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No representation is made as to the status of any taxes,
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ANDREW E. MEISNER, County Treasurer
Sec. 135, Act 206, 1893 as amended

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\$26.00 MISC RECORDING
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12/16/2016 08:40:29 A.M. RECEIPT# 151923
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**MASTER DEED OF EAGLE RIDGE AT MORGAN LAKE
(Pursuant to the Condominium Act, MCL 559.101 et seq.)**

1. Master Deed establishing **EAGLE RIDGE AT MORGAN LAKE** Condominium;
2. Exhibit A to Master Deed: Condominium Bylaws;
3. Exhibit B to Master Deed: Condominium Subdivision Plan;
4. Exhibit C to Master Deed: Affidavit of Mailing for Notices required by MCL 559.171; and
5. Exhibit D to Master Deed: Legal Description.

This document is exempt from transfer tax under MCL 207.505(a) and MCL 207.526(t).

This document drafted by and after recording return
to: Dawn T. Yeaton

Couzens Lansky Fealk Ellis Roeder & Lazar PC
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Farmington Hills, MI 48331
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2016 DEC 16 AM 8:35
REGISTER OF DEEDS
OAKLAND COUNTY

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Exhibit C—Affidavit of Mailing for Notices Required by MCL 559.171

Exhibit D—Legal Description

MASTER DEED of EAGLE RIDGE AT MORGAN LAKE CONDOMINIUM

This Master Deed is signed and delivered on Dec 2, 2016, by Eagle Ridge, L.L.C., a Michigan limited liability company, of 24724 Farmbrook Rd, Southfield, Michigan 48037-2067 (Developer), on the terms and conditions set forth below.

Section 1. ESTABLISHMENT OF CONDOMINIUM

1.1 Project. Developer is engaged in the development of a condominium project to be known as EAGLE RIDGE AT MORGAN LAKE Oakland Condominium Subdivision Plan No. 2169 (the Project), in Township of Independence, Oakland, Michigan, on a parcel of land as described in section 2.

1.2 Establishment of Condominium. Developer desires, by recording this Master Deed together with the Condominium Bylaws attached as Exhibit A and the Condominium Subdivision Plan attached as Exhibit B to establish the real property described in section 2 (the Property), together with the improvements located and to be located on the Property, as a condominium project (the Condominium) under the provisions of the Michigan Condominium Act (the Act). Developer declares that on the recording of this Master Deed, the Condominium shall be a Project under the Act and shall be held, conveyed, encumbered, leased, rented, occupied, improved, or in any other manner used subject to the provisions of the Act and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations in this Master Deed, all of which shall be deemed to run with the land and to be a burden on and a benefit to Developer; its successors and assigns; any persons who may acquire or own an interest in the Condominium; and their grantees, successors, heirs, personal representatives, administrators, and assigns.

1.3 Project Description. The Project is a residential site condominium. The Condominium units that may be developed in the Project, including the number, boundaries, dimensions, and area of each unit (Unit), are shown on the

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Condominium Subdivision Plan. Each of the Units is capable of individual use by reason of having its own entrance from and exit to a common element of the Project (a public road).

1.4 Owner Rights. Each owner of a Unit (Owner) in the Project shall have an exclusive property right to Owner's Unit and to the limited common elements that are appurtenant to Owner's Unit and shall have an undivided right to share with other Owners in the ownership and use of the general common elements of the Project as described in this Master Deed.

Section 2. LEGAL DESCRIPTION OF THE PROPERTY

2.1 Condominium Property. The land that is being submitted to Condominium ownership in accordance with the provisions of the Act is described on the first page of the attached Exhibit B Subdivision Plan and also on Exhibit D, attached hereto.

2.2 Beneficial Easements. Easements are created and conveyed in this Master Deed to and for the benefit of the Project and the Units located in the Project, and the Project and the Units located in the Project are benefited and burdened by the ingress, egress, utility, and other easements described or shown on Exhibit B.

Section 3. DEFINITIONS

3.1 Definitions. Certain terms used in this Master Deed are defined terms and have the meaning given them in the text where they are defined, and the same meaning shall be ascribed to the term in various other instruments with regard to the Project such as, by way of example and not limitation, the Articles of Incorporation, Association Bylaws, and Rules and Regulations of the **EAGLE RIDGE AT MORGAN LAKE** Condominium Association, a Michigan nonprofit corporation, and various deeds, mortgages, land contracts, easements, and other instruments affecting the establishment or transfer of interests in the Project. As used in documents regarding the Project, unless the context otherwise requires:

- a. Act or Condominium Act means the Michigan Condominium Act, MCL 559.101 et seq.
- b. Association or Association of Owners means [name of condominium] Condominium Association, the Michigan nonprofit corporation of which all Owners shall be members, which shall administer, operate, manage, and maintain the Project.
- c. Association Bylaws means the corporate bylaws of the Association organized to manage, maintain, and administer the Project.

d. *Common Elements* means the portions of the Project other than the Condominium Units, including all general and limited common elements described in section 4 of this Master Deed.

e. *Condominium Bylaws* means Exhibit A to this Master Deed, which are the bylaws that describe the substantive rights and obligations of the Owners.

f. *Condominium Documents* means this Master Deed with its forms, the Articles of Incorporation and Bylaws of the Association, the Rules and Regulations adopted by the board of directors of the Association, and any other document that affects the rights and obligations of an Owner in the Condominium.

g. *Condominium Property* or *Property* means the land referenced in section 2, as that may be amended, together with all structures, improvements, easements, rights, and appurtenances on or belonging to the Condominium Property.

h. *Condominium Subdivision Plan* or *Subdivision Plan* means Exhibit B to this Master Deed, which is the survey and other drawings depicting the real property and improvements to be included in the Project.

i. *Condominium Unit* or *Unit* means the portion of the Project that is designed and intended for separate ownership and use, as described in this Master Deed.

j. *Owner* means the person, firm, corporation, partnership, association, trust, other legal entity, or combination of entities that owns a Condominium Unit in the Project, including both the vendees and vendors of any land contract of purchase.

k. *Developer* means Eagle Ridge, L.L.C., a Michigan limited liability company, which has signed, delivered, and recorded this Master Deed, and its successors and assigns.

l. *Development and Sales Period* means the period continuing for as long as Developer or its successors continue to own and offer for sale any Unit in the Project, excepting any Unit that was previously conveyed by Developer and then repurchased by Developer.

m. *General Common Elements* means the Common Elements described in section 4.1, which are for the use and enjoyment of all Owners in the Project.

n. *Limited Common Elements* means the Common Elements described in section 4.2, which are reserved for the exclusive use of the Owners of a specified Unit or Units.

o. *Master Deed* means this document, together with the forms attached to it and all amendments that may be adopted in the future, by which the Project is being submitted to condominium ownership.

p. *Percentage of Value* means the percentage assigned to each Unit by this Master Deed, which is determinative of the value of an Owner's vote at meetings of the Association and the proportionate share of each Owner in the Common Elements of the Project.

q. *Project or Condominium* means EAGLE RIDGE AT MORGAN LAKE Condominium, a residential site condominium development of up to 230 Units established under the provisions of the Act.

r. *Transitional Control Date* means the date on which a board of directors for the Association takes office pursuant to an election in which the votes that may be cast by eligible Owners unaffiliated with Developer exceed the votes that Developer may cast.

3.2 Applicability. Whenever any reference is made to one gender, it will be assumed to include both genders where the reference is appropriate; similarly, whenever a reference is made to the singular, it will be assumed to include the plural where the reference is appropriate.

Section 4. COMMON ELEMENTS

4.1 General Common Elements. The General Common Elements are

a. **Real Estate.** the Property referenced in section 2 of this Master Deed (except for that portion of the Property described in section 5.1 constituting a part of a Unit and any portion of the Property designated in Exhibit B as a Limited Common Element), including easement interests appurtenant to the Condominium, including but not limited to easements for ingress, egress, and utility installation over, across, and through non-Condominium property or individual Units in the Project;

b. **Improvements.** the private roadways; the common sidewalks (if any); and the lawns, trees, shrubs, and other improvements not located within the boundaries of a Unit (all structures and improvements located within the boundaries of a Unit shall be owned in their entirety by the Owner of the Unit within which they are located and shall not, unless expressly provided in the Condominium Documents, constitute Common Elements);

c. **Electrical.** the electrical transmission system throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit's boundaries;

d. **Gas.** the natural gas line network and distribution system throughout the Project, up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

e. **Water.** the underground sprinkling system for the Common Elements and, if any, the water distribution system throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

f. **Sanitary Sewer.** the sanitary sewer system throughout the Project, up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

g. **Storm Drainage.** the storm drainage and water retention system throughout the Project;

h. **Telephone.** the telephone wiring system throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

i. **Telecommunications.** the cable television and other telecommunications systems installed throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

j. **Project Entrance Improvements.** any entry signage and other improvements located at or near the entrance to the Project; and

k. **Miscellaneous Common Elements.** all other Common Elements of the Project not designated as Limited Common Elements and not enclosed within the boundaries of a Condominium Unit, which are intended for common use or are necessary to the existence, upkeep, or safety of the Project.

Some or all of the utility lines, equipment, and systems (including mains and service leads) and the telecommunications systems described above may be

owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility or telecommunication lines, equipment, and systems shall be General Common Elements only to the extent of the Owners' interest in them, and Developer makes no warranty with respect to the nature or extent of that interest.

4.2 Limited Common Elements. The Limited Common Elements are

- a. **Utility Service Lines.** the pipes, ducts, wiring and conduits supplying service to or from a Unit for electricity, gas, water, sewage, telephone, television and other utility or telecommunication services, up to and including the point of lateral connection with a General Common Element of the Project or utility line or system owned by the local public authority or company providing the service;
- b. **Subterranean Land.** the subterranean land located within Unit boundaries, from and below a depth of 20 feet as shown on Exhibit B, including all utility and supporting lines located on or beneath that land;
- c. **Subsurface Improvements.** the portion of any footing or foundation extending more than 20 feet below surrounding grade level;
- d. **Water Wells.** the water well (including well shafts, pumps, and distribution lines) located within or beneath Unit boundaries and serving only the residence constructed on that Unit;
- e. **Septic Systems.** the septic tank and drain field (including distribution lines) located within or beneath Unit boundaries and serving only the residence constructed on that Unit;
- f. **Yard Areas.** the portion of any yard area designated as a Limited Common Element on the Condominium Subdivision Plan, which is limited in use to the Unit of which it is a part;
- g. **Delivery Boxes.** the mail and paper box that is located on a Unit or is permitted by the Association to be located on the General Common Elements to serve a Condominium Unit;
- h. **Gas Supply System.** the LP gas tank, if any, and the gas line network and distribution system located within or beneath Unit boundaries and serving only the residence constructed on that Unit;
- i. **Yard Lights.** the yard lights and bulbs installed on each yard area to illuminate the house number and driveway on that Unit, if any;

j. **Driveways and Walkways.** the portion of any driveway and walkway, if any, exclusively serving the residence constructed within a Unit, located between the Unit and the paved roadway; and

k. **Miscellaneous.** any other improvement designated as a Limited Common Element appurtenant to a particular Unit or Units in the Subdivision Plan or in any future amendment to the Master Deed made by Developer or the Association.

If no specific assignment of one or more of the Limited Common Elements described in this section has been made in the Subdivision Plan, Developer (during the Development and Sales Period) and the Association (after the Development and Sales Period has expired) reserve the right to designate each such space or improvement as a Limited Common Element appurtenant to a particular Unit or Units by subsequent amendment to this Master Deed.

4.3 Maintenance Responsibilities. Responsibility for the cleaning, decoration, maintenance, repair, and replacement of the Common Elements will be as follows:

a. **Limited Common Elements.** Each Owner shall be individually responsible for the routine cleaning, snow removal, maintenance, repair, and replacement of all Limited Common Elements appurtenant to the Owner's Unit.

b. **Unit Improvements and Other Owner Responsibilities.** Unless otherwise stated in this Master Deed, Unit Owners shall be responsible for the maintenance, repair, and replacement of all structures and improvements and the maintenance and mowing of all yard areas situated within the boundaries of a Unit. Unit Owners shall also be responsible for snow removal of that portion of the General Common Element sidewalk (if any) crossing the Unit. If an Owner elects, with the prior written consent of the Association, to construct or install any improvements within a Unit or on the Common Elements that increase the costs of maintenance, repair, or replacement for which the Association is responsible, those increased costs or expenses may, at the option of the Association, be specially assessed against the Unit.

c. **Association Oversight.** The exterior appearance of all structures, improvements, and yard areas (to the extent visible from any other Unit or from a Common Element) shall be subject at all times to the approval of the Association and to any reasonable aesthetic and maintenance standards prescribed by the Association in duly adopted rules and regulations. The Association may not disapprove the appearance of an improvement so long as it is maintained as constructed by Developer or constructed with Developer's approval.

d. **Other Common Elements.** The cost of cleaning, decoration, maintenance, repair, replacement, and snow removal of all Common Elements other than that described above shall be the responsibility of the Association, except for the repair or replacement of a Common Element due to an act or the neglect of an Owner or an Owner's agent, invitee, family member, or pet.

e. **Maintenance by the Association.** If an Owner fails, as required by this Master Deed, the By-laws, or any rules or regulations promulgated by the Association, to properly and adequately decorate, repair, replace, or otherwise maintain the Owner's Unit, any structure or improvement located within the Unit, or any appurtenant Limited Common Element, the Association (or Developer during the Development and Sales Period) shall have the right, but not the obligation, to undertake periodic exterior maintenance functions with respect to improvements constructed or installed within any Unit boundary as it deems appropriate (including, without limitation, painting or other decoration, lawn mowing, snow removal, tree trimming, and replacement of shrubbery and other plantings). The Association (or Developer) will in no event be obligated to repair or maintain any such Common Element or improvement. Failure of the Association (or Developer) to take any such action shall not be deemed a waiver of the Association's (or Developer's) right to take any such action at a future date.

f. **Assessment of Costs.** All costs incurred by the Association or Developer in performing any maintenance functions that are the primary responsibility of an Owner shall be charged to the affected Owner or Owners on a reasonably uniform basis and collected in accordance with the assessment procedures established by the Condominium Bylaws. A lien for nonpayment shall attach to Owner's Unit for any such charges, as with regular assessments, and may be enforced by the use of all means available to the Association under the Condominium Documents or by law for the collection of assessments, including, without limitation, legal action, foreclosure of the lien securing payment, and the imposition of fines.

4.4 Assignment of Limited Common Elements. A Limited Common Element may be assigned or reassigned by written application to the board of directors of the Association by all Owners whose interest will be affected by the assignment. On receipt and approval of an application, the board shall promptly prepare and execute an amendment to this Master Deed assigning or reassigning all rights and obligations with respect to the Limited Common Elements involved and shall deliver the amendment to the Owners of the Units affected on payment by them of all reasonable costs for the preparation and recording of the amendment.

4.5 Power of Attorney. By acceptance of a deed, mortgage, land contract, or other document of conveyance or encumbrance, all Owners, mortgagees, and other interested parties are deemed to have appointed Developer (during the Development and Sales Period) or the Association (after the Development and Sales Period has expired) as their agent and attorney to act in connection with all matters concerning the Common Elements and their respective interests in the Common Elements. Without limiting the generality of this appointment, Developer or the Association will have full power and authority to grant easements over, to sever or lease mineral interests in, and to convey title to the land or improvements constituting the General Common Elements or any part of them; to dedicate as public streets any parts of the General Common Elements; to amend the Condominium Documents to assign or reassign the Limited Common Elements; and in general to sign and deliver all documents and to do all things necessary or convenient to exercise such powers.

4.6 Boundary Relocation. The boundaries of two or more adjacent Units may be relocated by amendment of the Master Deed in accordance with the provisions of MCL 559.148, provided that the expense of preparing the amendment is paid in full by the Owner or Owners desiring to relocate the boundaries.

4.7 Separability. Except as provided in this Master Deed, Condominium Units shall not be separable from their appurtenant Common Elements, and neither shall be used in any manner inconsistent with the purposes of the Project or in any other way that might interfere with or impair the rights of other Owners in the use and enjoyment of their Units or their appurtenant Common Elements.

Section 5. UNITS

5.1 Description of Units. A complete description of each Unit in the Project, with elevations referenced to an official benchmark of the U.S. Geological Survey sufficient to accurately relocate the space enclosed by the description without reference to any structure, is contained in the Subdivision Plan as surveyed by the Project's consulting engineers and surveyors. Each Unit shall include all the space within the Unit boundaries and above to a depth of 20 feet below and a height of 50 feet above the surface as shown on Exhibit B, together with all appurtenances to the Unit.

5.2 Percentage of Value. The total percentage value of the Project is 100, and the Percentage of Value assigned to each of the Condominium Units in the Project shall be equal to every other Unit. The determination that Percentages of Value for all Units should be equal was made after reviewing the comparative characteristics of each Unit, including those that may affect maintenance costs, and concluding that the Units should each have an equal Percentage of Value. The Percentage of Value assigned to each Unit shall be changed only in the manner permitted by section 9, expressed in an Amendment to this Master Deed

and recorded in the register of deeds office in the county where the Project is located.

5.3 Unit Modification. The number, size, style, boundary, or location of a Unit or of any Limited Common Element appurtenant to a Unit may be modified from time to time by Developer or its successors without the consent of any Owner, mortgagee (except as provided in the Act), or other interested person, so long as the modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy, or other significant attribute of any Unit that adjoins or is proximate to the modified Unit or Limited Common Element. However, no Unit that has been sold or is subject to a binding Purchase Agreement shall be modified without the consent of the Owner or Purchaser and the mortgagee of the Unit. Developer may also, in connection with any modification, readjust Percentages of Value for all Units in a manner that gives reasonable recognition to the changes based on the method of original determination of Percentages of Value for the Project. All Owners, mortgagees of Units, and other persons interested or to become interested in the Project from time to time shall be deemed to have granted a Power of Attorney to Developer and its successors for any purpose that is similar in nature and effect to that described in section 4.5 of this Master Deed.

Section 6. EXPANDABILITY OF THE CONDOMINIUM

6.1 Future Development Area. The Project established by this Master Deed consists of condominium Units that may, at the election of Developer, be treated as the first phase of an expandable condominium under the Act to contain in its entirety a maximum of 230 Units. Additional Units, if any, will be established on all or some portion of the land designated on Exhibit B as the future development area (the Future Development Area).

6.2 Addition of Units. The number of Units in the Project may, at the option of the Developer, from time to time within a period ending not later than six years after the initial recording of the Master Deed be increased by the addition of all or any portion of the Future Development Area and the establishment of Units in that area. Developer will determine the nature, location, size, types, and dimensions of the Units and other improvements to be located within the Future Development Area in its sole discretion. No Unit will be created within any part of the Future Development Area that is added to the Condominium that is not restricted exclusively to residential use.

6.3 Expansion Not Mandatory. None of the provisions of this section will in any way obligate Developer to enlarge the Project beyond the initial phase established by this Master Deed, and Developer may, in its discretion, establish all or a portion of the Future Development Area as a separate condominium project (or projects) or as any other form of development. There are no restrictions on Developer's election to expand the Project other than those

explicitly provided in this section. There is no obligation on the part of the Developer to add to the Project all or any portion of the Future Development Area, nor is there any obligation to add portions in any particular order or to construct any particular improvements on the added property.

6.4 Amendments to the Master Deed. An increase in the size of the Project by Developer will be given effect by an appropriate amendment or amendments to the Master Deed, which will not require the consent or approval of any Owner, mortgagee, or other interested person. Amendments will be prepared by and at the sole discretion of Developer and may proportionately adjust the Percentages of Value assigned by section 5.2 to preserve a total value of 100 percent for the entire Project. The precise determination of the readjustments in Percentages of Value (if any) will be made in the sole judgment of Developer. However, the readjustments will reflect a continuing reasonable relationship among Percentages of Value based on the original method of determining Percentages of Value for the Project.

6.5 Redefinition of Common Elements. Amendments to the Master Deed made by Developer to expand the Condominium may also contain any further definitions and redefinitions of General or Limited Common Elements that Developer determines are necessary or desirable to adequately describe, serve, and provide access to the additional parcel or parcels being added to the Project. In connection with any amendments, Developer will have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the intent of this section, including, but not limited to, the connection of roadways in the Project to any roadways that may be located on or planned for the Future Development Area and to provide access to any Unit that is located on or planned for the Future Development Area from the roadways located in the Project.

6.6 Additional Provisions. Amendments to the Master Deed made by Developer to expand the Condominium may also contain any provisions Developer determines are necessary or desirable (a) to make the Project contractible or convertible for portions of the parcel or parcels being added to the Project, (b) to create easements burdening or benefiting portions of the parcel or parcels being added to the Project, and (c) to create or change restrictions or other terms and provisions affecting the additional parcel or parcels being added to the Project or affecting the balance of the Project as may be reasonably necessary in Developer's judgment to enhance the value or desirability of the Units to be located within the additional parcel or parcels being added.

Section 7. CONTRACTABILITY OF CONDOMINIUM

7.1 Limit of Unit Contraction. The Project established by this Master Deed consists of 230 Units and may, at the election of the Developer, be contracted to a minimum of 57 Units.

7.2 Withdrawal of Land. The number of Units in the Project may, at Developer's option, from time to time within a period ending not later than six years after the recording of this Master Deed be decreased by the withdrawal of all or any portion of the lands described in section 2.1. However, no Unit that has been sold or is the subject of a binding Purchase Agreement may be withdrawn without the consent of the Owner or purchaser and the mortgagee of the Unit. Developer may also, in connection with any contraction, readjust the Percentages of Value for Units in the Project in a manner that gives reasonable recognition to the number of remaining Units, based on the method of original determination of the Percentages of Value. Other than as provided in this section 7, there are no restrictions or limitations on Developer's right to withdraw lands from the Project or on the portion or portions of land that may be withdrawn, the time or order of the withdrawals, or the number of Units or Common Elements that may be withdrawn. However, the lands remaining shall not be reduced to less than that necessary to accommodate the remaining Units in the Project with reasonable access and utility service to the Units.

7.3 Contraction Not Mandatory. There is no obligation on the part of Developer to contract the Project, nor is there any obligation to withdraw portions of the Project in any particular order or to construct particular improvements on any withdrawn lands. Developer may, in its discretion, establish all or a portion of the lands withdrawn from the Project as a separate condominium project (or projects) or as any other form of development. Any development on the withdrawn lands will not be detrimental to the adjoining condominium project.

7.4 Amendments to the Master Deed. A withdrawal of lands from this Project by Developer will be given effect by appropriate amendments to the Master Deed, which will not require the consent or approval of any Owner, mortgagee, or other interested person. Amendments will be prepared by and at the sole discretion of Developer and may adjust the Percentages of Value assigned by section 5.2 to preserve a total value of 100 percent for the entire Project resulting from any amendment.

7.5 Additional Provisions. Any amendments to the Master Deed made by Developer to contract the Condominium may also contain provisions as Developer determines are necessary or desirable (i) to create easements burdening or benefiting portions or all of the parcel or parcels being withdrawn from the Project and (ii) to create or change restrictions or other terms and provisions, including designations and definition of Common Elements, affecting the parcel or parcels being withdrawn from the Project or affecting the balance of the Project, as reasonably necessary in Developer's judgment to preserve or enhance the value or desirability of the parcel or parcels being withdrawn from the Project.

Section 8. CONVERTIBLE AREAS

8.1 Limits of Conversion. The Project established by this Master Deed initially consists of Condominium Units and may, at Developer's election, be increased by the creation of a maximum of 230 Units within the Convertible Areas defined in section 8.2.

8.2 Conversion Rights. The number of Units in the Project may, at Developer's option, from time to time within a period ending not later than six years after the initial recording of the Master Deed be increased by the conversion of all or any part of the Common Elements designated as Convertible Areas on the Condominium Subdivision Plan into additional Condominium Units or Limited Common Elements appurtenant to Units. Developer may also, in connection with the conversion, readjust Percentages of Value for all Units in the Project in a manner that gives reasonable recognition to the total number of Units, based on the method of original determination of Percentages of Value.

8.3 Conversion Not Mandatory. There is no obligation on the part of the Developer to convert any part of the Convertible Area, to convert portions of the area in any particular order, or to construct particular improvements on any converted Unit. Other than as provided in this section, there are no restrictions or limitations on Developer's right to create additional Units or on the portion or portions of the Convertible Area that may be converted, the time or order of the conversions, or the number of Units or Common Elements that may be converted.

8.4 Amendments to the Master Deed. An increase in the number of Units by exercise of the Developer's conversion rights will be given effect by appropriate amendments to the Master Deed, which will not require the consent or approval of any Owner, mortgagee, or other interested person. Amendments will be prepared by and at the sole discretion of Developer and may proportionately adjust the Percentages of Value assigned by section 5.2 to preserve a total value of 100 percent for the entire Project.

8.5 Redefinition of Common Elements. Conversion amendments to the Master Deed by Developer may contain further definitions and redefinitions of General or Limited Common Elements as Developer determines are necessary or desirable to adequately describe, serve, and provide access to the additional Units being added to the Project. In connection with any amendments, Developer will have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the intent of this section.

8.6 Additional Provisions. Any amendments to the Master Deed by Developer for conversion purposes may also contain provisions Developer determines are necessary or desirable (a) to create easements burdening or

benefiting portions of the Units being added to the Project and (b) to create or change restrictions or other terms and provisions affecting the additional Units being added to the Project or affecting the balance of the Project as may be reasonably necessary in Developer's judgment to enhance the value or desirability of the Units.

Section 9. EASEMENTS

9.1 Easements for Maintenance and Repair. If any portion of a Unit or Common Element encroaches on another Unit or Common Element due to the shifting, settling, or moving of a building or due to survey errors or construction deviations, reciprocal easements shall exist for the maintenance of the encroachment for so long as the encroachment exists and for the maintenance of the encroachment after rebuilding in the event of destruction. There shall also be permanent easements in favor of the Association (or Developer during the Development and Sale Period) for the maintenance and repair of Common Elements for which the Association (or Developer) may from time to time be responsible or for which it may elect to assume responsibility, and there shall be easements to, through, and over those portions of the land (including the Units) as may be reasonable for the installation, maintenance, and repair of all utility services furnished to the Project. Public utilities shall have access to the Common Elements and to the Units at reasonable times for the installation, repair, or maintenance of those services; and any costs incurred in the opening or repairing of any Common Element or other improvement to install, repair, or maintain common utility services to the Project shall be an expense of administration assessed against all Owners in accordance with the Condominium Bylaws.

9.2 Easements Reserved by Developer. Developer reserves nonexclusive easements for the benefit of itself and its successors and assigns, which may be used at any time or times,

- a. to use, improve, or extend all roadways, drives, and walkways in the Project for the purpose of ingress and egress to and from any Unit or real property owned by it and to and from all or any portion of the land described in section 6 and
- b. to use, tap, tie into, extend, or enlarge all utility lines and mains, public and private, located on the land described in Section 2

for the benefit of real property in which Developer owns an interest that adjoins the Project. The easements described in this section are subject to payment by the owners of the benefited property of a reasonable share of the cost of maintenance and repair of the improvements constructed on the easements.

d. **Reserved Developer Rights.** Developer may also unilaterally make a material amendment without the consent of any Owner or mortgagee for the specific purposes reserved by Developer in this Master Deed. During the Development and Sales Period, this Master Deed and Exhibits A and B shall not be amended nor shall provisions be modified in any way without the written consent of Developer or its successors or assigns.

e. **Costs of Amendments.** 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 on a vote of the Owners, the costs of which are expenses of administration. The Owners shall be notified of proposed amendments under this section not less than 10 days before the amendment is recorded.

10.3 Project Termination. If there is a Owner other than Developer, the Project may be terminated only with consent of Developer and not less than 80 percent of the Owners and mortgagees, in the following manner:

a. **Termination Agreement.** Agreement of the required number of Owners and mortgagees to termination of the Project shall be evidenced by the Owners' execution of a Termination Agreement, and the termination shall become effective only when the Agreement has been recorded in the register of deeds office in the county where the Project is located.

b. **Real Property Ownership.** On recordation of a document terminating the Project, the property constituting the Condominium shall be owned by the Owners as tenants in common in proportion to their respective undivided interests in the Common Elements immediately before recordation. As long as the tenancy in common lasts, each Owner and their heirs, successors, or assigns shall have an exclusive right of occupancy of that portion of the property that formerly constituted their Condominium Unit.

c. **Association Assets.** On recordation of a document terminating the Project, any rights the Owners may have to the net assets of the Association shall be in proportion to their respective undivided interests in the Common Elements immediately before recordation, except that common profits (if any) shall be distributed in accordance with the Condominium Documents and the Act.

d. **Notice to Interested Parties.** Notification of termination by first-class mail shall be made to all parties interested in the Project, including escrow agents, land contract vendors, creditors, lienholders, and prospective purchasers who have deposited funds.

