

LIBER 2432 PAGE 0623

RECORDED

1998 SEP 24 P 2:46

NANCY HAVILAND  
REGISTER OF DEEDS  
LIVINGSTON COUNTY, MI.  
48843

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

9-24-98  
9855  
Dorothy Hardy, Treasurer  
Sec. 150, Act 20, 1990 as Amended

10416  
HOMESTEAD DENIALS NOT EXAMINED

129/2

MASTER DEED FOR HARTLAND LAKES ESTATES CONDOMINIUM as required by  
the Michigan Condominium Act, MCLA 559.101 et seq., MSA 26.50(101) et seq.  
PLAN # 151

This master deed is made and signed on SEPTEMBER 24, 1998, by the  
developer, Hartland Lakes Estates, a Michigan Co-Partnership, whose principal office is  
situated at 10470 Highland Road, Hartland, Michigan.

The developer is constructing a residential condominium project to be known as  
Hartland Lakes Estates Condominium, pursuant to plans approved by Hartland  
Township, on a parcel of land described in Article II of this document. The developer  
desires, by recording this master deed together with the condominium bylaws and the  
condominium subdivision plan, both of which are incorporated by reference and made a  
part of this document, to establish this real property and the improvements and  
appurtenances now and in the future located on it as a condominium project under the  
provisions of the Michigan Condominium Act.

By recording this document, the developer establishes Hartland Lakes Estates  
Condominium as a condominium project under the act and declares that the project shall  
be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, and  
used subject to the act and to the conditions stated in this master deed, all of which shall  
run with the land and burden and benefit the developer, its successors and assigns; any  
persons acquiring or owning an interest in the real property; and their grantees,  
successors, heirs, executors, administrators, and assigns.

ARTICLE I  
THE PROJECT

The project is a residential site condominium that is being constructed in a single  
phase to comprise a total of fifty-four (54) residential units. The developer and its  
successors specifically reserve the right to elect, within six (6) years after the initial  
recording of the master deed for the project, to conclude the project by withdrawing all or  
part of the land described in Article II by an amendment or a series of Amendments to  
the master deed, without the consent of any co-owner, mortgagee, or other party.

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08-27-100-055017L  
08-27-206-081  
08-27-206-080

However, no unit that has been sold and improved may be withdrawn without the consent of the owner and the mortgagee of the unit. Except as stated in this document, no restrictions or limitations on such an election exist regarding what land may be withdrawn, when or in what order land may be withdrawn, or how many units or common elements may be withdrawn. However, the number of remaining units in the project shall not be less than ten (10), and the land constituting the project shall not be reduced to less than that reasonably necessary to accommodate same, including access and utilities.

The fifty-four (54) site condominium units that comprise the project, including the numbers, boundaries, dimensions, and areas of them, are completely described in the condominium subdivision plan. Each unit is suitable for individual use, having its own access from and exit to a common element of the project. Each co-owner in the project shall have a particular and exclusive property right to the co-owner's separate unit, and to the limited common elements appurtenant to it, if any, and shall have an undivided and inseparable right to share the general common elements of the project with other co-owners, as designated by this master deed.

ARTICLE II  
LEGAL DESCRIPTION

The land on which the project is situated and which is submitted for condominium ownership pursuant to the Michigan Condominium Act, is located in Hartland Township and is described follows:

Part of the Northwest 1/4 of Section 27, Town 3 North, Range 6 East, Hartland Township, Livingston County, Michigan described as beginning at a point distant S 89 degrees 45 minutes 47 seconds E 1318.26 ft., along the East-West 1/4 Line of Section 27, from the West 1/4 Corner of Section 27, T.3 N., R.6 E.; AND PROCEEDING THENCE N 00 degrees 04 minutes 00 seconds W 1293.13 ft, along the East line of Three Lakes Subdivision, recorded in Liber 2, page 76 of Plats, Livingston County Records; thence N 89 degrees 56 minutes 00 seconds E 310.00 ft., along the South line of said Three Lakes Subdivision; thence N 89 degrees 42 minutes 33 seconds E 650.45 ft to the Southwest corner of Hickory Ridge, a subdivision recorded in Liber 7, Page 37 of Plats, Livingston County Records; thence N 89 degrees 35 minutes 49 seconds E 353.08 ft along the South line of said Hickory Ridge subdivision, to the Northwest corner of Oak Glade Subdivision, as recorded in Liber 8, Page 3 of Plats, Livingston County Records; thence S 00 degrees 52 minutes 12 seconds E 149.99 ft. along the West line of said Oak Glade Subdivision; thence N 89 degrees 07 minutes 48 seconds E 60.00 ft; thence S 00 degrees 52 minutes 12 seconds E 50.00 ft., along the East lines of Lots 21 and 22, and the West line of Remsing Drive, of said Oak Glade Subdivision; thence S 89 degrees 07 minutes 48 seconds W 60.00 ft; thence S 00 degrees 52 minutes 12 seconds E 383.80 ft. along the West line of said Oak Glade Subdivision; thence N 89 degrees 07 minutes 48 seconds E 60.00 ft; thence S 00 degrees 52 minutes 12 seconds E 50.00 ft, along the East line of Lots 58, 59 and the West line of Odette Drive, of said Oak Glade Subdivision; thence S 89 degrees 07 minutes 48 seconds W 60.00 ft; thence S 00 degrees 52 minutes 12 seconds E 8.00 ft. along the West line of said Oak Glade Subdivision and the Southerly extension thereof; thence along the South line of a 66-foot wide private easement for ingress, egress, and public utilities, S 89 degrees 07 minutes 48 seconds W, 50.00 ft; thence continuing along said South line of said 66-foot wide easement along a curve to the left, said curve having a radius of 267.00 ft., arc length of 222.50 ft. Delta angle of 47 degrees 44 minutes 47 seconds, a chord bearing of S 65 degrees 15 minutes 24 seconds W, and a chord length of 216.12 ft; thence continuing along said 66-foot wide easement along a curve to the right, said curve having a radius of 333.00 ft., arc length of 200.50 ft., delta angle of 34 degrees 29 minutes 50 seconds, a chord bearing of S 58 degrees 37 minutes 56 seconds W, and a chord length of 197.48 ft; thence S 17 degrees 23 minutes 29 seconds E, a distance of 490.33 ft; thence N 89 degrees 48 minutes 47 seconds W, a distance of 131.11 ft., more or less,

along the East-West 1/4 Line of Section 27, to a point on the waters edge of Maxsfield Lake where the entrance to a channel between Maxsfield Lake and Long Lake begins; thence along the waters edge of said channel S 73 degrees 21 minutes 48 seconds W, a distance of 74.95 ft, more or less; thence S 08 degrees 32 minutes 38 seconds W, a distance of 30.00 feet to the centerline of said channel; thence along the centerline of said channel the following 6 courses: (1) N 34 degrees 26 minutes 45 seconds W 62.00 ft; (2) N 69 degrees 22 minutes 55 seconds W 31.00 ft; (3) N 78 degrees 55 minutes 21 seconds W 165.05 ft; (4) S 85 degrees 23 minutes 14 seconds W 136.14 ft; (5) N 88 degrees 15 minutes 45 seconds W 209.19 ft.; (6) S 72 degrees 58 minutes 53 seconds W 287.74 ft.; thence N 00 degrees 04 minutes 00 seconds W 50.01 ft to the POINT OF BEGINNING, containing 34.41 Acres more or less.

All being subject to the rights of the public or any governmental unit and any part thereof taken, used, or deeded for street, road, or highway purposes, (or to be deeded as proposed upon the site plan for Hartland Lakes Estates, a condominium development), also subject to easements and restrictions of record, if any.

### ARTICLE III DEFINITIONS

Certain terms are used not only in this master deed but also in other documents for the condominium project, such as the articles of incorporation; the association bylaws, the rules and regulations of the Hartland Lakes Estates Condominium Association; and deeds, mortgagee, liens, land contracts, easements, and other documents affecting interests in the project. As used in such documents, the following definitions apply unless the context otherwise requires:

1. Act means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978 as amended.
2. The association of co-owners or the association means the nonprofit corporation organized under Michigan law of which all co-owners must be members. This corporation shall administer and maintain the project. Any action required of or permitted to the association may be carried out by its board of directors

unless it is specifically reserved to its members by the condominium documents or Michigan law.

3. The association bylaws means the corporate bylaws of the association organized to maintain and administer the project.
4. Common elements, if used without modification, means the part of the project other than the condominium units, including all general and limited common elements described in Article IV.
5. Condominium bylaws means exhibit A, which is the bylaws stating the Substantive rights and obligation of the co-owners.
6. Condominium documents includes this master deed and all its exhibits recorded pursuant to the Michigan Condominium Act and any other documents referred to in this document that affect the rights and obligations of a co-owner in the condominium.
7. The condominium subdivision plan means exhibit B which is the site drawing, the survey, and other drawings depicting the existing and proposed structures and improvements, including their locations on the land.
8. Condominium unit or units means that part of the project designed and intended for separate ownership and use, as described in the master deed.
9. Co-owner means a person, a firm, a corporation, a partnership, an association, a trust, or another legal entity or any combination who owns a condominium unit in the project, including a Vendee of a land contract of which the purchase is not in default. Owner is synonymous with co-owner.
10. The developer means Hartland Lakes Estate, a Michigan Co-Partnership, who has made and signed this master deed, as well as its successors and assigns.
11. General common elements means those common elements of the project described in Article IV(1), which are for the use and enjoyment of all co-owners, subject to such charges as may be assessed to defray the operation costs. Each condominium unit shall have an undivided interest in all common elements. An equal percentage of value is allocated to each condominium unit.
12. Limited common elements means those common elements of the project described in Article IV(2), which are reserved for the exclusive use of the co-owners of a specified unit or units.

13. The master deed means this instrument as well as its exhibits and amendments, by which the project is submitted for condominium ownership.
14. Percentage of value means the percentage assigned to each unit by this master deed, which determines the value of a co-owner's vote at association meetings when voting by value or by number and value and the proportionate share of each co-owner in the common elements of the project.
15. The project or the condominium means Hartland Lakes Estates Condominium, a condominium development established in conformity with the Michigan Condominium Act.
16. The transitional control date means the date when a board of directors for the association takes office pursuant to an election in which the votes that may be cast by eligible co-owners unaffiliated with the developer exceed the votes that may be cast by the developer.
17. Development and Sales Period. "Development and Sales Period," for the purposes of the Condominium Documents and the rights reserved to the Developer thereunder, shall be deemed to continue until the transitional control date as defined in the Act.

Whenever a reference is made in this document to the singular, a reference shall also be included to the plural if appropriate.

#### ARTICLE IV COMMON ELEMENTS

1. General Common Elements. The General Common Elements are all those areas so designated by the legend set forth on exhibit B including but not limited to the following:
  - a. Electrical and Telephone. The electrical and telephone transmission mains throughout the project up to the respective drops and/or transformers for each unit.
  - b. Recreational Area. The recreational open space area, bounded by units as reflected on Exhibit B.
  - c. Natural Area. The natural area adjacent to the condominium property as set forth on Exhibit B to the Master Deed.
  - d. Roadways and Signs. The roadways and signs of the Project as depicted on Exhibit B.

- e. Storm sewer network. All storm sewers drains and detention ponds as depicted on Exhibit B to the Master Deed.
- f. Sanitary sewer lines and appurtenances. All sanitary sewer lines, pumps, lift stations, and other appurtenances as depicted upon exhibits attached and/or as finally constructed in place and as designed to serve the individual units; including trunks, mains, force mains, and any other such other than laterals designed to serve a sole unit(s).

2. Limited Common Elements. Limited Common Elements shall be subjected to the exclusive use and enjoyment of the Owner of the Unit to which the Limited Common Elements are appurtenant. The Limited Common Elements are as follows:

- a. Setback Areas or Yard Areas. Each setback area, designated on the Condominium Subdivision Plan as the limited Common Element surrounding each Unit, is limited in use to the Unit which it surrounds. Setback areas are also sometimes referred to herein as "yard areas."
  - b. Wells and Fresh Water Plumbing System. Each water well and the attached fresh water plumbing system is limited in use to the unit served thereby.
  - c. Sanitary and other service leads (laterals) when and if installed.
3. Responsibilities. The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows:

a. Co-owner Responsibilities:

(i) Units and Setback Areas. The responsibility for and the costs of maintenance, decorating, repair and replacement of the Unit and the setback areas appurtenant to each Unit as a Limited Common Element and other Limited Common Elements-set forth in paragraph 2 above shall be borne by the Co-owner of such Unit; provided, however, that the exterior appearance of the improvements within Units and setback areas, to the extent visible from any other Unit or Common Element in the Project, shall be subject at all times to the reasonable aesthetic and maintenance standards prescribed by the Association in the-Bylaw and in duly adopted rules and regulations.

(ii) Utility Services. All costs of electricity, gas, sanitary sewer, cable television, telephone, water, sewer, and any other utility services shall be borne by the Co-owner of the Unit to which such services are furnished. All utility laterals and leads shall be maintained, repaired and replaced at the expense of the Co-owner whose Unit they

service, except to the extent that such expenses are borne by a utility company or public authority and the Association shall have no responsibility therefor. Further, in the event that, in the future, it shall be determined by a public authority or public authorities to install public gas, sewer and/or water mains to serve the Units in the Condominium, then the collective costs assessable to the Condominium Project shall be borne by the Co-owners as provided in the Condominium Bylaws Article V.

b. Association Responsibilities. The costs of maintenance, repair and replacement of all General Common Elements shall be borne by the Association, subject to any provisions of Bylaws expressly to the contrary. The Association shall not be responsible, in the first instance, for performing any maintenance, repair or replacement with respect to residences and their appurtenances located within the Limited Common -areas or any Elements appurtenant thereto. Nevertheless, in order to provide for flexibility in administering the Condominium, the Association, acting through its Board of Directors, may undertake such other regularly recurring, reasonably uniform, periodic exterior maintenance functions with respect to dwelling, constructed within any Unit boundaries and their appurtenant Limited Common Elements as it may deem appropriate and as the Co-owners may unanimously agree (including, without limitation, lawn mowing, snow removal and tree trimming). Nothing herein contained, however, shall compel the Association to undertake such responsibilities. Any such responsibilities undertaken by the Association shall be charged to any affected Co-owner on a reasonably uniform basis and collected in accordance with the assessment procedures established under Article VI of the Bylaws. The Developer, in the initial maintenance budget for the Association, shall be entitled to determine the nature and extent of such services and reasonable rules and regulations may be promulgated in connection therewith.

4. Utility Systems. Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunications facilities, if any, described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment, and any telecommunications facilities, shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatever with respect to the nature or extent of such interest, if any. The extent of the Developer's and Associations responsibility will be to see to it that telephone, electric and gas mains or other available service lines are installed within reasonable proximity to, but not within, the Units and their Limited Common Element setback areas. Each Co-owner will be entirely responsible for arranging for and paying all costs in connection with extension of such utilities by laterals from the mains to any structures and fixtures located with the Unit and their respective Limited Common Element setback area.

5. All co-owners whose interests would be affected may assign or reassign a limited common element, on notice to any affected mortgagees, by applying in writing to the board of directors of the association. On receipt of such an application, the board

shall promptly have an amendment to the master deed assigning or reassigning all rights and obligations with respect to the limited common elements involved prepared and signed and shall deliver the amendment to the co-owners of the units affected once they have paid all reasonable costs for the preparation and recording of the amendment.

