roads, yards, buildings, landscaping and all other improvements. Provisions for maintenance have been established in order to accomplish this goal. Additionally, activities which interfere with the enjoyment and rights of others are restricted so as to create a neighborly, pleasant environment for all residents and guests.

2.2.11.1. Pre-Construction Maintenance. Prior to residential construction, all future Homesites throughout Bridlewood shall be maintained in an aesthetically pleasing condition consistent with the character of the site. The homeowner shall be responsible for maintaining wooded or grassed areas in a clean, attractive state.

2.2.11.2. Homesite Maintenance. Each homeowner shall maintain his or her Homesite and all improvements that it contains, including the residence, landscaping, lawns, walls, drives, patios, decks, swimming pools, fences and the like in a first class and attractive condition so that an aesthetically pleasing appearance is presented to the community.

2.2.11.3. Lawn Maintenance. Lawn maintenance services by outside contractors shall be performed only between the hours of 7:30 A.M. to 7:30 P.M. If the Township of Brandon has an ordinance that is more restrictive than this paragraph, then the provisions of that Township Ordinance shall control and are incorporated into these Bylaws as if fully set forth herein.

2.2.11.4. Landscaping. All shrubs, trees and other landscape materials shall be maintained in an orderly and healthy condition. Unhealthy or dead plantings shall be promptly replaced. Landscaped beds shall be maintained in an attractive condition to prevent weed growth, and beds shall be kept weed-free. All approved landscaping shall be installed and constructed within six months of the issuance of a certificate of occupancy for the house constructed on the Unit, weather permitting.

2.2.11.5. Irrigation and Watering Systems. All irrigation and outdoor watering systems shall include, have, or be connected to a water iron removal system in order to prevent iron staining on landscaping, mailboxes, walls, etc. . All such systems shall be maintained in operable condition.

2.2.11.6. Flowers. Flower beds for perennial flowers are encouraged to be maintained within the front yard areas of each residence integrated into the landscape design in an attractive and pleasing manner. Flower beds are to be kept weed-free and in an attractive condition.

2.2.11.7. Seasonal Protection. Landscape materials are to be maintained in an attractive state throughout the year. Consequently, protection of plantings during the winter by wrapping with plastic and polystyrene materials is prohibited because of the unsightly appearance created. Plants may he protected by application of an invisible anti-desiccant such as "Wilt-Pruf" or wrapped with burlap.

2.2.11.8. Restricted Activities. No noxious or offensive activity shall be conducted on any Homesite that will cause discomfort, annoyance or nuisance to the Community or diminish the enjoyment of the residents in any manner whatsoever. Restricted activities include burning of trash or leaves, maintaining noisy or dangerous pets, maintaining skateboard ramps, installation or operation of electronic or electric insect killers, operation of flood lights or other bright lights which are an annoyance to adjacent residents, or any other device or activity which is noisy, unsightly or unpleasant in nature.

2.2.11.9. Vehicles. No vehicles other than personal transportation automobiles, vans, pickup trucks, sport/utility vehicles and motorcycles may be parked within the Community unless located in garages with the doors closed, including, boats and campers. In general, all vehicles should be kept in garages and all garage doors should be kept closed. No vehicles may be parked outdoors if not used on a regular basis.

2.2.11.10. Trash. Trash shall be stored out of sight in standard containers, and placed at the curb for trash pickup only in the morning of the collection day. Homeowners will contract for trash collection services with a single company selected by the Developer or board of directors in order to obtain a better rate and to limit trash collection to a single day per week. Trash receptacles shall be removed as soon as possible after trash collection. If trash containers are stored outside, the storage location must be visually screened and approved in writing by the Architectural Control Committee. If Brandon Township does not provide for recycling, then the Association shall contract with a waste management company for recycling household trash for all houses in Bridlewood.

2.2.11.11. Antennae, Flagpoles. Except for one 18 inch diameter satellite dish antenna, which shall be installed in an area that is not visible from the road or from other houses or is adequately screened from view, exterior radio antennae, television aerials, satellite dishes or similar reception or transmission devices are prohibited due to their unattractive appearance. Flagpoles having a maximum height of 25 feet may be allowed at the sole discretion of the Architectural Control Committee.

¶2.2.12. Architectural Control Committee's Right to Waive or Amend Restrictions. Notwithstanding anything in these Bylaws to the contrary, the Architectural Control Committee reserves the right to waive any restriction or requirement, if in the Architectural Control Committee's sole discretion it is appropriate in order to maintain the atmosphere, architectural harmony, appearance and value of the Condominium and the Units, or to relieve the Owner of a Unit or a contractor from an undue

hardship or expense. The approval of any site plan, landscaping plan or construction plan by the Architectural Control Committee or the Association and the waiver of any restriction by the Architectural Control Committee or the Association in connection with the approval of any site plan, landscape plan or construction plan shall not be deemed to be a warranty, representation or covenant by the Architectural Control Committee or the Association that the plan complies with any law, ordinance or regulation, including but not limited to zoning ordinances, dimensional, bulk and setback ordinances, environmental laws and ordinances and sanitation or environmental health laws, ordinances and regulations. THE OWNER OF EACH UNIT SHALL BEAR ALL RESPONSIBILITY FOR COMPLIANCE WITH ALL SUCH LAWS AND ORDINANCES.

§ 2.3. Alterations and Modifications of Units and Common Elements.

¶ 2.3.1. No Co-owner shall make alterations, modifications or changes on any of the Units or Common Elements without the express written approval of the Architectural Control Committee. No Co-owner shall restrict access to any utility line or any other element that must be accessible to service the Common Elements or that affects an Association responsibility in any way. No lawn ornaments, sculptures or statues shall be placed or permitted to remain on any Unit (except that holiday decorations shall be permitted subject to the Rules and Regulations of the Association as they may from time to time be amended), unless approved in writing by the Architectural Control Committee. After the initial construction of a dwelling structure upon or other improvement to a Homesite, as provided in Section 2.2, no Co-owner shall alter the exterior appearance or structural elements of the dwelling structure or improvement, nor make any change in any of the Common Elements, General or Limited, without the express written approval of the Architectural Control Committee including, without limitation, those items set forth in Section 2.2, where applicable, exterior painting, lights, aerials or antennas (except those antennas referred to above), awnings, doors, shutters, newspaper holders, mailboxes, or other exterior attachments or modifications. Notwithstanding having obtained such approval by the Architectural Control Committee, if required, the Co-owner shall obtain any required building permits and in all other respects shall comply with all building requirements of the Township. The Architectural Control Committee may only approve such modifications as do not impair the soundness, safety or utility of the Condominium Project.

¶ 2.3.2. The Co-owner shall be responsible for the maintenance and repair of any such modification or improvement. In the event the Co-owner fails to maintain and/or repair said modification or improvement to the satisfaction of the Association, the Association may undertake to maintain and/or repair same and assess the Co-owner the costs thereof and collect same from the Co-owner in the same manner as provided for the collection of assessments in Article II hereof. The Co-owner shall indemnify and hold the Association harmless from and against any and all costs, damages, and liabilities incurred in regard to said modification and/or improvement and shall be obligated to execute a modification agreement, if requested by the Association, as a condition for approval of such modification and/or improvement. No Co-owner shall in any way restrict access to any plumbing, water line, water line valves, water meter or other Common Element which affects an Association responsibility in any way. Should access to any facilities of any sort be required, the Association may remove any coverings or attachments of any nature that restrict such access and will have no responsibility for repairing, replacing or reinstalling any materials, whether or not installation thereof has been approved hereunder, that are damaged in the course of gaining such access, nor shall the Association be responsible for monetary damages of any sort arising out of actions taken to gain necessary access.

§ 2.4. Activities. Activities. No improper, unlawful, noxious or offensive activity or an activity that is or may become an annoyance or a nuisance to the Co-owners shall be carried on in any Unit or upon the Common Elements. No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit at any time. Disputes among Co-owners arising as a result of this provision that cannot be amicably resolved shall be arbitrated by the Association. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association. A Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition on his Unit, if approved. Activities deemed offensive and expressly prohibited include, but are not limited to, the following: Any activity involving the use of firearms, air rifles, pellet guns, B-B guns, or other similar dangerous weapons, projectiles or devices, burning of trash or leaves, installation or operation of electronic insect killers or operation of flood or other bright lights which are an annoyance to an adjacent resident.

§ 2.5. Pets. No animals, other than cats and dogs not exceeding a total of three in number, shall be maintained by any Co-owner. Those pets shall be cared for and restrained so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be kept or bred for any commercial purpose. All animals shall be properly licensed. No animal may be permitted to run loose at any time in the preserved areas or upon the other Common Elements. All animals shall at all times be leashed and attended by some responsible person while on the Common Elements. No savage or dangerous animal shall be kept. Any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as the result of the presence of that animal on the premises, whether or not the Association has given its permission. Each Co-owner shall be responsible for collection and disposal of all fecal matter deposited by any pet maintained by such Co-owner. No dog that barks and can be heard on any frequent or continuing basis shall be kept in any Unit or

on the Common Elements even if permission was previously granted to maintain the pet on the premises. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article 5 of these Bylaws if the Association determines that assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association may, without liability to the Owner, remove or cause to be removed from the Condominium any animal that it determines to be in violation of the restrictions imposed by this Section. The Association shall have the right to require that any pets be registered with it and may adopt additional reasonable rules and regulations with respect to animals as it deems proper. The Board of Directors of the Association may assess fines for violations of this Section in accordance with these Bylaws and in accordance with duly adopted Rules and Regulations of the Association.

§ 2.6. Aesthetics. The Common Elements shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted Rules and Regulations of the Association. No refuse pile or other unsightly or objectionable materials shall be allowed to remain on any Homesite. Refuse, ashes, building materials, garbage or debris of any kind shall be treated in a manner that is not offensive or visible to any other Co-owners in the Condominium. In general, no activity shall be carried on nor condition maintained by a Co-owner, either in his Unit or upon the Common Elements, that is detrimental to the appearance of the Condominium. Without written approval by the Association, no Co-owner shall change in any way the exterior appearance of the residence and other improvements and appurtenances located on his Unit. In connection with any maintenance, repair, replacement, decoration or redecoration of such residence, improvements or appurtenances, no Co-owner shall modify the design, material or color of any item including, without limitation, windows, doors, screens, roofs, siding or any other component.

§ 2.7. Vehicles. No house trailers, trucks, commercial vehicles, boat trailers, boats, aircraft, camping vehicles, camping trailers, all-terrain vehicles, off road motorcycles, snowmobiles, cargo vans, snowmobile trailers or vehicles, other than automobiles, vehicles or motorcycles used primarily for general personal transportation purposes, may be parked on the roads in the Condominium, and no such vehicles may be parked upon the premises of the Condominium unless in garages. No vehicle may be parked on the roads in the Condominium overnight. No inoperable vehicles of any type may be stored outdoors under any circumstances. Commercial vehicles and trucks shall not be parked in or about the Condominium except during deliveries or pickups in the course of business. The Association may require Co-owners to register with the Association all cars maintained on the Condominium Premises. No, snowmobiles or vehicles such as motorcycles and ATV's designed primarily for off-road use shall be used or operated in the Condominium or on its roads or other common elements, including open spaces and paths.

§ 2.8. Advertising. No signs or other advertising devices of any kind that are visible from the exterior of a Unit or on the Common Elements, including any "For Sale" signs other than standard size "For Sale" signs customarily employed by real estate brokers and builders in Brandon Township shall be displayed without written permission from the Association and, during the Development Period, from the Developer. The Developer may withhold that permission in its sole discretion. The size, location, color and content of any sign permitted by the Developer shall be as specified by the Developer.

§ 2.9. Rules and Regulations. The Board of Directors of the Association may make Rules and Regulations from time to time to reflect the needs and desires of the majority of the Co-owners in the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association, including the first Board of Directors (or its successors) prior to the Transitional Control Date. Copies of all rules, regulations and amendments shall be furnished to all Co-owners. The rules and regulations may be modified only in such a manner as is not inconsistent with the primary objective of Bridlewood to establish, maintain and preserve the natural environment for the benefit of the native vegetation and wildlife and the residents of Bridlewood.

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

§ 2.11. Common Element Maintenance. Sidewalks, yards, landscaped areas, driveways, and parking areas shall not be obstructed and shall not be used for purposes other than that for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or other obstructions may be left unattended on the Common Elements.

§ 2.12. Co-owner Maintenance. Each Co-owner shall maintain his Homesite and any Common Elements for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems. Each

Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him, or his family, guests, builder, contractors, landscapers ,agents or invitees, except to the extent those damages or costs are covered and reimbursed by insurance carried by the Association. Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article V. Each Co-owner shall maintain the septic system located on or appurtenant to his Unit according to any maintenance schedule adopted by the Association as a minimum standard of maintenance for septic systems in general.

§ 2.13. Environmental Protection Regulations.

¶ 2.13.1. No building shall be constructed or placed within ten feet of the wetland areas in or adjoining the Condominium.

¶ 2.13.2. No Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the Common Elements without the prior written approval of the Association and during the development Period the prior written approval of the Developer. No fences may be placed upon the Common Elements or Units without the consent of the Association, Brandon Township and, during the Development Period, the Developer. No trees, bushes or other flora may be removed from the Common Elements or Units without the prior written approval of the Association, and during the Development Period the prior written approval of the Developer.

¶ 2.13.3. Each Co-owner shall maintain and replace, when necessary, all flora located on his unit, including regular lawn mowing, weed removal and bush and tree trimming. Fertilizers and chemicals shall not be applied to flora or otherwise used within twenty-five (25) feet of any body of water, pond or wetland, and shall not be used in any location in an amount or manner that will have an adverse effect on the quality of surface water or ground water. If required by the Developer as part of the approval of the landscape plan, each Co-owner shall plant the number of ornamental, coniferous and deciduous trees required by the Developer on his or her Unit within 12 months of issuance of a certificate of occupancy for any dwelling constructed on that Unit, the species and location of which must first be approved by the Developer in writing. The foregoing notwithstanding, the Co-owner of a "Corner Unit" shall plant at least four such trees. As used in this paragraph, a Corner Unit is a Unit that has frontage on at least two roads.

¶ 2.13.4. Except as shown on the plans approved by Brandon Township, all General Common Element land areas, and all portions of Units and Limited Common Elements that are within the boundaries of designated wetlands, shall remain in their natural state and shall not be altered or disturbed by either the Co-owners or the Association without the approval of Brandon Township and the Developer and without first obtaining all other necessary federal, state and local permits. ***There shall be no prohibited activity within regulated wetlands unless permits have first been obtained from the Michigan Department of Environmental Quality***. Activities prohibited by this provision include but are not limited to cutting, filling, dredging and removal of vegetation from the wetlands and placement of organic and inorganic materials and refuse in or near the wetlands. Portions of the land in Bridlewood are greenspace and wetlands, some of which may be protected by state and federal law. Under these laws, any disturbance of a wetland may be done only after a permit has been obtained from the agency having jurisdiction over wetlands (currently the Michigan Department of Environmental Quality). Penalties for noncompliance are substantial. The Association will assess substantial fines and penalties and will seek recovery of money damages and other remedies, as provided in the Condominium Documents, for violations of the provisions of this Section. It shall be the duty of the Association to preserve the wetlands by enforcement of this Section.

¶ 2.13.5. The Developer and each Co-owner and his or her agents, employees and contractors shall comply with all soil protection laws, ordinances and regulations, including but nor limited to the Michigan Soil Erosion and Sedimentation Control Act. ***The storm water detention and sedimentation basins in Bridlewood shall be maintained in a clean manner and must be cleaned by the Association whenever the depth of the sediment in the detention basin reaches one-third (⅓) of the designed operating depth of the basin.*** No construction or clearing of any land within Bridlewood shall commence without first obtaining any required soil erosion and sedimentation control permit from Oakland County. Silt fencing and other soil erosion controls and devices shall be erected, installed and maintained at all times required by the permits issued by Oakland County. If a Co-owner or his or her contractors or agents fails to comply with the requirements set forth in this Paragraph, then, in addition to all other remedies available under applicable law, the Developer, the Township of Brandon, Oakland County, the Michigan Department of Environmental Quality, and their respective contractors and agents, may, at their option, with or without notice, enter onto Bridlewood or any Unit that is not in compliance and perform any necessary maintenance, repair, replacement and/or operation of soil erosion control devices. In that event, the offending Co-owner shall reimburse the Developer, the Township, the County and/or their contractors all costs incurred by it in performing the necessary maintenance, repair, replacement and/or operation of the soil erosion control devices, plus an administrative fee of 15%. If the Co-owner does not reimburse the Developer or the Township for those costs, then the Township, at its option, may assess the cost therefor including reasonable legal and attorney costs and fees incurred in connection therewith, against the Co-owners of the

Unit, to be collected as a special assessment on the next annual tax roll of the Township, or the Developer may charge the cost thereof and the administrative fee as a special assessment against that Unit. Without limiting the generality of the foregoing, no activity shall be conducted on any part of the Condominium Premises that may cause the risk of soil erosion or threaten any living plant material. This provision may not be modified, amended, or terminated without the consent of the Township of Brandon.