10.4 Withdrawal of Property. Notwithstanding anything in this Master Deed to the contrary, if Developer has not completed development and construction of Units or Improvements in the Project that are identified as "need not be built" during a period ending 10 years after the date of commencement of construction by Developer of the Project, Developer has the right to withdraw from the Project all undeveloped portions of the Project not identified as "must be built" without the prior consent of any Owners, mortgagees of Units in the Project, or any other person 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 Project, the time period is the greater of (a) the 10-year period set forth above or (b) 6 years after the date 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 Project for the benefit of the undeveloped portions of the Project, subject to the payment of a reasonable pro rata share of the costs of maintaining the easements. If Developer does not withdraw the undeveloped portions of the Project from the Project before the time periods expire, those undeveloped lands shall remain part of the Project as General Common Elements, and all rights to construct Units on that land shall cease.

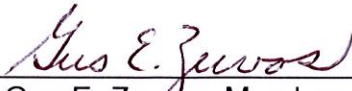
Section 11. ASSIGNMENT OF DEVELOPER RIGHTS

Developer may assign any or all of the rights and powers granted to or reserved by Developer in the Condominium Documents or by law, including without limitation the power to approve or to disapprove any act, use, or proposed action, to any other entity or person, including the Association. Any such assignment or transfer shall be made by an appropriate document in writing and shall be duly recorded in the register of deeds office in the county where the Project is located.

This Master Deed has been signed by Developer and shall be effective as of the date stated on page 1.

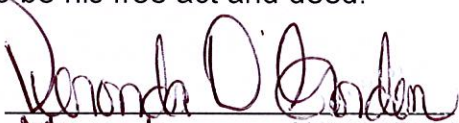
[SIGNATURES AND ACKNOWLEDGMENTS ON THE FOLLOWING PAGES]

Eagle Ridge, L.L.C.
a Michigan limited liability company


by Gus E. Zervos, Member

STATE OF MICHIGAN)
) S.S.
COUNTY OF OAKLAND)


On DEC. 2 2016, 2016, before me personally appeared Gus E. Zervos, Member of Eagle Ridge, L.L.C., a Michigan limited liability company, to me known to be the same person described in and who executed the within instrument, and who acknowledged the same to be his free act and deed.


Macomb, Notary Public
State of Michigan, County of
Oakland

My Commission Expires: Dec. 10, 2018
Acting in the County of: Oakland

VERONICA O'BRIEN

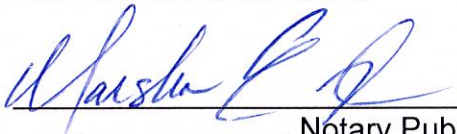
[SIGNATURES AND ACKNOWLEDGMENTS
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by Dr. Won Chae, Member

STATE OF MICHIGAN)
) S.S.
COUNTY OF OAKLAND)

On December 2nd, 2016, before me personally appeared Dr. Won Chae, Member of Eagle Ridge, L.L.C., a Michigan limited liability company, to me known to be the same person described in and who executed the within instrument, and who acknowledged the same to be his free act and deed.

MARSHA E. GIBSON
Notary Public, Wayne County, Michigan
My Commission Expires July 20, 2020


_____, Notary Public
State of Michigan, County of
Oakland
My Commission Expires:
Acting in the County of: Oakland

[SIGNATURES AND ACKNOWLEDGMENTS
CONTINUE ON FOLLOWING PAGE]

Frank P. Iannuzzi

by Frank P. Iannuzzi, as Co-Trustee of
the Ricky L. Giannetti Trust dated
8/1/06, Member

STATE OF MICHIGAN)
 S.S.
COUNTY OF OAKLAND)

On December 16, 2016, before me personally appeared Frank P. Iannuzzi, as Co-Trustee of the Ricky L. Giannetti Trust dated 8/1/06, Member of Eagle Ridge, L.L.C., a Michigan limited liability company, to me known to be the same person described in and who executed the within instrument, and who acknowledged the same to be his free act and deed.

Joyel M. Morrison

Joyel M. Morrison, Notary Public
State of Michigan, County of MACOMB
Oakland
My Commission Expires: 5-2-18
Acting in the County of: Oakland

Instrument Drafted by and
when recorded return to:
Dawn T. Yeaton
COUZENS, LANSKY, FEALK,
ELLIS, ROEDER & LAZAR, P.C.
39395 West Twelve Mile Rd., Suite 200
Farmington Hills, MI 48331-2913

EXHIBIT A TO MASTER DEED
CONDOMINIUM BYLAWS
EAGLE RIDGE AT MORGAN LAKE

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CONDOMINIUM BYLAWS

Section 1. ASSOCIATION OF OWNERS

1.1 Organization. EAGLE RIDGE AT MORGAN LAKE is a residential site condominium project located in Township of Independence, Oakland, Michigan, being developed in successive phases, to comprise a maximum of 230 building sites. On the recording of the Master Deed, the management, maintenance, operation, and administration of the Project shall be vested in an Association of Owners organized as a nonprofit corporation under the laws of the State of Michigan. The Association will keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Project available at reasonable hours for inspection by Owners, prospective buyers, mortgagees, and prospective mortgagees of Units in the Project.

1.2 Compliance. All present and future Owners, mortgagees, lessees, or other persons who may use the facilities of the Condominium in any manner shall be subject to and comply with the provisions of the Act, the Master Deed and any amendments, the Condominium Bylaws, the Association's Articles of Incorporation, the Association Bylaws, and other Condominium Documents that pertain to the use and operation of the Project. The acceptance of a deed of conveyance, the entering into of a lease, or the act of occupying a Condominium Unit in the Project shall constitute an acceptance of the terms of the Condominium Documents and an agreement to comply with their provisions.

Section 2. MEMBERSHIP AND VOTING

2.1 Membership. Each Owner of a Unit in the Project shall be a member of the Association during the period of ownership, and no other person or entity will be entitled to membership. The share of a member in the funds and assets of the Association may be assigned, pledged, or transferred only as an appurtenance to a Unit.

2.2 Voting Rights. Each Owner will be entitled to one vote for each Unit owned when voting by number and one vote, the value of which shall equal the total of the percentages assigned to the Unit or Units owned, when voting by value. Voting shall be by number except when the Master Deed or Bylaws specifically require voting to be by number and value, and no cumulation of votes shall be permitted.

2.3 Eligibility to Vote. No Owner other than Developer will be entitled to vote at any meeting of the Association until the Owner has presented written evidence of ownership of a Unit in the Project, nor shall the Owner be entitled to vote (except for elections pursuant to section 3.4) before the Initial Meeting of Members. A Owner shall be permitted to vote only if the Owner is not in default in payment of assessments levied against the Owner's unit. Developer shall be entitled to vote only those Units to which Developer still holds title.

2.4 Designation of Voting Representative. The person entitled to cast the vote for each Unit and to receive all notices and other communications from the Association shall be designated by a certificate signed by all the record owners of a Unit and filed with the secretary of the Association. The certificate shall state the name and address of the individual representative designated; the number of the Unit owned; and the name and

address of the person or persons, firm, corporation, partnership, association, trust, or other legal entity who is the Unit owner. All certificates shall be valid until revoked, until superseded by a subsequent certificate, or until a change has occurred in the ownership of the Unit.

2.5 Proxies. Votes may be cast in person or by proxy. Proxies may be made by any designated voting representative who is unable to attend the meeting in person. Proxies will be valid only for the particular meeting designated and any adjournment and must be filed with the Association before the appointed time of the meeting.

2.6 Majority. At any meeting of members at which a quorum is present, 51 percent of the Owners entitled to vote and present in person or by proxy (or written vote, if applicable) shall constitute a majority for the approval of the matters presented to the meeting, except when these Bylaws, the Master Deed, or law required a majority exceeding a simple majority.

Section 3. MEETINGS AND QUORUM

3.1 Initial Meeting of Members. The initial meeting of the members of the Association may be convened only by the Developer and may be called at any time after two or more of the Units in Phase I of the Project have been sold and the buyers qualified as members of the Association. In no event, however, shall the initial meeting be called later than (a) 120 days after the conveyance of legal or equitable title to nondeveloper Owners of 75 percent of the total number of Units that may be created in the Project or (b) 54 months after the first conveyance of legal or equitable title to a nondeveloper Owner of a Unit, whichever first occurs, at which meeting the eligible Owners may vote for the election of directors of the Association. The maximum number of Units that may be added to the Project under section 6 of the Master Deed shall be included in the calculation of the number of Units that may be created. Developer may call meetings of members of the Association for informational or other appropriate purposes before the initial meeting, but no such informational meeting shall be construed as the initial meeting of members.

3.2 Annual Meeting of Members. After the initial meeting has occurred, annual meetings of the members shall be held in each year on a date and at a time and place selected by the Board of Directors. At least 20 days before the date of an annual meeting, written notice of the date, time, place, and purpose of the meeting shall be mailed or delivered to each member entitled to vote at the meeting; but no less than 30 days written notice shall be provided to each member of any proposed amendment to these Bylaws or to other recorded Condominium Documents.

3.3 Advisory Committee. Within one year after the initial conveyance by Developer of legal or equitable title to an Owner of a Unit in the Project or within 120 days after conveyance of one-third of the total number of Units that may be created in the Project, whichever first occurs, Developer shall select two or more persons from the nondeveloper Owners to serve as an advisory committee to the Board of Directors (the Advisory Committee). The purpose of the Advisory Committee is to facilitate communication between the Developer-appointed Board of Directors and the nondeveloper Owners and to aid in the ultimate transition of control to the Owners. The members of the Advisory Committee shall serve for one year or until their successors are selected, and the Committee shall automatically cease to exist at the Transitional

Control Date. The Board of Directors and the Advisory Committee shall meet with each other at the request of the Advisory Committee, but there shall be not more than two such meetings each year unless both parties agree.

3.4 Board Composition. Not later than 120 days after conveyance of legal or equitable title to nondeveloper Owners of 25 percent of the Units that may be created in the Project, at least one director and not less than one-fourth of the Board of Directors of the Association shall be elected by nondeveloper Owners. Not later than 120 days after conveyance of legal or equitable title to nondeveloper Owners of 50 percent of the Units that may be created in the Project, not less than one-third of the Board of Directors shall be elected by nondeveloper Owners. Not later than 120 days after conveyance of legal or equitable title to nondeveloper Owners of 75 percent of the Units that may be created in the Project and before conveyance of 90 percent of those Units, the nondeveloper Owners shall elect all directors on the board except that Developer shall have the right to designate at least one director as long as Developer owns and offers for sale at least 10 percent of the Units in the Project or as long as 10 percent of the Units remain that may be created.

3.5 Owner Control. If 75 percent of the Units that may be created in the Project have not been conveyed within 54 months after the first conveyance of legal or equitable title to a nondeveloper Owner, the nondeveloper Owners shall have the right to elect the percentage of members of the Board of Directors of the Association equal to the percentage of Units they hold, and Developer will have the right to elect the percentage of members of the board equal to the percentage of Units that are owned by Developer and for which all assessments are payable by Developer. This election may increase, but shall not reduce, the minimum election and designation rights of directors otherwise established in section 3.4. Application of this provision does not require a change in the size of the board as designated in the Association bylaws.

3.6 Mathematical Calculations. If the calculation of the percentage of members of the board that the nondeveloper Owners have a right to elect or the product of the number of members of the board multiplied by the percentage of Units held by the nondeveloper Owners results in a right of nondeveloper Owners to elect a fractional number of members of the board, a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number. After application of this formula, Developer shall have the right to elect the remaining members of the board. Application of this provision shall not eliminate the right of Developer to designate at least one member as provided in section 3.4.

3.7 Quorum of Members. The presence in person or by proxy of 35 percent of the Owners entitled to vote shall constitute a quorum of members. The written vote of an Owner properly furnished at or before a meeting at which the Owner is not present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question on which the vote is cast.

Section 4. ADMINISTRATION

4.1 Board of Directors. The business, property, and affairs of the Association shall be managed by a board of directors (the Board of Directors) to be elected in the manner described in these Bylaws. The directors designated in the Articles of Incorporation shall serve until their successors have been duly elected and qualified at the initial meeting of

members. All actions of the first Board of Directors designated in the Articles of Incorporation or any successors to the directors selected by Developer before the initial meeting of members shall be binding on the Association as though the actions had been authorized by a Board of Directors elected by the members of the Association so long as the actions are within the scope of the powers and duties that a Board of Directors may exercise under the Condominium Documents. A service contract or management agreement entered into between the Association and Developer or affiliates of Developer shall be voidable without cause by the Board of Directors on the Transitional Control Date or within 90 days after the initial meeting has been held and on 30 days' notice at any time for cause.

4.2 Powers and Duties. The Board shall have all powers and duties necessary to administer the affairs of the Association and may take all actions in support of the administration that are not prohibited by the Condominium Documents or specifically reserved to the members, including the following:

- a. care, upkeep, and maintenance of the Common Elements
- b. development of an annual budget and the determination, levy, and collection of assessments required for the operation and affairs of the Condominium
- f. obtaining insurance for the Common Elements, the premiums of which shall be an expense of administration
- g. granting licenses for the use of the Common Elements for purposes not inconsistent with the provisions of the Act or of the Condominium Documents
- h. authorizing the execution of contracts, deeds of conveyance, easements, and rights-of-way affecting any real or personal property of the Condominium on behalf of the Owners
- i. making repairs, additions, and improvements to or alterations of the Common Elements and repairs to and restoration of the Common Elements after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings
- c. employment and dismissal of contractors and personnel as necessary for the efficient management and operation of the Condominium Property
- d. adoption and amendment of rules and regulations governing the use of the Condominium Property not inconsistent with these Bylaws
- e. opening bank accounts, borrowing money, and issuing evidences of indebtedness in furtherance of the purposes of the Association and designating signatories required for those purposes
- j. asserting, defending, or settling claims on behalf of all Owners in connection with the Common Elements of the Project and, on written notice to all Owners, instituting actions on behalf of and against the Owners in the name of the Association

k. further duties as may be imposed by resolution of the members of the Association or that may be required by the Condominium Documents or the Act

4.3 Books of Account. The Association shall keep books and records containing a detailed account of the expenditures and receipts of administration, which will specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and its members. The accounts shall be open for inspection by the Owners and their mortgagees during reasonable hours. The Association shall also prepare and distribute a financial statement to each Owner at least once a year, the contents of which will be defined by the Association. The books and records shall be reviewed annually and audited at times required by the Board of Directors by qualified independent accountants (who need not be certified public accountants), and the cost of the review or audit shall be an expense of administration.

4.4 Maintenance, Repair, and Replacement. The responsibility for maintenance, repair, and replacement of Units and Common Elements (other than following casualty damage, which is described in section 6.3 of the Bylaws) is as follows:

a. All maintenance, repair, and replacement of the structures and other improvements located within a Unit or Limited Common Elements that are the responsibility of the Owner of a Unit as set forth in the Master Deed shall be made by the Owner of the Unit. Each Owner shall be responsible for all damages to the Common Elements resulting from the repairs or from any failure of the Owner to perform maintenance and repairs to a Unit.

b. All maintenance, repair, and replacement of the General Common Elements, whether located inside or outside the Units, and of Limited Common Elements to the extent required by the Master Deed shall be made by the Association and shall be charged to all the Owners as a common expense unless necessitated by the negligence, misuse, or neglect of a particular Owner, in which case the expense shall be charged to the responsible Owner. The Association or its agent shall have access to each Unit (but not to the interior of any residence or garage within a Unit) from time to time during reasonable hours, on notice to the occupant, to maintain, repair, or replace any of the Common Elements located within or accessible only from a Unit that are the responsibility of the Association. The Association or its agents shall also have access to each Unit at all times without notice for making emergency repairs necessary to prevent damage to other Units or the Common Elements.

4.5 Reserve Fund. The Association shall maintain a reserve fund, to be used for major repairs and replacement of the Common Elements, as provided by MCL 559.205. The fund shall be established in the minimum amount required on or before the Transitional Control Date and shall, to the extent possible, be maintained at a level that is equal to or greater than 10 percent of the then current annual budget of the Association on a noncumulative basis. The minimum reserve standard required by this section may prove to be inadequate, and the Board should carefully analyze the Project from time to time to determine if a greater amount should be set aside or if additional reserve funds should be established for other purposes.

4.6 Construction Liens. A construction lien arising as a result of work performed on a Unit or on an appurtenant Limited Common Element shall attach only to the Unit on which the work was performed, and a lien for work authorized by Developer or the principal contractor shall attach only to Condominium Units owned by Developer at the time of recording the lien. A construction lien for work authorized by the Association shall attach to each Unit only to the proportionate extent that the Owner of the Unit is required to contribute to the expenses of administration. No construction lien shall arise or attach to a Condominium Unit for work performed on the General Common Elements not contracted for by the Association or Developer.

4.7 Managing Agent. The Board may employ a management company or managing agent at a compensation established by the Board to perform the duties and services as the Board shall authorize, including, but not limited to, the powers and duties described in section 4.2. Developer or any person or entity related to Developer may serve as managing agent, but any compensation paid to Developer shall be at competitive rates.

4.8 Officers. The Association Bylaws shall provide for the designation, number, terms of office, qualifications, manner of election, duties, removal, and replacement of officers of the Association and may contain any other provisions pertinent to officers of the Association not inconsistent with these Bylaws. Officers may be compensated, but only on the affirmative vote of 67 percent percent or more of all Owners.

4.9 Indemnification. All directors and officers of the Association shall be entitled to indemnification against costs and expenses incurred as a result of actions (other than willful or wanton misconduct or gross negligence) taken or failed to be taken on behalf of the Association on 10 days notice to all Owners in the manner and to the extent provided by the Association Bylaws. If no judicial determination on indemnification has been made, an opinion of independent counsel on the propriety of indemnification shall be obtained if a majority of Owners vote to procure such an opinion.

Section 5. ASSESSMENTS

5.1 Administrative Expenses. The Association shall be assessed as the entity in possession of any tangible personal property of the Condominium owned or possessed in common, and personal property taxes levied on such property shall be treated as expenses of administration. 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 expenses of administration, and all sums received as proceeds of or pursuant to any policy of insurance covering the interests of the Owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Common Elements shall be receipts of administration.

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

- a. **Initial Budget.** The Board of Directors of the Association shall establish an initial budget in advance for each fiscal year that will project all expenses for the coming year that may be required for the proper operation, management, and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. The annual assessment to be levied against each

Unit in the Project shall then be determined on the basis of the budget. Copies of the budget shall be delivered to each Owner, although the failure to deliver a copy to each Owner will not affect or in any way diminish the liability of an Owner for any existing or future assessment.

b. **Budget Adjustments.** If the Board of Directors determines at any time, in its sole discretion, that the initial assessments levied are insufficient (i) to pay the costs of operation and maintenance of the Common Elements, (ii) to provide for the replacement of existing Common Elements, (iii) to provide for additions to the Common Elements not exceeding \$5,000 annually, or (iv) to respond to an emergency or unforeseen development; the Board is authorized to increase the initial assessment or to levy any additional assessments it deems necessary for such purposes. The discretionary authority of the Board of Directors to levy additional assessments will rest solely with the Board of Directors for the benefit of the Association and its members and may not be attached by or subject to specific performance by any creditors of the Association.

c. **Special Assessments.** The Board of Directors may make special assessments in excess of those permitted by subsections (a) and (b) from time to time following the approval of the Owners as provided in this subsection to meet other needs or requirements of the Association, including but not limited to (i) assessments for additions to the Common Elements costing more than \$5,000 in any year, (ii) assessments to purchase a Unit on foreclosure of the lien described in section 5.5, or (3) assessments for any other appropriate purpose not specifically described. Special assessments referred to in this subsection (but not those assessments referred to in subsections (a) and (b), which will be levied in the sole discretion of the Board of Directors) will not be levied without the prior approval of 67 percent or more (in number and in value) of all Owners. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and its members and may not be attached by or subject to specific performance by any creditors of the Association.

5.3 Apportionment of Assessments. All assessments levied against the Unit Owners to cover expenses of administration shall be apportioned among and paid by the Owners in accordance with the Percentage of Value allocated to each Unit in the Master Deed and any other assessment provisions in the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Unless the Board elects some other periodic payment schedule, annual assessments will be payable by Owners in four equal quarterly installments, commencing with the acceptance of a deed to or a land contract vendee's interest in a Unit or with the acquisition of title to a Unit by any other means. The payment of an assessment will be in default if the assessment, or any part, is not received by the Association in full on or before the due date for the payment established by rule or regulation of the Association. However, the Board of Directors, including the first Board of Directors appointed by Developer, may relieve a Unit Owner who has not constructed a residence within a Unit from payment, for a limited period of time, of all or some portion of the assessment for the Unit's respective allocable share of the Association budget. The purpose of this provision is to provide fair and reasonable relief from Association assessments for nonresident Owners until those Owners begin to use the Common Elements on a regular basis.

5.4 Expenses of Administration. The expenses of administration shall consist, among other things, of the amounts the Board deems proper to operate and maintain the Condominium property under the powers and duties delegated to it and may include, without limitation, amounts to be set aside for working capital of the Condominium, for a general operating reserve, for a reserve for replacement, and for meeting any deficit in the common expense for any prior year. Any reserves established by the Board before the initial meeting of members shall be subject to approval by the members at the initial meeting. The Board shall advise each Owner in writing of the amount of common charges payable by the Owner and shall furnish copies of each budget containing common charges to all Owners.

5.5 Collection of Assessments. Each Owner shall be obligated for the payment of all assessments levied on the Owner's Unit while that person is the Owner of the Unit, and no Owner may become exempt from liability for the Owner's contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of a Unit.

a. **Legal Remedies.** In the event of default by any Owner in paying the assessed common charges, the Board may declare all unpaid installments of the annual assessment for the pertinent fiscal year to be immediately due and payable. In addition, the Board may impose reasonable fines or charge interest at the legal rate on assessments from and after the due date. Unpaid assessments, together with interest on the unpaid assessments, collection and late charges, advances made by the Association for taxes or other liens to protect its lien, attorney fees, and fines in accordance with the Condominium Documents, shall constitute a lien on the Unit prior to all other liens except tax liens in favor of any state or federal taxing authority and sums unpaid on a mortgage of record recorded before the recording of any notice of lien by the Association; and the Association may enforce the collection of all sums due by suit at law for a money judgment or by foreclosure of the liens securing payment as provided by MCL 559.208. In a foreclosure proceeding, whether by advertisement or by judicial action, the Owner or anyone claiming under the Owner shall be liable for assessments charged against the Unit that become due before the redemption period expires, together with interest, advances made by the Association for taxes or other liens to protect its lien, costs, and reasonable attorney fees incurred in their collection.

b. **Sale of Unit.** On the sale or conveyance of a Unit, all unpaid assessments against the Unit shall be paid out of the sale price by the buyer in preference over any other assessment or charge except as otherwise provided by the Condominium Documents or by the Act. A buyer or grantee may request a written statement from the Association for the amount of unpaid assessments levied against the Unit being sold or conveyed, and the buyer or grantee shall not be liable for, nor shall the Unit sold or conveyed be subject to, a lien for any unpaid assessments in excess of the amount stated in a written response from the Association. However, unless the buyer or grantee requests a written statement from the Association at least five days before the sale as provided in the Act, the buyer or grantee shall be liable for any unpaid assessments against the Unit together with interest, late charges, fines, costs, and attorney fees.

c. **Self-Help.** The Association may enter the Common Elements, Limited or General, to remove and abate any condition constituting a violation or may discontinue the furnishing of services to an Owner in default under any of the provisions of the Condominium Documents on seven days' written notice to the Owner of the Association's intent to do so. An Owner in default shall not be entitled to use any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as the default continues, but this provision shall not operate to deprive any Owner of ingress and egress to and from the Owner's Unit.

d. **Application of Payments.** Money received by the Association in payment of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorney fees; second, to any interest charges and fines for late payment on the assessments; and third, to installments of assessments in default in order of their due dates.

5.6 Financial Responsibility of Developer. The responsibility of Developer for assessments is as follows:

a. **Preturnover Expenses.** Before the Transitional Control Date, it will be Developer's responsibility to keep the books balanced and to avoid any continuing deficit in operating expenses, but the Developer shall not be responsible for the payment of general or special assessments. At the time of the initial meeting, Developer will be liable for the funding of any continuing deficit of the Association that was incurred before the Transitional Control Date.

b. **Postturnover Expenses.** After the Transitional Control Date and continuing for any remaining Development and Sales Period, Developer shall not be responsible for the payment of either general or special assessments levied by the Association on Units owned by Developer until construction of a building on a Unit is commenced.

c. **Exempted Transactions.** Under no circumstances will Developer be responsible for the payment of any portion of any assessment that is levied for deferred maintenance, reserves for replacement, capital improvements, or additions or to finance litigation or other claims against Developer.

Section 6. TAXES, INSURANCE, AND REPAIR

6.1 Real Property Taxes. Real property taxes and assessments shall be levied against the individual Units and not against the Property of the Project or any phase of the Project, except for the calendar year in which the Project or phase is established. Taxes and assessments that become a lien against the Property in the year in which the Project was established shall be expenses of administration and shall be assessed against the Units located on the land with respect to which the tax or assessment was levied in proportion to the Percentage of Value assigned to each Unit. Real property taxes and assessments levied in any year in which a vacation of the Project occurs shall be assessed only against the individual Units. For tax and special assessment purposes, no Unit shall be combined with any other Unit or Units, and no assessment of any fraction of a Unit or combination of any Unit with other whole or partial Units shall be made, nor shall any division or split of the assessment or taxes of a single Unit be made,

whether the Unit is owned by an individual or multiple Owners. Taxes for real property improvements made to or within a specific Unit shall be assessed against that Unit only, and each Unit shall be treated as a separate, single parcel of real property for purposes of property taxes and special assessments.

6.2 Insurance Coverage. The Association shall be appointed as attorney-in-fact for each Owner to act on insurance matters and shall be required to obtain and maintain, to the extent applicable, casualty insurance with extended coverage, vandalism, and malicious mischief endorsements; liability insurance (including director's and officer's liability coverage if deemed advisable); and worker's compensation insurance pertinent to the ownership, use, and maintenance of the Common Elements of the Project. All insurance shall be purchased by the Board of Directors for the benefit of the Association, the Owners, the mortgagees, and Developer, as their interests may appear. The insurance, other than title insurance, shall be carried and administered according to the following provisions:

a. **Owner Responsibilities.** Each Owner will be responsible for obtaining casualty insurance coverage at the Owner's expense with respect to the residence and all other improvements constructed or located within the perimeters of the Owner's Unit and for the Limited Common Elements appurtenant to the Owner's Unit. It shall also be each Owner's responsibility to obtain insurance coverage for the Owner's personal property within the Owner's Unit or elsewhere on the Condominium, for personal liability for occurrences within the Owner's Unit or on the Limited Common Elements appurtenant to the Owner's Unit, and for alternative living expenses in the event of fire or other casualty causing temporary loss of the Owner's residence. All insurance carried by the Association or any Owner shall contain provisions permitting the waiver of the right of subrogation for any claims against any Owner or the Association for insured losses.

b. **Common Element Insurance.** The General Common Elements of the Project shall be insured by the Association against casualties covered by a standard extended coverage endorsement, to the extent deemed applicable and appropriate, in an amount to be determined annually by the Board of Directors. The Association shall not be responsible for maintaining insurance with respect to the Limited Common Elements, the Units themselves, or any improvements located within the Units.

c. **Fidelity Insurance.** The Association may obtain, if desired, fidelity coverage to protect against dishonest acts by its officers, directors, employees, and all others who are responsible for handling funds of the Association.

d. **Power of Attorney.** The Board of Directors is irrevocably appointed as the agent for each Owner, each mortgagee, other named insureds and their beneficiaries, and any other holder of a lien or another interest in the Condominium or the Property to adjust and settle all claims arising under insurance policies purchased by the Board and to execute and deliver releases on the payment of claims.

e. **Indemnification.** Each individual Owner shall indemnify and hold harmless every other Owner, Developer, and the Association for all damages,

costs, and judgments, including actual attorney fees, that any indemnified party may suffer as a result of defending claims arising out of an occurrence on or within an individual Owner's Unit or appurtenant Limited Common Elements. This provision shall not be construed to give an insurer any subrogation right or other right or claim against an individual Owner, Developer, or the Association, which rights are waived.

f. **Premium Expenses.** Unless otherwise provided, all premiums for insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration of the Association.

6.3 Reconstruction and Repair. If any part of the Condominium Property is damaged or destroyed by fire or other casualty, the decision whether or not it will be reconstructed or repaired will be made in the following manner:

a. **General Common Elements.** If the damaged property is a General Common Element, the damaged property shall be repaired or rebuilt unless 80 percent or more of the Owners and the institutional holders of mortgages on any Unit in the Project agree to the contrary. However, if the damaged property is common roadway and is the sole means of ingress and egress to one or more Units in the Project, it will be repaired or rebuilt unless the 80 percent or more of the Owners agreeing not to repair or rebuild includes the Owners of all such Units.

b. **Limited Common Elements and Improvements.** If the damaged property is a Limited Common Element or an improvement located within the boundaries of a Unit, the Owner of the affected Unit alone shall determine whether to rebuild or repair the damaged property, subject to the rights of any mortgagee or other person having an interest in the property, and the Owner shall be responsible for the cost of any reconstruction or repair that the Owner elects to make. The Owner shall in any event remove all debris and restore the Unit and its improvements to a clean and slightly condition satisfactory to the Association within a reasonable period of time following the occurrence of the damage.

c. **Reconstruction Standards.** Any reconstruction or repair shall be substantially in accordance with the Master Deed and the original plans and specifications for the improvements located within the Unit, unless prior written approval for changes is obtained from the Architectural Review Committee.

d. **Procedure and Timing.** Immediately after the occurrence of a casualty causing damage that is to be reconstructed or repaired by the Association, 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 cover the estimated cost of reconstruction or repair required to be performed by the Association or if at any time during the reconstruction or repair the funds for the payment of the costs by the Association are insufficient, assessment shall be levied against all Owners in sufficient amounts to provide funds to pay the estimated or actual costs of reconstruction or repair. This provision shall not be construed to require the replacement of mature trees and vegetation with equivalent trees or vegetation.