6. Except as stated in this master deed, condominium unit shall not be separable from the common elements appurtenant to them and shall not be used in any manner inconsistent with the purposes of the project or in any other way that would interfere with or impair the rights of any co-owner to use and enjoy the co-owner's unit or the common elements appurtenant to it.

#### ARTICLE V UNIT DESCRIPTIONS AND PERCENTAGES OF VALUE

1. Description of Units. Each unit in the Condominium Project is described in this Paragraph with reference to the Condominium Subdivision Plan of Hartland Lakes Estates as prepared by Advantage Engineering and attached hereto as a part of Exhibit B. Each Unit shall consist of the space located within Unit boundaries as shown in Exhibit B attached hereto and delineated in accordance with the legend contained thereon.

2. Percentage of Values -The percentage of value(s) assigned to each Unit are equal. The percentages of value were computed on the basis of the comparative square footage and characteristics of the Units and appurtenant yard areas. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds, expenses of administration and the value of such Co-owner's vote at meetings of the Association of Co-owners.

#### ARTICLE VI EASEMENTS AND RESTRICTIONS

Section 1. Easements for Utilities. There shall be easements to, through and over those portions of the land (including all units and their Limited Common Element setback areas), structures, buildings and improvements in the Condominium for the continuing maintenance, repair, replacement, enlargement of any General Common Element utilities in the Condominium as depicted on the Condominium subdivision Plan as the same may be amended from time to time.

Section 2. Easements Retained by Developer.

(a) Utility Easements. The Developer also hereby reserves for the benefit of itself, its successors and assigns easements to utilize, tap, tie into, extend and enlarge all utility mains located in the Condominium, including, but not limited to, water, gas, storm and sanitary sewer mains, if any. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located in the Condominium, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement. All expenses of maintenance, repair and replacement of any utility Main referred to in the Section shall be equitably borne by the co-owner of this Condominium. Such easement to extend through the Development and Sales Period.

(b) Roadway easement. The Developer also hereby reserves for the benefit of itself its successors, assigns, and the Livingston County Road Commission, easement rights for the construction, maintenance, enlargement or extension of the roadways of the Project. This easement shall include reasonable access to such limited common element areas of the Project as may be required; provided, however, that should the Developer enter any improved yard-areas during roadway construction, enlargement or extension, Developer shall at its expense return the grounds to their previous condition. Such easement to extend through the Development and sales Period.

(c) Abandonment of Water Supply Systems. At the time of the recording of this Master Deed, public water service was not available to the Condominium. In the event that public water facilities are made available to the Condominium at sometime in the future, all water wells installed by Co-owners shall be abandoned within one year after the public water is available (or sooner if so required by the Township of Hartland or other governmental authority) (or sooner if required by a governing body) and each Unit in the Condominium shall be connected to the public water service, as the case may be. Each individual Co-owner shall bear the expense of tapping into the public water system to service his respective Unit.

(d) Wetland Buffer Area. There shall exist a fifteen(15) foot Buffer Area bordering all wetlands located within the Condominium as designated on the Condominium Subdivision Plan. Neither the Association, nor any Co-owner, nor any other person shall disturb any Wetlands Area or any Wetlands Buffer Area without having obtained any necessary permit(s)/permission therefore.

(e) Open Space Areas and Access Therefo. All areas within the Condominium other than the Units, shall be deemed to be Open Space Areas within the meaning of the Township Open Space Community Ordinance. The Open Space Areas as designated on the Condominium Subdivision Plan shall be retained predominantly in their natural, scenic and open space condition, subject to such recreational uses as are permitted in the Bylaws. Any use that will significantly impair or interfere with the natural and scenic values of the Open Space Areas as a part of an ecologically sensitive

system of uplands, meadowlands, woodlands, wetlands, ponds, and streams is prohibited. The use of Open Space Areas shall perpetually be subject to the covenants, conditions and restrictions set forth herein and in the Bylaws. Proposed amendments to the open space boundaries or lot lines (if any there be) that would constitute modifications from the approved open space plan shall be reviewed and approved by the Township of Hartland prior to any such adoption by the Developer or the Association Board. The costs of maintenance and/or restoration of the Open Space Areas of the Condominium shall be borne by the Association. In the event that the Association fails to provide adequate maintenance or restoration of the Open Space Areas or the Township determines all or any portion of the Open Space Areas to be a public nuisance, the Township may serve written notice of such failure or such determination upon the Association. Such written notice shall contain a demand that the deficiencies of maintenance and restoration or conditions of nuisance be cured within a stated reasonable time period. If such deficiencies are not cured, the Township may undertake such maintenance, repair, or replacement and the costs thereof plus an administrative fee to be determined by the Township but not exceeding fifteen (15%) of such costs may be assessed against the Co-owners and collected as a special assessment on the next following annual Township tax roll.

(f) Easement for Access to Maxfield and/or Handy Lakes There shall be a non-public easement for access to Maxfield and or Handy Lakes granted to the Developer, the Association, and its individual members including guests or invitees which shall not number more than four (4) per unit at any one time. This easement may be limited by the Board of Directors if in the sole opinion of said Board the access and user thus granted overburdens the available facilities constructed or maintained for lake access or user. Similarly, the Board may expand user access (strictly limited to co-owners or guests) if in the sole opinion of the Board the occasion or situation so warrants.

(g) Use of Watercraft Upon Maxfield and/or Handy Lakes No unit or co-owner shall use or possess more than one watercraft, which shall not exceed 16 feet in length, upon or at Maxfield and/or Handy Lakes. Any such watercraft must be stored, when not in (immediate) use in or upon such areas as designated by the Developer or Association or, if no area is designated, then upon the owner's unit. Developer hereby gives notice that the use of Maxfield and/or Handy Lakes is further governed by township ordinance and/or other rules and regulations. All units' owners and guests shall be required to abide by any such lawful rules, regulations, and/or ordinances which control access to or activities upon or in the said Maxfield and/or Handy Lakes.

(h) Easements for Storm Water Drainage Storm water retention area(s) and storm water drainage system. Easements for Storm Water Drainage, Storm Water Retention Area and Storm Water Drainage System. There shall exist easements over all Units for purposes of providing storm water drainage and retention or detention, access and maintenance as designated on the Condominium Subdivision Plan. In order to provide assurances that the storm water drainage designed for the Condominium

Premises shall remain unimpeded no Co-owner shall in any way disturb the grade or otherwise modify the areas within such easements. Each Co-owner shall, however, be solely responsible for installing, maintaining, repairing and replacing landscaping materials located within any open storm drainage easement areas lying within such Co-owner's Unit except as the same may be disturbed by the actions of the Association or any public agency having jurisdiction in which event the Association or the public agency, as the case may be, shall repair and/or replace any landscaping materials disturbed by their respective activities.

The costs of maintenance, repair and replacement of the Storm Water Retention and Detention Areas and the Storm Water Drainage System of the Condominium shall be borne by the Association unless and until easements therefor have been duly granted to and accepted by the Livingston County Drain Commissioner whereupon the responsibility for such maintenance, repair and replacement shall be that of the public agency having jurisdiction.

(I) County Roads. The county roads and cul-de-sacs and related improvements as shown on the Condominium Subdivision Plan and/or installed by the Developer or the Association shall be regularly maintained, replaced, repaired and resurfaced as necessary by the Association unless these roads shall be accepted by the Livingston County Road Commission. If so accepted by the Livingston County Road Commission, the Association's responsibility concerning all public roads dedicated and accepted shall cease.

Co-owners using the roads shall refrain from prohibiting, restricting, limiting or in any manner interfering with normal ingress and egress by any of the other Co-owners or rightful users. Normal ingress and egress and use shall include use by family, guests, invitees, vendors, tradesman, delivery persons, and others traveling to or returning from any of the Units and having a need to use the road.

Section 3. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses rights-of-entry and right-of-way-over, under and across the Condominium Promises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium, subject however, to the approval of the Developer so long as the Development and Sales Period has not expired. No easement created under the Condominium Documents may be modified, nor may any of the obligations with respect thereto be varied without the consent of each person benefitted thereby.

Section 4. Association Developer and utilities Easement for Maintenance repair and Replacement. The developer, the association and all public or private utilities shall have such easement over, under, across and through the Condominium premises

including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration, replacement or upkeep which they or any of them are required or permitted to perform under the condominium Documents or by law or to respond to any emergency or common needs of the Condominium. While it is intended that each Co-owner shall be solely responsible for the performance and costs of all maintenance, repair and replacement of any decoration of the residence and all other appurtenances and improvements constructed or otherwise located within his Unit and its appurtenant Limited Common Elements, it is nevertheless a matter of concern that a Co-owner, may fail to properly maintain the exterior of his Unit or any limited Common Elements appurtenant thereto in a proper manner and in accordance with the standards set forth in Article IV, section 4 of the Bylaws. Therefore, in the event a Co-owner fails, as required by this Master Deed or the Bylaws, to properly and adequately maintain, decorate, repair, replace or otherwise keep his Unit or any improvements or appurtenances located therein or any Limited Common Elements appurtenant thereto, the Association (and/or the Developer during the Development and Sale Period) shall have the right, and all necessary easements in furtherance thereof, (but not the obligation) to take whatever action or actions it deems desirable to so maintain, decorate, repair or replace the Unit, its appurtenances or any of its Limited Common Elements, all at the expense of the Co-owner of the Unit. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at a future time. All cost incurred by the Association or the Developer in performing any responsibilities which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his monthly assessment next falling due; further, the lien for non-payment shall attach as in all cases of regular assessments and may be enforced by the Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

Section 5. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Development and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter in to any contract or agreement, including wiring agreements, right-of-way agreements, access agreements, and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively Telecommunications to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration

of the Condominium Project within the meaning of the Act and shall be paid over to and be the property of the Association.

Section 6. Livingston County Health Department Requirements.

(a) No future subdividing of any building unit may take place which would utilize individual on-site water supply system.

(b) No units shall be used for other than a single family dwelling.

(c) Water Supply Systems and Abandonment of Same. All wells in the project shall be drilled by a licensed Michigan well driller and be drilled to a depth that will penetrate a minimum of ten-foot protective clay barrier. All wells shall be grouted the entire length of the casing. Test wells on units 19, 27, and 52 shall be abandoned per Part 126, Act 368, of the Ground Water Quality Control Act, if not used as a potable water supply. Any other existing wells in the project, which are not functionable, shall be similarly abandoned (Part 127, Act 368, P.A. 1976).

(d) All units to be hooked to sanitary sewer. All buildable units, presently proposed to be 54 in number, shall be serviced by the Hartland Township community sewer system. At the present time, there is existing capacity for only 52 units and "taps" have been purchased for same. No building shall take place upon the remaining two (2) lots or units until and unless sewer capacity is available and tap-ins are purchased by the Developer or his successor for the remaining two (2) units. Occupancy of any homes that are constructed on building units shall not be approved until sanitary lines and water supply systems have been approved by the Livingston County Health Department.

(e) Restrictions not severable nor extinguishable. Restrictions imposed herein above (Section 6), being requirements imposed by the Livingston County Health Department, shall not be severable and shall not expire under any circumstances unless amended after express written approval by the Livingston County Health Department.

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

ARTICLE VII  
AMENDMENTS AND TERMINATION

If there is no co-owner other than the developer, the developer may unilaterally amend the condominium documents or, with the consent of any interested mortgagee

unilaterally terminate the project. All documents reflecting such amendment or termination shall be recorded in the public records of Livingston County, Michigan.

If there is a co-owner other than the developer, the condominium documents may be amended for a proper purpose only as follows:

a. An amendment may be made without the consent of any co-owners or mortgagees if the amendment does not materially alter the rights of any co-owners or mortgagees of units in the project, including without limitation amendments to modify the types and sizes of unsold condominium units and their appurtenant limited common elements.

b. Even if an amendment would materially alter the rights of any co-owners or mortgagees, it can be made if at least two-thirds of the co-owners and mortgagees consent. However, dimensions or limited common elements of a co-owner's unit may not be modified without the co-owner's consent, nor may the formula used to determine percentages of value for the project or provisions relating to the ability or terms under which a unit may be rented be modified without the consent of the developer and each affected co-owner and mortgagee. Rights reserved by the developer in this master deed, including rights to amend the master deed for purposes of expansion, contraction, or modification of units in the course of construction, shall not be amended without written consent from the developer as long as the developer or successors continue to own or to offer for sale any unit in the project. For the purpose of this provision, a mortgagee shall have one vote for each mortgage held.

c. The developer may also make a material amendment unilaterally without the consent of any co-owner or mortgagee for the specific purposes reserved by the developer in this master deed except as prohibited in Section 90 (4) of the Act. Until the completion and sale of all units as described in Article I, such rights reserved by the developer may not be further amended except with written consent from the developer or its successors or assigns.

d. A person causing or requesting an amendment to the condominium documents shall be responsible for the costs and expenses of the amendment, except for amendments based on a vote of the prescribed majority of co-owners and mortgagees or based on the advisory committee's decision, the costs of which are administration expenses. The co-owners and mortgagees of record shall be notified of proposed amendments under this provision at least 10 days before the amendment is recorded.

e. If there is a co-owner other than the developer, the project may only be terminated with the consent of the developer and at least 80 percent of the unaffiliated co-owners and mortgagees, as follows:

(1) The agreement of the required number of co-owners and mortgagees to terminate the project shall be evidenced by their signing of the termination agreement or

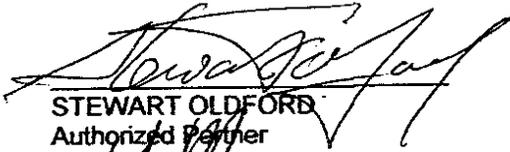
ratification of it. The termination shall become effective only when this evidence of the agreement is recorded.

(2) On recording an instrument terminating the project, the property constituting the condominium shall be owned by the co-owners as tenants in common in proportion to their undivided interests in the common elements immediately before recordation. As long as the tenancy in common lasts, each co-owner or the heirs, successors, or assigns shall have an exclusive right of occupancy of that portion of the property that formerly constituted the condominium unit.

(3) On recording an instrument terminating the project, any rights the co-owners may have to the assets of the association shall be in proportion to their undivided interests in the common elements immediately before recordation, except that common profits shall be distributed in accordance with the condominium documents and the Michigan Condominium Act.

(4) Notification of termination by first-class mail shall be made to all parties interested in the project, including escrow agents, land contract vendors, creditors, lienholder, and prospective purchasers who have deposited funds. Proof of dissolution must be submitted to the administrator.

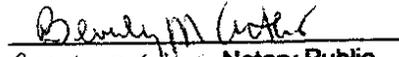
SIGNATURE PAGE TO THE MASTER DEED FOR  
HARTLAND LAKES ESTATES CONDOMINIUM

  
STEWART OLDFORD  
Authorized Partner

WITNESS THOMAS J. ST. DENNIS

  
WITNESS Mandy L. Ursin

Subscribed and sworn before me this 24 day of September, 1998.

  
Beverly M. Cutler, Notary Public  
Livingston County, Michigan  
Commission Expires: 6/30/2002

BEVERLY M. CUTLER  
Notary Public, Livingston County, Michigan  
My Commission Expires June 30, 2002

✓ Drafted by and return to:

Michael F. Merritt, Attorney at Law  
518 E. Grand River, Brighton, MI 48116

Recording fee:  
State transfer tax:  
County transfer tax:  
Tax Parcel No.:

EXHIBIT A

LIBER 2432 PAGE 0640

CONDOMINIUM BYLAWS OF HARTLAND LAKES ESTATES CONDOMINIUM

ARTICLE I  
THE CONDOMINIUM PROJECT

Organization. Hartland Lakes Estates Condominium, a residential site condominium project located in the township of Hartland, Livingston County, Michigan, is being constructed in a single phase to comprise a total of fifty-four (54) units. Once the master deed is recorded, the management, maintenance, operation, and administration of the project shall be vested in an association of co-owners organized as a nonprofit corporation under Michigan law.

