

RECORDED

2005 FEB 22 A 9 11

SALLY REYNOLDS  
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 appear on the records in this  
office except as stated.

2-22-05 *Dianne H. Hardy*  
Dianne H. Hardy, Treasurer  
Sec. 185 Act 266, 1893 as Amended  
Taxes not examined

HOMESTEAD DENIALS NOT EXAMINED

MASTER DEED  
OF  
FOX RIDGE II OF HARTLAND

280/4

A RESIDENTIAL CONDOMINIUM  
LIVINGSTON COUNTY CONDOMINIUM  
SUBDIVISION PLAN NO. 332

This Master Deed is made and executed this 20th day of January, 2005, by FOX RIDGE HOMES, L.L.C., a Michigan limited liability company (hereinafter referred to as "the Developer"), whose address is 41050 Vincenti Court, Novi, Michigan 48375.

WITNESSETH:

WHEREAS, Developer desires, by recording this Master Deed, together with the Condominium By-Laws attached hereto as Exhibit A and the Condominium Subdivision Plan attached hereto as Exhibit B (both of which are hereby incorporated by reference and made a part hereof), to establish the real property described in Article II below, together with the improvements located thereon, and the appurtenances thereto, as a condominium under the provisions of the Michigan Condominium Act (being MCLA 559.101 et. seq.)

NOW, THEREFORE, upon the recording hereof, Developer establishes Fox Ridge II of Hartland as a condominium under the Condominium Act and declares that the Condominium shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of said Act, and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Master Deed and the Exhibits hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the said real property, their grantees, successors, heirs, executors, administrators and assigns.

ARTICLE I  
TITLE AND NATURE

The Condominium shall be known as Fox Ridge II of Hartland, Livingston County Condominium Subdivision Plan No. 332. The architectural plans and specifications for the improvements constructed within the Condominium will be filed with the Township of Hartland. The buildings and units contained in the Condominium, including the number, boundaries, dimensions and volume of each Unit therein, are set forth in the Condominium Subdivision Plan attached hereto as Exhibit B. Each building contains individual Units for

residential purposes only and each Unit is capable of individual use, having its own access to a Common Element of the Condominium. Each Co-owner in the Condominium shall have an exclusive right to his or her Unit and shall have undivided and inseparable rights to share with the other Co-owners the Common Elements of the Condominium as designated by the Master Deed. Co-owners shall have voting rights in the Fox Ridge II of Hartland Condominium Association as set forth herein and in the By-Laws and Articles of Incorporation of such Association. Nothing in this Master Deed shall be construed to impose upon the Developer any legal obligation to build, install or deliver any structure or improvement which is labeled "need not be built" on the Condominium Subdivision Plan attached as Exhibit B.

ARTICLE II  
LEGAL DESCRIPTION

The land which comprises the Condominium established by this Master Deed is a parcel of land in the Township of Hartland, Livingston County, Michigan, described as follows:

Commencing at the Southwest Corner of Section 21, Town 3 North, Range 6 East, Hartland Township, Livingston County, Michigan; thence North 02°38'53" West 1354.37 feet along the West line of said Section 21 to the Place of Beginning; thence along the Northerly line of the proposed future development area of "Fox Ridge I of Hartland", a condominium for which the recording information and Livingston County Condominium Subdivision Plan number are not currently not available, the following five courses: (1) Southwesterly 251.21 feet along the arc of a 531.00 foot radius, non-tangential curve to the left, having a central angle of 27°06'23" and a long chord which bears South 59°11'32" West 248.88 feet, (2) Southwesterly 164.03 feet along the arc of a 284.00 foot radius reverse curve to the right, having a central angle of 33°05'32" and a long chord which bears South 62°11'06" West 161.76 feet, (3) Northwesterly 46.95 feet along the arc of a 27.00 foot radius compound curve to the right, having a central angle of 99°37'55" and a long chord which bears North 51°27'11" West 41.25 feet, (4) North 01°38'13" West 3.04 feet and (5) South 88°31'26" West 32.00 feet; thence North 08°43'30" West 73.61 feet; thence North 74°12'15" East 41.00 feet; thence North 55°46'38" East 99.08 feet; thence North 32°29'49" West 133.01 feet; thence North 57°30'11" East 33.69 feet; thence North 81°30'57" East 115.03 feet; thence North 78°50'51" East 303.26 feet; thence North 35°47'57" East 57.68 feet; thence North 69°24'16" East 160.82 feet; thence South 63°11'39" East 226.45 feet; thence South 86°38'55" East 315.39 feet; thence South 72°03'33" East 129.94 feet; thence North 20°21'17" East 67.67 feet; thence North 44°25'20" East 50.14 feet; thence North 36°03'41" East 91.01 feet; thence North 05°33'40" West 468.84 feet; thence North 84°26'20" East 180.62 feet; thence South 03°59'31" East 754.15 feet along the Westerly right-of-way of Whitmore Lake Road (Old U.S. 23); thence along the Northerly line of said "Fox Ridge I of Hartland" the following eight courses: (1) South 86°00'28" West 130.98 feet, (2) Northwesterly 40.60 feet along the arc of a 27.00 foot radius curve to the right, having a central angle of 86°09'36" and a long chord which bears North 50°54'45" West 36.88 feet, (3) Northwesterly 6.79 feet along the arc of a 301.00 foot radius reverse curve to the left, having a central angle of 01°17'32"

and a long chord which bears North 08°28'43" West 6.79 feet, (4) South 81°30'42" West 32.00 feet, (5) Southwesterly 44.87 feet along the arc of a 27.00 foot radius, non-tangential curve to the right, having a central angle of 95°12'31" and a long chord which bears South 38°24'14" West 39.88 feet, (6) South 86°00'28" West 123.92 feet, (7) Northwesterly 221.66 feet along the arc of a 649.00 foot radius curve to the right, having a central angle of 19°34'08" and a long chord which bears North 84°12'28" West 220.58 feet and (8) Northwesterly 143.72 feet along the arc of a 701.00 foot radius reverse curve to the left, having a central angle of 11°44'49" and a long chord which bears North 80°17'48" West 143.47 feet; thence along the Northerly line of the proposed future development area of Fox Ridge I of Hartland, the following seven courses: (1) continuing Southwesterly 94.31 feet along the arc of a 701.00 foot radius reverse curve to the left, having a central angle of 07°42'29" and a long chord which bears South 89°58'33" West 94.24 feet, (2) South 86°07'18" West 96.10, (3) North 03°52'42" West 25.00 feet, (4) South 86°07'18" West 129.00 feet, (5) South 03°52'42" East 25.00 feet, (6) South 86°07'18" West 39.67 feet and (7) Southwesterly 123.97 feet along the arc of a 531.00 foot radius curve to the left, having a central angle of 13°22'35" and a long chord which bears South 79°26'01" West 123.69 feet to the Place of Beginning. Being a part of the Southeast 1/4 of Section 20 and part of the Southwest 1/4 of Section 21, Town 3 North, Range 6 East, Hartland Township, Livingston County, Michigan. Containing 8.83 acres of land, more or less, and subject to and/or together with easements and restrictions of record, if any.

Tax Parcel No. 08-21-300-025 (Part)

### ARTICLE III DEFINITIONS

Certain terms used in this Master Deed and the Exhibits hereto, and in the Articles of Incorporation and By-Laws of the Fox Ridge II of Hartland Condominium Association are defined as follows:

(a) The "Act" or "Condominium Act" means Act 59 of the Public Acts of Michigan of 1978, as amended.

(b) "Association" means Fox Ridge II of Hartland Condominium Association, the Michigan nonprofit corporation of which all Co-owners shall be members, which Association shall administer, operate, manage and maintain the Condominium. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

(c) "By-Laws" means Exhibit A hereto, which are the By-Laws required for the Condominium and also the By-Laws required for the Association as a non-profit corporation.

(d) "Common Elements" means the portions of the Condominium other than the Condominium Units.

(e) "Community Association" means the Fox Ridge of Hartland Community Association, the Michigan nonprofit corporation established to manage the common affairs of the larger development known as the "Fox Ridge of Hartland Community" that includes Fox Ridge II of Hartland, all as described in Article VII, paragraph (i), and Article XV below.

(f) "Condominium" or "Condominium Project" or "Project" means Fox Ridge II of Hartland as a Condominium established pursuant to the provisions of the Act, and includes the land and the buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging to the Condominium.

(g) "Condominium Documents", wherever used, means and includes this Master Deed and the Exhibits hereto and the Articles of Incorporation of the Association.

(h) "Condominium Unit" or "Unit" means the enclosed space constituting a single complete residential Unit designed and intended for separate ownership and use in the Condominium as such space may be described on Exhibit B hereto.

(i) "Condominium Subdivision Plan" or "Plan" means the Plan attached to this Master Deed as Exhibit B. The Plan assigns a number to each Condominium Unit and includes a description of the nature, location and approximate size of certain Common Elements.

(j) "Co-owner" or "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more Units in the Condominium. The Developer is a Co-owner as long as the Developer owns one or more Units. In the event of the conveyance of a Unit by land contract, the land contract vendees shall be the "Co-owners" of the Unit and shall bear sole liability for all obligations arising with respect to the Unit to the exclusion of the land contract vendors; provided that the Developer or an affiliate of the Developer may retain the rights and obligations of a Co-owner with respect to any Unit sold under land contract by the Developer or an affiliate of the Developer by providing for the retention of those rights and obligations in the land contract used by the Developer or affiliate of Developer to convey the Unit. The foregoing provision regarding the rights and obligations of land contract vendors and vendees shall apply notwithstanding the definition of "Co-owner" set forth in Section 6 of the Act, as amended by Public Act 379 of 2000.

(k) "Developer" means Fox Ridge Homes, L.L.C., a Michigan limited liability company, and its successors or assigns. All development rights reserved to Developer herein are assignable in writing; provided, however, that conveyances of Units by Developer, including the conveyance of Units to a "successor developer" pursuant to Section 135 of the Act, shall not serve to assign Developer's development rights unless the instrument of conveyance expressly so states.

(l) "Development and Sales Period" means the period beginning on the date this Master Deed is recorded and continuing for the longer of (i) the period during which the Developer holds for sale any Unit within the Condominium Project, as it is currently constituted and as said Condominium Project may be expanded pursuant to Article X hereof, (ii) the period during which the Developer (or any of its successors, assigns, members or affiliates) owns any portion of the Future Expansion Area (whether developed or undeveloped), (iii) the period during

which the Developer continues to own and operate a Unit within the Condominium Project as a model for the marketing of Units within the Condominium Project or any other condominium units, including such units as may be established within the Fox Ridge of Hartland Community described in Article XV below; or (iv) the period during which the Developer or an affiliate of the Developer is constructing or plans to construct residential dwelling units within the aforesaid Fox Ridge of Hartland Community.

(m) "Future Expansion Area" means the land described in Article X, below, some or all of which may be added to the Condominium in one or more amendments of this Master Deed.

(n) "General Common Elements" means the Common Elements other than the Limited Common Elements.

(o) "Limited Common Elements" means a portion of the Common Elements reserved in this Master Deed for the exclusive use of less than all of the Co-owners.

(p) "Master Deed" means this document to which the Condominium By-Laws and Condominium Subdivision Plan are attached as exhibits. The Master Deed includes the By-Laws and Condominium Subdivision Plan respectively attached as Exhibits A and B and also the form of "Agreement for Establishment of Drainage District", which is attached hereto and incorporated herein as Exhibit C.

(q) "Mortgagee" means the named mortgagee or owner of any mortgage on all or any portion of this Condominium.

(r) "Percentage of Value" means the percentage assigned to each Condominium Unit in this Master Deed. The Percentages of Value of all Units shall total one hundred (100%) percent. Percentages of Value shall be determinative only with respect to those matters to which they are specifically deemed to relate either in the Condominium Documents or in the Act.

(s) "Person" means an individual, firm, corporation, partnership, association, trust, the state or an agency of the state or other legal entity, or any combination thereof.

(t) "Shared Recreation Facilities" means the swimming pool, pool house, play areas and related parking and landscaping that have been or may be established as general common elements of a separate condominium known as "Fox Ridge I of Hartland" ("Fox Ridge I") that has been established by the Developer on land adjacent to the Condominium and the Future Expansion Area. Pursuant to permanent, non-exclusive easements reserved by the Developer in the master deed recorded to establish Fox Ridge I and in a certain Community Association Declaration described below in Article VII, paragraph (i) of this Master Deed, the aforesaid Shared Recreation Facilities are to be maintained and operated by the Community Association for the benefit of (i) the Co-owners of Units in the Condominium, as the same may be expanded, (ii) the owners of units in any separate condominium development established upon any part of the above defined Future Expansion Area; (iii) the owners of units in Fox Ridge I; and (iv) the guests, tenants, and invitees of all of the aforesaid Co-owners and owners of condominium units.

(u) "Township" means the Township of Hartland, Livingston County, Michigan, a Michigan municipal corporation.

(v) "Transitional Control Date" means the date on which the Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

ARTICLE IV  
COMMON ELEMENTS

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

(a) The General Common Elements are:

(1) The land, described in Article II hereof, and beneficial easements, if any, described in Article VII hereof, including any parking areas, walks, roads, driveways, pedestrian pathways, entrance facilities, wetland areas, landscaped and open areas, including the landscaped area adjacent to Old U.S. Highway 23 (Whitmore Lake Road) (except to the extent any of the foregoing are designated herein or in the Plan as Limited Common Elements).

(2) The electrical system throughout the Condominium, including that contained within Unit walls, up to the point of connection with electrical outlets within any Unit.

(3) The gas transmission lines throughout the Condominium, including that contained within Unit walls, up to the point of connection with gas fixtures within any Unit.

(4) The water distribution system throughout the Condominium up to the point where service is connected or enters each Unit, including all common sprinkling system fixtures and connections, as well as all common sprinkling system controls; and all fire hydrants and attendant equipment.

(5) The sanitary sewer system throughout the Condominium up to the point where service enters or is connected with each Unit.

(6) The storm sewer and storm water drainage systems throughout the Condominium, including below-ground and above-ground systems and all retention ponds and detention basins.

(7) The plumbing network throughout the Condominium, including that contained within Unit walls, up to the point of connection with plumbing fixtures within any Unit.

(8) The cable television transmission system throughout the Condominium (if any) and any telephone or other communication lines, including that part of such system and lines contained within Unit walls up to the point of connection with outlets within any Unit.

(9) The structural members, materials and components which comprise the exterior walls, the roof, furnace chimneys, the foundations (including support components), the building foundations, walls and floors, the ceilings and the floors which envelop the air space within the Unit and the air space within the attics, if any, the crawl spaces, if any, outside of a Unit, and Unit perimeter walls (including window and door frames therein, excluding the glass within the frames and glass sliding doors including the frames). The air space outside of a Unit but within the structural items which envelop a Unit is a General Common Element.

(10) The site lighting, including all wiring, fixtures, posts and meters throughout the Condominium.

(11) All beneficial utility and drainage easements and beneficial easements for ingress and egress.

(12) The structure that contains the clustered mailboxes for the Units in the Condominium; provided that each individual mailbox comprises a Limited Common Element as described below;

(13) Such other elements of the Condominium not herein designated as Limited Common Elements which are not enclosed within the boundaries of a Unit; including, without limitation certain trees located within the Condominium that have been designated by the Township for preservation and a certain retaining wall that has been or will be constructed within the Condominium, as the same may be expanded, as part of the overall grading plan for both the Fox Ridge of Hartland Community, including both the Condominium and Fox Ridge I.

Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunications system, described above may be owned by a local public authority, municipality or a utility company or other private company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment, and the telecommunications system, shall be General Common Elements only to the extent of the Co-owners' interest therein and the Developer makes no warranty whatsoever with respect to the nature or extent of such interest.

(b) The Limited Common Elements are:

(1) The porches, balconies and patios (if any) designated on the Condominium Subdivision Plan as limited common elements are appurtenant to the Units which open onto the aforesaid porches, balconies and patios and are limited to the sole use of the Co-owners of the Units to which they are appurtenant.

(2) The glass in a window, the glass in any skylight, and the glass sliding doors, including the frames which comprise the glass sliding doors, which are located at or on the perimeter of a Unit.

(3) The fireplace flue and combustion chamber, if any, in or outside of each individual Unit.

(4) One mailbox contained in the clustered mailbox structure described above as a General Common Element shall be assigned to each Unit in the Condominium and each such mailbox shall comprise a Limited Common Element appurtenant to the Unit to which it is assigned and limited to the use the Co-owners of the Unit to which the mailbox is assigned.

(5) Each garage appurtenant to a Unit and the portion of the driveway immediately in front of the entrance to such garage is designated on the Plan as a limited common element and is limited to the sole use of the Co-owner of the Unit appurtenant to such garage.

(6) The entire heating, ventilation and air conditioning systems and its component parts serving each Unit to the point of connection with the outside walls of the Unit shall be appurtenant to and limited to the sole use of the Co-owners of the Unit served by the system. The air conditioning compressor serving each Unit shall be a limited common element appurtenant to the Unit served even if said compressor is located outside the walls of the Unit.

(7) Any other amenity or appurtenance, if any, outside of a Unit, that is identified as a Limited Common Element in the Condominium Subdivision Plan attached as Exhibit B, unless otherwise described in this Master Deed.

(c) The responsibility for the full cost of maintenance, decoration, repair and replacement of the General and Limited Common Elements shall be the sole responsibility of the Association, except where specific exceptions are stated in the Condominium Documents, and are to be paid for according to the provisions of these Condominium Documents. The full responsibility for each Unit shall be borne by the Co-owners of the Unit.

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

The Association shall be responsible for the maintenance, decoration, repair and replacement of the General Common Elements constructed and located within the Condominium Project, except that the Community Association shall be responsible for the maintenance, repair and replacement of the (1) the landscaping and boulevard improvement located at the entrance to the Condominium from Old U.S. Highway 23 and such landscaping as may be installed along Old Highway 23, (2) the improvements and facilities comprising the storm water drainage system for the Condominium and adjacent area, including the storm water detention ponds, (3) the retaining wall referenced in paragraph (a) (13) above, and (4) the Shared Recreation Facilities located within Fox Ridge I as described in Article VII, paragraph (i) below and in Article XV

below. The Community Association shall also be responsible for the maintenance, repair and replacement (including snow removal) from all of the roads, sidewalks, pedestrian pathways and nature trails, if any, located within the Fox Ridge of Hartland Community, including the private roads, sidewalks, pathways and trails located within the Condominium, as the same may be expanded, and within Fox Ridge I, the other condominium to be included in the Fox Ridge of Hartland Community, and any expansion thereof.

The common expenses associated with the maintenance, repair, renovation, restoration or replacement of a Limited Common Element shall be specially assessed against the Unit to which that Limited Common Element was assigned at the time the expenses were incurred. Any other unusual common expenses benefitting less than all of the Units or any expenses incurred as a result of the conduct of less than all of those entitled to occupy the Condominium Project or by their licensees or invitees, shall be specially assessed against the Unit or Units involved, as set forth in Section 69(2) of the Act.

The amount of all common expenses not specially assessed in accordance with the foregoing shall be assessed against the Units in proportion to the assigned percentage of value appertaining to each Unit as provided in Section 69(3) of the Act.

The Association shall have specific responsibility to decorate, maintain, repair and replace the following items relating to Units and the costs for these items shall be considered expenses of administration:

- (1) All landscaped areas (excluding such landscaping as may be installed and maintained by a Co-owner near the perimeter of a Unit in accordance with the By-laws attached hereto as Exhibit A and any plants installed and kept upon a porch, balcony or patio pursuant to rules adopted by the Association).
- (2) All boundary fences, driveways, roadways and sidewalks, including the steps leading to the porches at the entrances to each Unit.
- (3) The exterior of all buildings, including balconies, any patios, trim and hardware, but excluding glass windows and glass sliding doors and the plastic pads upon which air conditioning pads are situated.
- (4) The exterior of entry doors.
- (5) Individual attached garages, including the exteriors, roofs and concrete floors of such garages, but excluding the doors to the garages, any electric garage door openers and all interior portions of the garages, except for the concrete floors.
- (6) The common mail box structure and the individual Limited Common Element mail boxes.
- (7) Rubbish removal systems, if any.
- (8) All common site lighting.

(9) All other items identified above in subparagraph (a) of this Article IV as General Common Elements; except for such items as may be maintained or repaired by the Community Association as set forth above.

(d) Each Co-owner of a Unit shall have the responsibility to decorate, maintain, repair and replace the following items:

(1) All appliances within a Unit and supporting hardware, including, but not limited to, garbage disposals, dishwashers, ranges and ovens, vent fans, duct work, vent covers and filters, hot water heaters, water softeners (if any), furnaces, humidifiers, air cleaners, and air conditioners and compressors (whether located within or outside of a Unit, including the plastic pad on which the compressor for the Unit may be located).

(2) The interior of entry doors, all doors, windows, doorwalls (including all glass doorwall frames and tracks), screens and related hardware within or leading to the individual Unit, including the glass within any entry door or window, and the glass in any skylight.

(3) Any landscaping installed near the perimeter of a Unit in accordance with the By-laws attached hereto as Exhibit A or any plants maintained on a porch, balcony or patio pursuant to rules issued by the Association.

(4) The fireplace flue and combustion chamber, if any, located within or outside of the individual Unit.

(5) All electrical fixtures or appliances within an individual Unit including, but not limited to, lighting fixtures, switches, outlets, antenna outlets and circuit breakers. (Note: Any modification to the existing electrical system must be approved in writing by the Board of Directors and must be completed by a licensed electrician.)

(6) Any electrical outlets connected to an individual Unit's electrical meter, but located on the exterior of the Unit.

(7) All plumbing fixtures, including shut-off valves, rings and washers and water softeners (if any) located on or within an individual Unit's perimeter walls.

(8) All cabinets, counters, interior doors, closet doors, sinks, tile and wood, either floor or wall, and related hardware.

(9) All improvements or decorations including, but not limited to, paint, wallpaper, carpeting and trim.

(10) Individual Unit drain lines and water softener discharge lines located within Unit perimeter walls.

(11) All garage doors, electric garage door openers and the interior portions of all garages (but not the concrete floors of the garages).

(12) All other items not specifically enumerated above which may be located within an individual Unit's perimeter walls.

If the performance of a maintenance, repair or replacement responsibility by a Co-owner pursuant to this Article IV should affect any Common Element, including any structural element of a building or the exterior thereof, the Co-owner required to perform the maintenance, repair or replacement shall first provide written notice to the Association of the impending work. Examples of repair work requiring such notice would include repairs to a garage door, skylight or fireplace combustion chamber or flue.

Each Unit will be separately metered for water and sewer charges, and each Co-owner will be responsible for paying the water and sewer charges incurred by the Co-owner within his or her Unit.

#### ARTICLE V USE OF PREMISES

Each Unit shall only be used for residential purposes. No Co-owner shall use his or her Unit or the Common Elements in any manner inconsistent with the purposes of the Condominium or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his or her Unit or any Common Element.

#### ARTICLE VI CONDOMINIUM UNIT DESCRIPTION AND PERCENTAGE OF VALUE

The Condominium consists of forty (40) "attached" residential Units contained in six buildings with six Units in each building and one building with four Units. Each Unit is described in this paragraph with reference to the Condominium Subdivision Plan as prepared by Desine, Inc., a copy of which is attached hereto as Exhibit B. Each Unit shall consist of the interior air space measured from the entire interior surface enveloping the Unit air space; including (i) interior unpainted surfaces of inside walls; (ii) the inside surfaces of windows, doorwalls, doors and access panels; (iii) the unpainted interior surfaces of ceilings; and (iv) the interior of the attached garage. In addition to the above described air space, each Unit shall also include all items, components, fixtures and mechanisms, from the point of connection inward, which provide the Unit with its plumbing, electrical, waste disposal, water, heating and air conditioning services. For all purposes, individual Units may hereafter be defined and described by reference to this Master Deed and the individual number assigned to the Unit in the Condominium Subdivision Plan.

The Percentage of Value assigned to each Unit shall be determinative of the proportionate share of each respective Co-owner in the proceeds and expenses of the Association and the Value of such Co-owner's vote at meetings of the Association and the undivided interest of the Co-owner in the Common Elements. Rights to use the General Common Elements shall not be increased or decreased as between Co-owners as a result of disparate assigned values; nor shall the assigned value of ownership in the Limited Common Elements increase or decrease the right to use Limited Common Elements as prescribed in this

Master Deed and the Act. The total percentage value of the Condominium is one hundred (100%) percent.

Based on the nature of the Condominium Project and the fact that the Association's responsibility for maintenance of Common Elements will not be substantially different among all of the Units, the Percentages of Value assigned to the forty (40) Units are equal.

ARTICLE VII  
EASEMENTS AND ENCUMBRANCES

The Condominium is subject to the following easements, restrictions, and agreements:

(a) Developer (on its behalf and on behalf of its successors or assigns, agents, invitees, employees and contractors) hereby reserves permanent easements for ingress and egress over the roads and walks in the Condominium for purposes of ingress and egress in and to the Condominium and the Units.

(b) Developer (on its behalf and on behalf of its successors or assigns) hereby reserves permanent easements for ingress and egress over the roads and walks in the Condominium and permanent easements to use, tap into, enlarge or extend all roads, walks and utility lines in the Condominium, including, without limitation, all communications, water, gas, electric, storm and sanitary sewer lines, and any pumps and sprinkler systems, all of which easements shall be for the benefit of the Future Expansion Area described herein, whether or not such Future Expansion Area is hereafter added to the Condominium and for the benefit of any other land adjoining the Condominium (or any expansion thereof) if now owned or hereafter acquired by Developer or its successors or assigns. These easements shall run with the land in perpetuity, and shall survive the six (6) year period for adding the Future Expansion Area to the Condominium. Developer has no financial obligation to support such easements, except that any dwelling unit using the roads or other amenity of the Condominium, if such unit is not included within the Condominium, shall pay a pro rata share of the expense of maintenance, repair, or replacement of the roads or amenity which are used, which share shall be determined pro rata according to the total number of dwelling units using such roads or amenity.

(c) By recordation of this Master Deed, Developer reserves the right and power to dedicate all the roads in the Condominium to public use, and all persons acquiring any interest in the Condominium, including without limitation all Co-owners and Mortgagees, shall be deemed irrevocably to have appointed Developer and its successors or assigns as agent and attorney-in-fact to make such dedication and to act on behalf of all Co-owners and their Mortgagees in any statutory or special assessment proceedings with respect to the dedicated roads. After certificates of occupancy are issued for one hundred (100%) percent of the Units in the Condominium, including all Units located within any portion of the Future Expansion Area added to the Condominium, the foregoing rights and powers may be exercised by the Association. Nothing set forth in this paragraph (c) shall in any way impose an obligation on the Developer to dedicate any of the roads or driveways within the Condominium Project and, in fact, the Developer does not currently intend to dedicate any of the internal roads or driveways constructed within the Condominium.

(d) Upon approval by an affirmative vote of not less than fifty one (51%) percent of all Co-owners, in number and in value, the Association shall be vested with the power and authority to sign petitions requesting establishment of a special assessment district pursuant to provisions of applicable Michigan statutes for the improvement of roads within or adjacent to the Condominium or for any other lawful purpose, including, without limitation, the installation or extension of sanitary sewer lines and related facilities. In the event that a special assessment road improvement project or other special assessment project is established pursuant to applicable Michigan law, the collective costs assessable to the Condominium as a whole shall be borne equally by all Co-owners.

(e) Developer reserves the right and power to grant easements over, or dedicate portions of any of the Common Elements for utility, drainage, street, safety or construction purposes, and all persons acquiring any interest in the Condominium, including without limitation all Co-owners and Mortgagees shall be deemed to have appointed Developer and its successors or assigns as agent and attorney-in-fact to make such easements or dedications both during and after the Development and Sales Period. After certificates of occupancy are issued for one hundred (100%) percent of the Units in the Condominium, including all Units located within any portion of the Future Expansion Area added to the Condominium, the foregoing right and power may also be exercised by the Association.

(f) If any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling, or moving of a building, or due to survey errors or construction deviations, reconstruction or repair, reciprocal easements shall exist for the maintenance of such encroachment for as long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be permanent, non-exclusive easements to, through and over those portions of the Units and Common Elements for the installation, maintenance and servicing of all utilities in the Condominium, including, but not limited to, lighting, heating, power, sewer, water, communications, telephone and cable television lines. There shall exist easements of support with respect to any Unit interior wall which supports a common element.

(g) There shall be easements to and in favor of the Association, and its officers, directors, agents and designees (and the Developer prior to the First Annual Meeting), in, on and over all Units, for access to the Units to conduct any activities authorized by this Master Deed or the Condominium By-Laws, including, without limitation, any and all maintenance, repair and replacement responsibilities assigned to the Association in Article IV above. Prior to any entry into the Unit, the Association or the Developer, through its authorized agent, will first provide the Co-owner with reasonable notice and will attempt to coordinate such entry with such Co-owner in order to minimize interfering with the Co-owner's use and enjoyment of the Unit; provided, however, that in the event of an emergency or in the event a Co-owner fails to respond to a written request for entry within forty-eight (48) hours in a non-emergency situation, the Association or the Developer, as the case may be, will have the right of entry into the Unit.

(h) The Developer, the Association and all public and private utility companies shall have such easements over, under, across and through the Condominium, including all Units and Common Elements, as may be necessary to develop, construct, market and operate any Units within the land described in Article II hereof (or any portion of the Future Expansion Area

described in Article X, hereof, which may be added to the Condominium from time to time), to fulfill their responsibilities of maintenance, repair and replacement of common amenities or improvements (whether or not such common amenities or improvements are integrated into the Condominium) and also to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents or by law or to respond to any emergency or common need of the Condominium.

(i) The Condominium is part of a larger development known as the "Fox Ridge of Hartland Community", which includes the Future Expansion Area and a separate condominium development to be established and known as "Fox Ridge I of Hartland" and referred to herein as "Fox Ridge I". The Condominium, the Future Expansion Area and Fox Ridge I are all subject to a certain Declaration of Covenants, Conditions and Restrictions for the Fox Ridge of Hartland Community Association dated January 20, 2005 (the "Community Association Declaration") and recorded at Liber 4721, Pages 141 through 165, Livingston County Records. The Community Association Declaration establishes certain rights, responsibilities and obligations with respect to the Community Association that are binding upon all Co-owners and all owners of units established in Fox Ridge I, all as more specifically described in the Community Association Declaration and Article XV below. Pursuant to the Community Association Declaration, the private roads constructed within the Condominium, the Future Expansion Area and Fox Ridge I are all subject to a reciprocal easement that permits the use of said roads for ingress and egress by the owners of any and all residential units (including the Units) established within the Condominium, the Future Expansion Area and Fox Ridge I and the guests, tenants, invitees and family members of such owners.