§ 2.14. Onsite Potable Water Supply and Sewage Disposal Systems. The onsite water supply systems, the onsite sewage disposal systems, and the Community Sewer System within the Condominium Project shall be subject to the following special restrictions, which have been imposed by the Oakland County department of Human Services, Health Division, under its letter dated April 7, 2005:

¶ 2.14.1. Water Supply Systems.

2.14.1.1. All dwellings shall be served by a potable water supply system. All wells servicing Units shall be drilled by a Michigan licensed well driller, and shall be drilled to a minimum depth of 100 feet or through a 10 feet clay aquiclude, or if an aquiclude is not present then provide at least 50 feet of submergence above the well screen. All wells shall be grouted the entire length of the well casing. A completed well log form for each such potable water well shall be submitted to Oakland County Health Division, Department of Human Services, Environmental Health Services, within 60 days following completion of that well.

2.14.1.2. All private wells must maintain a 300 feet isolation distance from the Community Sewer System. Units 1, 2, 3 may be reduced to less than 300 feet due to the presence of an adequate clay aquiclude.

2.14.1.3. All private wells must maintain a 50 feet isolation distance from buried pressure sewer lines.

2.14.1.4. Permits for the installation of on-site water well systems shall be obtained from the Oakland County Health Division prior to any construction. Final inspections of on-site water well systems shall be obtained from the Oakland County Health Division prior to any occupancy.

2.14.1.5. If has been determined that the water system project as proposed is a private supply, and must meet the requirements of the Ground Water quality Act (Part 127 of Act 368, P.A. 1978, as amended).

2.14.1.6. Although not considered health related, the elevated hardness may be aesthetically objectionable. Prospective owners are to be informed that softening or other treatment systems may be necessary or desirable for hard or aesthetically objectionable well water.

2.14.1.7. Under applicable state requirements, all wells drilled in this development will be sampled for bacteriological and partial chemical analysis. If concentrations are found to exceed established state levels, well modification or water well replacement may be required to reduce concentrations to acceptable levels.

2.14.1.8. On-site well system maintenance responsibility must be assigned in the deed restrictions and by-laws of the homeowners association. Further, individual condominium owners are responsible for the maintenance of their particular water well system.

¶ 2.14.2. Individual On-site Septic Systems.

2.14.2.1. Permits for the installation of on-site sewage disposal systems shall be obtained from Environmental Health Services prior to any construction on the individual building sites. Final inspections of on-site sewage disposal systems shall be obtained from the Oakland County health Division prior to any occupancy.

2.14.2.2. All on-site sewage disposal systems must be installed not less than 100 feet isolation from any surface water or impounded water. When deemed necessary, due to the size or configuration of a building site, grade conditions, or evidenced of elevated groundwater, an engineered building site plan or system design plan may be required by Environmental Health Services. Such plans, if required, must be submitted for review and approval prior to the issuance of a sewage disposal system permit.

2.14.2.3. Each Co-owner shall be responsible for the maintenance, repair and replacement of the individual on-site sewage disposal system located on or servicing his or her Unit.

2.14.2.4. The Condominium Association Board of Directors shall have the authority to rule for the entire project as it relates to participation in a municipal water and sewage disposal system.

2.14.2.5. Units 1-7 and Units 23 & 24 shall have an identified adequate suitable area allocated for the initial septic system and for replacement system. These identified areas are restricted for use as sewage disposal areas only and shall be kept as open spaces, unless prior written express approval is obtained from the Oakland County Health Division to relocate said sewage areas.

2.14.2.6. The individual on-site septic systems proposed for Units 1-7 and Units 23 & 24 must be in close proximity to the living units served.

¶ 2.14.3. Community Septic System.

2.14.3.1. General. The sewage disposal system for Units 8-21, 23, and 25-31 of the Project shall be by means of the Community Sewer System described in Article 4 of the Master Deed for this Project. Each Unit serviced by the Community Sewer System shall be required to have on-site a separate septic tank and all other lines and facilities required for connection to and operation as part of the Community Sewer System. A separate lift pump may also be required to be installed on the Unit. A reserve fund for replacement of those portions of the Community Sewer System that are the responsibilities of the Association shall be established and shall be funded by assessments against those Units serviced by the Community Sewer System. Those assessments, at a minimum, shall be equal to 10% of all other regular assessments against those Units.

2.14.3.2. Operation and maintenance of the Community Sewer System is governed by the provisions of these Bylaws and the permit issued for establishment, construction and operation of the Community Sewer System, which contain financial obligations and indemnification provisions that are binding upon the Co-owner of a Unit serviced by the Community Sewer System. .

2.14.3.3. Standards for Operation and Maintenance. The Community Sewer System, including all portions thereof, whether or not Common Elements of the Project and regardless of whether the Co-owner or the Association has responsibility for maintenance, operation, repair and replacement thereof, shall be operated, maintained, repaired and replaced in accordance with the provisions of these Bylaws and the other Condominium Documents and all applicable laws and permits. If the operator of the Community Sewer System, the Association or the Co-owner of a Unit fails to comply with the Community Sewer System operation, maintenance, repair and replacement requirements set forth in the Master Deed, the Bylaws, and applicable laws and permits, then, in addition to the other remedies available under the Agreement and applicable law, the Township and its contractors and agents may, at its option, with or without notice, enter onto the Project or any Unit that is not in compliance and perform and necessary maintenance, repair, replacement and/or operation of or on the Community Sewer System. In that event, the Association shall reimburse the Township all costs incurred by the Township in performing the necessary maintenance, repairs, operation or replacement of or on the Community Sewer System, plus an administrative fee of 10%. The Township will assess the cost therefor against the Co-owners of the Units serviced by the Community Sewer System, to be collected as a special assessment on the next annual tax roll of the Township.

2.14.3.4. The site report and concept engineering for the Bridlewood Community Sewer System is based upon an estimated design flow of 9,750 gallons per day from 25, 4 bedroom single family dwellings. The Community Sewer System consists of 1,500 gallon interceptor tank leading to two 10,000 gallon tanks. A pressure distribution network consisting of 13,766 sq. foot dosed bed has been reviewed and granted approval based upon the preliminary concept engineering by Kieft Engineering, Inc.. A permit to install this Community Sewer System must be obtained from the Oakland County Health Division prior to any construction. The Community Sewer System shall be maintained and operated by the Condominium Association. A community sewage disposal systems serving condominium developments that generate less than 10,0-00 gallons per day, must also obtain an Act 451/Part 41 sewer construction permit from the Michigan Department of Natural Resources, which will necessitate a Wastewater System Operation and Maintenance Agreement. In addition, before final recording and issuance of any on-site community sewage disposal permit, either: (a) Brandon Township must agree to assume responsibility for the effective and continued operation and maintenance of the proposed sewage system if the owner any way fails to perform in this capacity, or (b) in the absence of such an agreement, the Developer shall establish a legal entity to own the proposed Community Sewer System and maintain funds in escrow to continue the proper operation and maintenance of the Community Sewer System.

2.14.3.5. Permit(s) for septic tanks served by the Community Sewer System shall be obtained from Environmental Health Services. prior to any construction on the sites served by the Community Sewer System.

2.14.3.6. A copy of the Part 41 permit from the MDEQ must be submitted to Oakland County Health Division prior to issuance of a permit to install this Community Sewer System and before final plat approval is granted. A copy of the resolution whereby Brandon Township assumes responsibility for operating and maintaining the sewerage system in the event that the owner fails to perform in this capacity must be submitted to O.C.H.D. prior to issuance of a permit to install this Community Sewer System and before final plat approval is granted. In the absence of such an agreement, the Developer shall establish a legal entity to own the proposed Community Sewer System and maintain funds in escrow to continue the proper operation and maintenance of the Community Sewer System.

2.14.3.7. The Community Sewer System shall be a Common Element owned by the Association.

2.14.3.8. Developer shall construct the Community Sewer System in accordance with the approved plans and all applicable laws, rules, regulations and codes, and all permits issued by the OCHD and/or MDEQ. The Community Sewer System shall be so designed and constructed so as to facilitate connection to a municipal sanitary sewer system, if and when a municipal sewer system is installed and available for connection to the Project. If such a municipal system is installed becomes available for connection to Units in the Project, then: (a) All Units in the Project on which a house is built must connect to that municipal system within five years of the date that the municipal system becomes available for connection, (b) all vacant Units in the Project shall connect to the municipal system when houses are constructed on those Units, and (c) tap-in fees for a Unit shall be paid in advance by the owner of that Unit prior to connection to the municipal system.

2.14.3.9. If at any time the OCHD or the MDEQ receives information that causes them to conclude reasonably that the Association is not in compliance with the terms of this agreement, then either of them may retain the services of an inspecting and consulting engineering firm with credentials and experience acceptable to them to inspect and oversee the construction and installation of the Community Sewer System as well as the installation of the individual on-site septic systems for the nine (9) Units in the Project that will not be serviced by the Community Sewer System. The Developer shall reimburse the OCHd or the MDEQ for all costs incurred by them for the inspecting and consulting engineer.

2.14.3.10. The Association shall engage and pay the fees of an Operator to inspect the Community Sewer System in accordance with the schedule of inspection set forth in the letter from Highland Treatment Inc. dated September 25, 2002, a copy of which is on file with the Township and is kept in the records of the Association. The reference to that letter is not an undertaking that the association shall engage Highland Treatment Inc. as the Operator, but is intended only to indicate the schedule of inspection and maintenance that is required for the Community Sewer System. All inspection reports shall be delivered to the OCHD, the MDEQ or their designees.

2.14.3.11. The Association shall cause the Operator to inspect, operate and maintain the Community Sewer System in accordance with the terms of these Bylaws, including all things necessary for the efficient and effective operation and maintenance of the Community Sewer System including, but not limited to:

2.14.3.11.1. Compliance with the permit, this agreement and all applicable laws.

2.14.3.11.2. Operation, maintenance, repair and replacement of the Community Sewer System.

2.14.3.11.3. Cleaning, pumping, maintenance, repair and replacement of the common holding tank, and individual tanks located within the boundaries of a lot and/or Unit if part of the Community Sewer System.

2.14.3.11.4. Operation and maintenance of the common tile field.

2.14.3.11.5. Inspection and appraisal of all connections to the Community Sewer System.

2.14.3.11.6. Maintain, repair and replace any motors, pumps, or other mechanical components of the Community Sewer System.

2.14.3.12. The Operator shall perform such tests on the Community Sewer System as required by the letter from Highland Treatment Inc. dated September 25, 2002. The results of those tests shall be made available to the

Township within seven (7) days of receipt by the Operator. In the event the Township, in its sole discretion, believes that additional testing is required to insure that the Community Sewer System meets the requirements of this agreement, the Township shall have the right to perform such testing.

2.14.3.13. Each owner of a unit connected to and served by the Community Sewer System shall have and bear the responsibility for and the cost of cleaning and pumping the individual holding tank appurtenant to and serving that unit, and the maintenance, repair and replacement of all portions of the Community Sewer System located within the unit or the limited common elements appurtenant to that unit unless any of these items are a part of the Community Sewer System. The Association shall take all necessary actions to enforce these provisions. All costs paid by the Association in connection with the Community Sewer System shall be costs of management, operation and administration of the Project and may be assessed by the Association against the Units in the Project as regular or special assessments pursuant to the Michigan Condominium Act and the Condominium Documents for the Project.

2.14.3.14. The Operator shall be required to operate the Community Sewer System in accordance with the terms of the ordinance, the permit, and all applicable statutes, rules, regulations, and any additional standards as may be imposed by the Township, MDEQ, or OCHD.

2.14.3.15. At all times the Community Sewer System shall remain a limited common element appurtenant to the units serviced thereby in accordance with the approved site plan and master deed for the Project.

2.14.3.16. The Operator shall be required to keep any and all necessary and usual records and books of account pertaining to its dealings with the Association and the owners and occupiers of the properties being serviced by the Community Sewer System, and make the same available to the Township upon request.

2.14.3.17. The Operator shall maintain all licenses required by any governmental unit having jurisdiction and/or responsibility over the operator during the term of this agreement. The Operator shall be required to maintain and effect public liability insurance and workers compensation insurance in an amount equal to the then current Township, OCHD or MDEQ requirements during the course of this Agreement.

2.14.3.18. To the extent that Township incurs any liability, costs or expenses whatsoever, (including actual attorney fees and costs of defense), related to the operation, maintenance, repairs and/or replacement of the Community Sewer System, the Association and Developer, shall jointly and severally, indemnify and hold the Township harmless from all of those liabilities, costs, or expenses. The Developer's obligations under this Paragraph shall expire when the Developer no longer owns a Unit in the Project. The Association's obligations shall be perpetual.

2.14.3.19. As a condition of hiring the Operator, the Township may require the Operator to agree in writing that to the extent the Association, Developer, or Township incurs any liability, costs or expenses as a result of any act or omission of the Operator, the Operator shall indemnify and hold harmless the Township, Association and Developer from any liability, cost or expenses, (including actual attorney fees and costs of defense).

2.14.3.20. In order to provide financial security for the performance of the undertakings of the Developer and Association pursuant to this agreement, the Developer shall establish an escrow account for and in the name of the Association at a financial institution or title company. The Township, the OCHD, the MDEQ, and their respective agents shall have the ability and the right, but not the obligation, to draw against that account in order to pay for the costs of curing any breach by the Association or Developer of their respective undertakings pursuant to these Bylaws. The account shall be funded in the amount of no less than $24,000.00, which shall be deposited at the rate of $1,000.00 per site condominium Unit by the Co-owner of each Unit that will be serviced by the Community Sewer System at the time he or she applies for a building permit for that Unit. The Association shall provide evidence of establishment and funding of the escrow account periodically at the request of the Township, the OCHD or the MDEQ. The Brandon Township Building Inspector may require reasonable proof of such deposit before issuing a building permit for any such Unit.

2.14.3.21. By accepting a conveyance of title to a Unit, each Co-owner of a Unit serviced by the Community Sewer System shall have agreed to be bound by the terms and provisions of these Bylaws and the other Condominium Documents for the Project, including the following:

2.14.3.21.1. The Association may assess a user fee, prorated among the users of the Community Sewer System, sufficient to maintain all operational aspects of the Community Sewer System, including potential upgrades, repairs and general maintenance consistent with the Community Sewer System design and al applicable laws, regulations and permits. This fee shall be determined and certified in writing on the form prepared by the MDEQ by a licensed professional engineer or certified wastewater treatment plant (WWTP) operator attesting that the fee is sufficient to cover Community Sewer System operational maintenance costs. There may be periodic rate increases as necessary to cover operation, maintenance, repair and expansion costs. This is binding on the Developer, the Association, and all individual users of the Community Sewer System jointly. This provision shall be construed as allowing the Association access to the escrow funds for operation, maintenance, repair and expansion, and for creation of a user fee assessment authority, which may be the Association. This covenant shall be approved by the MDEQ before a Part 41 construction permit will be issued.

2.14.3.21.2. The escrow shall be established initially by the Developer or Community Sewer System owner in an amount sufficient to properly operate the facility, and for conducting maintenance and necessary repairs, in accordance with all applicable laws, regulations, and permits for a period of no less than two years. The escrow must be established and approved by the MDEQ before the part 41 construction permit will be issued. Each user of the Community Sewer System shall be required through the covenant to contribute an additional prorated amount as a portion of the user fee or other funding process to increase the amount of the escrow to cover Community Sewer System operation, maintenance and repair for five years. The escrow shall be fully funded to the five-year amount no later than two years after Community Sewer System operation commences. The amount of the two-year escrow and the amount of the five-year escrow shall be determined and certified in writing on forms prepared by the MDEQ by a licensed professional engineer or a certified WWTP operator that the amount is sufficient to cover operation, maintenance and other necessary costs for the time period stated.