Compliance. All present and future co-owners, mortgagees, lessees, or other persons who may use the facilities of the condominium in any manner shall be subject to and comply with the Michigan Condominium Act, MCLA 559.101 et seq., MSA 26.50(101) et seq., the master deed and its amendments, the articles of incorporation, the association bylaws, and other condominium documents that pertain to the use and operation of the condominium property. The association shall keep current copies of these documents and make them available for inspection at reasonable hours to co-owners, prospective purchasers, and prospective mortgagees of units in the project. If the Michigan Condominium Act conflicts with any condominium documents referred to in these bylaws, the act shall govern. A party's acceptance of a deed of conveyance or of a lease or occupancy of a condominium unit in the project shall constitute an acceptance of the provisions of these documents and an agreement to comply with them.

ARTICLE II  
MEMBERSHIP AND VOTING

1. Membership. Each present and future co-owner of a unit in the project shall be a member of the association, and no other person or entity shall be entitled to membership. The share of a member in the funds and assets of the association may be assigned, pledged, or transferred only as an appurtenance to the condominium unit.
2. Voting rights. Except as limited in the master deed and in these bylaws, each co-owner shall be entitled to one vote for each unit owned and no cumulation of votes shall be permitted.
3. Members entitled to vote. No co-owner, other than the developer, may vote at a meeting of the association until the co-owner presents written evidence of the ownership of a condominium unit in the project, nor may a co-owner vote before the initial meeting of members (except for elections held pursuant to Article III, provision 4). The developer may vote only for those units to which it still holds title and for which it is paying the full monthly assessment in effect when the vote is cast.

The person entitled to cast the vote for the unit and to receive all notices and other

Communications from the association may be designated by a certificate signed by all the record owners of the unit and filed with the secretary of the association. Such a certificate shall state the name and address of the designated individual, the number of units owned, and the name and address of the party who is the legal co-owner. All certificates shall be valid until revoked, until superseded by a subsequent certificate, or until the ownership of the unit concerned changes.

4. Proxies. Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote. They shall be valid only for the particular meeting designated and for any adjournment of that meeting and must be filed with the association before the appointed time of the meeting.

5. Majority. At any meeting of members at which a quorum is present, 51 percent of the co-owners entitled to vote and present in person or by proxy, in accordance with the percentages allocated to each condominium unit in the master deed for the project, shall constitute a majority for the approval of the matters presented to the meeting, except as otherwise required in these bylaws, in the master deed, or by law.

### ARTICLE III MEETINGS AND QUORUM

1. Initial meeting of members. The initial meeting of the members of the association shall be convened within 120 days after the conveyance of legal or equitable title to nondeveloper co-owners of 25 percent of the units that may be created or within 54 months after the first conveyance of legal or equitable title to a nondeveloper co-owner of a unit in the project, whichever occurs first. At the initial meeting, the eligible co-owners may vote for the election of directors of the association. The developer may call meetings of members of the association for informational or other appropriate purposes before the initial meeting, but no such informational meeting shall be construed as the initial meeting of members. Annual meeting of members. After the initial meeting, an annual meeting of the members shall be held in each year at the time and place specified in the association bylaws. At least 10 days before an annual meeting, written notice of the time, place, and purpose of the meeting shall be mailed to each member entitled to vote at the meeting. At least 20 days' written notice shall be provided to each member of any proposed amendment to these bylaws or to other condominium documents.

2. Advisory committee. No later than 120 days after the conveyance of legal or equitable title to nondeveloper co-owners of one-third of the units that may be created or one year after the initial conveyance of legal or equitable title to a nondeveloper co-owner of a unit, in the project, whichever occurs first, the developer shall select three nondeveloper co-owners to serve as an advisory committee to the board of directors. The purpose of the advisory committee shall be to facilitate communication between the board of directors and the nondeveloper co-owners and to aid in the ultimate transfer of

control to the association. The members of the advisory committee shall serve for one year or until their successors are selected, and the advisory committee shall automatically cease to exist on the transitional control date. The board of directors and the advisory committee shall meet with each other when the advisory committee requests. However, there shall not be more than two such meetings each year, unless both parties agree.

3. Composition of the board. Not later than 120 days after the conveyance of legal or equitable title to nondeveloper co-owners of 25 percent of the units that may be created, at least one director and at least one-fourth of the board of directors of the association shall be elected by nondeveloper co-owners. Not later than 120 days after the conveyance of legal or equitable title to nondeveloper co-owners of 50 percent of the units that may be created, at least one-third of the board of directors shall be elected by nondeveloper co-owners. Not later than 120 days after the conveyance of legal or equitable title to nondeveloper co-owners of 75 percent of the units, the nondeveloper co-owners shall elect all directors on the board except that the developer may designate at least one director as long as the developer owns or offers for sale at least 10 percent of the units in the project or as long as 10 percent of the units that may be created remain unbuilt.

Notwithstanding the formula provided above, 54 months after the first conveyance of legal or equitable title to a nondeveloper co-owner of a unit in the project, if title to at least 75 percent of the units that may be created has not been conveyed, the nondeveloper co-owners may elect the number of members of the board of directors of the association equal to the percentage of units they hold, and the developer may elect the number of members of the board equal to the percentage of units that it owns and pays assessments for. This election may increase but not reduce the minimum election and designation rights otherwise established in these bylaws. The application of this provision do not require a change in the size of the board as stated in the corporate bylaws.

If the calculation of the percentage of members of the board that the nondeveloper co-owners may elect or if the product of the number of members of the board multiplied by the percentage of units held by the nondeveloper co-owners results in a right of non developer to elect a fractional number of members of the board, a fractional election right of 0.5 or more shall be rounded up to the nearest whole number, which shall be the number of members of the board that the nondeveloper co-owners may elect. After applying this formula, the developer may elect the remaining members of the board. The application of this provision shall not eliminate the right of the developer to designate at least one member, as provided in these bylaws.

4. Quorum of members. The presence in person or by proxy of 30 percent of the co-owners entitled to vote shall constitute a quorum of members. The written vote of any person furnished at or before any meeting at which the 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 on which the vote is cast.

ARTICLE IV  
ADMINISTRATION

1. Board of directors. The business, property, and affairs of the association shall be managed and administered by a board of directors to be elected in the manner stated in the association bylaws. The directors designated in the articles of incorporation shall serve until their successors have been elected and qualified at the initial meeting of members. All actions of the first board of directors of the association named in its articles of incorporation or any successors elected by the developer before the initial meeting of members shall be binding on the association as though the actions had been authorized by a board of directors elected by the members of the association at the initial meeting or at any subsequent meeting, as long as the actions are within the scope of the powers and duties that may be exercised by a board of directors as provided in the condominium documents. The board of directors may void any service contract or management contract between the association and the developer or affiliates of the developer on the transitional control date, within 90 days after the transitional control date, or on 30 days' notice at any time after that for cause. To the extent that any Management contract extends beyond one (1) year after the transitional control date, the excess period under the contract may be voided by the board of directors of the association of co-owners by notice to the management agent at least 30 days before the expiration of the one (1) year.

2. Powers and duties. The board shall have all powers and duties necessary to administer the affairs of the association. The powers and duties to be exercised by the board shall include the following:

- a. maintaining the common elements
- b. developing an annual budget and determining, assessing, and collecting amounts required for the operation and other affairs of the condominium
- c. employing and dismissing personnel as necessary for the efficient management and operation of the condominium property
- d. adopting and amending rules and regulations for the use of condominium property
- e. opening bank accounts, borrowing money, and issuing evidences of indebtedness to further the purposes of the condominium and designating required signatories therefor
- f. obtaining insurance for Condominium property, the premiums of which shall be an

administration expense

g. purchasing premises suitable for use by a managing agent or custodial personnel, on terms approved by the board

h. granting concessions and licenses for the use of parts of the common elements for purposes not inconsistent with the Michigan Condominium Act or the condominium documents

i. authorizing the signing of contracts, deeds of conveyance, easements, and rights-of-way affecting any real or personal property of the condominium on behalf of the co-owners

j. making repairs, additions, improvements, and alterations to the condominium property and repairing and restoring the property in accordance with the other provisions of these bylaws after damage or destruction by fire or other casualties or condemnation or eminent domain proceedings

k. asserting, defending, or settling claims on behalf of all co-owners in connection with the common elements of the project and, on written notice to all co-owners, instituting actions on behalf of and against the co-owners in the name of the association

l. other duties as imposed by resolutions of the members of the association or as stated in the condominium documents

3. Accounting records. The association shall keep -books and records with a detailed account of the expenditures and receipts affecting the condominium project and its administration and which specify the operating expenses of the project. These records shall specify the maintenance and repair expenses of the common element and any other expenses incurred by or on behalf of the association and its co-owners. These records shall be open for inspection by the co-owners during reasonable working hours at a place to be designated by the association. The association shall prepare a financial statement from these records and distribute it to all co-owners at least once a year. The association shall define the contents of the annual financial statement. Qualified independent accountants (who need not be certified public accountants) shall review the records annually and audit them every 5th year. The cost of these reviews and audits shall be an administration expense. Audits need not be certified.

4. Maintenance and repair.

a. Co-owners must maintain and repair their condominium units, except general common elements in their units. Any co-owner who desires to repair a common element or structurally modify a unit must first obtain written consent from the association and shall be responsible for all damages to any other units or to the common elements

resulting from such repairs or from the co-owner's failure to effect such maintenance and repairs.

b. The association shall maintain and repair the general common elements and limited common elements to the extent stated in the master deed and shall charge the costs to all the co-owners as a common expense unless the repair is necessitated by the negligence, misuse, or neglect of a co-owner, in which case the expense shall be charged to the co-owner.

5. Reserve fund. The association shall maintain a reserve fund, to be used only for major repairs and replacement of the common elements, as required by MCLA 559.205, MSA 26.50(205). The fund shall be established in the minimum amount stated in these bylaws on or before the transitional control date and shall, to the extent possible, be maintained at a level that is equal to or greater than 10 percent of the current annual budget of the association. The minimum reserve standard required by this provision may prove to be inadequate, and the board shall carefully analyze the project from time to time to determine whether a greater amount should be set aside or if additional reserve funds shall be established for other purposes.

6. Mechanics liens. A mechanics lien for work performed on a condominium unit or a limited common element shall attach only to the unit or element on which the work was performed. A lien for work authorized upon the common elements by the developer or the principal contractor shall attach only to condominium units owned by the developer when the Statement of account and lien are recorded. A mechanics lien for work authorized by the association shall attach to each unit in proportion to the extent to which the co-owner must contribute to the administration expenses. No mechanics lien shall arise or attach to a condominium unit for work performed on the general common elements that is not contracted by the association or the developer.

7. Managing agent. The board may employ for the association a management company or managing agent at a compensation rate established by the board to perform duties and services authorized by the board, including the powers and duties listed in provision 2 of this article. The developer or person or entity related to it may serve as managing agent if the board appoints the party.

8. Officers. The association bylaws shall provide for the designation, number, terms of office, qualifications, manner of election, duties, removal, and replacement of officers of the association and may contain any other provisions pertinent to officers of the association that are not inconsistent with these bylaws. Officers may be compensated, but only on the affirmative vote of more than 60 percent of all co-owners, in number and in value.

9. Indemnification. All directors and officers of the association shall be entitled to indemnification against costs and expenses incurred as a result of actions (other than

willful or wanton misconduct or gross negligence) taken or failed to be taken on behalf of the association on 10 days' notice to all co-owners, in the manner and to the extent provided by the association bylaws. If no judicial determination of indemnification has been made, an opinion of independent counsel on the propriety of indemnification shall be obtained if a majority of co-owners vote to procure such an opinion.

#### ARTICLE V ASSESSMENTS

1. Administration expenses. The association shall be assessed as the entity in possession of any tangible personal property of the condominium owned or possessed in common by the co-owners. Personal property taxes based on such assessments shall be treated as administration expenses. All costs incurred by the association for any liability connected with the common elements or the administration of the project shall be administration expenses. All sums received pursuant to any policy of insurance securing the interests of the co-owners against liabilities or losses connected with the common elements or the administration of the project shall be administration receipts.

2. Determination of assessments. From time to time and at least annually, the board shall adopt a budget for the condominium that shall include the estimated funds required to defray common expenses for which the association is responsible for the next year, including a reasonable allowance for contingencies and reserves and shall allocate and assess these common charges against all co-owners according to their respective common interests on a monthly basis. In the absence of co-owner approval as provided in these bylaws, such assessments shall be increased only if one of the following conditions is met:

- a. The board finds the budget as originally adopted is insufficient to pay the costs of operating and maintaining the common elements.
- b. It is necessary to provide for the repair or replacement of existing common elements.
- c. The board decides to purchase additions to the common elements, the costs of which may not exceed \$2,700 or \$50 per unit annually, whichever is less, which sums may be increased based upon annual cost of living increments.
- d. An emergency or unforeseen development necessitates the increase.

Any increase in assessments other than under these conditions shall be considered a special assessment requiring approval by a vote of 60 percent or more of the co-owners.

3. Levy of assessments. All assessments levied against the units to cover

administration expenses shall be apportioned among and paid by the co-owners equally, in advance and without any increase or decrease in any rights to use limited common elements. The common expenses shall include expenses the board deems proper to operate and maintain the condominium property under the powers and duties delegated to it under these bylaws and may include amounts to be set aside for working capital for the condominium, for a general operating reserve, and for a reserve to replace any deficit in the common expenses for any prior year. Any reserves established by the board before the initial meeting of members shall be subject to approval by the members at the initial meeting. The board shall advise each co-owner in writing of the amount of common charges payable by the co-owner and shall furnish copies of each budget on which such common charges are based to all co-owners.

**4. Collection of assessments.** Each co-owner shall be obligated to pay all assessments levied on the co-owner's unit while the co-owner owns the unit. No co-owner may be exempted from liability for the co-owner's contribution toward the administration expenses by a waiver of the use or enjoyment of any of the common elements or by the abandonment of the co-owner's unit. If any co-owner defaults in paying the assessed charges, the board may impose reasonable fines or charge interest at the legal rate on the assessment from the date it is due. Unpaid assessments shall constitute a lien on the unit that has priority over all other liens except state or federal tax liens and sums unpaid on a first mortgage of record except that past due assessments which are evidenced by a Notice of lien, recorded as set forth in subsection (3) of The Act, have priority over a first mortgage recorded subsequent to the recording of the Notice of Lien. The association may enforce the collection of a lien by a suit at law for a money judgment or by foreclosure of the securing payment as provided in MCLA 559.208, MSA 26.50(208). In a foreclosure action, a receiver may be appointed and reasonable rent for the unit may be collected from the co-owner or anyone claiming possession under the co-owner or otherwise occupying or in possession. All expenses incurred in collection, including interest, costs, and actual attorney 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. Assessments by a public body, i.e., sanitary sewer and other such assessment/utility bills shall to the extent possible and as directed by the governmental unit so assessing/taxing be placed upon the annual or semi-annual tax billing to the individual units. At the discretion of the Board, and with the full concurrence of the taxing unit, such assessments or taxes may be levied in monthly installments in a manner as association dues.