(j) There shall be easements to and in favor of the Community Association, and its officers, directors, agents and designees, in, on and over the Condominium Project for access to the facilities and improvements that are to be maintained, repaired and replaced by the Community Association and the land adjacent to such facilities and improvements to the extent necessary for the performance by the Community Association of its responsibilities and functions as authorized and provided for in the Community Association Declaration described in paragraph (i) above. The Association and the condominium association established to administer the affairs of Fox Ridge I shall comprise the only two members of the Community Association and, through an equal number of directors elected by each of their respective condominium associations, both the owners of units in Fox Ridge I and the Co-owners of Units shall share in the control of the Community Association and its operations, including the operation of the Shared Recreation Facilities described above in Article III, paragraph (t). As members of their respective condominium associations, both the owners of units in Fox Ridge I and the Co-owners of Units shall have equal rights to the use and enjoyment of the Shared Recreation Facilities and an equal share in the cost of operating, repairing, maintaining and replacing the Shared Recreation Facilities and the other improvements and facilities maintained by the Community Association.

(k) The Developer and the Township have entered into a certain Fox Ridge Planned Development Agreement dated January 10, 2005 (the "Planned Development Agreement") with regard to the development of the Fox Ridge of Hartland Community and the Condominium, as the same may be expanded, under the provisions of Article 29.00 of the Township's Zoning

Ordinance. The Planned Development Agreement has been or will be recorded in the Livingston County Records and shall be binding upon the Association and the Co-owners of all Units established within both the Condominium and Fox Ridge I, as the same may be expanded, and the Community Association to the extent that provisions in the Planned Development Agreement continue to apply after the initial development of the Condominium and Fox Ridge I.

(l) The Condominium and Fox Ridge I, including such land as may be added to either development, shall be subject to the terms and conditions of such special assessment contract as may be entered into by the Developer and the Township and/or Livingston County for the purpose of extending sanitary sewer service to the Fox Ridge of Hartland Community, including the Condominium and Fox Ridge I, all as described and set forth in the Planned Development Agreement referenced in paragraph (k) immediately above. The Developer hereby specifically reserves the right to grant easements and enter into such agreements as may be reasonably required by the Drain Commissioner of Livingston County or such other appropriate governmental agency with respect to the use, operation, maintenance, repair and replacement of any and all sanitary sewer mains and related facilities and improvements installed or constructed within the Condominium or any expansion thereof, all without any requirement for the prior consent of any Co-owner or any other person interested in the Condominium or any Unit established therein, as the same may be expanded.

(m) Notwithstanding the provisions set forth below in Article XII regarding "convertible areas", certain portions of the Condominium, as the same may be expanded, may be designated as preserved open space on the Plan attached hereto as Exhibit B or on any replat of said Plan. Upon such designation, said preserved open space shall be subject to a permanent easement for the continued preservation and conservation of such preserved open spaces in their natural state; provided that nothing in this provision shall prevent the use and maintenance of such areas for storm water detention in accordance with and as shown on the Plan attached hereto as Exhibit B, as the same may be amended. The land subject to preservation pursuant to this provision shall include the wetland areas that are located on the northeast portion of the land that may be added to the Condominium. The Developer shall have the right to encumber such wetland areas as may be located within the Condominium, as the same may be expanded, by entering into one or more Conservation Easements with the Michigan Department of Environmental Quality ("MDEQ) to provide for the preservation and protection of such wetland areas.

(n) There shall exist for the benefit of the Township and any emergency service agency, an easement over the roads and driveways in the Condominium for use by the Township and/or emergency vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services and other lawful governmental or private emergency services to the Condominium Project and the Co-Owners thereof. The U.S. Postal Service shall also have an easement over the roads in the Condominium for its vehicles for delivery of mail. The granting of these easements shall not be construed as a dedication of any streets, roads or driveways to the public.

(o) Pursuant to a certain Grant of Permanent Easement dated August 28, 2001 and recorded on October 5, 2001 at Liber 3135, Pages 524 through 534, Livingston County Records, a portion of the Future Expansion Area is encumbered by a 25-foot wide easement for ingress

and egress and public utilities for the benefit of Hartland Township that permits access and the extension of utility lines to certain wells that are owned and operated by the Township and that are located near the center of the area that the Developer intends to develop as the Condominium. In developing the Condominium and any expansion thereof, the Developer shall either refrain from interfering with the Township's use and enjoyment of the easements granted in the aforesaid Grant of Permanent Easements or cause the easements to be relocated in accordance with the provisions of that document.

(p) The land included in the Condominium and the Future Expansion Area are subject to a certain Easement Agreement dated September 19, 1989 and recorded at Liber 1367, Pages 787 through 802, Livingston County Records (the "Easement Agreement"), and a certain Declaration of Covenants and Agreements dated June 17, 2004 and recorded at Liber 4502, Pages 245 through 265, Livingston County Records (the "Roadway Declaration"), which modifies portions of the Easement Agreement. Pursuant to the Easement Agreement, as modified by the Roadway Declaration, the Co-owners of Units in the Condominium as the same may be expanded shall have an easement for ingress and egress over the roads constructed on the land to the south of Fox Ridge I and the land that may be added to Fox Ridge I for access to and from Highway M - 59. The Easement Agreement, as modified by the Roadway Declaration, imposes responsibilities for the maintenance and upkeep of certain roads and streets, including the private roads within the Condominium and any expansion thereof. The responsibilities imposed by the Easement Agreement and Roadway Declaration shall be binding upon all Co-owners as successors in title to the parties to those documents; provided that said responsibilities shall be performed by the Community Association.

(q) The Developer shall have the right to create such additional easements or to enter into such agreements as may be necessary or beneficial to the development of the Condominium, including such portions of the Future Expansion Area as may be added to the Condominium.

#### ARTICLE VIII AMENDMENTS

This Master Deed and any Exhibit hereto may be amended as follows:

(a) No Unit dimensions may be modified without the consent of the Co-owner of such Unit nor may the nature or extent of limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified without the written consent of the Co-owner of any Unit to which the same are appurtenant.

(b) If the amendment will materially change the rights of the Co-owners or first Mortgagees, then such amendment requires the consent of not less than two-thirds (2/3) in value of the votes of the Co-owners and first Mortgagees of the Units (unless a greater majority is specified in the Condominium By-Laws). A first Mortgagee shall have one vote for each mortgage held.

(c) Notwithstanding subparagraphs (a) and (b) above, but subject to the limitation of subparagraph (d) below, Developer reserves the right to amend this Master Deed or any of its Exhibits for any of the following purposes without the consent of Co-owners or Mortgagees:

- (1) To delete unsold Units and to modify the locations, types and sizes of unsold Units and the General and/or Limited Common Elements adjoining or appurtenant to unsold Units;
- (2) To amend the Condominium By-Laws, subject to any restrictions on amendments stated therein;
- (3) To correct arithmetic errors, typographical errors, survey errors, or any similar errors in the Master Deed, Plan or Condominium By-Laws;
- (4) To clarify or explain the provisions of the Master Deed or its exhibits;
- (5) To comply with the Acts or rules promulgated thereunder or with any requirements of any governmental or quasi-governmental agency or any financing institution providing or proposing to provide a mortgage on any Unit or to satisfy the title requirements of any title insurer insuring or proposing to insure title to any Unit;
- (6) To convert the Convertible Areas of the Condominium and to redefine Common Elements and Units and adjust Percentages of Value in connection therewith;
- (7) To expand or contract the Condominium and to redefine Common Elements and adjust Percentages of Value in connection therewith and to make any other amendment expressly permitted by this Master Deed;
- (8) To make, define or limit easements affecting the Condominium;
- (9) To record an "as-built" Condominium Subdivision Plan;
- (10) To amend the description of land included in the Condominium as set forth in Article II of this Master Deed and on the Plan in the event the roads in the Condominium are dedicated to public use to the Livingston County Road Commission or any other governmental agency or to comply with the requirements of any governmental agency.

(d) Notwithstanding any other provisions of this Article VIII, the method or formula used to determine the Percentages of Value for Units in the Condominium, as described above, may not be modified without the consent of each affected Co-owner and first Mortgagee. A Co-owner's Condominium Unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-owner's consent. The Association may not make any amendment which materially changes the rights of Developer without the written consent of the Developer as long as the Developer owns any Units in the Condominium, as it may be expanded, nor can the Association ever make any amendment which abridges or in any way limits the easement rights reserved in Article VII above in favor of the Developer or the Community Association. During

the Development and Sales Period, any amendment to the By-Laws attached hereto that relates to the ability or terms under which a Co-owner may rent a Unit to others must be approved in writing by the Developer. The Association shall not make any amendment which impairs or interferes with the Community Association's ability to carry out its responsibilities and functions, including, without limitation, the operation, maintenance, repair and replacement of the Shared Recreation Facilities for the benefit of the entire Fox Ridge of Hartland Community.

(e) Any amendment to this Master Deed which affects the conditions imposed on the Condominium by the Township of Hartland or the rights of the Township shall require the prior written consent of the Township of Hartland, which consent shall not be unreasonably withheld.

ARTICLE IX  
SUBDIVISION, CONSOLIDATION  
AND OTHER MODIFICATIONS OF UNITS

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

(a) By Developer. Until the First Annual Meeting, Developer reserves the sole right, (without the consent of any other Co-owner or any mortgagee of any Unit) to take the following actions:

(1) Consolidate Contiguous Units. Consolidate under single ownership two or more Units. Such consolidation of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by Law, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns.

(2) Relocate Boundaries. Relocate any boundaries between adjoining Units, separated only by Unit perimeters or other Common Elements not necessary for the reasonable use of Units other than those subject to the relocation. The relocation of such boundaries shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns.

(3) Amendments to Effectuate Modifications. In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from such consolidation or relocation of boundaries shall be separately identified by number. Such amendment or amendments to the Master Deed shall also contain such further definitions of General or Limited Common Elements as may be necessary to adequately describe the Units in the Condominium Project as so modified. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably

and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing.

(4) Conformity with Laws and Ordinances. All actions taken under this Article IX must comply with all applicable laws and ordinances, including, without limitation, any approvals required by the Township of Hartland.

(b) Limited Common Elements. Limited Common Elements, if any are created, shall be subject to assignment and reassignment in accordance with Section 39 of the Act and in furtherance of the rights to consolidate Units or relocate boundaries described in this Article.

#### ARTICLE X FUTURE EXPANSION OF CONDOMINIUM

The Condominium is established as an expandable Condominium in accordance with the provisions of this Article.

(a) Developer (on its behalf and on behalf of its successors and no other third party, unless assigned in writing by the Developer), reserves the right, but not an obligation, to expand the Condominium. Except as set forth herein, no other person or entity may exercise the right to expand the Condominium.

(b) There are no restrictions or limitations on Developer's right to expand the Condominium except as stated in this Article X. The consent of any Co-owner shall not be required to expand the Condominium. All of the Co-owners and Mortgagees of Units and persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such expansion of the Condominium and any amendment or amendments to this Master Deed to effectuate the expansion and to any reallocation of Percentages of Value of existing Units which Developer may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney and for the purpose of executing such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be made without the necessity of rerecording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed or the Exhibits hereto. Nothing herein contained, however, shall in any way obligate Developer to enlarge the Condominium and Developer may, in its discretion, establish all or a portion of the Future Expansion Area described below as a rental development, a separate condominium, or any other form of development; including, without limitation, a "site" condominium. These provisions give notice to all persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of amendment shall be required.

(c) The Developer's right to expand the Condominium shall expire six (6) years after the initial recording of this Master Deed.

(d) The land which may be added to the Condominium (herein referred to as the "Future Expansion Area") comprises two parcels of land referred to in the Plan as the "Proposed Future Development Area North" and the "Proposed Future Development Area South". The aforesaid parcels are situated in Hartland Township, Livingston County, Michigan, being more specifically described as follows:

#### **Proposed Future Development Area North**

Commencing at the Southwest corner of Section 21, Town 3 North, Range 6 East, Hartland Township, Livingston County, Michigan; thence North  $02^{\circ}38'53''$  West 1354.37 feet along the West line of said Section 21; thence along the Northerly line of the proposed future development area of "Fox Ridge I of Hartland", a contractible condominium, for which the recording information and Livingston County Condominium Subdivision Plan number are not currently available, the following five courses: (1) Southwesterly 251.21 feet along the arc of a 531.00 foot radius, non-tangential curve to the left, having a central angle of  $27^{\circ}06'23''$  and a long chord which bears South  $59^{\circ}11'32''$  West 248.88 feet, (2) Southwesterly 164.03 feet along the arc of a 284.00 foot radius reverse curve to the right, having a central angle of  $33^{\circ}05'32''$  and a long chord which bears South  $62^{\circ}11'06''$  West 161.76 feet, (3) Northwesterly 46.95 feet along the arc of a 27.00 foot radius compound curve to the right, having a central angle of  $99^{\circ}37'55''$  and a long chord which bears North  $51^{\circ}27'11''$  West 41.25 feet, (4) North  $01^{\circ}38'13''$  West 3.04 feet and (5) South  $88^{\circ}31'26''$  West 32.00 feet to the Place of Beginning; thence North  $86^{\circ}30'10''$  West 89.73 feet; thence North  $30^{\circ}43'46''$  West 115.49 feet; thence North  $65^{\circ}18'35''$  West 170.42 feet; thence South  $87^{\circ}21'14''$  West 76.75 feet; thence North  $02^{\circ}38'46''$  West 88.33 feet; thence South  $86^{\circ}10'04''$  West 209.85 feet; thence North  $03^{\circ}37'43''$  West 174.16 feet; thence North  $79^{\circ}07'16''$  East 134.18 feet; thence South  $89^{\circ}03'24''$  East 255.25 feet; thence North  $74^{\circ}13'39''$  East 295.72 feet; thence North  $81^{\circ}50'03''$  East 351.57 feet; thence North  $03^{\circ}59'31''$  West 261.80 feet; thence North  $84^{\circ}26'20''$  East 977.92 feet; thence South  $05^{\circ}33'40''$  East 468.84 feet; thence South  $36^{\circ}03'41''$  West 91.01 feet; thence South  $44^{\circ}25'20''$  West 50.14 feet; thence South  $20^{\circ}21'17''$  West 67.67 feet; thence North  $72^{\circ}03'33''$  West 129.94 feet; thence North  $86^{\circ}38'55''$  West 315.39 feet; thence North  $63^{\circ}11'39''$  West 226.45 feet; thence South  $69^{\circ}24'16''$  West 160.82 feet; thence South  $35^{\circ}47'57''$  West 57.68 feet; thence South  $78^{\circ}50'51''$  West 303.26 feet; thence South  $81^{\circ}30'57''$  West 115.03 feet; thence South  $57^{\circ}30'11''$  West 33.69 feet; thence South  $32^{\circ}29'49''$  East 133.01 feet; thence South  $55^{\circ}46'38''$  West 99.08; thence South  $74^{\circ}12'15''$  West 41.00 feet; thence South  $08^{\circ}43'30''$  East 73.61 feet to the Place of Beginning. Being a part of the Southeast 1/4 of Section 20 and part of the Southwest 1/4 of Section 21, Town 3 North, Range 6 East, Hartland Township, Livingston County. Containing 18.42 acres of land, more or less, and subject to and/or together with easements and restrictions of record, if any.

**Proposed Future Development Area South**

Part of "Fox Ridge I of Hartland", a contractible condominium for which the recording information and Livingston County Condominium Subdivision Plan number are currently not available, and the proposed future development area of Fox Ridge I of Hartland.

Commencing at the Southwest Corner of Section 21, Town 3 North, Range 6 East, Hartland Township, Livingston County, Michigan; thence N 02°38'53" West 1195.53 feet along the West line of said Section 21 to the Place of Beginning; thence along a line coincident with the boundary of the proposed future development area of Fox Ridge I of Hartland, the following nineteen courses: (1) South 53°19'16" West 367.60 feet, (2) South 86°03'24" West 696.00 feet, (3) North 37°48'05" East 308.18 feet, (4) North 02°38'46" West 180.17 feet, (5) North 87°21'14" East 76.75 feet, (6) South 65°18'35" East 170.42 feet, (7) South 30°43'46" East 115.49 feet, (8) South 86°30'10" East 89.73 feet, (9) North 88°31'26" East 32.00 feet, (10) South 01°38'13" East 3.04 feet, (11) Southeasterly 46.95 feet along the arc of a 27.00 foot radius curve to the left, having a central angle of 99°37'55" and a long chord which bears South 51°27'11" East 41.25 feet, (12) Northeasterly 164.03 feet along the arc of a 284.00 foot radius compound curve to the left, having a central angle of 33°05'32" and a long chord which bears North 62°11'06" East 161.76 feet, (13) Northeasterly 375.18 feet along the arc of a 531.00 foot radius reverse curve to the right, having a central angle of 40°28'58" and a long chord which bears North 65°52'49" East 367.43 feet, (14) North 86°07'18" East 39.67 feet, (15) North 03°52'42" West 25.00 feet, (16) North 86°07'18" East 129.00 feet, (17) South 03°52'42" East 25.00 feet, (18) North 86°07'18" East 96.10 feet and (19) Northeasterly 94.31 feet along the arc of a 701.00 foot radius curve to the right, having a central angle of 07°42'29" and a long chord which bears North 89°58'33" East 94.24 feet; thence along the Northerly line of said Fox Ridge I of Hartland the following three courses: (1) continuing Southeasterly 143.72 feet along the arc of a 701.00 foot radius curve to the right, having a central angle of 11°44'49" and a long chord which bears South 80°17'48" East 143.47 feet; (2) Southeasterly 221.66 feet along the arc of a 649.00 foot radius reverse curve to the left, having a central angle of 19°34'08" and a long chord which bears South 84°12'28" East 220.58 feet and (3) North 86°00'28" East 123.92 feet; thence South 00°10'13" East 72.82 feet; thence Southeasterly 47.04 feet along the arc of a 27.00 foot radius, non-tangential curve to the right, having a central angle of 99°49'23" and a long chord which bears South 34°57'08" East 41.31 feet; thence Southwesterly 265.29 feet along the arc of a 265.29 foot radius compound curve to the right, having a central angle of 71°01'42" and a long chord which bears South 50°28'25" West 248.63 feet; thence South 85°59'16" West 246.90 feet; thence along a line coincident with the boundary of said Fox Ridge I of Hartland, the following two courses: (1) North 04°00'44" West 158.49 feet and (2) South 86°07'18" West 75.13 feet; thence along a line coincident with the boundary of the proposed future development area of Fox Ridge I of Hartland, the following two courses: (1) continuing South 86°07'18" West 455.97 feet and (2) South 53°19'16" West

2.48 feet to the Place of Beginning. Being a part of the Southeast 1/4 of Section 20 and part of the Southwest 1/4 of Section 21, Town 3 North, Range 6 East, Hartland Township, Livingston County, Michigan. Containing 9.87 acres of land, more or less, and subject to and/or together with easements and restrictions of record.

(e) The Future Expansion Area may be added to the Condominium in its entirety or in parcels, in one amendment to this Master Deed or in separate amendments, at the same time or at different times, all in Developer's discretion. There are no restrictions upon the order in which portions of the Future Expansion Area may be added to the Condominium.

(f) There are no restrictions upon the locations of any improvements that may be made on any portions of the Future Expansion Area, and Developer reserves the right to locate such improvements in Developer's sole discretion (including, without limitation, the construction of recreation facilities such as a clubhouse), subject only to such applicable laws and ordinances which may affect the Condominium, and the approved site plan for the Project, as the same may be amended.

(g) The number of Units which Developer reserves the right to construct, all or in part, upon the Future Expansion Area is up to one hundred and eight (108), for a maximum of up to one hundred and forty-eight (148) Units which may be included in the Condominium (including the Units now shown on the Plan). This Master Deed imposes no restrictions upon the number of Units to be created on individual portions of the Future Expansion Area, provided that the maximum number of Units as described herein and for the whole shall not be exceeded.

(h) All land and improvements added to the Condominium shall be restricted exclusively to residential units and to such Common Elements as may be consistent and compatible with residential use. There are no other restrictions upon such improvements except those which are imposed by state law, local ordinances or building authorities.

(i) The extent to which any structure erected on any portion of the Future Expansion Area added to the Condominium are compatible with structures on land included in the original Master Deed is solely within the discretion of the Developer, subject only to the requirements of local ordinances and building authorities, and is not limited by this Master Deed.

(j) There are no restrictions as to types of Condominium Units which may be created upon the Future Expansion Area except that such Units must comply with state law, local ordinances and the requirements of building authorities. In addition to attached Units similar to the Units to be constructed in the initial phase of the Condominium, Developer reserves the right to construct apartment-type attached Units of greater density on some or all of the Future Expansion Area.

(k) Developer may create Limited Common Elements upon the Future Expansion Area and designate Common Elements thereon which may be subsequently assigned as Limited Common Elements. The nature of any such Limited Common Elements to be added to the Condominium is exclusively within the discretion of the Developer.

(l) If the Condominium is expanded, it shall be expanded by an amendment to the Master Deed or by a series of successive amendments to the Master Deed, each adding Future Expansion Area and/or improvements to the Condominium.

(m) Any amendment to the Master Deed which alters the number of Units in the Condominium shall proportionately readjust the existing Percentages of Value of Condominium Units to preserve a total value of one hundred (100%) percent and for the entire Condominium. Percentages of Value shall be readjusted and determined in accordance with the method and formula described in Article VI of this Master Deed.

(n) Any expansion shall be deemed to have occurred at the time of the recording of an amendment to this Master Deed embodying all essential elements of the expansion. At the conclusion of expansion of the Condominium, not later than one year after completion of construction, a Consolidating Master Deed and plans showing the Condominium "as built" will be prepared and recorded by the Developer. A copy of the recorded Consolidating Master Deed will be provided to the Association.

#### ARTICLE XI CONTRACTION OF CONDOMINIUM

(a) As of the date this Master Deed is recorded, the Developer does not intend to dedicate to public use the roads and road rights-of-way shown on the Condominium Plan and Developer undertakes no obligation whatsoever to effect such dedication of the roads. Developer nevertheless reserves the right to withdraw from the Condominium that portion of the land described in Article II and such other land as may have been added to the Condominium pursuant to Article X above that consists of the Condominium roads and road rights-of-way as the same are shown on the Condominium Plan. At the sole option of the Developer, within a period ending no later than six (6) years from the date of recording this Master Deed, the land included in the Condominium may be contracted to withdraw from the Condominium roads and road rights-of-way dedicated to public use.

(b) In connection with such contraction, Developer unconditionally reserves the right to withdraw from the Condominium that portion of the land within the Condominium that is dedicated to public use as a road and/or road right-of-way. The withdrawal of such land pursuant to this Article XI shall be effected by an amendment of the Master Deed as provided in subparagraph (d) below and by a single conveyance of all roads and road rights-of-way in the Condominium to the Livingston County Road Commission (or other appropriate governmental unit with appropriate jurisdiction).

(c) Apart from satisfying any governmental conditions to dedication of the road and road rights-of-way, there are no restrictions on Developer's right to contract the Condominium as provided in this Article XI. Developer makes no representation whatsoever that the roads constructed to provide access in and to the Condominium meet the requirements imposed by the appropriate governmental agencies for dedication of the roads.

(d) Pursuant to this Article XI, the Developer further reserves the right to withdraw unsold Units from the Condominium and related General Common Element land from the Condominium. Notwithstanding any other provision in this Master Deed to the contrary, the number of Units in this Condominium Project may, at the option of the Developer, from time to time, within a period ending no later than six (6) years from the date of recording of this Master Deed, be contracted to any number determined by the Developer in its sole judgment, but in no event shall the number of Units included in the Condominium be less than four (4). There is no obligation on the part of the Developer to withdraw from the Condominium all or any portion of the Contractible Area, nor is there any obligation to withdraw portions thereof in any particular order.

(e) In connection with such contraction, the Developer unconditionally reserves the right to withdraw from the Condominium Project such portion or portions of the land within the Condominium, as it may have been expanded, as is not reasonably necessary to provide access to or otherwise serve the Units included in the Condominium Project as so contracted. Developer reserves the right to use the portion of the land so withdrawn to establish, in its sole discretion, a rental development, a separate condominium project or projects (apartment-type or "site" condominium) or any other form of development. Developer further reserves the right, subsequent to such withdrawal but prior to six years from the date of recording this Master Deed, to expand the Project as so reduced to include all or any portion of the land so withdrawn.

(f) The consent of any Co-owner shall not be required to contract the Condominium for the purposes described in this Article XI or to dedicate the roads and road rights-of-way described above to public use. All of the Co-owners and Mortgagees and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such contraction of the Condominium and any amendment or amendments to this Master Deed to effectuate the contraction. All such interested persons irrevocably appoint the Developer or its successors, as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. Nothing herein contained, however, shall in any way obligate the Developer to dedicate the roads and road rights-of-way in the Condominium to public use or to thereafter contract the Condominium as herein provided. These provisions give notice to all Co-owners, Mortgagees and other persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of such amendment shall be required.

ARTICLE XII  
CONVERTIBLE AREAS

(a) Except for the portions of the General Common Element land designated for preservation as open space as described in Article VII, paragraph (l) above, the Common Elements and all Units have been designated on the Condominium Subdivision Plan as Convertible Areas within which the Units and Common Elements may be modified and within

which Units may be expanded, moved, deleted and created as provided in this Article XII. The Developer reserves the right, but not an obligation, to convert the Convertible Areas.

(b) The Developer reserves the right, in its sole discretion, during a period ending six (6) years from the date of recording this Master Deed, to modify the size, location, and configuration of any Unit that it owns in the Condominium, and to make corresponding changes to the Common Elements, subject to the requirements of local ordinances and building authorities. The changes could include (by way of illustration and not limitation) the deletion of Units from the Condominium and the substitution of General and Limited Common Elements therefor. The maximum number of units that may be included in the Condominium, as the same may be expanded by the addition of all or portions of the Future Expansion Area, is one hundred and forty-eight (148) units.

(c) All improvements constructed or installed within the Convertible Areas described above shall be restricted exclusively to residential use and to such Common Elements as are compatible with residential use. There are no other restrictions upon such improvements except those which are imposed by state law, local ordinances or building authorities.

(d) Unless otherwise required by this Master Deed, the consent of any Co-owner shall not be required to convert the Convertible Areas. All of the Co-owners and Mortgagees and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such conversion of the Convertible Areas and any amendment or amendments to this Master Deed to effectuate the conversion and to any reallocation of Percentages of Value of existing Units which Developer may determine necessary in connection with such amendment or amendments. All such interested persons irrevocably appoint the Developer or its successors or assigns, as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. Nothing herein contained, however, shall in any way obligate Developer to convert the Convertible Areas. These provisions give notice to all Co-owners, Mortgagees and other persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of such amendment shall be required.

(e) All modifications to Units and Common Elements made pursuant to this Article XII shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer and in which the Percentages of Value set forth in Article VI hereof shall be proportionately readjusted, if the Developer deems it to be applicable, in order to preserve a total value of one hundred (100%) percent for the entire Condominium resulting from such amendments to this Master Deed. The precise determination of the readjustments in Percentages of Value shall be made within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among Percentages of Value based upon the original method and formula described in Article VI of this Master Deed. Such amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements

as may be necessary to adequately describe and service the Units and Common Elements being modified by such amendments. In connection with any such amendments, Developer shall have the right to change the nature of any Common Element previously included in the Condominium for any purpose reasonably necessary to achieve the purposes of this Article XII.

ARTICLE XIII  
DEVELOPER'S RIGHT TO USE FACILITIES

Until the end of the Development and Sales Period, the Developer, its successors and assigns, agents and employees may maintain such offices, model units, reasonable parking, storage areas and other facilities on the Condominium as it deems necessary to facilitate the development and sale of the Condominium Project. Throughout the entire duration of the Development and Sales Period, Developer, its successors and assigns, agents and employees shall have such access to, from and over the Condominium as may be reasonable to enable the development and sale of the Condominium Project. Developer shall pay the cost related to such use and restore the facilities to habitable status upon termination for such use.

ARTICLE XIV  
ASSIGNMENT

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

ARTICLE XV  
FOX RIDGE OF HARTLAND COMMUNITY ASSOCIATION

As stated above in Article VII, the Condominium (and the Future Expansion Area) is included in a larger development known as the "Fox Ridge of Hartland Community", which is in turn subject to the above referenced Community Association Declaration. The Community Association has been established as a Michigan non-profit corporation to operate, maintain and carry insurance on certain common facilities to be constructed or established within the Condominium and a separate condominium known as Fox Ridge I of Hartland that together comprise the Fox Ridge of Hartland Community. Those common facilities include (i) the Shared Recreation facilities to be located within Fox Ridge I, including the swimming pool, pool house and play areas, to be operated, maintained, repaired and replaced by the Community Association for the benefit of the Co-owners and the units in Fox Ridge I and their guests, tenants and invitees, (ii) the private roads constructed within the Fox Ridge of Hartland Community (including both the Condominium and Fox Ridge I), (iii) the sidewalks, pedestrian walkways, and nature trails, if any, constructed within the Fox Ridge of Hartland Community (including the Condominium and Fox Ridge I), (iv) storm water detention ponds and related improvements; (v) the retention wall to be constructed within the Condominium, as the same may be expanded, and (vi) the landscaping and boulevard improvements located at the entrance to Fox Ridge I from Old U.S. Highway 23 and such landscaping as may be installed along Old

U.S. Highway 23 in either the Condominium or Fox Ridge I. The Community Association shall also be responsible for preserving and maintaining such conservation easement areas, if any, as may be established within the Fox Ridge of Hartland Community for the purpose of preserving and protecting wetland areas subject to regulation by the State of Michigan, including such wetland area as may be located within the Condominium, as the same may be expanded.

The Association and the condominium association established to administer Fox Ridge I (the "Fox Ridge I Condominium Association") shall be the only members of the Community Association, with the Condominium Association and the Fox Ridge I Condominium Association each having the right to elect or appoint two of the four directors that will manage the affairs of the Community Association. Pursuant to the Article IV of the Community Association Declaration, the Developer shall have the right to appoint the directors of the Community Association that may be appointed or elected by the Association for as long as the Developer retains title to a Unit in the Condominium, as it may be expanded. Under the terms and conditions of the Community Association Declaration, the Community Association is empowered to collect assessments in equal amounts from the Co-owners of each Unit that may be created in the Condominium and the owners of each unit in Fox Ridge I to fund the operations of the Community Association, including the performance of the maintenance, repair and replacement responsibilities assigned to that entity. The Community Association is granted the right to impose and enforce liens upon any Units or any units in Fox Ridge I owned by Co-owners or unit owners that fail to pay assessments due and payable to the Community Association pursuant to the Community Association Declaration.

IN WITNESS WHEREOF, Developer has caused this Master Deed to be executed the day and year first above written.

WITNESSES:

SIGNED BY:

FOX RIDGE HOMES, L.L.C., a Michigan limited liability company

By:

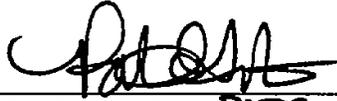
  
Bernard Gliberman  
Its: Manager

  
PATRICIA A. GOETOW

[Notary contained on next page]

STATE OF MICHIGAN )  
 ) ss  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of January, 2005, by Bernard Gliberman, Manager of FOX RIDGE HOMES, L.L.C., a Michigan limited liability company, on behalf of the company.



