

RECORDED

2000 OCT 18 1 P 3:34

NANCY HAVILAND
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI.
48843

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 appeal on the records in this
office except as stated.

4519
10-18-00 *Diann H. Hardy*
Diann H. Hardy, Treasurer
Sec. 185 Act 266, 1896 as Amended
500 Taxes not examined

HOMESTEAD DEMANDS NOT EXAMINED

MASTER DEED
FOLDENAUER FARMS SITE CONDOMINIUM
CONDOMINIUM PLAN NO. 204

195/2

THIS MASTER DEED is made and executed on this 11TH day of OCTOBER, 2000, by Hartland Associates I, L.L.C., a Michigan limited liability Company (hereinafter referred to as "Developer"), whose address is 7081 Dan McGuire Drive, Brighton, Michigan 48116, in pursuance of the provisions of the Michigan Condominium Act, Act 59 of the Public Acts of 1978, as amended (hereinafter referred to as the "Act").

RECITALS:

A. Developer desires to establish the real property described in Article II below, together with the improvements located and to be located thereon, and the appurtenances thereto, as a residential Condominium Project under the provisions of the Act.

B. To accomplish these purposes, Developer has prepared and executed this Master Deed, together with the Bylaws attached hereto as Exhibit A, the Condominium Subdivision Plan dated MAY 5, 2000 prepared by Boss Engineering, attached hereto as Exhibit B, the Legal Description of Utility and Drainage Easements attached hereto as Exhibit C, the Foldenauer Farms Site Plan attached hereto as Exhibit D, the Legal Description of Parcels attached hereto as Exhibit E, and the Declaration of Easements and Restrictions dated July 19, 1999, recorded August 2, 1999, in Liber 2629, Page 0718, Livingston County Records, as amended by First Amendment to Declaration of Easements and Restrictions dated OCTOBER 11, 2000, recorded 10-18, 2000 in Liber 2844, Page 498 Livingston County Records. The Declaration of Easements and Restrictions, First Amendment to Declaration of Easements and Restrictions, and all Exhibits attached hereto are incorporated into this Master Deed by reference.

NOW, THEREFORE, in furtherance of the establishment of the Condominium Project, it is provided as follows:

08-31-200-022

ARTICLE I DEDICATION

By executing and recording this Master Deed, Developer establishes Foldenauer Farms Site Condominium (sometimes hereinafter referred to as the "Condominium Project") as a Condominium Project under the Act. After being so established, the Condominium Project shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved and in every manner utilized subject to the provisions of the Act and the provisions, covenants, conditions, restrictions and obligations set forth in this Master Deed and Exhibits attached hereto, and the other Development Documents (defined below), all of which shall run with the land and shall be a burden and a benefit to Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Project, and their grantees, successors, assigns, heirs, and personal representatives.

ARTICLE II LEGAL DESCRIPTION

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

Part of the Northwest 1/4 and part of the Northeast 1/4 of Section 31, T3N-R6E, Hartland Township, Livingston County, Michigan, more particularly described as follows: Commencing at the Northeast Corner of said Section 31; thence along the centerline of Bergin Road (50 foot 1/2 wide Right of Way) and the North Line of said Section 31, S 87°51'05" W, 1338.19 feet; thence along the East Line of the West 1/2 of the Northeast 1/4 of said Section 31, S 02°30'10" E, 241.72 feet, to the POINT OF BEGINNING of the Parcel to be described; thence continuing along the East Line of the West 1/2 of the Northeast 1/4 of said Section 31, S 02°30'10" E, 2425.22 feet; thence along the East-West 1/4 Line of said Section 31; S 87°56'57" W, 1326.33 feet to the Center of said Section 31; thence continuing along the East-West 1/4 Line of said Section 31, S 87°56'57" W, 693.62 feet; thence N 10°13'51" W, 448.00 feet; thence S 81°50'36" W, 228.75 feet; thence along the Southerly Right of Way of a Private Road Easement on the following two (2) courses, 1) Southeasterly on an arc left, having a length of 57.52 feet, a radius of 75.00 feet, a central angle of 43°56'44", and a long chord which bears S 30°07'46" E, 56.12 feet; 2) 350.67 feet along an arc right, a radius of 75.00 feet, a central angle of 267°53'28", and a long chord which bears S 81°50'36" W, 108.00 feet; thence continuing along said Westerly Right of Way along the following six (6) courses, 1) Northeasterly on an arc left, having a length of 57.52 feet, a radius of 75.00 feet, a central angle of 43°56'44", and a long chord which bears N 13°48'58" E, 56.12 feet; 2) thence N 08°09'24" W, 376.64 feet; 3) 55.76 feet along an arc left, having a radius of 367.00 feet, a central angle of 08°42'19", and a long chord which bears N 12°30'34" W, 55.71 feet; 4) N 16°51'43" W, 437.68 feet; 5) 66.19 feet on an arc left, having a radius of 267.00 feet, a central angle of 14°12'17", and a long chord which bears N 23°57'52" W, 66.02 feet; 6) and N 31°04'00" W, 127.47 feet; thence S 58°56'00" W, 58.36 feet; thence along the West line of the East 1/2 of the Northwest 1/4 of said Section 31, N 02°53'40" W, 1255.21 feet; thence along the centerline of Bergin Road (50 foot 1/2 wide Right of Way) and the North Line of said Section 31, N 87°55'29" E, 195.00 feet; thence S 02°53'40" E, 264.00 feet;

thence N 87°55'29" E, 165.00 feet; thence N 02°53'40" W, 264.00 feet; thence continuing along the centerline of Bergin Road and the North Line of said Section 31, N 87°55'29" E, 117.03 feet; thence S 02°04'31" E, 330.00 feet; thence along the Northerly Right of Way of a 66 foot Private Road Easement N 87°55'29" E, 264.00 feet; thence N 02°04'31" W, 330.00 feet; thence along the centerline of Bergin Road (50 foot 1/2 wide Right of Way) and the North Line of said Section 31, N 87°55'29" E, 594.57 feet to the North 1/4 Corner of said Section 31; thence continuing along the centerline of Bergin Road (50 foot 1/2 wide Right of Way) and the North Line of said Section 31, N 87°51'05" E, 875.61 feet; thence S 02°30'17" E, 129.90 feet; thence S 62°25'24" E, 225.50 feet; thence N 87°51'05" E, 267.44 feet to the POINT OF BEGINNING, Containing 133.44 acres, more or less without Exceptions (1) and (2), and subject to the rights of the public over said Bergin Road. Also subject to and including use of a Private Road Easement, as described in Exhibit C. Also subject to Drainage Easement A, Drainage Easement B, Drainage Easement C, and Drainage Easement F, as described in Exhibit C. Also subject to and including use of Utility Easement A, Utility Easement B, Utility Easement C, Utility Easement D and Utility Easement G, as described in said Exhibit C. Also subject to any other easements or restrictions of record.

EXCEPTION 1

Part of the Northwest 1/4 of Section 31, T3N-R6E, Hartland Township, Livingston County, Michigan, more particularly described as follows: Commencing at the North 1/4 Corner of said Section 31; thence along the centerline of Bergin Road (50 foot 1/2 wide Right of Way) and the North Line of Said Section 31, S 87°55'29" W, 858.57 feet; thence S 02°04'31" E, 330.00 feet; thence along the Northerly Right of Way of a 66 foot wide Private Road Easement as described in Exhibit C, N 87°55'29" E, 848.29 feet; thence S 02°04'31" E, 66.00 feet, to the POINT OF BEGINNING of the Exception to be described; thence continuing S 02°04'31" E, 437.67 feet; thence S 87°55'29" W, 600.00 feet; thence N 58°03'32" W, 299.55 feet; thence N 02°04'31" W, 270.10 feet; thence along the Southerly Right of Way of said Easement, N 87°55'29" E, 848.29 feet, to the POINT OF BEGINNING; Containing Parcels 9-12 and 8.05 acres, more or less, and including use of a Private Road Easement as described in Exhibit C. Also subject to and including the use of Utility Easement B as described in Exhibit C. Also including the use of Utility Easement A, Utility Easement C, and Utility Easement D, as described in Exhibit C. Also subject to Drainage Easement for Wetlands Mitigation A. Also subject to any other easements or restrictions of record.

EXCEPTION 2

Part of the Northwest 1/4 of Section 31, T3N-R6E, Hartland Township, Livingston County, Michigan, more particularly described as follows: Commencing at the North 1/4 Corner of said Section 31; thence along the centerline of Bergin Road (50 foot 1/2 wide Right of Way) and the North Line of said Section 31, S 87°55'29" W, 1335.61 feet; thence along the West line of the East 1/2 of the Northwest 1/4 of said Section 31, S 02°53'40" E, 2664.30 feet; thence along the East-West 1/4 line of said Section 31, N 87°56'57" E, 635.65 feet; thence N 10°13'51" W, 448.00 feet; thence S 81°50'36" W, 228.75 feet; thence along the Easterly Right of Way of a 66 foot wide Private Road Easement as described in Exhibit C, N 08°09'24" W, 91.00 feet, to the POINT OF BEGINNING of the Parcel to be described; thence continuing along said Right of Way, N 08°09'24" W, 285.64 feet; thence along an arc left, having a length of 65.79 feet, a radius of 433.00 feet, a central angle of 08°42'19", and a long chord which bears N 12°30'34" W, 65.73 feet; thence continuing along said Right of Way, N 16°51'43" W, 307.80 feet; thence N 73°08'17" E, 379.61 feet; thence S 21°18'22"

E, 225.68 feet; thence S 07°42'56" E, 493.14 feet, thence S 81°50'36" W, 371.20 feet to the POINT OF BEGINNING; Containing Parcels 6-8 and 6.02 acres, more or less, and including use of a Private Road Easement as described in Exhibit C. Also subject to and including the use of Utility Easement B as described in Exhibit C. Also including the use of Utility Easement A, Utility Easement C, Utility Easement D, Utility Easement E, Utility Easement F, and Utility Easement G, as described in Exhibit C. Also subject to Drainage Easement for Wetlands Mitigation B. Also subject to any other easements or restrictions of record.

ARTICLE III TITLE AND NATURE

Section 1. The Development in General. The Condominium Project shall be known as Foldenauer Farms Site Condominium, Livingston County Condominium Subdivision Plan No. _____. The Condominium Project is a part of a larger development known as Foldenauer Farms (sometimes hereinafter referred to as the "Development"). The Condominium Project comprises what is known as the "Site Condominium Phase" of the Development. The Development also contains a phase known as the "Split Parcel Phase", which is comprised of 14 parcels of adjacent land, each approximately two acres in size. The Split Parcel Phase of the Development is also being developed for residential purposes. All Owners of land within the Development shall be members of the Association, as provided in the Declaration of Easements and Restrictions, and shall share in the costs associated with the maintenance of the Common Areas within the Development. The shared association arrangement between condominium owners and non-condominium owners, being created for Foldenauer Farms, is unique to this Development. The shared association will insure that the Development as a whole is administered and operated in an efficient manner and that both Phases of the Development are constructed and maintained in a manner not only consistent with each other, but in accordance with the highest environmental, aesthetic and residential standards, as contemplated by the Development Documents. By purchasing a Lot in the Condominium Project, each Co-owner acknowledges and agrees, that notwithstanding any provision of the Act or its Administrative Rules to the contrary, or any provision of the Development Documents to the contrary (including, but not limited to Article XII of this Master Deed), the Split Parcel Owners shall also be members of the Association, and each Co-owner waives any right of objection or cause of action he or she may have under the Act, its Administrative Rules, or any of the Development Documents resulting from this shared association arrangement.

Section 2. The Condominium Project. The Lots contained in the Condominium Project, including the number, boundaries, dimensions and area of each Lot therein, are set forth completely in the Condominium Subdivision Plan attached hereto as Exhibit B. Each individual Lot has been created for residential purposes. Each Lot is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Lot and shall have an undivided and inseparable interest with the other Co-owners in the Common Elements of the Condominium Project and shall share with the other Co-owners the Common Elements of the Condominium Project as provided in this Master Deed. Co-owners of the Condominium Project shall also share certain portions of the Common Elements with the Split Parcel Owners, who shall have easements and rights of use, and the obligation of financial support, as provided in the Development Documents.

ARTICLE IV DEFINITIONS

Certain terms are used not only in this Master Deed and the Exhibits attached hereto, but in various other documents, including but not limited to the Articles of Incorporation, Bylaws and the rules and regulations of Foldenauer Farms Owners Association (defined below), and deeds, mortgages, liens, land contracts, easements, and other documents affecting interests in the Condominium Project. When used in such documents, the following definitions shall apply unless the context clearly indicates otherwise:

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

Section 2. Association. "Association" means the Foldenauer Farms Owners Association, a Michigan nonprofit corporation, of which all Co-owners shall be members, along with the owners of parcels in the Split Parcel Phase of the Development. This corporation shall administer, operate, manage and maintain the Development. Any action required of or permitted to the Association shall be exercised by its Board of Directors unless specifically reserved to its members by the Development Documents or the laws of the State of Michigan.

Section 3. Board of Directors Or Board. "Board of Directors" or "Board" means the Board of Directors of the Foldenauer Farms Owners Association.

Section 4. Bylaws. "Bylaws" means Exhibit A attached hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners, which are required by Sections 3(8), 8, and 53 of the Act to be recorded as part of this Master Deed. The Bylaws shall also constitute the Corporate Bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act, and shall be the same Bylaws as referred to in the Declaration of Easements and Restrictions.

Section 5. Common Elements. "Common Elements", where used without modification, means both the General and Limited Common Elements of the Condominium Project described in Article V of this Master Deed.

Section 6. Condominium Premises. "Condominium Premises" means and includes the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to the Condominium Project as described in this Master Deed or any amendments to this Master Deed.

Section 7. Condominium Project. "Condominium Project" means the Foldenauer Farms Site Condominium established pursuant to the Act, also known as the "Site Condominium Phase" of the Development.

Section 8. Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit B attached to this Master Deed.

Section 9. Co-owner. "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof owning one or more Lots in the Condominium Project, including land contract purchasers, but excluding those having such interest merely as security for the performance of any obligation.

Section 10. Declaration of Easements and Restrictions. "Declaration of Easements and Restrictions" shall mean that certain Declaration of Easements and Restrictions dated July 19, 1999, recorded August 2, 1999, in Liber 2629, Page 0718, Livingston County Records, as amended by First Amendment to Declaration of Easements and Restrictions dated OCTOBER 11, 2000, recorded 10-18, 2000 in Liber 2844 Page 498, Livingston County Records, and as further amended from time to time, containing certain protective covenants, conditions, restrictions and reservations to which the Condominium Project and all other property located within the Development are subject.

Section 11. Developer. "Developer" means Hartland Associates I, L.L.C., a Michigan limited liability company, who has made and executed this Master Deed, and its successors and assigns.

Section 12. Development. "Development" means the Split Parcel Phase and the Site Condominium Phase as shown on the Site Plan attached hereto as Exhibit D, commonly known as "Foldenauer Farms" and further described in the Declaration of Easements and Restrictions.

Section 13. Development Documents. "Development Documents" means the Declaration of Easements and Restrictions, this Master Deed, and the Association's Articles of Incorporation, Bylaws and duly adopted rules and regulations and any other instrument referred to in any of the fore mentioned documents which affects the rights and obligations of the Owners, all as amended from time to time. The Development Documents as they relate to the Condominium Project, shall have the same meaning as the term "Condominium Documents" referred to in the Act, except that the term shall also include all Exhibits referenced in Recital B of this Master Deed.

Section 14. Development and Sales Period. "Development and Sales Period" means the period commencing with the recording of the Declaration of Easements and Restrictions and continuing as long as the Developer owns any Parcel or Lot within the Development which it offers for sale.

Section 15. Equestrian Facility. "Equestrian Facility" means such barns, stables, fences and other structures, if and when constructed, in the Open Space Area as provided for in the Declaration of Easements and Restrictions.

Section 16. First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-Developer Owners are permitted to vote for the election of all directors and upon all other matters which may properly be brought before the meeting. Such meeting is to be held in accordance with Article III, Section 2(c) of the Bylaws. Meetings of non-Developer Owners will be held prior to the First Annual Meeting in accordance with Article V, Section 2(b) of the Bylaws for purposes of allowing non-Developer Owners to elect the minimum number of directors required by the Act.

Section 17. Lot. "Lot" means a single Lot in the Condominium Project and shall have the same meaning as the term "Condominium Unit" as defined in the Act. The lands, all structures and improvements now or hereafter located within the boundaries of a Lot shall be owned in their entirety by the Co-owner of the Lot within which they are located and shall not, unless otherwise expressly provided in the Development Documents, constitute Common Elements. Each Lot shall be co-extensive with an entire residential lot within the meaning of the ordinances of Hartland Township and shall extend beyond its related building envelope to the full of its perimeter Lot lines as depicted on the Condominium Subdivision Plan attached hereto as Exhibit B.

Section 18. Open Space Area. "Open Space Area" means the area of approximately 83.48 acres in size, located within the boundaries of the Site Condominium Phase of the Development, as shown on the Condominium Subdivision Plan attached hereto as Exhibit B, which shall contain a recreational trail system and such other amenities as Developer shall, in its discretion, determine.

Section 19. Owners. "Owners" means collectively the Co-owners and the Split Parcel Owners.

Section 20. Parcel. "Parcel" means the 14 individual plots of land located in the Split Parcel Phase of the Development as shown on the Site Plan attached hereto as Exhibit D, and legally described in attached Exhibit E.

Section 21. Split Parcel Owners. "Split Parcel Owners" means the owners of Parcels in the Split Parcel Phase of the Development, including a land contract purchaser, but excluding those having such interest merely as security for the performance of any obligation.

Terms not defined in this Master Deed, but defined in the Act or the other Development Documents shall carry the meanings given to them therein unless the context clearly indicates to the contrary.

Whenever any reference is made in this Master Deed to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made to the singular, a reference shall also include the plural where the same would be appropriate.

**ARTICLE V
COMMON ELEMENTS**

The Common Elements of the Condominium Project described in Exhibit "B" attached hereto, and the respective responsibilities for maintenance, decoration, repair or replacement thereof, are set forth below. The Common Elements of the Condominium Project are a part of the Common Area of the Development, with respect to which each Owner has certain rights and responsibilities as further described in the Development Documents.

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

- (a) Easements. All beneficial easements, if any, now existing or created after the recording of this Master Deed which benefit the Condominium Premises as a whole.
- (b) Electrical. The electrical transmission system throughout the Condominium Project up to the point of lateral connection for Lot service.
- (c) Gas. The natural gas main distribution system throughout the Condominium Project, up to the point of lateral connection for Lot service.
- (d) Land. The land described in Article II hereof including the Open Space Area, and other common areas, not identified as Limited Common Elements, when included as a part of the Condominium Project, but excluding that portion designated on the Condominium Subdivision Plan as the Lots.
- (e) Other. Such other elements of the Condominium Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Lot, and which are intended for common use or are necessary to the existence, upkeep, appearance, utility or safety of the Condominium Project.
- (f) Private Roads. The private roads and cul-de-sacs (including both the paved areas and the adjoining right-of-way) known as Bridlewood Trail, Saddle Club Lane, and Foldenauer Drive, together with the entrance area depicted on the Condominium Subdivision Plan and all signage installed by the Developer and/or the Association in connection therewith.
- (g) Storm Water Drainage System and Wetlands. The storm water discharge and detention system, including drainage areas and apparatus, if any, and wetlands depicted as such on the Condominium Subdivision Plan.
- (h) Telecommunications. The telecommunications system and cable television systems, if and when they may be installed, up to the point of ancillary connection for Lot service.

(i) Telephone. The telephone system throughout the Condominium Project up to the point of the ancillary connection for Lot service.

Some or all of the utility lines, systems and equipment and the telecommunications system, if and when constructed, described above may be owned by a local public authority, governmental body, or by the company that is providing the service. Accordingly, such utility lines, systems and equipment and the telecommunications system, if and when constructed, shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatsoever with respect to the nature or extent of such interest.

Developer reserves the right, in its discretion, to install signage at such locations as Developer deems appropriate within the General Common Elements and road right-of-way.

Section 2. Limited Common Elements. The Limited Common Elements shall be subject to the exclusive use and enjoyment of the Co-owner or Co-owners of the Lot or Lots which the Limited Common Elements are appurtenant. The Limited Common Elements are as follows:

(a) Driveways. Driveways serving the residence constructed within the Lot or Lots, to the extent located outside the boundaries of the Lot.

(b) Utility Services. The pipes, ducts, wiring and conduits supplying electricity, gas, telephone, television and/or other utility service to a Lot, from the point of lateral connection with a General Common Element of the Condominium Project or utility line or system owned by the local public authority or company providing the service.

(c) Miscellaneous. Improvements, if any, constructed by the Developer and designated Limited Common Elements appurtenant to a particular Lot or Lots in the Master Deed or in an amendment to the Master Deed made by Developer.

Section 3. Responsibilities For Maintenance, Decoration, Repair And Replacement.

(a) Association Responsibilities. The costs of maintenance, repair and replacement of all General Common Elements shall be borne by the Association, subject to any provisions of the Development Documents expressly to the contrary, and such costs shall be deemed to be part of the Common Area maintenance costs of the Development, for which assessments shall be levied against each Parcel and Lot as provided in the Development Documents. The Association shall maintain all Common Elements of the Condominium Project requiring periodic maintenance in a neat, clean, and first-class condition in keeping with their basic nature. The Association shall also maintain all Common Areas of the Development in a similar manner in accordance with the terms and conditions of the Declaration of Easements and Restrictions. Additional maintenance assessments may be levied against the Lots and the Parcels for expenses of maintenance required by the Association. Standards for maintenance may be established by the Association through its Board of Directors. The Association shall not be responsible, in the first instance, for performing any

maintenance, repair or replacement with respect to residences and their appurtenances located within any Lot. The Association, acting through its Board of Directors, may undertake such other regularly recurring, reasonably uniform, periodic exterior maintenance functions within any Lot boundaries as it may deem appropriate and as the affected Co-owners may agree (including, without limitation, lawn mowing, snow removal and tree trimming). Nothing herein contained, however, shall compel the Association to undertake such responsibilities. Any such responsibilities undertaken by the Association shall be charged to any affected Co-owner on a reasonably uniform basis and collected in accordance with the assessment procedures established in the Development Documents. 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.

(b) Co-owner Responsibility. Each Co-owner shall be responsible for the maintenance, decoration, repair and replacement of the following:

(i) Each Co-owner shall be responsible for decorating, maintaining, repairing or replacing each and every part of his Lot, together with all improvements thereon, along with any portion of the yard of the Co-owner that is located within the right-of-way of any road. Any building or other improvement to be constructed within a Lot shall be subject to the prior approval of the Architectural Review Committee pursuant to the terms of the Development Documents. Any building or other improvement constructed within a Lot shall further be subject to reasonable aesthetic and maintenance standards prescribed by the Association in duly adopted rules and regulations and to the terms and conditions of the Development Documents. Failure of any Co-owner to adhere to maintenance and aesthetic standards shall entitle the Association to enter upon such Co-owner's Lot and to perform necessary maintenance, repair or replacement work.

(ii) All costs of installation and subsequent operation of electricity, natural gas, water, sewer, telephone, cable television (if any), and other utilities shall be borne by the Co-owner of the Lot to which such services are furnished. All utility laterals and leads shall be installed, maintained, repaired and replaced at the expense of the Co-owner whose Lot they service.

(c) Co-owner Negligence or Fault. If the Association determines in its sole discretion that maintenance, repair, decoration or replacement is required as a result of the failure of a Co-owner to perform his responsibility as set forth in (b) above, or is a result of the negligence, fault or improper conduct of a Co-Owner, the Association may proceed to perform the required maintenance, repair, decoration or replacement. The cost of any such maintenance, repair, decoration, or replacement performed by the Association shall be paid by the Co-owner and added to his monthly Association assessment, if necessary. Failure of the Co-owner to pay the charges incurred by the Association shall entitle the Association to proceed with all remedies set forth in the Development Documents or available at law.

(d) Storm Water Drainage System and Wetlands. The costs of maintenance, repair and replacement of the storm water drainage system and wetlands shall be the responsibility

of the Association, unless a drainage district is subsequently established, and in such event the costs of the drainage district shall be specially assessed to the Lots and the Parcels on an equal basis.

(e) Public Utilities. Public utilities furnishing services such as natural gas, electricity, cable television, telecommunications and telephone to the Condominium Project shall have access to the Common Elements and Lots as may be reasonable for the reconstruction, repair or maintenance of such services and associated costs, if any, incurred to reconstruct, repair or maintain such service shall be borne by the individual Co-owners and/or by the Association, as the case may be.

(f) Equestrian Facility. The Equestrian Facility, once constructed, shall be maintained in good order and repair by Developer at its sole cost and expense during Developer's period of ownership of the same. Once title to the Equestrian Facility is transferred to the Association as provided in the Declaration of Easements and Restrictions, the Equestrian Facility shall be maintained by the Association as part of the Common Area of the Development.

Section 4. Use of Lots and Common Elements. No Co-owner shall use his Lot or the Common Elements in any manner inconsistent with the purposes of the Condominium Project or the Development or in any manner which will interfere with or impair the rights of any other Owner in the use and enjoyment of his/her Parcel or Lot or will interfere with or impair the rights of any Owner in the use and enjoyment of the Common Area of the Development.

ARTICLE VI LOT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Description. Each Lot in the Condominium Project is described in the Condominium Subdivision Plan attached hereto as Exhibit "B". There are 54 Lots created for residential use in the Condominium Project established by this Master Deed. Each Lot shall consist of the space located within horizontal Lot boundaries as delineated on Exhibit B attached to this Master Deed together with all appurtenances thereto.

Section 2. Percentage of Value. The total value of the Condominium Project is 100%. The determination of the percentages of value was made after reviewing the comparative characteristics of each Lot in the Condominium Project which would affect maintenance costs and concluding that there are no material differences. The percentage of value assigned to each Lot 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 the expenses of administration and the value of such Co-owner's vote at meetings of the Association of Co-owners. Accordingly, the percentage of value assigned to each of the 54 single family residential Lots shall be equal. The value of each Lot and the rights of the Co-owner thereof as it relates to the Parcels and the Development as a whole is as set forth in the Declaration of Easements and Restrictions and Bylaws. All Owners have equal voting rights and share equally in the Common Area maintenance expenses of the Development, except as otherwise specifically provided in the Development Documents.

Section 3. Modification of Lots and Common Elements By Developer. The size, location, nature, design or elevation of Lots and/or General or Limited Common Elements appurtenant or geographically proximate to any Lots, may be modified, revised or amended from time to time, in Developer's sole discretion, by amendment to this Master Deed effected solely by the Developer and its successors without the consent of any other person, so long as such modifications do not unreasonably impair or diminish the appearance of the Condominium Project, the view, privacy or other significant attribute or amenity of any Lot which adjoins or is proximate to the modified Lot or General or Limited Common Element. All of the Co-owners and mortgagees of Lots and other persons interested or to become interested in the Condominium Project from time to time shall be deemed to have unanimously consented to such amendment or amendments to this Master Deed to effectuate the foregoing. All such interested persons irrevocably appoint Developer or its successors and assigns 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 VII EASEMENTS

Section 1. Association Easements Over Lots. There shall be easements to and in favor of the Association, and its officers, directors, agents and designees, in, on and over all Lots and Common Elements in the Condominium Project, for access to the Lots and the exterior of each of the residential dwellings that are constructed within the Condominium Project to permit the maintenance, decoration, repair and replacement thereof in accordance with the terms of the Development Documents. The individual Co-owners are responsible for the maintenance, repair and replacement of all structural elements contained within their respective Lot boundaries, including driveways, and for lawn mowing and maintenance of landscaping. In the event that a Co-owner fails or neglects to maintain the exterior structural components of the Co-owner's Lot, including the driveway, in an aesthetic and/or harmonious manner in accordance with such standard as may from time to time be established by the Association in duly adopted regulations passed by the Board of Directors, or fails to mow the lawn or otherwise maintain the landscaping within the Lot boundaries, the Association shall be entitled to perform such maintenance to the Lot and/or landscaping and to assess the Co-owner the costs thereof and to collect such costs as part of the assessments against such Lot. There also shall exist easements in favor of the Association, and its officers, directors, agents and designees, in, on and over all Lots and Common Elements of the Condominium Project for access to and for maintenance of those Common Elements of the Condominium Project for which the Association may from time to time be responsible. The Association shall in no event be obligated to repair any dwelling or other improvement located within or appurtenant to a Lot as a Limited Common Element to the extent repair is necessitated on account of an occurrence with respect to which a Co-owner is required under the Development Documents to maintain insurance coverage, nor shall the Association be obligated to make any capital expenditures of any type whatsoever with respect to such dwellings or improvements or to perform any maintenance or repairs thereon.

Section 2. Easements For Utilities, Reservation of Right To Grant Easements For Utilities. By the recording of this Master Deed, perpetual utility easements, as depicted on Exhibit "B", are dedicated and created for the use of public utility companies for the benefit of the Condominium Project, the Development and the Owners of Parcels and Lots therein, for the construction, maintenance, and repair of such utilities, whether located above or below ground. Developer may grant easements for utilities over, under and across the Condominium Project to appropriate governmental bodies or public utility companies and transfer title of utilities to governmental bodies or to utility companies. Such easement or transfer of title shall be conveyed by Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and that shall be recorded in the Livingston County Records. All of the Co-owners and mortgagees of Lots and other persons interested or to become interested in the Condominium Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be made to effectuate the foregoing grant of easement or transfer of title.

Section 3. Grant of Easements By Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the First Annual Meeting), shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under, and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium Project and/or the Development as a whole; subject, however, to the approval of Developer so long as the Development and Sales Period has not expired.

Section 4. Association and Developer Easements For Maintenance, Repair and Replacement. Developer, the Association, and all public or private utilities including Hartland Township and other governmental entities to whom its rights are assigned shall have such easements over, under, across and through the Condominium Premises, including all Lots and Common Elements, as may be necessary to fulfill any responsibilities of construction, maintenance, repair, decoration, replacement or upkeep which they or any of them are required or permitted to perform under the Development Documents or to respond to any emergency or common need of the Development. Developer, the Association and the entities supplying utilities shall not be liable to the owner of any Lot or any other person, in trespass or in any other form of action, for the exercise of rights pursuant to the provisions of this Section or any other provision of the Development Documents which grant such easements, rights of entry or other means of access. All costs incurred by the Association or Developer in performing any responsibilities which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his installment of the annual assessment next falling due; further, the lien for non-payment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Development Documents for the collection of assessments including, without limitation, legal action and foreclosure of the lien securing payment.

Section 5. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to Developer's approval during the Development 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, utility agreements right-of-way agreements, access 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 and similar services (collectively "Telecommunications") to the Lots. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any Federal, State or local law or ordinance. Any and all sums paid by the Telecommunications or any other company or entity in connection with such service, including fees if any, for the privilege of installing same, or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Development and shall be paid over to and shall be the property of the Association.

Section 6. Easements For Storm Drainage. There shall exist easements over all Lots for purposes of providing storm water drainage, access and maintenance as designated on the Condominium Subdivision Plan. In order to provide assurances that the storm water drainage designed for the Condominium Premises shall remain unimpeded no Co-owner shall disturb the grade or otherwise modify the areas within such easements in any way. Each Co-owner shall, however, be solely responsible for installing, maintaining, repairing and replacing landscaping materials located within any open storm drainage easement areas lying within such Co-owner's Lot, except as the same may be necessitated by the actions of the Association or any public agency having jurisdiction, in which event the Association or the public agency, as the case may be, shall repair and/or replace any landscaping materials disturbed by their respective activities. The Association shall be responsible for the maintenance of the storm drainage system.

Section 7. Emergency Vehicle Access Easement. There shall exist for the benefit of Hartland Township or other emergency or public service agencies or authorities, an easement over the roadways located in the Condominium Project and throughout the Development for use by the emergency and/or service vehicles of such agencies. The easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services, school bus and mail or package delivery, and other lawful governmental, private emergency, or other reasonable and necessary services to the Condominium Project, the Development, and all Owners thereof. This grant of easement shall not be construed as a dedication of the roadways to the public.

Section 8. Private Roads. The private roads and related improvements as shown on the Site Plan attached hereto as Exhibit D, and/or as installed by the Developer or the Association shall be regularly maintained (including, without limitation, snow plowing), replaced, repaired and resurfaced as necessary by the Association. It is the Association's responsibility to inspect and to perform preventative maintenance on all roads located within the Development on a regular basis in order to maximize the roads useful life and to minimize repair and replacement costs. The roads shall be maintained by the Association in such manner as will allow unobstructed access throughout the Development. All repairs to the roadway surface, sub-base, potholes, subgrades, curb, gutter and storm drainage system shall conform to the Hartland Township private road standards and specifications for construction in effect at the time of such construction or repair. As an absolute

minimum standard, road snow plowing by the Association shall take place when accumulated snow measures 12 inches in depth and snow shall be plowed in such manner that unobstructed access throughout the Development is realized; provided, however, that this provision shall not preclude the Board of Directors of the Association, in its discretion, from establishing a more stringent standard for the plowing of snow.

Neither the Township nor the Livingston County Road Commission have responsibility for the maintenance and upkeep of the roads within the Development.

There shall exist for the benefit of Developer, the Association and all Owners, an easement for ingress and egress to and from public roadways surrounding the Development over the roads located within the Development. Co-owners using the roads shall refrain from prohibiting, restricting, limiting or in any manner interfering with normal ingress and egress and use by any of the other Owners. Normal ingress and egress and use shall include use by family, guests, invitees, vendors, tradesman, delivery persons, and others traveling to or returning from any of the properties and having a need to use the roads.

Section 9. Developer and Association Right to Dedicate a Public Right-of-Way. The Developer or the Association (upon expiration of the Development and Sales Period and acting through its lawfully constituted Board of Directors) shall be empowered to dedicate to the public the roads shown on the Condominium Subdivision Plan and all other roads located within the Development from time to time. Any such right-of-way dedication shall be evidenced by an appropriate amendment to the Development Documents, as applicable, recorded in the office of the Livingston County Register of Deeds. All of the Co-owners and mortgagees of Lots and other persons interested or to become interested in the Condominium Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of the Development Documents to effectuate the foregoing right-of-way dedication.

Section 10. Easements Reserved or Created in Declaration of Easements and Restrictions. The Condominium Project and each Lot therein shall be subject to all easements created or reserved in the Declaration of Easements and Restrictions.

Section 11. Termination of Easements. Developer reserves for itself and the Association the right to terminate and revoke any easement granted in this Master Deed at such time as the particular easement has become unnecessary. This may occur, by way of example but not limitation, when a water or sewer system or other utility easement is relocated to coordinate further and future development of the Condominium Project or the Development. No easement for a utility may be terminated or revoked unless and until all Lots served by it are adequately served by an appropriate substitute or replacement utility. Any termination or revocation of any such easement shall be effected by the recordation of an appropriate amendment to this Master Deed in accordance with the requirements of the Act.

**ARTICLE VIII
AMENDMENTS AND TERMINATION**

Except as otherwise expressly provided in this Master Deed or in the Act, the Condominium Project shall not be terminated, vacated, revoked or abandoned, nor may any of the provisions of this Master Deed or the Condominium Subdivision Plan attached hereto as Exhibit B be amended, except in accordance with the Act or as expressly set forth below. All other Development Documents may be amended as provided therein.

Section 1. Amendment Without Consent. Developer may unilaterally amend this Master Deed and/or Condominium Subdivision Plan as long as there are no other Co-owners. Once there are one or more Co-owners other than Developer, Developer may amend this Master Deed and/or the Condominium Subdivision Plan without the consent of any Co-owners or mortgagees for any purpose if the amendment does not materially alter the rights of any Co-owners or mortgagees in the Condominium Project. Developer hereby expressly reserves the right to amend this Master Deed and the Condominium Subdivision Plan for such a purpose. Examples of amendments which do not materially alter the rights of a Co-owner or mortgagee are amendments modifying the types and sizes of unsold Lots and their appurtenant Limited Common Elements, amendments showing minor variances and modifications to the Common Elements, correcting survey or other errors made, 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, Michigan State Housing Development Authority or by any other institutional participant in the secondary mortgage market which purchases or insures mortgages.

Section 2. Amendment With Consent. If the amendment will materially alter the rights of the Co-owners or mortgagees, the Master Deed and/or Condominium Subdivision Plan may be amended with the consent of 2/3 of the Owners and 2/3 of the mortgagees of record. For purposes of this provision, a mortgagee shall have one vote for each mortgage held.

Section 3. Modification of Lots or Limited Common Elements. No Lot dimension may be modified without the consent of the Co-owner and mortgagee of such Lot nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the Co-owner and mortgagee of any Lot to which the same are appurtenant.

Section 4. Mortgagee Consent. Whenever a proposed amendment would materially alter or change the rights of mortgagees generally, then such amendment shall require the approval of 2/3 of all mortgagees of record, allowing one vote for each mortgage held.

Section 5. Change In Percentage of Value. The value of the vote of any Co-owner and corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee nor shall the percentage

of value assigned to any Lot be modified without like consent, except as otherwise provided in the Development Documents.

Section 6. Termination, Vacation, Revocation and Abandonment. Developer may unilaterally terminate the Condominium Project (with the consent of any interested mortgagee), as long as there are no other Co-owners. Once there are Co-owners other than Developer, the Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of Developer and at least 80% of the non-Developer Co-owners and as otherwise allowed by law.

Section 7. Developer Approval. Article VII and this Article VIII 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 Developer continues to offer any Lot in the Condominium Project for sale or for so long as there remains, under such provisions, any further possibility of construction of residential Lots on the Condominium Premises. During the time period referenced in the preceding sentence, no other portion of this Master Deed, nor the Bylaws attached hereto as Exhibit "A", nor the Subdivision Plan attached hereto as Exhibit "B" may be amended in any manner so as to materially affect and/or impair the rights of Developer, unless said amendment has received the prior written consent of Developer.