6.4 Eminent Domain. The following provisions will control on any taking by eminent domain:

a. **Condominium Units.** In the event of the taking of all or any portion of a Condominium Unit or any improvements located within the perimeters of a Unit, the award for the taking shall be paid to the Owner of the Unit and any mortgagee, according to their interests. If an Owner's entire Unit is taken by eminent domain, the Owner and any mortgagee shall, after acceptance of the condemnation award, be divested of all interest in the Project.

b. **Common Elements.** In the event of the taking of all or any portion of the General Common Elements, the condemnation proceeds relative to the taking shall be paid to the Association for use by or distribution to its members. The affirmative vote of 80 percent or more of the Owners in number and in value shall determine whether to rebuild, repair, or replace the portion taken or to take another action.

c. **Amendment to the Master Deed.** If the Project continues after the taking by eminent domain, the remaining portion of the Project shall be resurveyed and the Master Deed amended accordingly; and if any Unit has been taken, section 5 of the Master Deed shall also be amended to reflect the taking and to proportionately readjust the Percentages of Value of the remaining Owners based on the continuing total value of the Condominium of 100 percent. The amendment may be completed by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval by any Owner.

d. **Notice to Mortgagees.** If any Unit in the Condominium, the Common Elements, or any portion of them is made the subject matter of an eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association shall promptly notify each holder of a publicly recorded mortgage lien on any of the Units in the Condominium.

e. **Inconsistent Provisions.** To the extent not inconsistent with the provisions of this section, MCL 559.233 shall control on any taking by eminent domain.

Section 7. CONSTRUCTION REQUIREMENTS

7.1 Design Standards. Design standards for Units in the Project are set forth in this section. Design standards promote quality, value, and stability for Unit Owners. The standards in this section are intended to promote consistency of architecture and landscape design and to enhance and preserve real estate values.

7.2 Developer Approvals. During the Development and Sales Period, no residences, buildings, fences, walls, drives, walks, or other improvements shall be commenced, erected, or maintained; no addition to or external change in the appearance of any structure shall be made (including color and design); and no hedges, trees, plantings, or landscaping modifications shall be made until plans or specifications acceptable to Developer, showing the nature, kind, shape, height, materials, color

scheme, location, and approximate cost of the structure or improvement and the grading and landscaping plan of the area to be affected, have been submitted to and approved in writing by Developer. Developer shall have the right to refuse to approve any plans or specifications, including the grading and landscaping plane, that are not suitable or desirable in its opinion for aesthetic or other reasons. In passing on such specifications or grading or landscaping plans, Developer shall have the right to take into consideration the suitability of the proposed structure, improvement, or modification; the site on which it is proposed to be erected; and the degree of harmony with the Condominium as a whole.

7.3 Review Committee. Developer has or will establish an architectural review committee (the Review Committee). The mission of the Review Committee is to ensure that all plans submitted for review, and all subsequent exterior changes or modifications, meet the criteria established in the design standards. The design standards for the Project are intended to provide a compatible neighborhood image.

7.4 Architectural Review. Following the Development and Sales Period, no residence, structure, or other improvements shall be constructed within a Unit or elsewhere on the Property and no exterior modification shall be made to any existing residence, structure, or improvement unless plans and specifications containing whatever detail the Review Committee reasonably requires has first been approved in writing by the Review Committee. The Review Committee shall have the right to refuse to approve any plans and specifications, color or material applications, grading or landscaping plans, or building location plans that are not suitable or desirable in its opinion for aesthetic or other reasons. In passing on the plans and specifications, the Review Committee shall have the right to take into consideration the suitability of the proposed structure, improvement, or modification, the site on which it is proposed to be constructed, the proposed location of any improvement within the Unit, the location of structures within adjoining Units and the degree of harmony with the Condominium as a whole.

7.5 Approval of Contractor. All residences and other structures shall be constructed only by residential home builders licensed by the State of Michigan and approved in writing by Developer or, following the Development and Sales Period, by the Review Committee. If building construction is intended to commence within three months after the date of plan approval, the name of the proposed residential builder must be submitted when the plans and specifications are submitted. If construction is to be delayed beyond three months, the name of the proposed residential builder must be submitted for approval at least 60 days before the commencement of construction. In its approval process, the Review Committee may take into consideration the qualifications of the proposed builder along with its reputation in the community before deciding whether or not that builder will be approved for participation in the Project. Construction of all other improvements, including swimming pools and landscaping, must also be done by contractors approved in writing by the Review Committee.

7.6 Specific Requirements. All approvals required by this section shall comply with the following requirements:

- a. **Construction Materials.** Each residence shall be finished with wood, masonry (brick), or fiber cement siding (HardiePlank lap siding or approved equivalent) exterior or vinyl siding. Exposed chimneys shall be constructed of

brick, stone, or siding; and exposed concrete masonry on all other visible improvements shall also be finished with brick, or stone siding. At least 70% of the front elevation and the first floor of the side and rear elevations must be brick or stone. Roofs must be of shingle construction using cedar, fiberglass, or asphalt shingles. Driveways must be concrete. Any children's play areas shall be constructed primarily of wood or have a wood appearance. All exterior paints, stains, and material colors must be shown as part of the plan submitted for approval, and samples shall be furnished to the Review Committee on request. Fences must be decorative black aluminum and approved before installation.

b. **Size and Space Requirements.** No residence shall be constructed on any Unit with less than the following sizes of finished living areas (as calculated on exterior dimensions), exclusive of decks, porches, patios, garages, and basements (whether full basements, daylight basements, or walkout basements):

- One-story home – 2000 sq. ft.
- Multi-story home – 2400 sq. ft.

c. **Improvements and Outbuildings.** Each residence must be equipped with an attached garage of not less than two stalls and not more than three stalls, and outside parking for a minimum of four vehicles shall be provided on or along the driveway. One additional detached structure of a size as determined by the Review Committee will be permitted for storage or accessory garage space and must look substantially similar to the house.

d. **Letter and Delivery Boxes.** The Review Committee will determine the location, design, and permitted lettering of all mail and paper delivery boxes. Each Owner will either install a mailbox and delivery box or pay the reasonable cost of installation as determined by the Review Committee for installation by the Association.

7.7 Codes and Ordinances. In addition to the construction requirements in this Section, all buildings and other structures must comply with applicable building, mechanical, electrical, and plumbing codes of the applicable jurisdictions in effect when the building or structure is erected.

7.8 Time for Construction. At the time of submitting the name of a proposed residential builder for approval, a date for commencement of construction (which shall not be more than three years after the date of approval) must be agreed on and approved by the Review Committee. Once construction has started, work on the building must be diligently pursued and completed within a maximum of 12 months from the date of commencement. The Committee may extend the time for commencement or completion when, in its opinion, conditions warrant an extension.

7.9 Reserved Developer Rights. The purpose of section 7 is to ensure the continued maintenance of the Condominium as an attractive and harmonious residential development, and its provisions shall be binding on both the Association and all Owners in the Project. Developer (or any residential builder to whom Developer has assigned such rights) shall have the right to maintain a model unit, sales office, advertising display signs, storage areas, and reasonable parking incident to its sales efforts and to access

to, from, and over the Property as may be reasonable to enable development and sale of the entire Project.

7.10 Building Lines. For the purpose of this section, the word *building* will mean the main residence; the garage and related outbuildings; and their projections such as eaves; bay, bow, or oriel windows; exterior chimneys; covered porches; porticos; loggias; and similar projections. *Building* will not include open pergolas, uncovered porches, open terraces, stoops, steps, or balustrades the sides of which do not extend more than three feet above the level of the ground floor of the main building.

7.11 Review Committee Appointment. Following the Development and Sale Periods, if rights of appointment have not previously been assigned to the Association, Developer's representatives shall resign from the Review Committee, and the Board of Directors of the Association shall appoint three new members to the Review Committee. In each succeeding year or at whatever other intervals the Board of Directors decides, the Board of Directors shall appoint or reappoint the three members to serve on the Review Committee.

7.12 Permitted Variance. The Review Committee may, on a showing of practical difficulty or other good cause, grant variances from the requirements of this section, but only to an extent and in a manner that does not violate the spirit and intent of the requirements.

7.13 Setback Lines. No building will be erected on any Unit nearer to the street line or to either side Unit boundary or closer to the rear Unit boundary than permitted by the setback requirements of the zoning applicable to the Unit that is in effect at the time of the contemplated construction of any building unless a variance or other permission for the setback is obtained from the applicable authority. If compliance with these setback requirements is impracticable or would create a hardship for a corner Unit or an odd-shaped building site, the Review Board may specify front yard, side yard, and rear yard widths and depths that are less than those required by this section. When 1½ or more Units are acquired as a single building site, the side Unit boundaries will refer only to the Unit boundary lines bordering the property of adjoining owners.

7.14 Building Height. The height of any building shall not be more than 2½ stories. If any portion of a level or floor within a building is below grade, all of that level or floor shall be considered a basement level.

7.15 Improvements Adjoining Roadway. No trees, plantings, fencing, or other improvements will be placed where they obstruct vehicular visibility at or near street intersections.

7.16 Soil from Excavation. All soil to be removed from any of the Units in the course of grading or excavating will, at Developer's option, become the property of Developer and be placed by the Owner or the Owner's contractor at the Owner's expense in a location within or adjoining the Project designated by Developer.

Section 8. USE AND OCCUPANCY RESTRICTIONS

8.1 Residential Use. Condominium Units shall be used exclusively for residential occupancy, and no Unit or appurtenant Common Element shall be used for any purpose

other than that of a single-family residence and purposes incidental to residential use. Home occupations conducted entirely within the residence and participated in solely by members of the immediate family residing in the residence that do not generate unreasonable traffic by members of the general public and do not change the residential character of the Unit or neighborhood are permitted as incidental to primary residential use. No building intended for other business uses and no apartment house, rooming house, day care facility, foster care residence, or other commercial or multiple-family dwelling of any kind shall be erected, placed, or permitted on any Unit.

8.2 Home Occupations. To be permitted as a *home occupation*, there must be (a) no sign or display that indicates from the exterior that the residence is being used for any purpose other than that of a single-family dwelling; (b) no goods or commodities kept for viewing or sale within the Unit or the Project; and (c) no mechanical or electrical equipment used other than personal computers and other office equipment. In no event shall any barbershop, styling salon, beauty parlor, tearoom, animal hospital, or any other form of animal care or treatment such as dog trimming be considered as a home occupation.

8.3 Common Areas. The Common Elements shall be used only by the Owners of Units in the Condominium and their agents, tenants, family members, invitees, and licensees for access, ingress to, and egress from the respective Units and for other purposes incidental to use of the Units. Any parking areas or other Common Elements designed for a specific purpose shall be used only for those purposes or other uses approved by the Board. The use, maintenance, and operation of the Common Elements shall not be obstructed, damaged, or unreasonably interfered with by any Owner and shall be subject to any lease or easement presently in existence or entered into by the Board at some future date that affects all or any part of the Common Elements.

8.4 Use and Occupancy Restrictions. In addition to the general requirements of sections 8.1–8.3, the use of the Project and its Common Elements by any Owner shall be subject to the following specific restrictions:

a. **Exterior Changes.** No Owner shall make any additions, alterations, or modifications to any of the Common Elements or any changes to the exterior appearance of the building or other improvements within the perimeters of the Owner's Unit without prior approval of Developer or the Review Committee. A change in the color of a residence or a significant landscaping change are included within the meaning of a change in exterior appearance.

b. **Unit Rental.** No portion of a Unit may be rented and no transient tenants be accommodated in any building, but this restriction shall not prevent the rental or sublease of an entire Unit together with its appurtenant Limited Common Elements for residential purposes in the manner permitted by these Bylaws.

c. **Nuisances.** No nuisances shall be permitted on the Property, nor shall any use or practice be permitted that is a source of annoyance to or that unreasonably interferes with the peaceful possession or proper use of the Project by its residents. No Unit shall be used in whole or in part for the storage of rubbish or trash or for the storage of any property or thing that may cause the Unit to appear in an unclean or untidy condition. No substance or material shall be kept on a Unit that will emit foul or obnoxious odors or that will cause

excessive noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding Units.

d. **Prohibited Uses.** Nothing shall be done or kept in any Unit or on the Common Elements that will increase the rate of insurance for the Project without the prior written consent of the Association. No Owner shall permit anything to be done or kept in the Owner's Unit or elsewhere on the Common Elements that will result in the cancellation of insurance on any Unit or any part of the Common Elements or that will violate any law.

e. **Signs.** No signs or other advertising devices (other than one professionally made unlit sign or a sign of substantially the same quality and appearance advertising a unit for sale that is not larger than six square feet in size) shall be displayed from any residence or on any Unit that are visible from the exterior of the Unit or from the Common Elements without written permission from the Association or its managing agent.

f. **Personal Property.** No Owner shall display, hang, or store any clothing, sheets, blankets, laundry, or other items of personal property outside a residence or ancillary building. This restriction shall not be construed to prohibit an Owner from placing and maintaining outdoor furniture and accoutrements and decorative foliage of a customary nature and appearance on a patio, deck, or balcony of a Unit, though no such furniture or other personal property shall be stored on any open patio, deck, or balcony that is visible from another Unit or from the Common Elements of the Project.

g. **Firearms and Weapons.** No Owner shall use or permit the use by any occupant, agent, tenant, invitee, guest, or member of the Owner's family of any firearms; air rifles; pellet guns; BB guns; bows and arrows; illegal fireworks; or other dangerous weapons, projectiles, or devices anywhere on or about the Property.

h. **Pets and Animals.** No animals may be kept on any unit except for one domestic dog, one domestic cat, and two caged birds without the prior written consent of the Association, which, if given, may be revoked at any time by the Association. No exotic, savage, or dangerous animal shall be kept on the Property, and no animal may be kept or bred for commercial purposes. Common household pets permitted under the provisions of this subsection shall be kept only in compliance with the rules and regulations promulgated by the Board of Directors from time to time and must at all times be kept under care and restraint so they are not obnoxious on account of noise, odor, or unsanitary conditions. No animal shall be permitted to run loose on the Common Elements or on any Unit except the Unit owned by the owner of the animal, and the owner of each pet shall be responsible for cleaning up after it.

i. **Recreational Vehicles.** No recreational vehicles, boats, or trailers shall be parked or stored in any garage if the storage would prevent full closure of the garage door or elsewhere on the Property without the written approval of the Association. No snowmobile, all-terrain vehicle, or other motorized recreational vehicle shall be operated on the Property. No maintenance or repair shall be

performed on any boat or recreational vehicle except within a garage or residence where totally isolated from public view.

j. **Lawn Care and Landscaping.** Each Unit owner may leave portions of the Unit in a natural state. Each Owner shall mow all grass outside of natural areas at least two times each month during the growing season.

k. **Recreational Facilities.** No above-ground pools, tennis courts, or dog runs will be permitted on any Unit. All exterior hot tubs and spas must be approved by the Review Committee before installation.

l. **Trash Containers and Pick Up.** All trash shall be placed in containers approved by the Review Committee and kept inside the garage or other fully enclosed area except for short periods of time reasonably necessary to permit collection.

m. **Occupancy Limitations.** The number of persons permanently occupying or residing in any dwelling constructed within a Unit shall be limited in accordance with applicable ordinance, rule or law of the local municipality.

n. **Exterior Lighting.** No vapor lights, dusk-to-dawn lights, or other lights that are regularly left on during the night may be installed or maintained on any Unit without the prior consent of the Review Committee.

o. **Solar Panels and Satellite Dishes.** No solar panel may be installed on any Unit until the type, design, and location of the solar panel has been approved in writing by the Review Committee. An Owner may install a satellite dish on the Owner's Unit, subject to reasonable prior approval by the Review Committee for size, location, color, and screening. To the extent required by applicable federal law, the Review Committee's regulations shall not unreasonably impair an Owner's installation, maintenance, or use of a satellite dish.

p. **[Reserved]**

q. **Use of Common Elements.** The General Common Elements shall not be used for the storage of supplies or personal property (except for the short periods of time that are reasonably necessary to permit the placement of trash for collection the next day). No vehicles shall be parked on or along the roadways (except for parties or receptions generating a need for off-site parking), and Owners shall not personally use or obstruct any guest parking areas that are located on the Common Elements of the Project without the prior consent of the Association. No Owner shall in any way restrict access to any utility line or other area that must be accessible to service the Common Elements or that affects an Association responsibility in any way. In general, no activity shall be carried on or condition maintained by any Owner either in the Owner's Unit or on the Common Elements that despoils the appearance of the Condominium.

r. **Application of Restrictions.** Unless arbitration is elected pursuant to these Bylaws, a dispute or question whether a violation of any specific regulation or restriction in this section has occurred shall be submitted to the Board of Directors of the Association, which shall conduct a hearing and render a decision

in writing, which shall be binding on all owners and other parties with an interest in the Project.

8.5 Zoning Compliance. In addition to the restrictions in section 8, the use of any Unit or structure on the Property must satisfy the requirements of the zoning ordinances of the municipality where the Project is located in effect at the time of the contemplated use unless a variance for the use is obtained from a unit of government with jurisdiction over the use of the Unit and Property.

8.6 Rules of Conduct. Additional rules and regulations consistent with the Act, the Master Deed, and these Bylaws concerning the use of Units and Common Elements may be promulgated and amended by the Board. Copies of the rules and regulations must be furnished by the Board to each Owner at least 10 days before their effective date and may be revoked at any time by the affirmative vote of the Board or 60 percent or more of all Owners.

8.7 Enforcement by Developer. The Project shall at all times be maintained in a manner consistent with the highest standards of a private residential community used and occupied for the benefit of the Owners and all other persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligations to maintain, repair, replace, and landscape in a manner consistent with the maintenance of such standards, Developer, or any person to whom it assigns this right, may, at its option, elect to maintain, repair, or replace any Common Elements or to do any landscaping required by these Bylaws and to charge the cost to the Association as an expense of administration. Developer shall have the right to enforce these Bylaws throughout the Development and Sales Period, and this right of enforcement shall include (without limitation) an action to restrain the Association or any Owner from any prohibited activity.

8.8 Owner Enforcement. An aggrieved Owner will also be entitled to compel enforcement of the Condominium Documents by an action for injunctive relief or damages against the Association, its officers, or another Owner in the Project.

8.9 Remedies on Breach. In addition to the remedies granted by section 5.5 for the collection of assessments, the Association shall have the right, in the event of a violation of the restrictions on use and occupancy imposed by this section 8, to enter the Unit and to remove or correct the cause of the violation. The entry will not constitute a trespass, and the Owner of the Unit will reimburse the Association for all costs of the removal or correction. Failure to enforce any of the restrictions in this section will not constitute a waiver of the right of the Association to enforce restrictions in the future.

8.10 Reserved Rights of Developer. The restrictions in this section shall not apply to the commercial activities of Developer during the Development and Sale Period. Developer shall also have the right to maintain a sales office, advertising display sign, storage areas, and reasonable parking incident to its sales efforts and to reasonable access to, from, and over the Property to enable development and sale of the entire Project.

8.11 Assignment and Succession. Developer may be assigned any of the rights granted to or reserved by it in the Condominium Documents or by law to any other entity or to the Association. Any assignment or transfer shall be made by an appropriate

document in writing, signed by Developer and recorded in the register of deeds office for the county where the Project is located. On qualification, the assignee will have the same rights and powers as those granted to or reserved by Developer in the Condominium Documents.

Section 9. MORTGAGES

9.1 Notice to the Association. Any Owner who mortgages a Unit shall notify the Association of the name and address of the mortgagee (in this section, the Mortgagee), and the Association will maintain this information. The information relating to Mortgagees will be made available to Developer or its successors as needed to obtain consent from or give notice to Mortgagees concerning actions requiring consent from or notice to Mortgagees under the Condominium Documents or the Act.

9.2 Insurance. The Association shall notify each of the Mortgagees of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief, with the amounts of the coverage.

9.3 Rights of Mortgagees. Except as otherwise required by applicable law or regulations, a Mortgagee of a Unit will be granted the following rights:

a. **Inspection and Notice.** On written request to the Association, a Mortgagee will be entitled (i) to inspect the books and records relating to the Project on reasonable notice, (ii) to receive a copy of the annual financial statement that is distributed to Owners; (iii) to notice of any default under the Condominium Documents by its mortgagor in the performance of the mortgagor's obligations that is not cured within 30 days; and (iv) to notice of all meetings of the Association and its right to designate a representative to attend the meetings.

b. **Exemption from Restrictions.** A Mortgagee that comes into possession of a Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure shall be exempt from any option or right of first refusal on the sale or rental of the mortgaged Unit in the Condominium Documents.

9.4 Additional Notification. When notice is to be given to a Mortgagee, the Board of Directors shall also give such notice to the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans Administration, the Federal Housing Administration, the Farmer's Home Administration, the Government National Mortgage Association, and any other public or private secondary mortgage market entity participating in purchasing or guarantying mortgages of Units in the Condominium if the Board of Directors has notice of their participation.

Section 10. LEASES

10.1 Notice of Lease. An Owner, including Developer, who intends to lease a Unit shall disclose that fact in writing to the Association at least 10 days before presenting a lease form to the prospective tenant and, at the same time, shall supply the Association with a copy of the lease form. No Unit shall be leased for a period of less than 90 days without the prior written consent of the Association.

10.2 Terms of Lease. All occupants of a Unit shall comply with all the conditions of the Condominium Documents of the Project, and all lease and rental agreements must require compliance.

10.3 Remedies of the Association. If the Association determines that any non-Owner occupant has failed to comply with any conditions of the Condominium Documents, the Association may take the following action:

a. **Notice.** The Association shall notify the Owner by certified mail advising of the alleged violation by the non-Owner occupant.

b. **Investigation.** The Owner will have 15 days after receipt of the notice to investigate and correct the alleged breach by the non-Owner occupant or to advise the Association that a violation has not occurred.

c. **Legal Action.** If, after 15 days the Association believes that the alleged breach has not been cured or may be repeated, it may institute an action for eviction against the non-Owner occupant and a simultaneous action for money damages (in the same or in a separate action) against the Owner and the non-Owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this section may be by summary proceeding. The Association may hold both the non-Owner occupant and the Owner liable for any damages to the Common Elements caused by the Owner or the non-Owner occupant in connection with the Unit or the Project.

10.4 Liability for Assessments. If an Owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a non-Owner occupant occupying the Owner's Unit under a lease or rental agreement and the non-Owner occupant, after receiving such notice, shall deduct from rental payments due the Owner the full arrearage and future assessments as they fall due and pay them to the Association. Such deductions shall not be a breach of the lease agreement by the non-Owner occupant.

Section 11. TRANSFER OF UNITS

11.1 Unrestricted Transfers. An individual Owner may, without restriction under this section, sell, lease, give, devise, or otherwise transfer the Owner's Unit or any interest in the Unit to a spouse; to the Owner's child, parent, brother, sister, grandchild, descendant, or any one or more of them; or to any trustee of a trust for which the sole beneficiary is the Owner or a spouse, child, parent, brother, sister, grandchild, descendant, or any one or more of them. A partnership or corporation that owns a Unit may also transfer or convey the Unit or any interest in it to an individual partner or shareholder or to another entity owned and controlled by the transferor without restriction. Notice of any unrestricted transfer shall be given to the Association within five days following consummation of the transfer. The limitations set forth in this section 11.1 shall not apply to Developer, Developer's successors or assigns, or a residential builder.

11.2 Notice to the Association. Whenever an Owner proposes to sell, give, devise, or otherwise transfer the Owner's Unit or any interest in the Unit to any person or entity other than a person or an entity described in section 11.1, the Owner shall give the Association not less than 30 days' prior written notice of the proposed transfer, which

shall briefly describe the type of transfer proposed by the Owner and state the name and address of the proposed transferee. The notice shall also include a copy of the proposed terms of sale or other documents, if any, effecting the transfer.

11.3 First Option of the Association.

a. If an Owner proposes to sell a Unit or any interest in a Unit to a person or an entity other than a person or entity described in section 11.1, for a period of 30 days following the date notice of the proposed transfer is given to the Association, the Association shall have the right, at its option, to purchase the Unit or interest being sold from the Owner (the Transferring Party) on the terms described in the notice.

b. If an Owner proposes to make a gift of a Unit or any interest in a Unit to any person or entity other than a person or an entity described in section 11.1, for a period of 30 days following the date notice of the proposed transfer is given to the Association, the Association shall have the first right, at its option, to purchase the Unit or interest. The price to be paid by the Association for the Unit shall be agreed on by the Transferring Party and the Association or, if not promptly agreed on, shall be determined in accordance with the procedure set forth in section 11.3(d).

c. If an Owner dies and under applicable law the Owner's Unit or any interest in the Unit is subject to a probate proceeding, for three months after the appointment of a personal representative of the deceased Owner, the Association shall have the first right, at its option, to purchase the Unit either from the devisee named in the deceased Owner's will, if any, or from the appointed personal representative of the deceased Owner who is empowered or authorized to sell the Unit; the personal representative shall be deemed the Transferring Party. However, this option shall not apply to any transfer on the death of an Owner to a person or an entity described in section 11.1. The price to be paid by the Association for the Unit or interest shall be agreed on by the Association and the Transferring Party or, if not promptly agreed on, shall be determined in accordance with the procedure set forth in section 11.3(d).

d. If the price to be paid by the Association for a Unit or an interest in the Unit pursuant to subsections (b) or (c) is not promptly agreed on, the price shall be equal to the fair market value of the Unit or interest in the Unit as determined by an MAI appraiser mutually agreed on by the Transferring Party and the Association or, in the event of no prompt agreement on such an appraiser, by a majority decision of three MAI appraisers, one chosen by the Transferring Party, one chosen by the Association, and the third chosen by the other two selected appraisers. The cost of an appraiser or appraisers shall be paid one-half by the Transferring Party and one-half by the Association as a common expense.

11.4 Election Not to Exercise. The Board shall have authority, on behalf of and in the name of the Association, to elect not to exercise the options granted by this section and shall promptly give written notice of such an election to the Transferring Party. The Association shall be deemed to have elected not to exercise its option if either (a) the Association notifies the Transferring Party that it has elected not to exercise its option or

(b) the Association fails to notify the Transferring Party before the expiration of the applicable option period that the Association has elected to exercise its option.

If the Association elects not to exercise its option, in the case of a proposed sale or gift of a Unit or interest in a Unit, the Transferring Party may proceed to close the proposed transfer any time within 45 days after the election. After those 45 days, the transfer of the Unit or any interest in the Unit shall again become subject to the Association's option rights as provided in this section.

A certificate executed by the president, vice president, secretary, or other duly authorized officer of the Association certifying that the Association has elected not to exercise its option shall be conclusive evidence of that election. A certificate shall be furnished to the Owner on the Owner's compliance with the provisions of this section, provided that the Owner requests such a certificate from the Association in writing.

11.5 Election to Exercise. The Board shall have the authority to recommend to the Owners that the Association elect to exercise its option under this section as follows:

a. If the Board decides to recommend to the Owners that the Association elect to exercise its option, the Board shall call and hold a meeting of all the Owners within 20 days following its determination to make that recommendation, to vote on whether the Association will exercise its option. If Owners owning not less than 60 percent in number and in value, by affirmative vote at the meeting or by written proxy or consent, elect to exercise the Association's option, the Board shall promptly give written notice of the election to the Transferring Party.

b. The Association shall be deemed to have exercised its option if it tenders the required sum of money to the Transferring Party within the option period stated above.

11.6 Purchase at Judicial Sale. The Board shall have the power and authority to bid and purchase, for and on behalf of the Association, any Unit at a sale pursuant to a mortgage foreclosure, a foreclosure of the lien for common expenses under the Act, or an order or a direction of a court or at any other involuntary sale on the consent or approval of the Owners owning not less than 60 percent in number and in value. The consent shall include a maximum price that the Board or its duly authorized agent may bid and pay for the Unit.

11.7 Financing of Purchase. The Board shall have authority to make mortgage arrangements and financing arrangements as authorized by the vote of the Owners to close and consummate the purchase of a Unit by the Association. No such financing arrangement may be secured by an encumbrance on any interest in the Project other than the Unit to be purchased and the limited common elements appurtenant to the Unit.