2.14.3.21.3. The Operator shall be considered to be an independent contractor of the Association for all purposes.

2.14.3.21.4. The Township and its agents are hereby granted access to the Community Sewer System at such time as the Township or its agents, including the Operator, may deem necessary.

2.14.3.22. The provisions of the Master Deed, the Bylaws and the other Condominium Documents regarding the Community Sewer System shall not be amended except by a written instrument signed by the Township, the Association and the Developer, provided, however, that the Developer shall not be a necessary party to any such amendment from and after the date the Developer no longer owns any Unit in the Project.

¶ 2.14.4. Reserved Rights of Developer.

2.14.4.1. Prior Approval by Developer. During the Development Period, no buildings, fences, walls, retaining walls, drives, walks or other structures or improvements shall be commenced, erected, maintained, and no addition to, or change or alteration to any structure shall be made (including in color or design), except interior alterations that do not affect structural elements of any Unit, and no hedges, trees or substantial planting or landscaping modifications shall be made, until plans and specifications, acceptable to the Developer, showing the nature, kind, shape, height, materials, color scheme, location and approximate cost of the structure or improvement and the grading or landscaping plan of the area to be affected shall have been submitted to and approved in writing by the Developer, its successors or assigns, and a copy of the plans and specifications, as finally approved, lodged permanently with the Developer. The Developer shall have the right to refuse to approve any plan or specifications, or grading or landscaping plans that are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon the 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, and the degree of harmony with the Condominium as a whole. The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful, harmonious, and environmentally respectful residential development. This Section shall be binding upon the Association and all Co-owners.

2.14.4.2. Developer's Rights in Furtherance of Development and Sales. None of the restrictions contained in this Article II shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Development Period or of the Association in furtherance of its powers and purposes. Despite any contrary provision, the Developer shall have the right at no cost to maintain a permanent, temporary or mobile sales office, model units, advertising display signs, storage areas, related parking rights, and access throughout Bridlewood that it deems reasonable for the sale and development of the entire Project by the Developer.

¶ 2.14.5. Enforcement of Bylaws. The Developer and the Association shall have the responsibility and the obligation to enforce the provisions contained in these Bylaws including the restrictions set forth in Article 2. Bridlewood shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private, residential community for the benefit of the Co-owners and all persons having an interest in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace and landscape in a manner consistent with the maintenance of those high standards, then the Developer, or any person to whom he may assign this right, at his option, may elect to maintain, repair and replace any Common Elements and to do any landscaping required by these Bylaws and to charge the cost to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws throughout the Development Period which right of enforcement shall include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws.

¶ 2.14.6. Developer's Right to Receive Minutes. After the Transitional Control Date and prior to the expiration of the Development and Sales Period, the Developer, upon written request to the Board, shall have the right to be provided with copies of all minutes of regular and special meetings of the Board and of the members of the Association.

§ 2.15. Leasing and Rental.

¶ 2.15.1. Right to Lease. A Co-owner may lease or sell his Unit for the same purposes set forth in Section 2.1 subject to the provisions of Paragraph 2.14.2 below. No Co-owner shall lease less than an entire Unit in the Condominium. No tenant shall be permitted to occupy except under a lease having an initial term of at least six months unless approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer may lease any number of Units in the Condominium in its discretion.

¶ 2.15.2. Leasing Procedures. The leasing of Units in the Project shall conform to the following provisions:

2.15.2.1. A Co-owner, including the Developer, desiring to rent or lease a Unit, shall disclose that fact in writing to the Association and shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents at least 10 days before presenting a lease form to a potential tenant. If the Developer desires to rent Units before the Transitional Control Date, it shall notify either the Advisory Committee or each Co-owner in writing.

2.15.2.2. Tenants and non-owner occupants shall comply with all of the conditions of the Condominium Documents and all leases and rental agreements shall so state.

2.15.2.3. If the Association determines that the tenant or non-owner occupant has failed to comply with the conditions of the Condominium Documents, then :

2.15.2.3.1. The Association shall notify the Co-owner by certified mail of the alleged violation by the tenant.

2.15.2.3.2. The Co-owner shall have 15 days after receipt of the notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.

2.15.2.3.3. If after 15 days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or non-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or non-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this subparagraph may be by summary proceeding. The

Association may hold both the tenant and the Co-owner liable for any damages to the Common Elements caused by the Co-owner or tenant.

2.15.2.3.4. When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not constitute a breach of the rental agreement or lease by the tenant.

§ 2.16. Notification of Sale. A Co-owner intending to make a sale of his Unit shall notify the Association in writing at least 21 days before the closing date of the sale and shall furnish the name and address of the intended purchaser and other information reasonably required by the Association. The purpose of this Section is to enable the Association to be aware at all times of the identities of all persons owning or occupying a Unit and to facilitate communication with them regarding the rights, obligations and responsibilities under the Condominium Documents. Under no circumstances shall this provision be used for purposes of discrimination against any owner, occupant or prospective owner on the basis of race, color, creed, national origin, sex or other basis prohibited by law.

§ 2.17. Incorporation of Rules and Regulations. The Rules and Regulations adopted by the Association and, during the Development Period, the Developer, as amended from time to time, are hereby made a part of these Bylaws as if fully set forth in these Bylaws, and may be enforced by the Developer and the Association as if a part of the Bylaws.

§ 2.18. Notice to Owners of Units 1-7, 22 and 24 Regarding On-Site Sewage Disposal Systems. Units 1-7, 22 and 24 of the Project are the only Units in the Project serviced by individual on-site septic systems. Prior to purchasing Unit 1-7, 22 and 24 the prospective Owner may wish to "perc" the Unit, provided that the Unit is immediately restored by the prospective Owner to its condition existing before the testing. Some of the Units may require engineered systems or sand filtration systems. The Developer will make available to each prospective Owner the results of the perc test report for the Unit issued by the engineer to the Oakland County Health Department. The Developer is providing that report only as a matter of convenience to a prospective Owner and does not warrant or represent that the Unit is suitable for on-site sewage disposal; and a prospective Owner shall not rely on that report. That determination shall be made, if at all, as a result of an independent test by the prospective Owner or its agents.

Article 3. Reconstruction and Repair.

§ 3.1. Association Responsibility for Repair. Immediately after the occurrence of a casualty causing damage to a General Common Element, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction or repair required to be performed by the Association, or if at any time during or after completion of the reconstruction or repair, the funds for the payment of the cost 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.

§ 3.2. 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.

§ 3.3. Co-owner's Responsibility. Each Co-owner shall be responsible for all maintenance, repair and replacement required within his Homesite and appurtenant Limited Common Elements.

§ 3.4. Eminent Domain. The following provisions shall control upon any taking by eminent domain:

¶ 3.4.1. Taking of Unit or Improvements Thereon or a Limited Common Element. If all or any portion of a Unit or any improvements on a Unit or a Limited Common Element appurtenant to a Unit is taken by eminent domain, then the award for that taking shall be paid to the Co-owner and mortgagee of the Unit as their interests may appear, despite any contrary provision of the Act. If a Co-owner's entire Unit is taken by eminent domain, then that Co-owner and his mortgagee shall, after acceptance of the condemnation award, be divested of all interest in the Project.

¶ 3.4.2. Taking of General Common Elements. If there is any taking of any portion of the General Common Elements, the condemnation proceeds from that 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 taken or to take any other action they deem appropriate.

¶ 3.4.3. Continuation of Condominium After Taking. If the Project continues after taking by eminent domain, then the remaining portion of the Project shall be resurveyed and the Master Deed amended accordingly. If any Unit has been taken, then Article V of the Master Deed shall also be amended to reflect that taking and to readjust the percentages of value of the remaining Co-owners proportionately ,based upon a continuing value of 100% for the Condominium. That amendment may be made by an officer of the Association authorized by the Board of Directors without execution or approval by any Co-owner.

¶ 3.4.4. Notification of Mortgagees. If all or a part of a Unit or Common Elements is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the Association shall promptly notify each institutional holder of a first mortgage on any Unit in the Condominium.

¶ 3.4.5. Applicability of the Act. To the extent not inconsistent with these Bylaws, Section 133 of the Act shall control upon any taking by eminent domain.

§ 3.5. Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give a Co-owner or any other party priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Co-owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units or Common Elements.

Article 4. Insurance.

§ 4.1. Extent of Coverage. The Association shall, to the extent appropriate in light of the nature of the General Common Elements of the Project, carry all risk insurance coverage, liability insurance (in a minimum amount to be determined by the Developer or the Association in its discretion, but in no event less than $1,000,000 per occurrence), officers' and directors' liability insurance, workmen's compensation insurance, if applicable, and any other insurance the Association may deem applicable, desirable or necessary, and pertinent to the ownership, use and maintenance of the General Common Elements. That insurance shall be carried and administered in accordance with the following provisions:

¶ 4.1.1. Responsibilities of Association. All insurance shall be purchased by the Association for the benefit of the Association, the Developer and the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Units.

¶ 4.1.2. Insurance of Common Elements. All General Common Elements of the Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, if applicable and appropriate, in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, if any, as determined annually by the board of directors of the Association. The Association shall not be responsible for maintaining insurance with respect to Limited Common Elements, Units, and structures on and improvements and appurtenances to Units, Limited Common Elements and Homesites.

¶ 4.1.3. Premium Expenses. All premiums on insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

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

§ 4.2. Authority of Association to Settle Insurance Claims. Each Co-owner, by ownership of a Unit in the Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the Project and the General Common Elements, with all insurers that provide insurance for the Project, including the full power and authority to purchase and maintain insurance, to collect and remit premiums, to collect and distribute the proceeds to the Association, the Co-owners and mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute

releases of liability and to execute all documents and to do all things on behalf of the Co-owner and the Condominium as shall be necessary or convenient to the accomplishment of the provisions of this Article.

§ 4.3. Responsibilities of Co-owners. Each Co-owner shall be responsible for obtaining all risk insurance coverage with respect to the building and all other improvements constructed or to be constructed within the perimeter of Co-owner's Unit and for his personal property located on that Unit or elsewhere on the Project. There is no responsibility on the part of the Association to insure any of those improvements whatsoever. Each Co-owner also shall be obligated to obtain insurance coverage for his personal liability for occurrences within the perimeter of his Homesite and appurtenant Limited Common Elements (naming the Association and the Developer as additional insureds), and also for any other personal insurance coverage that the Co-owner wishes to carry. Each Co-owner shall deliver certificates of insurance to the Association from time to time to evidence the continued existence of all insurance required to be maintained by the Co-owner. If a Co-owner fails to obtain or provide evidence of that insurance, then the Association may, but is not required to, obtain that insurance on behalf of the Co-owner, and the premiums for that insurance shall constitute a lien against the Co-owner's Unit and may be collected from the Co-owner in the same manner that Association assessments may be collected in accordance with Article V. Each Co-owner shall also be obligated to obtain insurance from an insurer identified by the Association in the event the Association elects to make that designation.

§ 4.4. Waiver of Right of Subrogation. The Association and all Co-owners shall use their best efforts to cause all property and liability insurance carried by the Association or any Co-owner to contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

§ 4.5. 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 the 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 that individual Co-owner's Homesite or appurtenant Limited Common Elements and shall carry insurance to secure this indemnity if required by the Association (or the Developer during the Development Period). This Section 4.5 shall not be construed to give any insurer any subrogation right or other right or claim against any individual Co-owner.

Article 5. Assessments. All expenses arising from the management, administration and operation of the Association in carrying out its authority and duties as set forth in the Condominium Documents and the Act shall be levied by the Association against the Units and the Co-owners in accordance with the following provisions:

§ 5.1. Assessments for Common Elements. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Project shall be 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 Project shall be receipts affecting the administration of the Project, within the meaning of Section 54(4) of the Act. If snow removal is not performed by a governmental body, the Association reserves the right to contract for the removal of snow from paved areas located within General Common Element areas and roadways dedicated to the public except the approaches of individual driveways servicing the Units. The cost of snow removal shall be an expense of administration of the Project.

§ 5.2. Determination of Assessments. Assessments shall be determined in accordance with the following provisions:

¶ 5.2.1. Budget. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year. The budget shall project all expenses for the coming year that may be required for the proper operation, management and maintenance of the Project, including a reasonable allowance for reserves and contingencies. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular payments as set forth in Section 5.3 below rather than by special assessments. At a minimum, the reserve fund shall be equal to 10% of the Association's current annual budget on a noncumulative basis. Since the minimum standard required by this Paragraph may prove to be inadequate for this particular project, the Association of Co-owners should carefully analyze the 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 the year shall be established based upon the budget. The failure to deliver a copy of the budget to each Co-owner shall not affect or in any way diminish the liability of any Co-owner for any existing or future assessments. If the Board of Directors decides, in its sole discretion, that the assessments levied are or may be insufficient to pay the costs of operation and management of the Condominium, then it shall

have the authority to increase the general assessment or to levy additional assessments that it deems necessary. The discretionary authority of the Board of Directors to levy assessments pursuant to this Paragraph shall rest solely with the Board of Directors for the benefit of the Association and its members, and shall not be enforceable by any creditors of or members of the Association.

¶ 5.2.2. Special Assessments. Special assessments, in addition to those required in Paragraph 5.2.1. above, may be made by the Board of Directors from time to time and approved by the Co-owners as provided below to meet other requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of a cost exceeding $2,000.00 for the entire Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5.5, or (3) assessments for any other appropriate purpose not described elsewhere in these Bylaws. Special assessments referred to in this Paragraph 5.2.2 (but not including those assessments referred to in Paragraph 5.2.1. 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. The authority to levy assessments pursuant to this Paragraph is solely for the benefit of the Association and its members and shall not be enforceable by any creditors of or members of the Association.

§ 5.3. Apportionment of Assessments and Penalty for Default. Unless otherwise provided in these Bylaws or in the Master Deed, all assessments levied against the Co-owners to cover 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 5 of the Master Deed. Payment of an assessment shall be on a monthly, quarterly, semiannual or annual basis, as determined by the Association. The payment of an assessment shall be in default if all or any part of that assessment is not paid to the Association in full on or before its due date. The Association may assess reasonable automatic late charges or may, under Section 19.4, levy fines for late payment. 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 that are levied while he is the owner. However, a land contract purchaser from any Co-owner including Developer shall be so personally liable and a land contract seller shall not be personally liable for all assessments levied up to and including the date upon which the land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorney's fees; second, to any interest charges and fines for late payment on installments; and third, to installments in default in order of their due dates.

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

§ 5.5. Enforcement.

¶ 5.5.1. 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.

¶ 5.5.2. Foreclosure Proceedings. Each Co-owner, and every other person who 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 made a part of these Bylaws for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to those actions. Further, each Co-owner and every other person who 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 that 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 his Unit, he was notified of the provisions of this Paragraph 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 the subject Unit.

¶ 5.5.3. Notice of Action. 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, 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 if the default is not cured within 10 days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (I) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney's fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. The affidavit shall be recorded in the office of the Oakland County Register of Deeds prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing. If the delinquency is not cured within the 10-day period, the Association may take any remedial action available to it under these Bylaws or Michigan law. If the Association elects to foreclose the lien by advertisement, then 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.

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

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

§ 5.7. Developer's Responsibility for Assessments. The Developer of the Condominium, although a member of the Association, shall not be responsible at any time for payment of the regular Association assessments. The Developer, however, shall at all times pay all expenses of maintaining the Units that it owns, and a proportionate share of all current expenses of administration actually incurred by the Association from time to time, except expenses related to maintenance and use of the Units in the Project and of the improvements constructed within or appurtenant to the Units that are not owned by the Developer. The Developer's proportionate share of those expenses shall be based upon the ratio of all Units owned by the Developer at the time the expense is incurred to the total number of Units then in the Project. In no event shall the Developer be responsible for payment of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments, except with respect to Units owned by it on which a completed residential dwelling is located. The only expenses presently contemplated that the Developer might be expected to pay are a pro rata share of snow removal and other road maintenance and a pro rata share of any liability insurance. Any assessments levied by the Association against the Developer for other purposes shall be void without the 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 that litigation or claim or any similar or related costs. A "completed residential dwelling" shall mean a residential dwelling with respect to which a final certificate of occupancy has been issued by Brandon Township.