Section 8. Notice. Co-owners and mortgagees of record shall be notified in writing of proposed amendments not less than 10 days before the amendment is recorded.

Section 9. Recording. An amendment to this Master Deed shall not be effective until the amendment is recorded in the office of the Livingston County Register of Deeds. A copy of the recorded amendment shall be delivered to each Co-owner.

Section 10. Costs and Expenses of Amendment. A person causing or requesting an amendment to the Master Deed, Condominium Subdivision Plan or any of the other Development Documents shall be responsible for costs and expenses of the amendment, except for amendments based upon a vote of a prescribed majority of Owners, the cost of which shall be deemed expenses of administration to be paid by the Association.

ARTICLE IX DEVELOPER'S RIGHT TO USE FACILITIES

Developer, its agents, representatives, employees, successors and assigns may, at all times during the Development and Sales Period, maintain offices, model homes, parking, storage areas and other facilities within the Development and engage in such other acts as it deems necessary to facilitate the development and sale of Parcels and Lots within the Development. Developer shall have such access to, from and over the Condominium Project as may be reasonable to enable the development and sale of Parcels and Lots in the Development. In connection therewith, Developer shall have full and free access to all Common Areas and unsold Parcel and Lots.

**ARTICLE X
DEVELOPER'S ASSIGNMENT OF RIGHTS**

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

**ARTICLE XI
GOVERNING LAW**

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

**ARTICLE XII
HARTLAND TOWNSHIP APPROVAL**

In the event of any conflict between any provision of this Master Deed, or any other Condominium or Development Documents, and any provision of Michigan law or Hartland Township ordinance, the provision of law or ordinance shall take precedence and control. Neither the review, approval and/or acceptance of this Master Deed or other Condominium or Development Documents by Hartland Township nor anything contained within this Master Deed or other Condominium or Development Documents shall be interpreted or construed in any way as constituting a variance from or approval by Hartland Township of any violation of any provision of Michigan law or Hartland Township ordinance. Specifically, neither Hartland Township's approval of this Master Deed nor any other Condominium or Development Documents shall be interpreted or construed as approval for any future use, development, construction or improvement (including, but not limited to any equestrian facility) planned or contemplated by the Developer for the property described in Article II hereof. Any amendment of this Master Deed or other Condominium or Development Documents relating to any matter which is subject to the provisions of any Hartland Township ordinance shall require the approval of Hartland Township. In the event that there is any withdrawal of any part of the land described in Article II from the Condominium Project or any modification of the size or location of any Lot or any Limited Common Element, or any other modification of the Condominium Project or any portion of it which is not strictly in accordance with the site plan approved by Hartland Township, the same shall require review and approval of an amended site plan pursuant to the applicable provisions of Hartland Township's zoning, or other, ordinances in effect at that time.

**ARTICLE XIII
CONFLICTING PROVISIONS OF DEVELOPMENT DOCUMENTS**

In the event of any conflict between the provisions of any one or more of the Development Documents, the following order of priority shall prevail, and the provisions of the Development Document having the highest priority shall govern:

1. The Declaration of Easements and Restrictions;
2. The Master Deed, but only as it applies to the Site Condominium Phase of the Development;
3. The Articles of Incorporation of the Association;
4. The Bylaws; and
5. The Rules and Regulations of the Association.

The foregoing order of priority notwithstanding, if a provision in question contained in a Development Document of lower priority is more specific, exhaustive or restrictive, than the conflicting provision contained in the Development Document of higher priority, the more specific, exhaustive or restrictive provision shall have priority with respect to the matter in question.

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

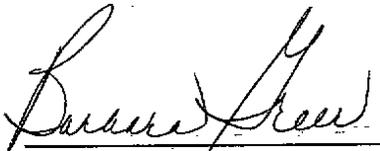
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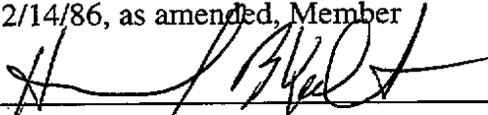
DEVELOPER:

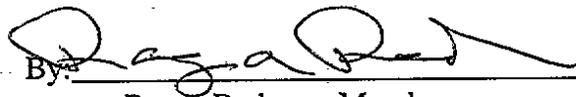
Hartland Associates I, L.L.C., a
Michigan limited liability company


MICHAEL KUSALA.

By: 
Daniel F. McGuire, Trustee of the Daniel F. McGuire Revocable Living Trust dated 2/14/86, as amended, Member


BARBARA GREER

By: 
Harold B. Kalt, Member

By: 
Roger Redman, Member

STATE OF MICHIGAN)
) SS
COUNTY OF Livingston)

The foregoing instrument was acknowledged before me this 11th day of October, 2000, by Daniel F. McGuire, Trustee of the Daniel F. McGuire Revocable Living Trust dated 2/14/86, as amended, Harold B. Kalt, and Roger Redman, Members of Hartland Associates I, L.L.C., a Michigan limited liability company, on behalf of the company.

Kelly J. Kuzma
Kelly J. Kuzma, Notary Public
Livingston County, Michigan
My commission expires: 11-2-2000

KELLY J. KUZMA
NOTARY PUBLIC - LIVINGSTON COUNTY, MI
MY COMMISSION EXP. 11/02/2000

EXHIBIT A**BYLAWS OF FOLDENAUER FARMS****ARTICLE I
ASSOCIATION OF OWNERS**

Foldenauer Farms is a residential development located in Hartland Township, Livingston County, Michigan, herein after called the "Development". It is comprised of two Phases, one known as Foldenauer Farms Site Condominium (also known as the "Site Condominium Phase") and the other known as the "Split Parcel Phase". The Development will be administered by an Association of Owners, organized under the laws of the State of Michigan as a nonprofit corporation, hereinafter called the "Association". The Association shall be responsible for the management, maintenance, operation and administration of the Common Area, easements and the affairs of the Development in accordance with the Development Documents and the laws of the State of Michigan. These Bylaws will constitute the Bylaws referred to in the Master Deed relating to the Site Condominium Phase and required by Sections 3(8), 8 and 53 of the Michigan Condominium Act, Act 59 of the Public Acts of 1978, as amended (the "Act"), the Bylaws provided for under the Michigan Nonprofit Corporation Act, and the Bylaws referred to in the Declaration of Easements and Restrictions recorded August 2, 1999 in Liber 2629 Page 0718, Livingston County Records, as amended by First Amendment to Declaration of Easements and Restrictions dated OCTOBER 11, 2000, recorded 10-18, 2000 in Liber 2844 Page 498, Livingston County Records. Each Owner of a Parcel or Lot in the Development, including Developer, will be a member of the Association and no other person or entity will be entitled to membership. The share of an Owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Lot or Parcel. An Owner selling a Lot or Parcel will not be entitled to any refund whatsoever from the Association with respect to any reserve or other asset of the Association. The Association will keep current copies of the Development Documents, and all amendments thereto, available at reasonable hours to Owners, prospective purchasers and prospective mortgagees of Parcels or Lots in the Development. All Owners in the Development and all persons using or entering upon or acquiring any interest in any Parcel or Lot therein or the Common Area thereof will be subject to the provisions and terms set forth in the Development Documents, to the extent that the terms of such Development Documents apply to the Phase in which such Owners' Parcels or Lots are located.

**ARTICLE II
VOTING**

Section 1. **Vote.** The Association will have two classes of voting membership. Class I Members will consist of all Owners of Parcels within the Split Parcel Phase of the Development, and Class II Members will consist of all Owners of Lots within the Site Condominium Phase of the Development. All Owners of Parcels or Lots will have one vote for each Parcel or Lot owned. When more than one person or entity is the Owner of a Parcel or Lot, all such persons or entities will be members. The vote for such Parcel or Lot will be exercised as they among themselves determine, but in no event will more than one vote be cast with respect to any Parcel or Lot. Both Class I Members and Class II Members will have the right to vote on all matters which affect the

Development as a whole. In the event that any matter to be voted upon impacts only one Phase of the Development and does not adversely affect the nature or quality of the other Phase or in any manner limit the rights or increase the obligations of the Owners of the other Phase, then the Class of Members of the affected Phase will have the exclusive right to vote upon such matter. All Members shall be notified in writing of any proposed action to be taken solely by one Class of Members and will have the right to attend the meeting at which such action is to be taken to express any concerns that they may have. Notwithstanding the number of affirmative votes cast by the Class I Members, no motion may be passed and no action may be taken relative to the Condominium Phase of the Development, without the affirmative vote of at least 51% of the Class II Members qualified to vote and present in person or by proxy. Notwithstanding the number of affirmative votes cast by the Class II Members, no motion may be passed and no action may be taken relative to the Split Parcel Phase of the Development, without the affirmative vote of at 51% of the Class I Members qualified to vote and present in person or by proxy.

Section 2. Eligibility to Vote. No Owner, other than Developer, will be entitled to vote at any meeting of the Association until he has presented a deed or other evidence of ownership of a Parcel or Lot to the Association. No Owner, other than Developer, will be entitled to vote prior to the First Annual Meeting of members held in accordance with Article III, Section 2 of these Bylaws, except as specifically provided in Article III, Section 2. The vote of each Owner may be cast only by the individual representative designated by such Owner in the notice required in Section 3 of this Article II or by a proxy given by such individual representative. Developer will be the only person entitled to vote at a meeting of the Association until the First Annual Meeting of members and will be entitled to vote during such period notwithstanding the fact that Developer may own no Parcels or Lots at a given time or from time to time during such period. At and after the First Annual Meeting, Developer will be entitled to vote for each Parcel or Lot which it owns. Until such time as the Site Condominium Phase of the Development is divided into Lots, Developer shall be entitled to 48 votes relating thereto. After such division occurs, all Owners of Lots therein, including Developer, will have one vote for each Lot owned. In addition, so long as Developer either has the right to construct, or has constructed and is the owner of the Equestrian Facility, Developer will have one vote with respect thereto and will be deemed to be both a Class I Member and a Class II Member of the Association, notwithstanding the fact that Developer may no longer own either a Parcel or Lot. Until such time as the Site Condominium Phase of the Development is divided into Lots, Harold J. Foldenauer and Margaret Mary Foldenauer, his wife, and their heirs, personal representatives, successors and assigns (collectively the "Foldenauers"), as Owners of a portion of the property located in the Site Condominium Phase of the Development, shall be entitled to 6 votes relating thereto, as provided in the Declaration of Easements and Restrictions. After such land is divided, the Foldenauers, will have one vote for each Lot owned.

Section 3. Designation of Voting Representative. Each Owner shall file a written notice with the Association designating the individual representative who will vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Owner. Such notice shall state the name, address and telephone number of the individual representative designated, the number or numbers of the Parcels or Lots owned by the Owner, and the name, address and telephone number of each person, firm, corporation, partnership, association,

trust, or other entity who is the Owner. The individual representative designated may be changed by the Owner at any time by filing a new notice in the manner provided in this Section.

Section 4. Quorum. The presence in person or by proxy of 51% percent of the Owners qualified to vote will constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically provided herein to require a greater quorum. The written absentee ballot of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy will be counted in determining the presence of a quorum with respect to the question upon which the ballot is cast.

Section 5. Voting. Votes may be cast in person or by proxy or by a written absentee ballot duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any absentee ballots 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 will not be permitted.

Section 6. Majority. A majority, except where otherwise provided herein, will consist of more than 50% percent of those qualified to vote and present in person or by proxy (or absentee ballot, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, the requisite affirmative vote may be required to exceed the simple majority herein above set forth and may require a designated percentage of all Owners.

ARTICLE III MEETINGS

Section 1. Place of Meeting. Meetings of the Association will be held at the principal office of the Association or at such other suitable place convenient to the Owners as may be designated by the Board of Directors. Meetings of the Association will be conducted in accordance with Roberts Rules of Order, or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Development Documents or the laws of the State of Michigan.

Section 2. First Annual Meeting. The First Annual Meeting of members of the Association may be convened only by Developer and shall be called within 120 days after conveyance of legal or equitable title to non Developer Owners of 75% of the combined total number of Parcels and Lots that may be created and are available for sale within the Development, or within 54 months after the date following the first conveyance of legal or equitable title to an Owner of either a Parcel or Lot, whichever occurs first. Developer may call meetings of members for informative or other appropriate purposes (including but not limited to the election of directors in accordance with Article V, Section 2(b) of these Bylaws), prior to the First Annual Meeting of members and no such meeting will be construed as the First Annual Meeting of members. The date, time and place of such meeting will be set by the Board of Directors, and at least 10 days' written notice thereof will be given to each Owner. For purposes of this Section, Parcels or Lots held by a builder, general contractor, or other person or entity who is constructing improvements on such Parcel or Lot for resale, shall not be deemed to have been conveyed to a non Developer Owner and shall be excluded from the calculation of the total number of Parcels and Lots sold at any given time.

Section 3. Annual Meetings. Annual Meetings of members of the Association will be held in the month of June each succeeding year after the year in which the First Annual Meeting is held, on such date and at such time and place as determined by the Board of Directors; provided, however, that the second annual meeting will not be held sooner than 8 months after the date of the First Annual Meeting. At such meetings there will be elected by ballot of the Owners a Board of Directors in accordance with the requirements of Article V of these Bylaws. The Owners may also transact at annual meetings such other business of the Association as may properly come before them.

Section 4. Special Meetings. It will be the duty of the President to call a special meeting of the Owners as directed by resolution of the Board of Directors. The President will also call a special meeting upon a petition signed by 1/3 of the Owners presented to the Secretary of the Association, but only after the First Annual Meeting has been held. Notice of any special meeting will state the time and place of such meeting and the purposes thereof. No business will be transacted at a special meeting except as stated in the notice.

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

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

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

Section 8. Action Without Meeting. Any action which, may be taken at a meeting of the members (except for the election or removal of directors) may be taken without a meeting by written ballot of the members. Ballots will be solicited in the same manner as provided in Section 5 above for the giving of notice of meetings of members. Such solicitation will specify: (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot will afford an opportunity to specify a choice between approval and

disapproval of each matter and will provide that, where the member specifies a choice, the vote will be cast in accordance therewith. Approval by written ballot will be constituted by receipt within the time period specified in the solicitation of: (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

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

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

Section 11. Parcels and Lots that May be Created. The phrase "Parcels and Lots that may be created" as used in these Bylaws and elsewhere in the Development Documents refers to the maximum number of Parcels and Lots which Developer has the right to create within the Development pursuant to the terms of the Development Documents.

ARTICLE IV ADVISORY COMMITTEE

Upon the first to occur of either: (a) one year after conveyance of legal or equitable title to the first Parcel or Lot in the Development to a purchaser, or (b) within 120 days after conveyance to purchasers of 2/3 of the Parcels or 1/3 of the Lots that may be created, whichever first occurs, Developer will cause to be established an Advisory Committee consisting of at least 2 non Developer Owners. The Committee will be established and perpetuated in any manner Developer deems advisable, except that if more than 50% percent of the non Developer Owners petition the Board of Directors for an election to select the Advisory Committee, then an election for such purpose will be held. The purpose of the Advisory Committee will be to facilitate communications between the temporary Board of Directors and the other Owners and to aid in the transition of control of the Association from Developer to purchaser Owners. A chairman of the Committee will be selected by the members. The Advisory Committee will cease to exist automatically when the non Developer Owners have the voting strength to elect a majority of the Board of Directors of the Association. Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected thereto by the Owners.

**ARTICLE V
BOARD OF DIRECTORS**

Section 1. Qualification of Directors. The affairs of the Association will be governed by a Board of Directors, all of whom must be members in good standing of the Association or officers, partners, trustees, employees or agents of members of the Association, except for the first Board of Directors designated in the Articles of Incorporation of the Association and any successors thereto appointed by Developer. Directors will serve without compensation.

Section 2. Election of Directors.

(a) **First Board of Directors.** The first Board of Directors will consist of one person and such first Board of Directors, or its successors as selected by Developer, will manage the affairs of the Association until the appointment of the first non Developer Owner to the Board. Immediately prior to the appointment of the first non Developer Owner to the Board, the Board will be increased in size to 5 persons. Thereafter, elections for non Developer Owner directors will be held as provided in subsection (b) and (c) below. The directors will hold office until their successors are elected and qualified.

(b) **Appointment of Non Developer Owners To Board Prior to First Annual Meeting.** Not later than 120 days after the conveyance of legal or equitable title to non Developer Owners of 25% in number of the combined total of Parcels and Lots that may be created, at least one director but not less than 25% of the Board of Directors shall be elected by non Developer Owners. Not later than 120 days after conveyance of legal or equitable title to non Developer Owners of 50% in number of the combined total of Parcels and Lots that may be created, 33 1/3% of the directors shall be elected by non Developer Owners. When the required number of conveyances has been reached, Developer will notify the non Developer Owners and request that they hold a meeting and elect the required director or directors, as the case may be. Upon certification by the Owners to Developer of the director or directors so elected, Developer will then immediately appoint such director or directors to the Board to serve until the First Annual Meeting of members unless he is removed pursuant to Section 7 of this Article or he resigns or becomes incapacitated.

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

i. Not later than 120 days after conveyance of legal or equitable title to non Developer Owners of 75% percent of the combined total of Parcels and Lots that may be created, the non Developer Owners shall elect all directors on the Board, except that Developer will have the right to designate one director as long as Developer owns at least 10% percent of the Lots in the Condominium Phase of the Development, or any Parcel in the Split Parcel Phase of the Development, or has the right to construct, or has constructed and is the owner of the Equestrian Facility. Whenever the required conveyance level is achieved, a meeting of Owners will be properly convened to effectuate this provision, even if the First Annual Meeting has already occurred.

ii. Regardless of the percentage of combined Parcels and Lots which have been conveyed, upon the expiration of 54 months after the first conveyance of legal or equitable title to the first non Developer Owner of a Parcel or a Lot in the Development, the non Developer Owners shall have the right to elect a number of members of the Board of Directors equal to the percentage of Parcels and Lots they own, and Developer shall have the right to elect a number of members of the Board of Directors equal to the percentage of Parcels and Lots which are owned by Developer and for which all assessments are payable by Developer. Developer's rights in the Equestrian Facility shall be considered the equivalent of ownership of one Lot. This election may increase, but will not reduce, the minimum election and designation rights otherwise established in subsection (c)i. above. Application of this subsection shall in no event 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 Owners have the right to elect under subsection (c)ii., or if the product of the number of the members of the Board of Directors multiplied by the percentage of Parcels and Lots held by the non Developer Owners under subsection (b), results in a right of non Developer Owners to elect a fractional number of members of the Board of Directors, than a fractional election right of .5 or greater will be rounded up to the nearest whole number, which number will be the number of members of the Board of Directors that the non Developer Owners have the right to elect. After application of this formula, Developer will have the right to elect the remaining members of the Board of Directors. Application of this subsection will not eliminate the right of Developer to designate one director as provided in subsection (c)i.

iv. At the First Annual Meeting, 5 directors will be elected for a term of one year. At such meeting, all nominees will stand for election as one slate and the 5 persons receiving the highest number of votes will be elected. At each annual meeting held thereafter, 5 directors will be elected to hold office until the next annual meeting or until their successors have been elected and qualified.

v. Once the Owners have acquired the right hereunder to elect a majority of the Board of Directors, annual meetings of Owners to elect directors and conduct other business will be held in accordance with the provisions of Article III, Section 3 of these Bylaws.

(d) For purposes of this Section, Parcels or Lots held by a builder, general contractor, or other person or entity who is constructing improvements on such Parcel or Lot for resale, shall not be deemed to have been conveyed to a non Developer Owner and shall be excluded from the calculation of the total number of Parcels and Lots sold at any given time.

Section 3. Powers and Duties. The Board of Directors will 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 Development Documents, or the laws of the state of Michigan, or required thereby to be exercised and done by the Owners.

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

- (a) To manage and to administer the affairs of, and to maintain the Common Area.
- (b) To levy and collect assessments against and from the members of the Association and to use the proceeds thereof for the purposes of the Association.
- (c) To carry insurance and to collect and to allocate the proceeds thereof.
- (d) To rebuild improvements after casualty.
- (e) To contract for and employ persons, firms, corporations, or other agents to assist in the management, operation, maintenance and administration of the Common Area.
- (f) To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Parcel or Lot in the Development and easements, rights of way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.
- (g) To grant easements, rights of entry, rights of way, and licenses to, through, over, and with respect to the Common Area on behalf of the members of the Association in furtherance of any of the purposes of the Association and to dedicate to the public any portion of the Common Area subject to the provisions of the Development Documents.
- (h) To borrow money and issue evidences of indebtedness in furtherance of any and 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 will be approved by affirmative vote of more than 50% percent of all of the Owners.
- (i) To make and enforce rules and regulations in accordance with the Development Documents and to make and enforce resolutions and policies in furtherance of any or all of the purposes of the Development, the Association and/or the Development Documents.
- (j) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Common Area and to delegate to such committees any functions or responsibilities which are not by law or by the Development Documents required to be performed by the Board of Directors.
- (k) To make rules and regulations and/or to enter into agreements with institutional lenders, the purposes of which are to obtain mortgage financing for Parcel or Lot Owners acceptable for purchase by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association and/or any other agency of the Federal

government or the State of Michigan or to satisfy the requirements of the United States Department of Housing and Urban Development.

(1) To enforce the provisions of the Development Documents, and to sue on behalf of the Association or the Owners, and to assert, defend, or settle claims on behalf of all Owners with respect to the Common Area.

(m) In general, to enter into any kind of activity, to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement and operation of the Development and to the accomplishment of any of the purposes set forth in the Development Documents, and with all powers conferred upon nonprofit corporations by the laws of the State of Michigan.

Section 5. Management Agent. The Board of Directors may employ for the Association a professional management agent, which may include Developer or any person or entity related thereto, at a reasonable compensation established by the Board, to perform such duties and services as the Board will authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Development Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event will the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by Developer, sponsor or builder, in which the maximum term is greater than 3 years or which is not terminable by the Association upon 90 days written notice thereof to the other party, and no such contract will violate the provisions of Section 55 of the Act.

Section 6. Vacancies. Vacancies in the Board of Directors which occur after the Transitional Control Date caused by any reason other than the removal of a director by a vote of the members of the Association will be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum, except that Developer will be solely entitled to fill the vacancy of any director whom it is permitted in the first instance to designate. Vacancies in non Developer Owner elected directors which occur prior to the Transitional Control Date may be filled only through election by non Developer Owners and will be filled in the manner specified in Section 2(b) of this Article. "Transitional Control Date" shall mean the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Owners unaffiliated with Developer exceed the votes which may be cast by Developer.

Section 7. Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the directors elected by the non Developer Owners may be removed with or without cause by the affirmative vote of more than 50% percent of all of the Owners qualified to vote and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the Owners will be given an opportunity to be heard at the meeting. Developer may remove and replace any or all of the directors appointed by it at any time or from time to time in its sole discretion. Any

director elected by the non Developer Owners to serve before the First Annual Meeting of members may be removed before the First Annual Meeting by the non Developer Owners in the same manner set forth in this Section for removal of directors generally.

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

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as will be determined from time-to-time by a majority of the Board of Directors, but at least 2 such meetings will be held during each fiscal year. Notice of regular meetings of the Board of Directors will be given to each director, personally, by mail, telephone, telegraph, or telefax, at least 10 days prior to the date named for such meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President upon 3 days' notice to each director, given personally, by mail, telephone, telegraph, or telefax, which notice will state the time, place and purpose of the meeting. Special meetings of the Board of Directors will be called by the President or Secretary in like manner and on like notice on the written request of 2 directors.

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

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

Section 13. Closing of Board of Directors' Meetings To Members; Privileged Minutes. The Board of Directors, in its discretion, may close a portion or all of any meeting of the Board of Directors to the members of the Association or may permit members of the Association to attend a portion or all of any meeting of the Board of Directors. Any member of the Association will have the right to inspect, and make copies of, the minutes of the meetings of the Board of Directors; provided, however, that no member of the Association will be entitled to review or copy any minutes

of meetings of the Board of Directors to the extent that said minutes reference privileged communications between the Board of Directors and counsel for the Association, or any other matter to which a privilege against disclosure pertains under Michigan Statute, common law, the Michigan Rules of Evidence, or the Michigan Court Rules.

Section 14. Action By Written Consent. Any action permitted to be taken by the Board of Directors at a meeting of the Board will be valid if consented to in writing by the requisite majority of the Board of Directors.

Section 15. Actions of First Board of Directors Binding. All of the actions (including, without limitation, the adoption of these Bylaws and any rules and regulations, policies or resolutions for the Association, and any undertakings or contracts entered into with others on behalf of the Association) of the First Board of Directors of the Association named in its Articles of Incorporation or any successors thereto appointed by Developer before the First Annual Meeting of members will be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the members of the Association at the First Annual Meeting of members or at any subsequent annual meeting of members, provided that such actions are within the scope of the powers and duties which may be exercised by any Board of Directors as provided in the Development Documents.

Section 16. Fidelity Bonds. The Board of Directors will require that all officers and employees of the Association handling or responsible for Association funds will furnish adequate fidelity bonds. The premiums on such bonds will be expenses of administration.

ARTICLE VI OFFICERS

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

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

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

Section 4. **President.** The President will be the chief executive officer of the Association. The President will preside and may vote at all meetings of the Association and of the Board of Directors. The President will have all of the general powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint committees from among the members of the Association from time-to-time as the President may in the President's discretion deem appropriate to assist in the conduct of the affairs of the Association.

Section 5. **Vice-President.** The Vice-President shall take the place of the President and perform the President's duties whenever the President will be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board of Directors will appoint some other member of the Board to do so on an interim basis. The Vice-President will also perform such other duties as will from time-to-time be imposed upon the Vice President by the Board of Directors.

Section 6. **Secretary.** The Secretary will keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; the Secretary will have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; the Secretary will, in general, perform all duties incident to the office of the Secretary.

Section 7. **Treasurer.** The Treasurer will have responsibility for the Association funds and securities and will be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer will be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time-to-time, be designated by the Board of Directors.

Section 8. **Duties.** The officers will have such other duties, powers and responsibilities as will, from time-to-time, be authorized by the Board of Directors.

ARTICLE VII ASSESSMENTS

All expenses arising from the management, administration and operation of the Association in pursuance of its authorizations and responsibilities as set forth in the Development Documents and the Act will be levied by the Association against the Lots and Parcels and the Owners thereof in accordance with the following provisions:

Section 1. **Assessments for Common Area.** All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Area or the administration of the Development will constitute expenditures affecting the administration of the Development, and all sums received as the proceeds of, or pursuant to, a policy of insurance securing the interest of the Owners against liabilities or losses arising within, caused by, or connected with the Common Area or the administration of the Development will constitute receipts affecting the administration of the Development.

Section 2. Determination of Assessments. Assessments will be determined in accordance with the following provisions:

(a) **Budget.** The Board of Directors of the Association will establish an annual budget in advance for each fiscal year and such budget will project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Development, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those portions of the Common Area that must be replaced on a periodic basis will be established in the budget and must be funded by regular periodic payments as set forth in Section 3 below, rather than by special assessments. At a minimum, the reserve fund will be equal to 10% of the Association's current annual budget on a non-cumulative basis. Since the minimum standard required by this Section may prove to be inadequate for this particular project, the Association should carefully analyze the Development to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. Upon adoption of an annual budget by the Board of Directors, copies of said budget will be delivered to each Owner and the assessment for said year will be established based upon said budget. Failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year will not constitute a waiver or release in any manner of an Owner's obligation to pay his allocable share of the common expenses whenever the same will be determined. In the absence of any annual budget or adjusted budget, each Owner will continue to pay each periodic installment at the periodic rate established for the previous fiscal year until notified of the new periodic payment, which notice shall be given not more than 10 days after such new annual or adjusted budget is adopted. Should the Board of Directors at any time determine, in its sole discretion: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation, management, maintenance and capital repair of the Development, (2) to provide replacements of existing Common Area, (3) to provide additions to the Common Area not exceeding \$1,500.00, in the aggregate, annually for the entire Development, or (4) in the event of emergencies, the Board of Directors will have the authority to increase the general assessment or to levy such additional or special assessment or assessments without Owner approval, as it shall deem necessary. The Board of Directors will also have the authority, without Owner consent, to levy assessments pursuant to the provisions of Article V, Section 3 hereof. The discretionary authority of the Board of Directors to levy assessments pursuant to this subsection will rest solely with the Board of Directors for the benefit of the Association and the members thereof, and will not be enforceable by any creditors of the Association or the members thereof.

(b) **Special Assessments.** Special assessments, in addition to those referenced in subsection (a) of this Section 2, may be made by the Board of Directors from time to time and approved by the Owners as hereinafter provided, to meet other needs or requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Area of an aggregate cost exceeding \$1,500.00 per year, (2) assessments to purchase a Lot or Parcel upon foreclosure of the lien for assessments described in Section 5 hereof, or (3) assessments for any other appropriate purpose not described elsewhere herein. Special assessments referred to in this subsection (b) (but not including those assessments referred to in subsection 2(a) above which may be levied in the sole discretion of the Board of Directors) will not be levied without the prior

approval of 2/3 of all Owners. The authority of the Board of Directors to levy assessments pursuant to this subsection is solely for the benefit of the Association and the members thereof and will not be enforceable by any creditors of the Association or the members thereof.

Section 3. Apportionment of Assessments; Default in Payment. Unless otherwise provided herein, all assessments levied against the Owners to cover expenses of administration will be apportioned among and paid by the Owners in accordance with the provisions of Article VI of the Declaration of Easements and Restrictions. Assessments shall be fixed at a uniform rate for all Parcels and at a uniform rate for all Lots. Assessments for Parcels may differ from that for Lots if the expenses of administration for one Phase of the Development differs from the other. In addition, any unusual expenses of administration which benefit less than all of the Parcels or Lots in the Development or which benefit only the Owners of one Phase or the other may be specially assessed against the Parcels or Lots so benefitted and may be allocated to the benefitted Parcels or Lots on a pro rata basis. Annual assessments as determined in accordance with Article VII, Section 2(a) above will be payable by the Owners in a single payment due in full on May 1 of each year, commencing with acceptance of a Deed to, or a land contract purchaser's interest in, a Parcel or Lot, or with the acquisition of fee simple title to a Parcel or Lot by any other means. The payment of an assessment will be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. A late charge in the amount of \$10.00 per month (or such other amount as may be determined by the Board of Directors effective upon 15 days prior written notice to the members of the Association) will be assessed automatically by the Association upon any assessment in default until paid in full. Such late charge will not be deemed to be a penalty or interest upon the funds due to the Association but is intended to constitute a reasonable estimate of the administrative costs and other damages incurred by the Association in connection with the late payment of assessments. Assessments in default will bear interest at the rate of 7% percent per annum or such higher rate as may be allowed by law until paid in full. Each Owner (whether one or more persons) will be, and remain, personally liable for the payment of all assessments (including late charges, interest, and costs of collection and enforcement of payment) pertinent to his Parcel or Lot which may be levied while such Owner is the owner thereof. In addition to an Owner who is also a land contract seller, the land contract purchaser will be personally liable for the payment of all assessments (including late charges, interest, and costs of collection and enforcement of payment) pertinent to the subject Parcel or Lot which are levied up to and including the date upon which the land contract seller actually takes possession of the Parcel or Lot following extinguishment of all rights of the land contract purchaser in the Parcel or Lot. Payments on account of installments of assessments in default will be applied first, to costs of collection and enforcement of payment, including reasonable attorney's fees; second to any interest or late charges on such installments; and third and finally to installments in default in order of their due dates, earliest to latest.

Section 4. Waiver of Use or Abandonment of Parcel or Lot; Uncompleted Repair Work. No Owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of the Common Area, or by the abandonment of his Parcel or Lot, or because of uncompleted repair work, or the failure of the Association to provide service to the Development.

Section 5. Enforcement.

(a) **Remedies.** The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. The Association also may discontinue the furnishing of any services to an Owner in default upon 7 days prior written notice to such Owner of its intention to do so. An Owner in default will not be entitled to utilize any of the Common Area of the Development, will not be entitled to vote at any meeting of the Association, and will not be entitled to run for election as a director or be appointed as an officer of the Association so long as such default continues; provided, however, this provision will not operate to deprive any Owner of ingress or egress to and from his Parcel or Lot. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Parcel or Lot from the Owner thereof or any persons claiming under him. No Owner may assert in answer or set-off to a complaint brought by the Association for nonpayment of assessments the fact that the Association or its agents have not provided services or management to the Development and/or to the Owner. The Association may also assess fines for late payment or non-payment of assessments in accordance with the provisions of these Bylaws. All of these remedies shall be cumulative and not alternative.

(b) **Foreclosure Proceedings.** Each Owner, and every other person who from time to time has any interest in the Development, will be deemed to have granted to the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Owner and every other person who from time to time has any interest in the Development, will be deemed to have authorized and empowered the Association to sell or to cause to be sold the Parcel or Lot 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. The Association, acting on behalf of all Owners, may bid in at the foreclosure sale, and acquire, hold, lease, mortgage or convey the Parcel or Lot. Each Owner of a Parcel or Lot in the Development acknowledges that at the time of acquiring title to such Parcel or Lot, he was notified of the provisions of this Section and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Parcel or Lot.

(c) **Notice of Action.** Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment will be commenced, nor will any notice of foreclosure by advertisement be published, until the expiration of 10 days after mailing, by first class mail, postage prepaid, addressed to the delinquent Owner(s) at his or their last known address of a written notice that one or more installments of the annual assessment and/or a portion or all of a special assessment levied against the pertinent Parcel or Lot is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within 10 days after the date of mailing. Such written notice will 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 Parcel(s) or Lot(s), and (v) the name(s) of the Owner(s) of record. Such Affidavit will be recorded in the office of the Livingston County Register of Deeds prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the 10 day period, the Association may take such remedial action as may be available to it under the Development Documents or Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association will so notify the Owner and will inform the Owner that he may request a judicial hearing by bringing suit against the Association.

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

Section 6. Liability of Mortgagee. Notwithstanding any other provisions of the Development Documents to the contrary, the holder of any first mortgage covering any Parcel or Lot which comes into possession of the Parcel or Lot pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, will take the property free of any claims for unpaid assessments or charges against the mortgaged Parcel or Lot which accrue prior to the time such holder comes into possession of the Parcel or Lot (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Parcels or Lots including the mortgaged Parcel or Lot).

Section 7. Developer's Responsibility for Assessments. Developer, although a member of the Association, will not be responsible at any time for payment of the Association assessments, except with respect to completed and occupied Parcels or Lots that it owns. A completed Parcel or Lot is one with respect to which a Certificate of Occupancy has been issued by Hartland Township, or its designee. Certificates of Occupancy may be obtained by Developer at such times prior to actual occupancy as Developer, in its discretion, may determine. An occupied Parcel or Lot is one which is occupied as a Home. Developer will independently pay all direct costs of maintaining completed Parcels or Lots for which it is not required to pay Association assessments and will not be responsible for any payments whatsoever to the Association in connection with such Parcels or Lots. Developer will not be responsible at any time for payment of assessments or payment of any expenses whatsoever with respect to vacant Parcels or Lots owned by Developer and offered for sale. Developer will, in no event, be liable for any assessment levied in whole or in part to purchase any Parcel or Lot from Developer or to finance any litigation or other claims against Developer, its directors, officers, principals, affiliates and/or the first Board of Directors of the Association or any directors of the Association appointed by Developer, or any cost of investigating and preparing such litigation or claim or any similar or related costs.

Section 8. Property Taxes and Special Assessments. After the year in which the Development is established, all special assessments and property taxes shall be assessed against the

individual Parcels and Lots and not against the total property of the Development or any part of it. Taxes and special assessments which have become a lien against the property of the Development in the year of establishment shall be expenses of administration and shall be assessed against the Parcels and Lots on a pro rata basis. Assessments for subsequent improvements to a specific Parcel or Lot shall be assessed to that Parcel or Lot only. Each Parcel and Lot shall be treated as a separate, single parcel of real property for purposes of property taxes and special assessments and shall not be combined with any other Parcels or Lots. No assessment of a fraction of any Parcel or Lot or a combination of any Parcel or Lot with any other Parcel or Lot or fractions thereof, shall be made, nor shall any division or split of an assessment or tax on a single Parcel or Lot be made, notwithstanding separate or common ownership thereof.

Section 9. Water and Sewer Assessments. The individual Owners will be responsible for the water and/or sewer assessments, if any, hereafter levied by any governmental authority against their respective Parcels or Lots.

Section 10. Real and Personal Property Tax Assessment of Association Property. The Association will be assessed as the person or entity in possession of any real property or tangible personal property of the Development owned or possessed in common by the Owners, and real property taxes and personal property taxes based thereon will be treated as expenses of administration.

Section 11. Mechanic's Lien. A mechanic's lien otherwise arising under Act No. 479 of the Michigan Public Acts of 1980, as amended, will be subject to the provisions of this Section. A mechanics lien for work performed on a Parcel or Lot shall attach only to the Parcel or Lot on which the work was performed. A lien for work authorized by Developer or the principal contractor and performed on the Common Area shall attach only to Parcels or Lots owned by Developer at the time of recording the statement of account and lien. A mechanics lien for work authorized by the Association shall attach to each Parcel and Lot in proportion to the extent to which the Owner must contribute to the administration expenses as provided in the Development Documents. No mechanics lien shall arise or attach to a Parcel or Lot for work performed on the Common Area that is not contracted by the Association or Developer.

Section 12. Statement as to Unpaid Assessments. The purchaser of any Parcel or Lot may request a statement of the Association as to the outstanding amount of any unpaid Association assessments thereon, whether regular or special, and related collection costs. 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 Parcel or Lot, the Association will provide a written statement of such unpaid assessments and related collection costs as may exist or a statement that none exist, which statement will be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessment as to such Parcel or Lot will be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least 5 business days prior to the closing of the purchase of such Parcel or Lot will render any unpaid assessments together with interest, costs, and attorneys' fees incurred in the collection thereof, and the lien securing the same, fully enforceable against such purchaser and the

Parcel or Lot itself. Unpaid assessments shall constitute a lien upon the applicable Parcel or Lot and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record. The Association may charge such reasonable amounts for preparation of such statements as the Association will, in its discretion, determine.