On the sale or conveyance of a condominium unit, all unpaid assessments against the unit shall be paid out of the sale price by the purchaser in preference over any other assessments or charges except as otherwise provided by the condominium documents or by the Michigan Condominium Act. A purchaser or grantee shall be entitled to a written statement from the association stating the amount of unpaid assessments against the seller or grantor. Such a purchaser or grantee shall not be liable for liens for any unpaid assessments against the seller or grantor in excess of the

amount in the written statement; neither shall the unit conveyed or granted be subject to any such liens. Unless the purchaser or grantee requests a written statement from the association at least five days before a sale, as provided in the Michigan Condominium Act, the purchaser or grantee shall be liable for any unpaid assessments against the unit, together with interest, costs, and attorney fees incurred in the collection of unpaid assessments. The association may also enter the common elements, limited or general, to remove or abate any condition or may discontinue the furnishing of any services to a co-owner in default under any of the condominium documents on seven days' written notice to the co-owner. A co-owner in default may not vote at any meeting of the association as long as the default continues.

5. Developer's responsibility for Assessments. The Developer of the Condominium, although a member of the Association, shall not be responsible at any time for payment of the regular Association assessments. The Developer, however, shall at all times pay all expenses of maintaining the Units that it owns, including the improvements located therein, together with a proportionate share of all current expenses of administration actually incurred by the Association from time to time, except expenses related to maintenance and use of the Units in the Project and of the improvements constructed within or appurtenant to the Units that are not owned by Developer. For purposes of the foregoing sentence, the Developer's proportionate share of such expenses shall be based upon the ratio of all Units owned by the Developer at the time the expense is incurred to the total number of Units then in the Project. In no event shall the Developer be responsible for payment of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments except with respect to Units owned by it on which a completed building is located. Any assessments levied by the Association against the Developer for other purposes shall be void without Developer's consent. Further, the Developer shall in no event be liable for any assessment levied in whole or in part to purchase any Unit from the Developer or to finance any litigation or other claims against the Developer, any cost of investigating and preparing such litigation or claim or any similar or related cost. A "completed building" shall mean a building with respect to which a certificate of occupancy has been issued by Livingston County Building Department or such other governmental authority as may have jurisdiction of the issuance of such certificates.

#### ARTICLE VI TAXES, INSURANCE, AND EMINENT DOMAIN

1. Taxes. After the year when the construction of the building containing a unit is completed, all special assessments and property taxes shall be assessed against the individual units and not against the total property of the project or any part of it. In the initial year in which the building containing a unit is completed, the taxes and special assessments that become a lien against the property of the condominium shall be administration expenses and shall be assessed against the units according to their

percentages of value. Special assessments and property taxes in any year when the property existed as an established project on the tax day shall be assessed against the individual units, notwithstanding any subsequent vacation of the project.

Assessments for subsequent real property improvements to a specific unit shall be assessed to that unit only. Each unit shall be treated as a separate, single unit of real property for the purpose of property taxes and special assessments and shall not be combined with any other units. No assessment of a fraction of any unit or a combination of any unit with other units or fractions of units shall be made, nor shall any division or split of an assessment or tax on a single unit be made, notwithstanding separate or common ownership of the unit.

2. Insurance.

a. Extent of Coverage. The Association shall, to the extent appropriate in light of the nature of the General Common elements of the Project, carry liability insurance, if applicable, pertinent to the ownership, use and maintenance of the General Common Elements and the administration of the Condominium Project. Each Co-owner shall be obligated and responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to the buildings and all other improvements constructed or to be constructed within the perimeter of his Condominium Unit and its appurtenant Limited Common Element setback area and for his personal property located therein or thereon or elsewhere on the Condominium Project. Each Co-owner also shall be obligated to obtain insurance coverage for his personal liability for occurrences within the perimeter of his Unit and appurtenant Limited Common Element setback area or the improvements located thereon, and also for any other personal insurance coverage that the Co-owner wishes to carry. The Association may, at its option and election obtain any of insurance coverage required to be carried by any co-owner and include such expenses as part the administration of the project.

b. Indemnification. Each individual Co-owner shall indemnify and hold harmless every other Co-owner, the Developer and the Association for all damages and cost, including attorneys' fees, which such other Co-owners, the Developer or the Association may suffer as a result of defending any claim arising out of an event, accident or occurrence of any kind or nature on or within such individual Co-owner's Unit or appurtenant Limited Common Element setback area and shall carry insurance to secure this indemnity if so required by the Association (or the Developer during the Development and Sales Period). This Section b shall not be construed to give any insurer any subrogation right or other right or claim against any individual co-owner or the developer.

3. Eminent domain. The following provisions shall pertain on any taking by eminent domain:

a. if any part of the common elements is taken by eminent domain, the award shall be

allocated to the co-owners in proportion to their undivided interests in the common elements. The association, through its board of directors, may negotiate on behalf of all co-owners for any taking of common elements, and any negotiated settlement approved by more than two-thirds of the co-owners based on assigned voting rights shall bind all co-owners.

b. If a unit is taken by eminent domain, that unit's undivided interest in the common elements shall be reallocated to the remaining units in proportion to their undivided interests in the common elements. The court shall enter a decree reflecting the reallocation of undivided interests and the award shall include just compensation to the co-owner of the unit taken for the co-owner's undivided interest in the common elements, as well as for the unit.

c. If part of a unit is taken by eminent domain, the court shall determine the fair market value of the part of the unit not taken. The undivided interest for the unit in the common elements shall be reduced in proportion to the diminution in the fair market value of the unit resulting from the taking. The part of the undivided interest in the common elements thus divested from the co-owner of a unit shall be reallocated among the other units in the project in proportion to their undivided interests in the common elements. A unit that is partially taken shall receive the reallocation in proportion to its undivided interest as reduced by the court order under this provision. The court shall enter a decree reflecting the reallocation of undivided interests, and the award shall include just compensation to the co-owner of the unit partially taken for that part of the undivided interest in the common elements divested from the co-owner and not revested in the co-owner pursuant to provision d, as well as for the part of the unit taken by eminent domain.

d. If the taking of part of a unit makes it impractical to use the remaining part of that unit for a lawful purpose permitted by the condominium documents, the entire undivided interest in the common elements appertaining to that unit shall be reallocated to the remaining unit in the project in proportion to their undivided interests in the common elements. The remaining part of the unit shall then be a common element. The court shall enter an order reflecting the reallocation of undivided interests, and the award shall include just compensation to the co-owner of the unit for the co-owner's entire undivided interest in the common elements and for the entire condominium unit.

e. Votes in the association of co-owners and liability for future administration expenses pertaining to a unit that is taken or partially taken by eminent domain shall be reallocated to the remaining units in proportion to their voting strength in the association. A condominium unit partially taken shall receive a reallocation as though the voting strength in the association of co-owners was reduced in proportion to the reduction in the undivided interests in the common elements.

ARTICLE VII  
USE AND OCCUPANCY RESTRICTIONS

1. Residential use. Condominium units shall be used exclusively for residential occupancy. No unit or common element shall be used for any purpose other than as a single-family residence or for other purposes customarily incidental to that use. No building of any kind shall be erected except private residences and structures ancillary thereto. Only one residence may be erected within any Unit, which shall not exceed 2 1/2 (two and a half) stories which shall have an attached garage for not less than 2 (two) nor more than 3 (three) cars. No mobile structure, building or trailer shall be moved onto any unit. However, these restrictions on use shall not be construed to prohibit a co-owner from (a) maintaining a personal professional library, (b) keeping personal business or professional records or accounts, or (c) handling personal business or professional telephone calls or correspondence. Such uses are customarily incidental to principal residential use and not in violation of these restrictions.

2. Common areas. Only co-owners of units in the condominium and their agents, tenants, family members, invitees, and licensees may use the common elements for access to and from the units and for other purposes incidental to the use of the units. Any recreational facilities, including beaches and lake access areas, storage areas, and other common areas designed for a specific use shall be used only for the purposes approved by the board. The use, maintenance, and operation of the common elements shall not be obstructed or unreasonably interfered with by any co-owner and shall be subject to any leases, concessions, or easements now or later entered into by the board.

3. Maintenance and Use of Open Space Areas. The Association shall undertake and/or supervise and control any programs of use, maintenance or restoration of the Open Space Areas which it determines to be appropriate to preserve the desirable features of the natural environment or restore previously existing features of the environment of the Open Space Areas which may have deteriorated. Any maintenance or restoration shall be conducted after the approval, if applicable, of the Michigan Department of Natural Resources, the Township or as otherwise required by applicable law, including the Goemaere-Anderson Wetland Protection Act, P.A. 1979 No. 203, and the Inland Lakes and Streams Act of 1972, P.A. 1972 No. 346, as amended, or their successor enactments. The following uses and practices, though not an exhaustive recital of consistent uses and practices, are consistent with the intent and the purpose of the Township's Open Space Community Ordinance and are desirable and not precluded, prevented or limited by it:

(a) The establishment of a system of trails constructed through or over Wetlands or Wetland Buffer Areas (subject, as to Wetlands, the approval of the Michigan Department of Natural Resources as provided in applicable law) over portions of the

Open Space Areas, in a manner which protects the Open Space Areas environment but permits persons walking through the trail system to enjoy the Open Space Areas through the low-impact activities of hiking and observation;

(b) The use by all Co-owners of the Open Space Areas for passive recreation, hiking along the trail system established or to be established through the Open Space Areas.

(c) The removal of dead or dying vegetation and debris within the Open Space Areas so that the enjoyment of the Open Space Areas by the Co-owners may be enhanced, and, if considered desirable by the Association, to replace any removed vegetation with native plant materials.

The following uses and practices, though not an exhaustive recital of inconsistent uses and practices, are inconsistent with the intent and the purposes of the Developer and Township Ordinances and are therefore prohibited:

(d) Any commercial or industrial use or activity within the Open Space Areas;

(e) The construction of any buildings, structures or other improvements, including utility poles, except in connection with the construction of a trail system provided for herein;

(f) The dumping or other disposal of any refuse in the Open Space Areas;

(g) Any use or activity that causes or presents a substantial risk of causing soil erosion;

(h) The cutting of live trees or other plant materials, except as necessary to control or prevent imminent fire hazard or to restore natural habitat areas or promote native vegetation;

(i) The construction, maintenance or erection of any signs or billboards within the Open Space Areas, except for nonobtrusive trail signs of a type and character consistent with a system of nature trails;

(j) The use of off-road vehicles, whether self-propelled or powered by engines;

(k) The filling, dredging or diking of Wetlands or Wetland Buffer Areas;

(l) Chemical spraying of emergent wetland vegetation except to protect native plant materials; this prohibition shall not apply to activities specifically permitted by DNR/DEQ upon permission being sought.

(m) The introduction of non-native plant or animal species which may compete with or result in the decline or elimination of native species of plants and animals.

Developer and the Association shall have the right to construct a system of trails through the Open Space Areas at locations and with materials and construction methods approved by the Township, the purpose of which shall be to provide the Owners and their families with a ready means of access to enjoy the Open Space Areas in the passive recreational way intended and thereby to improve the quality of life within the Condominium. No right of access by the general public to any portion of the Open Space Areas is conveyed or created by these provisions. During the Development and Sales Period, the Developer shall be entitled to make such changes within the Open Space Areas as Developer may determine in Developer's sole discretion without approval by any Co-owner or mortgagee and subject only to approval by the Township, the Michigan Department of Natural Resources and any other public agency having jurisdiction.

4. Specific prohibitions. Without limiting the generality of the preceding provision in this article, the use of the project and all common elements by any co-owner shall be subject to the following restrictions:

a. No part of a unit may be rented and no transient tenants may be accommodated in a unit. However, this restriction shall not prevent the rental or sublease of an entire unit for residential purposes or of a limited common element appurtenant to a unit as provided in Article IX.

b. No co-owner shall make any alterations, additions, or improvements to any general common element or make changes to the exterior or structure of a unit or limited common elements without written approval from the association. The association shall not approve any alterations or structural modifications that would jeopardize or impair the soundness, safety, or appearance of the project. An owner may make alterations, additions, or improvements within a unit without written approval from the board, but the owner shall be responsible for any damage to other units, the common elements, the property, or any part of them that results from such alterations, additions, or improvements.

c. No nuisances shall be permitted on the condominium property, nor shall any use or practice that is a source of annoyance to the residents or that interferes with the peaceful possession or proper use of the project by its residents be permitted.

d. No immoral, improper, offensive, or unlawful use shall be made of the condominium property or any part of it, and *nothing* shall be done or kept in any unit or on the common elements that would increase the insurance premiums for the project without written consent from the board. No co-owner shall permit anything to be done or kept in a unit

or on the common elements that would result in the cancellation of insurance on any unit or on any part of the common elements or that would violate any law.

e. No signs, banners, or advertising devices shall be displayed that are visible from the exterior of any unit or on the common elements, excepting "for sale" signs not exceeding 2' x 3", without written permission from the association or the managing agent.

f. No permanent clothes lines or similar apparatus shall be installed on any premise. No co-owner shall install any radio or television antenna, window air-conditioning unit, awning, or other equipment, fixtures, or other items without written permission from the board or the managing agent. These restrictions shall not be construed to prohibit a co-owner from placing and maintaining outdoor furniture and decorative foliage of a customary type and appearance on a deck, patio, or stoop that is limited common element appurtenant to a unit.

g. No animal shall be permitted to run loose on the common elements, limited or general, and the owner of each pet shall be responsible for cleaning up after it. No outside kennels or animal shelter designed to house more than 1 (one) animal shall be erected, installed, or maintained on any part of these premises.

h. The association may charge any co-owner maintaining animals a reasonable additional assessment to be collected as provided in those bylaws if the association determines such assessment to be necessary to defray the maintenance costs to the association of accommodating animals within the condominium. The association may also, without liability to the owner, have any animal removed from the condominium if it determines that the presence of the animal violates these restrictions. Any person who permits any animal to be brought on the condominium property shall indemnify the association for any loss, damage, or liability the association sustains as a result of the presence of the animal on the condominium property.

i. No mobile home, shack, garage, accessory building, outbuilding, or other temporary structure shall be erected, occupied, or used on the condominium property without written consent from the association. No recreational vehicles, boats, or trailers shall be parked or stored outside of a closed garage on the condominium property for more than 7 (seven) days without written approval from the association, and no snowmobile or other motorized recreational vehicle shall be operated on the condominium property. No maintenance or repair shall be performed on any boat or vehicle except within a garage or unit where it is totally isolated from public view.

j. No more than 2 (two) automobiles or other vehicles customarily used for transportation shall be kept outside a closed garage on the condominium property by persons residing in a unit, and no automobiles or other vehicles that are not in operating condition shall be permitted on the condominium property except in an enclosed garage. No commercial vehicles or trucks shall be parked on the condominium property except in enclosed garages. No such commercial vehicle or truck shall exceed one ton

capacity rating. Exceptions to this shall be commercial vehicles and/or trucks making deliveries or pick-ups to individual units, in the normal course of business. No vehicle shall be parked overnight on the road.

k. The common elements shall not be used to store supplies or personal property (except in garages and upon other areas specifically designated for this purpose). Trash and refuse shall be placed only in approved containers. Trash and refuse shall be removed by an approved disposal company only.

l. In the absence of an election to arbitrate pursuant to Article X of these bylaws, a dispute or question whether a violation of any specific regulation or restriction in this article has occurred shall be submitted to the board of directors of the association, which shall conduct a hearing and render a written decision. The board's decision shall bind all owners and other parties that have an interest in the condominium project.