11.8 Miscellaneous.

- a. A transfer of a Unit to the Association or the holder of any mortgage on a Unit that comes into possession of the mortgaged Unit in the manner provided by section 5 or 9 shall not be subject to the provisions of this section.
- b. The Association shall hold title to any Unit acquired pursuant to this section in the name of the Association or a nominee delegated by the Board for the sole benefit of all Owners. The Board shall have the authority at any time to sell, lease, or sublease the Unit on behalf of the Association on whatever terms the Board deems desirable, but in no event shall a Unit be sold for less than the amount paid by the Association to purchase the Unit unless Owners owning not less than 60 percent in number and in value first authorize the sale for a lesser amount.
- c. The provisions of this section with respect to the Association's option rights shall be and remain in full force and effect until the Project as a whole is sold unless the provisions of this section are sooner rescinded or amended by the Owners.
- d. If any transfer of a Unit is made or attempted without complying with the provisions of this section, the grantee's interest in the Unit shall remain subject to the exercise by the Association of its option after the transfer, and the transfer shall be further subject to each and all of the rights and options of and remedies and actions available to the Association.
- e. Except as otherwise provided in the Master Deed or in these Bylaws, in the event of any transfer of a Unit or any interest in the Unit, the transferee shall be jointly and severally liable with the transferor for all unpaid assessments of the transferor accrued and payable before the date of transfer.

Section 12. ARBITRATION

12.1 Submission to Arbitration. Any dispute, claim, or grievance arising out of or relating to the interpretation or application of the Master Deed, Bylaws, or other Condominium Documents and any disputes, claims, or grievances arising among or between Owners or between Owners and the Association may, on the election and written consent of the parties to the dispute, claim, or grievance and written notice to the Association, be submitted to arbitration; and the parties shall accept the arbitrator's decision and award as final and binding. The Arbitration Rules for the Real Estate Industry of the American Arbitration Association, as amended and in effect from time to time, shall apply to all such arbitrations.

12.2 Disputes Involving Developer. A contract to settle by arbitration may also be executed by Developer and any claimant for any claim against Developer that might be the subject of a civil action, provided as follows:

- a. **Buyer's Option.** At the exclusive option of a Buyer or an Owner in the Project, Developer shall execute a contract to settle by arbitration any claim that might be the subject of a civil action against Developer that involves an amount

less than \$2,500 and arises out of or relates to a purchase agreement, a Unit, or the Project.

b. **The Association's Option.** At the exclusive option of the Association of Owners, Developer shall execute a contract to settle by arbitration any claim that might be the subject of a civil action against Developer that arises out of or relates to the Common Elements of the Project if the amount of the claim is \$10,000 or less.

12.3 Preservation of Rights. Election by any Owner or by the Association to submit any dispute, claim, or grievance to arbitration shall preclude that party from litigating the dispute, claim, or grievance in the courts. Except as provided in this section, however, all interested parties shall be entitled to petition the courts to resolve any dispute, claim, or grievance in the absence of an election to arbitrate.

Section 13. COVENANT TO BUILD AND OPTION TO PURCHASE

13.1 Intentionally omitted.

13.2 Option to Repurchase. If construction of a residence on the Unit does not commence within the 24-month period allowed by section 13.1, Developer will have the option to repurchase the Unit at any time after the expiration of the period for construction, provided that construction has not then begun, by payment to the Owner of the purchase price paid by the Owner or the Owner's predecessors to Developer when the Owner acquired the Unit. Developer may exercise this option by giving written notice to the Owner, and the repurchase shall be closed within 10 days from the date of the notice. At closing, Developer will pay the purchase price to the Owner, and the Owner will deliver to Developer a warranty deed free and clear of all liens and encumbrances other than those reflected on the original title policy under which the Owner received title. This option shall run with the land.

13.3 Right of First Refusal. If an Owner does not construct a residence on the Unit and desires to sell, assign, transfer, or convey the Unit to another party within five years from the date of receiving a deed or land contract from Developer, Developer shall have an option to repurchase the Unit for a purchase price at the lesser of the price for which the Owner proposes to transfer the Unit to another party or the purchase price paid by the Owner or the Owner's predecessors to Developer.

13.4 Exercise of Refusal Right. Developer shall have 30 days from the date of receiving notice from the Owner of the latter's intention to sell, transfer, or convey the Unit in which to elect to repurchase. The option may be exercised by giving written notice to the Owner, and the repurchase shall be closed within 10 days from the date of the notice. At closing, Developer will pay the purchase price to the Owner, and the owner shall deliver to Developer a warranty deed clear of all liens and encumbrances other than those reflected on the original title policy under which the Owner received title to the Unit. This option shall run with the land, and if the Owner breaches it, Developer will have the right to acquire the Unit from a subsequent buyer on the same price and terms, commencing on the date Developer learns of the transfer and expiring 90 days later.

13.5 Modification of Terms. The provisions of this section 13 may be waived in writing by Developer or may be modified by a written agreement between the Owner and Developer.

Section 14. OTHER PROVISIONS

14.1 Definitions. All terms used in these Bylaws will have the same meaning assigned by the Master Deed to which the Bylaws are attached or as defined in the Act.

14.2 Severability. If any of the terms, provisions, or covenants of these Bylaws or of any Condominium Document are held to be partially or wholly invalid or unenforceable for any reason, that holding shall not affect, alter, modify, or impair any of the other terms, provisions, or covenants of the documents or the remaining portions of any terms, provisions, or covenants held to be partially invalid or unenforceable.

14.3 Notices. Notices provided for in the Act, Master Deed, or Bylaws shall be in writing and shall be addressed to the Association at its registered office in the State of Michigan and to any Owner at the address in the deed of conveyance or at another address subsequently provided. The Association may designate a different address for notices to it by giving written notice of the change of address to all Owners. Any Owner may designate a different address for notices by giving written notice to the Association. Notices addressed as above shall be deemed delivered when mailed by U.S. mail with postage prepaid or when delivered in person.

14.4 Amendment. These Bylaws may be amended, altered, changed, added to, or repealed only in the manner prescribed by section 9 of the Master Deed.

14.5 Conflicting Provisions. In the event of a conflict between the Act (or other laws of the State of Michigan) and any Condominium Document, the Act (or other laws of the State of Michigan) shall govern. In the event of a conflict between the provisions of any one or more of the Condominium Documents themselves, the following order of priority shall be applied, and the provisions of the document having the highest priority shall govern:

1. the Master Deed, including the Condominium Subdivision Plan but excluding these Bylaws
2. these Condominium Bylaws
3. the Articles of Incorporation of the Association
4. the Association Bylaws
5. the Rules and Regulations of the Association
6. the Disclosure Statement

**EXHIBIT B TO
MASTER DEED EAGLE RIDGE AT MORGAN LAKE**

CONDOMINIUM SUBDIVISION PLAN


OAKLAND COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 2169
EXHIBIT "B" TO THE MASTER DEED OF
EAGLE RIDGE AT MORGAN LAKE
INDEPENDENCE TOWNSHIP
OAKLAND COUNTY, MICHIGAN

OWNER/DEVELOPER

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

ENGINEER

HENNESSEY



ENGINEERS, INC

ENGINEERING THE FUTURE.
13500 REECK ROAD
SOUTHGATE, MI 48195
(734) 759-1600
FAX (734) 282-6566

SURVEYOR

ROBERT E. HORNYAK, P.S.
HENNESSEY ENGINEERS, INC.
13500 REECK ROAD
SOUTHGATE, MI 48195

LEGAL DESCRIPTION

PART OF THE SOUTHEAST 1/4 OF SECTION 25 AND THE NORTHEAST 1/4 OF SECTION 36, TOWN 4 NORTH, RANGE 9 EAST, INDEPENDENCE TOWNSHIP, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 25; THENCE SOUTH 87 DEGREES 29 MINUTES 25 SECONDS WEST 2675.13 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION TO THE CENTER OF SECTION 25; THENCE SOUTH 03 DEGREES 12 MINUTES 17 SECONDS EAST 2333.59 FEET ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 25 TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF MAYBEE ROAD (VARIABLE WIDTH) AND TO THE POINT OF BEGINNING; THENCE 230.09 FEET ALONG THE ARC OF A 593.00 FOOT RADIUS CURVE TO THE LEFT HAVING A CHORD BEARING NORTH 08 DEGREES 06 MINUTES 05 SECONDS EAST 228.64 FEET; THENCE NORTH 03 DEGREES 00 MINUTES 51 SECONDS WEST 650.90 FEET; THENCE NORTH 83 DEGREES 02 MINUTES 42 SECONDS EAST 494.33 FEET; THENCE SOUTH 62 DEGREES 08 MINUTES 51 SECONDS EAST 489.88 FEET; THENCE NORTH 72 DEGREES 17 MINUTES 26 SECONDS EAST 380.63 FEET; THENCE SOUTH 02 DEGREES 47 MINUTES 50 SECONDS EAST 1097.90 FEET; THENCE NORTH 87 DEGREES 31 MINUTES 58 SECONDS EAST 201.05 FEET; THENCE SOUTH 02 DEGREES 27 MINUTES 38 SECONDS EAST 645.22 FEET; THENCE SOUTH 87 DEGREES 32 MINUTES 22 SECONDS WEST 359.06 FEET; THENCE SOUTH 11 DEGREES 16 MINUTES 04 SECONDS EAST 824.59 FEET; THENCE 36.47 FEET ALONG THE ARC OF A 260.00 FOOT RADIUS CURVE TO THE RIGHT HAVING A CHORD BEARING NORTH 81 DEGREES 04 MINUTES 51 SECONDS EAST 36.44 FEET; THENCE SOUTH 04 DEGREES 54 MINUTES 04 SECONDS EAST 60.00 FEET; THENCE 149.06 FEET ALONG THE ARC OF A 200.00 FOOT RADIUS CURVE TO THE LEFT HAVING A CHORD BEARING SOUTH 63 DEGREES 44 MINUTES 51 SECONDS WEST 145.64 FEET; THENCE 23.30 FEET ALONG THE ARC OF A 98.22 FOOT RADIUS CURVE TO THE LEFT HAVING A CHORD BEARING SOUTH 37 DEGREES 31 MINUTES 40 SECONDS WEST 23.25 FEET; THENCE 19.48 FEET ALONG THE ARC OF A 86.77 FOOT RADIUS CURVE TO THE RIGHT HAVING A CHORD BEARING SOUTH 37 DEGREES 09 MINUTES 33 SECONDS WEST 19.44 FEET; THENCE SOUTH 54 DEGREES 21 MINUTES 57 SECONDS EAST 130.53 FEET; THENCE SOUTH 02 DEGREES 27 MINUTES 38 SECONDS EAST 479.34 FEET; THENCE SOUTH 87 DEGREES 31 MINUTES 58 SECONDS WEST 1264.26 FEET TO THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 36; THENCE NORTH 02 DEGREES 36 MINUTES 30 SECONDS WEST 2167.33 FEET ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 36 TO THE NORTH 1/4 CORNER OF SAID SECTION 36, ALSO BEING THE SOUTH 1/4 CORNER OF SAID SECTION 25; THENCE NORTH 03 DEGREES 12 MINUTES 17 SECONDS WEST 330.82 FEET ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 25 TO THE POINT OF BEGINNING, CONTAINING 99.73 ACRES OF LAND, MORE OR LESS.

LEGAL DESCRIPTION - FUTURE DEVELOPMENT AREA

PART OF THE NORTHEAST 1/4 OF SECTION 36, TOWN 4 NORTH, RANGE 9 EAST, INDEPENDENCE TOWNSHIP, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 25; THENCE SOUTH 87 DEGREES 29 MINUTES 25 SECONDS WEST 2675.13 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION TO THE CENTER OF SECTION 25; THENCE SOUTH 03 DEGREES 12 MINUTES 17 SECONDS EAST 2664.41 FEET ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 25 TO THE SOUTH 1/4 CORNER OF SAID SECTION 25, ALSO BEING THE NORTH 1/4 CORNER OF SAID SECTION 36; THENCE SOUTH 02 DEGREES 36 MINUTES 30 SECONDS EAST 2167.33 FEET ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 36 TO THE POINT OF BEGINNING; THENCE NORTH 87 DEGREES 31 MINUTES 58 SECONDS EAST 1264.26 FEET; THENCE NORTH 02 DEGREES 27 MINUTES 38 SECONDS WEST 479.34 FEET; THENCE NORTH 54 DEGREES 21 MINUTES 57 SECONDS WEST 130.53 FEET; THENCE 19.48 FEET ALONG THE ARC OF A 86.77 FOOT RADIUS CURVE TO THE LEFT HAVING A CHORD BEARING NORTH 37 DEGREES 09 MINUTES 33 SECONDS EAST 19.44 FEET; THENCE SOUTH 54 DEGREES 21 MINUTES 57 SECONDS EAST 130.53 FEET; THENCE SOUTH 02 DEGREES 27 MINUTES 38 SECONDS EAST 479.34 FEET; THENCE SOUTH 87 DEGREES 31 MINUTES 58 SECONDS WEST 1264.26 FEET TO THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 36; THENCE NORTH 02 DEGREES 36 MINUTES 30 SECONDS WEST 2167.33 FEET ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 36 TO THE NORTH 1/4 CORNER OF SAID SECTION 36, ALSO BEING THE SOUTH 1/4 CORNER OF SAID SECTION 25; THENCE NORTH 03 DEGREES 12 MINUTES 17 SECONDS WEST 330.82 FEET ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 25 TO THE POINT OF BEGINNING, CONTAINING 99.73 ACRES OF LAND, MORE OR LESS.

ATTENTION: OAKLAND COUNTY REGISTER OF DEEDS.
THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE. WHEN A NUMBER HAS BEEN ASSIGNED TO THIS PROJECT, IT SHALL BE PROPERLY SHOWN IN THE TITLE ON THIS SHEET AND IN THE SURVEYORS CERTIFICATE ON SHEET 2.

SHEET INDEX

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- 3 SURVEY PLAN
- 4 SURVEY PLAN
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- 6 WATER MAIN AND GAS LINE EASEMENT PLAN
- 7 SANITARY SEWER EASEMENT PLAN
- 8 SANITARY SEWER EASEMENT PLAN
- 9 PUBLIC UTILITY EASEMENT PLAN
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EAGLE RIDGE AT
MORGAN LAKE

PREPARED BY:
HENNESSEY ENGINEERS, INC.
13500 REECK ROAD
SOUTHGATE, MI 48195

COVER SHEET

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

EAST-WEST 1/4 LINE
SECTION 25

NORTH-SOUTH 1/4 LINE
SECTION 25

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

P.O.B.

SOUTH 1/4 CORNER, SECTION 25
NORTH 1/4 CORNER, SECTION 36
TOWN 4 NORTH, RANGE 9 EAST
INDEPENDENCE TOWNSHIP
L. 15305, P. 858
(CORNER REMOVED DURING
CONSTRUCTION)

NORTH-SOUTH 1/4 LINE
SECTION 36

P.O.B.
FUTURE
DEVELOPMENT

EAGLE RIDGE AT MORGAN LAKE
99.73 ACRES±

FUTURE DEVELOPMENT AREA
115.05 ACRES±

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	260.00'	36.47'	36.44'	N81°04'51"E	08°02'11"
C2	200.02'	149.06'	145.64'	S63°44'51"W	42°41'55"
C3	98.22'	23.30'	23.25'	S37°31'40"W	13°35'39"
C4	86.77'	19.48'	19.44'	S37°09'33"W	12°51'57"

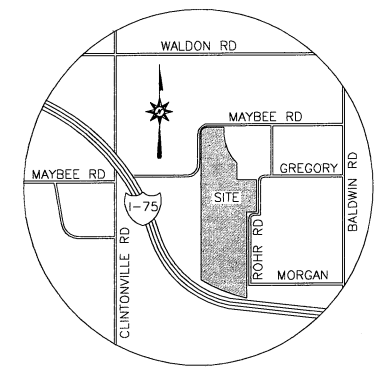
FLOOD NOTE:
THE SUBJECT PARCEL IS NOT LOCATED
IN A SPECIAL FLOOD HAZARD AREA,
AS SHOWN ON FEMA FLOOD
INSURANCE RATE MAP 26125C0352F
AND 26125C0354F, WITH AN EFFECTIVE
DATE OF SEPTEMBER 29, 2006.

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

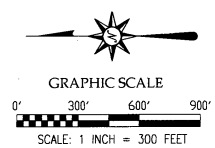
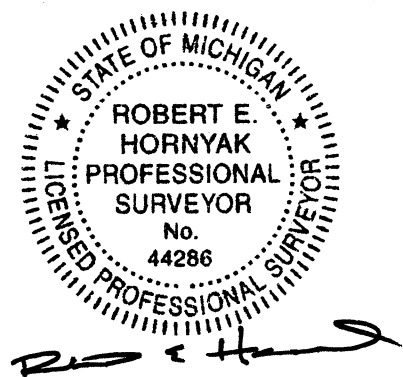
EAGLE RIDGE AT
MORGAN LAKE

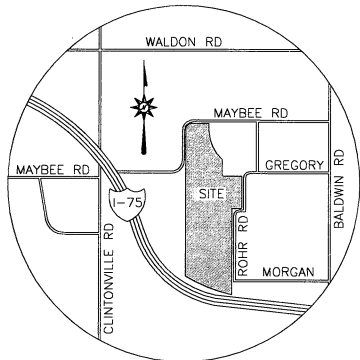
PREPARED BY:
HENNESSEY ENGINEERS, INC.
13500 REECK ROAD
SOUTHGATE, MI 48195

OVERALL PLAN



LOCATION MAP
NOT TO SCALE





LOCATION MAP
NOT TO SCALE

LEGEND

- ① NUMBER FOR CURVE DATA
- SECTION CORNER
- FOUND CONC. MONUMENT
- 4" DIAMETER CONCRETE MONUMENTS
36" LONG WITH 1/2" DIAMETER
STEEL BARS ARE INDICATED BY "o".
- BOUNDARY

REFERENCE MONUMENTS SET, AS
INDICATED ON THE DRAWING, ARE A
RESULT OF SOME OF THE DEVELOPMENT
PARCEL CORNERS BEING LOCATED IN A
WETLAND AREA.

SEE SHEETS 5 THROUGH 10 FOR
EASEMENTS.

SURVEYOR CERTIFICATE

I, ROBERT E. HORNYAK, PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY:
THAT THE SUBDIVISION PLAN KNOWN AS THE EAGLE RIDGE AT MORGAN LAKE, OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 2169 AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER OUR DIRECTION, THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED.
THAT THE REQUIRED MONUMENTS AND IRON MARKERS WILL BE LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.
THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.
THAT THE BEARINGS, AS SHOWN, ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

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

EAST-WEST 1/4 LINE
SECTION 25

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

ROBERT E. HORNYAK, P.S.
PROFESSIONAL SURVEYOR
LICENSE No. 44286
HENNESSEY ENGINEERS, INC.
13500 REECK ROAD
SOUTHGATE, MICHIGAN 48195
734-759-1600

DATE

BENCHMARK:
ARROW ON HYDRANT
NORTHEAST CORNER OF GOLF CLASSIC
DRIVE AND MAYBEE ROAD
ELEV: 1000.16 (NAVD29)



GRAPHIC SCALE
0' 100' 200' 300'
SCALE: 1 INCH = 100 FEET

BASIS OF BEARING:
BEARINGS ARE BASED ON THE STATE
PLANE COORDINATE SYSTEM OF 1983,
MICHIGAN SOUTH ZONE (2113), HARN
ADJUSTMENT OF 1983
PROPOSED DATED DECEMBER 1, 2014

EAGLE RIDGE AT
MORGAN LAKE

PREPARED BY:
HENNESSEY ENGINEERS, INC.
13500 REECK ROAD
SOUTHGATE, MI 48195

SURVEY PLAN

SHEET 3

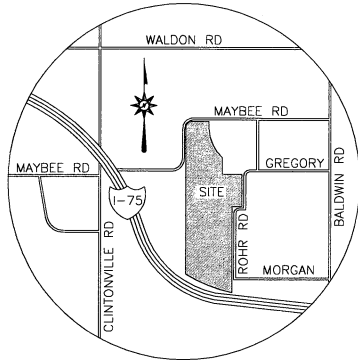
UNPLATTED

UNPLATTED

99.73 ACRES±



MATCHLINE - SHEET 4



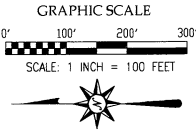
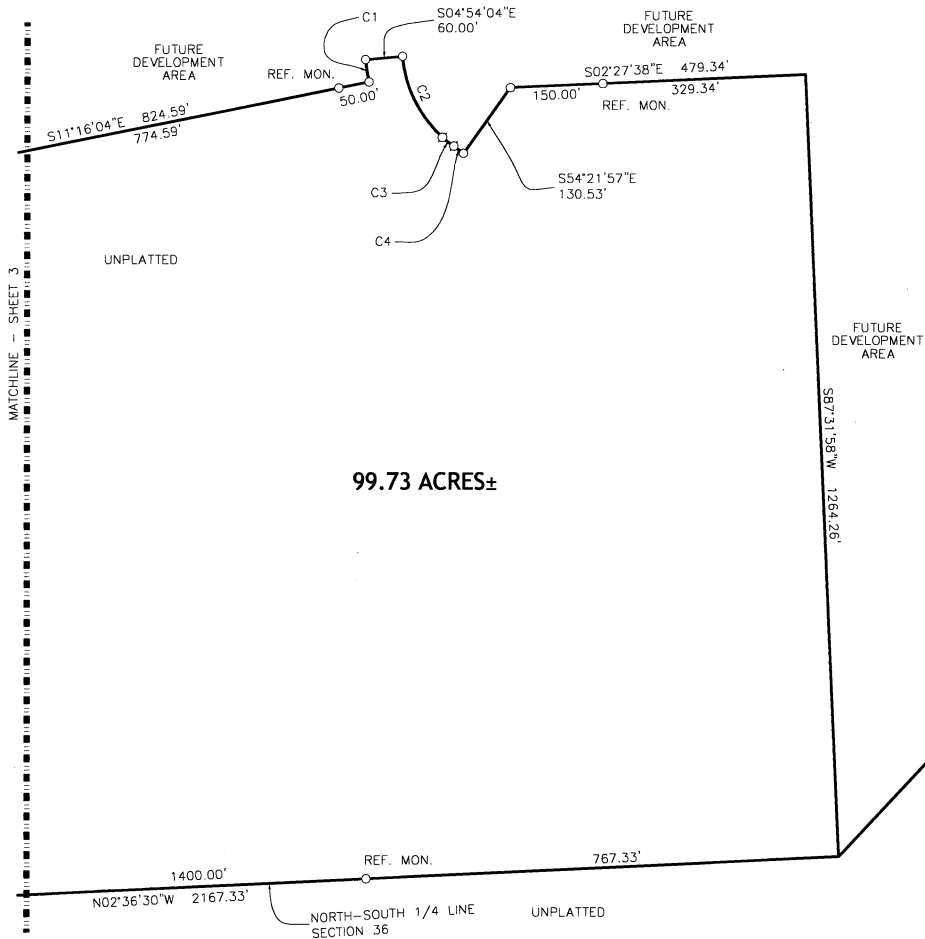
LOCATION MAP
NOT TO SCALE

LEGEND

- (C1) NUMBER FOR CURVE DATA
- SECTION CORNER
- FOUND CONC. MONUMENT
- 4" DIAMETER CONCRETE MONUMENTS
36" LONG WITH 1/2" DIAMETER
STEEL BARS ARE INDICATED BY "o".
- BOUNDARY

REFERENCE MONUMENTS SET, AS
INDICATED ON THE DRAWING, ARE A
RESULT OF SOME OF THE DEVELOPMENT
PARCEL CORNERS BEING LOCATED IN A
WETLAND AREA.

SEE SHEETS 5 THROUGH 10 FOR
EASEMENTS.



SURVEYOR CERTIFICATE

I, ROBERT E. HORNYAK, PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY:
THAT THE SUBDIVISION PLAN KNOWN AS THE EAGLE RIDGE AT MORGAN LAKE, OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. _____ AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER OUR DIRECTION, THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED.
THAT THE REQUIRED MONUMENTS AND IRON MARKERS WILL BE LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.
THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.
THAT THE BEARINGS, AS SHOWN, ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

Robert E. Hornyak 12/14/12

ROBERT E. HORNYAK, P.S.
PROFESSIONAL SURVEYOR
LICENSE No. 44286
HENNESSEY ENGINEERS, INC.
13500 REECK ROAD
SOUTHGATE, MICHIGAN 48195
734-759-1600

DATE

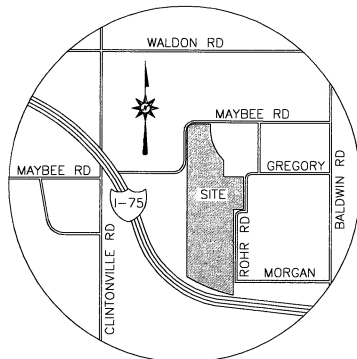
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	260.00'	36.47'	36.44'	S81°04'51"W	08°02'11"
C2	200.02'	149.06'	145.64'	N63°44'51"E	42°41'55"
C3	98.22'	23.30'	23.25'	N37°31'40"E	13°35'39"
C4	86.77'	19.48'	19.44'	N37°09'33"E	12°51'57"

BASIS OF BEARING:
BEARINGS ARE BASED ON THE STATE
PLANE COORDINATE SYSTEM OF 1983,
MICHIGAN SOUTH ZONE (2113), HARN
ADJUSTMENT OF 1983
PROPOSED DATED DECEMBER 1, 2014

EAGLE RIDGE AT
MORGAN LAKE

PREPARED BY:
HENNESSEY ENGINEERS, INC.
13500 REECK ROAD
SOUTHGATE, MI 48195

SURVEY PLAN



LOCATION MAP
NOT TO SCALE

LEGEND

- (C) NUMBER FOR CURVE DATA
- SECTION CORNER
- FOUND CONC. MONUMENT
- 4" DIAMETER CONCRETE MONUMENTS
36" LONG WITH 1/2" DIAMETER
STEEL BARS ARE INDICATED BY "o".
- BOUNDARY

NOTES:

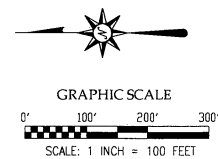
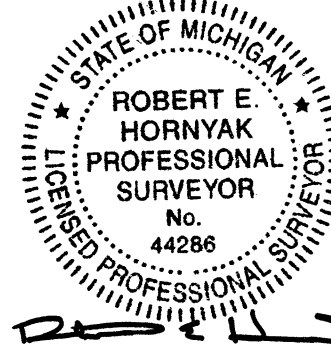
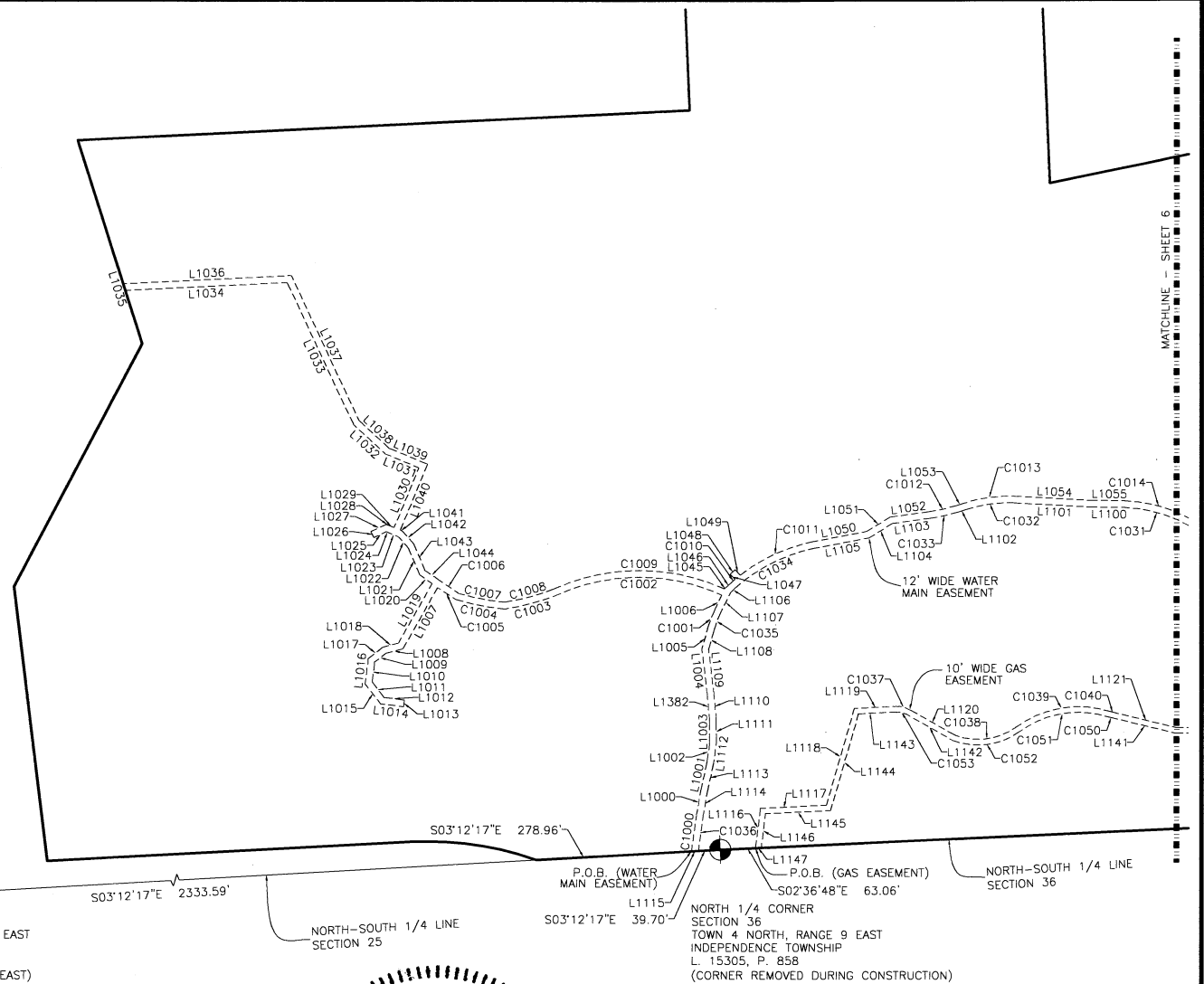
1. REFER TO SHEET 21 FOR LINE DATA
2. REFER TO SHEET 24 FOR CURVE DATA