ARTICLE VIII ARBITRATION

Section 1. **Scope and Election.** Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Development Documents, or any disputes, claims or grievances arising among or between Owners, or between one or more Owners and the Association will, upon the election and written consent of the parties to any such disputes, claims or grievances, and written notice to the Association, if applicable, be submitted to arbitration and the parties thereto will accept the arbitrator's decision as final and binding; provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association, as amended and in effect from time to time hereafter, will be applicable to any such arbitration. Any agreement to arbitrate pursuant to the provisions of this Article VIII, Section 1 will include an agreement between the parties that the judgment of any Circuit Court of the State of Michigan may be rendered upon any award rendered pursuant to such arbitration.

Section 2. **Judicial Relief.** In the absence of the election and written consent of the parties pursuant to Section 1 above, no Owner or the Association will be precluded from petitioning the Courts to resolve any such disputes, claims or grievances.

Section 3. **Election of Remedies.** Election by the parties to any such disputes, claims or grievances to submit such disputes, claims or grievances to arbitration will preclude such parties from submitting to and litigating such disputes, claims or grievances in the Courts.

Section 4. **Approval for Civil Actions Against Developer and First Board of Directors.** Any civil action proposed by the Board of Directors on behalf of the Association to be initiated against Developer, its agents or assigns, and/or the First Board of Directors of the Association, for any reason, will be subject to approval by a vote of 2/3 of all Owners, and notice of such proposed action must be given in writing to all Owners.

ARTICLE IX INSURANCE

Section 1. **Extent of Coverage.** The Association will, to the extent appropriate, given the nature of the Common Area of the Development, carry extended coverage, vandalism and malicious mischief and liability insurance (in an amount to be determined by Developer or the Association in its discretion), officers, and directors' liability insurance, and worker's compensation insurance, if applicable, and any other insurance the Association may deem applicable, desirable or necessary, pertinent to the ownership, use and maintenance of the Common Area and certain other portions of

the Development, and such insurance will be carried and administered in accordance with the following provisions:

(a) **Responsibilities of Association.** All such insurance will be purchased by the Association for the benefit of the Association, Developer and the Owners and their mortgagees, as their interests may appear, and provision will be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Owners, upon request of a mortgagee.

(b) **Insurance of Common Area.** All Common Area of the Development will be insured against perils covered by a standard extended coverage endorsement, if applicable and appropriate, in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association.

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

(d) **Proceeds of Insurance Policies.** Proceeds of all insurance policies owned by the Association will be received by the Association, held in a separate account and distributed to the Association, and the Owners and their mortgagees as their interests may appear; provided, however, whenever repair or reconstruction of the Common Area will be required as provided in Article X of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring the repair or reconstruction will be applied for such repair or reconstruction and in no event will hazard insurance proceeds be used for any purpose other than repair, replacement or reconstruction of the Common Area unless all of the institutional holders of first mortgages on Parcels and Lots in the Development have given their prior written approval.

Section 2. Authority of Association to Settle Insurance Claims. Each Owner, by ownership of a Parcel or Lot in the Development, will be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the Common Area and certain other portions of the Development, with such insurer as may, from time to time, provide such insurance for the Development. Without limitation on the generality of the foregoing, the Association as said attorney will have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Owners and respective mortgagees, as their interests may appear (subject always to the terms and conditions of the Development Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Owners and the Development as will be necessary or convenient to the accomplishment of the foregoing. Unless the Association obtains coverage for the Home within a Parcel or Lot pursuant to the provisions below, the Association's authority will not extend to insurance coverage on any Home.

Section 3. Responsibilities of Owners. Each Owner will be obligated and responsible at his expense for obtaining fire and extended coverage and vandalism and malicious mischief

insurance with respect to the Home and all other improvements constructed or to be constructed within the perimeter of his Parcel or Lot and for his personal property located therein or thereon or elsewhere in the Development. There is no responsibility on the part of the Association to insure any of such improvements whatsoever nor the personal property of any Owner. Each Owner also shall be obligated to obtain insurance coverage for his personal liability for occurrences within the perimeter of his Parcel or Lot and the improvements located thereon, and also for any other personal insurance coverage that the Owner wishes to carry. It shall be each Owner's responsibility to determine by personal investigation or from his own insurance advisors the nature and extend of insurance coverage required to meet his needs. The Association will under no circumstances have any obligation to obtain any of the insurance coverage described in this Section or any liability to any person for failure to do so.

Section 4. Waiver of Right of Subrogation. The Association and all Owners will use their best efforts to cause all property and liability insurance carried by the Association or any Owner to contain appropriate provisions whereby the insurer waives its right of subornation as to any claims against any Owner or the Association.

Section 5. Indemnification. Each individual Owner shall indemnify and hold harmless every other Owner, Developer and the Association for all damages and costs, including attorneys' fees, which such other Owners, Developer or the Association may suffer as a result of defending any claim arising out of an occurrence on or within such individual Owner's Parcel or Lot and shall carry insurance to secure this indemnity if so required by the Association (or Developer during the Development and Sales Period). This Section will not be construed to give any insurer any subrogation right or other right or claim against any individual Owner, however.

ARTICLE X RECONSTRUCTION OR REPAIR

Section 1. Responsibility for Reconstruction or Repair. In the event any part of the Development is damaged, the determination of whether or not it will be reconstructed or repaired will be made in the following manner:

(a) **Common Area.** If the damaged property is a part of the Common Area, the damaged property will be rebuilt or repaired unless all of the Owners and all of the institutional holders of first mortgages on any Parcel or Lot unanimously agree to the contrary.

(b) **Parcel or Lot or Improvements Thereon.** If the damaged property is a Parcel or Lot or any Improvements thereon, the Owner of such Parcel or Lot alone will determine whether to rebuild or repair the damaged property, subject to the rights of any mortgagee or other person or entity having an interest in such property, and such Owner will be responsible for any reconstruction or repair that he elects to make. The Owner will in any event remove all debris and restore his Parcel or Lot and the Improvements thereon to a clean and sightly condition satisfactory to the Association and in accordance with the provisions of the Development Documents as soon as reasonably possible following the occurrence of the damage.

Section 2. Repair in Accordance with Development Documents. Any such reconstruction or repair of an Improvement within the Common Area will be substantially in accordance with the Development Documents, as applicable, and the original plans and specifications for such Improvement, unless the Owners unanimously decide otherwise. Further, any such reconstruction or repair will be subject to any applicable building code requirements and ordinances of Hartland Township.

Section 3. Association Responsibilities for Repair. Immediately after the occurrence of a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association will obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the cost thereof are insufficient, assessment will be made against all Owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair. This provision will not be construed to require replacement of mature trees and vegetation with equivalent trees or vegetation.

Section 4. Timely Reconstruction and Repair. If damage to the Common Area adversely affects the appearance of the Development, the Association will proceed with replacement of the damaged property without delay, and will complete such replacement within 6 months after the date of the occurrence which caused damage to the property.

Section 5. Eminent Domain. The following provisions will control upon any taking by eminent domain:

(a) **Negotiation for Taking of Common Area.** The Association, acting through its Board of Directors, may negotiate on behalf of all Owners for any taking of the Common Area. Any negotiated settlement shall be subject to the approval of more than 2/3 of the Owners and shall thereupon be binding on all Owners.

(a) **Taking of Parcel or Lot or Improvement Thereon.** In the event of any taking of all or any portion of a Parcel or Lot or any improvement thereon by eminent domain, the award for such taking will be paid to the Owner of such Parcel or Lot and the mortgagee thereof, as their interests may appear. If an Owner's entire Parcel or Lot is taken by eminent domain, such Owner and his mortgagee will, after acceptance of the condemnation award therefor, be divested of all interest in the Development.

(b) **Taking of Common Area.** If there is any taking of any portion of the Common Area, the condemnation proceeds relative to such taking will be paid to the Owners and their mortgagees in proportion to their respective interests in the Common Area and the affirmative vote of more than 50% percent of all of the Owners will determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

(c) **Continuation of the Development After Taking.** In the event the Development continues after taking by eminent domain, then the remaining portion of the Development will be resurveyed and the Development Documents will be amended accordingly, and if any Parcel or Lot shall have been taken, then the Development Documents will also be amended to reflect such taking and to readjust the percentage of values of the remaining Owners, as necessary. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Owner.

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

Section 6. Mortgages Held By FHLMC; Other Institutional Holders. In the event any mortgage in the Development is held by the Federal Home Loan Mortgage Corporation ("FHLMC") then, upon request therefor by FHLMC, the Association will give it written notice at such address as it may, from time to time, direct of any loss to or taking of the Common Area of the Development if the loss or taking exceeds \$10,000.00 in amount. The Association will provide such other reasonable notice as may be required, from time to time, by other institutional holders of mortgages upon Parcels or Lots.

Section 7. Priority of Mortgagee Interests. Nothing contained in the Development Documents will be construed to give an Owner, or any other party, priority over any rights of first mortgagees of Parcels or Lots pursuant to their mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of Parcels or Lots and/or Common Area.

ARTICLE XI RESTRICTIONS

In order to provide for congenial occupancy of the Development, all Parcels and Lots in the will be held, used and enjoyed subject to the following limitations and restrictions:

Section 1. Declaration of Easements and Restrictions. All restrictions set forth in the Declaration of Easements and Restrictions, as amended from time to time, including but not limited to the Use Restrictions set forth in Article VIII thereof, are hereby incorporated into these Bylaws by reference, as if specifically set forth herein.

Section 2. Residential Use. Each Parcel or Lot shall be occupied by a single family, only, and will not be used for other than single-family residential purposes. No Parcel or Lot shall be used for commercial or business offices, except that professional and quasi-professional Owners may use their Homes as ancillary facilities to their offices established elsewhere, as long as such use does not generate unreasonable traffic by members of the general public. The provisions of this Section will

not be construed to prohibit an Owner from maintaining a personal professional library, keeping personal, professional or business records or handling personal business or professional telephone calls in a Home constructed upon a Parcel or Lot.

Section 3. **Leasing and Rental.**

(a) **Right to Lease.** An Owner, including Developer, may lease his Parcel or Lot for the same purposes set forth in Section 2 of this Article XI without consent from the Association or any other Owner; provided, however, that written notice of the lease transaction shall be given to the Association at least 10 days before the date of such tenant's occupancy, and provided further that no Owner shall lease less than his entire Parcel or Lot and under no circumstances will transient tenants be accommodated. For purposes of this Section 3(a), a "transient tenant" is a non Owner residing upon a Parcel or Lot for less than 6 months who has paid consideration therefor. The written notice of the lease transaction shall include the name of the tenant, the number of persons occupying the Home, the term of the lease, and such other information as the Association may require. All Owners, including Developer, waive their right, if any, as members of the Association to receive notice from any Owner of his intent to lease his Parcel or Lot and a copy of the proposed lease form.

(b) **Lease to Incorporate Terms of Development Documents.** The terms of all leases, occupancy agreements and occupancy arrangements will incorporate, or be deemed to incorporate, all of the provisions of the Development Documents. Any Owner intending to lease his Parcel or Lot shall, prior to the execution of any lease, occupancy agreement or occupancy arrangements, provide his prospective tenant with a copy of all Development Documents. Tenants and non Owner occupants shall comply with all of the terms and conditions of the Development Documents, as applicable, and all leases, rental agreements, and occupancy agreements shall so state.

In the event an Owner fails to provide the prospective tenant with a copy of the Development Documents, such Owner shall be liable for all costs and expenses, including attorney fees, that may be incurred by the Association as a result thereof or by reason of any noncompliance of such lessee with the terms, provisions, and restrictions set forth in the Development Documents; provided, however, that this provision will not be construed so as to relieve the tenant of his obligations to comply with the provisions of the Development Documents.

(c) **Violation of Development Documents by Tenants or Non Owner Occupants.** If the Association determines that the tenant or non Owner occupant has failed to comply with the conditions of the Development Documents, the Association will take the following action:

i. The Association will notify the Owner by certified mail advising him or her of the alleged violation by the tenant or non Owner occupant.

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

iii. If after 15 days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its own behalf or derivatively by the Owners on behalf of the Association, if it is under the control of Developer, an action for eviction against the tenant or non Owner occupant and simultaneously for money damages in the same action against the Owner and tenant or non Owner occupant for breach of the conditions of the Development Documents. The relief set forth in this subsection may be by summary proceeding. The Association may hold both the tenant or non Owner occupant and the Owner liable for any damages caused by the alleged breach and for actual legal fees and costs incurred by the Association in connection with legal proceedings instituted hereunder.

(d) **Arrearage in Assessments.** When an Owner is in arrearage to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying an Owner's Parcel or Lot under a lease or rental agreement and the tenant, after receiving the notice, will deduct from rental payments due the Owner the arrearage and future assessments as they fall due and pay them directly to the Association. The deductions will not be a breach of the rental agreement or lease by the tenant. The form of lease used by any Owner will explicitly contain the foregoing provisions.

Section 4. Architectural Control. Developer intends that all Improvements constructed within any Parcel or Lot or otherwise within the Development be designed, developed and constructed to be harmonious and complimentary so that the Development as developed and improved constitutes and provides an exclusive environment of the highest architectural, construction and aesthetic standards. In order to accomplish such end, Developer reserves the right through the Architectural Review Committee, to approve, disapprove and otherwise pass upon the design, appearance, construction and other attributes of any Improvement proposed to be constructed or maintained on any Parcel or Lot, and no Improvement shall be permitted or allowed with respect to any Parcel or Lot without the prior written approval of the Architectural Review Committee granted in accordance with the terms and conditions of this Section 4 and the terms and conditions of the other Development Documents.

(a) **Licensed Builder.** All Improvements shall be constructed and installed by either Developer or a pre-approved licensed builder, landscaper and other major contractor selected by Developer, unless Developer, in its sole discretion, agrees to and approves of a builder, landscaper or major contractor other than one selected by Developer prior to the commencement of construction of any Improvements. In such event, Developer will be entitled to require that such builder, landscaper, other major contractor, or Owner furnish to the Association adequate security, in Developer's discretion, to protect the Association against costs and expenses which it might incur in connection with the failure to complete construction in a timely and diligent manner in accordance with the approved plans and specifications for such Improvements. All plans and specifications for Homes, their appurtenances and any other Improvements or modifications in exterior appearance of Parcels or Lots shall be submitted to, and approved by, the Architectural Review Committee.

(b) **Plan and Specifications Approval.** Except as otherwise provided in the Declaration of Easements and Restrictions, the Architectural Review Committee will consist of Developer or its designated representatives and two persons appointed by Developer. The foregoing notwithstanding, Developer will retain the absolute right to reject any proposed plans, specifications, or modifications during the Development and Sales Period. No one other than Developer will be entitled to construct any Improvement within the Development or to alter the exterior nature or appearance (including color and other exterior appearance) of any Improvement without the prior written consent of the Architectural Review Committee in its absolute discretion. Construction of any Improvement must also receive any necessary approvals from all applicable local public authorities and be in full compliance with all restrictions of record. No Owner, other than Developer shall make any change in any Common Area, without the prior written approval of the Architectural Review Committee.

(c) **Review Procedure and Submission Requirements.** The procedure set forth below must be followed to obtain the approval of the Architectural Review Committee for any Improvement to be erected, constructed, maintained or rebuilt on any Parcel or Lot. Written approval by the Architectural Review Committee upon the completion of all steps must be obtained before construction may be commenced and no approval shall be effective unless given in writing. The Architectural Review Committee may, if appropriate, waive any step of the procedure in order to expedite the review process, however, it shall have no obligation to do so.

(i) **Conceptual Plans.** A conceptual plan for all Improvements to be located on any Parcel or Lot shall be prepared by a licensed architect and submitted to the Architectural Review Committee. Such plan shall include elevation drawings for the front and rear of the structure, a preliminary floor plan, an indication of the color and type of exterior materials and a preliminary dimensioned site plan showing the location of all Improvements on the Parcel or Lot.

(ii) **Preliminary Plans.** Once the conceptual plan has been approved, additional plans shall be prepared and submitted to the Architectural Review Committee, including detailed elevation drawings for all sides of the proposed structures, samples of exterior colors and materials, a dimensioned floor plan, a site plan and preliminary landscape plan showing finish grades, plantings, lawn areas and lighting. The location of all Improvements shall be staked on the Parcel or Lot to allow for field review if so required by the Architectural Review Committee.

(iii) **Final Plans.** Upon receipt of approval of the preliminary plans, an Owner may apply to the Architectural Review Committee for final plan approval. The plans to be submitted in connection with final approval include, a floor plan prepared by a licensed architect, architectural drawings for all elements of the Improvements prepared by a licensed architect, a final landscape plan prepared by a registered landscape architect, a site plan prepared by a licensed architect or engineer showing existing and proposed grades, and the proposed location of all Improvements with dimensions to site boundaries, a construction schedule and final color and exterior material selections and samples.

(iv) **Variance from Approved Plans.** No alteration, modification, substitution or other variance from the plans which have been approved by the Architectural Review Committee shall be permitted without the prior written consent of the Architectural Review Committee. If the variance is minimal, the Owner need not go through the entire submittal process set forth above, however, the Owner must submit such sufficient information to the Architectural Review Committee, as it determines in its sole discretion is necessary, to enable it to make a determination whether or not to allow the variance. The Architectural Review Committee's approval of any variance must be obtained irrespective of the fact that the need for the variance arises for reasons beyond the Owner's control.

(v) **Written Submission of Plans.** All plans submitted for approval shall be submitted in duplicate. One copy shall be returned to the Owner upon approval or disapproval and the other copy shall be retained by the Architectural Review Committee.

(d) **Standards for Plan Approval.** The Architectural Review Committee will have the right to refuse to approve any such plans or specifications, or grading or landscaping plan which are not suitable or desirable in its opinion for aesthetic or other reasons. In reviewing and passing upon the plans, drawings, specifications, submissions and other matters to be approved or waived by the Architectural Review Committee under the Development Documents, the Architectural Review Committee intends to ensure that all Improvements reflected therein meet the requirements set forth in the Development Documents. Developer and the Architectural Review Committee reserve the right, however, to waive or modify such restrictions or requirements pursuant to Paragraph (h) of this Section. In addition to ensuring that all Improvements comply with the requirements and restrictions of the Development Documents, the Architectural Review Committee shall have the right to base its approval or disapproval of any plans, designs, specifications, submissions or other matters on such other factors, including completely aesthetic considerations, as the Architectural Review Committee in its sole discretion may determine appropriate or pertinent. Except as otherwise expressly provided in the Development Documents, the Architectural Review Committee shall have the broadest discretion in determining what Improvements will enhance the desirability of the Development, or otherwise further or be consistent with the purposes of any restrictions. In no event shall either Developer (or the agents, officers, employees or consultants thereof), the Architectural Review Committee, or the Association have any liability whatsoever to anyone, for any act or omission in carrying out its responsibilities under the Development Documents, whether such alleged liability is based on negligence, tort, express or implied contract, fiduciary duty or otherwise. By way of example, neither Developer, nor the Architectural Review Committee, nor the Association shall have liability to anyone for approval of plans, specifications, structures or the like which are not in strict conformity with any of the provisions of the Development Documents, or for disapproving plans, specification, structures or the like which arguable are in conformity with the provisions thereof. In no event shall any party have the right to impose liability on, or otherwise contest judicially, Developer, the Architectural Review Committee, the Association, or any other person for any decision of Developer, the Architectural Review Committee or the Association (or alleged failure to make a decision) relative to the approval or disapproval of any Improvements or any aspect or other matter as to which Developer, the

Architectural Review Committee or the Association reserves the right to approve or waive under the Development Documents. The approval of Developer, the Architectural Review Committee, or the Association, if applicable, of an Improvement shall not be construed as a representation or warranty that the Improvement is properly designed or that it is in conformity with the ordinances or other requirements of Hartland Township or any other governmental authority. Any obligation or duty to ascertain any such non-conformities, or to advise the Owner or any other person of the same (even if known), is hereby disclaimed.

(e) **Special Maintenance.** Developer and/or the Architectural Review Committee may also, in its discretion, require as a condition of approval of any plans, an agreement for special assessment for increased maintenance charges from any Owner whose proposed Improvements will cause the Association abnormal expenses in carrying out its responsibilities with respect thereto under the Development Documents. The purpose of this Section is to assure the continued maintenance of the Development as a beautiful and harmonious residential community, and will be binding upon both the Association and upon all Owners.

(f) **Developer's Improvements.** Developer may construct any Improvements within the Development that it may, in its sole discretion, elect to make without the necessity of prior approval from the Architectural Review Committee or any other person or entity, subject only to the express limitations contained in the Development Documents.

(g) **Assignment of Developer's Rights.** Developer's rights under this Article may, in Developer's discretion, be assigned to the Association or any successor to Developer.

(h) **Right of Developer and the Architectural Review Committee to Waive or Amend Restrictions.** Notwithstanding anything herein to the contrary, Developer and the Architectural Review Committee reserve the right to approve any structure or activities otherwise proscribed or prohibited under the Development Documents, or to waive any restriction or requirement provided for therein, if in the sole discretion of either Developer or the Architectural Review Committee, such action is appropriate in order to maintain the atmosphere, architectural harmony, appearance and value of the Development and the Parcels and Lots therein, or to relieve the Owner of a Parcel or Lot or a contractor from any undue hardship or expense. In no event, however, shall Developer, the Architectural Review Committee or the Association be deemed to have waived or be estopped from asserting its right to require strict and full compliance with all the restrictions set forth in the Development Documents, unless such waiver is set forth in writing and, in the case of an approval of nonconforming structures, the requirements of Paragraph (c) of this Section are met.

Section 5. **Residential Building Setbacks.** Except as, may be permitted by the appropriate officials of Hartland Township and the Architectural Review Committee, the following setback requirements will apply:

(a) Parcels:

(i) **Front Yard.** All portions of any Home, including Homes on corner Parcels, will have a front yard setback of at least 50 feet from the edge of any public or private right of way.

(ii) **Side Yard.** Except as provided below, the side yard setback from the property line to the Home will be at least 15 feet on each side of a Parcel.

(iii) **Rear Yard.** The rear yard setback from the property line to the Home will be at least 50 feet to the Home.

(iv) **Bergin Road.** All portions of any Home, including Homes on corner Parcels, abutting Bergin Road, will have a setback of at least 60 feet from the edge of the Bergin Road right of way.

(b) Lots:

(i) **Front Yard.** All portions of any Home, including Homes on corner Lots, will have a front yard setback of at least 40 feet from the edge of any public or private right of way.

(ii) **Side Yard.** Except as provided below, the side yard setback from the property line to the Home will be at least 20 feet on each side of a Lot.

(iii) **Rear Yard.** The rear yard setback from the property line to the Home will be at least 40 feet to the Home.

(iv) **Bergin Road.** All portions of any Home, including Homes on corner Lots, abutting Bergin Road, will have a setback of at least 60 feet from the edge of the Bergin Road right of way.

Section 6. Minimum Floor Space and Size. No Home will be built on any Parcel or Lot which has floor space of less than the following:

- (a) One story Home - 1,500 square feet on the ground floor.
- (b) One and one-half story Home - 1,750 square feet total.
- (c) Two story Home - 2,000 square feet total.

In making computations of square footage, there shall not be included basements, garages, attics, breezeways, porches and similar areas which are not normally classified as living areas.

Section 7. **Driveways.** All private driveways located on any Parcel or Lot will be surfaced with concrete, paving brick or bituminous paving with suitable sub-base support. The grading, installation and paving of driveways will be completed within a 3 month period after occupancy of a Home, weather permitting.

Section 8. **Water Supply Systems.** Each Home constructed upon a Lot will be served by a water well. All wells will be drilled by a licensed well driller. Each Owner will be responsible for the installation, maintenance and repair of the onsite well for his respective Lot, at such Owner's sole cost and expense.

(a) Pursuant to letter dated September 29, 1999, the Livingston County Health Department has approved the Site Condominium Phase of the Development for 54 individual Lots as described in the Boss Engineering Site Plan Job #97726 dated August 27, 1999. The wells to be drilled and installed in the Site Condominium Phase of the Development shall be located in the exact area on each respective Lot as indicated on the preliminary site plans submitted by Boss Engineering, last revision September 17, 1999, which is on file at the Livingston County Health Department.

(b) All wells will be drilled by a licensed Michigan well driller and be drilled to a depth that will penetrate a minimum of a 10 foot protective clay barrier in most cases between 64 and 235 feet.

(c) The test wells used to determine onsite water supply adequacy for the Lots have been drilled on Lots 6, 14, 26 and 53. If these wells are not intended for the use as potable water supply, then they must be properly abandoned according to Part 127, Act 368 of the Groundwater Quality Control Act.

(d) There shall be no future subdividing of any building units in the Site Condominium Phase of the Development which would utilize individual onsite water supply systems.

(e) The above described restrictions are not severable and will not expire under any circumstances unless otherwise amended or approved by the Livingston County Health Department.

Section 9. **Sewage Disposal Systems.** Each Home constructed upon a Lot will be served by an on site sewage disposal system. Each Owner will be responsible for the installation, maintenance and repair of the sewage disposal system for his respective Lot, at such Owner's sole cost and expense.

(a) Pursuant to letter dated September 29, 1999, the Livingston County Health Department has approved the Site Condominium Phase of the Development for 54 individual Lots as described in the Boss Engineering Site Plan Job #97726 dated August 27, 1999. The sewage disposal systems shall be installed in the exact area on each respective Lot as indicated on the preliminary site plans submitted by Boss Engineering, last revision September 17, 1999, which is on file at the Livingston County Health Department.

APPROVED
Livingston County Health Department
Name *[Signature]*
Date 10/12/00

(b) There will be no underground utility lines located within the areas designated as active and reserve septic system areas.

(c) There shall be no future subdividing of any building units in the Site Condominium Phase of the Development which would utilize individual onsite sewage disposal.

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

(e) Prior to issuance of permits for Lots 23 and 24, individual engineered site plans showing elevation and design specifications for both proposed active and reserve septic areas along with as-built grading plans, the house, well, and utility locations shall be submitted to the Livingston County Health Department for review and approval. Due to the fact that engineered plans shall be required, the cost of the system may be higher than a typical conventional sewage disposal system.

(f) There shall be no activity within the regulated wetlands unless permits have been obtained from the Michigan Department of Environmental Quality.

(g) The onsite sewage disposal systems for Lots 1 through 5, 9, 13, 17 through 19, 22, 25 through 32, 36, 37, 39, 41 through 48, 50, 51, 53 and 54 will require the excavation of slow permeable soils to a more permeable soil ranging between 4 to 9 feet in depth. Due to the fact that unsuitable soils will be excavated in the area and replaced with a clean sharp sand, the cost of the system may be higher than a conventional sewage disposal system.

(h) Lot 52 is an existing residence, 8448 Bergin Road.

(i) A 2800 square foot area has been designated on each Lot for the active and reserve sewage disposal systems to accommodate a typical four bedroom single family home. Proposed homes exceeding four bedrooms must show that sufficient area exists for both active and reserve sewage systems which meet all applicable isolation distances.

(j) The above described restrictions are not severable and will not expire under any circumstances unless otherwise amended or approved by the Livingston County Health Department.

Section 9. **Foundations.** All structures will be erected upon a foundation constructed on suitably permanent material extending below the frost line.

Section 10. **Garages/Outbuildings.** All garages will be attached to a Home. No carports will be constructed on any Parcel or Lot. The garage area will be at least 450 square feet in size. No outbuildings will be constructed on any Parcel or Lot excepting that, with the approval of the

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Livingston County Health Department
Name
Date 10/12/00

Architectural Review Committee, one storage shed may be erected on each Parcel or Lot. Sheds will be located behind the rear building line of the Home located on the Parcel or Lot and a shed will be no larger than 120 square feet in area.

Section 11. **Chimney.** Any chimney attached to an outside wall will be covered with brick, stone or siding.

Section 12. **Roof Pitch.** Sloping roof pitches are to be a minimum of 6/12 for functional and aesthetic reasons.

Section 13. **Construction Materials.** Only new materials and no used materials will be used in the construction of a Home.

Section 14. **Occupancy.** No structure will be occupied as living quarters unless and until such structure has been completed, including exterior staining or painting, according to approved plans and until a temporary or permanent occupancy permit has been issued by the governmental entity having jurisdiction over the construction and use of such structure.

Section 15. **Construction Site Appearance.** During construction and upon completion, the applicable Parcel or Lot shall be kept free and clean of construction debris and rubbish and maintained in an orderly and neat appearance. Owners and their contractors shall keep all building materials and debris contained within their respective Parcel or Lot boundaries. Within 30 days after substantial completion of construction of a Home, all unused construction materials, equipment and supplies will be removed from the site. Developer or the Association may charge, if it deems necessary, a clean up charge in the event that any debris is strewn about either an Owner's Parcel or Lot or within any other portion of the Development, and the applicable Owner either neglects and/or refuses to remove the debris. Areas of a Parcel or Lot disturbed by excavation and construction work will be finish-graded and seeded, sodded or otherwise suitably landscaped as soon as construction activities are completed and weather permits.

Section 17. **Antenna.** No radio or television antennae or aerials will be permitted other than the type commonly used for domestic television residential use, and will be installed on the house and not on a separate pole or tower. Radio and/or television disc antennae are permitted subject to the prior approval of Developer during the Development and Sales Period and thereafter by the Association.

Section 18. **Lighting.** All exterior lighting, including lamps, posts and lighting fixtures for any Home or garage will be so situated and of such intensity as not to create a nuisance to neighboring Parcels and Lots.

Section 19. **Pools, Jacuzzis, and Hot Tubs.** Underground swimming pools, jacuzzis and hot tubs may be installed if permitted by Hartland Township and the Architectural Review Committee. Any Owner intending to construct any underground swimming pool, jacuzzi, or hot tub

must submit to the Architectural Review Committee a detailed description and proposed layout showing size, location, materials, shape, landscaping, fencing, screening, and type of construction. The Architectural Review Committee will have absolute discretion to approve or disapprove any proposal and may attach any conditions which it deems appropriate. Any approved pools must be maintained in a safe and clean condition and must also be maintained in appearance consistent with the standards of the Development and in accordance with all applicable provisions of the ordinances of Hartland Township. No above ground or free standing swimming pools will be permitted.

Section 20. Patios, Decks and Walls. Patios and decks will be permissible, subject to such standards as the Architectural Review Committee may, from time to time, specify. Patio walls will be permissible, subject to such standards as the Architectural Review Committee may, from time to time, specify.

Section 21. Fences. Fences may be erected if permitted by Hartland Township and the Architectural Review Committee. An Owner shall obtain the express written consent of the Architectural Review Committee for the erection of a fence prior to its construction. The Architectural Review Committee shall have absolute discretion to approve or disapprove any proposal and may attach any conditions which it deems appropriate. The Architectural Review Committee shall have the sole and absolute discretion to determine the suitability of the location, design, shape, height, size and materials for any fence which it approves.

Section 22. Mailboxes. Unless mailbox clusters are provided by Developer, each Owner shall maintain the approved mailbox and stand and all mailboxes must be placed in accordance with U.S. Post Office standards as to height and distance from the roadway adjacent to the mailbox. All boxes shall be erected in accordance with such other standards as may be set by Developer and/or the Architectural Review Committee.

Section 23. Lot Grade. The established grade of a Parcel or Lot shall not be changed without prior approval by the Architectural Review Committee.

Section 24. Activities. No immoral, improper, unlawful or offensive activity will be carried on in any Parcel or Lot or upon the Common Area, nor shall anything be done which may be or become an annoyance or a nuisance to the Owners of other Parcels or Lots. No unreasonably noisy activity shall occur in or on the Common Area or in or on any Parcel or Lot at any time and disputes among Owners, arising as a result of this provision which cannot be amicably resolved, will be arbitrated by the Board of Directors of the Association. No Owner will do or permit anything to be done or keep or permit to be kept on his Parcel or Lot or upon the Common Area anything that will increase the rate of insurance on the Development without the prior written approval of the Association, and each Owner will pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: any activity involving the use of firearms, air rifles, pellet guns, B-B guns, bows and arrows, fireworks, or other similar dangerous weapons, projectiles or devices.

Section 25. Pets. No animal, except common domesticated household pets will be kept and maintained by any Owner unless specifically approved in writing by the Association, provided, however, that horses will be permitted within the Equestrian Facility. No animal may be kept or bred for any commercial purpose. Any animal will have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be permitted to run loose at any time upon the Common Area and any animal will at all times be leashed and attended by some responsible person while in the Common Area. Dog runs will be permitted to be installed in the rear yard areas of Parcels or Lots provided they are located within the building envelope for such Parcel or Lot. No exotic, savage or dangerous animal shall be kept within the Development and any Owner who causes any animal to be brought or kept within the Development shall indemnify and hold harmless Developer and the Association for any loss, damage or liability (including costs and attorney fees) which the Developer and/or the Association may sustain as a result of the presence of such animal within the Development, whether or not the Association has given its permission therefore, and the Association may assess and collect from the responsible Owner such losses and/or damages in the manner provided in Article VII of these Bylaws. Each Owner shall be responsible for collection and disposition of all fecal matter deposited by his pet at any place within the Development. No dog which barks and can be heard on any frequent or continuing basis shall be kept on any Parcel or Lot or within the Common Area. The Association may charge all Owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article VII of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Development. The Association will have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals, including a limitation on the number of pets kept on any Parcel or Lot, as it may deem proper. The Association may, after notice and hearing, assess fines for violation of the restrictions imposed by this Section or by any applicable rules and regulations of the Association. The term "animal" or "pet" as used in this Section will not include small domesticated animals which are constantly caged, such as small birds or fish.

Section 26. Aesthetics. The Common Area will not be used for the storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. Garage doors will be kept closed at all times except as may be reasonably necessary to gain access to or from any garage. No unsightly condition will be maintained on any patio, porch or deck and only furniture and equipment consistent with the normal and reasonable use of such areas will be permitted to remain there during seasons when such areas are reasonably in use and no furniture or equipment of any kind will be stored thereon during seasons when such areas are not reasonably in use. Trash receptacles and recycling bins will be maintained at the curbs of the drives in the Development only for such short periods of time as may be reasonably necessary to permit periodic collection of trash and recyclables and, in no event, will trash receptacles or recycling bins be placed at the curbs prior to the evening preceding pick-up. In general, no activity will be carried on nor condition maintained by any Owner either in his Parcel or Lot or upon the Common Area, which is detrimental to the appearance of the Development.

Section 27. **Use of Common Area.** Sidewalks, yards, landscaped areas, driveways, roads, parking areas and entrances shall not be obstructed in any way nor will they be used for purposes other than for which they are reasonably and obviously intended. Use of any amenities within the Development may be limited to such times and in such manner as the Association shall determine from time to time by duly adopted rules and regulations.

Section 28. **Vehicles.** An Owner will possess and keep no more than four automobiles or light trucks in the Development, unless otherwise specifically approved in writing by the Board of Directors. Owners shall not park their vehicles overnight within the Development except in their respective garages, or in the driveways adjacent to their respective garages unless the Board of Directors specifically approves otherwise. Commercial vehicles and trucks will not be parked in or about the Development unless while making repairs, deliveries or pickups in the normal course of business. Neither inoperable vehicles nor vehicles not currently licensed (if required by law) will be parked or stored within the Development, except within a garage, without the prior written permission of the Board of Directors. No maintenance or repair of any vehicle shall be performed within the Development except within a garage or on a Parcel or Lot which is totally isolated from public view. The Association may cause vehicles parked or stored in violation of this Section to be removed from the Development and the cost of such removal may be assessed to and collected from the Owner of the Parcel or Lot responsible for the presence of the vehicle in the manner provided in Article VII hereof, without liability to the Association. If the Association so requires, Owners shall register with the Association all vehicles maintained by them within the Development. The Board of Directors may promulgate reasonable rules and regulations governing the parking of vehicles in the Development consistent with the provisions of the Development Documents.

Section 29. **Rules and Regulations.** Reasonable rules and regulations consistent with the Development Documents concerning the use of the Development may be made and amended from time to time by the Board of Directors of the Association, including the First Board of Directors (or its successors appointed by Developer prior to the First Annual Meeting of the entire Association held as provided in Article III, Section 2 of these Bylaws). Copies of all such regulations and amendments thereto will be furnished to all Owners and will become effective 10 days after mailing or delivery thereof to the designated voting representative of each Owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than 2/3 of all Owners, except that the Owners may not revoke any regulation prior to the expiration date of the Development and Sales Period without Developer's prior written consent.

Section 30. **Disposition of Interest in Parcel or Lot by Sale.** An Owner, including Developer, may dispose of a Parcel or Lot, or any interest therein, by sale for the same purposes set forth in Section 2 of this Article XI, without the consent of the Association or any other Owner. An Owner intending to make a sale of a Parcel or Lot, or any interest therein, shall, prior to the closing on the sale, provide a copy of the Development Documents and any amendments thereto, to the proposed purchaser. In the event an Owner fails to provide the prospective purchaser with a copy of the Development Documents, such Owner shall be liable for all costs and expenses, including attorney fees, that may be incurred by the Association as a result thereof or by reason of any noncompliance of such purchaser with the terms, provisions, and restrictions set forth in the

Development Documents; provided, however, that this provision will not be construed so as to relieve the purchaser of his obligations to comply with the provisions of the Development Documents.