5. Character and size of structure.

a. No house or other building shall be commenced, erected or maintained in the project, nor shall any addition, change or alterations be made to any structure except interior alterations until the plans and specifications, as hereinafter specified, showing the nature, kind, shape, height, materials, color scheme, location on unit and approximate cost of such structure, shall have been submitted and approved in writing by the Developer, or its authorized representative, as hereafter specified. A copy of such approved plans and specifications shall be filed permanently with the Developer, or authorized representative.

b. Above-ground pools shall not be permitted. Any other pools shall be further subject to any restrictions or regulations of Hartland Township, and/or the Board and any applicable state statutes and regulations.

c. If any of the floor of the main level or the first floor of any proposed house is more than two feet (2') above natural grade of the land immediately in front of such house, the Developer, or its authorized representative, shall have the right, in its sole discretion, to require the submission of a grading plan for approval. Upon such request, satisfactory grading plan shall be submitted to it and no construction upon the unit shall proceed until the written approval for the same is given. Any foundations exposed above grade shall be covered with the same materials as the exterior vertical surfaces as hereinafter provided or such other surface(s) as approved by Developer.

d. The Developer, or its authorized representative, shall have the right to refuse to approve any such plans or specifications which are not suitable or desirable in its opinion, for aesthetic or other reasons. In evaluating such plans and specifications, the Developer, or its successor, shall have the right to take into consideration the suitability of any proposed house, outbuilding or other structure (including but not limited to color and style) to be built on the proposed site, and whether such will blend harmoniously with the adjacent or neighboring properties.

e. Twenty-five percent (25%) of the surface area of all vertical exterior surfaces shall be of natural materials, such as stone, brick, or wood. Vinyl, aluminum or similar materials may be permitted on an area not to exceed seventy-five per cent (75%) of the surface area of vertical exterior surfaces [excluding doors and windows]. Vertical exterior surfaces shall not include roofs and overhangs. In addition to these vertical surface areas, vinyl, aluminum or similar materials may be permitted on gables, overhangs and downspouts. All windows shall be constructed of wood or vinyl material. Vinyl or aluminum clad wood windows shall be permitted.

f. Satellite dish antennae (antennae over 3-foot in diameter) solar collectors, or other mechanisms or apparatus in connection therewith, shall not be permitted in the front of any unit or structure thereon and the same shall not be visible from any road or from any unit within the project. Abnormally tall radio or television antennas including, but not limited to, ham radio towers, shall not be permitted. Determination as to what constitutes an abnormal height for such apparatus shall be in the sole discretion of the Developer, its authorized representative or the association. In no event shall such dishes, etc., be permitted in the front of the property affected

g. All residences shall have the following minimum size:

1. One (1) story -one thousand, four hundred square feet (1,400 sq. ft.)
2. One and one-half story -one thousand, two hundred square feet (1,200 sq. ft.) on the first floor, with a minimum of one thousand, eight hundred square feet (1,700 sq. ft.) total
3. Two story - eighteen hundred square feet (1,700 sq. ft.)
4. Bi-levels, two thousand square feet (2,000 sq. ft.) Per level.
5. Tri-levels and quad-levels, eighteen hundred square feet (1,800 sq. ft.) Combined total for the two main levels with a minimum overall total of twenty four hundred square feet (2,400 sq. ft.)

h. Garages, basements and any rooms, finished or unfinished, in a walk-out lower level shall not be included in computing square footage of floor areas. In no event shall any structure be more than two and one-half (2 & ½) stories above ground level. No story or floor above the first floor level shall be larger in size than any floor or story on a lower level. Cantilevered structures may be allowed if specifically approved by the Developer or successor.

i. Minimum width for residential structures shall be established by the Developer, or its authorized representative.

j. All houses shall have at least a two (2) car attached garage, and no house shall have more than a three-car attached garage.

k. All units shall have hard surfaced driveways and sidewalks installed within six (6) months after completion of the structure or after occupancy whichever shall first occur. In the case of driveways, "hard surface" shall be defined as being concrete, asphalt or brick, and shall include any area regularly used or intended to be used for vehicular traffic or vehicular parking. Surfaces of other similar hard materials may be permitted at the sole discretion of the Developer, or its successor. In the case of sidewalks, "hard surface" shall mean concrete.

6. Outbuildings. One (1) outbuilding may be permitted to be built on any unit, provided, however, that the outbuilding has the following characteristics:

- a. No outbuilding shall exceed one hundred and twenty square feet (120 sq. ft.)
- b. No outbuilding shall exceed one (1) story, with a maximum gable height of 12 feet and maximum vertical wall/stud height of eight feet.
- c. An outbuilding shall have exterior finished materials of the same quality as and consistent with the dwelling on the unit.
- d. An outbuilding shall be located only in the rear yard of a unit and shall meet or exceed the minimum set back requirements established herein.
- e. An outbuilding shall be architecturally approved in the same manner as a dwelling and the design features of an outbuilding shall be similar and of the same quality as the dwelling on the lot.

7. Unit size. No unit shall be reduced in size without the written consent of the Developer.

8. Front rear and side building lines. A minimum spacing between buildings and from all unit lines shall be no less than the minimum requirements established by the condominium service and as established by the applicable zoning ordinance, as may be amended from time to time, provided, however, that all rear yard setbacks shall not be less than twenty feet (20') from the rear unit line. Side yard setbacks on corner units shall be equal to the required front yard setback.

- a. Anything herein to the contrary notwithstanding, the minimum distances established herein may be reduced or varied to the extent permitted or waived by the Zoning Board of Appeals for Hartland Township, or its successor, provided, however, that such reduction, variance or waiver has the prior written consent of the Developer, its authorized representative, or the association.
- b. All houses erected in the project shall have the front building lines within twenty-five feet (25 ) of the average set back established by the house or houses on the adjoining units. These requirements may be waived by the Developer, or its authorized representative, and the Developer, or its authorized representative

may grant variances due to topographical, soil or other conditions. In the event that there are no houses constructed on the units adjoining the proposed house, the Developer, or its authorized representative, may, in its sole discretion, determine the proper location of the front building line for the proposed house.

- c. All yard areas of units on which houses are constructed or other approved outbuilding is constructed, shall be maintained, and all front yards shall have maintained lawns, except upon those lots upon which the presence of existing trees make such lawns impractical. Front yards are defined as the area of land whose perimeter are any right-of-way, the side unit lines, and a line paralleling the road right-of-way which line intersects with the rear of the residence or home on such unit. Any corner units (meaning any unit which has frontage on more than one road) shall be deemed to have two (2) front yards, each of which faces the adjoining roads. Maintained lawns shall mean lawns of a uniform recognized grass type of lawns, regularly cut to a uniform height appropriate for such grass in residential association. Maintained yards shall mean all yard areas are kept regularly cut or mowed to an appropriate height for such vegetation in a residential association. Lawns and other ground cover for yards shall be installed on a unit within nine (9) months after completion of the structure or after occupancy, whichever shall first occur. Maintained yards and lawns shall include the area between any road right-of-way and the paving adjacent to any unit. No lawn, plant, or tree fertilizer other than that approved by the Developer or his successor as being "lake-friendly" shall be used within the bounds of the project. In no event shall any fertilizer be used closer than 75 feet from any lake.
- d. Any future walk paths as may be constructed shall be for the sole use of the Co-Owners and their guests. The Association shall maintain any such paths. Paths are to be used for walking, jogging, and cross-country skiing only and may not be used for bicycling. No motorized outdoor recreational vehicle, motorcycle or automobile may be operated on any such paths. The Association may adopt other rules and regulations regulating the use of such paths.
9. Sight distance at intersections. No fence, wall, earth berm, hedge or shrub planting, or other barrier which obstructs sight lines at elevations between two feet (2') and six feet (6') above the grade of the roadways shall be placed or permitted to remain on any corner unit within the triangular area formed by the street property lines and a line connecting them at points located twenty-five feet (25') from the intersection of the street lines. In the case of rounded property corner, such measurement shall be from the intersection of the property lines extended. Such sight line limitations shall apply to any unit within ten feet (10') from the intersection of a street property line with the side lines of a driveway pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained as sufficient height to prevent obstruction of such sight lines.

10. Fences berms and other barriers. No fence, wall, or other barrier, may be erected on any unit without the written approval of the Developer, its authorized representative or the association which approval may be withheld for any reason, except swimming pool fences or other fences required by law or ordinance. The Developer, or its authorized representative, reserves the right to approve the location, design and materials for all fences or other such barriers, including required fencing. Dog runs may be permitted, at the sole discretion of the Developer, its authorized representative or the association and shall be limited to one (1) per unit or building site.
11. Easements for utilities. Private easements for public and private utility installation, and maintenance thereof, are expressly reserved as recorded in the master deed and/or county register of deeds. Certain of said easements are also subject to separate agreements made or to be made by Developer with Michigan Bell Telephone Company, Detroit Edison and/or Consumers Power Company, and such agreements are or shall be a matter of public record. Ownership of all units within the project are subject to the grants of such easements and restrictions upon use of the property as contained in such easement agreements.
12. Architectural and plan approval.
  - a. No building permit shall be applied for, nor shall any grading, clearing or construction activity of any kind whatsoever be commenced, erected or maintained on any unit, nor shall any addition to or change or alteration to any existing building, structure or grade be made, until such time as the proposed plans, specifications and building elevations and finish grading proposals are delivered to the Developer, its authorized representative or the association, and written approval is obtained, or there is a failure to act upon the same as proved herein. Such approval is hereby established as a necessary method of guiding the development of the condominium as a planned and restricted community.
  - b. Within ten (10) days after submission of such plans, specifications, building elevations and finish grading plans, the Developer, its authorized representative, or the association, shall approve or disapprove the request. Failure to act within the said period will constitute approval as submitted, except that failure to obtain approval because of the lapse of time shall not give the unit owner the right to deviate from the requirements of these building and use restrictions, nor the right to deviate from the finish grade shown on the engineering plans filed with and approved by Hartland Township.
  - c. No structure, earth fill, landscaping or other obstruction which would interfere with the free passage of drainage waters is to be place on or adjacent to a drainage area.
  - d. The Developer may delegate to an agent of its choice the authority to approve all structures and fences on all units in the association. Such authority shall be given in writing only. The Developer, in its sole discretion, may assign at any time all of its rights

and privileges hereunder to the Association, as hereinafter defined. At such time as the Developer no longer owns or has an interest in any unit in the association, the association, as hereinafter defined shall automatically succeed to all of the rights and privileges of the Developer hereunder.

13. Zoning. Any construction, building, use, activity or the like undertaken or engaged in on or about the condominium project or in any unit shall comply with all the Hartland Township ordinances including but not limited to its Zoning ordinance including any later amendments of same.

14. Rules of conduct. The board may promulgate and amend reasonable rules and regulations concerning the use of condominium units and limited and general common elements. The board shall furnish copies of such rules and regulations to each co-owner at least 10 days before they become effective. Such rules and regulations may be revoked at any time by the affirmative vote of more than 66 percent of all co-owners, in number and in value.

15. Remedies on breach. A default by a co-owner shall entitle the association to the following relief:

- a. Failure to comply with any restriction on use and occupancy in these bylaws or with any other provisions of the condominium documents shall be grounds for relief, which may include an action to recover sums due for damages, injunctive relief, the foreclosure of a lien, or any other remedy that the board of directors determines is appropriate as may be stated in the condominium documents, including the discontinuance of services on seven days' notice, the levying of fines against co-owners after notice and hearing, and the imposition of late charges for the nonpayment of assessments. All such remedies shall be cumulative and shall not preclude any other remedies.
- b. In a proceeding arising because of an alleged default by a co-owner, if the association is successful, it may *recover the* cost of the proceeding and actual attorney fees as the court may determine.
- c. The failure of the association to enforce any provision of the condominium documents shall not constitute a waiver of the right of the association to enforce the provision in the future.
- d. A Co-owner may maintain an action against the association of co-owners and its officers and directors to compel these 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.

16. Use by the developer. While a unit is for sale by the developer, the developer and its agents, employees, contractors, subcontractors, and their agents and employees may access any part of the project as is reasonably required for the purpose of the sale. Until all the units in the project have been sold by the developer and each unit is occupied by the purchaser, the developer may maintain a sales office, model dwellings, a business office, a construction office, trucks, other construction equipment, storage areas, and customary signs to enable the development and sale of the entire project. The developer shall restore all areas and equipment to habitable status when it is finished with this use. Any activities of the developer pursuant to this section shall be at the developers own expense.

#### ARTICLE VIII MORTGAGES

1. Mortgage of condominium units. Any co-owner who mortgages a condominium unit shall notify the association of the name and address of the mortgagee, and the association shall maintain such information in a book entitled "Mortgagees of units." At the written request of a mortgagee of any unit, the mortgagee may a) inspect the records of the project during normal business hours, on reasonable notice; b) receive a copy of the annual financial statement of the association, which is prepared for the association and distributed to the owners; and c) receive written notice of all meetings of the association and designate a representative to attend all such meetings. However, the associations failure to fulfill any such request shall not affect the validity of any action taken or decision made.

2. Notice of insurance. The Unit owner shall notify each mortgagee appearing in the book of mortgagees of the name of each company insuring the condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and of the amounts of such coverage.

3. Rights of mortgagees. Notwithstanding any other provision of the condominium documents, except as required by law, any first mortgage of record of a condominium unit is subject to the following provisions:

a. The holder of the mortgage is entitled, on written request, to notification from the association of any default by the mortgagor in the performance of the mortgagor's obligations under the condominium documents that is not cured within 30 days.

b. The holder of any first mortgage that comes into possession of a condominium unit pursuant to the remedies provided in the mortgage, deed, or assignment in lieu of foreclosure shall be exempt from any option, right of first refusal, or other restriction on the sale or rental of the mortgaged unit, including restrictions on the posting of signs pertaining to the sale or rental of the unit.

c. The holder of any first mortgage that comes into possession of a condominium unit pursuant to the remedies provided in the mortgage, deed, or assignment in lieu of foreclosure shall receive the property free of any claims for unpaid assessments or charges against the mortgaged unit that have accrued before the holder comes into possession of the unit (except for claims for a pro rata share of assessments or charges resulting from a pro rata reallocation of assessments charged to all units, including the mortgaged unit). The unpaid assessments are deemed to be common expenses collectible from all of the condominium unit owners including such persons, its successors and assigns.

4. Additional notification. When notice is to be given to a mortgagee, the board of directors shall also notify the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans Administration, the Federal Housing Administration, the Farmer's Home Administration, the Government National Mortgage Association, or any other public or private secondary mortgage market entity participating in purchasing or mortgages of units in the condominium if the board of directors has received notice of the entity's participation.

#### ARTICLE IX LEASES

1. Notice of leases. (Single family residential purposes only) Any co-owner, including the developer, who desires to rent or lease a condominium unit for more than 30 consecutive days shall inform the association in writing at least 10 days before presenting a lease form to a prospective tenant and, at the same time, shall give the association a copy of the exact lease form for its review for compliance with the condominium documents. No unit shall be rented or leased for less than 60 days without written consent from the association. If the developer proposes to rent condominium units before the transitional control date, it shall notify either the advisory committee or each co-owner in writing.

2. Terms of leases. Tenants and non-co-owner occupants shall comply with the provisions of the condominium documents of the project, and all lease and rental agreements shall state this condition.