WAYNE

NOTARY PUBLIC PATRICIA A. GORTON  
County of ~~Oakland~~, State of Michigan  
My Commission Expires: 10.19.2005  
Acting in OAKLAND County

PREPARED BY AND WHEN RECORDED RETURN TO:

George W. Day, Esq.  
Jackier Gould, P.C.  
Second Floor, 121 West Long Lake Road  
Bloomfield Hills, Michigan 48304-2719

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**FOX RIDGE II OF HARTLAND****EXHIBIT A****BYLAWS****ARTICLE I  
ASSOCIATION OF CO-OWNERS**

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

**ARTICLE II  
ASSESSMENTS**

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

Section 1. Assessments for Common Elements. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the General Common Elements or the administration of the Condominium Project shall constitute expenditures affecting the administration of the Condominium Project, and all sums received as the proceeds of, or pursuant to, any policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the General Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

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

(a) Annual Budget. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those General Common Elements that must be repaired or replaced on a periodic basis shall be established in the budget and must be funded by regular payments as set forth in Section 3 below rather than by special assessments. At a minimum, the reserve fund shall be equal to ten (10%) percent of the Association's current annual budget on a cumulative basis; provided that the Association, through its Board of Directors, shall nevertheless have the right to establish a maximum amount required for accumulated reserves from time to time based on reasonable projections of the needs of the Association and periodic reviews of the status of improvements required to be maintained by the Association. Since the minimum standard required by this subparagraph may prove to be inadequate for this particular project, the Association of Co-owners should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget, although failure to deliver a copy of the budget to each Co-owner shall not affect or in any way diminish the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time decide, in the sole discretion of the Board of Directors, that the assessments levied are or may prove to be insufficient (1) to pay the costs of operation and management of the Condominium, (2) to provide repairs or replacements of existing General Common Elements, (3) to provide additions to the General Common Elements not exceeding Five Thousand (\$5,000.00) Dollars annually for the entire Condominium Project, or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors also shall have the authority, without a Co-owner's consent, to levy assessments pursuant to the provisions of Article V, Section 3 hereof regarding the Association's responsibilities for repair and maintenance. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or of the members thereof.

(b) Special Assessments. Special assessments, in addition to those required in subparagraph (a) above, may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other requirements of the Association, including, but not limited to: (1) assessments for additions to the General Common Elements of a cost exceeding Five Thousand (\$5,000.00) Dollars for the entire Condominium Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 hereof, or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph (c) (but not including those assessments referred to in subparagraph 2(a) above, which shall be levied in the sole discretion of the Board of Directors) shall not

be levied without the prior approval of more than sixty (60%) percent of all Co-owners. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or of the members thereof.

(c) Community Association Assessments. Each and every Co-owner shall be obligated to pay such assessments and charges as may be assessed against their Unit by the Community Association to defray the costs incurred by the Community Association in the performance of its duties and functions. Each and every Co-owner acknowledges that (1) the assessments payable to the Community Association shall be paid through the Association which has an obligation to promptly remit those assessments to the Community Association and (2) that, in the event of their failure to pay assessments charged by the Community Association when due, the Community Association shall have all of the rights and remedies set forth in the Community Association Declaration for the collection of such assessments, including, without limitation, the right to impose and foreclose on liens.

Section 3. Apportionment of Assessments and Penalty for Default. Unless otherwise provided herein or in the Master Deed, all assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in Article VI of the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with Article II, Section 2(a) above shall be payable by Co-owners either in twelve (12) equal monthly installments, quarterly or annually, in the discretion of the Board of Directors, subject to Sections 7 and 8 below, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. A late fee of Twenty Five (\$25.00) Dollars per month shall be imposed on each installment which is in default for ten (10) or more days. The Association may increase or assess such other reasonable automatic late charges or may, pursuant to Article XX hereof, levy additional fines for late payment of assessments as the Association deems necessary from time to time. Each Co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to his Unit which may be levied while such Co-owner is the owner thereof, except a land contract purchaser from any Co-owner including Developer shall be so personally liable and such land contract seller shall not be personally liable for all such assessment levied up to and including the date upon which such land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates.

Section 4. Waiver of Use or Abandonment of Unit. No Co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit.

Section 5. Enforcement.

(a) Remedies. In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of services to a Co-owner in default upon seven (7) days' written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Condominium and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from his Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him. The Association may also assess fines for late payment or non-payment of assessments in accordance with the provisions of Article XX of these Bylaws. All of these remedies shall be cumulative and not alternative.

(b) Foreclosure Proceedings. Each Co-owner, and every other person who from time to time has any interest in the Condominium, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions.

(c) Power of Sale. Further, each Co-owner and every other person who from time to time has any interest in the Condominium shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-owner of a Unit in the Condominium acknowledges that at the time of acquiring title to such Unit, he was notified of the provisions of this subparagraph and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit.

(d) Notice of Action. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after

mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address, a written notice that one or more installments of the annual assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorneys' fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. Such affidavit shall be recorded in the office of the Register of Deeds of Livingston County prior to commencement of any foreclosure proceedings, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the delinquent Co-owner and shall inform him that he may request a judicial hearing by initiating suit against the Association.

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

Section 6. Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Condominium Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit.

Section 7. Developer's Responsibility for Assessments. Until the First Annual Meeting is held in accordance with the provisions of Article IX, Section 2 of these Bylaws, the Developer, even though a member of the Association, shall not be responsible for payment of the regular assessments of the Association established pursuant to subsection 2(a) above. The Developer, however, shall during the period up to the First Annual Meeting pay a proportionate share of the Association's current maintenance expenses actually incurred from time to time based upon the ratio of completed Units owned by the Developer at the time the expense is incurred to the total number of completed Units in the Condominium. In no event shall the Developer be responsible for payment, until after the First Annual Meeting, of any assessments for deferred maintenance, reserves for replacement, capital improvements or other special assessments, except with respect to occupied Units owned by it. After the First Annual Meeting, Developer shall be responsible for payment of the full amount of any regular Association assessments for all completed Units owned by it. Developer shall not be responsible at any time for payment of regular assessments or payment of any expenses whatsoever with respect to unbuilt Units notwithstanding the fact that such unbuilt Units may have been included in the Master Deed. Further, the Developer shall in no event be liable for any assessment levied in whole or in part

to purchase any Unit from the Developer or to finance any litigation or other claims against the Developer, any cost of investigating and preparing such litigation or claim, or any similar or related cost. "Completed Unit" shall mean a Unit with respect to which a certificate of occupancy has been issued by the local public authority.

Section 8. Property Taxes and Special Assessments. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 9. Personal Property Tax Assessment of Association Property. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 10. Construction Lien. A construction lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

Section 11. Statement as to Unpaid Assessments and Related Costs. The purchaser of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments thereon, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. The written statement from the Association shall also disclose the amounts of any interest, late charges, fines, costs and/or attorneys' fees due and owing with respect to the Unit (the "Related Costs"). Upon the payment of the sums set forth in the Association's written statement within the period stated, the Association's lien for assessments and Related Costs as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such Unit shall render any unpaid assessments and Related Costs and the lien securing the same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments and Related Costs constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record.

### ARTICLE III ARBITRATION

Section 1. Scope and Election. Disputes, claims or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between Co-owners and the Association shall, upon the election and written consent of the parties to any such disputes, claims or grievances and written notice to the Association, be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding. At the exclusive option of the Association, a contract to settle by arbitration shall be executed by the Developer with respect to any claim that might be the subject of a civil action against the Developer, which claim arises out of or relates to the Common Elements of the Condominium Project if the amount of the claim is Ten Thousand (\$10,000.00)

Dollars or less. At the exclusive option of a Co-owner, any claim which might be the subject of a civil action against the Developer which involves an amount less than Two Thousand Five Hundred (\$2,500.00) Dollars and arises out of or relates to a Co-owner's Unit or the Condominium Project, shall be settled by binding arbitration. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

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

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

#### ARTICLE IV INSURANCE

Section 1. Association Coverage. The Association shall carry all risk insurance covering all commonly insured occurrences against all risks of direct physical loss; and against all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements. Such insurance shall include, but not be limited to, fire and extended coverage, vandalism and malicious mischief, host liability, all inclusive liability insurance and worker's compensation insurance, where applicable and available.

(a) Basic Policy Provisions. Insurance policies carried by the Association shall, if available without extraordinary premium charges, provide that:

- (1) Each Unit Owner is an insured person under the policy with respect to liability arising out of his interest in the Common Elements or membership in the Association.
- (2) The insurer waives its right to subrogation under the policy against any Co-owner or member of such Co-owner's household.
- (3) No act or omission by any Co-owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition for recovery under the policy.
- (4) If, at the time of a loss under the policy, there is other insurance in the name of a Co-owner covering the same risk covered by the policy, the Association's policy provides primary insurance.
- (5) That insurance proceeds must be disbursed first for repairs or restoration of the damaged property, unless and subject to the following:

(A) The Condominium is terminated;

(B) Repair or replacement would be illegal under any state or local health or safety statute or ordinance; or

(C) More than eighty (80%) percent of the Co-owners of all of the Units in the Condominium vote not to rebuild. The cost of repair or replacement in excess of insurance proceeds and reserves is a common expense. If the entire Condominium is not repaired or replaced, then: (i) the insurance proceeds attributable to the damaged Common Elements must be used to restore the damaged area to a condition compatible with the remainder of the Condominium; (ii) the insurance proceeds attributable to Units and Limited Common Elements which are not rebuilt must be distributed to the Co-owners of those Units and the Co-owners of the Units to which those Limited Common Elements were assigned, or to lien holders, as their interests may appear; and (iii) the remainder of the proceeds must be distributed to all of the Co-owners or lien holders, as their interests may appear, in proportion to the Common Element interest of all of the Units. If the Co-owners vote not to rebuild any Unit, that Unit's allocated interests are automatically reallocated as if the Unit had been condemned under Article V, Section 5 of these Bylaws, and the Association shall promptly prepare, execute, and record an amendment to the Master Deed reflecting the reallocations.

(b) Insurance Replacement Values for Common Elements. All General Common Elements of the Condominium shall be insured against all risks, 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 or by an insurance agent retained by the Board of Directors at each anniversary renewal date of said insurance. The Board may engage professional appraisers for this purpose.

(c) Insurance for Standard Improvements Located Within Unit Interiors and Limited Common Elements. The standard interior improvements (the "Standard Improvements") in all Units (including the Limited Common Elements appurtenant to a Unit) shall be covered by all risk insurance procured and paid for by the Association as part of its policy of insuring the Common Elements in amounts equal to the insurable replacement value of all of the interior structural and attendant and related building materials required to establish a structure for the Unit at the points and surfaces where it begins, including, without limitation, the finished subfloors; drywall; cabinets, finished carpentry; electrical and plumbing conduits, supplies and fixtures; tile; lighting fixtures; doors; door jams; glass doorwalls; hardware and all other materials as may be defined as standard by the Board of Directors of the Association from time to time in a published set of specifications (the "Standard Specifications"). Should the Board fail to publish such specifications, the Standard Specifications to be used for repair and replacement shall be determined by reference to the original installations, given the passage of time, as a standard.

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

(e) Receipt and Distribution of Proceeds of Insurance Policies. Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association and the Co-owners and their mortgagees, as their interests may appear; provided, however, that whenever repair or reconstruction of damaged portions of the Condominium shall be required as provided in Article V of these Bylaws, the insurance proceeds received by the Association shall be first applied to such repair or reconstruction unless the other provisions of the Condominium Documents mandate otherwise.

Section 2. Authority of Association to Maintain Insurance and Settle Claims. Each Co-owner appoints the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance for all insurance for the Condominium Project, including the insurance to be carried by such Co-owner under this Article IV, Section 3 below, if the Co-owner fails to meet his responsibilities thereunder. The Association as said attorney shall 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 Co-owners and respective mortgagees, as their interests may appear (subject to limiting or defining provisions of the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of the Association and any of its Co-owner members as shall be necessary to accomplish the foregoing.

Section 3. Insurance Responsibilities of Co-Owners. Each Co-owner shall be obligated and responsible for:

(a) Obtaining all risk liability and property insurance (generally in the form of an HO(6) policy, or such other specifications as the Association may prescribe or as may be commonly extant from time to time, and herein sometimes referred to as "Co-owner's Insurance") with respect to the improvements, decorations and any other personal property in his Unit which have been added to the Standard Improvements defined (or to be defined) in Section 1(c) of this Article IV or any other property contained within his Unit which is not covered by the Association's policy. This provision shall not preclude the Association from acquiring a blanket policy which covers the contents within a Unit under terms and conditions acceptable to the Association and the insurance carrier.

(b) Providing insurance coverage for all risk liability for injury to property and persons occurring in the Unit to the limits prescribed from time to time by the Board of Directors of the Association, but in amounts not less than \$100,000.00 for damage to property and \$500,000.00 for injury to persons on a per event basis.

(c) Insuring his personal property located within his Unit or elsewhere on the Condominium Project.

All Co-owner property insurance shall be carried in an amount equal to the maximum insurable replacement value of said improvements. A Co-owner's failure to fully insure his contents shall be a risk which he solely carries. Each Co-owner shall, on or before the annual anniversary dates of the issuance of his Co-owners' insurance, deliver certificates of such insurance to the Association. The Co-owner's policy of insurance shall also name the

Association as an insured under his liability coverage. If a Co-owner fails to obtain such insurance (which may be assumed to be the case if the Co-owner fails to timely provide evidence thereof to the Association), the Association may obtain such insurance on behalf of such Co-owner and the premiums therefor (if not reimbursed by the Co-owner on demand) shall constitute a lien against the Co-owners's Unit which may be collected from the Co-owner in the same manner that Association assessments may be collected in accordance with Article II hereof. The Association shall under no circumstance have any obligation to obtain any of the insurance coverage described in this Section 3 or incur any liability to any person for failure to do so. The Association may, on its own or through its paid agents, maintain a roster of Co-owners's insurance setting forth such relevant data as it deems helpful and useful to monitor the implementation of this Section 3.

The Co-owner's policy hereunder shall contain a thirty (30) day non-cancelable clause with mandatory thirty (30) day notice of cancellation to be mailed to the Association.

Section 4. Waiver of Rights of Subrogation. The Association and all Co-owners shall use their best efforts to cause all property and liability insurance carried by the Association or any Co-owner to contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

Section 5. Additional Insurance. The Association may, as an expense of administration, purchase an umbrella insurance policy which covers any risk required hereunder which was not covered due to lapse or failure to procure.

Section 6. Modifications to Insurance Requirements and Criteria. The Board of Directors of the Association may, with the consent of thirty-three and one-third (33-1/3%) percent of the Co-owners, revise the types, amounts, provisions, specifications and other provisions of this Article IV, except where prohibited by the Act.

Section 7. Insurance on the Shared Recreation Facilities. Notwithstanding any other provision set forth herein, the Community Association shall be responsible for obtaining and maintaining hazard insurance and liability insurance with respect to the Shared Recreation Facilities for the benefit of the Co-owners and the owners of units in the separate condominium development known as "Fox Ridge I of Hartland", all in accordance with the terms and conditions of the Community Association Declaration described in Article VII of the Master Deed.

## ARTICLE V RECONSTRUCTION OR REPAIR

Section 1. Responsibility for Reconstruction or Repair. If any part of the Condominium Premises shall be damaged as a result of fire, vandalism, weather or other natural or person caused phenomenon or casualty, the determination of whether or not it shall be reconstructed or repaired, and the responsibility therefor, shall be as follows:

- (a) General Common Elements. If the damaged property is a General Common Element, the damaged property shall be rebuilt or repaired.

(b) Unit or Improvements Thereon. If the damaged property is a Unit or an improvement thereon or appurtenance thereto, the Association shall expeditiously rebuild and/or repair the damaged property to the specifications set forth in these Bylaws. Pending rebuilding or repair, the Co-owner shall remove all debris and maintain the Unit and improvements thereon in a clean and sightly manner and in the best condition reasonable efforts can achieve. The Co-owner shall be responsible for the determination and coordination of the rebuilding of internal improvements beyond the Standard Specifications established pursuant to Article IV, Section 1(c) above if the Co-owner elects to exceed the Standard Specifications. The Association may reject any changes to the Standard Specifications which it deems not to be in the best interest of the Condominium Project. No change to the exterior appearance of any building shall be permitted. The Association and Co-owner shall cooperate in coordinating their respective repair and replacement responsibilities.

Section 2. Repair in Accordance with Master Deed. Reconstruction or repair shall be substantially in accordance with the Master Deed, the Condominium Subdivision Plan attached thereto as Exhibit B, and the original plans and specifications for the Condominium as updated by the published Standard Specifications.

Section 3. Association Responsibility 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 shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the cost thereof are insufficient, assessment shall be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair. This provision shall 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 Elements adversely affects the appearance of the Condominium, the Association shall proceed with replacement of the damaged property without delay.

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

(a) Taking of Unit or Improvements Thereon. In the event of any taking of all or any portion of a Unit by eminent domain, the award for such taking shall be paid to the Co-owner of such Unit and the mortgagee thereof, as their interests may appear, notwithstanding any provision of the Act to the contrary. If a Co-owner's entire Unit is taken by eminent domain, such Co-owner and his mortgagee shall, after acceptance of the condemnation award therefor, be divested of all interest in the Condominium Project.

(b) Taking of Common Elements. If there is any taking of any portion of the Common Elements, the condemnation proceeds relative to such taking shall be paid to the Co-

owners and their mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than 50% of the Co-owners shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

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

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

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

Section 6. Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give a Co-owner or any other party priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Co-owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

Section 7. Notification of FHLMC, FNMA, Etc. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC"), Federal National Mortgage Association ("FNMA"), Government National Mortgage Association ("GNMA"), the Michigan State Housing Development Authority ("MSHDA"), or insured by the Veterans Administration ("VA"), Department of Housing and Urban Development ("HUD"), Federal Housing Association ("FHA") or any private or public mortgage insurance program, then the Association shall give the aforementioned parties written notice, at such address as they may from time to time direct, of any loss to or taking of the Common Elements of the Condominium if the loss or taking exceeds Ten Thousand and 00/100 (\$10,000.00) Dollars in amount or damage to a Condominium Unit or dwelling covered by a mortgage purchased, held or insured by them.

Section 8. Reconstruction and Repair of the Shared Recreation Facilities. Notwithstanding any other provision set forth herein, in the event of the partial or total destruction of the Shared Recreation Facilities, the Community Association shall bear sole responsibility for the repair and replacement of any and all such improvements and the application of hazard insurance proceeds to the cost of that work.

ARTICLE VI  
RESTRICTIONS

Section 1. Uses Permitted. No Unit shall be used for other than single-family residential purposes; provided, however, that from time to time a Unit may also be occupied by a reasonable number of guests (which may include all of the members of another family). In no event may any Unit be used as a residence for more than one family and no Unit shall be used to conduct any business, trade or profession; provided, however, that any Co-owner may maintain a professional library in a Unit, maintain personal records and conduct personal business within a Unit, and participate in business or professional telephone calls from within the Unit. In no event shall any Unit within the Condominium be used for the operation of a "family day care home" or any other type of day care facility.

Section 2. Architectural and Aesthetic Control; Rules and Regulations.

(a) Standards for Construction and Replacement of Improvements. During the Development and Sales Period, any and all improvements constructed within the Condominium shall be constructed by the Developer or with the prior written approval of the Developer. (Any and all improvements constructed within the Condominium shall comply with Section 33.10 of the Hartland Township Zoning Ordinance regarding architectural standards as applied to the Condominium and to the extent waived in accordance with the terms and conditions of the Planned Development Agreement referenced in Article VII, paragraph (k) of the Master Deed.) The approval of any improvement not constructed by Developer during the Development and Sales Period shall be within the sole and absolute discretion of the Developer for the purpose of ensuring that the Condominium is developed as an attractive residential development that is in harmony with its surroundings.

(b) Aesthetic and Architectural Control in General. Subject to the limitation stated below, the Board of Directors of the Association, on its own initiative, acting through a sub-committee of one or more persons appointed by the Board with the Board's approval, may issue and enforce reasonable rules and uniform rules which deal with one or more of the following:

- (1) The exterior appearance of exterior and interior (which are visible from the exterior) window treatments;
- (2) The display, maintenance or placement of any plants, furniture, decorations or any other item on or within balconies, patios or porches;
- (3) The establishment and publication of Standard Specifications consistent with the Condominium Documents for the rebuilding, repair or renovation of the exteriors and interiors of each Unit and the Common Elements;
- (4) Any other rules and regulations permitted by the Act and the Condominium Documents which are reasonable and promulgated for the common benefit of the Co-owners.

The Board of Directors may establish and publish other rules and regulations which deal with the implementation of the criteria it establishes for architectural and aesthetic controls which shall be uniformly, fairly and reasonably applied. Any rule or regulation adopted pursuant to this provision during the Development and Sales Period must first be approved in writing by the Developer.

(c) General Rules and Regulations. Reasonable regulations consistent with all laws and the Condominium Documents concerning the use of the Common Elements, including any recreational facilities constructed within the Condominium other than the Shared Recreation Facilities, or the rights and responsibilities of the Co-owners and the Association with respect to the Condominium or the manner of operation of the Association and of the Condominium may be made and amended from time to time by any Board of Directors of the Association, including the first Board of Directors (or its successors) prior to the Transitional Control Date. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-owners or posted on a General Common Element. Any such regulation or amendment may be revoked at any time by the affirmative vote of a majority of the Co-owners.

Section 3. Proscribed Activities. No noxious or offensive activity shall be performed within any Unit or upon the Common Elements, nor shall anything be done thereon that tends to cause embarrassment, discomfort, annoyance or nuisance to the occupants or Co-owners of Units within the Condominium. No charcoal grills or similar devices shall be used on any porch or balcony and only charcoal grills that use propane gas shall be permitted to be used upon such patio as may have been constructed by the Developer as a Limited Common Element appurtenant to a Unit. All windows must have white-backed draperies or white-backed window treatments. All garage doors must be kept closed except when necessary for purposes of ingress to and egress from the garage. There shall not be maintained any animal or device or thing of any sort whose normal activities or existence is in any way noxious, noisy, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the reasonable enjoyment of Units. The Board of Directors of the Association shall be the final arbiter of whether a particular animal, device or thing is in violation of the foregoing restrictions. No Co-owner shall do or permit anything to be done or keep or permit to be kept in the Co-owner's Unit or on the Common Elements anything that will increase the cost of insurance on the Condominium without the written approval of the Association, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved, which increased cost may be assessed to and collected from the Co-owner in the manner provided in Article II hereof.

Section 4. Animals or Pets. No animals (except for two dogs or two cats or one dog and one cat) shall be kept or maintained on any Unit at any time. Constantly caged or confined small animals, such as small fish or small, caged birds, shall not be precluded by this provision. Any pets kept in the Condominium shall have such care and restraint as not to be obnoxious on account of noise, odor or unsanitary conditions. No savage or dangerous animal shall be kept. No animal may be permitted to run loose upon the Common Elements, and any animal shall at all times be attended by a responsible person while on the Common Elements. Any person who causes or permits an animal to be brought or kept on the Condominium property shall indemnify the Association and hold it harmless for any loss, damage or liability which the Association may

sustain as a result of the presence of such animal on the Condominium property. No doghouse, dog run or pet shelter of any kind shall be installed or maintained on the premises of the Condominium, including any General or Limited Common Element area.

Section 5. Vehicles. No trailers, boats, aircraft, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, snowmobile trailers, jet skis, jet ski trailers or other recreational vehicles, or any other vehicles, other than passenger cars, passenger vans, pick-up trucks and sport utility vehicles shall be parked or maintained within the Condominium unless in an attached garage included within a Unit. No vehicle that is used to promote a commercial enterprise, or used in connection with such an enterprise, shall be parked within the Condominium, or on any Unit, unless parked in a garage as provided above, except while making deliveries or pickups in the normal course of business. No vehicle shall be parked on any portion of the roads within the Condominium on an overnight basis or for an extended period of time. The Association through its Board of Directors shall have the right to impose rules and regulations regarding parking on the roads within the Condominium and such rules may impose time limits for such parking. In any event, parking throughout the Condominium and any expansion thereof shall be restricted to one side of the roads within the Condominium as indicated by signs posted for that purpose.

Section 6. Signs, Advertising and Mailboxes. No commercial signs of any kind, including "for sale" signs, shall be placed or maintained within or upon any Unit, except as may be required by legal proceedings, and in no event shall the Association or any Co-owner cause or permit the placement of commercial signs, including "for sale signs", upon any of the Common Elements. (Nothing in this provision shall limit the right of the Developer to install and maintain signs in furtherance of the Developer's development and sales activities as described below in Section 15 of this Article VI.) Any and all mailboxes installed within the Condominium shall throughout the Development and Sales Period conform to such standards as may be established by the Developer and those standards shall remain in effect after the Development and Sales Period unless reasonably modified by the Board of Directors.

Section 7. Co-owner Maintenance. Each Co-owner shall maintain his or her Unit and any Limited Common Elements appurtenant thereto for which the Co-owner has maintenance responsibility in a safe, clean and sanitary condition. All vacant Units must be kept free of debris, litter and trash and appropriate measures must be taken to protect such Units from winter weather-caused damage. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by the Co-owner or the Co-owner's family, guests, agents or invites, unless such damages or costs are covered by insurance carried by the Association in which case there shall be no such responsibility, unless reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount. Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

Section 8. Common Elements. The Common Elements shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and absolutely intended. No Co-owner may leave personal property of any description (including by way of example and not limitation: bicycles, vehicles, sculptures or statues, chairs and benches)

unattended on or about the Common Elements. No Co-owner may decorate or modify the exterior of any building in the Condominium (said exteriors comprising General Common Elements), except in accordance with rules adopted by the Association. (This limitation includes the installation of lights and other decorations during holiday seasons.) Use of all Common Elements may be limited to such times and in such manner as the Board of Directors shall determine by duly adopted regulations.

Section 9. Alterations and Modifications of the Common Elements. No Co-owner shall make changes in any of the Common Elements, limited or general (including, without limitation, the addition or removal of any plants, trees, shrubs or flowers), without the express written approval of the Board of Directors (and the Developer during the Development and Sales Period). The Board of Directors may adopt reasonable rules permitting the addition and maintenance of plants and flowers to Limited Common Element patios situated within the Condominium and for the planting of flowers around the exterior perimeter of Units; provided that in no event shall any Co-owner plant or cause any vegetable garden, tree or bush to be planted on any General Common Element, including the grounds immediately adjacent to his or her Unit. No Co-owner shall construct or maintain any improvement of any sort upon any General or Limited Common Elements or cause or permit any alteration or damage to any natural area that might be included in the Condominium.

Section 10. Television Antennas and Similar Devices. No outside television antenna or other antenna, aerial, saucer, dish or similar device shall be placed, constructed, altered or maintained on the exterior of the buildings that contain the Units. Notwithstanding the foregoing, any Co-owner shall be permitted to install an antenna for reception of direct television broadcasting or reception of video programming by wireless cable (otherwise known as multichannel multipoint distribution) so long as such installation is in the rear of the Unit and not visible from the front exterior of the Unit and in conformance with such other reasonable rules and regulations as may be imposed by the Association in support of safety and aesthetic concerns within limits proscribed by the Federal Communications Commission.

Section 11. Weapons. No Co-owner shall use, or permit the use by any occupant, agent, employee, invitee, guest or member of his or her family of any firearms, air rifles, pellet guns, B-B guns, bows and arrows, sling shots, or other similar weapons, projectiles or devices anywhere on or about the Condominium.

Section 12. Use of Shared Recreation Facilities. Pursuant to the Community Association Declaration, the Community Association shall have the right and authority to establish rules and regulations for the use and operation of the Shared Recreation Facilities to be maintained and operated by the Community Association, even though such Shared Recreation Facilities are to be included in the common elements of Fox Ridge I. Each and every Co-owner and their guests, tenants and invites shall comply with all such rules and regulations.

Section 13. Leasing and Rental.

(a) Right to Lease. A Co-owner may lease or sell his Unit for the same purposes set forth in Section 1 of this Article VI; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner

specified in subsection (b) below. With the exception of a lender in possession of a Unit following a default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-owner shall lease less than an entire Unit in the Condominium and no tenant shall be permitted to occupy except under a lease the initial term of which is at least six (6) months unless specifically approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer may lease any number of Units in the Condominium for any term in its sole discretion. These leasing provisions may not be revised prior to the Transitional Control Date without the Developer's prior written consent. Any revision to these leasing provisions shall be subject to the limitation set forth in Article VIII, paragraph (d) of the Master Deed.

(b) Leasing Procedures. The leasing of Units in the Condominium Project shall conform to the following provisions:

- (1) A Co-owner, including the Developer, desiring to rent or lease a Unit, shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a potential lessee and, at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. If the Developer desires to rent Units before the Transitional Control Date, Developer shall notify either the Advisory Committee or each Co-owner in writing. All leases must be in writing.
- (2) Tenants and non-owner occupants shall comply with all of the conditions of the Condominium Documents and all leases and rental agreements shall so state.
- (3) If the Association determines that the tenant or non-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:
  - (i) The Association shall notify the Co-owner by certified mail advising of the alleged violation by the tenant.
  - (ii) The Co-owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.
  - (iii) If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or non-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or non-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this subparagraph may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages to the General

Common Elements caused by the Co-owner or tenant in connection with the Unit or Condominium Project.

- (4) When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not constitute a breach of the rental agreement or lease by the tenant. If the tenant, after being notified, fails or refuses to remit rent otherwise due the Co-owner to the Association, then the Association may take the following actions:
- (i) The Association may issue a statutory notice to quit for non-payment of rent to the tenant and shall have the right to enforce that notice by summary proceeding.
  - (ii) The Association may initiate proceedings for eviction and money damages as described in subparagraph (3)(iii) above following the tenant's failure to remit rent otherwise due within fifteen (15) days after issuance of notice by the Association to the tenant by certified mail.

Section 14. Special Assessment Districts for Improvement. At some time subsequent to the recording of the Master Deed, it may become necessary to pave or improve some or all of the public roads adjacent to the Condominium Project or to make certain other improvements to publicly installed and maintained facilities, such as water mains and sanitary sewer lines. The improvement and/or installation of such facilities may be financed, in whole or in part, by the creation of a special assessment district or districts which may be comprised of or include the Condominium. The acceptance of a conveyance or the execution of a land contract by any Co-owner shall constitute the agreement of such Co-owner, his or her heirs, executors administrators or assigns that the Board of Directors of the Association shall be vested with full power and authority to obligate all Co-owners to participate in special assessment districts, sign petitions requesting said special assessments, and consider and otherwise act on all assessment issues on behalf of the Association and all Co-owners with respect to such public roads or streets or other publicly installed and maintained facilities; provided, that prior to signature by the Association on a petition for such improvement, the desirability of said improvement shall be approved by an affirmative vote of not less than 51% of all Co-owners. No consent of mortgagees shall be required for approval of said public road or other public facility improvement. All road improvement or other public facility improvement assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 15. Reserved Rights of Developer.

