

RECORDED

2001 DEC -31 P 2:51

NANCY HAVILAND
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI.
48843

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

12-03-01 *Dianne H. Hardy*
Dianne H. Hardy, Treasurer
Sec. 185 Act 265, 1898 as Amended
Taxes not examined

6044

119
2

NONESTAD DEMALS NOT EXAMINED

MASTER DEED FOR HARTLAND MANOR CONDOMINIUMS

as required by the Michigan Condominium Act,
MCLA 559.101 et seq., MSA 26.50(101) et seq.

#240

This Master Deed is made and signed on the 5th day of December, 2000. The developer, Eugene L. Pulice, d\l\ a GPI Custom Construction, whose principal office is situated at 4705 Hawkview Court, Milford MI 48380, is represented in this document by its owner, Eugene L. Pulice, who is fully empowered and qualified to act on behalf of the corporation.

The developer is constructing a residential condominium project to be known as **HARTLAND MANOR CONDOMINIUMS**, 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 prepared by Equinox Entgineering, 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 MANOR CONDOMINIUMS** 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 condominium that is being converted from an existing residential apartment project, in a single phase and comprises a total of eight (8) residential living units.

The eight (8) condominium units that compose the project, including the numbers, boundaries, dimensions, and areas of them, are completely described in the condominium subdivision plan (**Exhibit B**). Each unit is suitable for individual use, having its own entrance 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 unit and to the limited

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common elements appurtenant to it 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, Livingston County, Michigan and is described as follows:

That part of the Southwest ¼ of Section 21, T3N, R6E, Hartland Township, Livingston County, Michigan, being described as: Commencing at the South ¼ Corner of Section 21, T3N, R6E; thence N 01° 17' 34" W, 2461.58 feet along the North-South ¼ line; thence N 89° 13' 33" W, 233.00 feet (recorded as N 89° 15' 09" W) to the point of beginning of the following described parcel; thence S 29° 17' 33" W, 108.54 feet; thence N60° 42' 27" W, 117.00 feet; thence N 29° 17' 33" E, 46.20 feet; thence Northwesterly, 77.51 feet along the arc of a curve to the left, said curve having a radius of 195.00 feet, a delta angle of 22° 46' 25", a chord bearing N 72° 52' 17" W, 77.00 feet; thence N 84° 15' 29" W, 11.44 feet; thence N 00° 45' 14" E, 76.12 feet; thence S 89° 14' 46" E, 27.22 feet; thence S 60° 50' 19" E, 210.11 feet (recorded as S 60° 50' 00" E, 210.00 feet); thence S 89° 13' 33" E, 5.81 feet (recorded as S 89° 15' 09" E) to the point of beginning. Containing 0.45 acres more or less, and subject to any other easements or restrictions of use or record.

ARTICLE III DEFINITIONS

Certain terms are used not only in this master deed but also in other documents for the condominium, such as the articles of incorporation; the association bylaws; the rules and regulations of the **HARTLAND MANOR CONDOMINIUMS** Association; and deeds, mortgages, 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. *The arbitration association* means the American Arbitration Association or its successor.
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 by laws* 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 obligations 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 effect 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 unit* means the enclosed space constituting a single complete residential Unit in Hartland Manor Condominiums, a condominium, as such space may be described in the Condominium Subdivision Plan, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.
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 **EUGENE L. PULICE, d/b/a G.P.I. CUSTOM CONSTRUCTION**, which 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.
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 MANOR CONDOMINIUMS**, 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.

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

ARTICLE IV COMMON ELEMENTS

The common elements of the project as depicted in exhibit B and the responsibilities for their maintenance, repair, and replacement are as follows:

1. The general common elements are:
 - a. The land described in Article II, and any expandable land described in Article VI, if any expansion occurs, including easement interests of the condominium on the land provided to it for ingress and egress, if any;
 - b. The roads, walkways, lawns, yards, trees, shrubs, and other plantings;
 - c. The street lighting system and other electrical, telephone, and cable television wiring networks throughout the common areas of the project, including those within common walls, floors, and ceilings;
 - d. The plumbing and gas-line networks throughout the common areas of the project, including those within common walls, floors, and ceilings;

- e. The heating and air-conditioning ducts and conduits throughout the common areas of the project, including those within common walls, floors, and ceilings;
- f. The water distribution system, underground sprinkling system, sanitary sewer system, and storm drainage system serving the project;
- g. The foundations, roofs, perimeter walls, and other walls as shown on Exhibit B, ceilings, floors, entrances, and exits of the project (including doors and chimneys);
- h. The common attic spaces, and the portions of any garage or parking area not designated as a limited common element on the condominium subdivision plan; and
- i. All other common elements of the project so designated in this document as limited common elements that are not enclosed within the boundaries of a condominium unit and that are intended for common use or are necessary for the existence, upkeep, or safety of the project.
- j. The sanitary sewer system throughout the project, including that contained within Unit walls, up to the point of connection with plumbing fixtures within any Unit.
- k. The storm sewer system throughout the project.
- l. Stairways and hallways not enclosed within the boundaries of a condominium unit.

Unless otherwise specified, the responsibility for the maintenance, repair and replacement of the common elements shall be that of the Association.

Some or all of the utility and cable television lines, systems (including mains and service leads), and equipment may be owned by the local public authority or by a utility or cable television company that is providing the pertinent service. Accordingly, such lines, systems, and equipment shall be general common elements only to the extent of the co-owners' interest in them, if any, and the developer makes no warranty of such an interest, if any.

- 2. The limited common elements are:

- a. The pipes, ducts, wiring, and conduits located entirely within a condominium unit and servicing only that unit;
- b. The deck, patio, or stoop or balcony appurtenant to each unit in the project;
- c. The interior surfaces of perimeter walls, doors, ceilings, and floors within a condominium unit;
- d. All air conditioning units and furnaces serving the individual units, whether or not they may be located on a common element or within a unit.

If any of the limited common elements described in this provision have not been assigned in the condominium subdivision plan, the developer reserves the right to designate each such element as a limited common element appurtenant to a particular unit by subsequent amendments to this master deed. The co-owners and mortgagees of condominium units and all other parties interested in the project shall be deemed to have irrevocably and unanimously consented to such amendments and irrevocably appoint the developer or its successors as agent and attorney to make any such amendments to the master deed.

3. Responsibilities for cleaning, decorating, maintaining, repairing, and replacing the common elements are as follows:
 - a. The costs of maintaining, repairing and replacing the limited common elements described in Article IV (2)(a), (c) and (d) and routinely cleaning, decorating, and maintaining the said limited common elements (except painting, staining, repairing or replacing decks, patios, balconies and stoops) shall be borne by the co-owner of the unit or units to which such common elements are appurtenant.
 - b. The appearance of decks, patios, and stoops shall at all times be subject to the approval of the association. If a co-owner's cleaning and decorating of such common elements does not conform to reasonable standards established by the association, the association may take whatever action is necessary to bring the elements up to required standards and charge the cost to the owner responsible for cleaning, decorating, and maintaining the element.
 - c. The costs of cleaning, decorating, maintaining, repairing, and replacing all general and limited common elements other than those

- d. If any unit owner elects to construct or install any improvements to the interior of the unit or, with written consent from the association, to the common elements appurtenant to the unit that increase the costs of maintenance, repairs, or replacements for which the association is responsible, the association may assess the increased costs or expenses against the unit.
 - e. The costs of maintenance, repair and replacement of the stormwater drainage system shall be the responsibility of the association of co-owners until a county drain and county drainage district is established pursuant to Section 433 of Act No. 40 of Public Acts of 1956 as amended, and a grant and conveyance of a release of right-of-way describing the route and course of the drain as delivered to the Livingston County Drain Commissioner. After the drainage district is established, the cost of operation, inspection, maintenance and improvements of the drainage easements and associated drainage apparatus shall be borne by the established Drain Drainage District and shall be assessed to the co-owners on an equal basis according to the Michigan Drain Code. The operation, inspection, maintenance and improvement of the drain will be performed under the direction of the established Drainage District pursuant to the Drain Code.
4. Except as stated in this master deed, condominium units 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 DESCRIPTIONS AND PERCENTAGES OF VALUE OF CONDOMINIUM UNITS

1. A complete description of each condominium unit in the project, with elevations referenced to an official benchmark of the U.S. Geological Survey sufficient to relocate accurately the space enclosed by the description without reference to the structure itself, is provided in the condominium subdivision plan as surveyed by Equinox Engineering, consulting engineers and surveyors. Detailed architectural plans and specifications have been filed with Livingston County Register of Deeds. Each unit shall include all the space within certain horizontal planes and vertical planes designated by a heavy outline on the interior finished surface of the walls, floors, and ceilings and depicted in the condominium subdivision plan and as delineated by detailed dimensional descriptions of the unit in the outline, minus any common elements in the unit. In determining dimensions, each condominium unit shall be measured from the interior

finished unpainted surfaces of the walls and ceilings and from the interior surfaces of the finished subfloor.

2. Description of Units. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of **HARTLAND MANOR CONDOMINIUMS** as prepared by EQUINOX ENGINEERING (*Exhibit B*). The Project consists of twelve (12) site Units. Each Unit consists of the volume of land and air within the Unit boundaries as delineated with heavy outlines on *Exhibit B*.

3. Percentages of Value. All of the Units shall have equal percentages of value, because the Units place approximately equal burdens on the Common Elements. The percentage of value assigned to each Unit shall determine each co-owner's share of the Common Elements, the proportionate share of each co-owner in the proceeds and expenses of administration and the value of the co-owner's vote at meetings of the Association.

The developer may modify the number, size, style, and location of a unit or of any limited common element appurtenant to a unit as described in *Exhibit B* by an amendment affected solely by the developer or its successors without the consent of any co-owner, mortgagee, or other party, as long as the modification does not unreasonably impair or diminish the appearance of the project or the view, privacy, or other significant attributes or amenities of other units that adjoin or are proximate to the modified unit or limited common element. No unit that has been sold or is subject to a binding purchase agreement shall be modified without the consent of the co-owner or of the purchaser and the mortgagee. The developer may also, in connection with any such amendment, readjust percentages of value for all units to give reasonable recognition to such a modification, based on the method by which percentages of value for the project were originally determined. However, no unit modified in accordance with this provision shall be conveyed until an amendment to the Master Deed has been recorded. All co-owners, mortgagees of units, and other parties interested in the project shall be deemed to have unanimously consented to any amendments necessary to effect such modifications and, subject to the limitations stated in this Master Deed, to the proportionate reallocation of percentages of value of existing units that the developer or its successors determines is necessary in conjunction with such modifications. All such interested parties irrevocably appoint the developer or its successors as agent and attorney to sign such amendments to the Master Deed and all other condominium documents as may be necessary to effect such modifications.