Section 31. Owner Maintenance. Each Owner shall maintain his Parcel or Lot and any Limited Common Area appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Owner shall also use due care to avoid damaging any of the Common Area including, but not limited to, the telephone, water, plumbing, electrical, or other utility conduits and systems and any other elements in any Parcel or Lot which are appurtenant to or which may affect any other Parcel or Lot or the Improvements thereon. Each Owner shall be responsible for damages or costs to the Association, or to other Owners, as the case may be, resulting from negligent damage to or misuse of any of the Common Area by him, or his family, guests, tenants, land contract purchasers, agents, or invites, unless such damages or costs are covered by insurance carried by the Association in which case there will be no such responsibility (unless full reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association or to other Owners, as the case may be, may be assessed to and collected from the responsible Owner in the manner provided in Article VII hereof. All Owners shall have the duty and responsibility to report to the Association any part of the Common Area which has been damaged or which is otherwise in need of maintenance, repair or replacement.

Section 32. Developer's Rights to Furtherance of Development and Sale. None of the restrictions contained in this Article XI will apply to the commercial activities or signs or billboards, if any, of Developer during the Development and Sales Period, or of the Association in furtherance of its powers and purposes set forth the Development Documents as the same may be amended from time to time. However, any signs or billboards erected will be in compliance with applicable ordinances and regulations of Hartland Township. Notwithstanding anything to the contrary contained elsewhere in the Development Documents, Developer shall have the right to maintain a sales office, a business office, a construction office, model homes, storage area, other facilities, and reasonable parking incident to the foregoing and such access to, from and over the Development as may be reasonable to enable development and sale of the entire Development by Developer and/or the development and sale of other off-site property by Developer or its affiliates, and Developer may continue to do so during the entire Development and Sales Period and warranty period, if any, applicable to any Parcel or Lot within the Development. Developer will restore the area so utilized to habitable status upon termination of use.

Section 33. Enforcement of Bylaws. The Development will 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 Owners and all persons interested in the Development. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace and landscape in a manner consistent with the maintenance of such high standards, then Developer, or any entity to which it may assign this right, at its option, may elect to maintain, repair, and/or replace any Common Area, and/or to do any landscaping required by the Development Documents and to charge the cost thereof to the Association as an expense of administration. Developer will have the right

to enforce the Development Documents throughout the Development and Sales Period, which right of enforcement may include (without limitation) an action to restrain the Association or any Owner from any activity prohibited by the Development Documents. The provisions of this Section will not be construed to be a warranty or representation of any kind regarding the physical condition of the Development.

Section 34. **Assessment of Costs of Enforcement.** Any and all costs, damages, expenses and/or attorney fees incurred by the Association in enforcing any of the restrictions set forth in the Development Documents may be assessed to and collected from the responsible Owner in the manner provided in Article VII hereof.

ARTICLE XII MORTGAGES

Section 1. **Notice to Association.** Any Owner who mortgages his Parcel or Lot will notify the Association of the name and address of the mortgagee, and the Association will maintain such information in a book entitled "Mortgages". The Association will report any delinquent and unpaid assessments due from the Owner of such Parcel or Lot to the holder of any first mortgage covering such Parcel or Lot and will give to the holder of any first mortgage covering any Parcel or Lot written notification of any other default in the performance of the obligations of the Owner of such Parcel or Lot that is not cured within 60 days.

Section 2. **Notification Of Meetings.** Upon request submitted to the Association, any institutional holder of a first mortgage lien on any Parcel or Lot will 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 XIII SEAL

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

ARTICLE XIV FINANCE

Section 1. **Records.** The Association will keep detailed books of account showing all expenditures and receipts of administration, and which will specify the maintenance and repair expenses of the Common Area and any other expenses incurred by or on behalf of the Association and the Owners. Such accounts and all other non privileged Association records will be open for inspection by the Owners and their mortgagees during reasonable business hours. The Association will prepare and distribute to each Owner at least once a year a financial statement, the contents of which will be defined by the Association. The books of account will be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Any institutional holder of a first

mortgage lien on any Parcel or Lot in the Development will be entitled to receive a copy of such annual audited financial statement within 90 days following the end of the Association's fiscal year upon written request therefor. The cost of any such audit and any accounting expenses will be expenses of administration.

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

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

ARTICLE XV INDEMNIFICATION OF OFFICERS AND DIRECTORS; DIRECTORS' AND OFFICERS' INSURANCE

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable attorney fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except in such case where the director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein will apply only if the Board of Directors (with the director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled. The Board of Directors will notify all Owners of any indemnification which it has approved at least 10 days prior to the payment thereof. Further, the Board of Directors is authorized to carry officers' and directors' liability insurance covering acts of the officers and directors in such amounts as it shall deem appropriate.

ARTICLE XVI AMENDMENTS

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

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

Section 3. **Voting.** These Bylaws may be amended by the Owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than 2/3 of all Owners. 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 2/3 of mortgagees will be required with each mortgagee having one vote for each mortgage held. So long as Developer owns any Parcel or Lot or has any right, title or interest in the Equestrian Facility, these Bylaws may not be amended in any manner so as to materially affect and/or impair the rights of Developer, unless said amendment has received the prior written consent of Developer. Notwithstanding anything to the contrary, no amendment may be made to Article VIII, Section 4 of these Bylaws at any time without the written consent of Developer.

Section 4. **By Developer.** Prior to the expiration date of the Development and Sales Period, these Bylaws may be amended by Developer without approval from any other person so long as any such amendment does not materially alter or adversely change the rights of an Owner or mortgagee, including, but not limited to, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Owners and to enable the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association and/or any other agency of the Federal government or the State of Michigan.

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

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

ARTICLE XVII COMPLIANCE

The Association of Owners and all present or future Owners, tenants, land contract purchasers, or any other persons acquiring an interest in or using the facilities of the Development

in any manner are subject to and will comply with the Development Documents and the laws of the State of Michigan, including the Act as applicable, and the mere acquisition, occupancy or rental of any Parcel or Lot or an interest therein or the utilization of or entry upon the Development will signify that the Development Documents are accepted and ratified.

ARTICLE XVIII DEFINITIONS

All terms used herein will have the same meaning as set forth in the Declaration of Easements and Restrictions, or if not defined therein, as set forth in the Master Deed to which these Bylaws are attached as an Exhibit, or as otherwise set forth in these Bylaws or the Act.

Whenever any reference is made in these Bylaws to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made to the singular, such reference shall include the plural where the same would be appropriate.

ARTICLE XIX REMEDIES FOR DEFAULT

Section 1. **Relief Available.** Any default by an Owner of any of the provisions of the Development Documents shall entitle Developer, the Association or another Owner or Owners to the following relief:

(a) **Legal Action.** Failure to comply with any of the terms and provisions of the Development Documents, or the Act, as applicable, will be grounds for relief, which may include without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Owner or Owners.

(b) **Recovery of Costs.** In any proceeding arising because of an alleged default by any Owner, the Association, if successful, will be entitled to recover the costs of the proceeding and such reasonable attorney fees (not limited to statutory fees) as may be determined by the Court, but in no event will any Owner be entitled to recover such attorney fees. The Association, if successful, will also be entitled to recoup the costs and attorney fees incurred in defending any claim, counterclaim or other matter from the Owner asserting the claim, counter claim or other matter.

(c) **Removal And Abatement.** The violation of any of the provisions of the Development Documents, will also give Developer and the Association, or its duly authorized agents, the right, in addition to the rights set forth above, to enter upon the Common Area or on to any Parcel or Lot, where reasonably necessary, and summarily remove and abate, at the expense of the Owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Development Documents. The Association will have no liability to any Owner arising out of the exercise of its removal and abatement power authorized herein.

(d) **Assessment of Fines.** The violation of any of the provisions of the Development Documents, by any Owner, in addition to the rights set forth above, will be grounds for assessment by the Association of a monetary fine for such violation. No fine may be assessed unless the rules and regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Owners in the same manner as prescribed in Article VI, Section 30 of these Bylaws. Thereafter, fines may be assessed only upon notice to the offending Owner and an opportunity for such Owner to appear before the Board of Directors no less than 7 days from the date of the notice and offer evidence in defense of the alleged violation. Upon finding an alleged violation after an opportunity for hearing has been provided, the Board of Directors may levy a fine in such amount as it, in its discretion, deems appropriate. All fines duly assessed may be collected in the same manner as provided in Article VII of these Bylaws.

Section 2. Nonwaiver of Right. The failure of Developer or the Association or of any Owner to enforce any right, provision, covenant, or condition which may be granted by the Development Documents will not constitute a waiver of the right of the Association or of any such Owner to enforce such right, provision, covenant or condition in the future.

Section 3. Cumulative Rights, Remedies, and Privileges. All rights, remedies and privileges granted to the Association or any Owner or Owners pursuant to any terms, provisions, covenants or conditions of the Development Documents will be deemed to be cumulative and the exercise of any one or more will not be deemed to constitute an election of remedies, nor will it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

Section 4. Enforcement of Provisions of the Development Documents. An 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 Development Documents. An Owner may maintain an action against any other Owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Development Documents or the laws of the State of Michigan, including the Act, as applicable.

ARTICLE XX RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to Developer in the Development Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer will be made by appropriate instrument in writing in which the assignee or transferee will join for the purpose of evidencing its consent to the acceptance of such powers and rights and such assignee or transferee will thereupon have the same rights and powers as herein given and reserved to Developer. Any rights and powers reserved or retained by Developer or its successors will expire and terminate, if not sooner assigned to the Association, at the conclusion of the Development and Sales Period, except as otherwise expressly provided in the Development Documents. The immediately preceding sentence dealing with the expiration and

termination of certain rights and powers granted or reserved to Developer is intended to apply, in so far as Developer is concerned, only to Developer's rights to approve and control the administration of the Development and will not, under any circumstances, be construed to apply to or cause the termination and expiration of any real property or contract rights granted or reserved to Developer or its successors and assigns in the Development Documents, or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents), which will not be terminable in any manner hereunder and which will be governed only in accordance with the terms of their creation or reservation and not hereby.

ARTICLE XXI SEVERABILITY

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

ARTICLE XXII CONFLICTING PROVISIONS

In the event the Development Documents conflict with the provisions of the laws of the State of Michigan, the laws of the State of Michigan shall govern. In the event any conflicts between the provision of any one or more of the Development Documents, the following order of priority shall prevail, and the provisions of the Development Document having the highest priority shall govern:

1. The Declaration of Easements and Restrictions;
2. The Master Deed, but only as it applies to the Site Condominium Phase of the Development;
3. The Articles of Incorporation of the Association;
4. These Bylaws; and
5. The Rules and Regulations of the Association.

The foregoing order of priority notwithstanding, if a provision in question contained in a Development Document of lower priority is more specific, exhaustive or restrictive, than the conflicting provision contained in the Development Document of higher priority, the more specific, exhaustive or restrictive provision shall have priority with respect to the matter in question.

LIVINGSTON COUNTY SUBDIVISION PLAN NO. 204

EXHIBIT B TO THE MASTER DEED OF

FOLDENAUTER FARMS

TOWNSHIP OF HARTLAND, LIVINGSTON COUNTY, MICHIGAN

DEVELOPER:

HARTLAND ASSOCIATES LLC

c/o BEE HAWK TRAVEL
30501 WOODWARD AVENUE
ROYAL OAK, MICHIGAN 48073
(248) 288-9800

PROPERTY DESCRIPTION

SITE CONDOMINIUM PHASE

Part of the Northwest 1/4 and part of the Northeast 1/4 of Section 31, 13th-8th, Hartland Township, Livingston County, Michigan, more particularly described as follows: Commencing at the Northeast Corner of said Section 31; thence along the centerline of Bergrin Road (50 foot 1/2 Right of Way) and the North Line of said Section 31, S 87°51'05" W, 1338.19 feet; thence along the East Line of the West 1/2 of the Northeast 1/4 of said Section 31, S 02°30'10" E, 241.72 feet; to the POINT OF BEGINNING of the Parcel to be described; thence continuing along the East-West 1/4 Line of said Section 31, S 02°30'10" E, 2405.22 feet; thence along the East-West 1/4 Line of said Section 31, S 02°30'10" E, 2405.22 feet; thence continuing along the East-West 1/4 Line of said Section 31, S 02°30'10" E, 2405.22 feet; thence N 01°15'51" W, 448.00 feet; thence S 87°50'36" W, 228.75 feet; thence along the Southern Right of Way of a Private Road Easement on the following line (2) courses, (1) Southwesterly on an arc with a radius of 57.52 feet, a volume of 75.00 feet, a central angle of 43°58'44", and a long chord which bears S 30°07'46" E, 56.12 feet; (2) Southwesterly along an arc with a radius of 75.00 feet, a central angle of 26°35'28", and a long chord which bears S 81°03'16" E, 108.00 feet; thence continuing along said Westerly Right of Way along the following six (6) courses: (1) Northwesterly on an arc with a radius of 57.52 feet, a volume of 75.00 feet, a central angle of 43°58'44", and a long chord which bears N 13°48'38" E, 56.12 feet; (2) thence N 08°09'24" W, 376.64 feet; (3) Southwesterly on an arc with a radius of 507.00 feet, a central angle of 08°47'19", and a long chord which bears N 12°50'34" W, 55.71 feet; (4) N 16°51'43" W, 437.80 feet; (5) S 68.19 feet on an arc with a radius of 267.00 feet, a central angle of 14°12'17", and a long chord which bears N 23°57'52" W, 66.02 feet; (6) and N 31°04'00" W, 127.47 feet; thence S 58°58'00" W, 58.35 feet; thence along the West Line of the East 1/2 of said Section 31, N 02°53'40" W, 125.52 feet; thence along the centerline of Bergrin Road (50 foot 1/2 Right of Way) and the North Line of said Section 31, N 87°50'36" E, 165.00 feet; thence S 02°30'10" E, 284.00 feet; thence N 87°50'36" E, 165.00 feet; thence N 02°30'10" E, 284.00 feet; thence along the centerline of Bergrin Road and the North Line of said Section 31, N 87°50'36" E, 172.03 feet; thence S 02°30'10" E, 330.00 feet; thence along the North Line of said Section 31, N 02°30'10" E, 172.03 feet; thence S 02°30'10" E, 284.00 feet; thence N 02°30'10" E, 330.00 feet; thence along the centerline of Bergrin Road (50 foot 1/2 Right of Way) and the North Line of said Section 31, N 87°50'36" E, 594.57 feet; thence S 02°30'10" E, 330.00 feet; thence N 02°30'10" E, 594.57 feet; thence along the centerline of Bergrin Road (50 foot 1/2 Right of Way) and the North Line of said Section 31, N 87°50'36" E, 129.50 feet; thence S 02°30'10" E, 225.50 feet; thence N 87°51'05" E, 287.44 feet; to the POINT OF BEGINNING, Containing 133.44 acres, more or less without Exceptions (1) and (2), and subject to the rights of the public over said Bergrin Road and subject to one including use of a Private Road Easement, as described in Exhibit C. Also subject to Drainage Easement A, Drainage Easement B, Drainage Easement C, and Drainage Easement D, as described in Exhibit C. Also subject to Utility Easement A, Utility Easement B, Utility Easement C, and Utility Easement D, as described in said Exhibit C. Also subject to any other easements or restrictions of record.

EXCEPTION 1

Part of the Northwest 1/4 of Section 31, 13th-8th, Hartland Township, Livingston County, Michigan, more particularly described as follows: Commencing at the North 1/4 Corner of said Section 31; thence along the centerline of Bergrin Road (50 foot 1/2 wide Right of Way) and the North Line of said Section 31, S 87°50'36" W, 658.57 feet; thence S 02°30'10" E, 330.00 feet; thence along the North Line of said Section 31, S 02°30'10" E, 68.00 feet; thence S 02°30'10" E, 330.00 feet; thence N 02°30'10" E, 68.00 feet; to the POINT OF BEGINNING of the Exception to be described; thence S 02°30'10" E, 437.67 feet; thence S 87°50'36" W, 600.00 feet; thence N 58°03'32" W, 299.55 feet; thence N 02°30'10" E, 220.10 feet; thence along the Southern Right of Way of said Easement, N 87°50'36" E, 648.29 feet; to the POINT OF BEGINNING; Containing 805 acres, more or less, and including use of a Private Road Easement as described in a survey by Boss Engineering Company, Job No. 97726-2, as recorded in Liber 2885, pages 828-842, Livingston County Records. Also subject to and including the use of Utility Easement B as described in a survey by Boss Engineering Company, Job No. 97726-2, as recorded in Liber 2885, pages 828-842, Livingston County Records. Also including the use of Utility Easement A, C, D, E, F and G, as described in a survey by Boss Engineering Company, Job No. 97726-2, as recorded in Liber 2885, pages 828-842, Livingston County Records. Also subject to Drainage Easement for Wilkins Rehabilitation B as described in a survey by Boss Engineering Company, Job No. 97726-2, as recorded in Liber 2885, pages 828-842, Livingston County Records. Also subject to any other easements or restrictions of record.

EXCEPTION 2

Part of the Northwest 1/4 of Section 31, 13th-8th, Hartland Township, Livingston County, Michigan, more particularly described as follows: Commencing at the North 1/4 Corner of said Section 31; thence along the centerline of Bergrin Road (50 foot 1/2 wide Right of Way) and the North Line of said Section 31, S 87°50'36" W, 1338.19 feet; thence along the West Line of the East 1/2 of the Northeast 1/4 of said Section 31, S 02°30'10" E, 241.72 feet; thence along the East-West 1/4 Line of said Section 31, S 02°30'10" E, 2405.22 feet; thence N 01°15'51" W, 448.00 feet; thence S 87°50'36" W, 228.75 feet; thence along the Southern Right of Way of a Private Road Easement on the following line (2) courses, (1) Southwesterly on an arc with a radius of 57.52 feet, a volume of 75.00 feet, a central angle of 43°58'44", and a long chord which bears S 30°07'46" E, 56.12 feet; (2) Southwesterly along an arc with a radius of 75.00 feet, a central angle of 26°35'28", and a long chord which bears S 81°03'16" E, 108.00 feet; thence continuing along said Westerly Right of Way along the following six (6) courses: (1) Northwesterly on an arc with a radius of 57.52 feet, a volume of 75.00 feet, a central angle of 43°58'44", and a long chord which bears N 13°48'38" E, 56.12 feet; (2) thence N 08°09'24" W, 376.64 feet; (3) Southwesterly on an arc with a radius of 507.00 feet, a central angle of 08°47'19", and a long chord which bears N 12°50'34" W, 55.71 feet; (4) N 16°51'43" W, 437.80 feet; (5) S 68.19 feet on an arc with a radius of 267.00 feet, a central angle of 14°12'17", and a long chord which bears N 23°57'52" W, 66.02 feet; (6) and N 31°04'00" W, 127.47 feet; thence S 58°58'00" W, 58.35 feet; thence along the West Line of the East 1/2 of said Section 31, N 02°53'40" W, 125.52 feet; thence along the centerline of Bergrin Road (50 foot 1/2 Right of Way) and the North Line of said Section 31, N 87°50'36" E, 165.00 feet; thence S 02°30'10" E, 284.00 feet; thence N 87°50'36" E, 165.00 feet; thence N 02°30'10" E, 284.00 feet; thence along the centerline of Bergrin Road and the North Line of said Section 31, N 87°50'36" E, 172.03 feet; thence S 02°30'10" E, 330.00 feet; thence along the North Line of said Section 31, N 02°30'10" E, 172.03 feet; thence S 02°30'10" E, 284.00 feet; thence N 02°30'10" E, 330.00 feet; thence along the centerline of Bergrin Road (50 foot 1/2 Right of Way) and the North Line of said Section 31, N 87°50'36" E, 594.57 feet; thence S 02°30'10" E, 330.00 feet; thence N 02°30'10" E, 594.57 feet; thence along the centerline of Bergrin Road (50 foot 1/2 Right of Way) and the North Line of said Section 31, N 87°50'36" E, 129.50 feet; thence S 02°30'10" E, 225.50 feet; thence N 87°51'05" E, 287.44 feet; to the POINT OF BEGINNING, Containing 602 acres, more or less, and including use of a Private Road Easement as described in a survey by Boss Engineering Company, Job No. 97726-2, as recorded in Liber 2885, pages 828-842, Livingston County Records. Also subject to and including the use of Utility Easement B as described in a survey by Boss Engineering Company, Job No. 97726-2, as recorded in Liber 2885, pages 828-842, Livingston County Records. Also including the use of Utility Easement A, C, D, E, F and G, as described in a survey by Boss Engineering Company, Job No. 97726-2, as recorded in Liber 2885, pages 828-842, Livingston County Records. Also subject to Drainage Easement for Wilkins Rehabilitation B as described in a survey by Boss Engineering Company, Job No. 97726-2, as recorded in Liber 2885, pages 828-842, Livingston County Records. Also subject to any other easements or restrictions of record.

LIVINGSTON COUNTY REGISTER OF DEEDS
THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED IN CONFORMANCE WITH THE PROVISIONS OF THE ACTS RELATING TO THE RECORDING OF SUBDIVISION PLANS. THE SHEET AND THE SURVEYOR'S CERTIFICATE ON SHEET 2.

DRAWING INDEX	
SHEET NO.	DESCRIPTION
1	COVER SHEET
2	SURVEY PLAN
3	SITE PLAN
4	SITE PLAN
5	SITE PLAN
6	SITE PLAN
7	SITE PLAN
8	SITE PLAN
9	UTILITY PLAN
10	UTILITY PLAN
11	UTILITY PLAN
12	UTILITY PLAN
13	UTILITY PLAN
14	UTILITY PLAN
15	UNIT AREA & PERMETER PLAN
16	UNIT AREA & PERMETER PLAN
17	UNIT AREA & PERMETER PLAN
18	UNIT AREA & PERMETER PLAN
19	UNIT AREA & PERMETER PLAN
20	UNIT AREA & PERMETER PLAN
21	COMPOSITE PLAN

NOTES:
ALL STRUCTURES AND IMPROVEMENTS SHOWN EITHER HAVE BEEN CONSTRUCTED OR MUST BE BUILT.

PREPARED BY:

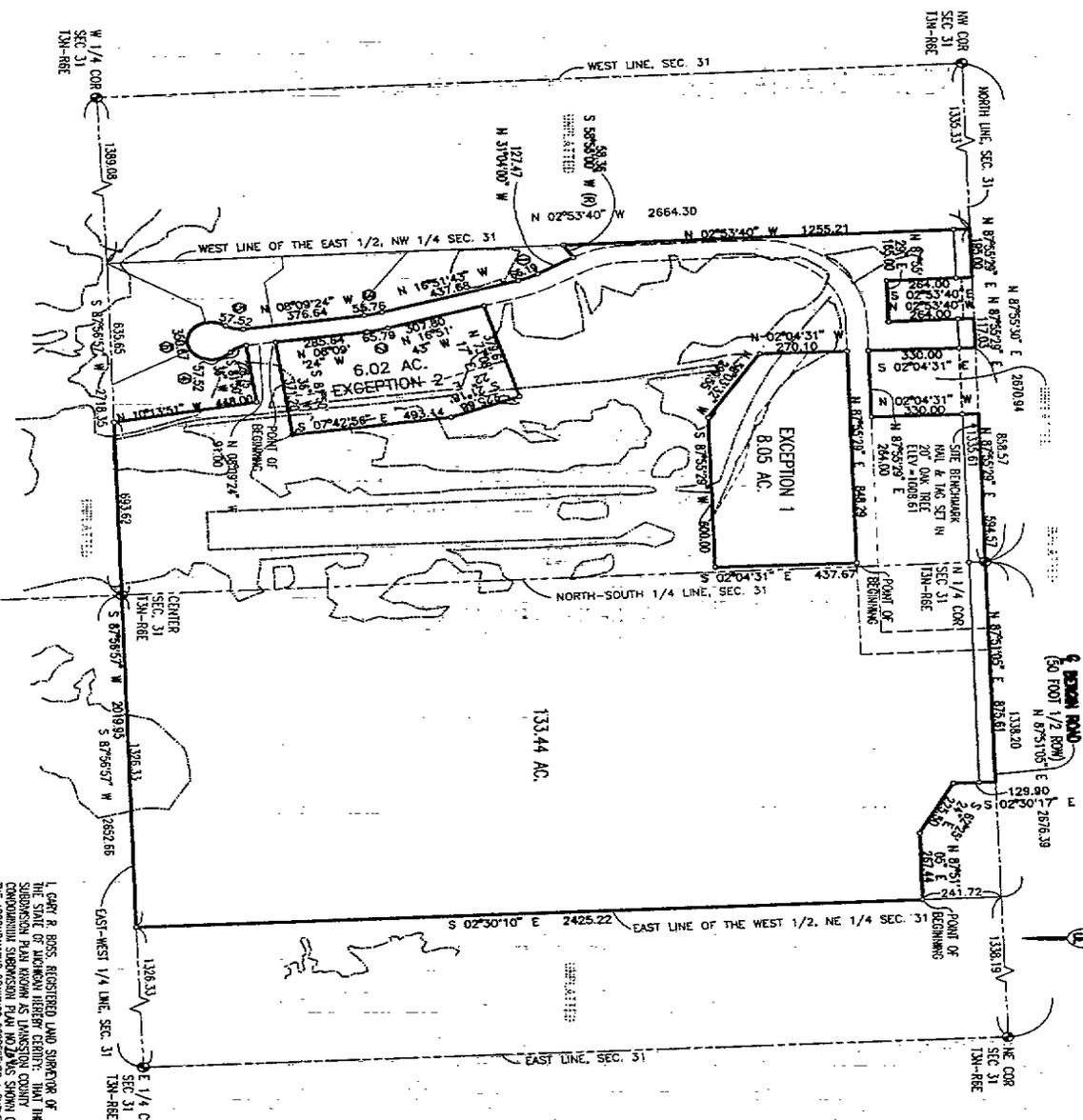


BOSS ENGINEERING
ENGINEERS, SURVEYORS & PLANNERS
LANDSCAPE ARCHITECTS
10000 WOODLAND AVENUE, SUITE 100, WOODLAND, MICHIGAN 48091
734-943-8800 FAX 734-943-8801
WWW.BOSSENGINEERING.COM

PROPOSED AS OF MAY 5, 2000
MUST BE BUILT

SURVEY PLAN

SCALE: 1 INCH = 200 FEET

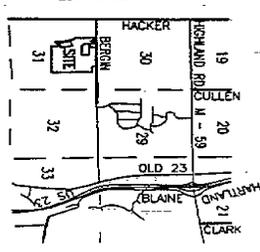
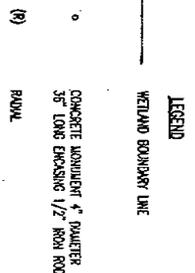


CURVE	RADIUS	CENTRAL ANGLE	CHORD LENGTH	CHORD BEARING	BEARING LOCATION
1	287.00	14°12'17"	86.19	86.02	N 235°52' W
2	431.00	08°42'19"	65.79	65.73	N 123°30'31" W
3	361.00	08°42'19"	55.76	55.71	N 123°30'31" W
4	75.00	43°58'44"	57.52	58.12	S 30°07'46" E
5	75.00	43°58'44"	57.52	58.12	N 13°48'59" E
6	75.00	26°53'28"	30.87	108.00	S 81°50'36" W

I, GARY R. BOSS, REGISTERED LAND SURVEYOR OF THE STATE OF ILLINOIS HEREBY CERTIFY THAT THE SUBMISSION FURNISHED AS INDICATED ON THE ACCOMPANYING BEARINGS, DISTANCES, AND MONUMENTS AND NOW WORKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROULGATED UNDER SECTION 142 OF ACT NUMBER 99 OF THE PUBLIC ACTS OF 1978. THAT THE MONUMENTS OF THIS SURVEY AS SHOWN ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROULGATED UNDER SECTION 142 OF ACT NUMBER 99 OF THE PUBLIC ACTS OF 1978.

9/10/00 Gary R. Boss
 DATE SURVEYOR REGISTRATION NO. 17022

- NOTES:
1. ALL ROADS ARE PRIVATE ROADS.
 2. ALL PRIVATE ROAD ROW'S & OPEN SPACED ARE ARE.
 3. BEARINGS WERE ESTABLISHED FROM A SOURCE RECORDED IN LIBERT 2448 ON PAGES 633 & 634 OF THE ILLINOIS COUNTY RECORDS.
 4. FOR EASEMENTS NOT SHOWN SEE UTILITY PLANS.
 5. THE SUBJECT PROPERTY DOES NOT APPEAR ON ANY FLOOD INSURANCE RATE MAP FOR HANCOCK TOWNSHIP PER THE NATIONAL FLOOD INSURANCE RATE PROGRAM. NO FLOOD ZONE DESIGNATION HAS BEEN DETERMINED.

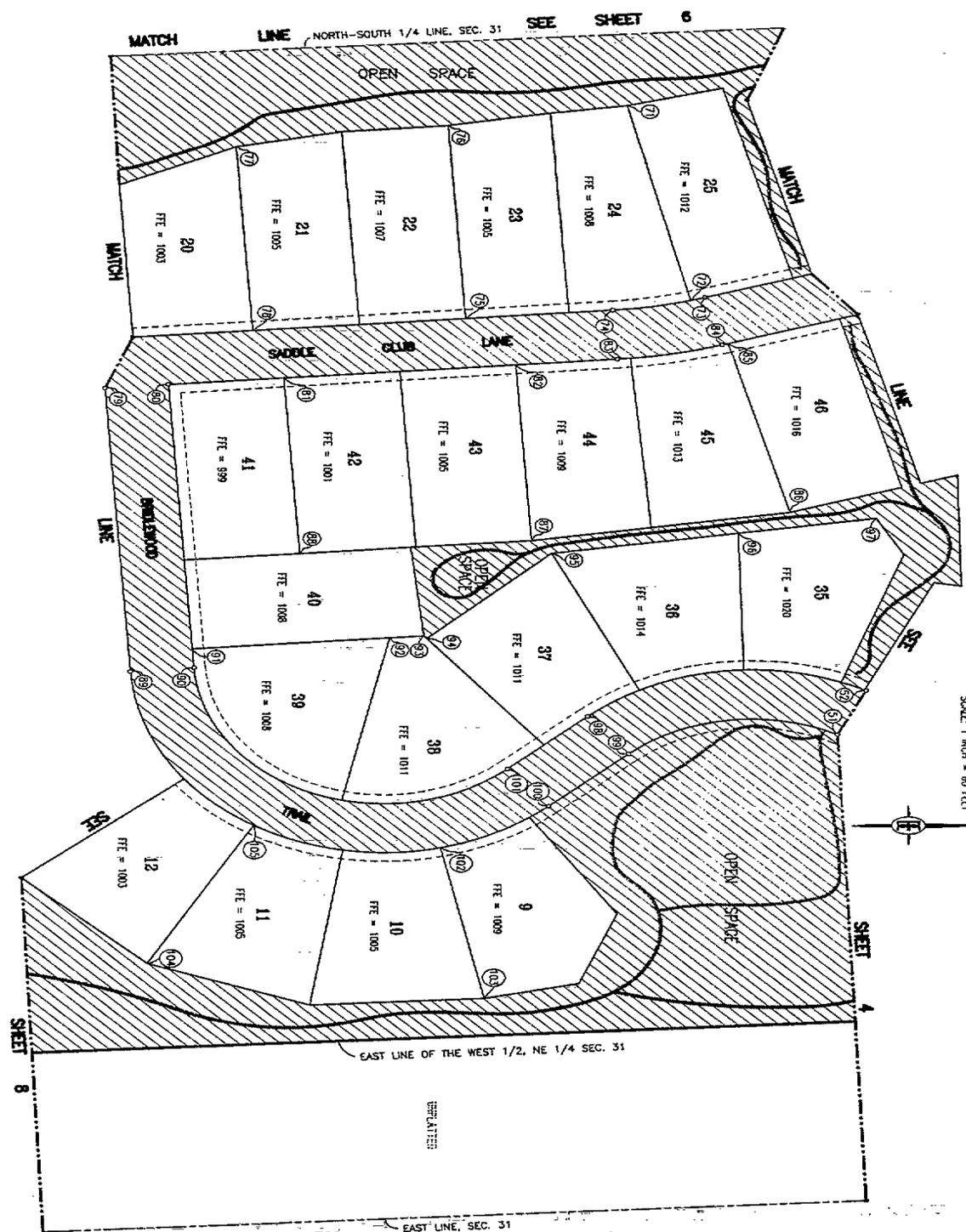


PROPOSED AS OF MAY 5, 2000
 MUST BE PAID

	CLIENT	HARTLAND ASSOCIATES L.L.C.	BOSS ENGINEERING ENGINEERS • SURVEYORS • PLANNERS LANDSCAPE ARCHITECTS
	PROJECT	FOLDENAUER FARMS	
	TITLE	SURVEY PLAN	
DRAWN BY: SEC CHECKED BY: SEC SCALE: 1" = 200' JOB NO. 97716 DATE: 05/05/00 FIELD NO.	REVISION DATE	HONELL OFFICE 3121 E. GRAND RIVER AVE. HONELL, IL 60843 (815) 244-4430 FAX: (815) 244-1570 (800) 246-4733 E-MAIL: bosseng@earth.net	WEST BLOOMFIELD OFFICE 7125 CHICAGO LAKE RD. SUITE 106 WEST BLOOMFIELD, IL 60093 (248) 249-8025 FAX: (248) 249-9480

SITE PLAN

SCALE 1" = 60 FEET



NO.	NORTHING	EASTING
51	4117.89	3312.92
52	4147.81	3254.09
71	3904.09	2468.27
72	3968.65	2230.24
73	3983.03	2726.45
74	3987.80	2742.78
75	3735.52	2752.88
76	3718.32	2493.45
77	3499.00	2520.39
78	3515.38	2767.47
79	3361.88	2843.79
80	3472.84	2839.42
81	3547.58	2831.48
82	3787.05	2815.80
83	3892.17	2868.84
84	4006.81	2788.33
85	4078.20	3014.32
86	3802.60	3050.09
88	3363.12	3065.97
89	3387.16	3223.82
90	3463.01	3219.16
91	3451.32	3193.84
92	3655.58	3180.10
93	3680.80	3177.77
94	3694.01	3181.80
95	3823.14	3087.82
96	4016.88	3041.63
98	3859.49	3087.11
99	3901.93	3072.87
100	3918.70	3407.84
101	3776.76	3358.80
102	3705.49	3482.80
103	3403.73	3018.05
104	3403.73	3018.05
105	3518.71	3018.05

LEGEND

LOT NUMBER

GENERAL COMMON ELEMENT

COORDINATE POINT W/ DESCRIPTION NUMBER

CONCRETE MONUMENT & DWAIVER 3/8" LONG EXPOSING 1/2" IRON ROD

WINDUP TRAIL (GENERAL COMMON ELEMENT) EASEMENT

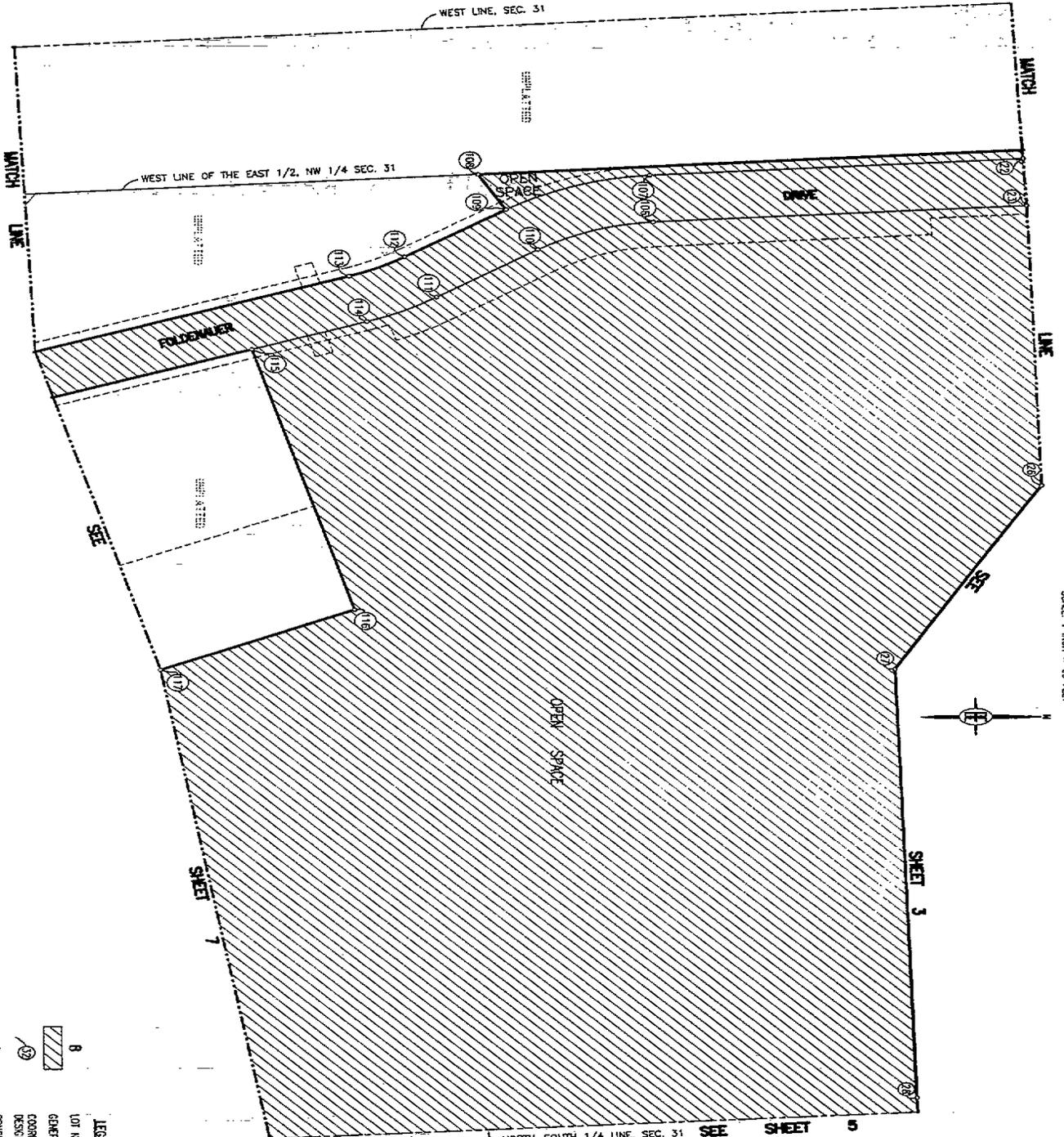
PROPOSED AS OF MAY 5, 2000
MUST BE BUILT