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

EAST-WEST 1/4 LINE
SECTION 25

S87°29'25"W 2675.13'

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

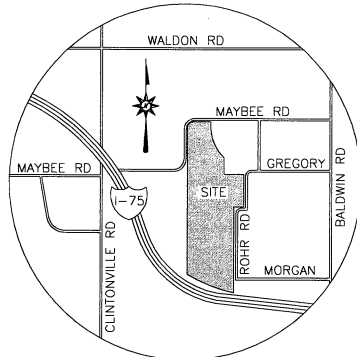


BASIS OF BEARING:
BEARINGS ARE BASED ON THE STATE
PLANE COORDINATE SYSTEM OF 1983,
MICHIGAN SOUTH ZONE (2113), HARN
ADJUSTMENT OF 1983
PROPOSED DATED DECEMBER 1, 2014

EAGLE RIDGE AT
MORGAN LAKE

PREPARED BY:
HENNESSEY ENGINEERS, INC.
13500 REECK ROAD
SOUTHGATE, MI 48195

WATER MAIN AND GAS
LINE EASEMENT PLAN



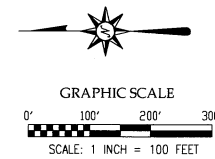
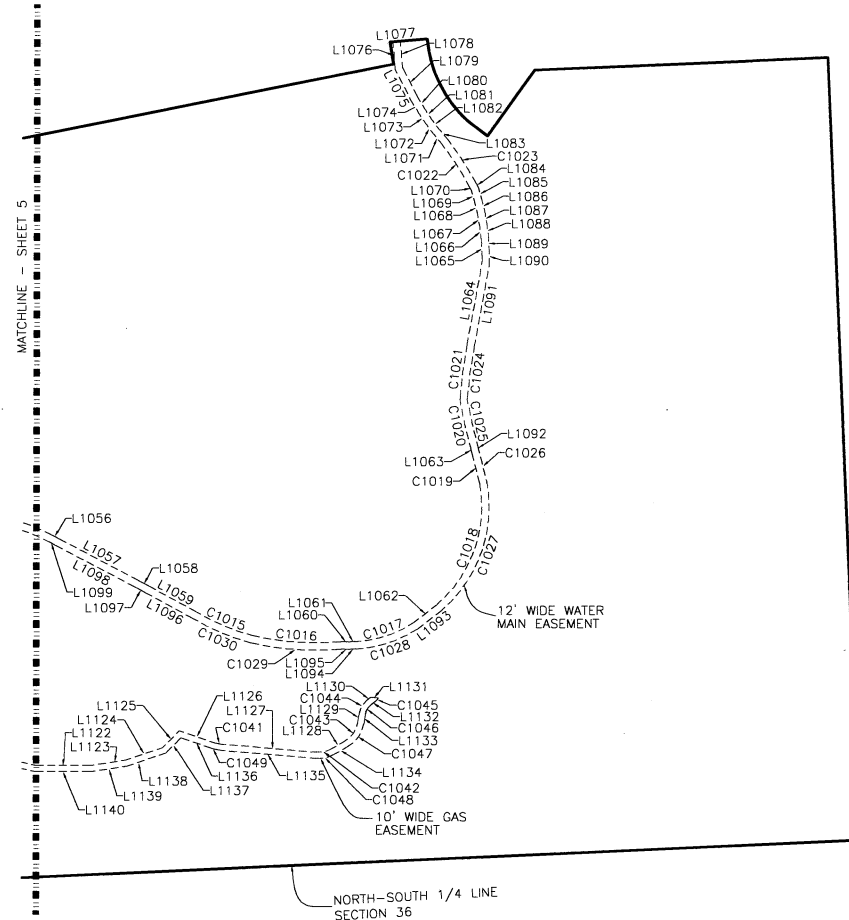
LOCATION MAP
NOT TO SCALE

LEGEND

- Ⓢ NUMBER FOR CURVE DATA
- ⊕ SECTION CORNER
- FOUND CONC. MONUMENT
- 4" DIAMETER CONCRETE MONUMENTS
36" LONG WITH 1/2" DIAMETER
STEEL BARS ARE INDICATED BY "o".
- BOUNDARY

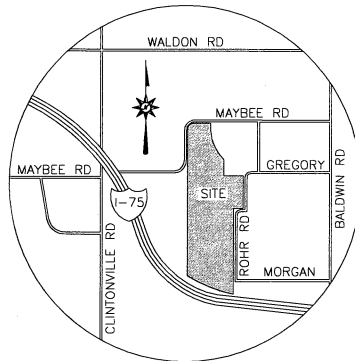
NOTES:

1. REFER TO SHEET 21 FOR LINE DATA
2. REFER TO SHEET 24 FOR CURVE DATA



BASIS OF BEARING:
BEARINGS ARE BASED ON THE STATE
PLANE COORDINATE SYSTEM OF 1983,
MICHIGAN SOUTH ZONE (2113), HARN
ADJUSTMENT OF 1983
PROPOSED DATED DECEMBER 1, 2014

EAGLE RIDGE AT
MORGAN LAKE
PREPARED BY:
HENNESSEY ENGINEERS, INC.
13500 REECK ROAD
SOUTHGATE, MI 48195
WATER MAIN AND GAS
LINE EASEMENT PLAN



LOCATION MAP
NOT TO SCALE

LEGEND

- (C) NUMBER FOR CURVE DATA
- SECTION CORNER
- FOUND CONC. MONUMENT
- 4" DIAMETER CONCRETE MONUMENTS
36" LONG WITH 1/2" DIAMETER
STEEL BARS ARE INDICATED BY "o".
- BOUNDARY

NOTES:

1. REFER TO SHEET 22 FOR LINE DATA
2. REFER TO SHEET 24 FOR CURVE DATA

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

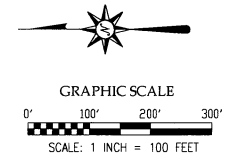
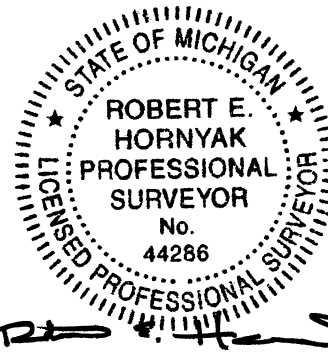
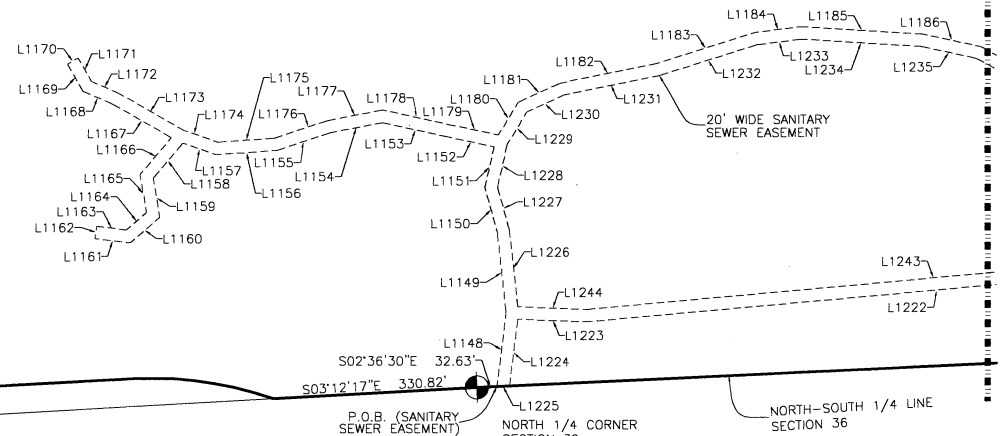
EAST-WEST 1/4 LINE
SECTION 25

S87°29'25"W 2675.13'

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

S03°12'17"E 2333.59'

NORTH-SOUTH 1/4 LINE
SECTION 25

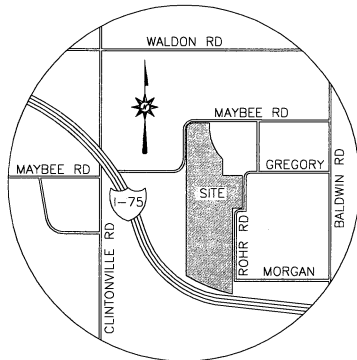


BASIS OF BEARING:
BEARINGS ARE BASED ON THE STATE
PLANE COORDINATE SYSTEM OF 1983,
MICHIGAN SOUTH ZONE (2113), HARN
ADJUSTMENT OF 1983
PROPOSED DATED DECEMBER 1, 2014

EAGLE RIDGE AT
MORGAN LAKE

PREPARED BY:
HENNESSEY ENGINEERS, INC.
13500 REECK ROAD
SOUTHGATE, MI 48195

SANITARY SEWER
EASEMENT PLAN



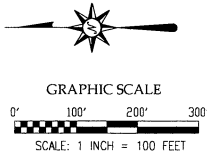
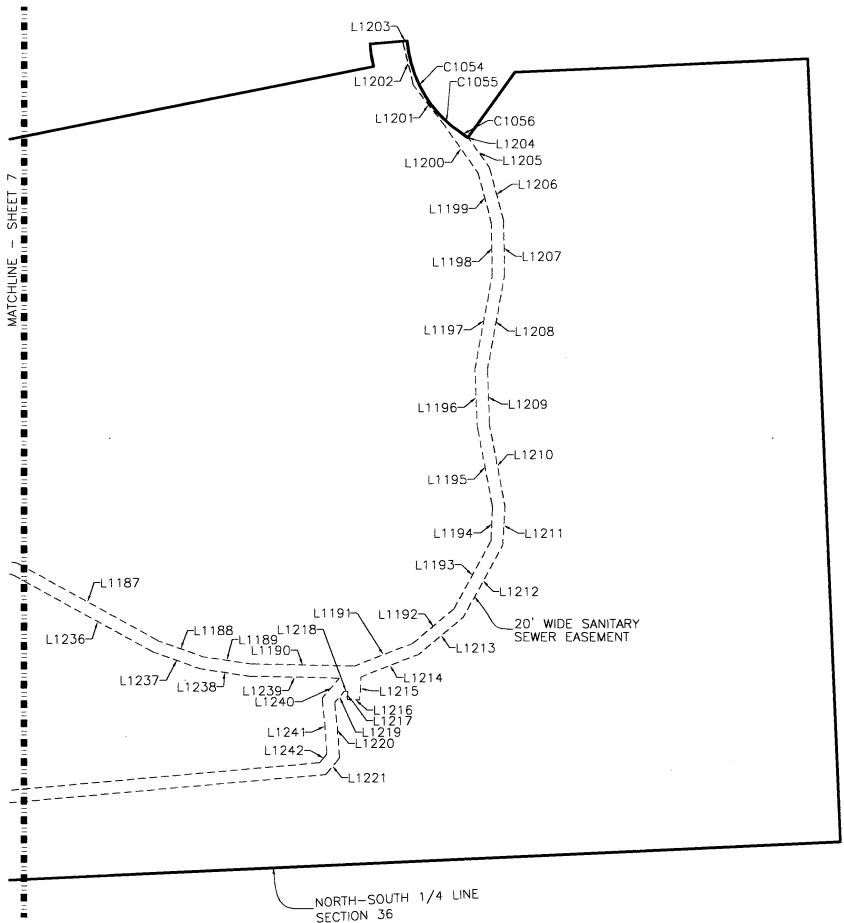
LOCATION MAP
NOT TO SCALE

LEGEND

- (C) NUMBER FOR CURVE DATA
- SECTION CORNER
- FOUND CONC. MONUMENT
- 4" DIAMETER CONCRETE MONUMENTS
36" LONG WITH 1/2" DIAMETER
STEEL BARS ARE INDICATED BY "o".
- BOUNDARY

NOTES:

- 1. REFER TO SHEET 22 FOR LINE DATA
- 2. REFER TO SHEET 24 FOR CURVE DATA

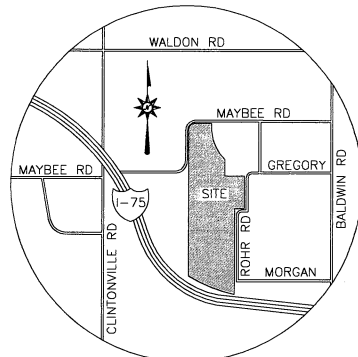


BASIS OF BEARING:
BEARINGS ARE BASED ON THE STATE
PLANE COORDINATE SYSTEM OF 1983,
MICHIGAN SOUTH ZONE (2113), HARN
ADJUSTMENT OF 1983
PROPOSED DATED DECEMBER 1, 2014

EAGLE RIDGE AT
MORGAN LAKE

PREPARED BY:
HENNESSEY ENGINEERS, INC.
13500 REECK ROAD
SOUTHGATE, MI 48195

SANITARY SEWER
EASEMENT PLAN



LOCATION MAP
NOT TO SCALE

LEGEND

- Ⓢ NUMBER FOR CURVE DATA
- ⊕ SECTION CORNER
- FOUND CONC. MONUMENT
- 4" DIAMETER CONCRETE MONUMENTS
36" LONG WITH 1/2" DIAMETER
STEEL BARS ARE INDICATED BY "o".
- BOUNDARY

NOTES:

1. REFER TO SHEET 22 FOR LINE DATA
2. REFER TO SHEET 24 FOR CURVE DATA

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

EAST-WEST 1/4 LINE
SECTION 25

S87°29'25"W 2675.13'

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

S03°12'17"E 2333.59'

NORTH-SOUTH 1/4 LINE
SECTION 25

S02°36'43"E 52.92'

S03°12'17"E 330.82'

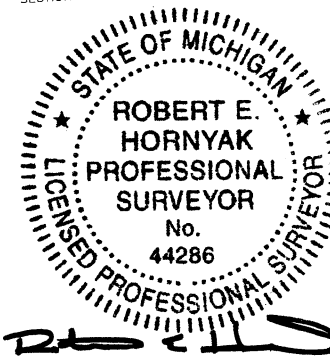
P.O.B. (PUBLIC
UTILITY EASEMENT)



GRAPHIC SCALE
0' 100' 200' 300'
SCALE: 1 INCH = 100 FEET

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

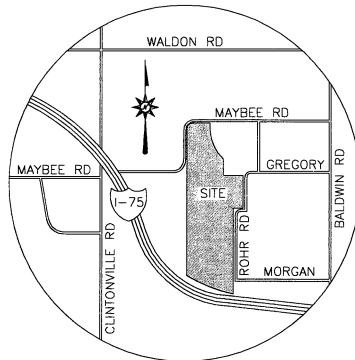
PROPOSED DATED DECEMBER 1, 2014



EAGLE RIDGE AT
MORGAN LAKE

PREPARED BY:
HENNESSEY ENGINEERS, INC.
13500 REBECK ROAD
SOUTHGATE, MI. 48195

PUBLIC UTILITY
EASEMENT PLAN



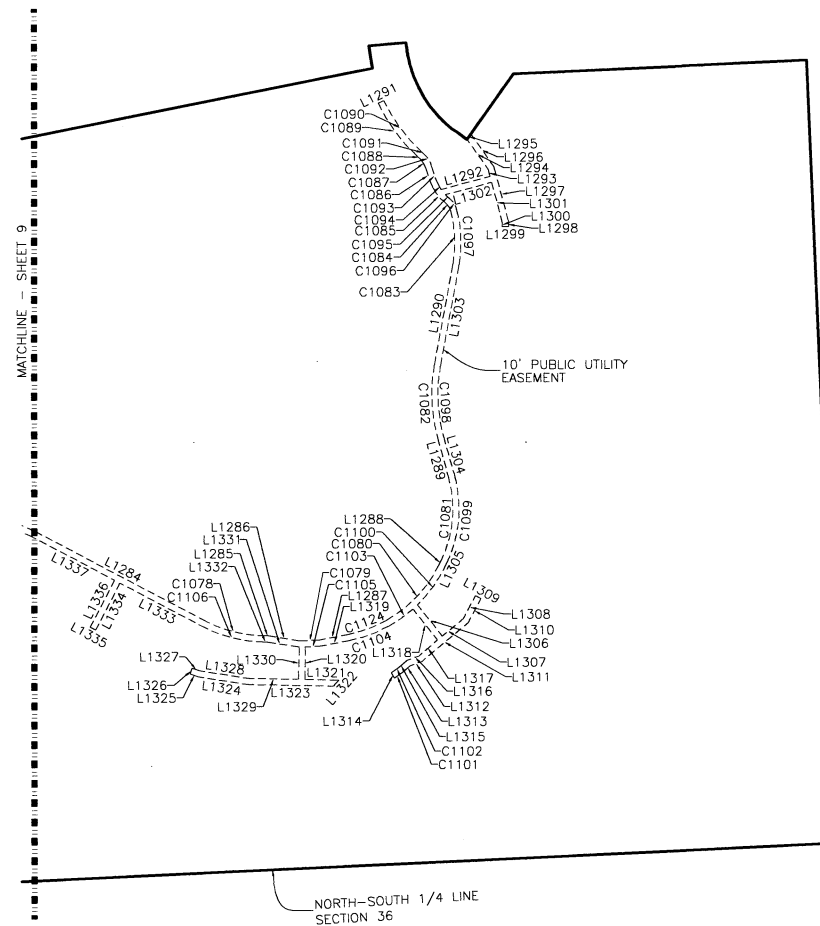
LOCATION MAP
NOT TO SCALE

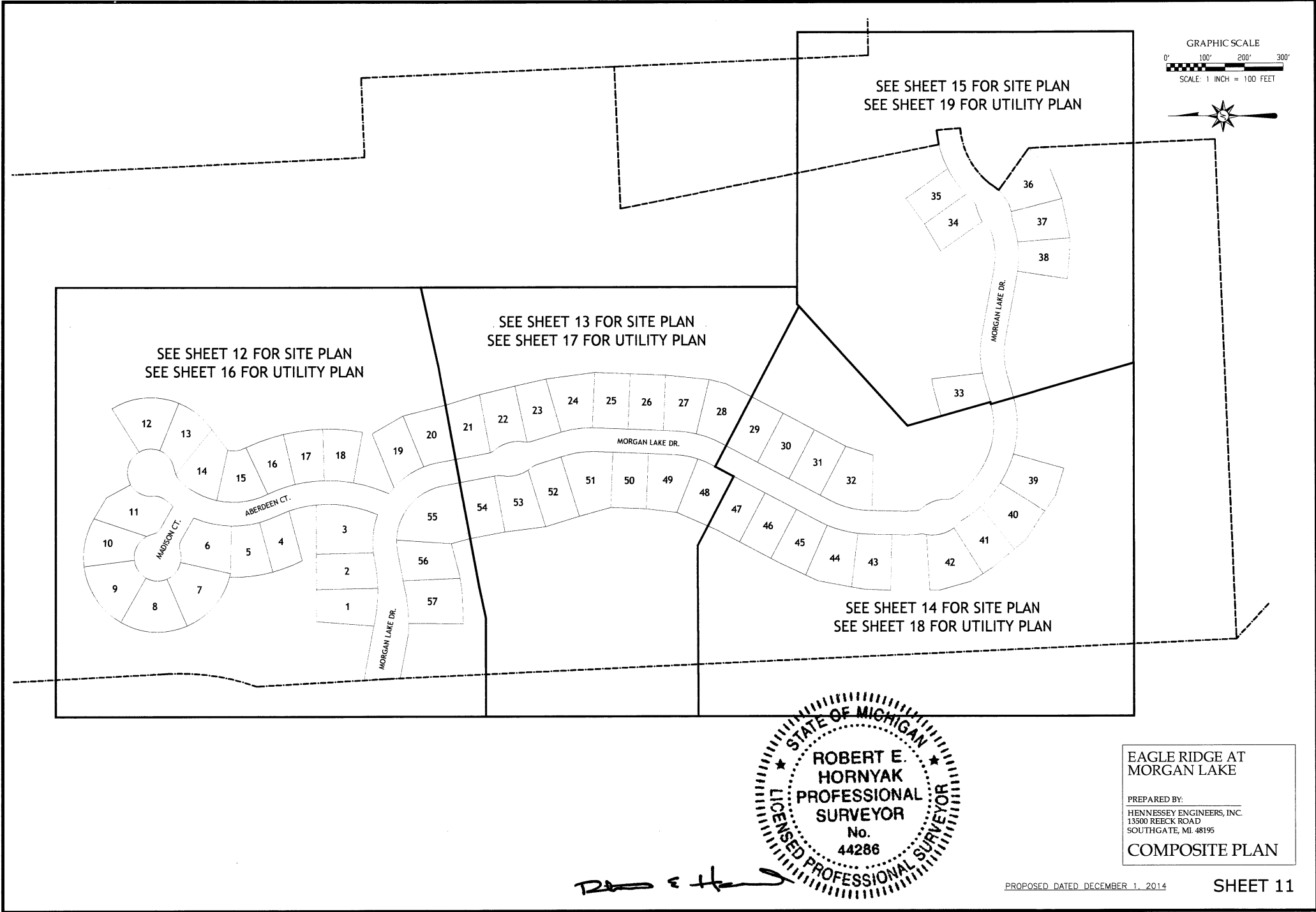
LEGEND

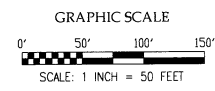
- (C) NUMBER FOR CURVE DATA
- SECTION CORNER
- FOUND CONC. MONUMENT
- 4" DIAMETER CONCRETE MONUMENTS
36" LONG WITH 1/2" DIAMETER
STEEL BARS ARE INDICATED BY "o".
- BOUNDARY

NOTES:

1. REFER TO SHEET 22 FOR LINE DATA
2. REFER TO SHEET 24 FOR CURVE DATA

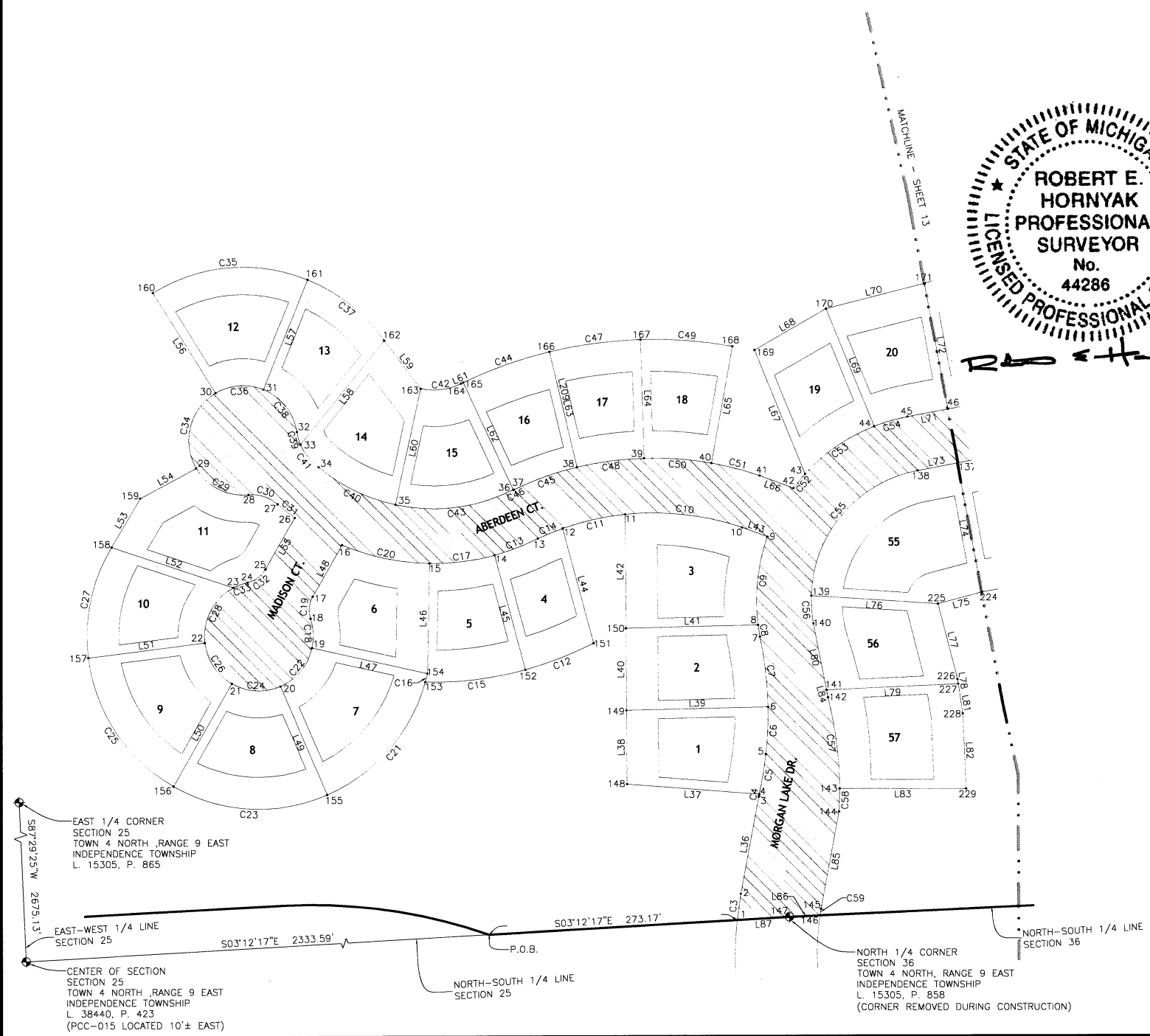






- NOTES:
1. REFER TO SHEET 20 FOR LINE DATA
 2. REFER TO SHEET 23 FOR CURVE DATA
 3. REFER TO SHEET 25 FOR COORDINATE DATA

UNIT	BUILDING ENVELOPE (SQ. FT.)	FRONT SETBACK (FT.)	SIDE SETBACK (FT.)	REAR SETBACK (FT.)
1	5524	35	10	35
2	5620	35	10	35
3	5640	35	10	35
4	5651	30	10	35
5	4566	30	10	35
6	4441	30	10	35
7	6186	30	10	35
8	6045	30	10	35
9	6042	30	10	35
10	4950	30	10	35
11	5134	30	10	35
12	6720	30	10	35
13	4886	30	10	35
14	5563	30	10	35
15	4712	25	10	40
16	4372	25	10	40
17	4372	30	10	35
18	4372	30	10	35
19	4821	35	10	35
20	5014	35	10	35
55	9140	35	10	35
56	8418	35	10	35
57	6547	35	10	35



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

EAST-WEST 1/4 LINE
SECTION 25
S03°12'17"E 273.17'

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

P.O.B.
NORTH-SOUTH 1/4 LINE
SECTION 25

NORTH 1/4 CORNER
SECTION 36
TOWN 4 NORTH, RANGE 9 EAST
INDEPENDENCE TOWNSHIP
L. 15305, P. 858
(CORNER REMOVED DURING CONSTRUCTION)