ARTICLE VI OPERATIVE PROVISIONS

Any expansion or conversion in the project pursuant to Articles VI and VII shall be governed by the provisions as set forth below.

1. Amendment of Master Deed and Modification of Percentages of Value. Such expansion, contraction or conversion of this Condominium Project shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer and shall provide that the percentages of value set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of 100% for the entire Project resulting from such amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of the Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project.

2. Redefinition of Common Elements. Such amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the additional parcel or parcels or unit or units being added to the project by such amendments. In connection with any such amendments, the Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of Articles VI and VII, including but not limited to the connection of roadways and sidewalks in the project to any roadways and sidewalks that may be located on, or planned for the area of future development or the contractible area, as the case may be and to provide access to any unit that is located on or planned for the area of future development or the contractible area from the roadways and sidewalks located in the project.

3. Right to Modify Floor Plans. The Developer further reserves the right to amend and alter the floor plans and/or elevations of any buildings and/or units described in the Condominium Subdivision Plan attached hereto. The nature and appearance of all such altered buildings and/or units shall be determined by the Developer in its sole judgment; but, in no event shall such altered buildings and/or units deviate substantially from the general development plan approved by the Township of Hartland. All such improvements shall be reasonably compatible with the existing structures in the Project, as determined by the Developer in its sole discretion. No unit shall be created within the area of future development that is not restricted exclusively to residential use.

4. Consolidating Master Deed. A Consolidating Master Deed shall be recorded pursuant to the Act when the project is finally concluded as determined by the Developer in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

5. Consent of Interested Persons. All of the Co-owners and mortgagees of units and other persons interested or to become interested in the project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this

Master Deed as may be proposed by the Developer to effectuate the purposes of Articles VI and VII above and to any proportionate reallocation of percentages of value existing units which the Developer may determine necessary in conjunction with such amendments. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

ARTICLE VII EASEMENTS

1. Easement for Maintenance of Encroachments and Utilities. Every part of a condominium unit that contributes to the structural support of a building shall be burdened with an easement of structural support for the benefit of the common elements. If any part of a unit or common element encroaches on another unit or common element due to the shifting, settling, or moving of a building or due to survey errors or construction deviations, reciprocal easements shall exist for the maintenance of such encroachments for as long as they exist and for the maintenance of the encroachments after rebuilding in the event of destruction. There shall also be permanent easements in favor of the association for the maintenance and repair of common elements for which the association is responsible. There shall be easements to, through, and over those parts of the land, structures, buildings, improvements, and walls (including interior unit walls) as is reasonable for the installation, maintenance, and repair of all utility services furnished to the project. Public utilities shall have access to the common elements and to the units at reasonable times for the installation, repair, or maintenance of such services. Any costs incurred in opening and repairing any wall of the project to install, repair, or maintain such services shall be an administration expense assessed against all co-owners in accordance with the condominium bylaws.

Until final completion of the project as described in Article I of this master deed, the developer reserves nonexclusive easements for the benefit of itself and its successors and assigns to use, at any time without charges other than the reasonable cost of work performed, utilities consumed, or maintenance required as a direct result of such use, (1) for the unrestricted use of all roads, driveways, and walkways in the condominium for the purpose of ingress and egress to and from any part of the land described in Article II and (2) to use, tap into, tie into, extend, or enlarge all utility lines and mains, public and private, located on the land described in Article II.

As long as the developer owns at lease one unit in the project, it shall be subject to the provisions of this master deed.

2. Easements Retained by Developer.

(a) Roadway Easements. The Developer reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Articles IV and VI or any portion or portions thereof, an easement for the unrestricted use of all roads and walkways in the Condominium for the purpose of ingress and egress to and from all or any portion of the parcels described in Articles II and VI. All expenses of maintenance, repair, replacement and resurfacing of any road referred to in this Section shall be shared by this Condominium and any developed portions of the land described in Articles II and VI whose closest means of access to a public road is over such road or roads. The Co-owners of this Condominium shall be responsible for payment of a proportionate share of such expenses which share shall be determined by multiplying such expenses by a fraction, the numerator of which is the number of dwelling units in this Condominium, and the denominator of which is comprised of the numerator plus all other dwelling units in the land described in Articles II and VI whose closest means of access to a public road is over such road.

(b) Utility Easements. The Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Articles II and VI, or any portion or portions thereof, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in the Condominium, including, but not limited to, telephone, electric, water, gas, storm and sanitary sewer mains. 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 mains referred to in this Section shall be shared by this Condominium and any developed portions of the land described in Articles II and VI which are served by such mains. The Co-owners of this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of dwelling Units in this Condominium, and the denominator of which is comprised of the numerator plus all other dwelling Units in the land described in Articles II and VI that are served by such mains.

(c) Right to Grant Easements for Utilities. The Developer reserves the right at any time during the construction and sales period to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of utilities to governmental agencies or to utility companies. Any such easement or transfer of title may be conveyed by the Developer without the

title of utilities to governmental agencies or to utility companies. Any such easement or transfer of title may be conveyed by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in Livingston County Records. All of the Co-owners and mortgagees of units and other persons interested or to become interested in the project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be required to effectuate the foregoing grant of easement or transfer of title.

(d) Right to Create Drain Drainage District and Execute Agreements with Governmental Entities. The Developer reserves the right at any time during the construction and sales period to execute whatever documents as may be necessary and to grant whatever easements or conveyances as may be necessary in order to create a Drain Drainage District pursuant to Section 433 of Act No. 40 of the Public Acts of 1956, as amended and grant a conveyance of a release of right-of-way describing the route and course of the drain as may be delivered to the Livingston County Drain Commission.

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 rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium or for the benefit of any other land described in Article VI hereof; subject, however, to the approval of the Developer during the Construction and Sales Period. 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 to create these Drain Drainage District pursuant to Section 433 of Act No. 40 of the Public Acts of 1956, as amended and grant a conveyance of a release of right-of-way describing the route and course of the drain as may be delivered to the Livingston County Drain Commission.

4. Easements for Maintenance, Repair and Replacement. The Developer, the Association and all public or private utility companies shall have such easements over, under, across and through the Condominium Premises, including all units and common elements as may be necessary to develop, construct, market and operate any units within the land described in Article II and Article VI hereof, and also to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents or by law. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls

and valves and other Common Elements located within any Unit or its appurtenant Limited Common Elements.

5. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the construction and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, Videotext, broad band cable, satellite dish, earth antenna and similar services (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 or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by 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 shall be the property of the Association.

6. Declaration and Dedication of Easements and Maintenance Conditions. All the property described in this Master Deed and the Condominium are subject to the terms and conditions of a certain Declaration and Dedication of Easements and Maintenance Conditions as recorded in Liber 2861 Pages 884 through 889, Livingston County Records, as shown in Exhibit C attached.

7. Declaration of Recreational Use Easement, Rights and Responsibilities. The Condominium Project and all of the Units are subject to and include all of the obligations and rights of a certain DECLARATION OF RECREATIONAL USE EASEMENT, RIGHTS AND RESPONSIBILITIES recorded on August 13, 2001, Livingston County Records, as shown in Exhibit D attached.

ARTICLE VIII AMENDMENTS AND TERMINATION

1. If there is no co-owner other than the developer, the developer may unilaterally amend the condominium documents. All documents reflecting such amendment or termination shall be recorded in the public records of Livingston County, Michigan.

2. 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, amendments to facilitate conventional mortgage loan financing for existing or prospective co-owners; and amendments enabling the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, or any other agency of the federal government or the State of Michigan.
- 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 and mortgagee. Rights reserved by the developer in this master deed, shall not be amended without written consent from the developer as long as the developer or its successors continue to own or to offer for sale any unit in the project.
- 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. 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 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 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.

ARTICLE IX HARTLAND TOWNSHIP APPROVAL

In the event of any conflict between any provision of this Master Deed, or any other Condominium Document, and any provision of Michigan law or Hartland Township ordinance, the provision of law or ordinance shall take precedence and control. Neither the review, approval and/or acceptance of this Master Deed or other Condominium Documents by Hartland Township nor anything contained within this Master Deed or other Condominium Documents shall be interpreted or construed in any way as constituting a variance from or approval by the Township of any violation of any provision of Michigan law or Hartland Township ordinance. Any amendment of this Master Deed or other Condominium Document relating to any matter which is subject to the provisions of any Hartland Township ordinance shall require the approval of Hartland Township. In the event that there is any modification of the size or location of any unit or any limited common element or any other modification of the project or any portion of it which is not strictly in accordance with the site plan approved by Hartland Township, including any expansion, contraction or conversion, the same shall require review and approval of an amended site plan pursuant to the applicable provisions of Hartland Township's zoning, or other, ordinances in effect at that time.

WITNESS:

John W. Drury
JOHN W. DRURY

Barbara Simko
BARBARA SIMKO

G.P.I. CUSTOM CONSTRUCTION
BY: Eugene L. Pulice
EUGENE L. PULICE, Individually and
Its: Owner

Susan E. Pulice
SUSAN E. PULICE
Wife of Eugene L. Pulice

STATE OF MICHIGAN)
COUNTY OF LIVINGSTON) SS

Acknowledged before me in Livingston County, Michigan, on the 10th day of August
2001.

Barbara Simko
Barbara Simko, Notary Public
Livingston County, Michigan
My commission expires: 8/27/02

Drafted by: John W. Drury; Attorney at Law; 2829 W. Grand River; Howell MI 48843

When Recorded Return To: / John W. Drury, 2829 W. Grand River, Howell, MI 48843

pulice\hart.manor/mdeed
August 8, 2001

EXHIBIT A

CONDOMINIUM BYLAWS OF HARTLAND MANOR CONDOMINIUMS

Article I The Condominium Project

1. *Organization.* **HARTLAND MANOR CONDOMINIUMS**, a residential condominium project located in Hartland Township, is being constructed in a single phase to comprise a total of eight (8) living 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.

2. *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 when voting by number and one vote, the value of which shall equal the total of the percentages assigned to the units owned by the co-owner as stated in the master deed, when voting by value. Voting shall be by number, except when voting is specifically required to be both by value and by number, and no cumulation of votes shall be permitted.

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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 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 mater 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 non-developer 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 non-developer 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.

2. *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.

3. *Advisory committee.* Not later than 120 days after the conveyance of legal or equitable title to non-developer 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 non-developer co-owner of a unit in the project, whichever occurs first, the developer shall select three non-developer 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 non-developer 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.

4. *Composition of the board.* Not later than 120 days after the conveyance of legal or equitable title to non-developer 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 non-developer co-owners. Not later than 120 days after the conveyance of legal or equitable title to non-developer 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 non-developer co-owners. Not later than 120 days after the conveyance of legal or equitable title to non-developer co-owners of 75 percent of the units, the non-developer 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 non-developer 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 non-developer 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 does 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 non-developer 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 non-developer co-owners results in a right of non-developer co-owners 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 non-developer 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.