	CLIENT	HARTLAND ASSOCIATES L.L.C.
	PROJECT	FOLDENAUER FARMS
	TITLE	SITE PLAN
DATE	REVISION	HATCH

BOSS ENGINEERING
ENGINEERS • SURVEYORS • PLANNERS
LANDSCAPE ARCHITECTS

HOWELL OFFICE: 3151 E. GRAND BRIDGE AVE. HOWELL, NJ 08860 (201)244-4300 FAX (201)244-1870 (800)244-8705 E-MAIL: bosseng@earthlink.net

WEST BLOOMFIELD OFFICE: 7125 DORCHESTER LANE, 50 WEST BLOOMFIELD, NJ 08833 (201)244-8053 FAX (201)244-8480



SITE PLAN

SCALE: 1 INCH = 60 FEET



LINE NORTH-SOUTH 1/4 LINE, SEC. 31

NO.	BORING	EXISTING
22	4184.76	1035.49
23	4188.09	1102.41
26	4202.92	1491.82
27	4044.44	1745.81
28	4066.17	2345.42
106	3786.17	1122.73
107	3782.83	1055.81
108	3597.69	1054.16
109	3827.81	1104.15
110	3681.87	1180.88
111	3532.68	1226.47
112	3518.62	1169.93
113	3458.28	1156.75
115	3353.13	1259.91
116	3463.24	1650.87
117	3252.99	1742.87

- LEGEND**
- LOT NUMBER
 - GENERAL COMMON ELEMENT
 - COORDINATE POINT #/ DESCRIPTION NUMBER
 - CONCRETE MONUMENT & DIMENSION
 - 36" LONG ENCLAVING 1/2" IRON ROD EVIDENT

PROPOSED AS OF MAY 5, 2000
MUST BE BUILT

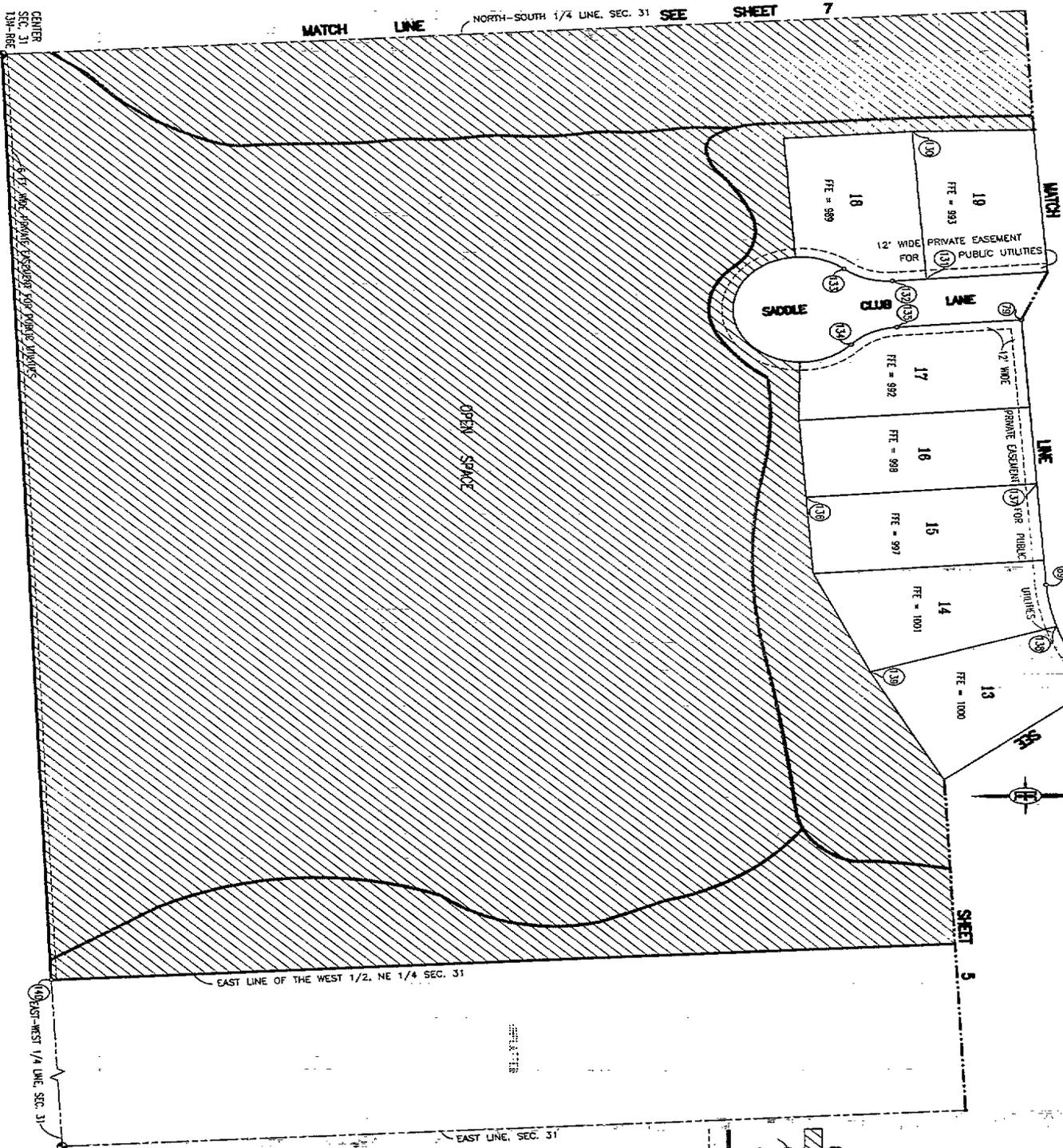
CLIENT	HARTLAND ASSOCIATES L.L.C.
PROJECT	FOLDENAUER FARMS
TITLE	SITE PLAN
DATE	
REVISION	
NO. CHECK	

BOSS ENGINEERING
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LANDSCAPE ARCHITECTS

HOWELL OFFICE
3121 E. GRAND RIVER AVE., HOWELL, MI 48843
(517)546-4836 FAX (517)548-1870 (800)246-8735
E-MAIL: bosseng@earthlink.net

WEST BLDG/FIELD OFFICE
7125 ORCHARD LAKE RD., SUITE 108
WEST BLDG/FIELD, MI 48322
(248)368-9025 FAX (248)368-9460

6



SITE PLAN

SCALE 1" = 80 FEET



LIST OF COORDINATES

NO.	NORTHING	EASTING
79	338,198	284,579
80	338,716	322,552
100	324,371	257,195
131	325,780	278,455
132	320,244	278,004
133	318,832	276,533
134	317,407	287,729
135	322,451	285,289
136	312,099	308,514
137	337,753	328,327
138	339,818	328,337
139	319,266	334,654
140	228,543	379,271

- LEGEND**
- 8 LOT NUMBER
 - GENERAL COMMON ELEMENT
 - CONCRETE POINT W/ DESIGNATION NUMBER
 - CONCRETE MONUMENT & QUARTER 3/8" LONG ENCLASING 1/2" IRON ROD
 - MONUMENT FROM GENERAL COMMON ELEMENT EASEMENT

PROPOSED AS OF MAY 3, 2000
MUST BE BUILT

CLIENT HARTLAND ASSOCIATES L.L.C.	PROJECT FOLDENAUER FARMS	TITLE SITE PLAN
DATE	REVISION	NO. BY

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LANDSCAPE ARCHITECTS

HOWELL OFFICE: 3121 E. GRAND RIVER AVE. HOWELL, MI 48843 (313)244-4534 FAX (313)244-1270 (800)246-8755 E-MAIL: bosseng@earthlink.net

WEST B. CORNFIELD OFFICE: 7125 ORCHARD LANE RD. SUITE 108 WEST BLOOMFIELD, MI 48322 (248)228-0055 FAX (248)228-9440

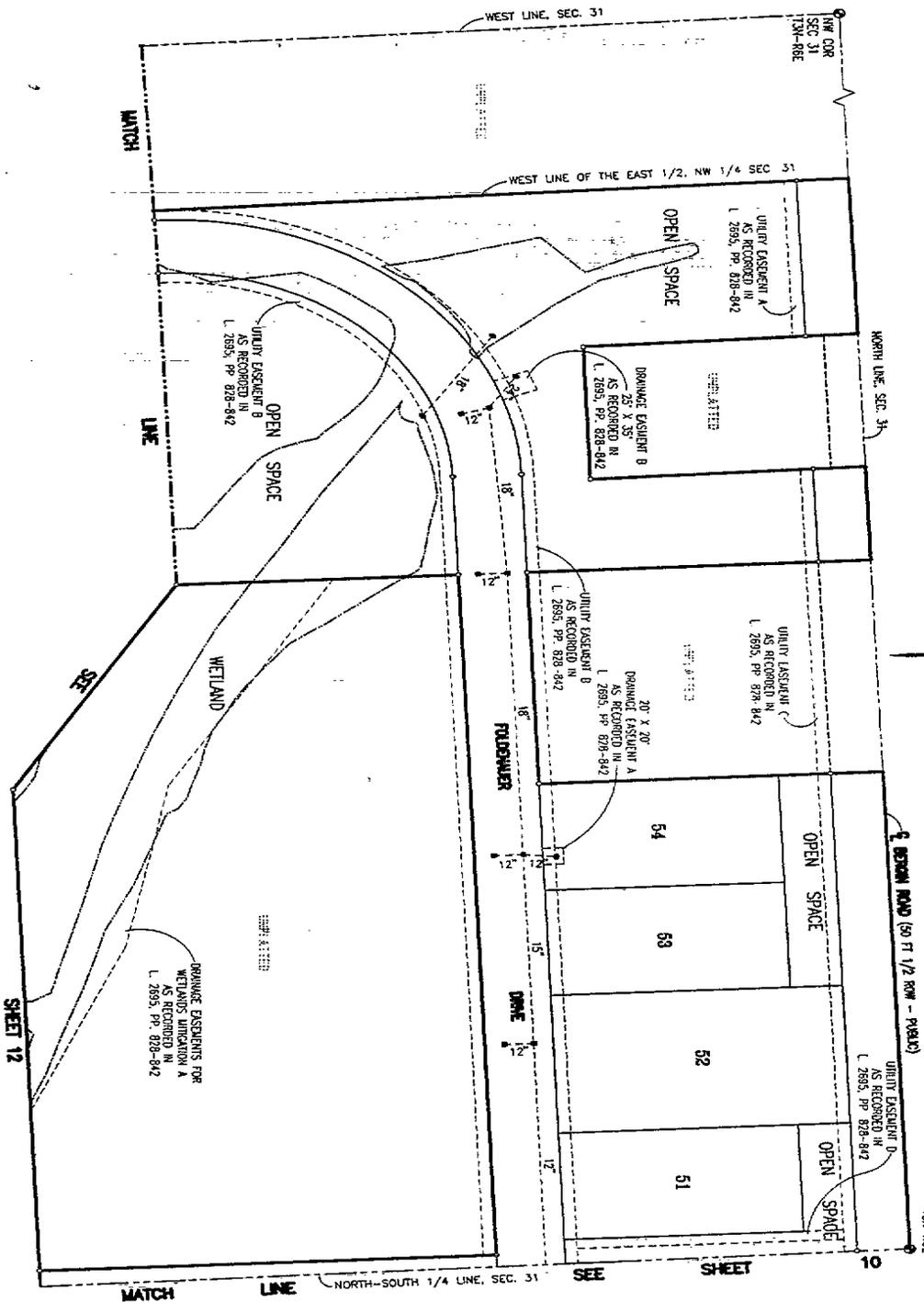


DRAWN BY: [Name]
CHECKED BY: [Name]
SCALE: 1" = 80'
JOB NO.: 9778
DATE: 07/05/00
PLANNING DEPARTMENT
BOSS ENGINEERING

UTILITY PLAN

SCALE 1" = 80 FEET

N 1/4 COR
SEC 31
134-66E



UTILITY NOTES

1. ALL STORM SEWER WILL BE 12" C-75 CLASS IV REINFORCED CONCRETE PIPE ON CLASS 'B' CSP, UNLESS OTHERWISE NOTED.
2. PUBLIC UTILITIES MAY BE PLACED WITHIN THE R/W TO PRESERVE EXISTING TREES OR TOPOGRAPHY. FINAL LOCATION OF UTILITY EASEMENTS WILL BE SHOWN ON AS-BUILT EXHIBIT 'B' TO THE MASTER DEED.
3. GAS-CONSUMERS POWER COMPANY, TELEPHONE-DETROIT EDISON COMPANY, CABLE-HUNT-CADDOUSON.
4. EACH UNIT SHALL BE SERVED BY AN INDIVIDUAL SEPTIC FIELD LOCATION & SIZE OF THE SEPTIC FIELD IS SUBJECT TO APPROVAL OF THE LINCOLN COUNTY HEALTH DEPARTMENT.
5. EACH UNIT SHALL BE SERVED BY AN INDIVIDUAL WELL. EACH WELL LOCATION & DEPTH ARE SUBJECT TO APPROVAL OF THE LCRD.

- LEGEND**
- LOT NUMBER
 - CONCRETE MANHOLE & QUARTER
 - 36" LONG DRAINAGE 1/2" R/W FROM ROAD
 - STORM SEWER EASEMENT
 - WETLAND BOUNDARY

PROPOSED AS OF MAY 5, 2000
MUST BE BUILT

	CLIENT	HARTLAND ASSOCIATES L.L.C.
	PROJECT	FOLDENAUER FARMS
	TITLE	UTILITY PLAN
DATE		

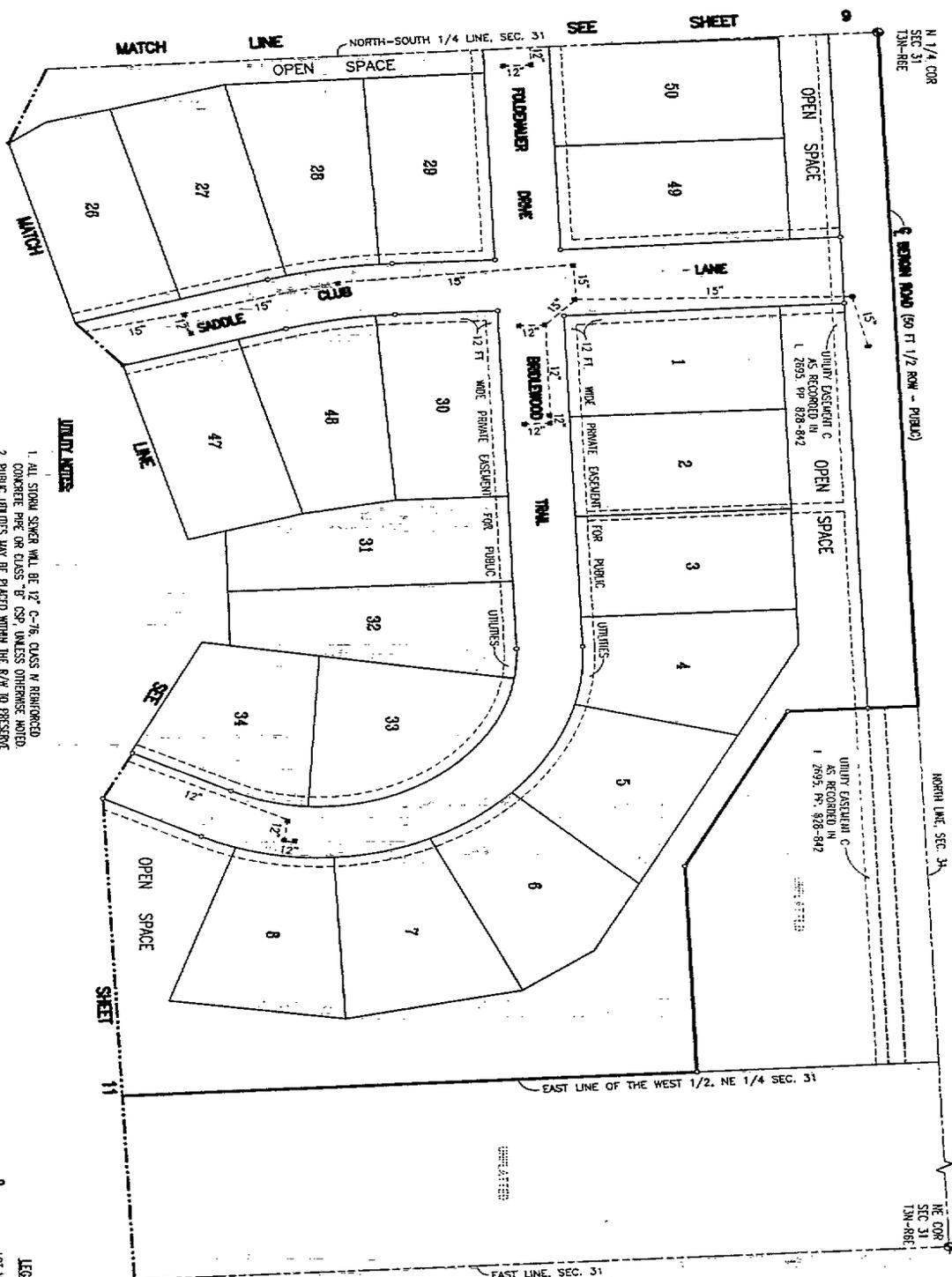
BOSS ENGINEERING
ENGINEERS • SURVEYORS • PLANNERS
LANDSCAPE ARCHITECTS

HONOLULU OFFICE: 2121 OCEAN DRIVE AVE. HONOLULU, HI 96843
(813)544-4638 FAX (813)744-1170 (808)244-6700
E-MAIL: bosseng@earthlink.net

WEST BLOOMFIELD OFFICE: 7123 CROFTWOOD LANE, SUITE 100
WEST BLOOMFIELD, MI 48312
(248)232-6032 FAX (248)232-8460

UTILITY PLAN

SCALE: 1" = 60 FEET



UTILITY NOTES

1. ALL STORM SEWER SHALL BE 12" C-76 CLASS IV REINFORCED CONCRETE PIPE OR CLASS "B" CSP, UNLESS OTHERWISE NOTED.
2. PUBLIC UTILITIES MAY BE PLACED WITHIN THE R/W TO PRESERVE EXISTING TREES OR TOPOGRAPHY. FINAL LOCATION OF UTILITY EASEMENTS WILL BE SHOWN ON AS-BUILT EXHIBIT "B" TO THE MASTER DEED.
3. GAS-CONSUMERS POWER COMPANY.
4. ELECTRIC-DETROIT EDISON COMPANY.
5. TELEPHONE-AERITECH.
6. CABLE-MULTI-CABLEVISION.
7. ALL UTILITIES SHALL BE SHOWN ON AS-BUILT DRAWINGS.
8. EACH LOT SHALL BE SERVED BY AN INDIVIDUAL SEPTIC FIELD. LOCATION & SIZE OF THE SEPTIC FIELD IS SUBJECT TO APPROVAL OF THE LANSING COUNTY HEALTH DEPARTMENT.
9. EACH UNIT SHALL BE SERVED BY AN INDIVIDUAL WELL. EACH WELL LOCATION & DEPTH ARE SUBJECT TO APPROVAL OF THE LANSING COUNTY HEALTH DEPARTMENT.

LEGEND

LOT NUMBER

CONCRETE MONUMENT 4" DIAMETER 36" LONG ENCASED 1/2" RIBBON ROAD

STORM SEWER

ESSENTIAL

PROCESSED AS OF MAY 5, 2000

DATE	10
CLIENT	HARTLAND ASSOCIATES L.L.C.
PROJECT	FOLDENAUER FARMS
TITLE	UTILITY PLAN
REVISION	
DATE	

BOSS ENGINEERING
ENGINEERS • SURVEYORS • PLANNERS
LANDSCAPE ARCHITECTS

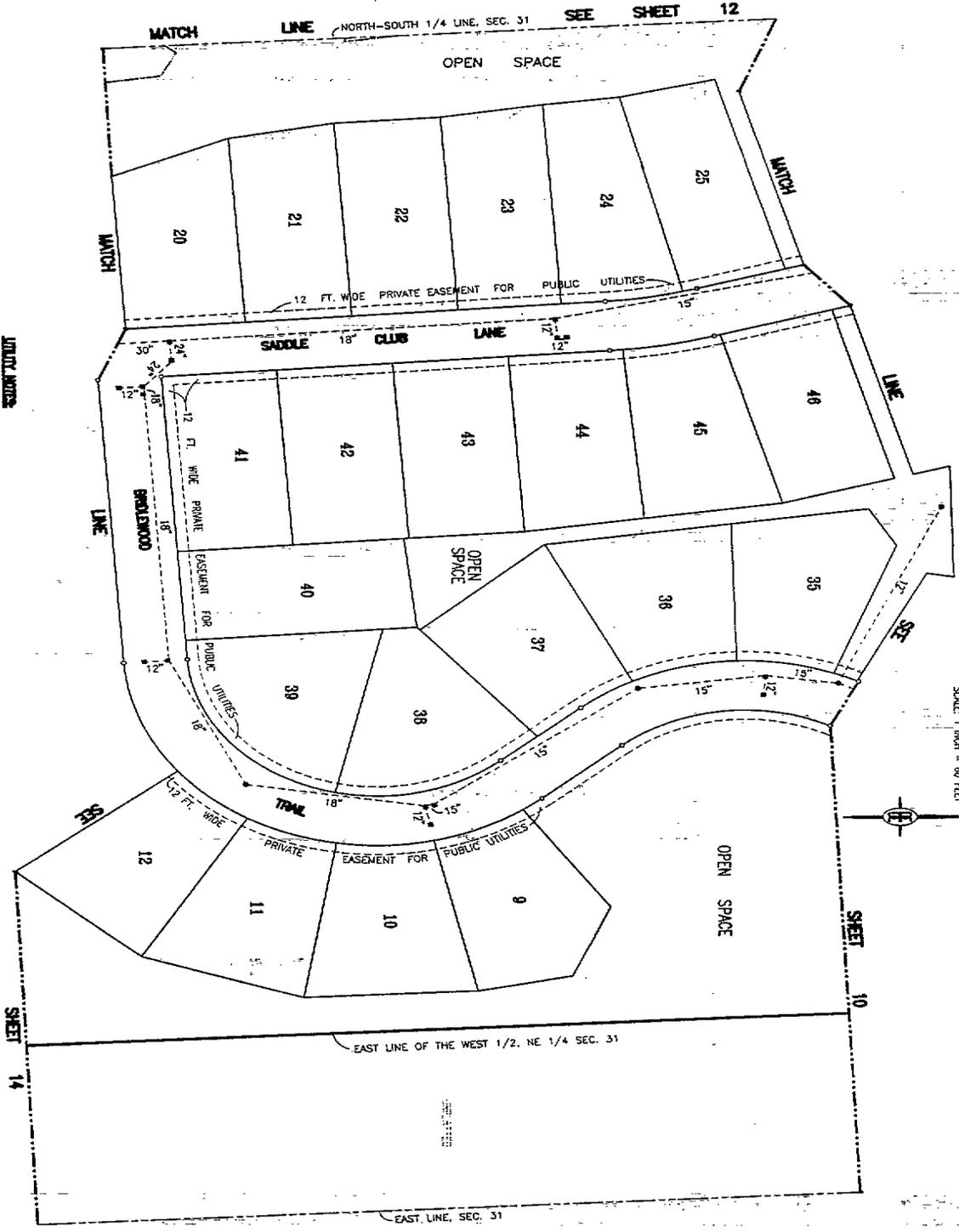
HOWELL OFFICE:
3121 E. GRAND RIVER AVE. HOWELL, MI 48843
(317)244-4636 FAX (317)244-1870 (248)244-4725
E-MAIL: bosseng@earthlink.net

WEST BLOOMFIELD OFFICE:
7125 ORCHARD LAKE RD. SUITE 108
WEST BLOOMFIELD, MI 48322
(248)228-9055 FAX (248)228-9480



UTILITY PLAN

SCALE: 1" = 80 FEET



1. ALL STORM SEWER WILL BE 12" C-75 CLASS IV REINFORCED CONCRETE PIPE OR CLASS "B" CSP, UNLESS OTHERWISE NOTED.
2. PUBLIC UTILITIES MAY BE PLACED WITHIN THE R/W TO PRESERVE EXISTING TREES OR TOPOGRAPHY. TRAIL LOCATION OF UTILITY EASEMENTS WILL BE SHOWN ON AS-BUILT EXHIBIT "B" TO THE MASTER DEED.
3. GAS-CONSUMERS POWER COMPANY, ELECTRIC-DETROIT EDISON COMPANY, TELEPHONE-AURITCH, CABLE-NET-CABLEVISION.
4. ALL UTILITIES SHALL BE SHOWN ON AS-BUILT DRAWINGS. EACH UNIT SHALL BE SERVICED BY AN INDIVIDUAL SEPTIC FIELD. LOCATION & SIZE OF THE SEPTIC FIELD IS SUBJECT TO APPROVAL OF THE LINCOLN COUNTY HEALTH DEPARTMENT.
5. EACH UNIT SHALL BE SERVICED BY AN INDIVIDUAL WELL. EACH WELL LOCATION & DEPTH ARE SUBJECT TO APPROVAL OF THE LICD.

LEGEND

LOT NUMBER

CONCRETE PIPING 4" DIAMETER

36" LONG ENCASED 1/2" R/W R/W

STORM SEWER ESTABLISHMENT

PROPOSED AS OF MAY 5, 2000
MUST BE BUILT

SHEET NO. 11 DATE: 06/04/20 JOB NO. 97728 DRAWN BY: BSK CHECKED BY: BSK SCALE: 1" = 80' DATE: 06/04/20 JOB NO. 97728 DRAWN BY: BSK CHECKED BY: BSK	CLIENT	HARTLAND ASSOCIATES L.L.C.
	PROJECT	FOLDENAUER FARMS
	TITLE	UTILITY PLAN
	REVISION	DATE

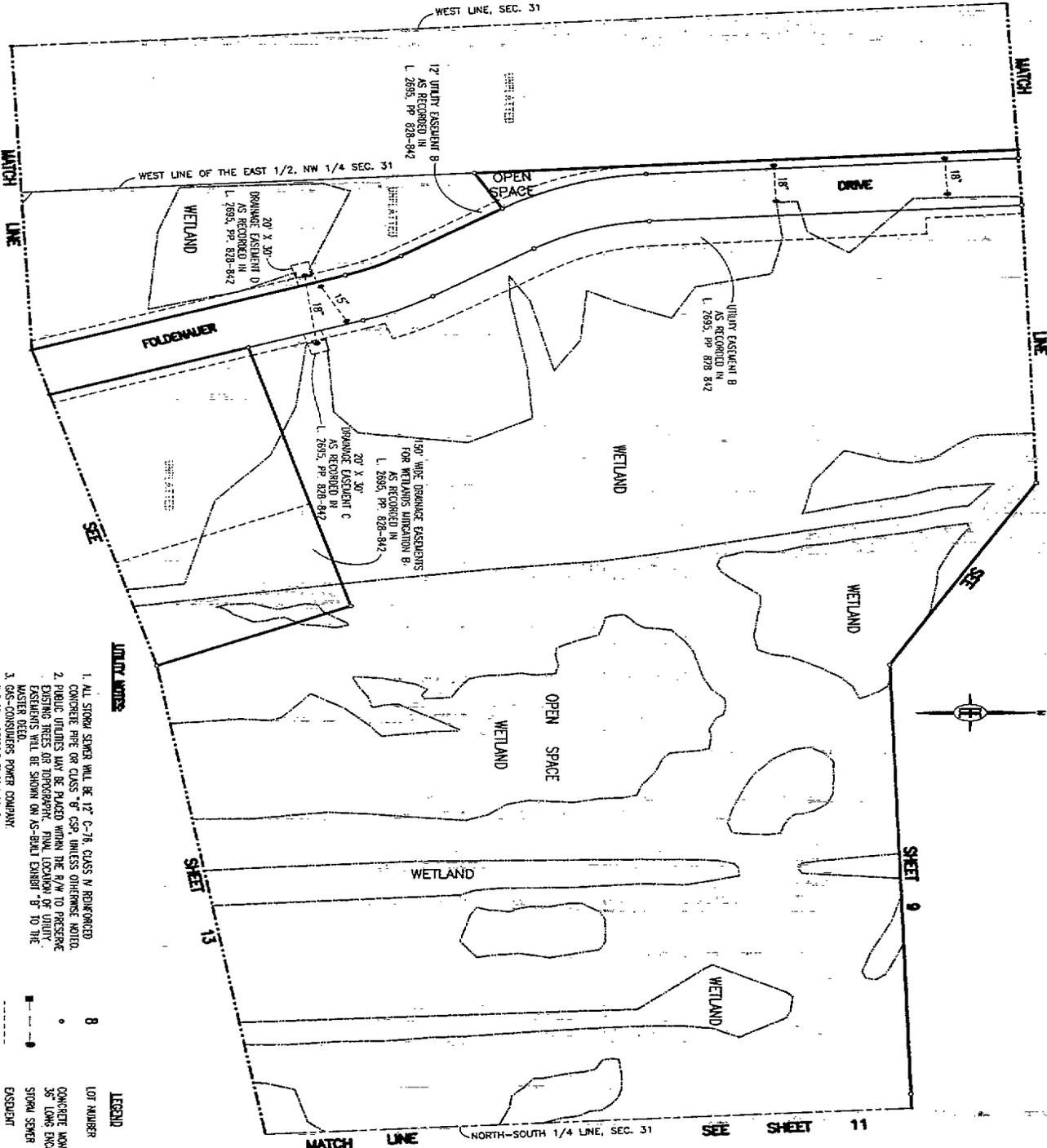
BOSS ENGINEERING
ENGINEERS • SURVEYORS • PLANNERS
LANDSCAPE ARCHITECTS

HOWELL OFFICE: 3121 E. GRAND RIVER AVE., HOWELL, MI 48843
(517)344-8634 FAX: (517)344-1870 (800)250-6733
E-MAIL: bosseng@earthlink.net

WEST GLOUCESTER OFFICE: 7123 GOSWOLD LAKE RD., SUITE 108
WEST GLOUCESTER, MI 48322
(248)228-8055 FAX: (248)228-9480

UTILITY PLAN

SCALE 1 INCH = 60 FEET



1. ALL STORM SEWERS WILL BE 12" C-78, CLASS IV REINFORCED CONCRETE PIPE OR CLASS "B" CSP UNLESS OTHERWISE NOTED.
2. PUBLIC UTILITIES MAY BE PLACED WITHIN THE R/W TO PRESERVE EXISTING TREES OR TOPOGRAPHY. FINAL LOCATION OF UTILITY EASEMENTS WILL BE SHOWN ON AS-BUILT EXHIBIT "B" TO THE MASTER DEED.
3. GAS-CONSUMERS POWER COMPANY, ELECTRIC-DETROIT Edison COMPANY, TELEPHONE-AMERITECH, CABLE-MULTI-CABLEVISION.
4. EACH UNIT SHALL BE SERVED BY AN INDIVIDUAL SEPTIC FIELD LOCATION & SIZE OF THE SEPTIC FIELD IS SUBJECT TO APPROVAL OF THE UNKANSION COUNTY HEALTH DEPARTMENT.
5. EACH UNIT SHALL BE SERVED BY AN INDIVIDUAL WELL. EACH WELL LOCATION & DEPTH ARE SUBJECT TO APPROVAL OF THE LCHD.

LEGEND

	LOT NUMBER
	CONCRETE MONUMENT & DIAMETER
	36" LONG EXPOSING 1/2" RIBBON ROD
	STORM SEWER
	EASEMENT
	WETLAND BOUNDARY

PROPOSED AS OF MAY 5, 2000
MUST BE BUILT

CLIENT	HARTLAND ASSOCIATES L.L.C.
PROJECT	FOLDENAUER FARMS
TITLE	UTILITY PLAN
DATE	
REVISION	
DATE	

BOSS ENGINEERING
ENGINEERS • SURVEYORS • PLANNERS
LANDSCAPE ARCHITECTS

HOWELL OFFICE: 3171 E. GRAND AVENUE, HOWELL, MI 48840
TEL: (517) 541-1424 FAX: (517) 541-1475 (800) 248-4735
E-MAIL: bosseng@earthlink.net

WEST BLOOMFIELD OFFICE: # 7125 DEERWOOD LANE, SUITE 108
WEST BLOOMFIELD, MI 48312
(248) 620-9055 FAX: (248) 620-9480

DATE: 12

SCALE: 1" = 60'

JOB NO: 97726

DATE: 05/05/00

PLANNING DEPARTMENT

DESIGNED BY: [Signature]

CHECKED BY: [Signature]

DATE: [Signature]

UTILITY NOTES

1. ALL STORM SEWERS WILL BE 12" C-76, CLASS N REINFORCED CONCRETE PIPE OR CLASS "B" CSP, UNLESS OTHERWISE NOTED.
2. PUBLIC UTILITIES MAY BE PLACED WITHIN THE P/W TO PRESERVE EXISTING TREES OR TO PROTECT THEM. FINAL LOCATION OF UTILITY EXISTENTS WILL BE SHOWN ON AS-BUILT EXHIBIT "B" TO THE MASTER DEED.
3. GAS - CONSUMERS POWER COMPANY, TELEPHONE - AMERICAN, CABLE - HALLT-ANDERSON.
4. EACH UNIT SHALL BE SERVICED BY AN INDIVIDUAL SEPTIC FIELD. LOCATION & SIZE OF THE SEPTIC FIELD & SUBJECT TO APPROVAL OF THE OGDENSON COUNTY HEALTH DEPARTMENT.
5. EACH UNIT SHALL BE SERVICED BY AN INDIVIDUAL WELL. EXACT WELL LOCATION & DEPTH ARE SUBJECT TO APPROVAL OF THE LODD

