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LIVINGSTON COUNTY TREASURER'S CERTIFICATE

I hereby certify that there are no TAX LIENS OR TITLES held by the State or any individual against the within description, and all TAXES are same as paid for five years previous to the date of this instrument or appear on the records in this office except as stated.

3-27-2020 Jennifer M. Nash, Treasurer

 Taxes not examined Certificate # 27903

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BRANDON DENBY
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI 48843
RECORDING: 26.00
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PAGES: 77

MASTER DEED

THE RIDGE SITE CONDOMINIUM

Plan No. 437

Grantor: The Ridge at Brighton LLC
2244 Euler Rd. Ste 102
Brighton MI 48114

Grantee: The Ridge Site Condominium

A 19 UNIT SITE CONDOMINIUM PROJECT LOCATED IN
GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

Tax ID #: 4711-26-200-002

25 MAR '20 PM 11:26
RCUD

✓ Drafted by
and Return to:
Cooper & Riesterer, PLLC
7900 Grand River Rd.
Brighton, MI 48114



MASTER DEED
THE RIDGE SITE CONDOMINIUM

This Master Deed is made and executed on this 3rd day of March, 2020, by The Ridge at Brighton, LLC (hereinafter referred to as the “Developer”), whose office address is 2244 Euler Road, Suite 102, Brighton, Michigan 48114, pursuant to the provisions of the Michigan Condominium Act (Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the “Act.”

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

NOW, THEREFORE, the Developer, by recording this Master Deed, hereby establishes The Ridge Site Condominium as a condominium project, as defined in Section 4 of the Act, and declares that The Ridge Site Condominium shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, and otherwise utilized, subject to the provisions of the Act, and the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Master Deed and Exhibits A, B and C hereto, all of which shall be deemed to run with the land and be a burden and a benefit to the Developer, its successors, and its assigns, and any persons acquiring or owning an interest in the Condominium Premises and their grantees, successors, heirs, personal representatives, and assigns, together with the other governing documents as described herein.

ARTICLE I
OVERVIEW

The Condominium Project shall be known as The Ridge Site Condominium, Livingston County Condominium Subdivision Plan No. [REDACTED]. The Condominium Project is established in accordance with the Act. And in accordance with the laws of the Township of Genoa, the approved plans of which are on file with the Township. The Condominium Project is established in accordance with the Act as a site condominium. The Units contained in the Condominium Project, including the number, boundaries, dimensions, area, and volume of each Unit, are set forth completely in the Condominium Subdivision Plan attached to this Master Deed as Exhibit B. Each Unit is a residential building site capable of individual utilization by virtue of having its own entrance from and exit to either a public road or a General Common Element of the Condominium Project. There are no vertical improvements on any Unit as developed. Each Co-Owner in the Condominium shall have an exclusive right to the Unit owned by said Co-Owner and shall have an undivided and inseparable right to share with other Co-Owners in the General Common Elements of the Condominium Project.

ARTICLE II LEGAL DESCRIPTION

The land that comprises the Condominium Premises established by this Master Deed is a part of the South 1/2 of the Northeast 1/4 of Section 26, Town 2 North, Range 5 East, Genoa Township, Livingston County, State of Michigan, more particularly described as follows:

Beginning at the east 1/4 corner of said section 26, thence along the east-west 1/4 line of said section 26 (as monumented) and the north line of Brighton estates subdivision as recorded in liber 23, page 35 thru 39 of the Livingston county records, S87°17'35"W, 1332.50 feet; thence along the east line of lot 30 and lot 29 of said Brighton Estates Subdivision, N02°40'57"W, 1320.93 feet to the northeast corner of said lot 29 of Brighton Estates Subdivision; thence N86°54'53"E, 697.77 feet; thence S01°17'52"W, 520.30 feet; thence S74°19'35"E, 73.08 feet; thence parallel with said east line of lot 30 and 29, S02°40'57"E, 231.96 feet; thence N87°17'35"E, 275.70 feet; thence N11°35'55"E, 25.22 feet to the north line of a 66 foot wide ingress/egress & public/private utility easement; thence 113.90 feet, along the arc of a curve to the right, said curve has a radius of 183.00 feet, a central angle of 35°39'45", and a chord which bears N29°25'47"E at a distance of 112.07 feet, said arc also being along the north line of said 66 foot wide ingress/egress & public/private utility easement; thence N02°40'57"W, 157.03 feet; thence N86°54'53"E, 200.00 feet; thence N02°40'58"W parallel to east line of section 26 and centerline of Bauer road (public-right-of-way), 500.13 feet, said line being 51.00 feet west of, (as measured at a perpendicular angle) to said east line of section 26 and centerline of Bauer road; thence N86°54'56"E, 60.00 feet to said east line of section 26 and centerline of Bauer road; thence S02°40'58"E along said east line of section 26 and centerline of Bauer road, 510.13 feet; thence S86°54'56"W, 250.00 feet; thence S02°40'57"E, 87.00 feet; thence N86°54'53"E, 250.00 feet to said east line of section 26 and centerline of Bauer road; thence along said east line of section 26 and centerline of Bauer road, S04°40'58"E, 732.60 feet to said east 1/4 corner of section 26, said point also being the point of beginning containing 31.049 acres. Also including the use of a 66 foot wide easement over part of White Pines Drive, as recorded in Liber 1115, Page 564 of the Livingston county records. Also subject to a 66 foot wide ingress/egress & public/private utility easement as described as follows: commencing at the east 1/4 corner of said section 26; thence along the east line of said section 26 and centerline Bauer road (public-right-of-way), N02°40'58"W, 647.18 feet; thence S87°30'40"W, 50.00 feet to a point on the west right-of-way line of said Bauer road as the point of beginning of 66 foot wide ingress/egress & public/private utility easement; thence continuing S87°30'40"W, 91.83 feet; thence 155.02 feet, along the arc of a curve to the left, said curve has a radius of 117.00 feet, a central angle of 75°54'45", and a chord which bears S49°33'17"W at a distance of 143.90 feet; thence N78°24'05"W, 66.00 feet; thence 242.46 feet, along the arc of a curve to the right, said curve has feet, along the arc of a curve to the right, said curve has feet, along the arc of a curve to the right, said curve has a radius of 183.00 feet, a central angle of 75°54'45", and a chord which bears N49°33'17"E at a distance of 225.11 feet; thence N87°30'40"E, 91.61 feet to said west right-of-way line of Bauer road; thence along said west right-of-way line, S02°40'58"E, 66.00 feet to the Point of Beginning, also subject to the rights of the public over Bauer subject to the rights of the public over Bauer road (public-right-of-way).

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Together with and subject to easements, restrictions, and governmental limitations of record, and the rights of the public or any governmental unit in any part of the subject property taken or used for road, street, or highway purpose. The obligations of the Developer under the foregoing instruments are or shall be assigned to, and thereafter performed by, the Association on behalf of the Co-Owners. Also subject to the easements and reservations established and reserved in Article VI.

ARTICLE III DEFINITIONS

Certain terms are utilized in this Master Deed and Exhibits A and B, and are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation, Association Bylaws, and rules and regulations of the The Ridge Site 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 Ridge Site Condominium. Whenever used in such documents or any other pertinent Instruments, the terms set forth below shall be defined as follows:

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

Section 3.2 “Association” means the The Ridge Site Condominium Association, which is the nonprofit corporation organized under Michigan law of which all Co-Owners shall be members and which shall administer, operate, manage, and maintain the Condominium Project in accordance with the Condominium Documents.

Section 3.3 “Board of Directors” or “Directors” shall mean the board of directors of the Association. The Board of Directors will initially be those individuals selected by the Developer and later it will be elected by the Co-Owners, as provided in the Association Bylaws.

Section 3.4 “Bylaws” means Exhibit A, attached to this Master Deed, which sets forth the substantive rights and obligations of the Co-Owners and which is required by Section 53 of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association, as allowed under the Michigan Nonprofit Corporation Act.

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

Section 3.6 “Condominium Documents” means this Master Deed and Exhibits A, B and C attached hereto, the Articles of Incorporation of the Association, and the rules and regulations, if any, of the Association, as any or all of the foregoing may be amended from time to time.

Section 3.7 “Condominium Premises” means the land described in Article II above, all improvements and structures thereon, and all easements, rights, and appurtenances belonging to The Ridge Site Condominium.

Section 3.8 “Condominium Project,” “Condominium,” “Project,” or “The Ridge Site Condominium” are used synonymously to refer to The Ridge Site Condominium, as shown in the attached Exhibit B, and which is established by the recording of this Master Deed.

Section 3.9 “Condominium Subdivision Plan” means Exhibit B to this Master Deed. The Condominium Subdivision Plan depicts and assigns a number to each Condominium Unit and describes the nature, location, and approximate dimensions of certain Common Elements.

Section 3.10 “Consolidating Master Deed” means the amended Master Deed that shall describe The Ridge Site Condominium as a completed condominium project, as defined in Section 4 of the Act, and shall reflect all Units and Common Elements therein and the percentage of value applicable to each Unit as finally readjusted. Such Consolidating Master Deed, if and when recorded in the office of the Livingston County Register of Deeds, shall supersede this recorded Master Deed for the Condominium and all amendments thereto. In the event the Units and Common Elements in the Condominium are constructed in substantial conformance with the proposed Condominium Subdivision Plan attached as Exhibit B to this Master Deed, the Developer shall be able to satisfy the foregoing obligation by filing a certificate in the office of the Livingston County Register of Deeds confirming that the Units and Common Elements “as built” are in substantial conformity with the proposed Condominium Subdivision Plan and that no Consolidating Master Deed need be recorded.

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

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

Section 3.13 “Developer” means The Ridge at Brighton, LLC, an organization that made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term “Developer” whenever, however, and wherever such terms are used in the Condominium Documents. However, the word “successor,” as used in this Section 3.13, shall not be interpreted to mean a “Successor Developer” as defined in Section 135 of the Act.

Section 3.14 “First Annual Meeting” means the initial meeting at which non-Developer Co-Owners are permitted to vote for the election of all Directors and upon all other matters that properly may be brought before the meeting.

Section 3.15 “General Common Elements” means those Common Elements of the Condominium described in Article IV, Section 4.1, of this Master Deed, which are for the use and enjoyment of all Unit Owners within the Condominium Project, subject to such charges as may be assessed to defray the cost of the operation thereof.

Section 3.16 “Limited Common Elements” means those Common Elements of the Condominium described in Article IV, Section 4.2, of this Master Deed, which are reserved for the exclusive use of the Co-Owners of a specified Unit or Units.

Section 3.17 “Township” means the Charter Township of Genoa, located in the County of Livingston, State of Michigan.

Section 3.18 “Transitional Control Date” means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes that may be cast by eligible owners within the Condominium Project unaffiliated with the Developer exceed the votes that may be cast by the Developer.

Section 3.19 “Unit” or “Condominium Unit” each mean a single condominium unit in The Ridge Site Condominium, as the same is described in Section 5.1 of this Master Deed and on Exhibit B hereto, and each shall have the same definition as the term “Condominium Unit” has in the Act. All structures and improvements now or hereafter located within the boundaries of the Unit, including, by way of illustration only, dwelling, water well, septic system, and appurtenances, shall be owned in their entirety by the Co-Owner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements.

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

ARTICLE IV COMMON ELEMENTS

The Common Elements of the Condominium described in Exhibit B to this Master Deed and the respective responsibilities for maintenance, decoration, repair, replacement, restoration, or renovation thereof are as follows:

Section 4.1 General Common Elements. All General Common Elements for the Condominium Project will be maintained by the Association, and an easement for the use and enjoyment of all General Common Elements of the Condominium will be granted to the Association for the use and benefit of such General Common Elements by all Co-Owners. The General Common Elements for the Project include:

(a) The private roadway leading from Bauer Road into the Condominium Project (the Condominium Roadway”), together with the entrance area depicted on the Condominium Subdivision Plan attached as Exhibit B, if any, and all signage installed by the Developer and/or the Association in connection therewith; all easement interests appurtenant to the Condominium Project, including, but not limited to, easements for ingress, egress, and utility installation over, across, and through non-Condominium Project property or individual Units in

the Condominium Project; and the lawns, trees, shrubs, and other improvements not located within the boundaries of a Unit in the Condominium Project. There is no obligation on the part of the Developer to install an entrance gate or other limited access facility at the entrance of the Condominium Project, but Developer reserves the right to do so in its sole discretion. Any entrance gate or other limited access facility needs to be approved by the Township and by the Brighton Area fire Authority before it is constructed. Any entrance area facilities, including any facilities limiting access, shall be maintained, repaired, and replaced by the Association.

(b) The electrical transmission mains and wiring throughout the Condominium Project up to the point of lateral connection for Unit service, which is located at the boundary of the Unit, together with common lighting for the Condominium Project, if any, installed by the Developer or Association in its/their sole discretion. There is no obligation on the part of the Developer to install any particular common lighting, but Developer reserves the right to do so, either within the Common Elements or within any one or more Units. Any common lighting installed within a Unit and designated as such by the Developer shall be maintained, repaired, and replaced by the Association, except that the costs of electrical power consumption therefor shall be paid by each Co-Owner to whose Unit such designated common light is metered. Any street light or other lighting installed within the General Common Elements shall be metered to and paid by the Association unless the Developer determines otherwise.

(c) The telephone system throughout the Condominium Project up to the ancillary connection for Unit service, which is located at the boundary of the Unit.

(d) The gas distribution system throughout the Condominium Project, if and when it may be installed, up to the point of lateral connection for Unit service, which is located at the boundary of the Unit, but excluding the gas meter for each Unit.

(e) The cable television and any other telecommunications systems throughout the Condominium Project, if and when it may be installed, up to the point of the ancillary connection for Unit service, which is located at the boundary of the Unit.

(f) The sidewalks, bike paths, and walking paths (collectively, "Walkways"), if any, installed by the Developer or the Association.

(g) The storm water drainage system throughout the Condominium Project, including open-ditch drainage, below-ground and above-ground drainage systems, retention ponds, and detention ponds, if any, up to the point of Unit service, which is located at the boundary of the Unit.

(h) The landscaped islands, within the roads in the Condominium Project, including all items installed within such islands, subject, however, to the rights therein of the public and any governmental unit.

(i) The community fire suppression well to be installed within the Condominium Project for easy access by the local fire authority.

(j) All easements (if any) that are appurtenant to and that benefit the Condominium Project pursuant to recorded easement agreements, reciprocal or otherwise.

(k) Such other elements of the Condominium Project not designated as a Common Element that are not enclosed within the boundaries of a Unit and that are intended for common use or are necessary for the existence, upkeep, or safety of all Co-Owners within the Condominium Project. Developer reserves the right to establish such mailbox system as Developer may elect or as may be required to be installed by a public authority or service agency having jurisdiction and, to that end, may establish an individual mailbox system or may consolidate or cluster the same in such manner as Developer may deem appropriate. If the mailboxes are clustered or consolidated, the Developer or the Association may designate individual compartments in the clustering structure or structures as Limited Common Elements or may assign or reassign the same from time to time for use by Co-Owners on an equitable basis without such designation. Developer may elect, however, to require that Co-Owners install individual mailboxes of a nature and design as required by Developer, and that the same be installed by each Co-Owner at such Co-Owner's personal expense. Developer also reserves the right, in its sole discretion, to install street signs, traffic control signs, street address signs, and other signage at any location or location as Developer deems appropriate within the General Common Element road rights of way.

Section 4.2 Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the Co-Owner of the Unit to which the Limited Common Elements are appurtenant. The Limited Common Elements are:

(a) *Driveways.* The shared "T" driveways connecting certain Units to the Condominium Roadway shall be a Limited Common Element limited in use to the Units of corresponding number using such shared driveways to access their Units as depicted and designated in the Condominium Subdivision Plan attached as Exhibit B to this Master Deed. In addition, any portion of a driveway leading from the Condominium Roadway to a Unit that extends into the Condominium Roadway shall be a Limited Common Element limited in use to such Unit.

Section 4.3 Responsibilities. The respective responsibilities for the installations within and the maintenance, decoration, repair, replacement, renovation, and restoration of the Units and Common Elements are as follows:

(a) *Co-Owner Responsibility for Units and Express Exceptions for Limited Common Elements.* It is anticipated that a separate residential dwelling (including attached garage) will be constructed within each Unit depicted on Exhibit B. The responsibility for and the costs of maintenance, decoration, repair, and replacement of each dwelling and any additional appurtenances constructed or contained therein, including driveways, the well water and water distribution system and the septic system, and all other improvements thereto, shall be borne by the Co-Owner of such Unit; provided, however, that the exterior appearance of the dwellings within the Units, to the extent visible from any other dwelling within a Unit or Common Element within the Project, shall be subject at all times to the approval of the Association and to reasonable aesthetic and maintenance standards prescribed by the Association in duly adopted rules and regulations. Each Co-Owner shall be responsible for paying all costs in connection with the extension of utilities from the mains or such other facilities, as are located at the boundary of the

Common Element appurtenant to such Co-Owner's Unit to the dwelling or other structures located within the Unit. All costs of electricity, telephone, natural gas, storm drainage, cable television, other telecommunications system, and any other utility services shall be borne by the Co-Owner of the Unit to which the services are furnished. All utility meters, laterals, leads, and other such facilities located or to be located within the Co-Owner's Unit shall be installed, maintained, repaired, renovated, restored, and replaced at the expense of the Co-Owner whose Unit they service, except to the extent that such expenses are borne by a utility company or a public authority, and the Association shall have no responsibility with respect to such installation, maintenance, repair, renovation, restoration, or replacement. In addition, certain Units shall be accessed by shared driveways as depicted in the Condominium Subdivision Plans. Such Units utilizing the shared driveways shall be jointly responsible for the maintenance of such shared driveways. The Association, acting through its Board of Directors, may (but has no obligation to) undertake the maintenance, repair, renovation, restoration, or replacement of the shared driveways to the extent that said Co-Owners cannot agree upon appropriate maintenance or have not performed such obligations, and the cost thereof shall be assessed against said Co-Owner's using the shared driveway. In connection with any amendment made by the Developer pursuant to Article VII of this Master Deed, the Developer may designate additional Limited Common Elements that are to be installed, maintained, decorated, repaired, renovated, restored, and replaced at Co-Owner expense or, in proper cases, at Association expense.

(b) Association Responsibility for Units and Common Elements. Except as provided for in Section 4.3(c), the Association, acting through its Board of Directors, shall undertake regularly recurring, reasonably uniform, periodic exterior maintenance, repair, renovation, restoration, and replacement functions with respect to General Common Elements, as it may deem appropriate. All responsibilities undertaken by the Association in accordance with this section shall be charged to any affected Co-Owner on a reasonably uniform basis and collected in accordance with the assessment procedures established under Article II of the Bylaws. The Developer, in the initial maintenance budget for the Association, shall be entitled to determine the nature and extent of such services and reasonable rules and regulations may be promulgated in connection therewith. It is also anticipated that certain improvements and structures appurtenant to each such dwelling will or may also be constructed within the Unit and may extend into the General Common Elements appurtenant to the Unit, which improvements and structures (collectively, "Appurtenances") may include, but are not limited to, a driveway. The Association, acting through its Board of Directors, may also (but has no obligation to) undertake any maintenance, repair, renovation, restoration, or replacement obligation of the Co-Owner of a Unit with respect to said Unit, and the dwelling, Appurtenances, and other Limited Common Elements associated therewith, to the extent that said Co-Owner has not performed such obligation, and the cost thereof shall be assessed against said Co-Owner. The Association in such case shall not be responsible for any damage thereto arising as a result of the Association performing said Co-Owner's unperformed obligations.

(c) Residual Damage. Except as otherwise specifically provided in this Master Deed, any damage to any Unit or the dwelling, Appurtenances, or other Limited Common Elements associated therewith arising as a result of the Association undertaking its rights or responsibilities as set forth in this Section 4.3 shall be repaired at the Association's expense.

Section 4.4 Use of Units and Common Elements. No Co-Owner shall use its Unit or the Common Elements in any manner inconsistent with the purposes of the Condominium or in any manner that will interfere with or impair the rights of any other Co-Owner in the use and enjoyment of its Unit or the Common Elements.

ARTICLE V UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 5.1 Description. Each Unit in the Condominium is described in the Condominium Subdivision Plan attached to this Master Deed as Exhibit B. Each Unit shall consist of the area contained within the Unit boundaries as shown on Exhibit B and delineated with heavy outlines, together with all Appurtenances located within such Unit boundaries. Detailed architectural plans for the Condominium Project will be placed on file with the Township of Genoa, Livingston County, Michigan.

Section 5.2 Condominium Percentage of Value. The Percentage of Value for each Unit within the Condominium shall be equal. The determination that the Percentages of Value should be equal was made after reviewing the comparative characteristics of each Unit in the Condominium and concluding that there are no material differences among the Units that affect the allocation of Percentages of Value. The percentage of value assigned to each Unit shall be determinative of each Co-Owner's respective share of the General Common Elements of the Condominium Project, the proportionate share of each respective Co-Owner in the proceeds and expenses of administration and the value of such Co-Owner's vote at meetings of the Association. The total value of the Condominium is 100%. This Percentage of Value shall not change even in the event one Co-Owner owns two or more Units and occupies them for one single family home.

If the Condominium convertible space is converted, and this expectation becomes untrue with respect to additional Units, or if a substantial disparity in size exists, the Percentages of Value may be readjusted by the Developer, in its discretion, so long as reasonable recognition is given to the method of original determination of Percentages of Value for the Condominium. All of the Co-Owners and mortgagees of Units and other persons interested or to become interested in the Condominium from time to time shall be deemed to have unanimously consented to such amendment or amendments to this Master Deed to effectuate the foregoing and, subject to the limitations set forth herein, proportionate reallocation of Percentages of Value of existing Units that Developer or its successor may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to this Master Deed and all other documents necessary to effectuate the foregoing.

ARTICLE VI EASEMENTS AND RESERVATIONS

Section 6.1 Easement for Utilities and Maintenance of Encroachment. In the event any portion of a Unit (or dwelling or Appurtenances constructed therein) or Common Element (or Appurtenances constructed therein) encroaches upon another Unit or Common Element due to shifting, settling, or moving of the dwelling or the Appurtenances or other Limited Common

Elements associated therewith, or due to survey errors, construction deviations, replacement, restoration, or repair, or due to the requirements of the Livingston County Health Department or the Township, reciprocal easements shall exist for such encroachment, and for the installation, maintenance, repair, restoration, and replacement of the encroaching property, dwelling, and/or Appurtenances or other Limited Common Elements associated therewith. In the event of damage or destruction, there shall be easements to, through, under, and over those portions of the land, dwellings, and Appurtenances and other Limited Common Elements associated therewith for the continuing maintenance, repair, renovation, restoration, and replacement of all utilities in the Condominium. One of the purposes of this Section is to clarify that Co-Owners have the right to maintain these Appurtenances and other Limited Common Elements that project into the Common Elements surrounding each Unit.