5. - *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.

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. Leasing or 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.

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- 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 detailed records of the expenditures and receipts affecting the administration of the condominium. These records shall specify the maintenance and repair expenses of the common elements 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 auditors (who need not be certified public accountant) shall review the records annually and audit them every fifth 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, inside and outside the units, 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. The association and its agents shall have access to each unit during reasonable working hours, on notice to the occupant, for the purpose of maintaining, repairing, or replacing any of the common elements in the unit or accessible from it. The association and its agents shall also have access to each unit at all times without notice for

emergency repairs necessary to prevent damage to other units or the common elements.

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 lien.* 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 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 any 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.

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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 too 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 improve or maintain the common elements, the costs of which may not exceed \$1,600 or \$50 per unit annually, whichever is less.
- d. An emergency or unforeseen development necessitates the increase.

Any increase in assessment other than under these conditions, including assessments to purchase or lease a unit for the use of a resident manager, shall be considered a special assessment requiring approval by a vote of 60 percent or more of the co-owners, in number and in value.

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 recorded before any notice of lien by the association. The association may enforce the collection of a lien by a suit at law for a money judgment or by foreclosure of the liens, 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. All expenses incurred in collection, including interest, costs, and actual attorney fees, and any advances for taxes or other liens paid by the association to protect its lien shall be chargeable to the co-owner in default.

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. *Obligations of the developer.*

- a. Until the regular monthly assessments paid by co-owners other than the developer are sufficient to support the total costs of administration (excluding reserves), the developer shall pay the balance of such administration costs on account of the units owned by it, whether or not they are constructed.
- b. Once the regular monthly assessments paid by co-owners other than the developer are sufficient to support the total costs of administration

(excluding reserves), the developer shall be assessed by the association for actual costs, if any, incurred by the association that are directly attributable to the units being constructed by the developer, together with a reasonable share of the costs of administration that indirectly benefit the developer (other than costs attributable to the maintenance of dwellings), such as legal fees, accounting fees, and maintenance of the landscaping, drives, and walks. If a unit owned by the developer is leased or otherwise permanently occupied by a person holding under or through the developer, the developer shall pay all regular monthly assessments for the unit. In no event shall the developer be responsible for the cost of capital improvements or additions, by special assessment or otherwise, except for occupied units owned by it.

Article VI Taxes, Insurance, and Repairs

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 of 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.* The association shall be appointed as attorney-in-fact for each co-owner to act in connection with insurance matters and shall be required to obtain and maintain, to the extent available and applicable, fire insurance with extended coverage; vandalism and malicious mischief endorsements; and liability insurance and worker compensation insurance pertinent to the ownership, use, and maintenance of the common elements to the project. Such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

- a. All such insurance shall be purchased by the board of directors for the benefit of the association, the co-owners, their mortgagees, and the developer, according to their interests. Each co-owner shall be responsible for obtaining insurance coverage at the co-owner's

expense for the interior of the co-owner's unit, including wall coverings, floor coverings, sliders, windows, and screens. Each co-owner is responsible for obtaining insurance for the personal property located within the co-owner's unit or elsewhere in the condominium, for personal liability for occurrences within the co-owner's unit or on limited common elements appurtenant to the unit, and for expenses to cover alternate living arrangements if a casualty causes temporary loss of the unit. The association shall have no responsibility for obtaining such insurance. The association and all co-owners shall use their best efforts to see that all property and liability insurance carried by the association or any co-owner shall contain appropriate provisions for the insurer to waive its right of subrogation regarding any claims against any co-owner or the association.

- b. All common elements of the project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the maximum insurable replacement value, excluding land, landscaping, blacktopping, foundation, and excavation costs, as determined annually by the board of directors of the association. Such coverage shall also include interior walls within any unit; the pipes, wires, conduits, and ducts in these walls; and all appliances, fixtures, equipment, and trim within a unit that were furnished with the unit as standard items in accordance with the plans and specifications for the unit on file with the association (or any replacements that do not exceed the costs of such standard items). Any improvements made by a co-owner within a unit shall be covered by insurance obtained at the expense of the co-owner. If the association elects to include owner improvements under its insurance coverage, any additional premium cost to the association attributable to the coverage shall be assessed to the co-owner and collected as a part of the assessments against the co-owner as provided in these bylaws.
- c. If required, the association shall maintain adequate fidelity coverage to protect against dishonest acts by its officers, directors, trustees, and employees and all others who are responsible for handling the association's funds. Such fidelity bonds shall meet the following requirements:
- (1) The association shall be named as an obligee.
 - (2) the policy shall be written in whatever amount any lending institution or other agency requesting the policy requires, according to the estimated annual operating expenses of the condominium project, including reserves.
 - (3) The policy shall contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of employee or similar terms.

(4) The policy shall provide that it may not be canceled or substantially modified, including for nonpayment of premiums, without at least 30 days written notice.

- d. The board of directors is irrevocably appointed the agent for each co-owner, each mortgagee, other named insureds and their beneficiaries, and any other holders of liens or other interests in the condominium or the property, to adjust and settle all claims arising under insurance policies purchased by the board and to sign and deliver releases once claims are paid.
- e. Except as otherwise set forth in these bylaws, all premiums on insurance purchased by the association pursuant to these bylaws shall be administration expenses.

3. *Reconstruction and repairs.* If the condominium project or any of its common elements are destroyed or damaged, in whole or in part, and the proceeds of any policy insuring the project or common elements and payable because of the destruction or damage are sufficient to reconstruct the project, then the proceeds shall be applied to reconstruction. As used in this provision, reconstruction means restoration of the project to substantially the same condition that it was in before the disaster, with each unit and the common elements having the same vertical and horizontal boundaries as before.

- a. If the property is not insured against the peril causing the loss or the proceeds of the policies insuring the project and payable because of the loss are insufficient to reconstruct the project, provisions for reconstruction may be made by the affirmative vote of at least 75 percent of the co-owners voting at a meeting called for that purpose. Any such meeting shall be held within 30 days after the final adjustment of insurance claims, if any, or within 90 days after the disaster, whichever occurs first. At any such meeting, the board or its representative shall present to the co-owners present an estimate of the cost of the reconstruction and the estimated amount of necessary special assessments against each unit to pay for it. If the property is reconstructed, any insurance proceeds shall be applied to the reconstruction, and special assessments may be made against the units to pay the balance.
- b. If the property is not insured against the peril causing the loss or the proceeds of the policies insuring the project and payable because of the loss are insufficient to reconstruct the project and provisions for reconstruction are not made pursuant to the preceding paragraph, provisions for the withdrawal of any part of the property from the provisions of the Michigan Condominium Act and the project may be made by the affirmative vote of at least 75 percent of the co-owners voting at a meeting called for that purpose. Any such meeting shall be held within 30 days after the final adjustment of insurance claims,

if any, or within 90 days after the disaster, whichever occurs first. When a unit or part of a unit is withdrawn, the percentage of ownership in the common elements appurtenant to that unit shall be reallocated among the remaining units based on the relative percentages of ownership in the common elements appurtenant to each remaining unit. If only part of a unit is withdrawn, the percentage of ownership in the common elements appurtenant to that unit shall be reduced accordingly, based on the diminution in the market value of the unit, as determined by the board. Any insurance proceeds shall be allocated, on the basis of square footage withdrawn or some other equitable basis determined by the board, among the units, parts of units, and parts of the common elements withdrawn. As compensation for such withdrawals,

(1) any insurance proceeds allocated to withdrawn units or parts of units shall be paid to the owners in proportion to their percentages of ownership in the common elements appurtenant to the withdrawn units or parts of units;

(2) any insurance proceeds allocated to withdrawn parts of the limited common elements shall be paid to the unit owners entitled to their use in proportion to their percentages of ownership in the common elements appurtenant to the units served by the withdrawn limited common elements; and

(3) any insurance proceeds allocated to withdrawn parts of the general common elements shall be paid to all unit owners in proportion to their percentages of ownership in the common elements.

On the withdrawal of any unit or part of a unit, the owner shall be relieved of any further responsibility or liability for the payment of any assessments for the unit, if the entire unit is withdrawn or for the payment of the part of assessments proportional to the diminution in square footage of the unit if only part of the unit is withdrawn.

- c. If the property is not insured against the peril causing the loss or the proceeds of the policies insuring the project and payable because of the loss are insufficient to reconstruct the project and no provisions for either reconstruction or withdrawal are made pursuant to the preceding paragraphs, the provisions of the Michigan Condominium Act shall apply. Prompt written notice of all material damage or destruction to a unit or any part of the common elements shall be given to the holders of first mortgage liens on any affected units.

4. *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-owners' 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 or 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 units 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 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. The voting strength in the association of a unit that is partially taken shall be reduced in proportion to the reduction in its undivided interest 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, except that professional and quasi-professional co-owners may use their residences as ancillary facilities to their offices established elsewhere, as long as such use does not generate unreasonable traffic by members of the general public. 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, 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. *Specific prohibitions.* Without limiting the generality of the preceding provisions 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.
- 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, including for sale signs, without written permission from the association or the managing agent.
- f. No co-owner shall display, hang, or store any clothing, sheets, blankets, laundry, or other articles outside a unit or inside the unit in a way that is visible from the outside of the unit, except for draperies, curtains, blinds, or shades of a customary type and appearance. Neither shall any co-owner paint or decorate the outside of a unit or install any radio or television antenna, window air-conditioning unit, snap-in window divider, awning, or other equipment, fixtures, or 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 a limited common element appurtenant to a unit. However, no furniture or other personal property shall be stored on any open deck, patio, or stoop that is visible from the common elements of the project during the winter season.
- g. No co-owner shall use or permit any occupant, agent, tenant, invitee, guest, or family member to use any firearms, air rifles, pellet guns, BB guns, bows and arrows, fireworks, or other dangerous weapons, projectiles, or devices anywhere on or around the condominium premises.
- h. No animals, including household pets, shall be kept without written consent from the association. The board of directors may revoke

such consent at any time. Pets permitted by the association shall be kept in compliance with the rules and regulations promulgated by the board of directors and must always be kept and restrained so they are not obnoxious because of noise, odor, or unsanitary conditions. 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.

- i. The association may charge any co-owner maintaining animals a reasonable additional assessment to be collected as provided in these 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.
- j. No mobile home, van, trailer, tent, shack, garage, accessory building, outbuilding, or other structure shall be erected, occupied, parked or used on the condominium property without written consent from the association. No recreational vehicles, boats, or trailers shall be parked or stored on the condominium property for more than 24 hours 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 where it is totally isolated from public view.
- k. No automobiles or other vehicles that are not in operating condition shall be permitted on the condominium property. No commercial vehicles or trucks shall be parked on the condominium property except to make deliveries or pickups in the normal course of business.
- l. The common elements shall not be used to store supplies or personal property (except areas specifically designated for this purpose). Trash and refuse shall be placed only in common trash receptacles located at the discretion of the board of directors. No vehicles shall be parked on or along the private drives, and owners and residents shall not use or obstruct any guest parking areas abutting such drives without consent from the association. In general, no activity or condition shall be allowed in any unit or on the common elements that would spoil the appearance of the condominium.