§ 5.8. Statement as to Unpaid Assessments. The purchaser of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments thereon, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement under which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement of the unpaid assessments that exist or a statement that none exist. That statement shall be binding upon the Association for the period stated. Upon the payment of that sum within the period stated, the Association's lien for assessments as to that 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 the Unit shall render any unpaid assessments and the lien securing them fully enforceable against the 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 prior to all claims except real property taxes and first mortgages of record.

§ 5.9. 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.

§ 5.10. 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 those personal property taxes shall be treated as expenses of administration.

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

§ 5.12. Additional Community Sewer System Assessment. The Association may assess an additional fee against Units that place a substantial additional burden on the Community Sewer System because of, for example, the size of the house located on that Unit. Any such additional assessment may be made against a Unit only if reasonable and only if the Association has received an engineer's report substantiating the fact that the Unit places a substantial additional burden on the Community Sewer System.

Article 6. Arbitration.

§ 6.1. 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 those 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 the arbitration), and upon written notice to the Association, shall be submitted to arbitration and the parties shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association then in effect shall be applicable to any arbitration.

§ 6.2. Judicial Relief. In the absence of the election and written consent of the parties under Section 6.1 above, no Co-owner or the Association shall be precluded from petitioning the courts to resolve any disputes, claims or grievances.

§ 6.3. Election of Remedies. The election and written consent by Co-owners or the Association to submit a dispute, claim or grievance to arbitration shall preclude them from litigating the dispute, claim or grievance in the courts.

Article 7. Mortgages.

§ 7.1. Notice to Association. Any Co-owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee. The Association shall maintain that 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 that Unit. The Association shall give to the holder of a first mortgage covering a Unit in the Project written notification of any default in the performance of the obligations of the Co-owner of that Unit that is not cured within 60 days.

§ 7.2. Insurance. The Association shall notify each mortgagee appearing in that 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 the coverage.

§ 7.3. Notification of Meetings. Upon request submitted to the Association, an institutional holder of a first mortgage lien on a 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 that meeting.

Article 8. Voting.

§ 8.1. Vote. Except as limited in these Bylaws, each Co-owner shall be entitled to one vote for each Condominium Unit owned.

§ 8.2. 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 Project to the Association. Except as provided in Section 11.2 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 9.2. The vote of each Co-owner may be cast only by the individual representative named by the Co-owner in the notice required in Section 8.3 or by a proxy given by that 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 that period even though the Developer may own no Units at some time during that period. At and after the First Annual Meeting the Developer shall be entitled to one vote for each Unit that it owns.

§ 8.3. Designation of Voting Representative. Each Co-owner shall file a written notice with the Association naming an individual representative to vote at meetings of the Association and receive all notices and other communications from the Association on behalf

of the Co-owner. The notice shall state the name and address of the representative, the number(s) of the Condominium Unit(s) owned by the Co-owner, and the name and address of each person or other entity who is the Co-owner. The notice shall be signed and dated by the Co-owner. The named representative may be changed by the Co-owner at any time by filing a new notice in the same manner.

§ 8.4. 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 that 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.

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

§ 8.6. Majority. A majority, except where otherwise provided, shall consist of more than 50% in value of those qualified to vote, present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. If expressly provided in these Bylaws, a majority may be required to exceed a simple majority.

Article 9. Meetings.

§ 9.1. Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at another suitable, convenient place designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Roberts Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Condominium Documents or the laws of the State of Michigan.

§ 9.2. First Annual Meeting. The First Annual Meeting of members of the Association may be convened only by the Developer and may be called at any time after more than 50% in number of the Units in Bridlewood have been sold and the purchasers qualified as members of the Association, but no later than 120 days after the conveyance of legal or equitable title to non-developer Co-owners of 75% in number of all Units or 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit, whichever occurs first. The Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting. Those meetings shall not be construed as the First Annual Meeting of members. The date, time and place of that meeting shall be set by the Board of Directors, and at least 10 days' written notice shall be given to each Co-owner.

§ 9.3. Annual Meetings. Annual meetings of members of the Association shall be held on the third Tuesday of August each succeeding year after the year in which the First Annual Meeting is held, at a time and place determined by the Board of Directors. At those meetings the Co-owners shall elect by ballot a Board of Directors in accordance with Article XI of these Bylaws. The Co-owners may also transact other business of the Association that properly comes before them.

§ 9.4. Special Meetings. The President shall call a special meeting of the Co-owners if directed by resolution of the Board of Directors or upon a petition signed by one-third (1/3) of the Co-owners presented to the Secretary of the Association. Notice of any special meeting shall state the time, place and purposes of the meeting. Only the business stated in the notice shall be transacted at a special meeting.

§ 9.5. Notice of Meetings. The Secretary shall (or other Association officer in the Secretary's absence) serve a notice of each annual or special meeting, stating the purpose, time and place of the meeting upon each Co-owner of record at least 10 days but not more than 60 days prior to the meeting. The mailing of a notice to each named representative at his address shown in the notice required by Section 8.3, shall be deemed notice served. Any member may waive notice in writing. The waiver, when filed in the records of the Association, shall be deemed due notice.

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

§ 9.7. Order of Business. The order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspectors of election (at meetings held for the purpose of electing

Directors or officers); (g) election of Directors (at meetings held for that purpose); (h) unfinished business; and (i) new business. Meetings of members shall be chaired by the most senior officer of the Association present at the meeting. For purposes of this Section, the order of seniority of officers shall be President, Vice President, Secretary/Treasurer.

§ 9.8. Action Without Meeting. Any action that 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 9.5 for the giving of notice of meetings of members. 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 that manner. Approval by written ballot shall be constituted by receipt, within the specified time period of (i) a number of ballots that equals or exceeds the quorum that would be required if the action were taken at a meeting; and (ii) a number of approvals that equals or exceeds the number of votes that 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.

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

§ 9.10. 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 in the minutes. A recitation in the minutes of a meeting that notice of the meeting was properly given shall be prima facie evidence that proper notice was given.

Article 10. Advisory Committee. The Developer shall establish a Co-owners advisory committee as required by, and to be governed by, Section 52 of the Act.

Article 11. Board of Directors.

§ 11.1. Qualification of Directors. The Board of Directors shall consist of the number of members set forth in Section 11.2. All directors must be members of the Association or officers, partners, trustees, employees or agents of members of the Association, except for the first Board of Directors. Directors shall serve without compensation.

§ 11.2. Election of Directors.

¶ 11.2.1. First Board. The first Board shall be comprised of one (1) person and such first Board, or its successors as selected by the Developer, shall manage the affairs of the Association until the appointment of the first non-Developer Co-owners to the Board. Immediately prior to the appointment of the first non-Developer Co-owner to the Board, the Board shall be increased in size to five (5) persons. Thereafter, elections for non-Developer Co-owner directors shall be held as provided in Paragraphs 11.2.2 and 11.2.3 below. The directors shall hold office until their successors are elected and hold their first meeting.

¶ 11.2.2. Appointment of Non-Developer Co-owners to Board Prior to First Annual Meeting. Not later than one hundred twenty (120) days after the conveyance of legal or equitable title to non-Developer Co-owners of twenty-five percent (25%) of the Units that may be created, one (1) of the five (5) directors shall be elected by non Developer Co-owners. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-Developer Co-owners of fifty percent (50%) of the Units that may be created, two (2) of the five (5) directors shall be elected by non-Developer Co-owners. When the required number of conveyances has 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 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 11.7 or he resigns or becomes incapacitated.

¶ 11.2.3. Election of Directors at and After First Annual Meeting. Not later than one-hundred twenty (120) days after conveyance of legal or equitable title to non-Developer Co-owners of seventy five percent (75%) of the Units, the non-Developer Co-owners shall elect all directors on the Board, except that the Developer shall have the right to designate one (1) director as long as the Developer owns and offers for sale at least ten percent (10%) of the Units in the Condominium or as long as ten percent (10%) of the Units remain that may be created. Whenever the required conveyance level is achieved, a meeting of Co-owners shall be properly convened to effectuate this provision, even if the First Annual Meeting has already occurred.

¶ 11.2.4. Regardless of the percentage of Units which have been conveyed, upon the expiration of fifty four (54) months after the first conveyance of legal or equitable title to a non-Developer Co-owner of a Unit in the Condominium, the non-Developer Co-owners have the right to elect a number of members of the Board equal to the percentage of Units they own, and the Developer has the right to elect a number of members of the Board 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 Paragraph 11.2.2 above. Application of this Paragraph does not require a change in the size of the Board.

¶ 11.2.5. If the calculation of the percentage of members of the Board that the non-Developer Co-owners have the right to elect under Paragraph 11.2.4, or if the product of the number of the members of the Board multiplied by the percentage of Units held by the non-Developer Co-owners under Paragraph 11.2.4 results in a right of non-Developer Co-owners to elect a fractional number of members of the Board, 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 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. Application of this Paragraph shall not eliminate the right of the Developer to designate one (1) director as provided in Paragraph 11.2.3.

¶ 11.2.6. Except as provided in Paragraph 11. 2.3, at the First Annual Meeting, three (3) directors shall be elected for a term of two (2) years and two (2) directors shall be elected for a term of one (1) year. At such meeting, all nominees shall stand for election as one slate and the three (3) persons receiving the highest number of votes shall be elected for a term of two (2) years and the two (2) persons receiving the next highest number of votes shall be elected for a term of one (1) year. At each annual meeting held thereafter, either two (2) or three (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 two (2) directors elected at the First Annual Meeting) of each director shall be two (2) years. The directors shall hold office until their successors have been elected and hold their first meeting.

¶ 11.2.7. Once the Co-owners have acquired the right hereunder to elect a majority of the Board, annual meetings of Co-owners to elect directors and conduct other business shall be held in accordance with the provisions of Section 10.3 hereof.

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

§ 11.4. Other Duties. In addition to the duties imposed by these Bylaws or any further duties imposed by resolution of the members of the Association, the Association shall be responsible specifically for the following:

¶ 11.4.1. To enforce the provisions of all Condominium Documents.

¶ 11.4.2. To manage and administer the affairs of and to maintain the Project and the Common Elements.

¶ 11.4.3. To levy and collect assessments from the members of the Association and to use the proceeds for the purposes of the Association.

¶ 11.4.4. To carry insurance and collect and allocate the insurance proceeds.

¶ 11.4.5. To rebuild Common Element improvements after casualty.

¶ 11.4.6. To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Project.

¶ 11.4.7. To acquire, maintain and improve, 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 carrying out the purposes of the Association.

¶ 11.4.8. To borrow money and issue evidences of indebtedness in carrying out the purposes of the Association, and to secure them by mortgage, pledge, or other lien on property owned by the Association, but only if those actions are approved by affirmative vote of 75% of all of the members of the Association in number and in value.

¶ 11.4.9. To make rules and regulations in accordance with these Bylaws.

¶ 11.4.10. To establish and appoint members to any committees it deems necessary, convenient or desirable for the purpose of implementing the enforcement and administration of the Condominium and to delegate to those committees any functions or responsibilities that are not required by law or the Condominium Documents to be performed by the Board.

§ 11.5. Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include the Developer or its affiliates) at reasonable compensation established by the Board to perform the duties and services that the Board authorizes, including, but not limited to, the duties listed in Sections 11.3 and 11.4. The Board may delegate to the management agent any other duties or powers that are not required by law or by the Condominium Documents to be performed by or have the approval of the Board of Directors or the members of the Association. All service and management contracts shall comply with Section 55 of the Act.

§ 11.6. Vacancies. Vacancies in the Board of Directors that 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 Director elected shall serve until a successor is elected at the next annual meeting of the members of the Association. Vacancies among non-developer Co-owner elected Directors that 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 11.2.2.

§ 11.7. Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors may be removed with or without cause by the affirmative vote of more than 50% in number of all of the Co-owners and a successor may then and there be elected to fill the resulting vacancy. The quorum requirement for the purpose of filling that vacancy shall be the normal 35% requirement set forth in Section 8.4. Any Director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion. Likewise, any Director selected by the non-developer Co-owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner set forth in this paragraph for removal of Directors generally.

§ 11.8. First Meeting. The first meeting of a newly elected Board of Directors shall be held within 10 days of election at the place designated by the Directors at the meeting at which they were elected; no notice to those Directors shall be necessary in order to hold that meeting if a majority of the whole Board shall be present.

§ 11.9. Regular Meetings. Regular meetings of the Board of Directors may be held at the times and places determined by a majority of the Directors. At least two regular 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 the meeting.

§ 11.10. 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, of the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in the same manner on the written request of a Director.

§ 11.11. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of the meeting. That waiver shall be equivalent to the giving of notice. Attendance by a Director at any meetings of the Board shall be deemed

a waiver of notice by him. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at the meeting.

§ 11.12. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business. 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, a quorum is not present, then 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 adjourned meeting, any business that 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, shall constitute the presence of that Director for purposes of determining a quorum.

§ 11.13. First Board of Directors. The actions of the first Board of Directors of the Association or its successors selected or elected before the Transitional Control Date shall be binding upon the Association as long as its actions are within the scope of the powers and duties that may be exercised generally by the Board of Directors as provided in the Condominium Documents.

§ 11.14. 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 the bonds shall be expenses of administration.

Article 12. Officers.

§ 12.1. 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-Treasurer.

¶ 12.1.1. President. The President shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Association and of the Board of Directors. He or she shall have all of the general powers and duties which are usually vested in the office of the President of an association.

¶ 12.1.2. Vice President. The Vice President shall take the place of the President and perform his or her duties whenever the President is 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 act on an interim basis.

¶ 12.1.3. 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 or she shall have charge of the corporate seal, if any, and of those books and papers as the Board of Directors may direct; and he or she shall, in general, perform all duties incident to the office of the Secretary.

¶ 12.1.4. Treasurer. The Treasurer shall have responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He or she 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 the depositories designated by the Board of Directors.

§ 12.2. 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.

§ 12.3. 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. His or her successor may be elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for that purpose. No removal action may be taken unless the matter is included in the notice of the meeting. The officer who is proposed to be removed shall be given an opportunity to be heard at the meeting.

§ 12.4. Duties. The officers shall have those other duties, powers and responsibilities authorized by the Board of Directors.

Article 13. 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 on it the name of the Association, the words "corporate seal", and "Michigan".

Article 14. Finance.

§ 14.1. Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration, a specification of 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. All Association records shall be open for inspection by the Co-owners and their mortgagees during ordinary 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. The auditors need not be certified public accountants and the audit need not 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 the annual audited financial statement within 90 days following the end of the Association's fiscal year upon request. Audit and accounting expenses shall be expenses of administration.

§ 14.2. Fiscal Year. The fiscal year of the Association shall be the calendar year. The commencement date of the fiscal year shall be subject to change by the Directors for accounting reasons or other good cause.

§ 14.3. Bank. Funds of the Association shall be initially deposited in a bank or savings association designated by the Board of Directors and shall be withdrawn only upon the check or order of the officers, employees or agents designated by resolution of the Board of Directors. The funds may be invested in accounts or deposit certificates of a bank or savings association insured by the Federal Deposit Insurance Corporation or in interest-bearing obligations of the United States Government.

Article 15. Indemnification of Officers and Directors. Every director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable counsel fees and amounts paid in settlement, incurred by or imposed upon him or her in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal, to which he or she may be a party or in which he or she may become involved by reason of his or her being or having been a director or officer of the Association, whether or not he or she is a director or officer at the time the expenses are incurred, except as otherwise prohibited by law. In the event of any claim for reimbursement or indemnification based upon a settlement by the director or officer seeking the reimbursement or indemnification, the indemnification shall apply only if the Association (with the director seeking reimbursement abstaining) approves the 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 a director or officer may be entitled. At least ten (10) days prior to payment of any indemnification that it has approved, the Association shall notify all Co-owners of the payment. Further, the Association is authorized to carry officers' and directors' liability insurance covering acts of the officers and directors of the Association in amounts it deems appropriate.

Article 16. Amendments.

§ 16.1. 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.

§ 16.2. Meeting. A meeting for consideration of a proposed amendment shall be duly called in accordance with the provisions of these Bylaws.