(a) Developer's Rights in Furtherance of Development and Sales. None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards of the Developer with respect to unoccupied Units owned by the Developer, or

of the Association in furtherance of its powers and purposes. Notwithstanding anything to the contrary elsewhere herein contained, throughout the entire duration of the Development and Sales Period as defined in Article III, paragraph (l) of the Master Deed, the Developer shall have the right to maintain a sales office, a business office, a construction office, model units, "for sale" signs, storage areas for supplies and construction materials and reasonable parking incident to the foregoing and such access to, from and over the Condominium as may be reasonable to enable the development and sale by the Developer and its affiliates of the entire Condominium, the Future Expansion Area and the entire Fox Ridge of Hartland Community by the Developer.

(b) Enforcement of Bylaws. The Condominium shall at all times be maintained in a manner consistent with the highest standards of a first class, beautiful, serene, private residential community for the benefit of the Co-owners and all persons having an interest in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace or landscape in a manner consistent with the maintenance of such high standards, then the Developer, or any entity to which it may assign this right, at its option, may elect to maintain, repair and or replace any Common Elements and/or do any landscaping required by the Bylaws and charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws during the Development and Sales Period, which right of enforcement shall include without limitation an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws.

(c) Developer's Assignment Rights. Any and all rights and powers of the Developer that have been granted or reserved by law or herein (or in any of the other Condominium Documents) to Developer (including, without limitation, any right or power to approve or to disapprove any act, use or proposed action or any other matter or thing) may be assigned by Developer to any person or entity, including, without limitation, the Association. Any assignment by Developer must be evidenced by a written instrument that must also be signed by the assignee to evidence the assumption by that assignee of the rights of the Developer hereunder. Notwithstanding the foregoing, as of the expiration of the Development and Sales Period, any and all of the rights hereunder of Developer that have not been theretofore assigned by Developer will be deemed to have been assigned to and assumed by the Association; provided, however, that in no event will Developer be deemed to have thereby assigned or in any other manner relinquished any real property rights granted or reserved to Developer or its successors and assigns in the Master Deed or in any other Condominium Documents or recorded Declarations, including, without limitation, any access easements, utility easements or any other easements created or reserved in the Master Deed, any of the other Condominium Documents or any recorded Declaration (any of which may only be terminated by a written instrument signed by Developer and recorded with the Livingston County Register of Deeds).

(d) Method of Evidencing Developer's Approval. **ANY APPROVAL, WAIVER, OR OTHER ACTION HEREUNDER BY DEVELOPER WILL NOT BE EFFECTIVE UNLESS THAT APPROVAL, WAIVER, OR OTHER ACTION IS IN WRITING AND IS SIGNED BY DEVELOPER. CO-OWNERS, THE ASSOCIATION (AND ANY OTHER PERSONS OR**

**ENTITIES) MAY NOT RELY UPON ANY APPROVAL, WAIVER, OR OTHER ACTION HEREUNDER IF THAT APPROVAL, WAIVER, OR OTHER ACTION IS GRANTED OR TAKEN BY ANY PERSON (INCLUDING, WITHOUT LIMITATION, ANY EMPLOYEES OR REPRESENTATIVES OF DEVELOPER) OTHER THAN DEVELOPER. AGENTS, EMPLOYEES, CONSULTANTS, ATTORNEYS AND OTHER REPRESENTATIVES AND ADVISORS OF DEVELOPER ARE NOT LIABLE WITH RESPECT TO ANY APPROVALS, WAIVERS OR OTHER ACTIONS UNDER THE CONDOMINIUM DOCUMENTS.**

Section 16. Preservation of Open Space and Certain Trees. The Association shall be responsible for taking such actions as may be reasonably necessary for the continued preservation and protection of certain trees located within the Condominium that have been designated by the Township for preservation as part of the site plan approval process for the Condominium. The Association shall not under any circumstances permit the removal of such designated trees without the prior written approval of the Township. The Association shall also be responsible for the continuing maintenance and preservation of all open space areas within the Condominium, subject to the right and obligation of the Community Association to repair, replace, maintain and preserve such the improvements, facilities and areas assigned to the entity's care in Article II of the Community Association Declaration described in Article VII, paragraph (i) of the Master Deed, including, without limitation, such storm water detention ponds as may be installed and constructed within the Condominium as it may be expanded. The open space subject to maintenance and preservation pursuant to this provision shall include the wetland area located in the northeasterly portion of the land that may be included in the Condominium.

## ARTICLE VII MORTGAGES, MORTGAGE INSURERS AND MORTGAGE GUARANTORS

Section 1. Notice to Association. Any Co-Owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units". The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Condominium Project written notification of any default in the performance of the obligations of the Co-owner of such Unit that is not cured within sixty (60) days.

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

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

Section 4. Applicability to Mortgage Insurers and Guarantors. Any of the rights in the condominium document which are granted to first mortgagees shall also be extended to insurers and guarantors of such mortgages, provided that they have given the Association notice of their interests. However, when voting rights are attributed to a mortgagee, only one vote may be cast per mortgage as to the mortgage in question regardless of the number of mortgagees, assignees, insurers and guarantors interested in the mortgage.

Section 5. Notification of Amendments and Other Matters. All holders of first mortgages and insurers and guarantors thereof who have requested notice, are entitled to timely written notice of: (a) any amendment affecting a unit in which they have an interest, (b) any amendment affecting a change in the general common elements, or limited common element appurtenant to a unit in which they have an interest, (c) a material change in the voting rights or use of a unit in which they have an interest, (d) any proposed termination of the condominium, (e) any condemnation or casualty loss which affects a material portion of the condominium or a unit in which they have an interest or (f) any lapse, cancellation or material modification of any insurance policy maintained by the Association.

## ARTICLE VIII VOTING

Section 1. Vote. Except as limited in these Bylaws, each Co-owner shall be entitled to one vote for each Condominium Unit owned.

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

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

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

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

Section 6. Majority. A majority, except where otherwise provided herein, shall consist of more than fifty (50%) percent of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority specified in this Section 6.

## ARTICLE IX MEETINGS

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

Section 2. First Annual Meeting. The First Annual Meeting of members of the Association may be convened only by the Developer and may be called at any time after more than fifty (50%) percent of the total number of Units that may be created in the Condominium, as it may be expanded, have been sold and the purchasers thereof qualified as members of the Association. In no event, however, shall such meeting be called later than one hundred twenty (120) days after the conveyance of legal or equitable title to non-developer Co-owners of seventy five (75%) percent of the total number of Units that may be created in the Condominium, as it may be expanded, or fifty four (54) months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Condominium Project, whichever first occurs. Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting of members and no such meeting shall be construed as the First Annual Meeting of members. The date, time and place of such meeting shall be set by the Board of Directors, and at least ten (10) days' written notice thereof shall be given to each Co-owner.

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

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

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

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

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

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

specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt, within the time period specified in the solicitation, of (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, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy; and if, either before or after the meeting, each of the members not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

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

#### ARTICLE X ADVISORY COMMITTEE

Within one year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within one hundred twenty (120) days after conveyance to purchasers of one third (1/3) of the total number of Units which may be created in the Condominium, as it may be expanded pursuant to Article X of the Master Deed, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least three (3) non-developer Co-owners. The Committee shall be established and perpetuated in any manner the Developer deems advisable except that if more than fifty (50%) percent of the non-developer Co-owners petition the Board of Directors for an election to select the Advisory Committee, then an election for such purpose shall be held. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the other Co-owners and to aid in the transition of control of the Association from the Developer to purchaser Co-owners. The Advisory Committee shall cease to exist automatically when the non-developer Co-owners have the voting strength to elect a majority of the Board of Directors of the Association. The Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected thereto by the Co-owners.

#### ARTICLE XI BOARD OF DIRECTORS

Section 1. Number and Qualification of Directors. The Board of Directors shall be comprised of five (5) members, all of whom must be members of the Association or officers, partners, trustees, employees or agents of members of the Association, except for the first Board of Directors. Upon the expiration of the Development and Sales Period, the Association may

elect to increase or decrease the number of Directors by a majority vote of its members. Directors shall serve without compensation.

Section 2. Election of Directors.

(a) First Board of Directors. The first Board of Directors, or its successors as selected by the Developer, shall manage the affairs of the Association until the appointment of the first non-developer Co-owners to the Board. Elections for non-developer Co-owner Directors shall be held as provided in subsections (b) and (c) below. (As used in subparagraphs (b) and (c) below, the phrase "number of Units that may be created" shall include units that may be created within the Future Expansion Area described in Article X of the Master Deed.)

(b) Appointment of Non Developer Co-owners to Board Prior to First Annual Meeting. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-Developer Co-owners of twenty five (25%) percent in number of the Units that may be created, one of the five (5) Directors shall be elected by non-Developer Co-owners. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-Developer Co-owners of fifty (50%) percent in number of the Units that may be created, two of the five (5) Directors shall be elected by non-Developer Co-owners. When the required number of conveyances has been reached, the Developer shall notify the non-Developer Co-owners and request that they hold a meeting and elect the required Director or Directors. Upon certification by the Co-owners to the Developer of the Director so elected, the Developer shall then immediately appoint such Director to the Board to serve until the First Annual Meeting of members unless he or she is removed pursuant to Section 7 of this Article or he or she resigns or becomes incapacitated.

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

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

(2) Regardless of the percentage of Units which have been conveyed, upon the expiration of fifty four (54) months after the first conveyance of legal or equitable title to a non-Developer Co-owner of a Unit in the Condominium Project, the non-Developer Co-owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and the Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but shall

not reduce, the minimum election and designation rights otherwise established in subsection (1). Application of this subsection does not require a change in the size of the Board of Directors.

- (3) If the calculation of the percentage of members of the Board of Directors that the non-Developer Co-owners have the right to elect under Subsection (2), or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-Developer Co-owners under subsection (b) results in a right of non-Developer Co-owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the non-Developer Co-owners have the right to elect. After application of this formula the Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subsection shall not eliminate the right of the Developer to designate one (1) Director as provided in subsection (1).
- (4) At the First Annual Meeting, three (3) Directors shall be elected for a term of two (2) years and two (2) Directors shall be elected for a term of one (1) year. At such meeting all nominees shall stand for election as one slate and the three (3) persons receiving the highest number of votes shall be elected for a term of two (2) years and the two (2) persons receiving the next highest number of votes shall be elected for a term of one (1) year. At each annual meeting held thereafter, either three (3) Directors or two (2) Directors shall be elected depending upon the number of Directors whose terms expire. After the First Annual Meeting, the term of office of each Director shall be two (2) years. The Directors shall hold office until their successors have been elected and hold their first meeting.
- (5) Once the Co-owners have acquired the right to elect a majority of the Board of Directors, annual meetings of Co-owners to elect Directors and conduct other business shall be held in accordance with the provisions of Article IX, Section 3 hereof.

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

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

- (a) To manage and administer the affairs of and to maintain the Condominium Project and the General Common Elements thereof;
- (b) To levy and collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association;

- (c) To carry insurance and collect and allocate the proceeds thereof;
- (d) To rebuild improvements after casualty;
- (e) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium Project;
- (f) To acquire, maintain and improve; and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association;
- (g) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of seventy five (75%) percent of all of the members of the Association in number and in value;
- (h) To make rules and regulations in accordance with Article VI, Section 2(b) and (c) of these Bylaws;
- (i) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board; and
- (j) To enforce the provisions of the Condominium Documents.

Section 5. Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than three (3) years or which is not terminable by the Association upon ninety (90) days written notice thereof to the other party and no such contract shall 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 shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that the Developer shall

be solely entitled to fill the vacancy of any Director whom it is permitted in the first instance to designate. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the members of the Association. Vacancies among non-Developer Co-owner elected Directors which occur prior to the Transitional Control Date may be filled only through election by non-Developer Co-owners and shall be filled in the manner specified in Section 2(b) of this Article.

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

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

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

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days notice to each given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of two (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 shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meetings of the Board shall be deemed a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority

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

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

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

## ARTICLE XII OFFICERS

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

(a) President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint committees from among the members of the Association from time to time as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association.

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

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

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

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

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

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

#### ARTICLE XIII SEAL

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

#### ARTICLE XIV FINANCES

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

Section 2. Fiscal Year. The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the Directors. The commencement

date of the fiscal year shall be subject to change by the Directors for accounting reasons or other good cause.

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

#### ARTICLE XV INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable counsel fees and amounts paid in settlement, incurred by or imposed upon him in connection with any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, to which he 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 as otherwise prohibited by law; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled. At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof. Further, the Board of Directors is authorized to carry officers' and directors' liability insurance covering acts of the officers and Directors of the Association in such amounts as it shall deem appropriate.

#### ARTICLE XVI AMENDMENTS

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

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

Section 3. By the Co-owners. These Bylaws may be amended by the Co-owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than sixty six and two thirds (66-2/3%) percent of all Co-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 sixty six and two thirds (66-2/3%) percent of the mortgagees shall be required, with each mortgagee to have one vote for each first mortgage held.

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

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

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

Section 7. Approval of the Township of Hartland. Any amendment to these Bylaws which affects the conditions imposed on the Condominium by the Township of Hartland or the rights of the Township shall require the prior written consent of the Township, which consent will not be unreasonably withheld.

#### ARTICLE XVII COMPLIANCE

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

#### ARTICLE XVIII DEFINITIONS

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

#### ARTICLE XIX REMEDIES FOR DEFAULT

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

Section 1. Legal Action. Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien

(if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.

Section 2. Recovery of Costs. In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (not limited to statutory fees) as may be determined by the court, but in no event shall any Co-owner be entitled to recover such attorney's fees.

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

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

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

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

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

## ARTICLE XX ASSESSMENT OF FINES

Section 1. General. The violation by any Co-owner, occupant or guest of any provisions of the Condominium Documents including any duly adopted rules and regulations

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

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

- (a) Notice. Notice of the violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Co-owner on notice as to the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the representative of said Co-owner at the address as shown in the notice required to be filed with the Association pursuant to Article VIII, Section 3 of these Bylaws.
- (b) Opportunity to Defend. The offending Co-owner shall have an opportunity to appear before the Board and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting but in no event shall the Co-owner be required to appear less than ten (10) days from the date of the Notice.
- (c) Default. Failure to respond to the Notice of Violation constitutes a default.
- (d) Hearing and Decision. Upon appearance by the Co-owner before the Board and presentation of evidence of defense, or, in the event of the Co-owner's default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.

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

- (a) First Violation. No fine shall be levied.
- (b) Second Violation. A fine of Seventy-Five Dollars (\$75.00).
- (c) Third Violation. A fine of One Hundred Dollars (\$100.00).
- (d) Fourth Violation and Subsequent Violations. A fine of One Hundred and Fifty Dollars (\$150.00) for each violation.

The Association, acting through its Board of Directors, may increase or decrease the fine schedule set forth above by Board resolution after giving prior written notice to the Co-owners of the proposed change. The resolution and a proof of notice shall then be recorded in Livingston County Records and the new schedule shall be effective upon recording.

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

## ARTICLE XXI JUDICIAL ACTIONS AND CLAIMS

Actions on behalf of and against the Co-owners shall be brought in the name of the Association. Subject to the express limitations on actions in these Bylaws and in the Association's Articles of Incorporation, the Association may assert, defend or settle claims on behalf of all Co-owners in connection with the Common Elements of the Condominium. As provided in the Articles of Incorporation of the Association, the commencement of any civil action (other than one to enforce these Bylaws or collect delinquent assessments) shall require the approval of a majority in number and in value of the Co-owners, and shall be governed by the requirements of this Article. The requirements of this Article will ensure that the Co-owners are fully informed regarding the prospects and likely costs of any civil actions actually filed by the Association. These requirements are imposed in order to reduce both the cost of litigation and the risk of improvident litigation, and in order to avoid the waste of the Association's assets in litigation where reasonable and prudent alternatives to the litigation exist. Each Co-owner shall have standing to sue to enforce the requirements of this Article. The following procedures and requirements apply to the Association's commencement of any civil action other than an action to enforce these Bylaws or to collect delinquent assessments:

Section 1. Board of Directors' Recommendation to Co-owners. The Association's Board of Directors shall be responsible in the first instance for recommending to the Co-owners that a civil action be filed, and supervising and directing any civil actions that are filed.

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

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

- (i) it is in the best interests of the Association to file a lawsuit;
- (ii) that at least one member of the Board of Directors has personally made a good faith effort to negotiate a settlement with the putative defendant(s) on behalf of the Association, without success;

- (iii) litigation is the only prudent, feasible and reasonable alternative; and
- (iv) the Board of Directors' proposed attorney for the civil action is of the written opinion that litigation is the Association's most reasonable and prudent alternative.

(b) A written summary of the relevant experience of the attorney ("Litigation Attorney") the Board of Directors recommends be retained to represent the Association in the proposed civil action, including the following information: (i) the number of years the Litigation Attorney has practiced law; and (ii) the name and address of every condominium and homeowner association for which the attorney has filed a civil action in any court, together with the case number, county and court in which each civil action was filed.

(c) The Litigation Attorney's written estimate of the amount of the Association's likely recovery in the proposed lawsuit, net of legal fees, court costs, expert witness fees and all other expenses expected to be incurred in the litigation.

(d) The Litigation Attorney's written estimate of the cost of the civil action through a trial on the merits of the case ("Total Estimated Cost"). The Total Estimated Cost of the civil action shall include the Litigation Attorney's expected fees, court costs, expert witness fees, and all other expenses expected to be incurred in the civil action.

(e) The Litigation Attorney's proposed written fee agreement.

(f) The amount to be specially assessed against each Unit in the Condominium to fund the estimated cost of the civil action both in total and on a monthly per Unit basis, as required by Section 6 of this Article.

**Section 3. Independent Expert Opinion.** If the lawsuit relates to the condition of any of the Common Elements of the Condominium, the Board of Directors shall obtain a written independent expert opinion as to reasonable and practical alternative approaches to repairing the problems with the Common Elements, which shall set forth the estimated costs and expected viability of each alternative. In obtaining the independent expert opinion required by the preceding sentence, the Board of Directors shall conduct its own investigation as to the qualifications of any expert and shall not retain any expert recommended by the Litigation Attorney or any other attorney with whom the Board of Directors consults. The purpose of the independent expert opinion is to avoid any potential confusion regarding the condition of the Common Elements that might be created by a report prepared as an instrument of advocacy for use in a civil action. The independent expert opinion will ensure that the Co-owners have a realistic appraisal of the condition of the Common Elements, the likely cost of repairs to or replacement of the same, and the reasonable and prudent repair and replacement alternatives. The independent expert opinion shall be sent to all Co-owners with the written notice of the Litigation Evaluation Meeting.

**Section 4. Fee Agreement with Litigation Attorney.** The Association shall have a written fee agreement with the Litigation Attorney, and any other attorney retained to handle the

proposed civil action. The Association shall not enter into any fee agreement that is a combination of the retained attorney's hourly rate and a contingent fee arrangement unless the existence of the agreement is disclosed to the Co-owners in the text of the Association's written notice to the Co-owners of the Litigation Evaluation Meeting.

Section 5. Co-owner Vote Required. At the Litigation Evaluation meeting the Co-owners shall vote on whether to authorize the Board of Directors to proceed with the proposed civil action and whether the matter should be handled by the Litigation Attorney. The commencement of any civil action by the Association (other than a suit to enforce these Bylaws or collect delinquent assessments) shall require the approval of a majority in number and in value of the Co-owners. Any proxies to be voted at the Litigation Evaluation Meeting must be signed at least seven (7) days prior to the Litigation Evaluation Meeting. Notwithstanding any other provision of the Condominium Documents, no litigation shall be initiated by the Association against the Developer until such litigation has been approved by an affirmative vote of seventy-five (75%) percent of all members of the Association in number and value attained after a Litigation Evaluation Meeting held specifically for the purpose of approving such action.

Section 6. Litigation Special Assessment. All legal fees incurred in pursuit of any civil action that is subject to Sections 1 through 10 of this Article shall be paid by special assessment of the Co-owners ("Litigation Special Assessment"). The Litigation Special Assessment shall be approved at the Litigation Evaluation Meeting (or any subsequent duly called and noticed meeting) by a majority in number and in value of all Co-owners in the amount of the estimated total cost of the civil action. If the Litigation Attorney proposed by the Board of Directors is not retained, the Litigation Special Assessment shall be in an amount equal to the estimated total cost of the civil action, as estimated by the attorney actually retained by the Association. The Litigation Special Assessment shall be apportioned to the Co-owners in accordance with their respective percentage of value interests in the Condominium and shall be collected from the Co-owners on a monthly basis. The total amount of the Litigation Special Assessment shall be collected monthly over a period not to exceed twenty four (24) months.

Section 7. Attorney's Written Report. During the course of any civil action authorized by the Co-owners pursuant to this Article, the retained attorney shall submit a written report ("Attorney's Written Report") to the Board of Directors every thirty (30) days setting forth:

(a) The attorney's fees, the fees of any experts retained by the attorney, and all other costs of the litigation during the thirty (30) day period immediately preceding the date of the Attorney's Written Report ("Reporting Period").

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

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

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

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

Section 8. Monthly Board Meetings. The Board of Directors shall meet monthly during the course of any civil action to discuss and review:

- (a) the status of the litigation;
- (b) the status of settlement efforts, if any; and
- (c) the Attorney's Written Report.

Section 9. Changes in the Litigation Special Assessment. If, at any time during the course of a civil action, the Board of Directors determines that the originally estimated total cost of the civil action or any revision thereof is inaccurate, the Board of Directors shall immediately prepare a revised estimate of the total cost of the civil action. If the revised estimate exceeds the Litigation Special Assessment previously approved by the Co-owners, the Board of Directors shall call a special meeting of the Co-owners to review the status of the litigation, and to allow the Co-owners to vote on whether to continue the civil action and increase the Litigation Special Assessment. The meeting shall have the same quorum and voting requirements as a Litigation Evaluation Meeting.

Section 10. Disclosure of Litigation Expenses. The attorneys' fees, court costs, expert witness fees and all other expenses of any civil action filed by the Association ("Litigation Expenses") shall be fully disclosed to Co-owners in the Association's annual budget. The Litigation Expenses for each civil action filed by the Association shall be listed as a separate line item captioned "Litigation Expenses" in the Association's annual budget.

## ARTICLE XXII SEVERABILITY

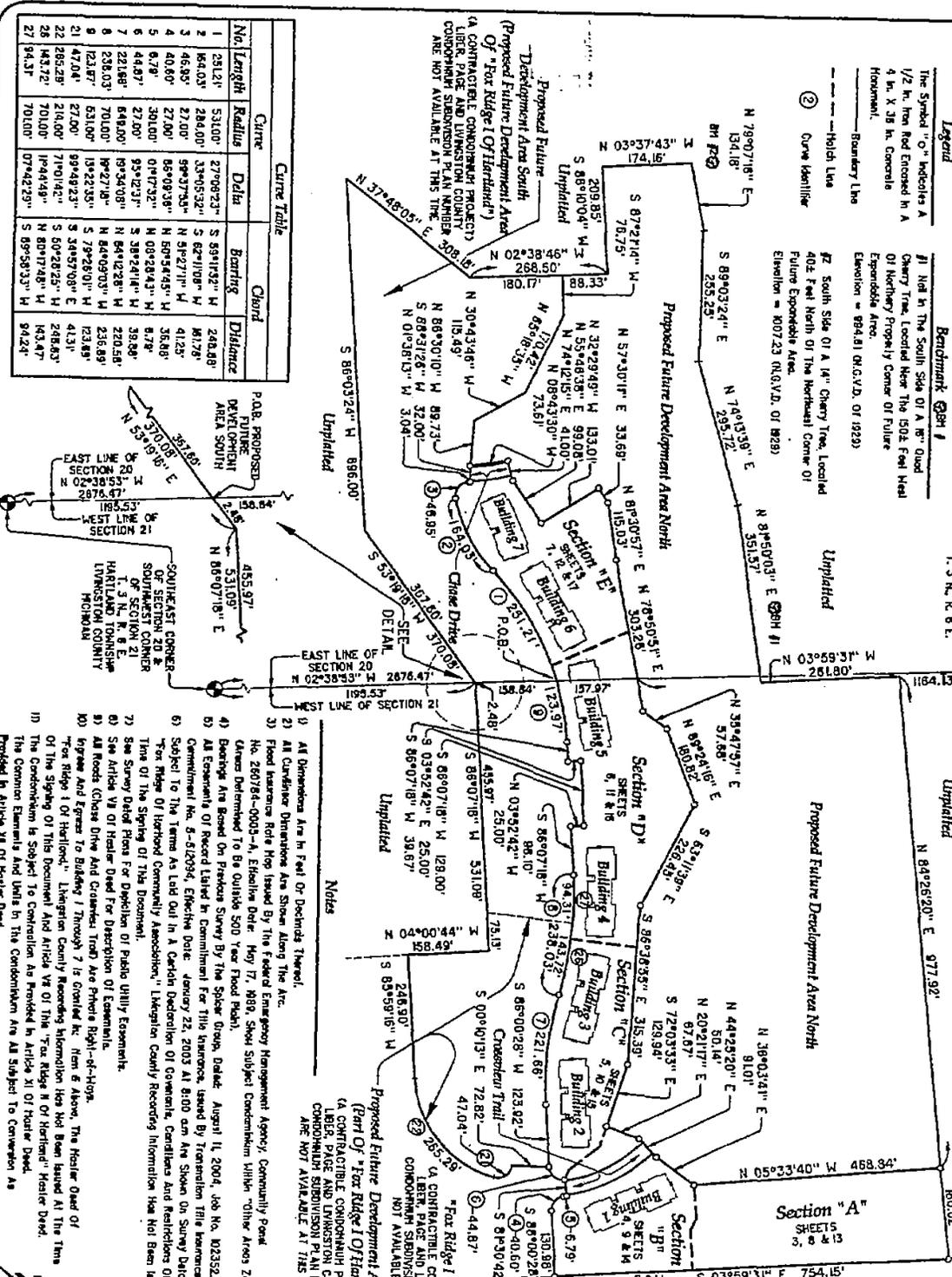
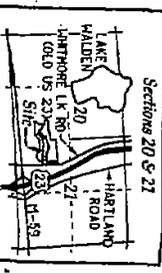
In the event that any of the terms, provisions or covenants of these Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions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



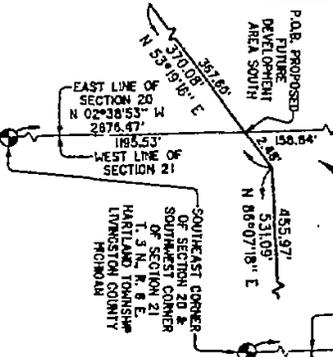
# Fox Ridge II of Hartland

Part of The Southeast 1/4 of Section 20 and The Southeast 1/4 of Section 21  
 Town 3 North, Range 6 East  
 Hartland Township, Livingston County, Michigan

Surveyor/Engineer  
 DESIRE MC  
 2483 PLESS DRIVE  
 BRIGHTON, MI 48114



No.	Length	Radius	Bearing	Chord	Distance
1	231.21	531.00	S 89°15'22" W	248.89	248.89
2	164.03	279.9737	S 62°11'08" W	161.76	161.76
3	46.85	27.00	N 51°27'11" W	41.25	41.25
4	40.00	65.00	N 89°54'45" W	35.88	35.88
5	44.87	301.00	N 01°17'32" W	43.82	43.82
6	44.87	27.00	S 89°24'41" W	38.88	38.88
7	221.88	648.00	N 84°10'28" W	220.58	220.58
8	238.03	701.00	N 84°10'28" W	236.89	236.89
9	123.87	631.00	S 7°25'01" W	123.81	123.81
10	47.04	67.00	S 54°57'09" E	41.31	41.31
11	285.28	214.00	S 50°28'25" W	248.83	248.83
12	143.72	701.00	N 80°17'48" W	143.47	143.47
13	94.31	701.00	S 89°58'33" W	94.24	94.24



**Notes**

- All Dimensions are in Feet or Decimals Thereof.
- All Curvature Dimensions are Shown Along the Arc.
- Fixed Curvature Rate has been Issued by the Federal Emergency Management Agency, Community Plan No. 260784-0003-A, Effective Date: May 17, 1989, Show Subject Condominium Within "Other Area Zone 'X'".
- Design Defined to Be Outside 500 Year Flood Plain.
- Drawings are Based on Previous Survey by the State of Michigan, dated August 11, 2004, Job No. 02332.00.
- All Easements of Record Listed in Commission for Title Insurance, issued by TransUnion Title Insurance Company, Commission No. 5-512936, Effective Date: January 22, 2005 at 8:00 am are Shown on Survey Data Plans.
- See Survey Data Plans for Description of Easements.
- See Article VI of Restate Deed for Description of Easements.
- All Roads (Chase Drive and Crossman Trail) are Private Right-of-Way.
- Agrees and Agrees to Build/Through 7 is Contained in, Item 8 Above, The Master Deed of "Fox Ridge I of Hartland".
- Michigan County Recording Information has been Submitted at the Time of the Signing of This Document.
- See Survey Data Plans for Description of Easements.
- See Article VI of Restate Deed for Description of Easements.
- All Roads (Chase Drive and Crossman Trail) are Private Right-of-Way.
- Agrees and Agrees to Build/Through 7 is Contained in, Item 8 Above, The Master Deed of "Fox Ridge I of Hartland".
- Michigan County Recording Information has been Submitted at the Time of the Signing of This Document and Article VI of the "Fox Ridge II of Hartland" Master Deed.
- The Condominium is Subject to Condemnation as Provided in Article XI of Restate Deed.
- The Condominium is and will be in the Condominium as All Subject to Condemnation as Provided in Article XI of Restate Deed.

**Surveyor's Certificate**

I, JOHN C. HAAS II, a Professional Surveyor of the State of Michigan, hereby certify that the subdivision plan known as "FOX RIDGE II OF HARTLAND", Livingston County Condominium Subdivision Plan No. 2005-0003-A, on which this survey is based, represents a true and correct representation of the ground as shown on the ground under my direction.

That there are no existing observable monuments upon the lands and property herein described.

That the required monuments and markers have been or will be located in the ground as required by rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978 (as amended).

That the locations, as shown, are noted on the survey plans or required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978.