Section 6.2 Easements Retained by Developer.

(a) Utility and Ingress/Egress Easements. The Developer reserves for itself and its agents, employees, representatives, guests, invitees, independent contractors, successors, assigns, the Township, and all future owners of any land contiguous to the Condominium, easements to enter upon the Condominium Premises to utilize, tap, tie into, extend and enlarge, and otherwise install, maintain, repair, restore, renovate, and replace all utility improvements located within the Condominium Premises, including, but not limited to, gas, storm drains (including retention and detention ponds), telephone, electrical, and cable television and other telecommunications, and all improvements, as identified in the approved final site plan for the Condominium Project and all plans and specifications approved in writing by the Township, as well as any amendments thereto approved in writing by the Township. The Developer also reserves for itself and its agents, employees, representatives, guests, invitees, independent contractors, successors, and assigns a perpetual, non-exclusive easement for ingress and egress for pedestrian and vehicular use, including construction machinery and equipment, over certain private roadways within the Condominium Project depicted as the "Developer's Easement" in the attached Exhibit B. If any portion of the Condominium Premises shall be disturbed by reason of the exercise of any of the rights granted to Developer, its successors, or its assigns under this Section 6.2(a) or Section 6.2(b), Developer shall restore the disturbed portion of the Condominium Premises to substantially the condition that existed prior to the disturbance.

(b) Additional Easements. The Developer reserves for itself, its successors, and its assigns the right, at any time prior to the expiration of the Construction and Sales Period, to reserve, dedicate, and/or grant public or private easements over, under, and across the Condominium Premises for the installation, utilization, repair, maintenance, decoration, renovation, restoration, and replacement of rights-of-way, walkways, the storm water drainage system, including retention or detention ponds, a water system, a sanitary sewer system, electrical transmission mains and wiring, telephone system, gas distribution system, cable television and other telecommunication system, and other public and private utilities, including all equipment, facilities, and Appurtenances relating thereto, as identified in the approved final site plan for the Condominium Project, and all plans approved in writing by the Township, as well as any amendments thereto approved by the Township. The Developer reserves the right to assign any such easements to governmental units or public utilities or, as to the storm water drainage system, Co-Owners of affected Units, and to enter into maintenance agreements with respect thereto. Any of the foregoing

easements or transfers of title may be conveyed by the Developer without the consent of any Co-Owner, mortgagee, or other person who now or hereafter shall have any interest in the Condominium by the recordation of an appropriate amendment to this Master Deed and Exhibit B hereto. All of the Co-Owners and mortgagees of Units and other persons now or hereafter interested in the Condominium from time to time shall be deemed to have unanimously consented to any amendments of this Master Deed to effectuate the foregoing easements or transfers of title. All such interested persons irrevocably appoint the Developer as agent and attorney to execute such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

Section 6.3 Grant of Easements by Association. The Association, acting through its Board of Directors, shall be empowered and obligated to grant such easements, licenses, rights-of-entry, and rights-of-way over, under, and across the Condominium Premises as are reasonably necessary or advisable for utility purposes, access purposes, or other lawful purposes, subject, however, to the approval of the Developer during the Construction and Sales Period and subject to the written approval of the Township. No easements created under the Condominium Documents may be modified, nor may any of the obligations with respect to such easements be varied, without the consent of each person benefited or burdened thereby.

Section 6.4 Grant of Easements and License to Association. The Association, acting through its Board of Directors, and all Co-Owners are hereby granted easements, licenses, rights-of-entry, and rights-of-way to and over, under, and across the Common Elements and the Condominium Premises for such purposes as are reasonably necessary or advisable for the full use and enjoyment and the construction, maintenance, repair or replacement of the Common Elements for the benefit of all Co-Owners. No easements created under the Condominium Documents may be modified, nor may any of the obligations with respect to such easements be varied, without the consent of each person benefited or burdened thereby.

Section 6.5 Easements for Maintenance, Repair, Restoration, Renovation, and Replacement. The Developer, the Association, the Township, and all public and private utilities and public authorities responsible for publicly dedicated roads shall have such easements over, under, and across the Condominium, including all Units and Common Elements, as may be necessary to fulfill any installation, maintenance, repair, decoration, renovation, restoration, or replacement responsibilities that are required or permitted to perform under the Condominium Documents, by law, or as may be necessary to respond to any emergency. The foregoing easements include, without limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice, for purposes of inspecting the dwelling constructed on a Unit and/or other Limited Common Elements and/or Appurtenances constructed therein to ascertain that they have been designed and constructed in conformity with standards imposed and/or specific approvals granted by the Developer (during the Construction and Sales Period) and thereafter by the Association.

Section 6.6 Telecommunications Agreements. The Association, acting through its Board of Directors and subject to the Developer's approval during the Construction and Sales Period, shall have the power to grant such easements, licenses, and other rights-of-entry, use, and access, and to enter into any contract or agreement, including wiring agreements, right-of-way

agreements, access agreements, and multi-unit agreements, and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees, as may be necessary, convenient, or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna, and similar services to the Condominium or any Unit therein. Notwithstanding the foregoing, in no event shall the Association, through its Board of Directors, enter into any contract or agreement or grant any easement, license, or right-of-entry or do any other act that will violate any provision of any federal, state, or local law or ordinance. Any and all sums paid by any telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing any telecommunications related equipment or improvements or sharing periodic subscriber service fees shall be receipts affecting the administration of the Condominium within the meaning of the Act and shall be paid over to and shall be the property of the Association except for funds previously advanced by Developer, for which the Developer has a right of reimbursement from the Association.

Section 6.7 School Bus, Refuse Collection Vehicles, and Emergency Vehicle Access Easement. Developer reserves for the benefit of the Township, any private or public school system, refuse collection service, and any emergency service agency an easement over all roads in the Condominium for use by the Township, private or public school busses, refuse collection vehicles, and/or emergency vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, school bus services, fire and police protection, ambulances, refuse collection vehicles, and rescue services, and other lawful governmental or private emergency services to the Condominium Project and Co-Owners thereof. The foregoing easement shall in no way be construed as a dedication of any streets, roads, or driveways to the public. In addition, the Developer specifically grants all emergency service agencies access to any fire suppression wells that may have been constructed within the Condominium Project. All such wells will be maintained by the Association in accordance with the rules and requirements of the local fire department or emergency services agency, including all required inspections.

Section 6.8 Road Easement. The Developer hereby grants an ingress egress and public utility easement over all of the roads in the Condominium Project to the three parcels of real property located adjacent to the Condominium Project and identified in Exhibit C as Parcels B, C and D (the "Outlot Parcels"). The Outlot Parcels are also depicted on Exhibit B as parcels with tax identification numbers 4711-26-200-038, 4711-26-200-039 and 4711-26-200-040 respectively. The Outlot Parcels will have access to the roads in the Condominium Project for ingress/egress including recreational access for biking or walking. In exchange, the Outlot Parcels will be required annually to pay a prorated share of the costs of maintenance, repair and restoration of the roads in the Condominium Project, based upon one share per parcel or Unit. The Association shall send the Outlot Parcels a statement of these costs annually, payable in thirty (30) days. The Association shall be entitled to collect these costs from the Outlot Parcels and to lien them for any unpaid costs in the same manner as the Units, as set forth in the Bylaws. The Outlot Parcels are not subject to any other provisions or restrictions in the Master Deed or Bylaws.

Section 6.9 Association Assumption of Obligations. The Association, on behalf of the Co-Owners, shall assume and perform all of the Developer's obligations under any easement pertaining to the Condominium Project or Common Elements.

Section 6.10 Termination of Easements. Developer reserves the right to terminate and revoke any utility or other easement granted in or pursuant to this Master Deed at such time as the particular easement has become unnecessary. (This may occur, by way of illustration only, when a utility easement is relocated to coordinate development of property adjacent to the Condominium Project.) No easement for a utility may be terminated or revoked unless and until all Units served by it are adequately served by an appropriate substitute or replacement utility. Any termination or relocation of any such easement shall be affected by the recordation of an appropriate termination instrument or, where applicable, amendment to this Master Deed in accordance with the requirements of the Act, provided that any such amendment is first approved in writing by the Township.

ARTICLE VII DEVELOPER'S RIGHT TO USE FACILITIES

The Developer, its agents, representatives, employees, successors, and assigns may, at all times that Developer continues to own any Units, maintain offices; model Units, parking, storage areas, and other facilities within the Condominium; and engage in such other acts as it deems necessary to facilitate the development and sale of the Condominium. Developer shall have such access to, from, and over the Condominium as may be reasonable to enable the development and sale of Units in the Condominium. In connection therewith Developer shall have full and free access to all Common Elements and unsold Units.

ARTICLE VIII CONTRACTABILITY OF CONDOMINIUM

Section 8.1 Limit of Unit Contraction. The Project established by this Master Deed consists of 19 Units and may, at the election of the Developer, be contracted to any number of Units Developer so desires, in Developer's sole discretion.

Section 8.2 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 Article II. However, no Unit that has been sold or is the subject of a binding purchase agreement may be withdrawn without the consent of the Co-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 9.2, 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.

Section 8.3 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.

Section 8.4 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 Co-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 Article V to preserve a total value of 100 percent for the entire Project resulting from any amendment.

Section 8.5 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.

ARTICLE IX CONVERTIBLE AREAS

Notwithstanding any other provision in this Master Deed or the Bylaws, Developer retains and may exercise its right of convertibility in accordance with Section 31 of the Act, any applicable local ordinances and regulations, and this Article IX; such changes in the affected Units and/or Common Elements shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed. No such changes shall be made, however, without the approval of the Township. Subject to approval of the Township, Developer reserves the sole right during the Construction and Sales Period and without the consent of any other Co-Owner or any mortgagee of any Unit to do the following:

Section 9.1 Designation of Convertible Areas. All Units and Common Element areas are hereby designated as "Convertible Areas" within which: (a) the individual Units may be expanded or reduced in size, otherwise modified, and/or relocated; (b) Common Elements may be constructed, expanded, or reduced in size, otherwise modified, and/or relocated. Only the Developer or such person or persons to whom it specifically assigns the rights under this Article may exercise convertibility rights hereunder, subject at all times to the approval of the Township.

Section 9.2 The Developer's Right to Modify Units and/or Common Elements. The Developer reserves the right in Developer's sole discretion, from time to time, during a period ending six years from the date of recording this Master Deed, to enlarge, add, extend, diminish, delete, and/or relocate Units, and to construct private amenities on all or any portion or portions of the Convertible Areas. The Developer shall also be entitled to convert General Common Element areas into Limited Common Elements or Units in such areas as it, in its sole discretion, may determine. The precise number, nature, size and location of Unit and/or Common Element

extensions and/or reductions and/or amenities that may be constructed and designated shall be determined by Developer in its sole judgment or any other person to whom it specifically assigns the right to make such determination subject only to necessary public agency approvals. Any private amenity other than a dwelling extension may be assigned by the Developer as a Limited Common Element appurtenant to an individual Unit.

Section 9.3 Additional Amenities. The Developer may, in its sole discretion, construct various amenities including, but not limited to, an entrance gate or other limited access structure (subject to the approval of the Township and the Brighton Area Fire Authority), pedestrian paths, lighting systems, gazebos, picnic areas, or other related or similar amenities (hereinafter called the "Amenities") and hereby reserves the right to do so anywhere within the General Common Element area described on the Condominium Subdivision Plan. Developer shall pay the costs of such amenities, if constructed pursuant to its sole election. The Developer and/or Association shall comply with all township ordinances before starting the construction of any amenities. Upon inclusion of the same in the Condominium, all Co-Owners and all future Co-Owners shall thereafter contribute to the maintenance, repair, and replacement of the Amenities as an expense of administration of the Condominium and the maintenance, repair, and replacement thereof shall be the responsibility of the Association at its expense. If a gated entrance is installed, the Developer and the Association shall provide to all Emergency Service Providers all keys and/or codes necessary to obtain entry to the Condominium Premises. Developer has no obligation to construct any Amenities or include the same in the Condominium except pursuant to its absolute discretionary election to do so. Final determination of the design, layout, and location of any such Amenities, if constructed, will be at the sole discretion of the Developer, subject to compliance with all Township ordinances. After the expiration of the Construction and Sales Period, the foregoing convertibility rights may be exercised by the Association pursuant to the affirmative vote of two-thirds (2/3) of all Co-Owners, which shall bind all Co-Owners to contribute equally to the costs of installation, maintenance, repair, and replacement of any Amenities that may be installed

Section 9.4 Developer's Right to Grant Specific Right of Convertibility. The Developer shall have the authority to assign to the Co-Owner of a particular Unit the right of future convertibility for a specific purpose. Such assignment shall be by specific written authority duly executed by the Developer prior to the completion of the Construction and Sales Period and shall be granted only at the sole discretion of the Developer

Section 9.5 Compatibility of Improvements. All improvements constructed within the Convertible Areas described above shall be reasonably compatible with the development and structures on other portions of the Condominium Project, as determined by Developer in its sole discretion

Section 9.6 Amendment of Master Deed. The exercise of rights of modification and/or convertibility in this Condominium Project shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer or its assigns. The Developer shall be obligated to amend the Condominium Subdivision Plan to show all changes in the Units resulting from exercise of convertibility rights pursuant to this Article IX. The Developer shall, however, have the right to

close on the sale of a Unit, notwithstanding the fact that the Unit may not conform in size and/or shape to the depiction of the Unit on the Condominium Subdivision Plan, provided that a Consolidating Master Deed depicting the modified Unit is ultimately recorded as required by the Act and this Master Deed.

Section 9.7 Redefinition of Common Elements. Such amendments to the Master Deed shall also contain such further definitions and redefinitions of Common Elements as may be necessary to adequately describe and service the modified Units, dwellings and appurtenances being included in the Project under this Article IX. In connection with any such amendments, the Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article IX. In the event a Co-Owner exercises the right of convertibility described herein subsequent to Developer's final recording of a Consolidating Master Deed or other final amendment to the Master Deed, such Co-Owner shall be responsible, at his expense, to cause the Association to prepare and record an amendment to the Master Deed depicting such changes made by Co-Owner to the Unit and/or Common Elements

Section 9.8 Consent of Interested Persons. All of the Co-Owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be proposed by the Developer to effectuate the purposes of this Article IX. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

ARTICLE X MODIFICATION OF UNITS AND LIMITED COMMON ELEMENTS

Notwithstanding anything to the contrary contained in this Master Deed or the Bylaws, the Units in the Condominium and other Common Elements may be modified and the boundaries relocated in accordance with Section 48 of the Act and this Article X; such changes in the affected Unit or Units and its/their appurtenant Appurtenances or other Common Elements shall be promptly reflected in duly recorded amendment or amendments to this Master Deed.

Section 10.1 Modification of Units and Common Elements. The Developer may, in its sole discretion and without being required to obtain the consent of any person whatsoever (including Co-Owners and mortgagees of Units), except for the Township, whose written consent must be obtained, modify the size, location, or configuration of Units or Limited Common Elements appurtenant or geographically proximate to any Units as described in the Condominium Subdivision Plan attached hereto as Exhibit B or any recorded amendment or amendments hereof. Any such modifications by the Developer shall be effective upon the recordation of an amendment to the Master Deed. In addition, the Developer may, in connection with any such amendment, re-adjust Percentages of Value for all Units in a manner that gives reasonable recognition to such Unit modifications or Limited Common Element modifications based upon the method by which

Percentages of Value were originally determined for the Condominium. All of the Co-Owners and mortgagees of Units and all other persons now or hereafter interested in the Condominium from time to time (except the Township) shall be deemed to have irrevocably and unanimously consented to any amendment or amendments to this Master Deed recorded by the Developer to effectuate the purposes of this Section 10.1 and, subject to the limitations set forth herein, to any proportionate reallocation of Percentages of Value of existing Units that Developer determines are necessary in conjunction with any such amendments. All such interested persons (except the Township) irrevocably appoint the Developer as agent and attorney for the purpose of executing such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

Section 10.2 Relocation of Boundaries of Units or Common Elements. Subject to the written approval of the Township, the Developer reserves the right during the Construction and Sales Period, and without the consent of any other Co-Owner or any mortgagee of any Unit, to relocate any boundaries between Units. Such relocation of boundaries of Unit(s) and/or Appurtenances shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of Developer, its successors, or its assigns. In the event an amendment is recorded in order to accomplish such relocation of boundaries of Units and/or Appurtenances, the amendment shall identify the relocated Unit(s) and/or Appurtenances by Unit number(s) and, when appropriate, the Percentage of Value as set forth herein for the Unit(s) and/or Appurtenances that have been relocated shall be proportionately allocated to the adjusted Unit(s) in order to preserve a total value of one hundred (100%) percent for the entire Condominium following such amendment to this Master Deed. The precise determination of the readjustments and percentages of value shall be within the sole judgment of Developer. However, the adjustments shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Condominium. Any such amendment to the Master Deed shall also contain such further definitions of Common Elements as may be necessary to adequately describe the Units in the Condominium as modified. All of the Co-Owners and mortgagees of Units and all other persons now or hereafter interested in the Condominium from time to time (except the Township) shall be deemed to have irrevocably and unanimously consented to any amendment or amendments to this Master Deed recorded by the Developer to effectuate the purposes of this Section 10.2 and, subject to the limitations set forth herein, to any proportionate reallocation of percentages of value of Units that the Developer determines are necessary in connection with any such amendment. All such interested persons (except the Township) irrevocably appoint the Developer as agent and attorney for the purpose of executing such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Any such amendments may be accomplished without re-recording the entire Master Deed or its Exhibits.

Section 10.3 Limited Common Elements. Limited Common Elements shall be subject to assignment and reassignment in accordance with Section 39 of the Act, to accomplish the rights to relocate boundaries described in this Article X, or for other purposes.

ARTICLE XI RESTRICTIONS

In addition to any restrictions or requirements set forth by local, state or federal law, ordinance, rule or regulation, including the ordinances of the Township, all of the Units in the Condominium Project shall be held, used, and enjoyed subject to the following limitations and restrictions:

Section 11.1. Architectural Design Requirements and Unit Restrictions.

(a) Residential Use and Basic Design Control. Unless otherwise specifically herein permitted, the only structure that may be constructed and maintained upon a Unit is a single family dwelling with an attached garage that complies with the terms of the Condominium Documents (a "Dwelling"). The architectural style of every Dwelling will be determined by the Developer in its sole discretion. Every Dwelling will otherwise be designed, developed, and constructed to be dignified and to be harmonious and complimentary with every other Dwelling; and the Condominium Project will be developed as a refined and exclusive residential community of the highest architectural, construction, and aesthetic standards. Any other building, structure, or improvement (any of these an "Improvement") may only be constructed or installed or maintained upon a Unit with the prior written consent of Developer, which Developer may withhold in its sole discretion. Generally, the Developer does not intend to allow Improvements, except for the Dwelling, structures necessary in connection with an approved inground pool, and one permanent detached building with a minimum of 400 square feet, if built on a proper concrete foundation and located behind the house within the building envelope for such Unit, with the exterior matching the exterior of the house, or other exterior approved by the Developer. Any improvement that is permitted by Developer will be designed, developed, and constructed to be dignified and to be harmonious and complimentary with every Dwelling and with every other Improvement in order that the Condominium will be developed as a refined and exclusive residential community of the highest architectural, construction, and aesthetic standards. Temporary buildings or structures may not be constructed or erected or installed or maintained upon any Unit and mobile homes, trailers, campers, tents, shacks, tool sheds, barns, tree houses, or any other similar structures may not be located or installed or maintained upon any Unit, whether temporarily or permanently. In addition to the basic requirements set forth herein, at any time and from time to time, Developer may prepare and distribute architectural and detail guidelines regarding the design, development, and construction of Dwellings and Improvements. Every Dwelling and Improvement must be constructed, installed, and maintained according to the terms and conditions of the Final Approval for that Dwelling or Improvement, pursuant to the terms of *Section 11.2* below. The Developer may at any time appoint one or more agents to perform its reviews and provide its approvals as required in this Article XI.

(b) Structural and Design Guidelines of Dwelling. All buildings must comply with all state and local building requirements, regulations and ordinances, and to the extent not inconsistent with such state and local building requirements, regulations and ordinances:

(i) Height. The maximum height of any Dwelling is 30 feet, as determined by the Developer in its sole discretion. Developer will in its sole discretion establish the method to determine the height of any Dwelling or Improvement.

(ii) Square Foot Requirements. The minimum livable floor area of any Dwelling is 2,500 square feet for a one-story Dwelling and 2,800 for a one and a half or two-story Dwelling, with a minimum of 2,000 square feet on the first floor. The maximum livable floor area of any Dwelling is 8,000 square feet. If an Owner owns two contiguous Units that will be the location of single Dwelling, it shall be treated as one Unit. The number of square feet of livable floor area in a Dwelling will not include the number of square feet contained in any garages, patios, decks, open porches, entrance porches, terraces, basements, lower levels, or any other similar areas (as determined by the Developer), whether or not any of the foregoing areas are attached to a dwelling. The number of square feet of livable floor area in a Dwelling will include the number of square feet contained in an enclosed porch that is attached to that Dwelling, if the roof of that porch is an integral part of the roof line of that Dwelling.

(iii) Garage. A garage must be attached to the side of each Dwelling and Developer will determine in its sole discretion the side of each Dwelling to which a garage will be attached and the side of each garage that will be the entrance to the garage. Each garage must contain sufficient space for two and one-half cars.

(iv) Building Envelopes. The location upon a Unit of every Dwelling and every improvement must comply with the front, rear, side and 25 feet undisturbed natural features wetland setback requirements of any applicable zoning ordinance; but regardless of the requirements of any applicable zoning ordinance, a Dwelling (including without limitation any overhangs, porches, patios, decks or any other portion of any Dwelling) or any Improvement may not be constructed or installed or maintained in any of the setbacks that are described and depicted in respect of each Unit in the Condominium Subdivision Plan. Developer will in its sole discretion determine the side, rear, and front boundary lines of each Unit and the side, rear, and front of any Dwelling constructed on any Unit; but to the extent deemed appropriate by the Developer in its sole discretion, any requirements or restrictions pertaining to the front of any Unit will be deemed to apply to the rear or to the side of any Unit, in order that any unsightly or inappropriate conditions of any Unit will not be visible from any other Unit or from any road. Without the prior written approval of Developer, a Dwelling or any Improvement may not be constructed upon any Unit if the proposed location of that Dwelling or Improvement will unreasonably obstruct the view from any other Dwelling.