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

§ 16.4. By Developer. Prior to the end of the Development Period, these Bylaws may be amended by the Developer without approval from any other person as long the amendment does not materially diminish the right of a Co-owner or mortgagee. The Developer may amend the Master Deed, Bylaws and Condominium Subdivision Plan in any manner and at any time without the consent of the Association, any Co-owner, any mortgagee or any other person if the amendment is required by any governmental agency having jurisdiction over any aspect of the Project, including but not limited to amendments required by a road commission, drain commissioner or other agency for the purpose of or in connection with the dedication of general common elements to the public.

§ 16.5. By Association or Board. During the Development Period, neither the Master Deed, the Bylaws nor the Subdivision Plan for the Project shall be amended without the written consent of the Developer

§ 16.6. When Effective. Any amendment to these Bylaws shall become effective upon recording of the amendment in the office of the Oakland County Register of Deeds.

§ 16.7. Binding. A copy of each amendment to the Bylaws shall be furnished to every member of the Association after adoption. Amendments to these Bylaws adopted in accordance with this Article shall be binding upon all persons who have an interest in the Project regardless of whether they actually receive a copy of the amendment.

Article 17. Compliance. The Association and all present or future Co-owners and tenants, or any other persons acquiring an interest in or using the Project in any manner are subject to and shall comply with the Act. 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 18. Definitions. All terms used in these Bylaws 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 19. Remedies for Default. Any default by a Co-owner shall entitle the Association or another Co-owner or Co-owners to the following relief:

§ 19.1. Legal Action. Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, including an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination. Relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.

§ 19.2. Recovery of Costs. In any proceeding arising because of an alleged default by any Co-owner, the Developer or the Association, if successful, shall be entitled to recover the costs of the proceeding and reasonable attorney's fees (not limited to statutory fees) as determined by the court. No Co-owner committing the default be entitled to recover attorney's fees.

§ 19.3. 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 to enter upon the Common Elements or upon any Unit (but not inside any residence), where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power.

§ 19.4. 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 violations. No fine may be assessed unless in accordance with the provisions of Article XX.

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

§ 19.6. 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. The exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the exercise of other and additional rights, remedies or privileges available to a party at law or in equity.

§ 19.7. Enforcement of Provisions of Condominium Documents. The Developer or a Co-owner may maintain an action against the Association and its officers and Directors to compel them 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 and/or damages for noncompliance with the terms and provisions of the Condominium Documents or the Act.

Article 20. Assessment of Fines.

§ 20.1. General. The violation by any Co-owner, occupant or guest of any provisions of the Condominium Documents including any duly adopted Rules and Regulations shall be grounds for assessment by the Association of monetary fines against the involved Co-owner.

That Co-owner shall be deemed responsible for the 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 him to the Condominium Premises.

§ 20.2. Procedures. Upon any violation being alleged by the Board, the following procedures will be followed:

¶ 20.2.1. Notice. Notice of the violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense set forth with enough specificity to place the Co-owner on notice of the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the representative of the Co-owner at the address shown in the notice required to be filed with the Association pursuant to Section 8.3 of the Bylaws.

¶ 20.2.2. Opportunity to Defend. The offending Co-owner shall have an opportunity to appear before the Board and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting but the Co-owner shall not be required to appear less than 10 days from the date of the Notice.

¶ 20.2.3. Default. Failure to respond to the Notice of Violation constitutes a default.

¶ 20.2.4. Hearing and Decision. Upon appearance by the Co-owner before the Board and presentation of evidence of defense, or, upon 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.

§ 20.3. 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:

¶ 20.3.1. First Violation. No fine shall be levied.

¶ 20.3.2. Second Violation. Twenty-Five Dollars ($25.00) fine.

¶ 20.3.3. Third Violation. Fifty Dollars ($50.00) fine.

¶ 20.3.4. Fourth Violation and Subsequent Violations. One Hundred Dollars ($100.00) fine.

§ 20.4. Collection. The fines levied pursuant to Section 20.3 above shall be assessed against the Co-owner and shall be due and payable on the first of the next following month. Failure to pay the fine will subject the Co-owner to all liabilities set forth in the Condominium Documents including, without limitation, those described in Article 5 and Article 19 of the Bylaws. For purposes of calculating fines under this Article, each day that a violation continues to exist after notice of the violation shall be deemed a separate violation

Article 21. Judicial Actions and Claims. Actions on behalf of and against the Co-owners shall be brought in the name of the Association. Subject to the express limitations on actions in these Bylaws and in the Association's Articles of Incorporation, the Association may assert, defend or settle claims on behalf of all Co-owners in connection with the Common Elements. As provided in the Articles of Incorporation of the Association and these Bylaws, the commencement of any civil action (other than one to enforce these Bylaws or collect delinquent assessments) shall require the approval of sixty-six and two-thirds percent (66 2/3%) of all Co-owners and shall be governed by the requirements of this Article 21. The requirements of this Article 21 will ensure that the Co-owners are fully informed regarding the prospects and likely costs of any civil action the Association proposes to engage in, as well as the ongoing status of any civil actions actually filed by the Association. These requirements are imposed in order to reduce both the cost of litigation and the risk of 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 Co-owner and the Developer shall have standing to sue to enforce the requirements of this Article 21. The following procedures and requirements apply to the Association's commencement of any civil action other than an action to enforce these Bylaws or to collect delinquent assessments:

§ 21.1. Board Recommendation to Co-owners. The Board shall be responsible in the first instance for recommending to the Co-owners that a civil action be filed, and supervising and directing any civil actions that are filed.

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

¶ 21.2.1. 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:

21.2.1.1. it is in the best interests of the Association to file a lawsuit

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

21.2.1.3. litigation is the only prudent, feasible and reasonable alternative; and

21.2.1.4. 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.

¶ 21.2.2. 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:

21.2.2.1. the number of years the litigation attorney has practiced law;

21.2.2.2. the name and address of every condominium and 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;

21.2.2.3. the litigation attorney's written estimate of the amount of the Association's likely recovery in the lawsuit, net of legal fees, court costs, expert witness fees and all other anticipated litigation expenses;

21.2.2.4. 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;

21.2.2.5. the litigation attorney's proposed written fee agreement;

21.2.2.6. the amount to be specially assessed against each Unit to fund the estimated cost of the civil action both in total and on a periodic per Unit basis, as required by Section 21.6; and

21.2.2.7. the litigation attorney's legal theories for recovery of the Association.

§ 21.3. Independent Expert Opinion. If the lawsuit relates to the condition of any of the Common Elements, the Board shall obtain 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 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.. The independent expert opinion will ensure that the Co-owners have a realistic appraisal of the condition of the Common Elements, the likely cost of repairs to or replacement of the same, and the reasonable and prudent repair and replacement alternatives. The independent expert opinion shall be sent to all Co-owners with written notice of the litigation evaluation meeting.

§ 21.4. Fee Agreement with Litigation Attorney. The Association shall have a written fee agreement with the litigation attorney and any other attorney retained to handle the proposed civil action. The Association shall not enter into any fee arrangement that provides for compensation to the attorney through a combination of hourly compensation and the payment of a contingent fee unless the existence of the agreement is fully disclosed to the Co-owners in the text of the Association's written notice to the Co-owners of the litigation evaluation meeting.

§ 21.5. Co-owner Vote Required. At the litigation evaluation meeting, the Co-Owners 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 these Bylaws or collect delinquent assessments) and the retention of the litigation attorney shall require the approval of sixty-six and two-thirds percent (66 2/3%) of all Co-owners. In the event the litigation attorney is not approved, the entire litigation attorney evaluation and approval process set forth in Section 21.2 hereinabove and in this Section 21.5 shall be conducted prior to the retention of another attorney for this purpose. Any proxies to be voted at the litigation evaluation meeting must be signed at least seven (7) days prior to the litigation evaluation meeting.

§ 21.6. Litigation Special Assessment. All legal fees incurred in pursuit of any civil action that is subject to Sections 21.1 through 21.10 of this Article 20 shall be paid by special assessment of the Co-owners ("litigation special assessment"). Notwithstanding anything to the contrary herein, the litigation special assessment shall be approved at the litigation evaluation meeting by sixty-six and two-thirds percent (66 2/3%) of all Co-owners 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 estimated total cost of the civil action, as estimated by the attorney actually retained by the Association. The litigation special assessment shall be apportioned to the Co-owners in accordance with their respective percentage of value interests in the Condominium and shall be collected from the Co-owners on a periodic basis. The total amount of the litigation special assessment shall be collected periodic over a period not to exceed twenty-four (24) months.

§ 21.7. Attorney's Written Report. During the course of any civil action authorized by the Co-owners pursuant to this Article 21, the retained attorney shall submit a written report ("attorney's written report") to the Board every thirty (30) days setting forth:

¶ 21.7.1. The attorney's fees, the fees of any experts retained by the attorney or the Association, and all other costs of the litigation during the thirty (30) day period immediately preceding the date of the attorney's written report ("reporting period");

¶ 21.7.2. All 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;

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

¶ 21.7.4. 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; and,

¶ 21.7.5. Whether the originally estimated total cost of the civil action remains accurate.

§ 21.8. Monthly Board Meetings. The Board shall meet monthly during the course of any civil action to discuss and review:

¶ 21.8.1. the status of the litigation;

¶ 21.8.2. the status of settlement efforts, if any; and

¶ 21.8.3. the attorney's written report.

§ 21.9. Changes in the Litigation Special Assessment. 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 revision 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 Co-owners, the Board shall call a special meeting of the Co-owners to review the status of the litigation and allow the Co-owners to vote on whether to continue the civil action and increase the litigation special assessment. The meeting shall have the same quorum and voting requirements as a litigation evaluation meeting.

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

Article 22. 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 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 acceptance of the powers and rights. The assignee or transferee shall have the same rights and powers as the Developer. Any rights and powers reserved or granted to the Developer or its successors (except the architectural review rights set forth in Section 2.2 and 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, which shall not be terminable in any manner under these Bylaws and which shall be governed only in accordance with the terms of their creation or reservation and not by these Bylaws), shall terminate, if not sooner assigned to the Association, at the conclusion of the Development Period.

Article 23. Severability. If any of the terms, provisions or covenants of the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason, then that holding shall not affect, alter, modify or impair in any manner any of the other terms, provisions or covenants of those documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

LIBER36119 P0876

ATTENTION: REGISTER OF DEEDS

THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE. WHEN A NUMBER HAS BEEN ASSIGNED TO THIS PROJECT, IT MUST BE PROPERLY SHOWN IN THE TITLE AND THE SURVEYORS CERTIFICATE SHEET 2

OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 1772
EXHIBIT "B" TO THE MASTER DEED OF
Bridlewood
BRANDON TOWNSHIP, OAKLAND COUNTY, MICHIGAN

ENGINEER AND SURVEYOR

KIEFT ENGINEERING INC.
5852 SOUTH MAIN STREET, STE #1
CLARKSTON, MICHIGAN 48346
PH: 248-625-5251

PROPERTY DESCRIPTION

PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 21, T5N, R9E, BRANDON TOWNSHIP, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT ON THE NORTH - SOUTH 1/4 LINE OF SAID SECTION 21, LOCATED S 02°12'11" E 197.61 FT FROM THE NORTH 1/4 CORNER OF SECTION 21, T5N, R9E; TH N 84°53'19" E 73.09 FT; TH N 02°12'11" W 128.44 FT; TH N 87°22'34" E 1247.33 FT; TH S 02°12'57" E 2572.11 FT TO A POINT ON THE EAST-WEST 1/4 LINE OF SAID SECTION 21; TH ALONG SAID EAST - WEST 1/4 LINE S 88°27'49" W 1320.97 FT TO A POINT ON SAID NORTH - SOUTH 1/4 LINE OF SECTION 21; TH N 02°12'11" W 2415.43 FT ALONG SAID NORTH - SOUTH 1/4 LINE TO THE POINT OF BEGINNING. CONTAINING 77.38 ACRES. TOGETHER WITH A 66 FT X 300 FT EASEMENT FOR INGRESS AND EGRESS. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