JOHN C. HAAS II  
 PROFESSIONAL SURVEYOR No. 47198

JANUARY 25, 2005  
 PROPOSED DATED

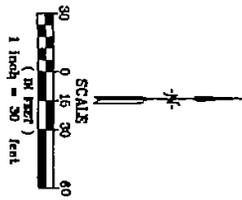
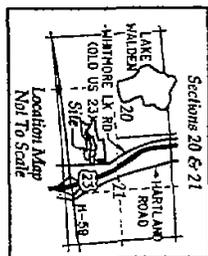
(810) 877-8933  
 CIVIL ENGINEERS  
 LAMAR PLESS DRIVE  
 BRIGHTON, MICHIGAN 48114

SHEET 2

# Exhibit "B" To The Master Deed Of Fox Ridge II Of Hartland

Part Of The Southeast 1/4 Of Section 20 And The Southeast 1/4 Of Section 21  
Town 3 North, Range 6 East  
Hartland Township, Livingston County, Michigan  
Survey Detail Plan - Section "A"

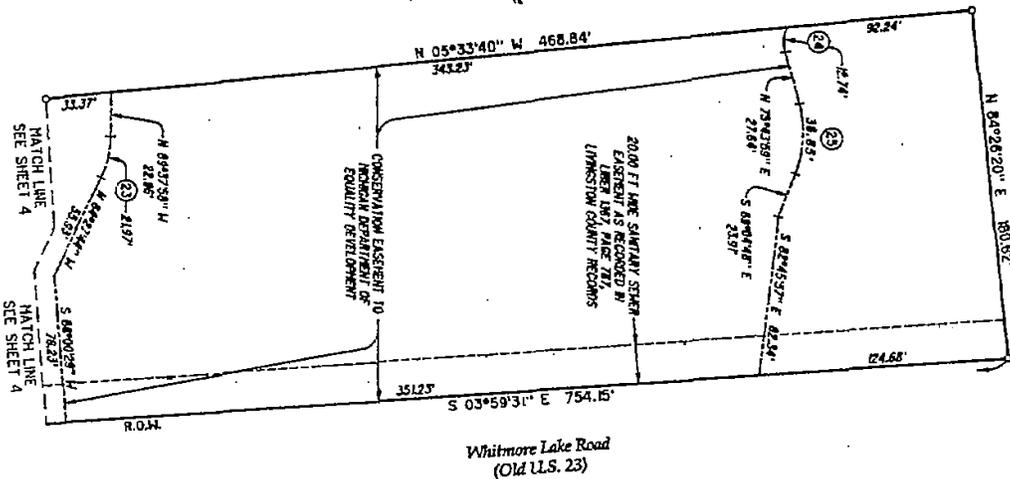
Surreyor/Engineer  
JESSE MC  
2803 PLESS DRIVE  
BRIGHTON, MI 48114



**Notes**

All Dimensions Are In Feet Or Decimals Thereof.  
All Curvature Dimensions Are Shown Along The Arc.  
Flood Insurance Rate Map Issued By The Federal Emergency Management Agency, Community Plan No. 280794-0005-A, Effective Date: May 17, 1998. Since Subject Condominium Units "Spiker Areas Zone 'X'" Areas Determined To Be Outside 500 Year Flood Plain.  
Bearings Are Based On Previous Survey By The Spiker Group, Dated August 11, 2004, Job No. W2352.00.  
All Elements Of Record Listed In Conventional For Title Insurance, Issued By Titroncon The Insurance Company, Commitment No. 5-512094, Effective Date: January 22, 2003 At 8:00 am Are Shown Herein.  
See Article VI Of Master Deed For Description Of Elements.  
Subject To The Terms As Laid Out In A Certain Declaration Of Condominium, Conditions And Restrictions Of The "Fox Ridge Of Hartland Community Association," Livingston County Recording Information Has Not Been Issued At The Time Of The Signing Of This Document.  
All Roads (Chase Drive And Crosskey Trail) Are Private Right-of-Ways.  
Ingress And Egress To Building 1 Through 7 Is Granted In: Declaration Of Condominium, Conditions And Restrictions As Laid Above, The Master Deed Of "Fox Ridge I Of Hartland," Livingston County Recording Information Has Not Been Issued At The Time Of The Signing Of This Document And Article VII Of The "Fox Ridge II Of Hartland" Master Deed.  
The Condominium Is Subject To Construction As Provided In Article XI Of Master Deed. The Common Elements And Units In The Condominium Are All Subject To Conversion As Provided In Article XII Of Master Deed.

**Proposed Future Development: Area North**



**Surreyor's Certificate**

I, JOHN C. HAAS III, a Professional Surveyor of the State of Michigan, hereby certify:  
That the subdivision plan herein on "FOX RIDGE II OF HARTLAND," Livingston County Condominium Subdivision Plan No. 2352, was shown on the accompanying exhibits, represents a survey on the ground made under my direction.  
That there are no existing observable encroachments upon the land and property herein described.  
That the required monuments and iron markers have been or will be located in the ground as required by rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978 (as amended) within one year from the date of the Exhibit "B" recordation.  
That the accuracy of this survey is within the limits required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978 (as amended).  
That the bearings, as shown, are noted on the survey plans as required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978.



JOHN C. HAAS III  
PROFESSIONAL SURVEYOR No. 47188  
JANUARY 25, 2005  
PROPOSED DATED  
SHEET 3

No.	Curve Table		Chord	Distance
	Length	Radius		
23	21.87'	50.00'	35.9715"	N 77°42'30" W 21.37'
24	12.74'	20.00'	36.2915"	S 86°01'04" E 12.53'
25	30.85'	80.00'	35.9715"	S 88°40'24" E 36.27'

The Symbol "O" Indicates A 1/2 In. Iron Rod Located In A 4 In. X 3/8 In. Concrete Foundation.  
--- Match Line

# Fox Ridge II of Hartland

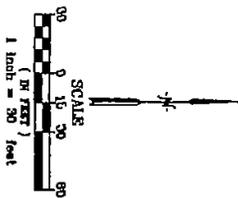
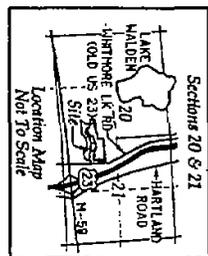
## Survey Detail Plan - Section "B"

Exhibit "B" To The Master Deed Of

Developer  
 FOX RIDGE HOMES, L.L.C.  
 4051 WINCENT COURT  
 NOVATO, CA 94957

Part Of The Southeast 1/4 Of Section 20 And The Southeast 1/4 Of Section 21  
 Town 3 North, Range 6 East  
 Hartland Township, Livingston County, Michigan

DRAWN BY  
 2183 PLEAS DRIVE  
 BRIGHTON, MI 48114



**Legend**  
 The Symbol "O" Indicates A 1/2 in. Iron  
 Rod Set at 4 in. X 3/8 in.  
 Concrete Foundation.

- Easement (As Labeled)
- ▭ 23,000 Ft. Wide Private Easement  
 For Sanitary Sewer
- ▭ 23,000 Ft. Wide Private Easement  
 For Water Main
- Hatch Line
- ⊙ Curve Identifier

Notes

All Dimensions Are In Feet Or Decimals Thereof.

All Curvature Dimensions Are Shown Along The Arc.

Flood Insurance Rate Map Issued By The Federal Emergency Management Agency, Community  
 Flood No. 3307044-0005-A, Effective Date: May 01, 1978, Shows Subject Condominium Units  
 "Other Areas Zone "X" (Areas Determined To Be Outside 500 Year Flood Plain).

Recordings Are Based On Previous Survey By The Spher Group,  
 Dated: August 11, 2004, Job No. 102302.00.

All Easements Or Records Listed In Commentaries For This Instrument, Issued By Transmission Title  
 Insurance Company, Commitment No. G-512084, Effective Date: January 22, 2003 At  
 8:00 am Are Shown Hereon.

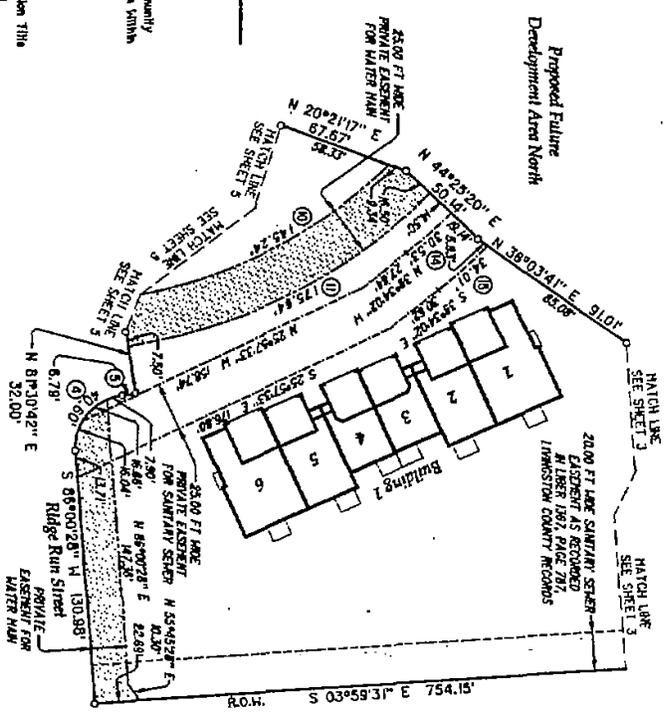
See Article VII Of Deed For Description Of Easements.

Subject To The Terms As Laid Out In A Certain Declaration Of Condominiums, Conditions And  
 Restrictions Of The "Fox Ridge Of Hartland Community Association," Livingston County  
 Recording Information Has Not Been Issued At The Time Of This Drawing. The Drawing  
 Recording Information Has Not Been Issued At The Time Of This Drawing.

All Roads (Other Than And Crossed) Trunk Are Private Right-of-Way.

Buyers And Owners To Building 1 Through 7 Is Granted By Declaration Of Condominiums,  
 Conditions And Restrictions As Laid Above, The Power Deed Of "Fox Ridge I Of Hartland,"  
 Livingston County Recording Information Has Not Been Issued At The Time Of This Drawing.  
 This Document And Article VI Of This "Fox Ridge II Of Hartland" Deed.

The Condominium Is Subject To Continuation As Provided In Article XI Of Deed Deed. The  
 Common Elements And Units In The Condominium Are All Subject To Continuation As Provided  
 In Article XI Of Deed Deed.



ALL CONTRACTUAL CONSTRUCTION PROJECTS  
 SHALL BE IN ACCORDANCE WITH THE SUBDIVISION  
 PLAN HEREON AND NOT AVAILABLE AT THIS TIME

Table 1: Curve Data

No.	Curve			Chord		
	Length	Radius	Delta	Bearing	Distance	
1	40.60'	27.00'	96°09'39"	N 50°54'45" W	38.86'	
2	4.78'	303.00'	0°17'33"	N 08°28'43" W	4.78'	
3	145.24'	231.50'	33°03'58"	N 28°08'57" W	43.83'	
4	173.54'	278.50'	38°23'48"	S 27°22'48" E	172.71'	
5	50.25'	201.00'	6°00'35"	N 42°34'42" W	50.57'	
6	34.01'	318.00'	8°40'01"	S 42°39'02" E	34.00'	

Whitmore Lake Road  
 (Old U.S. 23)

**Benchmark**

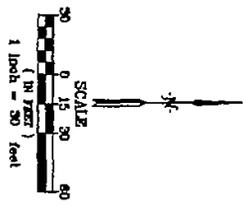
- #1. Nail In The South Side Of A 6" Quad Cherry Tree, Located Near The 1504 Feet Head Of Northern Property Corner Of Future Expandable Area. (See Sheet 2)
- Elevation = 894.61 (G.C.V.D. 01 1828)
- #2. South Side Of A 10" Cherry Tree, Located 40± Feet North Of The Northern Corner Of Future Expandable Area. (See Sheet 2)
- Elevation = 1007.23 (G.C.V.D. 01 1828)

**Surveyor's Certificate #332**

I, JOHN C. HAAS III, a Professional Surveyor of the State of Michigan, hereby certify:  
 That the subdivision plan herein on "FOX RIDGE II OF HARTLAND", Livingston County Condominium Subdivision, File No. 2332, as shown on the accompanying drawings, represents a survey on the ground made under my direction.  
 That there are no existing observable encroachments upon the lands and property herein described.  
 That the required monuments and iron markers have been or will be located in the ground as required by rules promulgated under Section 142 of Act No. 58 of the Public Acts of 1978 (as amended) within one year from the date of the Exhibit "B" recording.  
 That the accuracy of this survey is within the limits required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978 (as amended).  
 That the bearings, as shown, are noted on the survey plans as required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978.



JOHN C. HAAS III  
 PROFESSIONAL SURVEYOR No. 47198  
 JANUARY 28, 2005  
 PROPOSED DATED  
 SHEET 4



Notes

All Dimensions Are in Feet Or Decimals Thereof.  
 All Curved Dimensions Are Shown Along The Arc.

Flood Insurance Risk Map Issued By The Federal Emergency Management Agency, Community Flood No. 260764-0005-A, Effective Date: May 17, 1994. Show Subject Condominium Within "Other Areas Zone X-1" Areas Determined To Be Outside 500 Year Flood Risk.

Recordings Are Based On Previous Survey By The Spole Group, Dated: August 11, 2004, Job No. 02352.00.  
 All Elements Of Record Listed In Commitment For Title Insurance, Issued By Transitions Title Insurance Company, Commitment No. S-5-022944, Effective Date: January 22, 2003 At 8:00 am Are Shown Hereon.  
 See Article VI of Master Deed For Description Of Easements.

Subject To The Terms As Laid Out In A Certain Declaration Of Covenants, Conditions And Restrictions Of The "Fox Ridge Of Hartland Community Association," Livingston County Recording Information Has Not Been Issued At The Time Of The Signing Of This Document.

All Roads (State Drive And Crosswalk) Shall Are Private Right-of-Way-Access And Egress To Building 1 Through 7 Is Granted In Dedication Of Covenants, Conditions And Restrictions As Laid Above, The Master Deed Of "Fox Ridge I Of Hartland," Livingston County Recording Information Has Not Been Issued At The Time Of The Signing Of This Document And Article VI Of This "Fox Ridge II Of Hartland" Master Deed.

The Condominium Is Subject To Continuation As Provided In Article XI Of Master Deed. The Common Elements And Units In The Condominium Are All Subject To Continuation As Provided In Article XI Of Master Deed.

Developer  
 FOX RIDGE HOMES, L.L.C.  
 4101 VINCENNI COURT  
 NOV, IN 46375

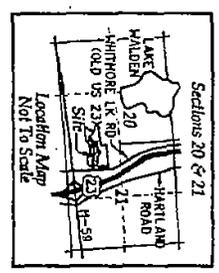
# Fox Ridge II Of Hartland

Part Of The Southeast 1/4 Of Section 20 And The Southwest 1/4 Of Section 21  
 Town 3 North, Range 6 East  
 Hartland Township, Livingston County, Michigan

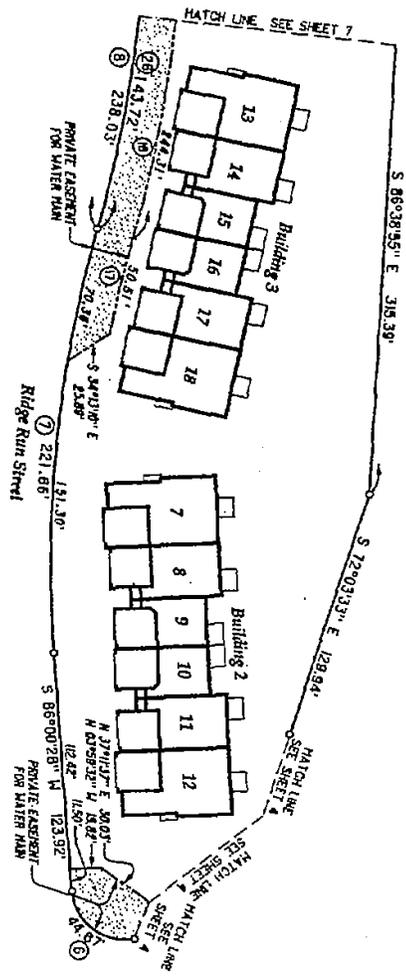
## Survey Detail Plan - Section "C"

Exhibit "D" To The Master Deed Of

Surveyor/Engineer  
 RESNEAU  
 2845 FLEISS DRIVE  
 BRIGHTON, MI 48114



Proposed Future Development Area North



Proposed Future Development Area South  
 (A Part Of "Fox Ridge I Of Hartland")  
 (A CONTIGUOUS CONDOMINIUM PROJECT)  
 LIBER, PAGE AND RECORDING INFORMATION AVAILABLE AT THE  
 NUMBER AND NOT AVAILABLE AT THE TIME

Legend  
 The Symbol "O" Indicates A 1/2 In. Iron Rod Encased In A 4 In. X 36 In. Concrete Monument.

Benchmark  
 1) Not In The South Side Of A 18" Old Cherry Tree, Located Near The SOE Felt Heat Of Northern Property Corner Of Future Expansible Area, (See Sheet 2)  
 Elevation = 894.81 (M.G.V.D. Of 1929)

Benchmark  
 2) South Side Of A 14" Cherry Tree, Located 402 Feet North Of The Northwest Corner Of Future Expansible Area, (See Sheet 2)  
 Elevation = 1027.23 (M.G.V.D. Of 1929)

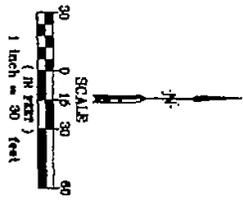
Boundary Line  
 Photo Easement For Water Main  
 - - - - - Holch Line  
 (5) - - - - - Curve Identifier

Surveyor's Certificate \*333

I, JOHN G. HAAS II, a Professional Surveyor of the State of Michigan, hereby certify that the subdivision plan known as "FOX RIDGE CONDOMINIUM II" Livingston County Condominium Subdivision Plan No. \_\_\_\_\_, as shown on the accompanying drawings, represents a survey on the ground made under my direction. That there are no existing observable monuments upon the lands and property herein described. That the required monuments and iron markers have been or will be located in the ground as required by rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978 (as amended) within one year from the date of the Exhibit "B" recordation. That the accuracy of this survey is within the limits required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978 (as amended). That the bearings, as shown, are noted on the survey plans as required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978.



JOHN G. HAAS II  
 PROFESSIONAL SURVEYOR No. 47188  
 JANUARY 25, 2005  
 PROPOSED DATED  
 SHEET 5



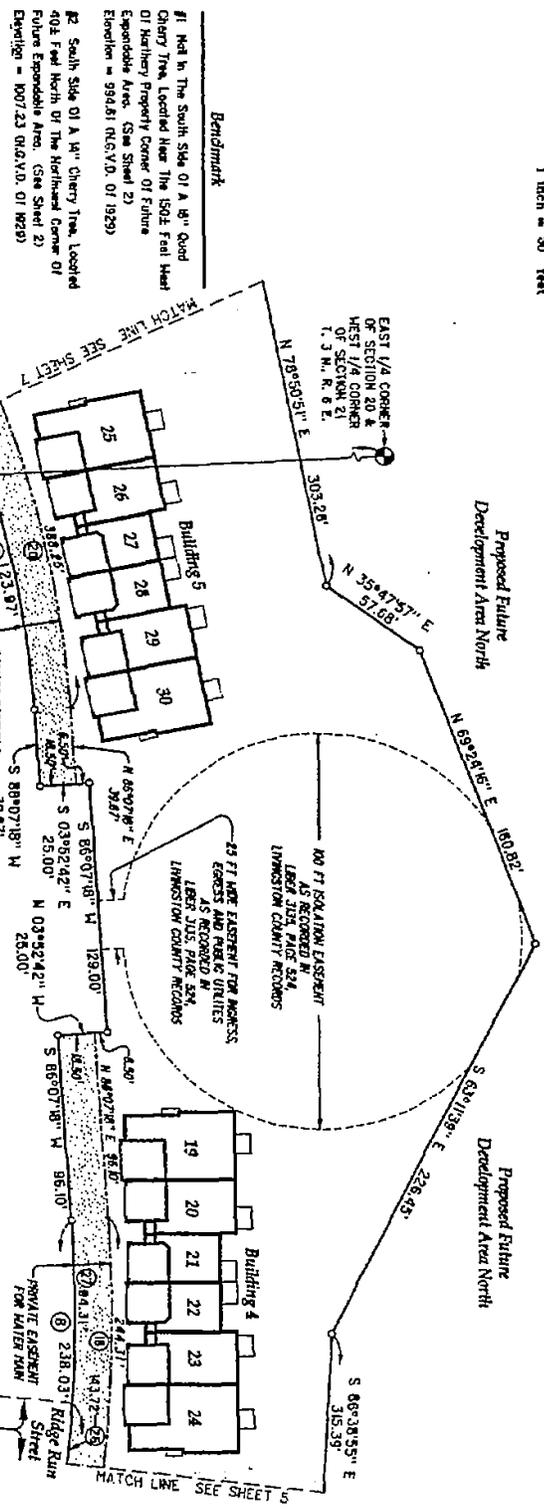
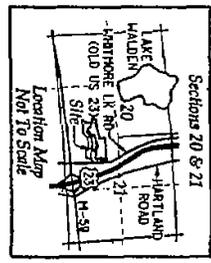
Developer  
 FOX ROSE HOMES, L.L.C.  
 4101 YINCELLI COURT  
 HOUSTON, TX 48375

# Fox Ridge II of Hartland

Part Of The Southeast 1/4 Of Section 20 And The Southwest 1/4 Of Section 21  
 Town 3 North, Range 6 East  
 Hartland Township, Livingston County, Michigan

## Survey Detail Plan - Section "D"

Surveyor/Engineer  
 DESHIE MC  
 2883 PLESS DRIVE  
 BRIGHTON, MI 48114



No.	Length	Bearing	Delta	Client	Distance
1	238.07'	70.10°	89°27.16'	M 8440903.03"	238.89'
2	123.97'	53.100°	124°23.95'	S 79°28.90'	123.89'
3	244.31'	71°16.00'	89°27.16'	S 8440903.03"	243.14'
4	398.25'	54.850°	40°28.58'	N 85°52.748"	390.23'
5	183.72'	70.100°	14°44.99'	N 80°17.748"	183.47'
6	84.31'	70.100°	07°42.29'	S 89°58.33"	84.24'

**Legend**

- The Symbol "O" indicates a V/2 in from Rod Exposed in a 4 in. x 3/8 in. General Measurement.
- Boundary Line
- Estimated (As Labeled)
- Private Easement
- Private Easement
- Hold Line
- Curve Identifier

**Proposed Future Development Area North**  
 (Proposed Future Development Area North)  
 LINE, PAGE AND LIVINGSTON COUNTY CONDOMINIUM PROJECT PLAN NUMBER ARE NOT AVAILABLE AT THIS TIME

**Proposed Future Development Area South**  
 (A Part Of "Fox Ridge I Of Hartland")  
 LINE, PAGE AND LIVINGSTON COUNTY CONDOMINIUM PROJECT PLAN NUMBER ARE NOT AVAILABLE AT THIS TIME

**Notes**

All Dimensions Are in Feet Or Decimals Thereof.

All Developer Dimensions Are Shown Along The Arc.

Titled Insurance Rate Has Issued By The Federal Emergency Management Agency, Community Panel No. 280746-0000-1-A.

Effective Date: May 17, 1989. Show Subject Condominium Within Other Areas Zone "X". Other Determined To Be Outside 500 Year Flood Plain.

Beings Are Based On Previous Survey By The Spier Group, Date: August 11, 2004, Job No. 02352.00.

All Easements Of Record Listed In Commitment For This Insurance, Issued By Transition Title Insurance Company, Commitment No. 5-612094, Effective Date: January 22, 2003 At 8:00 am Are Shown Hereon.

See Article VI of Master Deed For Description Of Easements.

Subject To The Terms As Set Out In A Certain Declaration Of Condominium, Conditions And Restrictions As Listed Above, The Master Deed Of "Fox Ridge I Of Hartland" Livingston County Recording Information Has Not Been Issued At The Time Of This Signing Of This Document.

All Roads (Open Dike And Crossway) Tied Are Private Right-Of-Way.

Highway And Egress To Building 1 Through 7 Is Governed In Declaration Of Condominium, Conditions And Restrictions As Listed Above, The Master Deed Of "Fox Ridge I Of Hartland" Livingston County Recording Information Has Not Been Issued At The Time Of This Signing Of This Document And Article VI Of The "Fox Ridge I Of Hartland" Master Deed.

The Condominium Is Subject To Construction As Provided In Article XI Of Master Deed. The Common Elements And Units In The Condominium Are All Subject To Conversion As Provided In Article XX Of Master Deed.

Surveyor's Certificate # 332

I, JOHN C. HAAS JR., a Professional Surveyor of the State of Michigan, hereby certify that the subdivision herein shown as FOX RIDGE II OF HARTLAND, Livingston County Condominium Subdivision Plan No. [blank], as shown on the accompanying drawings, represents a survey on the ground made under my direction.

That there are no existing depreciable encroachments upon the lands and property herein depicted.

That the marked monuments and iron markers have been or will be located in the ground as required by rules promulgated under Section 52 of Act No. 59 of the Public Acts of 1978 (as amended) within one year from the date of this Exhibit "D" certification.

That the accuracy of this survey is within the limits required by the rules promulgated under Section 52 of Act No. 59 of the Public Acts of 1978 (as amended).

That the bearings, as shown, are noted on the survey plan as required by the rules promulgated under Section 52 of Act No. 59 of the Public Acts of 1978.

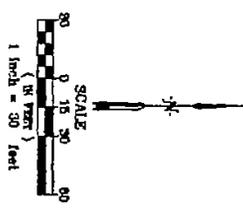
JOHN C. HAAS JR.  
 CIVIL ENGINEER  
 LAND SURVEYOR  
 2183 PLESS DRIVE  
 BRIGHTON, MICHIGAN 48114

(810) 227-8833

PROPOSED DATED: JANUARY 25, 2005

SHEET 6





**Notes**

All Dimensions are in Feet Or Decimals Thereof.  
 All Curved Dimensions are Shown Along The Arc.  
 Flood Insurance Rate Map Issued By The Federal Emergency Management Agency, Community Panel No. 280784-0005-A, Effective Date: May 17, 1989, Shaded Subject Condominium With In "Other Areas Zone X" (Area Determined To Be Outside 500 Year Flood Flood).  
 Bearings are Based On Previous Survey By The Spahr Group.  
 Dated: August 11, 2004, Job No. 02352.00.  
 All Easements Or Easement Listed in Commitment For Title Insurance Issued By Transaction Title Insurance Company, Commitment No. B-312094, Effective Date: January 22, 2003 At 8:00 am are Shown Hereon.  
 See Article VII of Master Deed For Description Of Easements.

Subject To The Terms as Laid Out in a Certain Declaration Of Condominium Conditions And Restrictions Of The "Fox Ridge Of Hartland Community Association", Livingston County Recording Information Has Not Been Issued At The Time Of The Signing Of This Document.  
 All Roads (Chase Drive And Creechwood Trail) Are Private Right-of-Ways.

Burgess And Eggen To Building 1 Through 7 is Granted by: Declaration Of Condominium Conditions And Restrictions as Laid Above. The Master Deed Of "Fox Ridge I Of Hartland", Livingston County Recording Information Has Not Been Issued At The Time Of The Signing Of This Document And Article VI Of The "Fox Ridge II Of Hartland" Master Deed.  
 The Condominium is Subject To Construction as Provided in Article XI Of Master Deed. The Common Elements And Units in the Condominium are All Subject To Construction as Provided in Article XI Of Master Deed.

No.	Curve			Chord		
	Length	Radius	Delta	Bearing	Distance	Distance
1	281.27	531.00'	27°08'23"	S 89°11'32" W	248.08'	181.28'
2	46.95'	284.00'	37°05'32"	S 82°10'08" W	41.25'	17.25'
3	46.95'	271.00'	89°37'55"	N 57°27'17" W	41.25'	17.25'
4	57.28'	353.50'	87°08'28"	N 69°43'31" W	57.28'	17.25'
5	64.91'	308.50'	107°56'22"	S 02°57'28" E	64.42'	17.25'
6	89.28'	217.00'	23°31'09"	N 73°06'57" E	89.88'	17.25'
7	72.83'	265.50'	154°43'03"	N 53°29'52" E	72.60'	17.25'
8	38.23'	559.50'	40°28'58"	N 69°52'48" E	380.23'	17.25'

Developer  
 FOX RIDGE HOMES, L.L.C.  
 4051 VINCENNI COURT  
 MONTELEONE, TX 75005

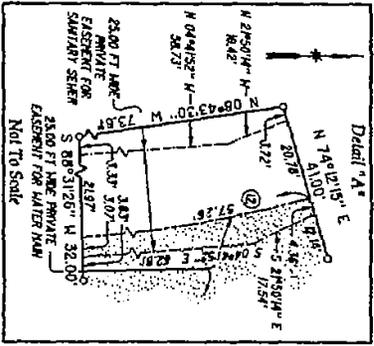
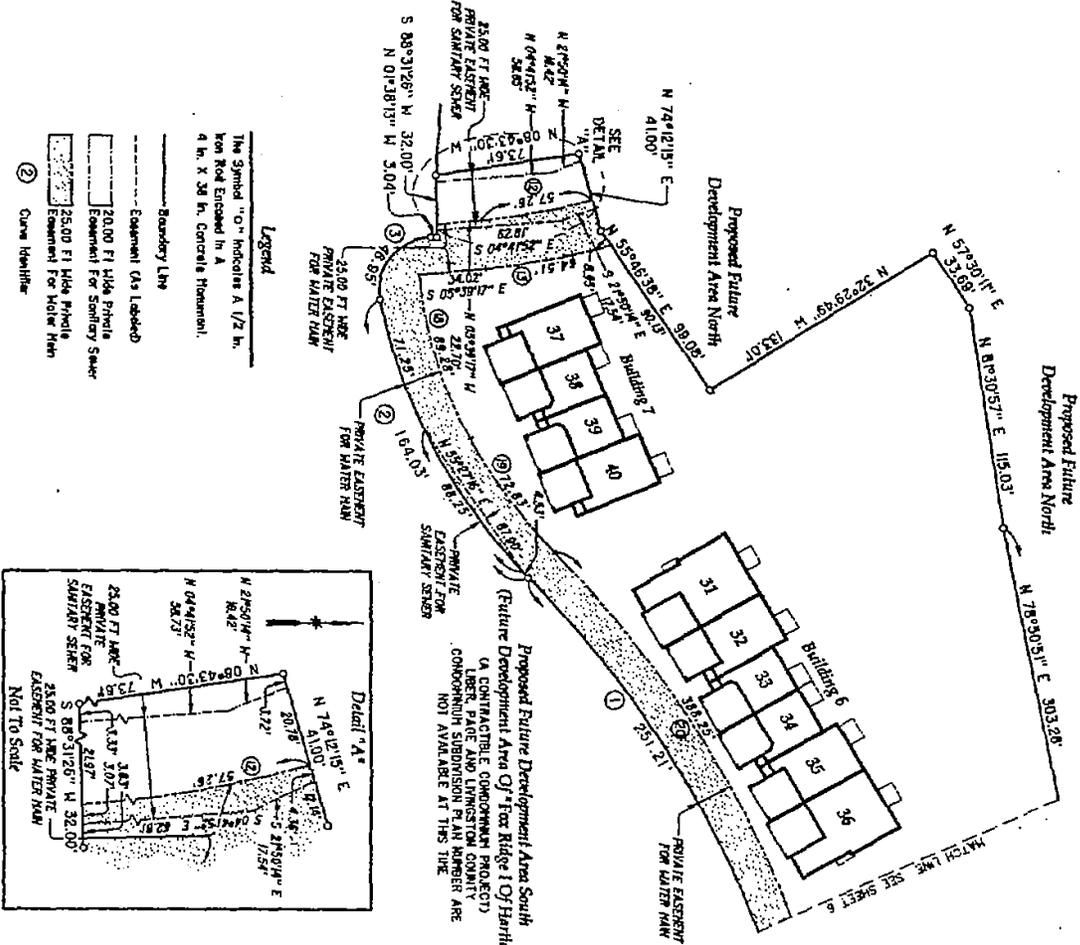
# Fox Ridge II of Hartland

Part of The Southeast 1/4 of Section 20 And The Southwest 1/4 of Section 21  
 Town 3 North, Range 6 East  
 Hartland Township, Livingston County, Michigan

## Survey Detail Plan - Section "E"

Exhibit "B" To The Master Deed Of

Surveyor/Engineer  
 DESWE INC  
 2103 PLEESS DRIVE  
 BRIGHTON, MI 48104



**Benchmarks**

1. Nail in The South Side of A 18" Quail Cherry Tree, Located Near The 1502 Feet East of Hartley Property Center of Future Expedite Area. (See Sheet 2) Elevation = 994.61 (A.C.V.D. 01 1829)
2. South Side of A 14" Cherry Tree, Located 402 Feet North of The Northeast Corner of Future Expedite Area. (See Sheet 2) Elevation = 1007.23 (A.C.V.D. 01 1829)

**Surveyor's Certificate # 332**

I, JOHN C. HAAS III, a Professional Surveyor of the State of Michigan, hereby certify:  
 That the subdivision shown on "FOX RIDGE II OF HARTLAND", Livingston County Condominium Subdivision Plan No. 2004-0005-A, as shown on the accompanying drawings, represents a survey on the ground made under my direction.  
 That there are no existing encroachments upon the lands and property herein described.  
 That the required requirements and form make's have been or will be located in the ground or created by rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978 (as amended), as shown on the accompanying drawings.  
 That the accuracy of this survey is within the limits required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978 (as amended).  
 That the bearings, as shown, are relied on the survey plans as regulated by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978.