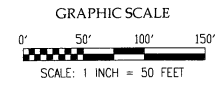
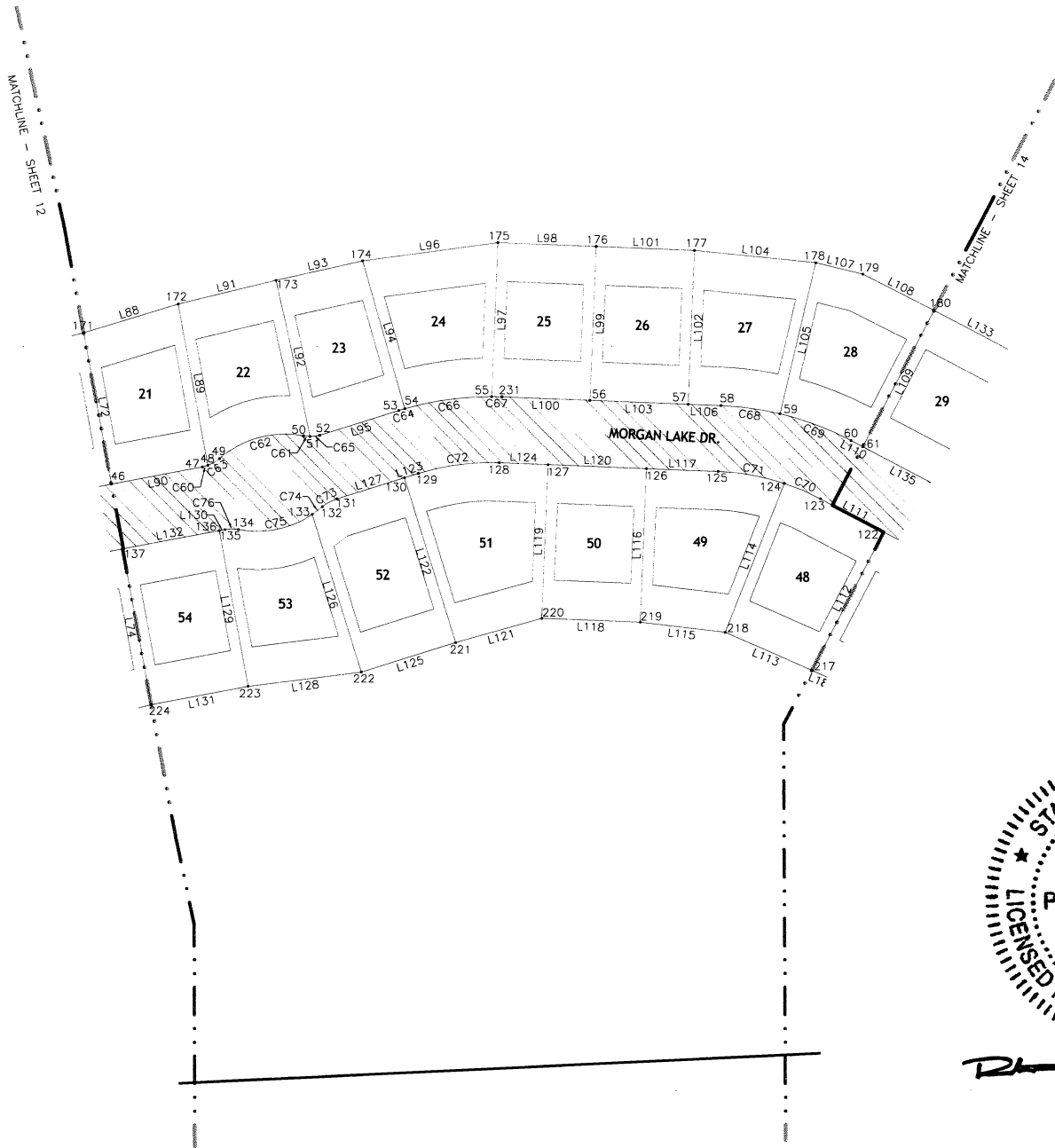
NORTH-SOUTH 1/4 LINE
SECTION 36

EAGLE RIDGE AT
MORGAN LAKE

PREPARED BY:
HENNESSEY ENGINEERS, INC.
13500 REECK ROAD
SOUTHGATE, MI 48195

SITE PLAN

PROPOSED DATED DECEMBER 1, 2014



GENERAL COMMON ELEMENT

NOTES:

1. REFER TO SHEET 20 FOR LINE DATA
2. REFER TO SHEET 23 FOR CURVE DATA
3. REFER TO SHEET 25 FOR COORDINATE DATA

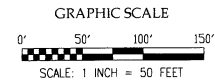
UNIT	BUILDING ENVELOPE SQ. FT.	FRONT SETBACK (FT.)	SIDE SETBACK (FT.)	REAR SETBACK (FT.)
21	5025	35	10	35
22	5014	35	10	35
23	4798	35	10	35
24	5464	35	10	35
25	4900	35	10	35
26	4900	35	10	35
27	5251	35	10	35
28	5251	35	10	35
29	5429	35	10	35
30	5022	35	10	35
31	4900	35	10	35
32	5129	35	10	35
33	5050	35	10	35
34	5305	35	10	35
35	5156	35	10	35



EAGLE RIDGE AT
MORGAN LAKE

PREPARED BY:
HENNESSEY ENGINEERS, INC.
13500 REECK ROAD
SOUTHGATE, MI 48195

SITE PLAN



NOTES:

1. REFER TO SHEET 20 FOR LINE DATA
2. REFER TO SHEET 23 FOR CURVE DATA
3. REFER TO SHEET 25 FOR COORDINATE DATA

UNIT	BUILDING ENVELOPE (SQ. FT.)	FRONT SETBACK (FT.)	SIDE SETBACK (FT.)	REAR SETBACK (FT.)
29	4900	35	10	35
30	4900	35	10	35
31	4900	35	10	35
32	6362	35	10	35
39	6366	35	10	40
40	6366	35	10	40
41	6133	35	10	35
42	6379	35	10	35
43	5096	35	10	35
44	5442	35	10	35
45	5016	35	10	35
46	4900	35	10	35
47	4900	35	10	35

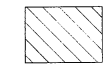
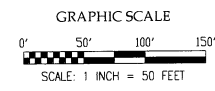


Robert E. Hornyak

EAGLE RIDGE AT
MORGAN LAKE

PREPARED BY:
HENNESSEY ENGINEERS, INC.
13500 REECK ROAD
SOUTHGATE, MI. 48195

SITE PLAN

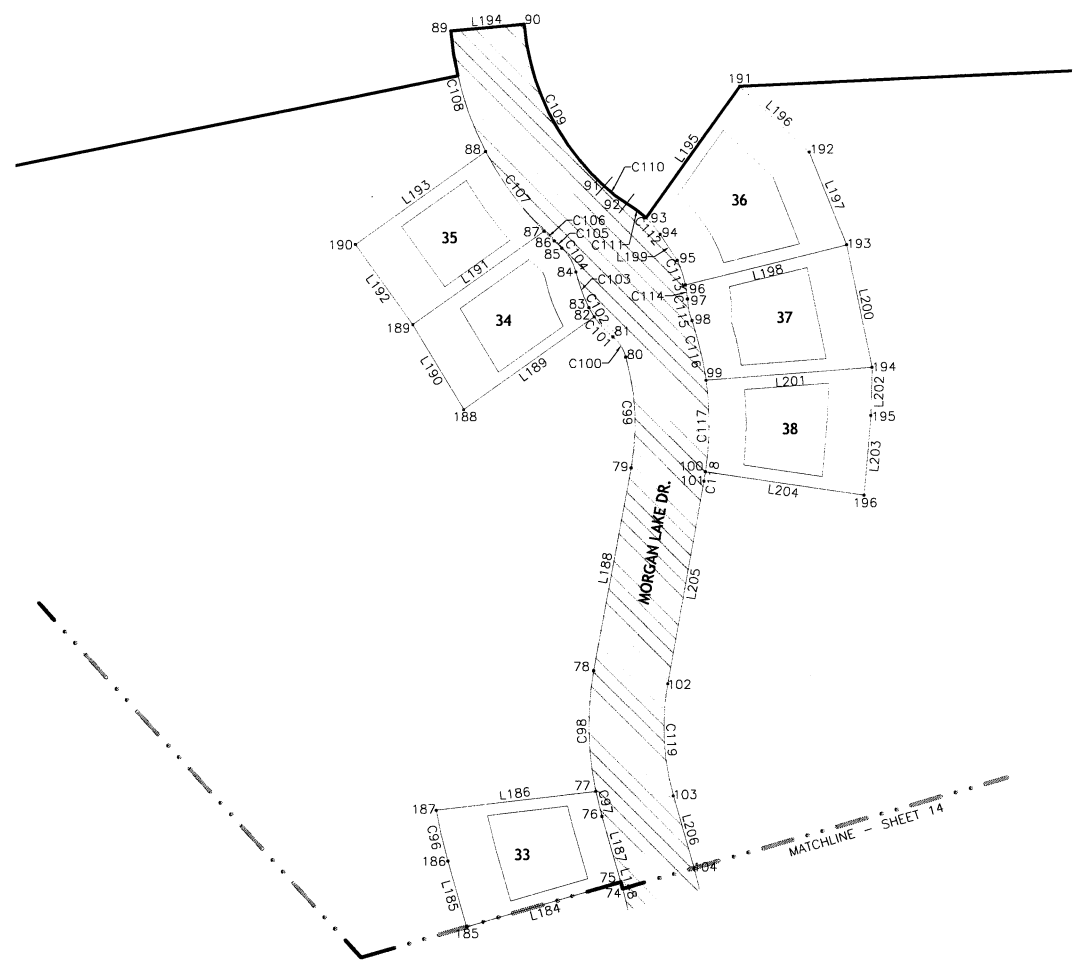


GENERAL COMMON ELEMENT

NOTES:

1. REFER TO SHEET 20 FOR LINE DATA
2. REFER TO SHEET 23 FOR CURVE DATA
3. REFER TO SHEET 25 FOR COORDINATE DATA

UNIT	BUILDING ENVELOPE (SQ. FT.)	FRONT SETBACK (FT.)	SIDE SETBACK (FT.)	REAR SETBACK (FT.)
33	4295	25	10	40
34	4100	25	10	40
35	3606	25	10	40
36	6750	25	10	25
37	4774	20	10	25
38	4477	30	10	25

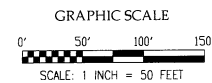


Robert E. Hornyak

EAGLE RIDGE AT
MORGAN LAKE

PREPARED BY:
HENNESSEY ENGINEERS, INC.
13500 REBECK ROAD
SOUTHGATE, MI 48195

SITE PLAN



LEGEND

- EXISTING STORM SEWER
- PROPOSED STORM SEWER
- EXISTING WATER MAIN
- PROPOSED WATER MAIN
- EXISTING SANITARY SEWER
- PROPOSED SANITARY SEWER
- EXISTING GAS LINE
- PROPOSED GAS LINE
- PROPOSED UNDERGROUND DETROIT EDISON LINE
- PROPOSED UNDERGROUND PHONE LINE
- EXISTING MANHOLE
- PROPOSED MANHOLE
- EXISTING CATCH BASIN
- PROPOSED CATCH BASIN
- ⊕ EXISTING HYDRANT
- ⊕ PROPOSED HYDRANT
- ⊗ EXISTING GATE VALVE
- ⊗ PROPOSED GATE VALVE
- ⊕ PROPOSED UNDERGROUND ELECTRIC PEDESTAL
- ⊕ PROPOSED PADMOUNT TRANSFORMER
- ⊕ PROPOSED PRIMARY SWITCH CABINET

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

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

ELECTRIC PROVIDED BY DTE ENERGY. THE ELECTRIC LOCATION IS SHOWN
BASED ON PLANS PREPARED BY DTE ENERGY, AND MUST BE BUILT.

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

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

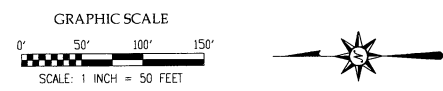
EAGLE RIDGE AT MORGAN LAKE

PREPARED BY:
HENNESSEY ENGINEERS, INC.
13500 REECK ROAD
SOUTHGATE, MI 48195

UTILITY PLAN

PROPOSED DATED DECEMBER 1, 2014

SHEET 16



- LEGEND**
- EXISTING STORM SEWER
 - - - PROPOSED STORM SEWER
 - EXISTING WATER MAIN
 - - - PROPOSED WATER MAIN
 - EXISTING SANITARY SEWER
 - - - PROPOSED SANITARY SEWER
 - EXISTING GAS LINE
 - - - PROPOSED GAS LINE
 - PROPOSED UNDERGROUND DETROIT EDISON LINE
 - PROPOSED UNDERGROUND PHONE LINE
 - EXISTING MANHOLE
 - PROPOSED MANHOLE
 - EXISTING CATCH BASIN
 - PROPOSED CATCH BASIN
 - ⌵ EXISTING HYDRANT
 - ⌵ PROPOSED HYDRANT
 - ⊗ EXISTING GATE VALVE
 - ⊗ PROPOSED GATE VALVE
 - ⊙ PROPOSED UNDERGROUND ELECTRIC PEDESTAL
 - PROPOSED PADMOUNT TRANSFORMER
 - ⊞ PROPOSED PRIMARY SWITCH CABINET

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

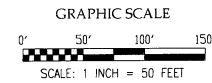
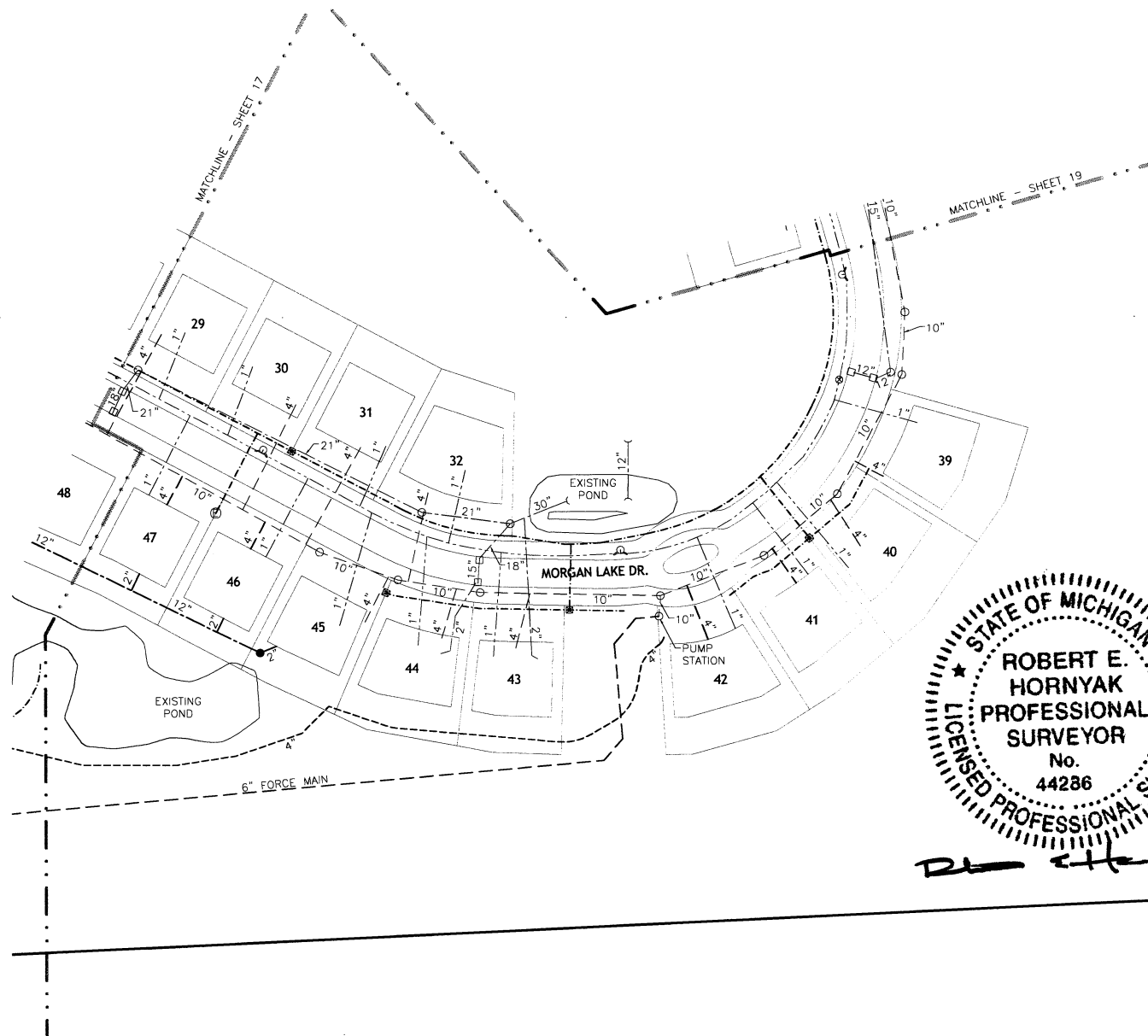
TELEPHONE AND CABLE TV PROVIDED BY AT&T AND COMCAST. THE TELEPHONE AND CABLE TV LOCATION WILL BE SHOWN ON THE FINAL AS-BUILT PLAN.



EAGLE RIDGE AT MORGAN LAKE

PREPARED BY:
HENNESSEY ENGINEERS, INC.
13500 REECK ROAD
SOUTHGATE, MI 48195

UTILITY PLAN



LEGEND

- EXISTING STORM SEWER
- PROPOSED STORM SEWER
- EXISTING WATER MAIN
- PROPOSED WATER MAIN
- EXISTING SANITARY SEWER
- PROPOSED SANITARY SEWER
- EXISTING GAS LINE
- PROPOSED GAS LINE
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- ⊕ EXISTING HYDRANT
- ⊕ PROPOSED HYDRANT
- ⊗ EXISTING GATE VALVE
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- ⊞ PROPOSED PADMOUNT TRANSFORMER
- ⊞ PROPOSED PRIMARY SWITCH CABINET

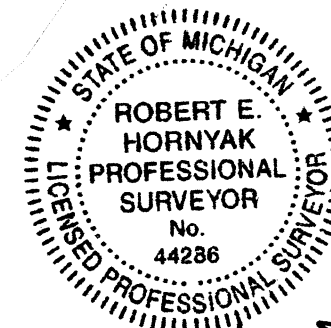
NOTES:
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TELEPHONE AND CABLE TV PROVIDED BY AT&T AND COMCAST. THE
TELEPHONE AND CABLE TV LOCATION WILL BE SHOWN ON THE FINAL
AS-BUILT PLAN.

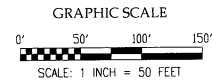


Robert E. Hornyak

**EAGLE RIDGE AT
MORGAN LAKE**

PREPARED BY:
HENNESSEY ENGINEERS, INC.
13500 REECK ROAD
SOUTHGATE, MI 48195

UTILITY PLAN



LEGEND

- EXISTING STORM SEWER
- - - PROPOSED STORM SEWER
- EXISTING WATER MAIN
- - - PROPOSED WATER MAIN
- EXISTING SANITARY SEWER
- - - PROPOSED SANITARY SEWER
- EXISTING GAS LINE
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- PROPOSED UNDERGROUND DETROIT EDISON LINE
- PROPOSED UNDERGROUND PHONE LINE
- EXISTING MANHOLE
- PROPOSED MANHOLE
- EXISTING CATCH BASIN
- PROPOSED CATCH BASIN
- ⊕ EXISTING HYDRANT
- ⊕ PROPOSED HYDRANT
- ⊗ EXISTING GATE VALVE
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- ⊞ PROPOSED PADMOUNT TRANSFORMER
- ⊞ PROPOSED PRIMARY SWITCH CABINET

NOTES:

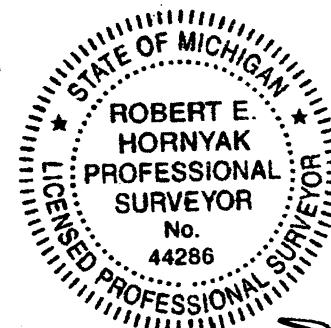
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TELEPHONE AND CABLE TV PROVIDED BY AT&T AND COMCAST. THE TELEPHONE AND CABLE TV LOCATION WILL BE SHOWN ON THE FINAL AS-BUILT PLAN.



Robert E. Hornyak

EAGLE RIDGE AT MORGAN LAKE

PREPARED BY:

HENNESSEY ENGINEERS, INC.
13500 REECK ROAD
SOUTHGATE, MI 48195

UTILITY PLAN

PROPOSED DATED DECEMBER 1, 2014

SHEET 19

LINE TABLE		
LINE #	BEARING	DISTANCE
L36	S79°19'40"E	108.14'
L37	N04°29'15"E	145.83'
L38	N89°44'04"E	80.65'
L39	S01°16'14"E	155.59'
L40	N89°44'04"E	90.01'
L41	S01°16'14"E	145.00'
L42	N89°44'04"E	124.82'
L43	S20°14'14"W	29.82'
L44	S74°54'42"W	130.28'
L45	N74°54'42"E	130.03'
L46	S88°54'11"E	120.59'
L47	N12°37'01"E	129.50'
L48	S60°17'03"E	64.91'
L49	N66°42'51"E	129.50'
L50	S60°12'25"E	129.50'
L51	S07°08'56"E	129.50'
L52	S18°20'10"W	141.56'
L53	S59°19'07"E	62.16'
L54	S28°05'47"E	70.00'
L55	N60°17'00"W	64.73'
L56	N57°43'13"E	129.54'
L57	N67°56'33"W	129.52'
L58	N51°04'17"W	146.02'
L59	S52°46'52"W	66.28'
L60	N77°38'03"W	129.96'
L61	S25°49'05"E	2.87'
L62	S64°48'51"W	130.00'
L63	S76°37'23"W	130.03'
L64	S88°25'54"W	130.04'
L65	N79°45'35"W	130.03'
L66	N20°12'47"E	39.76'
L67	N67°45'46"E	146.85'
L68	S29°41'15"E	90.77'
L69	S67°45'46"W	139.21'
L70	S14°17'33"E	111.46'
L71	N10°32'56"W	45.10'
L72	S79°25'23"W	140.01'
L73	S10°36'12"E	44.38'
L74	N79°23'44"E	144.08'
L75	N14°34'59"W	49.76'

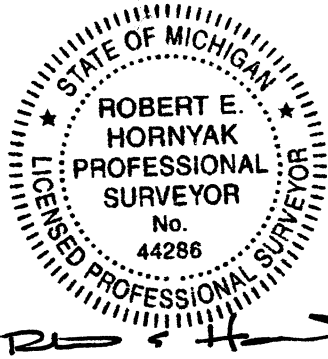
LINE TABLE		
LINE #	BEARING	DISTANCE
L76	N03°39'34"E	139.42'
L77	S75°31'50"W	85.56'
L78	S81°18'40"W	4.97'
L79	N02°36'29"W	144.78'
L80	N78°56'11"E	74.31'
L81	S81°18'40"W	32.96'
L82	S87°23'08"W	82.25'
L83	N00°03'06"E	139.08'
L84	N78°56'11"E	8.33'
L85	N79°21'33"W	108.12'
L86	S02°36'30"E	33.69'
L87	N03°12'17"W	57.65'
L88	S16°42'47"E	90.52'
L89	S79°25'23"W	149.30'
L90	N10°32'56"W	84.68'
L91	S13°30'35"E	92.25'
L92	S77°33'33"W	145.45'
L93	S12°39'35"E	80.93'
L94	S73°55'07"W	140.00'
L95	N17°17'31"W	75.41'
L96	S07°34'15"E	125.04'
L97	N87°39'49"W	140.16'
L98	S02°20'11"W	90.00'
L99	N87°39'49"W	140.00'
L100	N02°20'11"E	80.48'
L101	S02°20'11"W	90.00'
L102	N87°39'49"W	140.00'
L103	N02°20'11"E	90.00'
L104	S05°52'25"W	111.29'
L105	N76°30'40"W	141.09'
L106	N02°20'11"E	29.63'
L107	S13°29'20"W	44.53'
L108	S27°01'14"W	72.91'
L109	N62°17'05"W	140.00'
L110	N27°42'54"E	12.13'
L111	S27°42'55"W	65.42'
L112	S62°17'05"E	141.84'
L113	N23°37'36"E	86.48'
L114	S68°17'42"E	145.88'
L115	N06°52'31"E	77.99'

LINE TABLE		
LINE #	BEARING	DISTANCE
L116	S87°39'49"E	140.00'
L117	S02°20'11"W	65.39'
L118	N02°20'11"E	90.00'
L119	S87°39'49"E	140.00'
L120	S02°20'11"W	90.00'
L121	N15°32'17"W	82.12'
L122	N72°44'01"E	157.16'
L123	S17°15'59"E	13.12'
L124	S02°20'11"W	44.72'
L125	N17°15'59"W	90.00'
L126	N72°44'01"E	150.38'
L127	S17°15'59"E	64.40'
L128	N07°06'34"W	104.29'
L129	N79°23'44"E	144.08'
L130	S10°36'12"E	5.38'
L131	N10°36'16"W	90.00'
L132	S10°36'12"E	90.00'
L133	S27°42'55"W	90.00'
L134	N62°17'05"W	140.00'
L135	N27°42'55"E	90.00'
L136	S27°42'55"W	90.00'
L137	N62°17'05"W	140.00'
L138	N27°42'55"E	90.00'
L139	S27°42'55"W	90.00'
L140	N62°17'05"W	140.00'
L141	N27°42'55"E	90.00'
L142	S18°15'13"W	73.13'
L143	N88°46'49"W	140.00'
L144	N01°13'11"E	8.11'
L145	N27°42'55"E	29.19'
L146	S01°13'11"W	84.94'
L147	S63°41'34"E	5.97'
L148	S74°10'40"W	5.45'
L149	S15°35'14"W	135.39'
L150	N72°33'12"W	72.55'
L151	N55°07'22"W	47.36'
L152	N31°47'15"E	135.05'
L153	S63°41'34"E	5.97'
L154	N55°07'22"W	88.48'
L155	N39°47'14"W	37.13'

LINE TABLE		
LINE #	BEARING	DISTANCE
L156	N51°17'44"E	137.84'
L157	N39°47'14"W	71.36'
L158	N32°22'45"W	30.20'
L159	N57°26'03"E	137.16'
L160	N32°22'45"W	37.32'
L161	N15°36'12"W	82.04'
L162	N00°27'47"W	25.00'
L163	N86°37'30"E	140.96'
L164	N01°13'11"E	33.52'
L165	N88°46'49"W	140.90'
L166	N02°02'24"E	65.55'
L167	N10°20'26"E	34.25'
L168	S83°17'32"E	136.44'
L169	S01°13'11"W	59.53'
L170	N10°20'26"E	87.02'
L171	N24°53'29"E	34.19'
L172	S66°41'26"E	137.66'
L173	N24°53'29"E	72.50'
L174	N27°42'55"E	25.67'
L175	S62°17'05"E	140.00'
L176	S27°42'55"W	66.00'
L177	N27°42'55"E	64.33'
L178	N27°42'55"E	25.67'
L179	S62°17'05"E	140.00'
L180	S27°42'55"W	90.00'
L181	N27°42'55"E	64.33'
L182	N23°37'36"E	25.74'
L183	S27°42'55"W	90.00'
L184	N15°49'20"W	130.00'
L185	N74°10'40"E	55.17'
L186	S06°28'22"E	130.15'
L187	S74°10'40"W	55.17'
L188	S79°21'28"E	166.29'
L189	N35°03'15"W	129.66'
L190	N59°10'49"E	80.22'
L191	S35°03'15"E	130.25'
L192	N54°10'24"E	80.01'
L193	S35°03'15"E	129.69'
L194	S04°54'04"E	60.00'
L195	S54°21'57"E	130.53'

LINE TABLE		
LINE #	BEARING	DISTANCE
L196	S43°17'56"W	77.62'
L197	S68°08'18"W	80.96'
L198	N13°39'55"W	134.63'
L199	N56°38'57"E	25.13'
L200	S78°24'20"W	101.10'
L201	N04°12'51"W	134.98'
L202	N88°25'12"W	38.92'
L203	N85°00'30"W	64.73'
L204	N08°38'44"E	130.00'
L205	N79°40'13"W	166.32'
L206	S74°10'40"W	60.61'

NOTE:
1. REFER TO SHEETS 12 THROUGH 15 FOR SITE PLAN



EAGLE RIDGE AT
MORGAN LAKE

PREPARED BY:
HENNESSEY ENGINEERS, INC.
13500 REECK ROAD
SOUTHGATE, MI 48195

LINE TABLES

WATER MAIN EASEMENT LINE TABLES
(REFER TO SHEETS 5 AND 6 FOR WATER MAIN EASEMENT PLAN)

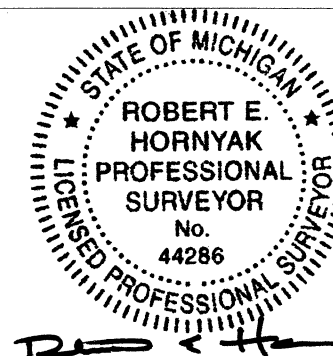
LINE TABLE		
LINE #	BEARING	DISTANCE
L1000	S79°57'56"E	40.49'
L1001	S77°35'02"E	53.64'
L1002	S82°39'08"E	36.47'
L1003	N89°48'13"E	35.42'
L1004	N83°11'20"E	77.37'
L1005	S74°18'40"E	38.37'
L1006	S64°17'19"E	28.83'
L1007	N60°20'28"W	125.69'
L1008	N15°20'28"W	31.83'
L1009	N37°50'28"W	25.35'
L1010	N82°50'28"W	35.75'
L1011	S52°09'32"W	35.08'
L1012	S07°09'32"W	37.03'
L1013	N82°50'28"W	12.00'
L1014	N07°09'32"E	42.00'
L1015	N52°09'32"E	45.02'
L1016	S82°50'28"E	45.69'
L1017	S37°50'28"E	32.71'
L1018	S15°20'28"E	29.25'
L1019	S60°20'28"E	121.91'
L1020	N34°42'18"E	27.01'
L1021	N66°43'54"E	53.25'
L1022	N48°13'46"E	26.00'
L1023	N22°29'05"E	19.31'
L1024	N24°44'15"E	4.08'
L1025	N25°06'33"W	24.94'
L1026	N64°53'27"E	12.00'
L1027	S25°06'33"E	30.52'
L1028	S24°44'15"W	3.68'
L1029	S22°57'13"W	11.25'
L1030	S67°30'55"E	115.47'
L1031	N22°29'05"E	64.84'
L1032	N42°17'31"E	76.97'
L1033	N64°43'04"E	280.79'
L1034	N02°46'56"W	289.71'
L1035	N72°17'26"E	12.42'
L1036	S02°46'56"E	300.93'
L1037	S64°43'04"W	286.43'
L1038	S42°17'31"W	72.50'
L1039	S22°29'05"W	74.75'
L1040	N67°30'55"W	127.57'
L1041	S22°57'13"W	4.30'
L1042	S48°13'46"W	30.70'
L1043	S66°43'54"W	51.76'
L1044	S34°42'18"W	29.14'