(v) Walkways and Driveways. Each Dwelling shall have a driveway and walkway adequate to provide access. Walkways shall be paved with brick or concrete. All driveways shall be constructed with hard surfacing of asphalt, stamped colored concrete, concrete or brick paving, and shall be installed prior to occupancy of the residence, weather permitting. If completion of the drive will be delayed by weather until after the owner occupies the premises, the driveway shall be complete by the following June 1. If it is not so completed, the Developer may complete the same and be reimbursed for the cost thereof from the Co-Owner.

(vi) Roof elements. The minimum pitch of the roof over any Dwelling or Improvement is six feet vertical for every 12 feet horizontal; but flat roofs may be installed over "Florida rooms" or porches or patios and with the prior written approval of Developer a flat roof may be installed over particular portions of multiple level dwellings or in certain approved contemporary styles.

Green, red, white, silver, gray, or any other off-white or similar color (as determined by Developer in its sole discretion) roofs are prohibited. All roofs must be covered by cedar shake, slate, or asphalt shingles.

(vii) Exterior Design. The exterior of every Dwelling and of every Improvement must be primarily wood, stone or brick, with a minimum of 60% brick or stone on all sides, unless a lesser amount is approved by the Developer, and the color of the exterior of every Dwelling (which color may not be changed without approval of the Developer) is subject to the approval of Developer, which approval Developer may withhold in its sole discretion. The installation of vinyl or aluminum siding, Texture 1-11, or drivet on the exterior of any Dwelling or Improvement is not permitted. The exterior of any Dwelling or any Improvement may not be painted or stained (or repainted or restained) without the prior written approval of Developer. Aluminum or metal windows may not be installed in any Dwelling or Improvement.

(viii) Air Conditioning Location. Any of the components of any air conditioning or similar systems (including without limitation any compressors) that are installed outside of any Dwelling must be screened by a stone or masonry wall in order that those components will not be visible from any other Units or from any road in order that any noise created by those components will be contained within that Unit. Developer will determine at any time and from time to time whether any particular screening is sufficient. Air conditioning or any other heating or cooling or ventilation units may not be installed within any window or attached to the wall of any Dwelling or Improvement.

(c) Additional Unit Restrictions.

(i) Recreational Ramps. Ramps, inclines, or other similar structures to facilitate skate-boarding, roller skating, roller blading, or similar activities (as determined by Developer in its sole discretion) may not be installed or maintained upon any Unit.

(ii) Repellent Devices. Bug lights, “bug zappers”, or another bug elimination or repellent devices may not be installed or maintained upon any Unit; but with the prior written approval of Developer (which Developer may withhold in its sole discretion) these devices may be installed and maintained upon a Unit for a temporary period of time if there is a demonstrated need for that device for a special occasion.

(iii) Pools. Above-ground swimming pools are prohibited. In-ground swimming pools and outdoor, above-ground jacuzzis, hot tubs, or any other similar facilities may not be constructed or maintained upon a Unit without prior written approval of Developer, which Developer may withhold in its sole discretion.

(iv) Antennae and Dishes. Outside radio or television aerials or antennae and satellite dishes or other reception or transmission may be construed or maintained upon a Unit, in a location that has been approved by Developer and that will not be visible from any other Unit or from any road, Developer will not establish any rules regarding the use or location of any satellite dishes, if those rules are prohibited by applicable law or regulation.

(v) Mailboxes and Addresses. Mailboxes and street address designations may not be installed upon any Unit without prior written approval of Developer. At any time and from time to time the Developer may elect that all of the mailboxes in the Condominium Project will be

either the same uniform design, and/or clustered at a common location; and in this event all of the mailboxes in the Condominium Project will be installed according to plans and specifications determined by Developer and at a common location that is determined by Developer. The cost of installing these mailboxes will be paid by each Owner and the Association may levy an assessment against each Unit to pay for the cost of installing any of these mailboxes.

(vi) Tennis Courts. Tennis courts may not be constructed or maintained upon a Unit without the prior written approval of Developer, which Developer may withhold in its sole discretion.

(vii) Lawn sculptures and Signs. Lawn ornaments, sculptures, statues, and signs may not be installed or maintained upon any Unit (including without limitation any signs stating that any Unit is for rent or for sale or any signs identifying any architect, builder, contractor, landscaper or landscape architect) without the prior written approval of Developer, which Developer may withhold in its sole discretion.

(viii) Fences. No fence or wall shall be placed, erected or permitted to remain on any Unit without approval of the Developer. Fences which are required by local ordinance to enclose swimming pools shall be allowed provided they are kept in good condition and repair at all times. In general, black wrought iron, aluminum or similar looking fences, ornamental fences, garden walls and similar devices may be approved, provided that if more than two (2) feet above grade in height, they do not extend further toward the front of the Lot than the rear line of the house. No wooden or chain link perimeter fences will be permitted.

(ix) Yards and Landscaping. All Units in the Project, not owned by Developer, shall be kept neat, and free of debris. No Unit shall be used as a dumping ground and all rubbish, trash, garbage or other waste shall be kept in sanitary containers. All brush or other debris piles and accumulations on any Unit or Units must be removed within ninety (90) days of its accumulation. No dirt shall be removed from any parcel without approval from the Developer. All Units shall be landscaped in a suitable manner, including finish grading, seeding or sodding, ornamental planting, and an underground sprinkler system. A minimum of 40 feet from the road edge and running the length of the property frontage shall be grass routinely cut and maintained. Any fence, wall, tree, hedge, bush, shrub or other planting, or obstacle shall not be placed or maintained within twenty-five (25) feet of any roadway if the same would obstruct sight along the roadway or another roadway at elevations between three (3) and six (6) feet due to curvature of the roadway or intersection with another roadway. However, trees may be planted or maintained within this area if the foliage line is maintained at sufficient height to prevent such obstruction of sight. All Unit owners are encouraged to reduce the use of fertilizers, herbicides and pesticides in maintaining their landscape. Any Unit which includes regulated wetlands shall not grade the area and shall preserve it in its natural state and shall preserve the undisturbed 25 feet natural features setback as required by the Township Ordinances. No living trees greater than three inches in diameter shall be cut or removed from a parcel twelve (12) months after the residence is completed without review and approval of the Developer.

(x) Grade changes. The Units have been left in as natural a state as possible and as a result of the construction of roads, there are low spots and other areas in which water may accumulate and stand temporarily. Neither the Developer nor the Livingston County Drain Commissioner is under any obligation to correct any such condition. The grade of any Unit in the

development may not be altered so as to increase or direct water runoff to any other Unit or the development's wetland areas. Surface water runoff shall be directed to the development's storm water system. All water retention areas shall be allowed to remain in a state of nature, except as required for maintenance to ensure function as designed. No structures shall be erected nor shall any bushes, trees or other plants be planted thereon or any fill or other material deposited or placed thereon. No soil or minerals shall be dredged or removed, nor shall any water be drained therefrom.

(xi) Non-Disturbance of Wetlands and Natural Features Set-back. Certain portions of the land within the Condominium contain wetlands which are protected by federal and state law. Any disturbance of a wetland by depositing material in it, dredging or removing material from it or draining water from the wetland may be done only after a permit has been obtained from the Department of Environmental Quality or its administrative successor. The penalties specified in the applicable laws are substantial. To avoid any possibility of violation of such laws and to preserve the inherent beauty and environmental quality of the wetlands for all Co-Owners, neither any Co-Owner nor the Association may disturb in any way (including by pedestrian traffic, chemical sprays or any other intrusion) any wetland depicted as such on the Condominium Subdivision Plan. Additionally, as required by Township Ordinance, there shall be no construction or other disturbance of land or vegetation permitted within 25 feet of the boundary of any wetland as the wetland boundaries have been depicted on the Condominium Subdivision Plan which additional areas shall serve as protective buffers for all wetlands located within the Condominium.

(d) Use Restrictions.

(i) Activities. Use of the common areas shall be restricted to Unit owners and their guests. All Unit owners shall have the right and easement of enjoyment of the common areas and such easement shall be appurtenant to and shall pass with the title of every Unit in the development. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the General Common Elements, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-Owners of the Condominium Project. No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit at any time and disputes among Co-Owners, arising as a result of this provision which cannot be amicably resolved, shall be arbitrated by the Association. No Co-Owner shall conduct or permit any activity or keep or permit to be in his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium, without the written approval of the Association, and, if approved, the Co-Owner shall pay to the Association the increased insurance premiums resulting from any such activity. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, any activity involving the use of firearms, air rifles, pellet guns, BB guns, bows and arrows, or other similar dangerous weapons, projectiles or devices.

(ii) Aesthetics. The Limited and General Common Elements shall not be used for the storage of supplies, materials, personal property or trash or refuse of any kind, except in accordance with the duly adopted rules and regulations of the Association. No unsightly condition shall be maintained on any porch, courtyard or deck and only furniture and equipment consistent with the normal and reasonable use of such areas shall be permitted to remain there during seasons when such areas are reasonably in use, and no furniture or equipment of any kind shall be stored

thereon during seasons when such areas are not reasonably in use. Trash receptacles shall at all times be maintained within garages and shall not be permitted to remain elsewhere on the Common Elements except for such short periods of time as may be reasonably necessary to permit the periodic collection of trash. In General, no activity shall be carried on nor any condition maintained by a Co-Owner, either in his Unit or upon the Common Elements, which is detrimental to the overall appearance of the Condominium.

(iii) Vehicle storage. No commercial vehicles, house trailers, boat trailers, boats, camping vehicles or camping trailers may be parked on or stored on any Unit in the development for any period in excess of forty eight hours, unless stored, fully enclosed within an attached garage. Commercial vehicles and trucks shall not be parked in the development on any Unit therein, except while making deliveries or pickups in the normal course of business. This shall not apply to developer's vehicles and structures, or vehicles and equipment used in connection with and during the period of home construction.

(iv) Pets. No animals, livestock or poultry of any kind shall be raised, bred, trapped, injured or killed, or kept in any Unit or other Limited Common Elements, except dogs, cats or other common household pets, and except that a Co-Owner may trap or dispose of any animal which constitutes a nuisance or a threat to health or safety. No animal may be kept or bred for any commercial purpose and every permitted pet shall be cared for and restrained so as not to be obnoxious or offensive to other Co-Owners. If pets are allowed in the yard of a residence, the same shall be controlled and restrained by "invisible fencing." No animal may be permitted to run loose at any time upon the General Common Elements and an animal shall at all times be leashed and accompanied by some responsible person while on the General Common Elements. No dangerous animal shall be kept and any Co-Owner who causes any animal to be brought or kept upon the Condominium Premise shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as a result of the presence of such animal on the premises, whether or not the Association has given its permission therefor. No runs, pens or shelters for pets shall be permitted within a Unit or other Limited Common Elements unless such runs, pens or shelters do not exceed 150 square feet in area and are located adjacent to an exterior wall of a dwelling or garage on the opposite side of the Unit from the street. The run or pen shall be fenced and the exterior shall be landscaped or planted so as to screen the view of adjoining Units. No dog or dogs shall be allowed to reside outside of a dwelling or be allowed to remain outside of a dwelling unsupervised for extended periods of time (multiple hours). The Association may charge all Co-Owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of the Bylaws in the event that the Association determines such assessment is necessary to defray the Association's costs of accommodating animals within the Condominium. The Association shall have the right to require that any pets be registered with the Association and may adopt such additional reasonable rules and regulations with respect to animals as it deems proper. In the event of any violation of this Section, the Board of Directors of the Association may assess fines for such violation in accordance with the Bylaws and in accordance with its duly adopted rules and regulations.

(v) Trash Containers. Containers may be placed at the roadside for pick-up but shall not be left there for more than twenty-four (24) hours in any week. Any debris resulting from

the damage or destruction of any improvement on a Unit shall be removed with all reasonable dispatch in order to prevent an unsightly or unsafe condition.

(vi) Subletting and leasing. If a Unit is leased or sublet, the Co-Owner shall provide the name and contact information of the tenant or tenants to the Association and shall at all times remain responsible for its tenants' compliance with the obligation of the Project and the Association.

Section 11.2. Design and Architectural Approvals for Dwellings or Improvements.

(a) In order that every Dwelling and every Improvement will be designed and constructed and the Condominium will be developed in a manner that is consistent with the highest standards of a beautiful, serene, first-class, private, residential community, any Dwelling or any Improvement, as the case may be, may not be constructed or installed or maintained, unless Developer, or its designated agent, has granted "Final Approval" in respect of that Dwelling or Improvement. To obtain Final Approval:

(i) The Owner of the Unit upon which the Dwelling or Improvement is proposed to be constructed or installed must first obtain "Concept Approval". To obtain Concept Approval, that Owner (or an authorized representative of that Owner) must submit to Developer (A) a topographical survey of each Unit, prepared by a registered engineer or surveyor and depicting existing grades and the location of all trees having a diameter at ground level of three inches or more; (B) a conceptual site plan, depicting the location of any proposed Dwelling or Improvement; (C) a conceptual floor plan; (D) conceptual front and rear elevation drawings of the proposed Dwelling or Improvement; and (E) a description of all of the colors and types of exterior materials in respect of the Dwelling or Improvement. Concept Approval will be deemed to have been granted when Developer has approved in writing all of these submissions.

(ii) If an Owner has obtained Concept Approval, that Owner must then obtain "Preliminary Approval". To obtain Preliminary Approval, that Owner (or any authorized representative of that Owner) must submit to Developer (A) a detailed site plan of the Unit, superimposed over the topographical survey described under subparagraph (i) above, depicting proposed grades (including without limitation detailed proposed final grades for landscaping), (B) a dimensioned floor plan; (C) detailed drawings of every elevation, (D) actual samples of cedar shake, slate, or asphalt shingles and stain or paint materials and colors, (E) a conceptual landscape plan, if applicable, and (F) an exterior lighting plan. The location of any proposed Dwelling or Improvement must be staked on the Unit. Preliminary Approval will be deemed to have been granted when Developer has approved in writing all of the foregoing submissions and the location of the Dwelling and all of the proposed Improvements, as the case may be.

(iii) If an Owner has obtained Preliminary Approval, that Owner must then obtain "Final Approval". To obtain Final Approval, that Owner (or any authorized representative of that Owner) must submit to Developer (A) all prints, plans, and other matters that have been submitted or are required to be submitted to obtain a building permit for the Dwelling or Improvement from the appropriate governmental authority, (B) a dimensional site plan, sealed by a registered engineer and depicting all setbacks and all existing and all proposed elevations and all trees located on the Unit and having a diameter at ground level of three inches

or more (and an identification of any tree that the Owner of that Unit intends to remove from that Unit), (C) complete building plans for the Dwelling or Improvement, sealed by a registered architect, (D) a final exterior lighting plan that will (without limitation) be designed (I) in order that any exterior lighting will not directly shine into any other Dwelling and (II) to include a timing system that will activate exterior lighting at dusk and deactivate exterior lighting at dawn (which activation system will include both a photo-sensitive activator and a clock activator), (E) a construction schedule specifying completion date for foundations, rough-in, the entire Dwelling or Improvement, and the installation of landscaping, as applicable, (F) a list of exterior materials and colors (including paint and stain colors), including actual samples if not already submitted, (G) the deposit described under Paragraph 10(f)(iii) below, if required by Developer, and (H) any other materials or information required by Developer. Final Approval will be deemed to have been granted when Developer has approved in writing all of the foregoing submissions.

(iv) Each instrument or document submitted to Developer must be accompanied by three copies of that instrument or document. After Final Approval has been granted, two of these copies will be returned to the Owner of the Unit in respect of which these instruments or documents were submitted and any remaining copies will be retained by and be the property of Developer. Any approval hereunder by Developer will not be effective unless that approval is in writing.

(b) Regardless of any other terms of the Condominium Documents, any Dwelling or Improvement (or any alteration, modification, or variance of any Dwelling or Improvement) that is not in strict compliance with the terms of these Bylaws may not be constructed or maintained upon any Unit unless the particular condition of that Dwelling or Improvement that does not comply with the terms of these Bylaws was identified to Developer in the submissions required under subparagraph (a) above, and unless that condition was specifically recognized by Developer and approved by Developer in writing. Every Dwelling or Improvement and every alteration, modification, or variance of any Improvement must be constructed and installed in strict compliance with the Final Approval for that Dwelling or Improvement or for an alteration, modification or variance or any Dwelling or Improvement.

(c) A Dwelling or an Improvement may not be altered or modified or varied in any manner (including without limitation the materials and colors that will be used in respect of the construction and installation of that Improvement) from the terms of the Final Approval for that Dwelling or Improvement; and Final Approval must be obtained from Developer to alter or modify or vary any Dwelling or Improvement (even if that alteration or modification or variance is required for reasons beyond the control of the Owner of that Dwelling or Improvement); but if a proposed alteration or modification or variance or any Dwelling or Improvement is Immaterial (as determined by Developer), Final Approval is not required in respect of that alteration, modification, or variance. Any Owner requesting Final Approval to alter, modify, or vary any Improvement will first submit to Developer any information requested by Developer (including without limitation material and color samples) to permit Developer to determine whether that alteration, modification, or variance is material or immaterial.

(d) The plans and specifications submitted hereunder to Developer to obtain Concept Approval must be accompanied by a \$500 payment to Developer. This payment will be retained

by Developer in respect to any costs or fees incurred by Developer to review any plans or specifications submitted under this Section by the Owner. This payment is not refundable. If an agent is designated by the Developer, this fee may be split with the agent.

Section 11.3 Transfer of Architectural and Design Review. The Developer shall have sole architectural review control through the end of the Construction and Sales Period. At that time, the Developer shall assign all review rights and authority to the Association. Thereafter references to the Developer shall be deemed to be the Association. The Association may appoint an agent or form an architectural review committee to perform the functions set forth in Section 11.2 above. In addition to the rules set forth above, the Association may prescribe from time to time the procedures to be followed and the information to be submitted in conducting such architectural reviews. The committee may refuse to consider any request which does not follow the prescribed procedures. In the event, the Developer ceases to exist or ceases to respond to requests for approvals or perform required responsibilities hereunder, the rights shall have been deemed to be assigned to the Association.

Section 11.4 Association. An Association to administer the Condominium Project shall be created in accordance with the Act which shall operate in accordance with the Bylaws attached hereto as Exhibit A. All Co-Owners are members of the Association, which shall consist of and exist for the benefit of all persons who shall at any given time own Units in the Project. The Association shall have the authority to establish rules, regulations, voting procedures and policies for the betterment of the Association, including the authority to make and enforce regulations pertaining to the use and maintenance of the common areas. Upon establishment of the Association, the Association shall have the authority to enforce building and use restrictions on the Units that have been sold.

Section 11.5 Association Dues. Co-Owners shall pay assessments to cover taxes, maintenance, improvements, insurance and other costs incurred against the common areas as set forth in the Bylaws. In addition, upon purchase of a Unit, each Co-Owner shall pay a one-time initial capital contribution of One Thousand Dollars \$1,000.00 to the Association. The Developer is not required to pay association dues for any unsold Units. These initial funds shall be used by the Developer for the purpose of promoting the recreation, health, safety, and welfare of the residents and for the operation and maintenance of common areas.

Section 11.6 Rules and Regulations. It is intended that the Board of Directors of the Association may adopt rules and regulations from time to time to reflect the needs and desires of the majority of the Co-Owners in the Condominium. Reasonable regulations consistent with the Act, this Master Deed and the Bylaws concerning the use of the Common Elements may be adopted and amended from time to time by any Board of Directors prior to the Transitional Control Date. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-Owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each Co-Owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of greater than 50% of the Co-Owners in number and value, except that the Co-Owners may not revoke any regulation or amendment prior to the First Annual Meeting of the entire Association. Any rules and regulations adopted by the Association shall not limit Developer's construction, sales or rental activities. Notwithstanding the foregoing,

any amendment to such rules and regulations which would be inconsistent with the Conditional Zoning Agreement or the approved final site plan for the Condominium shall require the written approval of the Township.

Section 11.7 Right of Access of Association. The Association and its duly authorized agents shall have access to each Unit and other Appurtenances and improvements constructed on such Unit, and any other Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-Owner thereof, as may be necessary for the performance of the maintenance of the Common Elements. In addition, the Association and its agents shall at all times without notice have access to each Unit and Appurtenances, and other improvements constructed thereon, and any Limited Common Elements appurtenant thereto as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. Each Co-Owner shall be obligated to provide the Association with a means of access to his Unit and other improvements constructed on such Unit and any Limited Common Elements appurtenant thereto during the Co-Owner's absence, and in the event such Co-Owner fails to provide a means of access thereto the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-Owner for any necessary damage thereto or for the repair or replacement of any doors or windows damaged in gaining such access.

Section 11.8 Livingston County Health Department Restrictions. The following restrictions placed on The Ridge Site Condominium Community by the Livingston County Health Department are not severable and shall not expire under any circumstances unless otherwise amended or approved by the Livingston County Health Department.

- (a) No Unit shall be used for other than a single-family dwelling.
- (b) There shall be no future subdividing of any building Units which would utilize individual onsite sewage disposal and/or water supply systems.
- (c) "The Ridge" Site Condominium has been approved for 19 individual Units as described in Monument Engineering Group Associates, Inc Project # 18-025 site plan dated January 2, 2019.
- (d) The wells and septic systems shall be located in the exact area as indicated on the preliminary site plan. There shall be no deviations to these locations due to the potential of making neighboring building sites within this development un-buildable. In the future and ensuring the approvals included in this letter; if for any reason modifications to the originally approved septic areas are considered necessary a written request along with and application for soil evaluation and the associated fees shall be submitted to LCHD for review and approvals.
- (e) All wells shall be drilled by a licensed Michigan well driller and be drilled to a depth that will penetrate a minimum of a 10 ft impervious clay layer and/or maintain a minimum of 50 ft. from the static water level to the bottom of the casing or top of the screen in an unconfined formation.
- (f) The water softener and/or water conditioning discharge waters shall not be connected or discharged into the onsite sewage treatment system.

(g) The test wells used to determine onsite water supply adequacy have been drilled on Units 8 and 11, and one has been located on parcel # 4711-26-200-037. Any test well not intended for use as the potable water supply system shall be properly abandoned according to Part 127, Act 368 of the Groundwater Quality Control Act.

(h) All wells shall maintain a minimum setback of 75 ft. to all onsite sewage treatment systems.

(i) The individual Unit owners shall be responsible for the maintenance and repair of their individual potable water supply and onsite sewage treatment systems.

(j) The reserve septic locations as designated on the preliminary plan on file at the Livingston County Health Department must be maintained vacant and accessible for future sewage treatment uses.

(k) There shall be no underground utility lines located within the areas designated as active and reserve sewage treatment areas.