JOHN C. HAAS III  
 PROFESSIONAL SURVEYOR No. 47190  
 JANUARY 25, 2005  
 PROPOSED DATED  
 SHEET 7

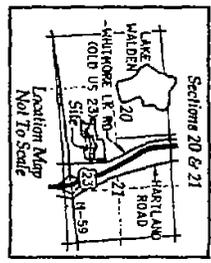




Exhibit "B" To The Master Deed Of

# Fox Ridge II of Harland

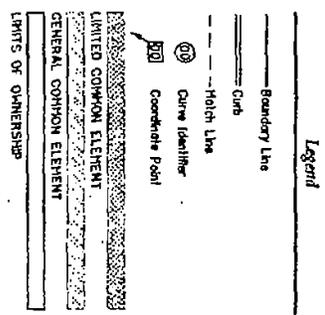
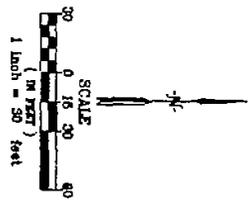
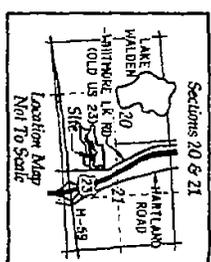
Developer  
FOX RIDGE HOMES, L.L.C.  
41051 WILSON COURT  
NORTON, IA 50576

Part Of The Southeast 1/4 Of Section 20 And The Southeast 1/4 Of Section 21  
Town 3 North, Range 6 East

Harland Township, Linn County, Missouri

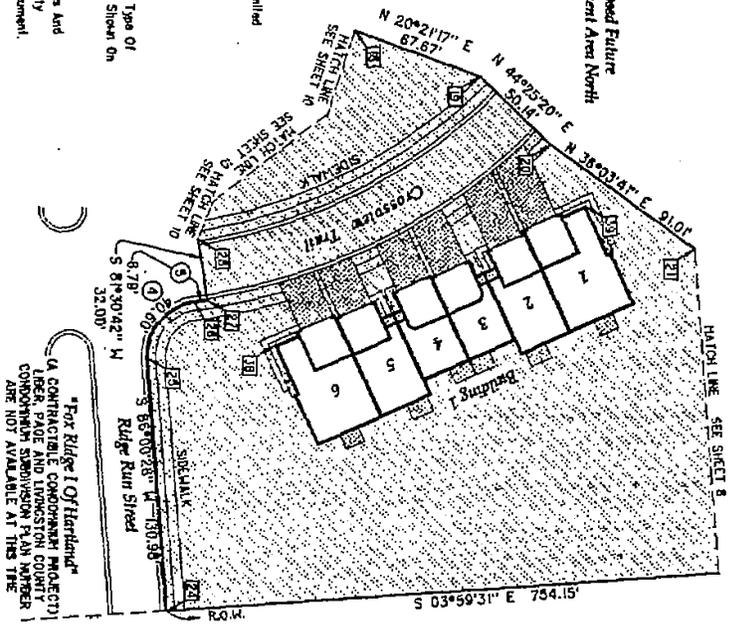
## Site Plan - Section "B"

Surveyor/Engineer  
DENSE INC.  
2412 LILES DRIVE  
BERNSTON, MI 48314



### Notes

- All Dimensions Are In Feet Or Decimals Thereof.
- All Curved Dimensions Are Shown Along The Arc.
- Boundaries Are Based On Previous Survey By The Spiker Group, Dated August 11, 2004, Job No. 102352.00.
- Refer To Building Plan Sheets B-25, Article IV Of Master Deed For General And Limited Common Elements Of Building Interiors.
- Building 2 (Including Units 7 Through 12), Stables And Roads "That Be Built," Building 1 And Buildings 3 Through 7 (Including Units 1 Through 6 And Units 13 Through 40) "Need Not Be Built."
- The Location Of Units Within Each Building Is Subject To Modification Based On The Type Of Unit That Is Selected By Purchasing Co-Owner. The Final Location Of Units Will Be Shown On The "Consolidated Condominium Subdivision Plan."
- Subject To The Terms As Laid Out In A Garden Declaration Of Condominium, Conditions And Restrictions Of The "Fox Ridge Of Harland Community Association," Linn County, Missouri County Recording Information Has Not Been Issued At The Time Of The Signing Of This Document And Article VI Of This "Fox Ridge II Of Harland" Master Deed.
- All Roads (Chase Drive And Creekside Trail) Are Private Right-Of-Ways.
- Access And Egress To Building 1 Through 7 Is Granted In Declaration Of Condominium, Conditions And Restrictions As Listed Above. The Master Deed Of "Fox Ridge I Of Harland" Linn County Recording Information Has Not Been Issued At The Time Of The Signing Of This Document And Article VI Of This "Fox Ridge II Of Harland" Master Deed.
- The Condominium Is Subject To Covenants As Provided In Article XI Of Master Deed. The Common Elements And Units In The Condominium Are All Subject To Covenants As Provided In Article XI Of Master Deed.



Whitmore Lake Road  
(Old U.S. 23)

"Fox Ridge I Of Harland"  
A CONTRACTIBLE CONDOMINIUM PROJECT  
LIBER, PAGE AND LINDSEY COUNTY  
CONDOMINIUM SUBDIVISION PLAN NUMBER  
ARE NOT AVAILABLE AT THIS TIME

### Benchmark

- #1 Nail In The South Side Of A 14" Dred Cherry Tree, Located Near The 1926 Fall Hill Of Northern Property Corner Of Future Expended Area. (See Sheet 2) Elevation = 894.61 (M.C.V.D. Of 1929)
- #2 South Side Of A 14" Cherry Tree, Located 402 Feet North Of The Northwest Corner Of Future Expended Area. (See Sheet 2) Elevation = 807.23 (M.C.V.D. Of 1929)

First Floor Elevation	No. Elevation
985.87	1
985.87	2
988.83	3
987.89	4
987.89	5
987.99	6

No.	Northing	Easting	Coordinate Point Triplet
18	1446.23	1049.19	59
19	1529.87	1048.43	60
20	1555.48	1047.82	61
21	1839.05	1029.17	62
22	1270.85	1118.83	63
23	1361.42	1098.27	64
24	1385.00	1095.93	65
25	1391.71	1095.58	66
26	1396.99	1092.68	67
27	1425.57	1091.33	68
28	1520.03	1090.56	69



L. J. HARRIS  
1840 2874333  
CIVIL ENGINEER  
LAND SURVEYOR  
2183 PETERS DRIVE

JANUARY 25, 2005  
PROPOSED DATED  
CHFFT 0

# Fox Ridge II of Hartland

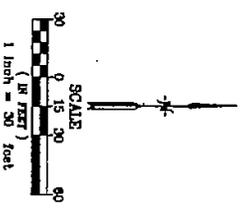
Site Plan - Section "C"

Developer  
FOX RIDGE HOMES, L.L.C.  
41051 WINGENT COURT  
NORTON, MI 48075

Part Of The Southeast 1/4 Of Section 20 And The Southeast 1/4 Of Section 21  
Town 3 North, Range 6 East  
Hartland Township, Livingston County, Michigan

Surveyor/Engineer  
DESINE, INC.  
2383 PLESS DRIVE  
BROOKTON, MI 48104

Exhibit "B" To The Master Deed Of



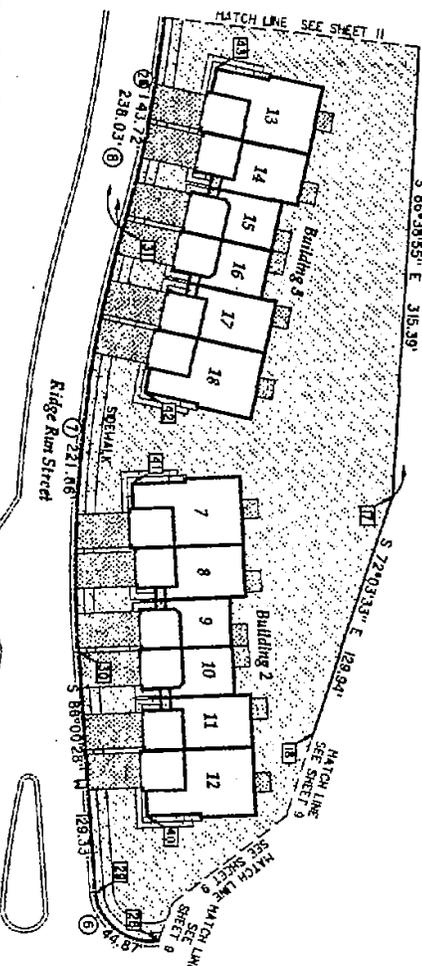
Legend

- Boundary Line
- Curb
- High Line
- Curve Identifier
- Coordinate Point

- LIMITED COMMON ELEMENT
- GENERAL COMMON ELEMENT
- LIMITS OF OWNERSHIP

Notes

All Dimensions Are In Feet Or Decimals Thereof.  
All Curved Dimensions Are Shown Along The Arc.  
Bearings Are Based On Previous Survey By The Survey Group, Dated August 11, 2004, Job No. 102352200.  
Rule To Building Plan Sheets 19-23, Article IV Of Master Deed For General And Limited Common Elements Of Building Master.  
Building 2 (Including Units 7 Through 12), Structures And Roads "MAY BE BUILT."  
Building 1 And Buildings 3 Through 7 (Including Units 1 Through 6 And Units 13 Through 40) "MAY NOT BE BUILT."  
The Location Of Units Within Each Building Is Subject To Modification Based On The Type Of Unit That Is Selected By Purchasing Co-Owner. The Final Location Of Units WILL BE SHOWN ON THE "COMPLETED CONDOMINIUM SUBDIVISION PLAN."  
Subject To The Terms As Set Out In A Certain Declaration Of Covenants, Conditions And Restrictions Of The "Fox Ridge Of Hartland Community Association," Livingston County, Recording Information Has Not Been Issued At The Time Of The Signing Of This Document.  
All Roads (Chipse Drive And Creechey Trail) Are Private Right-Of-Way.  
Impass And Egress To Buildings 1 Through 7 Is Granted In: Declaration Of Covenants, Conditions And Restrictions As Laid Above, The Master Deed Of "Fox Ridge I Of Hartland," Livingston County Recording Information Has Not Been Issued At The Time Of The Signing Of This Document/ And Article VII Of The "Fox Ridge II Of Hartland" Master Deed.  
The Condominium Is Subject To Construction As Provided In Article XI Of Master Deed. The Common Elements And Units In The Condominium Are All Subject To Conversion As Provided In Article XII Of Master Deed.



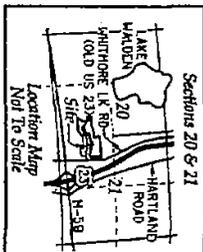
Proposed Future Development Area South  
(A Part Of "Fox Ridge I Of Hartland")  
A CONTRACTIBLE CONDOMINIUM PROJECT  
LIVER, PAGE AND LIVINGSTON COUNTY CONDOMINIUM  
SUBDIVISION PLAN NUMBER ARE NOT AVAILABLE AT THIS TIME

No. Elevation	First Floor Elevation
1	993.87
2	993.87
3	992.71
4	992.71
5	992.71
6	992.71
7	992.71
8	991.55
9	991.55
10	991.55
11	991.55
12	991.55
13	997.45
14	997.45
15	997.45
16	998.24
17	998.24
18	995.13

No.	Length	Curve		Chord		Distance
		Radius	Delta	Bearing		
1	44.87'	27.00'	93°12'31"	S 36°24'14" W	39.88'	
2	221.06'	649.00'	91°54'08"	N 64°12'28" W	220.69'	
3	238.03'	701.00'	114°47'18"	N 64°09'03" W	238.89'	
4	143.72'	701.00'	114°47'18"	N 60°17'48" W	143.47'	

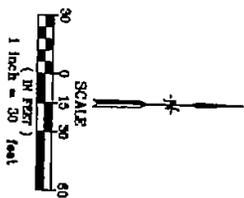
No.	Northing	Eastings
17	11606.28	00685.97
18	11668.23	00819.59
28	11556.99	00826.68
29	11556.74	0901.91
30	11547.11	0778.29
31	11569.37	0558.64
40	11311.33	00842.88
41	11373.40	05699.02
42	11379.81	00843.29
43	11616.64	00474.19

Benchmark  
#1 Nail In The South Side Of A 10" Quad Cherry Tree, Located Near The 1502 Feet West Of Northern Property Corner Of Future Expandable Area. (See Sheet 2)  
Elevation = 984.01 (N.A.G.V.D. OF 1929)  
#2 South Side Of A 10" Cherry Tree, Located 402 Feet North Of The Northern Corner Of Future Expandable Area. (See Sheet 2)  
Elevation = 1007.23 (N.A.G.V.D. OF 1929)



DESIGNER  
DESINE, INC.  
2383 PLESS DRIVE  
BROOKTON, MI 48104  
(410) 227-4633  
CIVIL ENGINEERING  
2483 PLESS DRIVE  
BROOKTON, MICHIGAN 48114  
JANUARY 25, 2005  
PROPOSED DATED  
SHEET 10





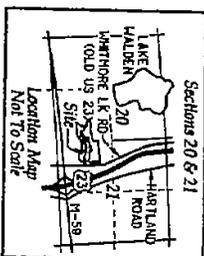
**Developer**  
 FOX ROOSE HOKES, L.L.C.  
 4801 VINCENNE COURT  
 NORTON, MI 48857

# Exhibit "B" To The Master Deed Of Fox Ridge II Of Hartland

Part Of The Southeast 1/4 Of Section 20 And The Southwest 1/4 Of Section 21  
 Town 3 North, Range 6 East  
 Hartland Township, Livingston County, Michigan

## Site Plan - Section "D"

**Surveyor / Engineer**  
 DESHNE, INC.  
 2803 PILES DRIVE  
 BRIGHTON, MI 48114



**Legend**

- Boundary Line
- Curb
- Hold Line
- Curve Identifier
- Concrete Point

**LIMITS OF OWNERSHIP**

**LIMITED COMMON ELEMENT**

**GENERAL COMMON ELEMENT**

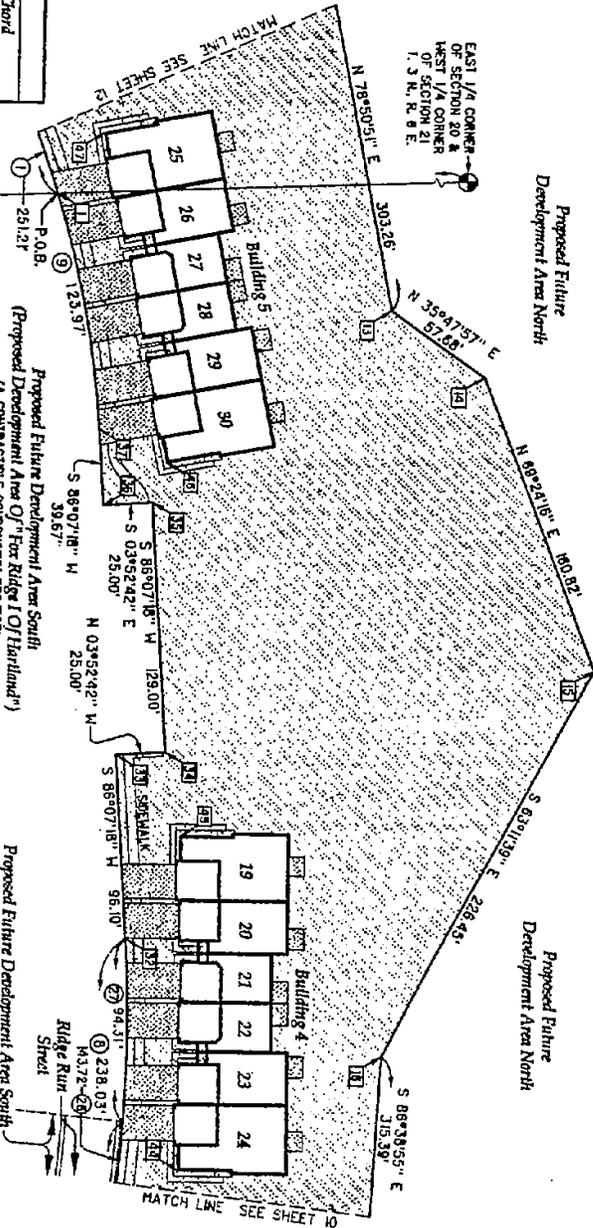
**Curve Table**

No.	Length	Radius	Delta	Bearing	Chord	Distance
1	251.27	531.00	27°06'23"	S 59°11'32" W	246.88	246.88
2	236.03	701.00	19°27'18"	M 84°09'03" W	236.89	236.89
3	123.87	531.00	19°22'35"	S 78°28'01" W	123.89	123.89
4	143.72	701.00	19°44'49"	N 80°17'48" W	143.47	143.47
5	84.31	701.00	07°42'28"	S 89°49'53" W	84.24	84.24

**Benchmark**

#1 Mark In The South Side Of A 40" Cast  
 Cherry Tree, Located Near The 1920 Fall Meet  
 Of Hartley Property Corner Of Future  
 Expensible Area. (See Sheet 27)  
 Elevation = 994.61 (M.G.V.D. OF 1828)

#2 South Side Of A 40" Cherry Tree, Located  
 405 Feet North Of The Northeast Corner Of  
 Future Expensible Area. (See Sheet 27)  
 Elevation = 907.23 (M.G.V.D. OF 1828)



**Coordinate Point Table**

No.	Northing	Easting
1	11582.52	9937.43
2	11523.48	9964.72
3	11570.25	9928.48
4	11528.82	9979.01
5	11524.89	9951.12
6	11524.89	9951.12
7	11524.89	9951.12
8	11524.89	9951.12
9	11524.89	9951.12
10	11524.89	9951.12
11	11524.89	9951.12
12	11524.89	9951.12
13	11524.89	9951.12
14	11524.89	9951.12
15	11524.89	9951.12
16	11524.89	9951.12
17	11524.89	9951.12
18	11524.89	9951.12
19	11524.89	9951.12
20	11524.89	9951.12
21	11524.89	9951.12
22	11524.89	9951.12
23	11524.89	9951.12
24	11524.89	9951.12
25	11524.89	9951.12
26	11524.89	9951.12
27	11524.89	9951.12
28	11524.89	9951.12
29	11524.89	9951.12
30	11524.89	9951.12

**Notes**

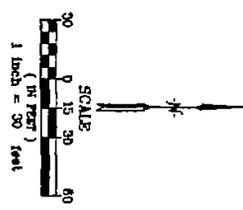
1. All Dimensions Are In Feet Or Decimal Thereof.  
 2. All Curved Dimensions Are Shown Along The Arc.  
 3. Bearings Are Based On Previous Survey By The Spier Group,  
 Dated August 11, 2004, Job No. 02332200.  
 4. Refer To Building Plans Sheets 19-25, Article IV Of Master Deed For  
 General And Limited Common Elements Of Building Mixers.  
 5. Building 2 (Including Units 7 Through 12), Stairwells And Ramps "Third  
 Be Built", Building 1 And Building 3 Through 7 (Including Units 1  
 Through 6 And Units 13 Through 40) "Need Not Be Built".  
 6. The Location Of Units Within Each Building Is Subject To Reconfiguration  
 Based On The Type Of Unit That Is Selected By Purchasing Co-Owner.  
 7. The Final Location Of Units Will Be Shown On The "Consolidated  
 Condominium Site/Development Plan."  
 8. Subject To The Terms As Laid Out In A Certain Declaration Of Condominium,  
 Conflicts And Restrictions Of The "Fox Ridge Of Hartland" Commonly  
 Association, "Liability Clearly Reserving Information Has Not Been Issued  
 At The Time Of The Signing Of This Document."  
 9. All Roads (Cross Drive And Crosswalk) Traveled Are Private Right-Of-Way.  
 10. Signs And Egress To Building 1 Through 7 Is Granted In Declaration  
 Of Condominium, Conflicts And Restrictions As Laid Above, The Master Deed  
 Of "Fox Ridge I Of Hartland", Livingston County Recording Information  
 Has Not Been Issued At The Time Of The Signing Of This Document And  
 Article 9B Of This "Fox Ridge II Of Hartland" Master Deed.  
 11. The Condominium Is Subject To Construction As Provided In  
 Article XI Of Master Deed, The Common Elements And Units In  
 The Condominium Are All Subject To Conversion As Provided In  
 Article XII Of Master Deed.

**DESIGNER**  
 CIVIL ENGINEERS  
 LEAD SURVEYORS  
 (810) 237-0633  
 10000 W. HARTLAND AVENUE  
 HARTLAND, MICHIGAN 48142

**JOHN C. HAAS II**  
 PROFESSIONAL SURVEYOR No. 47190  
 JANUARY 23, 2005  
 PROPOSED DATED

**SHEET 11**





Developer  
 FOX RIDGE HOMES, L.L.C.  
 41051 VINCENT COURT  
 NOV, MI 48035

# Fox Ridge II of Hartland

Part Of The Southeast 1/4 Of Section 20 And The Southwest 1/4 of Section 21  
 Town 3 North, Range 6 East  
 Hartland Township, Livingston County, Michigan

## Site Plan - Section "E"

Exhibit "B" To The Master Deed Of

Surveyor/Engineer  
 DESHNE INC  
 2883 PLESS DRIVE  
 BRIGHTON, MI 48114

**Benchmark**

#1 Nail In The South Side Of A "W" Guard Cherry Tree, Located Near The 501.1 Feet West Of Northern Property Corner Of Future Esplanade Area (See Sheet 2)  
 Elevation = 824.81 (N.O.D. OF 1929)

#2 South Side Of A 14" Cherry Tree, Located 40.2 Feet North Of The Northern Corner Of Future Esplanade Area. (See Sheet 2)  
 Elevation = 1007.23 (N.O.D. OF 1929)

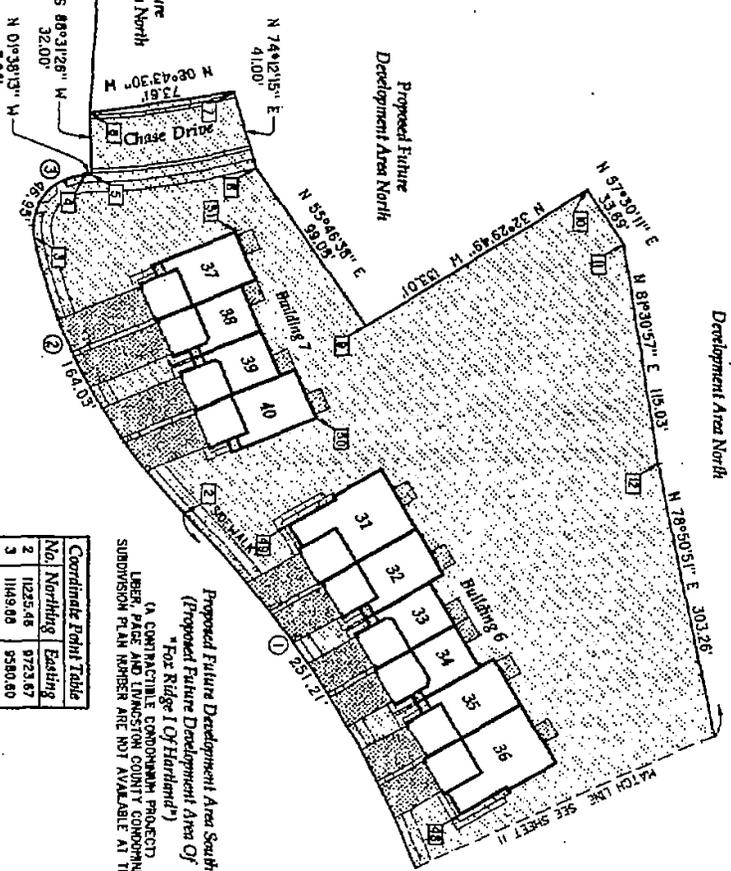
**Legend**

- Boundary Line
- Outlet
- Hatch Line
- Curve Identifier
- Coordinate Point

- LIMITED COMMON ELEMENT
- GENERAL COMMON ELEMENT
- LIMITS OF OWNERSHIP

Proposed Future Development Area South  
 (Proposed Future Development Area Of  
 "Fox Ridge I Of Hartland")

(A CONTRACTIBLE CONDOMINIUM PROJECT  
 UNDER THE CONDOMINIUM ACT OF MICHIGAN  
 SUBDIVISION PLAN NUMBER ARE NOT AVAILABLE AT THIS TIME



Proposed Future Development Area South  
 (Proposed Future Development Area Of  
 "Fox Ridge I Of Hartland")

(A CONTRACTIBLE CONDOMINIUM PROJECT  
 UNDER THE CONDOMINIUM ACT OF MICHIGAN  
 SUBDIVISION PLAN NUMBER ARE NOT AVAILABLE AT THIS TIME

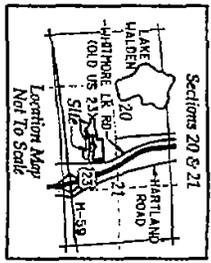
No.	Elevation
31	808.24
32	1009.24
33	908.08
34	908.08
35	908.92
36	908.92
37	912.39
38	912.39
39	911.23
40	911.23

No.	Length	Curve			Chord		
		Radius	Delta	Bearing	Distance	Distance	
1	251.27	531.00	27°08'23"	S 59°11'32" W	248.48	161.78	
2	184.03	284.00	33°05'32"	S 82°41'08" W	161.78	41.25	
3	48.95	27.00	88°37'58"	N 51°27'11" W	41.25		

No.	Northing	Easting
1	1125.46	8723.87
2	1149.08	9380.80
3	1175.88	9348.33
4	1178.72	9248.23
5	1177.61	9386.28
6	1125.66	9505.09
7	1124.82	9344.54
8	1137.24	8828.47
9	1147.73	9355.01
10	1147.83	9383.43
11	1147.83	9387.19
12	1148.80	9697.19
13	1137.82	9604.04
14	1135.14	9576.01
15	1127.97	9729.53
16	1122.45	9974.67
17	1125.40	9377.01

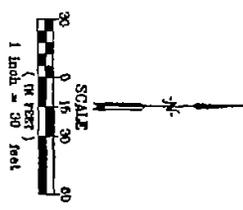
**Notes**

All Dimensions Are In Feet Or Decimals Thereof.  
 All Curvature Dimensions Are Shown Along The Arc.  
 Bearings Are Based On Probers Survey By The Spilow Group.  
 Date: August 11, 2004, Job No. 102352.00.  
 Refer To Building Plan Sheets 19-25, A-14a IV Of Master Deed For General And Limited Common Elements Of Building Interiors.  
 Building 2 Including Units 7 Through 12, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.