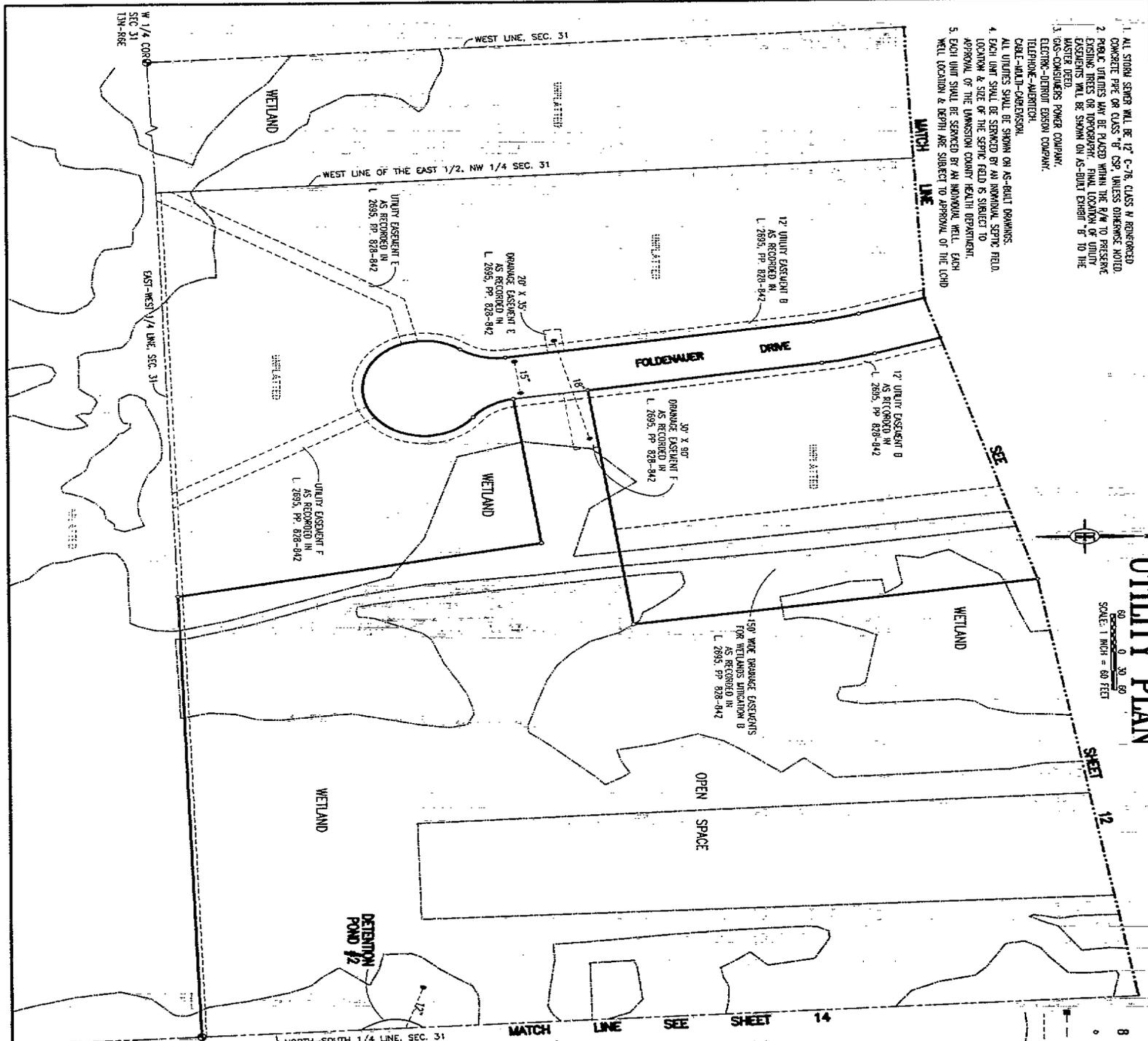
UTILITY PLAN

SCALE: 1" = 60' FEET

SHEET 12

LEGEND

- LOT NUMBER
- CONCRETE JOUHANON 4' QUARTER 36" (LOW ENCHANCE) 1/7" IRON ROD STORM SEWER ESCAPEMENT
- WETLAND BOUNDARY



PROPOSED AS OF JAN. 5, 2000
MUST BE BUILT

SHEET NO. 13

DATE	REVISION	DATE

CLIENT	HARTLAND ASSOCIATES L.L.C.
PROJECT	FOLDENAUER FARMS
TITLE	UTILITY PLAN

BOSS ENGINEERING
ENGINEERS • SURVEYORS • PLANNERS
LANDSCAPE ARCHITECTS

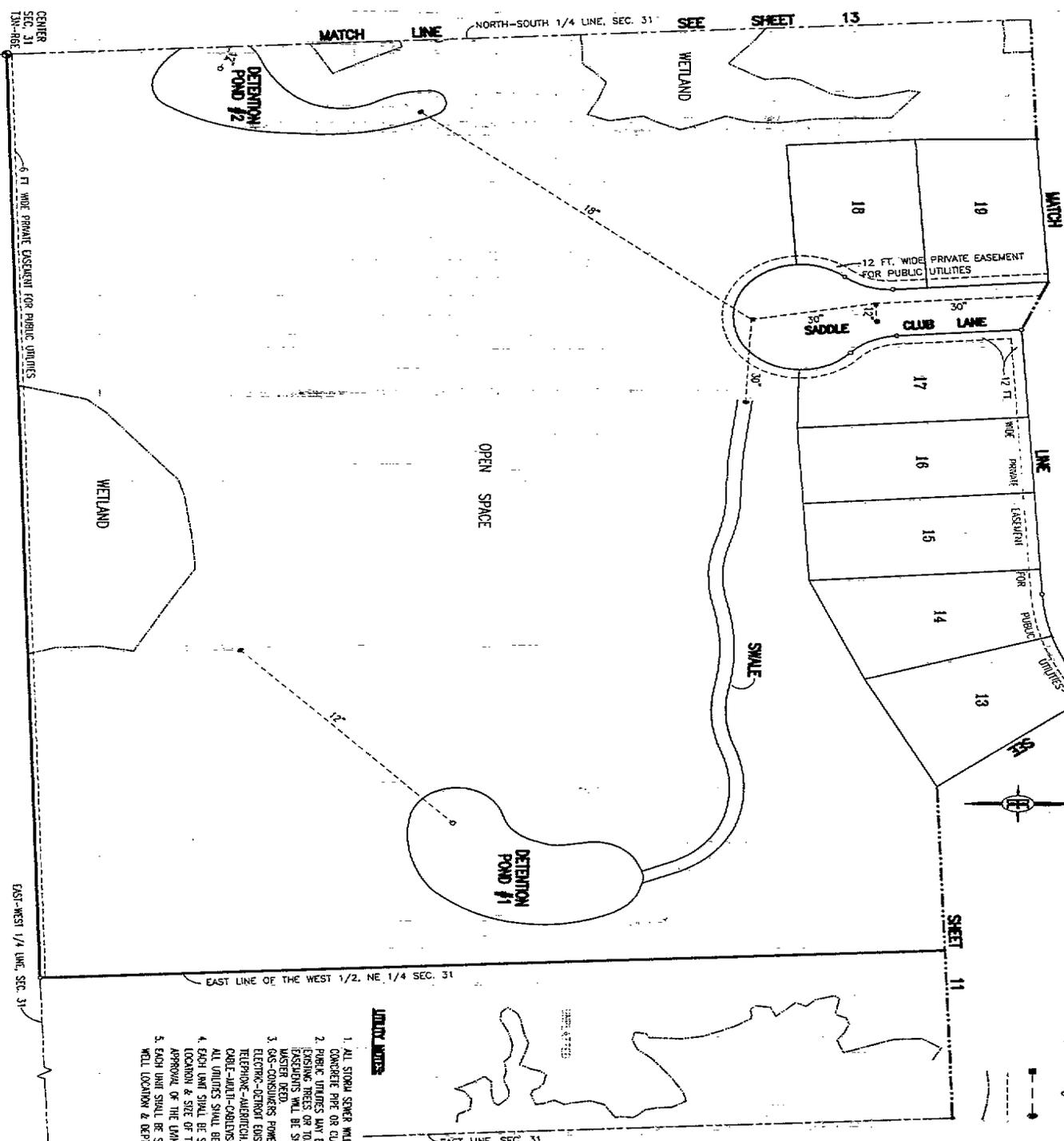
HOWELL OFFICE
3121 E. GRAND RIVER AVE. HOWELL, MI 48843
(517)244-4428 FAX (517)244-1870 T(800)246-4700
E-MAIL: bosseng@earthlink.net

WEST BLOOMFIELD OFFICE
7125 CROFTON LANE WEST BLOOMFIELD, MI 48322
(248)463-8033 FAX (248)463-8480



UTILITY PLAN

SCALE: 1" = 60 FEET



- LEGEND**
- LOT NUMBER
 - CONCRETE MANHOLE & QUARTER 36" LONG ENCASED 1/2" IRON ROD
 - STORM SEWER
 - EASEMENT
 - WETLAND BOUNDARY

- LIMIT NOTES**
1. ALL STORM SEWER WILL BE 12" C-75, CLASS IV REINFORCED CONCRETE PIPE OR CLASS "B" CSP, UNLESS OTHERWISE NOTED.
 2. PUBLIC UTILITIES MAY BE PLACED WITHIN THE R/W TO PRESERVE EXISTING TREES OR TOPOGRAPHY. FINAL LOCATION OF UTILITY EASEMENTS WILL BE SHOWN ON AS-BUILT EXHIBIT "B" TO THE MASTER PLAN.
 3. GAS-CONSULTORS POWER COMPANY, ELECTRIC-DETROIT EDISON COMPANY, TELEPHONE-ALBERTSON, CABLE-JULI-COULDERSON.
 4. ALL UTILITIES SHALL BE SHOWN ON AS-BUILT DRAWINGS.
 5. EACH UNIT SHALL BE SERVED BY AN INDIVIDUAL SERVICE FIELD LOCATION & SIZE OF THE SERVICE FIELD IS SUBJECT TO APPROVAL OF THE UMMASSION COUNTY HEALTH DEPARTMENT.
 6. EACH UNIT SHALL BE SERVED BY AN INDIVIDUAL WELL. EACH WELL LOCATION & DEPTH ARE SUBJECT TO APPROVAL OF THE LOH.

PROPOSED AS OF MAY 5, 2000

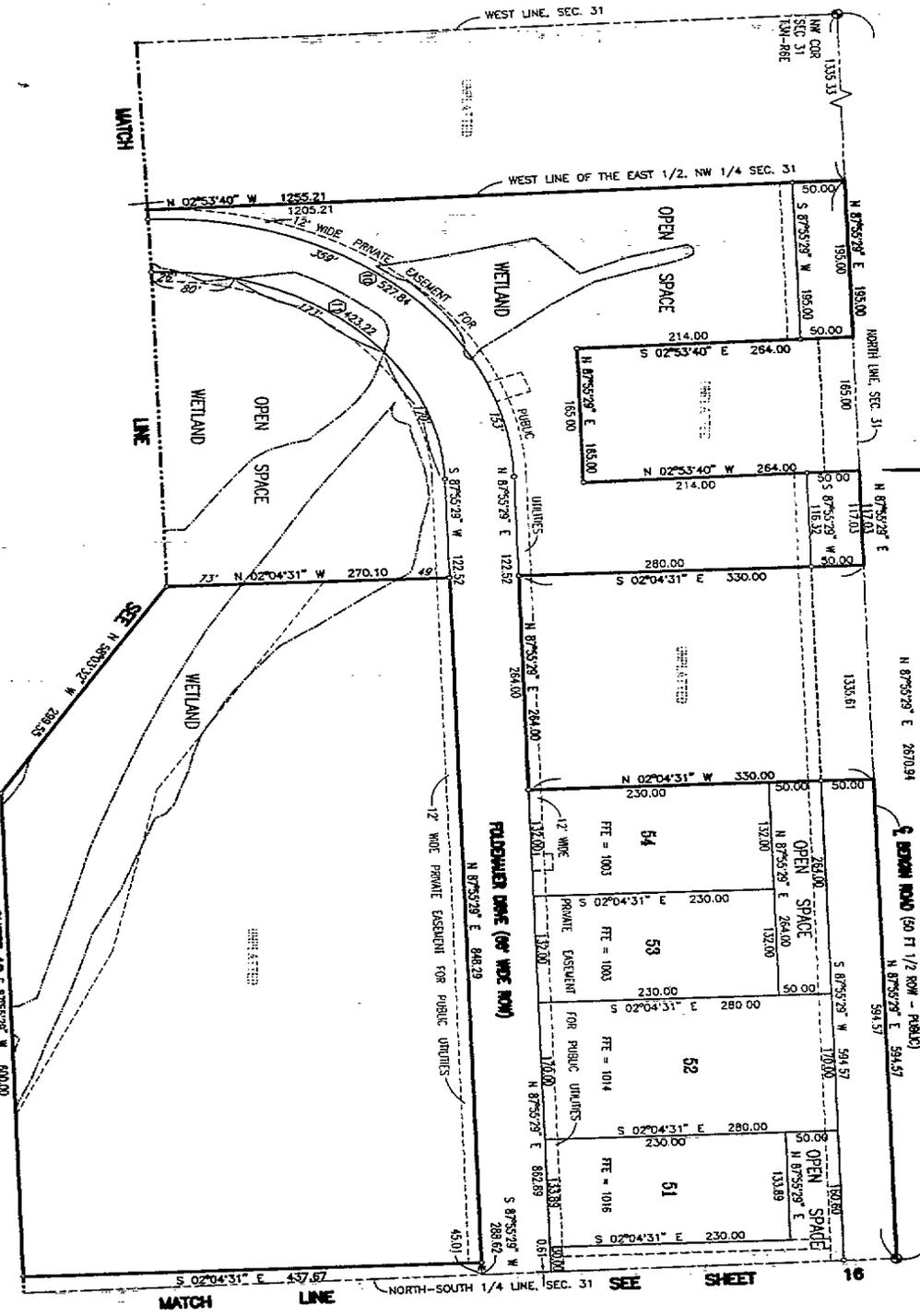
	<p>CLIENT: HARTLAND ASSOCIATES L.L.C.</p> <p>PROJECT: FOLDENAUER FARMS</p> <p>TITLE: UTILITY PLAN</p>	<p>BOSS ENGINEERING</p> <p>ENGINEERS • SURVEYORS • PLANNERS LANDSCAPE ARCHITECTS</p> <p>HOWELL OFFICE: 3120 E. GRAND RIVER AVE. HOWELL, MI 48843 (517) 544-4628 FAX (517) 548-1870 (502) 246-8733 C-MAIL: bosseng@earth.net</p> <p>WEST BLOOMFIELD OFFICE: 7125 ORCHARD LAKE RD. SUITE 108 WEST BLOOMFIELD, MI 48322 (248) 821-8088 BOSS FAX (248) 821-0480</p>
<p>DATE: 05/05/00</p> <p>SCALE: 1" = 60'</p> <p>BY: [Signature]</p> <p>CHECKED BY: [Signature]</p> <p>DATE: 05/05/00</p> <p>PROJECT: FOLDENAUER FARMS</p> <p>REVISION: [Table with 2 columns: NO., DATE]</p>		

UNIT AREA & PERIMETER PLAN

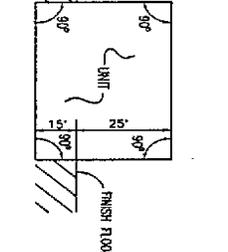
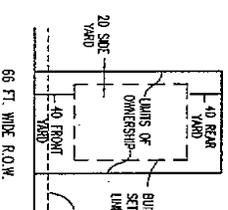
SCALE: 1" = 80 FEET

DATE: 4/17/00

N 1/4 COR
SEC 31
134-RBE



CURVE DATA					
CURVE	ROADS	CENTRAL ANGLE	ARC LENGTH	CHORD LENGTH	BEARING LOCATION
10	333.00	99°49'09"	527.84	474.29	N 42°20'55" E
11	267.00	99°49'09"	423.22	380.28	S 42°30'55" W



SCHEDULE OF UNIT AREAS	
UNIT	AREA (S.F.)
51	30796
52	47988
53	30339
54	30339

NOTES:

1. ALL ROADS ARE PRIVATE ROADS.
2. ALL PRIVATE ROAD R.O.W.'S & OPEN SPACE AREAS ARE PRIVATE EASEMENTS FOR PUBLIC STORM DRAINAGE.
3. BEARINGS WERE ESTABLISHED FROM A SIREXY RECORDED IN LIBER 2443 ON PAGES 833 & 834 OF THE DUNSMUIR COUNTY RECORDS.

LEGEND

- CONCRETE UNDERLAYMENT & DRAINAGE 3/8" LONG EXPOSURE 1/2" FROM ROAD
- (R) RADIAL LOT LINE
- (NR) NON-ROAD LOT LINE
- (12) DISTANCE FROM THENCE LINE TO LOT LINE OR BOUNDARY LINE
- 25' DISTANCE FROM WETLAND BOUNDARY TO LOT LINE OR BOUNDARY LINE

PROCESSED AS OF MAY 5, 2000

	CLIENT	HARTLAND ASSOCIATES L.L.C.
	PROJECT	FOLDENAUER FARMS
	TITLE	UNIT AREA & PERIMETER PLAN
DATE	REVISION	

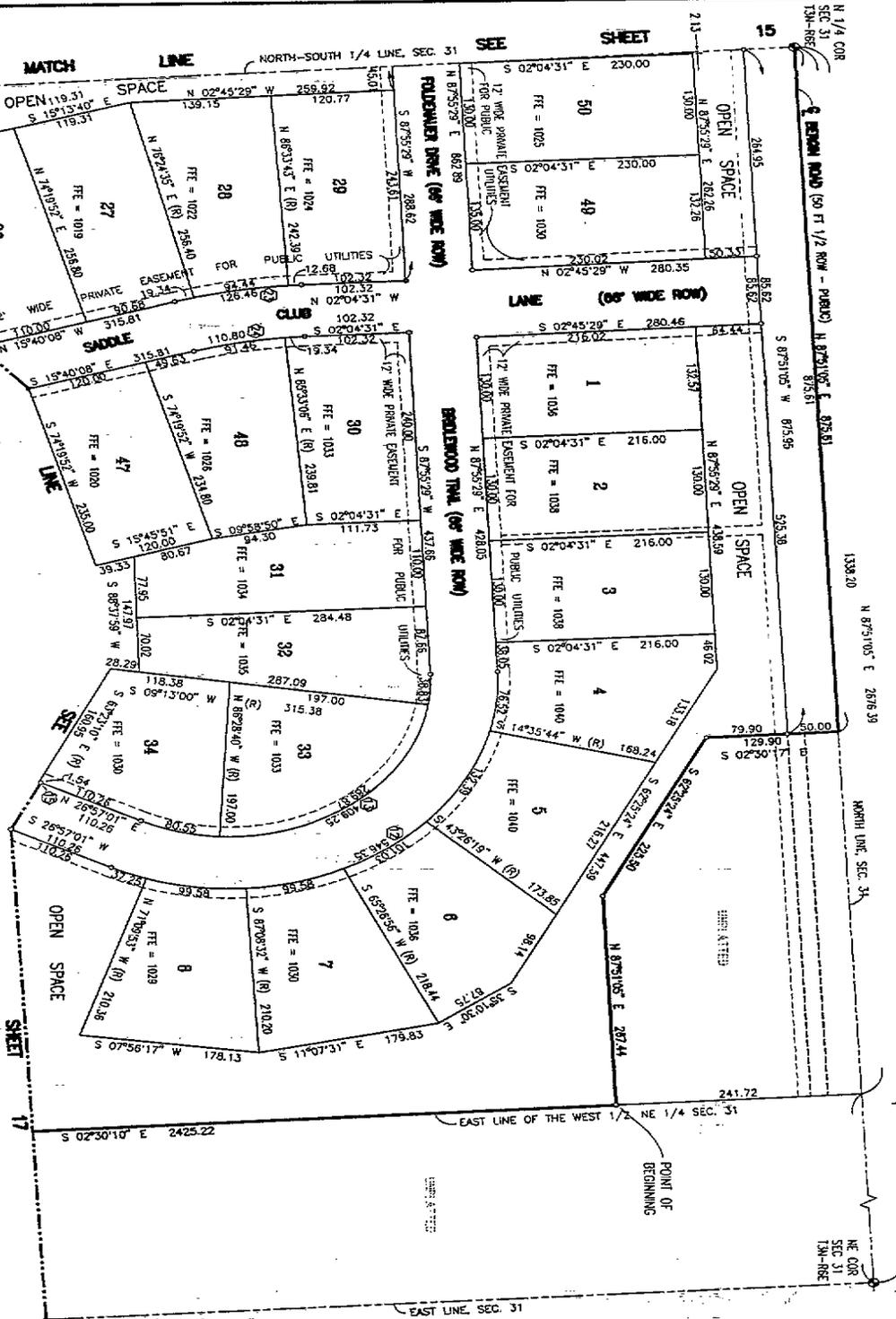
BOSS ENGINEERING
ENGINEERS • SURVEYORS • PLANNERS
LANDSCAPE ARCHITECTS

HOWELL OFFICE: 3121 E. ORLAND RIVER AVE. HOWELL, MI 48843
(517) 884-4838 FAX (517) 884-1474 (800) 248-8735
E-MAIL: bosseng@earthlink.net

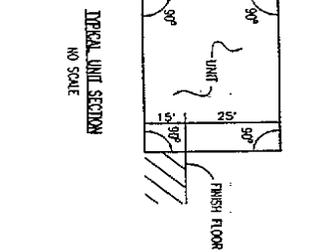
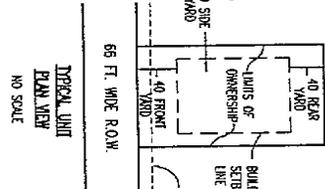
WEST BLOOMFIELD OFFICE: 7123 BROADWAY LAKE RD. WEST BLOOMFIELD, MI 48322
(248) 624-8055 FAX (248) 624-9480

UNIT AREA & PERIMETER PLAN

SCALE: 1 INCH = 60 FEET



ROW	CURVE DATA	ARC LENGTH	CHORD LENGTH	BEARING LOCATION
12	263.00	11901.32°	546.35	43.28
13	197.00	11901.32°	409.25	330.53
15	263.00	65°30'09"	307.40	290.20
21	531.00	1°35'51.7"	126.46	126.16
24	467.00	1°35'51.7"	110.60	110.54



UNIT	AREA (S.F.)
1	2838
2	2890
3	2890
4	2894
5	2830
6	2897
7	2911
8	2830
26	2902
27	2939
28	2877
29	2885
30	2895
31	2854
32	2907
33	2852
34	2838
47	2818
48	2817
49	3075
50	2990

- NOTES:**
1. ALL ROADS ARE PRIVATE ROADS.
 2. ALL PRIVATE ROAD ROW, S & OPEN SPACE AREAS ARE PRIVATE EASEMENTS FOR PUBLIC STREET USE ONLY.
 3. RECORDS WERE ESTABLISHED FROM A SURVEY DATED 12/14/00 IN THE 24th DISTRICT, 233 & 134 OF THE DIVISION COUNTY RECORDS.

LEGEND

- CONCRETE FOUNDATION & DWALTER 36" LONG EXPOSING 1/2" ROW ROW
- (R) BOUND LOT LINE
- (HW) NON-BOUND LOT LINE

PROPOSED AS OF MAY 5, 2000

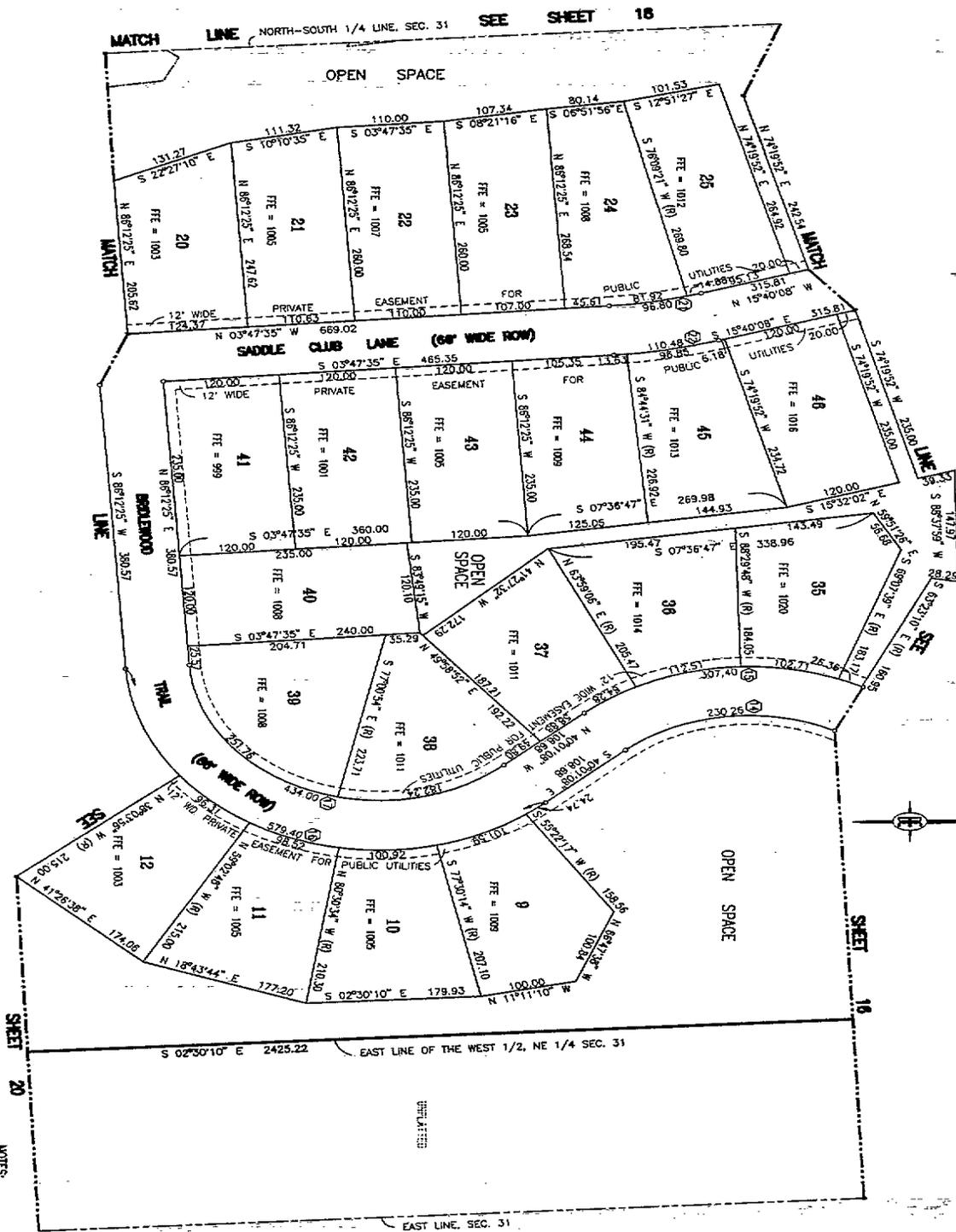
CLIENT	HARTLAND ASSOCIATES L.L.C.
PROJECT	FOLDENAUER FARMS
TITLE	UNIT AREA & PERIMETER PLAN
DATE	
REVISION	

BOSS ENGINEERING
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LANDSCAPE ARCHITECTS

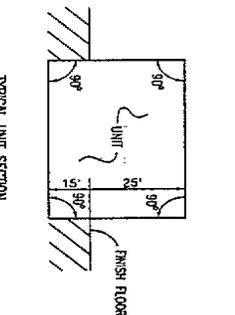
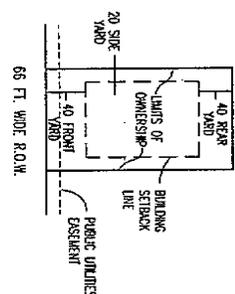
HOWELL OFFICE:
3121 E. GRAND RIVER AVE. HOWELL, MI 48843
(517) 746-4878 FAX (517) 746-1870 TOLLFREE (800) 244-1725
E-MAIL: bosseng@earthlink.net

WEST BLOOMFIELD OFFICE:
7125 ORCHARD LAKE RD. SUITE 108
WEST BLOOMFIELD, MI 48322
(248) 624-2025 FAX (248) 624-9480

UNIT AREA & PERIMETER PLAN



CURVE DATA					
CURVE	BEARINGS	ARC LENGTH	CHORD LENGTH	BEARING LOCATION	
14	197.00	65°38'09"	230.28	217.37	S 08°20'03" E
15	263.00	65°38'09"	307.40	290.20	N 08°20'03" W
16	263.00	128°13'32"	578.40	468.14	S 23°03'39" W
17	197.00	128°13'32"	434.00	351.41	N 23°03'39" E
21	467.00	115°2'33"	96.60	96.62	N 09°43'52" W
22	533.00	115°2'33"	110.48	110.28	S 09°43'52" E



UNIT	AREA (SF)
9	28133
10	28379
11	28438
12	28241
20	28185
21	28079
22	28690
23	28277
24	28060
25	28277
35	28216
36	28648
37	28216
38	28093
39	29314
40	28300
41	28200
42	28200
43	28200
44	28146
45	28290
46	28183

NOTES:

1. ALL ROADS ARE PRIVATE ROADS.
2. ALL PRIVATE ROAD ROW'S & OPEN SPACE AREAS ARE PRIVATE EASEMENTS FOR PUBLIC STORM DRAINAGE.
3. BEARINGS WERE ESTABLISHED FROM A SURVEY RECORDED IN LIBER 2443 ON PAGES 633 & 634 OF THE LAMARSON COUNTY RECORDS.

LEGEND

- CONCRETE IMPROVEMENT 4' DIAMETER 3/4" LONG EXPANSION 1/2" ROW ROW
- (R) ROUND LOT LINE
- (NR) NON-ROUND LOT LINE

PROPOSED AS OF MAY 5, 2000
MUST BE BUILT

17

STATE OF MISSISSIPPI
COUNTY OF LAMARSON
REGISTERED PROFESSIONAL SURVEYOR
No. 17
BOSS ENGINEERING

CLIENT: HARTLAND ASSOCIATES L.L.C.
PROJECT: FOLDENAUER FARMS
TITLE: UNIT AREA & PERIMETER PLAN

DATE: _____

BOSS ENGINEERING
ENGINEERS • SURVEYORS • PLANNERS
LANDSCAPE ARCHITECTS

HOVELL OFFICE:
3151 E. GRAND PRAIRIE AVE., HOVELL, MO 63043
(314)704-4624 FAX (314)704-1873 1800)249-4735
E-MAIL: bosseng@earthlink.net

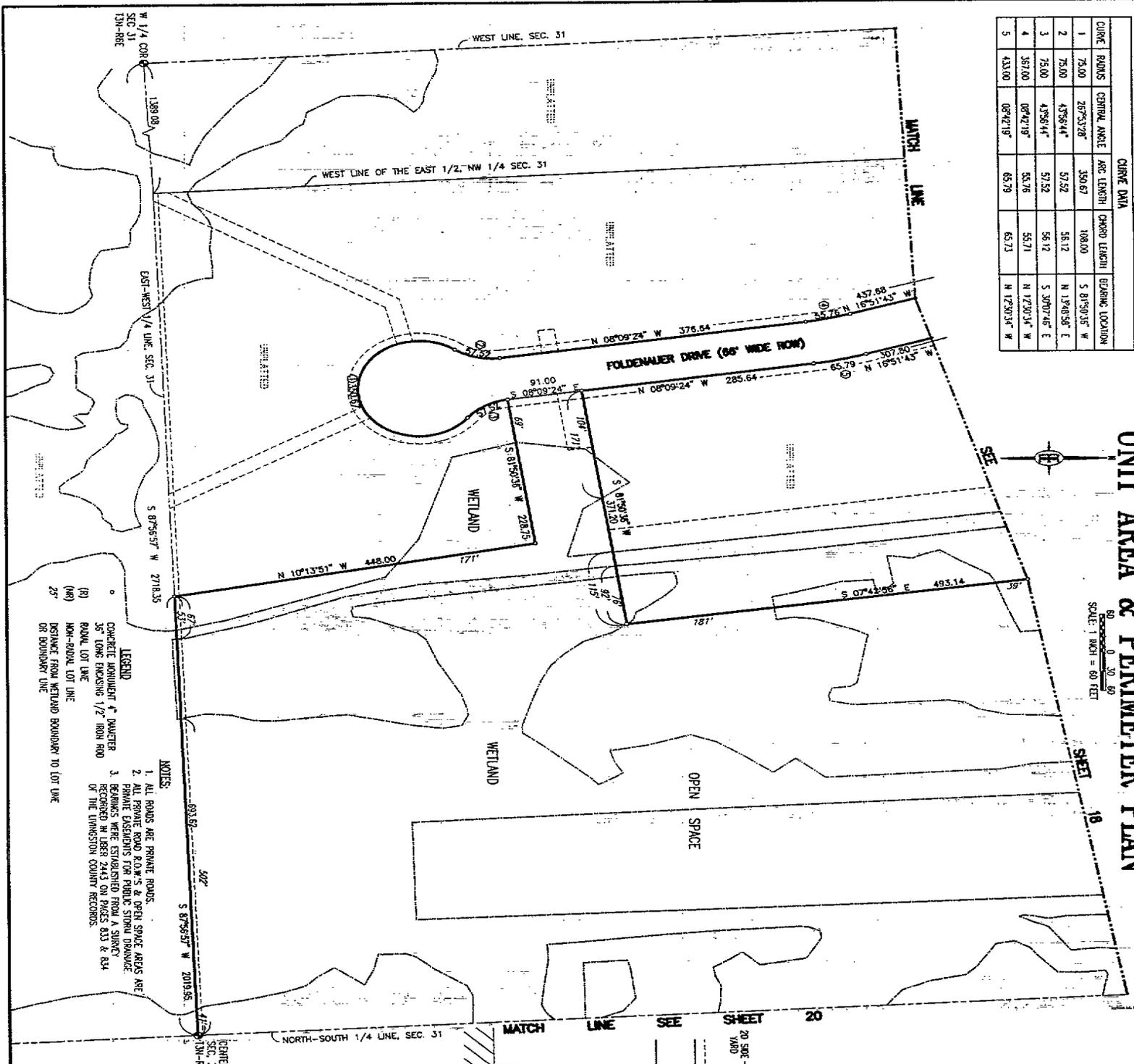
WEST BLOOMFIELD OFFICE:
7125 DRUMMOND LANE, #3, WEST BLOOMFIELD, MO 63222
(314)336-9025 FAX (314)336-4480

CURVE DATA					
CURVE	POINTS	CENTRAL ANGLE	ARC LENGTH	CHORD LENGTH	BEARING LOCATION
1	75.00	207°53'28"	350.67	108.00	S 81°50'35" W
2	75.00	43°56'44"	57.52	58.12	N 1°46'58" E
3	75.00	43°56'44"	57.52	58.12	S 30°17'46" E
4	387.00	08°42'19"	55.76	55.71	N 17°30'3" W
5	433.00	08°42'19"	65.79	65.73	N 17°30'3" W

UNIT AREA & PERIMETER PLAN

SCALE: 1" = 80' FEET

SHEET 18

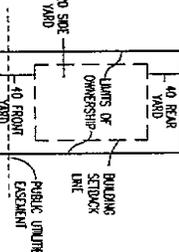
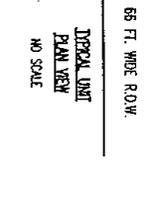
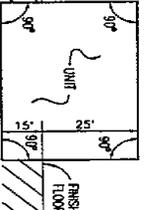


- LEGEND**
- (C) CONCRETE MONUMENT ± DIAMETER
 - (R) 3/4" LONG ENCLASING 1/2" IRON ROD
 - (M) NON-ADJUL LOT LINE
 - (D) DISTANCE FROM WETLAND BOUNDARY TO LOT LINE OR BOUNDARY LINE

NOTES:

1. ALL ROADS ARE PRIVATE ROADS.
2. ALL PRIVATE ROAD RIGHTS & OPEN SPACE AREAS ARE PRIVATE EASEMENTS FOR PUBLIC STREET DRAINAGE.
3. RECORDS WERE EXAMINED FOR RECORDS 633 & 634 OF THE TRANSPORTATION COUNTY RECORDS.

PROPOSED AS OF MAY 5, 2000
MUST BE BOUND



19

STATE OF ILLINOIS
SURVEYORS BOARD
JAMES W. BOSS, P.E.
JAMES W. BOSS, P.E.

CLIENT	HARTLAND ASSOCIATES L.L.C.
PROJECT	FOLDENAUER FARMS
TITLE	UNIT AREA & PERIMETER PLAN
DATE	

BOSS ENGINEERING
ENGINEERS • SURVEYORS • PLANNERS
LANDSCAPE ARCHITECTS

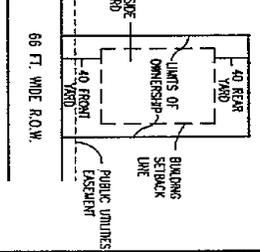
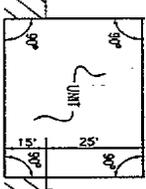
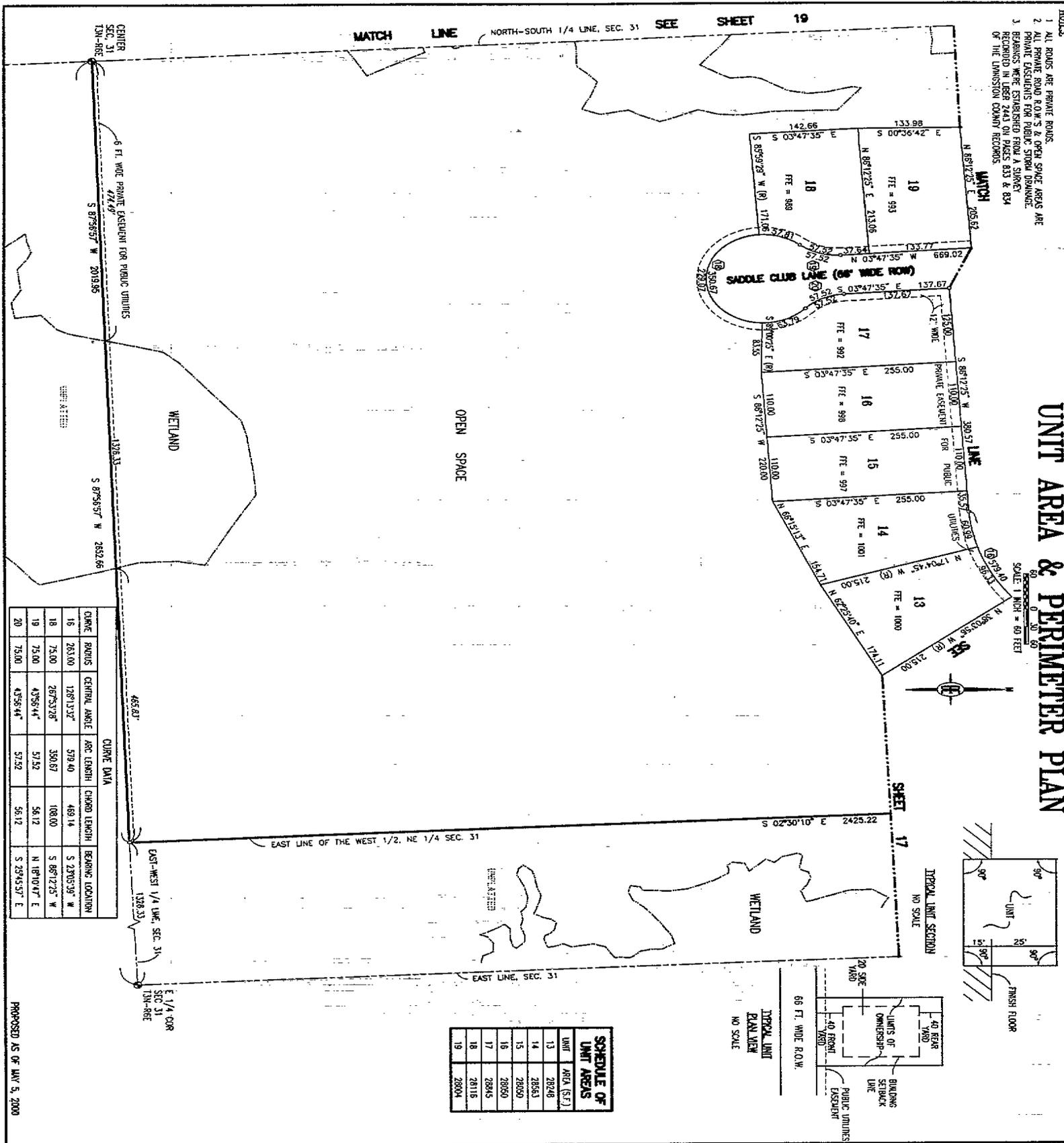
HOVELL OFFICE: 6371 W. HOFFMAN AVE., HOVELL, IL 62843
3121 E. GRAND RIVER AVE., HOVELL, IL 62843
(617)254-4436 FAX (617)344-1670 (800)244-8730
E-MAIL: James@bosseng.com

7125 OAKLAND LAKE RD., SUITE 108
MILWAUKEE, WI 53224
(248)226-8025 FAX (248)226-8480

- NOTES:**
1. ALL ROADS ARE PRIVATE ROADS.
 2. ALL PRIVATE ROAD ROW'S & OPEN SPACE AREAS ARE PRIVATE EASEMENTS FOR ROADWAY DRAINAGE.
 3. BEARING HERE EMPLOYED FROM A SURVEY RECORDED IN DEED RECORDS BOOKS 833 & 834 OF THE DIMENSION COUNTY RECORDS.