3. Remedies. If the association determines that any tenant or non-co-owner occupant has failed to comply with the provisions of the condominium documents, the association may take the following actions:

a. The association shall notify the co-owner by certified mail addressed to the co-owner at the co-owner's last known residence of the alleged violation by the tenant.

- b. The co-owner shall have 15 days after receiving the notice to investigate and correct the alleged breach by the tenant or to advise the association that a violation has not occurred.
- c. If, after 15 days, the association believes that the alleged breach has not been cured or might be repeated, it may institute an action for eviction against the tenant or non-co-owner occupant and a simultaneous action for money damages (in the same or another action) against the co-owner and the tenant or non-co-owner occupant for breach of the provisions of the condominium documents. The relief stated in this provision 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 the tenant.

**4. Assessments.** When a co-owner is in arrears to the association for assessments, the association may notify any tenant occupying a co-owner's unit under a lease or rental agreement of the arrearage in writing. After receiving such a notice, the tenant shall deduct from rental payments due to the co-owner the full arrearage and future assessments as they fall due and shall pay them to the association. Such deductions shall not be a breach of the rental agreement or lease.

#### ARTICLE X ARBITRATION

1. **Submission to arbitration.** Any dispute, claim, or grievance relating to the interpretation or application of the master deed, bylaws, or other condominium documents among co-owners or between owners and the association may, on the election and written consent of the parties to the dispute, claim, or grievance and written notice to the association, be submitted to arbitration by the arbitration association. The parties shall accept the arbitrator's award as final and binding. All arbitration under these bylaws shall proceed in accordance with MCLA 600.5001 et seq., MSA 27A.5001 et seq. and applicable rules of the American Arbitration Association unless otherwise agreed by the parties.
2. **Disputes involving the developer.** A contract to settle by arbitration may also be signed by the developer and any claimant with a claim against the developer that may be the subject of a civil action, subject to the following conditions:
  - a. At the exclusive option of a purchaser, co-owner, or person occupying a restricted unit in the project, (pursuant to section 104 (b) and section 144 of the Act) the developer shall sign a contract to settle by arbitration a claim that may be the subject of a civil action against the developer that involves less than \$2, 500 and arising out of or relates to a Purchase agreement, condominium unit, or the project.

- b. At the exclusive option of the association of co-owners, the developer shall sign a contract to settle by arbitration a claim that may be the subject of a civil action against the developer that arises out of or relates to the common elements of the project and involves less than \$10,000.
3. Preservation of rights. The election of a co-owner or the association to submit a dispute, claim, or grievance to arbitration shall preclude that party from litigating the dispute, claim, or grievance in the courts. However, except as otherwise stated in this article, no interested party shall be precluded from petitioning the courts to resolve a dispute, claim, or grievance in the absence of an election to arbitrate.

**ARTICLE XI  
MISCELLANEOUS PROVISIONS**

1. Severability. If any of the provisions of these bylaws or any condominium document are held to be partially or wholly invalid or unenforceable for any reason, that holding shall not affect, alter, or impair any of the other provisions of these documents or the remaining part of any provision that is held to be partially invalid or unenforceable. In such an event, the documents shall be construed as if the invalid or unenforceable provisions were omitted.
2. Notices. Notices provided for in the Michigan Condominium Act, the master deed, and the bylaws shall be in writing and shall be addressed to the association at 10470 Highland Road, Hartland, Michigan or to the co-owner at the address stated in the deed of conveyance, or to either party at a subsequently designated address. The association may designate a different address by notifying all co-owners in writing. Any co-owner may designate a different address by notifying the association in writing. Notices shall be deemed delivered when they are sent by U.S. mail with the postage prepaid or when they are delivered in person.
3. Amendments. These bylaws may be amended or repealed only in the manner stated in Article VII of the master deed.

BYLAWS OF HARTLAND LAKES ESTATES CONDOMINIUM ASSOCIATION

ARTICLE I  
CONDOMINIUM BYLAWS

The condominium bylaws of Hartland Lakes Estates Condominium, attached as a part of the master deed for the project and recorded with the Register of Deeds of Livingston County, Michigan' are incorporated by reference and adopted in their entirety as a part of the bylaws of this corporation.

ARTICLE II  
MEETINGS AND QUORUMS

1. Membership meetings. The initial meeting of the members, in the absence of a special call by the board of directors, shall be held on the call of the developer by the time required for the meeting in the condominium bylaws. At this meeting, the directors elected at the first meeting of incorporators shall resign and a new board of directors shall be elected by the members as provided in these bylaws.
2. Annual meetings of members. After the initial meeting, an annual meeting of members shall be held each year at the date, time, and place that the board of directors designates. Notice of all annual meetings shall be given as provided in the condominium bylaws.
3. Delayed annual meeting of members. If, for any reason, the annual meeting is not held on the designated day, the meeting may be called and held as a special meeting with the same proceedings as at an annual meeting.
4. Special meetings of members. The president, a majority of the directors of the board, or a group of co-owners with at least 20 percent of the votes entitled to notice of the meeting may call special meetings of the members. Notice of special meetings shall be provided in the same manner as for annual meetings.
5. Organizational meetings of the board. At the same place and immediately following the annual meeting of members, the board as constituted on the final adjournment of that annual meeting shall convene to elect officers and transact any other business properly proposed. If a majority of the directors consent, the organizational meeting may be held at a different time and place.
6. Regular Meetings of the Board. In addition to its organizational meeting, the board may hold regular meetings at other times and places that it designates. Notice of regular meetings shall be given to each director personally or by mail, telephone, or telegraph at least five days before the meeting.

7. Special meetings of the board. The president or any two directors may call special meetings of the board by giving written notice to each director of the time, place, and purpose of the meeting at least three days before the meeting.

8. Notice and mailing. All written notices required by these bylaws shall state the authority under which they are issued (e.g., "by the order of the president" or "by the order of the board of directors") and shall bear the written, printed, or typed name and signature of the secretary. Each such notice shall be deemed served when it has been deposited in the U.S. mail, with postage fully prepaid, plainly addressed to the addressee at the last address appearing in the membership records of the corporation.

9. Waiver of notice. Notice of the time, place, or purpose of any meeting of the members or of the board may be waived by telegram, cablegram, or other writing, either before or after the meeting has been held. Attendance at any meeting of the board constitutes a waiver of notice, unless a director attends for the purpose of objecting to the transaction of any business because the meeting has not been lawfully convened.

10. Quorums. A quorum of the members shall be as stated in the condominium bylaws. The majority of the directors in office or of the members of any committee shall constitute a quorum for the transaction of business. Members or directors present or represented at any such meeting may continue to do business until adjournment, notwithstanding the withdrawal of enough persons to leave less than a quorum, and may adjourn the meeting for no more than 30 days, without notice other than an announcement at the meeting, until a quorum is present or represented.

### ARTICLE III THE BOARD OF DIRECTORS

1. Number and terms. The business, property, and affairs of the corporation shall be managed by a board of directors composed of at least three but not more than seven members. The number of persons composing each board shall be determined by a vote of the members before the establishment of the board. If a motion is not made and carried to increase or decrease the number of directors, the board shall consist of the same number of persons as composed the previous board of directors. In addition, the members may, by making and passing a resolution, provide that, in lieu of annually electing all directors, the directors be divided into two or three classes, each to be as nearly equal in number as possible, with terms of office such that the terms of the directors in the first class will expire at the first annual meeting following their election, the terms of the second class will expire at the second annual meeting after their election, and the terms of the third class will expire at the third annual meeting after their election. At each annual meeting after such a classification of the board of directors, a number of directors equal to the number of the class whose term is expiring shall be elected to hold office until the second succeeding annual meeting if there are two classes or until the third succeeding annual meeting if there are three classes. However,

until the initial meeting of the members as required by the condominium bylaws, the directors named in the articles of incorporation and their successors shall serve.

2. Qualification. Except for members of the first board, each director shall be a co-owner or the spouse of a co-owner (or, if a co-owner is a trustee of a trust, a beneficiary of the trust or, if a co-owner or such a beneficiary is a corporation or a partnership, an officer, a partner, or an employee of the co-owner or beneficiary). If a director ceases to qualify during the director's term, that person shall cease to be a director, and the director's place on the board shall be deemed vacant.

3. Vacancies. Vacancies on the board may be filled by the affirmative vote of a majority of the remaining directors, even if there remains less than a quorum of the board. Each person elected to fill a vacancy shall remain a director until a successor has been elected and qualified. The term of the newly elected director shall equal that remaining for the director whose death or resignation created the vacancy.

4. Resignation and removal. A director may resign at any time, and such a resignation shall take effect when the association receives written notice or at a later time as stated in the notice of resignation. Any or all of the directors may be removed, with or without cause, by a vote of a majority of the co-owners, in number and in value.

5. Action by written consent. If all the directors consent in writing to any action to be taken by the corporation, either before or after the action, the action shall be a valid corporate action as if it had been authorized at a meeting of the board.

6. Powers and duties. In addition to the powers and duties imposed or permitted by law, by these bylaws, and by resolutions of the members of the association, the board of directors shall have all powers and duties necessary to administer the affairs of the condominium as stated in the condominium bylaws.

7. Rules and regulations. The board of directors shall propose regulations for the use and enjoyment of the units and the common elements of the condominium and other rules and regulations as necessary to maintain and operate the condominium. All such regulations and amendments to them shall be adopted and promulgated in the manner stated in the condominium bylaws. All rules and regulations imposed by the first board of directors before the initial meeting of members shall bind all subsequent members unless this provision is amended as provided in these bylaws.

8. Compensation. Directors shall receive no compensation for their services as directors unless expressly provided for in resolutions adopted by at least 60 percent of all co-owners, in number and in value.

#### ARTICLE IV

## OFFICERS

1. Designation and terms. The board shall elect a president, a secretary, and a treasurer and may also elect one or more vice presidents, assistant secretaries, and assistant treasurers as the needs of business require. Each officer shall hold office for one year and until a successor is elected and qualified. No officer shall receive any compensation from the corporation for acting as an officer.
2. The president. The president shall be the chief executive officer of the corporation. The president shall preside over all meetings of the members and of the board and shall be an ex officio member of all standing committees.
3. The secretary. The secretary shall attend all meetings of the members, of the board, and of the executive committee and shall preserve, in records of the corporation, true minutes of the proceedings of all such meetings. The secretary shall safely keep the seal of the corporation and shall have the authority to affix the seal to all documents on which its use is required. The secretary shall give all notices required by statute, these bylaws, or resolutions and shall perform other duties that the board or the executive committee delegates to the secretary.
4. The treasurer. The treasurer shall have custody of all corporate funds and securities and shall keep, in records of the corporation, full and accurate accounts of all receipts and disbursements. The treasurer shall deposit all monies, securities, and other valuable property of the corporation in such depositories the board designates. The treasurer shall disburse the funds of the corporation as the board orders, taking proper vouchers for such disbursements, and shall render to the president and directors at regular meetings of the board and whenever they request an account of all the treasurer's transactions and of the financial condition of the corporation.
5. Vacancies. Vacancies in any office may be filled by the affirmative vote of a majority of the remaining members of the board at any regular or special meeting. Each person appointed to fill a vacancy shall remain an officer for a term equal to that remaining for the officer whose death or resignation creates the vacancy and until a successor is elected and qualified.
6. Resignation and removal. An officer may resign at any time, and such a resignation shall take effect when the association receives written notice or at a later time as stated in the notice of resignation. Any or all of the officers may be removed, with or without cause, by the vote of a majority of the board of directors.

## ARTICLE V INSURANCE AND INDEMNIFICATION

1. Scope of indemnification. The corporation shall indemnify to the fullest extent authorized or permitted by the Michigan Nonprofit Corporation Act any person, estate, or personal representative who is made or threatened to be made a party to an action, suit, or proceeding (civil, criminal, administrative, or investigative) because the party is or was a director or an officer of the corporation or serves or served in any other enterprise at the request of the corporation. Parties who are not directors or officers of the corporation may be similarly indemnified for services rendered to the corporation or at the request of the corporation to the extent authorized at any time by the board of directors of the corporation. The provisions of this article shall apply to directors and officers who have ceased to render such service and shall benefit their heirs, personal representatives, executors, and administrators. The right of indemnification provided in this article shall not be exclusive, and the corporation may indemnify any person, by agreement or otherwise, on whatever conditions the board of directors of the corporation approves. Any agreement for the indemnification of a director, an officer, an employee, or another party may provide indemnification rights that are broader or otherwise different than those stated in the Michigan Nonprofit Corporation Act, unless such rights are otherwise prohibited by law.

2. Authorization of indemnification. Any indemnification under this article (unless ordered by a court) shall be made by the corporation only after 10 days' written notice to all co-owners of the facts surrounding the request for indemnification, when authorized in the specific case on a determination that the indemnification of the director, officer, employee, or agent is proper in the circumstances because the party has met the applicable standard of conduct stated in this article. Such a determination shall be made (a) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to the action, suit, or proceeding; (b) if such a quorum is not obtainable or, even if it is obtainable, if a quorum of disinterested directors so directs, by independent legal counsel (who may be the regular counsel of the corporation) in a written opinion; or (c) by the members.

3. Advancing expenses. Expenses incurred in defending a civil or criminal action, suit, or proceeding described in provision i of this article may be paid by the corporation in advance of the final disposition of the action, suit, or proceeding as authorized by the board of directors on receipt of an undertaking by or on behalf of the director, an officer, an employee, or an agent to repay the amount unless it is ultimately determined that the party is entitled to be indemnified by the corporation as authorized in this article.

4. Insurance. The corporation may purchase and maintain insurance on behalf of any party who is or was a director, an officer, an employee, or an agent of the corporation or who is or was serving at the request of the corporation as a director, an officer, an employee, or an agent of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against the party and incurred by the party in such a capacity or arising out of the party's status as such, whether or not the

corporation would have the power to indemnify the party against such liability under the provisions of this article.

5. Mergers. For the purpose of this article, references to the corporation include all constituent corporations absorbed in a consolidation or merger, as well as the resulting or surviving corporation, so that any person who is or was a director, an officer, an employee, or an agent of such a constituent corporation or who is or was serving at the request of such a constituent corporation as a director, an officer, an employee, or an agent of another corporation, partnership, joint venture, trust, or other enterprise shall stand in the same position under the provisions of this article with respect to the resulting or surviving corporation as that party would if the party had served the resulting or surviving corporation in the same capacity.

#### ARTICLE VI GENERAL PROVISIONS

1. Liability of members. The association and the board shall have the power to raise and the responsibility for raising, by special assessment or otherwise, any sums required to discharge its obligations under these bylaws. However, the liability of any co-owner arising out of any contract made by the directors; for other acts of the directors, officers, or committees; or out of the indemnity provisions of Article V shall be limited to the proportion of the total liability equal to the percentage of value of the co-owner's unit. Every agreement made by the directors, officers, committees, or managing agent on behalf of the co-owners shall provide that the persons signing the agreement are acting only as agents for the co-owners and shall have no personal liability under the agreement (except as co-owners) and that each co-owner's liability under the agreement shall be limited to the proportion of the total liability incurred equal to the percentage of value of the co-owner's unit.

2. The signing of documents. All checks, drafts, and orders for the payment of money shall be signed in the name of the corporation by whatever officers or agents the board designates. If the signing of any contract, conveyance, or other document of title has been authorized without the specification of the signing officers, the president or a vice president may sign in the name of the corporation without attestation, acknowledgment, or seal.