JOHN C. HAAS III  
 PROFESSIONAL SURVEYOR NO. 47189  
 JANUARY 25, 2005  
 PROPOSED DATED  
 SHEET 12





**Developer**  
 FOX RIDGE HOMES, L.L.C.  
 4103 VINCENT COURT  
 NOV, MI 48375

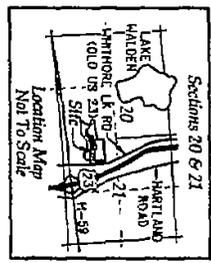
# Fox Ridge II of Hartland

Part Of The Southeast 1/4 Of Section 20 And The Southwest 1/4 of section 21  
 Town 3 North, Range 6 East  
 Hartland Township, Livingston County, Michigan

## Utility Plan - Section "A"

Unplatted

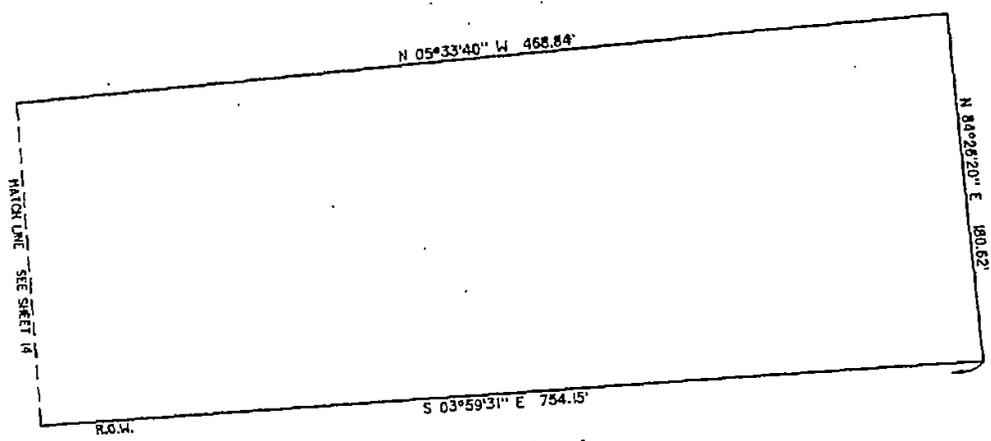
**Surveyor/Engineer**  
 DESHNE INC.  
 2183 PLESS DRIVE  
 BRIGHTON, MI 48114



**Notes**

- All Curvature Dimensions Are Shown Along The Arc.
- Boundaries Are Based On Previous Survey By The State Of Michigan, Detroit, August 11, 2004, Job No. 02352200.
- Building 2 (Including Units 7 Through 12), Storm Sewers, Water Mains, Sanitary Sewers, Stormwater And Roads "Must Be Built" Building 1 And Building 3 Through 7 (Including Units 1 Through 6 And Units 13 Through 40) "Need Not Be Built."
- Storm Sewers, Sanitary Sewers, Water Mains And Road Fee Plans By Beane Inc., On File With Hartland Township.
- Location Of Electric, Telephone, Cable T.V., And Natural Gas Utility Lines On File With Appropriate Utility Companies. The Actual Location Of These Lines Will Be Shown On As-Built Plans.
- The Location Of Units Within Each Building Is Subject To Modification Based On The Type Of Unit That Is Selected By Purchasing Co-Owner. The Final Location Of Units Will Be Shown On The "Completed Condominium Subdivision Plan."
- Subject To The Terms As Laid Out In A Certain Description Of Covenants, Conditions And Restrictions Of The "Fox Ridge Of Hartland Community Association," Livingston County Recording Information Has Not Been Entered At The Time Of The Signing Of This Document.
- All Roads (Grass Drive And Crowder Trail) Are Private Right-Of-Ways.
- Ingress And Egress To Building 1 Through 7 Is Granted In Dedication Of Covenants, Conditions And Restrictions As Laid Above. The Master Deed Of "Fox Ridge I Of Hartland," Livingston County Recording Information Has Not Been Entered At The Time Of The Signing Of This Document And Article VI Of The "Fox Ridge II Of Hartland" Master Deed.
- The Condominium Is Subject To Construction As Provided In Article XI Of Master Deed. The Common Elements And Units In The Condominium Are All Subject To Construction As Provided In Article XI Of Master Deed.

*Proposed Future  
 Development Area North*



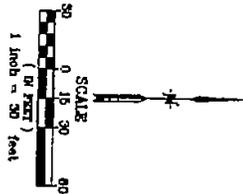
**Benchmark**

- #1 Nail In The South Side Of A 10" Dued Cherry Tree, Located Near The 1804 Foot Height Of Neithery Property Corner Of Future Expansible Area (See Sheet 23)  
 Elevation = 884.81 (N.G.V.D. OF 1929)
- #2 South Side Of A 10" Cherry Tree, Located 402 Feet North Of The Northern Corner Of Future Expansible Area. (See Sheet 23)  
 Elevation = 1007.23 (N.G.V.D. OF 1929)

**Legend**



**JOHN G. HAAS #47196**  
 PROFESSIONAL SURVEYOR No. 47196  
 JANUARY 25, 2005  
 PROPOSED DATED  
 SHEET 13



Developer  
 FOX ROSE HOMES, L.L.C.  
 4901 VINCENT COURT  
 NOVY, MI 48378

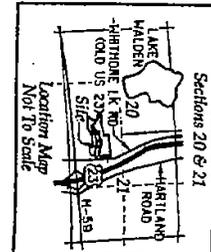
# Fox Ridge II of Hartland

Part Of The Southeast 1/4 Of Section 20 And The Southeast 1/4 Of Section 21  
 Town 3 North, Range 6 East  
 Hartland Township, Livingston County, Michigan

## Utility Plan - Section "B"

Exhibit "B" To The Master Deed Of

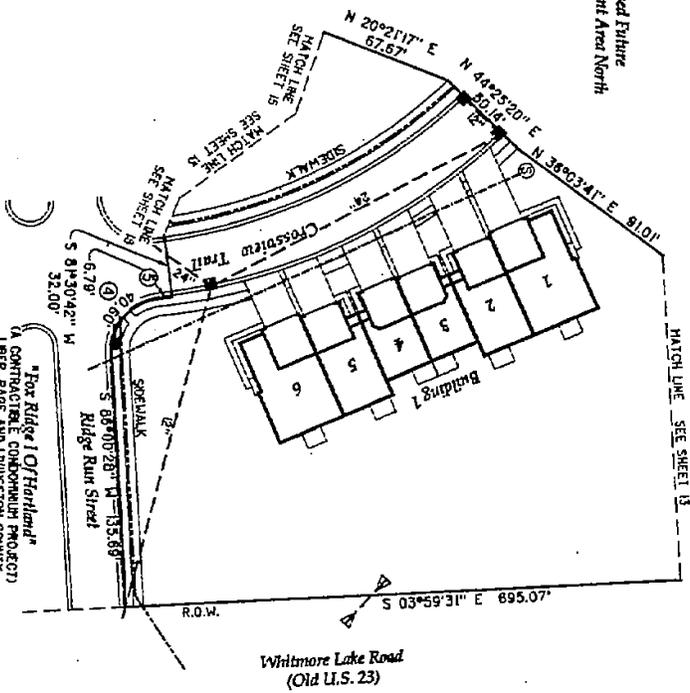
Surveyor / Engineer  
 DCSNE, INC.  
 2183 PLESS DRIVE  
 BRIGHTON, MI 48114



**Benchmark**  
 #1 Not In The South Side Of A 10" Old Cherry Tree, Located Near The 100' Fuel Heat Of Northern Property Corner Of Future Expandable Area (See Sheet 2)  
 Elevation = 884.81 (M.G.V.D. OF 1928)

**Proposed Future Development Area North**  
 #2 South Side Of A 10" Cherry Tree, Located 40' Feet North Of The Benchmark Corner Of Future Expandable Area. (See Sheet 2)  
 Elevation = 807.23 (M.G.V.D. OF 1928)

**Notes**  
 All Dimensions Are In Feet Or Decimals Thereof.  
 All Curvature Dimensions Are Shown Along The Arc.  
 Backlogs Are Based On Previous Survey By The Spher Group, Dated August 11, 2004, Job No. 02352.00.  
 Building 2 (Including Units 7 Through 12), Storm Sewer, Water Main, Sanitary Sewer, Siltcatcher And Road "Rise Be Bull", Building 1 And Building 3 Through 7 (Including Units 1 Through 6 And Units 13 Through 40) Need Not Be Bull.  
 Storm Sewer, Sanitary Sewer, Water Main And Road Per Plans By Decker Inc. On File With Hartland Township.  
 Locations Of Electric, Telephone, Cable T.V. And Natural Gas Utility Lines On File With Appropriate Utility Company. The Actual Location Of These Lines Will Be Shown On As-Built Plans.  
 The Location Of Units Within Each Building Is Subject To Modification Based On The Type Of Unit That Is Selected By Purchasing Co-Owner. The Final Location Of Units Will Be Shown On The "Completed Condominium Subdivision Plan."  
 Subject To The Terms As Laid Out In A Careful Reading Of Covenants, Conditions And Restrictions Of The "Fox Ridge Of Hartland Community Association," Livingston County Recording Information Has Not Been Issued At The Time Of The Signing Of This Document.  
 All Roads (China Drive And Crossview Trail) Are Private Right-Of-Ways.  
 Egress And Easement To Building 1 Through 7 Is Contained In: Declaration Of Covenants, Conditions And Restrictions As Laid Above, The Master Deed Of "Fox Ridge I Of Hartland," Livingston County Recording Information Has Not Been Issued At The Time Of The Signing Of This Document And Article VI Of The "Fox Ridge I Of Hartland" Master Deed.  
 The Condominium Is Subject To Construction As Provided In Article XI Of Master Deed. The Common Elements And Units In The Condominium Are All Subject To Conveyance As Provided In Article XI Of Master Deed.



No.	Length	Radius	Curve Table		Delta	Chord	
			Bearing	Distance		Bearing	Distance
4	40.80'	27.00'	88°09'36"	38.88'	N 50°54'14"	38.88'	
5	6.78'	301.00'	07°17'32"	6.78'	N 08°28'43"	6.78'	

\*Fox Ridge I Of Hartland\*  
 (A CONTRACTOR'S CONDOMINIUM PROJECT)  
 LEGAL, PAGE AND LIVINGSTON COUNTY  
 CONDOMINIUM SUBDIVISION PLAN NUMBER  
 ARE NOT AVAILABLE AT THIS TIME

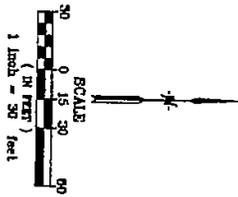
Whitmore Lake Road  
 (Old U.S. 23)

- Legend**
- ⑤ Sanitary Sewer Mainline
  - Sanitary Sewer 6" Dia. (Type C) (Unless Otherwise Labeled)
  - Flared End Section
  - Corch Bush
  - 12" Storm Drain Pipe W/Diameter
  - Hydrant
  - Water Main 8" Dia. (Type D) (Unless Otherwise Labeled)
  - Comb
  - Boundary Line
  - Match Line
  - Curve Identifier

JOHN G. HALLS JR.  
 PROFESSIONAL SURVEYOR No. 47188  
 JANUARY 25, 2005  
 PROPOSED DATED  
 SHEET 14



(810) 227-4833  
 CIVIL ENGINEERS  
 2183 PLESS DRIVE  
 BRIGHTON, MICHIGAN 48114



**Notes**

All Dimensions Are In Feet Or Decimal Thereof.  
 All Curvature Dimensions Are Shown Along The Arc.  
 Recordings Are Based On Previous Survey By The Spier Group, Dated August 11, 2004, Job No. 02352200.

Building 2 (Including Units 7 Through 12), Storm Sewer, Water Mains, Sanitary Sewer, Steamwater and Roof "Hull Be Built."  
 Building 1 and Buildings 3 Through 7 (Including Units 1 Through 6 And Units 13 Through 18) "Hull Not Be Built."  
 Storm Sewer, Sanitary Sewer, Water Mains And Roof Pavement Plans By Deane Inc., On File With Harland Township.

Location Of Electric, Telephone, Cable T.V. And Natural Gas Utility Lines On File With Appropriate Utility Company. The Actual Location Of These Lines Will Be Shown On As-Built Plans.  
 The Location Of Units Within Each Building Is Subject To Modification Based On The Type Of Unit That Is Selected By Purchasing Co-Owner. The Final Location Of Units Will Be Shown On The "Completed Condominium Subdivision Plan."

Subject To The Terms As Laid Out In A Certain Declaration Of Condominium, Conditions And Restrictions Of The "Fox Ridge Of Harland Community Association," Livingston County Recording Information Has Not Been Issued At The Time Of The Signing Of This Document.  
 All Roads (Chase Drive And Crosscut Trail) Are Private Right-Of-Way.

Ingress And Egress To Building 1 Through 7 Is Granted In Declaration Of Condominium, Conditions And Restrictions As Laid Above. The Hoarder Deed Of "Fox Ridge I Of Harland," Livingston County Recording Information Has Not Been Issued At The Time Of The Signing Of This Document And Article VII Of This "Fox Ridge II Of Harland" Hoarder Deed.  
 The Condominium Is Subject To Construction As Provided In Article XI Of Hoarder Deed. The Common Elements And Units In The Condominium Are All Subject To Conveyance As Provided In Article XI Of Hoarder Deed.

Curve Table			
No.	Length	Radius	Delta
6	44.87'	27.00'	85°12'31"
7	221.66'	449.00'	19°34'05"
8	238.03'	701.00'	18°27'19"
25	143.72'	701.00'	19°44'49"

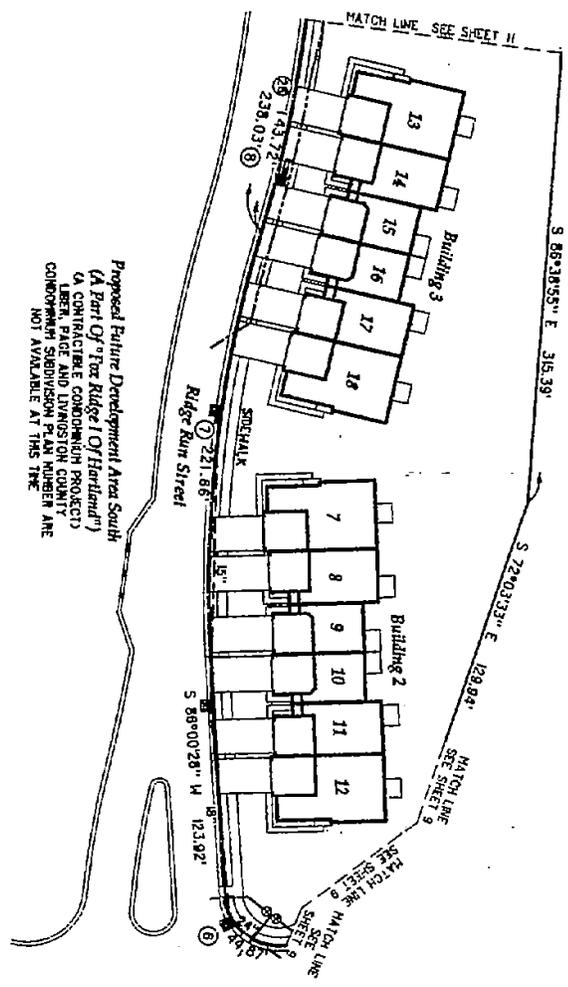
Developer  
 FOX RIDGE HOMES, L.L.C.  
 41051 VINCENT COURT  
 NOVIL, MI 48375

# Fox Ridge II Of Harland

Part Of The Southeast 1/4 Of Section 20 And The Southeast 1/4 Of Section 21  
 Town 3 North, Range 6 East  
 Harland Township, Livingston County, Michigan

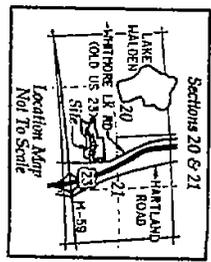
## Site Plan - Section "C"

Exhibit "B" To The Master Deed Of



Proposed Future Development Area South  
 (A Part Of "Fox Ridge I Of Harland")  
 (A CONTRACTIBLE CONDOMINIUM PROJECT)  
 UNDER THE DEVELOPMENT OF LIVINGSTON COUNTY  
 CONDOMINIUM AND COMMON PLAN NUMBER ARE  
 NOT AVAILABLE AT THIS TIME

Surveyor/Engineer  
 DESK INC  
 2003 PLESS DRIVE  
 BRIGHTON, MI 48104



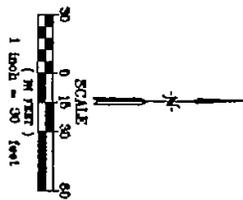
- Legend**
- █ Catch Basin
  - Yard Book
  - ⊙ Storm Drain Pipe w/Manhole
  - Galle Valve
  - ⊖ Hydrant
  - ⊕ Higher Main 8" Dia. (TYP) (Under Otherwise Labeled)
  - Boundary Line
  - Match Line
  - Ⓢ Curve Identifier

**Benchmark**

- #1. Nail In The South Side Of A 18" Quad Cherry Tree, Located Near The 100 E. Feet Half Of Northern Property Corner Of Future Expensible Area (See Sheet 2).
- Elevation = 984.81 (M.G.V.O. OF 0729)
- #2. South Side Of A 14" Cherry Tree, Located 40.1 Feet North Of The Northwest Corner Of Future Expensible Area. (See Sheet 2)
- Elevation = 1007.23 (M.G.V.O. OF 0729)



JOHN C. HAAS III  
 PROFESSIONAL SURVEYOR No. 47195  
 JANUARY 25, 2005  
 PROPOSED DATED



Developer  
 FOX ROGE HOMES, L.L.C.  
 41021 VINCENT COURT  
 ROWL, MI 48375

# Fox Ridge II of Hartland

Part of The Southeast 1/4 of Section 20 and The Southeast 1/4 of Section 21  
 Town 3 North, Range 6 East  
 Hartland Township, Livingston County, Michigan

Surveyor/Engineer  
 DEANE RIC  
 2183 PLESS DRIVE  
 BRIGHTON, MI 48114

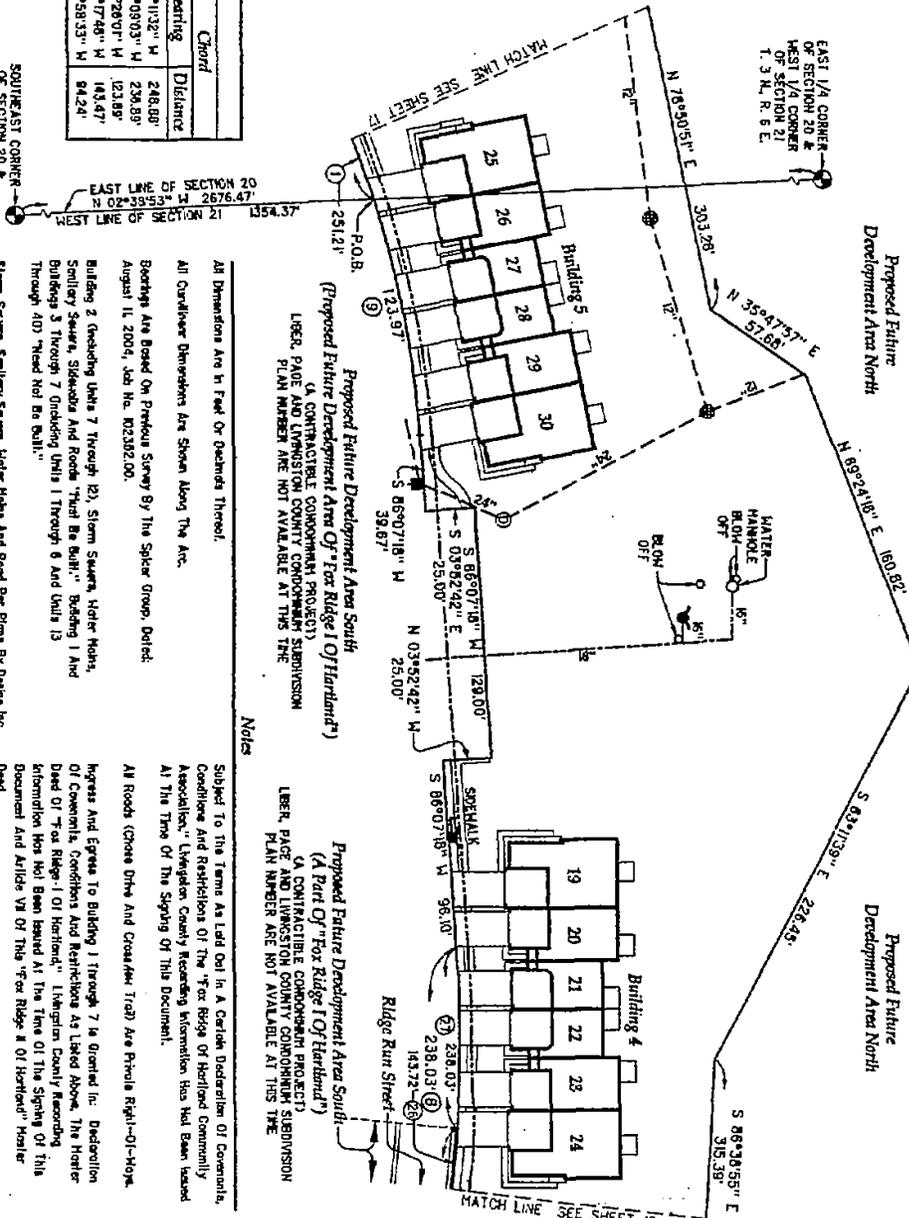
Exhibit "B" To The Master Deed Of

## Utility Plan - Section "D"

No.	Length	Radius	Delta	Bearing	Chord	Distance
1	281.21'	531.00'	27°08'23"	S 59°11'32" W	248.88'	
2	238.03'	701.00'	19°27'18"	N 84°09'03" W	238.89'	
3	123.97'	531.00'	13°22'35"	S 78°28'07" W	123.89'	
4	143.72'	701.00'	10°44'49"	N 80°17'48" W	143.47'	
5	84.31'	701.00'	07°42'28"	S 89°58'33" W	84.24'	

**Benchmark**  
 #1 Nail in the South Side of a 18" Quad Cherry Tree, Located Near The 1802 Feet West of the Property Corner of Future Expensible Area. (See Sheet 2) Elevation = 994.61 (O.C.V.D. of 1929)

#2 South Side of a 14" Cherry Tree, Located 402 Feet North of The Northeast Corner of Future Expensible Area. (See Sheet 2) Elevation = 1007.23 (O.C.V.D. of 1929)



**Proposed Future Development Area North**  
 Development Area North

**Proposed Future Development Area South**  
 Development Area South

**Proposed Future Development Area South (A Part of "Fox Ridge I of Hartland")**  
 (A CONTRACTIBLE CONDOMINIUM PROJECT)  
 LIBER, PAGE AND LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION  
 PLAN NUMBER ARE NOT AVAILABLE AT THIS TIME

SOUTHEAST CORNER OF SECTION 20 & SOUTHWEST CORNER OF SECTION 21  
 HARTLAND TOWNSHIP LIVINGSTON COUNTY MICHIGAN

All Dimensions are in Feet or Decimals Thereof.  
 All Curvature Corrections are Shown Along The Arc.  
 Bearings are Based On Previous Survey By The Spier Group, Dated August 11, 2004, Job No. 02302.00.

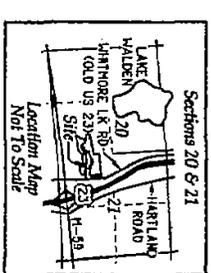
**Notes**  
 Subject to the Terms as Laid Out in a Certain Underlying Of Convents, Conditions and Restrictions of The "Fox Ridge of Hartland" Commonly Association, Livingston County Recording Information Has Not Been Issued At The Time of The Signing of This Document.

All Roads (Phone Ditch and Cretaceous Trail) are Private Right-Of-Way.

Notes  
 Subject to the Terms as Laid Out in a Certain Underlying Of Convents, Conditions and Restrictions of The "Fox Ridge of Hartland" Commonly Association, Livingston County Recording Information Has Not Been Issued At The Time of The Signing of This Document.

**Legend**

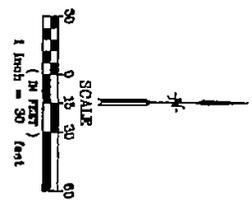
- Yard Basin
- Catch Basin
- Storm Drain
- Storm Drain Pipe W/Bermometer
- Fire Hydrant
- Water Main 8" Dia. (Typ) (Unless Otherwise Labeled)
- Boundary Line
- Curb
- Match Line
- Curve Identifier



DEANE RIC  
 2183 PLESS DRIVE  
 BRIGHTON, MI 48114

DATE OF RECORDING  
 JANUARY 25, 2005

PROPOSED DATED  
 SHEET 16



**Developer**  
 FOX RING HOME'S, L.L.C.  
 41051 VANDERBILT COURT  
 MON, IN 46375

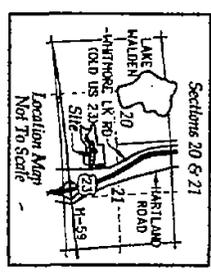
# Fox Ridge II of Hartland

Part Of The Southeast 1/4 Of Section 20 And The Southeast 1/4 of Section 21  
 Town 3 North, Range 6 East  
 Hartland Township, Livingston County, Michigan  
**Utility Plan - Section "E"**

Exhibit "B" To The Master Deed Of

Proposed Future  
 Development Area North

**Surveyor/Engineer**  
 DESINE, INC.  
 2183 PLESS DRIVE  
 BRIGHTON, MI 48114



**Notes**

All Dimensions Are In Feet Or Decimals Thereof.

All Curvature Dimensions Are Shown Along The Arc.

Beaumont Ave Bored On Previous Survey By The Spicer Group, Dated August 11, 2004, Job No. 02352600.

Building 2 (Including Units 7 Through 12), Storm Sewer, Water Mains, Sanitary Sewer, Sidewalks And Roads "Hart Be Golf," Building 1 And Building 3 Through 7 (Including Units 1 Through 6 And Units 13 Through 40) "Hed Not Be Golf."

Storm Sewers, Sanitary Sewers, Water Mains And Road Per Plans By Desine Inc., On File With Hartland Township.

Locations Of Electric, Telephone, Cable T.V. And Natural Gas Utility Lines On File With Appropriate Utility Company. The Actual Location Of These Lines Will Be Shown On As-Built Plans.

The Location Of Units Within Each Building Is Subject To Modification Based On The Type Of Unit That Is Selected By Purchasing Co-Owner. The Final Location Of Units Will Be Shown On The "Controlled Condominium Subdivision Plan."

Subject To The Terms As Laid Out In A Certain Declaration Of Condominium, Conditions And Restrictions Of The "Fox Ridge Of Hartland Community Association," Litigation County Recording Information Has Not Been heard At The Time Of The Signing Of This Document.

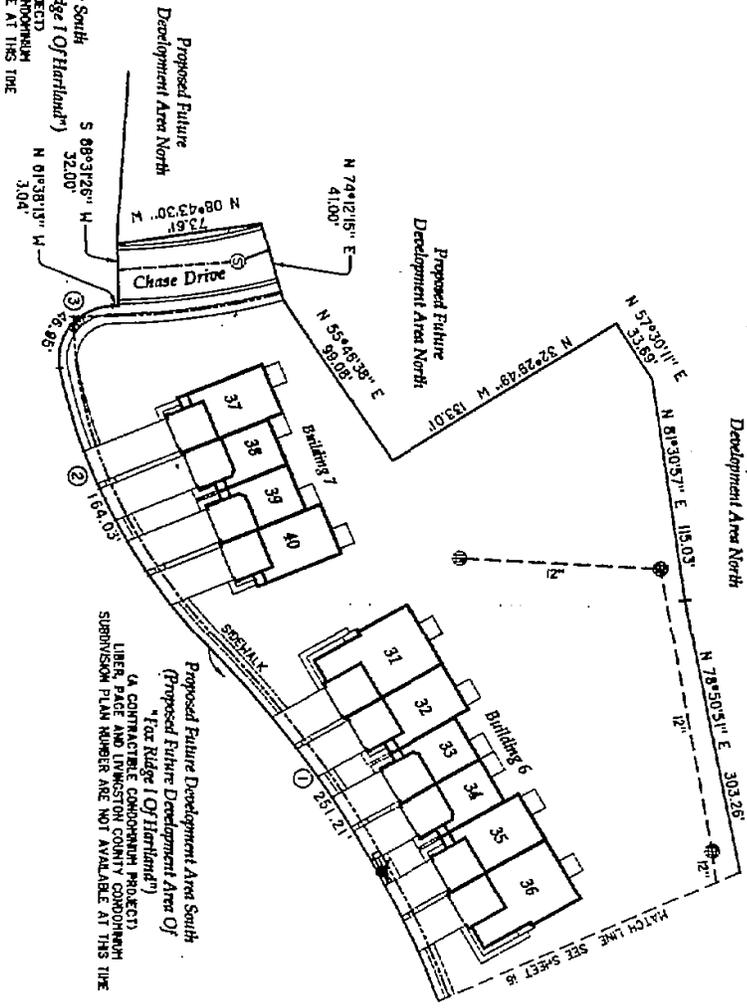
All Roads (Except Drive And Coaxial) Road) Are Private Right-Of-Way, Lignes And Egress To Building 1 Through 7 Is Granted In: Declaration Of Condominium, Conditions And Restrictions As Laid Above, The Master Deed Of "Fox Ridge I Of Hartland." Litigation County Recording Information Has Not Been heard At The Time Of The Signing Of The Document And Article VII OF THE "Fox Ridge I Of Hartland" Master Deed.

The Condominium Is Subject To Dedication As Provided In Article XI OF Master Deed. The Common Elements And Units In The Condominium Are All Subject To Conversion As Provided In Article XI OF Master Deed.

**Benchmark**

- #1 Nail In The South Side Of A 6" Quad Cherry Tree, Located Near The 150' Feet West Of Northern Property Corner Of Future Expensible Area (See Sheet 2)
- Elevation = 994.81 (N.G.M.D. 01 1929)
- #2 South Side Of A 1 1/2" Cherry Tree, Located 40' Feet North Of The Northern Corner Of Future Expensible Area (See Sheet 2)
- Elevation = 807.23 (N.G.M.D. 01 1929)

**Proposed Future Development Area South (Proposed Future Development Area Of "Fox Ridge I Of Hartland")**  
 (A CONTRACTIBLE CONDOMINIUM PROJECT)  
 LIBER, PAGE AND LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN NUMBER ARE NOT AVAILABLE AT THIS TIME



**Legend**

- Sanitary Sewer handles
- Sanitary Sewer 8" Dia. (Typ) (Unless Otherwise Labeled)
- Yard Basin
- Storm Drain Pipe 12" Diameter
- Tree Symbol
- Gate Valve
- Water Main 8" Dia. (Typ) (Unless Otherwise Labeled)
- Boundary Line
- Match Line
- Curve Identifier

Curve Table		Circle		Chord	
No.	Length	Radius	Delta	Bearing	Distance
1	251.21'	531.00'	27°08'23"	S 59°11'32" W	248.80'
2	184.03'	284.00'	33°05'32"	S 62°11'09" W	181.78'
3	48.93'	27.00'	89°37'35"	N 51°27'11" W	41.25'

**DESINE, INC.**  
 (616) 227-2533  
 CIVIL ENGINEERS  
 LAND SURVEYORS  
 2183 PLESS DRIVE  
 BRIGHTON, MICHIGAN 48114

JOHN G. HAAS III  
 PROFESSIONAL SURVEYOR No. 47198  
 JANUARY 25, 2005  
 SHEET 17

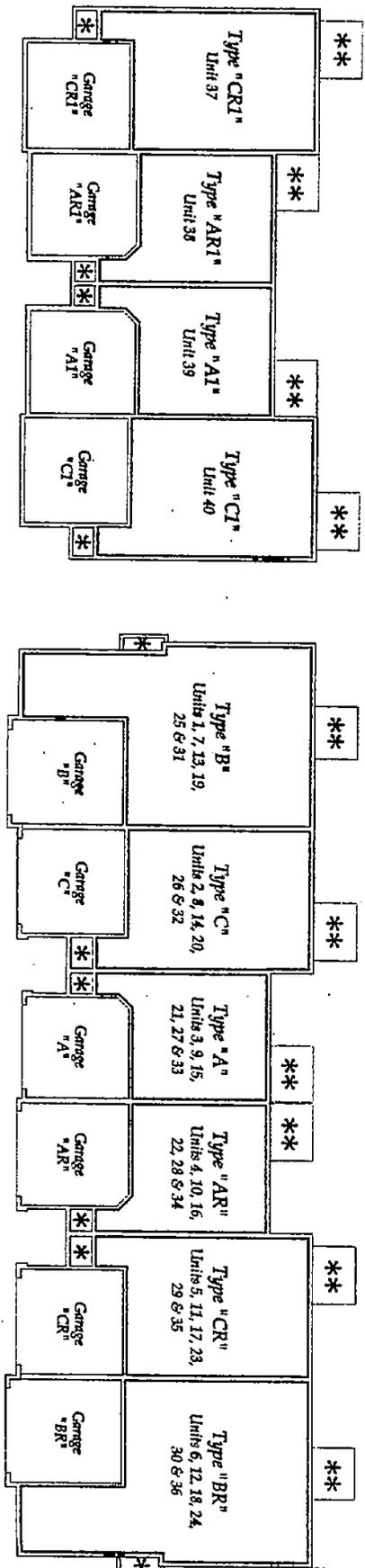
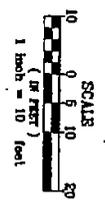
Developer  
 FOX RIDGE HOMES, L.L.C.  
 41031 WINDYHILL COURT  
 NORTON, MI 48875

# Fox Ridge II Of Hartland

Part Of The Southeast 1/4 Of Section 20 And The Southeast 1/4 Of Section 21  
 Town 3 North, Range 6 East  
 Hartland Township, Livingston County, Michigan

Surveyor/Engineer  
 DENNE INC.  
 2183 PLESS DRIVE  
 BRIGHTON, MI 48114

## Unit Identification Plan



Legend

- \* = PORCH
- \*\* = PATIO CONCRETE SLAB

Note

The Condominium is Subject To Construction As Provided In Article XI Of Master Deed. The Common Elements And Units In The Condominium Are All Subject To Conversion As Provided In Article XII Of Master Deed.