UNIT AREA & PERIMETER PLAN

SCALE 1" = 60 FEET



SCHEDULE OF UNIT AREAS

UNIT	AREA (S.F.)
13	28246
14	28563
15	28050
16	28050
17	28845
18	28115
19	28004

CURVE DATA

CHAMBER	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD LENGTH	BEARING LOCATION
16	263.00	128°13'32"	579.40	489.14	S 23°05'39" W
18	75.00	287°53'28"	350.87	108.00	S 88°12'25" W
19	75.00	43°56'44"	57.52	56.12	N 88°10'47" E
20	75.00	43°56'44"	57.52	56.12	S 29°45'37" E

PROPOSED AS OF MAY 5, 2000

PROFESSIONAL SEAL
BOSS ENGINEERING
ENGINEERS - SURVEYORS - PLANNERS
LANDSCAPE ARCHITECTS

HOWELL OFFICE:
3721 E. GRAND BLVD. SUITE 300, HOWELL, MI 48843
(517) 244-4438 FAX (517) 244-1870 (800) 246-8733
E-MAIL: bosseng@boml.net

WEST BLOOMFIELD OFFICE:
7125 CROOKED LANE, SUITE 108
WEST BLOOMFIELD, MI 48322
(248) 234-9000 FAX (248) 234-9400

CLIENT: **HARTLAND ASSOCIATES L.L.C.**
PROJECT: **FOLDENAUER FARMS**
TITLE: **UNIT AREA & PERIMETER PLAN**

DESIGNED BY: []
CHECKED BY: []
DATE: []

REVISION: [] DATE: []

SCALE: 1" = 60'
JOB NO. 97776
DATE: 05/05/00
ATTENTION:

20

EXHIBIT C

LEGAL DESCRIPTION OF PRIVATE ROAD, UTILITY EASEMENTS,
AND DRAINAGE EASEMENTS**PRIVATE ROAD EASEMENT**

Part of the Northeast ¼ and the Northwest ¼ of Section 31, T3N-R6E, Hartland Township, Livingston County, Michigan, more particularly described as follows: Commencing at the North 1/4 Corner of said Section 31; thence along the centerline of Bergin Road (66 foot wide Right of Way) and the North Line of Said Section 31, N 87°51'05" E, 350.00 feet to the POINT OF BEGINNING of the Easement to be described; thence S 02°45'29" E, 396.46 feet; thence S 87°55'29" W, 365.01 feet; thence continuing S 87°55'29" W, 970.81 feet; thence Southwest on an arc left, having a length of 423.22 feet, a radius of 267.00 feet, a central angle of 90°49'09" and a long chord which bears S 42°30'55" W, 380.28 feet; thence S 02°53'40" E, 402.44 feet; thence Southeast on an arc left, having a length of 131.28 feet, a radius of 267.00 feet, a central angle of 28°10'20", and a long chord which bears S 16°58'50" E, 129.97 feet; thence S 31°04'00" E, 127.47 feet; thence Southeast on an arc right, having a length of 82.56 feet, a radius of 333.00 feet, a central angle of 14°12'17", and a long chord which bears S 23°57'52" E, 82.35 feet; thence S 16°51'43" E, 437.68 feet; thence South on an arc right, having a length of 65.79 feet, a radius of 433.00 feet, a central angle of 08°42'19", and a long chord which bears S 12°30'34" E, 65.73 feet; thence S 08°09'24" E, 376.64 feet; thence Southeast on an arc left, having a length of 57.52 feet, a radius of 75.00 feet, a central angle of 43°56'44", and a long chord which bears S 30°07'46" E, 56.12 feet; thence South on an arc right, having a length of 350.67 feet, a radius of 75.00 feet, a central angle of 267°53'28", and a long chord which bears S 81°50'36" W, 108.00 feet; thence Northeast on an arc left, having a length of 57.52 feet, a radius of 75.00 feet, a central angle of 43°56'44", and a long chord which bears N 13°48'58" E, 56.12 feet; thence N 08°09'24" W, 376.64 feet, thence Northwest on an arc left, having a length of 55.76 feet, a radius of 367.00 feet, a central angle of 08°42'19" and a long chord which bears N 12°30'34" W, 55.71 feet; thence N 16°51'43" W, 437.68 feet; thence Northwest on an arc left, having a length of 66.19 feet, a radius of 267.00 feet, a central angle of 14°12'17", and a long chord which bears N 23°57'52" W, 66.02 feet; thence N 31°04'00" W, 127.47 feet; thence Northwest on an arc right, having a length of 163.74 feet, a radius of 333.00 feet, a central angle of 28°10'20", and a long chord which bears N 16°58'50" W, 162.09 feet; thence N 02°53'40" W, 402.44 feet; thence Northeast on an arc right, having a length of 527.84 feet, a radius of 333.00 feet, a central angle of 90°49'09", and a long chord which bears N 42°30'54" E, 474.29 feet; thence N 87°55'29" E, 970.81 feet; thence continuing N 87°55'29" E, 278.61 feet; thence N 02°45'29" W, 330.35 feet to the centerline of Bergin Road (66 foot wide Right of Way) and the North Line of Said Section 31, thence along the centerline of Bergin Road (66 foot wide Right of Way) and the North Line of Said Section 31, N 87°51'05" E, 85.61 feet to the POINT OF BEGINNING.

UTILITY EASEMENT A

Part of the Northwest 1/4 of Section 31, T3N-R6E, Hartland Township, Livingston County, Michigan, more particularly described as follows: Commencing at the Northwest Corner of said Section 31; thence along the centerline of Bergin Road (66 foot wide Right of Way) and the North Line of Said Section 31, N 87°55'29" E, 1335.33 feet, thence S 02°53'40" E, 50.00 feet to the POINT OF BEGINNING of the Easement to be described; thence N 87°55'29" E, 195.00 feet; thence S 02°53'40" E, 12.00 feet; thence S 87°55'29" W, 195.00 feet; thence N 02°53'40" W, 12.00 feet to the POINT OF BEGINNING.

UTILITY EASEMENT B

Part of the Northeast ¼ and the Northwest ¼ of Section 31, T3N-R6E, Hartland Township, Livingston County, Michigan, more particularly described as follows: Commencing at the North 1/4 Corner of said Section 31; thence along the centerline of Bergin Road (66 foot wide Right of Way) and the North Line of Said Section 31, N 87°51'05" E, 350.00 feet to the POINT OF BEGINNING of the Easement to be described; thence along the Westerly line of a 12 foot wide Utility Easement, S 02°45'29" E, 396.46 feet; thence along the Northerly Line of a 12 foot wide Utility Easement, S 87°55'29" W, 365.01 feet; thence continuing along the Northerly Line of a 12 foot wide Utility Easement, S 87°55'29" W, 970.81 feet; thence along the Northwesterly line of a 12 foot wide Utility

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Easement, Southwest on an arc left, having a length of 423.22 feet, a radius of 267.00 feet, a central angle of 90°49'09" and a long chord which bears S 42°30'55" W, 380.28 feet; thence along the Westerly line of a 12 foot wide Utility Easement, S 02°53'40" E, 131.00 feet; thence along the Northerly Line of a 35 foot wide Utility Easement; N 87°06'20" E, 35.00 feet; thence along the Easterly Line of a 35 foot wide Utility Easement; S 02°53'40" E, 271.44 feet, thence along the easterly line of a 35 foot wide Utility Easement, Southeast on an arc left, having a length of 114.07 feet, a radius of 232.00 feet, a central angle of 28°10'20", and a long chord which bears S 16°58'50" E, 112.93 feet; thence along the Easterly Line of a 35 foot wide Utility Easement, S 31°04'00" E, 127.47 feet; thence along the Easterly Line of a 35 foot wide Utility Easement, Southeast on an arc right, having a length of 65.71 feet; a radius of 368.00 feet; a central angle of 10°13'53", and a long chord which bears S 25°57'04" E, 65.63 feet; thence along the Southerly Line of a 35 foot wide Utility Easement, S 69°09'52" W, 35.00 feet; thence along the Westerly Line of a 12 foot wide Utility Easement, Southeast on an arc right, having a length of 23.09 feet, a radius of 333.00 feet; a central angle of 03°58'24", and a long chord which bears S 18°50'55" E, 23.09 feet; thence along the Westerly line of a 12 foot wide Utility Easement, S 16°51'43" E, 437.68 feet; thence along the Westerly line of a 12 foot wide Utility Easement, South on an arc right, having a length of 65.79 feet, a radius of 433.00 feet, a central angle of 08°42'19", and a long chord which bears S 12°30'34" E, 65.73 feet; thence along the Westerly line of a 12 foot wide Utility Easement, S 08°09'24" E, 376.64 feet; thence along the Westerly line of a 12 foot wide Utility Easement, South on an arc left, having a length of 57.52 feet, a radius of 75.00 feet, a central angle of 43°56'44", and a long chord which bears S 30°07'46" E, 56.12 feet; thence along the Westerly line of a 12 foot wide Utility Easement, Southeast on an arc right, having a length of 350.67 feet, a radius of 75.00 feet, a central angle of 267°53'28", and a long chord which bears S 81°50'36" W, 108.00 feet; thence along the Easterly line of a 12 foot wide Utility Easement, Northeast on an arc left, having a length of 57.52 feet, a radius of 75.00 feet, a central angle of 43°56'44", and a long chord which bears N 13°48'58" E, 56.12 feet; thence along the Easterly line of a 12 foot wide Utility Easement, N 08°09'24" W, 376.64 feet, thence along the Easterly line of a 12 foot wide Utility Easement, North on an arc left, having a length of 55.76 feet, a radius of 367.00 feet, a central angle of 08°42'19" and a long chord which bears N 12°30'34" W, 55.71 feet; thence along the Easterly line of a 12 foot wide Utility Easement, N 16°51'43" W, 437.68 feet; thence along the Easterly line of a 12 foot wide Utility Easement, North on an arc left, having a length of 66.19 feet, a radius of 267.00 feet, a central angle of 14°12'17", and a long chord which bears N 23°57'52" W, 66.02 feet; thence along the Easterly line of a 12 foot wide Utility Easement, N 31°04'00" W, 127.47 feet; thence along the Easterly line of a 12 foot wide Utility Easement, Northwest on an arc right, having a length of 163.74 feet, a radius of 333.00 feet, a central angle of 28°10'20", and a long chord which bears N 16°58'50" W, 162.09 feet; thence along the Easterly line of a 12 foot wide Utility Easement, N 02°53'40" W, 402.44 feet; thence along the Easterly line of a 12 foot wide Utility Easement, North on an arc right, having a length of 527.84 feet, a radius of 333.00 feet, a central angle of 90°49'09", and a long chord which bears N 42°30'54" E, 474.29 feet; thence along the Southerly line of a 12 foot wide Utility Easement, N 87°55'29" E, 970.81 feet; thence continuing along the Southerly line of a 12 foot wide Utility Easement, N 87°55'29" E, 278.61 feet; thence along the Easterly Line of a 12 foot wide utility easement, N 02°45'29" W, 330.35 feet to the centerline of Bergin Road (66 foot wide Right of Way) and the POINT OF TERMINUS.

UTILITY EASEMENT C

Part of the Northeast ¼ and the Northwest ¼ of Section 31, T3N-R6E, Hartland Township, Livingston County, Michigan, more particularly described as follows: Commencing at the Northwest Corner of said Section 31; thence along the centerline of Bergin Road (66 foot wide Right of Way) and the North Line of said Section 31, N 87°55'29" E, 1695.33 feet, thence S 02°53'40" E, 50.00 feet to the POINT OF BEGINNING of the Easement to be described; thence N 87°55'29" E, 975.48 feet to the North-South ½ Line of said Section 31, thence N 87°51'05" E 1337.97 feet; thence along the East Line of the West ½ of the Northeast ¼ of said Section 31, S 02°30'10" E, 12.00 feet; thence S 87°51'05" W, 1337.91 feet to the North-South ½ Line of said Section 31; thence S 87°55'29" W, 975.46 feet; thence N 02°53'40" W, 12.00 feet to the POINT OF BEGINNING.

UTILITY EASEMENT D

Part of the Northwest ¼ of Section 31, T3N-R6E, Hartland Township, Livingston County, Michigan, more particularly described as follows: Commencing at the North ¼ Corner of said Section 31, thence along the North-South ½ Line, S 02°45'29" E, 62.00 feet; thence along the Southerly Line of Utility Easement C, S 87°55'29" W, 15.41 feet to the POINT OF BEGINNING; thence S 02°04'31" E, 255.99 feet; thence along the Northerly Line of Utility Easement B, S 87°55'29" W, 12.00 feet; thence N 02°04'31" W, 255.99 feet; thence along the Southerly Line of Utility Easement C, N 87°55'29" E, 12.00 feet to the POINT OF BEGINNING.

UTILITY EASEMENT E

Part of the Northwest ¼ of Section 31, T3N-R6E, Hartland Township, Livingston County, Michigan, more particularly described as follows: Commencing at the Northwest Corner of said Section 31; thence along the centerline of Bergin Road (66 foot wide Right of Way) and the North Line of Said Section 31, N 87°55'29" E, 1335.33 feet, thence along the West Line of the East ½ of the Northwest ¼, of said Section 31, S 02°53'40" E, 2644.30 feet to the POINT OF BEGINNING of the Easement to be described; thence along the centerline of a 20 foot wide Utility Easement, N 31°13'37" E, 340.85 feet; thence continuing along the centerline of a 20 foot wide Utility Easement, N 76°38'21" E, 63.38 feet to the POINT OF TERMINUS.

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UTILITY EASEMENT F

Part of the Northwest 1/4 of Section 31, T3N-R6E, Hartland Township, Livingston County, Michigan, more particularly described as follows: Commencing at the Northwest Corner of said Section 31; thence along the centerline of Bergin Road (66 foot wide Right of Way) and the North Line of Said Section 31, N 87°55'29" E, 1335.33 feet, thence along the West Line of the East 1/2 of the Northwest 1/4, of said Section 31, S 02°53'40" E, 2644.30 feet; thence along the East-West 1/2 Line of said Section 31, N 87°56'57" E, 485.79 feet to the POINT OF BEGINNING of the Easement to be described; thence along the centerline of a 20 foot wide Utility Easement, N 29°38'29" W, 277.11 feet to the POINT OF TERMINUS.

UTILITY EASEMENT G

Part of the Northwest 1/4 and Northeast 1/4 of Section 31, T3N-R6E, Hartland Township, Livingston County, Michigan, more particularly described as follows: Commencing at the Northwest Corner of said Section 31; thence along the centerline of Bergin Road (66 foot wide Right of Way) and the North Line of Said Section 31, N 87°55'29" E, 1335.33 feet, thence along the West Line of the East 1/2 of the Northwest 1/4, of said Section 31, S 02°53'40" E, 2644.30 feet to the POINT OF BEGINNING of the Easement to be described; thence along the East-West 1/2 Line of said Section 31 and the Southerly Line of a 6 foot wide Utility Easement, N 87°56'57" E, 1329.27 feet to the Center of said Section 31; thence continuing along the East-West 1/2 Line of said Section 31 and the Southerly Line of a 6 foot wide Utility Easement, 1326.33 feet to the POINT OF TERMINUS.

DRAINAGE EASEMENT A

Part of the Northwest 1/4 of Section 31, T3N-R6E, Hartland Township, Livingston County, Michigan, more particularly described as follows: Commencing at the North 1/4 Corner of said Section 31; thence along the centerline of Bergin Road (66 foot wide Right of Way) and the North Line of Said Section 31, S 87°55'29" W, 858.56 feet; thence S 02°04'31" E, 330.00 feet; thence along the Northerly line of a 66 foot wide Private Road Easement, as described above, N 87°55'29" E, 344.00 feet to the POINT OF BEGINNING of the Easement to be described, thence N 02°04'31" W, 20.00 feet; thence N 87°55'29" E, 20.00 feet, thence S 02°04'31" E, 20.00 feet; thence along the Northerly line of a 66 foot wide Private Road Easement, as described above, S 87°55'29" W, 20.00 feet to the POINT OF BEGINNING.

DRAINAGE EASEMENT B

Part of the Northwest 1/4 of Section 31, T3N-R6E, Hartland Township, Livingston County, Michigan, more particularly described as follows: Commencing at the North 1/4 Corner of said Section 31; thence along the centerline of Bergin Road (66 foot wide Right of Way) and the North Line of Said Section 31, S 87°55'29" W, 858.56 feet; thence S 02°04'31" E, 330.00 feet; thence along the Northerly line of a 66 foot wide Private Road Easement, as described above, S 87°55'29" W, 122.52 feet; thence along the Northerly line of a 66 foot wide Private Road Easement, as described above, Southwest on an arc left, having a length of 95.01 feet, a radius of 333.00 feet, a central angle of 16°20'52", and a long chord which bears S 79°45'03" W, 94.69 feet to the POINT OF BEGINNING of the Easement to be described; thence continuing along said Northerly line of said Private Road Easement Southwest on an arc left having a length of 25.01 feet, a radius of 333.00 feet, a central angle of 04°18'19", and a long chord which bears S 69°25'32" W, 25.00 feet; thence N 20°34'28" W, 35.00 feet; thence N 69°25'32" E, 25.00 feet; thence S 20°34'28" E, 35.00 feet, to the POINT OF BEGINNING.

DRAINAGE EASEMENT C

Part of the Northwest 1/4 of Section 31, T3N-R6E, Hartland Township, Livingston County, Michigan, more particularly described as follows: Commencing at the North 1/4 Corner of said Section 31; thence along the centerline of Bergin Road (66 foot wide Right of Way) and the North Line of Said Section 31, S 87°55'29" W, 858.56 feet; thence S 02°04'31" E, 330.00 feet; thence along the Northerly line of a 66 foot wide Private Road Easement, as described above, N 87°55'29" E, 848.29 feet; thence S 02°04'31" E, 66.00 feet; thence S 87°55'29" W, 970.81 feet; thence Southwest on an arc left, having a length of 423.22 feet, a radius of 267.00 feet, a central angle of 90°49'09" and a long chord which bears S 42°30'55" W, 380.28 feet; thence S 02°53'40" E, 402.44 feet; thence Southeast on an arc left, having a length of 131.28 feet, a radius of 267.00 feet, a central angle of 28°10'20", and a long chord which bears S 16°58'50" E, 129.97 feet; thence S 31°04'00" E, 127.47 feet; thence Southeast on an arc right, having a length of 82.56 feet, a radius of 333.00 feet, a central angle of 14°12'17", and a long chord which bears S 23°57'52" E, 82.35 feet; thence S 16°51'43" E, 47.19 feet to the POINT OF BEGINNING of the Easement to be described; thence N 73°08'17" E, 30.00 feet; thence S 16°51'43" E, 20.00 feet; thence S 73°08'17" W, 30.00 feet; thence N 16°51'43" W 20.00 feet to the POINT OF BEGINNING.

DRAINAGE EASEMENT D

Part of the Northwest 1/4 of Section 31, T3N-R6E, Hartland Township, Livingston County, Michigan, more particularly described as follows: Commencing at the North 1/4 Corner of said Section 31; thence along the centerline of Bergin Road (66 foot wide Right of Way) and the North line of said Section 31, S 87°55'29" W, 1335.61 feet; thence along the West line of the East 1/2 of the Northwest 1/4 of said Section 31, S 02°53'40" E, 1255.21 feet; thence N 58°56'00" E, 58.36 feet; thence along the Westerly Right of Way of a 66 foot wide Private Road Easement as described above, S 31°04'00" E, 127.47 feet; thence continuing along said Westerly Right of Way of a 66 foot wide Private Road Easement, 66.19 feet along an arc right, having a radius of 267.00 feet, a central angle of 14°12'17", and a long chord which bears S 23°57'52" E, 66.02 feet; thence continuing along said Private Road Easement S 16°51'43" E, 32.42 feet to the POINT OF BEGINNING of the Easement to be described; thence S 16°51'43" E, 20.00 feet; thence S 73°08'17" W, 30.00 feet; thence N 16°51'43" W, 20.00 feet; thence N 73°08'17" E, 30.00 feet to the POINT OF BEGINNING.

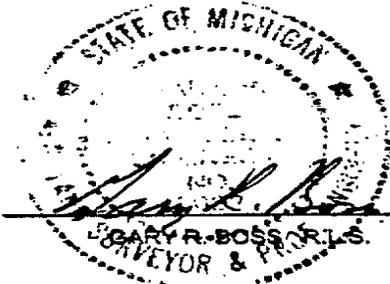
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DRAINAGE EASEMENT E

Part of the Northwest 1/4 of Section 31, T3N-R6E, Hartland Township, Livingston County, Michigan, more particularly described as follows: Commencing at the North 1/4 Corner of said Section 31; thence along the centerline of Bergin Road (66 foot wide Right of Way) and the North line of said Section 31, S 87°55'29" W, 1335.61 feet; thence along the West line of the East 1/2 of the Northwest 1/4 of said Section 31, S 02°53'40" E, 1255.21 feet; thence N 58°56'00" E, 58.36 feet; thence along the Westerly Right of Way of a 66 foot wide Private Road Easement as described below on the following five (5) courses: 1) S 31°04'00" E, 127.47 feet; 2) Southeast on an arc right, having a length of 66.19 feet, a radius of 267.00 feet, a central angle of 14°12'17", and a long chord which bears S 23°57'52" E, 66.02 feet; 3) S 16°51'43" E, 437.68 feet; 4) thence South on an arc right, having a length of 55.76 feet, a radius of 367.00 feet, a central angle of 08°42'20", and a long chord which bears S 12°30'34" E, 55.71 feet; 5) S 08°09'24" E, 304.30 feet to the POINT OF BEGINNING of the Easement to be described; thence S 08°09'24" E, 20.00 feet; thence S 81°50'36" W, 35.00 feet; thence N 08°09'24" W, 20.00 feet; thence N 81°50'36" E 35.00 feet to the POINT OF BEGINNING.

DRAINAGE EASEMENT F

Part of the Northwest 1/4 of Section 31, T3N-R6E, Hartland Township, Livingston County, Michigan, more particularly described as follows: Commencing at the North 1/4 Corner of said Section 31; thence along the centerline of Bergin Road (66 foot wide Right of Way) and the North Line of said Section 31, S 87°55'29" W, 858.56 feet; thence S 02°04'31" E, 330.00 feet; thence along the Northerly line of a 66 foot wide Private Road Easement, as described above, N 87°55'29" E, 848.29 feet; thence S 02°04'31" E, 66.00 feet; thence along the Easterly Right of Way of a 66 foot wide Private Road Easement as described below on the following nine (9) courses: 1) S 87°55'29" W, 970.81 feet; 2) Southwest on an arc left, having a length of 423.22 feet, a radius of 267.00 feet, a central angle of 90°49'09" and a long chord which bears S 42°30'55" W, 380.28 feet; 3) S 02°53'40" E, 402.44 feet; 4) Southeast on an arc left, having a length of 131.28 feet, a radius of 267.00 feet, a central angle of 28°10'20", and a long chord which bears S 16°58'50" E, 129.97 feet; 5) S 31°04'00" E, 127.47 feet; 6) Southeast on an arc right, having a length of 82.56 feet, a radius of 333.00 feet, a central angle of 14°12'17", and a long chord which bears S 23°57'52" E, 82.35 feet; 7) S 16°51'43" E, 437.68 feet; 8) Southerly along an arc right, having a length of 65.79 feet, a radius of 433.00 feet, a central angle of 08°42'19", and a long chord which bears S 12°30'34" E, 65.73 feet; 9) S 08°09'24" E, 285.64 feet to the POINT OF BEGINNING of the Easement to be described; thence N 81°50'36" E, 90.00 feet; thence S 08°09'24" E, 30.00 feet; thence S 81°50'36" W, 90.00 feet; thence N 08°09'24" W, 30.00 feet to the POINT OF BEGINNING.

DRAINAGE EASEMENT FOR WETLANDS MITIGATION A

Part of the Northwest 1/4 of Section 31, T3N-R6E, Hartland Township, Livingston County, Michigan, more particularly described as follows: Commencing at the North 1/4 Corner of said Section 31; thence along the centerline of Bergin Road (66 foot wide Right of Way) and the North Line of Said Section 31, S 87°55'29" W, 858.56 feet; thence S 02°04'31" E, 330.00 feet; thence along the Northerly line of a 66 foot wide Private Road Easement, as described above, N 87°55'29" E, 848.29 feet; thence S 02°04'31" E, 503.67 feet; thence S 87°55'29" W, 200.00 feet to the POINT OF BEGINNING of the Easement to be described; thence S 87°55'29" W, 400.00 feet; thence N 58°03'32" W, 299.55 feet; thence N 02°04'31" W, 150.81 feet; thence S 57°49'59" E, 301.03 feet; thence S 02°04'31" E, 0.81 feet; thence S 77°51'17" E, 204.71 feet; thence S 65°45'14" E, 224.88 feet to the POINT OF BEGINNING.

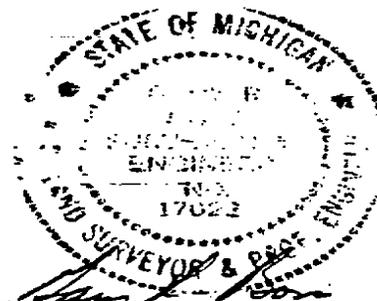
DRAINAGE EASEMENT FOR WETLANDS MITIGATION B

Part of the Northwest 1/4 of Section 31, T3N-R6E, Hartland Township, Livingston County, Michigan, more particularly described as follows: Commencing at the North 1/4 Corner of said Section 31; thence along the centerline of Bergin Road (66 foot wide Right of Way) and the North Line of Said Section 31, S 87°55'29" W, 858.56 feet, thence S 02°04'31" E, 330.00 feet; thence along the Northerly line of a 66 foot wide Private Road Easement, as described above, N 87°55'29" E, 848.29 feet; thence S 02°04'31" E, 66.00 feet; thence along the Southerly line of a 66 foot wide Private Road Easement, as described above, S 87°55'29" W, 970.81 feet; thence along the Easterly line of a 66 foot wide Private Road Easement, as described above, on the following six (6) courses: 1) West on an arc left, having a length of 423.22 feet, a radius of 267.00 feet, a central angle of 90°49'09" and a long chord which bears S 42°30'55" W, 380.28 feet; 2) S 02°53'40" E, 402.44 feet; 3) Southwest on an arc left, having a length of 131.28 feet, a radius of 267.00 feet, a central angle of 28°10'20", and a long chord which bears S 16°58'50" E, 129.97 feet; 4) S 31°04'00" E, 127.47 feet; 5) Southeast on an arc right, having a length of 82.56 feet, a radius of 333.00 feet, a central angle of 14°12'17", and a long chord which bears S 23°57'52" E, 82.35 feet; 6) S 16°51'43" E, 129.88 feet; thence N 73°08'17" E, 229.15 feet to the POINT OF BEGINNING of the Easement to be described; thence continuing N 73°08'17" E, 150.45 feet; thence S 21°18'22" E, 225.68 feet; thence S 07°42'56" E, 493.14 feet; thence S 81°50'36" W, 150.00 feet; thence N 07°42'56" W, 470.15 feet; thence N 73°08'18" W, 1.48 feet; thence N 21°18'22" W, 225.68 feet to the POINT OF BEGINNING.

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SITE PLAN FOR FOLDENAUER FARMS

ZONING DATA	
REQUIRED	PROPOSED
MIN. LOT AREA	28,000 SF / 28,000 SF
MIN. LOT WIDTH	100'
MAX. COVERAGE	30% / 100% 4/-
FRONT YARD	40'
SIDE YARD	20'
REAR YARD	40'
MAX. HEIGHT	25 STORY / 25 STORY
MAX. HEIGHT	35'
OPEN SPACE	87.86 AC / 83.48 AC
USE	OPEN SPACE PLANT DEVELOPMENT HOMES
PERMIT	54/1717 - 1 HOME FOR 7.24 ACRES

OPEN SPACE CALCULATIONS	
QUARTER SECTION	161.04 ACRES
ADJOINING HOUSE # 8290	-1.00
SPORTS EXCLUDED	-28.81
ROAD TO SPORTS EXCLUDED	-4.73 (FROM PARCEL 13)
BERNEN ROAD	-2.74
PARCELS TO BE DECEASED	(1771) ACRES
OPEN SPACE REQUIRED	12717 ± 658 = 82.85 ACRES
OPEN SPACE PROVIDED (SEE SHEET 8)	83.48 ACRES

- ALL LAND ON THIS MAP IS ZONED CA (CONSERVATION DEVELOPMENT)
- THE SUBJECT PROPERTY DOES NOT APPEAR ON ANY FLOOD INSURANCE RATE MAP FOR HARTLAND TOWNSHIP. THE LOCAL FLOOD INSURANCE RATE MAPS AND FLOOD ZONING ARE LOCATED IN THE OFFICE OF THE TOWNSHIP ENGINEER.
- THE PROPOSED LOTS WILL BE SUBJECT TO A PRIVATE ROAD MAINTENANCE AGREEMENT.
- A SCHEDULE OF THE DRAINAGE RECORDS AT THE COUNTY RECORDS DEPARTMENT REVEALS THAT NO RECORDS ARE AVAILABLE FOR THE PROPOSED LOTS THAT WOULD SHOW THE EXISTING PARCELS.
- THE PROPOSED LOTS WILL BE BOUND BY SOIL WALLS.
- THE ROADS AND DRIVEWAYS SHALL BE OWNED AND MAINTAINED PRIVATELY.
- LOTS WILL BE SERVED BY ON-SITE SEWER SYSTEMS AND MANHOLE WELLS.
- OPEN SPACE AREAS ARE DESIGNATED TO SUPPORT RECREATION AND USE.
- LOTS 1 AND 1A ARE RESTRICTED TO MONTHLY ACCESS FROM THE SOUTH COUNTY ROAD THROUGH THE WEST AND FOLDENAUER DRIVE, RESPECTIVELY.

OWNER:
HARTLAND AND WARGENT FOLDENAUER
6448 BERGEN ROAD
HARTLAND, MI 48353
1A & 4708-31-100-001, 100-002,
200-003 AND 200-004

DEVELOPER:
HARTLAND ASSOCIATES LLC
C/O BEE KAT TRAVEL
3001 WOODWARD AVENUE
ROYAL OAK, MI 48073
(248) 288-9800

DESIGNER:
PETER J. HUMBENBER, P.E.
BOSS ENGINEERING
31721 EAST GRAND OVERSEER
HUNTLEY, MI 48843
(517) 546-4835

NO.	DATE	DESCRIPTION
1	10-1-99	PRELIMINARY
2	10-1-99	FINAL

CLIENT	PROJECT	TITLE
HARTLAND ASSOCIATES LLC	FOLDENAUER FARMS	SITE PLAN

NO.	DATE	DESCRIPTION
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2	10-1-99	FINAL

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Part of the Northwest 1/4 of Section 31, T3N-R6E, Hartland Township, Livingston County, Michigan, more particularly described as follows: Commencing at the North 1/4 Corner of said Section 31; thence along the centerline of Bergin Road (66 foot wide Right of Way) and the North line of said Section 31, S 87°55'29" W, 1335.61 feet; thence along the West line of the East 1/2 of the Northwest 1/4 of said Section 31, S 02°53'40" E, 1255.21 feet, to the POINT OF BEGINNING of the Parcel to be described; thence N 58°56'00" E, 58.36 feet; thence along the Westerly Right of Way of a 66 foot wide Private Road Easement as described below on the following four (4) courses: 1) S 31°04'00" E, 127.47 feet; 2) Southeasterly along an arc right 66.19 feet, having a radius of 267.00 feet, a central angle of 14°12'17", and a long chord which bears S 23°57'52" E, 66.02 feet; 3) S 16°51'43" E, 437.68 feet; 4) 55.76 feet along an arc right, having a radius of 367.00 feet, a central angle of 08°42'20", and a long chord which bears S 12°30'34" E, 55.71 feet; thence S 81°50'36" W, 50.00 feet; thence N 55°41'40" W, 251.76 feet; thence along the West line of the East 1/2 of the Northwest 1/4 of said Section 31, N 02°53'40" W, 478.47 feet, to the POINT OF BEGINNING; Containing 2.19 acres, more or less, and including use of a Private Road Easement as described below. Also subject to and including the use of Utility Easement B, as described below. Also including the use of Utility Easement A, Utility Easement C and Utility Easement D, as described below. Also subject to Drainage Easement D as described below. Also subject to any other easements or restrictions of record.

PARCEL 2

Part of the Northwest 1/4 of Section 31, T3N-R6E, Hartland Township, Livingston County, Michigan, more particularly described as follows: Commencing at the North 1/4 Corner of said Section 31; thence along the centerline of Bergin Road (66 foot wide Right of Way) and the North Line of said Section 31, S 87°55'29" W, 1335.61 feet; thence along the West line of the East 1/2 of the Northwest 1/4 of said Section 31, S 02°53'40" E, 1733.68 feet, to the POINT OF BEGINNING of the Parcel to be described; thence S 55°41'40" E, 251.76 feet; thence N 81°50'36" E, 50.00 feet; thence along the Westerly Right of Way of a Private Road Easement as described below, S 08°09'24" E, 284.86 feet; thence S 81°50'36" W, 175.69 feet; thence N 44°09'38" W, 78.08 feet; thence S 87°06'20" W, 50.00 feet; thence along the West line of the East 1/2 of the Northwest 1/4 of said Section 31, N 02°53'40" W, 388.71 feet, to the POINT OF BEGINNING; Containing 2.01 acres, more or less, and including use of a Private Road Easement as described below. Also subject to and including the use of Utility Easement B, as described below. Also including the use of Utility Easement A, Utility Easement C and Utility Easement D, as described below. Also subject to any other easements or restrictions of record.

PARCEL 3

Part of the Northwest 1/4 of Section 31, T3N-R6E, Hartland Township, Livingston County, Michigan, more particularly described as follows: Commencing at the North 1/4 Corner of said Section 31; thence along the centerline of Bergin Road (66 foot wide Right of Way) and the North Line of said Section 31, S 87°55'29" W, 1335.61 feet; thence along the West line of the East 1/2 of the Northwest 1/4 of said Section 31, S 02°53'40" E, 2122.39 feet, to the POINT OF BEGINNING of the Parcel to be described; thence N 87°06'20" E, 50.00 feet; thence S 44°09'38" E, 78.08 feet; thence N 81°50'36" E, 175.69 feet; thence along the Westerly Right of Way of a 66 foot wide Private Road Easement as described below, S 08°09'24" E, 91.78 feet; thence continuing along said Westerly Right of Way, South on an arc right, having a length of 57.52 feet, a radius of 75.00 feet, a central angle of 43°56'44", and a long chord which bears S 13°48'58" W, 56.12 feet; thence along said Westerly Right of Way, Southwest on an arc left, having a length of 64.34 feet, a radius of 75.00 feet, a central angle of 49°09'59", and a long chord which bears S 11°12'51" W, 62.38 feet; thence S 76°38'21" W, 63.38 feet; thence S 31°13'37" W, 340.85 feet; thence along the West line of the East 1/2 of the Northwest 1/4 of said Section 31, N 02°53'40" W, 541.90 feet, to the POINT OF BEGINNING; Containing 2.00 acres, more or less, and including use of a Private Road Easement as described below. Also subject to and including the use of Utility Easement B, as described below. Also including the use of Utility Easement A, Utility Easement C, Utility Easement D and Utility Easement G, as described below. Also subject to and including use of Utility Easement E as described below. Also subject to Drainage Easement E as described below. Also subject to and including use of, as described in Exhibit C below. Also subject to any other easements or restrictions of record.

PARCEL 4

Part of the Northwest 1/4 of Section 31, T3N-R6E, Hartland Township, Livingston County, Michigan, more particularly described as follows: Commencing at the North 1/4 Corner of said Section 31; thence along the centerline of Bergin Road (66 foot wide Right of Way) and the North Line of said Section 31, S 87°55'29" W, 1335.61 feet; thence along the West line of the East 1/2 of the Northwest 1/4 of said Section 31, S 02°53'40" E, 2664.30 feet, to the POINT OF BEGINNING of the Parcel to be described; thence N 31°13'37" E, 340.85 feet; thence N 76°38'21" E, 63.38 feet; thence along the Southerly line of a 66 foot wide Private Road Easement as described below, South on an arc left, having a length of 139.12 feet, a radius of 75.00 feet, a central angle of 106°16'43" and a long chord which bears S 66°30'00" E, 120.01 feet; thence S 29°38'29" E, 277.11 feet; thence along the East-West 1/4 line of said Section 31, S 87°56'57" W, 485.79 feet, to the POINT OF BEGINNING; Containing 2.01 acres, more or less, and including use of a Private Road Easement as described below. Also subject to and including the use of Utility Easement B, as described below. Also including the use of Utility Easement A, Utility Easement C and Utility Easement D, as described below. Also subject to and including use of Utility Easement E, Utility Easement F and Utility Easement G as described below. Also subject to any other easements or restrictions of record.

PJF
Sheet 7 OF 15

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ENGINEERS & SURVEYORS

3121 East Grand River • Howell, Michigan 48843
Phone (517)546 4836 • Brighton (810)229 4773 • Fax (517)548 1670



PARCEL 5

Part of the Northwest 1/4 of Section 31, T3N-R6E, Hartland Township, Livingston County, Michigan, more particularly described as follows: Commencing at the North 1/4 Corner of said Section 31; thence along the centerline of Bergin Road (66 foot wide Right of Way) and the North Line of said Section 31, S 87°55'29" W, 1335.61 feet; thence along the West line of the East 1/2 of the Northwest 1/4 of said Section 31, S 02°53'40" E, 2664.30 feet; thence along the East-West 1/4 line of said Section 31, N 87°56'57" E, 485.79 feet, to the POINT OF BEGINNING of the Parcel to be described; thence N 29°38'29" W, 277.11 feet; thence along the Southerly Right of Way of a 66 foot wide Private Road Easement as described below, Northeast on an arc left, having a length of 147.21 feet, a radius of 75.00 feet, a central angle of 112°27'46" and a long chord which bears N 04°07'45" E, 124.69 feet; thence continuing along said Right of Way, Northwest on an arc right, having a length of 57.52 feet, a radius of 75.00 feet, a central angle of 43°56'44", and a long chord which bears N 30°07'46" W, 56.12 feet; thence N 81°50'36" E, 228.76 feet; thence S 10°13'51" E, 448.00 feet; thence along the East-West 1/4 line of said Section 31, S 87°56'57" W, 149.86 feet, to the POINT OF BEGINNING; Containing 2.01 acres, more or less, and including use of a Private Road Easement as described below. Also subject to and including the use of Utility Easement B, as described below. Also including the use of Utility Easement A, Utility Easement C and Utility Easement D, as described below. Also subject to and including use of Utility Easement F and Utility Easement G as described below. Also subject to any other easements or restrictions of record.