LINE TABLE		
LINE #	BEARING	DISTANCE
L1045	S64°17'19"E	1.97'
L1046	S41°47'19"E	15.09'
L1047	N46°00'01"E	12.39'
L1048	S43°59'59"E	12.00'
L1049	S46°00'01"W	13.42'
L1050	S10°34'37"E	98.31'
L1051	S31°15'54"E	49.12'
L1052	S07°50'41"E	72.18'
L1053	S17°16'53"E	15.39'
L1054	S03°01'12"W	143.57'
L1055	S00°35'53"W	56.45'
L1056	S27°51'47"W	12.55'
L1057	S27°40'30"W	148.87'
L1058	S27°43'04"W	17.30'
L1059	S28°12'43"W	87.59'
L1060	S01°19'25"E	17.55'
L1061	S00°24'19"W	5.91'
L1062	S37°46'44"E	47.46'
L1063	N73°46'59"E	4.56'
L1064	S79°40'46"E	136.46'
L1065	N85°49'14"E	34.99'
L1066	N82°49'14"E	19.68'
L1067	N79°49'14"E	19.68'
L1068	N76°49'14"E	19.68'
L1069	N73°49'14"E	19.23'
L1070	N62°19'14"E	7.20'
L1071	N49°49'14"E	20.07'
L1072	N53°10'14"E	20.13'
L1073	N55°49'14"E	20.29'
L1074	N58°49'14"E	22.16'
L1075	N62°33'57"E	57.62'
L1076	N85°05'56"E	45.07'
L1077	S04°54'04"E	12.00'
L1078	S85°05'56"W	42.68'
L1079	S62°33'57"W	54.84'
L1080	S58°49'14"W	21.45'
L1081	S55°49'14"W	19.70'
L1082	S53°10'14"W	19.50'
L1083	S49°49'14"W	19.92'
L1084	S62°19'14"W	8.50'
L1085	S73°49'14"W	20.76'
L1086	S76°49'14"W	20.31'
L1087	S79°49'14"W	20.31'
L1088	S82°49'14"W	20.31'
L1089	S85°49'14"W	20.31'

LINE TABLE		
LINE #	BEARING	DISTANCE
L1090	S88°49'14"W	20.76'
L1091	N79°40'46"W	133.65'
L1092	S73°46'59"W	4.59'
L1093	N37°46'44"W	48.27'
L1094	N00°24'19"E	6.11'
L1095	N01°19'25"W	17.00'
L1096	N28°12'43"E	87.29'
L1097	N27°43'04"E	17.24'
L1098	N27°40'30"E	148.89'
L1099	N27°51'47"E	12.56'
L1100	N00°35'53"E	56.52'
L1101	N03°01'12"E	143.75'
L1102	N17°16'53"W	15.39'
L1103	N07°50'41"W	69.69'
L1104	N31°15'54"W	48.83'
L1105	N10°34'37"W	100.50'
L1106	N41°47'19"W	12.70'
L1107	N64°17'19"W	40.42'
L1108	N74°18'40"W	35.99'
L1109	S83°11'20"W	75.12'
L1110	S84°24'58"W	53.91'
L1111	S89°48'13"W	36.78'
L1112	N82°39'08"W	37.79'
L1113	N77°35'02"W	53.92'
L1114	N79°57'56"W	40.21'
L1115	N03°12'17"W	12.16'
L1382	N84°24'58"E	53.22'

GAS LINE EASEMENT LINE TABLE
(REFER TO SHEETS 5 AND 6 FOR GAS LINE EASEMENT PLAN)

LINE TABLE		
LINE #	BEARING	DISTANCE
L1116	N82°56'45"W	71.57'
L1117	N02°41'08"W	119.91'
L1118	N73°44'25"W	180.01'
L1119	N02°36'29"W	76.05'
L1120	N29°20'21"E	93.72'
L1121	N13°23'29"E	114.54'
L1122	N00°00'10"E	88.20'
L1123	N08°41'45"W	56.92'
L1124	N18°43'12"W	64.57'
L1125	N44°40'33"W	38.16'
L1126	N18°39'37"E	60.34'
L1127	N04°53'20"E	153.42'
L1128	N29°43'02"W	23.79'
L1129	N80°17'40"W	14.30'
L1130	N39°27'00"W	7.21'
L1131	N04°09'16"E	12.99'
L1132	S39°27'00"E	10.77'
L1133	S80°17'40"E	14.30'
L1134	S29°43'02"E	23.79'
L1135	S04°53'20"W	153.42'
L1136	S18°39'37"W	54.18'
L1137	S44°40'33"E	34.30'
L1138	S18°43'12"E	67.75'
L1139	S08°41'45"E	58.56'
L1140	S00°00'10"W	90.13'
L1141	S13°23'29"W	115.40'
L1142	S29°20'21"W	94.50'
L1143	S02°36'29"E	68.90'
L1144	S73°44'25"E	180.00'
L1145	S02°41'08"E	118.62'
L1146	S82°56'45"E	61.44'
L1147	S02°37'15"E	10.14'



EAGLE RIDGE AT
MORGAN LAKE

PREPARED BY:
HENNESSEY ENGINEERS, INC.
13500 REECK ROAD
SOUTHGATE, MI 48195

LINE TABLES

PROPOSED DATED DECEMBER 1, 2014

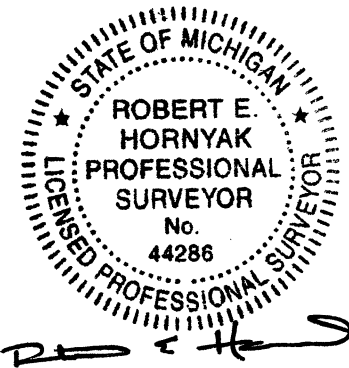
SANITARY SEWER EASEMENT LINE TABLES
(REFER TO SHEETS 7 AND 8 FOR SANITARY SEWER EASEMENT PLAN)

LINE TABLE			LINE TABLE			LINE TABLE		
LINE #	BEARING	DISTANCE	LINE #	BEARING	DISTANCE	LINE #	BEARING	DISTANCE
L1148	N82°56'45"W	119.95'	L1193	N61°23'07"W	124.21'	L1238	S08°45'15"W	80.48'
L1149	S83°37'09"W	131.00'	L1194	N87°03'27"W	55.74'	L1239	S01°06'31"W	146.08'
L1150	S74°25'36"W	75.22'	L1195	S79°05'47"W	130.83'	L1240	N49°12'56"W	42.93'
L1151	N77°10'28"W	67.27'	L1196	S87°48'45"W	96.77'	L1241	S84°56'38"W	90.22'
L1152	S11°52'15"W	76.31'	L1197	N79°36'13"W	153.86'	L1242	N49°12'56"W	18.69'
L1153	S12°18'23"W	108.99'	L1198	S88°50'44"W	81.27'	L1243	N05°03'22"W	1140.02'
L1154	S10°52'48"E	86.48'	L1199	S75°06'23"W	84.10'	L1244	N02°04'55"E	113.89'
L1155	S18°16'59"E	90.36'	L1200	S54°26'16"W	95.73'			
L1156	S04°15'16"E	98.57'	L1201	S52°17'42"W	80.43'			
L1157	S19°00'24"W	57.36'	L1202	S76°14'00"W	72.96'			
L1158	S49°47'15"E	74.24'	L1203	N04°54'04"W	7.29'			
L1159	N80°17'54"E	64.08'	L1204	N54°21'57"W	0.71'			
L1160	S40°55'06"E	63.38'	L1205	N54°26'16"E	59.48'			
L1161	S07°08'57"W	57.78'	L1206	N75°06'23"E	90.15'			
L1162	N82°51'03"W	20.00'	L1207	N88°50'44"E	85.71'			
L1163	N07°08'57"E	48.87'	L1208	S79°36'13"E	153.68'			
L1164	N40°55'06"W	43.20'	L1209	N87°48'45"E	93.04'			
L1165	S80°17'54"W	62.12'	L1210	N79°05'47"E	131.73'			
L1166	N49°47'15"W	78.33'	L1211	S87°03'27"E	62.73'			
L1167	S29°33'37"W	109.94'	L1212	S61°23'07"E	132.60'			
L1168	S23°08'37"W	52.45'	L1213	S39°42'57"E	94.18'			
L1169	S60°26'00"W	50.50'	L1214	S21°12'44"E	100.22'			
L1170	N29°34'00"W	20.00'	L1215	S85°50'44"E	38.10'			
L1171	N60°26'00"E	43.76'	L1216	S04°09'16"W	20.00'			
L1172	N23°08'37"E	46.82'	L1217	N85°50'44"W	13.07'			
L1173	N29°33'37"E	122.20'	L1218	S05°03'22"E	6.16'			
L1174	N19°00'24"E	59.17'	L1219	S49°12'56"E	23.20'			
L1175	N04°15'16"W	91.99'	L1220	N84°56'38"E	90.22'			
L1176	N18°16'59"W	89.20'	L1221	S49°12'56"E	35.26'			
L1177	N10°52'48"W	91.88'	L1222	S05°03'22"E	1149.38'			
L1178	N12°18'23"E	113.02'	L1223	S02°04'55"W	114.59'			
L1179	N11°52'15"E	79.30'	L1224	S82°56'45"E	108.56'			
L1180	N58°51'38"W	61.82'	L1225	S02°36'30"E	20.29'			
L1181	N24°26'31"W	74.49'	L1226	N83°37'09"E	125.17'			
L1182	N11°13'01"W	161.76'	L1227	N74°25'36"E	71.77'			
L1183	N17°05'36"W	168.77'	L1228	S77°10'28"E	70.76'			
L1184	N07°06'14"W	77.07'	L1229	S58°51'38"E	61.11'			
L1185	N03°31'03"E	199.35'	L1230	S24°26'31"E	65.98'			
L1186	N12°08'04"E	97.68'	L1231	S11°13'01"E	160.47'			
L1187	N28°46'59"E	261.66'	L1232	S17°05'36"E	168.05'			
L1188	N19°29'53"E	77.12'	L1233	S07°06'14"E	73.46'			
L1189	N08°45'15"E	77.26'	L1234	S03°31'03"W	195.99'			
L1190	N01°06'31"E	168.75'	L1235	S12°08'04"W	93.25'			
L1191	N21°12'44"W	101.31'	L1236	S28°46'59"W	260.36'			
L1192	N39°42'57"W	87.10'	L1237	S19°29'53"W	80.62'			

PUBLIC UTILITY EASEMENT LINE TABLES
(REFER TO SHEETS 9 AND 10 FOR PUBLIC UTILITY EASEMENT PLAN)

LINE TABLE			LINE TABLE			LINE TABLE		
LINE #	BEARING	DISTANCE	LINE #	BEARING	DISTANCE	LINE #	BEARING	DISTANCE
L1245	S82°56'45"E	118.90'	L1290	S79°21'28"E	166.33'	L1335	N28°46'59"E	10.00'
L1246	N83°37'09"E	113.71'	L1291	S25°10'43"E	10.00'	L1336	S62°17'05"E	85.20'
L1247	N06°22'51"W	78.34'	L1292	S14°53'37"E	82.40'	L1337	N27°42'55"E	150.32'
L1248	N00°14'12"W	10.00'	L1293	N75°06'23"E	11.82'	L1338	N77°51'56"W	89.17'
L1249	N57°15'25"E	33.98'	L1294	N54°26'16"E	59.48'	L1339	N12°08'04"E	10.00'
L1250	S77°46'58"E	51.56'	L1295	S54°21'57"E	10.56'	L1340	S77°51'56"E	89.88'
L1251	N12°18'23"E	17.48'	L1296	S54°26'16"W	64.70'	L1341	N02°20'11"E	150.39'
L1252	S77°41'37"E	91.89'	L1297	S75°06'23"W	93.18'	L1342	N87°39'49"W	83.89'
L1253	S71°43'01"W	82.41'	L1298	S88°50'44"W	6.82'	L1343	N03°31'03"E	10.00'
L1254	N18°16'59"W	22.46'	L1299	N01°09'16"W	10.00'	L1344	S87°39'49"E	83.69'
L1255	N04°15'16"W	83.51'	L1300	N88°50'44"E	5.61'	L1345	N02°20'11"E	39.72'
L1256	S88°54'11"E	10.04'	L1301	N75°06'23"E	68.33'	L1346	N17°17'31"W	63.59'
L1257	S04°15'16"E	81.34'	L1302	N14°53'37"W	77.94'	L1347	S82°09'19"W	83.50'
L1258	S18°16'59"E	11.23'	L1303	N79°21'28"W	166.29'	L1348	N17°05'36"W	45.78'
L1259	N71°14'01"E	72.58'	L1304	S74°10'40"W	60.61'	L1349	N72°44'01"E	10.00'
L1260	N60°26'23"W	72.00'	L1305	N63°41'34"W	5.97'	L1350	S17°05'36"E	37.31'
L1261	S29°33'37"W	19.60'	L1306	S51°17'44"W	64.74'	L1351	N82°09'19"E	74.99'
L1262	N60°17'00"W	57.84'	L1307	S39°42'57"E	44.02'	L1352	N07°50'41"W	12.31'
L1263	S68°23'36"W	49.96'	L1308	S61°23'07"E	42.55'	L1353	N01°38'15"E	18.56'
L1264	S07°08'57"W	58.42'	L1309	S28°36'53"W	10.00'	L1354	N10°32'56"W	82.76'
L1265	S40°55'06"E	63.38'	L1310	N61°23'07"W	44.47'	L1355	S79°23'44"W	205.64'
L1266	N80°17'54"E	30.01'	L1311	N39°42'57"W	97.72'	L1356	N86°31'33"W	93.66'
L1267	S09°42'06"E	10.00'	L1312	N21°12'44"W	19.68'	L1357	S02°36'29"E	106.10'
L1268	S80°17'54"W	35.65'	L1313	N39°42'57"W	16.72'	L1358	S29°20'21"W	92.90'
L1269	N40°55'06"W	73.48'	L1314	N59°18'59"E	10.00'	L1359	S04°38'29"E	10.00'
L1270	N07°08'57"E	68.80'	L1315	S39°42'57"E	18.35'	L1360	N29°20'21"E	93.72'
L1271	N68°23'36"E	55.88'	L1316	S21°12'44"E	19.68'	L1361	N02°36'29"W	107.17'
L1272	S60°17'00"E	47.81'	L1317	S39°42'57"E	40.16'	L1362	N86°31'33"W	116.09'
L1273	N29°33'37"E	19.58'	L1318	N51°17'44"E	64.22'	L1363	N00°03'06"E	127.96'
L1274	S60°26'23"E	87.07'	L1319	N10°57'23"W	45.10'	L1364	S83°37'09"W	14.89'
L1275	N50°06'01"E	10.00'	L1320	N88°46'49"W	52.43'	L1365	N82°56'45"W	118.37'
L1276	S20°12'47"W	24.77'	L1321	S01°06'31"W	55.00'	L1366	N02°37'15"W	10.14'
L1277	S43°59'59"E	34.73'	L1322	N49°12'56"W	12.99'	L1367	S83°37'09"W	109.70'
L1278	S29°54'24"E	48.50'	L1323	N01°06'31"E	138.46'	L1368	S02°36'29"E	10.02'
L1279	S10°32'56"E	131.81'	L1324	N08°45'15"E	82.08'	L1369	N83°37'09"E	10.43'
L1280	S01°38'15"W	17.73'	L1325	N19°29'53"E	13.79'	L1370	S06°22'51"E	77.40'
L1281	S07°50'41"E	20.59'	L1326	S70°30'07"E	10.00'	L1371	S57°15'25"W	32.08'
L1282	S17°17'31"E	62.82'	L1327	S19°29'53"W	12.85'	L1372	N77°46'58"W	57.40'
L1283	S02°20'11"W	200.11'	L1328	S08°45'15"W	80.48'	L1373	S12°18'23"W	17.46'
L1284	S27°42'55"W	311.31'	L1329	S01°06'31"W	81.08'	L1374	N77°41'37"W	81.08'
L1285	S01°13'11"W	8.80'	L1330	S88°46'49"E	52.03'	L1375	N20°12'47"E	30.93'
L1286	S09°06'16"W	51.75'	L1331	N09°06'16"E	51.91'	L1376	N43°59'59"W	39.77'
L1287	S10°57'23"E	44.57'	L1332	N01°13'11"E	8.11'	L1377	N29°54'24"W	47.27'
L1288	S63°41'34"E	5.97'	L1333	N27°42'55"E	151.00'	L1378	N10°32'56"W	39.47'
L1289	N74°10'40"E	60.58'	L1334	N62°17'05"W	85.39'	L1379	N79°23'44"E	204.41'

LINE TABLE		
LINE #	BEARING	DISTANCE
L1380	S86°31'33"E	209.15'
L1381	S00°03'06"W	119.67'



EAGLE RIDGE AT
MORGAN LAKE

PREPARED BY:
HENNESSEY ENGINEERS, INC.
13500 REECK ROAD
SOUTHGATE, MI 48195

LINE TABLES

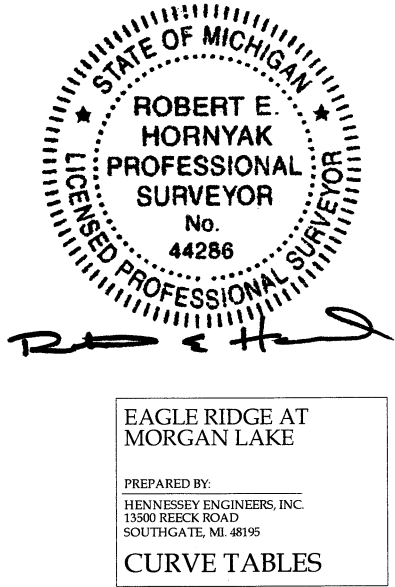
CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C3	28.98'	427.58'	3°53'02"	S81°59'26"E	28.98'
C4	2.72'	362.72'	0°25'45"	S76°50'33"E	2.72'
C5	44.50'	362.72'	7°01'44"	N80°34'17"W	44.47'
C6	51.74'	392.35'	7°33'18"	N87°12'56"W	51.70'
C7	77.43'	392.35'	11°18'27"	S83°21'11"W	77.31'
C8	13.15'	209.19'	3°36'10"	S81°02'05"W	13.15'
C9	98.09'	209.19'	26°51'57"	N83°43'51"W	97.19'
C10	130.03'	301.46'	24°42'46"	S06°32'00"W	129.02'
C11	70.69'	301.46'	13°26'11"	N12°32'29"W	70.53'
C12	80.58'	387.00'	11°55'48"	N21°03'12"W	80.44'
C13	51.15'	257.36'	11°23'13"	S20°45'13"E	51.06'
C14	29.41'	301.46'	5°35'26"	S22°03'17"E	29.40'
C15	111.50'	387.00'	16°30'28"	N06°50'04"W	111.12'
C16	9.70'	189.50'	2°55'55"	S75°55'01"E	9.70'
C17	72.59'	257.36'	16°09'36"	S06°58'48"E	72.35'
C18	32.47'	60.00'	31°00'11"	N87°06'56"E	32.07'
C19	25.19'	30.00'	48°06'07"	S84°20'07"E	24.45'
C20	98.47'	257.36'	21°55'18"	S12°03'39"W	97.87'
C21	169.22'	189.50'	51°09'55"	N48°52'06"W	163.66'
C22	56.65'	60.00'	54°05'50"	S50°20'04"E	54.57'
C23	175.55'	189.50'	53°04'44"	N03°15'13"E	169.34'
C24	55.58'	60.00'	53°04'44"	S03°15'13"W	53.62'
C25	175.48'	189.50'	53°03'29"	N56°19'20"E	169.28'
C26	55.56'	60.00'	53°03'29"	S56°19'20"W	53.60'
C27	126.12'	189.50'	38°07'56"	S78°04'58"E	123.80'
C28	72.50'	60.00'	69°14'05"	N62°31'54"W	68.17'
C29	68.28'	59.98'	65°13'43"	S26°46'53"W	64.66'
C30	34.89'	42.00'	47°35'50"	S17°57'56"W	33.90'
C31	23.79'	257.01'	5°18'17"	S39°08'02"W	23.79'
C32	25.28'	30.00'	48°16'39"	N36°08'44"W	24.54'
C33	16.66'	60.00'	15°54'27"	N19°57'38"W	16.60'
C34	94.50'	59.98'	90°16'06"	S75°28'13"E	85.02'
C35	177.68'	189.50'	53°43'20"	S04°48'12"E	171.24'
C36	54.85'	59.98'	52°23'37"	N04°08'21"W	52.96'
C37	108.70'	189.50'	32°51'55"	N38°29'25"E	107.21'
C38	61.96'	59.98'	59°11'08"	N51°39'02"E	59.24'
C39	14.44'	60.31'	13°43'00"	N73°39'47"E	14.40'
C40	94.61'	197.36'	27°27'56"	N26°04'46"E	93.70'
C41	32.25'	60.31'	30°38'26"	N51°29'04"E	31.87'
C42	45.39'	67.00'	38°48'58"	S07°02'32"E	44.53'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C43	133.44'	197.36'	38°44'20"	N07°01'22"W	130.91'
C44	101.18'	490.92'	11°48'31"	S19°16'53"E	101.00'
C45	74.19'	361.33'	11°45'54"	N19°14'40"W	74.06'
C46	0.19'	197.36'	0°03'18"	N26°25'11"W	0.19'
C47	101.18'	490.92'	11°48'31"	S07°28'22"E	101.00'
C48	74.38'	361.33'	11°47'40"	N07°27'53"W	74.25'
C49	101.18'	490.92'	11°48'31"	S04°20'10"W	101.00'
C50	74.38'	361.33'	11°47'39"	N04°19'47"E	74.25'
C51	54.66'	361.33'	8°40'02"	S14°33'37"W	54.61'
C52	19.99'	203.50'	5°37'37"	N50°17'46"W	19.98'
C53	92.87'	203.50'	26°08'55"	N34°24'30"W	92.07'
C54	38.21'	203.50'	10°45'25"	N15°57'20"W	38.15'
C55	194.98'	143.53'	77°50'16"	S49°28'56"E	180.33'
C56	30.47'	143.53'	12°09'44"	N85°31'04"E	30.41'
C57	100.91'	409.44'	14°07'14"	N82°45'55"E	100.65'
C58	25.11'	409.44'	3°30'52"	N88°25'02"W	25.11'
C59	7.38'	255.00'	1°39'30"	N80°09'25"W	7.38'
C60	5.34'	33.50'	9°07'58"	N15°06'55"W	5.33'
C61	6.20'	33.50'	10°36'27"	N05°25'05"E	6.19'
C62	82.32'	91.50'	51°32'56"	N15°03'11"W	79.57'
C63	12.36'	33.50'	21°08'44"	N30°15'16"W	12.29'
C64	5.86'	280.00'	1°12'00"	N16°40'53"W	5.86'
C65	8.89'	33.50'	15°12'04"	N07°29'11"W	8.86'
C66	80.48'	280.00'	16°28'08"	N07°50'49"W	80.21'
C67	9.52'	280.00'	1°56'56"	N01°21'43"E	9.52'
C68	54.50'	280.00'	11°09'09"	N07°54'46"E	54.42'
C69	69.98'	280.00'	14°19'13"	N20°38'56"E	69.80'
C70	36.27'	220.00'	9°26'49"	S23°05'08"W	36.23'
C71	61.53'	220.00'	16°01'32"	S10°20'57"W	61.33'
C72	75.27'	220.00'	19°36'10"	S07°27'54"E	74.90'
C73	15.17'	33.50'	25°56'14"	S28°03'20"E	15.04'
C74	11.54'	91.50'	7°13'44"	S37°24'36"E	11.54'
C75	70.92'	91.50'	44°24'35"	S11°35'26"E	69.16'
C76	12.41'	33.50'	21°13'04"	S00°00'19"W	12.33'
C77	101.74'	220.00'	26°29'44"	N14°28'03"E	100.83'
C78	27.65'	220.00'	7°11'59"	S02°22'49"E	27.63'
C79	15.44'	25.00'	35°23'22"	S23°40'29"E	15.20'
C80	71.20'	91.50'	44°34'58"	S19°04'41"E	69.42'
C81	15.44'	25.00'	35°23'22"	S14°28'53"E	15.20'
C82	121.01'	220.00'	31°30'59"	S47°56'04"E	119.49'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C83	147.06'	200.00'	42°07'46"	S84°45'27"E	143.77'
C84	144.70'	260.00'	31°53'16"	N89°52'42"W	142.84'
C85	46.48'	260.00'	10°14'30"	S68°48'49"E	46.41'
C86	28.28'	280.00'	5°47'13"	S60°47'57"E	28.27'
C87	78.64'	280.00'	16°05'28"	S49°51'36"E	78.38'
C88	61.26'	280.00'	12°32'06"	S35°32'49"E	61.14'
C89	25.90'	91.50'	16°12'58"	S45°03'24"E	25.81'
C90	74.08'	91.50'	46°23'15"	S13°45'17"E	72.07'
C91	10.44'	91.50'	6°32'19"	N12°42'30"E	10.44'
C92	44.60'	280.00'	9°07'38"	N03°20'38"W	44.56'
C93	26.82'	280.00'	5°29'17"	S03°57'50"W	26.81'
C94	81.13'	280.00'	16°36'06"	S15°00'31"W	80.85'
C95	21.53'	280.00'	4°24'21"	S25°30'44"W	21.53'
C96	42.01'	390.00'	6°10'20"	N77°15'51"E	41.99'
C97	20.81'	261.06'	4°33'58"	S76°03'44"W	20.80'
C98	98.11'	261.06'	21°31'56"	N89°06'41"E	97.53'
C99	90.59'	200.00'	25°57'10"	N87°21'13"E	89.82'
C100	19.54'	28.26'	39°36'40"	N57°41'43"E	19.15'
C101	22.34'	69.72'	18°21'31"	N47°04'01"E	22.24'
C102	8.73'	69.72'	7°10'29"	S59°50'01"W	8.73'
C103	30.67'	134.05'	13°06'27"	S69°58'29"W	30.60'
C104	22.78'	37.09'	35°11'25"	S59°19'53"W	22.43'
C105	8.37'	200.00'	2°23'54"	S43°35'59"W	8.37'
C106	11.41'	260.00'	2°30'49"	S43°39'26"W	11.41'
C107	80.34'	260.00'	17°42'13"	S53°45'57"W	80.02'
C108	102.02'	260.00'	22°28'53"	N73°51'30"E	101.36'
C109	149.06'	200.02'	42°41'55"	S63°44'51"W	145.64'
C110	23.30'	98.22'	13°35'39"	S37°31'40"W	23.25'
C111	19.48'	86.77'	12°51'57"	S37°09'33"W	19.44'
C112	17.60'	86.77'	11°37'29"	N49°24'16"E	17.57'
C113	20.88'	92.43'	12°56'38"	N71°28'24"E	20.84'
C114	11.54'	92.43'	7°09'04"	N81°31'15"E	11.53'
C115	17.99'	42.63'	24°10'53"	N78°35'38"E	17.86'
C116	49.62'	260.00'	10°56'05"	N76°49'57"E	49.55'
C117	74.17'	260.00'	16°20'45"	S89°31'38"E	73.92'
C118	7.64'	260.00'	1°41'02"	N80°30'44"W	7.64'
C119	91.29'	200.00'	26°09'06"	S87°15'14"W	90.50'

NOTE:

1. REFER TO SHEETS 12 THROUGH 15 FOR SITE PLAN



EAGLE RIDGE AT
MORGAN LAKE

PREPARED BY:
HENNESSEY ENGINEERS, INC.
13500 REECK ROAD
SOUTHGATE, MI 48195

CURVE TABLES

WATER MAIN EASEMENT CURVE TABLE
(REFER TO SHEETS 5 AND 6 FOR WATER MAIN EASEMENT PLAN)