The Location Of Units Within Each Building Is Subject To Modification Based On The Type Of Unit That Is Selected By Purchasing Co-Owner. The Final Location Of Units Will Be Shown On The "Consolidated Condominium Siteplan Plan."

Subject To The Terms As Laid Out In A Certain Declaration Of Covenants, Conditions And Restrictions Of The "Fox Ridge Of Hartland Community Association," Livingston County Recording Information Has Not Been Issued At The Time Of The Signing Of This Document.



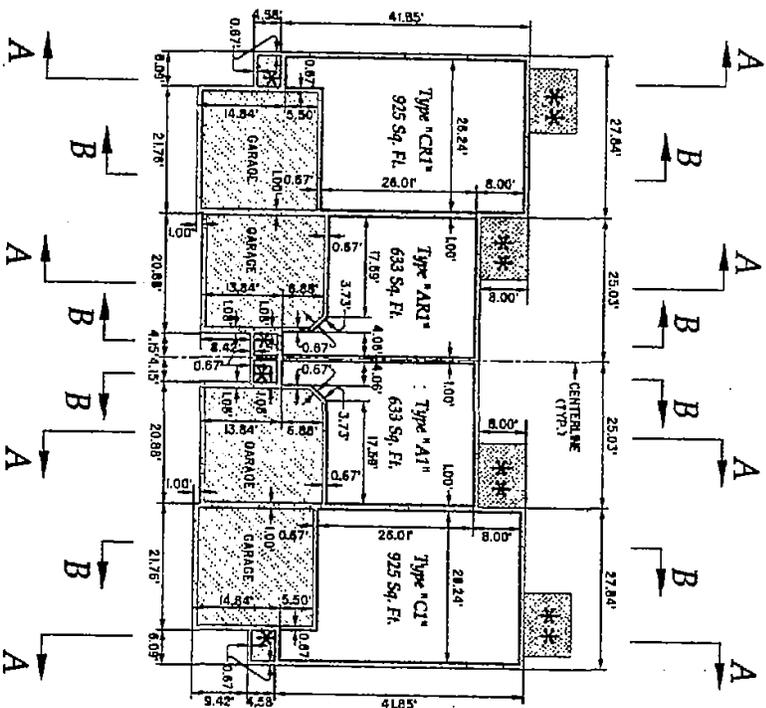
Wayne H. Perry  
 PROFESSIONAL ENGINEER No. 34036  
 CIVIL ENGINEERS  
 LAND SURVEYORS  
 2183 PLESS DRIVE  
 BRIGHTON, MICHIGAN 48114  
 (810) 227-9833  
 JANUARY 25, 2003  
 PROPOSED DATED  
 SHEET 18



# Fox Ridge II of Hartland

Part Of The Southeast 1/4 Of Section 20 And The Southeast 1/4 Of Section 21  
 Town 3 North, Range 6 East  
 Hartland Township, Livingston County, Michigan

## Building Basement Plan Four Unit



**Notes**

Foundation Typically 0.83 Ft Wide, Unless Otherwise Stated  
 Section Profiles (A And B) See Sheet 25  
 See Article IV Of Master Deed For Further General And  
 Limited Common Elements

Garage And Porch Areas Are Unresurfaced

The Condominium Is Subject To Construction As Provided In  
 Article XI Of Master Deed. The Condominium Element And Units  
 Provided In Article XI Of Master Deed.

The Location Of Units Within Each Building Is Subject To  
 Redirection Based On The Type Of Unit That Is Selected By  
 Purchasing Co-Owners. The Final Location Of Units Will Be  
 Shown On The Condominium Condominium Subdivision Plan.

Subject To The Terms And Conditions In A Certain Description  
 Of Condominium, Conditions And Restrictions Of The "Fox Ridge  
 Of Hartland Community Association," Livingston County  
 Recording Information Has Not Been Heard At The Time Of  
 The Signing Of This Document.

**Legend**

\* = PORCH

\*\* = PAVED CONCRETE SLAB

[Pattern] = GENERAL COMMON ELEMENT

[Pattern] = LIMITED COMMON ELEMENT

[Pattern] = LIMITS OF OWNERSHIP

**Developer**  
 FOX RIDGE HOMES, L.L.C.  
 41051 VINCENNI COURT  
 NOVY, MI 48375

**Surveyor / Engineer**  
 DESINE INC  
 2803 WELLES DRIVE  
 BROOKTON, MI 48314



**HAYNE H. BERRY**  
 PROFESSIONAL ENGINEER No. 34036  
 JANUARY 25, 2005  
 PROPOSED DATED  
 SHEET 19

**DESINE INC**  
 (810) 227-8655  
 CIVIL ENGINEERS  
 LAND SURVEYORS  
 2123 PILES DRIVE  
 BRIGHTON, MICHIGAN 48314

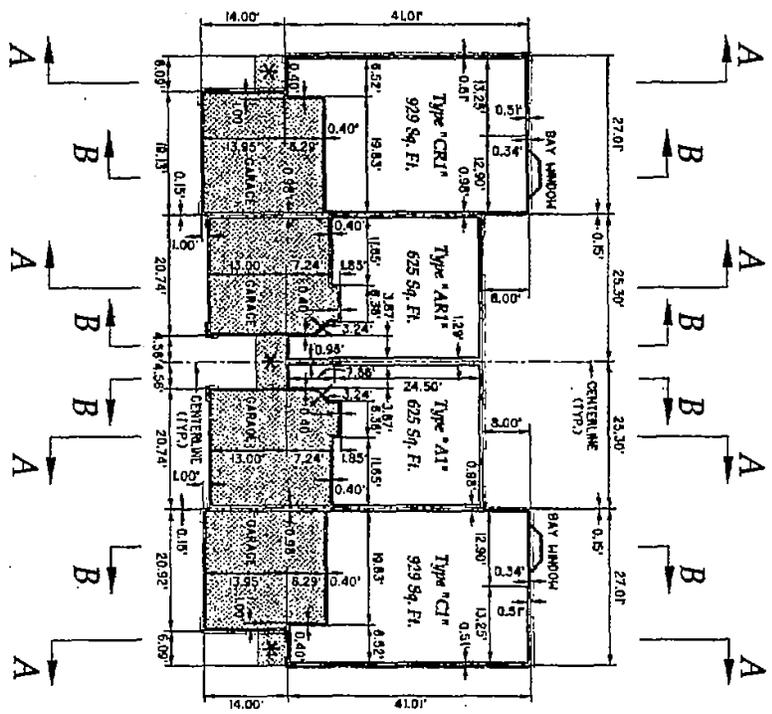


# Fox Ridge II of Hartland

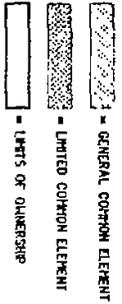
Part Of The Southeast 1/4 Of Section 20 And The Southwest 1/4 Of Section 21  
 Town 3 North, Range 6 East  
 Hartland Township, Livingston County, Michigan

## Building First Floor Plan Four Unit

Exhibit "B" To The Master Deed Of



Legend  
 \* = PORCH



**Notes**  
 1. Vertical Height 6.54 Ft. Unless Otherwise Stated  
 2. Section Profiles (A And B) See Sheet 23  
 3. See Article IV Of Master Deed For Further General And Limited Common Elements  
 4. The Condominium Is Subject To Control As Provided In Article XI Of Master Deed. The Common Elements And Units In The Condominium Are All Subject To Conveyance As Provided In Article XI Of Master Deed.  
 5. The Location Of Utility Units Each Building Is Subject To Master Deed. See Article XI Of Master Deed For Utility Bay Window. See Article XI Of Master Deed For Utility Bay Window. See Article XI Of Master Deed For Utility Bay Window.  
 6. Subject To The Terms As Laid Out In A Certain Declaration Of Governing, Conditions And Restrictions Of The Fox Ridge Of Hartland Community Master Deed Laid Out At The Time Of The Signing Of This Document.

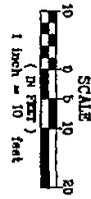
(810) 227-8825  
 CIVIL ENGINEERS  
 LAND SURVEYORS  
 2000 W. BRIGHTON  
 BRIGHTON, MICHIGAN 48114

WALTER H. PERRY  
 PROFESSIONAL ENGINEER No. 34039  
 JANUARY 25, 2005  
 PROPOSED DATED



**Developer**  
 FOX ROSE WALKS, L.L.C.  
 4100 W. BRIGHTON  
 NOVA, MI 48378

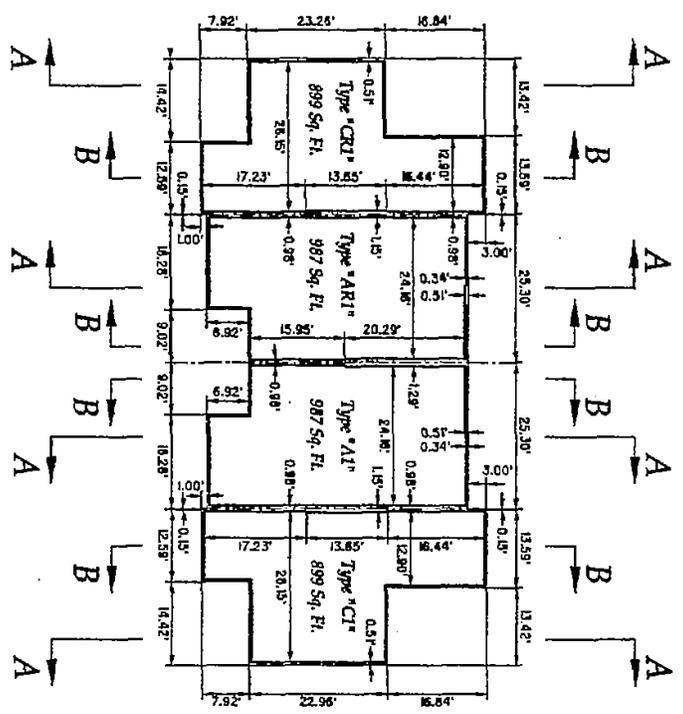
**Surveyor/Engineer**  
 DESNA, INC.  
 2183 PESS DRIVE  
 BRIGHTON, MI 48114



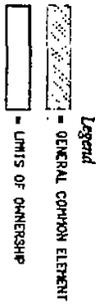
# Fox Bridge II of Hartland

Part Of The Southeast 1/4 Of Section 20 And The Southeast 1/4 of Section 21  
 Town 3 North, Range 6 East  
 Hartland Township, Leominster County, Michigan

## Building Second Floor Plan Four Unit



**Notes**  
 1. Meet Minis 0.24 Ft. Unless Otherwise Stated  
 2. Section Profiles (A And B) 3/4 Steel 23  
 3. See Article IV Of Frontier Deed For Further General And  
 Limited Common Elements.  
 The Condominium Is Subject To Construction As Provided  
 In Article XI Of Frontier Deed. The Common Elements  
 And Units In The Condominium Are All Subject To  
 Conveyance As Provided In Article XI Of Frontier Deed.  
 The Location Of Units Within Each Building Is Subject To  
 Modification Based On The Type Of Unit That Is Selected  
 By Purchasing Co-Owners. The Final Location Of Units  
 Will Be Shown On The "Consolidated Condominium  
 Subdivision Plan."  
 Subject To The Terms As Laid Out In A Certain  
 Description Of One Certain And Particular Parcel Of  
 Land Located In The County Of Leominster, State Of  
 Michigan, County Of Leominster, Michigan, And Particulars Of  
 The "Fox Ridge Of Hartland Community Association,"  
 Leominster County, Michigan, Information Has Not Been  
 Issued At The Time Of The Signing Of This Document.



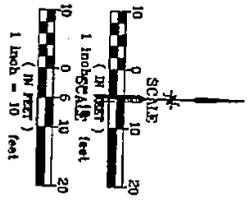
**Developer**  
 FOX RIDGE HOMES, LLC.  
 4801 VINCENT COURT  
 ROYAL, MI 48075

**Surveyor/Engineer**  
 DREW INC.  
 2183 PLEISS DRIVE  
 BRUSHY, MI 48014



**Wayne H. Perry**  
 PROFESSIONAL ENGINEER No. 34036  
 JANUARY 23, 2005  
 PROPOSED DATED  
 SHEET 21

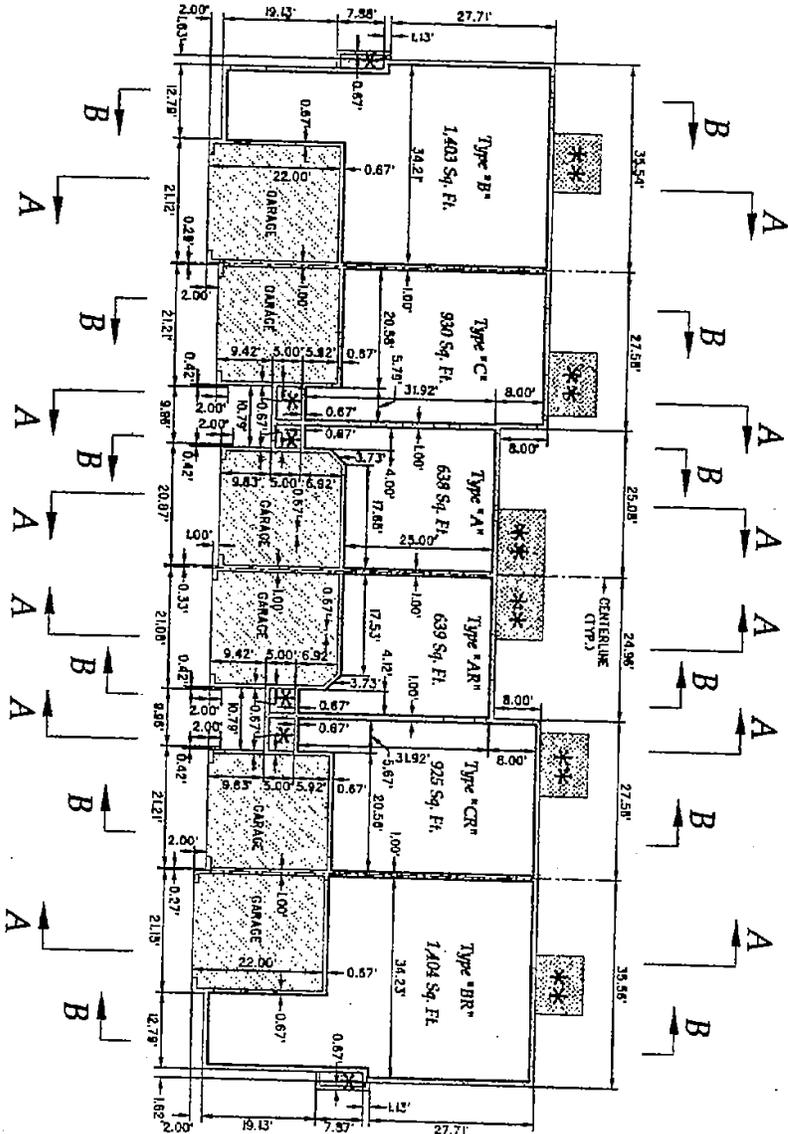
**DREW INC.**  
 (910) 237-8333  
 CIVIL ENGINEERS  
 LAND SURVEYORS  
 2183 PLEISS DRIVE  
 BRUSHY, MICHIGAN 48014



# Fox Ridge II of Hartland

Part Of The Southeast 1/4 Of Section 20 And The Southwest 1/4 Of Section 21  
Town 3 North, Range 6 East  
Hartland Township, Livingston County, Michigan

## Building Basement Plan Six Unit



- Legend**
- \* = PORCH
  - \*\* = PAVED CONCRETE SLAB
  - [Pattern] = GENERAL COMMON ELEMENT
  - [Pattern] = LIMITED COMMON ELEMENT
  - [Pattern] = PARTS OF OWNERSHIP

**Notes**

Foundation Typical: 0.83 Ft. High, Unless Otherwise Stated

Section Profile (A And B) See Sheet 25

See Article IV Of Master Deed For Further General And Limited Common Elements Groups And Easement Areas Unincorporated

The Condominium Is Subject To Construction As Provided In Article XI Of Master Deed. The Common Elements Are As Subject To Construction As Provided In Article XII Of Master Deed.

The Location Of Units Within Each Building Is Subject To Modification Based On The Type Of Unit That Is Selected By Purchasing Co-Owner. The Final Location Of Units Will Be Shown On The "Conceptual Condominium Subdivision Plan."

Subject To The Terms As Laid Out In A Covenants Declaration Of Condominium And Restrictions Of The "Fox Ridge Of Hartland Community Association," Livingston County Recording Information Has Not Been Included At The Time Of The Signing Of This Document.

**Developer**  
FOX RIDGE HOMES, L.L.C.  
41081 YVACENI COURT  
NOW, MI 48375

**Surveyor/Engineer**  
DESSIE MC  
2185 PLESS DRIVE  
BRIGHTON, MI 48114

**Civil Engineer**  
JAYVIE H. PERBY  
PROFESSIONAL ENGINEER NO. 34036

JANUARY 26, 2005  
PROPOSED DATED

(610) 237-0833  
CIVIL ENGINEERS  
LAND SURVEYORS  
2183 PLESS DRIVE

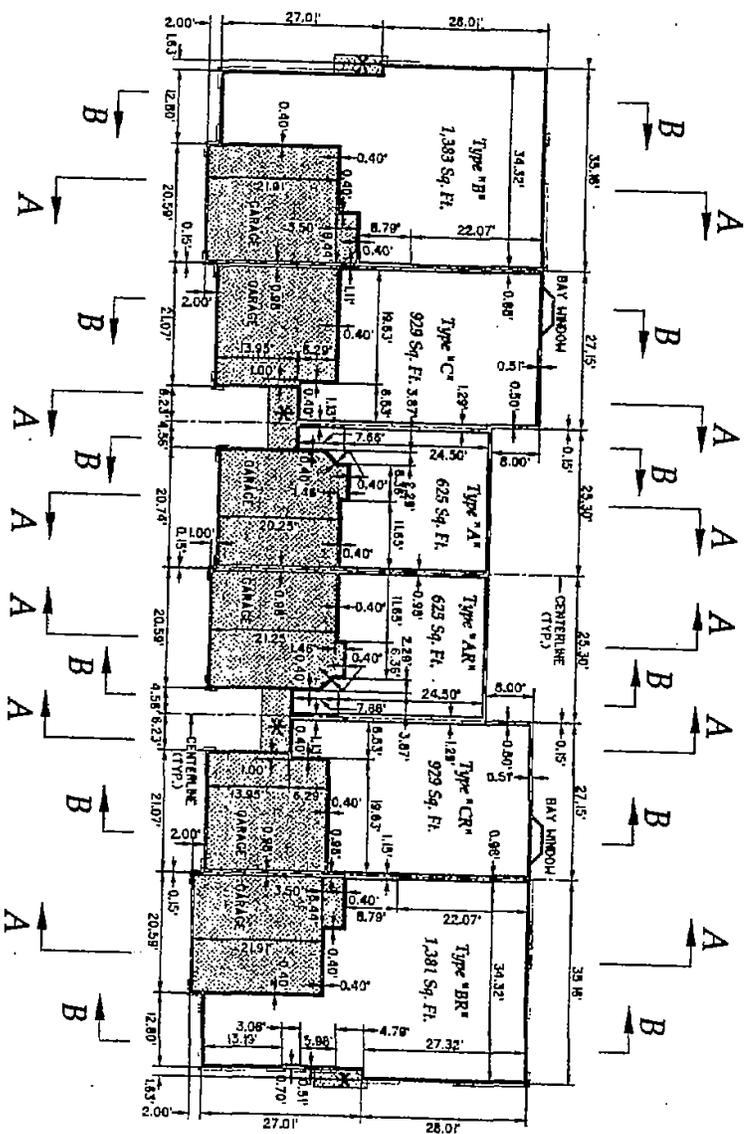




# Fox Bridge II of Hartland

Part Of The Southeast 1/4 Of Section 20 And The Southeast 1/4 Of Section 21  
 Town 3 North, Range 6 East  
 Hartland Township, Livingston County, Michigan

## Building First Floor Plan Six Unit



**Notes**

1. Unit Width 0.36 Ft., Unless Otherwise Stated  
 Section Profiles (A And B) See Sheet 25  
 See Article IV Of Home Deed For Further  
 General And Limited Common Elements  
 The Condominium Is Subject To Construction  
 As Per The Plans As Shown On The  
 Condominium Act AS Such Units In The  
 As Provided In Article XV Of Home Deed  
 The Location Of Units Within Each Building Is  
 Subject To Modification Based On The Type  
 Of Unit That Is Selected By Purchasing  
 The Condominium Unit In The  
 Be Shown On The "Consolidated Condominium  
 Subdivision Plan."  
 Subject To The Terms As Laid Out In A  
 Certain Declaration Of Condominium, Conditions  
 And Restrictions Of The "For Rags Of  
 Condominium Community Association," Livingston  
 County, Attached Information How Not Been  
 Issued At The Time Of The Signing Of This  
 Document.

**Legend**

- \* - PORCH
- \*\* - PATIO CONCRETE SLAB
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- LIMITS OF OWNERSHIP

Developer  
 FOX ROGE LYNCH, LLC  
 4051 VINCENT COURT  
 NOVA, MI 48375

Surveyor/Engineer  
 DRS&C INC  
 2183 PLESS DRIVE  
 BRIGHTON, MI 48114

(810) 227-8933  
 CIVIL ENGINEERS  
 LAND SURVEYORS  
 2183 PLESS DRIVE



Wayne H. Perry  
 PROFESSIONAL ENGINEER No. 34038

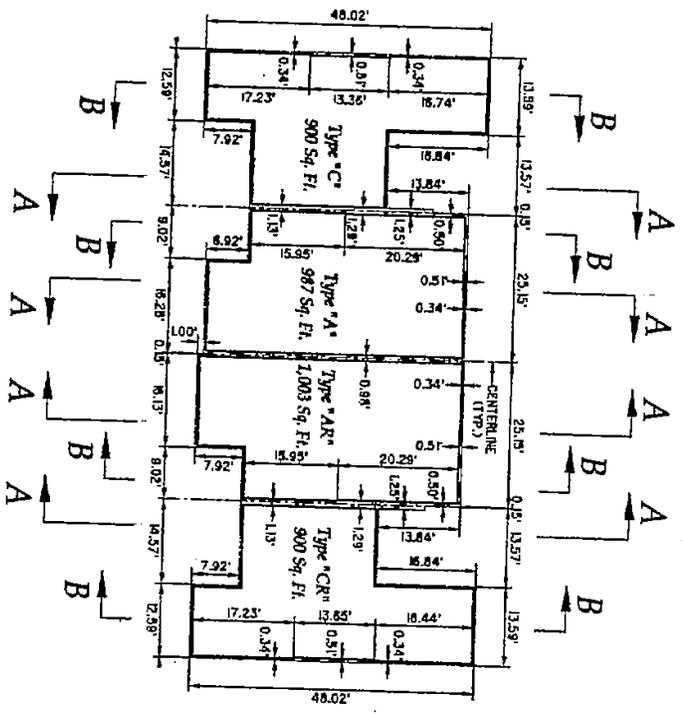
JANUARY 25, 2005  
 PROPOSED DATED



# Fox Ridge II Of Hartland

Part Of The Southeast 1/4 Of Section 20 And The Southwest 1/4 of Section 21  
 Town 3 North, Range 6 East  
 Hartland Township, Livingston County, Michigan

## Building Second Floor Plan Six Unit



**Notes**  
 Not Within 0.34 Ft. Unless Otherwise Stated  
 Section Profiles (A and B) See Sheet 25  
 See Article IV Of Header Deed For Further General And Limited Common Elements  
 The Construction Is Subject To Correction As Provided In Article VI Of Header Deed. The Common Elements And Units In This Case Shall Be Subject To Correction As Provided In Article VI Of Header Deed.  
 The Location Of Units Within Each Building Is Subject To Modification Based On The Type Of Unit That Is Selected By Purchasing Co-Owners. The Final Location Of Units Shall Be Shown On The "Consolidated Condominium Subdivision Plan."  
 Subject To The Terms As Laid Out In A Certain Declaration Of Condominium, Conditions And Restrictions Of The "Fox Ridge Of Hartland Condominium Association," Livingston County Recording Information Has Not Been Issued At The Time Of The Signing Of This Document.

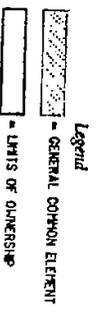


Exhibit "B" To The Master Deed Of

**Developer**  
 FOX ROGE HOMES, L.L.C.  
 41051 VINCENTI COURT  
 NOV, MI 48375

**Surveyor/Engineer**  
 DESINE, INC.  
 2483 PLESS DRIVE  
 BRIGHTON, MI 48114



Wayne R. Pivart  
 PROFESSIONAL ENGINEER NO. 34036

JANUARY 25, 2005  
 PROPOSED DATED

(616) 227-4933  
 CIVIL ENGINEERS  
 LAND SURVEYORS  
 2183 PLESS DRIVE

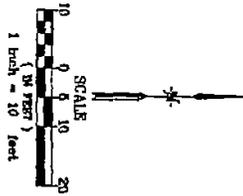
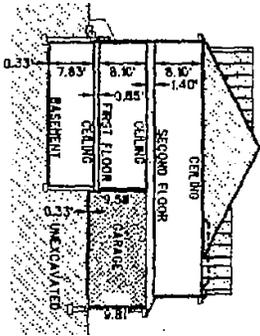


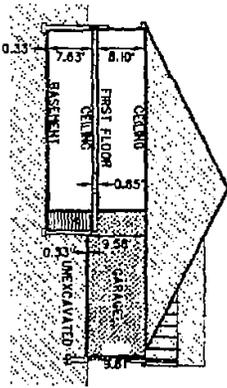
Exhibit "B" To The Master Deed Of  
**Fox Ridge II Of Hartland**  
 Part Of The Southeast 1/4 Of Section 20 And The Southwest 1/4 of Section 21  
 Town 3 North, Range 6 East  
 Hartland Township, Livingston County, Michigan  
**Building Section Profile Plan**

Developer  
 FOX RIDGE HOMES, L.L.C.  
 41051 VINCENNI COURT  
 MOUNTAIN VIEW, MI 48375

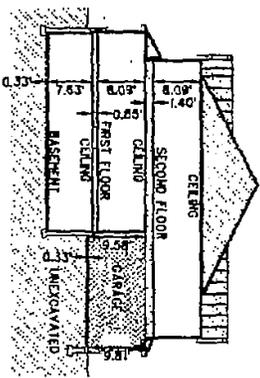
Surveyor/Engineer  
 DESHNE INC  
 2183 PLESS DRIVE  
 BRIGHTON, MI 48114



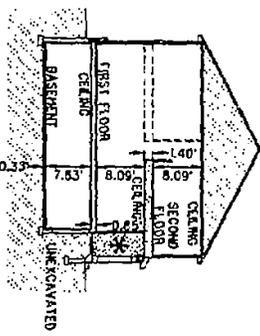
Section A-A  
 Type "A1", "AR" & "AR1"



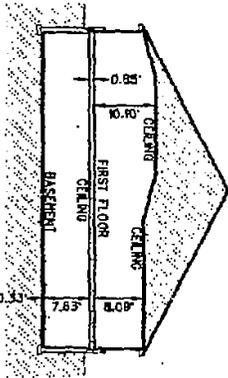
Section A-A  
 Type "B" & "BR"



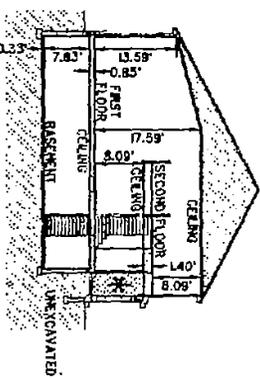
Section A-A  
 Type "C", "C1", "CR" & "CR1"



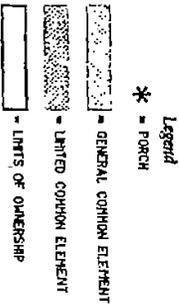
Section B-B  
 Type "A1", "AR" & "AR1"



Section B-B  
 Type "B" & "BR"



Section B-B  
 Type "C", "C1", "CR" & "CR1"



**Notes**  
 See Sheets 18 Through 24 For Wall Profiles  
 See Article IV of Master Deed For Further General And Limited Common Elements  
 The Condominium is Subject To Construction As Provided In Article XI of the Master Deed. The Unit is Subject To Construction As Provided In Article XI of the Master Deed.  
 The Location Of Units Within Each Building is Subject To Modification Based On The Type Of Unit That is Selected By Purchasing Co-Owner. The Final Location Of Units Will Be Shown On The Condominium Condominium Subdivision Plan.  
 Subject To The Terms As Laid Out In A Certain Declaration Of Condominium, Covenants And Restrictions Of The "Fox Ridge Of Hartland Community Association," Livingston County Recording Jurisdiction Has Not Been Made At The Time Of The Signing Of This Document.

(616) 227-8811  
 CIVIL ENGINEERS  
 LAND SURVEYORS  
 2153 PLESS DRIVE

JANUARY 25, 2005  
 PROPOSED DATED  
 CURT 25