(l) The onsite sewage treatment systems for Units 6, 7, 9, 10, 12 -16. & 18 will require the excavation of slow permeable soils to a more permeable soil ranging between 3.5 to 10 ft. in depth. Due to the fact that unsuitable soils will be excavated in the area and replaced with clean, sharp sand, the cost of the system may be higher than a conventional sewage treatment system.

(m) Units 3 & 4 will require the bottom of the stone bed to be no deeper than the highest original grade.

(n) Units 1, 3, 4, 13, & 17 will require an enlarged onsite sewage treatment system due to the heavy soil structure witnessed on these Units. Please refer to the soil conditions on the file at LCHD.

(o) No construction of or within the Project may affect the placement for either the active or reserve sewage treatment systems on any Unit.

(p) All onsite sewage treatment systems shall maintain no less than 50 ft. from any detention/retention pond.

(q) A 1400 sq. ft. area has been designated on each Unit for the active and reserve sewage treatment systems to accommodate a typical three bedroom single family home. Proposed homes exceeding three bedrooms must show that sufficient area exists for both active and reserve sewage treatment systems, which meet all acceptable isolation distances.

(r) There shall be no activity within the regulated wetlands unless permits have been obtained from the Michigan Department of Environment, Great Lakes, and Energy (EGLE).

(s) All restrictions placed on the development by the Livingston County Health Department are not severable and shall not expire under any circumstances unless otherwise amended or approved by the Livingston County Health Department.

Section 11.9 Unit division. No Unit may be divided, split or reduced in size by any method, without the proper approval of the Developer and compliance with all applicable local ordinances and state laws. Units may be enlarged by consolidation with one or more adjoining Units under one ownership. If more than one Unit is developed as a Unit, all restrictions shall apply as to a single Unit.

Section 11.10 Reserved Rights of Developer.

(a) *Developer's Rights In Furtherance of Development and Sales.* None of the restrictions contained in this Article XI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Construction and Sales Period or of the Association in furtherance of its powers and purposes set forth herein and in the Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary contained elsewhere in this Master Deed or the Bylaws, the Developer shall have the right, during the Construction and Sales Period, to maintain a sales office, a business office, a construction office, model units, construction and/or sales trailers, storage areas and parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable the development and sale of the entire Project. The Developer shall restore the areas utilized by the Developer to habitable status upon its termination of use.

(b) *Enforcement of Restrictions.* The Condominium Project shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private, residential community for the benefit of the Co-Owners and all persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligation to provide maintenance with respect to the Condominium Project in a manner consistent with such high standards, then the Developer, or any entity to which it may assign this right, may elect to provide such maintenance as required by this Master Deed or the Bylaws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce this Master Deed and the Bylaws throughout the Construction and Sales Period regardless of whether or not it owns a Unit in the Condominium. The Developer's enforcement rights under this Section may include, without limitation, an action to restrain the Association or any Co-Owner from performing any activity prohibited by this Master Deed and/or the Bylaws.

(c) *Waiver of Restrictions.* The purpose of this Article XI is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development and shall be binding upon all Co-Owners. The Developer may, in the Developer's sole discretion, waive, at any time during the Construction and Sales Period, any part of the restrictions set forth in this Article XI due to unusual topographic, natural, or aesthetic considerations or other circumstances that the Developer deems compelling. Any such waiver must be in writing and shall be limited to the Unit to which it pertains and shall not constitute a waiver as to enforcement of the restrictions as to any other Unit. Developer's rights under this Article XI

may, in Developer's discretion, be assigned to the Association or other successor to Developer. Developer may construct any improvements upon the Condominium Premises that Developer may, in Developer's sole discretion, elect to make without the necessity of prior consent from the Association or any other person or entity, subject only to the express limitations contained in the Condominium Documents.

ARTICLE XII AMENDMENT

Except as otherwise expressly provided in this Master Deed or in the Act, the Condominium shall not be terminated, vacated, revoked, or abandoned except as provided in the Act, nor may any of the provisions of this Master Deed or Exhibit B be amended (but Exhibit A hereto may be amended as therein provided) except as follows:

Section 12.1 Amendments.

(a) Without Co-Owner and Mortgagee Consent. The Condominium Documents may be amended by the Developer or the Association without the consent of Co-Owners or mortgagees for any purpose if the amendment does not materially alter or change the rights of a Co-Owner or mortgagee. Amendments modifying the types and sizes of unsold Units and their appurtenant Common Elements, showing minor architectural variances and modifications to a Unit, correcting survey or other errors made in the Condominium Documents, or for the purpose of facilitating mortgage loan financing for existing or prospective Co-Owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration, the Department of Housing and Urban Development, or by any other institutional participant in the secondary mortgage market that purchases or insures mortgages, shall be examples of amendments that do not materially alter or change the rights of a Co-Owner or mortgagee.

(b) With Co-Owner and Mortgagee Consent. An amendment may be made, even if it will materially alter or change the rights of the Co-Owners or mortgagees, with the consent of not less than two-thirds (2/3) of the votes of the Co-Owners entitled to vote as of the record date of such vote and two-thirds (2/3) of the votes of the mortgagees; provided, that a Co-Owner's Unit dimensions or Limited Common Elements may not be modified without its consent, nor may the formula used to determine Percentages of Value for the Project or provisions relating to the purpose of usage, ability, or terms under which a Unit currently is leased or may be rented be modified without the consent of the Developer and each affected Co-Owner and mortgagee. Rights reserved by the Developer herein, including without limitation, rights to amend for purposes of expansion and/or modification of Units, shall not be amended without the written consent of the Developer so long as the Developer or its successors or assigns continue to own or to offer for sale any Unit in the Project, have the right to create one or more additional Units, or continues to own any interest in the Condominium Premises. For purposes of this subsection, a mortgagee shall have one vote for each mortgage held.

(c) Material Amendment By Developer. A material amendment may also be made unilaterally by the Developer without the consent of any Co-Owner or mortgagee for the

specific purpose(s) reserved by the Developer in this Master Deed. During the Construction and Sales Period, this Master Deed shall not be amended nor shall the provisions of this Master Deed be modified in any way without the written consent of the Developer or its successors or assigns.

(d) Developer's Reserved Amendments. Notwithstanding any contrary provision of the Condominium Documents, Developer reserves the right to amend materially this Master Deed or any of its exhibits for any of the following purposes:

- i. To amend the Condominium Bylaws, subject to any restrictions on amendments stated therein;
- ii. To correct arithmetic errors, typographical errors, survey or plan errors, deviations in construction or any similar errors in the Master Deed, Condominium Subdivision Plan, or Condominium Bylaws, or to correct errors in the boundaries or locations of improvements, including revising the Subdivision Plan to fully comply with the applicable regulations;
- iii. To clarify or explain the provisions of this Master Deed or its exhibits;
- iv. To comply with the Act or rules promulgated thereunder or with any requirements of any governmental or quasi-governmental agency or any financing institution providing mortgages on Units in the Condominium Premises;
- v. To create, grant, make, define, or limit easements affecting the Condominium Premises;
- vi. To record an "as built" Condominium Subdivision Plan and/or consolidating Master Deed and/or to designate any improvements shown on the Plan as "must be built," subject to any limitations or obligations imposed by the Act;
- vii. To terminate or eliminate reference to any right which Developer has reserved to itself herein; and
- viii. To make alterations described in this Master Deed, even if the number of Units in the Condominium would thereby be increased or reduced.

Amendments of the type described in this Subsection 7.1(d) may be made by the Developer without the consent of Co-Owners or mortgagees, and any Co-Owner or mortgagee having an interest in a Unit affected by such an amendment shall join with the Developer in amending this Master Deed.

(e) Costs and Expenses; Notice. A person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment, except for amendments based upon a vote of the prescribed majority of Co-Owners and mortgagees, the costs of which are expenses of administration. The Co-Owners and mortgagees of

record shall be notified of proposed amendments under this Section not less than ten (10) days before the amendment is recorded.

(f) Developer Consent Required. Articles II, IV, V, VI, VII, VIII, IX, X, XI, XII and XIII shall not be amended, nor shall the provisions thereof be modified by any other amendment to this Master Deed, without the written consent of the Developer, so long as the Developer continues to offer any Unit in the Condominium for sale or so long as there remains any Unit that may be created. Developer's reservation of easement rights for adjacent property and Developer's right to consent to all easements affecting the Condominium shall be perpetual and cannot be amended.

(g) Charter Township of Genoa Consent Required. No amendment of this Master Deed or the Condominium Documents may be made without the prior written consent of the Charter Township of Genoa, if such amendment would affect a right of the Charter Township of Genoa set forth or reserved with in this Master Deed or in the Condominium Documents.

Section 12.2 Termination. If there is a Co-Owner other than the Developer, the Condominium may be terminated only with consent of the Developer and not less than 80% of the Co-Owners and mortgagees, as follows:

(a) Execution of Agreement. Agreement of the required number of Co-Owners and mortgagees to termination of the Condominium shall be evidenced by their execution of the termination agreement or of ratifications thereof, and the termination shall become effective only when the agreement is so evidenced of record.

(b) Ownership of Condominium. Upon recordation of an instrument terminating the Condominium, the property constituting the Condominium shall be owned by the Co-Owners as tenants in common in proportion to their Condominium Percentage of Value immediately before recordation. As long as the tenancy in common lasts, each Co-Owner or the heirs, successors, or assigns thereof shall have an exclusive right of occupancy of that portion of the property, which formerly constituted the Unit.

(c) Notice of Termination. Notification of termination by first class mail shall be made to all parties interested in the Condominium, including escrow agents, land contract vendors, creditors, lienholders, and prospective purchasers who deposited funds.

ARTICLE XIII ASSIGNMENT

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

**ARTICLE XIV
SEVERABILITY**

If any provision of this Master Deed shall be determined to be invalid or unenforceable by a court of competent jurisdiction, such determination shall not render this entire Master Deed invalid or unenforceable, and the provisions of this Master Deed not subject to such determination shall survive, unaffected thereby.

**ARTICLE XV
CONTROLLING LAW**

The provisions of the Act, and of the other laws of the State of Michigan, shall be applicable to and govern this Master Deed and all activities related hereto.


IN WITNESS WHEREOF, the undersigned has executed this Master Deed as of the date first written above.

THE RIDGE AT BRIGHTON, LLC


By: **JOHN J. MORETTI**
Its: **MANAGER**

STATE OF MICHIGAN)
) ss
COUNTY OF LIVINGSTON)

The foregoing instrument was acknowledged before me this 3rd day of March, 2020, by John M. Moretti, Manager of The Ridge at Brighton, LLC, a Michigan limited liability company, on behalf of said company.


Catherine Riesterer, Notary Public
Livingston County, Michigan
My Commission Expires: 4-6-21

DRAFTED BY AND WHEN RECORDED RETURN TO:
Catherine A. Riesterer
COOPER & RIESTERER, PLC
7900 Grand River Road
Brighton, MI 48114
810-227-3103

EXHIBIT A

CONDOMINIUM BYLAWS

THE RIDGE SITE CONDOMINIUM ASSOCIATION

CONDOMINIUM BYLAWS

THE RIDGE SITE CONDOMINIUM ASSOCIATION

ARTICLE I ASSOCIATION OF CO-OWNERS

Section 1.1 Formation; Membership. The Ridge Site Condominium (sometimes referred to herein as "Condominium Project"), a residential Condominium Project located in Genoa Township, Livingston County, Michigan, shall be administered by The Ridge Site Condominium Association, which shall be a non-profit corporation, hereinafter called the "Association," organized under the applicable laws of the State of Michigan. The Association shall be responsible for the management, maintenance (which term, for purposes of these Bylaws, shall also mean decoration, repair, renovation, restoration, and replacement, unless otherwise specified), operation, and administration of the Common Elements, easements, and affairs of the Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Condominium Bylaws referred to in the Master Deed and required by Section 53 of the Act and the Association Bylaws provided for under the Michigan Non-Profit Corporation Act. Each Co-Owner shall be a member in the Association and no other person or entity shall be entitled to membership. Co-Owners are sometimes referred to as "Members" in these Bylaws. A Co-Owner's share of the Association's funds and assets cannot be assigned, pledged, or transferred in any manner except as an appurtenance to his Unit. The Association shall retain in its files current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project, all of which shall be available at reasonable hours for review by Co-Owners, prospective purchasers, and prospective mortgagees of Units in the Condominium Project. All Co-Owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the Condominium Documents.

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

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

ARTICLE II ASSESSMENTS

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

Section 2.2 Assessments for Common Elements; Personal Property Taxes Assessed Against the Association. All costs incurred by the Association to satisfy any liability or obligation arising from, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of or pursuant to any policy of insurance securing the interest of the Co-Owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project within the meaning of Section 54(4) of the Act.

Section 2.3 Determination of Assessments. Assessments shall be determined in accordance with the following provisions:

(a) Budget. The Board of Directors of the Association shall establish an annual budget ("Budget") in advance for each fiscal year and such Budget shall project all expenses for the ensuing year which may be required for the proper operation, management, and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance of the Common Elements that must be repaired or replaced on a periodic basis shall be established in the budget and must be funded by regular annual payments as set forth in Section 2.4 below, rather than by special assessments. At a minimum, the reserve fund shall be equal to 20% of the Association's current annual Budget on a non-cumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for the Project, the Association of Co-Owners should carefully analyze the Condominium Project to determine if a greater amount should be set aside or if additional reserves should be established for other purposes from time to time. Upon adoption of a Budget by the Board of Directors, copies of the Budget shall be delivered to each Co-Owner and the assessment for said year shall be established based upon said Budget. The applicable annual assessments, as levied, shall constitute a lien against all Units as of the first day of the fiscal year in which the assessments relate. Failure to deliver a copy of the Budget to each Co-Owner shall not affect or in any way diminish such lien or the liability of any Co-Owner for any existing or future assessments. Should the Board of Directors at any time determine, in its sole discretion, that the assessments levied are or may prove to be insufficient: (1) to pay the actual costs of the Condominium Project's operation and management; (2) to provide for maintenance of existing Common Elements; (3) to provide additions, restoration, renovation, and replacement to the Common Elements not exceeding \$5,000.00 annually for the entire Condominium Project; or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessments and to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors shall also have the authority, without Co-Owner or mortgagee consent, to levy assessments for repair, restoration, renovation, and replacement in the event of casualty, pursuant to the provisions of Section 5.4 below. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and its Members and shall not be enforceable by any creditors of the Association or its Members.

(b) Special Assessments. Special assessments, in addition to those required in Section 2.3(a) above, may be made by the Board of Directors from time to time, subject to Co-Owner approval as hereinafter provided, to meet other needs or requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of a cost exceeding \$5,000.00 for the entire Condominium Project per year; (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 2.6 below; or (3) assessments

for any other appropriate purpose that could not be covered by the annual assessment. Special assessments referred to in this subparagraph (b) (but not including assessments referred to in Section 2.3(a) above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of the Co-Owners representing 60% or more of all Co-Owners. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and its Members and shall not be enforceable by any creditors of the Association or its Members.

(c) Remedial Assessments. If any Co-Owner fails to provide proper maintenance of any Limited Common Element that is appurtenant to his Unit, which failure, in the opinion of the Board of Directors adversely affects the appearance of the Condominium Project as a whole or the safety, health, or welfare of the other Co-Owners of the Condominium Project, the Association may, following notice to such Co-Owner, take any actions reasonably necessary to provide such maintenance for the Unit, and the cost thereof shall be assessed against the Co-Owner who has the responsibility under the Master Deed or these Bylaws to maintain such Unit. The Association may also take the actions permitted under Section 4.3(b) of the Master Deed, and the cost(s) thereof shall be assessed as provided in said Section 4.3(b).

(d) Working Capital Contribution. Any Co-Owner who acquires a Unit from the Developer shall pay to the Association, on the date said Unit is conveyed to the Co-Owner, an amount equal to the then current annual assessment, which sum constitutes a one-time non-refundable contribution to the Association's working capital account.

(e) Limitations on Assessments for Litigation. The Board of Directors shall not have the authority under this Section 2.3 or any other provision of these Bylaws or the Master Deed to levy any assessment or to incur any expense or legal fees with respect to any litigation without the prior approval, by affirmative vote, of not less than two-thirds (2/3) of all Co-Owners entitled to vote. This subsection shall not apply to any litigation commenced by the Association to enforce collection of delinquent assessments pursuant to these Bylaws. In no event shall the Developer be liable for , nor shall any Unit owner by Developer be subject to any lien for, any assessment levied to fund the cost of asserting any claim against the Developer, whether by arbitration, judicial proceeding, or otherwise.

Section 2.4 Apportionment of Assessments and Penalty for Default. Unless otherwise provided in these Bylaws or in the Master Deed, all assessments levied against the Co-Owners to cover management, maintenance, operation, and administration expenses shall be apportioned among and paid by the Co-Owners in accordance with the respective Percentages of Value allocated to each Co-Owner's Unit in Article V of the Master Deed. Annual assessments determined in accordance with Section 2.3(a) above shall be paid by Co-Owners in one (1) installment, commencing with the acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. A Co-Owner shall be in default of his assessment obligations if he fails to pay any assessment installment when due. A late charge not to exceed \$25.00 per month shall be assessed automatically by the Association upon any assessments in default for ten (10) or more days until the assessment installment(s) together with the applicable late charges are paid in full. Each Co-Owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payments and costs of collection and enforcement of payment) relating to his Unit, which may be levied while such Co-Owner owns the Unit. Payments to satisfy assessment installments in default shall be

applied as follows: first, to the costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment on such installments; and third, to the installments in default in the order of their due dates.

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

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

Section 2.7 Enforcement.

(a) *Remedies.* In addition to any other remedies available to the Association, the Association may enforce the collection of delinquent assessments by a suit at law or by foreclosure on the statutory lien that secures payment of assessments. In the event any Co-Owner defaults in the payment of any annual assessment installment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year to be immediately due and payable. The Association may also discontinue furnishing any utilities or other services to a Co-Owner in default upon seven (7) days' written notice to such Co-Owner. A Co-Owner in default shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association until the default is cured; provided, however, this provision shall not operate to deprive any Co-Owner of ingress or egress to and from his Unit or the dwelling or other improvements constructed thereon or in the appurtenant Limited Common Element(s). In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-Owner thereof or any persons claiming under him. The Association may also assess fines for late payment or non-payment of assessments in accordance with the provisions of Section 17.4 of these Bylaws. All of these remedies shall be cumulative and not alternative.

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

he was notified of the provisions of this subparagraph and he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose any assessment liens by advertisement and waived the right to a hearing prior to the sale of the applicable Unit.

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

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

Section 2.8 Liability of Mortgagees. Notwithstanding any other provisions of the Condominium Documents, the lien holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or against the mortgaged Unit that accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of assessments or charges resulting from a pro rata reallocation of assessments or charges to all Units, including the mortgaged Unit).

Section 2.9 Developer's Responsibility for Assessments. The Developer, although a Member of the Association, shall not be responsible at any time for the payment of Association assessments except with respect to Units owned by the Developer that contain a completed and occupied residential dwelling. A residential dwelling is complete when it has received a certificate of occupancy from Genoa Township and a residential dwelling is occupied if it is being utilized as a residence. In addition, in the event Developer is selling a Unit with a completed residential dwelling thereon by land contract to a Co-Owner, the Co-Owner shall be liable for all assessments and the Developer shall not be deemed the owner of the applicable Unit and shall not be liable for any assessments levied up to and including the date, if any, upon which Developer actually retakes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. However, the Developer shall at all times pay the maintenance expenses pertaining to the Units that it owns, together with a proportionate share of all current maintenance expenses actually

incurred by the Association (excluding reserves) for utility maintenance, landscaping, sign lighting, and snow removal, but excluding management fees and expenses related to the maintenance and use of Units in the Project that are not owned by the Developer. For purposes of the foregoing sentence, the Developer's proportionate share of such expenses shall be based upon the ratio of all Units owned by the Developer at the time the expense is incurred to the total number of Units then in the Project. In no event shall the Developer be responsible for assessments for deferred maintenance, reserves for maintenance, capital improvements, or other special assessments except with respect to Units that are owned by the Developer that contain completed and occupied residential dwellings. Any assessments levied by the Association against the Developer for other purposes, without the Developer's prior written consent, shall be void and of no effect. In addition, the Developer shall not be liable for any assessment levied in whole or in part to purchase any Unit from the Developer or to finance any litigation or claims against the Developer, any cost of investigating or preparing such litigation or claim, or any similar or related costs.

Section 2.10 Property Taxes and Special Assessments. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

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

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

Section 2.13 Statement as to Unpaid Assessments. The purchaser of any Unit may request a statement from the Association identifying the amount of any unpaid Association regular or special assessments relating to such Unit. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement identifying any existing unpaid assessments or a written statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of the sum identified in the statement within the period identified in the statement, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, if a purchaser fails to request such statement at least five (5) days prior to the closing of the purchase of such Unit, any unpaid assessments and the lien securing them shall be fully enforceable against such purchaser and the Unit itself to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the sale proceeds thereof, which has priority over all claims except tax liens in favor of any state or federal taxing authority and sums unpaid on a first mortgage of record, except that past due assessments that are evidenced by a notice of lien, recorded pursuant to Section 2.7, have priority over a first mortgage recorded subsequent to the recording of the notice of the lien.

ARTICLE III ARBITRATION

Section 3.1 Scope and Election. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims, or

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

Section 3.2 Judicial Relief. In the absence of the election and written consent of the parties pursuant to Section 3.1 above, any Co-Owner or the Association may petition the courts to resolve any disputes, claims, or grievances.

Section 3.3 Election of Remedies. The election and written consent by the disputing parties to submit any dispute, claim, or grievance to arbitration shall preclude such parties from thereafter litigating such dispute, claim, or grievance in the courts. Nothing contained in this Article III shall limit the rights of the Association or any Co-Owner described in Section 144 of the Act.

ARTICLE IV INSURANCE

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

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

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

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

(d) *Proceeds of Insurance Policies.* Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the

Association, and the Co-Owners and their mortgagees, as their interest may appear, provided, however, whenever repair, restoration, or replacement of any part of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring same shall be retained by the Association and applied for such repair, restoration, or replacement, as applicable.

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

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

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

Section 4.5 Indemnification. Each individual Co-Owner shall indemnify and hold harmless every other Co-Owner, the Developer, and the Association for all damages and costs, including attorney's fees, which the other Co-Owners, the Developer, or the Association may suffer as a result of defending any claim arising out of an occurrence on or within an individual Co-Owner's Unit. Each Co-Owner shall carry insurance to secure the indemnity obligations under this Section 4.5, if

required by the Association, or if required by the Developer during the Construction and Sales Period. This Section 4.5 is not intended to give any insurer any subrogation right or any other right or claim against any individual Co-Owner.