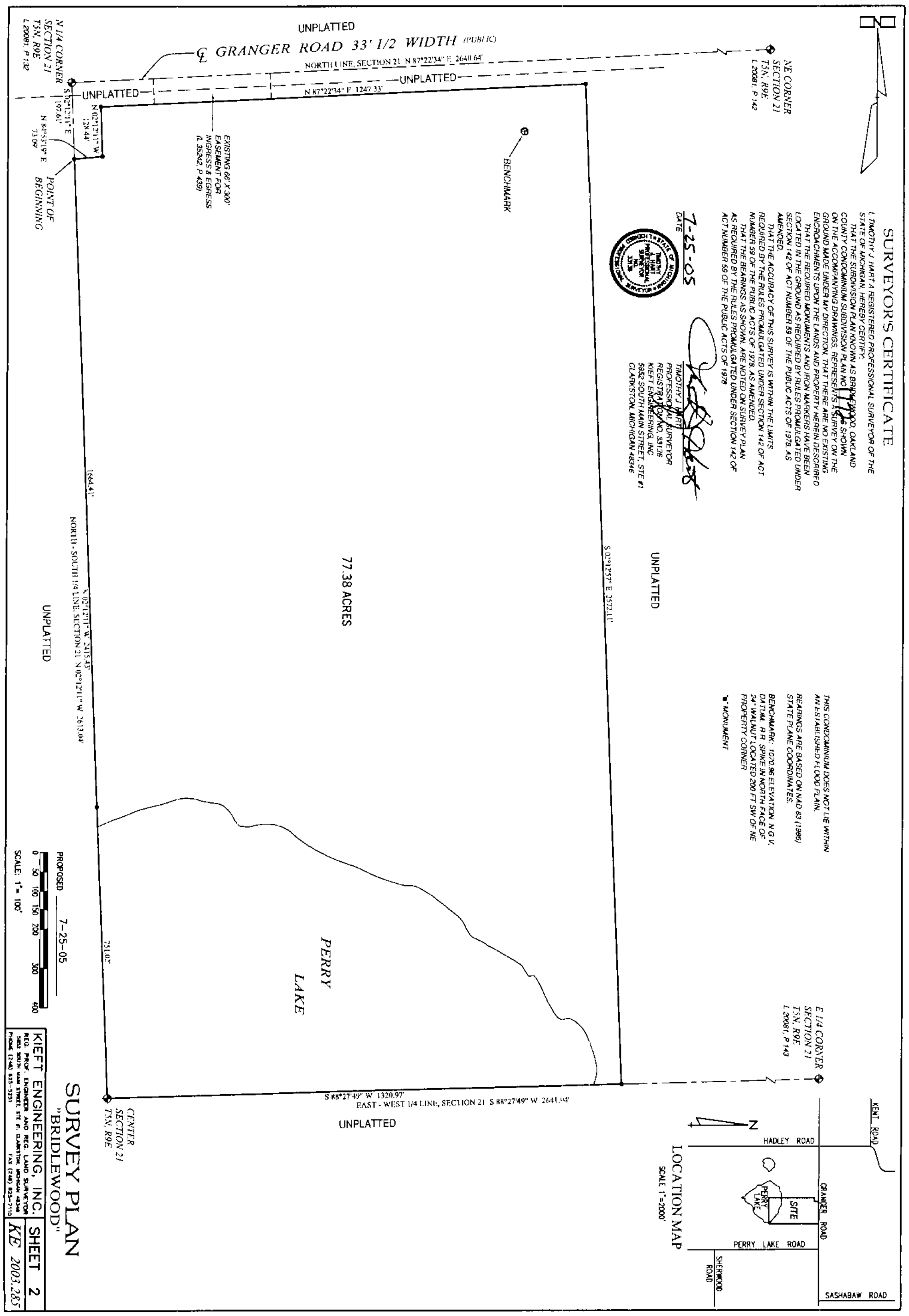
DEVELOPER

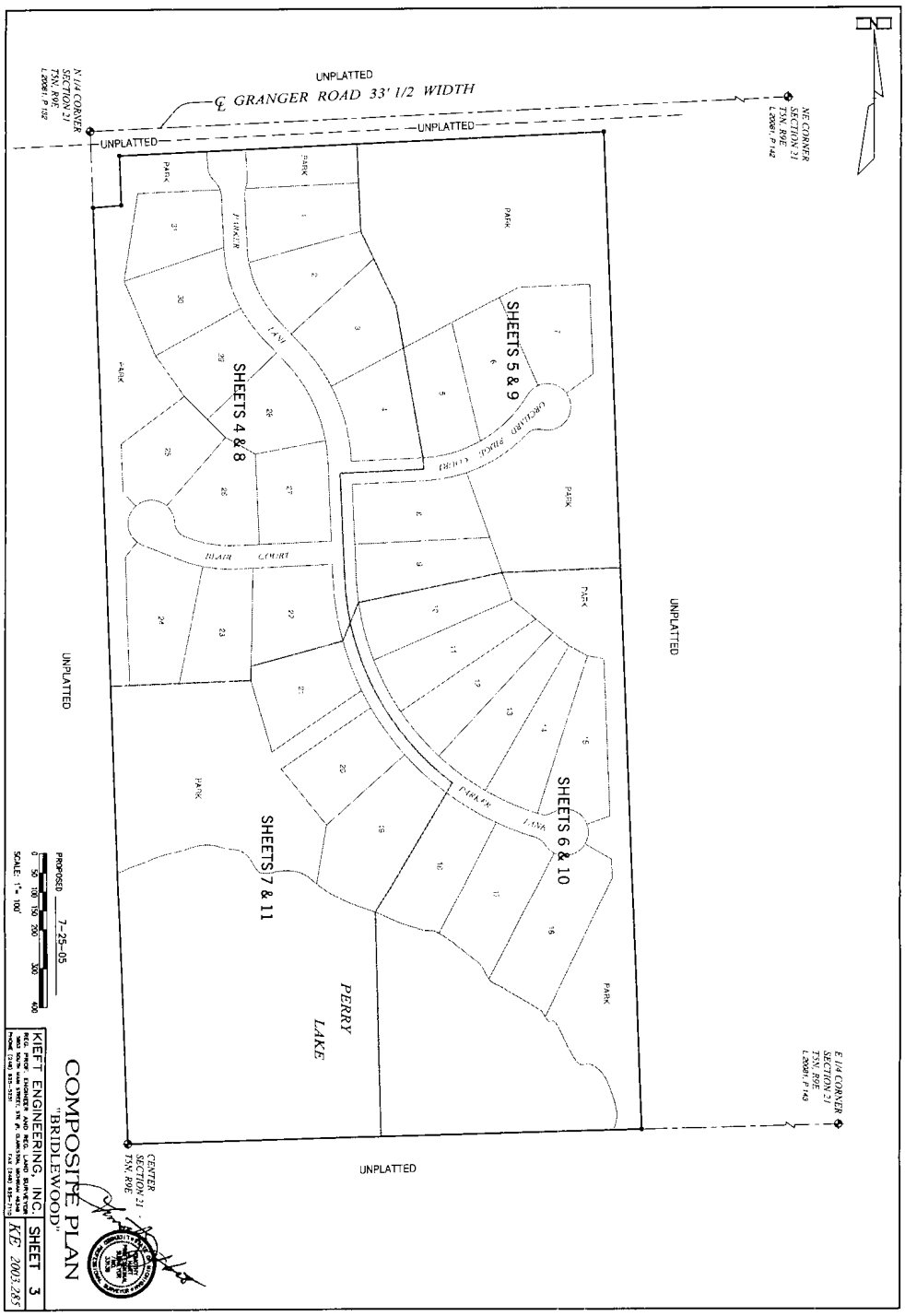
SUMMIT PROPERTIES & DEVELOPMENT COMPANY, INC
6445 CITATION DRIVE
CLARKSTON, MICHIGAN 48346
PH: 248-625-4711