- m. 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.

4. *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.

5. *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 liens 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.

An aggrieved co-owner may compel the enforcement of the condominium documents by an action for injunctive relief or damages against the association, its officers, or another co-owner in the project.

6. *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.

7. *Livingston County Health Department Restrictions and Requirements.* The following restrictions and requirements have been imposed by the Livingston County Health Department and may not be amended or modified without prior Livingston County Health Department written approval:

- a. No unit shall be used for other than a single family dwelling.
- b. There shall be no future subdividing of any building units which would utilize individual onsite sewage disposal and/or water supply systems.
- c. "Hartland Manor" Site Condominium Project has been approved for 12 individual Units as described in Equinox's site plan dated March 29, 2000. The Type III well shall be located in the exact area as indicated on the preliminary site plan.
- d. Prior to final master deed approval, engineer shall certify that the Type III well is located in the exact area as indicated on the preliminary site plan and that the Type III well maintains a minimum of 75 ft. to all sanitary sewer lines.

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 association's failure to fulfill any such request shall not affect the validity of any action or decision.

2. *Notice of insurance.* The association 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).

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 guarantying 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.* 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 arbitration association.

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, the developer shall sign a contract to

settle by a claim that may be the subject of a civil action against the developer that involves less than \$2,500 and 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 relates to the common elements of the project and involves less than \$10,000.

3. *Preservation of rights.* The election of a co-owner of 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 4705 Hawkview Court, Milford, MI 48380, 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.

EXHIBIT B

HARTLAND MANOR CONDOMINIUMS

HARTLAND TOWNSHIP

LIVINGSTON COUNTY

LIVINGSTON COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 310
EXHIBIT "B" TO THE MASTER DEED OF
FAWN RIDGE

SHEET INDEX:

- 1 TITLE SHEET
- 2 SURVEY PLAN
- 3 SITE PLAN
- 4 UTILITY PLAN
- 5 ARCHITECTURAL CROSS SECTIONS

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

HARTLAND MANOR CONDOMINIUMS:

That part of the Southwest 1/4 of Section 21, T3N, R6E, Hartland Township, Livingston County, Michigan, being described as:
 Commencing at the South 1/4 Corner of Section 21, T3N, R6E; thence N01°17'34"W, 2461.58 feet along the North-South
 1/4 line; thence N89°13'33"W, 233.00 feet (recorded as N89°15'09"W) to the point of beginning of the following described parcel;
 thence S29°17'33"W, 108.54 feet; thence N60°42'27"W, 117.00 feet; thence N29°17'33"E, 46.20 feet; thence Northwesterly,
 77.51 feet, along the arc of a curve to the left, said curve having a radius of 195.00 feet, a deflection angle of 22°46'25", and a chord bearing
 N12°42'17"W, 77.00 feet; thence N84°15'29"W, 11.44 feet; thence N00°45'14"E, 76.12 feet; thence S89°14'46"E, 27.22
 feet; thence S60°50'19"E, 210.11 feet (recorded as S60°50'00"E, 210.00 feet); thence S89°13'33"E, 5.81 feet (recorded as
 S89°15'09"E) to the point of beginning. Containing 0.45 acres more or less, and subject to any other easements or restrictions of use
 or record.

SURVEYOR:

LEWY SURVEY GROUP
 3145 PINE TREE ROAD
 SUITE C
 LANSING, MI 48911
 PHONE: 817.980.2802

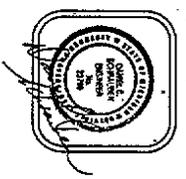
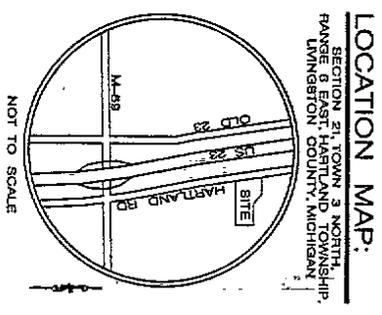
DEVELOPER:

DELICIOUS CONSTRUCTION
 4705 HAWKVIEW COURT
 MILFORD, MI 48380
 PHONE: 810.229.8000

DESIGNER:

EQUINOX
 7700 GRAND RIVER
 SUITE 100
 BRIGHTON, MI 48114
 PHONE: 810.220.0890

PROPOSED:
 07/24/01



GENERAL NOTES:

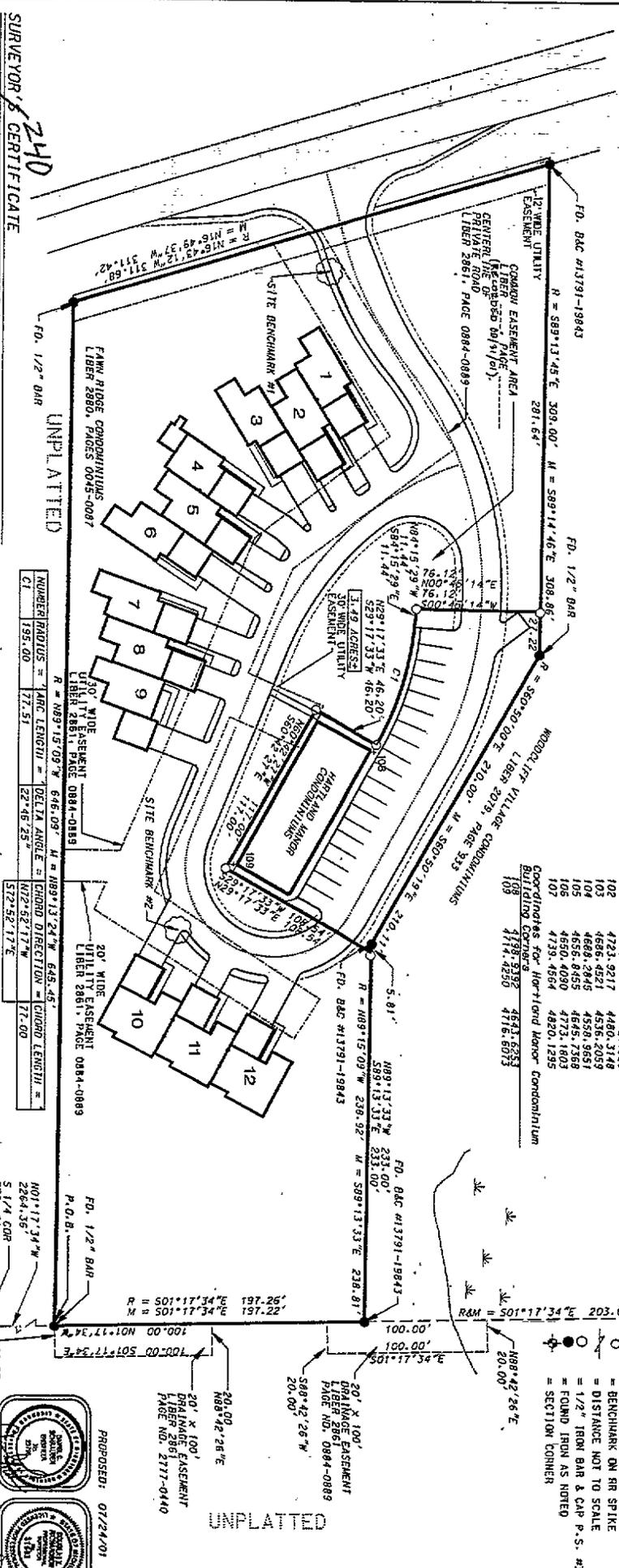
- 1) CONTROL BENCHMARK - NAIL & TAG IN EAST SIDE OF 20' HICKORY, 200 FEET NORTH OF SITE IN WOODCLIFF VILLAGE CONDOMINIUMS. ELEVATION = 987.21 (U.S.G.S. DATUM)
- 2) SITE BENCHMARK #1 - RR SPIKE IN SOUTHEAST FACE OF 20' HICKORY, 75 FEET EAST OF CENTERLINE OF HARTLAND ROAD AND 5 FEET ELEVATION 991.95 (U.S.G.S. DATUM)
- 3) SITE BENCHMARK #2 - RR SPIKE IN NORTHEAST FACE OF 20' OAK, 60 FEET EAST AND 10 FEET SOUTH OF SOUTHEASTERN CORNER OF BLDG. # 2100. ELEVATION = 986.59 (U.S.G.S. DATUM)
- 4) TOTAL ACRES OF PROPERTY IS 3.49 ACRES.
- 5) DEARINGS ALONG THE NORTH-SOUTH 1/4 LINE OF SECTION 21 WERE OBTAINED FROM WOODCLIFF VILLAGE CONDOMINIUMS RECORDS IN LIBER 2090, PAGE 81, LIVINGSTON COUNTY RECORDS.
- 6) THIS PARCEL LIES IN ZONE X AREA (SIDE OF 500 FLOOD PLAIN) ACCORDING TO THE FLOOD INSURANCE RATE MAP FOR HARTLAND TOWNSHIP, COMMUNITY PANEL 260784 0005 B, EFFECTIVE 9/20/96.