ARTICLE V MAINTENANCE, RECONSTRUCTION, OR REPAIR

Section 5.1 Co-Owner Responsibility for Maintenance. Each Co-Owner shall be responsible for all maintenance of the dwelling, driveway, and all personal property within his Unit. If any damage to the dwelling or other improvements constructed within a Co-Owner's Unit adversely affects the appearance of the Condominium Project, the Co-Owner shall proceed to remove, repair, or replace the damaged property without delay.

Section 5.2 Association Responsibility for Maintenance. The Association shall be responsible for the maintenance of the Common Elements unless otherwise provided for in Section 4.3 of the Master Deed or these Bylaws. Immediately following a casualty to property for which the Association has such maintenance responsibility, the Association shall obtain reliable and detailed cost estimates to repair, restore, or replace, as applicable, the damaged property to a condition comparable to that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of such repair, restoration, or replacement, or if at any time during such repair, restoration, or replacement, or upon completion of such repair, restoration, or replacement, there are insufficient funds for the payment of such repair, restoration, or replacement, the Association shall make an assessment against all Co-Owners for an amount, which when combined with available insurance proceeds, shall be sufficient to fully pay for the cost of such repair, restoration, or replacement of the damaged property. Any such assessment made by the Board of Directors of the Association shall be governed by Section 2.3(a) of these Bylaws. Nothing contained in this Section 5.2 is intended to require the Developer or the Association to replace mature trees and vegetation with equivalent trees or vegetation.

Section 5.3 Timely Repair, Restoration, or Replacement. If any damage to Common Elements or a Unit adversely affects the appearance of the Project, the Association or Co-Owner responsible for the maintenance thereof shall proceed to repair, restore, or replace, as applicable, the damaged property without delay, and shall use its best efforts to complete such action within 6 months from the date upon which the property damage occurred.

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

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

(b) *Taking of Common Elements.* If there is a taking of any portion of the General Common Elements, the condemnation process relative to such taking shall be paid to the Co-Owners and their mortgagees in proportion to their respective undivided interest in the General Common

Elements unless pursuant to the affirmative vote of Co-Owners representing greater than 50% of the total votes of all Co-Owners qualified to vote, at a meeting duly called for such purpose, the Association is directed to repair, restore, or replace the portion so taken or to take such other action as is authorized by a majority vote of the Co-Owners. If the Association is directed by the requisite number of Co-Owners to repair, restore, or replace all or any portion of the General Common Elements taken, the Association shall be entitled to retain the portion of the condemnation proceeds necessary to accomplish the repair, restoration, or replacement of the applicable General Common Elements. The Association, acting through its Board of Directors, may negotiate on behalf of all Co-Owners for any condemnation award for General Common Elements and any negotiated settlement approved by the Co-Owners representing two-thirds (2/3) or more of the total votes of all Co-Owners qualified to vote shall be binding on all Co-Owners.

(c) Continuation of Condominium After Taking. In the event the Condominium Project continues after a taking by eminent domain, then the remaining portion of the Condominium Project shall be re-surveyed, the Master Deed amended accordingly, and, if any Unit shall have been taken, in whole or part, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Units, based upon the continuing value of the Condominium Project being 100%. Such amendment may be affected by an officer of the Association duly authorized by the Board of Directors without the necessity of obtaining the signature or specific approval of any Co-Owner, mortgagee, or other person

(d) Notification of Mortgagees. In the event all or any portion of a Unit in the Condominium, or all or any portion of the Common Elements is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association shall notify each institutional holder of a first mortgage lien on any of the Units in the Condominium that is registered in the Association's book of "Mortgagees of Units" pursuant to Section 6.1 of these Bylaws.

Section 5.5 Notification of FHLMC. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC") then, upon request therefor by FHLMC, the Association shall give FHLMC written notice, at such address as it may from time to time direct, of any loss to or taking of the Common Elements of the Condominium, if the loss or taking exceeds \$10,000.00 in amount or if the damage or taking relates to a Unit covered by a mortgage purchased in whole or in part by FHLMC and exceeds \$1,000.00.

Section 5.6 Priority of Mortgage Interests. Nothing contained in the Condominium Documents shall be construed to give a Co-Owner, or any other party, priority over any rights of first mortgagees of Units pursuant to their mortgages with respect to any distribution to Co-Owners of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Elements.

ARTICLE VI MORTGAGES

Section 6.1 Notice to Association. Any Co-Owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units." The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-Owner of such

Unit. The Association shall give to the holder of any first mortgage covering any Unit written notification of any default in the performance of the obligations of the Co-Owner of such Unit that is not cured within 60 days.

Section 6.2 Insurance. The Association shall notify each mortgagee appearing in the book referenced in Section 6.1 of the name of each company insuring the Condominium Project against fire, perils covered by extended coverage, and vandalism and malicious mischief coverage, and the amounts of such coverage.

Section 6.3 Notification of Meetings. Upon request submitted to the Association, any institutional holder of a first mortgage lien on a Unit shall be entitled to receive written notification of every meeting of the Members of the Association and to designate a representative to attend such meeting.

ARTICLE VII VOTING

Section 7.1 Vote. Except as otherwise specified in those Bylaws, each Co-Owner shall be entitled to one vote for each Condominium Unit owned.

Section 7.2 Eligibility to Vote. No Co-Owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented to the Association evidence that the Co-Owner owns a Unit. Except as provided in Section 10.2 of these Bylaws, no Co-Owner, other than the Developer, shall be entitled to vote prior to the date of the First Annual Meeting of Members held in accordance with Section 10.2. The vote of each Co-Owner may be cast only by the individual representative designated by such Co-Owner in the notice required in Section 7.3 below or by a proxy given by such individual representative. The Developer shall be the only person entitled to vote at a meeting of the Association until the First Annual Meeting of Members and shall be entitled to vote during such period notwithstanding the fact that the Developer may own no Units at some time or from time to time during such period. At the First Annual Meeting and thereafter, the Developer shall be entitled to vote for each Unit which it owns.

Section 7.3 Designation of Voting Representative. Each Co-Owner shall file with the Association a written notice designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of the Co-Owner. If a Co-Owner designates himself as the individual representative, he need not file any written notice with the Association. The failure of any Co-Owner to file any written notice shall create a presumption that the Co-Owner has designated himself as the voting representative. The notice shall state the name and address of the individual representative designated, the address of the Unit or Units owned by the Co-Owner, and the name and address of each person, firm, corporation, partnership, association, trust, or other entity who is the Co-Owner. The notice shall be signed and dated by the Co-Owner. An individual representative may be charged by the Co-Owner at any time by filing a new notice in accordance with this Section 7.3. In the event a Unit is owned by multiple Co-Owners who fail to designate an individual voting representative for such Co-Owners, the Co-Owner whose name first appears on record title shall be deemed to be the individual representative authorized to vote on behalf of all the multiple Co-Owners of the Unit(s), and any vote cast in person or by proxy by said individual representative shall be binding upon all such multiple Co-Owners.

Section 7.4 Quorum. The presence in person or by proxy of Co-Owners representing 51% of the total number of votes of all Co-Owners qualified to vote shall constitute a quorum for holding a meeting of the Members of the Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

Section 7.5 Voting. Votes may be cast in person or by proxy by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the secretary of the Association at or before the appointed time of each meeting of the Members of the Association. Cumulative voting shall not be permitted.

Section 7.6 Majority. When an action is to be authorized by vote of the Co-Owners of the Association, the action must be authorized by a majority of the votes cast at a meeting duly called for such purpose, unless a greater percentage vote is required by the Master Deed, these Bylaws, or the Act.

ARTICLE VIII MEETINGS

Section 8.1 Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Co-Owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with generally recognized rules of parliamentary procedure that are not in conflict with the Condominium Documents or the laws of the State of Michigan.

Section 8.2 First Annual Meeting. The First Annual Meeting of Members of the Association may be convened by the Developer in its discretion at any time prior to the date the First Annual Meeting is required to be convened pursuant to this Section 8.2. Notwithstanding the foregoing, the First Annual Meeting must be held (i) within 120 days following the conveyance of legal or equitable title to non-developer Co-Owners of 75% of all Units; or (ii) 54 months from the first conveyance to a non-Developer Co-Owner of legal or equitable title to a Unit, whichever is the earlier to occur. The Developer may call meeting of Members for informative or other appropriate purposes prior to the First Annual Meeting of Members and no such meeting shall be construed as the First Annual Meeting of Members. The date, time, and place of such meeting shall be set by the Board of Directors, and at least 10 days written notice thereof shall be given to each Co-Owner's individual representative.

Section 8.3 Annual Meetings. Annual meetings of Association Members shall be held not later than May 30 of each succeeding year following the year in which the First Annual Meeting is held at a time and place determined by the Board of Directors. At each annual meeting, the Co-Owners shall elect members of the Board of Directors in accordance with Article X of these Bylaws. The Co-Owners may also transact at annual meetings such other Association business as may properly come before them.

Section 8.4 Special Meeting. The President shall call a special meeting of Members as directed by resolution of the Board of Directors or upon presentation to the Association's Secretary of a petition signed by Co-Owners representing one-third (1/3) of the votes of all Co-Owners qualified to vote. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 8.5 Notice of Meetings. The Secretary (or other Association officer in the Secretary's absence) shall provide each Co-Owner of record or, if applicable, a Co-Owner's individual representative with notice of each annual or special meeting, stating the purpose thereof and the time and place where it is to be held. A notice of an annual or special meeting shall be served at least 10 days, but not more than 60 days, prior to each meeting. The mailing, postage prepaid, of a notice to the individual representative of each Co-Owner at the address shown in the notice filed with the Association under Section 7.3 of these Bylaws shall be deemed properly served. Any Co-Owner or individual representative may waive such notice by filing with the Association a written waiver of notice signed by such Co-Owner or individual representative.

Section 8.6 Adjournment. If any meeting of Co-Owners cannot be held because a quorum is not in attendance, the Co-Owners who are present may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called. When a meeting is adjourned to another time or place, it is not necessary to give notice of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken and only such business is transacted at the adjourned meeting as might have been transacted at the original meeting. However, if after the adjournment, the Board of Directors fixes a new record date for the adjourned meeting, a notice of adjourned meeting shall be given to each Co-Owner or Co-Owner's individual representative.

If a meeting is adjourned in accordance with the provisions of this Section 8.6 due to the lack of a quorum, the required quorum at the subsequent meeting shall be two thirds (2/3) of the required quorum for the meeting that was adjourned, provided that the Board of Directors provides each Co-Owner (or Co-Owner's individual representative) with notice of the adjourned meeting in accordance with Section 8.5 above and provided further the subsequent meeting is held within sixty (60) days from the date of the adjourned meeting.

Section 8.7 Action Without Meeting. Any action required or permitted to be taken at a meeting of Members may be taken without a meeting, without prior notice, and without a vote if all of the Co-Owners (or their individual representatives) entitled to vote thereon consent thereto in writing. If the Association's Articles of Incorporation so provide, any action required or permitted to be taken at any meeting of Members may be taken without a meeting, without prior notice, and without a vote if a written consent setting forth the actions so taken is signed by the Co-Owners (or their individual representatives) having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all Co-Owners entitled to vote thereon were present and voted. Prompt notice of any action that is taken without a meeting by less than unanimous written consent shall be given to the Co-Owners who have not consented in writing.

Section 8.8 Electronic Participation in a Meeting. A Co-Owner may participate in a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other if such option is available. If there is a cost

to this option, the Co-Owner(s) utilizing this option shall bear the cost. Participation in a meeting pursuant to this Section 8.8 constitutes presence at the meeting.

ARTICLE IX ADVISORY COMMITTEE

Within one year after the first conveyance to a non-Developer Co-Owner of legal or equitable title to a Unit in the Condominium Project or within 120 days following the conveyance to non-Developer Co-Owners of one-third (1/3) of the total number of Units that may be created, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least three non-Developer Co-Owners. The Committee shall be established in any manner the Developer deems advisable. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the non-Developer Co-Owners and to aid in the transition of control of the Association from the Developer to Co-Owners. The Advisory Committee shall automatically cease to exist when a majority of the Board of Directors of the Association is elected by non-Developer Co-Owners. The Developer may at any time remove and replace, at its discretion, any member of the Advisory Committee.

ARTICLE X BOARD OF DIRECTORS

Section 10.1 Number and Qualification of Directors. The Board of Directors shall initially be comprised of three Directors. At such time as the non-Developer Co-Owners are entitled to elect two members of the Board of Directors in accordance with Section 10.2 below, the Board shall automatically be increased in size from three to five persons. At such time as the Board of Directors is increased in size to five persons, all Directors must be Co-Owners (or officers, partners, trustees, or employees of Co-Owners that are entities). In the event that the Association cannot locate five Co-Owners who are willing to serve as Directors, the Board may operate with less than five persons, and such reduced size shall not affect the validity of any decision made by the Board.

Section 10.2 Election of Directors.

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

(b) *Appointment of Non-Developer Co-Owners to Board Prior to First Annual Meeting.* Not later than 120 days following the conveyance to non-Developer Co-Owners of legal or equitable title to 25% of the Units that may be created, one member of the Board of Directors shall be elected by non-Developer Co-Owners. The remaining Members of the Board of Directors shall be selected by Developer. Not later than 120 days following the conveyance to non-Developer Co-Owners of legal or equitable title to 50% of the Units that may be created, the Board of Directors shall be increased to five Members and two of the five Directors shall be elected by non-Developer Co-Owners. The remaining Members of the Board of Directors shall be selected by Developer. When the required percentage levels of conveyance have been reached, the Developer shall notify the non-Developer Co-Owners and request that they hold a meeting to elect the required number of Directors. Upon certification by the Co-Owners to the Developer of the Director or Directors elected, the Developer shall immediately appoint such Director or Directors to the Board, to serve

until the First Annual Meeting of Co-Owners, unless he is removed pursuant to Section 10.7, he resigns, or he becomes incapacitated.

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

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

(ii) Regardless of the percentage of Units which have been conveyed, upon the elapse of 54 months after the first conveyance to a non-Developer Co-Owner of legal or equitable title to a Unit on the Project, and if title to not less than 75% of the Units that may be created has not been conveyed, the non-Developer Co-Owners have the right to elect a number of members of the Board of Directors in proportion to the percentage of Units they own, and the Developer has the right to elect a number of members of the Board of Directors in proportion to the percentage of Units that are owned by the Developer and for which assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in Section 10.2(b) or 10.2(c)(i) above. Application of this subsection does not require a change in the size of the Board of Directors.

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

(iv) At such time as the non-Developer Co-Owners are entitled to elect all of the Directors, three Directors shall be elected for a term of two years and two Directors shall be elected for a term of one year. At such meeting, all nominees shall stand for election as one slate and the three persons receiving the highest number of votes shall be elected for a term of two years and the two persons receiving the next highest number of votes shall be elected for a term of one year. At each annual meeting held thereafter, either two or three Directors shall be elected depending upon the number of Directors whose terms expire, and the term of office of each Director shall be two years. The Directors shall hold office until their successors have been elected and hold their first meeting.

Section 10.3 Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as

are not prohibited by the Condominium Documents or specifically required to be exercised and done by the Co-Owners.

Section 10.4 Specific Powers and Duties. In addition to the duties imposed by these Bylaws or any further duties which may be imposed by resolution of the Co-Owners of the Association, the Board of Directors shall have the following powers and duties:

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

(b) To collect assessments from the Co-Owners and to expend the proceeds for the purposes of the Association.

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

(d) To reconstruct or repair improvements after casualty.

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

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

(g) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action shall also be approved by the affirmative vote of the Co-Owners (or their individual representatives) representing 75% of the total votes of all Co-Owners qualified to vote.

(h) To establish rules and regulations for the General Common Elements.

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

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

Section 10.5 Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at a reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 10.3 and 10.4, and the Board may delegate to such management agent any other duties or powers that are not by

law or by the Condominium Documents required to be exclusively performed by or have the approval of the Board of Directors or the Members of the Association.

Section 10.6 Vacancies. Vacancies in the Board of Directors that occur after the Transitional Control Date caused by any reason other than the removal of a Director by a vote of the Co-Owners of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that the Developer shall be solely entitled to fill the vacancy of any Director whom it is permitted in the first instance to designate. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association. Vacancies among non-Developer Co-Owner elected Directors that occur prior to the Transitional Control Date may be filled only through election by non-Developer Co-Owners and shall be filled in the manner as specified in Section 10.2(b).

Section 10.7 Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors elected by the non-Developer Co-Owners may be removed with or without cause by the affirmative vote of the Co-Owners (or their individual representatives) who represent greater than 50% of the total votes of all Co-Owners qualified to vote, and a successor may then and there be elected to fill any vacancy thus created. Any Director whose removal has been proposed by a Co-Owner shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion. Any Director selected by the non-Developer Co-Owners to serve before the First Annual Meeting may also be removed by such Co-Owners before the First Annual Meeting in the manner described in this Section 10.7.

Section 10.8 First Meeting. The first meeting of the elected Board of Directors shall be held within 10 days of election at a time and place fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary in order to legally convene such meeting, provided a majority of the Board shall be present.

Section 10.9 Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be deemed from time to time by a majority of the Directors, but at least two such meetings shall be held during each fiscal year of the Association. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, by mail, telephone, or telegraph at least 10 days prior to the date named for such meeting.

Section 10.10 Special Meetings. Special meetings of the Board of Directors may be called by the President on 3 days' notice to each Director, given personally, by mail, telephone, or telegraph, which notice shall state the time, place, and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner on the written request of two or more Directors.

Section 10.11 Quorum and Required Vote of Board of Directors. At all meetings of the Board of Directors, a majority of the members of the Board of Directors then in office shall constitute a quorum. The vote of the majority of Directors at a meeting at which a quorum is present constitutes the action of the Board of Directors, unless a greater plurality is required by the Michigan Non-profit Corporation Act, the Articles of Incorporation, the Master Deed, or these Bylaws. If a quorum is not present at any meeting of the Board of Directors, the Directors present at such meeting

may adjourn the meeting from time to time without notice other than an announcement at the meeting, until the quorum shall be present.

Section 10.12 Consent in Lieu of Meeting. Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if all members of the Board of Directors consent in writing. The written consent shall be filed with the minutes of the proceedings of the Board of Directors. The consent has the same effect as a vote of the Board of Directors for all purposes.

Section 10.13 Electronic Participation in a Meeting. A Director may participate in a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this Section 10.13 constitutes presence at the meeting.

Section 10.14 Fidelity Bonds. The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

Section 10.15 Compensation. The Board of Directors shall not receive any compensation for rendering services in their capacity as Directors, unless approved by the Co-Owners (or their individual representatives) who represent 60% or more of the total votes of all Co-Owners qualified to vote.

ARTICLE XI OFFICERS

Section 11.1 Selection of Officers. The Board of Directors, at a meeting called for such purpose, shall appoint a president, secretary, and treasurer. The Board of Directors may also appoint one or more vice-presidents and such other officers, employees, and agents as the Board shall deem necessary, which officers, employees, and agents shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors. Two or more offices, except that of president and vice-president, may be held by one person who may also be a Director. An officer shall be a Co-Owner (or shareholder, officer, director, employee, or partner of a Co-Owner that is an entity).

Section 11.2 Term, Removal, and Vacancies. Each officer of the Association shall hold office for the term for which he is appointed until his successor is elected or appointed, or until his resignation or removal. Any officer appointed by the Board of Directors may be removed by the Board of Directors with or without cause at any time. Any officer may resign by written notice to the Board of Directors. Any vacancy occurring in any office may be filled by the Board of Directors.

Section 11.3 President. The President shall be a Member of the Board of Directors and shall act as the chief executive officer of the Association. The President shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the President of an Association, subject to Section 11.1 above.

Section 11.4 Vice President. The Vice President shall take the place of the President and his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 11.5 Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Co-Owners of the Association. He shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; and he shall, in general, perform all duties incident to the office of the Secretary.

Section 11.6 Treasurer. The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, in such depositories as may, from time to time, be designated by the Board of Directors.

ARTICLE XII SEAL

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

ARTICLE XIII FINANCE

Section 13.1 Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration, which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-Owners. Such accounts and all other Association records shall be open for inspection by the Co-Owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-Owner at least once a year a financial statement, the contents of which shall be determined by the Association. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit, unless the annual revenues of the Association exceed \$20,000. In the event the annual revenues of the Association exceed \$20,000, then the annual audit shall be performed by a certified public accountant unless a majority of the Members vote to opt out of this requirement. Upon request, any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual audited financial statement within 90 days following the end of the Association's fiscal year. The costs of any such audit and any accounting expenses shall be expenses of administration.

Section 13.2 Fiscal Year. The fiscal year of the Association shall be an annual period commencing on the date initially determined by the Directors. The Association's fiscal year may be changed by the Board of Directors in its discretion.

Section 11.3 Bank Accounts. The Association's funds shall initially be deposited in such bank or savings association as may be designated by the Directors. All checks, drafts, and order of payment of money shall be signed in the name of the Association in such manner and by such person or persons as the Board of Directors shall from time to time designate for that purpose. The Association's funds may be invested from time to time in accounts or deposit certificates of such bank or savings association that are insured by the Federal Deposit Insurance Corporation of the Federal Savings and Loan Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government.

ARTICLE XIV INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 14.1 Third Party Actions. To the fullest extent permitted by the Michigan Non-Profit Corporation Act, the Association shall, subject to Section 14.5 below, indemnify any person who was or is a party defendant or is threatened to be made a party defendant to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a Director or officer of the Association, or is or was serving at the request of the Association as a Director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including actual and reasonable attorney fees), judgments, fines, and amounts reasonably paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association or its members, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption (a) that the person did not act in good faith and in a manner which he reasonably believed to be not opposed to the best interests of the Association or its members, and (b) with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his conduct was unlawful.

Section 14.2 Actions in the Right of the Association. To the fullest extent permitted by the Michigan Non-profit Corporation Act, the Association shall, subject to Section 14.5 below, indemnify any person who was or is a party defendant to or is threatened to be made a party defendant of any threatened, pending, or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a Director or officer of the Association, or is or was serving at the request of the Association as a Director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against expenses (including actual and reasonable attorney fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit and amounts reasonably paid in settlement if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association or its members, except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable to the Association unless, and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the indication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses that such court shall deem proper.

Section 14.3 Insurance. The Association may purchase and maintain insurance on behalf of any person who is or was a Director, employee, or agent of the Association, or is or was serving at the request of the Association as a Director, officer, employee, or agent against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have power to indemnify him against such liability under Sections 14.1 and 14.2 above. In addition, the Association may purchase and maintain insurance for its own benefit to indemnify it against any liabilities it may have as a result of its obligations of indemnification made under Sections 14.1 and 14.2 above.