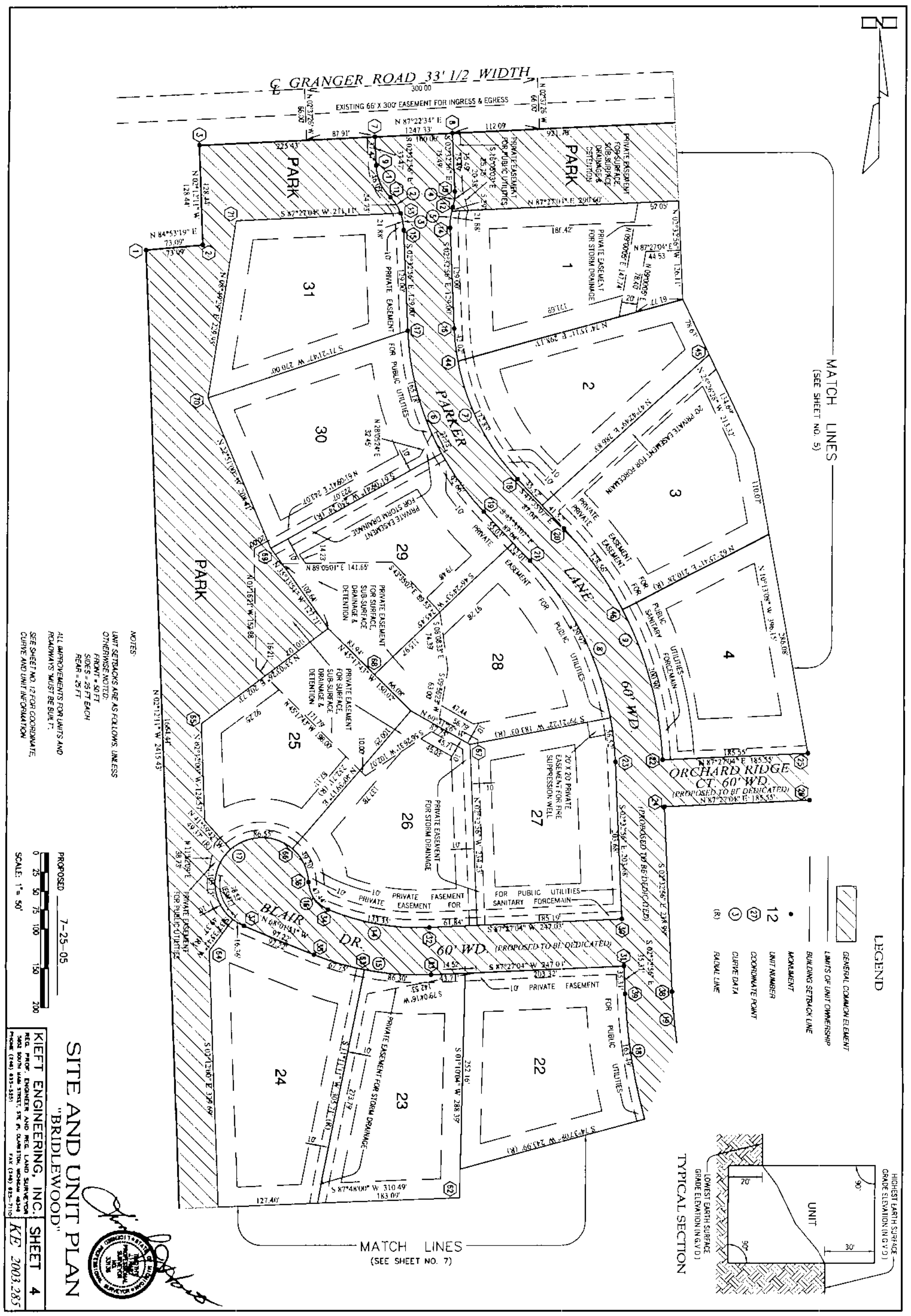
SHEET INDEX

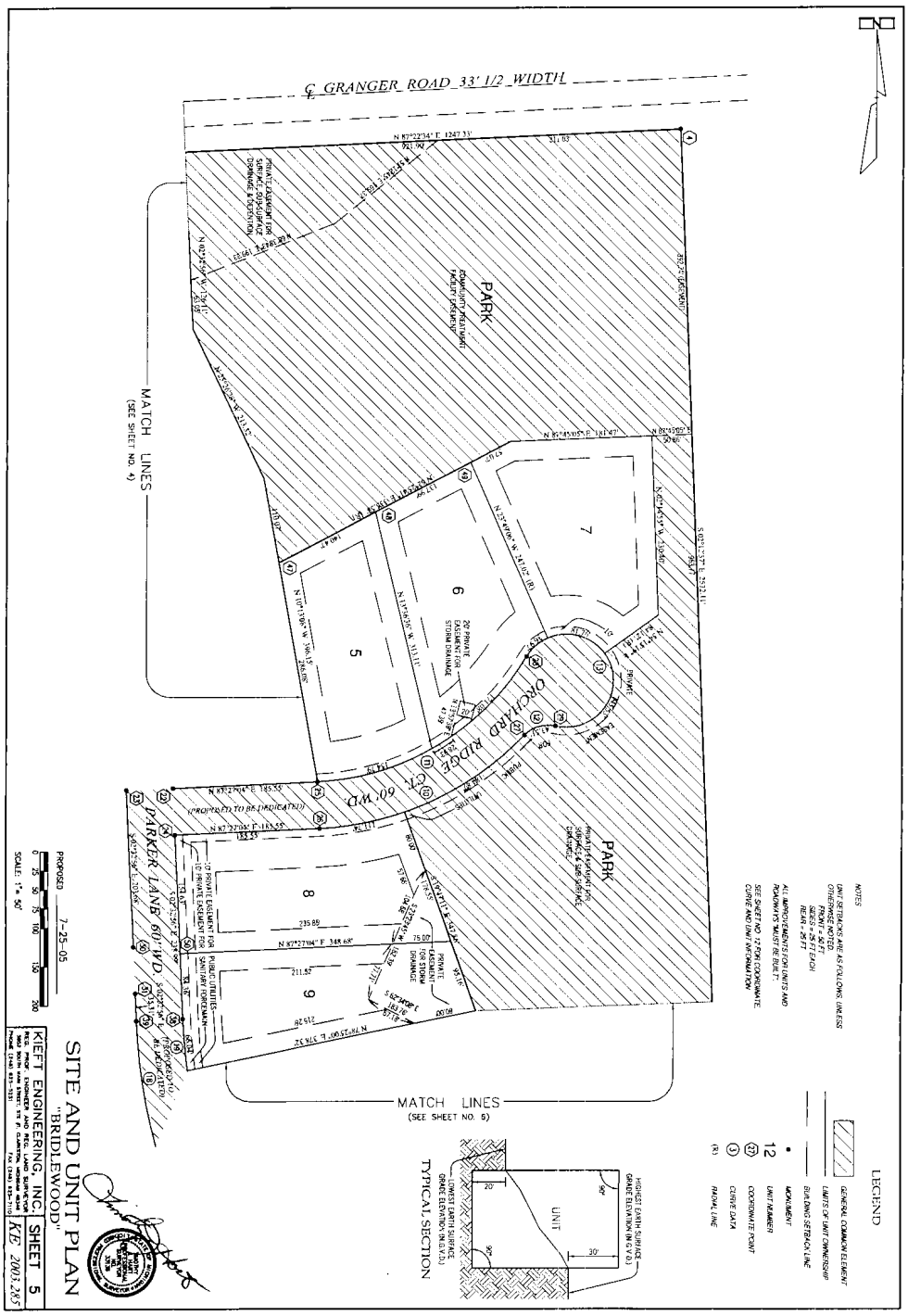
PROPOSED 7-25-05

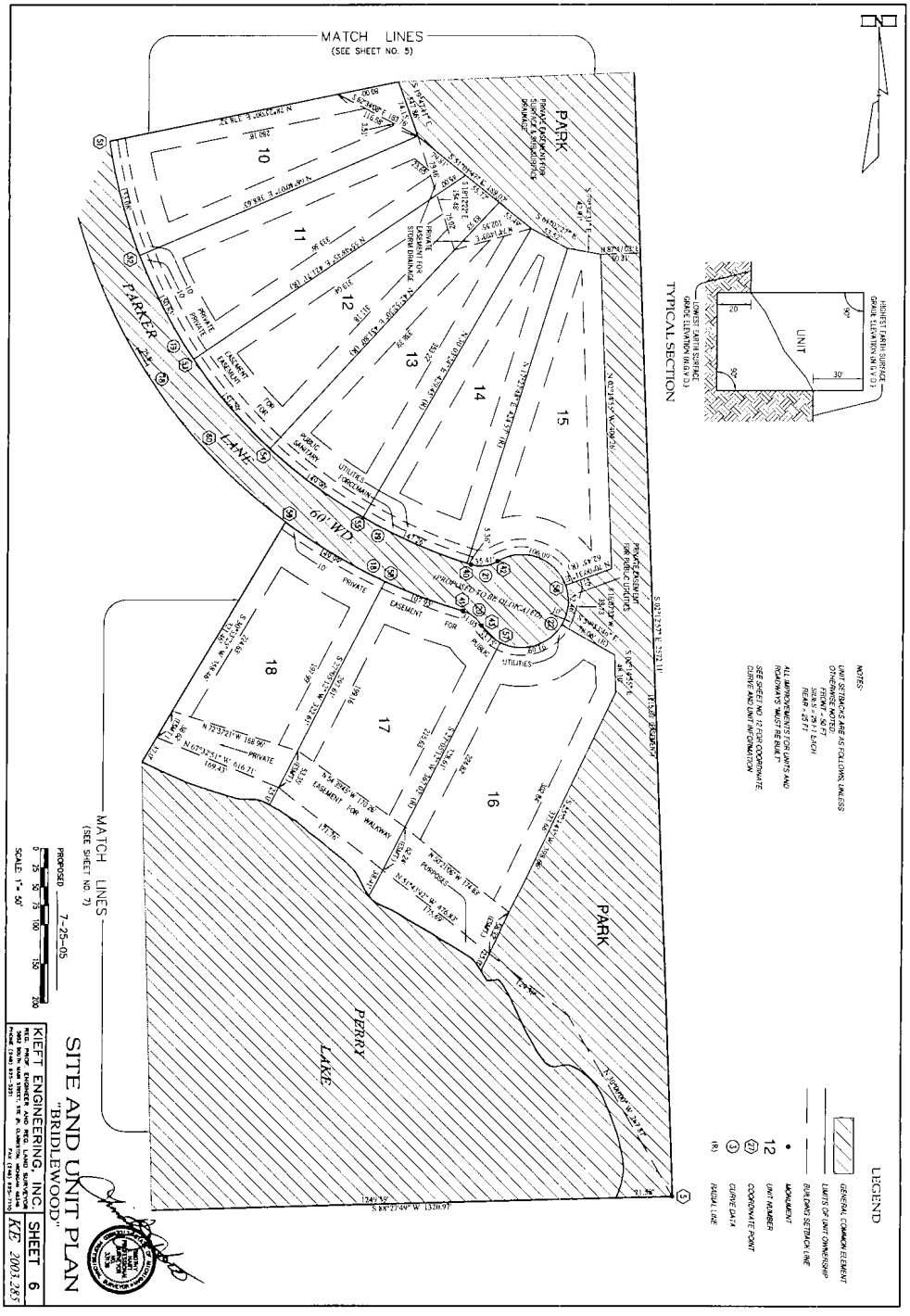
SHEET NO. 1

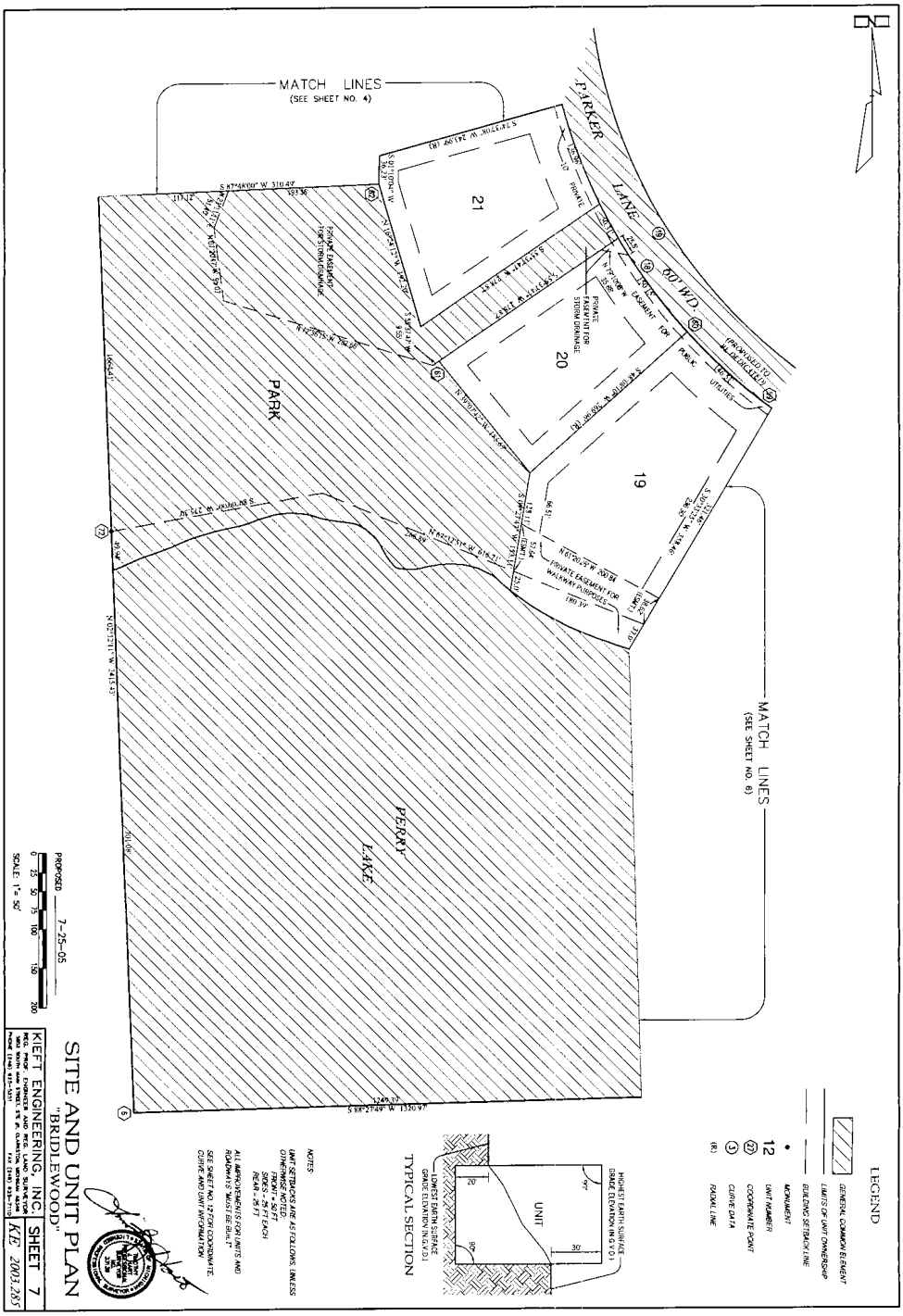

SURVEYOR'S CERTIFICATE
UNPLATTED
℄ GRANGER ROAD 33' 1/2 WIDTH (PUBLIC)
NORTH LINE, SECTION 21 N 87°22'34" E 2648.64'
N 87°22'34" E 1247.33'
NE CORNER SECTION 21 T5N, R9E L 20081, P 142
N 1/4 CORNER SECTION 21 T5N, R9E L 20081, P 132
POINT OF BEGINNING
EXISTING 66' X 300' EASEMENT FOR INGRESS & EGRESS (L 35242, P 439)
BENCHMARK
77.38 ACRES
PERRY LAKE
E 1/4 CORNER SECTION 21 T5N, R9E L 20081, P 143
CENTER SECTION 21 T5N, R9E
S 88°27'49" W 1320.97'
EAST - WEST 1/4 LINE, SECTION 21 S 88°27'49" W 2641.94'
NORTH - SOUTH 1/4 LINE, SECTION 21 N 02°12'11" W 2613.04'
THIS CONDOMINIUM DOES NOT LIE WITHIN AN ESTABLISHED FLOOD PLAIN.
BEARINGS ARE BASED ON NAD 83 (1986) STATE PLANE COORDINATES.
● MONUMENT
7-25-05
LOCATION MAP
SCALE 1"=2000'
HADLEY ROAD
GRANGER ROAD
PERRY LAKE ROAD
SASHABAW ROAD
KENT ROAD
SHERWOOD ROAD
SITE
SCALE: 1" = 100'
SURVEY PLAN
"BRIDLEWOOD"
KIEFT ENGINEERING, INC.
SHEET 2
KE 2003.285


UNPLATTED
℄ GRANGER ROAD 33' 1/2 WIDTH
UNPLATTED
UNPLATTED
N 1/4 CORNER SECTION 21 T5N, R9E L 2008 P 142
NE CORNER SECTION 21 T5N, R9E L 2008 P 142
E 1/4 CORNER SECTION 21 T5N, R9E L 2008 P 143
CENTER SECTION 21 T5N, R9E
PARK
PARKER LANE
CHERRY BLOSSOM LANE
BLAIR COURT
SHEETS 4 & 8
SHEETS 5 & 9
SHEETS 6 & 10
SHEETS 7 & 11
UNPLATTED
UNPLATTED
UNPLATTED
PERRY LAKE
PROPOSED 7-25-05
0 50 100 150 200 300 400
SCALE: 1" = 100'
COMPOSITE PLAN
"BRIDLEWOOD"
KIEFT ENGINEERING, INC.
SHEET 3
KE 2003.285


GRANGER ROAD 33' 1/2 WIDTH
EXISTING 66' X 300' EASEMENT FOR INGRESS & EGRESS
PARK
PARKER LANE 60' WD
ORCHARD RIDGE CT. 60' WD.
BLAIR DR. 60' WD.
MATCH LINES (SEE SHEET NO. 5)
MATCH LINES (SEE SHEET NO. 7)
LEGEND
GENERAL COMMON ELEMENT
LIMITS OF UNIT OWNERSHIP
BUILDING SETBACK LINE
MONUMENT
UNIT NUMBER
COORDINATE POINT
CURVE DATA
RADIAL LINE
TYPICAL SECTION
NOTES:
UNIT SETBACKS ARE AS FOLLOWS UNLESS OTHERWISE NOTED:
FRONT = 50 FT
SIDES = 25 FT EACH
REAR = 25 FT
ALL IMPROVEMENTS FOR UNITS AND ROADWAYS "MUST BE BUILT."
SEE SHEET NO. 12 FOR COORDINATE, CURVE AND UNIT INFORMATION
PROPOSED 7-25-05
SCALE: 1" = 50'
SITE AND UNIT PLAN
"BRIDLEWOOD"
KIEFT ENGINEERING, INC.
SHEET 4
KE 2003.285

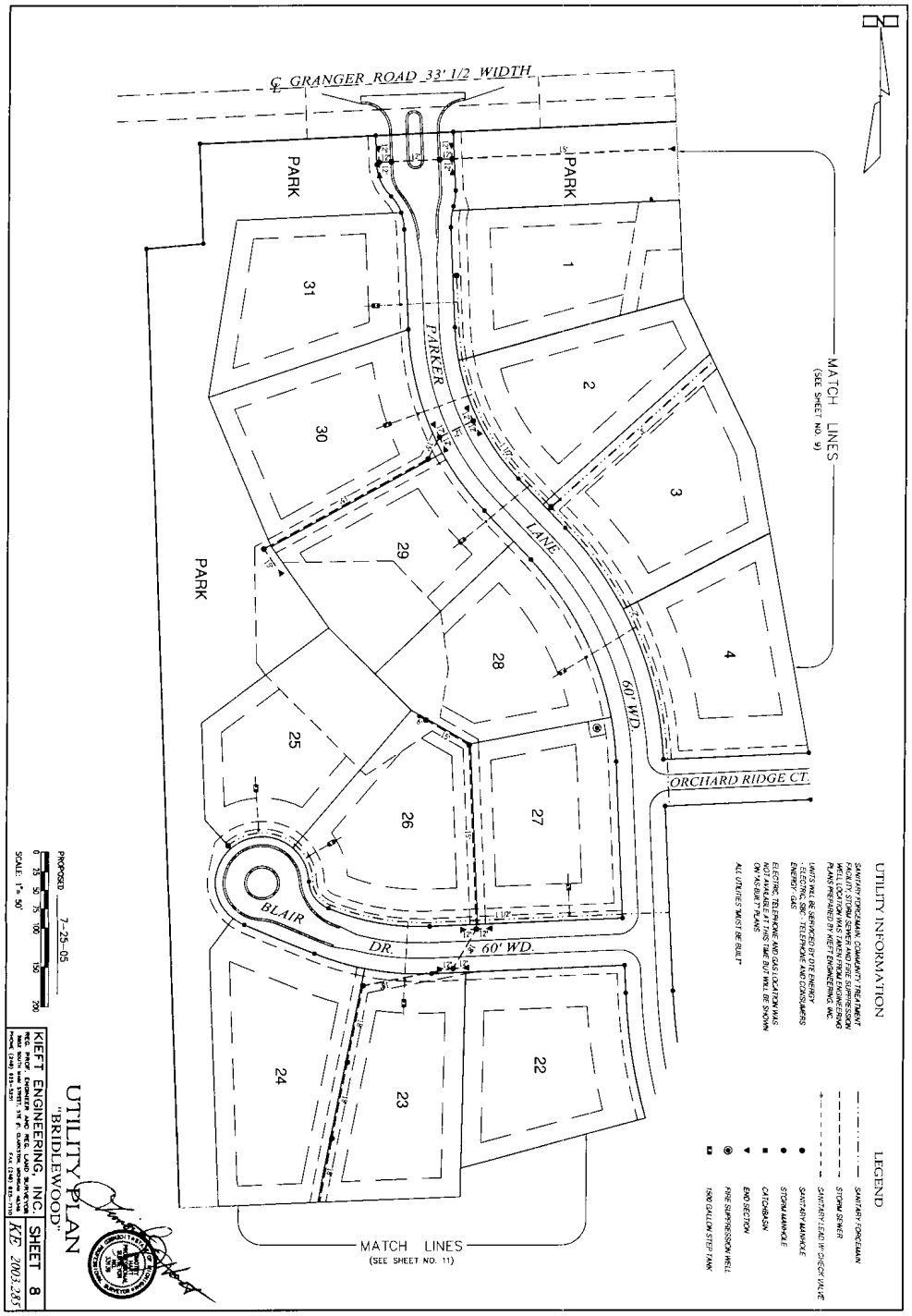

℄ GRANGER ROAD 33' 1/2 WIDTH
MATCH LINES
(SEE SHEET NO. 4)
PARK
COMMUNITY RECREATIONAL FACILITY EASEMENT
PRIVATE EASEMENT FOR SURFACE/SUB-SURFACE DRAINAGE & EGRESS/INGRESS
7
6
5
8
9
ORCHARD RIDGE CT. 60' WD.
20' PRIVATE EASEMENT FOR SURFACE/SUB-SURFACE STORM DRAINAGE
PARKER LANE 60' WD.
(PROPOSED TO BE TERMINATED)
10' PRIVATE EASEMENT FOR SANITARY EGRESS/INGRESS
PUBLIC UTILITIES
PRIVATE EASEMENT FOR STORM DRAINAGE
MATCH LINES
(SEE SHEET NO. 5)
NOTES
UNIT SETBACKS ARE AS FOLLOWS: UNLESS OTHERWISE NOTED
FRONT = 25 FT
SIDES = 25 FT EACH
REAR = 25 FT
ALL IMPROVEMENTS FOR UNITS AND ROADWAYS MUST BE BUILT-
SEE SHEET NO. 17 FOR COORDINATE CURVE AND LINE INFORMATION
LEGEND
GENERAL COMMON ELEMENT
LIMITS OF UNIT OWNERSHIP
BUILDING SETBACK LINE
MONUMENT
UNIT NUMBER
COORDINATE POINT
CURVE DATA
RADIAL LINE
TYPICAL SECTION
UNIT
20'
30'
90°
HIGHEST EARTH SURFACE GRADE ELEVATION (N.G.V.D.)
LOWEST EARTH SURFACE GRADE ELEVATION (N.G.V.D.)
PROPOSED
7-25-05
SCALE: 1" = 50'
SITE AND UNIT PLAN
"BRIDLEWOOD"
KIEFT ENGINEERING, INC.
SHEET 5
KE 2003.285


MATCH LINES
(SEE SHEET NO. 5)
PARK
PARKER
LANE
60' WD.
PERRY
LAKE
PARK
MATCH LINES
(SEE SHEET NO. 7)
TYPICAL SECTION
UNIT
LEGEND
GENERAL COMMON ELEMENT
LIMITS OF UNIT OWNERSHIP
BUILDING SETBACK LINE
MONUMENT
UNIT NUMBER
COORDINATE POINT
CURVE DATA
RADIAL LINE
NOTES:
UNIT SETBACKS ARE AS FOLLOWS, UNLESS OTHERWISE NOTED:
FRONT - 25 FT
SIDES - 25 FT EACH
REAR - 25 FT
ALL IMPROVEMENTS FOR UNITS AND ROADWAYS MUST BE BUILT
SEE SHEET NO. 12 FOR COORDINATE, CURVE AND UNIT INFORMATION
PROPOSED
7-25-05
SCALE: 1" = 50'
SITE AND UNIT PLAN
"BRIDLEWOOD"
KIEFT ENGINEERING, INC.
SHEET 6
KE 2003.285



SITE AND UNIT PLAN
"BRIDLEWOOD"

KIEFT ENGINEERING, INC. | SHEET 7
KE 2003.235



PROPOSED 7-25-05

SCALE: 1"= 50'