EAST-WEST 1/4 LINE OF SECTION 21

LEGEND:

- = BENCHMARK ON RR SPIKE
- = DISTANCE NOT TO SCALE
- = 1/2" IRON BAR & CAP P.S. #31603
- = FOUND IRON AS NOTED
- = SECTION CORNER

CENTER
SEC. 21
13th, R5E

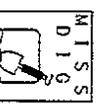
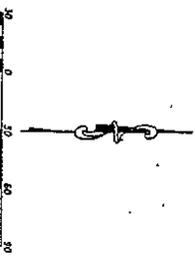
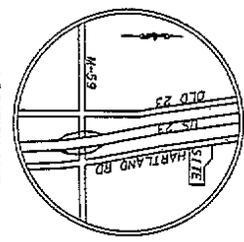


Coordinates for Hartland Manor Condominium Building Corners

Node	Northing	Easting
100	4795.2832	4437.2405
101	4738.1281	4472.7523
102	4723.9217	4480.3148
103	4686.4921	4536.2059
104	4650.2465	4528.9952
105	4550.4090	4773.1803
106	4739.4564	4820.1295
107		
108	4738.5392	4543.6553
109	4714.4250	4716.5073

30' WIDE EASEMENT LIBER 2861, PAGE 0884-0889

NUMBER	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD DIRECTION	CHORD LENGTH
C1	195.00	77.51	22°46'25"		77.00
C2	195.00	77.51	22°46'25"		77.00



HARTLAND MANOR SURVEY PLAN

HARTLAND TOWNSHIP
LIVINGSTON COUNTY

EQUINOX

David G. Anderson, P.E., Licensed Professional Surveyor
1000 Wood River Rd., Suite 100
Lansing, MI 48911
Phone: (313) 489-1111
Fax: (313) 489-1112

DRAWN BY: JLG

SHEET: 2 OF 5

SURVEYOR'S CERTIFICATE

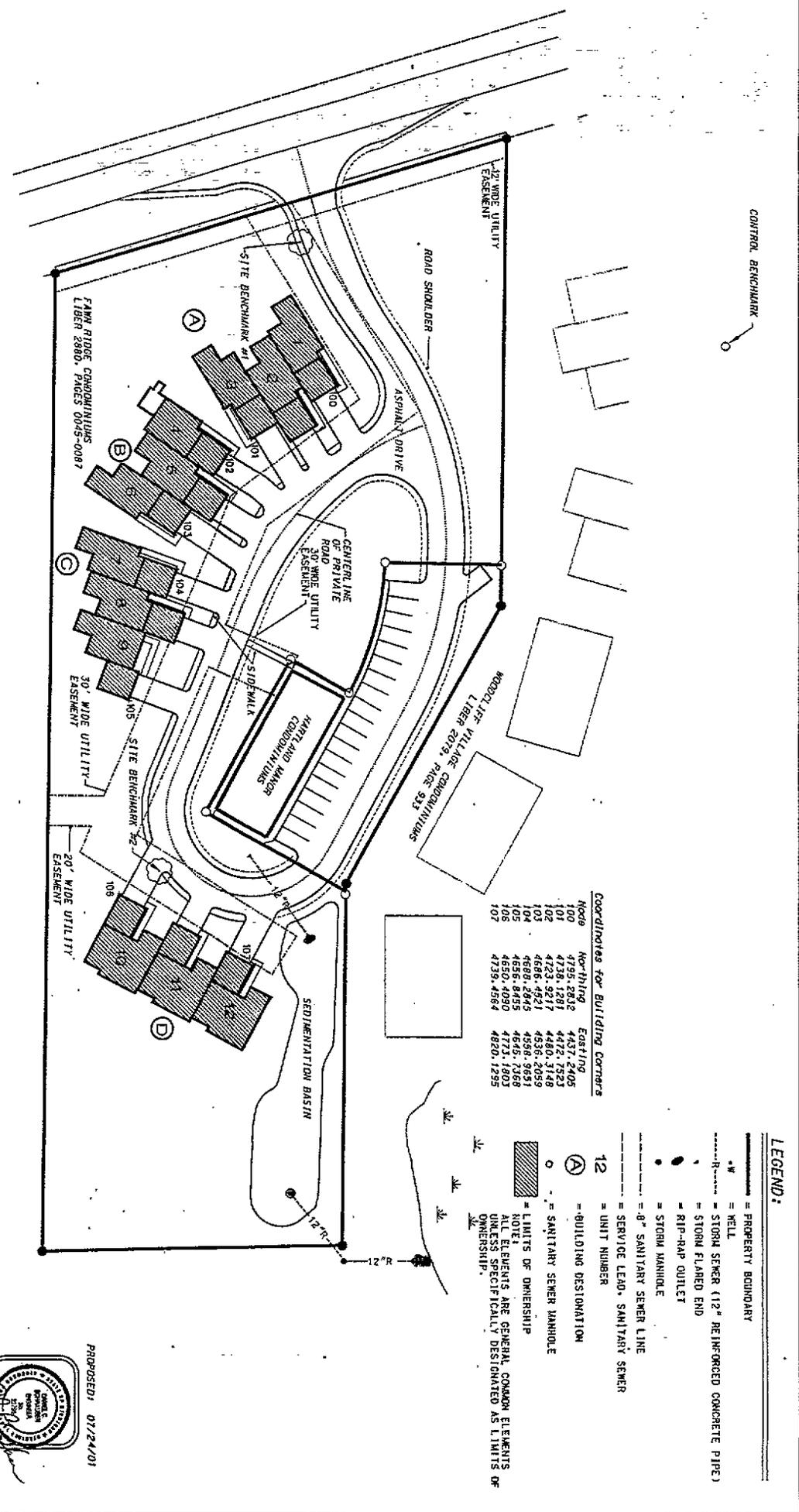
I, **DAVID G. ANDERSON**, PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY: RICHARDSON, PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, THAT THE SUBDIVISION PLAN KNOWN AS LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 1 AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, AND THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED. ALL BENCHMARKS SHALL BE LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED FROM THE BOARD OF SURVEYORS OF THE STATE OF MICHIGAN, PUBLIC ACTS OF 1978 AS AMENDED, ON OR BEFORE JULY 24, 2002. THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED. THAT THE DEARINGS, AS SHOWN, ARE NOTED ON THE SURVEY PLANS AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

DATE: 07/24/01

DAVID G. ANDERSON, P.S. 31603
1000 WOOD RIVER ROAD, SUITE C
LANSING, MI 48911
JOB NO. 99127



UNPLATTED



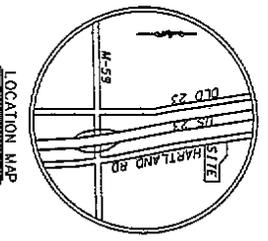
Coordinates for Building Corners

Node	Northing	Easting
100	4795.2832	4437.2405
101	4738.1281	4472.7923
102	4723.9211	4490.3458
103	4690.3458	4538.9837
104	4686.7845	4558.9837
105	4556.4855	4665.2368
106	4550.4099	4773.1803
107	4739.4564	4820.1295

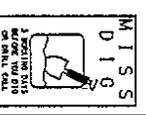
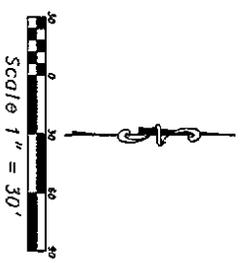
LEGEND:

- = PROPERTY BOUNDARY
- = WELL
- R---= STORM SEWER (12" REINFORCED CONCRETE PIPE)
- = STORM FLARED END
- = RIP-RAP OUTLET
- = STORM MANHOLE
- = 8" SANITARY SEWER LINE
- = SERVICE LEAD - SANITARY SEWER
- 12= UNIT NUMBER
- ⊙= BUILDING DESTINATION
- ⊙= SANITARY SEWER MANHOLE
- ▨= LIMITS OF OWNERSHIP

NOTE:
ALL ELEMENTS ARE GENERAL, COMMON ELEMENTS UNLESS SPECIFICALLY DESIGNATED AS LIMITS OF OWNERSHIP.



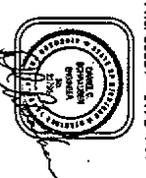
UNIT NO.	FEE
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2	985.00
3	985.00
4	985.00
5	983.00
6	983.00
7	983.00
8	981.50
9	981.50
10	983.50
11	983.50
12	983.50



HARTLAND MANOR
SITE PLAN
HARTLAND TOWNSHIP
LIVINGSTON COUNTY

EQUINOX
Specialty Services, P.C., Licensed Civil Engineer
Bridle & Barkley, A.S.L.A., Registered Landscape Architect
EQUINOX, INC., 2900 Wood River Rd., Suite 100, Brighton, MI 48116-3000
919-230-2000

Drawn By: JLG
SHEET: 3 OF 5



PROPOSED: 07/24/01

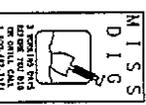
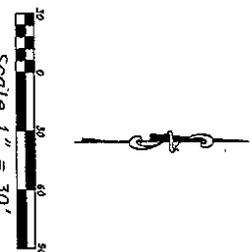
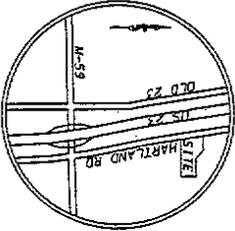
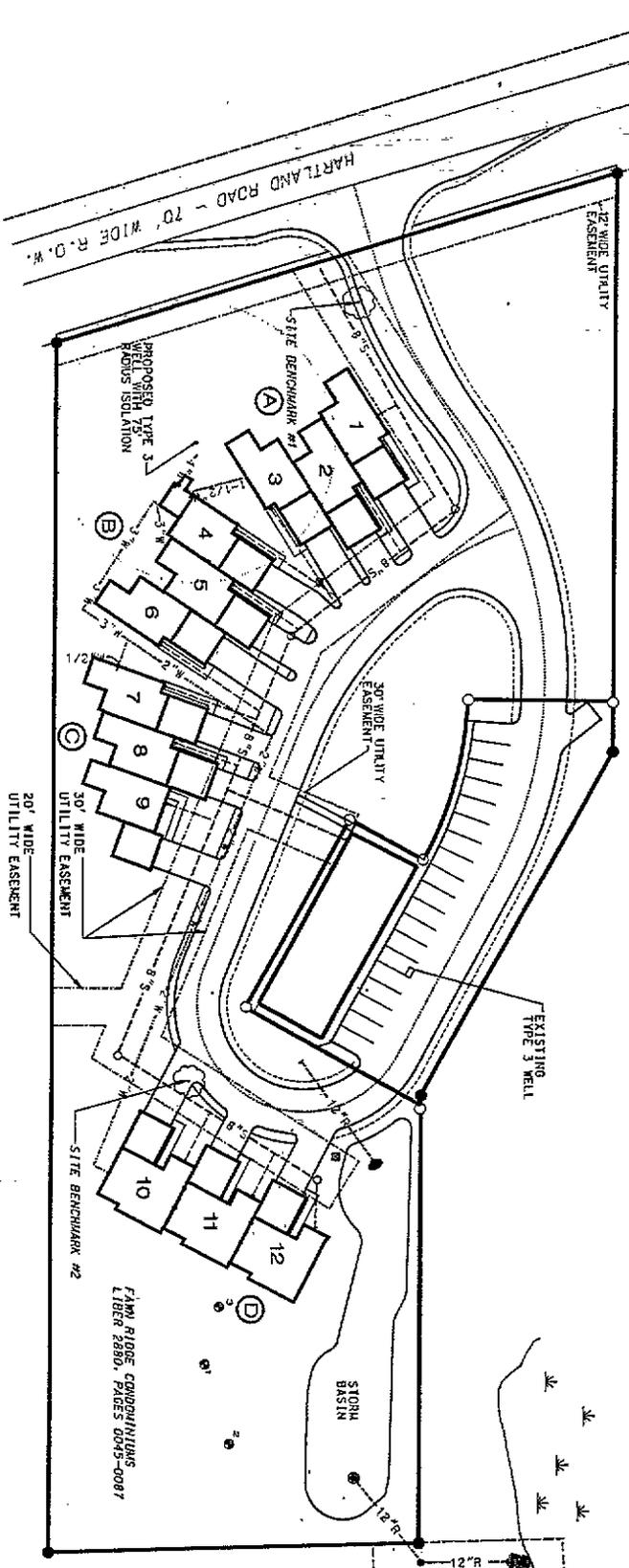
CONTROL BENCHMARK