Section 14.4 Expenses of Successful Defense. To the extent that a person has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Sections 14.1 and 14.2 above, or in defense of any claim, issue, or matter therein, or to the extent such person incurs expenses (including actual and reasonable attorney fees) in successfully enforcing the provisions of this Article XIV, he shall be indemnified against expenses (including attorney fees) actually and reasonably incurred by him in connection therewith.

Section 14.5 Determination that Indemnification is Proper. Any indemnification under Sections 14.1 and 14.2 above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the person is proper under the circumstances because he has met the applicable standard of conduct set forth in Sections 14.1 or 14.2 above, whichever is applicable. Notwithstanding anything to the contrary contained in this Article XIV, in no event shall any person be entitled to any indemnification under the provisions of this Article XIV if he is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties. The determination to extend such indemnification shall be made in any one (1) of the following ways:

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

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

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

If the Association determines that full indemnification is not proper under Sections 14.1 or 14.2 above, it may nonetheless determine to make whatever partial indemnification it deems proper. At least 10 days prior to the payment of any indemnification claim which is approved, the Board of Directors shall provide all Co-Owners with written notice thereof.

Section 14.6 Expense Advance. Expenses incurred in defending a civil or criminal action, suit, or proceeding described in Sections 14.1 and 14.2 above may be paid by the Association in advance of the final disposition of such action, suit, or proceeding, as provided in Section 14.4 above, upon receipt of an undertaking by or on behalf of the person involved to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association. At least 10 days prior to advancing any expenses to any person under this Section 14.6, the Board of Directors shall provide all Co-Owners with written notice thereof.

Section 14.7 Former Representatives, Officers, Employees, or Agents. The indemnification provided in this Article XIV shall continue as to a person who has ceased to be a Director, officer, employee, or agent of the Association and shall inure to the benefit of the heirs, executors, and administrators of such person.

Section 14.8 Changes in Michigan Law. In the event of any change of the Michigan statutory provisions applicable to the Association relating to the subject matter of this Article XIV, the indemnification to which any person shall be entitled hereunder arising out of acts or omissions occurring after the effective date of such amendment shall be determined by such changed provisions. No amendment to or repeal of Michigan law with respect to indemnification shall restrict the Association's indemnification undertaking herein with respect to acts or omissions occurring prior to such amendment or repeal. The Board of Directors are authorized to amend this Article XIV to conform to any such changed statutory provisions.

ARTICLE XV AMENDMENTS

Section 15.1 By Developer. In addition to the rights of amendment provided to the Developer in the various Articles of the Master Deed, the Developer may, within two years following the expiration of the Construction and Sales Period, and without the consent of any Co-Owner, mortgagee, or any other person, amend those Bylaws provided such amendment or amendments do not materially alter the rights of Co-Owners or mortgagees.

Section 15.2 Proposal. Amendments to these Bylaws may be proposed by the Board of Directors of the Association upon the vote of the majority of Directors or may be proposed by 1/3 or more in number of the Co-Owners by a written instrument signed by the applicable Co-Owners.

Section 15.3 Meeting. If any amendment to these Bylaws is proposed by the Board of Directors or the Co-Owners, a meeting for consideration of the proposal shall be duly called in accordance with the provisions of these Bylaws.

Section 15.4 Voting. These Bylaws may be amended by the Co-Owners at any regular meeting or a special meeting called for such purpose by an affirmative vote of 66-2/3% or more of the total votes of all Co-Owners qualified to vote. No consent of mortgagees shall be required to amend these Bylaws unless such amendment would materially alter or change the rights of such mortgagees, in which event the approval of 66-2/3% of all mortgagees of Units shall be required. Each mortgagee shall have one vote for each mortgage held. Notwithstanding anything to the contrary contained in this Article XV, during the Construction and Sales Period, these Bylaws shall not be amended in any way without the Prior written consent of the Developer.

Section 15.5 Effective Date of Amendment. Any amendment to the Bylaws shall become effective upon the recording of such amendment in the office of the Livingston County Register of Deeds.

Section 15.6 Binding Effect. A copy of each amendment to the Bylaws shall be furnished to every member of the Association after its adoption; provided, however, that any amendment to these

Bylaws that is adopted in accordance with this Article XV shall be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the amendment.

ARTICLE XVI COMPLIANCE

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

ARTICLE XVII REMEDIES FOR DEFAULT

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

Section 17.1 Legal Action. Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include, without limitation, an action to recover damages, injunctive relief, foreclosure of lien (if there is a default in the payment of an assessment), or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-Owner or Co-Owners.

Section 17.2 Recovery of Costs. In any legal proceeding arising because of an alleged default by any Co-Owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (not limited to statutory fees) as may be determined by the court, but in no event shall any Co-Owner be entitled to recover such attorneys' fees. In addition, in the event of a default that does not result in a legal proceeding, the Association shall have a right to assess to any Co-Owner all costs and expenses incurred, including all attorneys' fees.

Section 17.3 Removal and Abatement. The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or into any Unit and the improvements thereon, where reasonably necessary, and summarily remove and abate, at the expense of the Co-Owner in violation, any structure or condition existing or maintained in violation of the provisions of the Condominium Documents. The Association shall have no liability to any Co-Owner arising out of the exercise of its rights under this Section 17.3.

Section 17.4 Assessment of Fines. The violation of any of the provisions of the Condominium Documents by any Co-Owner shall be grounds for the assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines against the applicable Co-Owner. No fine shall be levied for the first violation. No fine shall exceed \$25.00 for the second violation, \$50.00 for the third violation, or \$100.00 for any subsequent violation. No greater fine may be assessed unless rules and regulations establishing such increased fines have first been duly

adopted by the Board of Directors of the Association and notice thereof given to all Co-Owners in the same manner as prescribed in Section 8.3 of these Bylaws. Fines may be assessed only upon notice to the offending Co-Owner and an opportunity for such Co-Owner to appear before the Board no less than seven days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article II of these Bylaws.

Section 17.5 Non-waiver of Rights. The failure of the Association or of any Co-Owner to enforce any right, provision, covenant, or condition that may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-Owner to enforce such right, provision, covenant, or condition in the future.

Section 17.6 Cumulative Rights, Remedies, and Privileges. All rights, remedies, and privileges granted to the Association or any Co-Owner or Co-Owners pursuant to any of the terms, provisions, covenants, or conditions of the Condominium Documents shall be deemed to be cumulative and the exercise of any one or more of such rights or remedies shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other and additional rights, remedies, or privileges as may be available to such party under the Condominium Documents or at law or in equity.

Section 17.7 Enforcement of Provisions of Condominium Documents. A Co-Owner may maintain an action against the Association and its officers and Directors to compel such persons to enforce the terms and provisions of the Condominium Documents. A Co-Owner may maintain an action against any other Co-Owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

ARTICLE XVIII RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter, may be assigned by the Developer to any other entity or to the Association. Any such assignment or transfer shall be made by an appropriate written instrument in which the assignee or transferee evidences its consent to the acceptance of such powers and rights. Any rights and powers reserved or retained by Developer or its successors and assigns shall expire, at the conclusion of two (2) years following the expiration of the Construction and Sales Period, except as otherwise expressly provided in the Condominium Documents. The immediately preceding sentence dealing with the expiration and termination of certain rights and powers granted or reserved to the Developer are intended to apply, insofar as the Developer is concerned, only to Developer's rights to approve and control the administration of the Condominium and shall not under any circumstances, be construed to apply to or cause the termination and expiration of any real property rights granted or reserved to the Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements, and all other easements created and reserved in such documents, which shall not be terminable in any manner hereunder) and which shall be governed only in accordance with the terms of the instruments, documents, or agreements that created or reserved such property rights.

ARTICLE XIX
SEVERABILITY

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

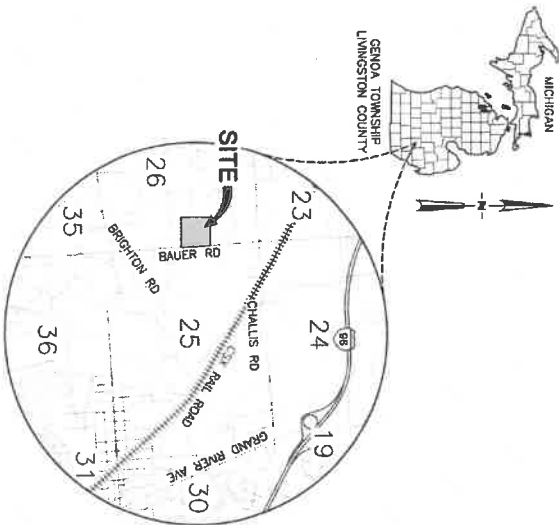
EXHIBIT B

SURVEY DRAWINGS
OF
CONDOMINIUM PROJECT

A PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 26, TOWN 2 NORTH, RANGE 5 EAST, GENOA TOWNSHIP, LAMINGTON COUNTY, STATE OF MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT E EAST 1/4 CORNER OF SAID SECTION 26, THENCE ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 26
(AS MONUMENTED) AND THE NORTH LINE OF BRIGHAM ESTATES SUBDIVISION AS
SET BY 171.55', 133.50 FEET
AND THE EAST LINE OF LOT 30 AND LOT 29 OF THE WINSTON COUNTRY RECORDS,
THENCE ALONG THE EAST LINE OF LOT 30 AND LOT 29 OF SAID BRIGHAM ESTATES
SUBDIVISION, N02°40'57"W, 1320.93 FEET TO THE NORTHEAST CORNER OF SAID LOT
29 OF BRIGHAM ESTATES SUBDIVISION;
THENCE N86°55'37E, 697.77 FEET;
THENCE S01°17'52"E, 520.30 FEET;
THENCE S74°19'35"E, 73.08 FEET;
THENCE PARALLEL WITH SAID EAST LINE OF LOT 30 AND 29, S02°40'57"E,
231.98 FEET;

PART OF NE 1/4, SEC. 26, T2N-R5E
GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN



LOCATION MAP

BEARINGS ARE BASED ON PROJECT COORDINATE SYSTEM:
MICHIGAN STATE PLANE COORDINATE SYSTEM, NAD83
(CONUS) (MOL) (GRS80), SOUTH ZONE 2113,
INTERNATIONAL FEET, GROUND.

MONUMENT ENGINEERING GROUP ASSOCIATES, INC

**INNOVATIVE GEOSPATIAL &
ENGINEERING SOLUTIONS**

THE RIDGE AT BRIGHTON

4242 BAUER ROAD
BRIGHTON, MI 48116

GREAT OAKS LANDSCAPE

28025 SAMUEL LINDEN COURT
NOVI, MI 48377
PHONE: 248-349-8555

SHEET INDEX	
SHEET	1 COVER SHEET
SHEET	2 SURVEY PLAN
SHEET	3 SITE PLAN
SHEET	4 UNIT PLAN
SHEET	5 UTILITY PLAN

- THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE. WHEN A NUMBER HAS BEEN ASSIGNED TO THIS PROJECT, IT MUST BE PROPERLY SHOWN IN THE TITLE, SHEET 1 AND THE SURVEYOR'S CERTIFICATE, SHEET 2.

- THIS CONDUITMAN SUBMISSION PLAN IS NOT REQUIRED TO CONTAIN DETAILED PROJECT DESIGN PLANS PREPARED BY THE APPROPRIATE LICENSED DESIGN PROFESSIONAL. SUCH PROJECT DESIGN PLANS ARE FILED AS PART OF THE CONSTRUCTION CODE IN THE RELEVANT GOVERNMENTAL SUBMISSION. THE ENFORCEMENT AGENCY MAY BE LOCAL BUILDING DEPARTMENT OR THE STATE DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS.
- ALL ROADS AND DRAINAGE SYSTEMS SHOWN HAVE BEEN CONSTRUCTED OR MUST BE BUILT

AS-BUILT:



INNOVATIVE ECOLOGICAL
& ENGINEERING SOLUTIONS

289 VETERANS DRIVE
CORVALLIS,
OREGON 97331

TEL: 503-222-3512

COVER

"THE RIDGE SITE CONDOMINIUM"

PALEO INDEPENDENT, 10000 N. HIGHWAY
GENOA, TOWNSHIP, LINCOLN COUNTY, OREGON

THE RIDGE AT BRIGHTON

4242 BLAIR ROAD
BRIGHTON, MI 48116

JOB # : 18-025

SCALE : N/A

DATE : 2/11/2020

DRAWN: DK, CH, ME

SHEET: **1**

ATTENTION COUNTY REGISTER OF DEEDS:

THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE WHEN A NUMBER HAS BEEN ASSIGNED TO THIS PROJECT. IT MUST BE PROPERLY SHOWN IN THE TITLE, SHEET 1 AND THE SURVEYOR'S CERTIFICATE, SHEET 2.

THIS CONDOMINIUM SUBDIVISION PLAN IS NOT REQUIRED TO CONTAIN DETAILED DESIGN PLANS PREPARED BY THE APPROPRIATE LICENSED PROFESSIONAL ENGINEER OR ARCHITECT. THE DESIGN SHALL BE PROVIDED AS PART OF THE CONSTRUCTION PERMIT APPLICATION WITH THE ENFORCING AGENCY FOR THE STATE CONSTRUCTION CODE IN THE RELEVANT JURISDICTION. SUBDIVISION, THE ENFORCING AGENCY MAY BE A LOCAL BUILDING DEPARTMENT OR THE STATE DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS.

NOW OR FORMERLY
TAX ID: 201-029
LOT 29

NOW OR FORMERLY
TAX ID: 201-030
LOT 30

QUANT RIDGE
TRAIL

NOW OR FORMERLY
TAX ID: 201-036
LOT 36

NOW OR FORMERLY
TAX ID: 201-037
LOT 37

NOW OR FORMERLY
TAX ID: 201-038
LOT 38

NOW OR FORMERLY
TAX ID: 201-039
LOT 39

NOW OR FORMERLY
TAX ID: 201-040
LOT 40

NOW OR FORMERLY
TAX ID: 201-041
LOT 41

NOW OR FORMERLY
TAX ID: 201-042
LOT 42

NOW OR FORMERLY
TAX ID: 201-043
LOT 43

NOW OR FORMERLY
TAX ID: 201-044
LOT 44

NOW OR FORMERLY
TAX ID: 201-045
LOT 45

NOW OR FORMERLY
TAX ID: 201-046
LOT 46

NOW OR FORMERLY
TAX ID: 201-047
LOT 47

NOW OR FORMERLY
TAX ID: 201-048
LOT 48

NOW OR FORMERLY
TAX ID: 201-049
LOT 49

NOW OR FORMERLY
TAX ID: 201-050
LOT 50

NOW OR FORMERLY
TAX ID: 201-051
LOT 51

NOW OR FORMERLY
TAX ID: 201-052
LOT 52

NOW OR FORMERLY
TAX ID: 201-053
LOT 53

NOW OR FORMERLY
TAX ID: 201-054
LOT 54

NOW OR FORMERLY
TAX ID: 201-055
LOT 55

NOW OR FORMERLY
TAX ID: 201-056
LOT 56

NOW OR FORMERLY
TAX ID: 201-057
LOT 57

NOW OR FORMERLY
TAX ID: 201-058
LOT 58

NOW OR FORMERLY
TAX ID: 201-059
LOT 59

NOW OR FORMERLY
TAX ID: 201-060
LOT 60

CERTIFICATION

I, MARC E. BUDZINSKI, Professional Land Surveyor of the State of Michigan, hereby certify:
That the above shown on THE RIDGE SITE CONDOMINIUM, Livingston County Condominium Plan No. 201-029, as shown on the accompanying drawings, represents a survey on the ground made under my direction and that there are no existing encroachments upon the lands and property herein described, that the required monuments and corner locations have been established and marked in accordance with the provisions of the Michigan Condominium Act of 1978, that the occupancy of this survey is within the limits required by the Public Acts of 1978, that the bearings, as shown, are noted on survey plan as required by the rules and regulations under Section 142 of Act No. 59 of the Public Acts of 1978.

Printed: Marc E. Budzinski
Professional Land Surveyor No. 53482
Date: 2/11/2020

Signature: *Marc E. Budzinski*
Professional Land Surveyor No. 53482
Date: 2/11/2020
Mountaint Engineering Group & Associates Inc.
298 Veterans Drive Fowlerville, MI



40' WD. PUBLIC
DRAINAGE EASEMENT
(PER L.1137-P.69 THRU 74)

OFF SITE STORM EASEMENT
(PER DOC. #2020R-003071 (ALL PAGES))

EAST-WEST 1/4 LINE OF SECTION 28 (AS MONUMENTED)

WHITE PINES DRIVE

BAUER ROAD
(PUBLIC R/W)

EAST LINE OF SECTION 28

NE COR.
SEC. 28
T2N-R5E
(L.S.C. #361m)

PARCEL	LINE	LINE TYPE	TABLE
L1	BEARING	DISTANCE	
L1	NZ 40° 57' W	157.03'	
L2	N86° 54' 53" E	200.00'	
L3	N86° 54' 56" E	60.00'	
L4	S86° 54' 53" W	250.00'	
L5	SZ 40° 57' E	87.00'	
L6	N86° 54' 53" E	250.00'	

LEGEND

- SECTION LINE, SECTION CORNER
- WETLANDS LIMIT LINE
- GENERAL COMMON AREA
- WETLANDS AREA
- UNITED COMMON ELEMENT
- OFF SITE STORM EASEMENT
(RECORDED IN DOC. #2020R-003071)
- 40' WD. PUBLIC DRAINAGE EASEMENT
(RECORDED IN L.1137-P.69 THRU 74)

BENCHMARKS

- DATUM: NAD83
- BM A:
RAIL ROAD SPIKE IN WEST FACE UTILITY POLE, 28 ± WEST OF CENTRELINE OF BAUER ROAD & 539 ± NORTH FROM SUBJECT'S SOUTH PROPERTY LINE.
ELEV = 966.91
- BM B:
RAIL ROAD SPIKE IN WEST FACE UTILITY POLE, 28 ± WEST OF CENTRELINE OF BAUER ROAD & 58 ± NORTH FROM SUBJECT'S SOUTH PROPERTY LINE.
ELEV = 970.48
- BM C:
RAIL ROAD SPIKE IN WEST FACE UTILITY POLE, 439 ± WEST OF CENTRELINE OF BAUER ROAD & 585 ± SOUTH FROM SUBJECT'S NORTH PROPERTY LINE.
ELEV = 1013.57

LOCATION MAP



SURVEY PLAN

"THE RIDGE SITE CONDOMINIUM"
PART OF THE NE 1/4 SEC. 28, T2N-R5E
GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN
THE RIDGE AT BRIGHTON
4242 BAUER ROAD
BRIGHTON, MI 48116

JOB #: 18-025
SCALE: 1"=100'
DATE: 2/11/2020
DRAWN: DC CHK: MB
SHEET: 2



298 VETERANS DRIVE
FOWLERVILLE
MICHIGAN 48836
(OFFICE) 517-223-3512

NOW OR FORMERLY
TAX ID: 4711-28-200-005

NOW OR FORMERLY
TAX ID: 201-029
LOT 29

NOW OR FORMERLY
TAX ID: 201-030
LOT 30

NOW OR FORMERLY
TAX ID: 4711-28-201-036
LOT 36

NOW OR FORMERLY
TAX ID: 201-037
LOT 37

NOW OR FORMERLY
TAX ID: 201-038
LOT 38

NOW OR FORMERLY
TAX ID: 201-039
LOT 39

NOW OR FORMERLY
TAX ID: 201-040
LOT 40

NOW OR FORMERLY
TAX ID: 201-041
LOT 41

40' WD. PUBLIC
DRAINAGE EASEMENT
(PER L.I. 37-P-69 THRU 74)

OFF SITE STORM EASEMENT
(PER DOC. #2020R-003071 (ALL PAGES))

QUANT RIDGE
TRAIL

MUDD LAKE

NOW OR FORMERLY
TAX ID: 200-012

NOW OR FORMERLY
TAX ID: 200-003

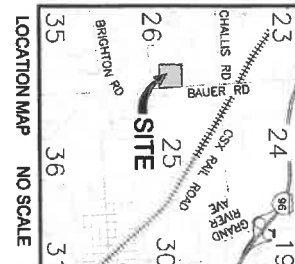
NE COR.
SEC. 26
12N-R3E
K-9S
(L.S.C. #351m)

BAUER ROAD
(L.S.C. #352m)

E 1/4 COR.
SEC. 26
12N-R3E
K-10
(L.S.C. #352m)

LEGEND

- SECTION LINE, SECTION CORNER
- WETLANDS LIMIT LINE
- GENERAL COMMON AREA
- WETLANDS AREA
- UNITED COMMON ELEMENT
- ON SITE STORM EASEMENT
- UNIT 12/UNIT 18 CULVERT EASEMENT
- OFF SITE STORM EASEMENT
(RECORDED IN DOC. #2020R-003071)
- 40' WD. PUBLIC DRAINAGE EASEMENT
(RECORDED IN L.I. 37-P-69 THRU 74)



COORDINATE LISTS

NO.	NORTHING	EASTING
1000	378070.0398	13272637.0199
1002	378067.6755	13272589.0759
1003	378055.4846	13272329.2139
1004	378065.4735	13272328.7416
1005	378077.1936	13272576.6190
1006	378171.8760	13272346.7862
1007	378170.3561	13272465.0285
1008	378616.8888	13272355.4894
1009	378484.2026	13272328.2455
1010	378338.1957	13272151.6253
1011	378313.4409	13271634.0604
1012	378379.3709	13271630.9431
1013	378379.7454	13271638.9304
1014	378584.3340	13271623.3381
1015	378653.0609	13271659.3646
1016	378587.2170	13271095.2754
1017	378382.8657	13271704.8573
1018	378404.1260	13272154.5082
1019	378487.4722	13272653.5933
1020	378630.2583	13272280.8471
1021	378727.8715	13272345.9158
1022	378884.7339	13272338.5661
1023	378895.4987	13272358.2780
1024	378801.8342	13272802.7284
1025	378741.3440	13272856.7753
1026	378593.4665	13272470.1103
1027	378520.9955	13272148.9824
1028	378593.4665	13272470.1103