3. Fidelity bonds. The association may require that all officers, employees, and others who are responsible for handling funds obtain adequate fidelity coverage to protect against dishonest acts, the cost of which shall be an administration expense.

4. The seal. The seal of the corporation shall include the name of the corporation and the words "Corporate Seal, Michigan." The seal may be used by causing it or a facsimile to be impressed, affixed, or reproduced.

5. Fiscal year. The fiscal year of the corporation shall be fixed by a resolution of the board.

ARTICLE VII  
AMENDMENTS OF THE BYLAWS

These bylaws may be amended, added to, or repealed only in accordance with the provisions of the master deed for Hartland Lakes Estates Condominium.















**SURVEYORS CERTIFICATE:**

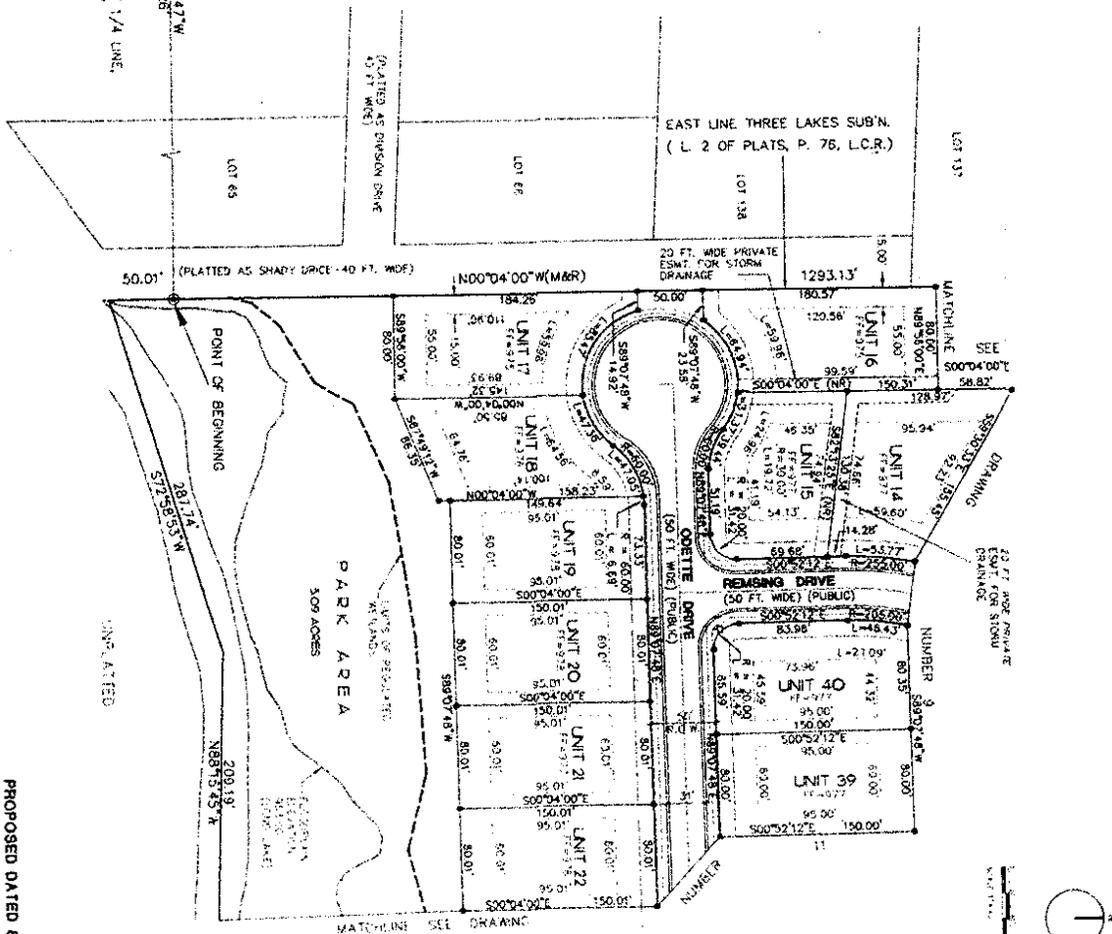
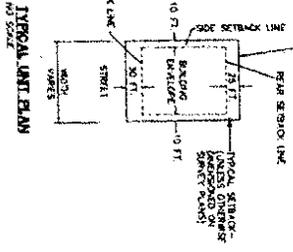
I, MARK A. BAILEY, PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY THAT THE SUBDIVISION PLAN KNOWN AS HARTLAND LAKES ESTATES, SECTION 27, HARTLAND TWP., MICHIGAN, AS SHOWN ON THE ACCOMPANYING DRAWING, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTOR'S SUPERVISION AND IN ACCORDANCE WITH THE PROVISIONS OF ACT NO. 246 OF THE PUBLIC ACTS OF 1928, THAT THE REQUIRED MEASUREMENTS HAVE BEEN LOCATED IN THE GROUND AS ENCLOSED HEREON, THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 246 OF THE PUBLIC ACTS OF 1928; THAT THE DETAILS AS SHOWN ARE NOTED ON SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 246 OF THE PUBLIC ACTS OF 1928.

Mark A. Bailey  
 MARK A. BAILEY, L.S. NO. 33023  
 110 E. GRAND AVENUE  
 HOWELL, MICHIGAN, 48843



**NOTES:**

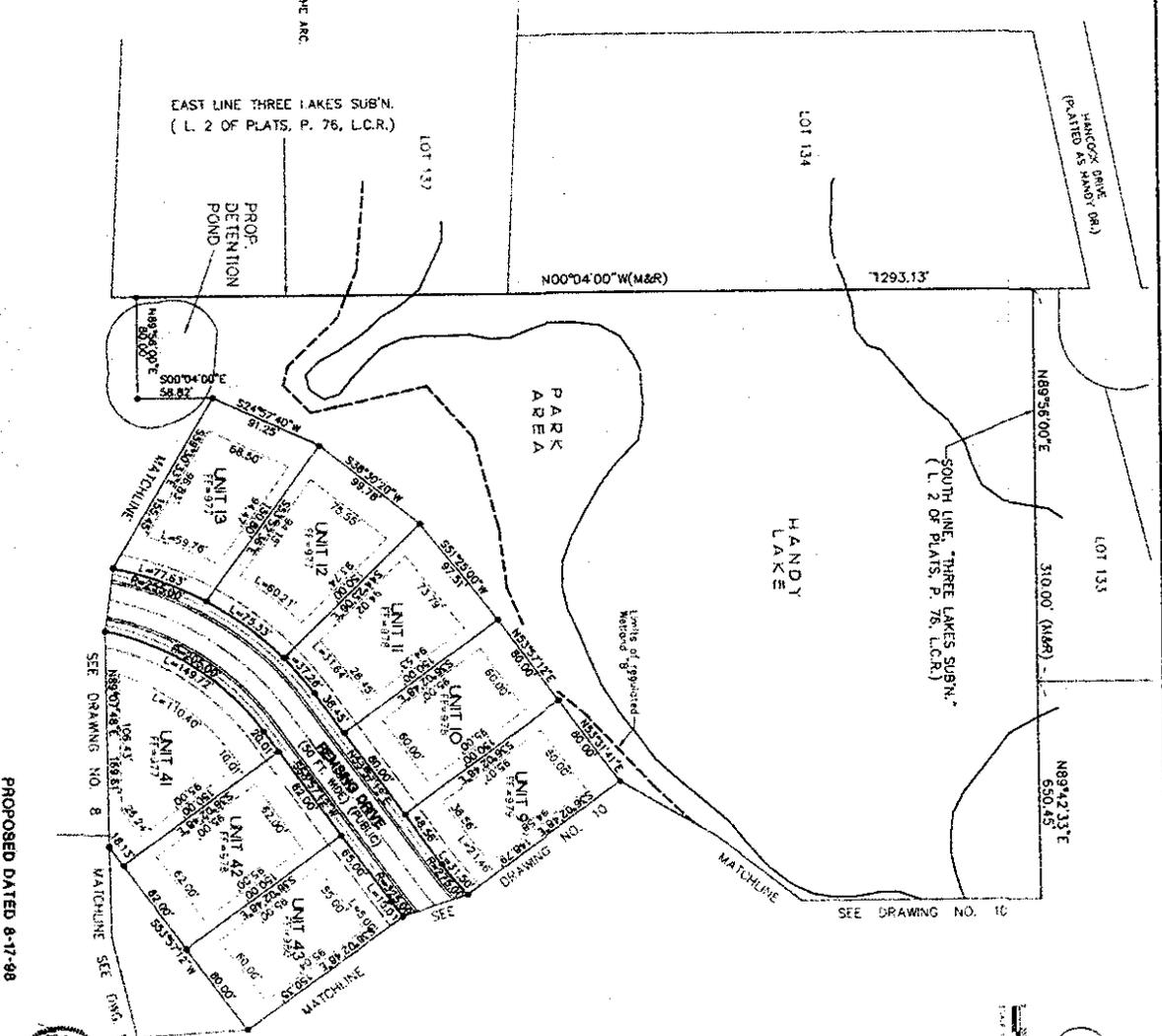
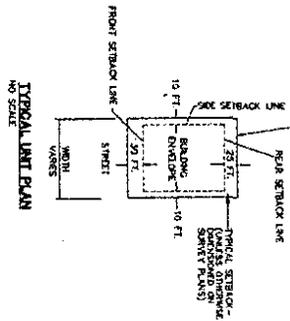
1. ALL DIMENSIONS ARE IN FEET. CURVILINEAR DIMENSIONS ARE SHOWN ALONG THE ARC.
2. ● UNIT CORNER MARKS TO BE SET WITHIN ONE YEAR OF COMPLETION.
3. ● EXTERIOR BOUNDARY MONUMENTS TO BE SET WITHIN ONE YEAR OF COMPLETION OF SITE WORK.
4. BEGINNINGS ESTABLISHED FROM THE PLAT OF "THREE LAKES SUBDIVISION", AS RECORDED IN LIBER 2 OF PLATS, PAGE 76, DIVISION COUNTY RECORDS.
5. (R) INDICATES NON RADIAL CURVE.
6. (R) INDICATES RADIAL CURVE.
7. R INDICATES RADIUS OF CURVE.
8. L INDICATES ARC LENGTH OF A CURVE.
9. FT. = 990 PROPOSED 1st FLOOR ELEVATION.



PROPOSED DATED 8-17-98

<p><b>ADVANTAGE CIVIL ENGINEERING</b></p>	<p><b>HARTLAND LAKES ESTATES</b>                  SITE CONDOMINIUM - SECTION 27, HARTLAND TWP.                  SURVEY PLAN</p>	<p>HARTLAND LAKES ESTATES PARTNERSHIP                  10470 HIGHLAND ROAD                  HARTLAND, MI 48863</p>
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- NOTES**
1. ALL DIMENSIONS ARE IN FEET. CURVILINEAR DIMENSIONS ARE SHOWN ALONG THE ARC.
  2. UNIT CORNER IRONS TO BE SET WITHIN ONE YEAR OF COMPLETION OF SITE WORK.
  3. EXTERIOR BOUNDARY MOVEMENTS TO BE SET WITHIN ONE YEAR OF COMPLETION OF SITE WORK.
  4. BEARINGS ESTABLISHED FROM THE PLAT OF "THREE LAKES SUBDIVISION" AS RECORDED IN LIBER 2 OF PLATS, PAGE 76, WASHINGTON COUNTY RECORDS.
  5. (M) INDICATES HIGH RAILWAY LINE.
  6. (R) INDICATES RADIAL LINE.
  7. (C) INDICATES ARC LENGTH OF A CURVE.
  8. (F) = 900' PROPOSED 1st FLOOR ELEVATION.



PROPOSED DATED 8-17-88



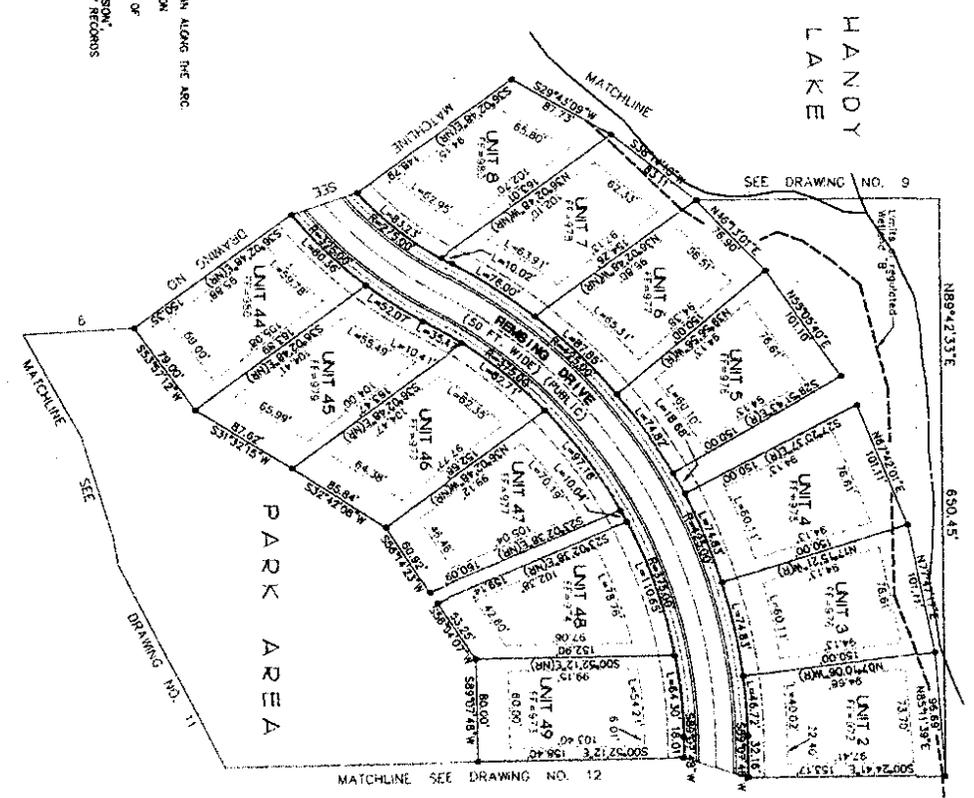
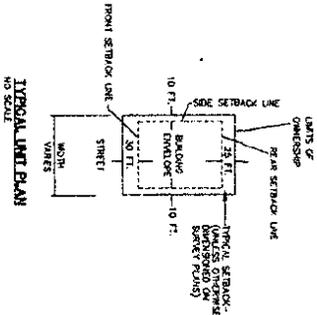
**ADVANTAGE CIVIL ENGINEERING**

**HARTLAND LAKES ESTATES**  
 SITE CONDOMINIUM - SECTION 27, HARTLAND TWP.  
 SURVEY PLAN

HARTLAND LAKES ESTATES PARTNERSHIP  
 10470 HIGHLAND ROAD  
 HARTLAND, ME 04533

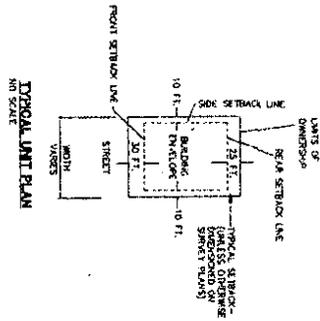
NO.	DATE	DESCRIPTION

- NOTES**
1. ALL DIMENSIONS ARE IN FEET. CURVILINEAR DIMENSIONS ARE SHOWN ALONG THE ARC.
  2. ● UNIT CORNER PINS TO BE SET WITHIN ONE YEAR OF COMPLETION.
  3. ● EXTREME BOUNDARY MONUMENTS TO BE SET WITHIN ONE YEAR OF COMPLETION OF SITE WORK.
  4. BEARINGS ESTABLISHED FROM THE PLAT OF "THREE LAKES SUBDIVISION" AS RECORDED IN BOOK 2 OF PLATS, PAGE 78, DIVISION COUNTY RECORDS.
  5. (CR) INDICATES HIGH RADIAL LINE.
  6. (R) INDICATES RADIAL LINE.
  7. R INDICATES RADII OF CURVE.
  8. L INDICATES ARC LENGTH OF A CURVE.
  9. FT = 100 PROPOSED 1st FLOOR ELEVATION.