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1000	68.24'	1033.63'	3'46'57"	S82°07'25"E	68.22'
C1001	36.04'	206.00'	10°01'22"	S69°18'00"E	35.99'
C1002	306.94'	359.77'	48°52'57"	N00°09'18"W	297.71'
C1003	94.04'	433.79'	12°25'16"	N15°05'37"W	93.86'
C1004	90.41'	433.79'	11°56'31"	N10°45'33"E	90.25'
C1005	39.11'	526.99'	4°15'06"	N33°22'03"E	39.10'
C1006	43.34'	514.99'	4°49'17"	S33°49'21"W	43.32'
C1007	84.95'	421.79'	11°32'21"	S10°45'11"W	84.80'
C1008	89.66'	421.79'	12°10'46"	S15°10'06"E	89.49'
C1009	317.13'	371.77'	48°52'28"	S00°06'18"E	307.60'
C1010	8.38'	306.00'	1°34'06"	S41°00'16"E	8.38'
C1011	146.27'	306.00'	27°23'16"	S24°16'15"E	144.88'
C1012	48.42'	294.00'	9°26'12"	S12°33'47"E	48.37'
C1013	94.54'	276.00'	19°37'31"	S07°28'07"E	94.08'
C1014	122.80'	276.00'	25°29'32"	S15°03'49"W	121.79'
C1015	98.70'	375.17'	15°04'22"	S23°06'53"W	98.41'
C1016	144.27'	465.26'	17°45'57"	S04°01'16"W	143.69'
C1017	100.88'	196.68'	29°23'11"	S18°02'35"E	99.77'
C1018	215.76'	208.44'	59°18'30"	S70°15'10"E	206.26'
C1019	55.41'	1305.10'	2°25'58"	N75°37'03"E	55.41'
C1020	81.71'	757.57'	6°10'47"	N77°13'35"E	81.67'
C1021	92.18'	946.73'	5°34'43"	S82°26'58"E	92.14'
C1022	84.03'	493.82'	9°44'58"	N56°35'02"E	83.93'
C1023	86.36'	505.82'	9°46'56"	S56°34'40"W	86.26'
C1024	89.49'	934.73'	5°29'08"	N82°24'10"W	89.46'
C1025	78.86'	745.57'	6°03'37"	S77°10'10"W	78.82'
C1026	56.32'	1317.10'	2°27'01"	S75°37'24"W	56.32'
C1027	228.83'	220.44'	59°28'34"	N70°15'31"W	218.69'
C1028	107.97'	208.68'	29°38'36"	N18°03'43"W	106.77'
C1029	147.89'	477.26'	17°45'17"	N04°03'37"E	147.30'
C1030	101.88'	387.17'	15°04'34"	N23°04'30"E	101.58'
C1031	117.28'	264.00'	25°27'09"	N15°04'56"E	116.31'
C1032	90.36'	264.00'	19°36'36"	N07°28'35"W	89.92'
C1033	50.40'	306.00'	9°26'12"	N12°33'47"W	50.34'
C1034	160.15'	294.00'	31°12'42"	N26°10'58"W	158.18'
C1035	33.94'	194.00'	10°01'22"	N69°18'00"W	33.89'
C1036	65.47'	1021.63'	3°40'19"	N82°04'12"W	65.46'

GAS LINE EASEMENT CURVE TABLE
(REFER TO SHEETS 5 AND 6 FOR GAS LINE EASEMENT PLAN)

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1037	25.09'	45.00'	31°56'52"	N13°21'55"E	24.77'
C1038	116.51'	120.00'	55°37'43"	N07°39'44"W	111.99'
C1039	179.36'	195.00'	52°42'06"	N09°07'33"W	173.11'
C1040	8.53'	65.00'	7°31'01"	N13°28'00"E	8.52'
C1041	10.82'	45.00'	13°46'18"	N11°46'29"E	10.79'
C1042	27.18'	45.00'	34°36'22"	N12°24'51"W	26.77'
C1043	39.72'	45.00'	50°34'37"	N55°00'21"W	38.45'
C1044	24.95'	35.00'	40°50'39"	N59°52'20"W	24.43'
C1045	5.98'	15.75'	21°43'54"	S49°33'06"E	5.94'
C1046	17.82'	25.00'	40°50'39"	S59°52'20"E	17.45'
C1047	48.55'	55.00'	50°34'37"	S55°00'21"E	46.99'
C1048	33.22'	55.00'	34°36'22"	S12°24'51"E	32.72'
C1049	13.22'	55.00'	13°46'18"	S11°46'29"W	13.19'
C1050	9.51'	75.00'	7°15'45"	S13°35'38"W	9.50'
C1051	170.17'	185.00'	52°42'06"	S09°07'33"E	164.23'
C1052	127.04'	130.00'	55°59'23"	S07°28'54"E	122.04'
C1053	19.52'	35.00'	31°56'50"	S13°21'56"W	19.26'

SANITARY SEWER EASEMENT CURVE TABLE
(REFER TO SHEETS 7 AND 8 FOR SANITARY SEWER EASEMENT PLAN)

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1054	149.06'	200.02'	42°41'55"	N63°44'51"E	145.64'
C1055	149.06'	200.02'	42°41'55"	N63°44'51"E	145.64'
C1056	19.48'	86.77'	12°51'57"	N37°09'33"E	19.44'

PUBLIC UTILITY EASEMENT CURVE TABLES
(REFER TO SHEETS 9 AND 10 FOR PUBLIC UTILITY EASEMENT PLAN)

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1057	80.64'	382.35'	12°05'02"	N83°43'18"E	80.49'
C1058	11.62'	219.19'	3°02'19"	N80°43'01"E	11.62'
C1059	260.15'	361.33'	41°15'09"	N04°30'02"W	254.57'
C1060	26.55'	197.36'	7°42'27"	N22°35'37"W	26.53'
C1061	191.68'	197.36'	55°38'53"	N11°59'17"E	184.24'
C1062	15.70'	60.31'	14°55'09"	N43°37'25"E	15.66'
C1063	25.28'	30.00'	48°16'39"	N36°08'44"W	24.54'
C1064	104.30'	60.00'	99°36'00"	N61°48'24"W	91.66'
C1065	121.68'	70.00'	99°36'00"	S61°48'24"W	106.93'
C1066	16.85'	20.00'	48°16'39"	S36°08'45"E	16.36'
C1067	19.76'	60.31'	18°46'24"	N71°08'05"E	19.67'
C1068	126.82'	59.98'	121°08'34"	N20°40'19"E	104.48'
C1069	147.89'	69.98'	121°05'13"	S20°38'38"W	121.87'
C1070	39.20'	50.31'	44°38'33"	S58°08'04"W	38.21'
C1071	217.11'	187.36'	66°23'40"	S06°42'56"W	205.17'
C1072	285.53'	371.33'	44°03'24"	S03°07'00"E	278.54'
C1073	72.03'	213.50'	19°19'49"	S20°14'29"E	71.69'
C1074	10.20'	23.34'	25°02'34"	S28°20'11"E	10.12'
C1075	75.45'	101.50'	42°35'35"	S19°39'31"E	73.73'
C1076	99.29'	290.00'	19°37'04"	S07°28'21"E	98.81'
C1077	128.92'	290.00'	25°28'16"	S15°04'19"W	127.86'
C1078	97.11'	210.00'	26°29'44"	S14°28'03"W	96.25'
C1079	32.75'	455.26'	4°07'16"	S02°44'05"E	32.74'
C1080	126.26'	210.00'	34°26'50"	S46°28'08"E	124.36'
C1081	139.71'	190.00'	42°07'46"	S84°45'27"E	136.58'
C1082	123.50'	271.06'	26°06'19"	N86°50'21"E	122.43'
C1083	86.34'	190.00'	26°02'06"	N87°18'16"E	85.59'
C1084	12.87'	18.26'	40°23'04"	N58°04'57"E	12.60'
C1085	35.53'	79.72'	25°31'59"	N50°39'15"E	35.23'
C1086	32.99'	144.05'	13°07'22"	N69°58'56"E	32.92'
C1087	16.92'	27.09'	35°47'06"	N59°06'02"E	16.65'
C1088	8.24'	190.00'	2°29'03"	N43°38'33"E	8.24'
C1089	105.66'	270.00'	22°25'16"	N53°36'40"E	104.98'
C1090	101.74'	260.00'	22°25'16"	S53°36'40"W	101.10'
C1091	8.37'	200.00'	2°23'54"	S43°35'59"W	8.37'
C1092	22.78'	37.09'	35°11'25"	S59°19'53"W	22.43'
C1093	30.67'	134.05'	13°06'27"	S69°58'29"W	30.60'
C1094	9.53'	69.72'	7°50'05"	S59°30'13"W	9.53'
C1095	10.58'	69.72'	8°41'32"	S42°14'02"W	10.57'
C1096	19.54'	28.26'	39°36'40"	S57°41'43"W	19.15'
C1097	90.59'	200.00'	25°57'10"	S87°21'13"W	89.82'
C1098	118.91'	261.06'	26°05'54"	S86°49'42"W	117.89'
C1099	147.06'	200.00'	42°07'46"	N84°45'27"W	143.77'
C1100	75.73'	220.00'	19°43'20"	N53°49'54"W	75.35'
C1101	16.00'	101.50'	9°01'56"	N35°11'59"W	15.98'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1102	14.42'	91.50'	9°01'56"	S35°11'59"E	14.41'
C1103	46.55'	220.00'	12°07'24"	N35°17'53"W	46.46'
C1104	71.23'	227.90'	17°54'27"	N19°54'35"W	70.94'
C1105	24.86'	465.26'	3°03'40"	N03°19'52"W	24.85'
C1106	101.74'	220.00'	26°29'44"	N14°28'03"E	100.83'
C1107	51.75'	280.00'	10°35'19"	N22°30'54"E	51.67'
C1108	62.71'	280.00'	12°49'57"	N08°45'10"E	62.58'
C1109	95.87'	280.00'	19°37'04"	N07°28'21"W	95.40'
C1110	68.03'	91.50'	42°35'52"	N19°39'40"W	66.47'
C1111	15.08'	33.34'	25°55'10"	N27°54'52"W	14.95'
C1112	30.67'	55.00'	31°56'50"	S13°21'56"W	30.27'
C1113	106.01'	110.00'	55°13'09"	S07°52'01"E	101.96'
C1114	188.56'	205.00'	52°42'06"	S09°07'33"E	181.99'
C1115	107.38'	55.00'	111°51'59"	S38°42'29"E	91.12'
C1116	126.91'	65.00'	111°51'59"	N38°42'29"W	107.69'
C1117	179.36'	195.00'	52°42'06"	N09°07'33"W	173.11'
C1118	116.51'	120.00'	55°37'43"	N07°39'44"W	111.99'
C1119	25.09'	45.00'	31°56'50"	N13°21'56"E	24.77'
C1120	72.57'	392.35'	10°35'50"	S82°59'53"W	72.46'
C1121	13.15'	209.19'	3°36'10"	S81°02'05"W	13.15'
C1122	7.42'	361.33'	1°10'38"	N18°18'19"E	7.42'
C1123	68.65'	203.49'	19°19'49"	N20°14'32"W	68.33'
C1124	68.07'	217.90'	17°53'56"	S19°54'20"E	67.79'



Robert E. Hornyak

EAGLE RIDGE AT
MORGAN LAKE

PREPARED BY:
HENNESSEY ENGINEERS, INC.
13500 REECK ROAD
SOUTHGATE, MI 48195

CURVE TABLES

COORDINATE TABLE		
POINT #	NORTHING	EASTING
1	446402.69	13399381.36
2	446398.65	13399410.06
3	446378.63	13399516.32
4	446378.01	13399518.97
5	446370.72	13399562.84
6	446368.21	13399614.47
7	446377.16	13399691.26
8	446379.21	13399704.25
9	446368.60	13399800.86
10	446396.57	13399811.18
11	446524.76	13399825.86
12	446593.61	13399810.54
13	446620.86	13399799.50
14	446668.61	13399781.40
15	446740.42	13399772.61
16	446836.13	13399793.06
17	446868.30	13399736.69
18	446870.71	13399712.36
19	446869.10	13399680.33
20	446903.93	13399638.32
21	446957.46	13399641.36
22	446987.18	13399685.97
23	446955.74	13399746.45
24	446940.13	13399752.12
25	446920.32	13399766.59
26	446888.23	13399822.81
27	446906.68	13399837.82
28	446938.92	13399848.28
29	446996.64	13399877.41
30	446975.31	13399959.72
31	446922.49	13399963.54
32	446885.74	13399917.08
33	446881.69	13399903.26
34	446861.84	13399878.32
35	446777.68	13399837.13
36	446647.75	13399853.14
37	446647.58	13399853.22
38	446577.65	13399877.63
39	446504.04	13399887.28
40	446430.00	13399881.67

COORDINATE TABLE		
POINT #	NORTHING	EASTING
41	446377.15	13399867.94
42	446339.84	13399854.21
43	446327.08	13399869.58
44	446251.12	13399921.60
45	446214.44	13399932.09
46	446170.09	13399940.35
47	446086.84	13399955.85
48	446081.69	13399957.24
49	446071.07	13399963.44
50	445994.23	13399984.10
51	445988.07	13399983.52
52	445979.28	13399984.67
53	445907.28	13400007.09
54	445901.66	13400008.77
55	445822.21	13400019.72
56	445732.27	13400016.21
57	445642.35	13400012.55
58	445612.74	13400011.34
59	445558.84	13400003.85
60	445493.53	13399979.23
61	445482.79	13399973.59
62	445403.12	13399931.73
63	445323.44	13399889.88
64	445243.77	13399848.02
65	445217.93	13399834.45
66	445120.30	13399809.26
67	445112.18	13399809.08
68	445027.27	13399807.28
69	444999.66	13399808.42
70	444985.74	13399814.53
71	444920.14	13399837.21
72	444905.43	13399841.01
73	444825.37	13399929.72
74	444809.59	13400078.25
75	444811.07	13400083.49
76	444826.11	13400136.56
77	444831.12	13400156.75
78	444832.63	13400254.27
79	444801.92	13400417.70
80	444806.07	13400507.42

COORDINATE TABLE		
POINT #	NORTHING	EASTING
81	444816.30	13400523.61
82	444831.46	13400539.89
83	444835.84	13400547.44
84	444846.32	13400576.19
85	444857.76	13400595.48
86	444863.82	13400601.25
87	444872.07	13400609.12
88	444919.37	13400673.67
89	444947.55	13400771.03
90	444887.77	13400776.16
91	444823.35	13400645.55
92	444804.91	13400631.38
93	444789.42	13400619.64
94	444777.98	13400606.29
95	444764.17	13400585.30
96	444757.54	13400565.55
97	444755.84	13400554.14
98	444752.31	13400536.64
99	444741.03	13400488.40
100	444741.64	13400414.48
101	444742.90	13400406.94
102	444772.72	13400243.31
103	444768.38	13400152.92
104	444751.86	13400094.60
105	444752.16	13399951.76
106	444768.94	13399908.49
107	444771.58	13399903.13
108	444785.37	13399878.46
109	444835.90	13399818.54
110	444885.64	13399783.00
111	444903.88	13399764.73
112	444973.88	13399747.59
113	444984.06	13399749.89
114	445028.54	13399747.29
115	445062.06	13399748.00
116	445121.57	13399749.27
117	445148.32	13399751.12
118	445226.41	13399772.06
119	445245.83	13399781.33
120	445304.26	13399812.02

COORDINATE TABLE		
POINT #	NORTHING	EASTING
121	445383.93	13399853.88
122	445463.61	13399895.74
123	445521.52	13399926.16
124	445554.85	13399940.37
125	445615.19	13399951.39
126	445680.52	13399954.05
127	445770.45	13399957.72
128	445815.13	13399959.55
129	445889.40	13399949.81
130	445901.92	13399945.92
131	445963.42	13399926.81
132	445976.69	13399919.74
133	445985.85	13399912.73
134	446053.60	13399898.83
135	446065.94	13399898.83
136	446071.22	13399897.84
137	446159.68	13399881.28
138	446203.30	13399873.12
139	446320.46	13399736.03
140	446318.08	13399705.71
141	446303.82	13399632.78
142	446302.22	13399624.60
143	446289.55	13399524.75
144	446290.24	13399499.65
145	446310.21	13399393.39
146	446311.47	13399386.12
147	446345.13	13399384.58
148	446523.39	13399530.38
149	446523.76	13399611.02
150	446524.18	13399701.04
151	446559.69	13399684.75
152	446634.76	13399655.86
153	446745.09	13399642.64
154	446742.73	13399652.04
155	446852.74	13399519.37
156	447021.81	13399528.98
157	447115.68	13399669.85
158	447090.11	13399790.99
159	447058.39	13399844.45
160	447044.50	13400069.24

COORDINATE TABLE		
POINT #	NORTHING	EASTING
161	446873.85	13400083.58
162	446789.94	13400016.85
163	446749.85	13399964.07
164	446705.66	13399969.53
165	446703.07	13399970.78
166	446607.74	13400004.13
167	446507.59	13400017.27
168	446406.88	13400009.63
169	446382.65	13400005.51
170	446303.80	13400050.46
171	446195.79	13400077.98
172	446109.10	13400104.01
173	446019.40	13400125.56
174	445940.44	13400143.29
175	445816.49	13400159.77
176	445726.57	13400156.10
177	445636.64	13400152.43
178	445525.93	13400141.04
179	445482.63	13400130.65
180	445417.68	13400097.53
181	445338.01	13400055.67
182	445258.33	13400013.82
183	445178.66	13399971.96
184	445109.20	13399949.05
185	444936.14	13400048.04
186	444951.19	13400101.12
187	444960.44	13400142.08
188	444937.60	13400465.42
189	444978.70	13400534.31
190	445025.53	13400599.18
191	444713.37	13400725.73
192	444656.88	13400672.49
193	444626.73	13400597.35
194	444606.41	13400498.32
195	444607.48	13400459.41
196	444613.11	13400394.93
197	444621.75	13399915.38
198	444643.50	13399846.17
199	444670.58	13399807.32
200	444721.17	13399734.73

COORDINATE TABLE		
POINT #	NORTHING	EASTING
201	444749.71	13399710.97
202	444804.54	13399665.30
203	444830.05	13399649.13
204	444861.57	13399629.14
205	444940.58	13399607.08
206	444965.58	13399606.88
207	445065.06	13399607.14
208	445130.56	13399609.47
209	445164.26	13399615.62
210	445249.86	13399631.24
211	445280.88	13399645.63
212	445346.64	13399676.15
213	445369.37	13399688.09
214	445426.32	13399718.00
215	445449.04	13399729.94
216	445505.99	13399759.86
217	445529.57	13399770.18
218	445608.80	13399804.83
219	445686.23	13399814.17
220	445776.16	13399817.84
221	445855.27	13399795.84
222	445941.22	13399769.13
223	446044.71	13399756.22
224	446133.17	13399739.66
225	446181.32	13399727.13
226	446159.95	13399644.28
227	446159.20	13399639.37
228	446154.22	13399606.79
229	446150.46	13399524.63
230	444822.72	13399935.08
231	445812.68	13400019.50

NOTE:
1. REFER TO SHEETS 12 THROUGH 15 FOR SITE PLAN



EAGLE RIDGE AT
MORGAN LAKE

PREPARED BY:
HENNESSEY ENGINEERS, INC.
13500 REECK ROAD
SOUTHGATE, MI. 48195

COORDINATE TABLES

PROPOSED DATED: DECEMBER 1, 2014

**EXHIBIT C TO
MASTER DEED EAGLE RIDGE AT MORGAN LAKE**

AFFIDAVIT OF MAILING FOR NOTICES REQUIRED BY MCL 559.171

[SIGNATURE AND ACKNOWLEDGMENT ON FOLLOWING PAGE]

Gus Zervos
GUS ZERVOS

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 21st day of October, 2015, by Gus Zervos, known to me to be the person described in and who executed the within instrument.

Veronda D. Gordon
_____, Notary Public
Macomb County, Michigan
Acting in Oakland County, MI
My commission expires: Dec. 10, 2018

Veronda D. Gordon
Notary Public, Macomb County, Michigan
My Commission Expires December 10, 2018

**EXHIBIT D TO
MASTER DEED EAGLE RIDGE AT MORGAN LAKE
LEGAL DESCRIPTION**

PART OF THE SOUTHEAST 1/4 OF SECTION 25 AND THE NORTHEAST 1/4 OF SECTION 36, TOWN 4 NORTH, RANGE 9 EAST, INDEPENDENCE TOWNSHIP, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 25; THENCE SOUTH 87 DEGREES 29 MINUTES 25 SECONDS WEST 2675.13 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION TO THE CENTER OF SECTION 25; THENCE SOUTH 03 DEGREES 12 MINUTES 17 SECONDS EAST 2333.59 FEET ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 25 TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF MAYBEE ROAD (VARIABLE WIDTH) AND TO THE POINT OF BEGINNING; THENCE 230.09 FEET ALONG THE ARC OF A 593.00 FOOT RADIUS CURVE TO THE LEFT HAVING A CHORD BEARING NORTH 08 DEGREES 06 MINUTES 05 SECONDS EAST 228.64 FEET; THENCE NORTH 03 DEGREES 00 MINUTES 51 SECONDS WEST 650.90 FEET; THENCE NORTH 83 DEGREES 02 MINUTES 42 SECONDS EAST 494.33 FEET; THENCE SOUTH 62 DEGREES 08 MINUTES 51 SECONDS EAST 489.88 FEET; THENCE NORTH 72 DEGREES 17 MINUTES 26 SECONDS EAST 380.63 FEET; THENCE SOUTH 02 DEGREES 47 MINUTES 50 SECONDS EAST 1097.90 FEET; THENCE NORTH 87 DEGREES 31 MINUTES 58 SECONDS EAST 201.05 FEET; THENCE SOUTH 02 DEGREES 27 MINUTES 38 SECONDS EAST 645.22 FEET; THENCE SOUTH 87 DEGREES 32 MINUTES 22 SECONDS WEST 359.06 FEET; THENCE SOUTH 11 DEGREES 16 MINUTES 04 SECONDS EAST 824.59 FEET; THENCE 36.47 FEET ALONG THE ARC OF A 260.00 FOOT RADIUS CURVE TO THE RIGHT HAVING A CHORD BEARING NORTH 81 DEGREES 04 MINUTES 51 SECONDS EAST 36.44 FEET; THENCE SOUTH 04 DEGREES 54 MINUTES 04 SECONDS EAST 60.00 FEET; THENCE 149.06 FEET ALONG THE ARC OF A 200.00 FOOT RADIUS CURVE TO THE LEFT HAVING A CHORD BEARING SOUTH 63 DEGREES 44 MINUTES 51 SECONDS WEST 145.64 FEET; THENCE 23.30 FEET ALONG THE ARC OF A 98.22 FOOT RADIUS CURVE TO THE LEFT HAVING A CHORD BEARING SOUTH 37 DEGREES 31 MINUTES 40 SECONDS WEST 23.25 FEET; THENCE 19.48 FEET ALONG THE ARC OF A 86.77 FOOT RADIUS CURVE TO THE RIGHT HAVING A CHORD BEARING SOUTH 37 DEGREES 09 MINUTES 33 SECONDS WEST 19.44 FEET; THENCE SOUTH 54 DEGREES 21 MINUTES 57 SECONDS EAST 130.53 FEET; THENCE SOUTH 02 DEGREES 27 MINUTES 38 SECONDS EAST 479.34 FEET; THENCE SOUTH 87 DEGREES 31 MINUTES 58 SECONDS WEST 1264.26 FEET TO THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 36; THENCE NORTH 02 DEGREES 36 MINUTES 30 SECONDS WEST 2167.33 FEET ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 36 TO THE NORTH 1/4 CORNER OF SAID SECTION 36, ALSO BEING THE SOUTH 1/4 CORNER OF SAID SECTION 25; THENCE NORTH 03 DEGREES 12 MINUTES 17 SECONDS WEST 330.82 FEET ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 25 TO THE POINT OF BEGINNING, CONTAINING 99.73 ACRES OF LAND, MORE OR LESS.

pt. 08-36-201-008

LEGAL DESCRIPTION OF FUTURE DEVELOPMENT AREA

PART OF THE NORTHEAST 1/4 OF SECTION 36, TOWN 4 NORTH, RANGE 9 EAST, INDEPENDENCE TOWNSHIP, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 25; THENCE SOUTH 87 DEGREES 29 MINUTES 25 SECONDS WEST 2675.13 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION TO THE CENTER OF SECTION 25; THENCE SOUTH 03 DEGREES 12 MINUTES 17 SECONDS EAST 2664.41 FEET ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 25 TO THE SOUTH 1/4 CORNER OF SAID SECTION 25, ALSO BEING THE NORTH 1/4 CORNER OF SAID SECTION 36; THENCE SOUTH 02 DEGREES 36 MINUTES 30 SECONDS EAST 2167.33 FEET ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 36 TO THE POINT OF BEGINNING; THENCE NORTH 87 DEGREES 31 MINUTES 58 SECONDS EAST 1264.26 FEET; THENCE NORTH 02 DEGREES 27 MINUTES 38 SECONDS WEST 479.34 FEET; THENCE NORTH 54 DEGREES 21 MINUTES 57 SECONDS WEST 130.53 FEET; THENCE 19.48 FEET ALONG THE ARC OF A 86.77 FOOT RADIUS CURVE TO THE LEFT HAVING A CHORD BEARING NORTH 37 DEGREES 09 MINUTES 33 SECONDS EAST 19.44 FEET; THENCE 23.30 FEET ALONG THE ARC OF A 98.22 FOOT RADIUS CURVE TO THE RIGHT HAVING A CHORD BEARING NORTH 37 DEGREES 31 MINUTES 40 SECONDS EAST

23.25 FEET; THENCE 149.06 FEET ALONG THE ARC OF A 200.02 FOOT RADIUS CURVE TO THE RIGHT HAVING A CHORD BEARING NORTH 63 DEGREES 44 MINUTES 51 SECONDS EAST 145.64 FEET; THENCE NORTH 04 DEGREES 54 MINUTES 04 SECONDS WEST 60.00 FEET; THENCE 36.47 FEET ALONG THE ARC OF A 260.00 FOOT RADIUS CURVE TO THE LEFT HAVING A CHORD BEARING SOUTH 81 DEGREES 04 MINUTES 51 SECONDS WEST 36.44 FEET; THENCE NORTH 11 DEGREES 16 MINUTES 04 SECONDS WEST 824.59 FEET; THENCE NORTH 87 DEGREES 32 MINUTES 22 SECONDS EAST 359.06 FEET; THENCE SOUTH 02 DEGREES 27 MINUTES 38 SECONDS EAST 645.22 FEET; THENCE NORTH 89 DEGREES 06 MINUTES 02 SECONDS EAST 165.00 FEET; THENCE NORTH 02 DEGREES 27 MINUTES 38 SECONDS WEST 1294.96 FEET; THENCE NORTH 87 DEGREES 31 MINUTES 58 SECONDS EAST 610.72 FEET; THENCE SOUTH 02 DEGREES 56 MINUTES 37 SECONDS EAST 633.00 FEET; THENCE NORTH 87 DEGREES 31 MINUTES 58 SECONDS EAST 344.00 FEET; THENCE SOUTH 02 DEGREES 56 MINUTES 36 SECONDS EAST 641.07 FEET; THENCE SOUTH 02 DEGREES 18 MINUTES 58 SECONDS EAST 29.25 FEET; THENCE SOUTH 87 DEGREES 41 MINUTES 02 SECONDS WEST 60.00 FEET; THENCE NORTH 44 DEGREES 04 MINUTES 58 SECONDS WEST 14.14 FEET; THENCE SOUTH 87 DEGREES 41 MINUTES 03 SECONDS WEST 30.33 FEET; THENCE SOUTH 68 DEGREES 35 MINUTES 04 SECONDS WEST 46.13 FEET; THENCE SOUTH 50 DEGREES 31 MINUTES 21 SECONDS WEST 88.30 FEET; THENCE SOUTH 03 DEGREES 31 MINUTES 35 SECONDS EAST 177.08 FEET; THENCE SOUTH 02 DEGREES 18 MINUTES 58 SECONDS EAST 1085.02 FEET; THENCE SOUTH 02 DEGREES 36 MINUTES 58 SECONDS EAST 526.19 FEET; THENCE NORTH 87 DEGREES 23 MINUTES 08 SECONDS EAST 150.00 FEET; THENCE SOUTH 02 DEGREES 37 MINUTES 11 SECONDS EAST 60.00 FEET; THENCE SOUTH 87 DEGREES 23 MINUTES 02 SECONDS WEST 150.00 FEET; THENCE SOUTH 02 DEGREES 36 MINUTES 58 SECONDS EAST 745.79 FEET; THENCE SOUTH 86 DEGREES 41 MINUTES 03 SECONDS WEST 8.55 FEET; THENCE NORTH 61 DEGREES 51 MINUTES 37 SECONDS WEST 175.74 FEET; THENCE SOUTH 28 DEGREES 08 MINUTES 30 SECONDS WEST 107.34 FEET; THENCE SOUTH 86 DEGREES 41 MINUTES 02 SECONDS WEST 243.36 FEET; THENCE NORTH 63 DEGREES 05 MINUTES 22 SECONDS WEST 475.10 FEET; THENCE NORTH 51 DEGREES 25 MINUTES 57 SECONDS WEST 325.71 FEET; THENCE NORTH 46 DEGREES 52 MINUTES 02 SECONDS WEST 1885.38 FEET TO THE POINT OF BEGINNING, CONTAINING 115.05 ACRES OF LAND, MORE OR LESS.