PARCEL 6

Part of the Northwest 1/4 of Section 31, T3N-R6E, Hartland Township, Livingston County, Michigan, more particularly described as follows: Commencing at the North 1/4 Corner of said Section 31; thence along the centerline of Bergin Road (66 foot wide Right of Way) and the North Line of said Section 31, S 87°55'29" W, 1335.61 feet; thence along the West line of the East 1/2 of the Northwest 1/4 of said Section 31, S 02°53'40" E, 2664.30 feet; thence along the East-West 1/4 line of said Section 31, N 87°56'57" E, 635.65 feet; thence N 10°13'51" W, 448.00 feet; thence S 81°50'36" W, 228.76 feet; thence along the Easterly Right of Way of a 66 foot wide Private Road Easement as described below, N 08°09'24" W, 91.00 feet, to the POINT OF BEGINNING of the Parcel to be described; thence continuing along said Right of Way, N 08°09'24" W, 233.59 feet; thence N 81°50'36" E, 373.00 feet; thence S 07°42'56" E, 233.60 feet; thence S 81°50'36" W, 371.20 feet, to the POINT OF BEGINNING; Containing 2.00 acres, more or less, and including use of a Private Road Easement as described below. Also subject to and including the use of Utility Easement B, as described below. Also including the use of Utility Easement A, Utility Easement C and Utility Easement D, as described below. Also subject to Drainage Easement for Wetlands Mitigation B, as described below. Also subject to any other easements or restrictions of record.

PARCEL 7

Part of the Northwest 1/4 of Section 31, T3N-R6E, Hartland Township, Livingston County, Michigan, more particularly described as follows: Commencing at the North 1/4 Corner of said Section 31; thence along the centerline of Bergin Road (66 foot wide Right of Way) and the North Line of said Section 31, S 87°55'29" W, 1335.61 feet; thence along the West line of the East 1/2 of the Northwest 1/4 of said Section 31, S 02°53'40" E, 2664.30 feet; thence along the East-West 1/4 line of said Section 31, N 87°56'57" E, 635.65 feet; thence N 10°13'51" W, 448.00 feet; thence S 81°50'36" W, 228.76 feet; thence along the Easterly Right of Way of a 66 foot wide Private Road Easement as described below, N 08°09'24" W, 324.59 feet, to the POINT OF BEGINNING of the Parcel to be described; thence continuing along said Right of Way, N 08°09'24" W, 52.05 feet; thence continuing along said Right of Way, North on an arc left, having a length of 65.79 feet, a radius of 433.00 feet, a central angle of 08°42'19", and a long chord which bears N 12°30'34" W, 65.73 feet; thence continuing along said Right of Way, N 16°51'43" W, 82.80 feet; thence N 73°08'18" E, 397.09 feet; thence S 07°42'56" E, 259.54 feet; thence S 81°50'36" W, 373.00 feet, to the POINT OF BEGINNING; Containing 2.01 acres, more or less, and including use of a Private Road Easement as described below. Also subject to and including the use of Utility Easement B, as described below. Also including the use of Utility Easement A, Utility Easement C and Utility Easement D, as described below. Also subject to Drainage Easement for Wetlands Mitigation B, as described below. Also subject to any other easements or restrictions of record.

PARCEL 8

Part of the Northwest 1/4 of Section 31, T3N-R6E, Hartland Township, Livingston County, Michigan, more particularly described as follows: Commencing at the North 1/4 Corner of said Section 31; thence along the centerline of Bergin Road (66 foot wide Right of Way) and the North Line of said Section 31, S 87°55'29" W, 1335.61 feet; thence along the West line of the East 1/2 of the Northwest 1/4 of said Section 31, S 02°53'40" E, 2664.30 feet; thence along the East-West 1/4 line of said Section 31, N 87°56'57" E, 635.65 feet; thence N 10°13'51" W, 448.00 feet; thence S 81°50'36" W, 228.76 feet; thence along the Easterly Right of Way of a 66 foot wide Private Road Easement as described below, on the following three (3) courses: 1) N 08°09'24" W, 376.64 feet; 2) North on an arc left, having a length of 65.79 feet, a radius of 433.00 feet, a central angle of 08°42'19", and a long chord which bears N 12°30'34" W, 65.73 feet; 3) N 16°51'43" W, 82.80 feet to the POINT OF BEGINNING of the Parcel to be described; thence continuing along Easterly Right of Way of said Private Road Easement, N 16°51'43" W, 225.00 feet; thence N 73°08'17" E, 379.60 feet; thence S 21°18'22" E, 225.68 feet; thence S 73°08'18" W, 397.09 feet, to the POINT OF BEGINNING; Containing 2.01 acres, more or less, and including use of a Private Road Easement as described below. Also subject to and including the use of Utility Easement B, as described below. Also including the use of Utility Easement A, Utility Easement C and Utility Easement D, as described below. Also subject to Drainage Easement for Wetlands Mitigation B, as described below. Also subject to any other easements or restrictions of record.

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Exhibit E
Page 2 of 7



PARCEL 9

Part of the Northwest 1/4 of Section 31, T3N-R6E, Hartland Township, Livingston County, Michigan, more particularly described as follows: Commencing at the North 1/4 Corner of said Section 31; thence along the centerline of Bergin Road (66 foot wide Right of Way) and the North Line of Said Section 31, S 87°55'29" W, 858.56 feet; thence S 02°04'31" E, 330.00 feet; thence along the Northerly Right of Way of a 66 foot wide Private Road Easement as described below, N 87°55'29" E, 848.29 feet; thence S 02°04'31" E, 66.00 feet; thence along the Southerly Right of Way of said Easement, S 87°55'29" W, 600.00 feet, to the POINT OF BEGINNING of the Parcel to be described; thence S 02°04'31" E, 437.67 feet; thence N 58°03'32" W, 299.55 feet; thence N 02°04'31" W, 270.09 feet; thence along the Southerly Right of Way of said Easement, N 87°55'29" E, 248.29 feet, to the POINT OF BEGINNING; Containing 2.02 acres, more or less, and including use of a Private Road Easement as described below. Also subject to and including the use of Utility Easement B, as described below. Also including the use of Utility Easement A, Utility Easement C and Utility Easement D, as described below. Also subject to Drainage Easement for Wetlands Mitigation A, as described below. Also subject to any other easements or restrictions of record.

PARCEL 10

Part of the Northwest 1/4 of Section 31, T3N-R6E, Hartland Township, Livingston County, Michigan, more particularly described as follows: Commencing at the North 1/4 Corner of said Section 31; thence along the centerline of Bergin Road (66 foot wide Right of Way) and the North Line of Said Section 31, S 87°55'29" W, 858.56 feet; thence S 02°04'31" E, 330.00 feet; thence along the Northerly Right of Way of a 66 foot wide Private Road Easement as described below, N 87°55'29" E, 848.29 feet; thence S 02°04'31" E, 66.00 feet; thence along the Southerly Right of Way of said Easement, S 87°55'29" W, 400.00 feet, to the POINT OF BEGINNING of the Parcel to be described; thence S 02°04'31" E, 437.67 feet; thence S 87°55'29" W, 200.00 feet; thence N 02°04'31" W, 437.67 feet; thence along the Southerly Right of Way of said Easement, N 87°55'29" E, 200.00 feet, to the POINT OF BEGINNING; Containing 2.01 acres, more or less, and including use of a Private Road Easement as described below. Also subject to and including the use of Utility Easement B, as described below. Also including the use of Utility Easement A, Utility Easement C and Utility Easement D, as described below. Also subject to Drainage Easement for Wetlands Mitigation A, as described below. Also subject to any other easements or restrictions of record.

PARCEL 11

Part of the Northwest 1/4 of Section 31, T3N-R6E, Hartland Township, Livingston County, Michigan, more particularly described as follows: Commencing at the North 1/4 Corner of said Section 31; thence along the centerline of Bergin Road (66 foot wide Right of Way) and the North Line of Said Section 31, S 87°55'29" W, 858.56 feet; thence S 02°04'31" E, 330.00 feet; thence along the Northerly Right of Way of a 66 foot wide Private Road Easement as described below, N 87°55'29" E, 848.29 feet; thence S 02°04'31" E, 66.00 feet; thence along the Southerly Right of Way of said Easement, S 87°55'29" W, 200.00 feet to the POINT OF BEGINNING of the Parcel to be described, thence S 02°04'31" E, 437.67 feet; thence S 87°55'29" W, 200.00 feet; thence N 02°04'31" W, 437.67 feet; thence along the Southerly Right of Way of said Easement, N 87°55'29" E, 200.00 feet, to the POINT OF BEGINNING; Containing 2.01 acres, more or less, and including use of a Private Road Easement as described below. Also subject to and including the use of Utility Easement B, as described below. Also including the use of Utility Easement A, Utility Easement C and Utility Easement D, as described below. Also subject to Drainage Easement for Wetlands Mitigation A, as described below. Also subject to any other easements or restrictions of record.

PARCEL 12

Part of the Northwest 1/4 of Section 31, T3N-R6E, Hartland Township, Livingston County, Michigan, more particularly described as follows: Commencing at the North 1/4 Corner of said Section 31; thence along the centerline of Bergin Road (66 foot wide Right of Way) and the North Line of Said Section 31, S 87°55'29" W, 858.56 feet; thence S 02°04'31" E, 330.00 feet; thence along the Northerly Right of Way of a 66 foot wide Private Road Easement as described below, N 87°55'29" E, 848.29 feet; thence S 02°04'31" E, 66.00 feet to the POINT OF BEGINNING of the Parcel to be described; thence S 02°04'31" E, 437.67 feet; thence S 87°55'29" W, 200.00 feet; thence N 02°04'31" W, 437.67 feet; thence along the Southerly Right of Way of said Easement, N 87°55'29" E, 200.00 feet, to the POINT OF BEGINNING; Containing 2.01 acres, more or less, and including use of a Private Road Easement as described below. Also subject to and including the use of Utility Easement B, as described below. Also including the use of Utility Easement A, Utility Easement C and Utility Easement D, as described below. Also subject to any other easements or restrictions of record.

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PARCEL 13

LIBER 2844 PAGE 0618

Part of the Northwest 1/4 of Section 31, T3N-R6E, Hartland Township, Livingston County, Michigan, more particularly described as follows: Commencing at the North 1/4 Corner of said Section 31; thence along the centerline of Bergin Road (66 foot wide Right of Way) and the North Line of Said Section 31, S 87°55'29" W, 594.56 feet, to the POINT OF BEGINNING of the Parcel to be described; thence S 02°04'31" E, 330.00 feet; thence along the Northerly Right of Way of a 66 foot wide Private Road Easement as described below, S 87°55'29" W, 264.00 feet; thence N 02°04'31" W, 330.00 feet; thence along the centerline of Bergin Road (66 foot wide Right of Way) and the North Line of Said Section 31, N 87°55'29" E, 264.00 feet, to the POINT OF BEGINNING; Containing 2.00 acres, more or less, and subject to the rights of the public over said Bergin Road. Also including use of a Private Road Easement, as described below. Also subject to and including use of Utility Easement B and Utility Easement C, as described below. Also including use of Utility Easement A and Utility Easement D, as described below. Also subject to any other easements or restrictions of record.

PARCEL 14

Part of the Northeast 1/4 of Section 31, T3N-R6E, Hartland Township, Livingston County, Michigan, more particularly described as follows: Commencing at the North 1/4 Corner of said Section 31; thence along the centerline of Bergin Road (66 foot wide Right of Way) and the North Line of Said Section 31, N 87°51'05" E, 875.61 feet, to the POINT OF BEGINNING of the Parcel to be described; thence continuing along said centerline of Bergin Road and the North Line of said Section 31, N 87°51'05" E, 462.58 feet; thence along the East line of the West 1/2 of the Northeast 1/4 of said Section 31, S 02°30'10" E, 241.72 feet; thence S 87°51'05" W, 267.44 feet; thence N 62°25'24" W, 225.50 feet; thence N 02°30'17" W, 129.80 feet, to the POINT OF BEGINNING; Containing 2.32 acres, more or less, and subject to the rights of the public over said Bergin Road. Also including the use of Utility Easement A and subject to and including use of Utility Easement C, as described below. Also subject to any other easements or restrictions of record.

PRIVATE ROAD EASEMENT

Part of the Northeast 1/4 and the Northwest 1/4 of Section 31, T3N-R6E, Hartland Township, Livingston County, Michigan, more particularly described as follows: Commencing at the North 1/4 Corner of said Section 31; thence along the centerline of Bergin Road (66 foot wide Right of Way) and the North Line of Said Section 31, N 87°51'05" E, 350.00 feet to the POINT OF BEGINNING of the Easement to be described; thence S 02°45'29" E, 396.46 feet; thence S 87°55'29" W, 365.01 feet; thence continuing S 87°55'29" W, 970.81 feet; thence Southwest on an arc left, having a length of 423.22 feet, a radius of 267.00 feet, a central angle of 90°49'09" and a long chord which bears S 42°30'55" W, 380.28 feet; thence S 02°53'40" E, 402.44 feet; thence Southeast on an arc left, having a length of 131.28 feet, a radius of 267.00 feet, a central angle of 28°10'20", and a long chord which bears S 16°58'50" E, 129.97 feet; thence S 31°04'00" E, 127.47 feet; thence Southeast on an arc right, having a length of 82.56 feet, a radius of 333.00 feet, a central angle of 14°12'17", and a long chord which bears S 23°57'52" E, 82.35 feet; thence S 16°51'43" E, 437.68 feet; thence South on an arc right, having a length of 65.79 feet, a radius of 433.00 feet, a central angle of 08°42'19", and a long chord which bears S 12°30'34" E, 65.73 feet; thence S 08°09'24" E, 376.64 feet; thence Southeast on an arc left, having a length of 57.52 feet, a radius of 75.00 feet, a central angle of 43°56'44", and a long chord which bears S 30°07'46" E, 56.12 feet; thence South on an arc right, having a length of 350.67 feet, a radius of 75.00 feet, a central angle of 267°53'28", and a long chord which bears S 81°50'36" W, 108.00 feet; thence Northeast on an arc left, having a length of 57.52 feet, a radius of 75.00 feet, a central angle of 43°56'44", and a long chord which bears N 13°48'58" E, 56.12 feet; thence N 08°09'24" W, 376.64 feet; thence Northwest on an arc left, having a length of 55.76 feet, a radius of 367.00 feet, a central angle of 08°42'19" and a long chord which bears N 12°30'34" W, 55.71 feet; thence N 16°51'43" W, 437.68 feet; thence Northwest on an arc left, having a length of 66.19 feet, a radius of 267.00 feet, a central angle of 14°12'17", and a long chord which bears N 23°57'52" W, 66.02 feet; thence N 31°04'00" W, 127.47 feet; thence Northwest on an arc right, having a length of 163.74 feet, a radius of 333.00 feet, a central angle of 28°10'20", and a long chord which bears N 16°58'50" W, 162.09 feet; thence N 02°53'40" W, 402.44 feet; thence Northeast on an arc right, having a length of 527.84 feet, a radius of 333.00 feet, a central angle of 90°49'09", and a long chord which bears N 42°30'54" E, 474.29 feet; thence N 87°55'29" E, 970.81 feet; thence continuing N 87°55'29" E, 278.61 feet; thence N 02°45'29" W, 330.35 feet to the centerline of Bergin Road (66 foot wide Right of Way) and the North Line of Said Section 31, thence along the centerline of Bergin Road (66 foot wide Right of Way) and the North Line of Said Section 31, N 87°51'05" E, 85.61 feet to the POINT OF BEGINNING.

UTILITY EASEMENT A

Part of the Northwest 1/4 of Section 31, T3N-R6E, Hartland Township, Livingston County, Michigan, more particularly described as follows: Commencing at the Northwest Corner of said Section 31; thence along the centerline of Bergin Road (66 foot wide Right of Way) and the North Line of Said Section 31, N 87°55'29" E, 1335.33 feet, thence S 02°53'40" E, 50.00 feet to the POINT OF BEGINNING of the Easement to be described; thence N 87°55'29" E, 195.00 feet; thence S 02°53'40" E, 12.00 feet; thence S 87°55'29" W, 195.00 feet; thence N 02°53'40" W, 12.00 feet to the POINT OF BEGINNING.

UTILITY EASEMENT B

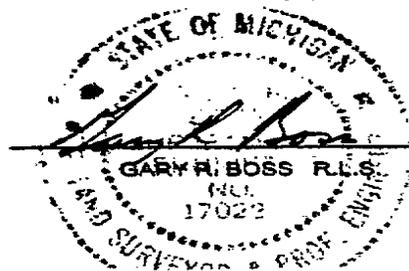
Part of the Northeast 1/4 and the Northwest 1/4 of Section 31, T3N-R6E, Hartland Township, Livingston County, Michigan, more particularly described as follows: Commencing at the North 1/4 Corner of said Section 31; thence along the centerline of Bergin Road (66 foot wide Right of Way) and the North Line of Said Section 31, N 87°51'05" E, 350.00 feet to the POINT OF BEGINNING of the Easement to be described; thence along the Westerly line of a 12 foot wide Utility Easement, S 02°45'29" E, 396.46 feet; thence along the Northerly Line of a 12 foot wide Utility Easement, S 87°55'29" W, 365.01 feet; thence continuing along the Northerly Line of a 12 foot wide Utility Easement, S 87°55'29" W, 970.81 feet; thence along the Northwesterly line of a 12 foot wide Utility

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Exhibit E
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Easement, Southwest on an arc left, having a length of 423.22 feet, a radius of 267.00 feet, a central angle of 90°49'09" and a long chord which bears S 42°30'55" W, 380.28 feet; thence along the Westerly line of a 12 foot wide Utility Easement, S 02°53'40" E, 131.00 feet; thence along the Northerly Line of a 35 foot wide Utility Easement; Easement; N 87°06'20" E, 35.00 feet; thence along the Easterly Line of a 35 foot wide Utility Easement, Southeast on an arc S 02°53'40" E, 271.44 feet, thence along the easterly line of a 35 foot wide Utility Easement, Southeast on an arc S 16°58'50" E, 112.93 feet; thence along the Easterly Line of a 35 foot wide Utility Easement, Southeast on an arc right, having a length of 127.47 feet; thence along the Easterly Line of a 35 foot wide Utility Easement, Southeast on an arc right, having a length of 65.71 feet; a radius of 368.00 feet; a central angle of 10°13'53", and a long chord which bears S 69°09'52" W, 35.00 S 25°57'04" E, 65.63 feet; thence along the Southerly Line of a 35 foot wide Utility Easement, Southeast on an arc right, having a length of 23.09 feet, a radius of 333.00 feet; a central angle of 03°58'24", and a long chord which bears S 18°50'55" E, 23.09 feet; thence along the Westerly line of a 12 foot wide Utility Easement, S 16°51'43" E, 437.68 feet; thence along the Westerly line of a 12 foot wide Utility Easement, South on an arc right, having a length of 65.79 feet, a radius of 433.00 feet, a central angle of 08°42'19", and a long chord which bears S 12°30'34" E, 65.73 feet; thence along the Westerly line of a 12 foot wide Utility Easement, S 08°09'24" E, 376.64 feet; thence along the Westerly line of a 12 foot wide Utility Easement, South on an arc left, having a length of 57.52 feet, a radius of 75.00 feet, a central angle of 43°56'44", and a long chord which bears S 30°07'46" E, 56.12 feet; thence along the Westerly line of a 12 foot wide Utility Easement, Southeast on an arc right, having a length of 350.67 feet, a radius of 75.00 feet, a central angle of 267°53'28", and a long chord which bears S 81°50'36" W, 108.00 feet; thence along the Easterly line of a 12 foot wide Utility Easement, Northeast on an arc left, having a length of 57.52 feet, a radius of 75.00 feet, a central angle of 43°56'44", and a long chord which bears N 13°48'58" E, 56.12 feet; thence along the Easterly line of a 12 foot wide Utility Easement, North on an arc left, having a length of 55.76 feet, a radius of 367.00 feet, a central angle of 08°42'19" and a long chord which bears N 12°30'34" W, 55.71 feet; thence along the Easterly line of a 12 foot wide Utility Easement, North on an arc left, having a length of 66.19 feet, a radius of 267.00 feet, a central angle of 14°12'17", and a long chord which bears N 23°57'52" W, 66.02 feet; thence along the Easterly line of a 12 foot wide Utility Easement, Northwest on an arc N 31°04'00" W, 127.47 feet; thence along the Easterly line of a 12 foot wide Utility Easement, Northwest on an arc right, having a length of 163.74 feet, a radius of 333.00 feet, a central angle of 28°10'20", and a long chord which bears N 16°58'50" W, 162.09 feet; thence along the Easterly line of a 12 foot wide Utility Easement, North on an arc right, having a length of 402.44 feet; thence along the Easterly line of a 12 foot wide Utility Easement, North on an arc right, having a length of 527.84 feet, a radius of 333.00 feet, a central angle of 90°49'09", and a long chord which bears N 42°30'54" E, 474.29 feet; thence along the Southerly line of a 12 foot wide Utility Easement, N 87°55'29" E, 970.81 feet; thence continuing along the Southerly line of a 12 foot wide Utility Easement, N 87°55'29" E, 278.61 feet; thence along the Easterly Line of a 12 foot wide utility easement, N 02°45'29" W, 330.35 feet to the centerline of Bergin Road (66 foot wide Right of Way) and the POINT OF TERMINUS.

UTILITY EASEMENT C

Part of the Northeast ¼ and the Northwest ¼ of Section 31, T3N-R6E, Hartland Township, Livingston County, Michigan, more particularly described as follows: Commencing at the Northwest Corner of said Section 31; thence along the centerline of Bergin Road (66 foot wide Right of Way) and the North Line of said Section 31, N 87°55'29" E, 1695.33 feet, thence S 02°53'40" E, 50.00 feet to the POINT OF BEGINNING of the Easement to be described; thence N 87°55'29" E, 975.48 feet to the North-South ¼ Line of said Section 31, thence N 87°51'05" E, 1337.97 feet; thence along the East Line of the West ¼ of the Northeast ¼ of said Section 31, thence S 87°55'29" W, 975.46 feet; thence N 02°53'40" W, 12.00 feet to the POINT OF BEGINNING.

UTILITY EASEMENT D

Part of the Northwest 1/4 of Section 31, T3N-R6E, Hartland Township, Livingston County, Michigan, more particularly described as follows: Commencing at the North ¼ Corner of said Section 31, thence along the North-South ¼ Line, S 02°45'29" E, 62.00 feet; thence along the Southerly Line of Utility Easement C, S 87°55'29" W, 15.41 feet to the POINT OF BEGINNING; thence S 02°04'31" E, 255.99 feet; thence along the Northerly Line of Utility Easement B, S 87°55'29" W, 12.00 feet; thence N 02°04'31" W, 255.99 feet; thence along the Southerly Line of Utility Easement C, N 87°55'29" E, 12.00 feet to the POINT OF BEGINNING.

UTILITY EASEMENT E

Part of the Northwest 1/4 of Section 31, T3N-R6E, Hartland Township, Livingston County, Michigan, more particularly described as follows: Commencing at the Northwest Corner of said Section 31; thence along the centerline of Bergin Road (66 foot wide Right of Way) and the North Line of said Section 31, N 87°55'29" E, 1335.33 feet, thence along the West Line of the East ¼ of the Northwest ¼, of said Section 31, S 02°53'40" E, 2644.30 feet to the POINT OF BEGINNING of the Easement to be described; thence along the centerline of a 20 foot wide Utility Easement, N 31°13'37" E, 340.85 feet; thence continuing along the centerline of a 20 foot wide Utility Easement, N 76°38'21" E, 63.38 feet to the POINT OF TERMINUS.

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LIDER 2844 PAGE 0620

UTILITY EASEMENT

Part of the Northwest 1/4 of Section 31, T3N-R6E, Hartland Township, Livingston County, Michigan, more particularly described as follows: Commencing at the Northwest Corner of said Section 31; thence along the centerline of Bergin Road (66 foot wide Right of Way) and the North Line of Said Section 31, N 87°55'29" E, 1335.33 feet, thence along the West Line of the East 1/2 of the Northwest 1/4, of said Section 31, S 02°53'40" E, 2644.30 feet; thence along the East-West 1/2 Line of said Section 31, N 87°56'57" E, 485.79 feet to the POINT OF BEGINNING of the Easement to be described; thence along the centerline of a 20 foot wide Utility Easement, N 29°38'29" W, 277.11 feet to the POINT OF TERMINUS.

UTILITY EASEMENT G

Part of the Northwest 1/4 and Northeast 1/4 of Section 31, T3N-R6E, Hartland Township, Livingston County, Michigan, more particularly described as follows: Commencing at the Northwest Corner of said Section 31; thence along the centerline of Bergin Road (66 foot wide Right of Way) and the North Line of Said Section 31, N 87°55'29" E, 1335.33 feet, thence along the West Line of the East 1/2 of the Northwest 1/4, of said Section 31, S 02°53'40" E, 2644.30 feet to the POINT OF BEGINNING of the Easement to be described; thence along the East-West 1/2 Line of said Section 31 and the Southerly Line of a 6 foot wide Utility Easement, N 87°56'57" E, 1329.27 feet to the Center of said Section 31; thence continuing along the East-West 1/2 Line of said Section 31 and the Southerly Line of a 6 foot wide Utility Easement, 1326.33 feet to the POINT OF TERMINUS.

DRAINAGE EASEMENT A

Part of the Northwest 1/4 of Section 31, T3N-R6E, Hartland Township, Livingston County, Michigan, more particularly described as follows: Commencing at the North 1/4 Corner of said Section 31; thence along the centerline of Bergin Road (66 foot wide Right of Way) and the North Line of Said Section 31, S 87°55'29" W, 858.56 feet; thence S 02°04'31" E, 330.00 feet; thence along the Northerly line of a 66 foot wide Private Road Easement, as described above, N 87°55'29" E, 344.00 feet to the POINT OF BEGINNING of the Easement to be described, thence N 02°04'31" W, 20.00 feet; thence N 87°55'29" E, 20.00 feet, thence S 02°04'31" E, 20.00 feet; thence along the Northerly line of a 66 foot wide Private Road Easement, as described above, S 87°55'29" W, 20.00 feet to the POINT OF BEGINNING.

DRAINAGE EASEMENT B

Part of the Northwest 1/4 of Section 31, T3N-R6E, Hartland Township, Livingston County, Michigan, more particularly described as follows: Commencing at the North 1/4 Corner of said Section 31; thence along the centerline of Bergin Road (66 foot wide Right of Way) and the North Line of Said Section 31, S 87°55'29" W, 858.56 feet; thence S 02°04'31" E, 330.00 feet; thence along the Northerly line of a 66 foot wide Private Road Easement, as described above, S 87°55'29" W, 122.52 feet; thence along the Northerly line of a 66 foot wide Private Road Easement, as described above, Southwest on an arc left, having a length of 95.01 feet, a radius of 333.00 feet, a central angle of 16°20'52", and a long chord which bears S 79°45'03" W, 94.69 feet to the POINT OF BEGINNING of the Easement to be described; thence continuing along said Northerly line of said Private Road Easement Southwest on an arc left having a length of 25.01 feet, a radius of 333.00 feet, a central angle of 04°18'19", and a long chord which bears S 69°25'32" W, 25.00 feet; thence N 20°34'28" W, 35.00 feet; thence N 69°25'32" E, 25.00 feet; thence S 20°34'28" E, 35.00 feet, to the POINT OF BEGINNING.

DRAINAGE EASEMENT C

Part of the Northwest 1/4 of Section 31, T3N-R6E, Hartland Township, Livingston County, Michigan, more particularly described as follows: Commencing at the North 1/4 Corner of said Section 31; thence along the centerline of Bergin Road (66 foot wide Right of Way) and the North Line of Said Section 31, S 87°55'29" W, 858.56 feet; thence S 02°04'31" E, 330.00 feet; thence along the Northerly line of a 66 foot wide Private Road Easement, as described above, N 87°55'29" E, 848.29 feet; thence S 02°04'31" E, 66.00 feet; thence S 87°55'29" W, 970.81 feet; thence Southwest on an arc left, having a length of 423.22 feet, a radius of 267.00 feet, a central angle of 90°49'09" and a long chord which bears S 42°30'55" W, 380.28 feet; thence S 02°53'40" E, 402.44 feet; thence Southeast on an arc left, having a length of 131.28 feet, a radius of 267.00 feet, a central angle of 28°10'20", and a long chord which bears S 16°58'50" E, 129.97 feet; thence S 31°04'00" E, 127.47 feet; thence Southeast on an arc right, having a length of 82.56 feet, a radius of 333.00 feet, a central angle of 14°12'17", and a long chord which bears S 23°57'52" E, 82.35 feet; thence S 16°51'43" E, 47.19 feet to the POINT OF BEGINNING of the Easement to be described; thence N 73°08'17" E, 30.00 feet; thence S 16°51'43" E, 20.00 feet; thence S 73°08'17" W, 30.00 feet; thence N 16°51'43" W 20.00 feet to the POINT OF BEGINNING.

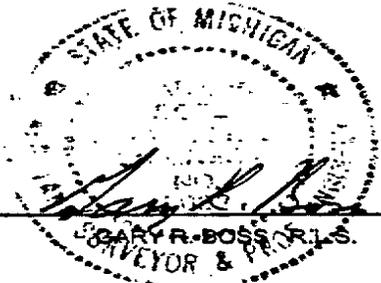
DRAINAGE EASEMENT D

Part of the Northwest 1/4 of Section 31, T3N-R6E, Hartland Township, Livingston County, Michigan, more particularly described as follows: Commencing at the North 1/4 Corner of said Section 31; thence along the centerline of Bergin Road (66 foot wide Right of Way) and the North line of said Section 31, S 87°55'29" W, 1335.61 feet; thence along the West line of the East 1/2 of the Northwest 1/4 of said Section 31, S 02°53'40" E, 1255.21 feet; thence N 58°56'00" E, 58.36 feet; thence along the Westerly Right of Way of a 66 foot wide Private Road Easement as described above, S 31°04'00" E, 127.47 feet; thence continuing along said Westerly Right of Way of a 66 foot wide Private Road Easement, 66.19 feet along an arc right, having a radius of 267.00 feet, a central angle of 14°12'17", and a long chord which bears S 23°57'52" E, 66.02 feet; thence continuing along said Private Road Easement S 16°51'43" E, 32.42 feet to the POINT OF BEGINNING of the Easement to be described; thence S 16°51'43" E, 20.00 feet; thence S 73°08'17" W, 30.00 feet; thence N 16°51'43" W, 20.00 feet; thence N 73°08'17" E, 30.00 feet to the POINT OF BEGINNING.

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DRAINAGE EASEMENT E

Part of the Northwest 1/4 of Section 31, T3N-R6E, Hartland Township, Livingston County, Michigan, more particularly described as follows: Commencing at the North 1/4 Corner of said Section 31; thence along the centerline of Bergin Road (66 foot wide Right of Way) and the North line of said Section 31, S 87°55'29" W, 1335.61 feet; thence along the West line of the East 1/2 of the Northwest 1/4 of said Section 31, S 02°53'40" E, 1255.21 feet; thence N 58°56'00" E, 58.36 feet; thence along the Westerly Right of Way of a 66 foot wide Private Road Easement as described below on the following five (5) courses: 1) S 31°04'00" E, 127.47 feet; 2) Southeast on an arc right, having a length of 66.19 feet, a radius of 267.00 feet, a central angle of 14°12'17", and a long chord which bears S 23°57'52" E, 66.02 feet; 3) S 16°51'43" E, 437.68 feet; 4) thence South on an arc right, having a length of 55.76 feet, a radius of 367.00 feet, a central angle of 08°42'20", and a long chord which bears S 12°30'34" E, 55.71 feet; 5) S 08°09'24" E, 304.30 feet to the POINT OF BEGINNING of the Easement to be described; thence S 08°09'24" E, 20.00 feet; thence S 81°50'36" W, 35.00 feet; thence N 08°09'24" W, 20.00 feet; thence N 81°50'36" E, 35.00 feet to the POINT OF BEGINNING.

DRAINAGE EASEMENT F

Part of the Northwest 1/4 of Section 31, T3N-R6E, Hartland Township, Livingston County, Michigan, more particularly described as follows: Commencing at the North 1/4 Corner of said Section 31; thence along the centerline of Bergin Road (66 foot wide Right of Way) and the North Line of said Section 31, S 87°55'29" W, 858.56 feet; thence S 02°04'31" E, 330.00 feet; thence along the Northerly line of a 66 foot wide Private Road Easement, as described above, N 87°55'29" E, 848.29 feet; thence S 02°04'31" E, 66.00 feet; thence along the Easterly Right of Way of a 66 foot wide Private Road Easement as described below on the following nine (9) courses: 1) S 87°55'29" W, 970.81 feet; 2) Southwest on an arc left, having a length of 423.22 feet, a radius of 267.00 feet, a central angle of 90°49'09" and a long chord which bears S 42°30'55" W, 380.28 feet; 3) S 02°53'40" E, 402.44 feet; 4) Southeast on an arc left, having a length of 131.28 feet, a radius of 267.00 feet, a central angle of 28°10'20", and a long chord which bears S 16°58'50" E, 129.97 feet; 5) S 31°04'00" E, 127.47 feet; 6) Southeast on an arc right, having a length of 82.56 feet, a radius of 333.00 feet, a central angle of 14°12'17", and a long chord which bears S 23°57'52" E, 82.35 feet; 7) S 16°51'43" E, 437.68 feet; 8) Southerly along an arc right, having a length of 65.79 feet, a radius of 433.00 feet, a central angle of 08°42'19", and a long chord which bears S 12°30'34" E, 65.73 feet; 9) S 08°09'24" E, 285.64 feet to the POINT OF BEGINNING of the Easement to be described; thence N 81°50'36" E, 90.00 feet; thence S 08°09'24" E, 30.00 feet; thence S 81°50'36" W, 90.00 feet; thence N 08°09'24" W, 30.00 feet to the POINT OF BEGINNING.

DRAINAGE EASEMENT FOR WETLANDS MITIGATION A

Part of the Northwest 1/4 of Section 31, T3N-R6E, Hartland Township, Livingston County, Michigan, more particularly described as follows: Commencing at the North 1/4 Corner of said Section 31; thence along the centerline of Bergin Road (66 foot wide Right of Way) and the North Line of said Section 31, S 87°55'29" W, 858.56 feet; thence S 02°04'31" E, 330.00 feet; thence along the Northerly line of a 66 foot wide Private Road Easement, as described above, N 87°55'29" E, 848.29 feet; thence S 02°04'31" E, 603.67 feet; thence S 87°55'29" W, 200.00 feet to the POINT OF BEGINNING of the Easement to be described; thence S 87°55'29" W, 400.00 feet; thence N 58°03'32" W, 299.55 feet; thence N 02°04'31" W, 150.81 feet; thence S 57°49'59" E, 301.03 feet; thence S 02°04'31" E, 0.81 feet; thence S 77°51'17" E, 204.71 feet; thence S 65°45'14" E, 224.88 feet to the POINT OF BEGINNING.

DRAINAGE EASEMENT FOR WETLANDS MITIGATION B

Part of the Northwest 1/4 of Section 31, T3N-R6E, Hartland Township, Livingston County, Michigan, more particularly described as follows: Commencing at the North 1/4 Corner of said Section 31; thence along the centerline of Bergin Road (66 foot wide Right of Way) and the North Line of said Section 31, S 87°55'29" W, 858.56 feet; thence S 02°04'31" E, 330.00 feet; thence along the Northerly line of a 66 foot wide Private Road Easement, as described above, N 87°55'29" E, 848.29 feet; thence S 02°04'31" E, 66.00 feet; thence along the Southerly line of a 66 foot wide Private Road Easement, as described above, S 87°55'29" W, 970.81 feet; thence along the Easterly line of a 66 foot wide Private Road Easement, as described above, on the following six (6) courses: 1) West on an arc left, having a length of 423.22 feet, a radius of 267.00 feet, a central angle of 90°49'09" and a long chord which bears S 42°30'55" W, 380.28 feet; 2) S 02°53'40" E, 402.44 feet; 3) Southwest on an arc left, having a length of 131.28 feet, a radius of 267.00 feet, a central angle of 28°10'20", and a long chord which bears S 16°58'50" E, 129.97 feet; 4) S 31°04'00" E, 127.47 feet; 5) Southeast on an arc right, having a length of 82.56 feet, a radius of 333.00 feet, a central angle of 14°12'17", and a long chord which bears S 23°57'52" E, 82.35 feet; 6) S 16°51'43" E, 129.88 feet; thence N 73°08'17" E, 229.15 feet to the POINT OF BEGINNING of the Easement to be described; thence continuing N 73°08'17" E, 150.45 feet; thence S 21°18'22" E, 225.68 feet; thence S 07°42'56" E, 493.14 feet; thence S 81°50'36" W, 150.00 feet; thence N 07°42'56" W, 470.15 feet; thence N 73°08'18" W, 1.48 feet; thence N 21°18'22" W, 225.68 feet to the POINT OF BEGINNING.

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