GENERAL NOTES:

1. ALL UNITS SHALL BE SERVED WITH GAS BY CONSUMERS ENERGY, ELECTRIC BY DETROIT EDISON, CABLE BY ADELPHIA, AND TELEPHONE BY AMERITECH. UTILITIES SHALL BE PLACED IN A COMMON TRENCH AND MUST BE BUILT.
2. ALL UTILITY LOCATIONS AS SHOWN ON DRAWINGS ARE APPROXIMATE. EXACT LOCATIONS SHALL BE DETERMINED BY THE UTILITY COMPANIES. CALL MISS DIG 12 HOURS PRIOR TO ANY EXCAVATION, 1-800-482-7171.
3. ALL SANITARY SEWER, STORMWATER AND WATER WELL IMPROVEMENTS INDICATED MUST BE BUILT.
4. ROADWAY IMPROVEMENTS, ASPHALT SURFACE, DRIVES, AND SIDEWALKS MUST BE BUILT.
5. UTILITIES ARE LOCATED IN THE 30' WIDE UTILITY EASEMENT OR THE ROAD RIGHT-OF-WAY UNLESS OTHERWISE NOTED.
6. ALL UNITS SHALL BE SERVED WITH PUBLIC SANITARY SEWERS AND TYPE 3 WATER WELLS.
7. ALL BUILDING UNITS, 1 THROUGH 12, MUST BE BUILT.
8. DETROIT EDISON UTILITIES PER DRAWING NUMBER: BFW 250625, NOVEMBER 15, 1999.
9. FAWN RIDGE IS INCLUDED IN THE PROPOSED HARTLAND DRAIN NO. 4 DRAINAGE DISTRICT.

LEGEND:

- = PROPERTY BOUNDARY
- = WELL
- R--- = STORM SEWER (12" REINFORCED CONCRETE PIPE)
- S--- = STORM FLARED END
- = RIP-RAP OUTLET
- = STORM MANHOLE
- = 8" SANITARY SEWER LINE
- = SERVICE LEAD, SANITARY SEWER
- 12 = UNIT NUMBER
- = SANITARY SEWER MANHOLE
- = ELECTRIC TRANSFORMER

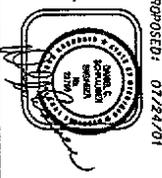


HARTLAND MANOR UTILITY PLAN
 HARTLAND TOWNSHIP LIVINGSTONE COUNTY

EQUINOX
 State of Michigan, P.E. Steven John Ruppel
 400 N. Franklin Ave., Suite 1000
 Ann Arbor, MI 48106-1500
 Telephone: 734-769-8000 Fax: 734-769-8001
 E-mail: steven@equinox.com

Drawn By: JLG
 Scale: 1" = 30'

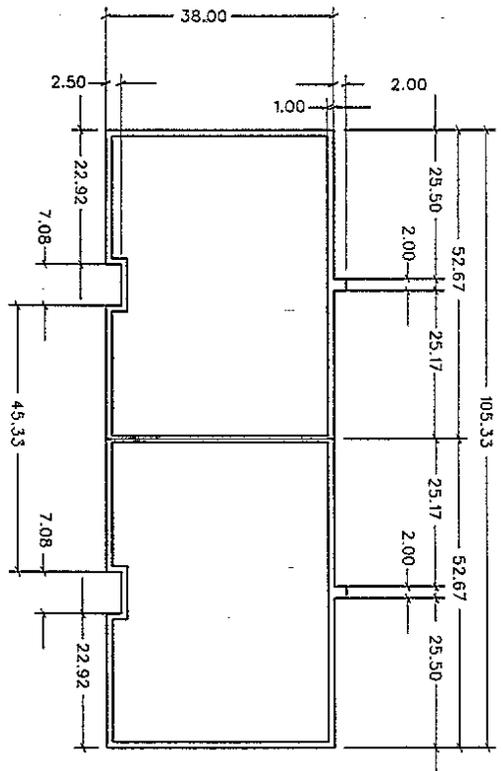
SHEET: 4 OF 5



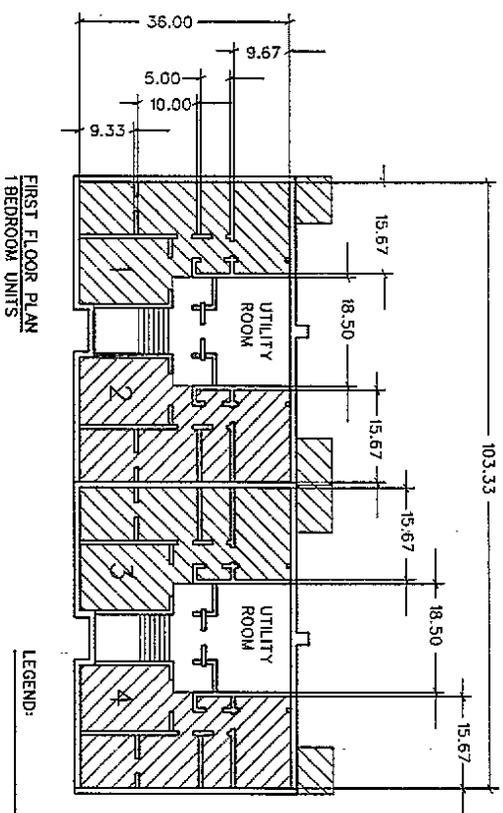
PROPOSED: 07/24/01

20' X 100' DRAINAGE EASEMENT
 LIBER 2861, PAGES 0084-0089

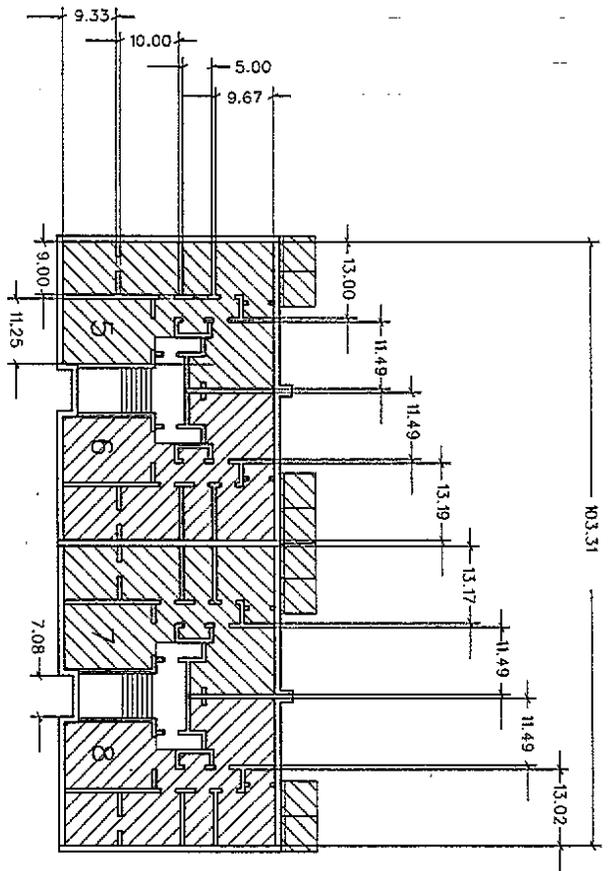
FAWN RIDGE CONDUIT/PIPE
 LIBER 2880, PAGES 0075-0087



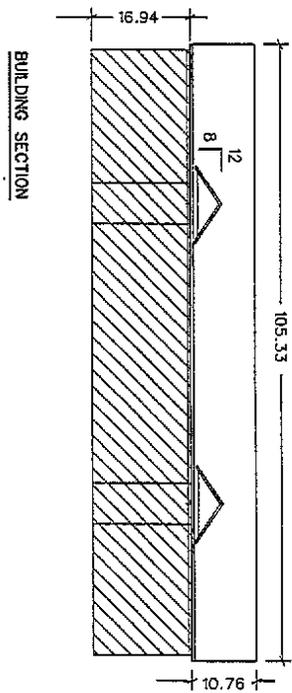
FOUNDATION PLAN



FIRST FLOOR PLAN
1 BEDROOM UNITS

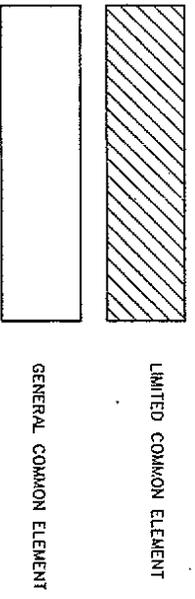


SECOND FLOOR PLAN
2 BEDROOM UNITS



BUILDING SECTION

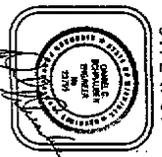
LEGEND:



LIMITED COMMON ELEMENT

GENERAL COMMON ELEMENT

HARTLAND MAJOR



PROPOSED:
07/24/01

EQUINOX
HARTLAND TOWNSHIP
LIVINGSTON COUNTY

UNIT CROSS SECTIONS
DRAWN BY: JLG
SCALE: 1" = 10'
SHEET:
5 OF 5

EXHIBIT C

RECORDED

2000 NOV 17 P 3:09

NANCY HAVILAND
REGISTRAR OF DEEDS
LIVESTON COUNTY, MI.
48049

KAW

17/2

**DECLARATION OF COMMON DRIVEWAY EASEMENT,
UTILITY EASEMENT, DRAINAGE EASEMENT, RIGHTS, AND RESPONSIBILITIES**

KNOW ALL MEN BY THESE PRESENTS, that Eugene L. Pulice and Susan E. Pulice, whose address is 4705 Hawkview Court., Milford, Michigan 48380 ("Declarant"), being the owner(s) of the properties described on *Exhibit A* hereto, hereby makes the following Declarations.

The Declarations contained herein are based upon the following factual recitals:

- A. All parcels are in need of perpetual Easement rights affording adequate access, storm and sewer drainage, and public utilities.
- B. It is essential to the value of the parcels that their access and easements be maintained in a good and proper manner.
- C. The present and future owners of the parcels (the "owners") should share in the cost of maintaining the roads and easements.

Section 1. Easements.

- 1.1 A perpetual easement appurtenant (the "Easement") is hereby established across, over, and through the parcels for the purpose of ingress to and egress to Hartland Road and for the construction, maintenance, repair (including reconstruction) of the Easement. The Easement is described in *Exhibit B* attached hereto.
- 1.2 A perpetual Easement is hereby established across, over, and through the parcels for purpose of the installation and construction of all public utilities including sewers, water, gas, electric, telephone, cable TV and all other forms of telecommunications and for the construction, maintenance and repair of the said Easement. The Easement is described in *Exhibit C* attached heretc.
- 1.3 A perpetual mutual drainage easement is hereby established over and across and for the mutual benefit of the properties described in *Exhibit B*.
- 1.4 The Easements are perpetual and shall burden the land they pass across, over and through; and shall benefit and run with the parcels.
- 1.5 The Easements shall also benefit any utility company or municipality providing utility services in the vicinity where it is located.