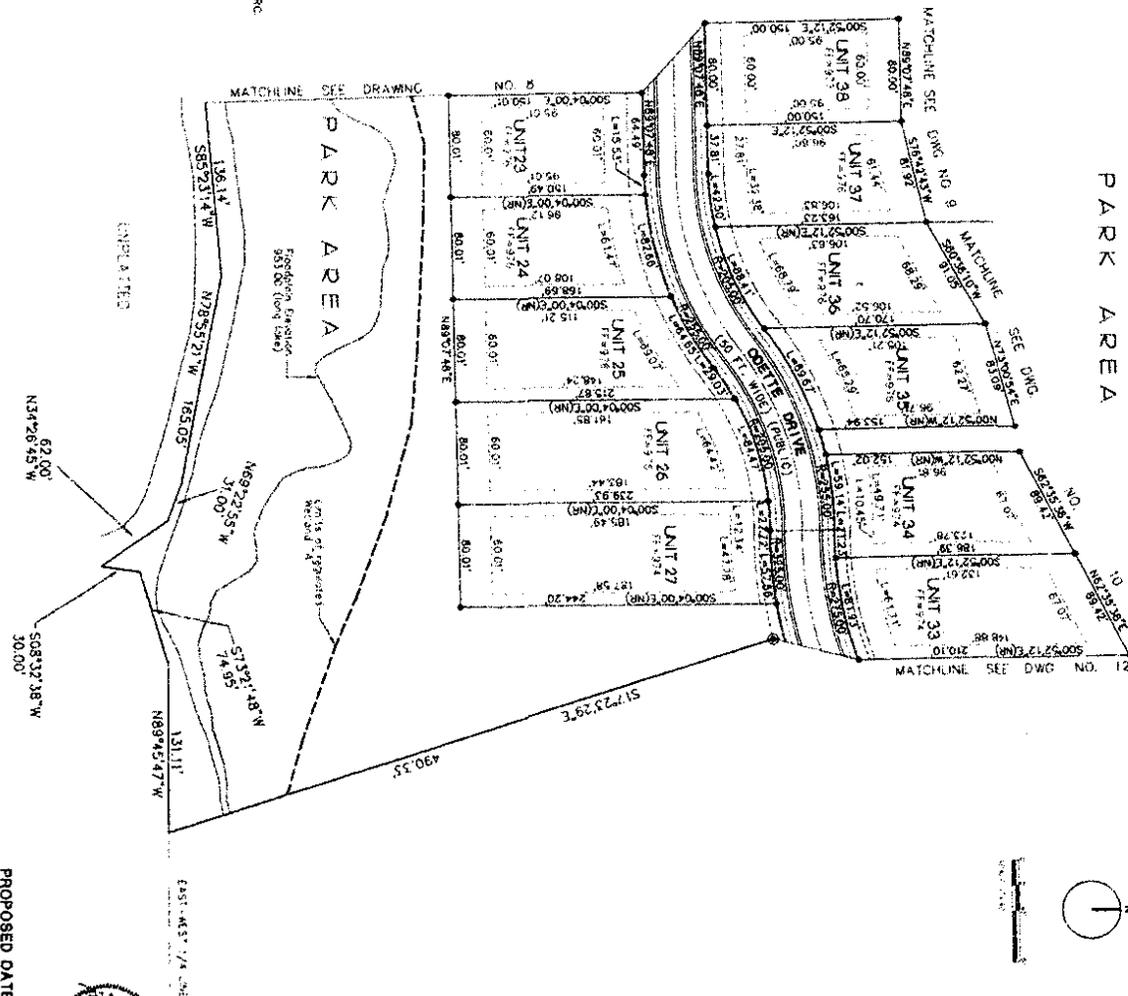


PROPOSED DATED 8-17-88

	<b>ADVANTAGE</b> CIVIL ENGINEERING	<b>HARTLAND LAKES ESTATES</b> SITE CONDOMINIUM - SECTION 27, HARTLAND TWP. SURVEY PLAN	HARTLAND LAKES ESTATES PARTNERSHIP 10470 HIGHLAND ROAD HARTLAND, ME 05553	RECORDS _____ _____ _____
	10			



- NOTES**
1. ALL DIMENSIONS ARE IN FEET. CURVATURE DIMENSIONS ARE SHOWN ALONG THE ARC.
  2. ● UNIT CORNER POINTS TO BE SET WITHIN ONE YEAR OF COMPLETION.
  3. ○ EXISTING BOUNDARY POINTS TO BE SET WITHIN ONE YEAR OF COMPLETION OF SITE WORK.
  4. BEARINGS ESTABLISHED FROM THE PLAT OF "THREE LAKES SUBDIVISION" AS RECORDED IN LIBER 7 OF PLATS, PAGE 76, WASHINGTON COUNTY RECORDS.
  5. (NS) INDICATES NON RADIAL LINE.
  6. (R) INDICATES RADIAL LINE.
  7. R INDICATES RADIOS OF CURVE.
  8. L INDICATES ARC LENGTH OF A CURVE.
  9. FT = 990 PROPOSED 1st FLOOR ELEVATION.



PROPOSED DATED 3-23-88



**ADVANTAGE CIVIL ENGINEERING**

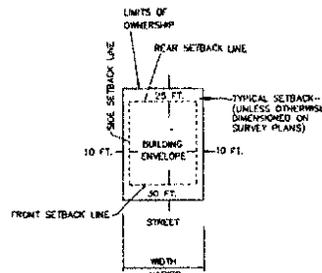
**HARTLAND LAKES ESTATES**  
 SITE CONDOMINIUM - SECTION 27, HARTLAND TWP.  
 SURVEY PLAN

HARTLAND LAKES ESTATES PARTNERSHIP  
 10470 HOWLAND ROAD  
 HARTLAND, MD 48355

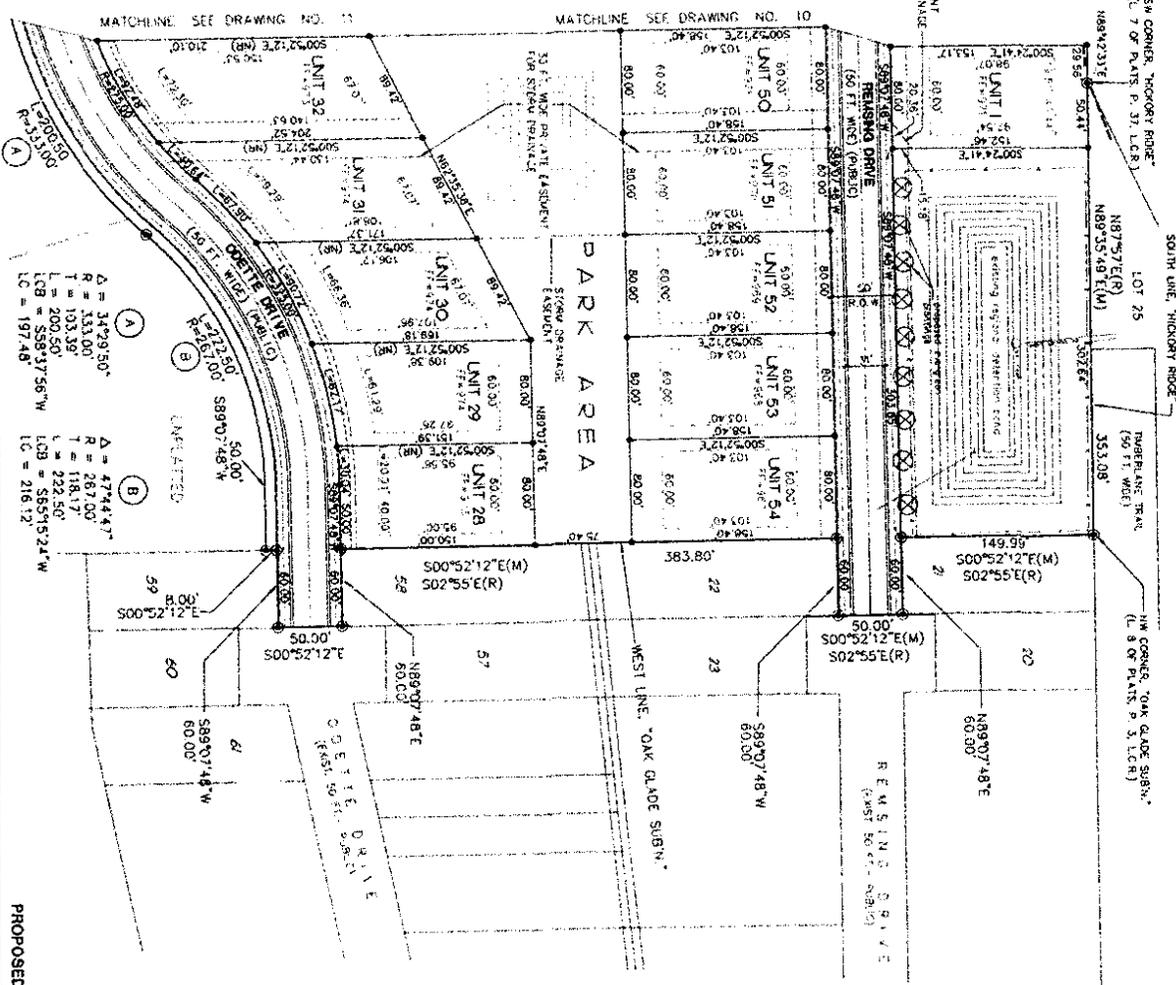
DATE	DESCRIPTION

**NOTES**

1. ALL DIMENSIONS ARE IN FEET. CURVILINEAR DIMENSIONS ARE SHOWN ALONG THE ARC.
2. ● UNIT CORNER IRONS TO BE SET WITHIN ONE YEAR OF COMPLETION OF SITE WORK.
3. ⊙ EXTERIOR BOUNDARY MONUMENTS TO BE SET WITHIN ONE YEAR OF COMPLETION OF SITE WORK.
4. BEARINGS ESTABLISHED FROM THE PLAT OF "THREE LAKES SUBDIVISION", AS RECORDED IN LIBER 2 OF PLATS, PAGE 76, LIVINGSTON COUNTY RECORDS.
5. (NR) INDICATES NON RADIAL LINE.
6. (R) INDICATES RADIAL LINE.
7. R INDICATES RADIUS OF CURVE.
8. I INDICATES ARC LENGTH OF A CURVE.
9. FF = 300' PROPOSED 1st FLOOR ELEVATION

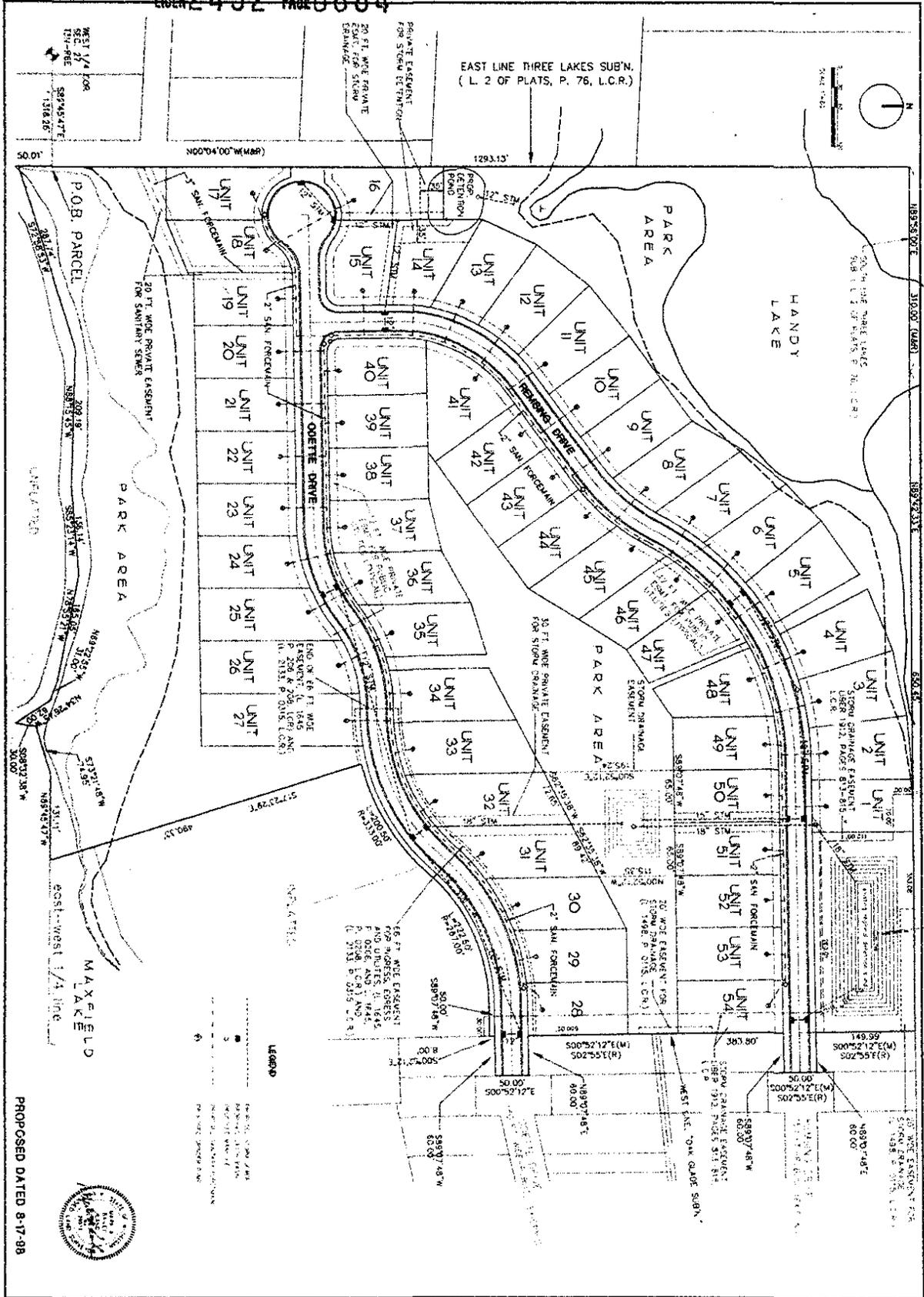


TYPICAL UNIT PLAN  
NO SCALE



PROPOSED DATED 8-17-88





PROPOSED DATED 8-17-88



**ADVANTAGE CIVIL ENGINEERING**

**HARTLAND LAKES ESTATES**  
 SITE CONDOMINIUM - SECTION 27, HARTLAND TWP.  
 UTILITY AND EASEMENT PLAN

HARTLAND LAKES ESTATES PARTNERSHIP  
 1840 HIGHLAND ROAD  
 HARTLAND, ME 04553

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