COORDINATE LISTS

NO.	NORTHING	EASTING
1029	378520.9955	13272148.9824
1030	378046.6117	13272205.0027
1031	378042.5273	13272055.1701
1032	378035.4429	13271905.3375
1033	378028.3586	13271755.5048
1034	378021.2742	13271605.6722
1035	378014.1888	13271455.8396
1036	378007.1054	13271306.0770
1037	378330.2545	13271290.8661
1038	378504.0538	13271282.7223
1039	378610.1942	13271274.9384
1040	378612.7232	13271268.2803
1041	378825.8724	13271546.3202
1042	378830.8140	13271650.8329
1043	378834.8460	13271736.1082
1044	378824.2301	13271999.5232
1045	378687.4141	13272005.4650
1046	378592.5282	13272010.3793
1047	378547.5765	13272012.4855
1048	378597.7429	13272019.5059
1049	378344.4233	13271590.5313
1050	378318.5402	13271741.9086
1051	378325.6246	13271891.7412
1052	378332.7084	13272041.5738
1053	378417.5443	13272289.9355
1054	378071.8235	13272463.0426
1055	378559.7282	13272343.7464
1056	378313.0671	13272565.5668

COORDINATE LISTS

NO.	NORTHING	EASTING
1057	378395.0802	13272514.8674
1058	378398.5089	13272574.7826
1059	378888.7389	13272598.6586
1060	378875.2829	13272348.0199
1061	378788.3782	13272553.0918
1062	378326.5879	13271940.9423
1063	378364.1448	13271923.1582
1064	378683.9738	13272285.7758
1065	378605.5504	13272285.7758

ATTENTION COUNTY REGISTER OF DEEDS:

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PROPOSED:

AS-BUILT:

SITE PLAN

MECA
INNOVATIVE GEOSPATIAL & ENGINEERING SOLUTIONS

298 VETERANS DRIVE
POWELLVILLE,
MICHIGAN 48866
(OFFICE) 517-233-3512

"THE RIDGE SITE CONDOMINIUM"
PART OF THE NE 1/4 SEC. 26, 12N-R3E
GRADY TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

THE RIDGE AT BRIGHTON
4242 BAUER ROAD
BRIGHTON, MI 48116

JOB #: 18-025
SCALE: 1"=100'
DATE: 2/11/2020

DRAWN: DC
CHK: JBS
SHEET: 3

NOW OR FORMERLY
TAX ID:200-012

NE COR.
SEC. 26
T2N-R9E
K-09
(L.S.C. #351m)

UNIT CURVE TABLE			
CURVE #	LENGTH	RADIUS	CHORD
C1	155.02'	117.00'	75.54'45"
C2	72.90'	183.00'	22'40'30"
C3	134.85'	183.00'	42'13'10"
C4	34.02'	183.00'	10'39'00"
C5	119.94'	75.00'	9'37'48"
C6	81.07'	75.00'	6'15'54"
C7	89.34'	74.96'	6'16'56"
C8	112.56'	75.00'	8'59'09"
C9	154.57'	117.00'	79'41'40"

LEGEND

- SECTION LINE, SECTION CORNER
- WETLANDS LIMIT LINE
- GENERAL COMMON AREA
- WETLANDS AREA
- UNIT COMMON ELEMENT
- ON SITE STORM EASEMENT
- UNIT 12/UNIT 16 CULVERT EASEMENT
- OFF SITE STORM EASEMENT
(RECORDED IN DOC. #2020R-003071)
- 40' WD. PUBLIC DRAINAGE EASEMENT
(RECORDED IN L.1137-P-68 THRU 74)

LOCATION MAP NO SCALE

MOUNTAIN RIDGE DR. LINE TABLE			
LINE #	BEARING	DISTANCE	
L1	S2°40'58"E	66.00'	
L2	S87°30'40"W	91.83'	
L3	S11°35'55"W	135.56'	
L4	S87°17'33"W	524.15'	
L5	N2°42'25"W	66.00'	
L6	N87°18'58"E	8.00'	
L7	N2°41'04"W	204.81'	
L8	S2°41'00"E	204.58'	
L9	N87°17'35"E	450.15'	
L10	N11°35'55"E	135.56'	
L11	N87°30'40"E	91.61'	

MOUNTAIN RIDGE DR. CURVE TABLE			
CURVE #	LENGTH	RADIUS	CHORD
C10	155.02'	117.00'	75.54'45"
C11	241.76'	183.00'	54°26'42"W 224.56'
C12	402.90'	75.00'	30°47'31" N87°28'47"E 68.00'
C13	154.57'	117.00'	75.54'45"
C14	242.46'	183.00'	54°26'45"E 143.57'



PROPOSED:
UNIT SETBACKS TYPICAL
TEAR SETBACKS ALONG WETLANDS ARE 25'
AS-BUILT:

UNIT PLAN

INNOVATIVE GEOSPATIAL & ENGINEERING SOLUTIONS
MEGA
258 VETERANS DRIVE
BRIGHTON, MI 48116
JOB #: 18-025
SCALE: 1"=100'
DATE: 2/11/2020
DRAWN: DC CHK: MB
SHEET: 4

40' WD. PUBLIC
DRAINAGE EASEMENT
(PER L.1137-P-68 THRU 74)

NOW OR FORMERLY
TAX ID:4711-26-201-036
LOT 35

NOW OR FORMERLY
TAX ID:201-037
LOT 37

NOW OR FORMERLY
TAX ID:201-038
LOT 38

NOW OR FORMERLY
TAX ID:201-039
LOT 39

NOW OR FORMERLY
TAX ID:201-040
LOT 40

NOW OR FORMERLY
TAX ID:201-041
LOT 41

NOW OR FORMERLY
TAX ID:201-030
LOT 30

NOW OR FORMERLY
TAX ID:201-029
LOT 29

QUANT RIDGE
TRAIL

MUDD LAKE

MOUNTAIN RIDGE DRIVE

BAUER ROAD

EAST LINE OF SECTION 26

E 1/4 COR.
SEC. 26
T2N-R9E
K-10
(L.S.C. #352m)

ATTENTION COUNTY REGISTER OF DEEDS:
THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE
ASSIGNED IN CONSECUTIVE SEQUENCE WHEN A NUMBER HAS
BEEN ASSIGNED TO THIS PROJECT. IT MUST BE PROPERLY SHOWN
IN THE TITLE, SHEET 1 AND THE SURVEYOR'S CERTIFICATE, SHEET 2.

THIS CONDOMINIUM SUBDIVISION PLAN IS NOT REQUIRED TO CONTAIN
DETAILED DESIGN PLANS PREPARED BY THE APPROPRIATE LICENSED
DESIGN PROFESSIONAL. SUCH PROJECT DESIGN PLANS ARE FILED
AS PART OF THE CONSTRUCTION PERMIT APPLICATION WITH THE
COUNTY REGISTER OF DEEDS. THE DESIGN PROFESSIONAL SHALL
BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE
RELEVANT CONDOMINIUM SUBDIVISION. THE ENGINEERING AGENCY
MAY BE A LOCAL BUILDING DEPARTMENT OR THE STATE DEPARTMENT
OF LICENSING AND REGULATORY AFFAIRS.

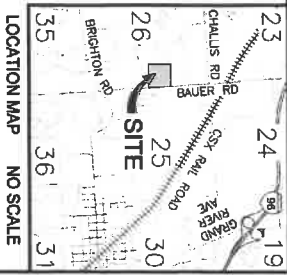
NOW OR FORMERLY
TAX ID:201-26-200-005

ME COR.
SEC. 26
T2N-R5E
K-09
(L.S.C. #361m)

NOW OR FORMERLY
TAX ID:200-012

LEGEND

- SECTION LINE, SECTION CORNER
- WETLANDS UNIT LINE
- GENERAL COMMON AREA
- WETLANDS AREA
- LIMITED COMMON ELEMENT
- ON SITE STORM EASEMENT
- UNIT 12/UNIT 16 CULVERT EASEMENT
- OFF SITE STORM EASEMENT
(RECORDED IN DOC. #2020R-003071)
- 40' WD. PUBLIC DRAINAGE EASEMENT
(RECORDED IN L.1137-P-69 THRU 74)



UTILITY LEGEND

- PROPOSED
- EXISTING
- WATER MAIN, MH VALVE IN BOX, INFRONT
- WATER MAIN, METER STOP BOX, POST INDICATOR VALVE
- CULVERT/END SECTION
- SAINTARY SEWER, MH, CLEAN OUT
- UG GAS, MH, VALVE, LINE MARKER
- UG ELEC. (ELEC. CABLE, FIBER) EASEMENTS

UNIT 12 & 16 CULVERT DETAIL

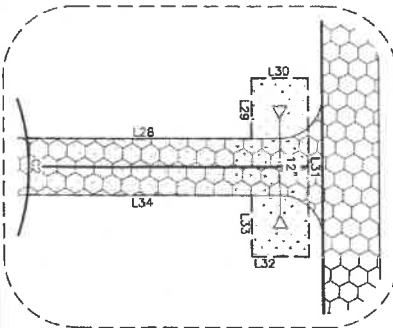
SCALE: 1"=20'

UNIT 17 & UNIT 18 STORM LINE TABLE		
LINE #	BEARING	DISTANCE
L21	N2°41'05"W	20.00'
L22	N87°17'35"E	315.01'
L23	S2°40'37"E	20.00'
L24	S87°17'35"W	315.00'

UNIT 16 & UNIT 17 STORM LINE TABLE		
LINE #	BEARING	DISTANCE
L25	N87°17'35"E	283.12'
L26	S2°40'37"E	20.00'
L27	S87°17'35"W	274.99'

UNIT 16 & 17 STORM CURVE TABLE		
CURVE #	LENGTH	RADIUS
C1	21.86'	75.13'

UNIT 12 & 16 CULVERT CURVE TABLE		
CURVE #	LENGTH	RADIUS
C2	20.08'	75.14'



UTILITY NOTE

ALL UNITS WILL EACH BE SERVICED WITH INDIVIDUAL WELLS.
ALL UNITS WILL EACH BE SERVICED INDIVIDUALLY WITH SEPTIC FIELDS AND PRIMARY RESERVES.
ST = STORM SEWER PIPE
• = 12,000 GAL. FIRE PROTECTION TANK

ATTENTION: COUNTY REGISTER OF DEEDS

THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE. WHEN A NUMBER HAS BEEN ASSIGNED TO THIS PROJECT, IT MUST BE PROPERLY SHOWN IN THE TITLE, SHEET 1 AND THE SURETY'S CERTIFICATE, SHEET 2.

THIS CONDOMINIUM SUBDIVISION PLAN IS NOT REQUIRED TO CONTAIN DETAILED DESIGN PLANS PREPARED BY THE REGISTERED PROFESSIONAL ENGINEER OR ARCHITECT. THE REGISTERED PROFESSIONAL ENGINEER OR ARCHITECT SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT. THE REGISTERED PROFESSIONAL ENGINEER OR ARCHITECT SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT. THE REGISTERED PROFESSIONAL ENGINEER OR ARCHITECT SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT.

PROPOSED: AS-BUILT:

INNOVATIVE ECOLOGICAL & ENGINEERING SOLUTIONS

MECA

258 VETERANS DRIVE
MICHIGAN 48836

POWERLINE

JOB #: 18-025
SCALE: 1"=100'
DATE: 2/11/2020

"THE RIDGE SITE CONDOMINIUM"
PART OF THE NE 1/4 SEC. 26, T2N-R5E
GENOA TOWNSHIP, LANSING COUNTY, MICHIGAN

THE RIDGE AT BRIGHTON
4242 BAUER ROAD
BRIGHTON, MI 48116

DRAWN: DC CHK: MB
SHEET: 5

EXHIBIT C

DESCRIPTION OF OUTLOT PARCELS GRANTED EASEMENT TO ROADS IN THE RIDGE SITE CONDOMINIUM ASSOCIATION

CERTIFIED SURVEY MAP

RECORDING INFORMATION

THIS IS ATTACHED TO AND MADE PART OF THE SKETCH TO FOLLOW.

Scope of Survey

Monument Engineering Group Associates, Inc. (MEGA) was contracted to perform a land division of Tax Id: 4711-26-200-002.

References

- Boss Engineering, Job No.: 16-398, Dated: 12-05-16.
- Warranty Deed as recorded in Instrument No.: 2017R-020950 of the Livingston County Records.
- Brighton Estates Subdivision as recorded in Liber 23, Page 35 thru 39 of the Livingston County Records.
- Zoning information & Classification:**
This zoning information is taken from the Genoa Township Zoning Ordinance.
(LDR) Low Density Residential
Building Setbacks:
Front: 50'
Side: 30'
Rear: 60'
- Aerial Photogrammetry taken by Monument Engineering Group Associates, Inc.
Topographic contours are based on aerial.
Contour Interval: 2 Foot
Vertical Datum: NAVD88
Date of Photography: 4/24/2018

Bearing Reference

Bearings are based on legal description as provided by: Boss Engineering, Job No.: 16-389, Dated: 12-05-16.

Sections corner Witnesses

NE corner Section 26, T2N-R3E

Found Livingston County Monument Corner, as described and recorded in LCRC, L.S.C. #361m, Livingston County Records.

E 1/4 corner Section 26, T2N-R3E


Found Livingston County Monument Corner, as described and recorded in LCRC, L.S.C. #361m, Livingston County Records.

Certification

I, Marc E. Budzinski, P.S., 53492 being a Licensed Professional Surveyor, hereby certify to the client named hereon that I have surveyed and mapped the parcel(s) hereon described and that the relative positional precision of each corner is within the limits accepted by the practice of professional surveying and that all the requirements of P.A. 132 of 1970, as amended, have been complied with.

This plat was prepared for the exclusive use of the person, persons, or entity named in the certification hereon. Said certificate does not extend to any unnamed person without an express recertification by the surveyor naming said person.



INNOVATIVE GEOSPATIAL & ENGINEERING SOLUTIONS		CLIENT: MORETTI ESTATES	
		NE 1/4, SEC. 26, T2N-R5E, GENOA TWP.	
298 VETERANS DRIVE FOWLerville, MICHIGAN 48836 (OFFICE) 517-223-3512 monumentengineering.com		(M) – Measured Dist. (R) – Recorded Dist.	
SERVICE DISABLED VETERAN OWNED SMALL BUSINESS (SDVOSB)		● MON – Found Concrete Monument	
LAST REVISION: 3/9/2020		● FIR/P – Found Iron Rod/Pipe	
DATE: 3/19/2019		○ SIR – Set Iron Rod	
DR. BY:DC		▲ MAG – Set Magnetic Nail	
CHK BY: MB		P.O.B./E. – Point of Beginning/Ending	
SCALE: N/A		● – Soil Evaluation Dig	
SHEET: 1 of 10		*** – Fence	
FILE : 18-025_Bndy		JOB No. 18-025	

CERTIFIED SURVEY MAP

(LAND DIVISION)
(AS PROVIDED DESCRIPTION)

Legal Description (As Provided)

(Per Survey by: Boss Engineering, Job No: 16-389, Dated: 12-05-16)


Parcel Tax Number: 4711-26-200-002

PARCEL 1:

A part of the S 1/2 of the NE 1/4 of Section 26, T2N-R5E, Genoa Township, Livingston County, Michigan, described as follows: Beginning at the East 1/4 corner of said Section 26; thence S89°24'43"W, 1332.50 feet; thence N00°33'49"W, 876.77 feet to the traverse point "B"; thence continuing N00°33'49"W, 444.16 feet; thence N89°02'01"E, 1039.53 feet to traverse point "A", said point bearing N63°57'38"E, 1133.31 feet from traverse point "B"; thence continuing N89°02'01"E, 293.00 feet to the East line of said Section and the centerline of Bauer Road; thence S00°33'49"E along said line 510.13 feet; thence S89°02'01"W, 250.00 feet; thence S00°33'49"E, 87.00 feet; thence N89°02'01"E, 250.00 feet to the East line of said Section and the centerline of Bauer Road; thence S00°33'49"E along said line 732.60 feet to the Point of Beginning, containing 40.04 acres more or less and subject to the rights of the public over the existing Bauer Road.

Also including the use of a 66 foot wide easement over part of White Pines Drive, as recorded in Liber 1115, Page 564, Livingston County Records.



INNOVATIVE GEOSPATIAL & ENGINEERING SOLUTIONS		CLIENT:	
		MORETTI ESTATES	
298 VETERANS DRIVE FOWLERVILLE, MICHIGAN 48836 (OFFICE) 517-223-3512 monumentengineering.com SERVICE DISABLED VETERAN OWNED SMALL BUSINESS (SDVOSB)		NE 1/4, SEC. 26, T2N-R5E, GENOA TWP. (M) – Measured Dist. (R) – Recorded Dist. ● MON – Found Concrete Monument ● FIR/P – Found Iron Rod/Pipe ○ SIR – Set Iron Rod ▲ MAG – Set Magnetic Nail P.O.B./E. – Point of Beginning/Ending ● – Soil Evaluation Dig *-*-* – Fence	
LAST REMISION: 3/9/2020		DR. BY:DC	CHK BY:MB
SCALE: N/A	SHEET: 2 of 10	DATE: 3/19/2019	JOB No. 18-025
FILE : 18-025_Bndy			

CERTIFIED SURVEY MAP

(LAND DIVISION)

(PARCEL "A" DESCRIPTION & ACCESS EASEMENT DESCRIPTIONS)

Legal Description Parcel "A" (As Surveyed)

(Also known as "THE RIDGE SITE CONDOMINIUM", Livingston County Records)


A part of the South 1/2 of the Northeast 1/4 of Section 26, Town 2 North, Range 5 East, Genoa Township, Livingston County, State of Michigan, more particularly described as follows:

BEGINNING at the East 1/4 corner of said Section 26, thence along the East-West 1/4 line of said Section 26 (As Monumented) and the North line of Brighton Estates Subdivision as recorded in Liber 23, Page 35 thru 39 of the Livingston County Records, S87°17'35"W, 1332.50 feet;
thence along the East line of Lot 30 and Lot 29 of said Brighton Estates Subdivision, N02°40'57"W, 1320.93 feet to the Northeast corner of said Lot 29 of Brighton Estates Subdivision;
thence N86°54'53"E, 697.77 feet;
thence S01°17'52"W, 520.30 feet;
thence S74°19'35"E, 73.08 feet;
thence parallel with said East line of Lot 30 and 29, S02°40'57"E, 231.96 feet;
thence N87°17'35"E, 275.70 feet;
thence N11°35'55"E, 25.22 feet;
thence 113.90 feet, along the arc of a curve to the right, said curve has a radius of 183.00 feet, a central angle of 35°39'45", and a chord which bears N29°25'47"E at a distance of 112.07 feet;
thence N02°40'57"W, 157.03 feet;
thence N86°54'53"E, 200.00 feet;
thence N02°40'58"W parallel to East line of Section 26 and centerline of Bauer Road (Public - Right-of-Way), 500.13 feet, said line being 60.00 feet West of, (as measured at a perpendicular angle) to said East line of Section 26 and centerline of Bauer Road;
thence N86°54'56"E, 51.00 feet to said East line of Section 26 and centerline of Bauer Road;
thence S02°40'58"E along said East line of Section 26 and centerline of Bauer Road, 510.13 feet;
thence S86°54'56"W, 250.00 feet;
thence S02°40'57"E, 87.00 feet;
thence N86°54'53"E, 250.00 feet to said East line of Section 26 and centerline of Bauer Road;
thence along said East line of Section 26 and centerline of Bauer Road, S04°40'58"E, 732.60 feet to said East 1/4 corner of Section 26, said point also being the POINT OF BEGINNING containing 31.152 acres, also subject to the rights of the public over Bauer Road (Public - Right-of-Way), also subject to any other easements or restrictions of record.

33 Foot Wide Access Easement Description

A 33 Foot Wide Access Easement lying in the South 1/2 of the Northeast 1/4 of Section 26, Town 2 North, Range 5 East, Genoa Township, Livingston County, State of Michigan. Said easements commences at the East 1/4 corner of said Section 26, thence along the East-West 1/4 line of said Section 26 (As Monumented) and the North line of Brighton Estates Subdivision as recorded in Liber 23, Page 35 thru 39 of the Livingston County Records, S87°17'35"W, 1332.50 feet;
thence along the East line of Lot 30 and Lot 29 of said Brighton Estates Subdivision, N02°40'57"W, 1320.93 feet to the Northeast corner of said Lot 29 of Brighton Estates Subdivision;
thence N86°54'53"E, 897.77 feet;
thence S06°13'27"E, 622.20 feet to the POINT OF BEGINNING of said 33 Foot Wide Access Easement;
thence S50°06'37"E, 127.64 feet;
thence 34.97 feet, along the arc of a curve to the left, said curve has a radius of 183.00 feet, a central angle of 10°56'56", and a chord which bears S20°49'01"W at a distance of 34.92 feet;
thence N50°06'37"W, 176.77 feet;
thence N88°42'31"E, 50.12 feet; to the POINT OF BEGINNING.



INNOVATIVE GEOSPATIAL & ENGINEERING SOLUTIONS		CLIENT:	
		MORETTI ESTATES	
298 VETERANS DRIVE FOWLERVILLE, MICHIGAN 48836 (OFFICE) 517-223-3512 monumentengineering.com		NE 1/4, SEC. 26, T2N-R5E, GENOA TWP.	
SERVICE DISABLED VETERAN OWNED SMALL BUSINESS (SDVOSB)		(M) – Measured Dist. (R) – Recorded Dist. ● MON – Found Concrete Monument ● FIR/P – Found Iron Rod/Pipe ○ SIR – Set Iron Rod ▲ MAG – Set Magnetic Nail P.O.B./E. – Point of Beginning/Ending ● – Soil Evaluation Dig *-*-* – Fence	
LAST REVISION: 3/9/2020		DR. BY:DC CHK BY: MB	
SCALE: N/A	SHEET: 3 of 10	DATE: 3/19/2019	JOB No. 18-025
FILE : 18-025_Bndy			

CERTIFIED SURVEY MAP

(LAND DIVISION)

(PARCEL "B" DESCRIPTION)

Legal Description Parcel "B" (As Surveyed)

A part of the Northeast 1/4 of Section 26, Town 2 North, Range 5 East, Genoa Township, Livingston County, State of Michigan, more particularly described as follows:

Commencing at the East 1/4 corner of said Section 26, thence along the East-West 1/4 line of said Section 26 (As Monumented) and the North line of Brighton Estates Subdivision as recorded in Liber 23, Page 35 thru 39 of the Livingston County Records, S87°17'35"W, 1332.50 feet;
thence along the East line of Lot 30 and Lot 29 of said Brighton Estates Subdivision, N02°40'57"W, 1320.93 feet to the Northeast corner of said Lot 29 of Brighton Estates Subdivision;
thence N86°54'53"E, 697.77 feet to the POINT OF BEGINNING of Parcel to be described;
thence continuing N86°54'53"E, 200.00 feet;
thence S06°13'27"E, 622.20 feet;
thence S88°42'31"W, 50.12 feet;
thence N71°50'26"W, 27.61 feet;
thence N83°49'15"W, 77.82 feet;
thence N78°03'10"W, 54.14 feet;
thence N02°40'57"W, 40.84 feet;
thence N74°19'35"W, 73.08 feet;
thence N01°17'52"E, 520.30 feet the POINT OF BEGINNING containing 3.210 acres, also benefiting from an Access Easement described as;
A 33 Foot Wide Access Easement lying in the South 1/2 of the Northeast 1/4 of Section 26, Town 2 North, Range 5 East, Genoa Township, Livingston County, State of Michigan. Said easements commences at the East 1/4 corner of said Section 26, thence along the East-West 1/4 line of said Section 26 (As Monumented) and the North line of Brighton Estates Subdivision as recorded in Liber 23, Page 35 thru 39 of the Livingston County Records, S87°17'35"W, 1332.50 feet;
thence along the East line of Lot 30 and Lot 29 of said Brighton Estates Subdivision, N02°40'57"W, 1320.93 feet to the Northeast corner of said Lot 29 of Brighton Estates Subdivision;
thence N86°54'53"E, 897.77 feet;
thence S06°13'27"E, 622.20 feet to the POINT OF BEGINNING of said 33 Foot Wide Access Easement;
thence S50°06'37"E, 127.64 feet;
thence 34.97 feet, along the arc of a curve to the left, said curve has a radius of 183.00 feet, a central angle of 10°56'56", and a chord which bears S20°49'01"W at a distance of 34.92 feet;
thence N50°06'37"W, 176.77 feet;
thence N88°42'31"E, 50.12 feet; to the POINT OF BEGINNING.
Also benefiting from an access agreement as described in the Master Deed of "THE RIDGE SITE CONDOMINIUM", Livingston County Records, also subject to any other easements or restrictions of record.