Section 2. Repair and Maintenance of Easements.

- 2.1 The Easements shall be used as described above and shall be maintained in a good and useful condition.

- 2.2 When repairs are necessary, any of the owners may undertake such repairs anywhere along the Easements. The future owners shall be subject to the reasonable rights of passage, maintenance and repair of one another over their respective parcels for the purpose of conducting maintenance and repair of the Easements.
- 2.3 The person or entity undertaking the maintenance or repair may contract for and initially pay all reasonable costs associated with them. The owners shall share equally in such costs, regardless of who incurs them. The party incurring such expenses shall bill the owners in accordance with the terms of this Declaration.
- 2.4 It is anticipated Parcel A will soon be converted to a condominium development containing 12 residential living units. Further, Parcel B may be developed as a condominium project containing 8 residential living units. Accordingly, for purposes of determining the pro rata shares of any costs related to this Declaration, the owner(s) of Parcel A shall pay 60 percent of any such costs and the owner(s) of Parcel B shall pay 40 percent of such costs.
- 2.5(a) Provided all obligations under this Declaration are current, any owner of a parcel or condominium unit resulting from a parcel shall be released from all personal liability for any costs related to this Declaration. The release is effective immediately upon the sale or other conveyance of the complete fee interest of such owner.
- 2.5 (b) If any Parcel Owner or subsequent condominium unit owner shall fail to pay any statement tendered by another to him, or to his successors and assigns, within ten (10) days after receipt thereof, the amount of such statement, together with interest thereon at the maximum legal rate, plus attorney's fees necessary to collection, shall automatically become a continuing lien upon the parcel of the obligor billed, which lien shall be superior to all claims to such parcel except purchase money first mortgages, as well as an enforceable personal obligation to the parcel owner. The parcel owner or condominium unit owner incurring an expense which remains unpaid may, upon failure of the other parcel owner to pay his share, record notice of his claim of lien against such parcel and thereafter pursue a judicial action to foreclose said lien, subject only to any purchase money first mortgage, in any manner now or in the future permitted by law or equity with respect to mortgage liens. Proceeds received at such sale shall be distributed first to pay the lien being foreclosed upon, plus all costs and expenses, interest, and attorney's fees, and any surplus shall be distributed in accordance with the priorities established by applicable law. The unpaid owner may, in addition to, or instead of, foreclosure, obtain a personal judgment against the obligor.
- 2.6 The owners of the parcels or condominium unit owners shall work together to coordinate their repair and maintenance activities so as to make repair and maintenance of the Easement as economical as possible. Each shall provide the other with reasonable notice before undertaking any repairs or maintenance.
- 2.7 Any damage to the Easement Premises caused by any parcel owner or condominium unit owner or his guests or invitees shall promptly be repaired by that parcel owner at his sole expense. If any parcel owner or condominium unit owner fails to promptly repair damage to the Easement so caused by him or his guests or invitees, another parcel owner may do so, and the cost of doing so shall be the sole responsibility of the parcel owner responsible for the damage, to be paid and collected as set forth in Section 2.3 and 2.5(b) above.

Section 3. Subdivision/Condominium Development.

- 3.1 If any of the parcels are subdivided, parceled, or developed as a condominium project, all repair and maintenance charges that would have been levied in respect of a parcel shall be allocated among the subdivision lot owners, parcel owners, or condominium unit owners, based upon the ratio their ownership of residential units bear to the area of the ownership of residential units of all the parcels. Any costs or expenses relating to the improvement or upgrading of the easements resulting from the subdivision, parceling, or development as a condominium project shall be borne by the owner of the parcel being subdivided, parceled, or developed as a condominium project.

4.1 Except as may be provided in any subsequent condominium documents, all rights hereunder created shall not be further assignable by such parcel owners except as an appurtenance to and in conjunction with the sale of their parcels.

Section 5. Amendment.

5.1 The provisions of this Declaration may be amended, but only with the consent of two-thirds majority of the owners of all residential units of the property described in Exhibit A.

Section 6. Participation in Future Documentation.

6.1 The future owners of any parcel or part of a parcel are bound to execute any and all subsequent documents as may become necessary in order to effectuate the terms and conditions of this Declaration. By way of illustration, such future documentation shall include, but not be limited to, condominium documents, further easements to utility companies or municipalities, the execution of petitions to create special assessment districts pursuant to any existing or future state statutes as may be amended, or any and all other documentation necessary for the proper implementation of this Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Declaration of Common Driveway Easement, Rights, and Responsibilities as of this 9 day of November, ~~1999~~ 2,000

WITNESSES:

Gloria L. Shadaker
GLORIA L. SHADAKER

John W. Drury
John W. Drury

Eugene L. Pulice

EUGENE L. PULICE

Susan E. Pulice

SUSAN E. PULICE

Subscribed and sworn to before me this 9th day of November, 2000.

Gloria Lee Shadaker
Gloria Lee Shadaker, Notary Public
Livingston County, Michigan
My commission expires: March 30, 2001

easement.r22

INSTRUMENT DRAFTED BY
JOHN W. DRURY
THE KIZER LAW FIRM ✓
2829 W. Grand River
Howell, Michigan 48843
(517) 548-1440

EXHIBIT A

This Exhibit is attached to and made a part of Declaration of Common Driveway Easement, Utility Easement, Drainage Easement, Rights, and Responsibilities wherein the Eugene L. Pulice and Susan E. Pulice appear as Declarants.

Fawn Ridge Condominiums:

That part of the East 1/2 of the Southwest 1/4 of Section 21, Town 3 North, Range 6 East, Hartland Township, Livingston County, Michigan, described as: Commencing at the South 1/4 Corner of Section 21, T3N, R6E; thence N01°17'34"W, 2264.36 feet along the North-South 1/4 line of Section 21 to the point of beginning of the following described parcel; thence N89°13'24"W, 645.45 feet (recorded as N89°15'09"W, 646.09 feet) to the Easterly right-of-way line of Hartland Road (70 feet wide); thence N16°49'37"W, 311.42 feet (recorded as N16°43'12"W, 311.68 feet) along said right-of-way line; thence S89°14'46"E, 281.64 feet (recorded as S89°13'45"E); thence S00°45'14"W, 76.12 feet; thence S84°15'29"E, 11.44 feet; thence Southeasterly, 77.51 feet along the arc of a curve to the right, said curve having a radius of 195.00 feet, a delta angle of 22°46'25", and a chord bearing S72°52'17"E, 77.00 feet; thence S29°17'33"W, 46.20 feet; thence S60°42'27"W, 117.00 feet; thence N29°17'33"E, 108.54 feet; thence S89°13'33"E, 233.00 feet (recorded as S89°15'09"E); thence S01°17'34"E, 197.22 feet (recorded as 197.26 feet) to the point of beginning. Containing 3.48 acres more or less, and subject to any easements or restrictions of use or record.

Fawn Ridge Apartments:

That part of the Southwest 1/4 of Section 21, T3N, R6E, Hartland Township, Livingston County, Michigan, being described as: Commencing at the South 1/4 Corner of Section 21, T3N, R6E; thence N01°17'34"W, 2461.58 feet along the North-South 1/4 line; thence N89°13'33"W, 233.00 feet (recorded as N89°15'09"W) to the point of beginning of the following described parcel; thence S29°17'33"W, 108.54 feet; thence N60°42'27"W, 117.00 feet; thence N29°17'33"E, 46.20 feet; thence Northwesterly, 77.51 feet along the arc of a curve to the left, said curve having a radius of 195.00 feet, a delta angle 22°46'25", and a chord bearing N72°52'17"W, 77.00 feet; thence N84°15'29"W, 11.44 feet; thence N00°45'14"E, 76.12 feet; thence S89°14'46"E, 27.22 feet; thence S60°50'19"E, 210.11 feet (recorded as S60°50'00"E, 210.00 feet); thence S89°13'33"E, 5.81 feet (recorded as S89°15'09"E) to the point of beginning. Containing 0.45 acres more or less, and subject to any other easements or restrictions of use or record.

EXHIBIT B

This Exhibit is attached to and made a part of Declaration of Common Driveway Easement, Utility Easement, Drainage Easement, Rights, and Responsibilities wherein the Eugene L. Pulice and Susan E. Pulice appear as Declarants.

Private Road:

A private easement for ingress and egress over and across that part of the Southwest 1/4 of Section 21, T3N, R6E, Hartland Township, Livingston County, Michigan, the centerline of said easement being described as: Commencing at the South 1/4 Corner of Section 21, T3N, R6E; thence N01°17'34"W, 2264.36 feet along the North-South 1/4 line; thence N89°13'24"W, 645.45 feet (recorded as N89°15'09"W, 646.05 feet) to the Easterly right-of-way line of Hartland Road (70-foot wide); thence N16°49'37"W, 176.07 feet (recorded as N16°43'12"W) along said right-of-way line to the point of beginning of the following described easement; thence N73°10'23"E, 13.04 feet; thence Northeasterly, 86.32 feet along the arc of a curve to the left, said curve having a radius of 242.00 feet, a delta angle of 20°26'16", and a chord bearing N62°57'16"E, 85.87 feet; thence Northeasterly, 69.95 feet along the arc of a curve right, said curve having a radius of 230.00 feet, a delta angle of 17°25'33", and a chord bearing N61°26'54"E, 69.68 feet to reference point "A"; thence Southeasterly, 194.36 feet along the arc of a curve to the right, said curve having a radius of 230.00 feet, a delta angle of 48°24'59", and a chord bearing S85°37'50"E, 188.62 feet; thence S61°25'21"E, 106.83 feet; thence Southwesterly, 173.09 feet along the arc of a curve to the right, said curve having a radius of 57.00 feet, a delta angle of 173°59'20", and a chord bearing S25°34'19"W, 113.84 feet; thence N67°26'01"W, 131.02 feet; thence Northwesterly, 167.28 feet along the arc of a curve to the right, said curve having a radius of 200.00 feet, a delta angle of 47°55'17", and a chord bearing N43°28'22"W, 162.44 feet to reference point "A" and the point of ending.

EXHIBIT C

This Exhibit is attached to and made a part of Declaration of Common Driveway Easement, Utility Easement, Drainage Easement, Rights, and Responsibilities wherein the Eugene L. Pulice and Susan E. Pulice appear as Declarants.