0 25 50 75 100 150 200

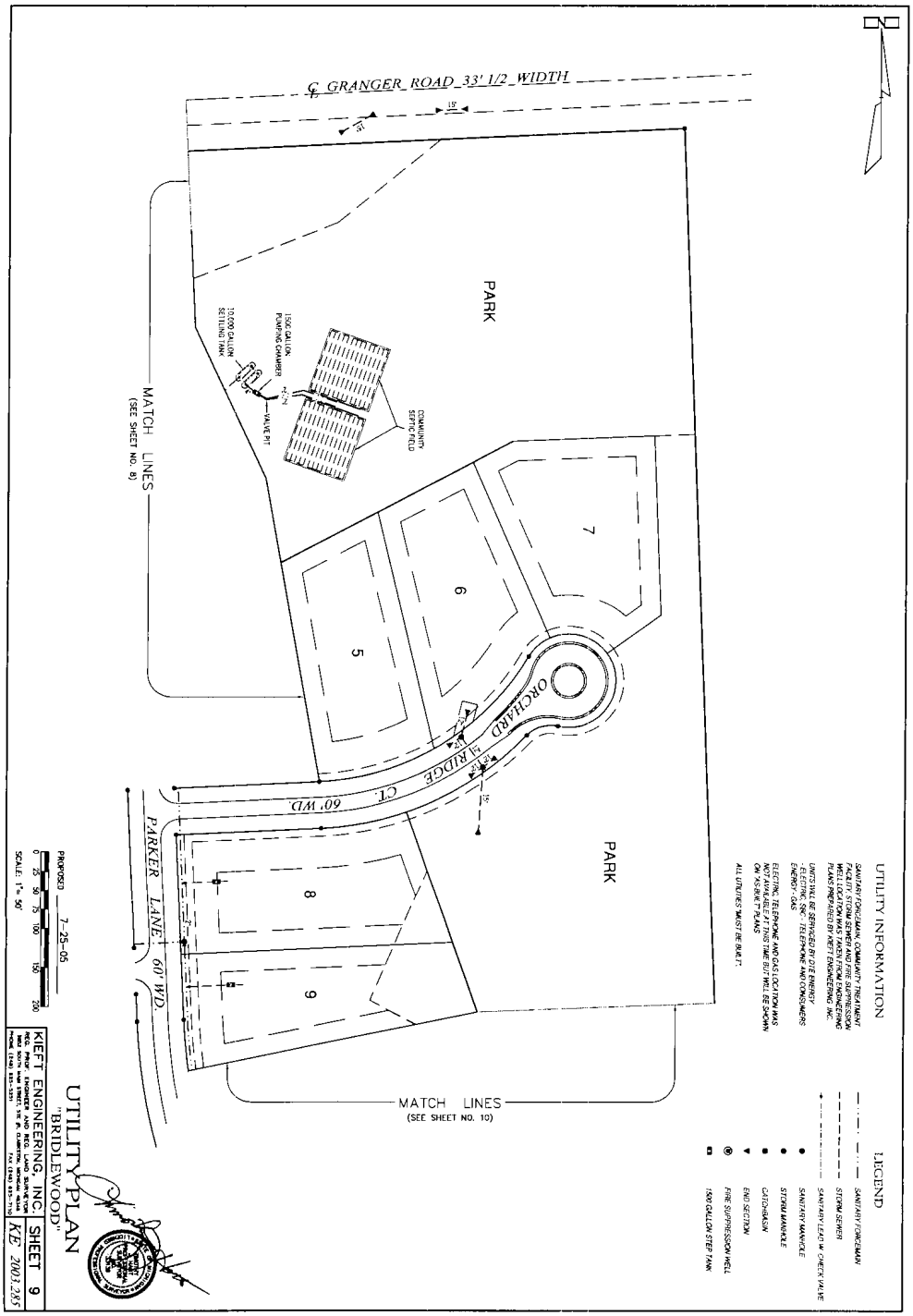
UTILITY PLAN

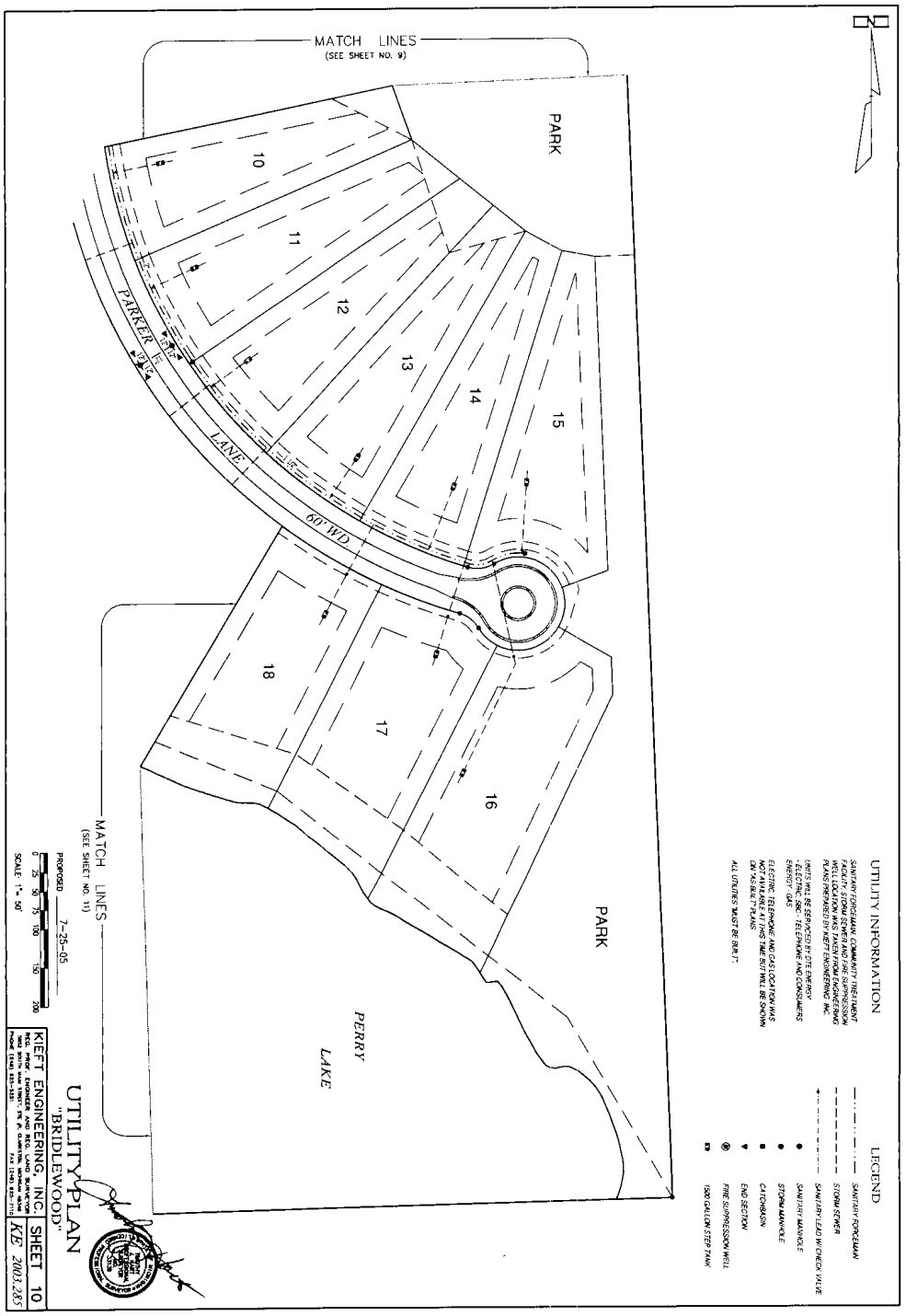
"BRIDLEWOOD"

KIEFT ENGINEERING, INC. SHEET 8

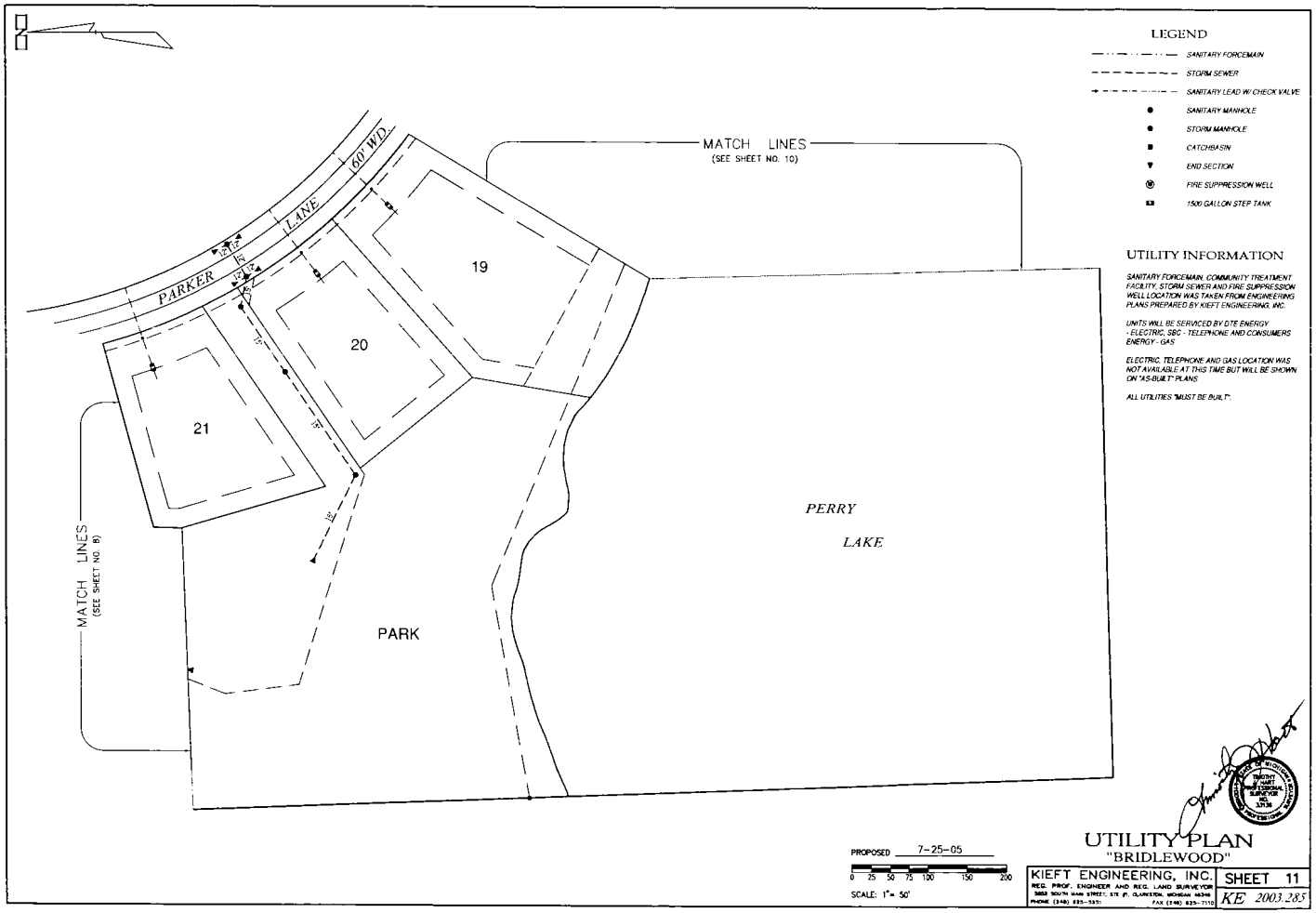
REG. PROF. ENGINEER AND REG. LAND SURVEYOR
7883 SOUTH MAIN STREET, STE. F, CLARKSTON, MICHIGAN 48346
PHONE (248) 625-7801 FAX (248) 625-7102

KE 2003.285


℄ GRANGER ROAD 33' 1/2 WIDTH
PARK
PARK
MATCH LINES
(SEE SHEET NO. 8)
MATCH LINES
(SEE SHEET NO. 10)
15000 GALLON SETTLING TANK
1500 GALLON PUMPING CHAMBER
VALVE PIT
COMMUNITY SEPTIC FIELD
ORCHARD RIDGE CT. 60' WD.
PARKER LANE 60' WD.
5
6
7
8
9
UTILITY INFORMATION
LEGEND
SANITARY FORCEMAIN
STORM SEWER
SANITARY LEAD W/ CHECK VALVE
SANITARY MANHOLE
STORM MANHOLE
CATCHBASIN
END SECTION
FIRE SUPPRESSION WELL
1500 GALLON STEP TANK
PROPOSED 7-25-05
SCALE: 1"= 50'
UTILITY PLAN
"BRIDLEWOOD"
KIEFT ENGINEERING, INC.
SHEET 9
KE 2003.285


MATCH LINES
(SEE SHEET NO. 9)
PARK
PARK
PARKER LANE
60' WD.
PERRY
LAKE
MATCH LINES
(SEE SHEET NO. 11)
10
11
12
13
14
15
16
17
18
UTILITY INFORMATION
SANITARY FORCEMAIN, COMMUNITY TREATMENT FACILITY, STORM SEWER AND FIRE SUPPRESSION WELL LOCATION WAS TAKEN FROM ENGINEERING PLANS PREPARED BY KIEFT ENGINEERING, INC.
UNITS WILL BE SERVICED BY DTE ENERGY ELECTRIC - TELEPHONE AND CONSUMERS ENERGY - GAS
ELECTRIC, TELEPHONE AND GAS LOCATIONS MAY HAVE BEEN ALTERED. THIS TABLE WILL BE SHOWN ON "AS-BUILT" PLANS
ALL UTILITIES MUST BE BURIED
LEGEND
SANITARY FORCEMAIN
STORM SEWER
SANITARY LEAD W/ CHECK VALVE
SANITARY MANHOLE
STORM MANHOLE
CATCHBASIN
END SECTION
FIRE SUPPRESSION WELL
1500 GALLON STEP TANK
PROPOSED
7-25-05
0 25 50 75 100 150 200
SCALE: 1" = 50'
UTILITY PLAN
"BRIDLEWOOD"
KIEFT ENGINEERING, INC.
SHEET 10
KE 2003.285

LIBER36119 PG886



LIBER 36119 PG 887

CURVE DATA					
NO.	ARC	RADIUS	DELTA	L.C. BEARING	L. CHORD
1	46.09'	60.00'	44°00'32"	S 24°33'12" E	44.96'
2	24.73'	50.00'	28°20'12"	S 32°23'33" E	24.48'
3	21.88'	80.00'	15°40'21"	S 10°23'06" E	21.81'
4	20.38'	60.00'	19°27'47"	N 07°10'58" E	20.28'
5	27.17'	80.00'	19°27'47"	N 07°10'58" E	27.04'
6	257.84'	360.00'	41°02'11"	S 23°04'01" E	252.36'
7	214.87'	300.00'	41°02'11"	S 23°04'01" E	210.30'
8	286.49'	400.00'	41°02'11"	S 23°04'01" E	280.40'
9	329.46'	460.00'	41°02'11"	S 23°04'01" E	322.46'
10	296.61'	390.00'	43°34'35"	N 65°39'43" E	289.52'
11	325.87'	330.00'	56°34'45"	N 59°09'42" E	312.79'
12	43.51'	42.00'	59°20'57"	N 73°32'58" E	41.59'
13	264.26'	60.00'	252°21'07"	S 22°57'07" E	96.86'
14	133.35'	300.00'	25°28'06"	N 79°48'52" W	132.26'
15	154.05'	360.00'	24°31'05"	N 80°17'23" W	152.88'
16	47.44'	42.00'	64°42'39"	N 34°43'58" W	44.95'
17	257.26'	60.00'	245°39'44"	N 54°47'59" E	100.83'
18	905.36'	730.00'	71°03'35"	S 38°04'43" E	848.45'
19	823.78'	670.00'	70°26'48"	S 37°46'19" E	772.86'
20	31.05'	42.00'	42°21'06"	S 52°25'57" E	30.34'
21	35.41'	42.00'	48°18'24"	N 82°51'04" E	34.37'
22	282.79'	60.00'	270°02'43"	S 13°43'14" W	84.82'

COORDINATE		
NO.	NORTH	EAST
1	4802.53	5007.60
2	4809.05	5080.40
3	4917.39	5075.46
4	4994.49	6321.49
5	2424.31	6420.94
6	2388.89	5100.44
7	4947.71	5300.66
8	4952.29	5400.56
9	4910.27	5302.33
10	4876.88	5403.91
11	4869.38	5321.01
12	4856.75	5401.38
13	4848.71	5334.12
14	4829.92	5397.99
15	4827.25	5338.05
16	4701.05	5403.73
17	4698.38	5343.79
18	4507.56	5486.13
19	4466.19	5442.67
20	4444.51	5546.14
21	4403.15	5502.68
22	4147.83	5672.48
23	4145.16	5612.54
24	4087.89	5675.15
25	4156.08	5853.85
26	4096.14	5960.52
27	4215.45	6124.31
28	4316.43	6126.42
29	4227.23	6164.19
30	3941.69	5621.60
31	3881.75	5624.27
32	3930.70	5374.81
33	2670.76	5372.48
34	3954.09	5244.63
35	3896.55	5226.79
36	3991.05	5219.05

COORDINATE		
NO.	NORTH	EAST
37	3932.92	5136.63
38	3849.14	5685.78
39	3846.47	5625.84
40	3238.22	6159.17
41	3178.60	6149.13
42	3242.59	6193.28
43	3160.10	6173.16
44	4639.35	5408.53
45	4667.58	5729.71
46	4340.29	5620.69
47	4437.63	5807.10
48	4502.65	5931.61
49	4566.51	6053.93
50	3933.41	5682.03
51	3783.41	5691.96
52	3635.69	5730.83
53	3502.46	5800.89
54	3387.93	5899.25
55	3299.02	6019.54
56	3211.75	6280.83
57	3137.81	6197.13
58	3216.60	6048.17
59	3293.15	5919.49
60	3391.76	5811.46
61	3355.63	5493.24
62	3584.37	5415.27
63	3877.24	5291.63
64	3901.90	5092.36
65	4194.31	5081.12
66	4034.08	5198.17
67	4167.45	5426.17
68	4257.11	5302.81
69	4426.05	5168.05
70	4612.10	5087.95
71	4839.32	5123.22
72	5139.36	5071.57

UNIT NO.	UNIT AREA IN SQ. FT
1	46,801
2	44,173
3	50,595
4	45,307
5	44,096
6	45,853
7	48,256
8	50,827
9	44,191
10	43,675
11	45,696
12	44,061
13	43,859
14	42,897
15	46,610
16	65,367
17	57,791
18	54,737
19	72,899
20	45,538
21	46,971
22	48,741
23	45,537
24	55,261
25	45,084
26	46,342
27	45,742
28	45,056
29	44,336
30	46,977
31	43,645

PROPOSED 7-25-05

COORDINATE, CURVE & UNIT INFORMATION

"BRIDLEWOOD"

KIEFT ENGINEERING, INC.
REG. PROF. ENGINEER AND REG. LAND SURVEYOR
5852 SOUTH MAIN STREET, STE. F, CLARKSTON, MICHIGAN 48346
PHONE (248) 625-3281 FAX (248) 625-7110

SHEET 12

KE 2003.285