INNOVATIVE GEOSPATIAL & ENGINEERING SOLUTIONS

MEGA

Engineering Group Associates Inc.

298 VETERANS DRIVE
FOWLerville,
MICHIGAN 48836
(OFFICE) 517-223-3512
monumentengineering.com

SERVICE DISABLED VETERAN OWNED
SMALL BUSINESS (SDVOSB)

LAST REVISION: 3/9/2020

SCALE: N/A

SHEET: 4 of 10

DATE: 3/19/2019

FILE : 18-025_Bndy

CLIENT:
MORETTI ESTATES

NE 1/4, SEC. 26, T2N-R5E, GENOA TWP.

(M) – Measured Dist. (R) – Recorded Dist.
● MON – Found Concrete Monument
● FIR/P – Found Iron Rod/Pipe
○ SIR – Set Iron Rod
▲ MAG – Set Magnetic Nail
P.O.B./E. – Point of Beginning/Ending
● – Soil Evaluation Dig
*** – Fence

DR. BY:DC

CHK BY:MB

JOB No. 18-025

CERTIFIED SURVEY MAP

(LAND DIVISION)
(PARCEL "C" DESCRIPTION)

Legal Description Parcel "C" (As Surveyed)

A part of the Northeast 1/4 of Section 26, Town 2 North, Range 5 East, Genoa Township, Livingston County, State of Michigan, more particularly described as follows:

Commencing at the East 1/4 corner of said Section 26, thence along the East-West 1/4 line of said Section 26 (As Monumented) and the North line of Brighton Estates Subdivision as recorded in Liber 23, Page 35 thru 39 of the Livingston County Records, S87°17'35"W, 1332.50 feet;
thence along the East line of Lot 30 and Lot 29 of said Brighton Estates Subdivision, N02°40'57"W, 1320.93 feet to the Northeast corner of said Lot 29 of Brighton Estates Subdivision;
thence N86°54'53"E, 897.77 feet to the POINT OF BEGINNING of Parcel to be described;
thence continuing N86°54'53"E, 383.76 feet;
thence S02°40'58"E parallel to East line of Section 26 and centerline of Bauer Road (Public - Right-of-Way), 500.13 feet, said line being 60.00 feet West of, (as measured at a perpendicular angle) to said East line of Section 26 and centerline of Bauer Road;
thence S86°54'53"W, 200.00 feet;
thence S02°40'57"E, 157.03 feet;
thence 66.98 feet, along the arc of a curve to the left, said curve has a radius of 183.00 feet, a central angle of 20°58'11", and a chord which bears S36°46'34"W at a distance of 66.60 feet;
thence N50°06'37"W, 127.64 feet;
thence N06°13'27"W, 622.20 feet to the POINT OF BEGINNING containing 4.665acres, benefiting from an Access Easement described as;
A 33 Foot Wide Access Easement lying in the South 1/2 of the Northeast 1/4 of Section 26, Town 2 North, Range 5 East, Genoa Township, Livingston County, State of Michigan. Said easements commences at the East 1/4 corner of said Section 26, thence along the East-West 1/4 line of said Section 26 (As Monumented) and the North line of Brighton Estates Subdivision as recorded in Liber 23, Page 35 thru 39 of the Livingston County Records, S87°17'35"W, 1332.50 feet;
thence along the East line of Lot 30 and Lot 29 of said Brighton Estates Subdivision, N02°40'57"W, 1320.93 feet to the Northeast corner of said Lot 29 of Brighton Estates Subdivision;
thence N86°54'53"E, 897.77 feet;
thence S06°13'27"E, 622.20 feet to the POINT OF BEGINNING of said 33 Foot Wide Access Easement;
thence S50°06'37"E, 127.64 feet;
thence 34.97 feet, along the arc of a curve to the left, said curve has a radius of 183.00 feet, a central angle of 10°56'56", and a chord which bears S20°49'01"W at a distance of 34.92 feet;
thence N50°06'37"W, 176.77 feet;
thence N88°42'31"E, 50.12 feet; to the POINT OF BEGINNING.
Also benefiting from an access agreement as described in the Master Deed of "THE RIDGE SITE CONDOMINIUM", Livingston County Records, also subject to any other easements or restrictions of record.



INNOVATIVE GEOSPATIAL & ENGINEERING SOLUTIONS		CLIENT:	
		MORETTI ESTATES	
298 VETERANS DRIVE FOWLERVILLE, MICHIGAN 48836 (OFFICE) 517-223-3512 monumentengineering.com		NE 1/4, SEC. 26, T2N-R5E, GENOA TWP.	
SERVICE DISABLED VETERAN OWNED SMALL BUSINESS (SDVOSB)		(M) – Measured Dist. (R) – Recorded Dist. ● MON – Found Concrete Monument ● FIR/P – Found Iron Rod/Pipe ○ SIR – Set Iron Rod ▲ MAG – Set Magnetic Nail P.O.B./E. – Point of Beginning/Ending ⊙ – Soil Evaluation Dig - * - * - Fence	
LAST REVISION: 3/9/2020			
		DATE: 3/19/2019	DR. BY:DC CHK BY: MB
SCALE: N/A	SHEET: 5 of 10	FILE : 18-025_Bndy	JOB No. 18-025

CERTIFIED SURVEY MAP

(LAND DIVISION)
(PARCEL "D")

Legal Description Parcel "D" (As Surveyed)

A part of the Northeast 1/4 of Section 26, Town 2 North, Range 5 East, Genoa Township, Livingston County, State of Michigan, more particularly described as follows:

Commencing at the East 1/4 corner of said Section 26, thence along the East-West 1/4 line of said Section 26 (As Monumented) and the North line of Brighton Estates Subdivision as recorded in Liber 23, Page 35 thru 39 of the Livingston County Records, S87°17'35"W, 1332.50 feet;
thence along the East line of Lot 30 and Lot 29 of said Brighton Estates Subdivision, N02°40'57"W, 1320.93 feet to the Northeast corner of said Lot 29 of Brighton Estates Subdivision;
thence N86°54'53"E, 897.77 feet;
thence S06°13'27"E, 622.20 feet to the POINT OF BEGINNING of Parcel to be described;
thence S50°06'37"E, 127.64 feet;
thence 46.93 feet, along the arc of a curve to the left, said curve has a radius of 183.00 feet, a central angle of 14°41'34", and a chord which bears S18°56'42"W at a distance of 46.80 feet;
thence S11°35'55"W, 25.22 feet;
thence S87°17'35"W, 275.70 feet;
thence N02°40'57"W, 191.12 feet;
thence S78°03'10"E, 54.14 feet;
thence S83°49'15"E, 77.82 feet;
thence S71°50'26"E, 27.61 feet;
thence N88°42'31"E, 50.12 feet to the POINT OF BEGINNING containing 1.015 acres, subject to and benefiting from an Access Easement described as;
A 33 Foot Wide Access Easement lying in the South 1/2 of the Northeast 1/4 of Section 26, Town 2 North, Range 5 East, Genoa Township, Livingston County, State of Michigan. Said easements commences at the East 1/4 corner of said Section 26, thence along the East-West 1/4 line of said Section 26 (As Monumented) and the North line of Brighton Estates Subdivision as recorded in Liber 23, Page 35 thru 39 of the Livingston County Records, S87°17'35"W, 1332.50 feet;
thence along the East line of Lot 30 and Lot 29 of said Brighton Estates Subdivision, N02°40'57"W, 1320.93 feet to the Northeast corner of said Lot 29 of Brighton Estates Subdivision;
thence N86°54'53"E, 897.77 feet;
thence S06°13'27"E, 622.20 feet to the POINT OF BEGINNING of said 33 Foot Wide Access Easement;
thence S50°06'37"E, 127.64 feet;
thence 34.97 feet, along the arc of a curve to the left, said curve has a radius of 183.00 feet, a central angle of 10°56'56", and a chord which bears S20°49'01"W at a distance of 34.92 feet;
thence N50°06'37"W, 176.77 feet;
thence N88°42'31"E, 50.12 feet; to the POINT OF BEGINNING. Also benefiting from an access agreement as described in the Master Deed of "THE RIDGE SITE CONDOMINIUM", Livingston County Records, also subject to any other easements or restrictions of record.



INNOVATIVE GEOSPATIAL & ENGINEERING SOLUTIONS



298 VETERANS DRIVE
FOWLerville,
MICHIGAN 48836
(OFFICE) 517-223-3512
monumentengineering.com

SERVICE DISABLED VETERAN OWNED
SMALL BUSINESS (SDVOSB)

LAST REVISION: 3/9/2020

DATE: 3/19/2019

SCALE: N/A

SHEET: 6 of 10

FILE : 18-025_Bndy

CLIENT:
MORETTI ESTATES

NE 1/4, SEC. 26, T2N-R5E, GENOA TWP.

(M) – Measured Dist. (R) – Recorded Dist.
● MON – Found Concrete Monument
● FIR/P – Found Iron Rod/Pipe
○ SIR – Set Iron Rod
▲ MAG – Set Magnetic Nail
P.O.B./E. – Point of Beginning/Ending
⦿ – Soil Evaluation Dig
--* – Fence

DR. BY:DC

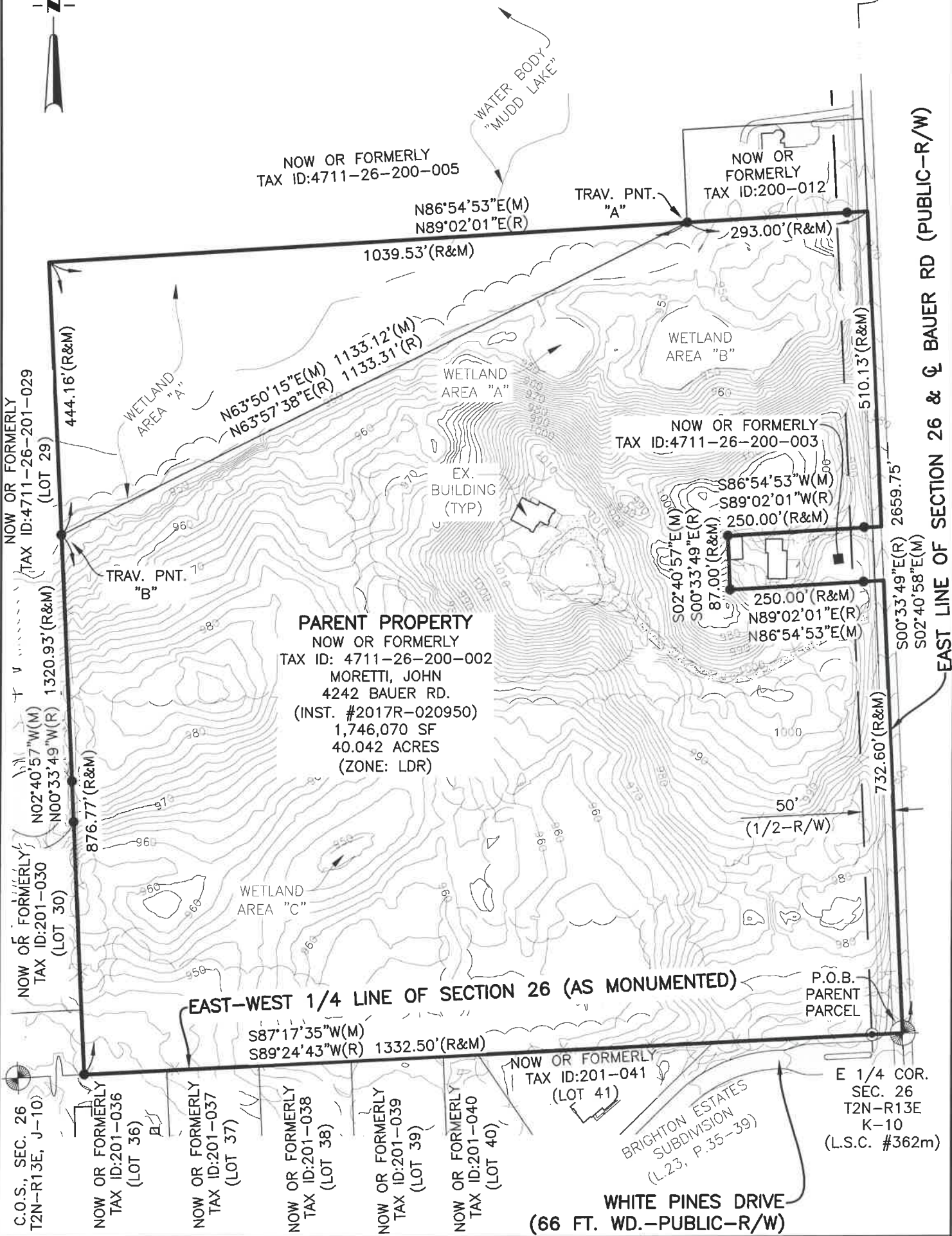
CHK BY:MB

JOB No. 18-025

CERTIFIED SURVEY MAP

(LAND DIVISION)
(PARENT PARCEL)

NE COR.
SEC. 26
T2N-R13E
K-09
(L.S.C. #361m)



INNOVATIVE GEOSPATIAL & ENGINEERING SOLUTIONS		CLIENT:	
		MORETTI ESTATES	
298 VETERANS DRIVE FOWLerville, MICHIGAN 48836 (OFFICE) 517-223-3512 monumentengineering.com SERVICE DISABLED VETERAN OWNED SMALL BUSINESS (SDVOSB)		NE 1/4, SEC. 26, T2N-R5E, GENOA TWP.	
LAST REVISION: 3/9/2020		(M) - Measured Dist. (R) - Recorded Dist.	
DATE: 3/19/2019		● MON - Found Concrete Monument	
SCALE: 1"=200'		● FIR/P - Found Iron Rod/Pipe	
SHEET: 7 of 10		○ SIR - Set Iron Rod	
FILE : 18-025_Bndy		▲ MAG - Set Magnetic Nail	
		P.O.B./E. - Point of Beginning/Ending	
		● - Soil Evaluation Dig	
		* * * - Fence	
		DR. BY:DC	
		CHK BY: MB	
		JOB No. 18-025	

CERTIFIED SURVEY MAP

(LAND DIVISION)
(PARCEL "A" DETAIL)

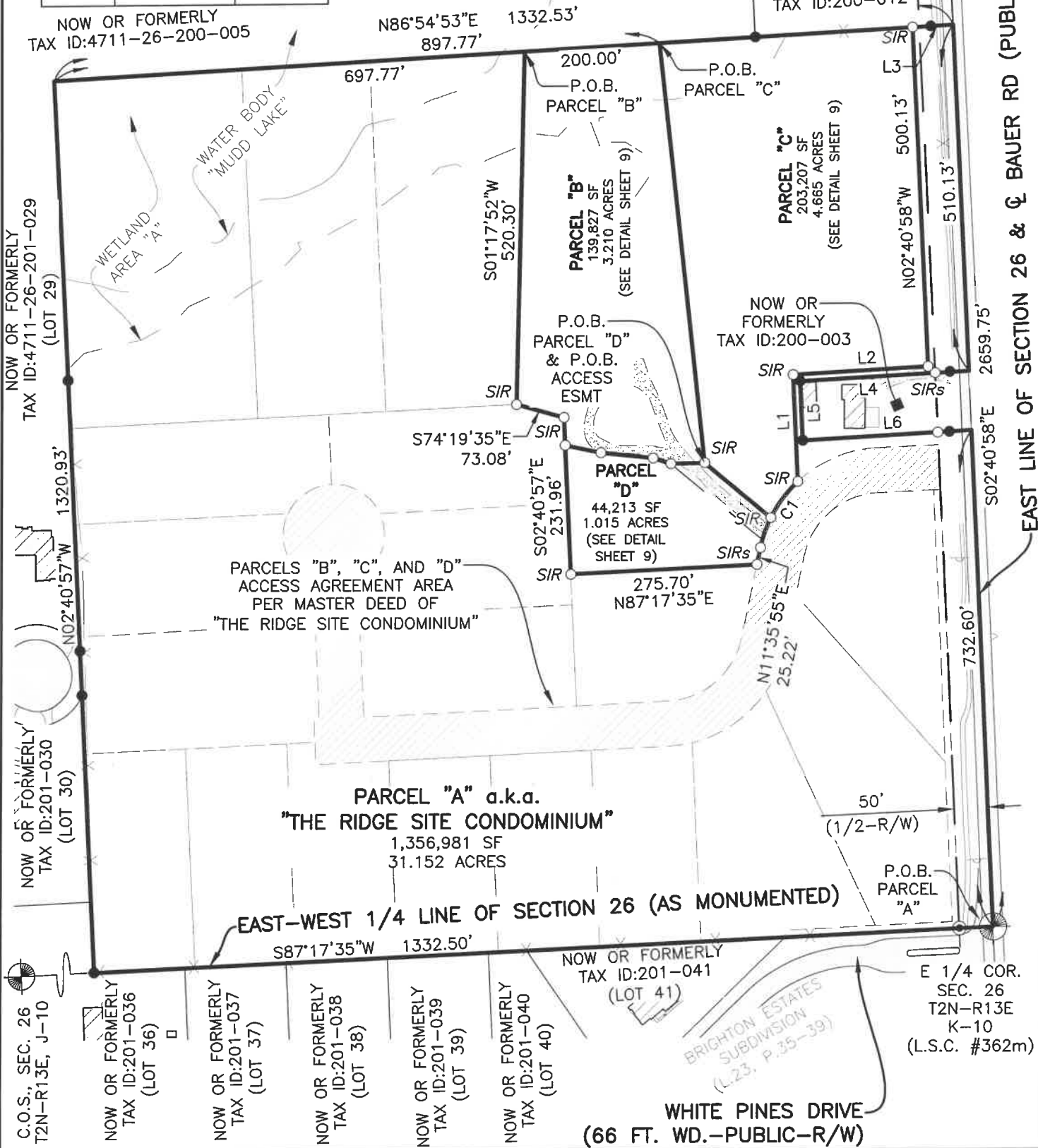
NE COR.
SEC. 26
T2N-R13E
K-09
(L.S.C. #361m)



EAST LINE OF SECTION 26 & Q BAUER RD (PUBLIC-R/W)

PARCEL "A" LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N2°40'57"W	157.03'
L2	N86°54'53"E	200.00'
L3	N86°54'56"E	51.00'
L4	S86°54'53"W	250.00'
L5	S2°40'57"E	87.00'
L6	N86°54'53"E	250.00'

PARCEL "A" CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	CHORD
C1	113.90'	183.00'	35°39'45"	N29°25'47"E 112.07'



C.O.S., SEC. 26
T2N-R13E, J-10

NOW OR FORMERLY
TAX ID:201-036
(LOT 36)

NOW OR FORMERLY
TAX ID:201-037
(LOT 37)

NOW OR FORMERLY
TAX ID:201-038
(LOT 38)

NOW OR FORMERLY
TAX ID:201-039
(LOT 39)

NOW OR FORMERLY
TAX ID:201-040
(LOT 40)

NOW OR FORMERLY
TAX ID:201-041
(LOT 41)



INNOVATIVE GEOSPATIAL & ENGINEERING SOLUTIONS

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LAST REVISION: 3/9/2020

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DR. BY:DC CHK BY: MB

DATE: 3/19/2019

FILE : 18-025_Bndy

JOB No. 18-025

NE COR.
SEC. 26
T2N-R13E
K-09
(L.S.C. #361m)

(PARCEL "B", "C" & "D" DETAILS)

NOW OR FORMERLY
TAX ID:4711-26-200-005

NOW OR FORMERLY
TAX ID:200-012



E 1/4 COR.
SEC. 26
T2N-R13E
K-10
(L.S.C. #362m)

JOB No. 18-025

CERTIFIED SURVEY MAP

NE COR.
SEC. 26
T2N-R13E
K-09
(L.S.C. #361m)



(LAND DIVISION)
(ACCESS EASEMENT DETAIL)

NOW OR FORMERLY
TAX ID:4711-26-200-005

NOW OR FORMERLY
TAX ID:200-012

N86°24'43"E 897.77'

PARCEL "B"
139,827 SF
3.210 ACRES

PARCEL "C"
203,207 SF
4.665 ACRES

S06°13'27"E 622.20'

NOW OR FORMERLY
TAX ID:200-003

N02°40'58"W 2659.75'

EAST LINE OF SECTION 26 & Q BAUER RD (PUBLIC-R/W)

P.O.B.
33' ACCESS
EASEMENT

PARCEL "D"
44,213 SF
1.015 ACRES

PARCEL "A"
1,356,981 SF
31.152 ACRES

S50°06'37"E 127.64'
N50°06'37"W 176.77'

E 1/4 COR.
SEC. 26
T2N-R13E
K-10
(L.S.C. #362m)



ACCESS EASE. LINE TABLE			ACCESS EASEMENT CURVE TABLE				
LINE #	BEARING	DISTANCE	CURVE #	LENGTH	RADIUS	DELTA	CHORD
L1	N88°42'31"E	50.12'	C1	34.97'	183.00'	10°56'56"	S20°49'01"W 34.92'



INNOVATIVE GEOSPATIAL & ENGINEERING SOLUTIONS

MEGA Associates, Inc.

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