Utility Easement:

A 30 foot wide private easement for public utilities over and across that part of the Southwest 1/4 of Section 21, T3N, R6E, Hartland Township, Livingston County, Michigan, said easement being described as: Commencing at the South 1/4 Corner of Section 21, T3N, R6E; thence N01°17'34"W, 2264.36 feet along the North-South 1/4 line; thence N89°13'24"W, 645.45 feet (recorded as N89°15'09"W, 646.09 feet) to the Easterly right-of-way line of Hartland Road (70 feet wide); thence N16°49'37"W, 162.71 feet (recorded as N16°43'12"W) along said right-of-way line to the point of beginning of the following described easement; thence N58°02'21"E, 161.56 feet; thence S37°03'38"E, 126.30 feet; thence S67°12'00"E, 71.92 feet; thence N22°48'00"E, 51.59 feet; thence S67°12'00"E, 30.00 feet; thence S22°48'00"W, 51.59 feet; thence S67°12'00"E, 120.28 feet; thence N32°21'45"W, 124.60 feet; thence S57°38'14"E, 30.00 feet; thence S32°21'45"W, 149.97 feet; thence N67°12'00"W, 18.94 feet; thence S00°38'26"W, 29.17 feet; thence N89°13'24"W, 20.00 feet; thence N00°38'26"E, 37.27 feet; thence N67°12'00"W, 215.11 feet; thence N37°03'38"W, 106.94 feet; thence S58°02'21"W, 142.23 feet to the Easterly right-of-way line of Hartland Road (70 feet wide); thence N16°49'37"W, 31.08 feet (recorded as N16°43'12"W) along said right-of-way to the point of beginning.

EXHIBIT D

RECORDED
RECEIVED

2001 AUG 10 P 4:13

NANCY HAVILAND
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI.
48843

DECLARATION OF RECREATIONAL USE EASEMENT,
RIGHTS AND RESPONSIBILITIES

15/2

KNOW ALL MEN BY THESE PRESENCE, that Eugene L. Pulice, individually and d/b/a GPI Custom Construction, Susan E. Pulice, wife of Eugene L. Pulice, whose address is 4705 Hawkview Court, Milford, Michigan 48380, and Fawn Ridge Condominiums Association, a Michigan non-profit corporation, 4705 Hawkview Court, Milford, Michigan 48380, being the owners and developers of Parcels A and B as described on *Exhibit A*, hereby make the following Declarations:

The Declarations and recitations contained herein are based upon the following recitals:

- A. The parcels described in this document are in need of mutual easement rights affording access to certain properties described herein for the purpose of the recreational use and enjoyment of the owners of condominium units located within Fawn Ridge Condominiums and Hartland Manor Condominiums, a project to be recorded.
- B. It is essential to the value of the units in the said condominium developments that their use of the properties be maintained in a good and proper manner.
- C. The present and future owners of the parcels described herein as well as the owners of the Condominium Units in the respective condominium projects (the "owners") should share in the cost of maintaining the easement areas.

Section 1. Easements.

- 1.1 A perpetual easement appurtenant is hereby established across, over, and through the easement area as described in *Exhibit B* attached hereto in favor of the owners of parcels A and B as described in *Exhibit A* attached hereto.
- 1.2 The easement is perpetual and shall burden the land it crosses and shall benefit and run with the parcels described in *Exhibit A*.

Section 2. Repair and Maintenance of Easement Area.

- 2.1 The easement area shall be used as described above and shall be maintained in a good and useful condition, including lawn mowing and maintenance.

- 2.2 Fawn Ridge Condominiums Association, a Michigan non-profit corporation, shall pay 60 percent of all costs and expenses incident to in maintaining, repairing and improving the said easement area, Hartland Manor Condominium Association, a Michigan non-profit corporation, shall pay 40 percent of all costs and expenses incident to in maintaining, repairing and improving the said easement area.
- 2.3 If either Fawn Ridge Condominiums Association or Hartland Manor Condominium Association fail to pay any statement tendered it by the other or their successors and assigns, within 30 days after receipt thereof, the amount of such statement, together with interest thereon at the maximum legal rate, plus attorney's fees necessary to collection, shall automatically become due.
- 2.4 The respective associations shall work together to coordinate their efforts in the repair, improvements and maintenance of the easement as economical as possible. Each shall provide the other with reasonable notice before undertaking any such maintenance, repair or improvements.

Section 3. Assignment of Rights.

- 3.1 Except as may be provided in any subsequent condominium documents, all rights created hereunder shall not be assignable by either of the associations except as an appurtenance and in conjunction with the sale of its respective units.

Section 4. Participation and Future Documentation.

- 4.1 The future owners of any of the parcels herein described are bound to execute any and all subsequent documents as may become necessary in order to effectuate the terms and conditions of this Declaration. By way of illustration, such future documentation shall include, but not be limited to, condominium documents, further easements to utility companies or municipalities, the execution of petitions to create special assessment districts pursuant to any existing or future state statutes as may be amended, or any and all other documentation necessary for the proper implementation of this Declaration.

IN WITNESS WHEREOF, the undersigned have executed this Declaration as of this 10th day of August, 2001.

WITNESSES:

Barbara Simko
Barbara Simko

John W. Duffy
John W. Duffy

Eugene L. Pulice
EUGENE L. PULICE,
Individually and d/b/a
GPI Custom Construction

Barbara Simko
Barbara Simko

Susan E. Pulice
SUSAN E. PULICE

John W. Drury
John W. Drury

FAWN RIDGE CONDOMINIUMS
ASSOCIATION

Barbara Simko
Barbara Simko

By: Eugene L. Pulice
EUGENE L. PULICE
Its: President

John W. Drury
John W. Drury

Subscribed and sworn to before me
this 10th day of ~~July~~ August, 2001

Barbara Simko
Barbara Simko, Notary Public
Livingston County, Michigan
My commission expires: 8/27/02

pulice/fawnridge/declar
August 7, 2001

This Instrument Drafted By
And When Recorded Return To:
John W. Drury
The Kizer Law Firm, P.C. ✓
2829 W. Grand River
Howell, Michigan 48843
(517) 548-1440

EXHIBIT A

This Exhibit is a part of a certain Declaration of Recreational Use Easement, Rights and Responsibilities dated August 10, 2001 which is attached hereto and made a part hereof.

PARCEL A

That part of the East ½ of the Southwest ¼ of Section 21, Town 3 North, Range 6 East, Hartland Township, Livingston County, Michigan, Described as: Commencing at the South ¼ Corner of Section 21, T3N, R6E; thence N 01° 17' 34" W, 2264.36 Feet along the North-South line of Section 21 to the Point of Beginning of the following described parcel; thence N 89° 13' 24" W, 645.45 feet (recorded as N89° 15' 09" W, 646.09 feet) to the Easterly right-of-way line of Hartland Road (70 feet wide); thence N 16° 49' 37" W, 311.42 feet (recorded as N 16° 43' 12" W, 311.68 feet) along said right-of-way line; thence S 89° 14' 46" E, 281.64 feet (recorded as S 89° 13' 45" E); thence S 00° 45' 14" W, 76.12 feet; thence S 84° 15' 29" E, 11.44 Feet; thence Southeasterly, 77.51 feet along the arc of a curve to the right, said curve having a radius of 195.00 feet, a delta angle of 22° 46' 25", and a chord bearing S 72° 52' 17" E, 77.00 feet; thence S 29° 17' 33" W, 46.20 feet; thence S 60° 42' 27" E, 117 feet; thence N 29° 17' 33" E, 108.54 feet; thence S 89° 13' 33" E, 233.00 feet (recorded as S 89° 15' 09" E), thence S 01° 17' 34" E, 197.22 Feet (Recorded as 197.26 feet) to the point of beginning. Containing 3.48 acres more or less, and subject to any easements or restrictions of use or record.

PARCEL B

That part of the Southwest ¼ of Section 21, T3N, R6E, Hartland Township, Livingston County, Michigan, being described as: Commencing at the South ¼ Corner of Section 21, T3N, R6E; thence N 01° 17' 34" W, 2461.58 feet along the North-South ¼ line; thence N 89° 13' 33" W, 233.00 feet (recorded as N 89° 15' 09" W) to the point of beginning of the following described parcel; thence S 29° 17' 33" W, 108.54 feet; thence N60° 42' 27" W, 117.00 feet; thence N 29° 17' 33" E, 46.20 feet; thence Northwesterly, 77.51 feet along the arc of a curve to the left, said curve having a radius of 195.00 feet, a delta angle of 22° 46' 25", a chord bearing N 72° 52' 17" W, 77.00 feet; thence N 84° 15' 29" W, 11.44 feet; thence N 00° 45' 14" E, 76.12 feet; thence S 89° 14' 46" E, 27.22 feet; thence S 60° 50' 19" E, 210.11 feet (recorded as S 60° 50' 00" E, 210.00 feet); thence S 89° 13' 33" E, 5.81 feet (recorded as S 89° 15' 09" E) to the point of beginning. Containing 0.45 acres more or less, and subject to any other easements or restrictions of use or record.

This Exhibit is a part of a certain Declaration of Recreational Use Easement, Rights and Responsibilities dated August 10, 2001 which is attached hereto and made a part hereof.

A part of Fawn Ridge Condominiums Project No. 213, recorded in Liber 2800, Page 0045 through Page 0086 described as:

OVAL AREA:

That part of the East 1/2 of the Southwest 1/4 of Section 21, Town 3 North, Range 6 East, Hartland Township, Livingston County, Michigan, described as: Commencing at the South 1/4 Corner of Section 21, T3N, R6E; thence N01°17'34"W, 2461.58 feet along the North-South 1/4 line of Section 21; thence N89°13'33"W, 233.00 feet; thence S29°17'33"W, 39.15 feet to the point of beginning of the following described parcel; thence Southwesterly, 117.85 feet along the arc of a curve to the right, said curve having a radius of 44.71 feet, a delta angle of 151°01'20", and a chord bearing S36°46'48"W, 86.58 feet; thence N67°42'32"W, 130.32 feet; thence Northwesterly, 99.20 feet along the arc of a curve to the right, said curve having a radius 256.17 feet, a delta angle of 22°11'14", and a chord bearing N52°30'34"W, 98.58 feet; thence Northeasterly, 66.11 feet along the arc of a curve to the right, said curve having a radius of 28.94 feet, a delta angle of 130°52'52", and a chord bearing N24°01'29"E, 52.65 feet; thence N89°27'55"E, 31.22 feet; thence S00°45'14"W, 27.62 feet; thence S84°15'29"E, 11.44 feet; thence Southeasterly, 77.51 feet along the arc of a curve to the right, said curve having a radius of 185.00 feet, a delta angle of 22°46'25", and a chord bearing S72°52'17"E, 77.00 feet; thence S29°17'34"W, 46.20 feet; thence S60°42'27"E, 117.00 feet; thence N29°17'33"E, 69.39 feet to the point of beginning.

